

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Final Agenda

Tuesday, June 6, 2023

5:30 PM

City Hall Room 219

City Council Members

Council Member Sonia Harvey Ward 1

Council Member D'Andre Jones Ward 1

Council Member Sarah Moore Ward 2

Council Member Mike Wiederkehr Ward 2

Council Member Scott Berna Ward 3

Council Member Sarah Bunch Ward 3

Council Member Teresa Turk Ward 4

Council Member Holly Hertzberg Ward 4

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

ZOOM INFORMATION:

1. **WEBINAR: 859 0754 6709**
PUBLIC REGISTRATION LINK:
[HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/
WN KYEJWIBBTBSOT01PADXK W](https://us06web.zoom.us/join/9tNBRnEtld4?pwd=KYEJWIBBTBSOT01PADXK.W) (2023-612)

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE****MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS****CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS**

1. **MONTHLY FINANCIAL REPORT: (2023-726)**

PROPOSED AGENDA ADDITIONS**A. CONSENT**

- A.1. APPROVAL OF THE MAY 16, 2023 CITY COUNCIL MEETING MINUTES:**
(2023-490)

- A.2. E-SCOOTER PROGRAM REVENUE (BUDGET ADJUSTMENT):**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$15,000.00 TO ALLOW REVENUE FROM THE E-SCOOTER PROGRAM TO BE USED FOR THE CITY'S TRAILS AND MOBILITY PROGRAM (2023-719)

- A.3. MILESTONE CONSTRUCTION COMPANY, LLC. (CONSTRUCTION CONTRACT):**

A RESOLUTION TO AWARD BID #23-24 AND AUTHORIZE A CONTRACT WITH MILESTONE CONSTRUCTION COMPANY, LLC IN THE AMOUNT OF \$488,300.29 FOR THE HAPPY HOLLOW SIDEWALK IMPROVEMENTS PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,000.00 (2023-781)

- A.4. HAWKINS-WEIR ENGINEERS, INC. - HWY 112 (SERVICE AGREEMENT):**

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$98,610.00 FOR

ADDITIONAL SERVICES DURING THE FINAL DESIGN PHASES OF THE UTILITY RELOCATIONS ALONG HIGHWAY 112 (2023-784)

A.5. HAWKINS-WEIR ENGINEERS, INC. - I-49 & MLK (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$276,110.00 FOR ADDITIONAL DESIGN SERVICES FOR UTILITY RELOCATIONS ASSOCIATED WITH THE I-49/MARTIN LUTHER KING, JR. BOULEVARD INTERCHANGE PROJECT (2023-785)

A.6. KLM ENGINEERING, INC. (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH KLM ENGINEERING, INC., PURSUANT TO RFQ #23-01 SELECTION #3, IN AN AMOUNT NOT TO EXCEED \$36,062.00 FOR WATER STORAGE TANK INSPECTIONS, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$7,212.40 (2023-786)

A.7. WEX BANK (PURCHASE CONTRACT):

A RESOLUTION TO APPROVE A CONTRACT WITH WEX BANK, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, TO ENABLE THE CITY TO PARTICIPATE IN A FUEL CARD PROGRAM (2023-779)

A.8. CANON USA INC. (PURCHASE CONTRACT):

A RESOLUTION TO APPROVE THE PURCHASE OF COPIERS AND MANAGED PRINT SERVICES FROM CANON USA, INC., PURSUANT TO A STATE OF ARKANSAS COOPERATIVE PURCHASING CONTRACT, THROUGH JULY 31, 2024 (2023-780)

A.9. GOVDEALS INC. (PURCHASE CONTRACT):

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GOVDEALS, INC. FOR ONLINE AUCTION SERVICES FOR SURPLUS EQUIPMENT AND VEHICLES THROUGH MARCH 19, 2025 AND ANY RENEWAL PERIODS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2023-778)

A.10. SPRINGDALE TRACTOR CO. (PURCHASE CONTRACT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A KUBOTA TRACTOR FROM SPRINGDALE TRACTOR FOR THE AMOUNT OF \$16,651.72 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-745)

A.11. GAPVAX INC. (PURCHASE CONTRACT):

A RESOLUTION TO APPROVE THE PURCHASE OF A GAPVAX EXCAVATOR FROM GAPVAX, INC. IN THE AMOUNT OF \$665,575.70, PLUS ANY APPLICABLE SALES TAXES AND FREIGHT CHARGES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-744)

A.12. RUSH TRUCK CENTERS (UTILITY TRUCK PURCHASE CONTRACT):

A RESOLUTION TO APPROVE THE PURCHASE OF TWO INTERNATIONAL HEAVY DUTY UTILITY TRUCKS AND ONE SNOW PLOW ATTACHMENT FROM RUSH TRUCK CENTERS OF ARKANSAS, INC. FOR THE TOTAL AMOUNT OF \$218,435.95 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2023-743)

A.13. RUSH TRUCK CENTERS (RECYCLE TRUCK PURCHASE CONTRACT):

A RESOLUTION TO APPROVE THE PURCHASE OF TWO INTERNATIONAL RECYCLE BODY TRUCKS FROM RUSH TRUCK CENTERS OF ARKANSAS, INC. FOR THE TOTAL AMOUNT OF \$499,990.56 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT (2023-742)

A.14. ARDOT - HIGHWAY 16 (RELOCATION AGREEMENT):

A RESOLUTION TO APPROVE A UTILITY RELOCATION AGREEMENT WITH THE ARKANSAS STATE HIGHWAY COMMISSION FOR UTILITY RELOCATIONS RELATED TO THE HIGHWAY 16 EAST WIDENING PROJECT (2023-782)

A.15. ARDOT - HIGHWAY 112 (RELOCATION AGREEMENT):

A RESOLUTION TO APPROVE A UTILITY RELOCATION AGREEMENT WITH THE ARKANSAS STATE HIGHWAY COMMISSION FOR UTILITY RELOCATIONS RELATED TO THE HIGHWAY 112 IMPROVEMENTS PROJECT (2023-783)

A.16. ROBERT WALSH (WATER DAMAGE CLAIM):

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO PAY THE AMOUNT OF \$10,434.25 TO ROBERT WALSH AND EQUITY TRUST COMPANY FOR WATER MAIN BREAK DAMAGE AT 2416 EAST SHARON STREET, AND TO APPROVE A BUDGET ADJUSTMENT (2023-787)

A.17. STEVE MANGAN (SEWER DAMAGE CLAIM):

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO PAY THE AMOUNT OF \$42,971.43

TO STEVE AND HEATHER MANGAN FOR SEWER OVERFLOW DAMAGE AT 3190 NORTH MALINDA DRIVE (2023-788)

A.18. BEAVER WATERSHED ALLIANCE (COST SHARE AGREEMENT):

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH THE BEAVER WATERSHED ALLIANCE FOR THE INSTALLATION OF LOW IMPACT DEVELOPMENT FEATURES IN THE TOWN BRANCH WATERSHED ASSOCIATED WITH THE ELMHURST AND MCCLINTON DRAINAGE IMPROVEMENT PROJECT WITH MATCHING FUNDS PROVIDED BY THE CITY IN THE AMOUNT OF \$190,000.00, AND TO APPROVE A BUDGET ADJUSTMENT (2023-747)

A.19. FREESE AND NICHOLS, INC. (SERVICE AGREEMENT):

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., PURSUANT TO RFQ #22-14, IN AN AMOUNT NOT TO EXCEED \$151,420.00 FOR HAMESTRING CREEK WATERSHED FLOOD MITIGATION AND GRANT SUPPORT (2023-749)

A.20. ANN HARBISON FARMS (LEASE AGREEMENT):

A RESOLUTION TO AWARD BID #23-23 AND AUTHORIZE A FIVE YEAR AIRPORT HAY FIELD LEASE AGREEMENT WITH ANN HARBISON FOR RENT IN THE AMOUNT OF \$6,001.00 PER YEAR (2023-752)

A.21. MOTOROLA SOLUTIONS INC. (EQUIPMENT PURCHASE):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF RADIO EQUIPMENT FROM MOTOROLA SOLUTIONS INC. IN THE AMOUNT OF \$419,383.29 PLUS ANY APPLICABLE TAX AND FREIGHT CHARGES, AND TO APPROVE A BUDGET ADJUSTMENT (2023-753)

B. UNFINISHED BUSINESS

C. NEW BUSINESS

C.1. APPEAL: CUP-2023-0043: (435 N. OLIVER AVE/ KING INVESTMENTS OF FAYETTEVILLE LLC, 482):

A RESOLUTION TO GRANT THE APPEAL OF COUNCIL MEMBERS SARAH MOORE, SCOTT BERNA, AND TERESA TURK AND DENY CONDITIONAL USE PERMIT CUP 2023-043 FOR A SHORT-TERM RENTAL AT 435 NORTH OLIVER AVENUE IN WARD 4 (2023-748)

C.2. ARTS & CULTURE MASTER PLAN (FUNDING APPROVAL):

A RESOLUTION TO APPROVE FUNDING OF \$200,000.00 TO DEVELOP AN

ARTS AND CULTURE MASTER PLAN AND TO APPROVE A BUDGET ADJUSTMENT (2023-789)

C.3. HISTORIC BLACK DISTRICT PRESERVATION (LAND PURCHASE):

A RESOLUTION TO AUTHORIZE THE MAYOR OF THE CITY OF FAYETTEVILLE TO PURCHASE REAL ESTATE TO BE RETURNED TO THE NWA BLACK HERITAGE ASSOCIATION FOR RESTORATION, REDEVELOPMENT, AND ADVANCEMENT TO THE AFRICAN AMERICAN COMMUNITY INTO THE VIBRANT AND THRIVING DISTRICT IT IS MEANT TO BE (2023-754)

C.4. AMENDMENT - §166.25 (UDC):

AN ORDINANCE TO AMEND §166.25 COMMERCIAL, OFFICE AND MIXED USE DESIGN AND DEVELOPMENT STANDARDS OF THE UNIFIED DEVELOPMENT CODE TO CLARIFY THAT CROSS ACCESS BETWEEN PROPERTIES IS REQUIRED (2023-710)

C.5. AMENDMENT - §130.23 (FALSE ALARM REDUCTION):

AN ORDINANCE TO AMEND §130.23 FALSE ALARM REDUCTION OF THE FAYETTEVILLE CODE TO SIMPLIFY AND CLARIFY CERTAIN PROVISIONS AND REDUCE SOME FEES FOR SERVICE (2023-746)

C.6. PLANNED ZONING DISTRICT-2023-0002: (SOUTHEAST OF W. MARTIN LUTHER KING JR BLVD AND S. SMOKEHOUSE TRAIL/SWEET BAY AT KESSLER, 596):

AN ORDINANCE TO APPROVE A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED PZD-2023-002 FOR APPROXIMATELY 4.49 ACRES LOCATED SOUTHEAST OF WEST MARTIN LUTHER KING, JR. BOULEVARD AND SOUTH SMOKEHOUSE TRAIL IN WARD 1 (2023-776)

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

D.1. SALES TAX REPORT - PAUL BECKER AND ENERGY REPORT - PETER NIERENGARTEN (2023-727)

D.2. FAYETTEVILLE ARTS COUNCIL PRESENTATION - ABBY HOLLIS - ROBERT STAFFORD - CHLOE BELL (2023-496)

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

G. ADJOURNMENT

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may appear and address the City Council on Unfinished Business, New Business, and Public Hearings at City Council meetings. If you wish to address the City Council on an agenda item, please wait for the Mayor or Chair to request public comment. When the Mayor or Chair recognizes you, please start your public comment by giving your name and address. Comments are to be addressed to the Mayor or Chair. The Mayor or Chair will direct your comments to the appropriate elected officials, staff, or others for response. Keep your comments respectful, brief, to the point, and relevant to the agenda item being considered. Each speaker from the public will be allowed one turn to speak for discussion of an agenda item.

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

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

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

Unfinished Business and New Business:

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

Public Comments: Public comment at a City Council meeting shall be allowed for all members of the audience who have signed up prior to the beginning of the agenda item they wish to address being opened for public comment. Speakers shall be limited to a maximum of five (5) minutes to discuss the agenda item being considered by the City Council. Amendments may receive public comments only if approved by the City Council by unanimous consent or majority vote. If public comment is allowed for an amendment, speakers will only be allowed to speak for three (3) minutes. The City Council may allow both a speaker additional time and an unsigned-up person to speak by unanimous consent or majority vote. As part of a person's public comments allowed above, the speaker may use electronic visual aids during their five (5) minutes presentation period concerning the agenda item being considered by the City Council.

Courtesy and Respect: All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from comments that

are harassing or amount to a personal attack against any identifiable individual including abusive comments and derogatory remarks about integrity or offer any other comments that are also not limited to the discussion of the specific agenda item being considered by the City Council. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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

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

All cell phones must be silenced and may not be used within the City Council Chambers.



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Matt Mihalevich, Active Transportation Manager

DATE:

SUBJECT: Recognize revenue from the e-scooter program

RECOMMENDATION:

Approval of a Budget Adjustment to recognize revenue from the e-scooter program in the amount of \$15,000 and increase the related expense budget.

BACKGROUND:

Fayetteville began permitting shared e-scooters in 2019 shortly after an e-scooter ordinance (6205) was adopted. In 2020 e-scooter permit revenues started at \$27,200 per year. 2021 revenues increased to \$60,400 per year and in 2022 the revenues stayed steady at \$60,400. 2023 has already seen \$40,700 and is projected to exceed the historical \$60,000 per year. The program continues to see high usage rates and revenue is anticipated to be at least \$60,000 going forward into the future.

DISCUSSION:

Since 2020, revenue from the e-scooter companies has been used to make improvements to the trail system and on-street bicycle network, including scooter and bike parking, safety campaigns for all users, promotional materials and other mobility program related enhancements and maintenance. This request continues the historical annual \$15,000 investment to the active transportation network for 2023 using revenues generated from the e-scooter program to enhance the safety and user experience for all users in Fayetteville.

BUDGET/STAFF IMPACT:

This request moves \$15,000 of the estimated \$60,000 in 2023 e-scooter program revenue to the expense account so it can be used for the trails and mobility program.

ATTACHMENTS: 2023-719 SRF - Recognize Scooter Revenue, 2023-719 BA Recognize Scooter Revenue



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-719

Recognize revenue from the e-scooter program

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT IN THE AMOUNT OF \$15,000.00 TO ALLOW REVENUE FROM THE E-SCOOTER PROGRAM TO BE USED FOR THE CITY'S TRAILS AND MOBILITY PROGRAM

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, moving \$15,000.00 from the 2023 e-scooter program revenue to the expense account to be used for the City's trails and mobility program.

City of Fayetteville Staff Review Form

2023-719

Item ID

May 16th, 2023

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

Matt Mihalevich

4/27/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Budget Adjustment to recognize revenue from the e-scooter program in the amount of \$15,000 and increase the related expense budget.

Budget Impact:

1010.090.6600-5814.05

General Fund

Account Number

Fund

21012

Mobility / Trail Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 11,593.00

Expenses (Actual+Encum)

\$ 6,814.41

Available Budget

\$ 4,778.59

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 15,000.00

Remaining Budget

\$ 19,778.59

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2023	ENGINEERING (621)	
	Requestor: Matt Mihalevich	

A Budget Adjustment to recognize revenue from the e-scooter program in the amount of \$15,000 and increase the related expense budget.

COUNCIL DATE:	5/16/2023
ITEM ID#:	2023-719
Holly Black	
4/27/2023 10:44 AM	
Budget Division	Date
TYPE:	D - (City Council)
JOURNAL #:	
GLDATE:	
CHKD/POSTED:	/

[illegible]



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff

FROM: Matt Casey, Engineering Design Manager

DATE:

SUBJECT: Approval of a construction contract in the amount of \$488,300.29 with Milestone Construction Company, LLC. for the Happy Hollow Sidewalk Improvements Project, and approval of a \$50,000.00 project contingency.

RECOMMENDATION:

Staff recommends approval of a construction contract in the amount of \$488,300.29 with Milestone Construction Company, LLC. for the Happy Hollow Sidewalk Improvements Project, and approval of a \$50,000.00 project contingency.

BACKGROUND:

The Happy Hollow Sidewalk Improvements project includes the construction of approximately 1,000 feet of 6' wide sidewalk along the west side of Happy Hollow Road from 4th Street to the north. In addition to the sidewalk improvements, the project will include minor drainage improvements, new sections of curb and gutter, driveway construction and pavement repair.

This project is included in the Transportation Division Sidewalk Work Plan for 2023. The Engineering Division has prepared the design plans and the project was put out for bid.

DISCUSSION:

On May 11, 2023, the City received three (3) construction bids for this project. Milestone Construction Company, LLC submitted the low bid of \$488,300.29. Engineering staff recommends awarding this contract to Milestone Construction Company, LLC. The contract time is 150 days (5 months) for substantial completion.

BUDGET/STAFF IMPACT:

The design and construction of this project will be paid for with Capital Improvements Project funds allocated for sidewalk improvements.

**PURCHASE ORDER
DETAILS**

G/L ACCT	PROJECT	AMOUNT
2100.410.5500-5814.00	02053.5500	\$488,300.29

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: 2023-781 SRF Happy Hollow Milestone, 00500 Agreement- Signed by contractor, Bid 23-24, Submittal - Milestone Construction Company, LLC - E, Bid 23-24, Bid Tab - AB and LM Signed, Council Cover



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-781

Approval of a construction contract in the amount of \$488,300.29 with Milestone Construction Company, LLC. for the Happy Hollow Sidewalk Improvements Project, and approval of a \$50,000.00 project contingency.

A RESOLUTION TO AWARD BID #23-24 AND AUTHORIZE A CONTRACT WITH MILESTONE CONSTRUCTION COMPANY, LLC IN THE AMOUNT OF \$488,300.29 FOR THE HAPPY HOLLOW SIDEWALK IMPROVEMENTS PROJECT, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #23-24 and authorizes Mayor Jordan to sign a contract with Milestone Construction Company, LLC, a copy of which is attached to this Resolution, in the amount of \$488,300.29 for the Happy Hollow Sidewalk Improvements Project, and further approves a project contingency in the amount of \$50,000.00.

City of Fayetteville Staff Review Form

2023-781

Item ID

6/6/2023

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

Chris Brown

5/17/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a construction contract in the amount of \$488,300.29 with Milestone Construction Company, LLC. for the Happy Hollow Sidewalk Improvements Project, and approval of a \$50,000.00 project contingency.

Budget Impact:

2100.410.5500-5814.00

2100 - Street Fund

Account Number

Fund

02053.5500

Sidewalk Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,630,610.00

Expenses (Actual+Encum)

\$ 354,777.97

Available Budget

\$ 2,275,832.03

Does item have a direct cost? Yes

Item Cost

\$ 538,300.29

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,737,531.74

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments: Item cost includes construction contract plus the project contingency.

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: HAPPY HOLLOW SIDEWALK IMPROVEMENTS

Contract No.: 23-24, Construction

THIS AGREEMENT is dated as of the _____ day of _____ in the year 2023 by and between The City of Fayetteville, Arkansas and Milestone Construction Company, LLC (hereinafter called Contractor).

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The work under this Contract includes, but is not limited to:

The construction of approximately 1,025 linear feet of 8 ft. sidewalk along Happy Hollow Road north of 4th Street. In addition to sidewalk improvements, the project will include minor drainage improvements that consist of drop inlets and curb and gutter construction. Miscellaneous items include driveway construction, and pavement restoration.

Any use of a third-party dumpster or roll off container shall be procured from the City of Fayetteville Recycling and Trash Collection Division. Use of a Non-City dumpster or roll off container is not allowed.

Open burning and blasting are not allowed on City projects.

Contractor is responsible for obtaining all applicable permits; however, fees for the City issued permits shall be waived.

The Contract includes work in City of Fayetteville Right-of-way and in General Utility Easements.

Refer to Section 00400-Bid Form for quantities.

ARTICLE 2 - ENGINEER

2.01 The Contract Documents have been prepared by the City of Fayetteville Engineering Division. City of Fayetteville Engineering Division assumes all duties and responsibilities, and has the rights and authority assigned to City of Fayetteville Engineering Division in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

A. All time limits for milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

DOCUMENT 00500 – AGREEMENT (continued)

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work shall be Substantially Completed within **150** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within **180** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

- A. Owner and Contractor recognize that time is of the essence of this Agreement and that The City of Fayetteville will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The City of Fayetteville if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The City of Fayetteville and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay The City of Fayetteville Seven Hundred Fifty Dollars (\$750.00) for each calendar day that expires after the time specified above in Paragraph 3.02 for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the time specified in Paragraph 3.02 for completion and readiness for final payment or any proper extension thereof granted by The City of Fayetteville, Contractor shall pay The City of Fayetteville Five Hundred Dollars (\$500.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- 4.02 As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.
- 4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.
 - 1. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

- A. Contractor shall submit Applications for Payment in accordance with the GENERAL CONDITIONS. Applications for Payment will be processed by Engineer as provided in the GENERAL CONDITIONS.

5.02 PROGRESS PAYMENTS, RETAINAGE:

- A. The City of Fayetteville shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, on or about the 15th day of each month during construction. All such payments will be measured by the schedule of values established in the GENERAL CONDITIONS (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as Engineer shall determine, or The City of Fayetteville may withhold, in accordance with the GENERAL CONDITIONS.
 - a. 95% of Work Completed (with the balance being retainage). If Work has been 50% completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to The City of Fayetteville and Engineer, The City of Fayetteville on recommendation of Engineer, may determine that as long as the character and progress of the Work subsequently remain satisfactory to them, there will be no additional retainage on account of Work subsequently completed, in which case the remaining progress payments prior to Substantial Completion will be an amount equal to 100% of the Work Completed less the aggregate of payments previously made; and
 - b. 100% of Equipment and Materials not incorporated in the Work but delivered, suitably stored, and accompanied by documentation satisfactory to The City of Fayetteville as provided in the GENERAL CONDITIONS.

5.03 FINAL PAYMENT:

- A. Upon final completion and acceptance of the Work in accordance with the GENERAL CONDITIONS, The City of Fayetteville shall pay the remainder of the Contract Price as recommended by Engineer and as provided in the GENERAL CONDITIONS.

DOCUMENT 00500 – AGREEMENT (continued)

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

- 6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents including the Addenda and other related data identified in the Bid Documents.
 - B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
 - D. Contractor has carefully studied all:
 - (1) Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site; and
 - (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site. Contractor acknowledges that The City of Fayetteville and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at or contiguous to the Site.
 - E. Contractor has obtained and carefully studied (or assumes responsibility of having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, and furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
 - F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the performing and furnishing of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
 - G. Contractor is aware of the general nature of work to be performed by The City of Fayetteville and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

DOCUMENT 00500 – AGREEMENT (continued)

- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 **CONTENTS:**

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - 3. Performance, Payment, and other Bonds.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
 - 7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: **HAPPY HOLLOW SIDEWALK IMPROVEMENTS PROJECT**
 - 8. Addenda numbers ____ inclusive.
 - 9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 **TERMS:**

- A. Terms used in this Agreement which are defined in the GENERAL CONDITIONS shall have the meanings stated in the GENERAL CONDITIONS.

8.02 **ASSIGNMENT OF CONTRACT:**

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except

DOCUMENT 00500 – AGREEMENT (continued)

to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 **SUCCESSORS AND ASSIGNS:**

- A. The City of Fayetteville and Contractor each binds himself, his partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

8.04 **SEVERABILITY:**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon The City of Fayetteville and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

8.05 **FREEDOM OF INFORMATION ACT:**

- A. City contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

8.06 **LIENS:**

- A. **No liens against this construction project are allowed.** Arkansas law (A.C.A. §§18-44-501 through 508) prohibits the filing of any mechanics' of materialmen's liens in relation to this public construction project. Arkansas law requires and the contractor promises to provide and file with the Circuit Clerk of Washington County a bond in a sum equal to the amount of this contract. Any subcontractor or materials supplier may bring an action for non-payment or labor or material on the bond. The contractor promises to notify every subcontractor and materials supplier for this project of this paragraph and obtain their written acknowledgement of such notice prior to commencement of the work of the subcontractor or materials supplier.

IN WITNESS WHEREOF, The City of Fayetteville and Contractor have signed this Agreement in quadruplicate. One counterpart each has been delivered to Contractor. Three counterparts each has been retained by The City of Fayetteville. All portions of the Contract Documents have been signed, initialed, or identified by The City of Fayetteville and Contractor.

DOCUMENT 00500 – AGREEMENT (continued)

This Agreement will be effective on _____, 20__, which is the Effective Date of the Agreement.

CONTRACTOR:

CITY OF FAYETTEVILLE

By: SAM HOLLISS

By: Lioneld Jordan

(Type or legibly print)

Sam R. Hollis

(Signature)

(Signature)

Title: PRESIDENT

Title: Mayor

Contractor shall attach evidence of authority to sign.

If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Contractor's signature and execution of Agreement.

Further if Contractor is a corporation, corporate entity or LLC, Contractor shall also attach a copy of the Contractor's Articles of Incorporation and a copy form the Arkansas State Secretary of State to document that the corporation, corporate entity or LLC is in current "Good Standing" with the State of Arkansas and such entity is permitted to perform work in the State of Arkansas.

(SEAL)

(SEAL)

Attest

Lioneld Jordan

Attest

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

2002 S. 48th Street Suite A
Springdale, AR 72762

Address for giving notices

113 W. Mountain St.
Fayetteville, AR 72701

License No.

0150050424

Agent for Service of process

SAM R. HOLLS

(Type or legibly print)

Contractor shall attach evidence of authority of Agent for Service process to sign. If Contractor is a corporation, corporate entity or LLC, Contractor shall attach Corporate Resolution authorizing Agent for Service process authority to sign.

(If Contractor is a corporation, corporate entity or LLC, attach evidence of authority to sign.)

END OF DOCUMENT 00500



Search Incorporations, Cooperatives, Banks and Insurance Companies

This is only a preliminary search and no guarantee that a name is available for initial filing until a confirmation has been received from the Secretary of State after filing has been processed. Please review our [NAME AVAILABILITY GUIDELINES HERE](#) prior to searching for a new entity name.

[Printer Friendly Version](#)

LLC Member information is now confidential per Act 865 of 2007

Use your browser's back button to return to the Search Results

[Begin New Search](#)

For service of process contact the [Secretary of State's office](#).

Corporation Name	MILESTONE CONSTRUCTION COMPANY, LLC
Fictitious Names	
Filing #	800044464
Filing Type	Limited Liability Company
Filed under Act	Domestic LLC; 1003 of 1993
Status	Good Standing
Principal Address	
Reg. Agent	SAM R. HOLLIS
Agent Address	2002 S. 48TH ST. SPRINGDALE, AR 72762
Date Filed	10/20/2004
Officers	SEE FILE, Incorporator/Organizer GINA R. MORAN , Tax Preparer

Foreign Name	N/A
Foreign Address	
State of Origin	N/A

[Purchase a Certificate of Good Standing for this Entity](#)

[Pay Franchise Tax for this corporation](#)



Bid 23-24 Addendum 2

Milestone Construction Company, LLC

Milestone Construction Company, LLC

Supplier Response

Event Information

Number: Bid 23-24 Addendum 2
Title: Construction - Happy Hollow Sidewalk Improvements
Type: Invitation to Bid
Issue Date: 4/16/2023
Deadline: 5/11/2023 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed firms for the construction of approximately 1,025 linear feet of 8 ft. sidewalk along Happy Hollow Road, north of 4th Street. In addition to sidewalk improvements, the project will include minor drainage improvements that consist of drop inlets and curb and gutter construction. Miscellaneous items include driveway construction and pavement restoration. Questions regarding this bid should be addressed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov.

Contact Information

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

Milestone Construction Company, LLC Information

Contact: Erin Metcalf
Address: 2002 S. 48th Street Suite A
Springdale, AR 72762
Phone: (479) 751-3560 x202
Fax: (479) 751-4841
Email: emetcalf@mstonecc.com
Web Address: mstonecc.com

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

Erin Metcalf

Signature

Submitted at 5/11/2023 11:09:03 AM (CT)

emetcalf@mstonecc.com

Email

Requested Attachments

Bid 23-24, Required Signature Forms

Happy Hollow Complete bid.pdf

Please attach your completed forms. These documents can be found in the Project Manual or as a convenience file in the 'Attachments' tab titled File #00.

Bid 23-24, Bid Bond

Bid Bond- Happy Hollow.pdf

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

Bid Attributes

1 Arkansas Secretary of State Filing Number:

800044464

2 Arkansas Contractor License Number:

0156050424

3 Check Yes or No:

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

☒ Yes, I agree (Yes, I agree)

☐ No, I don't agree (No, I don't agree)

4 Addendum Acknowledgement

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

☒ I agree (I agree)

Bid Lines

1	Mobilization (Shall not exceed 5% of Total Bid)	Quantity: <u> 1 </u> UOM: <u>LS</u>	Price: \$19,329.70	Total: \$19,329.70
2	Insurance and Bonding	Quantity: <u> 1 </u> UOM: <u>LS</u>	Price: \$27,043.40	Total: \$27,043.40
3	Roadway Construction Control (Staking)	Quantity: <u> 1 </u> UOM: <u>LS</u>	Price: \$5,040.00	Total: \$5,040.00
4	Act 291, 1993 Trench and Excavation Safety Systems	Quantity: <u> 1 </u> UOM: <u>LS</u>	Price: \$6,300.00	Total: \$6,300.00
5	Erosion Control	Quantity: <u> 1 </u> UOM: <u>LS</u>	Price: \$20,600.00	Total: \$20,600.00
6	Traffic Control and Maintenance	Quantity: <u> 1 </u> UOM: <u>LS</u>	Price: \$3,780.00	Total: \$3,780.00
7	Clearing, Grubbing, & Demolition	Quantity: <u> 1 </u> UOM: <u>LS</u>	Price: \$25,074.00	Total: \$25,074.00
8	Remove & Dispose Existing Curb and Gutter	Quantity: <u> 12 </u> UOM: <u>LF</u>	Price: \$36.75	Total: \$441.00
9	Remove & Dispose Existing Concrete Pavement (Sidewalk, Driveways, etc..)	Quantity: <u> 40 </u> UOM: <u>SY</u>	Price: \$78.75	Total: \$3,150.00
10	Remove & Dispose Existing Asphalt Pavement	Quantity: <u> 180 </u> UOM: <u>SY</u>	Price: \$45.50	Total: \$8,190.00
11	Remove & Dispose Existing Storm Sewer System	Quantity: <u> 1 </u> UOM: <u>LS</u>	Price: \$8,064.00	Total: \$8,064.00
12	Remove & Dispose Existing Drop Inlet Top and Reconstruct to Grade	Quantity: <u> 1 </u> UOM: <u>LS</u>	Price: \$6,300.00	Total: \$6,300.00
13	Rock Excavation	Quantity: <u> 10 </u> UOM: <u>CY</u>	Price: \$441.00	Total: \$4,410.00
14	Unclassified Excavation (Plan Quantity)	Quantity: <u> 1000 </u> UOM: <u>CY</u>	Price: \$7.56	Total: \$7,560.00
15	Select Embankment (Plan Quantity)	Quantity: <u> 190 </u> UOM: <u>CY</u>	Price: \$94.50	Total: \$17,955.00
16	Embankment (Plan Quantity)	Quantity: <u> 470 </u> UOM: <u>CY</u>	Price: \$6.17	Total: \$2,899.90

17	Subgrade Preparation (Plan Quantity) Quantity: <u>277</u> UOM: <u>SY</u> Price: <u>\$27.30</u> Total: <u>\$7,562.10</u>
18	4" Topsoil Placement Quantity: <u>1100</u> UOM: <u>SY</u> Price: <u>\$6.75</u> Total: <u>\$7,425.00</u>
19	Undercut and Backfill (As directed) Quantity: <u>50</u> UOM: <u>CY</u> Price: <u>\$95.76</u> Total: <u>\$4,788.00</u>
20	(6") Aggregate Base Course (Class 7) (Roadway) Quantity: <u>200</u> UOM: <u>SY</u> Price: <u>\$20.16</u> Total: <u>\$4,032.00</u>
21	Asphalt Concrete Patching for Maintenance of Traffic Quantity: <u>25</u> UOM: <u>TON</u> Price: <u>\$226.80</u> Total: <u>\$5,670.00</u>
22	Class 7 Base for Maintenance of Traffic Quantity: <u>30</u> UOM: <u>TON</u> Price: <u>\$92.40</u> Total: <u>\$2,772.00</u>
23	Concrete and Asphalt T-Patch Quantity: <u>20</u> UOM: <u>SY</u> Price: <u>\$252.00</u> Total: <u>\$5,040.00</u>
24	18" Concrete Curb and Gutter (Type A) w/ 6" Class 7 Base Quantity: <u>995</u> UOM: <u>LF</u> Price: <u>\$30.24</u> Total: <u>\$30,088.80</u>
25	4" Thick Concrete Sidewalk w/Class 7 Base Quantity: <u>535</u> UOM: <u>SY</u> Price: <u>\$73.71</u> Total: <u>\$39,434.85</u>
26	6" Concrete Sidewalk Turndown with curb and Handrail Quantity: <u>10</u> UOM: <u>LF</u> Price: <u>\$226.80</u> Total: <u>\$2,268.00</u>
27	6" Thick Concrete Sidewalk with 6" Class 7 Base Quantity: <u>470</u> UOM: <u>SY</u> Price: <u>\$85.05</u> Total: <u>\$39,973.50</u>
28	Connect New 18" RCP to Existing Drop Inlet Quantity: <u>1</u> UOM: <u>LS</u> Price: <u>\$1,890.00</u> Total: <u>\$1,890.00</u>
29	18" Reinforced Concrete Pipe Class III Quantity: <u>157</u> UOM: <u>LF</u> Price: <u>\$69.58</u> Total: <u>\$10,924.06</u>
30	24" Reinforced Concrete Pipe Class III Quantity: <u>306</u> UOM: <u>LF</u> Price: <u>\$105.00</u> Total: <u>\$32,130.00</u>
31	36" Reinforced Concrete Pipe Class III Quantity: <u>136</u> UOM: <u>LF</u> Price: <u>\$351.00</u> Total: <u>\$47,736.00</u>
32	36" Reinforced Concrete Pipe Class III (Under Pavement) Quantity: <u>27</u> UOM: <u>LF</u> Price: <u>\$255.74</u> Total: <u>\$6,904.98</u>

33	(4'x4') Drop Inlets (Type C) Quantity: <u> 4 </u> UOM: <u>EA</u> Price: \$7,560.00 Total: \$30,240.00
34	(5'x5') Drop Inlets (Type C) Quantity: <u> 2 </u> UOM: <u>EA</u> Price: \$8,190.00 Total: \$16,380.00
35	18" Concrete Flared End Section Quantity: <u> 1 </u> UOM: <u>EA</u> Price: \$756.00 Total: \$756.00
36	36" Concrete Flared End Section Quantity: <u> 2 </u> UOM: <u>EA</u> Price: \$1,764.00 Total: \$3,528.00
37	(4') Drop Inlet Extension Quantity: <u> 3 </u> UOM: <u>EA</u> Price: \$2,520.00 Total: \$7,560.00
38	Rock Rip Rap (with Geotectile Fabric) Quantity: <u> 80 </u> UOM: <u>SY</u> Price: \$47.25 Total: \$3,780.00
39	Solid Sod (Bermuda) Quantity: <u>1100</u> UOM: <u>SY</u> Price: \$5.10 Total: \$5,610.00
40	Mailbox Assembly Quantity: <u> 3 </u> UOM: <u>EA</u> Price: \$210.00 Total: \$630.00
41	Relocate Existing Water Meter Quantity: <u> 1 </u> UOM: <u>EA</u> Price: \$4,410.00 Total: \$4,410.00
42	Construction Video & Photographs Quantity: <u> 1 </u> UOM: <u>LS</u> Price: \$630.00 Total: \$630.00

Response Total: \$488,300.29

AIA[®] Document A310[™] – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Milestone Construction Company, LLC
2002 S. 48th Street, Suite A
Springdale, AR 72762

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

OWNER:

(Name, legal status and address)

City of Fayetteville, Arkansas
113 W. Mountain
Fayetteville, AR 72701

BOND AMOUNT: \$ Five Percent of Bid Amount---(5%)

PROJECT:

(Name, location or address, and Project number, if any)

Happy Hollow Sidewalk Improvements

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

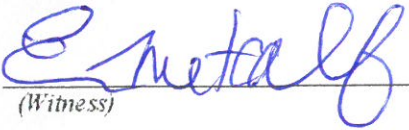
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

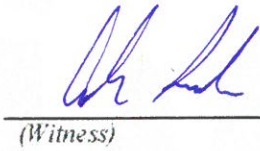
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 11th day of May, 2023


(Witness)


(Witness)

Milestone Construction Company, LLC

(Contractor as Principal)

(Seal)

(Title)

Travelers Casualty and Surety Company of America

(Surety)

(Seal)

(Title)

Pamela K. Hays, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

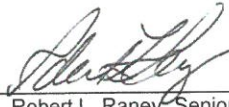
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Pamela K Hays** of **NORTH LITTLE ROCK, Arkansas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

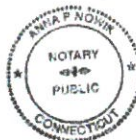
City of Hartford ss.

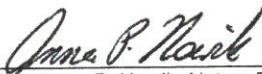
By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

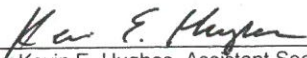
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **11th** day of **May**, 2023




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Project Check List

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



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

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



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



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



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



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

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72701



Additional Information Required:

- List of Subcontractors: Submit form on Ion Wave or attach if submitting a physical bid.
- AR Secretary of State Filing #: 860044964 OR submit electronically.
- Arkansas Contractor License #: 0156050424 OR submit electronically.
- Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

○ Submit electronically OR circle applicable answer: YES or NO

State of Arkansas
Commercial Contractors Licensing Board

MILESTONE CONSTRUCTION COMPANY, LLC
2002 S 48TH ST
SPRINGDALE, AR 72762

MILESTONE CONSTRUCTION COMPANY, LLC

This is to Certify That _____

is duly licensed under the provisions of Ark. Code Ann. § 17-25-101 et. seq. as amended and is entitled to practice Contracting in the State of Arkansas within the following classifications/specialties:

BUILDING
- (COMMERCIAL & RESIDENTIAL)
MUNICIPAL & UTILITY CONSTRUCTION

This contractor has an unlimited suggested bid limit.

from April 28, 2023 **until** April 30, 2024 **when this Certificate expires.**

Witness our hands of the Board, dated at North Little Rock, Arkansas:



Ray [Signature]

CHAIRMAN

Michelle [Signature]

SECRETARY

April 28, 2023 - dsa



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2022

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

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

PRODUCER Sterling Seacrest Pritchard P O Box 16445 Little Rock AR 72231		CONTACT NAME: Marla Williams PHONE (A/C, No, Ext): (501) 478-2962 FAX (A/C, No): (501) 251-1200 E-MAIL ADDRESS: marlaw@sspins.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Amerisure Mutual Insurance Co	
		INSURER B: Atlantic Specialty Ins Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22/23 All Lines **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Blanket Contractual Liability ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	CPP20262171802	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	Y	CA20262141802	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	CU20336521602	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	WC20262351702	12/01/2022	12/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Blanket Builders Risk			7900210100006	12/01/2022	12/01/2023	Limit Per Jobsite \$10,000,000 Deductible \$2,500 Wind/Hail Deductible \$5,000

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

The following applies when required in written contract or agreement: Certificate holder and owner are included as additional insureds on a primary and non-contributory basis with respect to General Liability (including completed operations), Auto Liability. Waiver of subrogation is provided on General Liability, Auto Liability and Workers Compensation.

CERTIFICATE HOLDER**CANCELLATION**

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

AUTHORIZED REPRESENTATIVE

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DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: HAPPY HOLLOW SIDEWALK IMPROVEMENTS

Bid #: 23-24, Construction

Date: 5-11-2023

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Milestone Construction Company LLC

Name Sam Hollis

Address 2002 S. 49th Street Suite A

Principal Office Springdale, AR 72762

Corporation, partnership, individual, joint
venture, other LLC

Arkansas State General Contractor's License Number
0156050424

(Type or legibly print)

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 18 years and has performed work of the nature and magnitude of this Contract for 18 years. Bidder has been in business under its present name for 18 years.
2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)
4. Has Bidder ever failed to complete any project? If so, state when, where, and why.

No

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

5. Bidder normally performs the following work with his own forces:

MILESTONE IS CAPABLE OF SELF-PERFORMING:
EARTHWORK, DEMO, CONCRETE, CARPENTRY, MISC
SPECIALTIES. MILESTONE DOES NOT SELF-PERFORM
ON ALL PROJECTS, DEPENDS ON SCOPE, TIMING, ETC.

6. Construction experience of key individuals in the organization is as follows (continued on attached sheets if needed):

SEE ATTACHED RESUMES' FOR THE FOLLOWING
PERSONNEL: SAM HOLLS, MIKE DAVIS &
LANCE NORSWORTHY

7. In the event the Contract is awarded to Bidder, the required surety Bonds will be furnished by the following surety company and name and address of agent:

TRAVELED CASUALTY AND SURETY CO. OF AMERICA
STERLING SEACREST PARTNERS (AGENT)
P.O. BOX 116445, LITTLE ROCK, AR 72231
ATTN: BILL GRIFFIN

8. Bidder's Workmen's Compensation Experience Modifier Factor is: .79

FINANCIAL STATEMENT

- B. If requested by the City of Fayetteville during the evaluation of bids the bidder shall provide to the City of Fayetteville the following additional information:

Bidder possesses adequate financial resources as indicated by the following:

1. Assets and Liabilities: Attach a financial statement, audited if available, including Bidder's latest balance sheet and income statements showing the following items:
 - a. Current assets (cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory, and prepaid expenses).
 - b. Net fixed assets.
 - c. Other assets.

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

- d. Current liabilities (accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries, and accrued payroll taxes).
- e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).
- f. Name of firm preparing financial statement and date thereof:

If financial statement is not for identical organization named herein, explain relationship and financial responsibility of the organization furnished.

2. Current Judgments: The following judgements are outstanding against Bidder:

	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	<u>N/A</u>	<u> </u>	\$ <u> </u>
b.	<u>N/A</u>	<u> </u>	\$ <u> </u>

Bidder hereby represents and warrants that all statements set forth herein are true and correct.

Date: 5/11, 2023.

(OFFICIAL SEAL)

Name of Organization:

MILESTONE CONSTRUCTION COMPANY, LLC

By SAM R. HOLLIS

(Type or legibly print)

By Sam R. Hollis

(Signature)

Title PRESIDENT

(Type or legibly print)

(If Bidder is a partnership, the partnership name shall be signed, followed by the signature of at least one of the partners. If Bidder is a corporation, the corporate name shall be signed, followed by the signature of a duly-authorized officer and with the corporate seal affixed.)

Jobs Currently in Progress

Project Name	Project Owner	Architect	Contract Amount	% Complete	Scheduled Compl. Date
George Elementary Addition Springdale, AR BOLDED	Springdale Public Schools Springdale, AR	Core Architects Rogers, AR	\$ 11,290,673.00	1%	8/1/2024
Luther George Park Springdale, AR BOLDED	City of Springdale Springdale, AR	SMM Studio New Orleans, LA	\$ 11,738,372.00	20%	8/1/2024
Pea Ridge Urgent Care Pea Ridge, AR	Schumacher Farms Prairie Grove, AR	Key Architects Fayetteville, AR	\$ 1,900,000.00	1%	2/15/2024
Siloam Springs Admin Bldg. Siloam Springs, AR BOLDED	Siloam Springs Public Schools Siloam Springs, AR	Bild Architects Fayetteville, AR	\$ 6,801,970.00	50%	10/1/2023
Cross Church Addition Fayetteville, AR	Cross Church Springdale, AR	Core Architects Rogers, AR	\$ 4,537,150.00	25%	8/15/2023
Tyson Daycare Springdale, AR	Tyson Foods Springdale, AR	Page Southerland Page Houston, TX	TBD	10%	12/31/2023
Springdale Judicial Center Springdale, AR BOLDED	City of Springdale Springdale, AR	Duvall Decker Architects PA Jackson, MS	\$ 35,800,000.00	95%	5/1/2023
John L. Colbert Middle School Fayetteville, AR BOLDED	Fayetteville Public Schools Fayetteville, AR	Lewis Architects Engineers Little Rock, AR	\$ 27,434,818.00	80%	6/1/2023
Razorback Realignment Springdale, AR BOLDED	City of Springdale Springdale, AR	McClelland Engineers Fayetteville, AR	\$ 4,200,000.00	75%	5/30/2023

Work Completed in the Past 5 Years

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Tyson Tower 2 2200 W. Don Tyson Pkwy Springdale, AR 72762	Tyson Foods Springdale, AR	HOK Architects St Louis, MO	\$ 11,563,727.00	Feb-23	15%
Glad Extrusion Expansion 1700 N. 13th Street Rogers, AR 72756	Glad Manufacturing Rogers, AR	Hight Jackson Associates PA Rogers, AR	\$ 3,563,830.00	Feb-23	10%
Tyson & Kelly Middle School HVAC Replacement	Springdale, Public Schools Springdale, AR	HSA Engineering Fort Smith, AR	\$ 4,330,529.00	Mar-23	15%
Woodland and Ramay Renovations 401 S. Sang Ave. & 1 E Poplar St Fayetteville, AR 72701	Fayetteville Public Schools Fayetteville, AR	Architecture Plus Fort Smith, AR	\$ 7,353,219.00	Nov-22	20%
Legacy Bank 205 W. Pridemore Dive Lincoln, AR 72744	Legacy National Bank Springdale, AR	KSA Architecture PA Fayetteville, AR	\$ 2,249,029.00	Nov-22	30%
Springdale Rec Center 1906 Cambridge Street Springdale, AR 72764	City of Springdale Springdale, AR	Hight Jackson Associates PA Rogers, AR	\$ 366,017.00	Nov-22	25%
The Crossings 5600 US-412 Springdale, AR 72762	CL George & Sons Springdale, AR	McClelland Engineers Fayetteville, AR	\$ 1,549,900.00	Aug-21	10%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
Rogers Virtual School 605 W Dyke Road Rogers, AR 72758	Rogers School District Rogers, AR	Hight-Jackson Associates Rogers, AR	\$ 660,222.00	Aug-21	10%
Cross Church Student Renovation 1709 Johnson Road Springdale, AR 72762	Cross Church Springdale, AR	Core Architects Rogers, AR	\$ 1,139,250.00	Dec-21	10%
Bright Ridge Dental 1603 SW Regional Airport Blvd Bentonville, AR 72712	Bright Ridge Dental Holdings, LI Bentonville, AR	GHN Architects & Engineers Springfield, MO	\$ 495,521.00	Dec-21	5%
HVAC Improvements Fayetteville, AR	Fayetteville Public Schools Fayetteville, AR	Lewis Architects Little Rock, AR	\$ 1,149,225.00	Jul-21	15%
Town Center Restoration 15 W. Mountain Street Fayetteville, AR 72701	City of Fayetteville Fayetteville, AR	DEMEX Fayetteville, AR	\$ 427,919.00	May-21	50%
Fire Station No. 9 7561 W. Downum Rd Springdale, AR 72762	City of Springdale Springdale, AR	MBL Architects Fayetteville, AR	\$ 2,090,000.00	Apr-21	15%
Streets at Ball Road Ball & County Line Rd Springdale, AR 72762	City of Springdale Springdale, AR	ESI Engineers Springdale, AR	\$ 3,733,110.00	Apr-21	5%
Shaw Park 7341 W. Downum Rd Springdale, AR 72762	City of Springdale Springdale, AR	ESI Engineers Springdale, AR	\$ 10,485,000.00	Mar-21	20%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
HVAC Improvements for Elmwood & Oakdale Schools 1610 S. 13th St./511 N. Dixieland Rogers, AR 72758	Rogers Public Schools Rogers, AR	High-Jackson Architecture Rogers, AR	\$ 1,318,126.00	Dec-20	20%
Bellafont Building 3790 N. Bellafont Blvd. Fayetteville, AR 72703	OD Building, LLC Springdale, AR	Core Architects Rogers, AR	\$ 3,582,443.00	Nov-20	15%
Thaden School Phase 2 SE 8th Street & S. Main Street Bentonville, AR 72712	Thaden School Bentonville, AR	Matlon Blackwell Architects 42 E. Center Street Fayetteville, AR 72701	\$ 39,092,763.00	Sep-20	20%
Westside Elementary 2200 West Oak St. Rogers, AR 72758	Rogers School District Rogers, AR	Modus Studios Fayetteville, AR	\$ 5,462,340.00	Sep-02	25%
Rogers Emergency Training Addition & Remodel 3003 West Oak Street Rogers, AR 72758	City of Rogers Rogers, AR	DEMIX Architecture Fayetteville, AR	\$ 735,000.00	Aug-20	15%
Fire Station No. 8 2246 E. Huntsville Ave. Springdale, AR 72762	City of Springdale Springdale, AR	MBL Architects Fayetteville, AR	\$ 3,029,800.00	Jun-20	15%
Bank of Gravette 211 Main Street SE Gravette, AR 72736	Legacy National Bank Springdale, AR 72762	KSA Architects Fayetteville, AR	\$ 2,125,000.00	May-20	20%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
XNA Security Checkpoint Expansion One Airport Blvd Bentonville, AR 72712	NW/ARA One Airport Blvd., Suite 100 Bentonville, AR 72712	WD&D 2434 E Joyce Blvd., Suite 10 Fayetteville, AR 72703	\$ 4,158,900.00	Jan-20	25%
NWACC-Washington County 6101 Watkins Ave. Springdale, AR 72762	NWACC Bentonville, AR	Hight Jackson Associates Rogers, AR	\$ 10,865,051.00	Oct-19	20%
Archer Learning Center 600 Ashe Street Springdale, AR	Springdale School District Springdale, AR	Hight Jackson Architects Rogers, AR	\$ 1,077,493.00	Aug-19	30%
Memorial Park 205 E. Jefferson Siloam Springs, AR 72761	City of Siloam Springs Siloam Springs, AR	CARBO Landscape Architecture Baton Rouge, LA	\$ 3,032,630.00	May-19	15%
Fire Station No. 7 7867 Har-Ber Ave. Springdale, AR 72762	City of Springdale Springdale, AR	MBL Architects Fayetteville, AR	\$ 2,910,699.00	Jul-19	10%
MANA-Urgent Care 1673 N. College Ave. Fayetteville, AR 72701	Medical Associates of NWA Fayetteville, AR	Key Architecture Fayetteville, AR	\$ 1,214,291.00	Dec-18	20%
Glad Locker Room Renovation 1700 N. 13th Street Rogers, AR 72756	Glad Manufacturing Rogers, AR	Hight Jackson Architects Rogers, AR	\$ 1,393,379.00	Dec-18	20%
Tyson Tower 1 2200 W. Don Tyson Parkway Springdale, AR 72762	Tyson Foods, Inc. Springdale, AR	HOK Architects St. Louis, MO	\$ 10,563,420.00	Oct-18	15%

Project Name	Project Owner	Architect	Contract Amount	Date of Completion	% of Work by Milestone
First Presbyterian Church Addition and Remodel Fayetteville, AR	First Presbyterian Church Fayetteville, AR	Fennell, Purifoy Architects Little Rock, AR	\$ 952,195.00	Oct-18	35%
First Baptist Church-Phase 3C 3364 W. Pleasant Grove Rogers, AR 72758	First Baptist Church Rogers, AR	Hight Jackson Associates Rogers, AR	\$ 1,450,000.00	Aug-18	10%
Legacy National Bank 2904 S. Walton Blvd. Bentonville, AR 72712	Legacy National Bank Springdale, AR	KSA Fayetteville, AR	\$ 2,551,495.00	Sep-18	12%
Elkins High School Football Stadium, Admin Bldg. Weight Room	Elkins School District Elkins, AR	Hight Jackson Associates Rogers, AR	\$ 4,792,360.00	Sep-18	18%
MANA-MRI 801 SE Plaza Bentonville, AR 72712	Medical Associates of NWA Fayetteville, AR	Key Architecture, Inc. Fayetteville, AR	\$ 372,800.00	Jun-18	10%
Road Runner #1105 1632 Richmond Road Texarkana, TX 75503	Petro Plus N. Little Rock, AR	Architect Plus Fort Smith, AR	\$ 2,537,516.00	Jun-18	10%
Road Runner #1106 4613 W. 7th Street Texarkana, TX 75501	Petro Plus N. Little Rock, AR	Architect Plus Fort Smith, AR	\$2,754,968.00	Jun-18	10%
MANA-Pinnacle Hill 3730 S. Pinnacle Hills Parkway Rogers, AR 72758	Medical Associates of NWA Fayetteville, AR	Kim Fugitt Fayetteville, AR	\$2,886,000.00	May-18	12%

DOCUMENT 00400 – BID FORM

Contract Name: HAPPY HOLLOW SIDEWALK IMPROVEMENTS

Bid Number: 23-24

BID TO:

Owner: The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

BID FROM:

Bidder:

Milestone Construction Company LLC
2002 S. 48th Street Suite A
Springdale, AR 72762

ARTICLE 1 - INTENT

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid price and within the Bid time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

ARTICLE 2 - TERMS AND CONDITIONS

- 2.01 Bidder accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within 15 days after the date of Owner's Notice of Award.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:
- A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Number
Addendum #01
Addendum #02

Date
4-28-23
5-4-23

DOCUMENT 00400 – BID FORM (continued)

Email: Shollis@mstonecc.com
Phone No. 479-751-3960
Fax No. 479-751-4841

ARTICLE 8 - TERMINOLOGY

- 8.01 The terms used in this Bid which are defined in the GENERAL CONDITIONS or Instructions to Bidders will have the meanings assigned to them.

Arkansas State Contractor License No. 0156090424

If Bidder is:

An Individual

Name (type or printed): _____

By: _____ (SEAL)
(Individual's Signature)

Doing business as: _____

Business address: _____

Phone No. _____ Fax No. _____

Email address: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (type or printed): _____

Business address: _____

Phone No. _____ Fax No. _____

Email address: _____

DOCUMENT 00400 – BID FORM (continued)

A Corporation or LLC

Corporation Name: Milestone Construction Company, LLC (SEAL)

State of Incorporation: Arkansas

Type (General Business, Professional, Service, Limited Liability): LLC

By: Sam R Hollis

(Signature of general partner - attach evidence of authority to sign)

Name (type or printed): Sam R. Hollis

Title: PRESIDENT

Attest: [Signature] (CORPORATE SEAL)

(Signature of Corporate Secretary)

Phone No. 479-751-3560 Fax No. 479-751-4841

Email address: shollis@msstonecc.com

Tax ID Number (TIN): 14-1916029

DUNS # JYM2MLDCE6F7

Cage Code: 08R08

DOCUMENT 00430 – LIST OF SUBCONTRACTORS

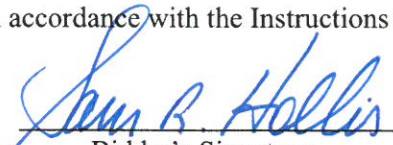
In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

HAPPY HOLLOW SIDEWALK IMPROVEMENTS

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition	Custom LawnCare & Landscape PO Box 9466 Fayetteville, AR	\$25,074.00
SWPPP/Erosion Control	Avilas NE Concrete Construction LLC 1506 S. Dixieland Rd	\$18,900.00
Asphalt	Jereme Richardson Asphalt PO Box 11719 Ft Smith, AR	\$5670.00
Concrete	Avilas NE Concrete Construction LLC 1506 S. Dixieland Rd	\$1,625.72
Landscaping	Custom LawnCare & Landscape PO Box 9466 Fayetteville, AR	\$16,814.70
Material Testing	BTS 1919 N. Shiloh Dr. Fayetteville, AR	\$1700.00
Other (designate)		

NOTE: This form must be submitted in accordance with the Instructions to Bidders.


Bidder's Signature



BID TABULATION

Bid 23-24, Construction - Happy Hollow Sidewalk Improvements

DEADLINE: Thursday, May 11, 2023 at 2:00 PM

Certification of Funds: \$600,000.00 (\$750,000.00 total allowed)

				Milestone Construction Company, LLC		Sweetser Construction, Inc.		Steep Creek LLC	
				Total	\$488,300.29	\$587,571.00	\$733,882.45		
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended
1	Mobilization (Shall not exceed 5% of Total Bid)	1	LS	\$19,329.70	\$19,329.70	\$17,110.00	\$17,110.00	\$31,625.00	\$31,625.00
2	Insurance and Bonding	1	LS	\$27,043.40	\$27,043.40	\$8,430.00	\$8,430.00	\$17,875.00	\$17,875.00
3	Roadway Construction Control (Staking)	1	LS	\$5,040.00	\$5,040.00	\$16,000.00	\$16,000.00	\$7,562.50	\$7,562.50
4	Act 291, 1993 Trench and Excavation Safety Systems	1	LS	\$6,300.00	\$6,300.00	\$2,500.00	\$2,500.00	\$8,937.50	\$8,937.50
5	Erosion Control	1	LS	\$20,600.00	\$20,600.00	\$10,000.00	\$10,000.00	\$9,793.75	\$9,793.75
6	Traffic Control and Maintenance	1	LS	\$3,780.00	\$3,780.00	\$50,000.00	\$50,000.00	\$27,062.50	\$27,062.50
7	Clearing, Grubbing, & Demolition	1	LS	\$25,074.00	\$25,074.00	\$22,500.00	\$22,500.00	\$41,520.00	\$41,520.00
8	Remove Dispose Existing Curb and Gutter	12	LF	\$36.75	\$441.00	\$30.00	\$360.00	\$51.84	\$622.08
9	Remove Dispose Existing Concrete Pavement (Sidewalk, Driveways, etc..)	40	SY	\$78.75	\$3,150.00	\$40.00	\$1,600.00	\$20.79	\$831.60
10	Remove Dispose Existing Asphalt Pavement	180	SY	\$45.50	\$8,190.00	\$30.00	\$5,400.00	\$5.91	\$1,063.80
11	Remove Dispose Existing Storm Sewer System	1	LS	\$8,064.00	\$8,064.00	\$15,000.00	\$15,000.00	\$6,925.00	\$6,925.00
12	Remove Dispose Existing Drop Inlet Top and Reconstruct to Grade	1	LS	\$6,300.00	\$6,300.00	\$2,500.00	\$2,500.00	\$1,282.00	\$1,282.00
13	Rock Excavation	10	CY	\$441.00	\$4,410.00	\$300.00	\$3,000.00	\$125.00	\$1,250.00
14	Unclassified Excavation (Plan Quantity)	1000	CY	\$7.56	\$7,560.00	\$38.00	\$38,000.00	\$27.14	\$27,140.00
15	Select Embankment (Plan Quantity)	190	CY	\$94.50	\$17,955.00	\$36.00	\$6,840.00	\$71.25	\$13,537.50
16	Embankment (Plan Quantity)	470	CY	\$6.17	\$2,899.90	\$36.00	\$16,920.00	\$70.07	\$32,932.90
17	Subgrade Preparation (Plan Quantity)	277	SY	\$27.30	\$7,562.10	\$20.00	\$5,540.00	\$47.15	\$13,060.55
18	4" Topsoil Placement	1100	SY	\$6.75	\$7,425.00	\$12.00	\$13,200.00	\$7.92	\$8,712.00
19	Undercut and Backfill (As directed)	50	CY	\$95.76	\$4,788.00	\$65.00	\$3,250.00	\$114.94	\$5,747.00
20	(6") Aggregate Base Course (Class 7) (Roadway)	200	SY	\$20.16	\$4,032.00	\$30.00	\$6,000.00	\$20.23	\$4,046.00
21	Asphalt Concrete Patching for Maintenance of Traffic	25	TON	\$226.80	\$5,670.00	\$150.00	\$3,750.00	\$275.00	\$6,875.00
22	Class 7 Base for Maintenance of Traffic	30	TON	\$92.40	\$2,772.00	\$30.00	\$900.00	\$63.32	\$1,899.60
23	Concrete and Asphalt T-Patch	20	SY	\$252.00	\$5,040.00	\$225.00	\$4,500.00	\$168.06	\$3,361.20
24	18" Concrete Curb and Gutter (Type A) w/ 6" Class 7 Base	995	LF	\$30.24	\$30,088.80	\$34.00	\$33,830.00	\$39.11	\$38,914.45
25	4" Thick Concrete Sidewalk w/Class 7 Base	535	SY	\$73.71	\$39,434.85	\$95.00	\$50,825.00	\$134.34	\$71,871.90
26	6" Concrete Sidewalk Turndown with curb and Handrail	10	LF	\$226.80	\$2,268.00	\$250.00	\$2,500.00	\$625.50	\$6,255.00
27	6" Thick Concrete Sidewalk with 6" Class 7 Base	470	SY	\$85.05	\$39,973.50	\$110.00	\$51,700.00	\$157.66	\$74,100.20
28	Connect New 18" RCP to Existing Drop Inlet	1	LS	\$1,890.00	\$1,890.00	\$2,000.00	\$2,000.00	\$2,362.50	\$2,362.50
29	18" Reinforced Concrete Pipe Class III	157	LF	\$69.58	\$10,924.06	\$108.00	\$16,956.00	\$145.58	\$22,856.06
30	24" Reinforced Concrete Pipe Class III	306	LF	\$105.00	\$32,130.00	\$140.00	\$42,840.00	\$157.44	\$48,176.64
31	36" Reinforced Concrete Pipe Class III	136	LF	\$351.00	\$47,736.00	\$370.00	\$50,320.00	\$223.99	\$30,462.64
32	36" Reinforced Concrete Pipe Class III (Under Pavement)	27	LF	\$255.74	\$6,904.98	\$400.00	\$10,800.00	\$267.08	\$7,211.16
33	(4'x4') Drop Inlets (Type C)	4	EA	\$7,560.00	\$30,240.00	\$4,500.00	\$18,000.00	\$16,590.63	\$66,362.52
34	(5'x5') Drop Inlets (Type C)	2	EA	\$8,190.00	\$16,380.00	\$6,500.00	\$13,000.00	\$16,728.13	\$33,456.26
35	18" Concrete Flared End Section	1	EA	\$756.00	\$756.00	\$1,500.00	\$1,500.00	\$624.38	\$624.38
36	36" Concrete Flared End Section	2	EA	\$1,764.00	\$3,528.00	\$3,500.00	\$7,000.00	\$1,380.63	\$2,761.26
37	(4') Drop Inlet Extension	3	EA	\$2,520.00	\$7,560.00	\$2,000.00	\$6,000.00	\$2,600.00	\$7,800.00
38	Rock Rip Rap (with Geotextile Fabric)	80	SY	\$47.25	\$3,780.00	\$150.00	\$12,000.00	\$70.20	\$5,616.00
39	Solid Sod (Bermuda)	1100	SY	\$5.10	\$5,610.00	\$8.00	\$8,800.00	\$26.19	\$28,809.00
40	Mailbox Assembly	3	EA	\$210.00	\$630.00	\$400.00	\$1,200.00	\$973.75	\$2,921.25
41	Relocate Existing Water Meter	1	EA	\$4,410.00	\$4,410.00	\$2,000.00	\$2,000.00	\$2,783.75	\$2,783.75
42	Construction Video & Photographs	1	LS	\$630.00	\$630.00	\$3,000.00	\$3,000.00	\$6,875.00	\$6,875.00

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

Amanda Beilfuss

Digitally signed by Amanda Beilfuss
Date: 2023.05.12 14:12:50 -05'00'

Amanda Beilfuss, Sr. Purchasing Agent

Les McGaugh

Digitally signed by Les McGaugh
Date: 2023.05.16 08:21:20 -05'00'

Les McGaugh, Purchasing Director

HAPPY HOLLOW RD 2023 SIDEWALK IMPROVEMENTS

for the
City of Fayetteville

MAY 2023



VICINITY MAP



www.fayetteville-ar.gov

ENGINEERING DIVISION

PHONE: (479) 575-8206
113 W. MOUNTAIN STREET

FAX NO: (479) 575-8202
PROJECT: ENGR. No. 8126



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE:
SUBJECT: **Hawkins-Weir Engineers, Inc. - Highway 112 Amendment No. 1**

RECOMMENDATION:

Staff recommends approval of Amendment No. 1 to the engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with ArDOT Project 040746 Utility Relocations along Highway 112 in an amount not to exceed \$98,610.00.

BACKGROUND:

The Arkansas Department of Transportation has requested utility relocations to prepare for the widening of Highway 112 from Truckers Drive to Howard Nickell Road. Hawkins-Weir has completed the engineering design of these improvements and now the project is moving forward into easement acquisition and bidding phases.

The ArDOT Utility Relocation Agreement for this project is also progressing through the City's committee and council processes.

DISCUSSION:

Amendment No. 1 is necessary to cover costs associated with significant additional effort encountered during the final design phases. This effort included an additional 3,200-feet of pipeline design, assistance with nearby rezoning coordination that was time-sensitive, four additional meetings with City and ArDOT for final coordination items, and additional 3-D modelling to avoid conflicts with the final ArDOT detailing of underground pedestrian facilities.

This amendment has already been approved by ArDOT as a change order to the existing Preliminary Engineering Agreement between the City and ArDOT. The cost for this amendment is \$98,610.00, however, ArDOT reimbursement on this project is approximately 90% which will also apply to these engineering fees.

BUDGET/STAFF IMPACT:

Funds are available in the Water/Sewer Relocations - Bond Projects account within the Water & Sewer fund.

The breakout of the split between the two G/L accounts is below:

G/L Account	Project	Amount
5400.720.5600-5314.00	11011.2101	\$73,957.00
5400.720.5700-5314.00	11011.2101	\$24,653.00
Total		\$98,610.00

ATTACHMENTS: SRF Hawkins-Weir Engineers - Hwy 112, Amendment No. 1, 040746 ARDOT Change Order



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-784

Hawkins-Weir Engineers, Inc. - Highway 112 Amendment No. 1

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$98,610.00 FOR ADDITIONAL SERVICES DURING THE FINAL DESIGN PHASES OF THE UTILITY RELOCATIONS ALONG HIGHWAY 112

WHEREAS, on June 1, 2021, the City Council passed Resolution No. 164-21 approving a Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. for engineering services associated with the utility relocations along Highway 112 from Truckers Drive to Howard Nickell Road associated with Arkansas Department of Transportation Project 040746; and

WHEREAS, Amendment No. 1 to the contract with Hawkins-Weir Engineers, Inc. will provide for costs associated with significant additional services required during the final design phases of the project, with reimbursement from the Arkansas Department of Transportation expected to cover approximately 90% of those costs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign Amendment No. 1 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$98,610.00 for significant additional services required during the final design phases of the project, as shown in the scope of services attached to Amendment No. 1.

City of Fayetteville Staff Review Form

2023-784

Item ID

6/6/2023

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

Tim Nyander

5/17/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 1 to the engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with ArDOT Project 040746 Utility Relocations along Highway 112 in an amount not to exceed \$98,610.00.

Budget Impact:

5400.720.5600-5314.00/5400.720.5700-
5314.00

Water and Sewer

Account Number

Fund

11011.2101

Water/Sewer Relocations - Bond Projects

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 5,903,062.00

Expenses (Actual+Encum)

\$ 1,792,948.85

Available Budget

\$ 4,110,113.15

Does item have a direct cost? Yes

Item Cost

\$ 98,610.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 4,011,503.15

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

AMENDMENT NO. 1
TO THE
AGREEMENT For PROFESSIONAL ENGINEERING SERVICES
BETWEEN
CITY OF FAYETTEVILLE, ARKANSAS
AND
HAWKINS-WEIR ENGINEERS, INC.

In accordance with the AGREEMENT For PROFESSIONAL ENGINEERING SERVICES for the **Highway 112 Utility Relocation (HW Project No. 2021048)**, dated June 1, 2021, between the City of Fayetteville, Arkansas (hereinafter called **Owner**) and Hawkins-Weir Engineers, Inc. (hereinafter called **Engineer**), Owner hereby authorizes Engineer to proceed with engineering services as modified by this Amendment No. 1.

SECTION 1 – SCOPE OF SERVICES

1.1 Amendment No. 1 is for the increased scope of work associated with the Final Design Phase of the Highway 112 Utility Relocation project. Additional services are detailed in the Engineer's attached Scope of Services dated January 17, 2023.

SECTION 2 – TIME OF SERVICE

2.1 Engineer will proceed with providing the services set forth herein immediately upon execution of this Authorization by all parties.

SECTION 3 – COMPENSATION

3.1 Owner shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement. Total payment for Scope of Services described herein shall not exceed Ninety Eight Thousand Six Hundred Ten and 00/100 Dollars (\$98,610.00) without written approval of Owner. These additional services adjust the Agreement's not to exceed fee to **\$524,410.00**, but does not adjust the not to exceed reimbursable expenses of \$40,200.00.

Attachments: Scope of Services dated January 17, 2023
Fee Proposal dated January 17, 2023
Arkansas State Highway Commission Utility Change Order
Standard Hourly Billing Rate Structure, effective August 14, 2022

AUTHORIZATION BY:
CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Honorable Lioneld Jordan, Mayor

Date: _____

ACCEPTED BY:
HAWKINS-WEIR ENGINEERS, INC.

By: Brett D. Peters
Brett D. Peters, P.E.
President and CEO

Date: 04/13/2023



**Amendment No. 1
Scope of Services
Highway 112 Utility Relocations
Fayetteville, Arkansas
HW Project No. 2021048
January 17, 2023**



D. Task 3 – Final Design (ARDOT Preliminary Engineering – Change Order)

1. Prepare final design calculations, plans, profiles, details, quantity takeoffs, and cost estimates for an additional 3,200 LF of pipe line
2. Prepare exhibits for City of Fayetteville's use relative to a rezoning effort for Benedict Preliminary Master Plan and provide review comments on rezoning for the 112 Drive-In Development
3. Research property records and prepare additional utility easement in Highway 112 Business Park for existing utilities along W. Enterprise Drive
4. Prepare requests and coordinate with ARDOT on proposed right-of-way changes along Arkansas Highway 112 north of Truckers Drive; relocation of proposed ARDOT drainage improvements and elimination of a sanitary sewer relocation on W. Van Ashe Drive; and possible extension of water line improvements along Arkansas Highway 112 north of Howard Nickle Road for future phase of Highway 112 widening
5. Prepare Civil 3D surface model of proposed traffic circle at Arkansas Highway 112 and W. Van Ashe Drive to determine location of existing 36-in. transmission line relative to proposed drainage improvements and roadway embankment
6. Attend (1) additional 50% Design Review meeting and prepare additional plan revisions for pipeline alignment and associated easement updates
7. Attend (3) additional 90% (Pre-Final) Design Review meetings with City of Fayetteville Utility Department staff, City land agents, and ARDOT
8. Update technical specifications for project manual based on revised City of Fayetteville Standard Specifications recently approved by the Arkansas Department of Health
9. Coordinate, inspect and perform location survey on the second phase of geotechnical bores at the project site



Exhibit B
Scope of Services and Fee Proposal Summary
Contract Amendment No. 1 Revised
Highway 112 Utility Relocations
City of Fayetteville, Arkansas
HW Project No. 2021048
January 17, 2023



D. Task 3 - Final Design, Amendment 1 (ARDOT Preliminary Engineering - Change Order)

Highway 112 Utility Relocations, Fayetteville, Arkansas

Task	Engr VII	Engr V	Engr III	Engr I	GPS Survey	Surveyor	Insp I	Tech IV	Tech I	Total Hours
1. Prepare final design calculations, plans, profiles, details, quantity takeoffs, and cost estimates for an additional 3,200 LF of pipe line	188	8	20	166	4			72	22	480
2. Prepare exhibits for City of Fayetteville's use relative to a rezoning effort for Benedict Preliminary Master Plan and provide review comments on rezoning for the 112 Drive-In Development	12					4		2		18
3. Research property records and prepare additional utility easement in Highway 112 Business Park for existing utilities along W. Enterprise Drive	1					6				7
4. Prepare requests and coordinate with ARDOT on proposed right-of-way changes along Arkansas Highway 112 north of Truckers Drive; relocation of proposed ARDOT drainage improvements and elimination of a sanitary sewer relocation on W. Van Ashe Drive; and possible extension of water line improvements along Arkansas Highway 112 north of Howard Nickle Road for future phase of Highway 112 widening	16			2				2		20
5. Prepare Civil 3D surface model of proposed traffic circle at Arkansas Highway 112 and W. Van Ashe Drive to determine location of existing 36-in. transmission line relative to proposed drainage improvements and roadway embankment	4							22		26
6. Attend (1) additional 50% Design Review meeting and prepare additional plan revisions for pipeline alignment and associated easement updates	6	2		4						12
7. Attend (3) additional 90% (Pre-Final) Design Review meetings with City of Fayetteville Utility Department staff, City land agents, and ARDOT	16	4		20						40
8. Update technical specifications for project manual based on revised City of Fayetteville Standard Specifications recently approved by the Arkansas Department of Health	36								4	40
9. Coordinate, inspect and perform location survey on the second phase of geotechnical bores at the project site	2			2	4			1		9
Total Hours	281	14	20	194	8	10	0	99	26	652
Final Design, Amendment 1 (ARDOT Preliminary Engineering - Change Order)										\$98,610

ENGINEERING SERVICES SUMMARY

Highway 112 Utility Relocations, Fayetteville, Arkansas

A. Task 1 - Preliminary Engineering Services	Approved under Agreement for Professional Engineering Services, June 1, 2021	\$36,000
B. Task 2 - Final Design Phase (ARDOT Construction Agreement)	Approved under Agreement for Professional Engineering Services, June 1, 2022	\$389,800
C. Reimbursable Expenses	Approved under Agreement for Professional Engineering Services, June 1, 2023	\$40,200
D. Task 3 - Final Design, Amendment 1 (ARDOT Preliminary Engineering - Change Order)		\$98,610
Total Engineering Fee - Not to Exceed		\$564,610

**ARKANSAS STATE HIGHWAY COMMISSION
UTILITY CHANGE ORDER**

UTILITY City of Fayetteville CHANGE ORDER NO. One (PE)
 JOB NO. 040746 FAP NO. CMF-TAPF-9142(48) JOB NAME Truckers Dr. - Howard
 ROUTE 112 SECTION 1 Nickell Rd. (Fayetteville)(S)
 COUNTY Washington

DESCRIPTION OF CHANGE:

Increase Preliminary Engineering from the amount entered on the PE Agreement of \$466,000.00 to the revised estimated amount of \$564,610.00, which results in an increase of \$98,610.00.

REASON FOR CHANGE:

Increase Preliminary Engineering due to additions in the scope of work for design. Additional facilities have been included in the relocation plans, and additional engineering is required due to business developments within the project area. Additional coordination is also being required to complete the Owner's relocation proposal. Please see attached estimate.

Item Description	Present Amount	Revised Amount	Increase (Decrease)
Preliminary Engineering	\$466,000.00	\$564,610.00	\$98,610.00
TOTAL	\$466,000.00	\$564,610.00	\$98,610.00

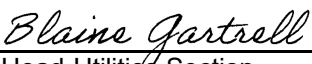
COMPUTATION OF REIMBURSABLE AMOUNT:

Reimbursable Percentage: 90.31% (estimated)

Present Amount	\$466,000.00	Reimb. %	90.31%	\$420,844.60
Revised Amount	\$564,610.00	Reimb. %	90.31%	\$509,899.29
Overrun				\$89,054.69

Requested 
Coordinator

Date 2-8-2023

Recommended 
Section Head-Utilities Section

Date 2-8-2023

Approved 
Right of Way Division Head

Date 2/8/2023

Authorized 
Asst. Chief Engineer-Design

Date 02-08-2023 dt

**Standard Billing Rate Structure
For Hourly Fee Based Contracts
Hawkins-Weir Engineers, Inc.
Effective August 14, 2022 through August 12, 2023⁽¹⁾**

Engineer

Engineer VII	\$ 220 Per Hour
Engineer VI	\$ 200 Per Hour
Engineer V	\$ 175 Per Hour
Engineer IV	\$ 150 Per Hour
Engineer III	\$ 130 Per Hour
Engineer II	\$ 115 Per Hour
Engineer I	\$ 100 Per Hour

Engineering Technician

Designer I	\$ 110 Per Hour
Technician IV	\$ 95 Per Hour
Technician III	\$ 85 Per Hour
Technician II	\$ 75 Per Hour
Technician I	\$ 65 Per Hour

Field Technician - Field Inspector

Resident Project Representative (RPR)	\$ 120 Per Hour
Construction Manager	\$ 100 Per Hour
Inspector II	\$ 85 Per Hour
Inspector I	\$ 75 Per Hour

Field Surveying

GPS Survey	\$ 175 Per Hour
Surveyor	\$ 125 Per Hour

Administrative

Business Manager	\$ 85 Per Hour
------------------	----------------

Expert Witness

Preparation	At Engineer's Hourly Rate
Testimony, less than 1/2 day	\$2,000
Testimony, per Day	\$4,000

Expenses Reimbursable Expenses and upcharges are determined by the Client Agreement/Contract

Subconsultants/Outside Services		
Express Delivery, Field Supplies, Testing, Review/Filing Fees and Advertising		
Travel:	Hotel and meals	Actual Cost
	Vehicle ⁽²⁾	\$0.655 per mile effective 1/1/23
Reproduction:	Outside printing service	Actual Cost
	In-house printing	
	Letter Copy - B&W	\$ 0.12 Per Copy
	Letter Copy - Color	\$ 0.75 Per Copy
	22 x 34 Size Copy - B&W	\$ 3.00 Per Copy
	22 x 34 Size Copy - Color	\$12.00 Per Copy
	22 x 34 Size Copy - Color Photo	\$25.00 Per Copy
	11 x 17 Size Copy - B&W	\$ 1.50 Per Copy
	11 x 17 Size Copy - Color	\$ 5.00 Per Copy
	CD Copy	\$ 5.00 Per Copy
	Binding	\$ 1.00 Each

⁽¹⁾ Billing Rates are reviewed and adjusted annually in August. Regardless, any adjustment in Billing Rates will not impact previously negotiated Not To Exceed (NTE) fee amounts without a formal Contract Amendment.

⁽²⁾ To be adjusted periodically to current IRS mileage rate.

**ARKANSAS STATE HIGHWAY COMMISSION
UTILITY CHANGE ORDER**

UTILITY City of Fayetteville CHANGE ORDER NO. One (PE)
 JOB NO. 040746 FAP NO. CMF-TAPF-9142(48) JOB NAME Truckers Dr. - Howard
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TOTAL	\$466,000.00	\$564,610.00	\$98,610.00

COMPUTATION OF REIMBURSABLE AMOUNT:

Reimbursable Percentage: 90.31% (estimated)

Present Amount	\$466,000.00	Reimb. %	90.31%	\$420,844.60
Revised Amount	\$564,610.00	Reimb. %	90.31%	\$509,899.29
Overrun				\$89,054.69

Requested 
Coordinator

Date 2-8-2023

Recommended 
Section Head-Utilities Section

Date 2-8-2023

Approved 
Right of Way Division Head

Date 2/8/2023

Authorized 
Asst. Chief Engineer-Design

Date 02-08-2023 dt



Exhibit B
Scope of Services and Fee Proposal Summary
Contract Amendment No. 1 Revised
Highway 112 Utility Relocations
City of Fayetteville, Arkansas
HW Project No. 2021048
January 17, 2023



Include with PE Change Order #1

D. Task 3 - Final Design, Amendment 1 (ARDOT Preliminary Engineering - Change Order)

Highway 112 Utility Relocations, Fayetteville, Arkansas

Task	Engr VII	Engr V	Engr III	Engr I	GPS Survey	Surveyor	Insp I	Tech IV	Tech I	Total Hours
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5. Prepare Civil 3D surface model of proposed traffic circle at Arkansas Highway 112 and W. Van Ashe Drive to determine location of existing 36-in. transmission line relative to proposed drainage improvements and roadway embankment	4							22		26
6. Attend (1) additional 50% Design Review meeting and prepare additional plan revisions for pipeline alignment and associated easement updates	6	2		4						12
7. Attend (3) additional 90% (Pre-Final) Design Review meetings with City of Fayetteville Utility Department staff, City land agents, and ARDOT	16	4		20						40
8. Update technical specifications for project manual based on revised City of Fayetteville Standard Specifications recently approved by the Arkansas Department of Health	36								4	40
9. Coordinate, inspect and perform location survey on the second phase of geotechnical bores at the project site	2			2	4			1		9
Total Hours	281	14	20	194	8	10	0	99	26	652
Final Design, Amendment 1 (ARDOT Preliminary Engineering - Change Order)										\$98,610

E. Task 4 - Construction Phase Services, Amendment 1 (ARDOT Construction Engineering)

Highway 112 Utility Relocations, Fayetteville, Arkansas

Task	Engr VII	Engr V	Engr III	Engr II	GPS Survey	Surv	Insp I	Tech IV	Tech I	Total Hours
1. Conduct a Pre-Construction Conference with the Owner and Contractor	4	4		4					2	14
a. Prepare and distribute a Meeting Summary	4	4		4					2	14
b. Provide field survey to establish control monumentation					16	4				20
2. Provide full time observation of Contractor's construction activities ⁽¹⁾		240		600			4400		160	5400
3. Conduct 24 monthly progress meetings	80	120		120						320
a. Conduct a Concrete Pre-Placement Conference with the Owner and Contractor	4	4		4						12
b. Conduct a coordination meeting with the Owner and the Contractor prior to connecting to the existing 36-inch transmission line	4	4		4						12
c. Conduct a coordination meeting with the Owner and the contractor prior to hydrostatic pressure testing and disinfection of water lines		4		4						8
d. Prepare and distribute Meeting Summaries	8	48		48					80	184
4. Prepare, review, and coordinate the dissemination of construction documentation including materials submittals, requests for information, testing results, field orders, and change orders as directed by the Owner	80	120		120				40	104	464
5. Review the Contractor's construction quantities and materials stored and prepare monthly pay requests for the Owner's consideration and approval	40	48		96					48	232
6. Conduct as-built surveys of completed water and sanitary sewer improvements					64	8				72
7. Coordinate and conduct a final inspection with the Contractor and the Owner	8	8		4						20
a. Prepare and distribute a punch list of deficient construction items for the Contractor to address		4		4					4	12
b. Monitor Contractor's completion of the punch list items and prepare an acceptance recommendation for the Owner	8	8		8						24
8. Prepare Record Drawings of the completed project and provide one (1) reproducible hard copy and one (1) electronic copy for the Owner's archives		24		20				80		124
Total Hours	240	640	0	1040	80	12	4400	120	400	6932
Construction Phase Services, Amendment 1 (ARDOT Construction Engineering)										\$667,300



Exhibit B
Scope of Services and Fee Proposal Summary
Contract Amendment No. 1 Revised
Highway 112 Utility Relocations
City of Fayetteville, Arkansas
HW Project No. 2021048
January 17, 2023



ENGINEERING SERVICES SUMMARY

Highway 112 Utility Relocations, Fayetteville, Arkansas

A. Task 1 - Preliminary Engineering Services	\$36,000
B. Task 2 - Final Design Phase (ARDOT Construction Agreement)	\$389,800
C. Reimbursable Expenses	\$40,200
D. Task 3 - Final Design, Amendment 1 (ARDOT Preliminary Engineering - Change Order)	\$98,610
E. Task 4 - Construction Phase Services, Amendment 1 (ARDOT Construction Engineering)	\$667,300
Total Engineering Fee - Not to Exceed	\$1,231,910

- (1) Inspection time based on a 910-day (30 months) Construction Contract Time (182 calendar days to Materials Delivery, 698 days to Substantial Completion, and 30 days to Final Completion). Materials delivery observation is based on 8 hours per week, full-time construction observation is based on 8 hours per day (Monday through Friday), and periodic inspection is based on 16 hours per week until the originally scheduled final completion date. Construction phase services assume that the City of Fayetteville will also provide a city inspector for periodic inspection during construction.

Mashburn, Keith

From: Barry McCormick <Barry.McCormick@hawkins-weir.com>
Sent: Thursday, January 19, 2023 11:07 AM
To: Mashburn, Keith
Cc: Corey Granderson P.E. (cgranderson@fayetteville-ar.gov); Josh Durham
Subject: Information for PE Agreement Change Order and CE Agreement - Hwy 112, 2021048
Attachments: 2021048 Scope of Services Fee Proposal - Amendment 1 (draft 01-17-23).pdf

Follow Up Flag: Follow up
Flag Status: Flagged

CAUTION: This email originated from outside of ArDOT. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Keith

This will transmit for your review our updated Scope of Services and Fee Proposal Summary for the Hwy 112 Utility Relocation project, which includes a proposed Change Order for additional Final Design Services (Task 3). As discussed during the coordination meeting with Corey Granderson on January 5, 2023, we understand that the additional Final Design Services fee (\$98,610) can be added to Fayetteville's current ArDOT Preliminary Engineering Agreement by Change Order. Please advise if any additional information is needed to execute this change order with ArDOT.

The attached fee proposal also includes the proposed fee for the Construction Phase Services (\$667,300). As discussed during our January 5 meeting, the City of Fayetteville will also provide inspection services for this project during construction. Our fee for Construction Engineering is based on using both our staff and Fayetteville's staff to inspect the Highway 112 Utility Relocations project. As noted below, Corey has estimated \$100,000 for inspection services by Fayetteville staff.

Corey has also estimated a labor expense of \$30,000 for Fayetteville's land agents in acquiring the necessary utility and temporary construction easements for this project.

Please let me know if you need any additional information to prepare the Construction Engineering Agreement with Fayetteville. See also Corey's highlighted questions below – please advise on the timing of taking our Engineering Services Amendment to the City of Fayetteville.

If you have any questions, please call.

Copy to File: Hwy 112 Utility Relocations, 2021048

Barry K. McCormick, P.E., Principal

Hawkins-Weir Engineers, Inc.

P.O. Box 648, 110 South 7th St., Van Buren, AR 72957
(P) 479.474.1227 - (F) 479.474.8531 - (M) 479.883.2570
Licensed Professional Engineer in Arkansas and Oklahoma

From: Granderson, Corey <cgranderson@fayetteville-ar.gov>
Sent: Wednesday, January 18, 2023 9:25 AM
To: Barry McCormick <Barry.McCormick@hawkins-weir.com>

Cc: Brett Peters <Brett.Peters@hawkins-weir.com>; Josh Durham <Josh.Durham@hawkins-weir.com>
Subject: RE: Proposal for Amendment 1 - Final Design CO & Construction Phase Services - Hwy 112 2021048

Barry – I do not have any comments on these, thank you for preparing. Here are some of my next thoughts:

1. Brandi's time can be estimated at \$30,000 for easement acquisition.
2. City Inspection time can be estimated at \$100,000 for a placeholder.
3. We now have all numbers and dates to complete Keith's relocation agreement, correct?
 - a. We need to get everything to Keith so that he can draft the agreement and get ARDOT reviews started, which include the construction plan set review.
 - b. Is there any other info lacking for the agreement document?
4. I need to understand when to run the Fayetteville/HW contract amendment through Committee/Council. I realize this might be a Keith question, but curious:
 - a. Can a PE Agreement change order be fully executed, AND the relocation agreement be approved by ARDOT for Fayetteville signature, then I execute the amendment to our contract?
 - b. I hesitate to run our amendment through without these items from ArDOT since reimbursement is on the line.

Best,

Corey W. Granderson, P.E.
Utilities Engineer
City of Fayetteville, Arkansas
cgranderson@fayetteville-ar.gov
479.444.3452
www.fayetteville-ar.gov



From: Barry McCormick <Barry.McCormick@hawkins-weir.com>
Sent: Tuesday, January 17, 2023 4:07 PM
To: Granderson, Corey <cgranderson@fayetteville-ar.gov>
Cc: Brett Peters <Brett.Peters@hawkins-weir.com>; Josh Durham <Josh.Durham@hawkins-weir.com>
Subject: Proposal for Amendment 1 - Final Design CO & Construction Phase Services - Hwy 112 2021048

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.

Corey

Attached for your review are draft copies of a proposed Scope of Services and a Fee Proposal for Amendment 1 to our Engineering Services Agreement on the Highway 112 Utility Relocations Project.

The scope and fee proposal are divided into two (2) tasks.

- Task 3 is for the additional Design Phase Services that were previously proposed for preparing the construction plans and bidding documents. It is my understanding from our 01/05 meeting with Keith Mashburn, that these additional design services can be added by Change Order to the ArDOT "Preliminary Engineering Agreement."
- Task 4 is for the proposed Construction Phase Services for the Highway 112 project.

Please review and advise if you have any questions or need any additional information. Once we are in agreement on the Task 3 and Task 4 fee totals, we can provide the estimated Construction Engineering amount to Keith Mashburn. I am assuming that you will need to provide a separate estimate for providing a COF inspector for the construction period, as well as an estimate of the easement acquisition expenses.

Barry K. McCormick, P.E., Principal

Hawkins-Weir Engineers, Inc.

P.O. Box 648, 110 South 7th St., Van Buren, AR 72957

(P) 479.474.1227 - (F) 479.474.8531 - (M) 479.883.2570

Licensed Professional Engineer in Arkansas and Oklahoma

ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

Job No. <u>040746</u> (Utilities)	FAP No. <u>CMF-9142(48)</u>
Job Location <u>Truckers Dr. - Howard</u>	Utility Owner <u>City of Fayetteville</u>
<u>Nickell Rd. (Fayetteville)(S)</u>	
Route <u>112</u> Section <u>1</u>	Consultant <u>Hawkins-Weir</u>
County <u>Washington</u>	<u>Engineers, Inc.</u>

THIS AGREEMENT, made and entered into this 21st day of July, 2021, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas Department of Transportation, with headquarters at Little Rock, Arkansas, hereinafter referred to as the "Department" and the **City of Fayetteville, Arkansas** acting by and through its duly authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

(1) The Department proposes to make highway improvements and the Owner is required to adjust or relocate its facilities, as necessary, to clear highway construction.

(2) The Owner is not adequately staffed to carry out the necessary preliminary engineering and has requested the services of the licensed engineering company of **Hawkins-Weir Engineers, Inc.** to perform the following services.

- a. Make all necessary field surveys and investigations and subsequently prepare complete plans, estimate of costs, and construction specifications.
- b. Furnish four (4) copies of plans, specifications, etc. for Department review and approval.
- c. If construction work is to be performed by other than Owner's forces, prepare all necessary documents to secure bids and let a contract for the proposed work.
- d. Conduct bid opening and complete contract documents.

(3) The Owner has entered into a contract with the consultant, subject to the Department's approval, and has furnished a copy which is attached and made part of this agreement. The estimated costs are not to exceed **\$ 466,000.00**.

(4a) The cost of preliminary engineering services shall be eligible for actual cost reimbursement from the Department at the same ratio as the adjustment of Owner's facilities are eligible.

(4b) Owner agrees to retain cost records and accounts for inspection and audit for a period of three (3) years from the date of final payment.

(5) The consultant shall begin work **10 calendar** days after receiving written authorization from Owner and complete **300 calendar** days thereafter.

(6) The Department may suspend or cancel the work under this contract at any time. Reimbursement will be made, in a proportionate amount, for any services performed by the consultant prior to the receipt, by the Owner, of written notice of cancellation.

(7) Owner shall be responsible for any and all hazards to persons, property, and traffic. With respect to traffic control, owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices, as amended and supplemented.

(8) This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

(9) To the extent applicable to this agreement, the Owner shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410). The Owner is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or regulation of the Owner's facilities (as specified in 23 CFR 645) on contracts and agreements involving Federal-Aid Highway Program funding and precedence over regulations which allow the Owner to furnish materials from company stock (as specified on 23 CFR 645.117(e)). Company Stock materials that do not meet Buy America requirements may not be permanently incorporated into a Federal-Aid Highway Program funded project. The Owner must provide a definitive statement that all products permanently incorporated into the project are covered under the Buy America requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

(10) Subject to the terms and conditions herein, neither the Owner nor the Department by execution of this agreement waives or relinquishes any rights which either may legally have within the limits of the law or constitution either State or Federal.

City of Fayetteville

**ARKANSAS HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS DEPARTMENT of
TRANSPORTATION**

Lioneld Jordan
Name (Typed or Printed)

Mayor
Title

Lioneld Jordan
Signature

71-6018462
FEDERAL TAXPAYER IDENTIFICATION #

Kara Paxton
Name (Typed or Printed)

City Clerk Treasurer
Title

Kara Paxton
Signature

Jennifer Williams
(For) Director

Robert Arman
for Right of Way Division Head

Blaine Gartrell
Section Head-Utilities Section





MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE:

SUBJECT: Hawkins-Weir Engineers - Amendment No. 1 for I-49 & MLK Interchange Project

RECOMMENDATION:

Staff recommends approval of Amendment No. 1 to the engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with ArDOT Project 040846 Utility Relocations along Martin Luther King Jr. Blvd. at the I-49 & Hwy-62 Interchange in an amount not to exceed \$276,110.00.

BACKGROUND:

ArDOT previously notified the City of Fayetteville to relocate water and sewer infrastructure along Highway 62 where they will be widening the roadway, reconstructing the I-49 overpass, and creating a new overpass at 15th Street. After receiving this notification, a formal selection committee was held on September 8, 2022 at which Hawkins-Weir was selected for contract negotiations (RFQ 21-01, Selection #14).

The project includes water distribution and sanitary sewer collection system relocation of approximately 3,600 linear feet of 8-inch water mains, 1,030 linear feet of 10-inch and smaller sanitary sewer mains, 1,500 linear feet of 12-inch water mains, 3,710 linear feet of 12-inch through 15-inch sanitary sewer mains, 6,490 linear feet of 18-inch through 24-inch water mains, 1,590 linear feet of 18-inch through 24-inch sanitary sewer mains, and 325 linear feet of 30-inch water transmission main. The project also includes the relocation or elimination (dependent on the extension of the 15-inch sanitary sewer main) of one sanitary sewer pump station.

Much of this project appears to be reimbursable to the City by ArDOT, however preliminary engineering is underway to determine exact qualifications. Afterwards, a formal relocation agreement will be presented to the City Council outlining the terms of reimbursement.

DISCUSSION:

Amendment No. 1 will advance the design from 30% to 100% bid-ready plans and specifications for just the relocations necessary near the 15th Street improvements. ArDOT has expressed intent to construct this area first and therefore all utilities are focusing efforts here prior to MLK Blvd. Future contract amendments will be proposed for final engineering effort on the remainder of the project, and also for construction phase services when portions of the project advance through bidding.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

The breakout of the split between the two G/L accounts is below:

G/L Account	Project	Amount
5400.720.5600-5314.00	11011.2301	\$179,471.00
5400.720.5700-5314.00	11011.2301	\$96,639.00
Total		\$276,110.00

BUDGET/STAFF IMPACT:

Funds are available in the Water/Sewer Relocations - Bond Projects account within the Water & Sewer fund.

ATTACHMENTS: SRF Hawkins-Weir Engineers I-49 and MLK, Amendment No. 1

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-785

Hawkins-Weir Engineers - Amendment No. 1 for I-49 & MLK Interchange Project

A RESOLUTION TO APPROVE AMENDMENT NO. 1 TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH HAWKINS-WEIR ENGINEERS, INC. IN AN AMOUNT NOT TO EXCEED \$276,110.00 FOR ADDITIONAL DESIGN SERVICES FOR UTILITY RELOCATIONS ASSOCIATED WITH THE I-49/MARTIN LUTHER KING, JR. BOULEVARD INTERCHANGE PROJECT

WHEREAS, on February 7, 2023, the City Council passed Resolution No. 30-23 approving a Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. for engineering services associated with the utility relocations at the I-49 and Martin Luther King, Jr. Boulevard Interchange Project; and

WHEREAS, Amendment No. 1 to the contract with Hawkins-Weir Engineers, Inc. will provide for costs associated with additional design services for relocations near the 15th Street improvements, a portion of which is expected to be reimbursed by the Arkansas Department of Transportation.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign Amendment No. 1 to the Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. in an amount not to exceed \$276,110.00 for additional design services for utility relocations near the 15th Street improvements associated with the I-49/Martin Luther King, Jr. Boulevard Interchange Project, as shown in the scope of services attached to Amendment No. 1.

City of Fayetteville Staff Review Form

2023-785

Item ID

6/6/2023

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

Tim Nyander

5/17/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of Amendment No. 1 to the engineering services agreement with Hawkins-Weir Engineers, Inc. for professional services associated with ArDOT Project 040846 Utility Relocations along Martin Luther King Jr. Blvd. at the I-49 & Hwy-62 Interchange in an amount not to exceed \$276,110.00.

Budget Impact:

5400.720.5600-5314.00 5400.720.5700-5314.00

Water and Sewer

Account Number

Fund

11011.2301

Water/Sewer Relocations - Bond Projects

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 5,903,062.00

Expenses (Actual+Encum)

\$ 1,891,558.85

Available Budget

\$ 4,011,503.15

Does item have a direct cost? Yes

Item Cost

\$ 276,110.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 3,735,393.15

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

AMENDMENT NO. 1
TO THE
AGREEMENT For PROFESSIONAL ENGINEERING SERVICES
BETWEEN
CITY OF FAYETTEVILLE, ARKANSAS
AND
HAWKINS-WEIR ENGINEERS, INC.

In accordance with the AGREEMENT For PROFESSIONAL ENGINEERING SERVICES for the **Utility Relocation for I-49/MLK Interchange (HW Project No. 2022129)**, dated February 7, 2023, between the City of Fayetteville, Arkansas (hereinafter called **Owner**) and Hawkins-Weir Engineers, Inc. (hereinafter called **Engineer**), Owner hereby authorizes Engineer to proceed with engineering services as modified by this Amendment No. 1.

SECTION 1 – SCOPE OF SERVICES

1.1 Amendment No. 1 is for Task 2 - Preliminary Engineering Agreement associated with the Final Design Phase of the Utility Relocation for I-49/15th Street Interchange project. Additional services are detailed in the Engineer's attached Scope of Services dated May 4, 2023.

SECTION 2 – TIME OF SERVICE

2.1 Engineer will proceed with providing the services set forth herein immediately upon execution of this Authorization by all parties.

SECTION 3 – COMPENSATION

3.1 Owner shall compensate Engineer for providing the services set forth herein in accordance with the terms of the Agreement. Total payment for Scope of Services described herein shall not exceed Two Hundred Seventy Six Thousand One Hundred Ten and 00/100 Dollars (\$276,110.00) without written approval of Owner. These additional services adjust the Agreement's not to exceed fee to **\$544,550.00**, and the adjustment includes \$7,500 for geotechnical services. The total not to exceed reimbursable expenses is adjusted to Fifty Two Thousand Five Hundred and 00/100 Dollars (\$52,500).

Attachments: Exhibit A – Scope of Services dated, May 4, 2023
Exhibit B – Scope of Services and Fee Proposal, dated May 4, 2023
Exhibit C – Standard Hourly Billing Rate Structure, effective August 14, 2022

AUTHORIZATION BY:

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Honorable Lioneld Jordan, Mayor

Date: _____

ACCEPTED BY:

HAWKINS-WEIR ENGINEERS, INC.

By: 
Barry McCormick, P.E.
Corporate Secretary

Date: 5/18/2023



**Exhibit A – Preliminary Engineering Agreement
Scope of Services
Utility Relocations for I-49/15th Street Interchange
Fayetteville, Arkansas
HW Project No. 2022129
May 4, 2023**



Further Description of Basic Engineering Services and Related Matters:

Scope

The Utility Relocations for the I-49/15th Street Interchange project include the relocation of publicly owned utilities to precede the roadway improvements to West 15th Street at the proposed crossing of Interstate 49 (I-49) by the Arkansas Department of Transportation (ARDOT). The ARDOT project includes the extension of West 15th Street for an overpass of I-49 with two (2) traffic circles, entrance and exit ramps, and box culvert structures under West 15th Street and South Futrall Drive. The utility relocation project will consist of an estimated 2,014 linear feet of 18-inch water main, 216 linear feet of 12-inch sanitary sewer, 15 linear feet of 24-inch sanitary sewer, and 399 linear feet of 30-inch sanitary sewer.

TASK 1 – Preliminary Engineering Services – Preliminary Design Phase

1. Project Management and Administration – Preliminary Engineering

- a. Prepare and submit a Certification of Consultant to ARDOT for the project
- b. Attend ARDOT's Pre-Construction Meeting(s) for the highway improvement project on behalf of the Owner. Provide updates and answer questions regarding the relocation of the Owner's facilities

2. Topographic Surveys

- a. Utilize ARDOT baseline (with references) along centerline of existing roadway. Set monuments at approximate 500-foot intervals and, if necessary, at intervisible points in between. The monuments and baseline shall not interfere with traffic flow and will not require survey crew to enter traffic flow
- b. Locate all existing structures, streets, driveways, storm drains, utilities, fences, trees, landscaping, and other features within 50 feet of proposed public utility improvements

3. Assist the Owner in negotiations and preparing documents required to enter into a Highway – Utility Construction/Relocation Agreement with the Arkansas State Highway Commission

- a. Prepare and submit a Preliminary Engineering (PE) proposal for ARDOT's review in accordance with ARDOT's Utility Accommodation Policy
 - i. Review available Record Documents and other information provided by the Owner to determine the extent of the Owner's existing facilities that will potentially be impacted by ARDOT's proposed construction limits and/or rights-of-way



**Exhibit A – Preliminary Engineering Agreement
Scope of Services
Utility Relocations for I-49/15th Street Interchange
Fayetteville, Arkansas
HW Project No. 2022129
May 4, 2023**



- ii. Based on the information provided by the Owner and the topographic survey, develop preliminary exhibits or drawings required to illustrate the anticipated scope of the Owner's existing facilities that will require relocation
 - iii. Based on information provided by the Owner and the topographic survey, develop a preliminary list of the Owner's existing facilities that are anticipated to require relocation to avoid conflict with ARDOT's proposed improvements. This list will include an estimated breakdown of the existing facilities to be relocated by diameter and estimated length
 - iv. Participate in an in-person meeting with the City of Fayetteville to finalize the preliminary list of facilities. A meeting with ARDOT and their Construction Manager General Contractor (CMGC) will be scheduled after the preliminary list of facilities is finalized
 - v. Prepare a preliminary estimate of the anticipated construction cost based on the identified scope of the Owner's existing facilities to be relocated. Include a separate accounting of any betterments that the Owner chooses to include in the relocation project
 - vi. Using ARDOT Right-of-Way mapping and the location of the Owner's existing facilities from the information provided by the Owner, develop a preliminary reimbursement eligibility ratio. This ratio will provide an accounting of the linear footage of the Owner's existing facilities claimed in private easement to the total linear footage of the Owner's existing facilities to be relocated. Obtain and review title information from Waco Title Company for assessment of easements and ARDOT Right-of-Way
 - vii. Prepare a preliminary schedule for the project including the anticipated dates for starting and completing the relocation design, bidding, and construction, including any consideration for project phasing
- b. Following ARDOT's approval of the PE proposal and subsequent execution of a PE Agreement between the Owner and ARDOT, prepare and submit a Construction Agreement proposal for ARDOT's review in accordance with ARDOT's Utility Accommodation Policy



**Exhibit A – Preliminary Engineering Agreement
Scope of Services
Utility Relocations for I-49/15th Street Interchange
Fayetteville, Arkansas
HW Project No. 2022129
May 4, 2023**



TASK 2 – Preliminary Engineering Services – Final Design Phase

1. Project Management and Administration

- a. Prepare correspondence and consultation with Owner
- b. Develop a detailed project schedule that outlines the tasks and major milestone dates for the Final Design Phase
- c. Prepare a monthly status report for submission with each invoice

2. Utility Coordination

- a. Obtain location and size of existing and proposed overhead and underground utilities from the CMGC
- b. Using utility field survey data, atlas mapping, and information from CMGC, plot existing and proposed utilities on plans
- c. Attend meetings with CMGC and utility companies to discuss necessary adjustments or relocations
- d. Perform field locates by using spot digging performed by Owner and/or CMGC

3. Preliminary Design Phase (50% Design Phase)

- a. Manage a geotechnical soils investigation by a subconsultant, GTS, Inc.
- b. Prepare preliminary plans (horizontal scale of drawings to be 1-inch equals 20 feet or larger, and vertical scale to be 1-inch equals 5 feet or larger). Cross section scale to be 1-inch equals 10 feet horizontal and 1-inch equals 5 feet vertical or larger, including the following information:
 - i. Proposed alignments of pipelines and roads
 - ii. Existing and proposed surface profiles
 - iii. Pipelines, roads, and structures detailed in the profile view
 - iv. Buried utility crossing depths shown in profile
 - v. Pipeline crossing locations (streams and roads)
 - vi. Proposed utility easements and temporary construction easements
- c. Prepare exhibit showing anticipated easement acquisitions for the project. Prepare property descriptions and exhibits in a format approved by the Purchasing Department for the Owner's acquisition of utility easements and/or temporary construction easements



**Exhibit A – Preliminary Engineering Agreement
Scope of Services
Utility Relocations for I-49/15th Street Interchange
Fayetteville, Arkansas
HW Project No. 2022129
May 4, 2023**



- d. Prepare 50% Opinion of Probable Construction Cost
- e. Submit one (1) full-size copy and one (1) PDF copy of the 50% Design Plans, as well as a copy of the Opinion of Probable Construction Cost
- f. Participate in 50% Design Review Meeting within thirty (30) days following submittal of the 50% Design Documents

4. Pre-Final Design Phase (90% Design Phase)

- a. Prepare final design calculations, plans, profiles, details, cross sections, street crossings, traffic detours and other items. Final plans shall incorporate comments from the 50% Design Review Meeting, evaluation data, record drawing information, and information obtained during site visits
 - i. Prepare construction details which depict all typical items, including but not limited to fire hydrants, valves, vaults, manholes, and bores utilizing the City of Fayetteville format and standard detail drawings where applicable
 - ii. Prepare traffic control plans in accordance with the MUTCD standards and ARDOT requirements
 - iii. Prepare stormwater and erosion control measures on plans. As needed, prepare a Stormwater Pollution Prevention Plan in accordance with the requirements of ADEQ General Permit ARR150000, Part II, Section A.4
 - iv. Prepare plans identifying existing facilities that are to be removed
- b. Prepare final notes on plans to fully describe the construction work to be performed
- c. Identify material to be used under the Build America, Buy America Act (BABAA) requirements
- d. Prepare Specifications and Contract Documents. The City will provide templates for the front-end documents
- e. Provide construction bid proposal form in electronic format, meeting the City of Fayetteville's requirements
- f. Prepare Final Opinion of Probable Construction Cost
- g. Perform QA/QC Review of Final Plans and Specifications
- h. Submit one (1) full size copy and one (1) PDF copy of the 90% Design Plans, as well as a copy of the Final Opinion of Probable Construction Cost and Specifications



**Exhibit A – Preliminary Engineering Agreement
Scope of Services
Utility Relocations for I-49/15th Street Interchange
Fayetteville, Arkansas
HW Project No. 2022129
May 4, 2023**



- i. Prepare permits (ADEQ STAA, ADEQ Stormwater Discharge Permit, ADEQ Hydrostatic Discharge Permit, ARDOT Utility Permit, and USACE Section 404)
- j. Assist the City's Appraiser and Right-of-Way Acquisition Agent
- k. Participate in 90% Design Review Meeting within thirty (30) days following submittal of the 90% Design Documents

5. Final Design Phase (100% Design Phase)

- a. Incorporate any QA/QC Review Comments and 90% Design Review Comments
- b. Submit one (1) full-size copy, one (1) half-size copy and one (1) PDF copy of the "Issued for Bid" (IFB) Plans, IFB Specifications, and the Final Opinion of Probable Construction Cost
- c. Submit the Final Plans, Contract Documents, and an Opinion of Probable Construction Cost to the Arkansas Department of Health for review and respond to any questions or comments
- d. Submit the Final Plans, Contract Documents, and an Opinion of Probable Construction Cost to ARDOT for review and respond to any questions or comments

6. Advertising and Bidding Phase

- a. Provide one (1) PDF copy of the IFB Plans and Specifications updated with the Owner's project number for use in the Owner's electronic procurement portal, Ion Wave. The Owner will maintain the official list of plan holders
- b. Prepare any necessary addenda for the project
- c. Attend Pre-Bid Conference and Site Visit to assist the Owner in answering questions concerning the project
- d. Participate in the Bid Opening (virtually)
- e. Review bids and prepare a recommendation to the Owner for the award of a Construction Contract
- f. Assist in the preparation of Contract Documents for execution between the Owner and Contractor



**Exhibit A – Preliminary Engineering Agreement
Scope of Services
Utility Relocations for I-49/15th Street Interchange
Fayetteville, Arkansas
HW Project No. 2022129
May 4, 2023**



TASK 1 – Preliminary Engineering Services: Utility Relocations for I-49/MLK

- a. The Preliminary Design Phase (TASK 1) for the I-49/MLK Utility Relocations Project is already under contract with the City of Fayetteville but has not been incorporated into a Preliminary Engineering Services Agreement with ARDOT. Work on TASK 1 for I-49/MLK will continue concurrently with the Preliminary and Final Design Phase work for the I-49/15th Street Interchange Utility Relocation Project

Construction Engineering Services – Construction Phase

- a. Construction Phase Services for the I-49/15th Street Utility Relocation Project are not included in this Scope of Services

General

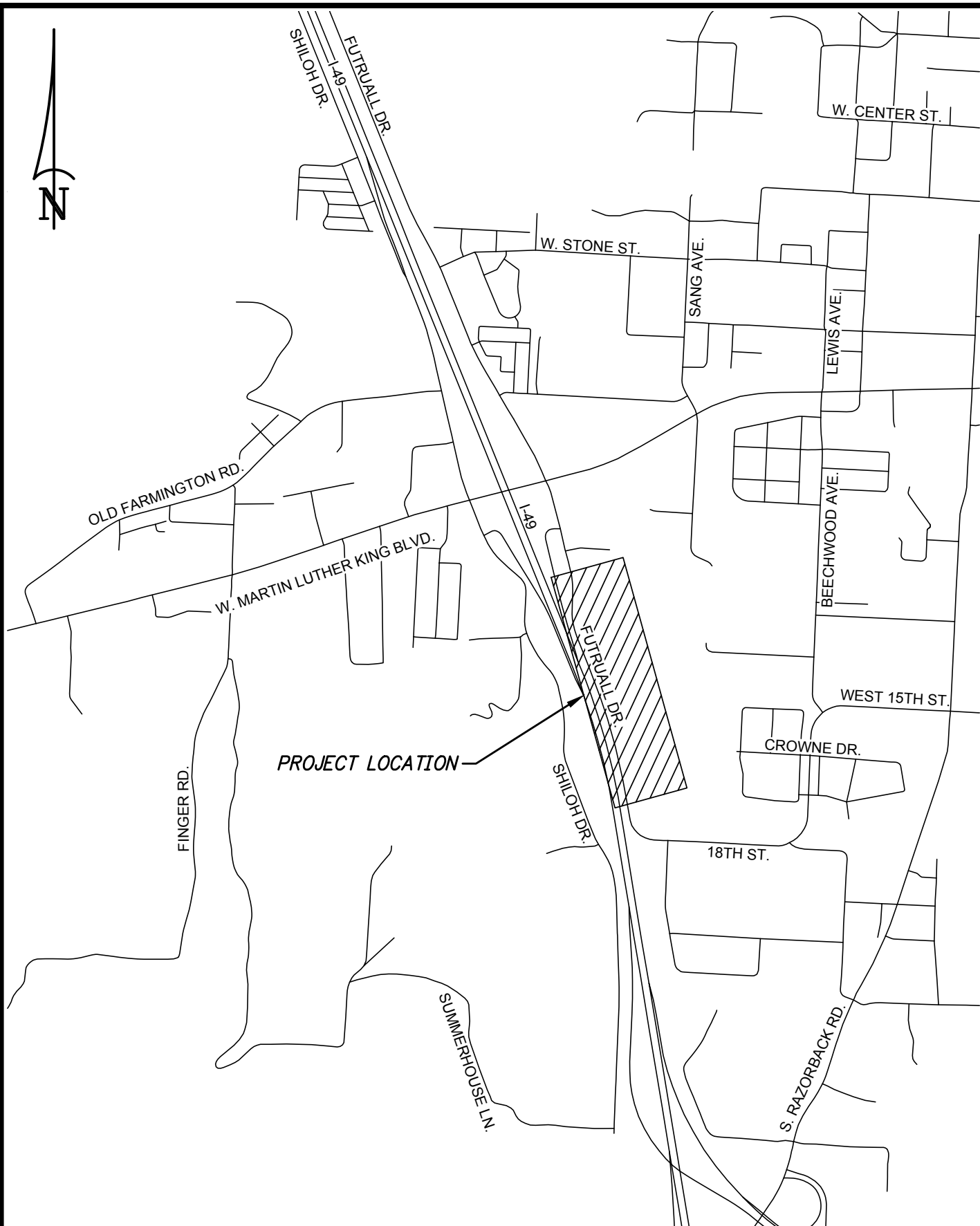
- a. The Engineer should anticipate a 30-calendar day review period by the City staff between the completion of one phase and the beginning of the following phase. Additional time may be required for review by agencies
- b. The Plans, Specifications and Contract Documents authorized by this Agreement shall be prepared to allow construction bids to be received and construction to be performed under one (1) Construction Contract for I-49/15th Street Interchange Utility Relocations
- c. Subcontracting of services by the Engineer shall have prior approval of the Owner

Exclusions to the Scope of Services

- a. Construction Observation or Administration services including submittal review, review or preparation of payment requests, assessment of substantial/final completion, review of Contractor's conformance to construction documents, and preparation of Record Drawings. Any Scope of Services for Construction Phase Services will be considered under a separate Agreement or Amendment to this Agreement
- b. Environmental assessment or evaluation of the site

Attachment A – Project Location Map

Z:\22\2022129 UTILITY RELOCATIONS FOR I-49 MLK INTERCHANGE - FAYETTEVILLE\DRAWINGS\VICINITY-15TH.DWG, 4/27/2023 2:33 PM, MIKE HENSON, LAYOUT



Van Buren (479) 474-1227 Fort Smith (479) 242-4685 Fayetteville (479) 455-2206 Little Rock (501) 374-4846

www.hawkins-weir.com

UTILITY RELOCATIONS FOR I-49 / 15th STREET INTERCHANGE

15TH STREET PROJECT LOCATION MAP

FOR: CITY OF FAYETTEVILLE, ARKANSAS

MAY 2023

SCALE: 1"=1200'

2022129



Exhibit B
Scope of Services and Fee Proposal
Utility Relocations for I-49/15th Street Interchange
Fayetteville, Arkansas
HW Project No. 2022129
May 4, 2023



PHASE 2 (TASK 2): Preliminary Engineering Services - Final Design Phase

Utility Relocations for I-49/15th Street Interchange, Fayetteville, Arkansas

Task	Engr VII \$215	Engr V \$175	Engr II \$115	Technician IV \$95	GPS Survey \$175	Surveyor \$125	Tech III \$85	Tech II \$75	Total Hours	Total Cost
1. Project Management and Administration	24								24	\$5,160
a. Prepare correspondence and consultation with Owner	8	16							24	\$4,520
b. Develop a detailed project schedule that outlines the tasks and major milestone dates for the Final Design Phase	8	16							24	\$4,520
c. Prepare a monthly status report for submission with each invoice	8	16							24	\$4,520
2. Utility Coordination	8	24	8						40	\$6,840
a. Obtain location and size of existing and proposed overhead and underground utilities from the Construction Manager General Contractor (CMGC)		12	16						28	\$3,940
b. Using utility field survey data, atlas mapping, and information from CMGC, plot existing and proposed utilities on plans		8	8	32					48	\$5,360
c. Attend meetings with CMGC and utility companies to discuss necessary adjustments or relocations	4	8	8						20	\$3,180
d. Perform field locates by using spot digging performed by Owner and/or CMGC		4	4		8				16	\$2,560
3. Preliminary Design Phase (50% Design Phase)	4	16							20	\$3,660
a. Manage a geotechnical soils investigation by a subconsultant, GTS, Inc.	4	4	8						16	\$2,480
b. Prepare preliminary plans (horizontal scale of drawings to be 1-inch equals 20 feet or larger, and vertical scale to be 1-inch equals 5 feet or larger). Cross section scale to be 1-inch equals 10 feet horizontal and 1-inch equals 5 feet vertical or larger including the following information:		40	80	104					224	\$26,080
i. Proposed alignments of pipelines and roads		8	8	32					48	\$5,360
ii. Existing and proposed surface profiles		8	8	8					24	\$3,080
iii. Pipelines, roads, and structures detailed in the profile view		8	8	8					24	\$3,080
iv. Buried utility crossing depths shown in profile		8	8	16					32	\$3,840
v. Pipeline crossing locations (streams and roads)		8	16	24					48	\$5,520
vi. Proposed utility easements and temporary construction easements		16	8	8	40	24			96	\$14,480
c. Prepare exhibit showing anticipated easement acquisitions for the project. Prepare property descriptions and exhibits in a format approved by the Purchasing Department for the Owner's acquisition of utility easements and/or temporary construction easements		8	8	16		24			56	\$6,840
d. Prepare 50% Opinion of Probable Construction Cost		32	64						96	\$12,960
e. Submit one (1) full-size copy and one (1) PDF copy of the 50% Design Plans, as well as a copy of the Opinion of Probable Construction Cost		4	4						8	\$1,160
f. Participate in 50% Design Review Meeting within thirty (30) days following submittal of the 50% Design Documents	4	4	4						12	\$2,020
4. Pre-Final Design Phase (90% Design Phase)	4								4	\$860
a. Prepare final design calculations, plans, profiles, details, cross sections, street crossings, traffic detours and other items. Final plans shall incorporate comments from the 50% Design Review Meeting, evaluation data, record drawing information, and information obtained during site visits		24	40	40					104	\$12,600
i. Prepare construction details which depict all typical items, including but not limited to fire hydrants, valves, vaults, manholes, and bores utilizing the City of Fayetteville format and standard detail drawings where applicable		16	40	40					96	\$11,200
ii. Prepare traffic control plans in accordance with the MUTCD standards and AEDOT requirements		8	24	8					40	\$4,920
iii. Prepare stormwater and erosion control measures on plans. As needed, prepare a Stormwater Pollution Prevention Plan in accordance with the requirements of ADEQ General Permit ARR150000, Part II, Section A.4		8	24	16					48	\$5,680
iv. Prepare plans identifying existing facilities that are to be removed		16	32	16					64	\$8,000
b. Prepare final notes on plans to fully describe the construction work to be performed		8	16	16					40	\$4,760
c. Identify material to be used under the Build America, Buy America Act (BABAA) requirements		16	24						40	\$5,560



Exhibit B
Scope of Services and Fee Proposal
Utility Relocations for I-49/15th Street Interchange
Fayetteville, Arkansas
HW Project No. 2022129
May 4, 2023



PHASE 2 (TASK 2): Preliminary Engineering Services - Final Design Phase

Utility Relocations for I-49/15th Street Interchange, Fayetteville, Arkansas

Task		Engr VII \$215	Engr V \$175	Engr II \$115	Technician IV \$95	GPS Survey \$175	Surveyor \$125	Tech III \$85	Tech II \$75	Total Hours	Total Cost
Billing Rate (Effective thru 08/12/2023)											
d.	Prepare Specifications and Contract Documents. The City will provide templates for the front-end documents		24	40						64	\$8,800
e.	Provide construction bid proposal form in electronic format, meeting the City of Fayetteville's requirements		8	24						32	\$4,160
f.	Prepare Final Opinion of Probable Construction Cost		16	40						56	\$7,400
g.	Perform QA/QC Review of Final Plans and Specifications	16	8	16						40	\$6,680
h.	Submit one (1) full size copy and one (1) PDF copy of the 90% Design Plans, as well as a copy of the Final Opinion of Probable Construction Cost and Specifications		4	8						12	\$1,620
i.	Prepare permits (ADEQ STAA, ADEQ Stormwater Discharge Permit, ADEQ Hydrostatic Discharge Permit, ArDOT Utility Permit, and USACE Section 404)		16	24	16					56	\$7,080
j.	Assist the City's Appraiser and Right-of-Way Acquisition Agent		8	8		16	8			40	\$6,120
k.	Participate in 90% Design Review Meeting within thirty (30) days following submittal of the 90% Design Documents	4	4	4						12	\$2,020

5. Final Design Phase (100% Design Phase)	4	16	24		40					4	\$860
a. Incorporate any QA/QC Review Comments and 90% Design Review Comments		2	2							4	\$580
b. Submit one (1) full-size copy, one (1) half-size copy and one (1) PDF copy of the "Issued for Bid" (IFB) Plans, IFB Specifications, and the Final Opinion of Probable Construction Cost		24	40							64	\$8,800
c. Submit the Final Plans, Contract Documents, and an Opinion of Probable Construction Cost to the Arkansas Department of Health for review and respond to any questions or comments		16	24							40	\$5,560
d. Submit the Final Plans, Contract Documents, and an Opinion of Probable Construction Cost to ArDOT for review and respond to any questions or comments											

6. Advertising and Bidding Phase	4	4	4		2					8	\$1,560
a. Provide one (1) PDF copy of the IFB Plans and Specifications updated with the Owner's project number for use in the Owner's electronic procurement portal, Ion Wave. The Owner will maintain the official list of plan holders										10	\$1,350
b. Prepare any necessary addenda for the project		8	16							24	\$3,240
c. Attend Pre-Bid Conference and Site Visit to assist the Owner in answering questions concerning the project		16	16							32	\$4,840
d. Participate in the Bid Opening (virtually)	2	2	2							6	\$1,010
e. Review bids and prepare a recommendation to the Owner for the award of a Construction Contract	4	4	4							12	\$2,020
f. Assist in the preparation of Contract Documents for execution between the Owner and Contractor	2	2	2							6	\$1,010
Total Hours	112	550	766	442	64	56	0	0	0	1990	
Total Cost - Task 2 Final Design Engineering Services	\$24,080	\$96,250	\$88,090	\$41,990	\$11,200	\$7,000	\$0	\$0	\$0		\$268,610

7. Reimbursable Expenses											
Item	Description										Total
a. Outside Services	Geotechnical Boring										\$7,500
Total Estimated Reimbursable Expenses											\$7,500

ENGINEERING SERVICES SUMMARY											
PHASE 2 (TASK 2): Preliminary Engineering Services - Final Design Phase											
Utility Relocations for I-49/15th Street Interchange, Fayetteville, Arkansas										\$276,110	
Total Engineering Fee - Not to Exceed										\$276,110	

Exhibit C
Standard Billing Rate Structure
For Hourly Fee Based Contracts
Hawkins-Weir Engineers, Inc.
Effective August 14, 2022 through August 12, 2023⁽¹⁾

Engineer

Engineer VII	\$ 220 Per Hour
Engineer VI	\$ 200 Per Hour
Engineer V	\$ 175 Per Hour
Engineer IV	\$ 150 Per Hour
Engineer III	\$ 130 Per Hour
Engineer II	\$ 115 Per Hour
Engineer I	\$ 100 Per Hour

Engineering Technician

Designer I	\$ 110 Per Hour
Technician IV	\$ 95 Per Hour
Technician III	\$ 85 Per Hour
Technician II	\$ 75 Per Hour
Technician I	\$ 65 Per Hour

Field Technician - Field Inspector

Resident Project Representative (RPR)	\$ 120 Per Hour
Construction Manager	\$ 100 Per Hour
Inspector II	\$ 85 Per Hour
Inspector I	\$ 75 Per Hour

Field Surveying

GPS Survey	\$ 175 Per Hour
Surveyor	\$ 125 Per Hour

Administrative

Business Manager	\$ 85 Per Hour
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Expert Witness

Preparation	At Engineer's Hourly Rate
Testimony, less than 1/2 day	\$ 2,000
Testimony, per Day	\$ 4,000

Expenses Reimbursable Expenses and upcharges are determined by the Client Agreement/Contract

Subconsultants/Outside Services		
Express Delivery, Field Supplies, Testing, Review/Filing Fees and Advertising		
Travel:	Hotel and meals	Actual Cost
	Vehicle ⁽²⁾	\$0.655 per mile effective 1/1/23
Reproduction:	Outside printing service	Actual Cost
	In-house printing	
	Letter Copy - B&W	\$ 0.12 Per Copy
	Letter Copy - Color	\$ 0.75 Per Copy
	22 x 34 Size Copy - B&W	\$ 3.00 Per Copy
	22 x 34 Size Copy - Color	\$ 12.00 Per Copy
	22 x 34 Size Copy - Color Photo	\$ 25.00 Per Copy
	11 x 17 Size Copy - B&W	\$ 1.50 Per Copy
	11 x 17 Size Copy - Color	\$ 5.00 Per Copy
	CD Copy	\$ 5.00 Per Copy
	Binding	\$ 1.00 Each

⁽¹⁾ Billing Rates are reviewed and adjusted annually in August. Regardless, any adjustment in Billing Rates will not impact previously negotiated Not To Exceed (NTE) fee amounts without a formal Contract Amendment.

⁽²⁾ To be adjusted periodically to current IRS mileage rate.



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE:
SUBJECT: KLM Engineering, Inc. - Water Storage Tank Inspections

RECOMMENDATION:

Staff recommends approval of an engineering services agreement with KLM Engineering, Inc. for Water Storage Tank Inspection Services in an amount not to exceed \$36,062.00, and approval of a project contingency in the amount of \$7,212.40.

BACKGROUND:

The Arkansas Department of Health (ADH) requires water storage tank inspections be performed on a maximum 5-year interval. Most of the City's water tanks are due for this inspection service, including:

- Baxter 1-MG and 5-MG Ground Storage Tanks
- Rogers Drive twin 4-MG Ground Storage Tanks
- Mt. Sequoyah 250,000-gal Elevated Storage Tank
- Kessler Mountain twin 6-MG Ground Storage Tanks
- Goshen 300,000-gal Ground Storage Tank
- Round Mountain 100,000-gal Standpipe
- Gulley Road 750,000-gal Elevated Storage Tank
- Surge Tank 250,000-gal Standpipe
- Canterbury 500,000-gal Elevated Water Storage Tank

DISCUSSION:

KLM Engineering, Inc. is a specialty firm focused on all aspects of water storage tank design, inspection, and rehabilitation. They were selected in RFQ 23-01, Selection #3 to provide engineering services. Their expertise will be used to meet all ADH reporting requirements and to make recommendations and cost estimates for future rehabilitation needed. Inspecting many tanks at once provides an economy-of-scale savings benefit to the utility.

BUDGET/STAFF IMPACT:

Funds are available in the Water Tank Improvements account within the Water & Sewer fund.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF KLM Engineering, Engineering Services Agreement



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-786

KLM Engineering, Inc. - Water Storage Tank Inspections

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH KLM ENGINEERING, INC., PURSUANT TO RFQ #23-01 SELECTION #3, IN AN AMOUNT NOT TO EXCEED \$36,062.00 FOR WATER STORAGE TANK INSPECTIONS, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$7,212.40

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a professional engineering services agreement with KLM Engineering, Inc., pursuant to RFQ #23-01 Selection #3, in an amount not to exceed \$36,062.00 for water storage tank inspection services, and further authorizes a project contingency in the amount of \$7,212.40.

City of Fayetteville Staff Review Form

2023-786

Item ID

6/6/2023

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

Tim Nyander

5/17/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an engineering services agreement with KLM Engineering, Inc. for Water Storage Tank Inspection Services in an amount not to exceed \$36,062.00, and approval of a project contingency in the amount of \$7,212.40.

Budget Impact:

5400.720.5600-5314.00

Water and Sewer

Account Number

Fund

14010.1

Water Tank Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 2,474,895.00

Expenses (Actual+Encum)

\$ 413,964.14

Available Budget

\$ 2,060,930.86

Does item have a direct cost? Yes

Item Cost

\$ 43,274.40

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 2,017,656.46

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
KLM ENGINEERING, INC.

THIS AGREEMENT is made as of _____, 2023, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and KLM Engineering, Inc. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

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

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **\$36,062.00**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on a Lump Sum basis as described in Appendix A.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall

be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

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

5.4 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

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

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

6.2 Professional Responsibility

- 6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

- 6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

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

6.5 Termination

- 6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - 6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 6.5.1.2 An opportunity for consultation with the terminating party prior to termination.

- 6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:
- 6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
- 6.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
- 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
- 6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:
- 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
- 6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.
- 6.6 Delays
- 6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

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

6.8 Dispute Resolution

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

6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

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

6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

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

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

6.10 Publications

6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require

deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

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

6.12 Ownership of Documents

- 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER.
- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

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

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

KLM Engineering, Inc.'s address:
1976 Wooddale Drive, Suite 4
Woodbury, MN 55125

6.14 Successor and Assigns

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

6.15 Controlling Law

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

6.16 Entire Agreement

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

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

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

7.2 Remedies

- 7.2.1 Except as may be otherwise provided in this Agreement, all claims, counter-claims, disputes and other matters in question between CITY OF FAYETTEVILLE and ENGINEER arising

out of or relating to this Agreement or the breach thereof will be decided in a court of competent jurisdiction within Arkansas.

7.3 Audit: Access to Records

7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.

7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

7.3.3 This right of access clause (with respect to financial records) applies to:

7.3.3.1 Negotiated prime agreements:

7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:

7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier subagreement or purchase order awarded after effective price competition, except:

7.3.3.3.1 With respect to record pertaining directly to subagreement performance, excluding any financial records of ENGINEER;

7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;

7.3.3.3.3 If the subagreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

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

contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

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

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

CITY OF FAYETTEVILLE, ARKANSAS

By : _____
Mayor, Lioneld Jordan

ATTEST:

By: _____
City Clerk

KLM Engineering, Inc.

By: _____
Dewey Prinzing, VP of Business Development

Title: _____
Linda Gnasdoskey, Administrative Assistant

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

April 18, 2023

APPENDIX "A" – SCOPE OF SERVICES

Sent via Email Only

Mr. Corey Granderson
Utilities Engineer
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

REGARDING:

- | | |
|---------------------------|-------------------------------|
| 1. Baxter 1.0MG GSR | 7. Kessler Mtn. 6.0MG GSR |
| 2. Baxter 5.00MG GSR | 8. Goshen .30MG GSR |
| 3. Rogers 4.0MG GSR | 9. Round Mtn. .10MG Standpipe |
| 4. Rogers 4.0MG GSR | 10. Gulley Road .75MG EWT |
| 5. Mt. Sequoyah .25MG EWT | 11. Surge .25MG Standpipe |
| 6. Kessler Mtn. 6.0MG GSR | 12. Canterbury .50MG EWT |

Fayetteville, Arkansas

Dear Mr. Granderson:

KLM is pleased to submit this proposal for the remote operated vehicle (ROV) Evaluation of the above-referenced water storage tank.

KLM Engineering provides NACE and AWS trained inspectors, certified in competent climbing, having experience and working knowledge of the Occupational Safety and Health Standards (OSHA), American Water Works Association (AWWA), American Concrete Industry (ACI) and State Regulations.

KLM Engineering provides evaluation reports that are reviewed by an engineer who has authored the report and/or were written under the engineer's direct supervision.

DOCUMENTATION

KLM will provide the Owner with an evaluation report, which will provide the following benefits:

1. Clearly stating the actual condition of the reservoir.
2. For coated reservoirs, provide a life expectancy estimate of the coatings and/or an estimated timeline for coating replacement.
3. Identify structure deficiencies and recommended repairs to bring the reservoir into compliance with ACI, AWWA and OSHA requirements.
4. Provide a schedule for performing recommended maintenance work.
5. Provide a Cost Estimate for all structure repairs and coating replacement.
6. Identify the quantity of sediment and recommend a timeline for cleanout, if warranted.
7. Include color photographs identifying current conditions and any required repairs.
8. Recommend a timeline for future evaluations.

The evaluation report will be provided to the City in digital format (Pdf). After which, KLM will contact City to discuss the report and answer any questions.

SCOPE OF WORK

Float Evaluation of Upper Structure

In order to perform a float evaluation of the upper structure, the Owner must have the water at, or near, the high-water level (HWL) at the start of the evaluation. KLM's inspectors will insert and inflate a sterilized rubber raft into the tank interior. During the float evaluation, the Owner will be responsible for opening and closing the valves to the tank. The inspector, while in the raft, will examine the interior structure and evaluate the existing coating integrity above the high water line. KLM will float the following tanks in addition to performing an ROV evaluation on each tank:

1. **Baxter 5.00MG GSR**
2. **Rogers 4.0MG GSR**
3. **Rogers 4.0MG GSR**
4. **Kessler Mtn. 6.0MG GSR**
5. **Kessler Mtn. 6.0MG GSR**

ROV Evaluation

KLM plans to utilize a two-man crew and a remote operated vehicle (ROV) to perform the evaluation. This evaluation method can be performed in one day.

KLM will provide inspectors who are properly trained and qualified to perform this type of evaluation. KLM inspectors will place a disinfected ROV and tether into the reservoir for the interior evaluation of the roof, walls, partition walls, floor, piping and valves. Photos will be taken with an underwater camera, which will show the structure conditions and quantity of sediment. The interior of the inlet pipe is excluded from the evaluation, unless otherwise written into this Agreement.

Exterior and Interior Evaluation

The exterior and interior evaluation is critical to the evaluation to determine whether there are any structure deficiencies and OSHA compliance.

The exterior will be inspected from all areas accessible without rigging, unless otherwise written into this Agreement. Coating conditions of both the interior and exterior piping and reservoir coatings, when applicable, will be examined using dry film thickness (DFT) and standard ASTM tests.

Interior and Exterior:

- | | |
|--|---|
| ◆ Roof structure (size and style). | ◆ Drains. |
| ◆ Vents (size and style). | ◆ Floor condition. |
| ◆ Roof manways (size and style). | ◆ Pitting on piping. |
| ◆ Ventilation manways (size and style). | ◆ Ladders, cages, platforms and handrails. |
| ◆ Overflow weir and pipe (size and style). | ◆ Base pad condition, including Flexcell and grout. |
| ◆ Support column (size and style). | ◆ Screens on vents and overflows. |
| ◆ Capacity level and head range. | ◆ Overflow air breaks, splash pads and drainage. |
| ◆ Inlet/outlet pipe. | ◆ Safety devices. |
| ◆ Mud ring. | |
| ◆ Site dimensions. | |
| ◆ Safety considerations. | |

OWNER'S RESPONSIBILITIES

The Owner's personnel shall also be responsible for:

- Set the water at, or near, the high-water operating level.
- Cease the water inlet and outlet operation during the ROV inspection.
- Taking and testing water samples, as required.
- Providing information on the reservoir, including maintenance records, construction drawings, previous evaluation reports and previous painting or reconditioning specifications. This information is most useful if obtained prior to the reservoir inspection and evaluation.

FEES

The fee for the above-referenced scope of work is..... \$36,062.00

The fee for lead and chromium collection and testing is an additional \$500.00, if requested.

The fee for gasket installation on state-required wet access manway is \$100.00.

It is the responsibility of the Owner to make sure that the tank is prepared for the evaluation per the schedule agreed to in advance by both parties. In the event KLM arrives on site and the tank is not ready, a second day will be charged as additional time and materials.

Should the tank be deemed unsafe by our inspectors, we reserve the right to revise the proposal to include necessary equipment and measures to ensure safe access to complete the scope of work. Said revised proposal would be subject to Owner approval

ADDITIONAL INFORMATION

Additional information can be found at KLM's website at: www.klmengineering.com

TIMELINE

The above scope of work will be completed by November 23, 2023



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Les McGaugh, Purchasing Director
DATE:
SUBJECT: Approval of contract with WEX Bank for fuel card services

RECOMMENDATION:

Staff recommends the signing of an addendum to the fuel card services agreement between WEX Bank and Sourcewell, enabling the City to receive fuel card services off of Sourcewell Contract #080620-WEX (State Contract #SP-21-0074). Signing this addendum will enable the City to utilize the fuel card contract, as renewed by Sourcewell through September 7, 2025.

BACKGROUND:

The WEX cooperative contract is recognized and utilized by the State of Arkansas and was competitively solicited through Sourcewell. WEX offers no set up fees or card fees and is an Arkansas Office of State Procurement statewide contract. The City will be able to obtain valuable monthly rebates on fuel transactions, some of which are being tracked manually.

This contract with WEX also features an online portal which includes a profile manager, expense management tools, and fuel price mapping. The profile manager allows the City to set rules for how the card can be used, how often and when, giving the City flexible control limits. The expense management tools enable the City to manage the fuel card spend in a centralized location.

WEX fuel cards are accepted by the vast majority of fueling stations and provides access to one of the largest proprietary fleet card networks.

DISCUSSION:

The previous contract is no longer valid, and this amendment will enable us to continue use of the WEX fuel card program.

BUDGET/STAFF IMPACT:

Budgeted funds will be utilized primarily by the City's Fleet Division, Fayetteville Police Department, and the Fayetteville Fire Department based on their fuel card needs. Fuel is a budgeted expense.

ATTACHMENTS: SRF - WEX, Arkansas-Addendum_R16-1 - FILLED OUT, WEX Contract 080620 v2



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-779

Approval of contract with WEX Bank for fuel card services

A RESOLUTION TO APPROVE A CONTRACT WITH WEX BANK, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING AGREEMENT, TO ENABLE THE CITY TO PARTICIPATE IN A FUEL CARD PROGRAM

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a contract with WEX Bank, pursuant to a Sourcewell cooperative purchasing agreement, to enable the City to participate in a fuel card program.

City of Fayetteville Staff Review Form

2023-779

Item ID

6/6/2023

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

Amanda Beilfuss

5/15/2023

PURCHASING (160)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the signing of an addendum to the fuel card services agreement between WEX Bank and Sourcewell, enabling the City to receive fuel card services off of Sourcewell Contract #080620-WEX (State Contract #SP-21-0074). Signing this addendum will enable the City to utilize the fuel card contract, as renewed by Sourcewell through September 7, 2025.

Budget Impact:

Various

Various

Account Number

Fund

Various

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

**ADDENDUM TO THE FLEET FUEL CARD SERVICES AGREEMENT BETWEEN
WEX BANK ("WEX") AND SOURCEWELL CONTRACT #080620-WEX FOR THE STATE OF ARKANSAS
UNDER CONTRACT # SP-21-0074, OA 4600048616, P000000110**

CREDIT INFORMATION

Participating Entity has requested a credit account pursuant to the Sourcewell Contract #080620-WEX entered into between the Sourcewell and WEX Bank ("WEX") as adopted by the State of Arkansas through the execution of Arkansas Contract # SP-21-0074, OA 4600048616, P000000110 on July 20, 2021 (the "Agreement"). By enrolling in this Program, the Participating Entity named below agrees that in the event their account is not paid as agreed, WEX may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information.

Participating Entity City of Fayetteville, Arkansas		Phone # 479-575-8220	Fax# 479-575-8257
Headquarters Name and Physical Address (Do not include PO Box) City of Fayetteville, 113 W. Mountain St., Fayetteville, AR 72701			
Sourcewell Member ID Number		Applicant's Taxpayer ID # (TIN, FEIN or SSN) 71-6018462	
Non-Profit Only: SIC/Industry Code (e.g. 8399 Social Services; 6732 Education, Religious, Charitable Trusts; Other)		If Participating Entity is a Non-Profit Provide Gross Annual Revenue	
In Business Since (yyyy) 11/03/1836	Year of Incorporation (yyyy) 1836	Number of Vehicles	Avg Monthly Fuel Expenditures \$ Avg Monthly Service Expenditures \$ Various

ACCOUNT SETUP INFORMATION

Write Participating Entity name as you wish it to appear on cards. Limit of 20 characters & spaces. Unless specified, no company name will appear on cards.

CITY OF FAYETTEVILLE

Billing Contact Amanda Beilfuss	Billing Address 113 W. Mountain St.	City Fayetteville	State AR	Zip+4 72701
Designate the Fleet Contact authorized to receive all charge cards, reports, and other such information we provide from time to time and to take actions with respect to your account and account access. This is also the person designated by your company to provide all fleet vehicles, driver and other information we may request.				
Authorized Fleet Contact Name Amanda Beilfuss	Title Sr. Purchasing Agent	Phone # 479-575-8220	Fax # 479-575-8257	
Mailing Address (if different from billing address) 113 W. Mountain St.		City Fayetteville	State AR	Zip+4 72701
Email address (required to take advantage of product type card controls) abeilfuss@fayetteville-ar.gov				

☒ Check here if business is exempt from motor fuels tax *Exempt from federal not state of Arkansas

TERMS

1. This Addendum is to allow the Participating Entity to participate under the Agreement #080620-WEX between WEX and Sourcewell as adopted by the State of Arkansas through the execution of Arkansas Contract # SP-21-0074, OA 4600048616, P000000110 on July 20, 2021. It does not modify, amend or change the Agreement #080620-WEX or Arkansas Contract # SP-21-0074, OA 4600048616, P000000110 in any way.
2. Participating Entity hereby requests the services of WEX described in the Agreement #080620-WEX as adopted by the State of Arkansas through the execution of Arkansas Contract # SP-21-0074, OA 4600048616, P000000110, and agrees to perform all duties required under the Agreement #080620-WEX and Arkansas Contract # SP-21-0074, OA 4600048616, P000000110, including, without limitation, timely payment of all charges (including any additional fees) on its account(s). Participating Entity agrees to be bound by the terms and conditions of the Agreement #080620-WEX as adopted by the State of Arkansas through the execution of Arkansas Contract # SP-21-0074, OA 4600048616, P000000110, including, without limitation, rules for authorized and unauthorized use of cards, disputes of charges, reporting lost and stolen cards, and all other rules and provisions relating to use of Participating Entity's account.
3. Participating Entity acknowledges that its failure to make timely payment in accordance with the terms of the Agreement #080620-WEX and Arkansas Contract # SP-21-0074, OA 4600048616, P000000110 may result in suspension or cancellation of the account(s).
4. WEX Bank shall pay financial incentives in accordance with the terms and conditions set forth in the Agreement #080620-WEX between WEX and Sourcewell and Arkansas Contract # SP-21-0074, OA 4600048616, P000000110.

INFORMATION SHARING DISCLOSURE: Information regarding your transactions may be provided to Sourcewell accepting merchants or their service providers.

Compliance with Federal Law: WEX Bank complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each company or person who opens an account. What this means for you: when you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents for your business.

DISCLAIMER: THIS IS AN APPLICATION FOR SERVICES AND SHALL NOT BE BINDING UPON WEX UNTIL FINAL CREDIT APPROVAL HAS BEEN GRANTED BY WEX.

PARTICIPATING ENTITY AUTHORIZED SIGNATURE REQUIRED

Any person signing on behalf of the Participating Entity has been duly authorized by all necessary action of Participating Entity's governing body, and that the undersigned is authorized to make this application and accept the terms referenced herein on behalf of the Participating Entity.

Signature: _____	Print Name: _____
Title: _____	Date: _____

Complete and sign addendum. Email to: governmentmailbox@wexinc.com or Fax to 1-866-527-8873

FOR OFFICE USE ONLY	Oppty Number	Sales Code	Plastic Type	Coupon Code R16	Account Number 04
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**Solicitation Number: RFP #080620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 and **WEX Bank**, 7090 South Union Park Center, Suite 350, Midvale, UT 84047 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires September 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. **SURVIVAL OF TERMS.** Articles 11, 12, 13, 15 and 16 survive the expiration or cancellation of this Contract and Article 14 survives the expiration or cancellation of this Contract solely with respect to acts or omissions occurring during the Term of the Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. For any conflicts between the Proposal and the Contract, the Contract prevails. Additionally, may require Participating Entities to agree to the attached and incorporated **Wex Universal – Terms and Conditions for Government Fleets**. Vendor acknowledges that some of the additional terms and conditions may need to be negotiated by

the Participating Entity since the Participating Entity may not be legally permitted to agree to all terms With the exception of those provisions cited in Article 19 of this Contract, and with the exception of Sourcewell accessing the products and services offered under this Contract for its own use, the Wex Universal – Terms and Conditions for Government Fleets are not applicable to the relationship between Vendor and Sourcewell and are not binding on Sourcewell.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

1. Identify the applicable Sourcewell contract number;
2. Clearly specify the requested change;
3. Provide sufficient detail to justify the requested change;

4. Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
5. Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance,

Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **INTENTIONALLY OMITTED.**

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

- A. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
- B. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
- C. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by Vendor and the Participating Entity making the purchase pursuant to Section 6.B.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from damages resulting directly from any claims or causes of action, including attorneys' fees, arising directly out of Vendor's negligence or willfull misconduct during the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Vendor be liable for incidental, special, consequential, or punitive damages.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract. No more than one audit per year will be performed by Sourcewell or any Participating Entity, and Vendor will receive a minimum of 45 days' advance written notice of such an audit.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws. In no event will Vendor be liable for incidental, special, consequential, or punitive damages.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

A. *Grant of License.* During the term of this Contract:

A. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

B. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

B. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

C. *Use; Quality Control.*

1. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

2. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

3. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as outlined in the WEX Universal Terms and Conditions appended hereto.

B. **DEFAULT AND REMEDIES.** The WEX Universal Terms and Conditions appended hereto shall govern default and remedies available to the parties.

20. INSURANCE

A. **REQUIREMENTS.** At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer

attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Upon the renewal of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds; but only to the extent an indemnity is owed pursuant to this Agreement.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is

hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures

required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

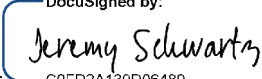
24. CANCELLATION

Sourcwell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcwell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal.

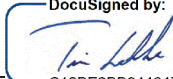
080620-WEX

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

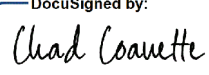
Sourcewell

DocuSigned by:
By: 
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 11/20/2020 | 12:25 PM CST

WEX Bank

DocuSigned by:
By: 
C12BE2BB9446476...
Tim Laukka
Title: President and CEO
Date: 11/20/2020 | 10:14 AM PST

Approved:

DocuSigned by:
By: 
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 11/25/2020 | 8:23 AM CST

RFP 080620 - Fleet Payment Solutions with Related Services

Vendor Details

Company Name: WEX Bank
Address: 7090 South Union Park Center
Suite 350
Midvale, UT 84047
Contact: Denise Baumgart
Email: denise.baumgart@wexinc.com
Phone: 913-393-3208
HST#: 84-1425616

Submission Details

Created On: Tuesday June 30, 2020 14:46:43
Submitted On: Thursday August 06, 2020 14:25:55
Submitted By: Denise Baumgart
Email: denise.baumgart@wexinc.com
Transaction #: ae75e837-96d7-4571-b9ad-6c4bd7b8dced
Submitter's IP Address: 136.33.193.72

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	WEX Bank	*
2	Proposer Address:	7090 South Union Park Center, Suite 350 Midvale, UT 84047	*
3	Proposer website address:	www.wexinc.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Tim Laukka, President and CEO 7090 South Union Park Center, Suite 350 Midvale, UT 84047 Email: tim.laukka@wexinc.com Phone: 888-842-0075	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Denise Baumgart, Strategic Relationship Manager 17071 W 93rd Terr. Apt 13106 Lenexa, KS 66219 Email: denise.baumgart@wexinc.com Phone: 913-393-3208	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX. WEX is Sourcewell's current fleet card and telematics vendor. For 36 years, we have built our proprietary closed-loop network that includes acceptance at 95 percent of the retail fuel locations in the United States. Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction. ABOUT WEX, INC. Powered by the belief that complex payment systems can be made simple, WEX Inc. (NYSE: WEX) is a leading provider of payment processing and business solutions across a wide spectrum of sectors, including fleet, travel and healthcare. WEX operates in more than 10 countries and in more than 20 currencies. WEX fleet cards offer 14.9 million vehicles exceptional payment security and control, purchase volume in travel and corporate solutions grew to \$39.6 billion in 2019; and the WEX Health financial technology platform helps 390,000 employers and 31.8 million consumers better manage healthcare expenses. For more information, visit www.wexinc.com. In the past decade, our business has grown from \$318 million in revenue and 725 employees to \$1.72 billion in revenue in 2019, and more than 5,000 employees around the globe. For the full year 2019, revenue increased 15% from \$1.49 billion in 2018. GOVERNMENT EXPERIENCE WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds cooperative contracts with Sourcewell for fleet cards and telematics, and the GSA for telematics. We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers.
8	What are your company's expectations in the event of an award?	WEX has been Sourcewell's fleet card vendor of choice since 2011. We welcome the opportunity to continue what we feel has been a mutually beneficial relationship for Sourcewell, its members, and WEX. There are currently more than 3,200 tax exempt organizations, including five states utilizing the Sourcewell contract. WEX will continue to market our best-in-class fleet card program to Sourcewell's members. Remaining with WEX will help ensure that Sourcewell and its members continue to receive the benefits of the WEX Fleet Card program while avoiding a potentially time-consuming and costly contract negotiation and implementation with a new provider.

9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Powered by the belief that complex payment systems can be made simple, WEX Inc. (NYSE: WEX) is a leading provider of payment processing and business solutions across a wide spectrum of sectors, including fleet, travel and healthcare. WEX operates in more than 10 countries and in more than 20 currencies. WEX fleet cards offer 14.9 million vehicles exceptional payment security and control, purchase volume in travel and corporate solutions grew to \$39.6 billion in 2019; and the WEX Health financial technology platform helps 390,000 employers and 31.8 million consumers better manage healthcare expenses. For more information, visit www.wexinc.com. In the past decade, our business has grown from \$318 million in revenue and 725 employees to \$1.72 billion in revenue in 2019, and more than 5,000 employees around the globe. For the full year 2019, revenue increased 15% from \$1.49 billion in 2018. Please see the attached financial documents.	*
10	What is your US market share for the solutions that you are proposing?	Although internal market share estimates are confidential, WEX fleet cards offer more than 300,000 governmental and commercial organizations with approximately 14.9 million vehicles exceptional payment security and control. WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards.	*
11	What is your Canadian market share for the solutions that you are proposing?	The WEX Fleet Card is currently accepted at 2,479 sites in Canada. This includes 1,834 Esso sites, 213 Mobil sites, 154 Pioneer Energy sites, 82 Shell Flying J sites and 70 7-Eleven sites. WEX also has signed agreements with merchants representing an additional 1,067 sites. This includes 507 Irving Oil sites and 233 Petroles Crevier sites.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	WEX has not petitioned for bankruptcy protection.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Service provider. This proposal is presented by WEX Bank, a Utah industrial bank formerly known as Wright Express Financial Services Corporation. WEX Bank is a wholly owned subsidiary of WEX Inc., a Delaware corporation formerly known as Wright Express Corporation. WEX Bank and WEX Inc. are collectively referred to herein as WEX. For more than 36 years, we have built our proprietary closed-loop network in the United States that includes site acceptance at more than 95 percent of the nation's retail fuel locations. Our network gives fleets the ability to control purchases in the field, and delivers comprehensive information and analysis tools that allow effective operational management and cost reduction. WEX, Sourcewell's current fleet card provider, currently processes transactions for commercial and government fleets totaling more than 14.9 million vehicles. WEX markets its services directly to fleets, and to businesses as an outsourcing partner for its strategic relationships. The sales and service delivery associates are employed by WEX. WEX does not utilize dealer networks to market, sell, or service the Sourcewell card program offered in this response.	*

14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	WEX holds all required licenses and certifications. WEX Bank is a Utah industrial bank that is regulated by the FDIC. WEX Inc. is SOX and PCI-DSS compliant.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	WEX has regularly been ranked in the Information Week Elite 100, including as high as 19th.	*
17	What percentage of your sales are to the governmental sector in the past three years	This information is confidential. However, of the approximately 14.9 million WEX cards on the market, more than 1 million are for tax exempt fleets. This includes 25 state contracts, the existing Sourcewell contract (approximately 3,200 organizations) and as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies.	*
18	What percentage of your sales are to the education sector in the past three years	This information is confidential.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX currently provides fleet fuel cards for 25 states, and has governmental and tax exempt customers in all 50 states. Our State customers represent more than 375,000 cards. WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds cooperative contracts with Sourcewell for fleet cards and telematics, and the GSA for telematics. We are an active member of the National Conference of State Fleet Administrators, continually attending educational seminars and focus groups to better understand the industry so we can meet and exceed the needs of our customers. State customers include: Maine; New Hampshire; Vermont; New York; Massachusetts; Pennsylvania; West Virginia; North Carolina; South Carolina; Georgia; Alabama; Florida; Kentucky; Indiana; Michigan; Illinois; Iowa; Missouri; Arkansas; Kansas; New Mexico; Utah; Wyoming; Montana; Idaho. Massachusetts, Kansas, Arkansas, Iowa, and Missouri are all on the Sourcewell contract. WEX cannot divulge sales volume figures.	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	WEX also provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards. WEX also holds a cooperative contract with the GSA for telematics. WEX cannot divulge sales volumes.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Georgia, Department of Administrative Services	Jazzmin Randall, Director, Office of Fleet Management	404-651-7263 (Office) 678-699-5797 (Cell)	*
State of Missouri	Adam Wakum, State Fleet Manager	573-751-2235	*
State of North Carolina	Robert Riddle, Director - Division of Motor Fleet Management	919-830-1347	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Confidential	Government	Florida - FL	Fleet card services	N/A	\$270M	*
Confidential	Government	Georgia - GA	Fleet card services	N/A	\$200M	*
Confidential	Government	Pennsylvania - PA	Fleet card services	N/A	\$250M	*
Confidential	Government	New York - NY	Fleet card services	N/A	\$190M	*
Confidential	Government	North Carolina - NC	Fleet card services	N/A	\$150M	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
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23	Sales force.	The WEX Fleet Card offers acceptance in all 50 states, at more than 95% of U.S. retail fueling locations, all of which provide Level III data for Sourcewell's membership organizations. Our current strategy utilizes a comprehensive approach to the government and non-profit sector. Our dedicated government relationship and sales team focuses on serving the needs of government entities. We take a holistic approach to these programs, and ensure that all eligible entities are aware they can take advantage of the overarching WEX contract. We also create a targeted marketing plan to support these outreach efforts, and inform eligible agencies that they can leverage the program to save money for their agency. Our marketing efforts include direct mail and email, and they are customized for the respective entity we are targeting. Communications are structured around the specific provisions of the contract which the individual entity can leverage. Our marketing team also uses mailing addresses provided by the respective state agencies, when they are made available. In addition, the internal analytics team utilizes subscription based databases to acquire contacts and conduct mailings to the appropriate state agencies. This enables us to maximize the effectiveness of the relationship, and ensure that both parties benefit from the fleet program to the greatest extent possible. WEX has a fleet card field sales force of more than 20 people dispersed throughout the continental United States. These members of our sales force are dedicated to selling our fleet card program and are full-time employees of WEX. Government Account Managers WEX has four Government Account Managers – including Sourcewell's current Government Account Manager, Denise Baumgart – who focus on servicing and expanding the use of our larger municipal, federal and state government fleet customers. Denise is located in Kansas and has been the Sourcewell's Government Account Manager since 2011. Denise will continue to meet with interested strategic members to review the fleet card program and to work closely with Sourcewell members to provide best practices that are meaningful and appropriate within your organization, throughout the life of the contract. Strategic Account Services (SAS) For fleets with more than 30,000 gallons of fuel purchased per month, SAS is the primary day-to-day contact for your fleet managers. SAS generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. SAS can help create reporting that may not be easily accessible to the Fleet Managers. SAS is based in South Portland, Maine at WEX Inc. headquarters and can be reached toll free between the hours of 8 a.m. and 5 p.m. Eastern time. Government Account Executives There are also two Government Account Executives, located at WEX headquarters in South Portland, Maine, who pursue piggybacking opportunities with eligible entities for Sourcewell. WEX also has an inside sales force of approximately 30 people who take inbound calls from leads generated from our overall marketing efforts including direct mail, email marketing and web channels.
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24	Dealer network or other distribution methods.	N/A.	*
25	Service force.	Government Account Manager Denise Baumgart will continue to meet with interested strategic members to review the fleet card program and to work closely with Sourcewell members to provide best practices that are meaningful and appropriate within your organization, throughout the life of the contract. Customer Service The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by more than 100 service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and fleet managers. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment by phone. Additional Services WEX understands that not all customer needs are met by a standard call center approach. To ensure and strengthen our customer service offering, we have developed service teams within Client Services that have the flexibility and skills to deliver non-standard service and meet the unique needs of our customers: Premium Fleet Services -- For fleets with more than 150,000 gallons of fuel purchased per month, the Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers help create reporting that may not be easily accessible to the Fleet Managers. It is Premium Fleet Services Account Managers' goal that the Fleet Managers have the necessary data to manage their fleets. PFS Managers are based in South Portland, Maine and can be reached toll-free at 877-WEX-CARD between the hours of 8 a.m. and 5 p.m. Eastern time.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our fleet customers cite the customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on matching customer service personnel with the skills and expertise to meet large and small fleet needs at various organizational levels. WEX will assign experienced Account Managers as the single point of contact for their programs. Program participants will also have 24/7 access to trained call center representatives (CSR's) available whenever needed. This tiered approach enables us to provide high levels of customer service at all times, as well as strategic oversight to work closely with agency contacts to improve their fleet card program. The WEX Customer Service Department is available 24 hours a day, 365 days a year, and is staffed by more than 100 service representatives and supervisors. The Customer Service Department is always available to answer questions, handle lost or stolen card reports, order replacement cards and authorize transactions for cardholders and fleet managers. Customer Service Representatives are also trained to handle questions regarding account billing and reporting. Station attendants can utilize an interactive voice response system (IVR) to obtain quick purchase authorization. Program administrators can use the IVR to check balances, available credit limits, or make a payment	

by phone.

Additional Services

WEX understands that not all customer needs are met by a standard call center approach. To ensure and strengthen our customer service offering, we have developed service teams within Client Services that have the flexibility and skills to deliver non-standard service and meet the unique needs of our customers:

Premium Fleet Services -- For fleets with more than 150,000 gallons of fuel purchased per month, the Premium Fleet Services Account Manager is the primary day-to-day contact for your fleet managers. He or she generally ensures that the program is working smoothly and also expedites all problems to their quickest resolution so that the fleet experiences minimal disruption. Premium Fleet Services Account Managers help create reporting that may not be easily accessible to the Fleet Managers. It is Premium Fleet Services Account Managers' goal that the Fleet Managers have the necessary data to manage their fleets. PFS Managers are based in South Portland, Maine and can be reached toll-free at 877-WEX-CARD between the hours of 8 a.m. and 5 p.m. Eastern time.

Bi-Lingual Call Support -- WEX evaluates the need for non-English speaking CSRs on an on-going basis and will add reps with different language skills as our business dictates. The call center currently has French Canadian and Spanish speaking CSRs on staff. In addition, the call center provides language translation services through a "Language Line" which provides translation in over 170 languages.

eServices -- This team of online experts provide support for web-based self-serve customers and are available to answer technical questions and train customers on web based products.

Customer Satisfaction

Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have 70% of calls answered by a person within 45 seconds.* We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include:

- Average speed to answer
- Time to abandon
- Abandonment rate
- Talk Time
- After-Call Work
- Handle Time

WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities.

*This is subject to change based on seasonality and call volumes.

Customer Service Management

At WEX, our management and our staff are tasked with improving and enhancing the effectiveness and efficiency of all aspects of our service offering. Our charge is to maximize resources while creating and maintaining a balance between work expectations and personal lives. Keeping first line customer representatives invigorated and

available to handle the next call requires support from an extended team of specialists to provide assistance with complex issues and ensure optimal staffing during peak call hours.

Customer Service Help Desk is available to support service representatives with calls that require additional research or specialized knowledge. The goal is to resolve issues in one call and provide an immediate response.

Customer Service Trainer is accountable for providing initial, remedial, and new program training for all CSRs. The trainer is responsible for establishing the monthly training agenda for the Team Leaders to complete during the weekly team meetings.

Technical and Resource Planning Team is responsible for the daily management of the queues to ensure service levels are achieved. The team also provides daily, monthly, and ad hoc reporting for the call center. They forecast the resources required and manage the scheduling of associates to optimize the customer experience.

Skill-Based Call Routing System

WEX employs a state-of-the-art call handling system featuring skill-based call routing. Our skill-based call routing ensures that our CSRs do not receive certain types of calls until they are fully trained to support them. We conduct a rigorous training and examination phase for all newly hired CSRs, and provide continuous refresher training to experienced staff. Only upon successful completion of the training program, are CSRs allowed to field calls from the customers, ensuring that they are able to provide the best in class service that our customers have come to expect from WEX. Experienced CSRs and team leaders monitor new staff responses to assure quality and program performance.

Emergency Response

WEX is prepared to support the needs of our Premium Fleet Services customers in the cases of natural disasters (e.g., hurricanes, earthquakes), threats to national security, and military mobilization.

At WEX, we recognize the critical importance of keeping fuel supplies available so that public sector vehicles can operate and respond during natural disasters and other emergencies. We're proud that the fleets we serve have found our work to be instrumental in their ability to maintain continuous operations during their most crucial times of need. Some of the services that can be provided upon request include the following:

- Emergency plan development: we work with each customer to prepare a plan of response should an emergency occur
 - Set up of online emergency card profiles, so you can easily remove or change your card control limits to support your emergency needs
 - Regular updates outlining which networks and fuel stations are open and active in disaster areas
- Our fleet customers — including public sector clients — cite their customer service experience as the single finest aspect of their relationship with WEX. Our service philosophy is based on providing a tiered support structure made up of highly trained service personnel to meet large and small fleet needs, including federal, state, county, and city fleets.

eServices

In coordination with Premium Fleet Services and Strategic Support, eServices provides fleet support for WEX' online tool. The eServices team strives for one-call resolution and,

		where applicable, customer education on use of our online products. Fraud Specialists WEX' experienced fraud prevention professionals work with fleets, partners, merchants, and, when necessary, local and federal authorities in order to minimize fraud, misuse, and abuse of our fleet card programs. We take a three-pronged approach to mitigating inappropriate use of cards and card programs —prevention, detection, and management. The Fraud Team an extensive network of industry contacts and association memberships to ensure they are on top of new trends and developments. Merchant Services The Merchant Services group works closely with both our Merchant Acquisition team and our Tax Department to achieve maximum acceptance with the greatest level of tax participation possible. This work includes the recruitment of new merchant acceptance when requested by a fleet. Strategic Receivables Services (SRS) WEX takes a proactive and service oriented approach to reducing payment delinquency. Our team of receivables specialists (Strategic Receivables Services) works with large customers to ensure accurate and on-time billing and payment. Each customer is assigned a specific receivables specialist who will be the primary point of contact and will work closely with the account manager. Your SRS specialist will work with you to ensure that your billing structure and payment methods work well for your business and help you get the most value from your card program. SRS specialists monitor payments on a daily basis and make contact with customers that have remitted a payment amount that does not match the amount due. In this way, past due balances are cleared up quickly, reducing the need for costly and time consuming historical reconciliation and analysis.	
27	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	WEX will continue to market to and provide products and services to Sourcewell participating entities in the United States.	*
28	Identify your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	WEX will market to and provide products and services to Sourcewell participating entities in the United States.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A. The WEX card is accepted in all 50 states and in Canada.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Our multi-channel marketing programs have a demonstrated track record of successful outreach to large, medium, and small fleets, including those in the government, education, and non-profit sectors. WEX has partnered with Sourcewell since 2011, growing that contract to benefit more than 3,200 members representing over 97,000 cards. WEX also

currently provides fleet fuel cards for 25 states and has governmental and tax exempt customers in all 50 states. Our State customers represent approximately 390,000 cards. Additionally, WEX provides fleet card services as a subcontractor to Citibank under the Federal Government's GSA SmartPay 3 Charge Card Program for 11 federal agencies, including the GSA Fleet, and the Departments of Homeland Security, Agriculture, State, Treasury, Commerce, and Energy. These federal government customers have more than 320,000 cards. In total, WEX services more than 1 million tax-exempt cards.

We actively manage programs to market to these government agencies. Our marketing efforts inform eligible governmental entities that Sourcewell has a fleet card program, and converts them through education of program benefits.

WEX has leveraged this proven methodology to promote the Sourcewell program for the last five years. Our custom outreach program ensures that eligible government, education, and non-profit organizations know about the Sourcewell WEX program, and are aware of the benefits of enrolling. This ensures that eligible agencies have access to quickly and easily sign up for the program, in order to maximize the overall program volume. Our annual efforts include but are not limited to direct mail, email campaigns, newsletters, trade show participation, press releases, web based marketing, online landing pages, and sales visits.

Internal Marketing Capabilities

WEX invests millions of dollars each year in establishing and delivering comprehensive marketing and sales programs on behalf of our own WEX Universal card programs, partner-based proprietary card programs, and our Government Fleet Card Program. We market to state, local and other eligible governmental organizations, in order to optimize participation in their respective card programs.

Our in-house Project and Channel Managers manage our public relations campaigns, tradeshow, email, web, direct mail and advertising programs. We also have a full-time in-house design team of professionals who support the development of collateral, direct mail, traditional print and web design. We are able to create turn-key programs for dozens of partners from Exxon Mobil and leasing companies, to smaller local and regional governmental agencies.

Through our marketing and sales efforts, WEX has helped the Sourcewell contract grow from zero cards in 2011 to over 3,200 customers, 97,000 and annual sales volume of \$185 million in 2019. WEX will continue to actively market the program, and leverage local and municipal level relationships to grow the portfolio throughout the contract. Over the past four years, WEX has invested well over \$200,000 in marketing efforts to the Sourcewell membership. We would continue our proven marketing and sales investment over the new contract period.

We utilize a disciplined, data-driven approach for these programs and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield and overall ROI. We use Salesforce.com and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a ready willingness to try new concepts and approaches using "champion-challenger" methodology so that we can learn and compare results of proven campaign approaches

		with those of newer test or concept campaigns. WEX utilizes an in-house web marketing team to develop a comprehensive marketing approach which utilizes the latest web marketing strategies. We have developed a dedicated Sourcewell landing pages to inform existing and prospective state organizations about the Sourcewell Fleet Card Program. (Example: https://www.wexinc.com/texas). We will use outreach efforts to draw traffic to the site, and encourage enrollment in the program. This program will be supported by geographically targeted Search Engine Marketing (SEM) to drive fleet card applications. WEX will develop custom email outreach programs to communicate with eligible Sourcewell organizations. WEX leverages organic search placement while effectively managing Search Engine Marketing and Optimization. WEX has successfully managed digital web-based marketing programs on behalf of its partners and has in-house web marketing experts who are experienced in leveraging this channel for fleet acquisition and communication. In the past, our sales force has attended more than 50 annual national, regional trade and local trade shows, in order to reach key decision makers and establish key industry contacts. We will leverage Sourcewell at government trade shows and conferences, to expand awareness of the program, and convert prospective organizations into cardholders. All events are managed by an in-house marketing team which coordinates our event calendar, and provides follow-up including lead generation, maintenance, and post-show mailings. All WEX Sales Associates utilize the Salesforce.com CRM (customer relationship management) system for effective territory management, as well as management reporting. Each member of our sales force uses this system to manage their territory and move prospective leads through the sales process to active leads which are followed up on until they are closed. Use of the tool gives us a clear view of individual and team effectiveness, their current 30-day account forecast and their longer term pipeline. We also use Salesforce.com to track leads, develop custom email programs, and distribute marketing collateral to potential accounts. Salesforce.com would be utilized to track and manage the WEX Sourcewell sales and marketing program.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We depend heavily on technology and digital data in our marketing efforts. Our marketing department works closely with our customer insights group (research) to glean valuable data which allows us to fine-tune our marketing campaigns and day-to-day activities. With the recent addition of new team members in the customer insights group we are now able to gain even greater direction in our marketing efforts, thus maximizing their effectiveness. We are also engaged on a daily basis with a number of social media networks (LinkedIn, Facebook, Twitter, and Instagram). Through our engagement we receive valuable feedback from customers. Of course, we also access these powerful platforms to distribute content that is valuable to our customers along with occasional marketing messages from WEX. Lastly, we manage a popular blog where we create and post on topics of interest to our customers several times each week.

34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has been an excellent partner the past nine years. We would anticipate that Sourcewell would continue to support their members and WEX as we continue our marketing and sales efforts to promote the value of the contract and servicing the existing members utilizing the contract. We would ask that Sourcewell continue to include WEX logos and contact information in existing marketing materials. We would also expect that the Sourcewell WEX relationship would be mentioned in new member mailings as well as on the Sourcewell website. When possible, if available, we would request access to the Sourcewell membership list, for use in our email and direct mail campaigns. We would also ask that any referrals that occur as a result of Sourcewell outreach efforts be forwarded to WEX for follow-up and activation. Finally, we have also found it beneficial to attend Sourcewell hosted events such as H2O to learn successful strategies and share our successes with other contract holders that benefit the Sourcewell membership.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	The Fleet Manager module of WEXOnline allows the fleet manager to add, edit, suspend, reactivate and terminate cards and drivers, to add/manage card controls, view and download invoice details. You can also: • Assign card to driver, vehicle or location • Transfer cards from one account to another • Group cards into authorization profiles to enforce your purchasing policies • Create organizational units or departments to better organize cards, vehicles and drivers for reporting and management purposes (initially added during the implementation phase) • Edit account information	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	WEX believes that training is the cornerstone for any successful implementation. The Strategic Implementation Manager will work closely with you to create a training plan that will support the needs of members who utilize the WEX program. A WEXOnline user guide will be provided , as will a Companion Guide. The Companion Guide will incorporate any of your business rules with respect to field reporting requirements and data collection expectations. For the formalized training, this can be conducted in three distinct ways. WEX utilizes WebEx as a tool for training; allowing members to complete training either through a classroom setting from their desk top or by accessing a pre-recorded training seminar. These pre-recorded seminars are helpful as they can be used by new hires after the implementation has been completed. WEX can also do in-person training sessions at Manager Meetings or other venues where your group has been brought together. The Government Account Manager assigned to the Sourcewell relationship, Denise Baumgart, will also complete on-going training as new products are released or as business needs require. These trainings will be completed through WebEx live or pre-recorded sessions. There is no cost for our training.	*
37	Describe any technological advances that your proposed products or services offer.	WEX envisions the evolution of technology enabling more possible point of sale solutions through proliferation of chip, mobile payment, and cloud-based solutions. WEX's strategic customers are often some of the first adopters of WEX's	

product innovations and pilot programs. WEX focuses on finding and watching innovations that have the potential to transform our industry or create a new vertical. We watch new technologies that might provide useful applications for new products and services and competitive advantage in the future. We take special interest in technologies relating to transaction authorization and processing, messaging, payment devices, point of sale, industry hardware and software solutions, new data sources and other opportunities.

Fleet Advisory Board

The Fleet Advisory Board is a targeted group made up of a cross-section of WEX's largest fleets. Its role is to represent the fleet industry with WEX senior leadership, and to provide key input, ideas and direction to advance WEX's leadership position in the marketplace. This group meets once or twice a year, and corresponds regularly via conference calls and email. Its focus is on strategic initiatives, looking out 3-5 years or more, to support WEX's continued growth efforts.

SPARK

SPARK is a broad group of fleet administrators and managers representing more than 50 organizations and public agencies nationwide. This group includes WEX's largest and most demanding fleets, and is focused on providing WEX direction on near-term products and services (typically 1-3 years out).

WEX Fleet Chip Cards

Working with Gemalto, a world-class leader in chip technology, WEX has been developing a proprietary chip card for three years to meet the EMV liability shift requirements. This is the first fleet-centric chip applet designed specifically for the U.S. fleet industry. This applet is spec-based and customized for WEX Fleet.

Not all retail fuel merchants will choose to invest in chip card readers at the point of sale due to the significant financial investment required; some will accept the risk of liability for fraudulent transactions. Because of this, the WEX fleet card will have both a chip and magnetic stripe for many years to come.

WEX believes it has taken a thoughtful approach to chip-card development.

- WEX's reputation is based on customer security and satisfaction. WEX did not take the easy route of putting a consumer based chip applet (Mastercard or Visa) onto its proprietary card product.

- The WEX research and development team initiated planning years in advance with a goal to define a lasting standard, and release the highest quality solution at the right time.

- WEX's development cycle will provide a seamless transition to EMV for WEX fleet customers and WEX-accepting merchants, and will ensure compliance with hardware and Point of Sale suppliers.

- WEX chip cards will offer full fleet functionality upon release, unlike the consumer-level functionality of other cards.

ClearView™

WEX Fleet ClearView™ (detailed in response to the following question) is a suite of powerful, cloud-based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

WEX Fleet DriverDash

WEX Fleet DriverDash is an application used by fleet drivers to activate their fleet cards, enter required prompts, and purchase fuel at the pump. The solution enables fleet drivers to authorize a fuel transaction via mobile device and biometrics from within their vehicle, creating a seamless and

		secure transaction via mobile device. DriverDash captures receipts electronically. The DriverDash program is currently available at more than 25,000 Shell, Exxon and Mobil-branded stations across the continental U.S. and WEX is actively expanding the network among its accepting merchants.	
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	WEX has reduced its carbon footprint by reducing daily deliveries of office supplies and by reducing travel through the use of WebEx for many conferences and training. WEX has also installed energy efficient light bulbs, and timers that turn off the lights in bathrooms when not in use. A recent energy audit of our facilities returned a positive review regarding our energy efficiency. WEX has capital expenditure money in its budget to further reduce energy consumption. WEX has a history of working with fleets to assist green initiatives. • We attend the AFVI conference every year to understand alternative fuels available, stay informed of the latest technology and updated legislation. It important for us to understand what is available to our customers, how they are affected by the alternative fuels industry and how we can support them in their green initiatives. • We have worked with EERE to establish a recurring data exchange for alternative fuel sites. • We currently provide custom reporting to our State customers regarding alternative fuel consumption. • We have participated in several Chicago Climate Exchange audits with our State customers. Although we can't share specific findings, we encourage the members to discuss with us our support in providing accurate data to the exchange or others you may be involved in. • Our WEXSmart telematics program helps fleets track idle and fuel efficiency. We would be happy to provide more information on this product. • WEX, as a member of Conexxus (formerly PCATS -- the Petroleum Convenience Alliance for Technology Standards), has been very active in recommending additional alternative fuel product codes to be included in the NACS (National Association of Convenience Stores) product code standards. • WEX has a relationship with the National Renewable Energy Laboratory that has allowed us to provide an alternative fuel site directory	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*

41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	WEX is Sourcewell's current fleet card provider and offers unmatched knowledge of your needs in a fleet card program for your members, and strategic support from Relationship Manager Denise Baumgart. Remaining with WEX will allow Sourcewell and its members to avoid a potentially costly and time-consuming implementation process. In general, we believe the following strengths distinguish us from our competitors: • Our closed-loop fuel network is driven by direct contractual relationships with both the merchant and the fleet, and only WEX transactions can be processed on these networks. We have built a network that provides over 95 percent fuel location coverage in the United States. • Our proprietary closed-loop fuel networks also afford us access to a higher level of fleet-specific information and control than is widely available on open-loop networks. This allows us to improve and refine the information reporting we provide to our fleet customers and strategic relationships. • WEX accepting merchants are required to be capable of transmitting Level III data. Level III data capture helps reduce fraud and provides greater visibility into your fleet operations with Driver ID and odometer entry required for each purchase. Fleets that use the WEX card receive detailed information like product type and description, fuel grade, cost per gallon, sales tax, and more. • We offer a differentiated set of products and services, including security and purchase controls, to allow our customers to better manage their vehicle fleets. We provide customized analysis and reporting on the efficiency of fleet vehicles and the purchasing behavior of fleet vehicle drivers. We make this data available to fleet customers through both traditional reporting services and sophisticated web-based data analysis tools. • Our proprietary software facilitates the collection of information and affords us a high level of control and flexibility in allowing fleets to restrict purchases and receive automated alerts. • We have an experienced and committed management team that has substantial industry knowledge and a proven track record of success.
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Table 9: Warranty (Performance Standards or Guarantees)

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Describe any performance standards or guarantees that apply to your services (customer or merchant service response times, processing time frames, dispute resolution, etc.).	Fleet Card Distribution: >= 99.5% of fleet cards will be mailed within one (1) business day of the card production date. Calculated by the calendar month Statement Distribution: >= 99.5% of the statements will be mailed/emailed/placed on FTP site within five (5) business days of the system printing date. Calculated by the calendar month Customer Setup: >= 99.5% of all fleet accounts will be set up (account data loaded and cards ordered) within three (3) business days after all of the information necessary for account setup is obtained and credit has been approved.
43	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.).	Customer Satisfaction is the bottom line for any service organization and WEX has developed high standards for how we deal with our customers. For example, our current minimum performance goal is to have 70% of calls answered by a person within 45 seconds.* We set our standards for customer service by benchmarking against other card-based call centers. We then strive to exceed these standards with each call. Measured metrics include: • Average speed to answer • Time to abandon • Abandonment rate • Talk Time • After-Call Work • Handle Time WEX surveys its customers to gain insight into their Customer Service experience. Our customers consistently give us high marks for the service we provide. Additionally, we record all of our calls and evaluate trends using speech analytic technology. This provides us with rich, real time voice of the customer information that is valuable for enhancing our training programs and informing our product development activities. *This is subject to change based on seasonality and call volumes.
44	Describe any service contract options for the items included in your proposal.	N/A

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
45	What are your payment terms (e.g., net 10, net 30)?	WEX's standard payment terms are 15 days from the date appearing on your invoice. However, WEX is offering to continue 26 day payment terms for Sourcwell members and will comply with any act or law governing payment timing upon review of such act or law. Please see the attached Pricing for details.	*
46	Describe available payment options (frequency, method, platform, etc.)?	The WEX Fleet Card program offers the following payment options. Paper Check You can pay by check using the remit stub attached to the invoice. If you ever need to expedite payment, the overnight payment address is included on the back of the invoice. Online Payment You can choose to receive an email notification when your invoice is ready for online viewing and payment. Payments scheduled by 3:00 p.m. ET are credited to your account on the same day and you can pay from up to four different checking accounts. ACH WEX supports customer initiated electronic payment through Automated Clearing House (ACH). Direct Debit/EFT The Direct Debit system is free. You can elect to receive a Prior Notification fax from us on the morning of the scheduled debit, informing you in advance of the amount to be initiated for debit from your demand deposit bank account. One-time Authorization for Electronic Payment If you need to expedite payment on the same day, but have not chosen to make online payments, you can request a one-time debit from your bank account for the outstanding balance on your account. (Processing fee may apply.) Payment terms subject to credit approval.	*
47	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	After an account is signed up through a participation addendum and implemented on the WEX card program, we capture the transaction data for each sale on the fleet card. This information is summarized by account for the quarterly reporting. WEX does not use a dealer network therefore all of this information is captured by WEX and provided to Sourcwell quarterly in summary format.	*
48	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	WEX does not accept P-Cards for payment.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
49	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	WEX offers rebates to Sourcwell members for fuel purchases made with the WEX Fleet Card. Please see the attached pricing for the fleet card and ancillary products.	*
50	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	WEX Fleet Card rebates are a percentage off the retail price at the pump.	*
51	Describe any quantity or volume discounts or rebate programs that you offer.	Please see the attached pricing for the fleet card and ancillary products.	*
52	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	N/A.	*
53	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Please see the attached pricing for the fleet card and ancillary products.	*
54	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Please see the attached pricing for the fleet card and ancillary products.	*
55	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A	*
56	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
57	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	b and c. Each contract we hold is individually priced, based on a number of variables: volume, length of contract, payment terms, current economic conditions, customization, cost to serve, etc. For this reason, the pricing proposed for this contract is the same or better than what we typically offer government procurement organizations and state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
58	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Internal audits are performed on a three year cycle, based on risk, e.g. the high risk areas are audited each year. Various compliance reviews are performed each year as required by regulations, e.g. generally bank compliance reviews are done annually. Internal audit also performs consulting engagements to assess the control environment of various major business initiatives, i.e. data center move, assessments of acquired companies, etc. WEX has an ISO 27001/27002 based Information Security Program that includes robust access controls, security monitoring controls, governance, risk and compliance, backup and recovery capabilities, regular penetration testing and vulnerability scanning, strong physical and environmental controls, policies and procedures, and security awareness training. Policies and standards are reviewed and updated annually. Procedures are owned by the individual teams and are required to meet the standards and also be approved by their management. WEX also obtains a SSAE16 SOC1, PCI-DSS certification over our Millennium platform, and is subjected to regular reviews and oversight by Internal Audit, External Audit, FDIC Examiners, and various third parties.
59	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We will issue a quarterly revenue share, in the accordance with the below Revenue Share Table, based on all Sourcewell members' Monthly Retail Transactions and the tier established in the table below (the "Rebate") \$0-\$50,000,000 quarterly spend: 10 basis points (0.10%) \$50,000,001-\$75,000,000 quarterly spend: 12 basis points (0.12%) \$75,000,001+ quarterly spend: 15 basis points (0.15%) Please see attached Pricing for more details.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
60	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	In addition to the WEX fleet card program, we are offering ClearView data analytics and reporting; Telematics, and Private Site Rebilling. WEX FLEET CARD The WEX Fleet Card program, described throughout this RFP response, offers best-in-class card functionality, reporting and customer service. With the WEX Fleet Card, fleets get the tools to manage the entire fleet. From Level III Data Capture, to spending limits and real time alerts, the WEX Fleet Card helps fleets of all sizes create operational efficiencies. WEX's proprietary network captures Level III data at virtually every accepting location, including essential information such as a driver ID, vehicle ID, job number or odometer reading. This is data you can't get from most bank cards. We help our customers open up savings opportunities through tighter control over their purchases. Working with the WEX team, cost-conscious fleet managers can: • Gain access to granular transaction detail • Run standard and custom reporting – and identify

opportunities for savings

- Set limits on dollar amounts and product types, ensuring that drivers spend money only on fuel and related vehicle services.

Our technology and services include:

- 99.8% Level 3 data on all transactions (including remote sites that may only transmit Level 1 or 2 using MasterCard)
- Nine levels of hierarchy, for more flexible reporting and billing options
- Advanced card to PIN functions; ability to tie one card to one PIN, etc.
- More flexible prompting options at point of sale
- Broad acceptance through our proprietary network, as well as expanded acceptance through virtual MasterCard technologies
- Comprehensive tax exemption program for Federal and State taxes
- Robust online reporting tools through WEXOnline, including ability to schedule and share custom reports
- Ability to customize data fields and add GL codes for accounts, drivers, vehicles or cards
- Control over user access to the online system, with advanced administrative functions

WEX is the chosen partner of many branded card programs, offering universal fleet cards solutions with specific branded discounts. Should it be advantageous to a State member, WEX may leverage these branded relationships in the event an entire State wishes to utilize this contract on a statewide level.

WEXPay™

WEXPay™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.

Using WEXPay™ in conjunction with a Custom Control fleet card lets you set the rules for your drivers. Custom Control cards allow you to set merchant, transaction, and even product type limits. We apply those limits to both WEX Fleet Card and WEXPay™ Mastercard transactions. Expanded coverage combined with integrated reporting and invoicing can further streamline your fleet purchasing and operations.

How It Works

As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the WEX system applies your purchase controls and collects the same level of purchase detail, including Prompt ID and odometer. Details of the purchase are integrated into your WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

* Purchases are subject to the Mastercard transaction processing rules and terms of use, including tax exemption rules.

WEX FLEET CLEARVIEW

WEX's Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and

understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

- Gain a clearer picture of vehicle and driver performance to identify cost savings opportunities
- Streamline operations to help eliminate redundancies
- Quickly identify areas of your organization that need to focus on key performance indicators like card activation rate and price per gallon

Identify outliers and anomalies to reduce fraudulent activity and identify opportunities for driver education

- View volume and price information by merchant brand to divert drivers from high-price stations, and negotiate better rates for heavily-utilized merchants.
- Review purchasing patterns to better understand trends in expenses

TELEMATICS

With more than 80,000 active telematics accounts across the US, including Sourcewell members and several government agencies, WEX Telematics is one of a select few to provide precise, customizable GPS tracking solutions to the largest U.S. fleets. WEX Telematics is alone in its ability to seamlessly integrate fuel use data from WEX fleet cards into its analytics package.

Our award-winning U.S.-based customer service will provide expert fleet consultation and guidance whenever you need it. WEX Telematics provides specific hardware and software packages suited to the individual needs of Sourcewell's members so they can quantify, analyze and eliminate weaknesses in their fleets.

For example:

- How much idling and where?
- How many speeding incidents?
- How many miles driven per day or week?
- How much fuel consumed?
- Incidents of seatbelt non-use
- Aggressive driving events
- Customer stops per day
- Miles driven vs customer time
- Accident reporting

Sourcewell customers are sensitive to fuel prices, maintenance downtime, and service productivity. Safety is also a paramount concern. WEX Telematics helps solve all these challenges.

WEX Telematics users often experience a reduction in fuel use via decreased idling, speeding and incidents of harsh acceleration and braking; detecting fuel card misuse; preventing unnecessary miles by monitoring after-hours usage; implementing efficient routing; and more.

Our users can also save on maintenance through:

- Decreased idling (one hour of idling is equivalent to 80 to 120 minutes of vehicle wear).
- Decreased speeding (increasing speed from 50 to 60 mph increases maintenance costs 38% and at 70 mph increases costs 80%; rate of tire wear doubles above 70 mph).

- Regular engine alerts to schedule proactive maintenance.

WEX Telematics provides helps fleet managers improve safety – a mission-critical task for hospitals – by providing information on how drivers are behaving in the field and giving managers the data to craft driver scorecards that inform incentives and training.

Telematics Cameras

Vehicle cameras are becoming more important to have in your fleet. With WEX Telematics, managers are able to modify driver behavior and receive timely video evidence of critical incidents that is important to insurers. During a time when controlling expenses is more important than ever,

		combining your WEX Telematics unit with an in-cab camera and your WEX Fleet Card can help you improve driver safety, decrease insurance costs, and monitor and minimize unauthorized fueling. Video telematics combines vehicle data and driving data to provide more context around any incident footage while transmitting the video evidence in real-time over a cellular network. Video is captured and transmitted to the cloud based application when a fleet manager defined rule is broken. These rules can include speeding, harsh braking, harsh acceleration, rapid change in direction or an accident. In the case of a collision, video telematics can help provide the answers to who, what, where, when, and why. Telematics technology plays an important role in improving the safety of your drivers and others on the road. • Support your drivers by helping them improve their skills and make better decisions • Guard your assets by protecting against false claims and unexplained damage • Improve your fleet operations by boosting safety and reducing risky driving PRIVATE SITE REPORTING Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions. Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.	
61	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
62	Fleet card payments	☒ Yes ☐ No	WEX is Sourcewell's current fleet card provider.	*

63	Mobile application, digital, and/or virtual payment services	☒ Yes ☐ No	WEX's fleet card program includes mobile applications as described in our proposal. We are also offering WEXPay, a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment.	*
64	Fleet payment data analytics	☒ Yes ☐ No	WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.	*
65	Integrated telematics solutions	☒ Yes ☐ No	WEX is also Sourcewell's telematics provider. WEX fleet data integrates seamlessly and at no cost with WEX telematics.	*
66	Web-based account management and reporting tools	☒ Yes ☐ No	WEXOnline®, WEX's proprietary online management tool, helps fleet managers manage their fuel and service expenses to help maximize operational efficiency. They can perform day-to-day card and prompt management as well as complete analytical reporting, determine the health of the vehicles, review spending metrics, and accurately forecast for future budgeting. This tool is web-based so they can manage the fleet from any computer at any time.	*
67	Private-site fuel location payment or data services	☒ Yes ☐ No	Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions.	*

68	Electric vehicle charging station fee payment	☒ Yes ☐ No	In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more than 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.	*
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Table 15: Industry Specific Questions

Line Item	Question	Response *	
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We utilize a disciplined, data-driven approach for these programs and track key metrics such as response rate, close rate, average fleet size, credit approval rate, account and activation rate, card yield and overall ROI. We use Salesforce.com and Siebel CRM systems to track the effectiveness of each unique campaign, and review results of each marketing program in detail, both internally and in conjunction with our partners. Our approach includes a ready willingness to try new concepts and approaches using "champion-challenger" methodology so that we can learn and compare results of proven campaign approaches with those of newer test or concept campaigns.	*
70	Describe available features or controls that assist with mitigation of fraud, waste, or abuse in the solutions offered.	In our experience, efforts by WEX's Fraud Department, in tandem with a customer's use of a fleet management policy, controls, alerts, and careful review of all reports (including exception reports) helps substantially reduce exposure to abuse and fraud, and any associated losses. WEX has instituted business practices designed to help you detect and reduce fraud and/or misuse of the WEX card. WEX's Fraud Department performs three primary functions in an effort to identify and mitigate fraud on our fleet customers' accounts: Primary Functions • Review Transaction activity • Identify potentially abusive or fraudulent behavior • Notify customers when such behavior occurs Our Fraud Department makes every effort to detect unusual or excessive purchase activity using constantly evolving techniques and reporting. If such activity is detected, an analyst will contact the fleet manager to bring it to their attention, noting details such as: "Red Flag" Activity Indicators • Date and time of purchase • Merchant location • Product purchased • Driver identification number used to conduct the sale • Dollar amount Our Fraud Department has been instrumental in providing recommendations to help reduce the occurrence of fraud,	

proactively working to identify fraudulent transactions, and working closely with fleets, merchants, and appropriate authorities to minimize losses and prevent such situations from continuing or re-occurring.

WEX will terminate compromised cards within 48 hours if there are no fraudulent transactions on the card. If WEX discovers a suspicious transaction, the card is terminated immediately and WEX will attempt to contact the fleet for verification. If the transaction proves to be legitimate, WEX can reactivate the card.

There are currently approximately 60 people on WEX's Global Fraud Strategy and Analytics team. WEX works with state and local law enforcement in an effort to prosecute those who commit fraud with the WEX card. WEX attempts to pro-actively close down at-risk cards before fraud happens.

Monitoring System

In recent years, white plastic fraud has become the most significant form of fraud in the fleet card industry. White plastic is the result of a third party stealing card information and loading that information onto a new card for the purpose of conducting fraudulent transactions. In the cases that we see, the data is primarily acquired through devices placed into Automated Fuel Dispensers (AFDs). The devices allow the perpetrators to capture the card numbers, Driver IDs, and odometer readings as they are input at the pump. It is important to know that it's not just WEX cards that are affected by gas pump skimming; any other gas or bank card used at the same pump during the time a device is in place is also at risk of being compromised.

WEX uses the data available to us in an attempt to discern the Point of Compromise (POC) for each identified occurrence of white plastic. We use this data to review other cards used at the same location during the same time period for possible abuse. Based on this information and other variables, we determine which cards are most at risk for having white plastic created.

WEX has recently deployed Safer Payments, an advanced fraud mitigation system based on Machine Learning technology. Safer Payments is a true, 24/7 real-time system that can help detect and prevent fraud by intercepting fraudulent transactions "in-flight," generating case queues for subsequent investigation, and in specific cases, triggering email alerts.

Safer Payments is artificial-intelligence-based software that can identify risky transactions during the authorization process within milliseconds. Transactions above a certain "suspicious level" will be declined, while all other transactions will be allowed to pass.

Using advanced machine learning algorithms, Safer Payments continuously "learns" as it aggregates transactions streaming through the solution to detect trends at a portfolio, customer, channel, product, and transaction level. WEX controls the settings that allow the WEX transaction authorization system to "pass," "pass, but flag for review," or "deny" any transaction or group of transactions.

Most traditional "neural" or "anomaly detection" software solutions rely heavily on pre-coded patterns of transactions or geolocation monitoring. They lack the ability to learn as they go and to monitor all levels of a card portfolio. They also will typically only "flag" a transaction for review, but may not be able to actually stop a potentially fraudulent transaction from getting through the authorization process. Safer Payments "learns" as it streams transactions through its logic. Safer Payments is able to monitor trends and activity at the portfolio, channel, customer, product, and transaction levels.

The logic within Safer Payments is highly configurable and, as fraud trends are identified, will apply past learning, patterns, and trends to new transactions that stream through its logic engine. Safer Payments has multiple levels of detection which can actually prevent a transaction from being

authorized or can flag a transaction for review by the fraud team depending upon scoring logic. Safer Payments model maintenance requires no vendor intervention, enabling WEX to update models internally on a daily basis.

White Plastic/Skimming

WEX works with authorities at both local and federal levels to help authorities identify the individuals associated with white plastic and/or skimming. This level of engagement sometimes involves undercover surveillance, which could be jeopardized by an individual pursuing an investigation on his or her own.

WEX may assume liability (financial loss) for white plastic cases. WEX may also require the impacted fleet to submit a dispute form or an Unauthorized Use Affidavit. This notarized document may be requested should the matter be prosecuted; it enables WEX to submit information in a court proceeding as evidence. Without the formal notarization, the claims we are assisting the authorities in pursuing on your behalf may be disallowed.

It is important to remember that diligence and responsiveness are also important for fraud mitigation:

- Timely review of transaction data and reports is critical to fast identification of suspicious activity.
- Expeditious reporting (including submission of the Unauthorized Use Affidavit, if requested) of any suspicious transactions.

- Reporting to Customer Service anything unusual seen at stations, such as a pump that may have been tampered with/opened or a card reader that appears abnormal.

Security and control

We enable our customers to monitor and control their fleets' expenditures. Through WEXOnline®, fleet managers can set pre-determined limits on spending amount, purchase frequency, product and service type, and the hours during which purchases can be made.

Through WEXOnline®, fleet managers can perform real-time modifications to any pre-determined limits, and add or remove driver identification numbers in response to changes or to prevent theft. They also can elect to be notified by email when limits are exceeded in eight purchase categories, including limits on transactions within a time range, gallons per day and allowable fuel types. Our purchase controls allow fleet drivers to purchase essential items and services when needed, but deter them from making excessive or unauthorized purchases.

Exception Reports

Managing by exception is an excellent way to save time while ensuring your policies are being followed in the field. Exception reports work well with purchasing controls to help fleet managers identify potential fraud or abuse.

Prompt ID

The WEX card cannot be electronically activated without entering a valid Prompt Identification Number, rendering the card useless to someone who has found or stolen it. The authorization process acts as a security measure, and provides a layer of protection against fraudulent activity. A valid Prompt ID is required by all users at the point of sale, providing security to the fleet customer.

ClearView™

WEX Fleet ClearView™ is a suite of powerful, cloud-based analytics solutions that automatically organizes, interprets, and intuitively displays fleet-related information. Critical data is presented in an intentional layout of simple and informative visualizations, helping fleet managers monitor operations, understand trends, benchmark performance, investigate anomalies, and recognize cost-saving opportunities.

ClearView's Exceptions Module can help you recognize and mitigate fraud. Three exceptions that many large fleets use are:

Over Limit: This exception allows customers to customize the time period and dollar threshold, which triggers this

		exception when a vehicle or driver surpasses the set limits. Since fuel merchants are lagging behind all other industries in the adoption of EMV chip technology, white plastic has migrated to the gas station/convenience store industry. You can check this exception each day to quickly identify and terminate compromised cards by, for example, noting the high number of gallons and transaction count for a particular vehicle. Exceeding Tank Capacity: This exception identifies when more gallons were purchased than the vehicle's tank can hold. You can use this exception to identify fuel theft and card skimming. This allows you to notice the drastic changes in geography, fuel type, gallons, and dollars. Fuel Mismatch: Customers use this exception to identify when the type of fuel purchased doesn't align with the type of fuel required for the vehicle's engine. This exception can be used for card skimming, driver theft, card swaps, and policy compliance. For example, you might notice a gasoline-powered vehicle buying diesel, oftentimes for more gallons than the vehicle's tank can hold. ClearView is described in greater detail below. MERCHANT REQUIREMENTS WEX accepting merchants and partners agree to establish the following security procedures to safeguard card sale data and cardholder information. 1. Inspect pumps daily for signs of tampering, including unusual equipment near the card reader. 2. Secure dispensers with unique locks and apply security labels as required by local laws. 3. Install adequate lighting, especially above pumps that are not visible by inside employees. 4. Install security systems, including cameras for monitoring employee and customer behavior. 5. Implement fuel pump shut-off limits. If needed, WEX can advise you on recommended shut-off values. 6. Notify WEX immediately in the event of a suspected breach or compromise at your location(s).
71	Describe the acceptance network of the card, mobile application, digital, or virtual payment services offered for vehicle, aviation, and/or marine fleets, as applicable.	The WEX Fleet Card offers acceptance in all 50 states, at 95% of U.S. retail fueling locations, all of which are required to transmit Level III data. The card is accepted by all major oil companies and fuel retailers, as well as independent merchants, in urban, rural, and remote locations. The WEX Fleet Card is also accepted at more than 2,000 locations in Canada. For a list of accepting locations nationwide, visit http://www.wexinc.com/accepting-locations. Directories WEX is always increasing its acceptance coverage. For the most current information, the WEX corporate website (www.wexinc.com) includes an online site directory where fueling locations can be searched by brand, city, state, and zip code. Site searches can also be done via WEX's web-based account management and reporting tool, WEXOnline®. WEXPay™ WEXPay™ is a tool that enables out-of-network purchases at an additional 398,000 merchants in the Mastercard® network by utilizing a virtual card interface. Typically used for independent or geographically remote fuel and service sites, WEXPay™ provides the control of a fleet card with the convenience of a credit card. This tool reduces the number of out-of-network sites where drivers would have to use an alternative form of payment. Using WEXPay™ in conjunction with a Custom Control fleet card lets you set the rules for your drivers. Custom Control cards allow you to set merchant, transaction, and even product type limits. We apply those limits to both WEX Fleet Card and WEXPay™ Mastercard transactions. Expanded

coverage combined with integrated reporting and invoicing can further streamline your fleet purchasing and operations.

How It Works

As a Mastercard issuing bank, WEX uses Single-Use Account Number technology to authorize a one-time payment to a merchant. The account number provided to the merchant by phone is fast and secure — good only for that one purchase.

When the merchant calls for authorization, the WEX system applies your purchase controls and collects the same level of purchase detail, including Prompt ID and odometer. Details of the purchase are integrated into your WEX Fleet Card invoice and reports. One card, one invoice, one report with the same controls and service WEX customers expect.

* Purchases are subject to the Mastercard transaction processing rules and terms of use, including tax exemption rules.

Adding New Merchants

WEX is always increasing its acceptance coverage for fuel, service, and marina locations. Because we currently have acceptance at 95% of all retail fuel sites in the United States, our merchant acquisition strategy is driven by the needs of our fleet customers.

If a customer needs specific merchants added to the WEX accepting network, the customer should provide the following information to WEX:

- Merchant name
- Merchant address
- Merchant contact person
- Phone and fax numbers
- Expected utilization/volume from your fleet
- Name and phone number of fleet employee requesting

WEX card acceptance

WEX will work with all interested parties in an attempt to gain acceptance at the location. This includes either direct agreements or acceptance through our partnerships with network sales organizations and acquirers.

Alternative Fuels

Certain WEX accepting merchants supply ethanol, natural gas (CNG, LNG), propane (LPG), hydrogen, biodiesel, methanol, and other alternative fuels. WEX has created an Alternative Fuel Directory using transaction information passed to us by accepting merchants, and from external sources such as the Department of Energy. This directory contains more than 6,000 WEX accepting sites that carry at least one alternative fuel type. This directory is available through a download from WEXOnline®, or can be provided in hard copy for use in vehicles. WEX uniquely reports ethanol, methanol, CNG, LNG, and biodiesel.

EV FleetCharge

In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.

Aviation and Jet Fuel -- AVCARD

WEX customers can manage aircraft fueling, maintenance, and activity with the AVCARD program. AVCARD — a complete purchasing solution for fuel and related aviation services — is a credit card and contract fuel program used by corporate and private flight departments at both domestic

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and international airport locations. In addition to your WEX Fleet Card account, we can set you up with an AVCARD account, which is integrated with your WEX account. AVCARD cards function as both a credit card and a contract fuel card. You'll only need one card program for purchasing fuel and services from all AVCARD acceptors and/or contract fuel suppliers. AVCARD is the most widely accepted aviation credit card, providing fuel access at 7,500 locations in more than 190 countries. With an AVCARD account, you automatically participate in their Contract Fuel Program, which allows you to receive savings on jet fuel virtually everywhere in the world.

- View and download contact information and a detailed listing of specific services provided (catering, rental cars, hangar, etc.)
- Prearrange your fuel and services
- Log in to obtain contract fuel pricing
- Request a firm Price Quote by email
- Report a lost or stolen card online or use the toll-free number during business hours

WEX customers can sign up and use the convenient features of the AVCARD program at no additional charge. Marinas

Fleets can purchase gasoline and diesel fuel at marine fueling locations through a combination of direct acceptance of the WEX Fleet Card at marinas with branded oil locations through electronic point of sale systems, and at any of the more than 9,500 marina locations that accept a MasterCard worldwide. The WEX Fleet Card and WEXPay™ would be used at these accepting locations just like any other fueling location to purchase fuel and related services. Additional terms and conditions apply.

MAINTENANCE PROGRAM

WEX offers several maintenance purchasing solutions to support fleet needs.

WEX Service Network (WESN)

WEX offers acceptance for service and maintenance needs through the WEX Service Network. WEX Custom Control cards can be used to purchase tires, transmissions, brakes, mufflers, oil changes, glass replacement, car washes, and other routine vehicle maintenance products and services at national brand and local service stations, including Goodyear, Sears, Jiffy Lube, Valvoline, and Bridgestone/Firestone. The WEX card is currently accepted at approximately 33,000 service sites.

Maintenance Management Solutions - Purchase Log

WEX offers Purchase Log to facilitate payments to merchants that accept MasterCard®. Purchase Log is a web-based interface that allows fleet-designated staff to securely log in to WEX's MasterCard® settlement website and enter pertinent Level III data associated with a transaction (or invoice). This can include up to six entry fields for the fleet-specific data such as billing codes. Once the transaction information and payment amount is entered, a virtual card/single use ghost account with expiration dates and CVC2 values is presented. The fleet provides this to the merchant for payment.

Using the MasterCard® payment network, you see all requests and approve all transactions before they take place. You can give your managers different levels of approval, while maintaining control over larger purchases.

Purchase Log uses Single Use Virtual Accounts to make secure payments to vendors. It is a safe and secure method of paying your vendors that lowers the possibility of misuse or fraud, and significantly reduces your paperwork.

Purchase Log transactions appear on their own invoice and report since the program is separate from your WEX Fleet Card account. Reports can often be formatted to be imported into most customer accounting programs.

The standard Purchase Log billing cycle is monthly, subject

		to final credit approval. The standard payment term for Purchase Log is 15 days from the date of invoice and is subject to final credit approval. This payment term may be different from that of your fleet account. There are several payment methods available, including standard check, online, by phone, or via wire or ACH. There is no early payment discount and there are no extra fees. There may be associated fees to your account for other types of MasterCard® purchases and services, such as international currency conversion. Since Purchase Log uses MasterCard® account technology, it is separate from your WEX Fleet Card account. Additional terms and conditions and sometimes an additional credit line apply. WEX Bank may be able to utilize your existing fleet card credit line (if there is sufficient unused credit) for the Purchase Log program. Purchases are subject to the MasterCard transaction processing rules and terms of use, including tax exemption rules. WEX Fleet DriverDash is an application used by fleet drivers to activate their fleet cards, enter required prompts, and purchase fuel at the pump. The solution enables fleet drivers to authorize a fuel transaction via mobile device and biometrics from within their vehicle. DriverDash can help solve issues like skimming and inaccurate odometer readings with secure, in-vehicle transactions. DriverDash captures receipts electronically. The DriverDash program is currently available at more than 25,000 fueling stations across the continental U.S. and WEX is actively expanding the network among its accepting merchants.	
72	If offering payment services for electric vehicle charging station fees, describe available data collection and sharing options.	In partnership with ChargePoint, the world's largest electric vehicle charging network, WEX EV FleetCharge offers EV charging and integrated reporting for business, government, and transit fleets. WEX EV FleetCharge is available to any WEX Fleet Card customer, and allows WEX customers to use their WEX Fleet Card account to charge electric vehicles at more 66,000 ChargePoint charging stations. ChargePoint will provide an RFID tag that is used to activate the charging station and will be connected to your WEX account. Set your WEX Fleet Card as the form of payment, then enter the RFID code and your EV transactions will be included in your WEX Fleet Card reporting, noted with an EV product code. ChargePoint transactions are billed nightly to your account.	*
73	Explain the value-added tools offered for fleet data analytics, integrated telematics, data file transfer and validation, private-site fueling solutions, fleet technology interfaces, etc.	In addition to the WEX fleet card program, we are offering ClearView data analytics and reporting; Telematics; and Private Site Rebilling. WEX FLEET CARD The WEX Fleet Card program, described in detail throughout this RFP response, offers best-in-class card functionality, reporting and customer service. Our technology and services include: • 99.8% Level 3 data on all transactions (including remote sites that may only transmit Level 1 or 2 using MasterCard) • Nine levels of hierarchy, for more flexible reporting and billing options • Advanced card to PIN functions; ability to tie one card to one PIN, etc. • More flexible prompting options at point of sale • Broad acceptance through our proprietary network, as well as expanded acceptance through virtual MasterCard technologies • Comprehensive tax exemption program for Federal and State taxes • Robust online reporting tools through WEXOnline, including ability to schedule and share custom reports • Ability to customize data fields and add GL codes for	

accounts, drivers, vehicles or cards

- Control over user access to the online system, with advanced administrative functions

WEX FLEET CLEARVIEW

WEX's recently released WEX Fleet ClearView analytics platform gives managers a dynamic view into their fleet operations. You'll have the ability to combine and analyze large amounts of data, and use the results to take corrective action. Whether it's identifying and understanding short- or long-term trends, reviewing performance benchmarks or isolating outliers and anomalies, you will be able to bring your analysis and decision-making to new levels without the time-consuming, manual calculations.

- Gain a clearer picture of vehicle and driver performance to identify cost savings opportunities
 - Streamline operations to help eliminate redundancies
 - Quickly identify areas of your organization that need to focus on key performance indicators like card activation rate and price per gallon
- Identify outliers and anomalies to reduce fraudulent activity and identify opportunities for driver education

- View volume and price information by merchant brand to divert drivers from high-price stations, and negotiate better rates for heavily-utilized merchants.

- Review purchasing patterns to better understand trends in expenses

TELEMATICS

WEX Telematics is a suite of Telematics solutions carefully assembled to meet the needs of the WEX fleet customer base. Our best in class technologies leverage GPS for tracking and are driven by innovative hardware, software and reporting capabilities. We partner with you to accomplish your specific business goals, such as:

- Maximize the utilization and productivity of your workforce and vehicles
- Reduce overall operating costs and improve revenue
- Reduce fuel costs
- Reduce risk and Improve safety and compliance
- Improve customer experience and relations
- Help you become a greener company

We take a consultative approach to fully understand your specific business case and carefully select the solution that best meets your needs. We help you leverage industry best features and reporting options.

What makes us different?

- More than 30 years of fleet experience
- Consultation and guidance from people you know and trust
- A suite of solutions to meet your specific business case
- Proven implementation process to simplify enablement
- Best in class products backed by US-based world class customer service
- Innovative fuel/GPS integrated products to help curb card abuse

Features

- Dashboards
- Mapping
- Real-Time Alerts (e-mail or text)

- Speed violations
- Idling
- Landmark entry/exit
- Odd-hours usage
- Diagnostic trouble codes (optional)
- Odometer-driven maintenance

	Reports • Begin/end of day • Stop and drive time • Engine operating performance data and statistics • Fuel usage, MPG • Fuel guard • Safety violations • Custom reporting options PRIVATE SITE REPORTING Private Site Reporting consolidates tracking of onsite and retail fuel transactions into one comprehensive report, allowing you to monitor private transactions for abuse through purchase controls at the point of sale using your WEX card. This program provides in-depth reporting of onsite fuel transactions at the vehicle level integrated with retail fuel purchases. The system is designed to exclude onsite fuel transactions from your invoice while providing consolidated comprehensive vehicle level paper and electronic reporting along with your retail transactions. Once installed, your card readers will be required to retain reportable information so you don't have to. Just like a retail transaction, the driver initiates the data capture by entering their Driver ID and odometer. Your card reader will provide the fuel type, gallons, PPG as programmed in the card reader, and total sale. Upon receipt, WEX integrates this key information into your fleet's usage reporting.
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Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - 2019 Annual Report to Stockholders.pdf - Thursday July 30, 2020 10:17:17
 - [Marketing Plan/Samples](#) - Marketing Plan-Samples.zip - Thursday August 06, 2020 06:43:26
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - [Pricing](#) - Pricing.zip - Thursday August 06, 2020 14:10:01
 - [Additional Document](#) - Additional Documents.zip - Thursday August 06, 2020 14:04:47

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign

Assets Control of the United States Department of the Treasury found at:
<https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;

- b. Included on the government-wide exclusions lists in the United States System for Award Management found at:
<https://www.sam.gov/portal/3>; or
- c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Tim Laukka, President and CEO, WEX Bank

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Fleet_Payment_Solutions_RFP080620 Wed July 29 2020 05:48 PM	☒	2
Addendum_1_Fleet_Payment_Solutions_RFP080620 Sun July 5 2020 09:09 AM	☒	1

Wex Universal – Terms and Conditions for Government Fleets

EX Bank, a federally-insured Utah industrial bank (“Issuer”), would like to provide and propose the following terms (the “Agreement”) to be included in any resulting contract between Issuer and your contracting agency or entity (“Customer”). The Agreement is specifically related to our product offering and banking regulations for issuing credit.

The definitions on Schedule A apply for purposes of this Agreement.

1. Use of Account.

The Account may be used to make purchases at merchants participating in the WEX network. Customer agrees that the Account and a Card may only be used for business purposes, and not for any agricultural or personal, family, or household purposes. Customer shall adopt and follow internal policies and controls to ensure that the Accounts and Cards are used strictly for business purposes. Purchases of lottery tickets or other games of chance, gift cards, pre-paid cards or other cash equivalent charges are prohibited.

2. Account Users.

2.1 Customer shall designate Account Users as well as those contacts authorized to: **(a)** provide Issuer with the information necessary to establish and maintain Account(s), Cards, and DINs; **(b)** provide vehicle, driver and other information; **(c)** receive all Account numbers, Cards or reports; **(d)** receive other Account information; and **(e)** select additional products and/or services that may be offered. Customer will provide notice of any change or removal of any contact or Account User either in writing, by telephoning Issuer’s customer service department or through Issuer’s online system. Issuer is authorized to take instruction from any Account User or contact with apparent authority to act on Customer’s behalf. Unless Customer reports any errors in Account information or Cards, Issuer is entitled to rely on that information for servicing the Account. Customer shall ensure that each Account User complies with the terms and conditions of this Agreement. Customer is liable for any employee misuse of Cards.

2.2 Customer is responsible for notifying Issuer of any revocation of authority of an Account User to use a Card or the Account. An Account User shall be deemed to have authority to use a Card and the Account until Issuer receives notice of revocation of authority from Customer in the manner required by Issuer and Issuer has a reasonable time to act on the notice, notwithstanding whether any such use is consistent with any limitations on use imposed on an Account User by Issuer.

2.3 Customer assumes all risk if Customer chooses to leave a Card at an accepting location for use by its drivers or Account Users and, as such, agrees to pay for all charges made with that Card or on that Account. Customer agrees to keep DINs confidential and ensure that its employees or Account Users do not disclose any DIN. Customer is liable for any Unauthorized Use that results if an Account User or other employee discloses a DIN or writes a DIN on a Card, even if the disclosure is inadvertent or unintentional. Customer shall not provide actual, implied or apparent authority to any Person to use a Card or the Account except for an Account User.

3. Credit Limit and Authorizations.

3.1 Issuer will notify Customer of the Credit Limit assigned to the Account. Customer shall ensure that the balance of the Account does not exceed the assigned Credit Limit. Issuer may change the Credit Limit in its sole discretion without prior notice, except as may be required by applicable law. Issuer may, but is not required to, permit Customer to exceed its Credit Limit. Customer must comply with the Credit Limit even if Issuer has previously permitted Customer to exceed the Credit Limit. Customer shall, immediately upon request, pay the amount over the Credit Limit.

3.2 Issuer has sole discretion to determine whether to establish an Account and extend credit to Customer. Issuer may suspend an Account or refuse to authorize any Transaction in its sole discretion for any reason, including in the event that: **(a)** any balance is past due; or **(b)** the amount of the Transaction plus the outstanding balance (including Transactions authorized but not yet posted) exceeds the Credit Limit.

4. Controls.

4.1 Customer may request that Controls be applied to the Account. The availability and effectiveness of Controls is dependent upon each merchant’s adoption of Card specifications and the information, including product codes that the merchant transmits to Issuer. The product codes are assigned by each merchant and not by Issuer. In addition, some Controls are not enforceable at island card readers due to equipment restrictions at the merchant location. There are inherent limitations on the ability of Controls to limit the use of Cards in the manner intended.

4.2 Issuer may, in its sole discretion and without prior notice, modify Controls for the purpose of, among others, the prevention of suspected fraudulent activity. Issuer may apply default Controls on its portfolio of accounts. Issuer will use reasonable efforts to notify Customer after any modification to a Control setting is made. Customer shall review and manage the account set-up for all Cards based on Customer’s specific purchasing needs. Customer agrees it is responsible for reviewing fraud control data provided by Issuer for the purpose of detecting fraud that may occur within Control parameters.

4.3 Default Control values are modified through the online product. More detailed information and certain limitations regarding Controls is provided online. Only Transactions submitted for authorization are subject to Controls and those Controls can only be enforced when the merchant provides sufficient information as part of the authorization.

4.4 Controls are provided for the convenience of Customer in its efforts to manage usage of Cards and the Account. Issuer encourages Customer to set Controls in a manner that Customer determines is most likely to conform usage of Cards and the Account to the purposes determined by Customer. However, Issuer is not responsible for the prudence of any particular Control level selected by Customer. Customer shall be liable for all Transactions, regardless of Control settings selected by Customer or the effectiveness of the Controls, except as expressly provided in this Agreement or under applicable law.

5. Billing and Payments.

5.1 [Customer shall make payment in accordance with, and within the time specified in, any specific prompt payment laws to which Customer is subject.] Issuer will provide Customer with a billing statement for each Billing Cycle in which the Account has activity. Customer agrees to pay Issuer in full on or before the relevant cutoff time on or before the Due Date.

5.2 Customer will pay Issuer for all credit extended under the Account, as well as any fees and charges, as provided in this Agreement. Customer is liable for all Transactions on the Account to the fullest extent permitted by applicable law, except as expressly provided in this Agreement. Customer may pay the entire balance of the Account or a portion of it, at any time prior to its Due Date without penalty.

5.3 All payments must be made in United States dollars, using checks or similar payment instruments drawn on financial institutions in the United States or by payment through the Automated Clearing House network in accordance with Issuer’s requirements.

5.4 Payments made via paper check are posted to the Account after processing and must arrive at Issuer at least two Business Days before the Due Date

on the billing statement. It can take up to two Business Days to process a check from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account.

5.5 For payments not made by paper check, payments on a Business Day before the cut-off time in this Section 5.5 (the "Cut-off Time") will be posted on that Business Day. Payments after the Cut-off Time on a Business Day, or on a day other than a Business Day, will be posted on the following Business Day. The Cut-off Times for payments not made by check are as follows: a payment transaction made via Issuer's online payment portal must be completed by 3:00 p.m. ET; a payment transaction made via IVR must be completed by 3:00 p.m. ET; and a payment transaction made via ACH must arrive to Issuer by 3:00 p.m. ET.

5.6 Regardless of payment method, Customer must ensure that Customer's account number is provided with the payment. Failure to do so will cause processing delays in posting the payment to the Account. Payments that are received at locations other than the address specified on the billing statement, or that do not otherwise comply with instructions on the billing statement or the Agreement, may be delayed in posting.

5.7 Payments will be applied first to fees and then to other amounts owing on the Account. Issuer, in its sole discretion, may determine when to restore available credit in the Credit Limit after crediting a payment to an Account.

6. Reports.

Issuer provides Transaction data for the Account to the Customer as transmitted by merchants. Customer is responsible for reconciling that data. Issuer will report the data received from merchants and as such is not liable for the accuracy or completeness of the data received, posted, or contained in any specialty reports, management reports, data services, or other information services provided. In addition, Customer understands that in the event an error is identified in a report, such as an incorrect product code, Customer is still liable for the Transaction, but may follow the dispute process as described in this Agreement.

7. Late Fees.

7.1 Late fees to be applied and paid in accordance with any specific prompt payment laws to which Customer is subject.

8. Other Fees.

In addition to Late Fees, Customer agrees to pay the additional fees in the amounts and as described on the Fee Schedule.

9. Disputed Amounts.

9.1 Customer shall use its best efforts to resolve any disputes regarding Transactions directly with the relevant merchant, including any dispute related to the quality of goods or services that are purchased in a Transaction or any warranty received in connection with a Transaction.

9.2 All billed charges must be paid in full regardless of reported disputes. Charges must be disputed in writing within sixty (60) days from the billing date or they will be final and binding. Customer may dispute an amount reflected on a billing statement if: **(a)** the amount does not reflect the face value of the Transaction; **(b)** the amount being disputed is a fee that is not properly accrued under this Agreement; or **(c)** Customer does not believe it is liable for that amount.

9.3 Transactions made at an island card reader where Customer or Account User did not obtain a receipt at the time of sale are eligible for dispute. However, the receipt may provide the only opposing record to the Transaction information submitted by the merchant. In addition, island card reader Transactions require both a valid Card and DIN to be authorized and often disputes regarding such transaction are the result of an Account User failing to comply with limits on Card usage imposed by Customer, which does not constitute Unauthorized Use or relieve Customer from liability for the Transaction.

9.4 Certain Transactions in dispute may qualify for charge back to the merchant. Issuer will use reasonable efforts to charge the Transaction back to the merchant in accordance with Issuer's procedures under its merchant acceptance agreement with the merchant. Any charge back paid by the merchant to Issuer will be credited to the relevant Account. Customer may be liable for the Transaction if the disputed item cannot be charged back to the merchant.

10. Unauthorized Use.

10.1 If Customer or an Account User knows of or suspects the loss or theft of a Card or Account or possible Unauthorized Use, or if Customer would like to terminate authority of an Account User to use a Card or Account, Customer will notify Issuer by immediately calling **1-866-544-5796**. Customer shall adopt and maintain reasonable security precautions and controls to prevent Unauthorized Use.

10.2 Except as provided in Section 10.3, Customer will be liable to Issuer for all Unauthorized Use of a Card or Account: **(a)** that occurs before Customer provides Issuer with notice that a Card is lost or stolen or other possible Unauthorized Use of an Account provided in Section 10.1 of this Agreement; or **(b)** Issuer determines that such Unauthorized Use would have been prevented by Customer adopting and following reasonable security precautions and controls surrounding the Cards or Accounts as described in Sections 1, 4 and 10.1 of this Agreement. A failure by an Account User to comply with Customer's internal policy regarding use of an Account or Card does not, by itself, result in Unauthorized Use of an Account or Card.

10.3 If Issuer has provided Customer with fewer than ten (10) Cards to access the Account, Customer's liability for Unauthorized Use of a Card will be limited to the lesser of fifty dollars (\$50) or the amount of money, property, labor or services obtained by the Unauthorized Use of the Card before notification is provided to Issuer of a lost or stolen Card or potential Unauthorized Use of a Card. The limitation on liability for Unauthorized Use of a Card as described in this Section 10.3 shall apply irrespective of any other provision of this Agreement and this Section 10.3 shall control in the event of any inconsistency between this Section 10.3 and any other provision of this Agreement.

10.4 Customer will use reasonable efforts to recover a Card from any Person whose authority to use Customer's Account has terminated or from any unauthorized individual with possession of or access to a Card. Customer will give Issuer and any law enforcement authority reasonable assistance with any investigation and prosecution with respect to Unauthorized Use, including without limitation, obtaining an affidavit or similar written, signed statement from the applicable Account User.

11. Representations by Customer.

Customer represents and warrants to Issuer that: **(a)** this Agreement constitutes the legal, valid, binding, and enforceable agreement of Customer; and **(b)** that Customer's execution and performance of this Agreement **(i)** does not constitute a breach of any agreement between Customer and a Person other than Issuer, or of any duty arising in law or equity, **(ii)** does not violate any law, rule or regulation applicable to Customer, and **(iii)** if Customer is an organization, is within the organizational powers of Customer and has been authorized by all necessary organizational action of Customer.

A. Other Obligations of Customer.

A.1 Customer shall provide information requested by Issuer for purposes of Issuer's compliance with federal law related to customer identification and verification, including, but not limited to, name, address, date of birth, and other application information to identify the Customer and/or Account Users.

A.2 Issuer may investigate the financial condition of Customer and its subsidiaries and affiliates at any time. If requested, Customer agrees to furnish Issuer copies of its official and finalized financial statements or other applicable financial information no later than one hundred twenty (120) days following the end of each of its fiscal years. The financial statements shall have been prepared, consistently year-over-year and shall be in accordance with the books and records of Customer. Any financial information submitted shall be kept confidential by Issuer in accordance with Section 20.

A.3 Customer agrees to provide written notice **(a)** in advance of any change to its legal name or in the ownership of Customer, **(b)** in advance of any change in the organizational structure of Customer, including any merger or reorganization, or sale of substantially all of Customer's assets, **(c)** immediately if Customer becomes insolvent or the subject of bankruptcy or insolvency proceedings, or **(d)** immediately after any appointment of a receiver or trustee for the benefit of creditors of Customer.

B. Amendment.

Customer agrees that Issuer may change the rates, charges, and other terms of this Agreement, including the Fee Schedule, as well as introduce new terms and fees to the fullest extent permitted under applicable law. Issuer will provide Customer with any notice of such change as required by applicable law. Any change in the terms and conditions of the Account may be applied to the outstanding balance on the Account to the extent permitted by applicable law.

14. Term and Termination.

14.1 This Agreement is effective when a Card is issued to Customer or Issuer opens an Account for Customer and shall remain in effect until terminated by a Party. Customer and Issuer each shall have the right to terminate this Agreement for any reason. Issuer's right to terminate this Agreement pursuant to this Section 14.1 are in addition to Issuer's termination rights under Section 15 if Customer is in Default and under Section 14.5 in connection with the termination or modification of products or services.

14.2 Customer shall exercise its termination right under Section 14.1 by providing written notice to Issuer. Issuer shall have a reasonable amount of time to terminate the Account after receiving a notice of termination from Customer. Issuer shall provide Customer with any notice required by applicable law in connection with the exercise of its termination right under Section 14.1.

14.3 Customer shall not use a Card or the Account to make a purchase after termination of this Agreement. Customer shall return to Issuer, or provide verification of the destruction of, all Account numbers or Cards. Customer may retain a copy of any records or Account information for archival or data retention purposes.

14.4 The terms and conditions of this Agreement shall continue to apply until all amounts owing with respect to the Account are paid in full and Customer has performed all of its obligations under this Agreement. As a result, after termination, Customer remains obligated to pay for all amounts owing on an Account and charged under this Agreement after termination. Section 19 (Arbitration), Section 20 (Confidentiality) and Section 21 (Program Information) shall survive indefinitely.

14.5 Issuer may, for any reason, elect to terminate or modify any product or service described in this Agreement, or provided in connection with the Account in which Customer or an Account User has enrolled, upon such notice (if any) as may be required by applicable law.

15. Default by Customer.

15.1 Customer will be in "Default" under this Agreement if: **(a)** Customer fails to perform any obligation under this Agreement; **(b)** a representation or warranty by Customer in connection with this Agreement was incorrect or misleading when made; **(c)** any petition in bankruptcy, insolvency, receivership, or reorganization or proceeding pursuant to any other debtor relief law is filed by or against Customer; **(d)** any order is entered appointing a receiver, custodian, trustee, liquidator, or any other person with similar authority over the assets of Customer; **(e)** there is an insolvency, dissolution, reorganization, or assignment for the benefit of creditors with respect to Customer, or any other material adverse change in the financial condition of Customer; **(f)** any adverse judgment, order or award is entered against Customer that has a material adverse impact on the financial condition of Customer or a detrimental effect on the ability of Customer to perform its obligations under this Agreement; **(g)** Customer is in default under any other agreement between Customer and Issuer or its affiliates; or **(h)** any event described in Section 15.1(a) through (g) occurs with respect to any Guarantor or any Guarantor repudiates or otherwise defaults in its obligations under a guaranty.

15.2 If Customer is in Default: **(a)** Customer will not have any further right to borrow under this Agreement; **(b)** Issuer may declare all outstanding amounts under the Account to be immediately due and payable; **(c)** Issuer may terminate this Agreement; and **(d)** Issuer will have the right to bring suit and exercise all rights and remedies available under applicable law. In addition, if Customer is in Default, Issuer may, in its sole discretion, suspend all services and obligations, shorten the billing cycle, and change the payment terms. A suspension of services or obligations will not be deemed a waiver of any right to terminate this Agreement, whether as a result of the Default to which such suspension of services or obligations relates or otherwise. Customer agrees to pay any and all costs (including reasonable attorneys' fees) incurred by Issuer in enforcing Customer's obligations under this Agreement.

16. Foreign Transactions.

16.1 Cards are issued for use by Customer's operations based in the United States, but may be used in Canada. Customer may not distribute a Card to a Person based in a country other than the United States. If a Card is used in any country other than the United States, Customer will: **(a)** be billed in U.S. Dollars; **(b)** receive reporting in English; and **(c)** pay the currency conversion fee as reflected in the Fee Schedule (unless such fee is waived).

16.2 Issuer will convert any Transaction made in a foreign currency into a U.S. Dollar amount before the Transaction is posted to the Account. The exchange rate between the Transaction currency (the foreign currency) and the billing currency (U.S. Dollars) used for processing an international Transaction is a rate selected by Issuer using rates available in wholesale currency markets for the date that the Transaction is posted by Issuer, which rate may vary from the rate Issuer itself receives, or the government mandated rate in effect at that time. The conversion rate used on the posting date may differ from the rate applicable on the date of the Transaction.

17. Limitations on Liability.

Issuer shall not be liable for any loss sustained by Customer or any other Person resulting from any act or omission by Issuer or any other Person, whether with respect to the exercise or enforcement of its rights or remedies under this Agreement or otherwise, unless the loss is caused by Issuer's gross negligence or willful misconduct. Issuer's liability shall be limited to actual damages incurred by Customer as a direct result of Issuer's gross negligence or willful misconduct. Issuer's liability for actual damages shall not exceed the sum of: **(a)** all fees paid by Customer to Issuer under this Agreement in the twelve (12) month period prior to the date when any claim is made against Issuer; plus **(b)** all other revenue earned by Issuer for all of Customer's Transactions made in the twelve (12) months prior to the date of any claim made against Issuer. In no event will Issuer be liable for incidental, special, consequential or punitive damages and Customer expressly and unconditionally waives any right to such damages. Except as otherwise required under applicable law, Issuer

makes no warranty with respect to goods, products, merchantability, or services purchased with a Card or the Account, or through Issuer. Issuer is not responsible for any failure of a merchant to accept the Account or a Card.

17.1 Issuer is not liable to Customer for any loss, liability or damages that Customer suffers as a result of, related to, or in any way are connected with any fraud control or purchase restriction measures Issuer elects to implement from time to time, unless such loss, liability or damage is a direct result of Issuer's gross negligence or willful misconduct.

18. Waivers.

18.1 THE PARTIES AGREE VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY TO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING INSTITUTED IN ANY COURT, ARISING OUT OF THIS AGREEMENT.

18.2 Customer waives personal service of process in connection with any action or proceeding commenced by Issuer in connection with this Agreement, and agrees that service may be made by certified mail to the last known address in Issuer's records.

19. ARBITRATION.

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY.

19.1 This section provides that disputes may be resolved by binding arbitration. Arbitration replaces the right to go to court, have a jury trial or initiate or participate in a class action. In arbitration, disputes are resolved by an arbitrator, not a judge or jury. Arbitration procedures are simpler and more limited than in court. This arbitration provision is governed by the Federal Arbitration Act ("FAA"), and shall be interpreted in the broadest way the law will allow.

19.2 Covered Claims. (a) Customer or Issuer may arbitrate any claim, dispute or controversy between Customer and Issuer arising out of or related to this Account, any previous related Account, the relationship between Customer and Issuer, or any other product or service provided by or through Issuer (called "Claims"). In this Arbitration provision, the term "Issuer" includes any of Issuer's affiliates that provide or are involved in providing any products or services to Customer and the term "Customer" includes any Guarantor. Claims include disputes relating to incentives or benefits relating to the Account. A Person who asserts a Claim, or against whom a Claim may be asserted, that is subject to this Arbitration provision may be referred to as a "Covered Person." (b) If arbitration is chosen by a Covered Person, then no Covered Person will have the right to litigate that Claim in court or have a jury trial on that Claim. (c) Except as stated below, all Claims are subject to arbitration, no matter the legal theory on which they are based on or the remedy (damages, or injunctive or declaratory relief) they seek, including Claims based on contract, tort (including intentional tort), fraud, agency, any Person's negligence, statutory or regulatory provisions, or any other sources of law; Claims made as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; Claims made regarding past, present or future conduct; and Claims made independently or with other Claims. This also includes Claims made by or against any Person connected with Customer or Issuer, or by a Person making a Claim through Customer or Issuer, such as an Account User, employee, agent, representative or an affiliated/parent/subsidiary company.

19.3 Arbitration Limits. (a) Individual Claims filed in a small claims court are not subject to arbitration, as long as the matter stays in small claims court. (b) Claims brought as part of a class action, private attorney general or other representative action can be arbitrated only on an individual basis. The arbitrator has no authority to arbitrate any claim on a class or representative basis and may award relief only on an individual basis. If arbitration is chosen by any Covered Person, the Covered Person asserting the Claim may not pursue the Claim as part of a class action or other representative action. Claims of two (2) or more Persons may not be combined in the same arbitration. However, applicants, Account Users on a single Account and/or related Accounts or corporate affiliates are considered as one Person for these purposes.

19.4 How Arbitration Works. (a) Arbitration shall be conducted by the American Arbitration Association ("AAA") according to this arbitration provision and the applicable AAA arbitration rules in effect when the claim is filed ("AAA Rules"), except where those rules conflict with this arbitration provision. The AAA Rules may be obtained at the AAA's website (www.adr.org) or by calling 800-778-7879. A Covered Person may choose to have a hearing, appear at any hearing by phone or other electronic means, and/or be represented by counsel. Any in-person hearing will be held in the same city as the U.S. District Court closest to Customer's billing address. (b) If the AAA is not available to conduct the arbitration, then a Covered Person may petition a court of appropriate jurisdiction to designate an appropriate arbitrator. (c) Arbitration may be requested at any time, even where there is a pending lawsuit, unless a trial has begun or a final judgment entered. A Covered Person does not waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion or discovery in a court lawsuit. To choose arbitration, a Covered Person may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required AAA forms and requisite filing fees to the AAA. (d) The arbitration shall be conducted by a single arbitrator in accord with this arbitration provision and the AAA Rules, which may limit discovery. The arbitrator shall not apply any federal or state rules of civil procedure for discovery, but the arbitrator shall honor claims of privilege recognized at law and shall take reasonable steps to protect Account information and other confidential information of a Covered Person if requested to do so. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statute of limitations, and may award damages or other relief under applicable law. (e) The arbitrator shall make any award in writing and, if requested by a Covered Person, shall provide a brief statement of the reasons for the award. An arbitration award shall decide the rights and obligations only of the Persons named in the arbitration, and shall not have any bearing on any other Person or dispute.

19.5 Paying for Arbitration. Arbitration fees will be allocated according to the applicable AAA Rules. All Persons are responsible for their own attorney's fees, expert fees and any other expenses, unless the arbitrator awards such fees or expenses to a Person based on applicable law.

19.6 The Final Award. (a) Any award by an arbitrator is final unless a Covered Person appeals it in writing to the AAA within thirty (30) days of notice of the award. The arbitration appeal shall be determined by a panel of three (3) arbitrators. The panel will consider all facts and legal issues anew based on the same evidence presented in the prior arbitration, and will make decisions based on a majority vote. Arbitration fees for the arbitration appeal shall be allocated according to the applicable AAA Rules. An award by a panel on appeal is final. A final award is subject to judicial review as provided by applicable law. (b) A final award may be entered in any court of appropriate jurisdiction.

19.7 If any part of this arbitration provision is deemed invalid or unenforceable, the other terms shall remain in force, except that there can be no arbitration of a class or representative Claim. This arbitration provision may not be amended, severed or waived, except as provided in this Agreement or in a written agreement between Customer and Issuer.

20. Confidentiality.

All information furnished by either Party or by any affiliate of Issuer in connection with this Agreement will be kept confidential (and will be used by the other Party only in connection with this Agreement), except to the extent that the information: (a) is already lawfully known when received; (b) becomes lawfully obtainable from other sources; (c) is required to be disclosed in any document filed with the Securities and Exchange Commission, the Federal Deposit Insurance Corporation, or any other agency of any government; (d) is disclosed by Issuer to its financial services regulators; (e) is used or disclosed as provided in this Agreement or with the consent of the Person whose information is being used or disclosed; or (f) is required by law to be disclosed, provided that notice of the disclosure has been given (when legally permissible) by the Party proposing to make such disclosure, which notice, when practicable, shall be given sufficiently in advance of the proposed disclosure to permit the other Party to take legal action to prevent the disclosure. Nothing

in this section or this Agreement prohibits Issuer from providing any information to its affiliates or third-party servicers related to the operation and maintenance of the business of Issuer and its affiliates, and Customer expressly agrees to these disclosures and use of information, provided that such affiliates and third-party servicers agree to maintain the information confidentially and not disclose it to any other parties without Issuer's authorization.

21. Program Information.

Transaction information related to the Account may be provided to merchants who accept the Card as payment for goods and services. Issuer and its affiliates may use and disclose information obtained by Issuer in operating its card programs, including Transaction information and/or identifiable information of the Customer (collectively, "Program Information") for the purpose of operating Issuer's and its affiliates' business, delivering, improving, and customizing their respective services, sending communications related to their respective business, and for other legitimate purposes permitted by applicable law. Without limiting the foregoing, Issuer may provide Program Information to its affiliates and third parties which provide goods or services to commercial enterprises and Customer understands that Issuer, its affiliates, including but not limited to WEX Inc., and third parties may contact Customer to offer additional products or services including, for example, discount networks for certain non-fuel merchant purchases and telematics products designed to assist customers with vehicle tracking and management. If Customer chooses to enroll in any such product or service offered by Issuer, its affiliates or a third party, Customer may be required to complete additional enrollment forms or agreements, and/or agree to additional terms and conditions (which may include fees for use) with respect to such products or services. For more information on Issuer's privacy policy, please visit the website at: <https://www.wexcinc.com/privacy-policy/>. Issuer and its affiliates may use and disclose Program Information that is not identifiable to Customer in industry analytics and other data services or products provided to third parties. Program Information shall be subject to this Section 21 (Program Information) and not Section 20 (Confidentiality).

22. Assignment.

Customer may not assign this Agreement or any interest, rights or obligations under this Agreement, without Issuer's prior written consent. Issuer may, in its sole discretion, assign this Agreement and any of its obligations, transfer any right, or delegate any duty of performance under this Agreement without further notice. The Person to whom Issuer makes any assignment is entitled to all of Issuer's rights under this Agreement, to the extent that those rights were assigned.

23. Miscellaneous.

23.1 Customer may purchase dyed special fuel using its Account or Cards. Customer acknowledges that all dyed special fuel purchases will be used exclusively for off-road purposes and according to all applicable laws governing its use. Issuer is not liable in any way for any misuse or mishandling by Customer of any dyed special fuel. Upon request from applicable governmental authorities, Issuer may provide information regarding Customer's dyed special fuel purchases without prior authorization from Customer.

23.2 Issuer may monitor telephone communications between its employees and its customers for service quality purposes. Customer consents to such monitoring and recording of telephone communications and agrees to notify employees who may be in telephone contact with Issuer's representatives that periodic monitoring of conversations will occur.

23.3 Issuer's compliance with this Agreement shall be excused to the extent that any failure or delay in performance by Issuer is attributable, in whole or in part, to causes or circumstances beyond Issuer's reasonable control including, but not limited to, acts of God; civil disturbance; war; acts of government; natural disasters; labor disputes and computer or telecommunication failures.

23.4 This Agreement and any and all claims relating to or arising out of this Agreement, whether sounding in contract, tort, or otherwise, in each case, shall be governed by federal law and, to the extent that state law applies, the laws of the State of Utah.

23.5 If either Party is notified by a state or federal regulatory body that any aspect of the services provided by Issuer or this Agreement does not comply with any applicable law, regulation, rule, policy, or order, then the affected Party shall give the other Party prompt written notice of the non-compliance. Following notice, the affected obligations will be suspended and the failure to perform those obligations will not be deemed a breach of or Default under this Agreement so long as the affected Party is unable to perform due to the notice given by the state or federal regulatory body.

23.6 Nothing contained in this Agreement, or the performance by a Party of its obligations under this Agreement, shall result in the Parties having a partnership, co-venture or agency relationship, except to the extent that a Party is expressly designated to act as an agent of the other Party, or render a Party responsible for the debts, liabilities or obligations of the other Party.

23.7 No delay or omission by Issuer to exercise any right under the Agreement shall impair such right or be construed to be a waiver of any default. The authorization of Transactions shall not constitute any waiver, including of Issuer's rights with respect to such Transaction. Any single or partial exercise of any such right by Issuer shall not preclude other or further exercise thereof or the exercise of any other right. No waiver, amendment, or other variation of the terms, conditions, or provisions of the Agreement shall be binding on Issuer unless in writing, and then only to the extent set forth in such writing.

23.8 No Person other than a Party to this Agreement shall have any right to enforce the terms and conditions of this Agreement. No Person, including an Account User, will be a third party beneficiary of this Agreement.

23.9 Except as otherwise provided in this Agreement, all notices will be in writing and deemed effective when personally delivered or mailed, first class postage prepaid to the appropriate Party at the address set forth in the application for credit or at such other address as the Parties may indicate from time to time. In addition to the notice methods provided above, the Parties agree that a communication: **(a)** by facsimile to a number identified by the recipient as appropriate for communication under this Agreement; or **(b)** by email to or from an address normally used by an Account User for business communications, shall be considered to be a "writing" and to be "signed" by the Party transmitting it for all purposes. The Parties agree to waive any claim that a transmission does not satisfy any writing or signature requirements under applicable law. The Parties agree that a photocopy or printed copy of a facsimile or email constitutes the "best evidence" and an "original" of such a writing.

23.10 If any portion of this Agreement is held to be invalid, the remaining portions shall remain in full force and effect and shall continue to be binding upon the parties (except as specifically provided in Section 19 (Arbitration)).

23.11 This Agreement, any notices in connection with this Agreement, and any guaranty of Customer's obligations under this Agreement constitutes the entire agreement among the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written, among the Parties with respect to the subject matter hereof.

Schedule A

Definitions

"Account" means the charge card account provided to Customer by Issuer. An Account may be accessed by a Card or an account number.

“Account User” means Customer or any other Person that Customer has notified Issuer is authorized to use the Account or a Card in accordance with the requirements and procedures established by Issuer from time to time.

“Billing Cycle” means the time interval between the dates of Customer’s regular billing statements. Customer’s first Billing Cycle may be shorter than other Billing Cycles. All credit terms will apply in each Billing Cycle including the first Billing Cycle.

“Business Day” means any day other than a Saturday, Sunday, or other day on which banking institutions in Utah are generally authorized or required by law or executive order to close.

“Card” means a plastic card provided by Issuer that may be used to access an Account.

“Controls” are a set of authorization tools designed to assist Customer with managing Transactions.

“Credit Limit” is the amount of credit assigned to Customer’s Account as established by Issuer from time to time.

“DIN” means the identification number associated with an Account User or Card.

“Due Date” means the date the repayment of the balance of the Account is due as provided on a billing statement.

“Fee Schedule” means the List of Fees included as Schedule B.

“Guarantor” means any Person who guarantees the obligations of Customer under this Agreement.

“Party” means Bank or Customer and “Parties” means Issuer and Customer. “Person” means an individual, corporation, partnership, limited liability company, trust or other organization.

“Transaction” means the use of a Card or Account to buy goods or services at a merchant that accepts the Card or Account.

“Unauthorized Use” means the use of the Account or a Card by a Person who does not have actual, implied or apparent authority for such use, and from which the Customer receives no benefit.

Schedule B

List of Fees

Set Up Fee	WAIVED
Monthly Card Fee	WAIVED
Replacement Card Fee	WAIVED
International Currency Conversion Fee	2% of the total transaction value
Reproduced Reports	\$25.00 per request
General Research Fee	\$15.00 per hour
Expedited Shipping Fee	Cost varies
Returned Payment Fee	\$50.00 per occurrence
Reactivation Fee	\$50.00 per occurrence (max monthly fee of 50.00)
Truck Stop Fee	Up to \$3.00 per card swipe at a diesel pump*
Paper Delivery Fee	\$10.00 per month for paper invoicing and reporting

Pricing for additional products and services is available upon request or reflected on the enrollment forms or in the terms of use that Customer must agree to in order to receive the additional products and services.

Call 1-866-544-5796 with questions about any of the above.



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Les McGaugh, Purchasing Director
DATE:
SUBJECT: Copiers and Managed Print Services through AR State Contract SP-20-0020

RECOMMENDATION:

A resolution to approve participation in the State of Arkansas contract for Canon Copiers and Managed Print Services, as serviced through our local dealers, for the duration of the contract.

BACKGROUND:

They City purchases copiers outright, then pays for a maintenance costs on a per-print basis. Purchasing then applies a mark-up on each copy/print and uses that fund to replace our current copiers. The City currently has a fleet of 40 Canon copiers throughout all facilities and our local dealer Preferred Office Technologies manages the print services on those copiers.

DISCUSSION:

The City can continue these services under State Contract SP-20-0020 through July 31,2024.

BUDGET/STAFF IMPACT:

Purchasing Collected monthly fees from internal departments as a per print cost. All expenses will be less than revenues.

ATTACHMENTS: SRF - Canon, SP-20-0020-Contract-Information



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-780

Copiers and Managed Print Services through AR State Contract SP-20-0020

A RESOLUTION TO APPROVE THE PURCHASE OF COPIERS AND MANAGED PRINT SERVICES FROM CANON USA, INC., PURSUANT TO A STATE OF ARKANSAS COOPERATIVE PURCHASING CONTRACT, THROUGH JULY 31, 2024

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of copiers and managed print services from Canon USA, Inc., pursuant to a State of Arkansas cooperative purchasing contract, through July 31, 2024.

City of Fayetteville Staff Review Form

2023-780

Item ID

6/6/2023

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

Les McGaugh

5/16/2023

PURCHASING (160)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution to approve participation in the State of Arkansas contract for Canon Copiers and Managed Print Services, as serviced through our local dealers, for the duration of the contract.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Department of Transformation and Shared Services

Governor Sarah Huckabee Sanders

Secretary Joseph Wood

SP-20-0020 Copiers and Managed Print Services

Current Effective Dates: November 26, 2019, through July 31, 2024 Potential Final Expiration Date: July 31, 2024	
Contract Administrator	TSS Office of State Procurement Cyndle Jump Phone: 501-324-9314 Email: Cyndle.jump@arkansas.gov
Mandatory Status	Non-Mandatory
Certified Minority Vendor Status	No
AASIS Outline Agreement Number	4600045512 – Canon USA Inc.
Vendor Information	
Canon USA Inc.	Dave Rothauser Phone: 613-330-5443 E-mail: drothauser@cusa.canon.com
Cooperative Information	
NASPO ValuePoint	Portfolio Details - NASPO ValuePoint

CONTRACT OVERVIEW

SP-20-0020 Copiers and Managed Printed Services has 1 Vendor, who, along with their dealers and resellers are available to provide copier and managed print services throughout the State of Arkansas.

PERMISSIVE USERS

All eligible purchasers within the State of Arkansas including State agencies, educational institutions, local public procurement units, and political subdivisions are authorized to utilize the services offered under the terms and conditions of the contract.

AGENCY INSTRUCTIONS

For the Master Outline Agreements, State Agencies must create an Outline Agreement in AASIS referencing the applicable Master Outline Agreement number and SP-20-0020 if the purchases on the Master Outline Agreement are expected to exceed the \$50,000 threshold required for legislative review. State Agencies are responsible for obtaining the necessary reviews and approvals for all Outline Agreements, including but not limited to legislative review and for entry into the TGS/PCS Portal.

TGS/PCS PORTAL

> \$25,000 to < \$50,000 Reported

> \$50,000 Reviewed

AWARDED COMMODITIES AND SERVICES

Copiers and Managed Print Services



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Les McGaugh, Purchasing Director
DATE:
SUBJECT: **Contract with GovDeals, Inc. for the sale of City Surplus Items**

RECOMMENDATION:

Staff recommends utilizing an existing Sourcewell cooperative purchasing contract with GovDeals, Inc. through the initial period of March 19, 2025 and any renewals.

BACKGROUND:

The City has been under contract with GovDeals, Inc since 2010 to sell surplus equipment and vehicles. Since the initial contract in 2010, the City has sold over \$8,000,000.00 in surplus and decommissioned assets.

DISCUSSION:

Under the fee structure of the Sourcewell contract, the buyers pay a premium and the services are at no cost to the City.

BUDGET/STAFF IMPACT:

Revenue is receipted in to the funding source from which the original procurement was made.

ATTACHMENTS: SRF - GovDeals, Sourcewell-GovDeals Contract 012821



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-778

Contract with GovDeals, Inc. for the sale of City Surplus Items

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GOVDEALS, INC. FOR ONLINE AUCTION SERVICES FOR SURPLUS EQUIPMENT AND VEHICLES THROUGH MARCH 19, 2025 AND ANY RENEWAL PERIODS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a contract with GovDeals, Inc. for online auction services for surplus equipment and vehicles through March 19, 2025 and any renewal periods, pursuant to a Sourcwell cooperative purchasing contract.

City of Fayetteville Staff Review Form

23-778

Item ID

6/6/2023

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

Les McGaugh

5/16/2023

PURCHASING (160)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends utilizing an existing Sourcewell cooperative purchasing contract with GovDeals, Inc. through the initial period of March 19, 2025 and any renewals.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: There is no cost associated with this contract. This is a revenue generating contract and funds are recieved in based on the funding source from which the auction items were expensed.

**Solicitation Number: 012821****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Liquidity Services Operations, LLC, dba GovDeals, 100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 36117 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Auction Services with Related Services from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
 - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
 - b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
 - c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.
5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial

general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

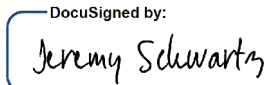
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

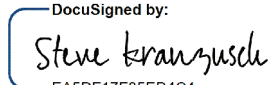
22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Liquidity Services Operations, LLC,
dba GovDeals

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 3/17/2021 | 11:32 AM CDT

DocuSigned by:

By: EA5DF17F85ED4C4...
Steve Kranzusch
Title: Vice President and General Manager
Date: 3/17/2021 | 4:21 PM CDT

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 3/17/2021 | 6:22 PM CDT

RFP 012821 - Auction Services with Related Solutions

Vendor Details

Company Name: Liquidity Services Operations, LLC

Does your company conduct business under any other name? If yes, please state: GovDeals

Address: 100 Capitol Commerce Blvd.
Suite 110
Montgomery, AL 36117

Contact: Alicia Andrews

Email: vendor@govdeals.com

Phone: 334-274-3846

Fax: 334-387-0519

HST#: 52-2293687

Submission Details

Created On: Monday January 11, 2021 10:00:02

Submitted On: Wednesday January 27, 2021 14:31:35

Submitted By: Alicia Andrews

Email: vendor@govdeals.com

Transaction #: d9c672dd-a09b-45e1-8703-4c3628e3d494

Submitter's IP Address: 68.207.139.227

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Liquidity Services Operations, LLC dba GovDeals	*
2	Proposer Address:	100 Capitol Commerce Blvd., Suite 110, Montgomery, AL 36117	*
3	Proposer website address:	www.govdeals.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Steve Kranzusch Vice President and General Manager 100 Capitol Commerce Blvd., Suite 110 Montgomery, AL 36117 skranzusch@govdeals.com 334-462-3962	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Alicia Andrews Senior Proposal Writer 100 Capitol Commerce Blvd., Suite 110 Montgomery, AL 36117 vendor@govdeals.com 334-274-3846	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	GovDeals was founded in 1999 and was acquired by Liquidity Services, Inc. (LSI), in 2008. In 2020, they completed an internal merger, bringing GovDeals, Inc., under the subsidiary umbrella of Liquidity Services Operations, LLC (LSO). Headquartered in Bethesda, MD LSI is a publicly held corporation (NASDAQ: LQDT) LSI is a debt-free and financially strong corporation that operates several other reverse supply chain online marketplaces in addition to GovDeals. Upon the acquisition, GovDeals quickly became one of the LSI's flagship marketplaces - and one of its most successful. GovDeals currently has 100 direct full-time employees, with more than half working remotely from the field in order to best serve clients in their local areas throughout the United States and Canada. In addition to this direct support, additional staffing and substantial resources come from LSI. Today, more than 14,000 state and local governments have transitioned some or all their surplus auctions to GovDeals.com, and our company has facilitated the sale of over 2 million government-owned assets/lots for total auction sales surpassing \$2.4 billion. Since GovDeals was first awarded a Sourcewell contract in 2011, over 400 Sourcewell member agencies have successfully sold over \$133 million in surplus auction sales on GovDeals.com. What our clients like most about GovDeals: • GovDeals auctions are conducted in a totally transparent environment with terms and conditions, bid history, and results easily accessible by the public during the auction and for one full year after auction completion. • Robust reporting and a perpetual audit trail are readily accessible within each GovDeals client's account in perpetuity. • Our clients have access to consultative service and proven online auction best practices, as well as auction strategies that have been developed and fine-tuned during GovDeals' 20 years in the online auction business. • GovDeals is a financially strong vendor that remits payments to clients weekly, and GovDeals shoulders liability for chargebacks or fraud that may occur. • Extensive marketing outreach will be provided to reach targeted bidders at GovDeals' expense. This drives competitive bidding, increasing the final selling price of auctioned assets. Marketing efforts provided by GovDeals include niche print and online publications, email marketing, local advertising, press releases, and more.	*
8	What are your company's expectations in the event of an award?	The management team at GovDeals, led by its Vice President and General Manager, Steve Kranzusch, will continue to enthusiastically endorse and sponsor the Sourcewell contract if awarded. With extensive cooperative award experience and knowledgeable teams already in place throughout the U.S. and Canada, GovDeals is well positioned to continue to leverage this award. Currently over 400 government agencies participate in Sourcewell's GovDeals contract, achieving over \$19 million in total auction sales during the most recently completed contract year, and we will continue to work every day to grow these totals.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Our parent company's most recent Audited Financial Statement has been provided as an attachment.	*
10	What is your US market share for the solutions that you are proposing?	Limiting the scope to companies providing self-service online sales of state and local government surplus, we estimate our market share is greater than 60%. Expanding to include the entirety of the state and local government surplus market, we estimate our US market share to be between 15%-20%.	*
11	What is your Canadian market share for the solutions that you are proposing?	Essentially, GovDeals' Canadian market share is 100%. Having overcome numerous cultural and regulatory headwinds, GovDeals continues to be the only provider of a self-service online government surplus auction solution licensed to conduct business in Canada. The overall Canadian market is typically considered to be one-tenth (10%) of the U.S. market, with a high percentage of this opportunity centering on Ontario. GovDeals has experienced remarkable growth in its Canadian business since launching in the market 8 years ago, with over 900 provincial and local governments utilizing our platform. Estimating a Canadian market of approximately 10,000 government entities, our market share is around 10%.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*

13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	GovDeals has approximately 100 direct, full-time employees, including 45 Client Account Managers and Business Development Representatives working remotely from across the United States and Canada to serve government agencies in their respective regions. Therefore, GovDeals is prepared to immediately serve Sourcewell members, regardless of the agencies' locations and sizes. Each participating Sourcewell member will have a dedicated account team, including a local Client Account Manager and regional Business Development Representative, to provide hands-on service and support as needed. GovDeals' Client Account Managers may be reached 24/7 via direct cell phone and email. Additionally, in the event your GovDeals Client Account Manager is not immediately available by phone or email, the Member will have access to our Client Services Help Desk, staffed by experienced Client Services Representatives who are available for technical questions, support, and training. The Client Help Desk is available on weekdays by live chat, toll-free phone, and email. There is absolutely no additional cost for any technical support or for use of the Help Desk. GovDeals is committed to maintaining a client-staff ratio that ensures our Clients receive comprehensive training and ongoing, interactive support. GovDeals has readily available financial assets and the financial backing of a strong, debt-free parent company, which enables us to hire additional staffing when and where needed in order to continuously maintain the optimum client-staff ratio and maximize the service provided to the Member and its participating agencies. As our company grows, new hires are carefully selected by senior management to ensure GovDeals' commitment to superior service is not just uninterrupted, but also strengthened. If at any time the Member is dissatisfied with the service provided by its GovDeals representatives, we encourage you to contact our senior management team so that we may have the opportunity to solve problems and restore our sincere commitment to helping the Member efficiently and effectively operate its surplus liquidation program.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	GovDeals maintains applicable business licensing throughout the U.S. and Canada in compliance with our clients' local ordinances. These include auction business licenses in Florida and Louisiana, a Motor Vehicle Dealer's License in California, and used vehicle dealer licenses in Ontario and British Columbia.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Our company was awarded the USPS Supplier Excellence Award in 2018. We have also been named in Forbes Magazine List of Best Small-Cap Companies in America six times, The Washington Post Top 200 Companies seven times, as well as receiving multiple additional awards for innovation, client success, growth, and sustainability efforts.	*
17	What percentage of your sales are to the governmental sector in the past three years	As government/public entities are the only agencies we serve, 100% of our sales are to the governmental and education sectors. Of our 14,500+ clients, 12,090, or 83%, are municipalities, state governments, county governments, law enforcement agencies, fire departments, public utilities, and transit authorities.	*
18	What percentage of your sales are to the education sector in the past three years	The education sector falls under the "government/public entities" we serve as stated in Line 17. Of our 14,500+ clients, 2,497, or 17%, are in the higher education or K-12 sector.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Cooperatives: Sourcwell - \$21.9 million (2019-2020); \$24.6 million (2018-2019); \$16.8 million (2017-2018) NASPO ValuePoint - \$25.2 million (2019-2020); \$25.8 million (2018-2019); \$25.3 million (2017-2018) Omnia Partners - \$92,000 (2020-2021) BuyBoard - \$5.1 million (2019-2020); \$4 million (2018-2019); \$3.2 million (2017-2018) Pinellas County, FL - \$8.8 million (2019-2020); \$6.6 million (2018-2019); \$6 million (2017-2018) State/Provincial Contracts: State of Alabama - \$1.1 million (2020); \$1.6 million (2019); \$1.4 million (2018) State of Arizona - \$1,700 (2020); \$2800 (2019); \$66,000 (2018) State of Colorado - \$766,000 (2020) State of Georgia - \$4.8 million (2020); \$3.3 million (2019); \$4.2 million (2018) State of Indiana - \$1.6 million (2020); \$913,000 (2019) State of Louisiana - \$3.9 million (2020); \$2.3 million (2019); \$1.8 million (2018) State of Missouri - \$3.7 million (2020); \$4 million (2019); \$3.8 million (2018) State of Ohio - \$2.6 million (2020); \$809,000 (2019); \$587,000 (2018) State of Oregon - 1.7 million (2020); \$2.2 million (2019); \$2.2 million (2018) State of South Carolina - \$9.3 million (2020); \$5.4 million (2019); \$6.3 million (2018) State of Tennessee - \$6.4 million (2020); \$4.6 million (2019); \$2.8 million (2018)	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GovDeals holds no GSA contracts.	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcwell participating entities.

Entity Name *	Contact Name *	Phone Number *	
District of Columbia Government	Marvin Manassa	202-576-7352 marvin.manassa@dc.gov	*
City of Virginia Beach, VA	Sharon Ratcliff	757-385-8276 sratclif@vbgov.com	*
City of Grande Prairie, AB	Jason Graves, Procurement Systems Specialist	780-357-8758 jgraves@cityofgp.com	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
State of South Carolina	Government	South Carolina - SC	Online Auction Services	Number of assets sold: 20,510 Average sale price: \$2,464	2020 - \$9.3 million 2019 - \$5.4 million 2018 - \$6.3 million	*
State of Georgia	Government	Georgia - GA	Online Auction Services	Number of assets sold: 24,577 Average sale price: \$1,552	2020 - \$4.8 million 2019 - \$3.3 million 2018 - \$4.2 million	*
USPS Vehicle Sales	Government	District of Columbia - DC	Online Auction Services	Number of assets sold: 11,849 Average sale price: \$2,716	2020 - \$5.8 million 2019 - \$10.9 million 2018 - \$7 million	*
Tennessee Valley Authority	Government	Alabama - AL	Online Auction Services	Number of assets sold: 3,977 Average sale price: \$7,475	2020 - \$1.4 million 2019 - \$3 million 2018 - \$2.4 million	*
State of Washington	Government	Washington - WA	Online Auction Services	Number of assets sold: 15,657 Average sale price: \$1,636	2020 - \$5.5 million 2019 - \$7.3 million 2018 - \$8.9 million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
23	Sales force.	GovDeals currently has 21 Business Development Representatives working remotely from across the United States and Canada to serve government agencies in their respective regions as our sales force. See attached Sales Team map in documents.	*
24	Dealer network or other distribution methods.	NA	*
25	Service force.	GovDeals currently has 25 Client Account Managers (CAM) working remotely from across the United States and Canada to serve government agencies in their respective regions as our service force. See attached CAM Territories map in documents.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	GovDeals will provide 24/7 personal, hands-on service to each participating Sourcwell Member locally through dedicated Client Account Managers (CAMs) and Regional Business Development Representatives, as well as a deep commitment to support from our corporate offices in the form of our Client Services Help Desk, extensive marketing of assets, accounting, and system upgrades. The dedicated CAM will endeavor to respond within one hour (typically much faster) to all inquiries by the Member, and will always respond within 24 hours. There will be no additional cost for these services. Direct employees provide all of GovDeals' services. In addition to their salaried compensation, GovDeals' employees are further incentivized with monthly commission or annual year-end bonuses determined by the company's profitability.	*

27	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Properly managing the sale of government assets and ensuring maximum ROI requires a great deal of knowledge and expertise. Although our platform is designed for the efficiency of self-service, GovDeals is committed to sharing our strategy knowledge with Sourcwell participating agencies through very interactive and hands-on service. We combine an easy-to-use website, a large and targeted bidder audience, knowledge of auction best practice, a robust marketing program, and a history of compliance with government requirements and regulations, to offer a service that is unequaled by other vendors. GovDeals will provide easily accessible, highly responsive technical support and customer service to all Sourcwell participating entities. Typical response time is under an hour, and we commit to always respond within 24 hours. Client Account Managers may be reached by cell phone or email 24 hours a day, 7 days a week. If for any reason a participating agency's Client Account Manager is not immediately available, they may contact GovDeals' Client Help Desk. Staffed by fully trained Client Services Representatives, the Help Desk provides technical support and problem-solving by toll-free phone, live chat, and email. The Help Desk is available Monday through Friday, 8 a.m. ET to 7 p.m. ET. Setting GovDeals apart from the competition, we continue to properly and proactively scale our business so that we may deliver on our promises by hiring and retaining solid, hardworking, and dedicated employees in all regions of the U.S. and Canada that believe in what we do. Our extremely low turnover has allowed GovDeals to create a strong culture of shared success and ownership in the best practices that make us a committed partner in success. We have 46 Client Account Managers and Business Development Representatives based strategically throughout the U.S. to provide direct service to participating entities nationwide.	*
28	Describe your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	We have a team of four Canadian Client Account Managers and Business Development Representatives led by a Managing Director exclusively to serve clients and drive adoption of GovDeals by Canadian government agencies. As stated in Line Item 27 above, we continue to properly and proactively scale our business so that we may deliver on our promises by hiring and retaining solid, hardworking, and dedicated employees in all regions of the U.S. and Canada that believe in what we do. Our extremely low turnover has allowed GovDeals to create a strong culture of shared success and ownership in the best practices that make us a committed partner in success. Canadian Sourcwell participating agencies will receive the same level of service and support that agencies in the United States receive. Importantly, www.GovDeals.ca transacts in Canadian dollars.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	GovDeals can serve all geographic areas of the United States and Canada through the proposed contract. The only caveat that may apply to non-contiguous state and U.S. Territories is that training could be limited to remote services such as webinars.	*
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	GovDeals provides services to state/provincial and local government entities throughout the United States and Canada, including higher education and K-12 agencies. Although we hold several cooperative purchasing contracts, these agreements do not limit our promotion of other contracts. GovDeals does not serve commercial or private not-for-profit entities that are not affiliated with a government entity. If any Sourcwell Members don't qualify to sell on GovDeals, they may qualify to become a seller on our sister company's marketplace, AllSurplus. AllSurplus is a separate Business Unit and has its own distinct client base and customer service organization dedicated to commercial and other private entities and is not intended for the sale of new or resale items. AllSurplus was developed separately from GovDeals in order to keep GovDeals purely focused on our government clients.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract requirements or restrictions that would apply to Sourcwell Members in Hawaii, Alaska, and territories. GovDeals currently serves nearly 30 clients in Alaska, including the State of Alaska. The only caveat that may apply to non-contiguous states and U.S. Territories is that training could be limited to remote services such as webinars.	*

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	GovDeals will continue to market this contract as follows: • Promotion by the 46 field-based sales and client service representatives • Promotion at the 140+ national, regional and local trade shows and seminars we attend annually (Note: attendance to such events is limited during the COVID-19 pandemic) • Encouraging cooperative contract utilization when responding to solicitations • Promotion through our formal consulting representation by Government Sourcing Solutions (GSS) Samples of marketing materials promoting GovDeals' cooperative contracts are provided in the document upload section.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We utilize social media and many other methods to promote and increase awareness of GovDeals, as well as specific client assets. Our experienced web development team uses rich search engine optimization (SEO) strategies to foster online visibility for all our clients' assets listed on GovDeals. Additionally, our marketing team places targeted advertisements and writes press releases to drive traffic to our clients' auctions. Our Marketing Communications Team utilizes tools such as HubSpot, Constant Contact, and PowerBI.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	The Sourcewell award has been strongly integrated into GovDeals' sales processes and culture based on over 10 years of increasingly enthusiastic promotion of the contract where and when a cooperative or more formal contracting vehicle is needed. Our experience is that Sourcewell's role has been to equally promote all vendors sharing an award. Our view is the award would be even more successful, overall, if the specific advantages of a single online self-service vendor could be directly promoted by Sourcewell.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	As a service provider, e-procurement ordering is not applicable. However, GovDeals' website features a one-time sign-up feature to simplify onboarding. Sourcewell Members may sign up online to utilize our service, including the ability to indicate their desire to ride the Sourcewell contract.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	There is no additional cost for initial and ongoing training and support. Details regarding training, which is conducted by each entity's regional Client Account Manager, are provided in uploaded documentation, including a typical schedule for implementation of the GovDeals platform. There is no limit to the number of users that can be trained for each entity. A key difference between GovDeals and other vendors is GovDeals' commitment to enthusiastically support of the Participating Entities' auction management personnel. We believe strongly in the value of our best practices strategies, and we are eager to help Sourcewell Members realize untapped revenues. The GovDeals system and service offers Sourcewell Members value-added benefits such as Reallocation Tiers, Elevated Service Models, Departmental Billing, and so much more. See the uploaded documentation for the full list of such attributes.
37	Describe any technological advances that your proposed products or services offer.	In addition to the inherent advantages of in-place online auctions, GovDeals' emphasis on stable, scalable technology provides many vital benefits: • The GovDeals system continues to be operated by our own internal IT Department. This very experienced and agile 7-person team is dedicated to development, operation, and support of the GovDeals system. Based at GovDeals' headquarters, this team is backed by a larger IT infrastructure within our parent company's global organization. • The GovDeals system and website infrastructure is hosted on the Microsoft Azure cloud platform, increasing the reliability and performance of the seller-facing and buyer-facing websites through the country and around the world. • Development releases are scheduled for every 2 weeks to strengthen code, add features, and mitigate potential risks. • GovDeals' real-time, interactive reporting capabilities are hosted in a very secure environment. Each Sourcewell Member will have 24/7 access to robust account reports providing a complete audit trail for each asset from the time it is added to the GovDeals system until it is sold and proceeds are collected. This audit trail will be available in each Participating Entity's GovDeals account in perpetuity. • GovDeals recently launched our integrated mobile site. The availability of these tools will undoubtedly further improve the selling and buying experience for mobile users.

38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Because the GovDeals online auction solution operates on an "as is, where is" basis, the environmental impact of further vehicle/equipment transportation is eliminated. More importantly, since vehicles and equipment are able to be auctioned constantly and not stored for lengthy periods of time in holding lots, the environmental risks associated with dripping mechanical fluids and mechanical degradation (which can occur rapidly on out-of-service vehicles) are virtually eliminated. An additional benefit is reduction in facility and outdoor space utilization. The GovDeals' continuous, as needed, "as is, where is" auction model enables surplus vehicles and heavy equipment to be sold from any location within the Sourcewell Member's jurisdiction. This means there is no need to transport to a holding lot or auction facility, and no need to accumulate vehicles for an auction "event." The quick turnover of surplus property that is achieved through an efficient and short sales cycle has delivered significant space savings to our Client sellers at all levels of government throughout the United States and Canada. GovDeals' terms dictate that Buyers are obligated to pick up their purchases from the current location, and Buyers are responsible for arranging their own removal of the vehicles they have purchased. Numerous GovDeals clients have been able to repurpose their warehouse space, vehicle lots, and other facilities as storage space needs diminished. Thousands of government agencies have realized the comprehensive environmental benefits and increased profitability far outweigh the risk of cultural change within their internal departments.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Liquidity Services Operations LLC does not carry any such certifications.	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Experience! GovDeals is the first company to offer a completely self-service, secure auction platform focused on arming government agencies with the knowledge and the tools to enable the highest possible net results for their surplus assets. Our most successful clients are the ones who leverage GovDeals' best practices and personal support. While GovDeals has a strong technology infrastructure, our company is a knowledge-based business with a huge commitment to interaction with our Clients for the benefit of simple operation and best net sales results. Only GovDeals overlays its self-service auction platform with knowledge-rich, field-based representatives dedicated to serving Sourcewell Members in every region of the U.S. and Canada. GovDeals is uniquely positioned to serve Sourcewell and its Members with an experienced staff and robust service that exactly matches Sourcewell's space and its Members' needs. As GovDeals and Sourcewell's partnership continues to grow, our company is immediately scalable to continue to serve your Members in all 50 U.S. states and across Canada without any compromise in service. New Value-Added Programs! The following are innovative ways to grow revenues within existing business partners and members. • Vendor Auction Program- Sourcewell vendors will now be eligible to post surplus product such as trade-ins or end of lease for sale on GovDeals. Sourcewell will enjoy the added benefit of the standard administrative fee on any vendor sales completed on GovDeals.com. • Real Estate- With the government real estate market estimated at \$1 billion annually, Sourcewell members are eligible to use GovDeals in their sale of surplus and tax lien real estate/real property; members will have access to lower pricing structures and a targeted buyer market. Sourcewell continues to enjoy the administrative fees on these sales. In both scenarios, GovDeals' marketing team will collaborate with Sourcewell to craft messaging to be pushed out to Sourcewell vendors/members at Sourcewell's discretion. With our proven marketing program, we hosted \$4MM in real estate sales in the last three months alone!	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	As a service provider, warranty information as expressed in this Table is not applicable to GovDeals. GovDeals' auction platform is entirely web-based, and no software will be installed on any Sourcewell Member computer.	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	As there are no warranties, there are no usage restrictions or other limitations that adversely affect coverage.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	As there are no products to install, our technicians do not need to travel to make repairs to the GovDeals system.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	As there are no products to install, our technicians do not need to travel to make repairs to the GovDeals system. GovDeals utilizes multiple internal and external notification systems to ensure that the appropriate people are notified if there are any IT warnings, critical issues, or other matters that need immediate attention 24 hours a day, 7 days a week, and 365 days a year.	*
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	GovDeals does not utilize any other manufacturers to provide the services proposed in this response.	*
47	What are your proposed exchange and return programs and policies?	GovDeals' fiduciary responsibilities to Sourcewell and its Members are guaranteed through a \$10,000,000 insurance policy. When a Sourcewell Member utilizes GovDeals' system and its Financial Settlement Services (FSS) payment collection and remittance program, the Member will not be liable for any payment fraud or chargebacks that may occur.	*
48	Describe any service contract options for the items included in your proposal.	Additional service models will be made available upon request at a rate to be determined by the specific needs of the Sourcewell Member. This may include service such as creating auction listings and managing the auction process. More information is available to Sourcewell and its Members upon request. We have made provisions in our pricing model for these elevated services, although specific pricing will be determined by Member needs, asset quantity, and sales volume. GovDeals will follow Sourcewell's Cost Change Form procedure if and when elevated service models are negotiated that are beyond the scope of the pricing provided within this proposal.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	The majority of GovDeals' clients elect for our company to withhold our fees from their auction proceeds remittance payment, eliminating the client from having a bill to pay. For clients that wish to receive full proceeds and remit fee payment directly to us, our payment terms are net 30 days.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	N/A	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	To access GovDeals' services, a Sourcewell participating entity can fill out the "Become a Seller" information form on our website and enter "Sourcewell" in the comments box. Our Sales Support team will then contact the entity for any additional information that may be needed. GovDeals has a built-in Partner Report which provides sales reports for all cooperative participants and can be run in any date range, e.g. monthly or quarterly. GovDeals is experienced in reporting quarterly sales to Sourcewell and will continue to efficiently and consistently do so throughout this contract. Please note, our company does not utilize a dealer network.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, we accept P-card payments. There is no additional cost for using this process.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	GovDeals proposes a success-based fee structure, charged only on completed auctions. There will be no additional fees or charges for our services. There will be no fee if an auction does not result in a completed sale, and there will be no charges to the Member for any marketing efforts, training, software upgrades, or consultation and support provided on-site or remotely. The pricing model detailed below is consistent with our well-established market pricing where the 12 Western states have lower base pricing than available to the rest of the US. Individual cooperative selling entities (clients) have access to a volume-based fee structure based on their actual annual sales on GovDeals or documented previous year(s) sales utilizing other disposition methods. The Member may choose to utilize GovDeals' system and service with our payment collection and remittance services (FSS) included; or may elect to collect its own payments and be invoiced by GovDeals (Non-FSS). Under any of our pricing options, GovDeals' fee may be shared between the Member and winning bidders, may be withheld from the Member's auction proceeds or may be wholly incurred by buyers. The most common option chosen is 7.5% Client Fee and 5% Buyer's Premium. 'A' Pricing (Available in AK, AZ, CA, CO, ID, MT, NV, NM, OR, UT, WA & WY) • 7.5% for Non-FSS • 10% for FSS • No Annual Volume Discount Program (AVDP) for 'A' Pricing since this pricing already reflects a 2.5 percentage point discount 'B' Pricing (All other US states not eligible for 'A' Pricing; and all Canadian entities) • 7.5% for Non-FSS • 12.5% for FSS • Sellers paying 12.5% fee (not passing a portion of the fee to Buyers) qualify for AVDP. • AVDP qualifying annual volume is based on an aggregation of only sellers paying 12.5%. All other 'B' Pricing categories do not qualify for AVDP. 'C' Pricing - Offered on a case-by-case basis. GovDeals recognizes that various government agencies have different needs. In this spirit, we offer ceiling pricing of an additional 20% fee (total up to 32.5%) to accommodate special circumstances. These services may include, in addition to the services offered herein, taking photographs/video of assets for promotion and sale purposes; uploading descriptive content and media to create auction listings; full-service tasks such as transportation and storage of assets (limited to areas where such service is offered) and total management of the auction process. Note: When a client requests this elevated service model, GovDeals will review the client's specific needs, projected volume, and other related details of the prospective account in order to determine this option's availability on a per-case basis.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The pricing offered in this proposal is consistent with our offers to state governments, cooperative entities, and large local government entities. It is consistent with our current Sourcewell award.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Due to contract volume, qualifying entities will receive an annual rebate of 1.25%. GovDeals' Annual Volume Discount Program (AVDP) is available to Sourcewell Members paying 12.5% fee under the 'B' Pricing described in Line 53.

56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Not applicable; GovDeals does not sell commodities.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All costs are included in the pricing model(s) quoted in Line Item 53. There will be no additional fees for standard support, training, on-site service, platform upgrades, etc.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/shipping/delivery are not directly applicable to our service. Most of our clients require items to be picked up in person by the bidder or the bidder's agent, but we do offer an optional shipping feature wherein responsibility and any associated costs for shipping remains with the bidder or the bidder's agent. If a Member desires shipping to be allowed, GovDeals will enable the "Will Ship" option in the auction creation process. This will enable providers such as UShip to give an estimated shipping cost to prospective buyers. Whether local, in-state, out-of-state, or international, shipping will be the responsibility of the bidder and his/her third-party shipper.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	See Line Item 58; Removal of items from a completed sale remains the responsibility of the winning bidder, including any shipping/packing fees should the seller allow shipping.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	The pricing offered in this proposal is consistent with our offers to state governments, cooperative entities, and large local government entities. It is consistent with our current Sourcwell award.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	In selling and billing a service, GovDeals has very few pricing variables and they are based on the same criteria for all selling clients, whether under contract or not. Once a client account is established, the pricing is a fixed percentage of the price items sell for on GovDeals.com. Because of this, all pricing and pricing changes require management approval. We have established system utilities that track cooperative member sales in a real time report; this data is archived and available, ad hoc, at any time. One senior staff person at GovDeals is dedicated to verifying the accuracy of the quarterly report and presenting it to a senior manager for payment approval. These same utilities and processes are in place for the Annual Volume Discount Program (AVDP) that has returned approximately \$850,000 in rebates directly to Sourcwell members for their contract sales during the current contract period.
63	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	GovDeals proposes to pay 2% of what we are paid for our services. Example: A member utilizes the Sourcwell contract to sell an item for \$1,000 on GovDeals and the fee for this member is 12.5%. GovDeals is paid \$125 which represents the gross profit for the transaction. GovDeals will remit 2% of the \$125 (\$2.50) to Sourcwell when it makes its quarterly payment.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	GovDeals is committed to providing a turnkey approach to selling government surplus assets via our online auction marketplace, www.GovDeals.com, with the most efficient service offerings in the industry. In tandem with our robust and reliable auction website, the GovDeals system and service include, at no additional cost: • Self-service functionality with unlimited users • Real-time reporting tools within secure account • Extensive marketing outreach to bidders • Hands-on training for as many employees as desired • On-site assistance posting auctions at implementation • Personal service with 24/7 on-call availability • Optional online payment collection service with 7-10-day remittance to Members. GovDeals' business model is as simple as it is unique: in support of our self-service online auction platform, the foundation of our company is our local staffing that provides direct service, local knowledge, best practices, and on-call assistance for our clients. We back up this hands-on relationship with robust and experienced staffing in all functional departments, including Marketing, Accounting, Bidder Services, and Client Help Desk. During auctions, Sourcewell Members will be able to monitor their online auctions and answer questions from bidders. Auctions can be withdrawn at any time by the Sourcewell Member or by GovDeals at the Sourcewell Member's request. When the auction closes, GovDeals will provide documentation of the sale and will collect payment from buyers. Buyers will then schedule removal appointments with the Sourcewell Member. Throughout the auction cycle, GovDeals will also provide dedicated service for problem solving and case-by-case strategy recommendations, including marketing, best practices, remittance and recordkeeping services, and technical support. Additional details on GovDeals' service model and system are provided in the the uploaded documentation.
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	• Auctioneer Services, to include Internet Type • Online Auction Services • Vehicle Auction Services • Miscellaneous Auction Services • Surplus Disposition Services • Surplus Liquidation Services • Internal Asset Reallocation Services

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Online auction services	☒ Yes ☐ No	GovDeals is thoroughly prepared to immediately provide our online auction system and hands-on customer service to Sourcewell Members. Dedicated GovDeals staff members will serve Sourcewell Members on a regular and ongoing basis through on-site service, consultations, marketing planning, and payment collection. GovDeals will provide Sourcewell Members with a turnkey approach to selling government surplus assets via our web-based auction system, to include self-service ability to post auctions, respond to inquiries, and create/access detailed reports of auction activities and revenue.	*
67	On site live auction services	☐ Yes ☒ No	GovDeals does not offer services for on-site live auctions. Thousands of government agencies have found GovDeals to be the most efficient, lucrative, and transparent online surplus solution. Underscoring the experience, service, and results we provide is an end-to-end process and system that provides a secure, redundant, and transparent environment to feed real-time and archival data to Sourcewell Members personnel.	*
68	Live streaming auctions	☐ Yes ☒ No	While all of our auctions are conducted live from our website, we do not stream from live auctions. Our specialized auction website allows prospective buyers to view unlimited photographs, videos, and thorough descriptions, ask questions, and enter bids for Sourcewell Members' surplus property. The items will be auctioned under Client-specific Terms and Conditions, including Sourcewell Members-dictated time frames for payment and pickup.	*
69	Auction-related services	☒ Yes ☐ No	GovDeals' online auction platform and service includes, at no additional cost: • Turnkey auction functionality with unlimited user accounts • Real-time reporting tools within secure account • 1 million active GovDeals bidders – verified through GovDeals' multi-layer registration process that includes vetting against the anti-terrorist watch list by global trade management software • Extensive marketing outreach to targeted bidders at GovDeals' expense, which drives competitive bidding, increasing the final selling price of auctioned assets! • Hands-on training for as many employees as desired, including initial and ongoing training and updates • Personal service by Sourcewell Members' locally based Client Account Manager with 24/7 on-call availability; on-site and remote support will be provided on demand	

Table 15: Industry Specific Questions

Line Item	Question	Response *
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	GovDeals recognizes the importance and value of cooperative contracts and partner relationships. One of the company's senior managers, Christy Logan, oversees these partnerships. Contract compliance is ensured through quarterly and monthly reports detailing participating agencies' contract activity, as well as timely payment of applicable cooperative fees or revenue sharing. We have backend functionality in place to report all sales under the cooperative contract. GovDeals' system functionality also includes a simple way for Sourcewell to review the cooperative usage of its contract at any time, and each cooperative agency's sales amount is included on this report.
70	Describe your roles and responsibilities for each service you are proposing.	GovDeals will provide easily accessible, highly responsive technical support and customer service to Sourcewell Members. Sourcewell Members will be given direct phone numbers and email addresses for each person on their respective account team. Each team is comprised of the following: - Dedicated Client Account Manager in the Member's region who will be the Member's primary point of contact for any technical questions, advice, training, assistance loading auctions, etc., throughout the duration of the business relationship. Every Client Account Manager may be reached by cell phone or email 24 hours a day, 7 days a week and will provide on-site support whenever warranted. - Customer support help desk team to provide additional service and support. - Regional representative to confirm that the service provided by GovDeals meets the Member's specific needs and requirements and to ensure contract compliance. - Note: Sourcewell Members that are State or Higher Education entities will receive a 3-person team dedicated to State-Level Government accounts. - Marketing support team to market the Member's assets to targeted bidders to maximize competition and return on investment. - Bidder help desk team to ensure bidders comply with the terms and conditions of Sourcewell Members' auctions. - Accounting team to ensure Sourcewell Members' auction sales and proceeds are properly reconciled and remitted weekly.
71	Describe the agency's roles and responsibilities for each service you are proposing.	To simplify the onboarding process, the GovDeals website enables Members to sign-up online and designate Sourcewell as their contracting vehicle. GovDeals will receive this one-time "order," and the Member's account will be established according to the options chosen at sign-up. Sourcewell Members will then be responsible for taking photographs and entering descriptive details on an asset inspections form (provided by GovDeals) for each asset deemed surplus. They will also be responsible for uploading the photos and information to an auction creation template located in their GovDeals' account. GovDeals' auction calculator can recommend starting bid, bid increment, and auction dates for the auctions; these values can also be input manually. While the auction is live, Members will be able to monitor their own auctions and answer bidder questions through their individual GovDeals account. Members will also be responsible for responding to winning bidders to set up removal appointments. Member representatives must verify buyer ID and sign the Bill of Sale to release the asset(s). Once asset(s) have been removed, the representative marks the asset(s) "Picked Up" in the GovDeals system and GovDeals will remit payment for the asset(s). See our Auction Timeline in uploaded documentation for more information.
72	Describe your process of assessing market value of the items to be auctioned (where applicable).	For high-value items deserving of an appraisal (e.g. helicopters or airplanes), GovDeals will arrange for an independent appraisal at our expense. For the vast majority of surplus items, GovDeals can provide valuation recommendations based on actual historic auction data both within our system and from general auction results data to help Sourcewell Members determine fair market value. Our company also has an expert on staff to provide pricing guidance and listing strategies for maximizing returns for heavy equipment.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 73. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Proposer's Affidavit**PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcwell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcwell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcwell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcwell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Steve Kranzusch, Vice President & General Manager, Liquidity Services Operations LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum**" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Auction_Services_RFP_012821 Sun January 24 2021 06:05 PM	☒	3
Addendum_8_Auction_Services_RFP_012821 Thu January 14 2021 08:57 AM	☒	1
Addendum_7_Auction_Services_RFP_012821 Fri January 8 2021 08:58 AM	☒	1
Addendum_6_Auction_Services_RFP_012821 Wed January 6 2021 04:22 PM	☒	1
Addendum_5_Auction_Services_RFP_012821 Wed January 6 2021 02:02 PM	☒	1
Addendum_4_Auction_Services_RFP_012821 Wed January 6 2021 02:01 PM	☒	1
Addendum_3_Auction_Services_RFP_012821 Tue January 5 2021 01:35 PM	☒	1
Addendum_2_Auction_Services_RFP_012821 Mon January 4 2021 04:23 PM	☒	1
Addendum_1_Auction_Services_RFP_012821 Mon December 28 2020 11:21 AM	☒	2



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE:
SUBJECT: SPRINGDALE TRACTOR - KUBOTA AIRPORT MOWER

RECOMMENDATION:

COUNCIL APPROVES A RESOLUTION TO PURCHASE ONE (1) 2023 Kubota ZD1211R-3-60R WITH A SOURCEWELL COOPERATIVE PURCHASE PRICE OF \$16,651.72 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM SPRINGDALE TRACTOR AND APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Unit # 5092 is 2019 Kubota Mower used to mow Drake Field. This mower is 4 years into a 5 year service life.

DISCUSSION:

The Airport's current mower, unit # 5092 has had consistent major mechanical failures and is no longer able to perform the needed daily tasks for the airport. Within slightly over a year this unit had \$6,869.55 in repair costs and is no longer fit for front line duty or able to perform the needed daily tasks for the airport. Fleet is recommending replacement instead of any further repairs.

BUDGET/STAFF IMPACT:

The replacement unit was not budgeted for replacement until 2024. However, moving this replacement up is the most cost-effective approach at this time. A budget adjustment is being submitted to utilize Fleet's fund balance for this purchase.

This mower was approved at the March 10th Equipment Committee.

ATTACHMENTS: SRF Kubota Airport Mower, 2023-745 BA Kubota Airport Mower, Kubota Mower Quote ZD1211R-3-60R



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-745

SPRINGDALE TRACTOR - KUBOTA AIRPORT MOWER

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A KUBOTA TRACTOR FROM SPRINGDALE TRACTOR FOR THE AMOUNT OF \$16,651.72 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a Kubota Tractor from Springdale Tractor for the amount of \$16,651.72 plus any applicable taxes and freight charges, pursuant to a Sourcewell cooperative purchasing contract.

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

City of Fayetteville Staff Review Form

2023-745

Item ID

6/6/2023

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

Ross Jackson

5/10/2023

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL APPROVES A RESOLUTION TO PURCHASE ONE (1) 2023 KUBOTA ZD1211R-3-60R WITH A SOURCEWELL COOPERATIVE PURCHASE PRICE OF \$16,651.72 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM SPRINGDALE TRACTOR AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02083

Tractors and Mowers

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 944,106.00

Expenses (Actual+Encum)

\$ 86,115.32

Available Budget

\$ 857,990.68

Does item have a direct cost? Yes

Item Cost

\$ 16,651.72

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 16,652.00

Remaining Budget

\$ 857,990.96

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2023	/Org2		
	Requestor:	Ross Jackson	

COUNCIL APPROVES A RESOLUTION TO PURCHASE ONE (1) 2023 KUBOTA ZD1211R-3-60R WITH A SOURCEWELL COOPERATIVE PURCHASE PRICE OF \$16,651.72 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM SPRINGDALE TRACTOR AND TO APPROVE A BUDGET ADJUSTMENT. (APMN_F004 / #5129)

	COUNCIL DATE:	6/6/2023
	ITEM ID#:	2023-745
	<i>Holly Black</i> <i>5/10/2023 11:17 AM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]

Quote Provided By
SPRINGDALE TRACTOR
Todd Sweat
6160 W SUNSET AVE
SPRINGDALE, AR 72762
email: todd.sweat@kubotacenter.com
phone: 4792284528

-- Standard Features --

-- Custom Options --



ZD1200 Series

ZD1211R-3-60R

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

3 Cylinder, Kubota Model #
D1105
24.8 Gross HP @ 3000 rpm
68.5 cu. in. Displacement
12v 430 Amp Hr. Battery
14 Amps Charging Output

SAFETY EQUIPMENT

Electric Key Shut Off
Control Lever Safety Switch
Parking Brake Safety Switch
Foldable ROPS
Seat Safety Switch

TRANSMISSION

Hydrostatic Drive
(2) HST w/Gear Reduction
Brake - Wet Multi Disks
Forward Speeds 0 - 10.6 mph
Reverse Speeds 0 - 5.3 mph

DIMENSIONS

Height 78.7"
Length 89.0"
Width Overall 63.0"
Wheelbase 56.7"

STEERING / MOTION CONTROL

(2) Hand Levers, Adjustable
Hydraulically Damped,
Adjustable

OPERATING FEATURES

Zero Turn Radius
Adj. Front Axle: Rigid/Oscillating
Dual Element Air Filter
Deluxe Suspension Seat w/
Kubota Exclusive Seat Design
Hands-free Hydraulic Deck Lift
Hands-free Parking Brake
Cup Holder

POWER TAKE OFF

Hydraulic Independent PTO
Shaft Drive Mower Deck
Wet Disk Clutch

REAR DISCHARGE MOWER

60" and 72" Kubota PRO Deck
5.5" Deep Deck
1-5" Cut Height, Adjustable
1/4" Increments
3 Blades
Bolt-on Skid Bars

FLUID CAPACITY

Fuel Tank 13.1 gal
Engine Coolant w/ Recovery
tank 3.96 qts
Crankcase w/ Filter 4.1 qts
Transmission Case and Axle
Gear 12.8 qts

^ Manufacturer Estimate

TIRES AND WHEELS

Front 15 x 6.0 - 6 Flat-free
Rear 26 x 12.0 - 16 Turf, Low Profile

ZD1211R-3-60R Base Price: \$20,499.00

Configured Price: **\$20,499.00**

Sourcewell Discount: (\$4,509.78)

SUBTOTAL: **\$15,989.22**

Dealer Assembly: \$0.00

Freight Cost: \$262.50

PDI: \$400.00

Total Unit Price: \$16,651.72

Quantity Ordered: 1

Final Sales Price: \$16,651.72

**Final pricing will be based upon pricing at the time of
final delivery to Sourcewell members.
Purchase Order Must Reflect Final Sales Price.**

**To order, place your Purchase Order directly with the quoting
dealer**

***Some series of products are sold out for 2022. All equipment specifications are as complete as possible as of the date on the quote. Additional attachments, options, or accessories may be added (or deleted) at the discounted price.** All specifications and prices are subject to change. Taxes are not included. The PDI fees and freight for attachments and accessories quoted may have additional charges added by the delivering dealer. These charges will be billed separately. Prices for product quoted are good for 60 days from the date shown on the quote. All equipment as quoted is subject to availability.

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198.143.39.26



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU: Ross Jackson, Jr., Fleet Operations Superintendent
FROM: Terry Gulley, Asst Public Works Director - Ops
DATE:
SUBJECT: GAPVAX HYDRO EXCAVATOR

RECOMMENDATION:

COUNCIL APPROVES A RESOLUTION TO PURCHASE ONE (1) 2024 GAPVAX HV56 WET/DRY HYDRO EXCAVATOR WITH A SOURCEWELL COOPERATIVE PURCHASE PRICE OF \$665,575.70 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM GAPVAX INC. OF JOHNSTOWN PA AND APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

This Hydro Excavator will be an expansion unit to the Water and Sewer Division.

DISCUSSION:

A large number of water leak repairs made by Water/Sewer are service lines that are located in customer's yards or crowded general utility easements, utilizing the hydro excavator is the safest, most efficient, and least invasive method to perform these repairs. The Water and Sewer Division repairs over 1,300 water leaks annually. Hydro excavation also eliminates the need to wait for utility locates before making a repair whereas traditional excavation requires locate requests through 811 – Call Before You Dig. A hydro excavator would allow Water/Sewer to improve efficiency when making water leak repairs. It is a safer method of excavation when working near electric and gas lines, and it would allow the sewer vac trucks to be utilized more for its original intention in maintaining the sewer system rather than assisting with water leak repairs. This would also decrease wear and tear on the vac trucks saving money on maintenance costs, decreasing downtime and increasing availability of their use.

BUDGET/STAFF IMPACT:

A budget adjustment will be submitted with this request. This purchase was approved at the May 9th 2023 Equipment Committee.

ATTACHMENTS: 2023-744 SRF GapVax Hydro Excavator W&S, 2023-744 BA GapVax Hydro Excavator W&S, GapVax Sourcewell Quote



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-744

GAPVAX HYDRO EXCAVATOR

A RESOLUTION TO APPROVE THE PURCHASE OF A GAPVAX EXCAVATOR FROM GAPVAX, INC. IN THE AMOUNT OF \$665,575.70, PLUS ANY APPLICABLE SALES TAXES AND FREIGHT CHARGES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of a 2024 GapVax HV56 Wet/Dry Hydro Excavator from GapVax, Inc. in the amount of \$665,575.70, plus any applicable sales taxes and freight charges, pursuant to a Sourcewell cooperative purchasing contract.

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

City of Fayetteville Staff Review Form

2023-744

Item ID

6/6/2023

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

Ross Jackson

5/10/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL APPROVES A RESOLUTION TO PURCHASE ONE (1) 2024 GAPVAX HV56 WET/DRY HYDRO EXCAVATOR WITH A SOURCEWELL COOPERATIVE PURCHASE PRICE OF \$665,575 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM GAPVAX INC. OF JOHNSTOWN PA. AND APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

SHOP

Account Number

Fund

02077.2023

Fleet - Construction Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,657,303.00

Expenses (Actual+Encum)

\$ 862,338.68

Available Budget

\$ 794,964.32

Does item have a direct cost? Yes

Item Cost

\$ 665,575.70

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 665,576.00

Remaining Budget

\$ 794,964.62

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2023	/Org2		
	Requestor:	Ross Jackson	

COUNCIL APPROVES A RESOLUTION TO PURCHASE ONE (1) 2024 GAPVAX HV56 WET/DRY HYDRO EXCAVATOR WITH A SOURCEWELL COOPERATIVE PURCHASE PRICE OF \$665,575 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM GAPVAX INC. OF JOHNSTOWN PA AND APPROVE A BUDGET ADJUSTMENT. (WSEW_F103 / #9337)

COUNCIL DATE:	6/6/2023
ITEM ID#:	2023-744
Holly Black	
5/10/2023 11:32 AM	
Budget Division	Date
TYPE:	D - (City Council)
JOURNAL #:	
GLDATE:	
CHKD/POSTED:	/

[illegible]

SOURCEWELL CONTRACT NO. 101221-GPV

GapVax®

PREPARED BY

GapVax, Inc

575 Central Ave.

Johnstown, PA 15902

PREPARED FOR

Aaron Watkins

City of Fayettevill, Arkansas

QUOTE



QUOTE ID
23149 Rev 4

UPDATED:
02/28/23



2023 HV56 WET/DRY HYDRO EXCAVATOR

QUOTE ID: 23149 Rev 4

April 20, 2023

NOTE: THE GAPVAX HV UNIT MAY EXCEED FEDERAL BRIDGE ALLOWABLE WEIGHTS WHEN LOADED WITH WATER, OR DEBRIS, AND/OR BOTH WATER AND DEBRIS COMBINED. PLEASE CONSULT FACTORY.

	DESCRIPTION	NOTES	QTY
CHASSIS OPTIONS			
CHA001	2023 PETERBILT 567 - 500 HP - 315" WHEELBASE		1
	CUMMINS X15-500 V RATED FOR 500 HP @ 1900 RPM AND 1850 LB-FT @ 950 RPM		
	ALLISON 4500 RDS-P TRANSMISSION		
	CAB PAINTED FACTORY WHITE		1
	STOCK CHASSIS ARE SUBJECT TO PRIOR SALE, LIMITED QUANTITY ARE AVAILABLE		1
DEBRIS BODY OPTIONS			
STD	15 USABLE YARD DEBRIS TANK MADE OF 1/4" ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD
STD	BOLT-ON CYCLONES AND CYCLONE DUMP CHUTE		STANDARD
STD	TOP-LOADING MATERIAL BACKED BODY INLET		STANDARD
STD	FULL-OPENING REAR TAILGATE		STANDARD
STD	FOUR HYDRAULIC REAR DOOR LOCKS		STANDARD
STD	DUAL TAILGATE LIFT CYLINDERS		STANDARD
STD	FRONT MOUNTED HOIST CYLINDER, POWER UP AND DOWN		STANDARD
STD	STAINLESS STEEL TAILGATE SEALING ROD		STANDARD
STD	THREE TIE-OFFS ON TOP OF THE BODY		STANDARD
STD	SEMI-CIRCULAR BODY BAFFLE WITH SURGE BAR		STANDARD
A2A	DECANT AT BOTTOM OF TAILGATE - 6" BRASS LEVER VALVE		1
A24P	DECANT HALF WAY UP TAILGATE - 4" BRASS VALVE		1
A3	LIQUID LEVEL INDICATOR ON TAILGATE		1
A6C	PUMP OFF SYSTEM - 4" SLUDGE PUMP WITH SILICONE CARBIDE SEALS	REQUIRES J303	1
A350Q	UPGRADE FLOAT BALL CAGE TO STAINLESS STEEL		1
A350R	UPGRADE TAILGATE LL INDICATOR TO SS 1/2" ROD INSIDE TAILGATE		1
A23	ELECTRIC VIBRATOR ON DEBRIS TANK		STANDARD
A33A	TAILGATE SPLASH SHIELDS - WELDED TO TANK		1
A44	PNEUMATIC TAILGATE PROP (IN ADDITION TO STANDARD TAILGATE PROP ROD)		REQUIRED
STD	PNEUMATIC ACTUATED BODY PROP		STANDARD
WATER TANK OPTIONS			
STD	1,200 GALLON WATER TANK MADE OF 1/4" ASTM A-572 GRADE 50 EXTEN STEEL		STANDARD
STD	WATER TANK COATING	NOT WARRANTED	STANDARD
STD	3" WATER FILL LINE WITH 3" Y-STRAINER AND ANTI-SIPHON		STANDARD
STD	WATER LEVEL SIGHT TUBE ON CURBSIDE		STANDARD
STD	2" WATER TANK DRAIN		STANDARD

STD	20" MANWAY ON WATER TANK		STANDARD
B300	UPGRADE TO BUTTERFLY VALVE IN SUPPLY LINE	MOUNTED AT REAR HINGE PIN	REQUIRED
B305	ADD 3/4" BALL VALVE AND SPOUT TO WATER TANK SIGHT GLASS		1
VACUUM SYSTEM OPTIONS			
C300	HIBON 8702 VACUUM PUMP 5250 CFM AND 27" HG		STANDARD
STD	12" LIQUID SHUTOFF STAINLESS STEEL FLOAT BALL		STANDARD
STD	SINGLE MODE WET/DRY FILTRATION WITH (6) BOLT-ON EZ-DECON CYCLONES		STANDARD
STD	BAGHOUSE WITH (40) POLYESTER FILTER BAGS		STANDARD
STD	AIR-POWERED PULSATORS FOR CLEANING FILTER BAGS		STANDARD
STD	NOISE AND VIBRATION DAMPENING MOUNTS		STANDARD
STD	ULTRA QUIET EXHAUST/INTAKE SILENCERS		STANDARD
C320	VULKAN VIBRATION DAMPENER ON BLOWER	HIGHLY RECOMMENDED	1
C321	8" VACUUM RELIEF VALVE	HIGHLY RECOMMENDED	1
C330A	UPGRADE FILTER BAGS TO 285 DEGREE ACRYLIC BAGS		1
C399	REMOVE STANDARD PULSATOR SYSTEM EXCEPT FOR TUBES ON BAGHOUSE DOORS		1
HX WATER SYSTEM OPTIONS			
D30	STAINLESS BOX 78" WIDE X 28" DEEP X 24" TALL PUMP ENCLOSURE	HX PUMP MUST BE HYDRAULICALLY DRIVEN	1
D317HAE	19 GPM / 2,900 PSI GIANT LP200-SS-GB, HYDRAULICALLY DRIVEN VIA AUTO TRANS PTO (FIXED SPEED HYDRAULIC CONTROL)	REQUIRES J303A, G2B, G330B	1
D25B-PM	UPGRADE STD REEL TO HD AIR MOTOR RETRACT HOSE REEL WITH 1/2" X 100' HOSE	INCLUDES PUSH LEVER AIR CONTROL	1
D4-HX+RAV	PNEUMATICALLY OPERATED HX WATER PRESSURE RELIEF VALVE IN LIEU OF 3-WAY AND UPGRADE HOSE REEL VALVE TO P/N: VAL022790 REMOTE ACTUATED INTEGRATED OPTION D4-HX CONTROL (G2B)	REQUIRES D307HA OR D317HA AND G312A OR G312B	1
D372A	HEATED CABINET FOR PUMP AND HOSE - VIA ENGINE COOLANT SYSTEM	REQUIRES D30 AND ENGINEERING APPROVAL	1
D21	COLD WEATHER RECIRCULATION VIA AUTO TRANSMISSION	REQUIRES D300 OR D315	1
D18	AIR PURGE SYSTEM - PUMP, REGULATOR, HOSE REEL		1
D28	GLYCOL INJECTION SYSTEM		1
D34	BURNER SYSTEM - MOUNTS ONLY	REQUIRES VERTICAL SILENCERS	1
D35B	1/2" HX LANCE WITH 6' EXTENSION AND RIPSAW NOZZLE		1
BOOM OPTIONS			
E300	TUBE IN TUBE BOOM - EXTENDABLE - 17' - 25' REACH FROM CENTER OF TRUCK, INCLUDES VERTICAL SILENCERS		1
E321A	UPGRADE TO REINFORCED BOOM ELBOW (TUBE-IN-TUBE STYLE ONLY)	REQUIRES E300	1
E323	3" CLEANOUT DOOR ON BACK OF BOOM CANNON		1
E329	BOOM HYDRAULIC HOSE SUPPORT ARM		1
E324	BOOM DOCKING PORT		1
E325A	BOOM TUBE EXTENSION TO BE DOCKED AT BOTTOM OF FRAME		1
CONTROLS, GAUGES, ACCESSORIES OPTIONS			
G2B	DM430 DISPLAY MOUNTED ON SIDE CONTROL PANEL, SAFETY SYSTEM INCLUDES WATER PUMP ENGAGE SWITCH,	REQUIRES G330B	1
	WATER LEVEL, LOW WATER SHUT DOWN, WATER PUMP FLOW AND HOURS		INCLUDED
	ENGINE / PUMP OVER SPEED SHUT DOWN, LOW PTO OIL PRESSURE WARNING		INCLUDED
	WATER TEMPERATURE SENSOR WITH SHUT DOWN		INCLUDED
G14	BODY UP LIGHT & ALARM IN CAB		1
G16	BOOM UP LIGHT & ALARM IN CAB		1
G312B	AARCOMM WIRELESS REMOTE WITH BOOM, VACUUM AND WATER FUNCTIONS		1

G312B-ATD	ADDITIONAL AARCOMM TRIDENT TRANSMITTER (ONLY ONE CAN BE OPERATIONAL AT A TIME)	REQUIRES OPTION G310B OR G312B	INCLUDED
G340A	25' GROUNDING CABLE	HIGHLY RECOMMENDED	1
G330B	16" X 20" STAINLESS CONTROL BOX WITH WINDOW ON CURBSIDE		1
LIGHTING			
STD	TRUCK-LITE LED STOP, TURN, AND TAIL LIGHTS		STANDARD
STD	TRUCK-LITE LED RUNNING (MARKER) LIGHTS		STANDARD
STD	UPGRADE STOP/TAIL/TURN LIGHTS TO LED		STANDARD
H0A	UPGRADE STOP/TAIL/TURN LIGHT BOX TO POLISHED STAINLESS STEEL		STANDARD
H1	ONE LED STROBE BEACON LIGHT - FRONT (SAE CLASS-1 (SAE J595) COMPLIANT)	(WHELEN L10 OR EQUAL)	1
H5B	(2) BOOM WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H6B	(2) REAR WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H301B	(2) CYCLONE WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H302B	(2) BAGHOUSE WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H8B	(2) PUMP AREA WORK LIGHTS - HELLA LED WORK LIGHTS (PN: LHT022429)		1
H18C	REAR WHELEN ION SUPER LED FLASHERS - 6 LIGHT HEADS		1
	3 ON EACH SIDE REAR (1 @ 45 DEGREES)		1
H22	REAR ARROW LIGHT - LOW PROFILE LED ARROW STICK (CLASS-1 (SAE J595))	(WHELEN TAM85 OR EQUAL)	1
STORAGE OPTIONS			
I300B	TWO FOLD-DOWN TUBE TRAYS		1
	INCLUDES SUBFRAME (J302), WASH OUT HOLES, STAINLESS MUD FLAPS AND WHEEL CHOCKS & HOLDERS ON EACH SIDE		INCLUDED
I7C-DS	36" TOOL BOX - STAINLESS STEEL, 36" WIDE X 24" HIGH X 24" DEEP, DRIVER'S SIDE		1
I303	ALUMINUM 24" X 24" X 48" TOOLBOX ON BURNER MOUNT	REQUIRES D34	1
I14	TRAFFIC CONE HOLDER ON DRIVER'S SIDE	INCLUDES CONES	1
I19	25' HOSE RACK		1
I20A	REAR DRAIN HOSE RACK FOR 6" LAYFLAT HOSE X 15' LONG		1
CHASSIS OPTIONS			
STD	INSTALLATION AND INTEGRATION OF BODY ONTO CHASSIS		INCLUDED
STD	DOT LIGHTING / FENDERS / MUD FLAPS / TAILGATE SAFETY PROP, ICC LIGHTS		STANDARD
STD	BODY SAFETY PROP		STANDARD
STD	60 GALLON HYDRAULIC OIL TANK		STANDARD
STD	REAR BUMPER		STANDARD
STD	TRIANGLE KIT, FIRE EXTINGUISHER, BACKUP ALARM		STANDARD
J300	MID-SHIP MOUNTED (SPLIT-SHAFT) TRANSFER CASE WITH TOP DISCONNECT		REQUIRED
J001	MUST BE " OMSI " BRAND TRANSFER CASE IN LIEU OF "NAMCO" OR OTHER (CONSULT ENGINEERING)	NOT AVAILABLE WITH "SPL" SERIES CHASSIS DRIVELINE	1
J101	UPGRADE TO 8" BODY LIFT CYLINDER UPGRADE, 175" STROKE	MODEL HV56-1200 OR 1400 GALLON X-LONG BODY ONLY	REQUIRED
J2	TRANSFER CASE OIL LEVEL SIGHT GLASS		1
J303A	ADD TWO HYDRAULIC OIL COOLERS TO CIRCUIT		1
J4A	TOW HOOKS - REAR - HEAVY DUTY - WELDED	REQUIRES J16	1
J14C	20,000 LB LIFT AXLE MOUNTED IN THE PUSHER POSITION		1
J16D	3/4" WELDED PINTLE PLATE WITH DUAL GUSSETS AND REMOVABLE REAR STEP BUMPER		1
PAINT OPTIONS			
STD	PAINTED WITH PPG FLEET URETHANE PAINT		STANDARD

STD	PAINT BODY WHITE		STANDARD
STD	PAINT FRAME BLACK		STANDARD
STD	PAINT PARTS AND BOOM BLACK		STANDARD
STD	FLEET FINISH		STANDARD
MISCELLANEOUS OPTIONS			
STD	STANDARD - 8" TO 6" RINGLOCK REDUCER		STANDARD
STD	STANDARD - 6" IN-LINE SAFETY VACUUM BREAK TEE		STANDARD
STD	STANDARD - GAPVAX SAFETY DECALS		STANDARD
M3	FILL HOSE 25' X 2 1/2"		1
M29D	FOUR CAMERA - BACK-UP CAMERA SYSTEM WITH 7" COLOR MONITOR (RV-805A), INCLUDES DVR-916 REAR, DVR-921 FRONT, AND TWO (2) DVR-920 SIDE CAMERAS. SIDE		1
M334	HEAVY DUTY ALUMINUM HX TUBE, 8" X 5' X 0.090" WALL WITH PRESSED IN STEEL ENDS	STD 8" RING LOCK	5
M36	HEAVY DUTY ALUMINUM HX TUBE, 8" X 6' X 0.090" WALL WITH PRESSED IN STEEL ENDS AND SOFT TIP END	STD 8" R.L. SOFT TIP	1
M35	8" RING LOCK TUBE CLAMP, EACH (P/N: CLA000978)	STD 8" RING LOCK	6
STD	ONE PAPER OPERATOR'S MANUAL		STANDARD
STD	ONSITE FACTORY TRAINING (1 DAY)		STANDARD
CUSTOM OPTIONS			
*	MATERIALS SURCHARGE	(EFFECTIVE MAY 1, 2022)	1
	INSTALL CUSTOMER WATER METER		



PRICING SUMMARY

PRICE OF BASE UNIT WITH OPTIONS:	\$	695,945.00
SOURCWell DISCOUNT:	\$	34,469.30
DELIVERY: (\$1,000.00 MINIMUM) @ \$4.00 PER MILE	\$	4,100.00
SUBTOTAL:	\$	665,575.70
SALES TAX:	\$	-
FEDERAL EXCISE TAX (BODY):	\$	-
FEDERAL EXCISE TAX (CHASSIS):	\$	-
TOTAL PRICE (PER UNIT):	\$	665,575.70

ALL PRICES ARE IN US DOLLARS

TERMS: 15% DOWN PAYMENT. BALANCE DUE UPON COMPLETION. IN THE EVENT OF THE PURCHASER'S DEFAULT AND TERMINATION OF THIS SALES PROPOSAL AGREEMENT PRIOR TO START OF PRODUCTION, 25% OF THE DOWN PAYMENT SHALL BE FOREFEITED AND APPLIED TO GAPVAX, INC. AS PART OF ITS DAMAGES. ONCE PRODUCTION HAS COMMENCED ON THIS SALES PROPOSAL AGREEMENT, IN THE EVENT OF THE PURCHASER'S CANCELLING THE SALES PROPOSAL AGREEMENT, OR FAILING TO ACCEPT DELIVERY, OR FAILING TO COMPLETE THE SALES PROPOSAL AGREEMENT, THE ENTIRE DEPOSIT SHALL BE FORFEITED TO GAPVAX, INC. BUT SUCH FORFEITURE SHALL NOT PREJUDICE ANY OTHER REMEDY WHICH GAPVAX, INC. MAY HAVE FOR BREACH OF ANY OF THE SALES PROPOSAL AGREEMENT. IN THE EVENT OF A COMPLETED UNIT NOT BEING FUNDED IN A PROMPT AND TIMELY MANNER, AN ADDITIONAL FEE WILL OCCUR TO COVER THE ADDITIONAL FLOOR PLAN EXPENSE.

FEDERAL EXCISE TAX AND DELIVERY ARE LISTED. STATE SALES TAX IS NOT INCLUDED. STATE SALES TAX AND VEHICLE REGISTRATION IS THE RESPONSIBILITY OF THE PURCHASER. EXCLUDES ALL OTHER APPLICABLE TAXES, DUTIES, TARIFFS, BROKERAGE, OR DOCUMENTATION FEES. DELIVERY, IF COORDINATED BY GAPVAX, IS \$3.00 PER MILE, \$1,000 MINIMUM.

DELIVERY TERMS

TERMS OF DELIVERY SHALL BE F.O.B. SHIPPING POINT, JOHNSTOWN, PENNSYLVANIA, U.S.A.

THIS PROPOSAL WILL REMAIN IN EFFECT FOR 30 DAYS UNLESS CHANGED IN THE FUTURE UPON WRITTEN NOTICE FROM THE COMPANY

BY SIGNING THIS PROPOSAL, PURCHASER THEREBY EXPRESSES ACCEPTANCE OF EACH AND EVERY TERM AND CONDITION SET FORTH HEREIN. ANY PURCHASE ORDER OR ACKNOWLEDGEMENT OFFERING TERMS INCONSISTENT WITH THE TERMS AND CONDITIONS HEREOF SHALL HAVE NO BINDING EFFECT WHATSOEVER ON GAPVAX INCORPORATED (THE "COMPANY") OR THE TERMS AND CONDITIONS HEREOF. THIS DOCUMENT AND THE OTHER DOCUMENTS SPECIFICALLY REFERRED TO AS BEING A PART HEREOF CONSTITUTE THE ENTIRE CONTRACT ON THE SUBJECT MATTER, AND SHALL NOT BE MODIFIED EXCEPT IN WRITING SIGNED BY BOTH PARTIES. ASSIGNMENT MAY BE MADE ONLY WITH WRITTEN CONSENT OF THE OTHER PARTY.

PLEASE RETURN A SIGNED COPY TO ESMITH@GAPVAX.COM

**PURCHASER'S ACCEPTANCE: THE FOREGOING QUOTE 23149 Rev 4 IS
HEREBY ACCEPTED**

By: _____

Title: _____

Date: _____

GapVax Incorporated

Terms and Conditions of Sale

1. **ORDERS.** All orders are subject to acceptance by an officer of GapVax Inc. Orders for products not regularly carried in stock or requiring special engineering or manufacture are in every case subject to approval by an officer of GapVax.
2. **PERFORMANCE.** GapVax Inc. shall not be liable for failure to complete the contract in accordance with its terms if failure is due to wars, strikes, fires, floods, accidents, delays in transportation or other causes beyond its reasonable control.
3. **EXPERIMENTAL WORK.** Work performed at customer's request such as sketches, drawings, design, testing, fabrication and materials shall be charged at current rates.
4. **SKETCHES, ENGINEERING DRAWINGS, MODELS** and all preparatory work created or furnished by GapVax Inc. shall remain its exclusive property; and no use of same shall be made, nor may ideas obtained therefrom be used, except with the consent of and on terms acceptable to GapVax Inc.
5. **CANCELLATION.** Orders regularly entered cannot be canceled except upon terms that will compensate GapVax Inc. for any loss or damage sustained.
6. **SHIPMENT.** All proposals are based on continuous and uninterrupted delivery of the order upon completion unless specifications distinctly state otherwise. In the event that an agreement is reached for GapVax Inc. to store completed items, they will be immediately invoiced to the customer and become due and payable. Storage shall be at the risk of the customer and GapVax Inc. shall be liable only for ordinary care of the property.
7. **CUSTOMER'S PROPERTY.** GapVax Inc. shall charge the customer at current rates, for handling and storing customer's property (e.g., truck chassis) held for more than thirty (30) days after notification of availability for shipment. All customer's property, or third party's property, that is stored by GapVax Inc. is at the customer's or other party's risk. GapVax is not liable for any loss or damage thereto caused by fire, water, corrosion, theft, negligence, or any cause beyond its reasonable control.
8. **PRICES.** All orders are subject to current prices in effect at the time of order acknowledgment. Prices and Specifications are Subject to Change Without Notice. **PRICING DISCLAIMER:** While we make every effort to maintain and preserve pricing accuracy, prices are subject to change without notice. Although the information on this quotation is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete, or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order to confirm your pricing information.
9. **F.O.B. POINT.** Unless otherwise stated, all prices listed are F.O.B. point of manufacture.
10. **TAXES.** Unless specifically stated, prices listed do not include Federal, State, City or other excise occupation, sales, use or similar taxes which are extra and are to be added at rates in effect at time of shipment. If federal Excise Taxes are included or listed on the reverse side of this paper, they are stated at the rates and regulations in effect at the time this order is written and are subject to revision in accordance with rates and regulations in effect at time of shipment.
11. **PRODUCT IMPROVEMENT.** GapVax Inc. reserves the right to change manufacturing specifications and procedures without incurring any responsibility for modifying previously shipped products.
12. **MOUNTING PRICES.** Mounting prices assumes normal factory installation on a truck chassis suitable for the unit purchased. Relocation of batteries, gas tanks, mufflers, air tanks, etc. will be an additional charge, billed at the standard factory labor rate.
13. **WARRANTY.** GapVax Inc. warrants its products to be free from defects in material and workmanship, subject to the limitations and conditions set forth in its current published warranty but makes no warranty of merchantability or fitness for any particular purpose. GapVax Inc. does not assume liability for any loss of product, time or any direct, indirect, or consequential damage, losses or delay or any nature whatsoever. No warranty, express or implied, is made or authorized to be made and no obligation is assumed or authorized to be assumed with respect to products of GapVax Inc. other than that set forth in the current, published warranty. It is to be understood that the acceptance of this order is expressly conditioned upon your acceptance of GapVax Inc. standard written warranty for the products sold hereunder. GapVax Inc. hereby disclaims any responsibility or liability for any consequential losses, delays or downtime resulting from orders hereunder the use of its products. GapVax does not and will not warrant any tank coating or tank lining. PTO damage is not covered when the PTO protection system or low water shut down system is not selected / installed / and operational. GapVax does not and will not warrant any water system component(s) that show any sign or indication of ice or freeze damage.
14. This agreement shall be construed according to the laws of the State of Pennsylvania. Our failure at any time to exercise any right we may have under the agreement shall not constitute a waiver thereof nor prejudice our right to enforce same thereafter.
15. This order, including the above terms and conditions contains the complete and final agreement between the parties hereto and no other agreement in any way modifying any of said terms and conditions will be binding on us unless in writing and agreed to by authorized representative of this company.



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE:
SUBJECT: RESOLUTION TO PURCHASE TWO (2) 2023 INTERNATIONAL CV515 HEAVY DUTY UTILITY TRUCKS AND ONE SNOW PLOW ATTACHMENT

RECOMMENDATION:

COUNCIL APPROVES A RESOLUTION TO PURCHASE TWO (2) 2023 INTERNATIONAL CV515 HEAVY DUTY UTILITY TRUCKS AND ONE SNOW PLOW ATTACHMENT FOR A TOTAL SOURCEWELL COOPERATIVE PURCHASING PRICE OF \$218,435.95 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM RUSH TRUCK CENTERS OF LOWELL AR AND APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

Both Transportation and Water / Sewer Division have expansion units budgeted to be purchased for fiscal year 2023. The Transportation expansion unit is a 4x4 dump body with an attached snow plow and Water Sewer Department's is a 4x4 Utility body.

DISCUSSION:

Both trucks were originally budgeted to be Ford F550 4x4's, but due to Ford canceling Super Duty government contracts and being unavailable for purchase, the best alternative is the International CV515. Both these make and model trucks will be new to the City of Fayetteville Fleet Division and may be considered for future extreme duty circumstances.

BUDGET/STAFF IMPACT:

Both Trucks are over the forecasted budget allocation, a budget adjustment is attached for your approval. Both Trucks were approved at the May 9th Equipment Committee.

ATTACHMENTS: 2023-743 SRF CV Utility Trucks, 2023-743 BA WSEW_F105 & TRAN_F128 exp, TRANS CV Dump-Plow Truck, W-S CV Utility Body



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-743

RESOLUTION TO PURCHASE TWO (2) 2023 INTERNATIONAL CV515 HEAVY DUTY UTILITY TRUCKS AND ONE SNOW PLOW ATTACHMENT

A RESOLUTION TO APPROVE THE PURCHASE OF TWO INTERNATIONAL HEAVY DUTY UTILITY TRUCKS AND ONE SNOW PLOW ATTACHMENT FROM RUSH TRUCK CENTERS OF ARKANSAS, INC. FOR THE TOTAL AMOUNT OF \$218,435.95 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of two International CV515 Heavy Duty Utility Trucks and one snow plow attachment from Rush Truck Centers of Arkansas, Inc. for the total amount of \$218,435.95 plus any applicable taxes and freight charges, and further authorizes the Mayor to sign the quote and any other documents necessary to effectuate the purchase.

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

City of Fayetteville Staff Review Form

2023-743

Item ID

6/6/2023

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

Ross Jackson

5/10/2023

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL APPROVES A RESOLUTION TO PURCHASE TWO (2) 2023 INTERNATIONAL CV515 HEAVY DUTY UTILITY TRUCKS AND ONE SNOW PLOW ATTACHMENT FOR A TOTAL SOURCEWELL COOPERATIVE PURCHASING PRICE OF \$218,435.95 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM RUSH TRUCK CENTERS OF LOWELL AR AND APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02078.2023

Fleet - Light & Medium Utility Vehicles

02079.2023

Fleet - Heavy Duty Utility Vehicles

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 932,418.00

Expenses (Actual+Encum)

\$ 153,882.16

Available Budget

\$ 778,535.84

Does item have a direct cost? Yes

Item Cost

\$ 218,435.95

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 68,436.00

Remaining Budget

\$ 628,535.89

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year 2023	Division /Org2 FLEET OPERATIONS (770) Requestor: Ross Jackson	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

COUNCIL APPROVES A RESOLUTION TO PURCHASE TWO (2) 2023 INTERNATIONAL CV515 HEAVY DUTY UTILITY TRUCKS AND ONE SNOW PLOW ATTACHMENT FOR A TOTAL SOURCEWELL COOPERATIVE PURCHASING PRICE OF \$218,435.95 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM RUSH TRUCK CENTERS OF LOWELL AR AND APPROVE A BUDGET ADJUSTMENT. (WSEW_F105/#3025; TRAN_F128/#3026)

RESOLUTION/ORDINANCE	COUNCIL DATE:	6/6/2023
	ITEM ID#:	2023-743
	<i>Holly Black</i>	
	<i>5/10/2023 11:47 AM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/

TOTAL	136,872	136,872	v.2023424			
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
9700.770.1920-5802.00	28,810	-	02079	2023	EX	Vehicles & Equipment - base
9700.770.1920-6602.40	-	28,810	02079	2023	RE	Transfer from Fund - Water & Sewer
5400.720.4000-7602.70	28,810	-	59700	5400	EX	Transfers To Funds - Shop
5400.720.4000-4999.99	-	28,810			RE	Use Fund Balance - Current
	-	-				
9700.770.1920-5802.00	39,626	-	02078	2023	EX	Vehicles & Equipment - base
9700.770.1920-6602.10	-	39,626	02078	2023	RE	Transfer from Fund - Street
2100.410.4120-7602.70	39,626	-	59700	2100	EX	Transfers To Funds - Shop
2100.410.4100-4999.99	-	39,626			RE	Use Fund Balance - Current
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcwell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Truck. If you have any questions regarding enrollment in Sourcwell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcwell Member:	City of Fayetteville (Sourcwell #34143)	Rush Truck Center Lowell
Contact:	Ross Jackson	Ryan Lynch
Address:	1525 Happy Hollow Rd.	
City/State/Zip:	Fayetteville, AR 72701	
Phone:	479-879-6221	
Email:	rjackson@fayetteville-ar.gov	

Proposal Number	3574
Date	4/28/2023
Quantity of this Specification	1
Single Sourcwell Transaction Total Volume	2

Chassis			
New 2023 International CV515 Chassis		\$	67,338.00
Base Chassis List	\$ 51,683.00		
Options List	\$ 15,655.00		
Sourcwell Contract Discount	\$ 6,000.00	\$	(6,000.00)
Volume Incentive		\$	-
Freight		\$	1,950.00
Raw Material Increase		\$	3,500.00
Chassis Handling Fee (Limited to \$1000)		\$	1,000.00
Net Sourcwell Chassis Price		\$	67,788.00
Sourcwell Partner Body			
		\$	-
		\$	-
	4.00%	\$	-
Non-Sourcwell Dealer Supplied Body			
Nichols 12' Dump		\$	26,963.00
		\$	-
Handling Fee	5.00%	\$	1,348.15
Additional Post Build Work			
RTC Lowell Install Meyer 9' Lot Pro Snow Plow		\$	10,577.00
		\$	-
		\$	-
Handling Fee	5.00%	\$	528.85
Service Contracts			
ESC Warranty- Feature Code: 40PNG 60mo		\$	3,974.00
		\$	-
		\$	-
Additional Freight			
Freight from body company		\$	1,500.00
		\$	-
Additional Floorplan			
Body and snow plow install lead times		\$	1,947.00
		\$	-
Additional Fees & Taxes			
		\$	-
		\$	-
		\$	-
Total Sourcwell Customer Price FOB Nichols Fleet Eq/ RTC		\$	114,626.00

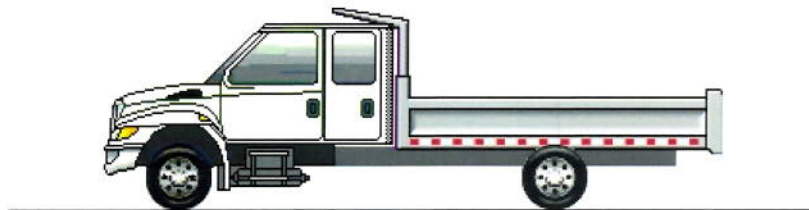
Additional Sourcwell Qualified Content	
Customer Parts Credit - Fleet Charge only	\$200
Silver Package Award	\$1,200
Terms:	Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcwell pricing quoted above. Dealer placing a new orders for the Sourcwell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset. Once a firm build date has been established, dealer will provide the Sourcwell Member approved pricing and a final purchase order can be accepted with firm pricing. Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.



Prepared For:
 CITY OF FAYETTEVILLE
 Jesse Beeks
 113 WEST MOUNTAIN
 FAYETTEVILLE, AR 72701-
 (479)575 - 8289
 Reference ID: MH302564

Presented By:
 RUSH TRK CTR OF AR
 Billy Mathews
 807 S BLOOMINGTON ST.
 LOWELL AR 72745 - 9667
 (479)770-1200

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2023 CV515 SFA (CV515)

AXLE CONFIG:	4X4
APPLICATION:	Stake Flat
MISSION:	Requested GVWR: 19500. Calc. GVWR: 19500. Calc. GCWR: 30000 Calc. Start / Grade Ability: 42.68% / 2.88% @ 55 MPH Calc. Geared Speed: 103.2 MPH
DIMENSION:	Wheelbase: 199.00, CA: 83.80, Axle to Frame: 63.00
ENGINE, DIESEL:	{International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 1750 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max, On/Off Highway
AXLE, FRONT DRIVING:	{Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting
AXLE, REAR, SINGLE:	{Dana Spicer S14-110} Single Reduction, 13,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.30
CAB:	Conventional 6-Man Crew Cab
TIRE, FRONT:	(2) 225/70R19.5 Load Range G G647 RSS (GOODYEAR), 640 rev/mile, 87 MPH, All-Position
TIRE, REAR:	(4) 225/70R19.5 Load Range G FUEL MAX RTD (GOODYEAR), 643 rev/mile, 87 MPH, Drive
SUSPENSION, REAR, SINGLE:	13,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100CX Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
CV51500	Base Chassis, Model CV515 SFA with 199.00 Wheelbase, 83.80 CA, and 63.00 Axle to Frame.	4671/2886	7557
1ANB	AXLE CONFIGURATION (Navistar) 4x4	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
12GAG	ENGINE, DIESEL (International 6.6) EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)	0/0	0
	<u>Includes</u> : GLOW PLUG Automatic with Indicator Light : OIL FILTER, ENGINE Spin-On Type		
12XCU	CARB EMISSION WARR COMPLIANCE for International 6.6 Engines	0/0	0
12WZJ	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	0/0	0
12VJP	EMISSION, CALENDAR YEAR (International 6.6) EPA, OBD and GHG Certified for Calendar Year 2023	0/0	0
12XZD	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 730 SqIn Louvered, with 578 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0
12TTM	FAN DRIVE Viscous Type, Screw On, Rear Tether, Electronically Controlled	0/0	0
12VGC	AIR CLEANER Single Element, with Water Separator	0/0	0
12X8L	BLOCK HEATER, ENGINE 120V/800W	0/0	0
12WUU	GOVERNOR Electronic Road Speed Type, with 75 MPH Default	0/0	0
12WGG	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic Controlled, On/Off Switch Mounted on Dash, with Steering Wheel Button Control	0/0	0
13BAR	TRANSMISSION, AUTOMATIC (Allison 1750 RDS) 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max, On/Off Highway	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13XAK	PTO LOCATION Customer Intends to Install PTO at Right Side of Transmission	0/0	0
13WYY	SHIFT CONTROL PARAMETERS (Allison) 1000 or 2000 Series Transmissions, Performance Programming	0/0	0
13TLP	TRANSFER CASE (Meritor MTC-3203) 2-Speed, Gear Drive, 3,000 lb-ft Torque Rating, Less PTO Provision, Electric Shift Control	159/29	188
	<u>Notes</u> : Transfer Case Includes 40W Synthetic Lube		
14ACW	AXLE, REAR, SINGLE (Dana Spicer S14-110) Single Reduction, 13,500-lb Capacity, 190 Wheel Ends, Gear Ratio: 4.30	0/0	0
14SAC	SUSPENSION, REAR, SINGLE 13,500-lb Capacity, Vari-Rate Springs	0/60	60
2EWA	AXLE, FRONT DRIVING (Dana Spicer 60-256) Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting	155/0	155

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
2WLC	AXLE, FRONT DRIVING, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints	0/0	0
3AJN	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 7,500-lb Capacity, with Shock Absorbers	31/0	31
16196	CAB Conventional 6-Man Crew Cab	336/230	566
	Includes		
	: CAB DOOR LOCKS Power Door Locks All Doors		
	: DOME LIGHT, CAB with OFF/DOOR/ON Settings; Located in Overhead Console		
	: READING LIGHT, CAB Located in Overhead Console		
	: STEP (4) One Step Per Door		
	: STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door		
16XCP	AIR BAG, FRONT, DRIVER SIDE	0/0	0
16XCR	AIR BAG, FRONT, PASSENGER SIDE	0/0	0
16XDE	AIR BAG, SIDE, DRIVER Seat Mounted, Outboard Side-Impact Airbag	0/0	0
16XDG	AIR BAG, SIDE, PASSENGER Seat Mounted, Outboard Side-Impact Airbag	0/0	0
16XDH	AIR BAG, SIDE CURTAIN Roof Mounted, for Front and Rear Outboard Seating Positions for Driver and Passenger Sides	0/0	0
16XZA	AIR CONDITIONER with Heater, Single Zone	0/0	0
16VKM	CAB INTERIOR TRIM Diamond, for Crew Cab	0/0	0
16CEM	COLOR, INTERIOR Dark Ash	0/0	0
16HLY	GAUGE CLUSTER English Speedometer, Includes English Odometer; Includes 4.2" Color Display with Personalization, Warning Messages and Vehicle Information	0/0	0
16BBA	GLASS, ALL WINDOWS Solar Absorbing, Tint	0/0	0
16XAL	KEYLESS ENTRY SYSTEM REMOTE with Panic Alarm and Horn Beep Lock Confirmation, Includes Two Key Fob Transmitters	0/0	0
16ACC	MIRROR, INSIDE REAR VIEW with Automatic Dimming	0/0	0
16SPT	MIRRORS (2) Manual Folding and Extending, Power Adjust, Heated, Turn Signal Indicator Located in Mirror, Bright Heads and Arms, for 96" Load Width	5/0	5
16KVU	SEAT, DRIVER High Back with Integral Headrest, 10-Way Power Adjustable, Cloth, Power Lumbar	0/0	0
16LVP	SEAT, TWO-MAN PASSENGER High Back with Integral Headrest in Outboard Position, Center Fold-Down Armrest with Storage, Cloth, with Recline	0/0	0
16KZB	SEAT, REAR BENCH, Cloth	0/0	0
16XCS	SUN VISOR, INTERIOR with Illuminated Mirror for Driver and Passenger Sides	0/0	0
16XCT	WINDOW, POWER (4) in Left and Right Doors, Front and Rear	0/0	0
1CGH	FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield), Straight Top Flange with Contoured Bottom, Height Transitions from 7.375" (187.325mm) to 9.125" (231.775mm) to 7.625" (193.675mm); Width: 3.079" (78.21mm); Thickness: 0.3125" (7.94mm); 383.3" (9735.8mm) Max OAL	81/121	202
1LNZ	BUMPER, FRONT Contoured, Steel, Chrome Plated, for CV and RE Bus	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
1WND	AF RANGE 50" (128cm) Through and Including 75" (190cm)	0/0	0
1WEC	WHEELBASE RANGE 185" (470cm) Through and Including 236" (600cm)	10/30	40
4240	BRAKE SYSTEM, HYDRAULIC (Bosch) Split System, with Four Channel ABS, Traction Control, Electronic Stability Control, Hydromax Brake Booster with High Speed Master Cylinder and Trailer Sway Control	0/0	0
4GBJ	BRAKE, PARKING (Bosch) DSSA Type, 12" x 3", for Hydraulic Brake Chassis; Foot Operated in Cab; Differential Mounted	0/0	0
4XCU	BRAKES, FRONT (Meritor Quadraulic) Hydraulic Disc Type, with Four 64mm Diameter Pistons, 8,000-lb Capacity	0/0	0
4EVD	DUST SHIELDS, FRONT BRAKE for Hydraulic Brakes	0/0	0
4XCV	BRAKES, REAR (Meritor Quadraulic) Hydraulic Disc Type, with Four 64mm Diameter Pistons, 15,500-lb Capacity per Axle	0/0	0
4EVE	DUST SHIELDS, REAR BRAKE for Hydraulic Brakes	0/0	0
5PSS	STEERING GEAR (Bosch S2 8014 Plus) Power	0/0	0
5708	STEERING COLUMN Tilting	0/0	0
5CBH	STEERING WHEEL 4-Spoke, 15" Dia., Black, Leather Wrapped	0/0	0
6DHD	DRIVELINE SYSTEM (Dana Spicer) SPL100 Main Driveline, Direct Mount Transfer Case to Transmission, SPL70 Driveline to Front Axle, for 4x4	0/2	2
7BLL	EXHAUST SYSTEM Horizontal, Frame Mounted Right Side, Under Rail, for Single Exhaust	0/0	0
7SDS	ENGINE EXHAUST BRAKE for International 6.6 Engine	0/0	0
7XAA	MANUAL REGEN Capability	0/0	0
8002	ELECTRICAL SYSTEM 12-Volt for CV Model <u>Includes</u> : HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : TURN SIGNALS, FRONT Includes Reflectors and Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Integral with Turn Signal Lever	0/0	0
8GJA	ALTERNATOR (Denso SC2) Brush Type, 12 Volt, 150 Amp Capacity	0/0	0
8VVB	BATTERY BOX Steel, with Plastic Cover, 2 Battery Capacity, Parallel to Rail, 28" Wide, Mounted Left Side Under Cab	0/0	0
8MVZ	BATTERY SYSTEM (VARTA) Maintenance-Free, (2) 12-Volt 1100CCA Total, Top Threaded Stud	0/0	0
8XJV	CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Flush Mounted on Cab	0/0	0
8RNS	COMPACT DISC PLAYER with MP3	2/0	2
8XJM	HEADLIGHTS Halogen, Composite Aero Design, Chrome Trim Bezel, with Daytime Running Lights	0/0	0
8VAY	HORN, ELECTRIC Disc Style	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8RNW	RADIO AM/FM/Bluetooth/USB Input/Auxiliary Input/SD Card Slot, with 8" Color Touch Panel Display, Voice Activated Technology	0/0	0
8RNU	SPEAKERS (6)	2/0	2
8XJW	STARTING MOTOR 12 Volt	0/0	0
8TUL	STOP, TURN, TAIL & B/U LIGHTS Multi-Function, Sealed, Incandescent Stop, Turn and Tail Lights, Backup Lights with Rear Reflex Reflector, Includes License Plate Light	0/0	0
8XJP	SWITCH, AUXILIARY 1 to 4 Latching Switches with 30-Amp Fuses	0/0	0
8HBW	TRAILER BRAKE CONTROL Integrated	14/5	19
8TRA	TRAILER CONNECTION SOCKET Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	-2/8	6
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction	0/0	0
9WAC	BUG SCREEN Mounted Behind Grille	0/0	0
9WBN	FENDER EXTENSIONS Painted	0/0	0
9HCG	GRILLE Chrome, with Chrome Headlight Bezels	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
10JPA	CUSTOMER IDENTITY for Sourcewell	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10XAW	GVWR WEIGHT CLASSIFICATION Class 5 (16,001-19,500 lbs)	0/0	0
15SZN	FUEL TANK Top Draw, Plastic, Rectangular, 17" Tank Depth, 40 US Gal (151L), Includes Auxiliary Draw Port and Fuel Filler Assembly, Mounted Between Frame Rails and Behind Rear Axle	0/0	0
15WDZ	DEF TANK 6.75 US Gal (26L) Capacity, Frame Mounted Outside Right Rail, Under Cab	0/0	0
27DVT	WHEELS, FRONT (Alcoa 76543) DISC; 19.5x6.75 Rims, Mirror Polish Aluminum, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-62/0	-62
7779440101	(2) TIRE, FRONT 225/70R19.5 Load Range G G647 RSS (GOODYEAR), 640 rev/mile, 87 MPH, All-Position	4/0	4
28DVT	WHEELS, REAR (Alcoa 76543) DUAL DISC; 19.5" Mirror Polish Aluminum Outer Wheel and Steel Inner Wheel, 8-Stud (275MM BC) Hub Piloted, Flanged Nut, Metric Mount, 6.75 Rims; with Steel Hubs	0/-125	-125
7779448137	(4) TIRE, REAR 225/70R19.5 Load Range G FUEL MAX RTD (GOODYEAR), 643 rev/mile, 87 MPH, Drive	0/8	8
29PBZ	COATING IDENTITY, FRONT WHEELS (Alcoa Dura-Bright XBR/EVO) Disc Front Wheels, Aluminum, with Vendor Applied Treatment, Not for Wide Base	0/0	0
29PBY	COATING IDENTITY, REAR WHEELS (Alcoa Dura-Bright XBR/EVO) Disc Rear Wheels, Aluminum, with Vendor Applied Treatment, Not for Super Single/Wide Base	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
Services Section:			
40131	WARRANTY Standard for CV515, Effective with Vehicles Built December 3, 2018 or Later, CTS-3000A	0/0	0
40SYA	SRV CONTRACT, EXT ENGINE (Navistar) To 60-Month/100,000 Miles (160,000 km), Engine and Powertrain Coverage for International 6.6 Powered Unit	0/0	0
Total Component Weight:		5406/3254 (lbs)	8660 (lbs)
<i>Warranty - Replacing with 40PNG 60mo</i>		(lbs)	(lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Truck. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcewell Member:	City of Fayetteville (Sourcewell #34134)	Rush Truck Centers Lowell
Contact:	Ross Jackson	Ryan Lynch
Address:	1525 Happy Hollow Rd	
City/State/Zip:	Fayetteville, AR 72701	
Phone:	479-879-6221	
Email:	rjackson@fayetteville-ar.gov	

Proposal Number	3575
Date	5/1/2023
Quantity of this Specification	1
Single Sourcewell Transaction Total Volume	2

Chassis		
New 2023 International CV515 Chassis		\$ 67,338.00
Base Chassis List	\$ 51,683.00	
Options List	\$ 15,655.00	
Sourcewell Contract Discount	\$ 6,000.00	\$ (6,000.00)
Volume Incentive		\$ -
Freight		\$ 1,950.00
Raw Material Increase		\$ 3,500.00
Chassis Handling Fee (Limited to \$1000)		\$ 1,000.00
Net Sourcewell Chassis Price		\$ 67,788.00
Sourcewell Partner Body		
		\$ -
		\$ -
	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
Nichols Reading Utility Body		\$ 26,739.00
		\$ -
Handling Fee	5.00%	\$ 1,336.95
Additional Post Build Work		
PDI/Locals		\$ 500.00
		\$ -
		\$ -
Handling Fee	5.00%	\$ 25.00
Service Contracts		
ESC Warranty 40PNG Bumper to Bumper		\$ 3,974.00
		\$ -
		\$ -
Additional Freight		
Move from body builder		\$ 1,500.00
		\$ -
Additional Floorplan		
Body install		\$ 1,947.00
		\$ -
Additional Fees & Taxes		
		\$ -
		\$ -
		\$ -
Total Sourcewell Customer Price FOB Nichols Fleet Equipment		\$ 103,809.95

Additional Sourcewell Qualified Content	
Customer Parts Credit - Fleet Charge only	\$200
Silver Package Award	\$1,200

Terms:	Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.
	Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.
	Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.
	Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

Customer Proposal Letter

City of Fayetteville
1525 Happy Hollow Rd
Fayetteville, AR 72701

Thank you for trusting us with your business. Please review the proposal below, and if you approve, sign and return to us at your convenience. We look forward to working with you and will continue to do our best to earn your trust now and in the future.

VEHICLE INFORMATION

Year 2023 Make International Model CV515 Stock # TBD Serial # TBD

Additional Vehicle Details: Service Body Package and accessories \$26,739.00

Freight from body builder to Rush \$1,500.00

[illegible]**Sales Representative**

Signature _____

Billy Mathews:

Printed Name _____

Date _____

Purchaser

Signature _____

Printed Name / Title

Date _____

Accepted by Sales Manager
or General Manager:

Signature _____

Printed Name: _____

Date _____

Quote good until 2/15/2023

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

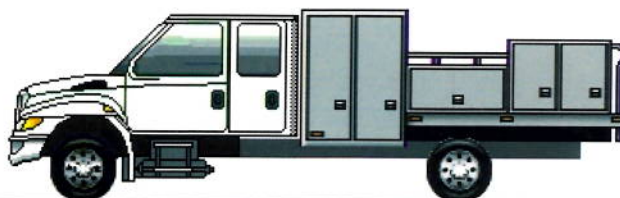
DISCLAIMER: Any order based on this Proposal is subject to Customer executing Dealer's standard form Retail Sales Order and other required documents incorporating the above terms. Any documentary fees, FET, state tax, title, registration and license fees subject to adjustment and change. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer is not obligated to retain any specific vehicles in stock, nor maintain specific inventory levels. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) is not in stock or available within requested delivery schedule. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer and Dealer reserves the right to change Quotation Total to reflect any price increases from Manufacturer. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s). Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of the Trade Vehicle by Customer.

⁽¹⁾ Includes subscription period for # of specified months. ⁽²⁾ Customer's use of RushCare Service is governed by the RushCare User Agreement located at <https://www.rushtruckcenters.com/rushcare-user-agreement>. ⁽³⁾ Customer's use of Telematics Services is governed by separate 3rd party license terms and Rush is not liable for the Telematics Service. ⁽⁴⁾ Gap Coverage is provided and administered by an independent 3rd party provider under a separate contract directly between Customer and the 3rd party provider.

Prepared For:
CITY OF FAYETTEVILLE
Jesse Beeks
113 WEST MOUNTAIN
FAYETTEVILLE, AR 72701-
(479)575 - 8289
Reference ID: MH302564

Presented By:
RUSH TRK CTR OF AR
Billy Mathews
807 S BLOOMINGTON ST.
LOWELL AR 72745 - 9667
(479)770-1200

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2023 CV515 SFA (CV515)

AXLE CONFIG:	4X4
APPLICATION:	Service Body
MISSION:	Requested GVWR: 19500. Calc. GVWR: 19500. Calc. GCWR: 30000 Calc. Start / Grade Ability: 42.68% / 2.88% @ 55 MPH Calc. Geared Speed: 103.2 MPH
DIMENSION:	Wheelbase: 199.00, CA: 83.80, Axle to Frame: 63.00
ENGINE, DIESEL:	{International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 1750 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max, On/Off Highway
AXLE, FRONT DRIVING:	{Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting
AXLE, REAR, SINGLE:	{Dana Spicer S14-110} Single Reduction, 13,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.30
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TIRE, FRONT:	(2) 225/70R19.5 Load Range G G647 RSS (GOODYEAR), 640 rev/mile, 87 MPH, All-Position
TIRE, REAR:	(4) 225/70R19.5 Load Range G FUEL MAX RTD (GOODYEAR), 643 rev/mile, 87 MPH, Drive
SUSPENSION, REAR, SINGLE:	13,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100CX Location 1: 9219, Winter White (Std) Chassis schematic N/A

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
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	<u>Notes</u> : Pricing may change if axle configuration is changed.		
12GAG	ENGINE, DIESEL {International 6.6} EPA 2021, 350HP @ 2700 RPM, 700 lb-ft Torque @ 1600 RPM, 2900 RPM Governed Speed, 350 Peak HP (Max)	0/0	0
	<u>Includes:</u> : GLOW PLUG Automatic with Indicator Light : OIL FILTER, ENGINE Spin-On Type		
12XCU	CARB EMISSION WARR COMPLIANCE for International 6.6 Engines	0/0	0
12WZJ	CARB IDLE COMPLIANCE Low NOx Idle Engine, Complies with California Clean Air Regulations; Includes "Certified Clean Idle" Decal located on Driver Door	0/0	0
12VJP	EMISSION, CALENDAR YEAR {International 6.6} EPA, OBD and GHG Certified for Calendar Year 2023	0/0	0
12XZD	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 730 SqIn Louvered, with 578 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0
12TTM	FAN DRIVE Viscous Type, Screw On, Rear Tether, Electronically Controlled	0/0	0
12VGC	AIR CLEANER Single Element, with Water Separator	0/0	0
12XBL	BLOCK HEATER, ENGINE 120V/800W	0/0	0
12WJU	GOVERNOR Electronic Road Speed Type, with 75 MPH Default	0/0	0
12WGG	THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic Controlled, On/Off Switch Mounted on Dash, with Steering Wheel Button Control	0/0	0
13BAR	TRANSMISSION, AUTOMATIC {Allison 1750 RDS} 6th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Park Pawl, with 19,500-lb GVW and 37,500-lb GCW Max, On/Off Highway	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0
13XAK	PTO LOCATION Customer Intends to Install PTO at Right Side of Transmission	0/0	0
13WYY	SHIFT CONTROL PARAMETERS {Allison} 1000 or 2000 Series Transmissions, Performance Programming	0/0	0
13TLP	TRANSFER CASE {Meritor MTC-3203} 2-Speed, Gear Drive, 3,000 lb-ft Torque Rating, Less PTO Provision, Electric Shift Control	159/29	188
	<u>Notes</u> : Transfer Case Includes 40W Synthetic Lube		
14ACW	AXLE, REAR, SINGLE {Dana Spicer S14-110} Single Reduction, 13,500-lb Capacity, 190 Wheel Ends, Gear Ratio: 4.30	0/0	0
14SAC	SUSPENSION, REAR, SINGLE 13,500-lb Capacity, Vari-Rate Springs	0/60	60
2EWA	AXLE, FRONT DRIVING {Dana Spicer 60-256} Single Reduction, 7,500-lb Capacity, with Hub Piloted Wheel Mounting	155/0	155

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
2WLC	AXLE, FRONT DRIVING, LUBE (EmGard FE-75W-90) Synthetic Oil; 1 thru 29.99 Pints	0/0	0
3AJN	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackie Type; 7,500-lb Capacity, with Shock Absorbers	31/0	31
16196	CAB Conventional 6-Man Crew Cab	336/230	566
	<u>Includes</u>		
	: CAB DOOR LOCKS Power Door Locks All Doors		
	: DOME LIGHT, CAB with OFF/DOOR/ON Settings; Located in Overhead Console		
	: READING LIGHT, CAB Located in Overhead Console		
	: STEP (4) One Step Per Door		
	: STORAGE POCKET, DOOR (2) Full Length, Driver and Passenger Door		
16XCP	AIR BAG, FRONT, DRIVER SIDE	0/0	0
16XCR	AIR BAG, FRONT, PASSENGER SIDE	0/0	0
16XDE	AIR BAG, SIDE, DRIVER Seat Mounted, Outboard Side-Impact Airbag	0/0	0
16XDG	AIR BAG, SIDE, PASSENGER Seat Mounted, Outboard Side-Impact Airbag	0/0	0
16XDH	AIR BAG, SIDE CURTAIN Roof Mounted, for Front and Rear Outboard Seating Positions for Driver and Passenger Sides	0/0	0
16XZA	AIR CONDITIONER with Heater, Single Zone	0/0	0
16VKM	CAB INTERIOR TRIM Diamond, for Crew Cab	0/0	0
16CEM	COLOR, INTERIOR Dark Ash	0/0	0
16HLY	GAUGE CLUSTER English Speedometer, Includes English Odometer; Includes 4.2" Color Display with Personalization, Warning Messages and Vehicle Information	0/0	0
16BBA	GLASS, ALL WINDOWS Solar Absorbing, Tint	0/0	0
16XAL	KEYLESS ENTRY SYSTEM REMOTE with Panic Alarm and Horn Beep Lock Confirmation, Includes Two Key Fob Transmitters	0/0	0
16ACC	MIRROR, INSIDE REAR VIEW with Automatic Dimming	0/0	0
16SPT	MIRRORS (2) Manual Folding and Extending, Power Adjust, Heated, Turn Signal Indicator Located in Mirror, Bright Heads and Arms, for 96" Load Width	5/0	5
16KVU	SEAT, DRIVER High Back with Integral Headrest, 10-Way Power Adjustable, Cloth, Power Lumbar	0/0	0
16LVP	SEAT, TWO-MAN PASSENGER High Back with Integral Headrest in Outboard Position, Center Fold-Down Armrest with Storage, Cloth, with Recline	0/0	0
16KZB	SEAT, REAR BENCH, Cloth	0/0	0
16XCS	SUN VISOR, INTERIOR with Illuminated Mirror for Driver and Passenger Sides	0/0	0
16XCT	WINDOW, POWER (4) in Left and Right Doors, Front and Rear	0/0	0
1CGH	FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield), Straight Top Flange with Contoured Bottom, Height Transitions from 7.375" (187.325mm) to 9.125" (231.775mm) to 7.625" (193.675mm); Width: 3.079" (78.21mm); Thickness: 0.3125" (7.94mm); 383.3" (9735.8mm) Max OAL	81/121	202
1LNZ	BUMPER, FRONT Contoured, Steel, Chrome Plated, for CV and RE Bus	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
1WND	AF RANGE 50" (128cm) Through and Including 75" (190cm)	0/0	0
1WEC	WHEELBASE RANGE 185" (470cm) Through and Including 236" (600cm)	10/30	40
4240	BRAKE SYSTEM, HYDRAULIC (Bosch) Split System, with Four Channel ABS, Traction Control, Electronic Stability Control, Hydromax Brake Booster with High Speed Master Cylinder and Trailer Sway Control	0/0	0
4GBJ	BRAKE, PARKING (Bosch) DSSA Type, 12" x 3"; for Hydraulic Brake Chassis; Foot Operated in Cab; Differential Mounted	0/0	0
4XCU	BRAKES, FRONT (Meritor Quadraulic) Hydraulic Disc Type, with Four 64mm Diameter Pistons, 8,000-lb Capacity	0/0	0
4EVD	DUST SHIELDS, FRONT BRAKE for Hydraulic Brakes	0/0	0
4XCV	BRAKES, REAR (Meritor Quadraulic) Hydraulic Disc Type, with Four 64mm Diameter Pistons, 15,500-lb Capacity per Axle	0/0	0
4EVE	DUST SHIELDS, REAR BRAKE for Hydraulic Brakes	0/0	0
5PSS	STEERING GEAR (Bosch S2 8014 Plus) Power	0/0	0
5708	STEERING COLUMN Tilting	0/0	0
5CBH	STEERING WHEEL 4-Spoke; 15" Dia., Black, Leather Wrapped	0/0	0
6DHD	DRIVELINE SYSTEM (Dana Spicer) SPL100 Main Driveline, Direct Mount Transfer Case to Transmission, SPL70 Driveline to Front Axle, for 4x4	0/2	2
7BLL	EXHAUST SYSTEM Horizontal, Frame Mounted Right Side, Under Rail, for Single Exhaust	0/0	0
7SDS	ENGINE EXHAUST BRAKE for International 6.6 Engine	0/0	0
7XAA	MANUAL REGEN Capability	0/0	0
8002	ELECTRICAL SYSTEM 12-Volt for CV Model	0/0	0
	<u>Includes</u>		
	: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: PARKING LIGHT PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: TURN SIGNALS, FRONT Includes Reflectors and Solid State Flashers; Flush Mounted		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature, Integral with Turn Signal Lever		
8GJA	ALTERNATOR (Denso SC2) Brush Type, 12 Volt, 150 Amp Capacity	0/0	0
8VVB	BATTERY BOX Steel, with Plastic Cover, 2 Battery Capacity, Parallel to Rail, 28" Wide, Mounted Left Side Under Cab	0/0	0
8MVZ	BATTERY SYSTEM (VARTA) Maintenance-Free, (2) 12-Volt 1100CCA Total, Top Threaded Stud	0/0	0
8XJV	CLEARANCE/MARKER LIGHTS (5) Amber LED Lights, Flush Mounted on Cab	0/0	0
8RNS	COMPACT DISC PLAYER with MP3	2/0	2
8XJM	HEADLIGHTS Halogen, Composite Aero Design, Chrome Trim Bezel, with Daytime Running Lights	0/0	0
8VAY	HORN, ELECTRIC Disc Style	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8RNV	RADIO AM/FM/Bluetooth/USB Input/Auxiliary Input/SD Card Slot, with 8" Color Touch Panel Display, Voice Activated Technology	0/0	0
8RNU	SPEAKERS (6)	2/0	2
8XJW	STARTING MOTOR 12 Volt	0/0	0
8TUL	STOP, TURN, TAIL & B/U LIGHTS Multi-Function, Sealed, Incandescent Stop, Turn and Tail Lights, Backup Lights with Rear Reflex Reflector, Includes License Plate Light	0/0	0
8XJP	SWITCH, AUXILIARY 1 to 4 Latching Switches with 30-Amp Fuses	0/0	0
8HBW	TRAILER BRAKE CONTROL Integrated	14/5	19
8TRA	TRAILER CONNECTION SOCKET Mounted at Rear of Frame, Wired for Turn Signals Combined with Stop, Compatible with Trailers with Combined Stop, Tail, Turn Lamps	-2/8	6
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction	0/0	0
9WAC	BUG SCREEN Mounted Behind Grille	0/0	0
9WBN	FENDER EXTENSIONS Painted	0/0	0
9HCG	GRILLE Chrome, with Chrome Headlight Bezels	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
10JPA	CUSTOMER IDENTITY for Sourcewell	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10XAW	GVWR WEIGHT CLASSIFICATION Class 5 (16,001-19,500 lbs)	0/0	0
15SZN	FUEL TANK Top Draw, Plastic, Rectangular, 17" Tank Depth, 40 US Gal (151L), Includes Auxiliary Draw Port and Fuel Filler Assembly, Mounted Between Frame Rails and Behind Rear Axle	0/0	0
15WDZ	DEF TANK 6.75 US Gal (26L) Capacity, Frame Mounted Outside Right Rail, Under Cab	0/0	0
27DVT	WHEELS, FRONT {Alcoa 76543} DISC; 19.5x6.75 Rims, Mirror Polish Aluminum, 8-Stud, 275mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-62/0	-62
7779440101	(2) TIRE, FRONT 225/70R19.5 Load Range G G647 RSS (GOODYEAR), 640 rev/mile, 87 MPH, All-Position	4/0	4
28DVT	WHEELS, REAR {Alcoa 76543} DUAL DISC; 19.5" Mirror Polish Aluminum Outer Wheel and Steel Inner Wheel, 8-Stud (275MM BC) Hub Piloted, Flanged Nut, Metric Mount, 6.75 Rims; with Steel Hubs	0/-125	-125
7779448137	(4) TIRE, REAR 225/70R19.5 Load Range G FUEL MAX RTD (GOODYEAR), 643 rev/mile, 87 MPH, Drive	0/8	8
29PBZ	COATING IDENTITY, FRONT WHEELS {Alcoa Dura-Bright XBR/EVO} Disc Front Wheels, Aluminum, with Vendor Applied Treatment, Not for Wide Base	0/0	0
29PBY	COATING IDENTITY, REAR WHEELS {Alcoa Dura-Bright XBR/EVO} Disc Rear Wheels, Aluminum, with Vendor Applied Treatment, Not for Super Single/Wide Base	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
	Services Section:		
40131	WARRANTY Standard for CV515, Effective with Vehicles Built December 3, 2018 or Later, CTS-3000A	0/0	0
40PNG	SRV CONTRACT, EXT ENGINE (Navistar) To 60-Month/100,000 Miles (160,000 km), Engine and Chassis Coverage for International 6.6 Powered Unit	0/0	0
	Total Component Weight:	5406/3254 (lbs)	8660 (lbs)
1	Nichols Reading Utility Body	0/0	0
	Total Body Allied:	0/0 (lbs)	0 (lbs)

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE:
SUBJECT: RUSH TRUCK CENTERS - INTERNATIONAL RECYCLE BODY TRUCKS

RECOMMENDATION:

COUNCIL APPROVES A RESOLUTION TO PURCHASE TWO (2) 2024 INTERNATIONAL MV607 RECYCLE BODY TRUCKS FOR A TOTAL SOURCEWELL COOPERATIVE PURCHASING PRICE OF \$499,990.56 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM RUSH TRUCK CENTERS OF LOWELL AR.

BACKGROUND:

Unit 4027 and 4028 are both 2016 Freightliner M2106 recycling trucks with a FASTER score of 12 points each. By summer of 2024 when both replacements are available, both units will be over their useful life.

DISCUSSION:

These units are both front line Recycle vehicles that are having increasing mechanical issues that cause intermittent service disruptions when they are down for repairs. It is essential to RTC's mission and essential trash and recycle collection that they be replaced in a timely manner to maintain service continuity. The Fleet Division recommends the replacement of both units. By approving these now, we are able to order them and begin having them built for FY24 delivery.

BUDGET/STAFF IMPACT:

Both units are budgeted for fiscal year 2024 replacement. Sufficient funds are currently within the budget to purchase them now. However, they will not be deliverable until Summer to Fall of 2024 and payment will not be made until delivery.

Both units were approved at the May 9th Equipment Committee.

ATTACHMENTS: SRF Kann Recycle Trucks, Recycle Truck Sourcewell Quote



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-742

RUSH TRUCK CENTERS - INTERNATIONAL RECYCLE BODY TRUCKS

A RESOLUTION TO APPROVE THE PURCHASE OF TWO INTERNATIONAL RECYCLE BODY TRUCKS FROM RUSH TRUCK CENTERS OF ARKANSAS, INC. FOR THE TOTAL AMOUNT OF \$499,990.56 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of two International MV607 Recycle Body Trucks from Rush Truck Centers of Arkansas, Inc. for the total amount of \$499,990.56 plus any applicable taxes and freight charges, and further authorizes the Mayor to sign the quote and any other documents necessary to effectuate the purchase.

City of Fayetteville Staff Review Form

2023-742

Item ID

6/6/2023

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

Ross Jackson

5/10/2023

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL APPROVES A RESOLUTION TO PURCHASE TWO (2) 2024 INTERNATIONAL MV607 RECYCLE BODY TRUCKS FOR A TOTAL SOURCEWELL COOPERATIVE PURCHASING PRICE OF \$499,990.56 PLUS APPLICABLE TAXES AND FREIGHT CHARGES FROM RUSH TRUCK CENTERS OF LOWELL AR.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02082

Recycling and Trash Vehicles

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,755,341.00

Expenses (Actual+Encum)

\$ 1,026,534.11

Available Budget

\$ 728,806.89

Does item have a direct cost? Yes

Item Cost

\$ 499,990.56

Is a Budget Adjustment attached? No

Budget Adjustment

Remaining Budget

\$ 228,816.33

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



International Trucks is pleased to provide you with this proposal compliant with all terms of the Sourcewell Vehicles and Chassis Contract #060920-NVS awarded to Navistar, Inc for new International Trucks. If you have any questions regarding enrollment in Sourcewell or detailed contract terms and conditions, please see your International Truck sales representative.

PROPOSAL PREPARED FOR:		PROPOSAL PREPARED BY:
Sourcewell Member:	City of Fayetteville (Sourcewell #34143)	Rush Truck Centers Lowell
Contact:	Ross Jackson	Ryan Lynch
Address:	1525 Happy Hollow Rd	
City/State/Zip:	Fayetteville, AR 72701	
Phone:	479-879-6221	
Email:	rjackson@fayetteville-ar.gov	

Proposal Number	3626
Date	4/27/2023
Quantity of this Specification	2
Single Sourcewell Transaction Total Volume	4

Chassis		
New 2024 International MV607 Chassis		\$ 139,845.00
Base Chassis List	\$ 108,628.00	
Options List	\$ 31,217.00	
Sourcewell Contract Discount	35.5%	\$ (49,644.98)
Volume Incentive		\$ -
Material Price Increases		\$ 1,500.00
Net Sourcewell Chassis Price		\$ 91,700.03
Sourcewell Partner Body		
		\$ -
Handling Fee	4.00%	\$ -
Non-Sourcewell Dealer Supplied Body		
Kann Manufacturing		\$ 105,635.00
Handling Fee	5.00%	\$ 5,281.75
Additional Post Build Work		
Fontaine - RH Standup Driver Cab Conversion		\$ 31,754.00
RTC Pre-Delivery		\$ 1,000.00
Handling Fee	5.00%	\$ 1,637.70
Service Contracts		
Allison 5 year (0040TVY)		\$ 2,232.00
2022 Cummins PP1 Ext Engine Warranty per spec from Ross J. (40VDH)		\$ 3,050.00
Extended vehicle coverage (40PTP code)		\$ 2,184.00
Additional Freight		
From Kann to RTC Lowell, AR		\$ 2,000.00
Additional Floorplan		
Estimated Floorplan based on lead times from Kann/Fontaine > 45		\$ 3,520.80
Additional Fees & Taxes		
		\$ -
		\$ -
		\$ -
Final Sourcewell Customer Price FOB Fontaine, Kann, RTC		\$ 249,995.28
Additional Sourcewell Qualified Content		
Customer Parts Credit - Fleet Charge only	\$200	
A26 Incremental Parts Credit - Fleet Charge only	\$200	
Silver Package Award	\$1,200	

Terms:

Stock unit in dealer's inventory, dealer will accept a final purchase order using the current Sourcewell pricing quoted above.

Dealer placing a new orders for the Sourcewell Member, the purchase order cannot be firmed up until the unit is slotted to build with a firm build date or lineset.

Once a firm build date has been established, dealer will provide the Sourcewell Member approved pricing and a final purchase order can be accepted with firm pricing.

Dealer cannot guarantee bodies and/or equipment pricing added to the chassis for a turnkey sale until chassis is lineset.

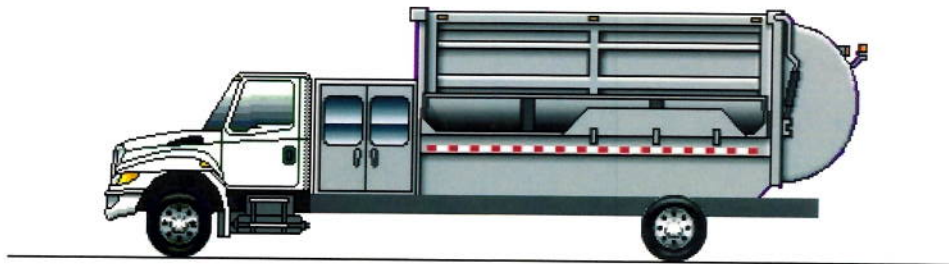
Prepared For:

CITY OF FAYETTEVILLE
 Ross Jackson
 113 WEST MOUNTAIN
 FAYETTEVILLE, AR 72701-
 (479)575 - 8289
 Reference ID: KANN

Presented By:

RUSH TRK CTR OF AR
 Billy Mathews
 807 S BLOOMINGTON ST.
 LOWELL AR 72745 - 9667
 (479)770-1200

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.



Model Profile
2024 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Recycler
MISSION:	Requested GVWR: 31000. Calc. GVWR: 31300. Calc. GCWR: 50000 Calc. Start / Grade Ability: 51.94% / 3.05% @ 55 MPH Calc. Geared Speed: 76.7 MPH
DIMENSION:	Wheelbase: 256.00, CA: 188.90, Axle to Frame: 75.00
ENGINE, DIESEL:	{Cummins B6.7 325} EPA 2021, 325HP @ 2400 RPM, 750 lb-ft Torque @ 1800 RPM, 2600 RPM Governed Speed, 325 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer S23-172D} Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends Gear Ratio: 5.57
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 255/70R22.5 Load Range H AH37 (HANKOOK), 562 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 255/70R22.5 Load Range H AH37 (HANKOOK), 562 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
MV60700	Base Chassis, Model MV607 SBA with 256.00 Wheelbase, 188.90 CA, and 75.00 Axle to Frame.	5354/2774	8128
1ANA	AXLE CONFIGURATION {Navistar} 4x2	0/0	0
	<u>Notes</u> : Pricing may change if axle configuration is changed.		
12ERM	ENGINE, DIESEL {Cummins B6.7 325} EPA 2021, 325HP @ 2400 RPM, 750 lb-ft Torque @ 1800 RPM, 2600 RPM Governed Speed, 325 Peak HP (Max)	0/0	0
12XCS	CARB EMISSION WARR COMPLIANCE Federal, Does Not Comply with CARB Emission Warranty	0/0	0
12WZE	CARB IDLE COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0
12VJG	EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2023	0/0	0
12XCE	RADIATOR Aluminum, 3-Row, Down Flow, Front to Back System, 738 SqIn Louvered, with 477 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler	0/0	0
12THT	FAN DRIVE {Horton Drivemaster} Two-Speed Type, Direct Drive, with Residual Torque Device for Disengaged Fan Speed	11/-1	10
	<u>Includes</u> : FAN Nylon		
12VCE	AIR CLEANER Single Element, Fire Retardant Media	0/0	0
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/-40 Degrees C, Freeze Protection	0/0	0
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines	3/0	3
	<u>Includes</u> : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door		
12XBM	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines	0/0	0
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines	0/0	0
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
12EMZ	VENDOR WARRANTY, ENGINE {Cummins} B6.7 Engine, 3-Year Unlimited Miles Standard Warranty	0/0	0
13BDR	TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway	240/43	283
13WUJ	ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS), Front Loaders, Rear Loaders, Recycling/Packer Trucks, Package Number 142	0/0	0
13AAZ	AUTOMATIC NEUTRAL Allison 3000 & 4000 Series Transmission Shifts to Neutral When Parking Brake is Engaged	0/0	0
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
13XAA	PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring	3/0	3
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission	0/0	0
13WYU	SHIFT CONTROL PARAMETERS (Allison) 3000 or 4000 Series Transmissions, Performance Programming	0/0	0
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
13WBL	TRANSMISSION SHIFT CONTROL (Allison) Push-Button, for Allison 3000 & 4000 Series Transmission	0/0	0
11001	CLUTCH Omit Item (Clutch & Control)	0/0	0
14AWK	AXLE, REAR, SINGLE (Dana Spicer S23-172D) Single Reduction, 23,000-lb Capacity, Driver Controlled Locking Differential, R Wheel Ends . Gear Ratio: 5.57	0/349	349
14VAH	SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/66	66
2ASC	AXLE, FRONT NON-DRIVING (Meritor MFS-12-122A) I-Beam Type, 12,000-lb Capacity	42/0	42
3ADC	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers	36/0	36
	<u>Includes</u> : SPRING PINS Rubber Bushings, Maintenance-Free		
3770	SPRINGS, FRONT AUXILIARY Rubber	10/0	10
16030	CAB Conventional, Day Cab	0/0	0
	<u>Includes</u> : CLEARANCE/MARKER LIGHTS (5) Flush Mounted		
16VBU	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab, Steps Mounted Independently to Frame on Passenger Side	6/4	10
16VKB	CAB INTERIOR TRIM Classic, for Day Cab	0/0	0
	<u>Includes</u> : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap		
16XCW	CAB, INTERIOR TRIM, CLOSEOUT Under IP, Driver Side	0/0	0
16VLM	CAB REAR SUSPENSION Rubber Suspension, for Low Cab Height	0/0	0
16VEX	CONTROLS, CENTER PANEL Includes Ignition Switch, Headlights and Power Mirror Controls Located in Center Panel	0/0	0
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood	1/0	1
16GED	GAUGE CLUSTER Base Level; English with English Electronic Speedometer	0/0	0
	<u>Includes</u> : GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear		

Code	Description	F/R Wt (lbs)	Tot Wt (lbs)
	Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/ Refill for : GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped) : WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)		
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
16BAL	HEATER	0/0	0
16XJN	INSTRUMENT PANEL Flat Panel	0/0	0
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
16SSS	MIRRORS (2) C-Loop, Power Adjust, Heated, Turn Signals, LED Clearance Lights, Bright Heads and Arms, 7" x 14.5" Flat Glass, Includes 8" x 6" Convex Mirrors, for 96" Load Width	0/0	0
	<u>Notes</u> : Mirror Dimensions are Rounded to the Nearest 0.5"		
16VCC	SEAT BELT All Orange; 1 to 3	0/0	0
16JNT	SEAT, DRIVER (National 2000) Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, with 2 Position Front Cushion Adjust, -3 to +14 Degree Angle Back Adjust	-15/-3	-18
16400	SEAT, PASSENGER Omit Item	0/0	0
16XCK	WINDOW, MANUAL (2) and Manual Door Locks, Left and Right Doors	0/0	0
1CAG	FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL	302/524	826
1WRN	BRACKET, CAB MOUNT Heavy Duty	15/2	17
1LNG	BUMPER, FRONT Contoured, Steel, Painted Gloss Black	0/0	0
1570	TOW HOOK, FRONT (2) Frame Mounted	8/0	8
1WEK	WHEELBASE RANGE 256" (650cm) Through and Including 311" (790cm)	416/-416	0
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	-37/-13	-50
	<u>Includes</u> : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob; Located on Instrument Panel : PARKING BRAKE VALVE For Truck : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
4AZJ	AIR BRAKE ABS (Bendix AntiLock Brake System) 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control	4/1	5
4GBM	BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake	1/0	1

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
4XCJ	BRAKES, FRONT (Bendix Spicer ADB22X) Air Disc Type, Extended Service, Size 22.5", 23,000-lb Capacity	147/0	147
4XDV	BRAKE CHAMBERS, FRONT AXLE 14 SqIn, for Air Disc Brakes	12/0	12
4WJJ	DUST SHIELDS, FRONT BRAKE Rotor, with Air Disc Brakes	5/0	5
4XCK	BRAKES, REAR (Bendix Spicer ADB22X) Air Disc Type, Extended Service, Size 22.5", 26,000-lb Capacity per Axle	0/143	143
4XDZ	BRAKE CHAMBERS, REAR AXLE 16/24 SqIn Spring Brake, Double Diaphragm, for Air Disc Brakes	0/30	30
4WJL	DUST SHIELDS, REAR BRAKE Rotor, with Air Disc Brakes	0/5	5
4SPA	AIR COMPRESSOR (Cummins) 18.7 CFM	37/1	38
4EDN	AIR DRYER (Bendix AD-9SI) with Heater, Includes Safety Valve	18/-1	17
4VLE	AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side	0/0	0
4VKJ	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail	37/20	57
4732	DRAIN VALVE (Berg) with Pull Chain, for Air Tank	0/0	0
5PSA	STEERING GEAR (Sheppard M100) Power	25/-3	22
5708	STEERING COLUMN Tilting	15/1	16
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
6DGL	DRIVELINE SYSTEM (Dana Spicer) Service Free SPL170, for 4x2/6x2	5/33	38
7BME	EXHAUST SYSTEM Horizontal Aftertreatment System, Frame Mounted Under Right Rail Back of Cab, Includes Single Short Horizontal Tail Pipe	0/0	0
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
	<u>Includes</u>		
	: DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab		
	: HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel		
	: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever		
	: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light		
	: STARTER SWITCH Electric, Key Operated		
	: STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector		
	: TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature		
	: TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted		
	: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever		
	: WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted		
	: WIRING, CHASSIS Color Coded and Continuously Numbered		
8WXD	ALARM, PARKING BRAKE Electric Horn Sounds in Repetitive Manner When Vehicle Park Brake is "NOT" Set, with Ignition "OFF" and any Door Opened	0/0	0
8GXD	ALTERNATOR (Leece-Neville AVI160P2013) Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense	0/0	0
8RPR	ANTENNA for Increased Roof Clearance Applications	1/0	1

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
8VUL	BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab	-6/14	8
8MSG	BATTERY SYSTEM (Fleetrite) Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	35/18	53
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn	2/0	2
8RNC	CB RADIO Accommodation Package, Header Mounted, Feeds from Accessory Side of Ignition Switch, Includes Power Source, Two Antennas and Antenna Bases with Wiring on Both Side Mirrors	37/2	39
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
8WPH	CLEARANCE/MARKER LIGHTS (5) (Truck Lite) Amber LED Lights, Flush Mounted on Cab or Sunshade	1/0	1
8XPB	HEADLIGHTS LED, with Daytime Running Lights	3/0	3
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on	0/0	0
8XHN	HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord	3/0	3
8540	HORN, ELECTRIC (2) Trumpet Style	0/0	0
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input	3/0	3
8RMV	SPEAKERS (2) 6.5" Dual Cone Mounted in Doors	5/0	5
8WTK	STARTING MOTOR (Delco Remy 38MT Type 300) 12 Volt, Less Thermal Over-Crank Protection	8/0	8
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
8VZK	TURN SIGNALS, FRONT Dual Face, LED, Amber/Red, Mounted on Top of Fender, Used with Standard Flush Mounted Front Turn Signal, Side Marker Lamps, Parking Lights and Reflectors	0/0	0
8TAD	VIDEO CAMERA WIRING Pre-Wire Only, for DriveCam Driver Monitoring System; Battery/Ignition Power and Vehicle Data Provided for Installer, Located in Center Panel, for Use with DC3P Camera	0/0	0
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
8WKR	WIRING, FEEDER DATA TERMINAL Cab Wiring for "Feeder Data Terminal" FDT System; Includes Extra 9-Pin Diagnostic Connector Located Behind the Instrument Panel	0/0	0
9WBW	FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes	0/0	0
9WBZ	BUG SCREEN Mounted Behind Grille and Bumper Grille	5/0	5
9WBN	FENDER EXTENSIONS Painted	0/0	0

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
9HCY	GRILLE Molded in Black, with Chrome Surround	0/0	0
9AAB	LOGOS EXTERIOR Model Badges	0/0	0
9AAE	LOGOS EXTERIOR, ENGINE Badges	0/0	0
10AGB	COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360	0/0	0
10JPA	CUSTOMER IDENTITY for Sourcewell	0/0	0
10RHE	DUAL DRIVE Customer Intends to Convert to In-Cab Dual Drive Positions	0/0	0
10BAE	LABEL, DEF "DEF ONLY"	0/0	0
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100	0/0	0
	<u>Includes</u> : PAINT SCHEMATIC ID LETTERS "WP"		
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
10SLV	PROMOTIONAL PACKAGE Government Silver Package	0/0	0
10WCY	SAFETY TRIANGLES	6/0	6
15SRE	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	23/6	29
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
15LMN	FUEL/WATER SEPARATOR (Racor 400 Series,) 12 VDC Electric Heater, Includes Pre-Heater, with Primer Pump, Includes Water-in-Fuel Sensor	-3/0	-3
15LRE	LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle	0/0	0
27DWP	WHEELS, FRONT (Maxion F22.53449) DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs	2/0	2
7752525809	(2) TIRE, FRONT 255/70R22.5 Load Range H AH37 (HANKOOK), 562 rev/mile, 75 MPH, All-Position	0/0	0
28DWP	WHEELS, REAR (Maxion F22.53449) DUAL DISC; 22.5x8.25 Rims, Painted Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with .490" Thick Increased Capacity Disc and Steel Hubs	0/4	4
7752525809	(4) TIRE, REAR 255/70R22.5 Load Range H AH37 (HANKOOK), 562 rev/mile, 75 MPH, All-Position	0/0	0
29PAR	PAINT IDENTITY, FRONT WHEELS Disc Front Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
29PAS	PAINT IDENTITY, REAR WHEELS Disc Rear Wheels; with Vendor Applied White Powder Coat Paint	0/0	0
60AAG	BDY INTG, REMOTE POWER MODULE Mounted Inside Cab Behind Driver Seat, Up to 6 Outputs & 6 Inputs, Max 20 amp per Channel, Max 80 amp Total; Includes 1 Switch Pack with Latched Switches	0/0	0

Services Section:

<u>Code</u>	<u>Description</u>	<u>F/R Wt</u> (lbs)	<u>Tot Wt</u> (lbs)
40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A	0/0	0
40VHD	SRV CONTRACT, EXT CMS ENG/AFTR (Cummins) To 60-Month/150,000 Miles (240,000 km), Extended Cummins B6.7 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)	0/0	0
40TVY	SRV CONTRACT, EXT ALLISON XMSN (Allison) To 60-Month/Unlimited Miles/km, for Allison 3500 RDS with Refuse Packer Vocations (ST15, ST16)	0/0	0
40PTP	SRV CONTRACT, EXT VEH COVERAGE (Navistar) To 36-Month/200,000 Miles (320,000 km), Excludes Extended Warranty for Engine and Transmission	0/0	0
Total Component Weight:		6828/3603 (lbs)	10431 (lbs)
		(lbs)	(lbs)
Kann Manufacturing Recycle Body		0/0	0
Fontaine: RH Standup Drive Cab Conversion		0/0	0
Total Goods Purchased:		0/0	0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE:

SUBJECT: Arkansas Department of Transportation - Highway 16 Utility Relocation Agreement

RECOMMENDATION:

Staff recommends approval of a Utility Relocation agreement with the Arkansas Department of Transportation related to the Highway 16 East widening project, ARDOT Project 040785.

BACKGROUND:

The Arkansas Department of Transportation has requested utility relocations to prepare for the widening of Highway 16 from Stonebridge Road to E. Roberts Road.

The water and sanitary sewer relocations for this project are estimated to cost approximately \$4,739,746.08, subject to public bidding. The relocations are estimated to be 42.49% reimbursable to the City of Fayetteville by ARDOT. Based on the estimated cost, this would result in ARDOT funding \$1,449,107.91 and the City of Fayetteville \$3,290,638.17. The actual costs of construction will determine the final contributions from each party. This agreement is primarily to establish the reimbursable percentage for both parties.

DISCUSSION:

McClelland Consulting Engineers, Inc. was selected for and has completed design of the utility relocations necessary for this project. The Arkansas Department of Health project review is complete and easement acquisition is underway, then the project can proceed to bidding.

BUDGET/STAFF IMPACT:

No impact at this time. Funds would be obligated to this project at the time a construction bid award is presented.

ATTACHMENTS: SRF ARDOT Hwy 16 East, Utility Relocation Agreement



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-782

Arkansas Department of Transportation - Highway 16 Utility Relocation Agreement

A RESOLUTION TO APPROVE A UTILITY RELOCATION AGREEMENT WITH THE ARKANSAS STATE HIGHWAY COMMISSION FOR UTILITY RELOCATIONS RELATED TO THE HIGHWAY 16 EAST WIDENING PROJECT

WHEREAS, the Arkansas Department of Transportation has requested utility relocations to prepare for the widening of Highway 16 from Stonebridge Road to East Roberts Road; and

WHEREAS, the utility relocations are estimated to cost a total of \$4,739,746.08 with reimbursement to the City for 42.49% of the costs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a utility relocation agreement, a copy of which is attached to this Resolution, with the Arkansas State Highway Commission for utility relocations related to the Highway 16 East Widening Project.

City of Fayetteville Staff Review Form

2023-782

Item ID

6/6/2023

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

Tim Nyander

5/17/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a Utility Relocation agreement with the Arkansas Department of Transportation related to the Highway 16 East widening project, ARDOT Project 040785.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget
Expenses (Actual+Encum)

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

ARKANSAS STATE HIGHWAY COMMISSION HIGHWAY - UTILITY CONSTRUCTION/RELOCATION AGREEMENT

State Job No 040785 (Utilities) County Washington

Federal Aid Project STPC-9142(49) Route 16 Section 3

Job Location Stone Bridge Rd. – East Utility Owner City of Fayetteville

Roberts Rd. (Fayetteville)(S)

THIS AGREEMENT, made and entered into this _____ day of _____, 20 ____, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas Department of Transportation, with headquarters at Little Rock, Arkansas, hereinafter referred to as the “Department,” and the ***City of Fayetteville, Arkansas*** acting by and through its duly authorized representatives, hereinafter referred to as the “Owner” WITNESSETH:

The Department proposes to make highway improvements as specified under the above referenced job number and the Owner will adjust or relocate its existing facilities as set out in the attached plans and cost estimate.

The Department will participate in the cost of said adjustment/relocation to the extent that eligibility is hereinafter established.

Payment will be made on **actual cost** basis as mutually agreed between Owner and Department.

This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

DESCRIPTION OF WORK: **See Exhibit A on Page 4**

The Department agrees that the required adjustment is **42.49%** eligible for reimbursement for the total cost which is estimated to be **\$3,419,930.08** of which **\$1,453,128.29** to be paid by the Department and **\$1,966,801.79** is to be borne by Owner.

Owner will not commence work until authorized by the Department, and will then endeavor to begin within **270 calendar** days and complete within **570 calendar** days thereafter.

On completion of said work, Owner is responsible for the cleanup and restoration of the work area including the disposal of surplus materials and debris.

Final billing must include all supporting detail. Owner shall also submit one (1) set of as-built drawings at this time.

Payment will be 100% of lump sum bills and actual cost bills, at the discretion of the Department a 10% retainage can be withheld and released upon completion of an audit review. All final bills for utility relocation are subject to review and audit by state and/or federal auditors.

Expenses incurred under an actual cost agreement may be billed to the Department monthly in increments of \$5,000.00 or more.

Owner must maintain cost records and accounts to support the agreed adjustment/relocation work. Said records to be retained and available for inspection for a period of three (3) years from date of final payment.

Owner shall be responsible for any and all hazards to persons, property, and traffic.

With respect to traffic control, owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices as amended and supplemented.

To the extent applicable to this agreement, the Owner shall comply with the Buy America and Build America, Buy America requirements (as specified in 23 U.S.C. 313, 23 CFR 635.410 and the Infrastructure Investment and Jobs Act (IIJA)). The Owner is not required to change its existing standards for materials as long as these requirements are met. These requirements take precedence over regulations pertaining to the accommodation or regulation of the Owner's facilities (as specified in 23 CFR 645) on contracts and agreements involving Federal-Aid Highway Program funding and precedence over regulations which allow the Owner to furnish materials from company stock (as specified on 23 CFR 645.117(e)). Company Stock materials that do not meet these requirements may not be permanently incorporated into a Federal-Aid Highway Program funded project. The Owner must provide a definitive statement that all products permanently incorporated into the project are covered under these requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of these requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

Owner shall be responsible for and shall hold harmless the Arkansas State Highway Commission, the Department and their officers and employees from any and all claims, actions, causes of action, suits, damages, losses or liability whatsoever, arising out of Owner's performance of the work subject to this Agreement.

Notwithstanding anything hereinbefore written, neither the Owner nor the Department by execution of this Agreement waives or relinquishes any rights which either may legally have within the limits of the Law or Constitution, either State or Federal.

City of Fayetteville**ARKANSAS HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS DEPARTMENT of
TRANSPORTATION**

Name (Typed or Printed)

(For) Director

Title

Right of Way Division Head

Signature

Section Head-Utilities Section

FEDERAL TAXPAYER IDENTIFICATION #

Name (Typed or Printed)

Title

Signature

EXHIBIT A

Adjust water facilities to clear highway construction by abandoning 4,436 LF of eight (8) inch, 173 LF of six (6) inch, 689 LF of two (2) inch water main complete with appurtenances.

Restore service by installing 4,482 LF of eighteen (18) inch, 132 LF of twelve (12) inch, 1,630 LF of eight (8) inch, and 35 LF of six (6) inch water main complete with appurtenances.

Adjust sewer facilities to clear highway construction by abandoning 146 LF of eight (8) inch and 2,068 LF of six (6) inch sewer main complete with appurtenances.

Restore service by installing 1,869 LF of eight (8) inch gravity sewer main complete with appurtenances.

Of the 7,512 LF of main to be abandoned, 3,192 LF is located outside existing ARDOT right-of-way; therefore, this work is $3,192 / 7,512 = 42.49\%$ reimbursable. Owner will perform this work with competitively bid contract forces.

Owner has elected to upsize eight (8) inch water mains to eighteen (18) inch. A betterment credit has been given the Department which will be updated based on low bid, and based on final quantities installed.

Summary of Cost

Construction	\$	4,311,535.00
Betterment	(\$	1,328,286.00)
Construction Engineering	\$	174,131.08
Force Account Inspection	\$	72,000.00
Easement Cost	\$	189,050.00
Advertising	\$	1,000.00
Health Department Review	\$	500.00
Subtotal	\$	3,419,930.08
Reimbursable Cost $\$3,419,930.08 \times 42.49\% =$	\$	1,453,128.29

City of Fayetteville**Arkansas HWY 16 Utility Relocations East**

Reimbursement Summary

Prepared by McClelland Consulting Engineers, Inc.

Date: 2/22/23

**COSTS**

Probable Construction Cost ¹	\$4,308,000.00
Betterment ²	\$1,329,439.50
Probable Construction Cost (Minus Betterment)	\$2,978,560.50
Engineering Services During Construction ³	\$169,196.08
ROW Easement Preparation and Acquisition ⁴	\$72,000.00
ROW Easement Cost ⁵	\$189,050.00
Health Department Review ⁴	\$500.00
Advertisement	\$1,000.00
TOTAL PROJECT COST	\$4,739,746.08
TOTAL PROJECT COST (MINUS BETTERMENT)	\$3,410,306.58
REIMBURSEMENT PERCENTAGE ⁷	42.49%

REIMBURSEMENT SUMMARY

ESTIMATED ARDOT REIMBURSEMENT	ESTIMATED COST TO CITY	TOTAL
\$1,449,107.91	\$3,290,638.17	\$4,739,746.08

NOTES:

1. See attached construction cost estimate
2. See attached betterment estimate
3. See attached fee proposal
4. Included in contract dated 6/21/2021 between City of Fayetteville and MCE.
5. See attached ROW Easement Cost Table
7. See attached Reimbursement Calculations

City of Fayetteville**Arkansas HWY 16 Utility Relocations East**

Estimate of Probable Construction Costs

Prepared by McClelland Consulting Engineers, Inc.

Date: 2/22/23

**General Items**

Item No.	Description	Unit	Estimated Quantity	Estimated Unit Costs	Estimated Cost
1	Mobilization	LS	1	\$130,568	\$130,568
2	Bonds and Insurance	LS	1	\$130,568	\$130,568
3	Project Closeout, As-Builts, Record Drawings, Warranty Bond, etc.	LS	1	\$130,568	\$130,568
4	Act 291, 1993 Trench and Excavation Safety System	LS	1	\$23,000	\$23,000
5	Pre-Construction Video	LS	1	\$3,450	\$3,450
6	Environmental Compliance	LS	1	\$86,250	\$86,250
7	Traffic Control	LS	1	\$17,250	\$17,250
8	Clearing, Grubbing, Tree Removal & Misc. Demo	LS	1	\$28,750	\$28,750
Subtotal Estimate of Probable Construction Costs					\$550,000

Utility Items

Item No.	Description	Unit	Estimated Quantity	Estimated Unit Costs	Estimated Cost
9	18" DIP 350 Water Main	LF	3,112	\$253	\$787,336
10	18" DIP 350 Restrained Joint Water Main	LF	1,370	\$345	\$472,650
11	12" DR-14 PVC C900 Restrained Joint Water Main	LF	132	\$144	\$18,975
12	8" DR-14 PVC C900 Water Main	LF	1,066	\$86	\$91,943
13	8" DR-14 PVC C900 Restrained Joint Water Main	LF	564	\$115	\$64,860
14	6" DR-14 PVC C900 Restrained Joint Water Main	LF	15	\$75	\$1,121
15	6" DIP 350 Water Main	LF	20	\$75	\$1,495
16	8" Gate Valve w/Box	EA	6	\$4,025	\$24,150
17	12" Butterfly Valve w/ Box	EA	1	\$11,500	\$11,500
18	18" Butterfly Valve w/Box	EA	5	\$28,750	\$143,750
19	Ductile Iron Fittings	LBS	9,800	\$17	\$169,050
20	3-Way Fire Hydrant Assembly	EA	15	\$8,050	\$120,750
21	16" Steel Encasement By Bore	LF	208	\$1,495	\$310,960
22	16" Steel Encasement By Open Cut	LF	0	\$230	\$0
23	24" Steel Encasement By Bore	LF	108	\$1,495	\$161,460
24	36" Steel Encasement By Open Cut	LF	257	\$345	\$88,665
25	36" HDPE DR-11 Encasement Pipe By Open Cut	LF	100	\$288	\$28,750
26	2" Air Release Valve and Vault	EA	1	\$23,000	\$23,000
27	8" Tapping Sleeve and Valve w/ Box	EA	2	\$11,500	\$23,000
28	12" Tapping Sleeve and Valve w/ Box	EA	2	\$13,800	\$27,600
29	8" Anchor Collar	EA	5	\$4,600	\$23,000
30	12" Anchor Collar	EA	1	\$5,750	\$5,750
31	18" Anchor Collar	EA	5	\$9,200	\$46,000
32	Special 2" Reconnection	EA	1	\$3,450	\$3,450
33	2" Blow-off Assembly	EA	1	\$3,450	\$3,450
34	Connect New Water Main to Existing Water Main	EA	7	\$3,450	\$24,150
35	Abandon Existing Fire Hydrant	EA	7	\$1,150	\$8,050
36	Abandon Existing Valve	EA	12	\$575	\$6,900
37	Abandon Existing Meter Setter and Service Line	EA	31	\$575	\$17,825
38	Abandon Water Main	LF	4,814	\$12	\$55,361
39	Double Cut and Cap 6" Water Main	EA	3	\$3,450	\$10,350
40	Double Cut and Cap 8" Water Main	EA	3	\$4,600	\$13,800
41	Double Cut and Cap 12" Water Main	EA	2	\$5,750	\$11,500
42	1" Coated Copper Service Tubing	LF	1,910	\$35	\$66,895
43	2" HDPE SDR-9 Water Service Line Encasement By Bore	LF	71	\$58	\$4,083
44	4"x1" Service Tap	EA	1	\$575	\$575
45	6"x1" Service Tap	EA	6	\$1,150	\$6,900
46	8"x1" Service Tap	EA	10	\$1,725	\$17,250
47	12"x1" Service Tap	EA	1	\$2,300	\$2,300
48	18"x1" Service Tap	EA	9	\$3,450	\$31,050
49	Single 5/8" Water Meter Setter	EA	24	\$3,450	\$82,800
50	Dual 5/8" Water Meter Setter	EA	3	\$5,175	\$15,525
51	Connect New Water Service Line to Existing Service Line	EA	29	\$575	\$16,675
52	Asphalt Pavement Repair	SY	360	\$173	\$62,100
53	Asphalt Pavement Repair	LF	175	\$86	\$15,094
54	Concrete Pavement Repair	LF	140	\$86	\$12,075
55	Gravel Pavement Repair	LF	353	\$40	\$14,208
56	Concrete Sidewalk Repair	LF	130	\$58	\$7,475
57	Curb and Gutter Repair	LF	130	\$29	\$3,738
57	Sewer Pipe Pier Supports	EA	4	\$5,750	\$23,000
58	8" SDR-26 PVC Sewer Main	LF	1,869	\$104	\$193,442
59	Gravity Sewer Trenching and Backfill 0'-6'	LF	1,869	\$40	\$75,227
60	4' Epoxy Lined Manhole 0'-6"	EA	16	\$6,900	\$110,400
61	6' Epoxy Lined Manhole 0'-6"	EA	1	\$17,250	\$17,250
62	Abandon Sewer Main	LF	2,296	\$12	\$26,404
63	Abandon Sewer Manhole	LF	11	\$1,150	\$12,650
64	Plug Abandoned Sewer Main	EA	20	\$1,725	\$34,500
65	4" Sewer Service Tap	EA	7	\$1,725	\$12,075
66	Sewer Service Cleanout	EA	10	\$1,150	\$11,500
67	Tie New Sewer Service to Existing Sewer Service	EA	10	\$2,300	\$23,000
68	4" SCH40 PVC Sewer Service Line	LF	408	\$115	\$46,920
69	12" SCH40 PVC Sewer Encasement	LF	79	\$173	\$13,628
Subtotal Estimate of Probable Construction Costs					\$3,758,000
Total Estimate of Probable Construction Costs					\$4,308,000

Water Main 1 @ 8-inch

Item No.	Description	Unit	Estimated Quantity	Estimated Unit Costs	Estimated Cost
9	18" DIP 350 Water Main	LF	2,312	\$253	\$584,936
10	18" DIP 350 Restrained Joint Water Main	LF	1,000	\$345	\$345,000
11	12" DR-14 PVC C900 Restrained Joint Water Main	LF	0	\$144	\$0
12	8" DR-14 PVC C900 Water Main	LF	100	\$86	\$8,625
13	8" DR-14 PVC C900 Restrained Joint Water Main	LF	65	\$115	\$7,475
14	6" DR-14 PVC C900 Restrained Joint Water Main	LF	0	\$75	\$0
15	6" DIP 350 Water Main	LF	20	\$75	\$1,495
16	8" Gate Valve w/Box	EA	1	\$4,025	\$4,025
17	12" Butterfly Valve w/ Box	EA	1	\$11,500	\$11,500
18	18" Butterfly Valve w/Box	EA	3	\$28,750	\$86,250
19	Ductile Iron Fittings	LBS	6,500	\$17	\$112,125
20	3-Way Fire Hydrant Assembly	EA	9	\$8,050	\$72,450
21	16" Steel Encasement By Bore	LF	0	\$1,495	\$0
22	16" Steel Encasement By Open Cut	LF	0	\$230	\$0
23	24" Steel Encasement By Bore	LF	0	\$1,495	\$0
24	36" Steel Encasement By Open Cut	LF	150	\$345	\$51,750
25	36" HDPE DR-11 Encasement Pipe By Open Cut	LF	100	\$288	\$28,750
26	2" Air Release Valve and Vault	EA	1	\$23,000	\$23,000
27	8" Tapping Sleeve and Valve w/ Box	EA	0	\$11,500	\$0
28	12" Tapping Sleeve and Valve w/ Box	EA	0	\$13,800	\$0
29	8" Anchor Collar	EA	0	\$4,600	\$0
30	12" Anchor Collar	EA	1	\$5,750	\$5,750
31	18" Anchor Collar	EA	2	\$9,200	\$18,400
32	Special 2" Reconnection	EA	0	\$3,450	\$0
33	2" Blow-off Assembly	EA	1	\$3,450	\$3,450
34	Connect New Water Main to Existing Water Main	EA	2	\$3,450	\$6,900
35	Abandon Existing Fire Hydrant	EA	6	\$1,150	\$6,750
36	Abandon Existing Valve	EA	7	\$575	\$4,025
37	Abandon Existing Meter Setter and Service Line	EA	11	\$575	\$6,325
38	Abandon Water Main	LF	3,200	\$12	\$36,800
39	Double Cut and Cap 6" Water Main	EA	0	\$3,450	\$0
40	Double Cut and Cap 8" Water Main	EA	2	\$4,600	\$9,200
41	Double Cut and Cap 12" Water Main	EA	1	\$5,750	\$5,750
42	1" Coated Copper Service Tubing	LF	1,250	\$35	\$43,125
43	2" HDPE SDR-9 Water Service Line Encasement By Bore	LF	0	\$58	\$0
44	4"x1" Service Tap	EA	1	\$575	\$575
45	6"x1" Service Tap	EA	2	\$1,150	\$2,300
46	8"x1" Service Tap	EA	2	\$1,725	\$3,450
47	12"x1" Service Tap	EA	0	\$2,300	\$0
48	18"x1" Service Tap	EA	7	\$3,450	\$24,150
49	Single 5/8" Water Meter Setter	EA	10	\$3,450	\$34,500
50	Dual 5/8" Water Meter Setter	EA	2	\$5,175	\$10,350
51	Connect New Water Service Line to Existing Service Line	EA	13	\$7475	\$97,475
52	Asphalt Pavement Repair	SY	360	\$173	\$62,100
53	Asphalt Pavement Repair	LF	25	\$86	\$2,156
54	Concrete Pavement Repair	LF	16	\$86	\$1,380
55	Gravel Pavement Repair	LF	40	\$40	\$1,610
56	Concrete Sidewalk Repair	LF	0	\$58	\$0
57	Curb and Gutter Repair	EA	0	\$29	\$0
9	8" DR-14 PVC C900	LF	2,312	\$86	\$199,410
10	8" DR-14 PVC C900 Restrained Joint Water Main	LF	1,000	\$115	\$115,000
18	8" Gate Valve w/Box	EA	3	\$4,025	\$12,075
19	Ductile Iron Fittings	LBS	1,000	\$17	\$17,250
23&24	16" Steel Encasement By Open Cut	LF	150	\$230	\$34,500
25	16" HDPE DR-11 Encasement Pipe By Open Cut	LF	100	\$214	\$21,385
31	8" Anchor Collar	EA	2	\$4,600	\$9,200
48	8"x1" Service Tap	EA	7	\$1,725	\$12,075

Subtotal Estimate of Probable Construction Costs (8") \$802,436
Subtotal Estimate of Probable Construction Costs (18") \$1,655,902
Betterment Difference \$853,466

Water Main 3 @ 8-inch

Item No.	Description	Unit	Estimated Quantity	Estimated Unit Costs	Estimated Cost
9	18" DIP 350 Water Main	LF	800	\$253	\$202,400
10	18" DIP 350 Restrained Joint Water Main	LF	370	\$345	\$127,650
11	12" DR-14 PVC C900 Restrained Joint Water Main	LF	132	\$144	\$18,975
12	8" DR-14 PVC C900 Water Main	LF	0	\$86	\$0
13	8" DR-14 PVC C900 Restrained Joint Water Main	LF	108	\$115	\$12,270
14	6" DR-14 PVC C900 Restrained Joint Water Main	LF	15	\$75	\$1,121
15	6" DIP 350 Water Main	LF	0	\$75	\$0
16	8" Gate Valve w/Box	EA	0	\$4,025	\$0
17	12" Butterfly Valve w/ Box	EA	0	\$11,500	\$0
18	18" Butterfly Valve w/Box	EA	2	\$28,750	\$57,500
19	Ductile Iron Fittings	LBS	3,000	\$17	\$51,750
20	3-Way Fire Hydrant Assembly	EA	3	\$8,050	\$24,150
21	16" Steel Encasement By Bore	LF	108	\$1,495	\$161,460
22	16" Steel Encasement By Open Cut	LF	0	\$230	\$0
23	24" Steel Encasement By Bore	LF	108	\$1,495	\$161,460
24	36" Steel Encasement By Open Cut	LF	107	\$345	\$36,915
25	36" HDPE DR-11 Encasement Pipe By Open Cut	LF	0	\$288	\$0
26	2" Air Release Valve and Vault	EA	0	\$23,000	\$0
27	8" Tapping Sleeve and Valve w/ Box	EA	0	\$11,500	\$0
28	12" Tapping Sleeve and Valve w/ Box	EA	2	\$13,800	\$27,600
29	8" Anchor Collar	EA	1	\$4,600	\$4,600
30	12" Anchor Collar	EA	0	\$5,750	\$0
31	18" Anchor Collar	EA	3	\$9,200	\$27,600
32	Special 2" Reconnection	EA	1	\$3,450	\$3,450
33	2" Blow-off Assembly	EA	0	\$3,450	\$0
34	Connect New Water Main to Existing Water Main	EA	2	\$3,450	\$6,900
35	Abandon Existing Fire Hydrant	EA	1	\$1,150	\$1,150
36	Abandon Existing Valve	EA	2	\$575	\$1,150
37	Abandon Existing Meter Setter and Service Line	EA	6	\$575	\$3,450
38	Abandon Water Main	LF	1,121	\$12	\$12,852
39	Double Cut and Cap 6" Water Main	EA	2	\$3,450	\$6,900
40	Double Cut and Cap 8" Water Main	EA	1	\$4,600	\$4,600
41	Double Cut and Cap 12" Water Main	EA	1	\$5,750	\$5,750
42	1" Coated Copper Service Tubing	LF	180	\$35	\$6,210
43	2" HDPE SDR-9 Water Service Line Encasement By Bore	LF	0	\$58	\$0
44	4"x1" Service Tap	EA	0	\$575	\$0
45	6"x1" Service Tap	EA	2	\$1,150	\$2,300
46	8"x1" Service Tap	EA	0	\$1,725	\$0
47	12"x1" Service Tap	EA	1	\$2,300	\$2,300
48	18"x1" Service Tap	EA	2	\$3,450	\$6,900
49	Single 5/8" Water Meter Setter	EA	4	\$3,450	\$13,800
50	Dual 5/8" Water Meter Setter	EA	1	\$5,175	\$5,175
51	Connect New Water Service Line to Existing Service Line	EA	6	\$575	\$3,450
52	Asphalt Pavement Repair	SY	0	\$173	\$0
53	Asphalt Pavement Repair	LF	0	\$86	\$0
54	Concrete Pavement Repair	LF	0	\$86	\$0
55	Gravel Pavement Repair	LF	100	\$40	\$4,025
56	Concrete Sidewalk Repair	LF	0	\$58	\$0
57	Curb and Gutter Repair	EA	0	\$29	\$0
9	8" DR-14 PVC C900	LF	800	\$86	\$68,800
10	8" DR-14 PVC C900 Restrained Joint Water Main	LF	370	\$115	\$42,550
18	8" Gate Valve w/Box	EA	2	\$4,025	\$8,050
19	Ductile Iron Fittings	LBS	574	\$17	\$9,902
23&24	16" Steel Encasement By Open Cut	LF	215	\$230	\$49,450
31	8" Anchor Collar	EA	3	\$4,600	\$13,800
48	8"x1" Service Tap	EA	2	\$1,725	\$3,450

Subtotal Estimate of Probable Construction Costs (8") \$540,379
Subtotal Estimate of Probable Construction Costs (18") \$1,016,353
Betterment Difference \$475,974

Water Main Betterment Subtotal Costs \$1,329,440

Total Estimate of Probable Betterment Costs \$1,329,440

City of Fayetteville
Arkansas HWY 16 Utility Relocations East
 ROW Easement Cost Estimate
 Prepared by McClelland Consulting Engineers, Inc.
Date: 2/22/2023



ROW EASEMENT TYPE	AREA (SQFT)	UNIT COST PER SQFT	COST
Permenant Water Sewer Easement (WSE)	158100	\$1.00	\$158,100.00
Temporary Construciton Easement (TCE)	61900	\$0.50	\$30,950.00
		TOTAL	\$189,050.00



WESTSIDE

PROPOSED WATER/SEWER MAINS			EXISTING WATER/SEWER MAINS TO BE ABANDONED								
PROPOSED REPLACEMENT NAME	STATION	LOCATION	8" WATER MAIN			6" GRAVITY SEWER			6" GRAVITY SEWER		
			IN EXISTING R/W	BETWEEN EXST. & PROP. R/W	OUTSIDE PROP. R/W	IN EXISTING R/W	BETWEEN EXST. & PROP. R/W	OUTSIDE PROP. R/W	IN EXISTING R/W	BETWEEN EXST. & PROP. R/W	OUTSIDE PROP. R/W
18" WATER MAIN 1	308+00 - 308+00	NORTH OF HWY 16	2908	56	244						
8" WATER MAIN 2	326+00 - 336+00	SOUTH OF HWY 16									
8" SEWER MAIN 1	316+50 - 317+50	NORTH OF HWY 16					34	112			
8" SEWER MAIN 2	323+00 - 328+00	NORTH OF HWY 16									
8" SEWER MAIN 3	328+00	NORTH OF HWY 16								374	253
8" SEWER MAIN 4	335+00 - 337+50									495	336
TOTALS			2,908	56	244	0	34	112	0	869	689
Total			3,208			140			1,458		

EASTSIDE

PROPOSED WATER/SEWER MAINS			EXISTING WATER/SEWER MAINS TO BE ANADONED												
PROPOSED REPLACEMENT NAME	STATION	LOCATION	8" WATER MAIN			6" GRAVITY SEWER			6" WATER LINE			2.25" WATER LINE			
			IN EXISTING R/W	BETWEEN EXST. & PROP. R/W	OUTSIDE PROP. R/W	IN EXISTING R/W	BETWEEN EXST. & PROP. R/W	OUTSIDE PROP. R/W	IN EXISTING R/W	BETWEEN EXST. & PROP. R/W	OUTSIDE PROP. R/W	IN EXISTING R/W	BETWEEN EXST. & PROP. R/W	OUTSIDE PROP. R/W	
18" WATER MAIN 3	364+50 - 375+00	CROSSING SOUTH OF HWY 16	1087		141										
8" WATER MAIN 4	368+00	SOUTH OF HWY 16							69	104		152	169		368
8" WATER MAIN 5	368+50	CROSSING HWY 16													
8" SEWER MAIN 5	362+00 - 365+50	SOUTH OF HWY 16				104	475	31							
TOTALS			1,087	0	141	104	475	31	69	104	0	152	169		368
Total			1,228			610			173			689			

TOTAL REIMBURSEMET	
TOTAL LF IN EXST. R/W	4,320
TOTAL LF BETWEEN EXST. & PROP. R/W	1,797
TOTAL LF OUTSIDE PROP. R/W	1,486
ARDOT REIMBURSEMENT %	42.49%

SEWER REIMBURSEMET	
TOTAL LF IN EXST. R/W	104
TOTAL LF BETWEEN EXST. & PROP. R/W	1,378
TOTAL LF OUTSIDE PROP. R/W	732
ARDOT REIMBURSEMENT %	95.30%

WATER REIMBURSEMET	
TOTAL LF IN EXST. R/W	4,216
TOTAL LF BETWEEN EXST. & PROP. R/W	328
TOTAL LF OUTSIDE PROP. R/W	783
ARDOT REIMBURSEMENT %	28.42%

Exhibit B-4 Fee Proposal

Services During Construction
In Conjunction with the Highway 16 Utility Relocations
MCE Job No. 21-2121

Labor Classification	Time/Hours	Direct Labor Rate	Extended
Sr Project Manager	32.00	\$68.00	\$2,176.00
Project Manager	94.00	\$53.00	\$4,982.00
Project Engineer	246.00	\$36.00	\$8,856.00
Construction Observer	1644.00	\$25.00	\$41,100.00
Chief Draftsman	40.00	\$30.00	\$1,200.00
Survey Technician	16.00	\$25.00	\$400.00
Registered Land Surveyor	8.00	\$35.00	\$280.00
Survey (2-Man or Robotic)	48.00	\$50.00	\$2,400.00
Direct Labor Subtotal			\$61,394.00
Title II Labor Multiplier			2.82
Subtotal Labor Costs			\$173,131.08

EXPENSES

Estimated Reimbursable Expenses	Amount
Mileage (\$0.42/mile)	\$1,000.00
Total Estimated Reimbursable Expenses	\$1,000.00

Total Costs - Construction Engineering **\$174,131.08**

Notes:

1. Title II Multiplier based upon MCE FY22 Indirect Cost Rate (151.55%) for ARDOT projects, plus fixed fee of 12%.
2. Construction Duration Assumed - 545 Calendar Days (Substantial); 575 Calendar Days (Final)
3. Construction Observation may be performed by MCE, City of Fayetteville, or a combination



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE:
SUBJECT: Arkansas Department of Transportation - Highway 112 Truckers Dr. to Howard Nickell Rd.

RECOMMENDATION:

Staff recommends approval of a Utility Relocation Agreement with the Arkansas Department of Transportation related to the Highway 112 Improvements project, ARDOT Project 040746.

BACKGROUND:

The Arkansas Department of Transportation has requested utility relocations to prepare for the widening of Highway 112 from Truckers Drive to Howard Nickell Road.

The water and sanitary sewer relocations for this project are estimated to cost approximately \$12,669,315.00, subject to public bidding. The relocations are estimated to be 90.74% reimbursable to the City of Fayetteville by ARDOT. Furthermore, there is an existing easement for the City's future West Transmission waterline that will be taken by the new ARDOT Right of Way which will be reimbursed at 100% of current market value. Based on the estimated cost, this would result in ARDOT funding \$11,520,027.23 and the City of Fayetteville \$1,149,287.77. The actual costs of construction will determine final contributions from each party. This agreement is primarily to establish the reimbursable percentage for both parties.

DISCUSSION:

Hawkins-Weir Engineers, Inc. was selected for and has completed the design of the utility relocations necessary for this project. The Arkansas Department of Health project review and easement acquisition is underway, then the project can proceed to bidding.

BUDGET/STAFF IMPACT:

No impact at this time. Funds would be obligated to this project at the time a construction bid award is presented.

ATTACHMENTS: SRF ARDOT Hwy 112, Utility Relocation Agreement



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-783

Arkansas Department of Transportation - Highway 112 Truckers Dr. to Howard Nickell Rd.

A RESOLUTION TO APPROVE A UTILITY RELOCATION AGREEMENT WITH THE ARKANSAS STATE HIGHWAY COMMISSION FOR UTILITY RELOCATIONS RELATED TO THE HIGHWAY 112 IMPROVEMENTS PROJECT

WHEREAS, the Arkansas Department of Transportation has requested utility relocations to prepare for the widening of Highway 112 from Truckers Drive to Howard Nickell Road; and

WHEREAS, the utility relocations are estimated to cost a total of \$12,669,315.00 with reimbursement to the City for 90.74% of the costs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a utility relocation agreement, a copy of which is attached to this Resolution, with the Arkansas State Highway Commission for utility relocations related to the Highway 112 Improvements Project.

City of Fayetteville Staff Review Form

2023-783

Item ID

6/6/2023

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

Tim Nyander

5/17/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a Utility Relocation Agreement with the Arkansas Department of Transportation related to the Highway 112 Improvements project, ARDOT Project 040746.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget
Expenses (Actual+Encum)

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

ARKANSAS STATE HIGHWAY COMMISSION HIGHWAY - UTILITY CONSTRUCTION/RELOCATION AGREEMENT

State Job No 040746 (Utilities) County Washington

Federal Aid Project CMF-TAPF-9142(48) Route 112 Section 1

Job Location Truckers Dr. – Howard Utility Owner City of Fayetteville

Nickell Rd. (Fayetteville) (S)

THIS AGREEMENT, made and entered into this _____ day of _____, 20 ____, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas Department of Transportation, with headquarters at Little Rock, Arkansas, hereinafter referred to as the “Department,” and the **City of Fayetteville, Arkansas** acting by and through its duly authorized representatives, hereinafter referred to as the “Owner” WITNESSETH:

The Department proposes to make highway improvements as specified under the above referenced job number and the Owner will adjust or relocate its existing facilities as set out in the attached plans and cost estimate.

The Department will participate in the cost of said adjustment/relocation to the extent that eligibility is hereinafter established.

Payment will be made on **actual cost** basis as mutually agreed between Owner and Department.

This agreement is governed by all applicable State and Federal laws, rules, and regulations including the Arkansas State Highway Commission Utility Accommodation Policy adopted by Commission Minute Order 2010-146 as amended and supplemented, the Federal Aid Program Guide on Utility Adjustments and Accommodation on Federal Aid Highway Projects as amended and supplemented, and the provisions of 23 CFR § 645 as amended and supplemented.

DESCRIPTION OF WORK: **See Exhibit A on Page 4**

The Department agrees that the required adjustment is **(See Exhibit A)** eligible for reimbursement for the total cost which is estimated to be **\$12,669,315.00** of which **\$11,520,027.23** to be paid by the Department and **\$1,149,287.77** is to be borne by Owner.

Owner will not commence work until authorized by the Department and will then endeavor to begin within **300 calendar** days and complete within **900 calendar** days thereafter.

On completion of said work, Owner is responsible for the cleanup and restoration of the work area including the disposal of surplus materials and debris.

Final billing must include all supporting detail. Owner shall also submit one (1) set of as-built drawings at this time.

Payment will be 100% of lump sum bills and actual cost bills, at the discretion of the Department a 10% retainage can be withheld and released upon completion of an audit review. All final bills for utility relocation are subject to review and audit by state and/or federal auditors.

Expenses incurred under an actual cost agreement may be billed to the Department monthly in increments of \$5,000.00 or more.

Owner must maintain cost records and accounts to support the agreed adjustment/relocation work. Said records to be retained and available for inspection for a period of three (3) years from date of final payment.

Owner shall be responsible for any and all hazards to persons, property, and traffic.

With respect to traffic control, owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices as amended and supplemented.

To the extent applicable to this agreement, the Owner shall comply with the Buy America and Build America, Buy America requirements (as specified in 23 U.S.C. 313, 23 CFR 635.410 and the Infrastructure Investment and Jobs Act (IIJA)). The Owner is not required to change its existing standards for materials as long as these requirements are met. These requirements take precedence over regulations pertaining to the accommodation or regulation of the Owner's facilities (as specified in 23 CFR 645) on contracts and agreements involving Federal-Aid Highway Program funding and precedence over regulations which allow the Owner to furnish materials from company stock (as specified on 23 CFR 645.117(e)). Company Stock materials that do not meet these requirements may not be permanently incorporated into a Federal-Aid Highway Program funded project. The Owner must provide a definitive statement that all products permanently incorporated into the project are covered under these requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of these requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis.

Owner shall be responsible for and shall hold harmless the Arkansas State Highway Commission, the Department and their officers and employees from any and all claims, actions, causes of action, suits, damages, losses or liability whatsoever, arising out of Owner's performance of the work subject to this Agreement.

Notwithstanding anything hereinbefore written, neither the Owner nor the Department by execution of this Agreement waives or relinquishes any rights which either may legally have within the limits of the Law or Constitution, either State or Federal.

City of Fayetteville**ARKANSAS HIGHWAY COMMISSION
Acting By and Through The
ARKANSAS DEPARTMENT of
TRANSPORTATION**

Name (Typed or Printed)

(For) Director

Title

Right of Way Division Head

Signature

Section Head-Utilities Section

FEDERAL TAXPAYER IDENTIFICATION #

Name (Typed or Printed)

Title

Signature

EXHIBIT A

Adjust water facilities to clear highway construction by abandoning 2,898 LF of thirty-six (36) inch, 2,382 LF of twelve (12) inch, 710 LF of eight (8) inch, 7,742 LF of six (6) inch, 528 LF of four (4) inch, and 36 LF of two (2) inch water main complete with appurtenances.

Restore service by installing 2,898 LF of thirty-six (36) inch, 8,755 LF of twelve (12) inch, 1,706 LF of eight (8) inch, and 36 LF of six (6) inch water main complete with appurtenances.

Adjust sewer facilities to clear highway construction by abandoning 2,539 LF of eight (8) inch and 901 LF of six (6) inch sewer main complete with appurtenances.

Restore service by installing 3,482 LF of eight (8) inch, and 20 LF of four (4) inch sewer force main complete with appurtenances.

Of the 16,895 LF of main to be abandoned, 15,330 LF is located on private property; therefore, this work is $15,330 / 16,895 = 90.74\%$ reimbursable. Owner will perform this work with competitively bid contract forces.

Owner has elected to upsize four (4) inch and six (6) inch water mains to eight (8) inch and twelve (12) inch water mains. A betterment credit has been given the Department which will be updated based on low bid, and based on final quantities installed.

Owner will also be replacing their existing West Transmission Easement which was purchased prior to this project, and will be completely encompassed by the Department's proposed ROW; therefore, this cost will be 100% reimbursable.

Summary of Cost

Construction	\$ 11,499,011.00
Betterment	(\$ 324,692.00)
Construction Engineering	\$ 667,300.00
Force Account Inspection	\$ 100,000.00
Easement Cost	\$ 438,196.00
ROW Acquisition	\$ 30,000.00
Advertising	\$ 1,000.00
Health Department Review	\$ 500.00
Subtotal	\$ 12,411,315.00
Reimbursable Cost $\$12,411,315.00 \times 90.74\% =$	\$ 11,262,027.23
West Transmission Easement Cost $\times 100\% =$	\$ 258,000.00
Total Reimbursable	\$ 11,520,027.23



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE:
SUBJECT: Robert Walsh - Water Damage Claim at 2416 E. Sharon St.

RECOMMENDATION:

Staff recommends approval of a payment in the amount of \$10,434.25 to Robert Walsh for a water damage claim arising at 2416 E. Sharon St., and approval of a budget adjustment.

BACKGROUND:

On March 17, 2023, the meter was turned on by the Meter Department and continued to run. The meter reader shut the meter off but the cut off malfunctioned, allowing water to continue through the meter, which flooded the home. The Water & Sewer department replaced the faulty cut off.

DISCUSSION:

The total damages were in the amount of \$10,434.25 and included flooring, sheetrock, and painting. The breakdown of expenses is below:

- \$5,434.25 - Home Depot for material and flooring
- \$4,600.00 - Stuture Homes for remodeling work
- \$400.00 - Robert's Jill of all Trades - Painting

Staff recommends Robert Walsh be reimbursed in the amount of \$10,434.25 to cover the expenses related to the water damage claim.

BUDGET/STAFF IMPACT:

A budget adjustment is attached to move funds into the Self Insurance - Non-Vehicle Damage account.

ATTACHMENTS: 2023-787 SRF Robert Walsh Water Damage Claim, 2023-787 BA_Robert Walsh Water Damage Claim, Receipts



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-787

Robert Walsh - Water Damage Claim at 2416 E. Sharon St.

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO PAY THE AMOUNT OF \$10,434.25 TO ROBERT WALSH AND EQUITY TRUST COMPANY FOR WATER MAIN BREAK DAMAGE AT 2416 EAST SHARON STREET, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, pursuant to §39.10(C)(4) of the City Code, the City Council must approve the payment of water or sewer damage claims exceeding \$10,000.00; and

WHEREAS, the claimant is seeking reimbursement for damages in the amount of \$10,434.25.

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, pursuant to § 39.10(C)(4) of the Fayetteville City Code, authorizes Mayor Jordan to pay the amount of \$10,434.25 to Robert Walsh and Equity Trust Company for water main break damage at 2416 East Sharon Street.

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

City of Fayetteville Staff Review Form

2023-787

Item ID

6/6/2023

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

Tim Nyander

5/17/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a payment in the amount of \$10,434.25 to Robert Walsh for a water damage claim arising at 2416 E. Sharon St., and approval of a budget adjustment.

Budget Impact:

5400.720.4310-5311.04

Water and Sewer

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 172,914.00

Expenses (Actual+Encum)

\$ 104,634.42

Available Budget

\$ 68,279.58

Does item have a direct cost? Yes

Item Cost

\$ 10,434.25

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 10,435.00

Remaining Budget

\$ 68,280.33

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2023	WATER SEWER (720)	
	/Org2	
	Requestor: Shea Fankhouser	

A budget adjustment is needed in the Self Insurance (non-vehicle damage) account within the Water & Sewer fund to pay for a large water damage claim for Robert Walsh at 2416 E. Sharon St.

	COUNCIL DATE:	6/6/2023
	ITEM ID#:	2023-787
	Holly Black	
	5/19/2023 8:45 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



Customer Invoice

3/23/2023, 3:14 PM CDT

Sales Person TAR98Q

Store Phone # (479) 571-4700

Store # 1403

Location 675 E JOYCE BLVD, FAYETTEVILLE, AR 72703

Validation Area

Customer Information

ROBERT WALSH

(479) 263-3692

BOBBUYSHOUSES@YAHOO.COM

WALSH HOUSES

406 E NORTH

FAYETTEVILLE, AR 72701

Invoice # H1403-143757

PO / Job Name flooring



Carryout



Runner Name
ROBERT WALSH

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
01 TrimMaster Seam Binder, Hardwood 2-1/2 in. x 36 in.		331225	\$16.77 / each	1	\$16.77
02 ROPPE Halo 0.28 in. Thick x 2 in. Wide x 78 in. Length Wood T-Molding		1006036138	\$29.98 / each	2	\$59.96
03 Glidden Premium 1 gal. Base 1 Semi-Gloss Interior Paint		644368	\$27.98 / each	2	\$55.96
04 Glidden Premium 1 gal. Base 1 Satin Interior Paint		643180	\$25.98 / each	1	\$25.98
05 DAP Alex Plus 11.2 fl. oz. Brilliant White Acrylic Latex Caulk Plus Silicone		984590	\$3.58 / each	3	\$10.74
06 GE 9.5 oz. White Paintable Supreme Silicone Exterior Window and Door Sealant		1000014279	\$13.28 / each	1	\$13.28
07 DAP AMP Advanced Modified Polymer 9 oz. Crystal Clear All Weather Window, Door and Siding Sealant		1006465694	\$9.98 / each	2	\$19.96
08 Liquid Nails LIQUID NAILS FOR CONSTRUCTION 10.5 OZ.		421791	\$3.58 / each	2	\$7.16
09 Sheetrock UltraLight 1/2 in. x 4 ft. x 8 ft. Gypsum Board		893749	\$11.98 / each	1	\$11.98
10 USG 18 lb. Easy Sand 45 Setting-Type Joint Compound		632716	\$10.67 / each	1	\$10.67
11 Grip-Rite #6 x 1-1/4 in. Philips Bugle-Head Fine Thread Drywall Screws (1 lb./Pack)		105864	\$4.98 / each	1	\$4.98
12 QEP ProMax Gel Knee Pads with Lightweight EVA Foam		1005506561	\$25.47 / each	1	\$25.47



Invoice is only valid for today: Friday, March 24

98010100355093



Customer Invoice

3/23/2023, 3:14 PM CDT

Sales Person TAR98Q

Store Phone # (479) 571-4700

Store # 1403

Location 675 E JOYCE BLVD, FAYETTEVILLE, AR 72703

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
Cushion and Pen Storage (1-Pair)					
13 Milwaukee X-Large High Dexterity Cut 2 Resistant Polyurethane Dipped Work Gloves ◆ SPECIAL BUY \$0.40 OFF EACH		1007539538	\$10.37 / each \$9.97 / each	2	\$19.94
14 Milwaukee Large High Dexterity Cut 2 Resistant Polyurethane Dipped Work Gloves ◆ SPECIAL BUY \$0.40 OFF EACH		1007539535	\$10.37 / each \$9.97 / each	1	\$9.97
15 Husky 18 mm Pro Snap Knife with 3 Black Blades		1001594900	\$10.48 / each	2	\$20.96



Will Call



Pickup Date

Tuesday, March 28
9:00 AM CDT

Item Description	Model #	SKU #	Unit Price	Qty	Subtotal
16 Lifeproof Shadow Hickory 6 MIL x 7.1 in. W x 48 in. L Click Lock Waterproof Luxury Vinyl Plank Flooring (18.7 sqft/case)		1002262553	\$69.11 / each	70	\$4,837.70

NOT VALID FOR CARRY OUT

90 DAY RETURN POLICY. The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in the stores for details.

Pro Xtra 2023

Member Statement (as of 03/23)

Pro Xtra Spend Pro Xtra Savings
\$0.00 \$0.00

Visit ProXtra; https://www.homedepot.com/c/Pro_Xtra

Subtotal	\$5,151.48
Discounts	-\$0.00
Sales Tax	\$502.27
Invoice Total	\$5,653.75



Invoice is only valid for today: Friday, March 24

Proposal

Page # _____ of _____ pages

Stature Homes LLC
 621 E Johnson Ave
 Clark Springs AR 72718
 479 877 5462
 Whatcom Floors
 6210 Chestnut Dr
 Maple Falls, WA
 360-927-6766

Proposal Submitted To: Bob Walsh	Job Name	Job #
Address: 2416 e Sharon Fayetteville	Job Location	
	Date	Date of Plans
Phone: (479) 790 5711 / 263 3692	Fax #	Architect

We hereby submit specifications and estimates for:

Fix sheetrock, mud, and paint touchups #850

Install original baseboards and caulk - #750

Install Vinyl Planks Include scrape and vacuum 1212sf x #250 =

Take up tile in the Entry because broken tiles - #250

~~\$4880~~
 Total Labor

Pol 4,600.00
 Oct 10/01

We propose hereby to furnish material and labor — complete in accordance with the above specifications for the sum of:

\$ _____ Do

with payments to be made as follows: _____

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully
 submitted

Note — this proposal may be withdrawn by us if not accepted within _____

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date of Acceptance _____

Signature _____

Signature _____

2416 E. Sharon St (Robert Walsh)

ROBERT D. WALSH 406 E NORTH ST. FAYETTEVILLE, AR 72701		81-747/829	1061
		DATE <u>MARCH 27, 2023</u>	
PAY TO THE ORDER OF <u>MAXIM LABEOLER</u>		\$ <u>4600.00</u>	
<u>Forty six hundred & no/100</u>		DOLLARS	
The Bank of Fayetteville Fayetteville, Ar. 72701			
FOR <u>BASE & FLOOR INSTALL 2416 E Sharon Street</u>		<u>R Walsh</u>	
⑆082907477⑆		69000735⑆ 1061	

DDA Debits - 4/3/2023

0940246721 2023-04-03	<u>Maxim Labeoler</u>
--------------------------	-----------------------

DDA Debits - 4/3/2023

INVOICE

INVOICE # 100
DATE: 03-23-23

SHIP TO:
Same

406 E. North St
Fayetteville, AR 72701

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Labor for Painting .	400	400
		SUBTOTAL	
		SALES TAX	
		SHIPPING & HANDLING	
		TOTAL DUE	400

2d Qust 1062

Page 290 of 634

2416 E. Sharon St (Robert Walsh)

ROBERT D. WALSH 406 E NORTH ST. FAYETTEVILLE, AR 72701		81-747/829	1062
		March 26, 2023	
PAY TO THE ORDER OF <u>Tina Roberts</u>		DATE	
<u>Four hundred & no/100</u>		\$ <u>400.00</u>	
The Bank of Fayetteville Fayetteville, Ar. 72701		DOLLARS	
FOR <u>CLEAN/Touch up paint</u>		MP	
<u>15 Hr. Labor Sunday</u>		<u>RWalsh</u>	
⑆082907477⑆		69000735⑆	1062

DDA Debits - 3/30/2023

Br=532-TID=211 ItemNum=921350090476 TransDt=03/30/23-StartTm= 2:06:36 PM RtNum=>082907477<		PLN: 902381150 EXP: 8/12/24 DOB: 9/12/63	479.790.5711 Tina Roberts
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DDA Debits - 3/30/2023



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE:
SUBJECT: **Steve Mangan - Sewer Damage Claim at 3190 N. Malinda Dr.**

RECOMMENDATION:

Staff recommends approval of a payment in the amount of \$42,971.43 to Steve Mangan for a sewer damage claim arising at 3190 N. Malinda Dr., and approval of a budget adjustment.

BACKGROUND:

On February 5th, our crews received a call about sewer backing up into the mentioned address. Upon arrival, they found a blockage in the sewer main and washed it to clear the blockage. After televising to ensure the main was clear, they found roots in the downstream manhole on the floor that were identified as the initial problem/cause of the backup. Damages included flooring, sheetrock, baseboards, cabinetry and paint.

DISCUSSION:

Schneider Painting is the low bid the customer received in the amount of \$42,971.43. This will cover flooring, sheetrock, painting, baseboards, etc. Staff recommends approval to reimburse the claimant in the amount of \$42,971.43 to cover the repair expenses for the residence.

BUDGET/STAFF IMPACT:

A budget adjustment is attached to move funds into the Self Insurance - Non-Vehicle Damage account.

ATTACHMENTS: 2023-788 SRF Steve Mangan Sewer Damage Claim, 2023-788 BA_Steve Mangan Sewer Damage Claim, Estimates



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-788

Steve Mangan - Sewer Damage Claim at 3190 N. Malinda Dr.

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO PAY THE AMOUNT OF \$42,971.43 TO STEVE AND HEATHER MANGAN FOR SEWER OVERFLOW DAMAGE AT 3190 NORTH MALINDA DRIVE

WHEREAS, pursuant to §39.10(C)(4) of the City Code, the City Council may in an extraordinary case, upon the Mayor's recommendation and by two-thirds majority, approve the payment of water or sewer damage claims exceeding \$25,000.00 up to \$50,000.00; and

WHEREAS, the claimant is seeking reimbursement for damages in the amount of \$42,971.43.

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, pursuant to § 39.10(C)(4) of the Fayetteville City Code, authorizes Mayor Jordan to pay the amount of \$42,971.43 to Steve and Heather Mangan for sewer overflow damage at 3190 North Malinda Drive.

City of Fayetteville Staff Review Form

2023-788

Item ID

6/6/2023

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

Tim Nyander

5/17/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a payment in the amount of \$42,971.43 to Steve Mangan for a sewer damage claim arising at 3190 N. Malinda Dr., and approval of a budget adjustment.

Budget Impact:

5400.720.4410-5311.04

Water and Sewer

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 183,349.00

Expenses (Actual+Encum)

\$ 104,634.42

Available Budget

\$ 78,714.58

Does item have a direct cost? Yes

Item Cost

\$ 42,971.43

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 42,972.00

Remaining Budget

\$ 78,715.15

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Budget Year	Division	Adjustment Number
2023	WATER SEWER (720)	
	Requestor: Shea Fankhouser	

A budget adjustment is needed in the Self Insurance (non-vehicle damage) account within the Water & Sewer fund to pay for a large sewer damage claim for Steve Mangan at 3190 N. Malinda Dr.

	COUNCIL DATE:	6/6/2023
	ITEM ID#:	2023-788
	Holly Black	
	5/19/2023 8:48 AM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]

3190 N Malinda Dr



Interior -Final cleaning - construction - Residential - 1,160.18 SF -Dumpster load - Approx. 12 yards: -Residential Supervision / Project Management:	1,189.73
Master Bedroom - Remove Carpet 183.85 SF -Remove Carpet pad 183.85 SF -Carpet pad 326.85 SF -Carpet 422.33 SF Baseboard - 2 1/4" 27.00 LF -Mask and prep for paint - tape only 73.50 LF -Seal & paint baseboard - two coats 73.50 LF -Casing - 2 1/4" 21.00 LF -Paint door/window trim & jamb - 21ea -Paint door/window trim & jamb - 1.00 EA -Paint door slab only - 2 coats -1/2" - drywall per LF - up to 2' tall 8.00 LF -Paint the walls - two coats 603.78 SF -Window blind - horizontal or vertical - Detach & replace 2.00 EA -replace doors	2,790.37
Master Closet -R&R Carpet pad 32.78 SF -Remove Carpet 32.78 SF -Carpet 37.69 SF -replace doors	192.46
Master Coat Closet -Carpet pad 12.50 SF -Carpet 14.38 SF -1/2" - drywall per LF - up to 2' tall 12.17 LF -Paint the walls - two coats 103.11 SF -Baseboard - 2 1/4" 12.17 LF -Mask and prep for paint - tape only 12.17 LF -Seal & paint baseboard - two coats 12.17 LF -Casing - 2 1/4" 14.00 LF -Paint door/window trim & jamb - 1.00 EA Large - 2 coats (per side) - Bifold door set - Colonist - Double 1.00 EA -Paint door slab only - 2 coats replace doors	862.71

FROM

Schneider Painting

Schneider Painting

P.O. Box 7948

Springdale, AR 72766

www.schneiderpaintingnwa.com

PHONE

479-283-3138

FOR

Allan Mangan

EMAIL

Allenmangan@gmail.com

QUOTE NUMBER

1069

DATE

April 24, 2023

VALID UNTIL

June 18, 2023

[Download PDF](#)

Master Bath -Toe kick - pre-finished wood - 1/2" 4.00 LF -Stain & finish toe-kick 4.00 LF -Baseboard - 2 1/4" 20.67 LF -Mask and prep for paint - tape only 20.67 LF -Seal & paint baseboard - two coats 20.67 LF -Casing - 2 1/4" 14.00 LF -Paint door/window trim & jamb - 2 -Interior door unit 1.00 EA -Paint door slab only - 2 coats - 1/2" - drywall per LF - up to 2' tall 20.67 LF -. Paint the walls - two coats 201.17 SF -. Toilet - Detach & reset 1.00 EA replace doors	1,233.52
Bedroom 1 - Carpet 186.50 SF - Remove Carpet pad 92.51 SF - Carpet pad 92.51 SF - Remove Carpet 102.51 SF - Paint door/window trim & jamb - 2	908.91
Closet 1 - Carpet 11.31 SF -R&R Carpet pad 9.83 SF -. Remove Carpet 9.83 SF	57.75
Hall Closet -Vapor barrier - visqueen - 6mil 3.96 SF -Snaplock Laminate - simulated wood flooring 3.96 SF - Baseboard - 2 1/4" 6.33 LF - Mask and prep for paint - tape only 6.33 LF - Seal & paint baseboard - two coats 6.33 LF	58.51
Hallway -Vapor barrier - visqueen - 6mil 46.71 SF - Snaplock Laminate - simulated wood flooring 46.71 SF -Baseboard - 2 1/4" 20.33 LF - Mask and prep for paint - tape only 20.33 LF - Seal & paint baseboard - two coats 20.33 LF - 1/2" - drywall per LF - up to 2' tall 20.33 LF - Paint the walls - two coats 179.33 SF - Casing - 2 1/4" 42.00 LF - Paint door/window trim & jamb - 2 4.00 EA -Cold air return cover - Detach & reset 1.00 EA - Paint door slab only - 2 coats	1,069.66
Bedroom 2 -Carpet 187.17 SF -. Carpet pad 102.51 SF - Remove Carpet 58.51 SF -. Remove Carpet pad 58.51 SF - Paint door/window trim & jamb - Baseboard - 2 1/4" 22.67 LF - Mask and prep for paint - tape only 33.67 LF - Seal & paint baseboard - two coats 33.67 LF - Paint the walls - two coats 278.44 SF - Window blind - horizontal or Vertical 1.00 EA	1,261.90

Closet 2 - Carpet 15.53 SF - R&R Carpet pad 13.50 SF - Remove Carpet 13.50 SF	79.28
Hall Bath - . Baseboard - 2 1/4" 3.67 LF - Mask and prep for paint - tape only 3.67 LF - Seal & paint baseboard - two coats 3.67 LF -1/2" - drywall per LF - up to 2' tall 3.67 LF - Paint the walls - two coats 95.83 SF - Toilet - Detach & reset 1.00 EA -R&R Toe kick - pre-finished wood 5.00 LF - Stain & finish toe-kick 5.00 LF - Casing - 2 1/4" 14.00 LF -Paint door/window trim & jamb - Interior door unit 1.00 EA - Paint door slab only	912.57
Living Room - Remove Snaplock Laminate - 196.09 SF - Vapor barrier - 15# felt 196.09 SF -Vapor barrier - visqueen - 6mil 264.09 SF - Snaplock Laminate - simulated wood flooring 264.09 SF - Baseboard - 2 1/4" 43.17 LF -Baseboard - Detach & reset 10.00 LF - Mask and prep for paint - tape only 53.17 LF - Seal & paint baseboard - 53.17 LF - Batt insulation - 4" - R13 - paper foil faced 20.00 SF - 1/2" - drywall per LF - up to 2' 35.17 LF - Paint the walls - two coats 476.25 SF - Window blind - horizontal or vertical - Detach & reset 2.00 EA	2,731.36
Pantry - Paint door/window trim & jamb - 1.00 EA -Vapor barrier - visqueen - 6mil 4.88 SF - Snaplock Laminate - simulated 4.88 SF - Baseboard - 2 1/4" 6.92 LF - . Mask and prep for paint - tape 6.92 LF - Seal & paint baseboard - 6.92 LF	100.38
Kitchen -Vapor barrier - visqueen - 6mil 188.71 SF - Snaplock Laminate - simulated 188.71 SF - . Baseboard - 2 1/4" 35.42 LF - . Mask and prep for paint - tape 35.42 LF - Seal & paint baseboard - 35.42 LF -1/2" - drywall per LF - up to 2' 15.00 LF - . Paint the walls - two coats 383.78 SF - Refrigerator - Remove & reset 1.00 EA - . Casing - 2 1/4" 31.00 LF - Paint door/window trim & jamb - 2.00 EA - R&R Toe kick - pre-finished 14.00 LF - Window blind - horizontal or vertical - Detach & reset 1.00 EA - . Range - electric - Remove & reset 1.00 EA -Range hood - Detach & reset 1.00 EA - Dishwasher - Detach & reset 1.00 EA	22,760.33

Contents - Content Manipulation charge - 64.00 HR 4 technicians for 16hrs to pack out - Contents Evaluation and/or 8.00 HR Supervisor/Admin - per hour Working supervisor on site, communication with customer and administrative tasks. - Provide stretch film/wrap 2.00 RL - Provide furniture heavyweight blanket/pad 40.00 EA - Provide box, packing paper & tape - large size 30.00 EA - Provide wardrobe box & tape large size - 6.00 EA - Provide plastic mattress cover & packing tape - King size 4.00 EA - Bubble Wrap 12" wide - Add-on cost for fragile items 125.00 LF - Job-site cargo container - pick up/del. (each way) 16'-40' 2.00 EA - Job-site cargo/storage container - 2.00 - Padlock/disc lock 1.00 EA - Content Manipulation charge - 72.00 HR 4 technicians for 18hrs to pack in, additional time needed due to new building materials	6,761.99
Total	\$42,971.43

Thank you for the opportunity to estimate your project! We will reach out to discuss scheduling and further details once you accept the estimate.

We prefer a check upon completion. There will be a 3% fee for all credit/debit payments added to the invoice. We request a 20% deposit for projects over \$10,000.

We include a 1-year craftsmanship warranty, and we are licensed and insured.

We look forward to working with you!

www.schneiderpaintingnwa.com

Ask a Question

3190 N Malinda Dr

Total \$42,971.43

☐ Yes, I **Allan Mangan** agree to and accept this quote, on May 5, 2023 at 7:39 AM.

Accept Quote

Decline this quote...

Powered by Quotient

Client: Jesse Wiggins
Property: 3190 NORTH MALINDA DRIVE
Fayetteville, AR 72703

Home: (479) 402-0601

Operator: BROCK

Estimator: Christian Rodas
Position: Estimator
Company: Surfco Restoration & Construction

Business: (479) 601-2474
E-mail: christian.r@teamsurfco.com

Type of Estimate:

Date Entered: 4/27/2023

Date Assigned: 3/15/2023

Price List: ARFA8X_APR23

Labor Efficiency: Restoration/Service/Remodel

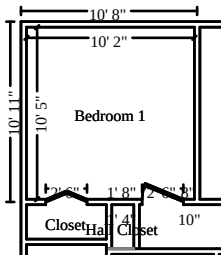
Estimate: JESSE_WEEGEN

JESSE_WEEGEN

Main Level

Main Level

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Final cleaning - construction - Residential	1,160.18 SF	0.00	0.31	43.16	71.94	474.76
3. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA	474.80	0.00	56.98	94.96	626.74
4. Residential Supervision / Project Management - per hour	4.00 HR	0.00	66.39	0.00	53.12	318.68
Total: Main Level				100.14	220.02	1,420.18

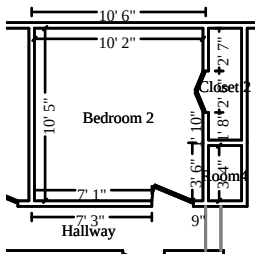


Bedroom 1

Height: 8'

329.33 SF Walls	105.90 SF Ceiling
435.24 SF Walls & Ceiling	105.90 SF Floor
11.77 SY Flooring	41.17 LF Floor Perimeter
41.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
56. Remove Carpet pad	92.51 SF	0.12	0.00	0.00	2.22	13.32
58. Carpet	186.50 SF	0.00	3.70	82.81	138.02	910.88
59. Carpet pad	92.51 SF	0.00	0.64	7.10	11.84	78.15
60. Remove Carpet	102.51 SF	0.29	0.00	0.00	5.94	35.67
61. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	31.68	0.50	6.44	38.62
Totals: Bedroom 1				90.41	164.46	1,076.64



Bedroom 2

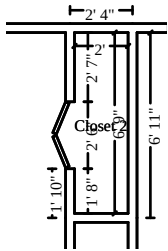
Height: 8'

329.33 SF Walls	105.90 SF Ceiling
435.24 SF Walls & Ceiling	105.90 SF Floor
11.77 SY Flooring	41.17 LF Floor Perimeter
41.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
86. Carpet	187.17 SF	0.00	3.70	83.10	138.50	914.13
87. Remove Carpet	58.51 SF	0.29	0.00	0.00	3.40	20.37
88. Carpet pad	102.51 SF	0.00	0.64	7.87	13.12	86.60

CONTINUED - Bedroom 2

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
89. Remove Carpet pad	58.51 SF	0.12	0.00	0.00	1.40	8.42
90. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	31.68	0.50	6.44	38.62
91. R&R Baseboard - 2 1/4"	22.67 LF	0.46	2.72	2.68	14.96	89.73
92. Mask and prep for paint - tape only (per LF)	33.67 LF	0.00	0.62	0.17	4.22	25.27
94. Seal & paint baseboard - two coats	33.67 LF	0.00	1.49	0.40	10.12	60.69
95. Paint the surface area - two coats	278.44 SF	0.00	0.99	6.96	56.54	339.16
96. Window blind - horizontal or vertical - Detach & reset	1.00 EA	0.00	33.36	0.00	6.68	40.04
Totals: Bedroom 2				101.68	255.38	1,623.03

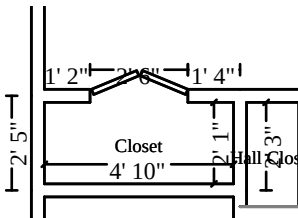


Closet 2

Height: 8'

140.00 SF Walls	13.50 SF Ceiling
153.50 SF Walls & Ceiling	13.50 SF Floor
1.50 SY Flooring	17.50 LF Floor Perimeter
17.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
97. Carpet	15.33 SF	0.00	3.70	6.80	11.34	74.86
98. R&R Carpet pad	13.50 SF	0.12	0.64	1.03	2.04	13.33
99. Remove Carpet	13.50 SF	0.29	0.00	0.00	0.78	4.70
Totals: Closet 2				7.83	14.16	92.89



Closet

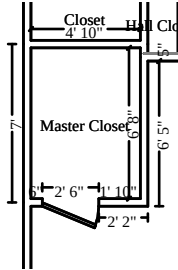
Height: 8'

110.67 SF Walls	10.07 SF Ceiling
120.74 SF Walls & Ceiling	10.07 SF Floor
1.12 SY Flooring	13.83 LF Floor Perimeter
13.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
65. Carpet	11.31 SF	0.00	3.70	5.03	8.38	55.26
66. R&R Carpet pad	9.83 SF	0.12	0.64	0.76	1.50	9.73
67. Remove Carpet pad	9.83 SF	0.12	0.00	0.00	0.24	1.42

CONTINUED - Closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Closet				5.79	10.12	66.41

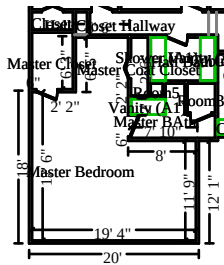


Master Closet

Height: 8'

184.00 SF Walls	32.22 SF Ceiling
216.22 SF Walls & Ceiling	32.22 SF Floor
3.58 SY Flooring	23.00 LF Floor Perimeter
23.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
29. R&R Carpet pad	32.78 SF	0.12	0.64	2.52	4.98	32.41
30. Remove Carpet	32.78 SF	0.29	0.00	0.00	1.90	11.41
31. R&R Carpet	37.69 SF	0.29	3.70	16.74	30.08	197.20
Totals: Master Closet				19.26	36.96	241.02



Master Bedroom

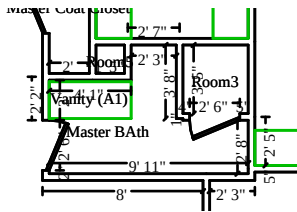
Height: 8'

692.00 SF Walls	331.90 SF Ceiling
1,023.90 SF Walls & Ceiling	331.90 SF Floor
36.88 SY Flooring	86.50 LF Floor Perimeter
86.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
7. Remove Carpet	183.85 SF	0.29	0.00	0.00	10.66	63.98
9. Remove Carpet pad	183.85 SF	0.12	0.00	0.00	4.42	26.48
10. Carpet pad	326.85 SF	0.00	0.64	25.10	41.84	276.12
11. R&R Carpet	422.33 SF	0.29	3.70	187.51	337.02	2,209.63
12. R&R Baseboard - 2 1/4"	27.00 LF	0.46	2.72	3.19	17.80	106.85
14. Mask and prep for paint - tape only (per LF)	73.50 LF	0.00	0.62	0.37	9.20	55.14
16. Seal & paint baseboard - two coats	73.50 LF	0.00	1.49	0.88	22.08	132.48
17. R&R Casing - 2 1/4"	21.00 LF	0.55	2.28	3.02	12.50	74.95
18. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	31.68	0.50	6.44	38.62
19. Paint door/window trim & jamb - Large - 2 coats (per side)	1.00 EA	0.00	37.28	0.59	7.58	45.45

CONTINUED - Master Bedroom

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
20. Prime & paint door slab only - exterior (per side)	3.00 EA	0.00	46.29	4.43	28.66	171.96
21. R&R 1/2" - drywall per LF - up to 2' tall	8.00 LF	2.43	8.43	1.21	17.60	105.69
23. Paint the surface area - two coats	603.78 SF	0.00	0.99	15.10	122.56	735.40
24. Window blind - horizontal or vertical - Detach & reset	2.00 EA	0.00	33.36	0.00	13.34	80.06
Totals: Master Bedroom				241.90	651.70	4,122.81

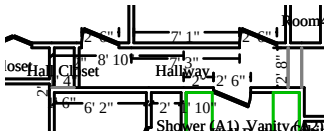


Master Bath

Height: 8'

261.33 SF Walls	43.08 SF Ceiling
304.41 SF Walls & Ceiling	43.08 SF Floor
4.79 SY Flooring	32.67 LF Floor Perimeter
32.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
41. R&R Toe kick - pre-finished wood - 1/2"	4.00 LF	2.04	8.49	1.71	8.78	52.61
43. Stain & finish toe kick	4.00 LF	0.00	1.58	0.09	1.28	7.69
44. R&R Baseboard - 2 1/4"	20.67 LF	0.46	2.72	2.44	13.62	81.79
45. Mask and prep for paint - tape only (per LF)	20.67 LF	0.00	0.62	0.10	2.58	15.50
46. Seal & paint baseboard - two coats	20.67 LF	0.00	1.49	0.25	6.22	37.27
47. R&R Casing - 2 1/4"	14.00 LF	0.55	2.28	2.02	8.32	49.96
48. Paint door slab only - 2 coats (per side)	1.00 EA	0.00	37.92	0.83	7.74	46.49
49. R&R Interior door unit	1.00 EA	20.29	299.81	25.18	69.06	414.34
51. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	31.68	0.50	6.44	38.62
52. R&R 1/2" - drywall per LF - up to 2' tall	20.67 LF	2.43	8.43	3.12	45.52	273.12
53. Paint the surface area - two coats	201.17 SF	0.00	0.99	5.03	40.84	245.03
54. Toilet - Detach & reset	1.00 EA	0.00	259.32	0.83	52.02	312.17
Totals: Master Bath				42.10	262.42	1,574.59



Hallway

Height: 8'

260.00 SF Walls	37.33 SF Ceiling
297.33 SF Walls & Ceiling	37.33 SF Floor
4.15 SY Flooring	32.50 LF Floor Perimeter
32.50 LF Ceil. Perimeter	

Missing Wall

2' 8" X 8'

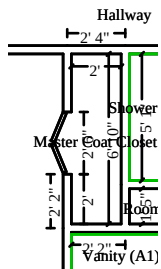
Opens into Exterior

Missing Wall

1' 6" X 8'

Opens into HALL_CLOSET

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
74. R&R Vapor barrier - visqueen - 6mil	46.71 SF	0.09	0.30	1.68	3.64	23.53
75. R&R Snaplock Laminate - simulated wood flooring	46.71 SF	1.27	5.71	32.00	65.20	423.23
76. R&R Baseboard - 2 1/4"	20.33 LF	0.46	2.72	2.40	13.42	80.47
77. Mask and prep for paint - tape only (per LF)	20.33 LF	0.00	0.62	0.10	2.54	15.24
78. Seal & paint baseboard - two coats	20.33 LF	0.00	1.49	0.24	6.10	36.63
79. R&R 1/2" - drywall per LF - up to 2' tall	20.33 LF	2.43	8.43	3.07	44.78	268.63
80. Paint the surface area - two coats	179.33 SF	0.00	0.99	4.48	36.40	218.42
81. R&R Casing - 2 1/4"	42.00 LF	0.55	2.28	6.05	25.00	149.91
82. Paint door/window trim & jamb - 2 coats (per side)	4.00 EA	0.00	31.68	2.00	25.74	154.46
83. Cold air return cover - Detach & reset	1.00 EA	0.00	18.77	0.00	3.76	22.53
85. Paint door slab only - 2 coats (per side)	1.00 EA	0.00	37.92	0.83	7.74	46.49
Totals: Hallway				52.85	234.32	1,439.54



Master Coat Closet

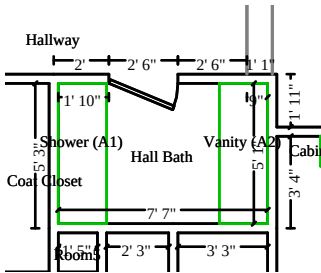
Height: 8'

141.33 SF Walls	13.67 SF Ceiling
155.00 SF Walls & Ceiling	13.67 SF Floor
1.52 SY Flooring	17.67 LF Floor Perimeter
17.67 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
26. R&R Carpet pad	12.50 SF	0.12	0.64	0.96	1.90	12.36
27. Remove Carpet	14.38 SF	0.29	0.00	0.00	0.84	5.01
32. R&R 1/2" - drywall per LF - up to 2' tall	12.17 LF	2.43	8.43	1.84	26.80	160.80

CONTINUED - Master Coat Closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
33. Paint the surface area - two coats	103.11 SF	0.00	0.99	2.58	20.94	125.60
34. R&R Baseboard - 2 1/4"	12.17 LF	0.46	2.72	1.44	8.02	48.16
35. Mask and prep for paint - tape only (per LF)	12.17 LF	0.00	0.62	0.06	1.54	9.15
36. Seal & paint baseboard - two coats	12.17 LF	0.00	1.49	0.15	3.66	21.94
37. R&R Casing - 2 1/4"	14.00 LF	0.55	2.28	2.02	8.32	49.96
38. Paint door/window trim & jamb - Large - 2 coats (per side)	1.00 EA	0.00	37.28	0.59	7.58	45.45
39. R&R Bifold door set - Colonist - Double	1.00 EA	16.23	346.42	25.65	77.66	465.96
40. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	37.92	1.66	15.50	93.00
Totals: Master Coat Closet				36.95	172.76	1,037.39



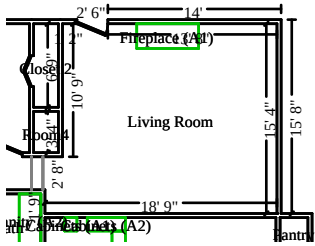
Hall Bath

Height: 8'

202.67 SF Walls	38.55 SF Ceiling
241.22 SF Walls & Ceiling	38.55 SF Floor
4.28 SY Flooring	25.33 LF Floor Perimeter
25.33 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
100. R&R Baseboard - 2 1/4"	3.67 LF	0.46	2.72	0.43	2.42	14.52
101. Mask and prep for paint - tape only (per LF)	3.67 LF	0.00	0.62	0.02	0.46	2.76
102. Seal & paint baseboard - two coats	3.67 LF	0.00	1.49	0.04	1.10	6.61
103. R&R 1/2" - drywall per LF - up to 2' tall	3.67 LF	2.43	8.43	0.55	8.08	48.49
104. Paint the surface area - two coats	95.83 SF	0.00	0.99	2.40	19.46	116.73
105. Toilet - Detach & reset	1.00 EA	0.00	259.32	0.83	52.02	312.17
106. R&R Toe kick - pre-finished wood - 1/2"	5.00 LF	2.04	8.49	2.14	10.96	65.75
107. Stain & finish toe kick	5.00 LF	0.00	1.58	0.11	1.60	9.61
108. R&R Casing - 2 1/4"	14.00 LF	0.55	2.28	2.02	8.32	49.96
109. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	31.68	0.50	6.44	38.62
110. Paint door slab only - 2 coats (per side)	1.00 EA	0.00	37.92	0.83	7.74	46.49

Totals: Hall Bath				9.87	118.60	711.71
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Living Room

Height: 8'

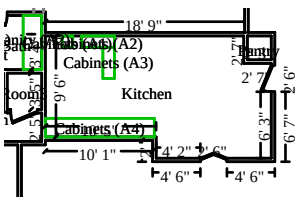
525.33 SF Walls	272.72 SF Ceiling
798.05 SF Walls & Ceiling	272.72 SF Floor
30.30 SY Flooring	65.67 LF Floor Perimeter
65.67 LF Ceil. Perimeter	

Missing Wall

2' 8" X 8'

Opens into Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
111. Remove Snaplock Laminate - simulated wood flooring	196.09 SF	1.27	0.00	0.00	49.80	298.83
112. R&R Vapor barrier - visqueen - 6mil	264.09 SF	0.09	0.30	9.50	20.60	133.10
113. Vapor barrier - 15# felt	196.09 SF	0.00	0.27	6.35	10.58	69.87
114. Snaplock Laminate - simulated wood flooring	264.09 SF	0.00	5.71	180.96	301.60	1,990.51
116. R&R Baseboard - 2 1/4"	43.17 LF	0.46	2.72	5.09	28.48	170.85
117. Baseboard - Detach & reset	10.00 LF	0.00	2.26	0.02	4.52	27.14
118. Mask and prep for paint - tape only (per LF)	53.17 LF	0.00	0.62	0.27	6.66	39.90
119. Seal & paint baseboard - two coats	53.17 LF	0.00	1.49	0.64	15.96	95.82
120. R&R Batt insulation - 4" - R13 - paper / foil faced	20.00 SF	0.27	1.05	1.58	5.60	33.58
122. R&R 1/2" - drywall per LF - up to 2' tall	35.17 LF	2.43	8.43	5.31	77.46	464.71
124. Paint the surface area - two coats	476.25 SF	0.00	0.99	11.91	96.68	580.08
125. Window blind - horizontal or vertical - Detach & reset	2.00 EA	0.00	33.36	0.00	13.34	80.06
Totals: Living Room				221.63	631.28	3,984.45



Kitchen

Height: 8'

524.00 SF Walls	216.85 SF Ceiling
740.85 SF Walls & Ceiling	216.85 SF Floor
24.09 SY Flooring	65.50 LF Floor Perimeter
65.50 LF Ceil. Perimeter	

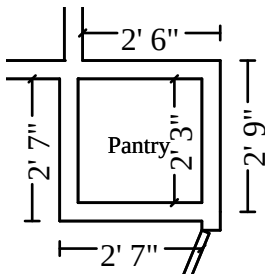
DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
132. R&R Vapor barrier - visqueen - 6mil	188.71 SF	0.09	0.30	6.79	14.72	95.10
133. R&R Snaplock Laminate - simulated wood flooring	188.71 SF	1.27	5.71	129.30	263.44	1,709.93

CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
134. R&R Baseboard - 2 1/4"	35.42 LF	0.46	2.72	4.18	23.36	140.17
135. Mask and prep for paint - tape only (per LF)	35.42 LF	0.00	0.62	0.18	4.44	26.58
136. Seal & paint baseboard - two coats	35.42 LF	0.00	1.49	0.43	10.64	63.85
137. R&R 1/2" - drywall per LF - up to 2' tall	15.00 LF	2.43	8.43	2.27	33.06	198.23
138. Paint the surface area - two coats	383.78 SF	0.00	0.99	9.60	77.90	467.44
139. Refrigerator - Remove & reset	1.00 EA	0.00	50.97	0.00	10.20	61.17
141. R&R Casing - 2 1/4"	31.00 LF	0.55	2.28	4.46	18.46	110.65
142. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	0.00	31.68	1.00	12.88	77.24
143. R&R Toe kick - pre-finished wood - 1/2"	14.00 LF	2.04	8.49	5.98	30.70	184.10
144. Window blind - horizontal or vertical - Detach & reset	1.00 EA	0.00	33.36	0.00	6.68	40.04
145. Range - electric - Remove & reset	1.00 EA	0.00	38.23	0.00	7.64	45.87
146. Range hood - Detach & reset	1.00 EA	0.00	67.33	0.00	13.46	80.79
148. Dishwasher - Detach & reset	1.00 EA	0.00	247.67	0.00	49.54	297.21
149. R&R Custom cabinets - base units - High grade	15.67 LF	8.13	392.66	559.44	1,367.96	8,207.78
151. Stain & finish cabinet	1.00 EA	0.00	5,200.00	1.45	1,040.30	6,241.75
152. Countertop - solid surface/granite - Detach & reset	35.34 SF	0.00	27.40	0.25	193.72	1,162.29
153. Content Manipulation charge - per hour	64.00 HR	0.00	47.51	0.00	608.12	3,648.76
154. Contents Evaluation and/or Supervisor/Admin - per hour	8.00 HR	0.00	62.55	0.00	100.08	600.48
155. Provide stretch film/wrap	2.00 RL	0.00	28.36	5.67	12.48	74.87
156. Provide furniture heavyweight blanket/pad	40.00 EA	0.00	18.26	73.04	160.68	964.12
157. Provide box, packing paper & tape - large size	30.00 EA	0.00	5.06	35.22	33.40	220.42
158. Provide wardrobe box & tape - large size	6.00 EA	0.00	26.64	37.08	35.16	232.08
159. Provide plastic mattress cover & packing tape - King size	4.00 EA	0.00	9.16	3.66	8.06	48.36
160. Bubble Wrap 12" wide - Add-on cost for fragile items	125.00 LF	0.00	0.09	1.13	2.48	14.86
161. Job-site cargo/storage container - 40' long (per month)	2.00 MO	0.00	115.84	23.17	50.98	305.83
162. Padlock/disc lock	1.00 EA	0.00	14.24	1.42	3.12	18.78
163. Content Manipulation charge - per hour	72.00 HR	0.00	47.51	0.00	684.14	4,104.86

CONTINUED - Kitchen

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
164. Insulation - Labor Minimum	1.00 EA	0.00	134.43	0.00	26.88	161.31
165. Electrical - Labor Minimum	1.00 EA	0.00	181.48	0.00	36.30	217.78
166. R&R Custom cabinets - wall units - 30" tall - High grade	13.67 LF	8.13	260.72	307.67	796.56	4,779.41
Totals: Kitchen				1,213.39	5,737.54	34,602.11

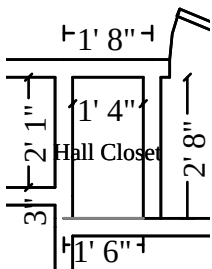


Pantry

Height: 8'

72.00 SF Walls	5.06 SF Ceiling
77.06 SF Walls & Ceiling	5.06 SF Floor
0.56 SY Flooring	9.00 LF Floor Perimeter
9.00 LF Ceil. Perimeter	

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
126. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA	0.00	31.68	0.50	6.44	38.62
127. R&R Vapor barrier - visqueen - 6mil	4.88 SF	0.09	0.30	0.18	0.38	2.46
128. R&R Snaplock Laminate - simulated wood flooring	4.88 SF	1.27	5.71	3.35	6.82	44.23
129. R&R Baseboard - 2 1/4"	6.92 LF	0.46	2.72	0.82	4.56	27.38
130. Mask and prep for paint - tape only (per LF)	6.92 LF	0.00	0.62	0.04	0.86	5.19
131. Seal & paint baseboard - two coats	6.92 LF	0.00	1.49	0.08	2.08	12.47
Totals: Pantry				4.97	21.14	130.35



Hall Closet

Height: 8'

53.33 SF Walls	3.56 SF Ceiling
56.89 SF Walls & Ceiling	3.56 SF Floor
0.40 SY Flooring	6.67 LF Floor Perimeter
6.67 LF Ceil. Perimeter	

Missing Wall

1' 4" X 8'

Opens into HALLWAY

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
68. R&R Vapor barrier - visqueen - 6mil	3.96 SF	0.09	0.30	0.14	0.32	2.01

CONTINUED - Hall Closet

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
70. R&R Snaplock Laminate - simulated wood flooring	3.96 SF	1.27	5.71	2.71	5.52	35.87
71. R&R Baseboard - 2 1/4"	6.33 LF	0.46	2.72	0.75	4.18	25.06
72. Mask and prep for paint - tape only (per LF)	6.33 LF	0.00	0.62	0.03	0.78	4.73
73. Seal & paint baseboard - two coats	6.33 LF	0.00	1.49	0.08	1.90	11.41
Totals: Hall Closet				3.71	12.70	79.08
Total: Main Level				2,152.48	8,543.56	52,202.20

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
84. Heat, vent, & air cond. labor minimum	1.00 EA	0.00	210.96	0.00	42.20	253.16
Totals: Labor Minimums Applied				0.00	42.20	253.16
Line Item Totals: JESSE_WEEGEN				2,152.48	8,585.76	52,455.36

Grand Total Areas:

4,062.67 SF Walls	1,250.09 SF Ceiling	5,312.75 SF Walls and Ceiling
1,250.09 SF Floor	138.90 SY Flooring	507.83 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	507.83 LF Ceil. Perimeter
1,250.09 Floor Area	1,364.67 Total Area	4,066.67 Interior Wall Area
1,538.33 Exterior Wall Area	175.67 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

Summary

Line Item Total	41,717.12
Material Sales Tax	1,156.58
Cleaning Matl Tax	31.16
Storage Rental Tax	23.17
Subtotal	42,928.03
Overhead	4,292.88
Profit	4,292.88
Service Sales Tax	941.57
Replacement Cost Value	\$52,455.36
Net Claim	\$52,455.36

Christian Rodas
Estimator

Recap of Taxes, Overhead and Profit

	Overhead (10%)	Profit (10%)	Material Sales Tax (10%)	Cleaning Matl Tax (10%)	Service Sales Tax (10%)	Manuf. Home Tax (6.5%)	Storage Rental Tax (10%)	State Food Tax (1.5%)	Local Food Tax (3.5%)
Line Items									
	4,292.88	4,292.88	1,156.58	31.16	941.57	0.00	23.17	0.00	0.00
Total	4,292.88	4,292.88	1,156.58	31.16	941.57	0.00	23.17	0.00	0.00

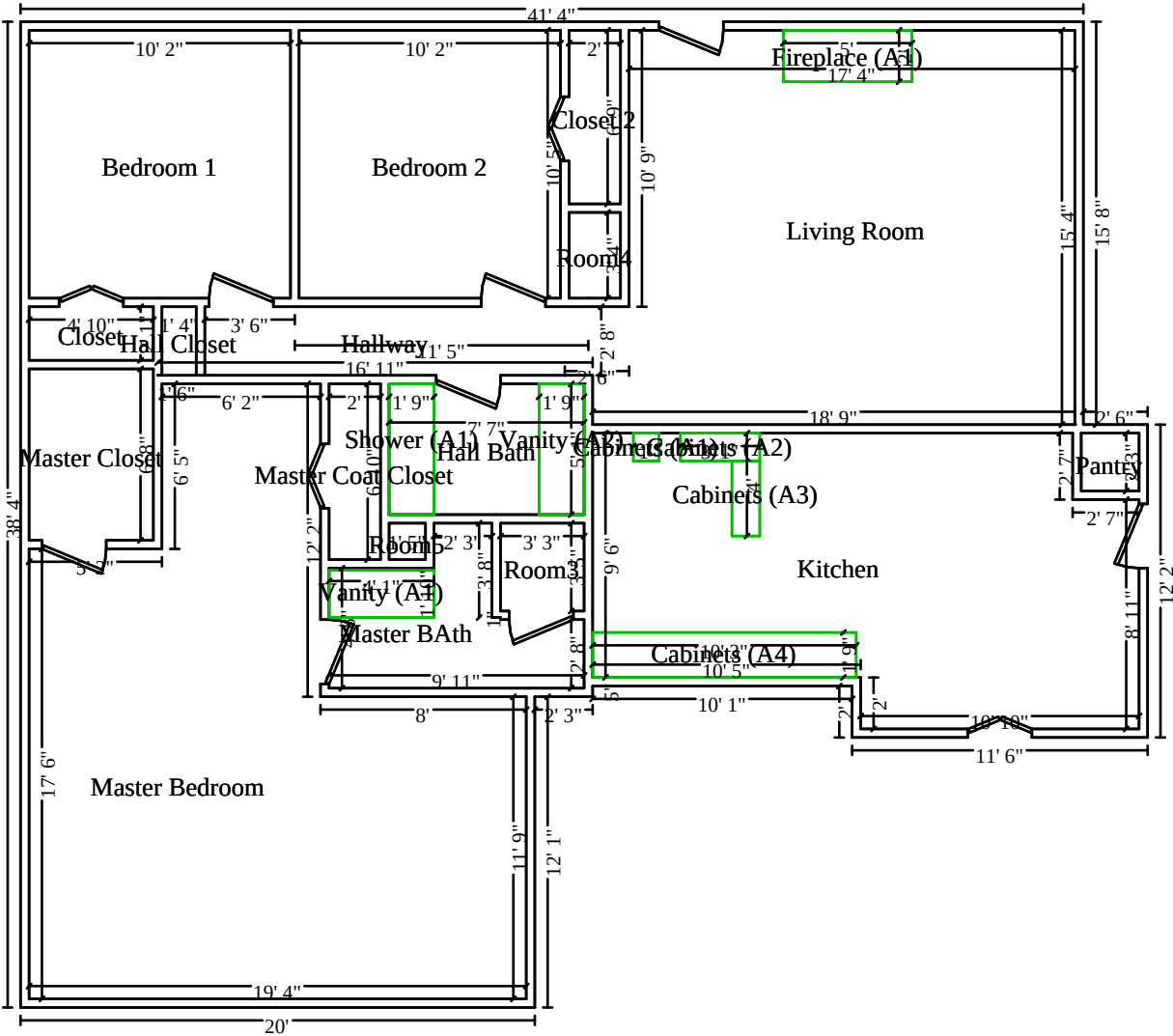
Recap by Room

Estimate: JESSE_WEEGEN

Area: Main Level	1,100.02	2.64%
Bedroom 1	821.77	1.97%
Bedroom 2	1,265.97	3.03%
Closet 2	70.90	0.17%
Closet	50.50	0.12%
Master Closet	184.80	0.44%
Master Bedroom	3,229.21	7.74%
Master BATH	1,270.07	3.04%
Hallway	1,152.37	2.76%
Master Coat Closet	827.68	1.98%
Hall Bath	583.24	1.40%
Living Room	3,131.54	7.51%
Kitchen	27,651.18	66.28%
Pantry	104.24	0.25%
Hall Closet	62.67	0.15%
Area Subtotal: Main Level	41,506.16	99.49%
Labor Minimums Applied	210.96	0.51%
Subtotal of Areas	41,717.12	100.00%
Total	41,717.12	100.00%

Recap by Category

O&P Items	Total	%
APPLIANCES	404.20	0.77%
CABINETRY	10,880.61	20.74%
CONT: GARMENT & SOFT GOODS CLN	311.64	0.59%
CLEANING	359.66	0.69%
CONTENT MANIPULATION	6,707.28	12.79%
CONT: PACKING,HANDLNG,STORAGE	1,335.41	2.55%
GENERAL DEMOLITION	2,153.30	4.11%
DOORS	646.23	1.23%
DRYWALL	969.53	1.85%
ELECTRICAL	181.48	0.35%
FLOOR COVERING - CARPET	3,561.13	6.79%
FLOOR COVERING - WOOD	3,108.10	5.93%
FINISH CARPENTRY / TRIMWORK	872.18	1.66%
HEAT, VENT & AIR CONDITIONING	229.73	0.44%
INSULATION	155.43	0.30%
LABOR ONLY	265.56	0.51%
PLUMBING	518.64	0.99%
PAINTING	8,856.85	16.88%
WINDOW TREATMENT	200.16	0.38%
O&P Items Subtotal	41,717.12	79.53%
Material Sales Tax	1,156.58	2.20%
Cleaning Matl Tax	31.16	0.06%
Storage Rental Tax	23.17	0.04%
Overhead	4,292.88	8.18%
Profit	4,292.88	8.18%
Service Sales Tax	941.57	1.79%
Total	52,455.36	100.00%



Main Level



NWA Restore - It, Inc.

13525 W HWY 102
Centerton, AR 72719
Office: (479) 795-1300
Fax: (479) 795-1156
Tax ID: 72-1532198

Client: Nikiville, LLC
Property: 3190 N Melinda Dr
Fayetteville , AR

Operator: JOELB

Type of Estimate:

Date Entered: 2/8/2023

Date Assigned:

Price List: ARFA8X_FEB23

Labor Efficiency: Restoration/Service/Remodel

Estimate: NIKIVILLE_0049G&C

This is an ESTIMATE only for the work described. Any expenses or materials not listed in this estimate will be considered additional and will be billed in addition to the amount of this estimate. This estimate is good for 30 days from receipt.



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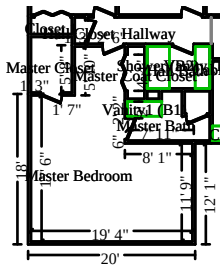
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NIKIVILLE_0049G&C

Interior

Interior

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
1. Final cleaning - construction - Residential	1,160.18 SF		0.00	0.30	40.72	69.62	458.39
2. Dumpster load - Approx. 12 yards, 1-3 tons of debris	1.00 EA		474.80	0.00	55.55	94.96	625.31
3. Residential Supervision / Project Management - per hour	4.00 HR		0.00	65.83	0.00	52.66	315.98
Total: Interior					96.27	217.24	1,399.68



Master Bedroom

Height: 8'

603.78 SF Walls
930.63 SF Walls & Ceiling
36.32 SY Flooring
85.33 LF Ceil. Perimeter

326.85 SF Ceiling
326.85 SF Floor
73.50 LF Floor Perimeter

Door	2' 6" X 6' 8"	Opens into MASTER_BATH
Door	4' 4" X 6' 8"	Opens into MASTER_COAT_
Door	2' 6" X 6' 8"	Opens into HALLWAY
Door	2' 6" X 6' 8"	Opens into MASTER_CLOSE

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
4. Remove Carpet	183.85 SF		0.29	0.00	0.00	10.66	63.98
5. Remove Carpet pad	183.85 SF		0.12	0.00	0.00	4.42	26.48
6. Carpet pad	326.85 SF		0.00	0.64	24.48	41.84	275.50
7. Carpet	422.33 SF		0.00	3.68	181.84	310.84	2,046.85
8. Baseboard - 2 1/4"	27.00 LF		0.00	2.71	3.11	15.26	91.54
9. Mask and prep for paint - tape only (per LF)	73.50 LF		0.00	0.62	0.36	9.20	55.13
10. Seal & paint baseboard - two coats	73.50 LF		0.00	1.49	0.86	22.08	132.46
11. Casing - 2 1/4"	21.00 LF		0.00	2.27	2.95	10.14	60.76
12. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	31.56	0.49	6.42	38.47
13. Paint door/window trim & jamb - Large - 2 coats (per side)	1.00 EA		0.00	37.12	0.57	7.54	45.23
14. Paint door slab only - 2 coats (per side)	3.00 EA		0.00	37.78	2.42	23.14	138.90

NIKIVILLE_0049G&C

2/27/2023

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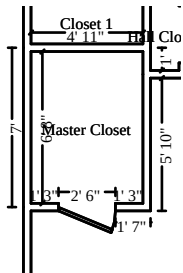


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CONTINUED - Master Bedroom

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
15. 1/2" - drywall per LF - up to 2' tall	8.00 LF		0.00	8.34	1.14	13.56	81.42
16. Paint the walls - two coats	603.78 SF		0.00	0.99	14.72	122.48	734.94
17. Window blind - horizontal or vertical - Detach & reset	2.00 EA		0.00	33.07	0.00	13.22	79.36
Totals: Master Bedroom					232.94	610.80	3,871.02

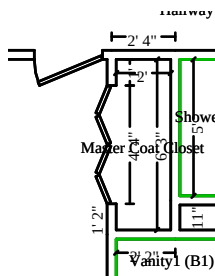


Master Closet

Height: 8'

168.67 SF Walls	32.78 SF Ceiling
201.44 SF Walls & Ceiling	32.78 SF Floor
3.64 SY Flooring	20.67 LF Floor Perimeter
23.17 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
18. R&R Carpet pad	32.78 SF		0.12	0.64	2.46	4.98	32.35
19. Remove Carpet	32.78 SF		0.29	0.00	0.00	1.90	11.41
20. Carpet	37.69 SF		0.00	3.68	16.22	27.74	182.66
Totals: Master Closet					18.68	34.62	226.42



Master Coat Closet

Height: 8'

103.11 SF Walls	12.50 SF Ceiling
115.61 SF Walls & Ceiling	12.50 SF Floor
1.39 SY Flooring	12.17 LF Floor Perimeter
16.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
21. Carpet pad	12.50 SF		0.00	0.64	0.94	1.60	10.54
22. Carpet	14.38 SF		0.00	3.68	6.19	10.58	69.69
23. 1/2" - drywall per LF - up to 2' tall	12.17 LF		0.00	8.34	1.73	20.64	123.87
24. Paint the walls - two coats	103.11 SF		0.00	0.99	2.51	20.92	125.51

NIKIVILLE_0049G&C

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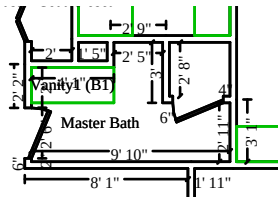


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CONTINUED - Master Coat Closet

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
25. Baseboard - 2 1/4"	12.17 LF		0.00	2.71	1.40	6.88	41.26
26. Mask and prep for paint - tape only (per LF)	12.17 LF		0.00	0.62	0.06	1.54	9.15
27. Seal & paint baseboard - two coats	12.17 LF		0.00	1.49	0.14	3.64	21.91
28. Casing - 2 1/4"	14.00 LF		0.00	2.27	1.97	6.76	40.51
29. Paint door/window trim & jamb - Large - 2 coats (per side)	1.00 EA		0.00	37.12	0.57	7.54	45.23
30. Bifold door set - Colonist - Double	1.00 EA		0.00	337.95	24.25	72.46	434.66
31. Paint door slab only - 2 coats (per side)	2.00 EA		0.00	37.78	1.62	15.44	92.62
Totals: Master Coat Closet					41.38	168.00	1,014.95



Master Bath

Height: 8'

201.17 SF Walls	43.08 SF Ceiling
244.24 SF Walls & Ceiling	35.93 SF Floor
3.99 SY Flooring	20.67 LF Floor Perimeter
31.50 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
32. Toe kick - pre-finished wood - 1/2"	4.00 LF		0.00	8.45	1.67	7.10	42.57
33. Stain & finish toe-kick	4.00 LF		0.00	1.58	0.09	1.28	7.69
34. Baseboard - 2 1/4"	20.67 LF		0.00	2.71	2.38	11.68	70.08
35. Mask and prep for paint - tape only (per LF)	20.67 LF		0.00	0.62	0.10	2.58	15.50
36. Seal & paint baseboard - two coats	20.67 LF		0.00	1.49	0.24	6.20	37.24
37. Casing - 2 1/4"	14.00 LF		0.00	2.27	1.97	6.76	40.51
38. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	31.56	0.49	6.42	38.47
39. Interior door unit	1.00 EA		0.00	299.41	24.55	64.80	388.76
40. Paint door slab only - 2 coats (per side)	1.00 EA		0.00	37.78	0.81	7.72	46.31
41. 1/2" - drywall per LF - up to 2' tall	20.67 LF		0.00	8.34	2.94	35.06	210.39
42. Paint the walls - two coats	201.17 SF		0.00	0.99	4.90	40.82	244.88

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CONTINUED - Master Bath

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
43. Toilet - Detach & reset	1.00 EA		0.00	256.53	0.81	51.46	308.80
Totals: Master Bath					40.95	241.88	1,451.20



Bedroom 1

Height: 8'

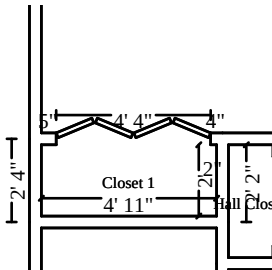
278.44 SF Walls	102.51 SF Ceiling
380.96 SF Walls & Ceiling	102.51 SF Floor
11.39 SY Flooring	33.67 LF Floor Perimeter
40.50 LF Ceil. Perimeter	

Door
Door

4' 4" X 6' 8"
2' 6" X 6' 8"

Opens into CLOSET_1
Opens into HALLWAY

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
44. Carpet	186.50 SF		0.00	3.68	80.30	137.26	903.88
45. Remove Carpet pad	92.51 SF		0.12	0.00	0.00	2.22	13.32
46. Carpet pad	92.51 SF		0.00	0.64	6.92	11.84	77.97
47. Remove Carpet	102.51 SF		0.29	0.00	0.00	5.94	35.67
48. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	31.56	0.49	6.42	38.47
Totals: Bedroom 1					87.71	163.68	1,069.31



Closet 1

Height: 8'

81.78 SF Walls	9.83 SF Ceiling
91.61 SF Walls & Ceiling	9.83 SF Floor
1.09 SY Flooring	9.50 LF Floor Perimeter
13.83 LF Ceil. Perimeter	

Door

4' 4" X 6' 8"

Opens into BEDROOM_1

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
49. Carpet	11.31 SF		0.00	3.68	4.87	8.32	54.81
50. R&R Carpet pad	9.83 SF		0.12	0.64	0.73	1.50	9.70
51. Remove Carpet	9.83 SF		0.29	0.00	0.00	0.58	3.43

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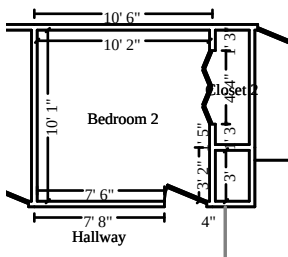


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CONTINUED - Hallway

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
57. Vapor barrier - visqueen - 6mil	46.71 SF		0.00	0.29	1.58	2.72	17.85
58. Snaplock Laminate - simulated wood flooring	46.71 SF		0.00	5.70	31.15	53.26	350.66
59. Baseboard - 2 1/4"	20.33 LF		0.00	2.71	2.34	11.48	68.91
60. Mask and prep for paint - tape only (per LF)	20.33 LF		0.00	0.62	0.10	2.54	15.24
61. Seal & paint baseboard - two coats	20.33 LF		0.00	1.49	0.24	6.10	36.63
62. 1/2" - drywall per LF - up to 2' tall	20.33 LF		0.00	8.34	2.89	34.50	206.94
63. Paint the walls - two coats	179.33 SF		0.00	0.99	4.37	36.38	218.29
64. Casing - 2 1/4"	42.00 LF		0.00	2.27	5.90	20.24	121.48
65. Paint door/window trim & jamb - 2 coats (per side)	4.00 EA		0.00	31.56	1.95	25.64	153.83
66. Cold air return cover - Detach & reset	1.00 EA		0.00	18.56	0.00	3.72	22.28
67. Paint door slab only - 2 coats (per side)	1.00 EA		0.00	37.78	0.81	7.72	46.31
Totals: Hallway					51.33	204.30	1,258.42



Bedroom 2

Height: 8'

278.44 SF Walls	102.51 SF Ceiling
380.96 SF Walls & Ceiling	102.51 SF Floor
11.39 SY Flooring	33.67 LF Floor Perimeter
40.50 LF Ceil. Perimeter	

Door	4' 4" X 6' 8"	Opens into CLOSET_2
Door	2' 6" X 6' 8"	Opens into HALLWAY

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
68. Carpet	187.17 SF		0.00	3.68	80.59	137.76	907.14
69. Carpet pad	102.51 SF		0.00	0.64	7.68	13.12	86.41
70. Remove Carpet	58.51 SF		0.29	0.00	0.00	3.40	20.37
71. Remove Carpet pad	58.51 SF		0.12	0.00	0.00	1.40	8.42
72. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	31.56	0.49	6.42	38.47
73. Baseboard - 2 1/4"	22.67 LF		0.00	2.71	2.61	12.80	76.85

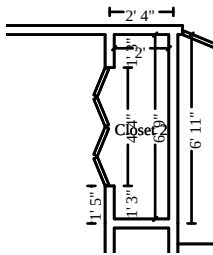


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CONTINUED - Bedroom 2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
74. Mask and prep for paint - tape only (per LF)	33.67 LF		0.00	0.62	0.16	4.22	25.26
75. Seal & paint baseboard - two coats	33.67 LF		0.00	1.49	0.39	10.12	60.68
76. Paint the walls - two coats	278.44 SF		0.00	0.99	6.79	56.50	338.95
77. Window blind - horizontal or vertical - Detach & reset	1.00 EA		0.00	33.07	0.00	6.62	39.69
Totals: Bedroom 2					98.71	252.36	1,602.24



Closet 2

Height: 8'

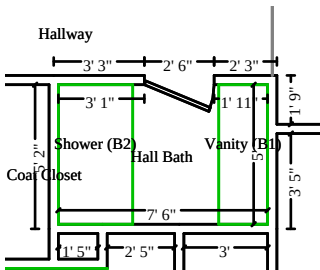
111.11 SF Walls	13.50 SF Ceiling
124.61 SF Walls & Ceiling	13.50 SF Floor
1.50 SY Flooring	13.17 LF Floor Perimeter
17.50 LF Ceil. Perimeter	

Door

4' 4" X 6' 8"

Opens into BEDROOM_2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
78. Carpet	15.53 SF		0.00	3.68	6.68	11.44	75.27
79. R&R Carpet pad	13.50 SF		0.12	0.64	1.01	2.04	13.31
80. Remove Carpet	13.50 SF		0.29	0.00	0.00	0.78	4.70
Totals: Closet 2					7.69	14.26	93.28



Hall Bath

Height: 8'

95.83 SF Walls	37.50 SF Ceiling
133.33 SF Walls & Ceiling	15.42 SF Floor
1.71 SY Flooring	3.67 LF Floor Perimeter
25.00 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into HALLWAY

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
81. Baseboard - 2 1/4"	3.67 LF		0.00	2.71	0.42	2.08	12.45
82. Mask and prep for paint - tape only (per LF)	3.67 LF		0.00	0.62	0.02	0.46	2.76

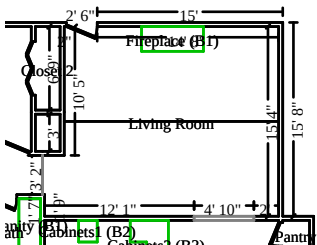


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CONTINUED - Hall Bath

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
83. Seal & paint baseboard - two coats	3.67 LF		0.00	1.49	0.04	1.10	6.61
84. 1/2" - drywall per LF - up to 2' tall	3.67 LF		0.00	8.34	0.52	6.22	37.35
85. Paint the walls - two coats	95.83 SF		0.00	0.99	2.34	19.44	116.65
86. Toilet - Detach & reset	1.00 EA		0.00	256.53	0.81	51.46	308.80
87. R&R Toe kick - pre-finished wood - 1/2"	5.00 LF		2.02	8.45	2.08	10.90	65.33
88. Stain & finish toe-kick	5.00 LF		0.00	1.58	0.11	1.60	9.61
89. Casing - 2 1/4"	14.00 LF		0.00	2.27	1.97	6.76	40.51
90. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	31.56	0.49	6.42	38.47
91. Interior door unit	1.00 EA		0.00	299.41	24.55	64.80	388.76
92. Paint door slab only - 2 coats (per side)	1.00 EA		0.00	37.78	0.81	7.72	46.31
Totals: Hall Bath					34.16	178.96	1,073.61



Living Room

Height: Peaked

476.25 SF Walls	287.74 SF Ceiling
763.99 SF Walls & Ceiling	264.09 SF Floor
29.34 SY Flooring	53.17 LF Floor Perimeter
70.26 LF Ceil. Perimeter	

Door

2' 6" X 6' 8"

Opens into Exterior

Missing Wall

3' 2" X 8'

Opens into HALLWAY

Missing Wall - Goes to Floor

4' 10" X 6' 8"

Opens into KITCHEN2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
93. Remove Snaplock Laminate - simulated wood flooring	196.09 SF		1.26	0.00	0.00	49.42	296.49
94. Vapor barrier - 15# felt	196.09 SF		0.00	0.27	6.19	10.58	69.71
95. Vapor barrier - visqueen - 6mil	264.09 SF		0.00	0.29	8.96	15.32	100.87
96. Snaplock Laminate - simulated wood flooring	264.09 SF		0.00	5.70	176.12	301.06	1,982.49
97. Baseboard - 2 1/4"	43.17 LF		0.00	2.71	4.97	24.40	146.36
98. Baseboard - Detach & reset	10.00 LF		0.00	2.24	0.02	4.48	26.90
99. Mask and prep for paint - tape only (per LF)	53.17 LF		0.00	0.62	0.26	6.66	39.89

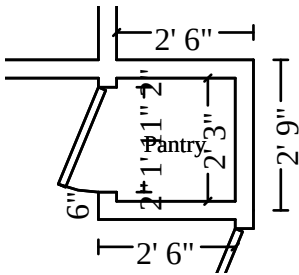


NWA Restore - It, Inc.

13525 W HWY 102
Centerton, AR 72719
Office: (479) 795-1300
Fax: (479) 795-1156
Tax ID: 72-1532198

CONTINUED - Living Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
100. Seal & paint baseboard - two coats	53.17 LF		0.00	1.49	0.62	15.96	95.80
101. Batt insulation - 4" - R13 - paper / foil faced	20.00 SF		0.00	1.01	1.48	4.34	26.02
102. 1/2" - drywall per LF - up to 2' tall	35.17 LF		0.00	8.34	5.01	59.66	357.99
103. Paint the walls - two coats	476.25 SF		0.00	0.99	11.61	96.62	579.72
104. Window blind - horizontal or vertical - Detach & reset	2.00 EA		0.00	33.07	0.00	13.22	79.36
Totals: Living Room					215.24	601.72	3,801.60



Pantry

Height: 8'

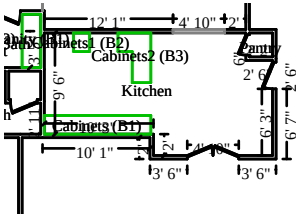
57.89 SF Walls	4.88 SF Ceiling
62.76 SF Walls & Ceiling	4.88 SF Floor
0.54 SY Flooring	6.92 LF Floor Perimeter
8.83 LF Ceil. Perimeter	

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
105. Paint door/window trim & jamb - 2 coats (per side)	1.00 EA		0.00	31.56	0.49	6.42	38.47
106. Vapor barrier - visqueen - 6mil	4.88 SF		0.00	0.29	0.17	0.28	1.87
107. Snaplock Laminate - simulated wood flooring	4.88 SF		0.00	5.70	3.25	5.56	36.63
108. Baseboard - 2 1/4"	6.92 LF		0.00	2.71	0.80	3.92	23.47
109. Mask and prep for paint - tape only (per LF)	6.92 LF		0.00	0.62	0.03	0.86	5.18
110. Seal & paint baseboard - two coats	6.92 LF		0.00	1.49	0.08	2.08	12.47
Totals: Pantry					4.82	19.12	118.09



NWA Restore - It, Inc.

13525 W HWY 102
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Kitchen

Height: 8'

383.78 SF Walls
603.11 SF Walls & Ceiling
20.97 SY Flooring
65.83 LF Ceil. Perimeter

219.33 SF Ceiling
188.71 SF Floor
35.42 LF Floor Perimeter

Door 2' 6" X 6' 8" **Opens into Exterior**
Door 1' 11" X 6' 8" **Opens into PANTRY**
Missing Wall - Goes to Floor 4' 10" X 6' 8" **Opens into LIVING_ROOM**
Door 4' 10" X 6' 8" **Opens into Exterior**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
111. Vapor barrier - visqueen - 6mil	188.71 SF		0.00	0.29	6.41	10.94	72.08
112. Snaplock Laminate - simulated wood flooring	188.71 SF		0.00	5.70	125.86	215.14	1,416.65
113. Baseboard - 2 1/4"	35.42 LF		0.00	2.71	4.08	20.02	120.09
114. Mask and prep for paint - tape only (per LF)	35.42 LF		0.00	0.62	0.17	4.44	26.57
115. Seal & paint baseboard - two coats	35.42 LF		0.00	1.49	0.41	10.64	63.83
116. 1/2" - drywall per LF - up to 2' tall	15.00 LF		0.00	8.34	2.14	25.44	152.68
117. Paint the walls - two coats	383.78 SF		0.00	0.99	9.36	77.86	467.16
118. Refrigerator - Remove & reset	1.00 EA		0.00	50.54	0.00	10.10	60.64
119. Casing - 2 1/4"	31.00 LF		0.00	2.27	4.35	14.96	89.68
120. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA		0.00	31.56	0.98	12.82	76.92
121. R&R Toe kick - pre-finished wood - 1/2"	14.00 LF		2.02	8.45	5.83	30.48	182.89
122. Window blind - horizontal or vertical - Detach & reset	1.00 EA		0.00	33.07	0.00	6.62	39.69
123. Range - electric - Remove & reset	1.00 EA		0.00	37.90	0.00	7.58	45.48
124. Range hood - Detach & reset	1.00 EA		0.00	66.58	0.00	13.32	79.90
125. Dishwasher - Detach & reset	1.00 EA		0.00	244.91	0.00	48.98	293.89
126. R&R Custom cabinets - base units	15.67 LF		8.05	392.36	545.45	1,363.98	8,183.85
127. R&R Custom cabinets - wall units	13.67 LF		8.05	260.42	299.98	793.98	4,763.94
128. Stains and finish cabinets	1.00 EA		0.00	5,200.00	207.87	1,081.58	6,489.45
129. Detach & Reset Countertop - solid surface	35.34 SF	27.17	0.00	0.00	0.24	192.08	1,152.51



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CONTINUED - Kitchen

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
Totals: Kitchen					1,213.13	3,940.96	23,777.90
Total: Interior					2,152.21	6,669.32	40,894.50

Contents

Pack-out

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
130. Content Manipulation charge - per hour	64.00 HR		0.00	47.11	0.00	603.00	3,618.04
4 technicians for 16hrs to pack out							
131. Contents Evaluation and/or Supervisor/Admin - per hour	8.00 HR		0.00	62.02	0.00	99.24	595.40
Working supervisor on site, communication with customer and administrative tasks.							
132. Provide stretch film/wrap	2.00 RL		0.00	37.06	7.23	16.26	97.61
133. Provide furniture heavyweight blanket/pad	40.00 EA		0.00	23.77	66.22	203.40	1,220.42
134. Provide box, packing paper & tape - large size	30.00 EA		0.00	6.76	14.13	43.38	260.31
135. Provide wardrobe box & tape - large size	6.00 EA		0.00	37.30	15.58	47.88	287.26
136. Provide plastic mattress cover & packing tape - King size	4.00 EA		0.00	12.82	3.57	10.98	65.83
137. Bubble Wrap 12" wide - Add-on cost for fragile items	125.00 LF		0.00	0.13	1.58	3.58	21.41
138. Job-site cargo container - pick up/del. (each way) 16'-40'	2.00 EA		0.00	139.16	27.14	61.08	366.54
1 container, pick up and delivery							
139. Job-site cargo/storage container - 40' long - per month	2.00 MO		0.00	300.00	58.50	131.70	790.20
1 container rental for 2 months. Actual time stored will be calculated.							
140. Padlock/disc lock	1.00 EA		0.00	69.37	6.76	15.24	91.37
Totals: Pack-out					200.71	1,235.74	7,414.39

Pack-in

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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NWA Restore - It, Inc.

13525 W HWY 102
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CONTINUED - Pack-in

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
141. Content Manipulation charge - per hour	72.00 HR		0.00	47.11	0.00	678.38	4,070.30
4 technicians for 18hrs to pack in, additional time needed due to new building materials							
Totals: Pack-in					0.00	678.38	4,070.30
Total: Contents					200.71	1,914.12	11,484.69

Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
142. Insulation labor minimum	1.00 EA		0.00	128.31	0.00	25.66	153.97
143. Electrical labor minimum	1.00 EA		0.00	112.85	0.00	22.58	135.43
Totals: Labor Minimums Applied					0.00	48.24	289.40
Line Item Totals: NIKIVILLE_0049G&C					2,352.92	8,631.68	52,668.59

Grand Total Areas:

3,073.58 SF Walls	1,243.68 SF Ceiling	4,317.27 SF Walls and Ceiling
1,160.18 SF Floor	128.91 SY Flooring	342.83 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	480.42 LF Ceil. Perimeter
1,160.18 Floor Area	1,343.23 Total Area	3,073.58 Interior Wall Area
1,685.41 Exterior Wall Area	193.50 Exterior Perimeter of Walls	
0.00 Surface Area	0.00 Number of Squares	0.00 Total Perimeter Length
0.00 Total Ridge Length	0.00 Total Hip Length	

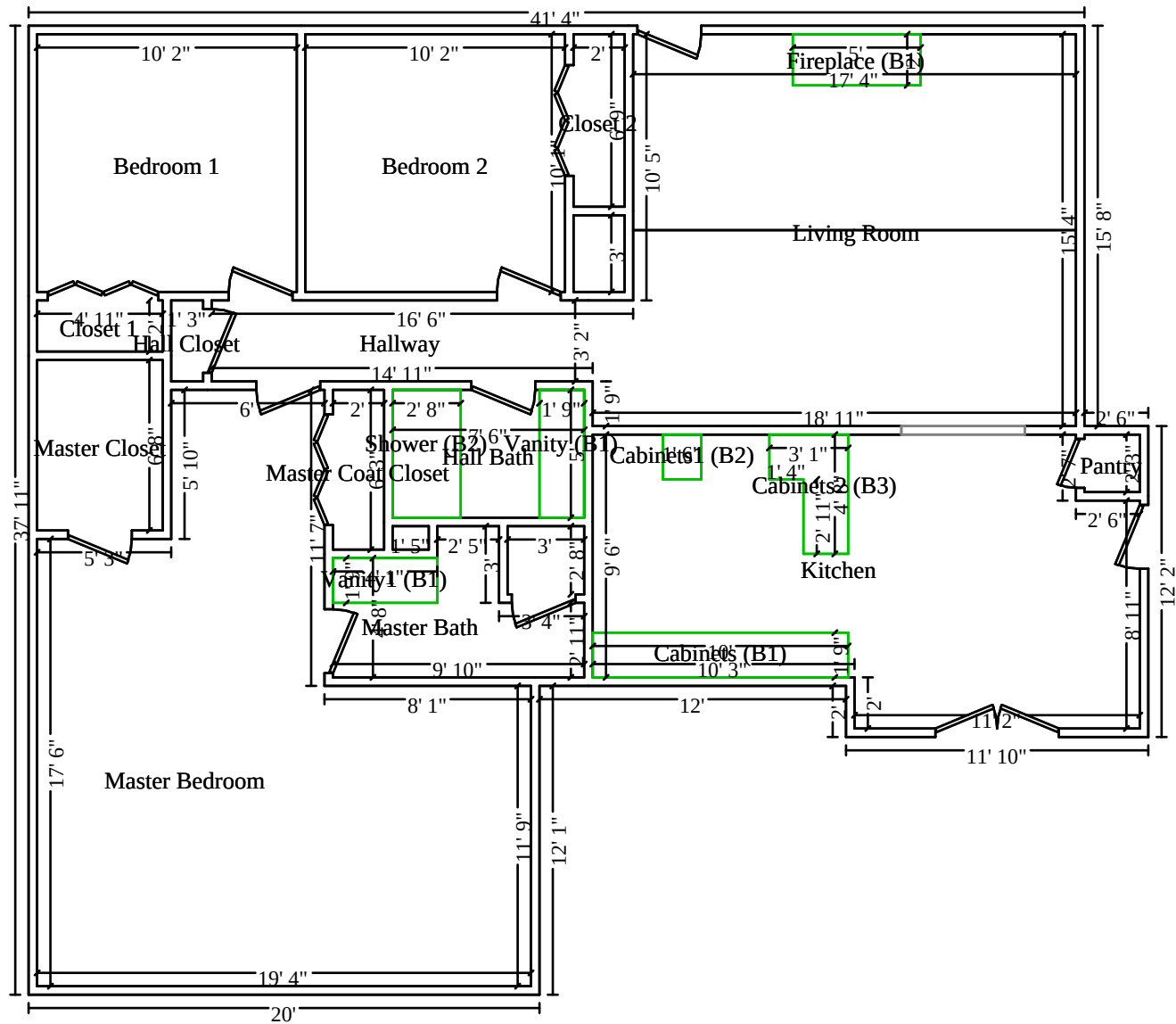


NWA Restore - It, Inc.

13525 W HWY 102
Centerton, AR 72719
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Tax ID: 72-1532198

Summary

Line Item Total	41,683.99
Material Sales Tax	1,387.64
Storage Rental Tax	85.64
Subtotal	43,157.27
Overhead	4,315.84
Profit	4,315.84
Service Sales Tax	879.64
Replacement Cost Value	\$52,668.59
Net Claim	\$52,668.59





MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director

FROM: Alan Pugh, Staff Engineer

DATE:

SUBJECT: **Approval of a Cost Share Agreement with the Beaver Watershed Alliance in the amount of \$190,000 for the installation of Low Impact Development (LID) features within the Town Branch Watershed and associated with Elmhurst and McClinton Drainage Improvement Project and approval of a budget adjustment.**

RECOMMENDATION:

Staff recommends approval of a Cost Share Agreement with the Beaver Watershed Alliance in the amount of \$190,000 for the installation of Low Impact Development (LID) features within the Town Branch Watershed and associated with Elmhurst and McClinton Drainage Improvement Project and approval of a budget adjustment.

BACKGROUND:

The City has partnered with the Beaver Watershed Alliance (BWA) for many years with regard to education and grant opportunities in the Beaver Lake Watershed. BWA recently applied for \$523,120 in grant funding from the Arkansas Department of Agriculture – Natural Resources Division (ANRD) for the project “Smart Growth for Source Water Protection in the Beaver Lake Watershed”, (Project) in which they proposed to use the grant funding for conservation best practices to improve water quality in the Beaver Lake watershed and to provide related education to the public.

DISCUSSION:

A portion of the grant funds, up to \$161,000 are allocated to install LID features on City owned property and adjacent property located at E. Miracle Dr. This will include the installation of infiltration trenches, rain gardens and other features to help slow and infiltrate water. This will be in conjunction with a planned detention area at the corner of E Martin Luther King Jr Blvd and E Huntsville Ave. The grant will also include the installation of educational signage and outreach projects.

BUDGET/STAFF IMPACT:

This project will be funded from the 2019 Drainage Bond Project.

ATTACHMENTS: 2023-747 SRF BWA 319 Grant, 2023-747 BA BWA 319 Grant, 2022-2025 COST SHARE AGREEMENT MOA - Beaver Watershed Alliance - City of Fayetteville Project - city atty comment 4.19.23 v2, 2023-747 Elmhurst McClinton Detention and LID



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-747

Approval of a Cost Share Agreement with the Beaver Watershed Alliance in the amount of \$190,000 for the installation of Low Impact Development (LID) features within the Town Branch Watershed and associated with Elmhurst and McClinton Drainage Improvement Project and approval of a budget adjustment.

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH THE BEAVER WATERSHED ALLIANCE FOR THE INSTALLATION OF LOW IMPACT DEVELOPMENT FEATURES IN THE TOWN BRANCH WATERSHED ASSOCIATED WITH THE ELMHURST AND MCCLINTON DRAINAGE IMPROVEMENT PROJECT WITH MATCHING FUNDS PROVIDED BY THE CITY IN THE AMOUNT OF \$190,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a cost share agreement with the Beaver Watershed Alliance for the installation of low impact development features on property near East Miracle Drive, within the Town Branch Watershed, and associated with the Elmhurst and McClinton Drainage Improvement Project with matching funds provided by the City in the amount of \$190,000.00.

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

City of Fayetteville Staff Review Form

2023-747

Item ID

6/6/2023

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

Chris Brown

5/4/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Cost Share Agreement with the Beaver Watershed Alliance in the amount of \$190,000 for the installation of Low Impact Development (LID) features within the Town Branch Watershed and associated with Elmhurst and McClinton Drainage Improvement Project and approval of a budget adjustment.

Budget Impact:

4704.860.7420-5817.00

4704-Drainage Projects (2022 Bonds)

Account Number

Fund

46040.7420.1000

Drainage Project (2019 Bonds) -
Elmhurst/McClinton

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 9,337,948.00

Expenses (Actual+Encum)

\$ 2,186,441.76

Available Budget

\$ 7,151,506.24

Does item have a direct cost? Yes

Item Cost

\$ 190,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ -

Remaining Budget

\$ 6,961,506.24

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Budget Year	Division	Adjustment Number
2023	ENGINEERING (621)	
	Requestor: Chris Brown	

approval of a Cost Share Agreement with the Beaver Watershed Alliance in the amount of \$190,000 for the installation of Low Impact Development (LID) features within the Town Branch Watershed and associated with Elmhurst and McClinton Drainage Improvement Project and approval of a budget adjustment

COUNCIL DATE:	6/6/2023
ITEM ID#:	2023-747
Holly Black	
5/5/2023 7:50 AM	
Budget Division	Date
TYPE:	D - (City Council)
JOURNAL #:	
GLDATE:	
CHKD/POSTED:	/
RESOLUTION/ORDINANCE	

[illegible]

COST SHARE AGREEMENT
FOR IMPLEMENTING LOW IMPACT DEVELOPMENT FOR
ENHANCED WATER QUALITY IN THE BEAVER LAKE WATERSHED
Between the City of Fayetteville, Arkansas and Beaver Watershed Alliance

WHEREAS, the Beaver Watershed Alliance (Alliance), an Arkansas domestic nonprofit corporation, was established to proactively protect, enhance, and sustain the water quality of Beaver Lake and integrity of its watershed; and

WHEREAS, the City of Fayetteville (City) is a municipality located in Washington County, AR and located within the Beaver Lake watershed; and

WHEREAS, the Alliance applied for \$523,120 in grant funding from Arkansas Department of Agriculture – Natural Resources Division (ANRD) for the project “Smart Growth for Source Water Protection in the Beaver Lake Watershed”, (Project) in which they proposed to use the grant funding for conservation best practices to improve water quality in the Beaver Lake watershed and to provide related education to the public; and

WHEREAS, on May 12, 2022, ANRD provided notice of its decision to award \$523,120 in grant funding to the Alliance for their grant proposal; and

WHEREAS, the Alliance has agreed to receive the entire \$523,120 in grant funding and allocate a portion of funds, up to \$161,000 for a LID project at the Elmhurst/McClinton site to install a LID features on City property and adjacent property located at E. MIRACLE DR, and install educational signage, and host educational and outreach events to the public to meet the “Technical Assistance” obligations outlined in the grant proposal; and

WHEREAS, the Project will also include LID features on the property adjacent to the City property and project site, located at E. MIRACLE DR, parcel number 765-26188-000, in which a separate MOA will be developed for installation and maintenance on non-city property between the Alliance and private property owner; and

WHEREAS, it is the desire of the parties to cooperate for the purpose of the Project by using the \$161,000 in grant funding for conservation best practices to improve water quality in the City of Fayetteville and to provide related education to the public, as detailed in the grant proposal (the “Project”).

WHEREAS, Low Impact Development (LID), and best management is a priority in the Beaver Lake Watershed according to the Beaver Lake Watershed Protection Strategy (BLWPS); and

WHEREAS, the BLWPS recommends low impact development as a core BMP and the City recognizes the benefits for water quality; and

WHEREAS, the City of Fayetteville is voluntarily including the use of LID features which are necessary components to maintain and improve water quality in the Beaver Lake Watershed; and

NOW, THEREFORE, THIS CONTRACT is made by and between the City of Fayetteville, Arkansas (“City”) and Beaver Watershed Alliance (“Alliance”), or the parties, in exchange for the mutual obligations and covenants contained herein, agree as follows:

I. Scope of Agreement

A. City of Fayetteville Agrees to:

1. Work together with the Alliance as described in their grant proposal to meet all objectives and obligations in the proposal.
2. Be responsible for ensuring that all required local, state and federal permits, easements, and rights of way are obtained, and that all proper licensing and approval requirements are met for the work-in-kind associated with this Agreement.
3. Be responsible for the liabilities (if any), asset management, operation, and maintenance of the Project on City property, and for any ongoing maintenance of installed habitat improvements on City property.
4. Dedicate matching funds of at least \$190,000 in cash contributions per letter of support provided by the City of Fayetteville on January 26, 2022 for design and or construction costs.
5. Provide and document additional in-kind contributions for the Project. In-kind contributions may include, but are not limited to, review time, construction assistance, equipment rental or usage, labor, staff time for educational outreach, and ongoing maintenance between September 1, 2022 through September 15, 2025.
6. Be responsible for the installation and maintenance of educational and interpretive signage, to be jointly designed by Alliance and City, to educate the public about Low Impact Development features and benefits. BWA will submit approved designs to sign printer, pay for the costs of the sign printing, and deliver to City of Fayetteville. Signage shall be installed by City of Fayetteville on or before the project completion date.
7. Maintain the Project for a minimum of five (5) years from the date the Project is open to the public. City may include a reasonable estimate of ongoing maintenance costs as part of its required contribution for the Project.
8. Coordinate with Alliance for educational events such as tours, on-site demonstrations and/or education and outreach events (up to three throughout project timeline).
9. The Project scope is set forth in the Preliminary Plans developed by McClelland Consulting Engineers and dated April 2022 attached hereto. City shall not be responsible for any improvements on private property.

B. Beaver Watershed Alliance Agrees to:

1. Work together with the City of Fayetteville as described in their grant proposal to meet all objectives and obligations in the proposal.
2. Develop MOA for adjacent property to clarify maintenance and responsibilities for the Project. Alliance agrees that City shall not be responsible for costs associated with improvements on private property adjacent to the Project.
3. Provide \$160,000 towards the costs of construction for the LID features for the Project, including street, culvert, channel construction, ponds, wetland ponds, LID or other stormwater improvement infrastructure.
4. Provide at least \$15,000 in in-kind contributions towards the Project, as defined for the grant, which may include staff time, events, and public workshops.
5. Provide additional funding of up to \$1,000 for educational and interpretive signage in which designs will be pre-approved by City.
6. Administer the 319 ANRD grant including any required grant reporting.
7. Provide at least quarterly updates to City of Fayetteville on project milestones, meetings and outcomes, public education events and outreach, and media relations.
8. As between the parties, accept sole responsibility for all manner of claims, causes of action or liability arising out of any accident, injury or damage to the Alliance, its equipment or property, its employees or agents, and to any third party's person or property resulting from the Alliance conducting any activity related to this Agreement.
9. To the extent permitted by Arkansas law, hold harmless, defend, and indemnify City of Fayetteville, and employees from or against for any and all claims, judgments, causes of action, liability, damages, and expenses of whatsoever nature incident to, or resulting from, the Alliance's activities or performance under this Agreement. Furthermore, notwithstanding the foregoing, the Alliance agrees that: (a) it will cooperate with City in the defense of any action or claim brought against City seeking the foregoing damages or relief; (b) it will in good faith cooperate with City should any third party present any claims of the foregoing nature against City; (c) it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature. This Agreement shall be deemed and construed as binding solely between the parties and shall not be deemed or construed as conferring any benefit or indemnification on behalf of any third party. The obligations of this paragraph shall survive the expiration or termination of this Agreement.

II. Term

This Agreement shall become effective as soon as signed by all parties and shall remain in force until December 31, 2025, unless terminated earlier in accordance with its terms herein.

III. Termination

This Agreement may be terminated by mutual consent of the parties. Notice of and termination request must be given to the parties. An agreement to terminate must be in writing, signed by the parties. Any such termination of the Agreement is without prejudice to any obligations or liabilities of any party already accrued prior to such termination.

IV. Amendment

Amendments to this Agreement may be proposed by any party upon written notice to the other party, and such amendments shall become effective as soon as signed by all parties hereto.

V. Notices

Any notices required hereunder shall be addressed as follows:

To the Alliance:

Becky Roark, Executive Director
Beaver Watershed Alliance
162 Doolin Dr.
Elkins, AR 72727

To City of Fayetteville:

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

CC: City of Fayetteville Engineering
125 W Mountain Street
Fayetteville, AR 72701

VI. Miscellaneous

- A. The parties agree that they are not entering into a legal partnership, joint venture or other such arrangement, nor is the purpose of the parties to enter into a commercial undertaking for monetary gain. Nothing in this Agreement shall be construed to place a financial commitment or obligation upon any of the parties beyond what is specifically stated herein.

- C. By the signing of this Agreement, the parties assure and certify that they will comply with Title VI of the Civil Rights Act of 1964 (P-L88-352) and that in accordance with that Act, no person in the United States shall, on grounds of race, color, or national origin be excluded from participating in, be denied the benefits of, or be otherwise subject to discrimination in this project.
- D. The officials executing this Agreement hereby represent and warrant that they have full and complete authority to act on behalf of their respective party and that the terms and provisions hereof constitute valid and enforceable obligations of each.
- E. This Agreement shall be interpreted and construed in accordance with the laws of the State of Arkansas. With respect to any legal claim, the appropriate venue shall be in the Washington County Circuit Court.
- F. No transfer or assignment of this Agreement, or any part thereof or interest therein, shall be made unless all of the parties first approve such transfer or assignment in writing.
- G. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth below.

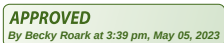
BEAVER WATERSHED ALLIANCE

**CITY OF FAYETTEVILLE,
ARKANSAS**

Becky Roark
Becky Roark, Executive Director

Lioneld Jordan, Mayor

Date: 5/5/23



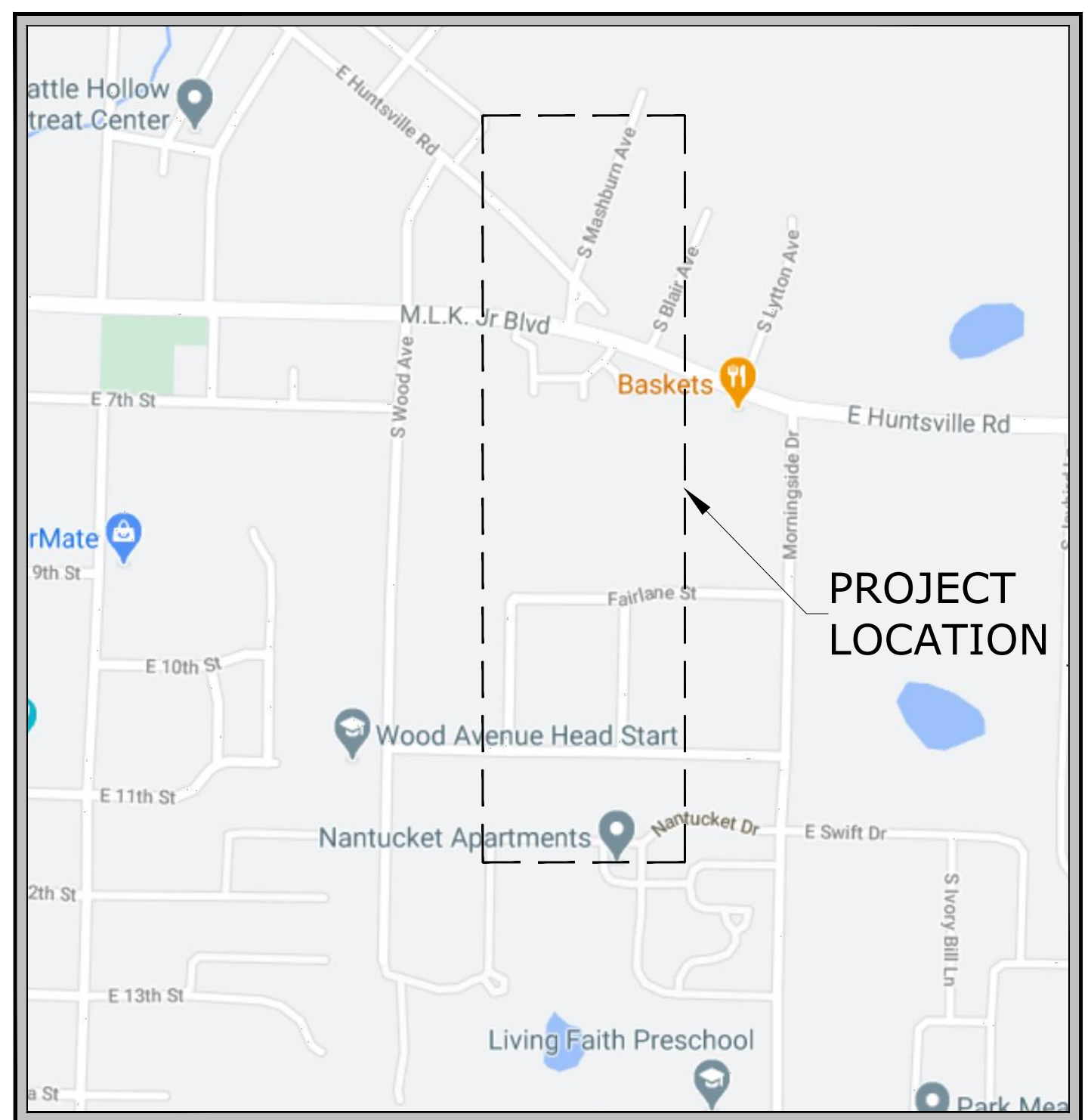
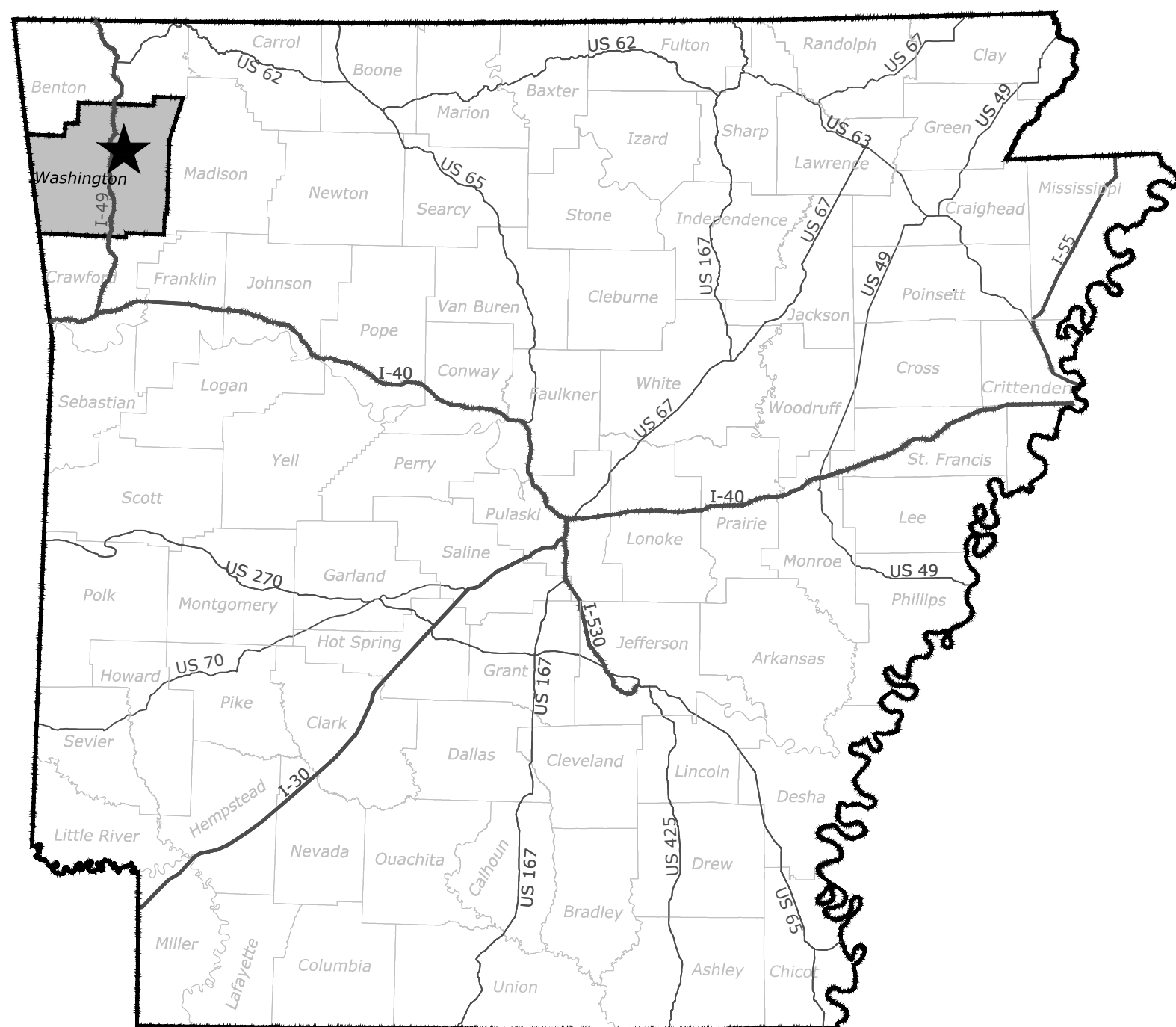
Date: _____

ATTEST:

_____, City Clerk-Treasurer

ELMHURST-MCCLINTON DRAINAGE IMPROVEMENTS

FAYETTEVILLE, AR
REVISED 60% DESIGN SUBMITTAL



VICINITY MAP



CITY OF
FAYETTEVILLE
ARKANSAS

CONTACTS

CITY ENGINEER

CITY OF FAYETTEVILLE
125 WEST MOUNTAIN ST.
FAYETTEVILLE AR 72701
CHRIS BROWN, CITY ENGINEER
479-575-8206
cbrown@fayetteville-ar.gov

WATER AND SEWER

CITY OF FAYETTEVILLE
2435 S. INDUSTRIAL DR.
FAYETTEVILLE AR 72701
COREY GRANDERSON
479-575-8386
cgranderson@fayetteville-ar.gov

NATURAL GAS

BLACK HILLS ENERGY

BRAIAN DAVENPORT, GAS OPER. MANAGER
479-601-8372
brian.davenport@blackhillscorp.com

TELEPHONE

AT&T
1133 E. HAROLD ST.
FAYETTEVILLE, AR
DIANA MCKOWN
dm8486@att.com

ELECTRIC

SWEPCO

TRONG (JOHN) LEE, DIST. ENGINEER
479-973-2426
tlee@aep.com

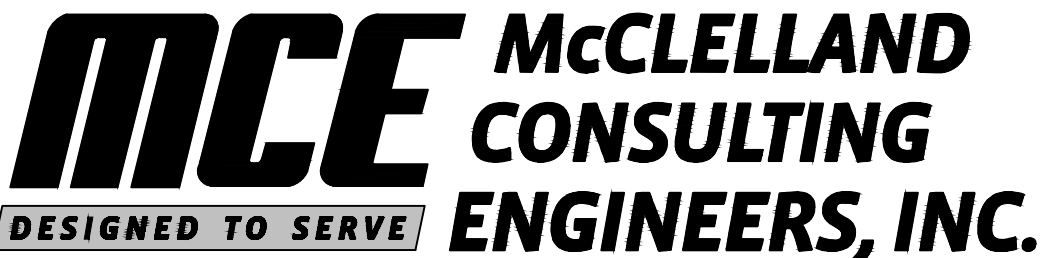
INTERNET/FIBER/CABLE

COX COMMUNICATIONS

MICHEAL MOORE, CONST. PLANNER
479-717-3730
micheal.moore3@cox.com

CIVIL ENGINEERING CONSULTANT

McCLELLAND CONSULTING ENGINEERS
1580 E. STEARNS STREET
FAYETTEVILLE AR 72703
ERIC ANDERSON
479-443-2377
eanderson@mce.us.com



<http://www.mce.us.com>

1580 E. STEARNS ST.
FAYETTEVILLE, ARKANSAS 72703
(479) 443-2377

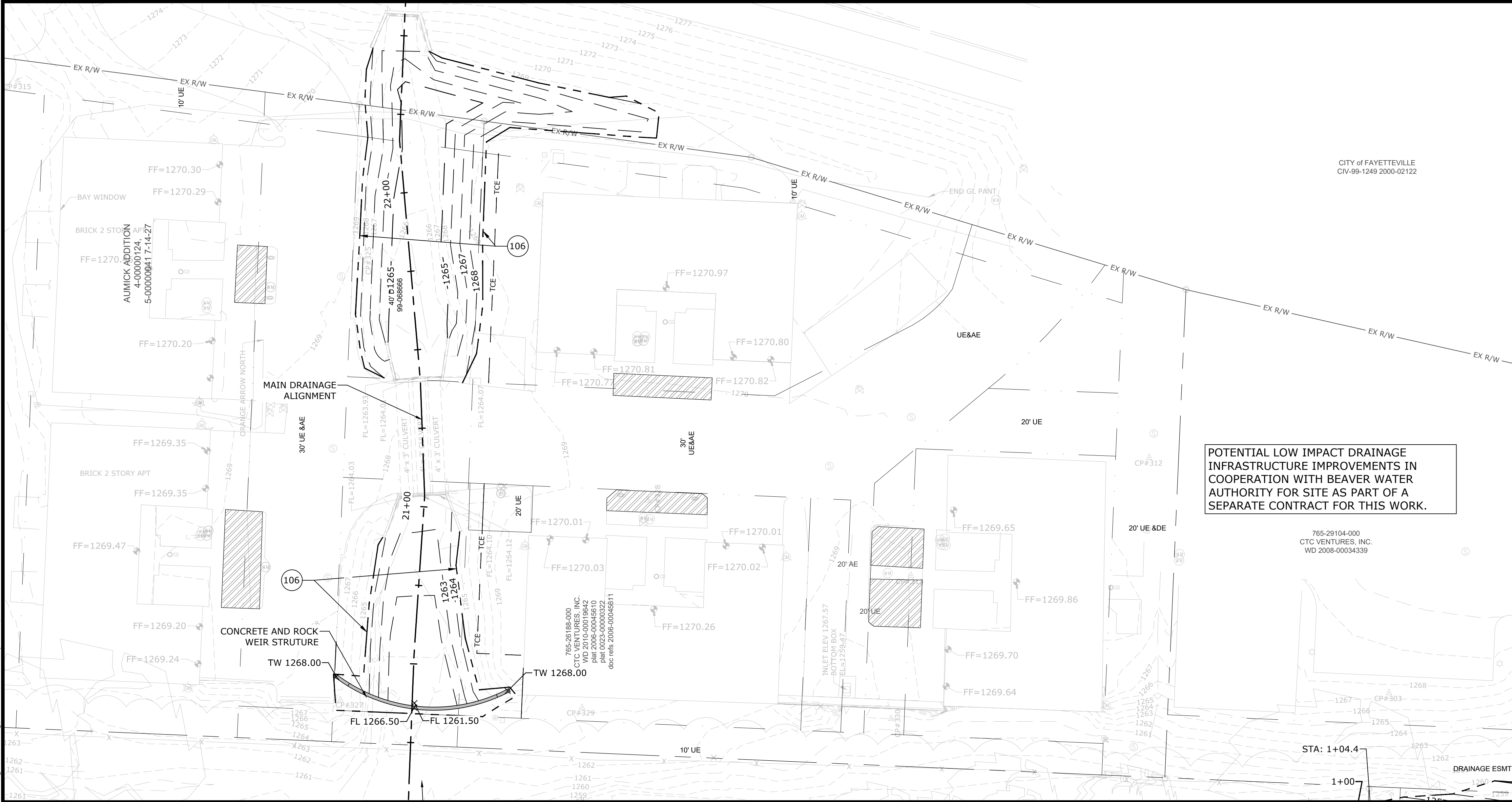
LITTLE ROCK, AR • FAYETTEVILLE, AR • FORT SMITH, AR • TULSA, OK



PRELIMINARY
NOT FOR
CONSTRUCTION

ORIGINAL SIGNATURE ON FILE

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SEE SHEET PP-4 FOR PROFILE OF AREA

PROPOSED LEGEND

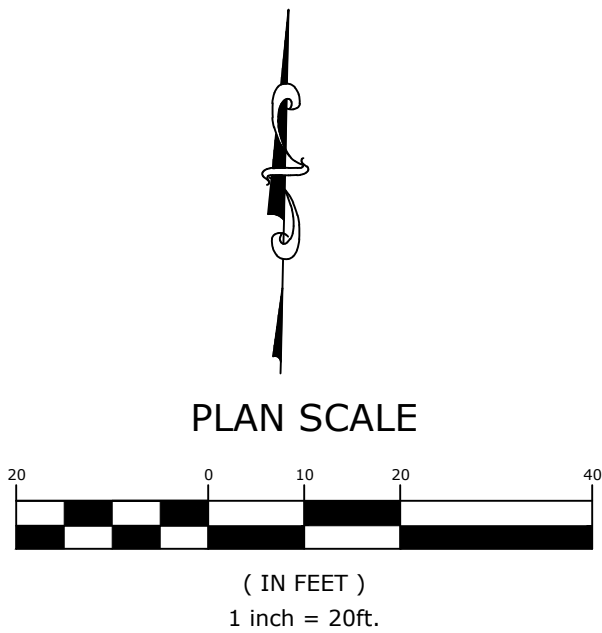
- CURB AND GUTTER
- UTILITY EASEMENT
- TEMPORARY CONSTRUCTION EASEMENT
- ASPHALT PAVEMENT
- CONCRETE PAVEMENT AND SIDEWALK
- STORM DRAIN STRUCTURE
- FLARED END SECTION
- PROPOSED STORM DRAIN
- PROPOSED CENTERLINE
- CATCHLINE / LIMIT OF GRADING
- BORE LOCATION
- CONTOUR WITH ELEVATION

EXISTING LEGEND

- SANITARY SEWER LINE
- WATER LINE
- GAS LINE
- UNDERGROUND TELEPHONE
- UNDERGROUND ELECTRIC
- UNDERGROUND TELEVISION
- UNDERGROUND FIBER
- OVERHEAD ELECTRIC
- STORM DRAINAGE PIPE
- FENCE
- ROAD CENTERLINE
- DITCH FLOWLINE
- EASEMENT LINE
- GRAVEL LINE
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- WATER FAUCET
- SANITARY SEWER MH
- CLEAN-OUT
- DRAINAGE MH
- POWER POLE
- GUY WIRE w/ ANCHOR
- GAS METER
- GAS RISER
- STREET LIGHT POLE
- TELEPHONE PEDESTAL
- CABLE TV PEDESTAL
- SIGN (AS NOTED)
- POST (AS NOTED)
- BENCHMARK
- FOUND IRON PIN (AS NOTED)
- CONTROL POINT
- RR SPIKE
- BUSH
- TREE

KEYNOTES

- 212 CONCRETE BLOCK MASS RETAINING WALL
- 306 LIMITS OF RETAINING WALL
- 307 FLARED END SECTION (TO MATCH PIPE MATERIAL)
- 350 INSTALL RIP-RAP; D₅₀ = 5 IN.; D_{MAX} = 8"



MCE McCLELLAND CONSULTING ENGINEERS, INC.
DESIGNED 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

ELMHURST-McCLINTON
DRAINAGE IMPROVEMENTS
FAYETTEVILLE, AR



811
Know what's below.
Call before you dig.

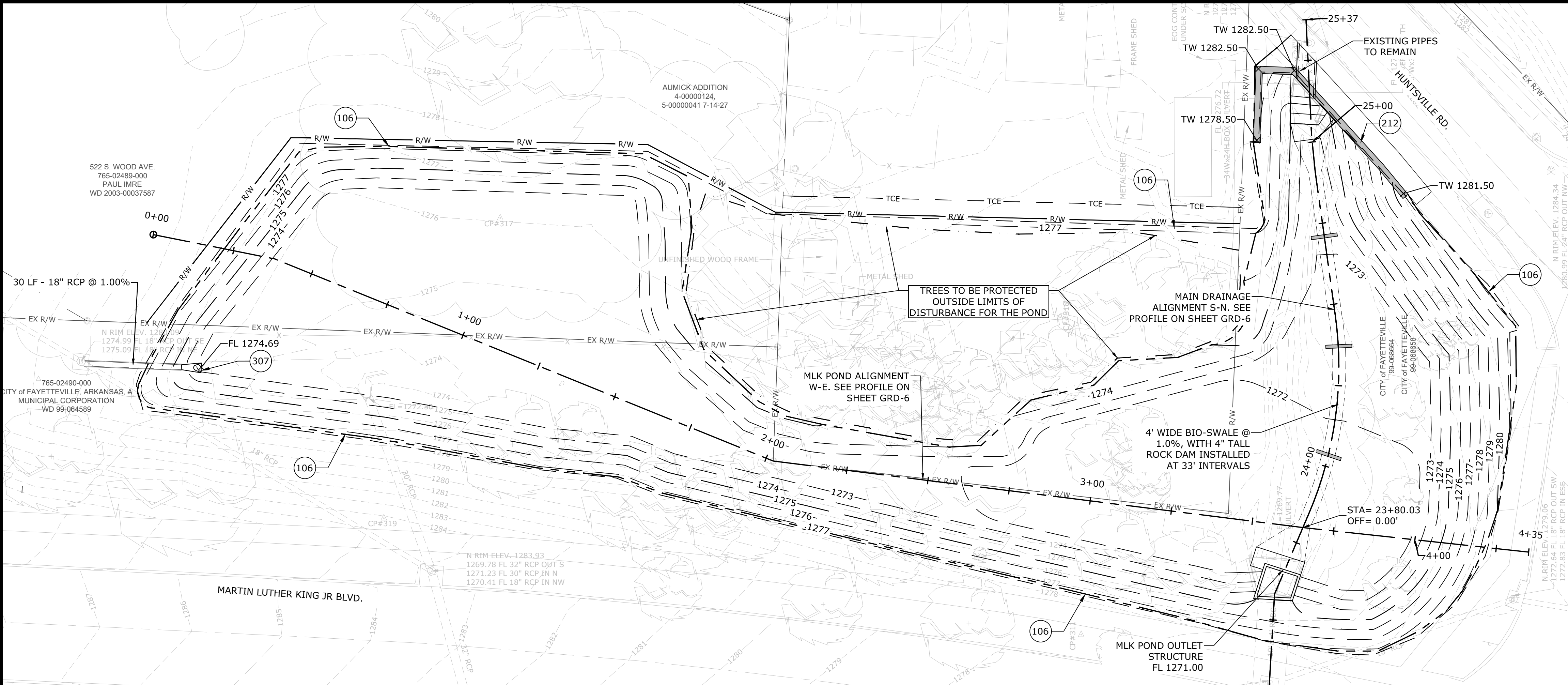
REVISIONS		DESCRIPTION	
REV	DATE		

GRADING PLAN
- STA. 20+25
TO STA. 22+50

DESIGNED BY: ELA	DRAWN BY : ELA
DATE: 4/15/2022	REVISION: 60% REV
SCALE: 1"=20'	JOB NUMBER: 19-2143

GRD-4

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PROPOSED LEGEND

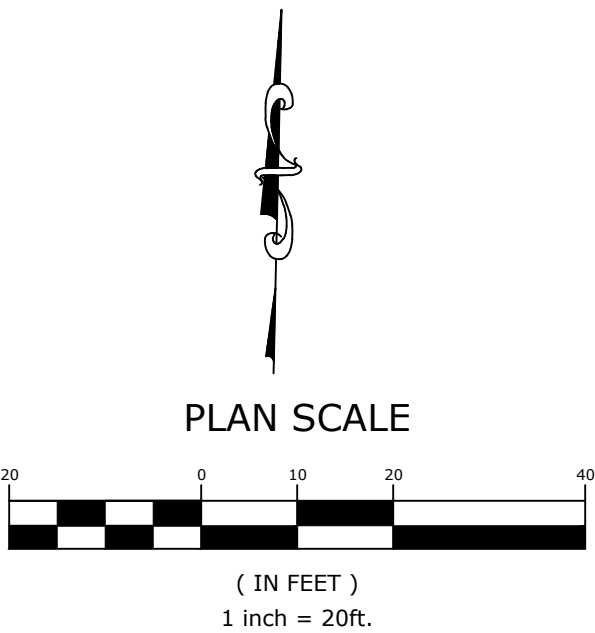
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ELMHURST-McCLINTON
DRAINAGE IMPROVEMENTS
FAYETTEVILLE, AR



811
Know what's below.
Call before you dig.

REVISIONS		DESCRIPTION	
REV	DATE	REV	DATE

GRADING PLAN
- MLK POND

DESIGNED BY: ELA	DRAWN BY : ELA
DATE: 4/15/2022	REVISION: 60% REV
SCALE: 1"=20'	JOB NUMBER: 19-2143

GRD-5



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council

THRU: Chris Brown, Public Works Director

FROM: Alan Pugh, Staff Engineer

DATE:

SUBJECT: Approval of an engineering services agreement with Freese and Nichols in the amount of \$151,420 for Hamestring Creek Watershed Flood Mitigation and Grant support which will assist in developing a solution for the flooding of one of Fayetteville's Repetitive Loss Areas and seek grant funding to implement the solution.

RECOMMENDATION:

Staff recommends approval of an engineering services agreement with Freese and Nichols in the amount of \$151,420 for Hamestring Creek Watershed Flood Mitigation and Grant support which will assist in developing a solution for the flooding of one of Fayetteville's Repetitive Loss Areas and seek grant funding to implement the solution.

BACKGROUND:

There is a history of flooding within the Hamestring Creek watershed, most of which is upstream of I-49. In particular, the areas include the West End Apartments, homes along W Valley Drive, W Hatfield St, W Holley Street and W Lawson Street. These areas have multiple homes that have flooded on several occasions, including the 2011 and 2017 flood events. The potential redevelopment of Lewis Fields also lies within the headwaters of HS3. As a response, council previously approved an engineering contract to study solutions to the flooding. No viable solutions were determined within the initial analysis.

DISCUSSION:

As the study of this area continues, it is important to begin to identify potential funding sources for the projects as well. In January of 2023, the selection committee for RFQ 22-14, Watershed Design & Grant Management Services selected Freese and Nichols, Inc. as the highest qualified firm. This contract will address both additional study to determine the most feasible solution and Flood Mitigation Assistance (FMA) and Building Resilient Infrastructure and Communities (BRIC) grant writing services to obtain funding to help with implementation. These solutions could include things such as regional detention, creation of additional floodplain storage, culvert improvements or floodplain buyouts. All would be eligible for the FMA and BRIC funding.

BUDGET/STAFF IMPACT:

The proposed cost of the flood analysis is proposed to be taken from 02108.1, other drainage improvements.

ATTACHMENTS: 2023-749 SRF Hamestring Creek Study Grant, Hamestring Creek Signed Agreement, Revised Hamestring Creek Agreement

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-749

Approval of an engineering services agreement with Freese and Nichols in the amount of \$151,420 for Hamestring Creek Watershed Flood Mitigation and Grant support which will assist in developing a solution for the flooding of one of Fayetteville's Repetitive Loss Areas and seek grant funding to implement the solution.

A RESOLUTION TO APPROVE A PROFESSIONAL ENGINEERING SERVICES AGREEMENT WITH FREESE AND NICHOLS, INC., PURSUANT TO RFQ #22-14, IN AN AMOUNT NOT TO EXCEED \$151,420.00 FOR HAMESTRING CREEK WATERSHED FLOOD MITIGATION AND GRANT SUPPORT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a professional engineering services agreement with Freese and Nichols, Inc., pursuant to RFQ #22-14, in an amount not to exceed \$151,420.00 for assistance in developing a solution for flooding in the Hamestring Creek Watershed, one of Fayetteville's Repetitive Loss Areas, and seeking grant funding to implement the solution.

City of Fayetteville Staff Review Form

2023-749

Item ID

6/6/2023

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

Chris Brown

5/8/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an engineering services agreement with Freese and Nichols in the amount of \$151,420 for Hamestring Creek Watershed Flood Mitigation and Grant support which will assist in developing a solution for the flooding of one of Fayetteville's Repetitive Loss Areas and seek grant funding to implement the solution.

Budget Impact:

4470.621.8810-5314.00

4470-Drainage Capital Improvement

Account Number

Fund

02108.2002

Hamestring Creek Flood Study (Valley Drive and Porter)

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 338,707.00

Expenses (Actual+Encum)

\$ 67,424.03

Available Budget

\$ 271,282.97

Does item have a direct cost? Yes

Item Cost

\$ 151,420.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 119,862.97

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

AGREEMENT
For
PROFESSIONAL ENGINEERING SERVICES
Between
CITY OF FAYETTEVILLE, ARKANSAS
And
ENGINEER

THIS AGREEMENT is made as of _____, 2023, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE) and FREESE AND NICHOLS, INC. (hereinafter called ENGINEER).

CITY OF FAYETTEVILLE from time to time requires professional engineering services in connection with the evaluation, design, and/or construction supervision of capital improvement projects. Therefore, CITY OF FAYETTEVILLE and ENGINEER in consideration of their mutual covenants agree as follows:

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

SECTION 1 - AUTHORIZATION OF SERVICES

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

SECTION 2 - BASIC SERVICES OF ENGINEER

- 2.1 Perform professional services in connection with the Project as hereinafter stated.
 - 2.1.1 The Scope of Services to be furnished by ENGINEER during the Project is included in Appendix A attached hereto and made part of this Agreement.
- 2.2 ENGINEER shall coordinate their activities and services with the CITY OF FAYETTEVILLE. ENGINEER and CITY OF FAYETTEVILLE agree that ENGINEER has full responsibility for the engineering services.

SECTION 3 - RESPONSIBILITIES OF CITY OF FAYETTEVILLE

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

SECTION 4 - PERIOD OF SERVICE

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

SECTION 5 - PAYMENTS TO ENGINEER

- 5.1 The maximum not-to-exceed amount authorized for this Agreement is **one-hundred fifty-one thousand, four-hundred and twenty dollars (\$151,420.00)**. The CITY OF FAYETTEVILLE shall compensate ENGINEER based on an hourly NTE basis described in Appendix C.
- 5.2 Statements
 - 5.2.1 Monthly statements for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with ENGINEER's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Applications for payment shall be

made in accordance with a format to be developed by ENGINEER and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE's approval and acceptance with the satisfactory completion of the study and report for the Project.

5.3 Payments

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

5.4 Final Payment

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

SECTION 6 - GENERAL CONSIDERATIONS

6.1 Insurance

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

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

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

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

6.2 Professional Responsibility

- 6.2.1 ENGINEER will exercise reasonable skill, care, and diligence in the performance of ENGINEER's services and will carry out its responsibilities in accordance with customarily accepted professional engineering practices. CITY OF FAYETTEVILLE will promptly report to ENGINEER any defects or suspected defects in ENGINEER's services of which CITY OF FAYETTEVILLE becomes aware, so that ENGINEER can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of ENGINEER.

6.3 Cost Opinions and Projections

- 6.3.1 Cost opinions and projections prepared by ENGINEER relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are based on ENGINEER's experience, qualifications, and judgment as a design professional. Since ENGINEER has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, ENGINEER does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by ENGINEER.

6.4 Changes

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

6.5 Termination

- 6.5.1 This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - 6.5.1.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

- 6.5.1.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.2 This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that ENGINEER is given:
 - 6.5.2.1 Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - 6.5.2.2 An opportunity for consultation with the terminating party prior to termination.
- 6.5.3 If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - 6.5.3.1 No amount shall be allowed for anticipated profit on unperformed services or other work,
 - 6.5.3.2 Any payment due to ENGINEER at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of ENGINEER's default.
- 6.5.4 If termination for default is effected by ENGINEER, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to ENGINEER for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by ENGINEER relating to commitments which had become firm prior to the termination.
- 6.5.5 Upon receipt of a termination action under Paragraphs 6.5.1 or 6.5.2 above, ENGINEER shall:
 - 6.5.5.1 Promptly discontinue all affected work (unless the notice directs otherwise),
 - 6.5.5.2 Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by ENGINEER in performing this Agreement, whether completed or in process.
- 6.5.6 Upon termination under Paragraphs 6.5.1 or 6.5.2 above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- 6.5.7 If, after termination for failure of ENGINEER to fulfill contractual obligations, it is determined that ENGINEER had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in Paragraph 6.5.4 of this clause.
- 6.6 Delays
 - 6.6.1 In the event the services of ENGINEER are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond ENGINEER's reasonable control, ENGINEER shall be entitled to additional compensation and time for reasonable costs incurred by ENGINEER in temporarily closing down or delaying the Project.

6.7 Rights and Benefits

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

6.8 Dispute Resolution

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

- 6.8.2 Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given under Paragraph 6.8.3, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in Paragraphs 6.8.3 and 6.8.4 have been complied with.

6.8.3 Notice of Dispute

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

- 6.8.3.2 For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give ENGINEER written Notice at the address listed in Paragraph 6.14 within thirty (30) days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.

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

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

6.10 Publications

- 6.10.1 Recognizing the importance of professional development on the part of ENGINEER's employees and the importance of ENGINEER's public relations, ENGINEER may prepare publications, such as technical papers, articles for periodicals, and press releases, pertaining to ENGINEER's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF

FAYETTEVILLE's comments to ENGINEER. CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. The cost of ENGINEER's activities pertaining to any such publication shall be for ENGINEER's account.

6.11 Indemnification

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

6.12 Ownership of Documents

- 6.12.1 All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. ENGINEER may retain reproduced copies of drawings and copies of other documents.
- 6.12.2 Engineering documents, computer models, drawings, specifications and other hard copy or electronic media prepared by ENGINEER as part of the Services shall become the property of CITY OF FAYETTEVILLE when ENGINEER has been compensated for all Services rendered, provided, however, that ENGINEER shall have the unrestricted right to their use. ENGINEER shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of ENGINEER.
- 6.12.3 Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. ENGINEER makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

6.13 Notices

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

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

ENGINEER's address:
5001 W Founders Way, Suite L10
Rogers, Arkansas 72758

6.14 Successor and Assigns

- 6.14.1 CITY OF FAYETTEVILLE and ENGINEER each binds himself and his successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither CITY OF FAYETTEVILLE nor ENGINEER shall assign, sublet, or transfer his interest in the Agreement without the written consent of the other.
- 6.15 Controlling Law
- 6.15.1 This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Arkansas without regard to any conflicts of law provisions.
- 6.16 Entire Agreement
- 6.16.1 This Agreement represents the entire Agreement between ENGINEER and CITY OF FAYETTEVILLE relative to the Scope of Services herein. Since terms contained in purchase orders do not generally apply to professional services, in the event CITY OF FAYETTEVILLE issues to ENGINEER a purchase order, no preprinted terms thereon shall become a part of this Agreement. Said purchase order document, whether or not signed by ENGINEER, shall be considered as a document for CITY OF FAYETTEVILLE's internal management of its operations.

SECTION 7 - SPECIAL CONDITIONS

7.1 Additional Responsibilities of ENGINEER

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

7.2 Remedies

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

7.3 Audit: Access to Records

- 7.3.1 ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement. ENGINEER shall also maintain the financial information and data used by ENGINEER in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. ENGINEER will provide proper facilities for such access and inspection.
- 7.3.2 Records under Paragraph 7.3.1 above, shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- 7.3.3 This right of access clause (with respect to financial records) applies to:
 - 7.3.3.1 Negotiated prime agreements:
 - 7.3.3.2 Negotiated change orders or agreement amendments in excess of \$10,000 affecting the price of any formally advertised, competitively awarded, fixed price agreement:
 - 7.3.3.3 Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub-agreement or purchase order awarded after effective price competition, except:
 - 7.3.3.3.1 With respect to record pertaining directly to sub-agreement performance, excluding any financial records of ENGINEER;
 - 7.3.3.3.2 If there is any indication that fraud, gross abuse or corrupt practices may be involved;
 - 7.3.3.3.3 If the sub-agreement is terminated for default or for convenience.

7.4 Covenant Against Contingent Fees

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

7.5 Gratuities

7.5.1 If CITY OF FAYETTEVILLE finds after a notice and hearing that ENGINEER or any of ENGINEER's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to ENGINEER terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.

7.5.2 In the event this Agreement is terminated as provided in Paragraph 7.5.1, CITY OF FAYETTEVILLE may pursue the same remedies against ENGINEER as it could pursue in the event of a breach of the Agreement by ENGINEER. As a penalty, in addition to any other damages to which it may be entitled by law, CITY OF FAYETTEVILLE may pursue exemplary damages in an amount (as determined by CITY OF FAYETTEVILLE) which shall be not less than three nor more than ten times the costs ENGINEER incurs in providing any such gratuities to any such officer or employee.

7.6 Arkansas Freedom of Information Act

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

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

CITY OF FAYETTEVILLE, ARKANSAS

FREESE AND NICHOLS, INC.

By : _____
Mayor, Lioneld Jordan

By:  _____
Alan C. Hutson, PE

ATTEST:

By: _____
City Clerk

Title: Principal/Vice President _____

END OF AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

APPENDIX A

Scope of Work for Basic Services COF Design and Grant Management Project Hamestring Creek Watershed Flood Mitigation and Grant Support Fayetteville, Washington County, Arkansas

Attached to and made part of the Agreement for Professional Engineering Services dated _____, between Freese and Nichols Incorporated (ENGINEER) and the City of Fayetteville (CITY OF FAYETTEVILLE) with respect to the project described therein. The specific tasks and assumptions are provided below. Additionally, this contract may be funded in part by a Federal grant award. As such, ENGINEER shall certify that during the performance of work under this contract, ENGINEER will comply with all applicable local, state, and Federal laws, regulations, executive orders, Federal policies, procedures, directives, including regulations related to, but not limited to, the FEMA Hazard Mitigation Assistance programs.

PROJECT DESCRIPTION

The scope of the project is within the CITY OF FAYETTEVILLE and primarily consists of developing a Flood Mitigation Project and Funding Application in the Hamestring Creek Watershed. The ENGINEER will expand on previous Hamestring Creek Watershed analyses by performing hydraulic modeling that evaluates additional conceptual-level alternatives to reduce flood extents and elevations throughout the Hamestring Creek Watershed. The Project area for these analyses will be for the watershed area contributing to a point approximately 500-feet downstream of Interstate 49 and will include the stream segments Hamestring Creek Tributary HS3, South Fork Hamestring Creek, and Hamestring Creek.

A preliminary Benefit/Cost Analysis (BCA) using the FEMA BCA toolkit on the two (2) most promising mitigation alternatives will be developed to assess potential eligibility for grant funding for design and construction of a flood mitigation project in this watershed. The project area will also be assessed for broader community resilience benefits that would enhance the viability of the project as a candidate for grant funding.

This scope does not include coordination, preparation, or submittal of any data to state or federal agencies that may have a regulatory jurisdiction over the Project area, such as the Arkansas Natural Resources Division, U.S. Army Corps of Engineers, Federal Emergency Management Agency, etc., unless identified in the Project scope specifically. If required, these tasks may be performed as Additional Services.

The pre-grant award services the ENGINEER shall provide as a part of this agreement are as described in Tasks 1 – 6 below.

TASK 1 — PROJECT AND QUALITY MANAGEMENT

- ENGINEER shall coordinate internally and with CITY OF FAYETTEVILLE for successful initiation, planning, execution, monitoring/controlling, and closeout.

ENGINEER shall manage integration, scope, schedule, cost, quality, staff resources, communications, risk, and procurements, as necessary.

- ENGINEER will perform general project coordination, including: one (1) kick-off and four (4) recurring status/coordination meetings; one (1) meeting to present and discuss the results of the study; development of monthly progress reports; and invoicing and project emails and telephone calls with the CITY OF FAYETTEVILLE. Meetings will generally be hybrid with ENGINEER's team-members who are local being available in-person and non-local team-members participating virtually. Details on public meetings required by FEMA as a part of the grant application are outlined in the Task 4 section below.

TASK 2 — DATA GATHERING AND PROCESSING

- ENGINEER will perform desktop and field reconnaissance activities, as needed, to:
 - Develop estimates for existing structures Finished Floor Elevations (e.g., approximate height above lowest adjacent grade based on existing LiDAR topographic data).
 - Classify the structures as single family residential, multi-family residential, commercial, or industrial; and
 - Determine the living space of each habitable structure based on property data recorded by the Washington County Assessor
- ENGINEER will obtain and utilize existing hydrologic and hydraulic modeling developed as part of a previous project within the Hamestring Creek watershed for the Project area.
- ENGINEER will obtain additional precipitation information for development of the 20%- and 4%-annual chance (5- and 25-year), 24-hour flood events from NOAA's Atlas 14 Precipitation Frequency Data Server.

TASK 3 — HYDRAULIC MODEL UPDATE AND CONCEPTUAL ALTERNATIVE DEVELOPMENT

- ENGINEER will update existing hydraulic modeling for the Project area using information gathered from Task 1, as appropriate. Peak discharge information for the 20%-, 10%-4%-, 2%-, 1%- and 0.2%-annual-chance, (5-, 10-, 50-, 25-, 100-, 500-year), 24-hour flood events will be used to determine existing condition's floodplain elevations and extents for the storm events listed above. Other than the development of the 20%- and 4%-annual chance flood events, no further hydrologic modeling revisions will be performed.
- ENGINEER will use the outcome of updated modeling to determine the:
 - Area within the watershed that will benefit from a flood mitigation project; and
 - Storm event at which significant flood damages begin to occur in the watershed.
- ENGINEER will evaluate four (4) conceptual-level alternatives relating to the potential for reduction of Base Flood Elevations, flood risk and floodplain mapping extents in the

Project area for the storm event determined above. The following conceptual level scenarios will be evaluated as part of this Scope of Work.

- Removal of the West End Apartment complex and addition of storage/detention areas along South Fork Hamestring Creek and Hamestring Creek.
- Addition of storage/detention to the upstream end of Hamestring Creek in the vicinity of Lincolnwood Drive.
- Addition of storage/detention to the upstream end of Hamestring Creek Tributary 3 (HS-3) in the Lewis Soccer Complex.
- After review of modeled scenarios, ENGINEER will combine the three (3) described scenarios together to determine if all three scenarios provide additional reduction of flood elevations.
- ENGINEER, with the City's input, will compare the level of benefit that appears to be achievable for each alternative and create a post-project conceptual model for the two (2) alternatives that appear to generate the greatest flood reduction benefit. The post-project model will estimate peak discharges for the 20%-, 10%-, 4%-, 2%-, 1%- and 0.2%-annual-chance, (5-, 10-, 50-, 25-, 100-, 500-year), 24-hour flood events. Flood risk reduction metrics used to evaluate alternatives may include but are not limited to: estimated decrease in flood elevations, reduction in number/depth of flooded structures based on estimated finish floor elevations of structures in the inundation area, reduction in peak flow rates in the creek at each impacted property, and reduction in instances/depth of roadway overtopping.
- This scope includes preparation of a brief technical memorandum of the final analysis extents for the Project area. The memorandum will include appendices providing the data from the modeling needed to complete the FEMA Benefit Cost Analysis including:
 - Flood depth reduction at each impacted property for each storm event modeled;
 - Creek flow rate reduction at each impacted property for each storm event modeled;
 - Creek flow line at each impacted property; and
 - Flood depth reduction on impacted roadways for each storm event modeled
- If comments are provided by the CITY OF FAYETTEVILLE due to changes in regulations or to address other items outside the Project scope, Additional Services may be required to address such comments.

TASK 4 — FEMA GRANT APPLICATION SUPPORT

- ENGINEER will make a recommendation for funding based on the preliminary determination of project cost effectiveness.
- ENGINEER will prepare a Notice of Intent and submit to the Arkansas Department of Emergency Management and Arkansas Department of Natural Resources for FEMA's Hazard Mitigation Assistance programs: Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA).

- ENGINEER will prepare a project report summarizing community-wide benefits of the proposed flood mitigation activity.
- ENGINEER will facilitate two (2) public meetings to gather information for the FEMA application.
- ENGINEER will provide pre-award project coordination with agencies whose regulations are required to be followed for Environmental and Historical Program requirements for Hazard Mitigation Assistance Grant requests including:
 - State Archeologist
 - State Historic Preservation Office
 - US Army Corps of Engineers
 - US Fish and Wildlife
 - Natural Resource Conservation Service
 - City of Fayetteville Floodplain Management Office
- ENGINEER will develop a FEMA Benefit Cost Analysis using FEMA's 6.0 BCA Software as further outlined in Task 6
- ENGINEER will prepare supporting documentation for submittal in FEMA GO to the State of Arkansas and FEMA. ...
- ENGINEER will assist the City of Fayetteville with responses to any requests for information to the State of Arkansas or the Federal Emergency Management Agency (FEMA)

TASK 5 – NATURE BASED SOLUTIONS (NBS) ALTERNATIVE IDENTIFICATION

- Evaluate the drainage basin to identify locations and types of NBS measures that could be incorporated into a flood mitigation project to make a project more competitive for a federal grant award
- Develop an aerial exhibit showing the potential locations for incorporation of an NBS measure, keyed to a brief narrative outlining the possible measure that could be employed in each location.

TASK 6 – PRELIMINARY BENEFIT COST ANALYSIS (BCA)

- Develop cost estimates of flood damages that would be mitigated in each of the alternatives evaluated in Task 3
- Develop Opinions of Probable Construction Cost (OPCC) for each of the alternatives evaluated in Task 3

- Based on the above, develop a preliminary BCA using the FEMA 6.0 BCA Software

APPENDIX B

Schedule and Deliverables Hamestring Watershed Analysis, Mitigation Alternatives, and Grant Writing Services Fayetteville, Arkansas

SCHEDULE

Tasks	M1	M2	M3	M4	M5	M6
Project/Quality Management						
Data gathering and processing						
Hydraulic Model Update and Conceptual Alternative Development						
FEMA Grant Application Support						
Nature Based Solutions Alternatives Identification						
Preliminary Benefit Cost Analysis						
NOTE: Month 1 begins at Notice to Proceed						

DELIVERABLES

- A technical memorandum, in digital PDF format with the content described in Task 3.
- Phased application for Building Resilient Infrastructure and Communities (BRIC) and/or Flood Mitigation Assistance (FMA) funding depending on eligibility.

APPENDIX C COMPENSATION

Compensation to FNI for Basic Services in Appendix A shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Hundred Fifty One Thousand Four Hundred Twenty Dollars (\$151,420).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Appendix A, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	85	166
Professional 2	101	166
Professional 3	121	260
Professional 4	121	296
Professional 5	189	325
Professional 6	208	394
Construction Manager 1	91	108
Construction Manager 2	91	163
Construction Manager 3	130	163
Construction Manager 4	150	208
Construction Manager 5	173	247
Construction Manager 6	238	293
Construction Representative 1	75	91
Construction Representative 2	85	91
Construction Representative 3	104	153
Construction Representative 4	108	173
CAD Technician/Designer 1	65	127
CAD Technician/Designer 2	104	156
CAD Technician/Designer 3	143	208
Corporate Project Support 1	59	127
Corporate Project Support 2	72	182
Corporate Project Support 3	85	335
Intern / Coop	46	78

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$200
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2023.

325022023

EXHIBIT C

2023 Fee Schedule¹ FTN Associates, Ltd.

<u>Labor Category</u>	<u>Hourly Rate</u>
Professional 7	\$ 240.00
Professional 6	215.00
Professional 5	195.00
Professional 4	175.00
Professional 3	155.00
Professional 2	135.00
Professional 1	125.00
Technician 4	120.00
Technician 3	105.00
Technician 2	95.00
Technician 1	80.00
Executive Assistant	85.00
Word Processing	75.00

Direct Expenses

All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms

Unless other arrangements are made in writing, invoicing will be monthly for services completed and will be sent via email to the Client. Payment is due in full within 30 days of invoice and are preferred to be paid electronically through Automated Clearing House (ACH) system; however, other methods are acceptable. A service charge of 1.5 percent per month will be charged on all balances over 30 days.

¹Effective January 1, 2023 – December 31, 2023



CONTRACT FOR PROFESSIONAL SERVICES
RFQ 22-14, Watershed Design & Grant Management
between
City of Fayetteville, Arkansas
and
Freese and Nichols, Inc.

THIS AGREEMENT is executed this _____ day of _____, 2023, by and between the **City of Fayetteville** acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or **City**) and **Freese and Nichols, Inc.** (hereinafter called **Freese and Nichols**).

CITY OF FAYETTEVILLE from time to time requires professional services in connection with watershed design and the management of federal grants. **Freese and Nichols** was selected through RFQ 22-14 to provide the scope of work outlined and identified in this contract. Therefore, **City** and **Freese and Nichols** in consideration of their mutual covenants agree as follows:

1. **Freese and Nichols** shall serve as the professional consultant to the CITY in those assignments to which this Agreement applies and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a licensed engineer registered in the State of Arkansas and qualified in the particular field.
2. **Entire Agreement and Exhibits:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein. This agreement may be modified only by a duly executed written instrument signed by the **City** and **Freese and Nichols**.
 - a. Appendices included under this agreement include the following and shall govern in the following order. Contract language in this document shall prevail over all exhibits:
 - i. **Appendix A:** Scope of Work & Fees
 - ii. **Appendix B:** City's solicitation identified as RFQ 22-14, Watershed Design & Grant Management Services
 - iii. **Appendix C:** Freese and Nichols's RFQ response
 - iv. **Appendix D:** Freese and Nichols's Certificate of Insurance
3. **Notices:** Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

- a. **City of Fayetteville:** Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
- b. **Freese and Nichols, Inc.:** Attention: Alan Hutson, PE, ENV SP, 5001 W. Founders Way, Suite 100, Rogers, AR 72758

4. Fees, Expenses, and Payments:

- a. The maximum not-to-exceed amount authorized for this agreement is **\$151,420.00 US DOLLARS** which includes the services as shown below. Progress payments shall be paid to **Freese and Nichols** as described in **Appendix A**.
- b. **Freese and Nichols** shall track, log and report hours and expenses directly related to this Agreement. Invoices shall be itemized by phase. Invoice and payment requests shall not exceed the percentage for work completed as defined by **Appendix A**.
- c. **Payment Terms:** All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by City, the undisputed portion shall be paid. CITY OF FAYETTEVILLE shall advise **Freese and Nichols** in writing of the basis for any disputed portion of any invoice. City shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.
- d. Monthly invoices for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY OF FAYETTEVILLE may designate for professional services consistent with **Freese and Nichols** normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Invoices shall be made in accordance with a format to be developed by **Freese and Nichols** and approved by CITY OF FAYETTEVILLE. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE'S approval and acceptance with the satisfactory completion of professional services for the Project.
- e. **Final Payment:** Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, **Freese and Nichols** shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by **Freese and Nichols** to be set forth therein.

Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE claims against **Freese and Nichols** or sureties under this Agreement.

- 5. **Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.
- 6. **Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
- 7. **Venue:** Venue for all legal disputes shall be Washington County, Arkansas.

8. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, **Freese and Nichols** will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
9. **Changes in Scope or Price:** Changes, modifications, or amendments in scope, price, or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council **in advance** of the change in scope, cost, or fees.
10. **Omissions by the Engineer:** If **Freese and Nichols** fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, **Freese and Nichols** will not receive a fee for work associated with the Change Order.
11. **Insurance:** **Freese and Nichols** shall furnish a certificate of insurance addressed to the City of Fayetteville, showing coverages for the following insurance which shall be maintained throughout the term of this agreement. Any work sublet to major subconsultants including MEP, Structural, and Civil, **Freese and Nichols** shall require the subconsultant to provide the insurance identified. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Freese and Nichols** shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees as are not otherwise protected.
- a. **Freese and Nichols** shall provide to the City certificates as evidence of the specified insurance presented in **Appendix D** within ten (10) calendar days of the date of this agreement and upon each renewal coverage. The City shall be listed as additional insured entity.
 - b. Subconsultants shall maintain reasonable insurance including but not limited to worker's compensation, auto as applicable, general liability, errors and omissions, etc.
12. **Professional Responsibility:** **Freese and Nichols** will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to **Freese and Nichols** any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so **Freese and Nichols** can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of **Freese and Nichols**.
13. **Responsibility of the City of Fayetteville**
- a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **Freese and Nichols**:
 - i. Provide full information as to the requirements for the Project.
 - ii. Assist **Freese and Nichols** by placing at **Freese and Nichols's** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist **Freese and Nichols** in obtaining access to property reasonably necessary for **Freese and Nichols** to perform its services under this Agreement.

- iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by **Freese and Nichols** and render in writing decisions pertaining thereto.
- v. Review all documents and provide written comments to **Freese and Nichols** in a timely manner.
- vi. The City of Fayetteville's Staff Engineer is the project representative with respect to the services to be performed under this Agreement. The Staff Engineer shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

14. Cost Opinions and Projections: Cost opinions and projections prepared by **Freese and Nichols** relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on **Freese and Nichols's** experience, qualifications, and judgment as an engineer professional. Since **Freese and Nichols** has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, **Freese and Nichols** does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by **Freese and Nichols**.

15. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. **Freese and Nichols** will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included within **Appendix A**.

16. Debarment Certification: This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

Freese and Nichols hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. **Freese and Nichols** hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it

enters into. This certification is a material representation of fact relied upon by the City of Fayetteville. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Fayetteville, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

17. Termination:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that **Freese and Nichols** is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is affected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - i. No amount shall be allowed for anticipated profit on unperformed services or other work,
 - ii. Any payment due to **Freese and Nichols** at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of **Freese and Nichols's** default.
- d. If termination for default is affected by **Freese and Nichols**, or if termination for convenience is affected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to **Freese and Nichols** for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by **Freese and Nichols** relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action, **Freese and Nichols** shall:
 - i. Promptly discontinue all affected work (unless the notice directs otherwise),
 - ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by **Freese and Nichols** in performing this Agreement, whether completed or in process.
- f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.

- g. If, after termination for failure of **Freese and Nichols** to fulfill contractual obligations, it is determined that **Freese and Nichols** had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

18. Delays

- a. In the event the services of **Freese and Nichols** are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond **Freese and Nichols's** reasonable control, **Freese and Nichols** shall be entitled to additional compensation and time for reasonable documented costs actually incurred by **Freese and Nichols** in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by **Freese and Nichols**, City shall be entitled to compensation for its reasonable costs incurred in temporarily closing down or delaying the project. The City does not agree to waive its right to claim (in addition to direct damages) special, indirect, or consequential damages, whether such liability arises in breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action.

19. Rights and Benefits: **Freese and Nichols's** services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

20. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and **Freese and Nichols** which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or **Freese and Nichols** in the performance of this Agreement, and disputes concerning payment.
- b. Exhaustion of Remedies Required: No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.
- c. Notice of Dispute
 - i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
 - ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give **Freese and Nichols** written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
 - iii. Negotiation: Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and **Freese and Nichols** shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of **Freese and Nichols** and the

Mayor of CITY OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

- 21. Sufficient Funds:** The CITY represents it has sufficient funds or the means of obtaining funds to remit payment to **Freese and Nichols** for services rendered by **Freese and Nichols**.
- 22. Publications:** Recognizing the importance of professional development on the part of **Freese and Nichols's** employees and the importance of **Freese and Nichols's** public relations, **Freese and Nichols** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **Freese and Nichols's** services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to **Freese and Nichols**, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of **Freese and Nichols's** activities pertaining to any such publication shall be for **Freese and Nichols's** account.
- 23. Indemnification:** **Freese and Nichols** shall indemnify and hold harmless the City and any of its officers, or employees from and against all liabilities, claims, actions, damages, losses and expenses, including reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the City in **Freese and Nichols's** capacity as an engineer, and caused by any willful or negligent error, omission, or act of **Freese and Nichols** or any person employed by it or anyone for whose acts **Freese and Nichols** is legally liable.
- 24. Ownership of Documents:**
- a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. **Freese and Nichols** may retain reproduced copies of drawings and copies of other documents.
 - b. Engineering and architectural documents, computer models, drawings, specifications and other hard copy or electronic media prepared by **Freese and Nichols** as part of the Services shall become the property of CITY OF FAYETTEVILLE when **Freese and Nichols** has been compensated for all Services rendered, provided, however, that **Freese and Nichols** shall have an unrestricted perpetual license right to their use. **Freese and Nichols** shall, however, retain its rights in its standard drawings details, specifications, databases, computer software, and other proprietary property. Rights to intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of **Freese and Nichols**.
 - c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **Freese and Nichols** makes no warranty as to the compatibility of these files with any other system or software. Because of the potential degradation of electronic medium over time, in the event of a conflict between the sealed original drawings/hard copies and the electronic files, the sealed drawings/hard copies will govern.

25. Additional Responsibilities of Freese and Nichols:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve **Freese and Nichols** of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- b. **Freese and Nichols** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **Freese and Nichols's** negligent performance, except beyond the **Freese and Nichols** normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. **Freese and Nichols's** obligations under this clause are in addition to **Freese and Nichols's** other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against **Freese and Nichols** for faulty materials, equipment, or work.

26. Audit and Access to Records:

- a. **Freese and Nichols** shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. **Freese and Nichols** agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- c. **Freese and Nichols** shall also maintain the financial information and data used by **Freese and Nichols** in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. **Freese and Nichols** will provide proper facilities for such access and inspection. **Freese and Nichols** agrees to provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.

- e. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements:
 - ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement:
 - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of **Freese and Nichols**;
 - 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
 - 3. If the sub agreement is terminated for default or for convenience.

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

28. Gratuities:

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

29. Clarification and Understanding of all parties: Freese and Nichols shall not assign its duties under the terms of this agreement without prior written consent of the City. Subconsultants identified in **Freese and Nichols's** response shall be permitted as being referenced herein.

30. Equal Employment Opportunity: The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.

- a. Architect shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60- 300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.
- b. Engineer and subconsultants certify that they do not maintain segregated facilities or permit their employees to perform services at locations where segregated facilities are maintained, as required by 41 CFR 60-1.8.

31. Prohibition on Contracting for Covered Telecommunications Equipment or Services

- a. *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.
- b. *Prohibitions.*
 - i. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - ii. Unless an exception in paragraph (c) of this clause applies, **Freese and Nichols** and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - 1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - 3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - 4. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions:

- i. This clause does not prohibit contractors from providing—
 - 1. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - 2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- ii. By necessary implication and regulation, the prohibitions also do not apply to:
 - 1. Covered telecommunications equipment or services that:
 - 2. Are *not used* as a substantial or essential component of any system; and
 - 3. Are *not used* as critical technology of any system.
- iii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement.

- i. In the event **Freese and Nichols** identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- ii. **Freese and Nichols** shall report the following information pursuant to paragraph (d)(1) of this clause:
 - 1. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.'
 - 2. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts. **Freese and Nichols** shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

32. Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause:

- a. *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

33. Miscellaneous.

- a. Clean Air Act. **Freese and Nichols** agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. **Freese and Nichols** agrees to report each violation to the City of Fayetteville and understands and agrees that the City of Fayetteville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. **Freese and Nichols** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.
- b. Federal Water Pollution Control Act. **Freese and Nichols** agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. **Freese and Nichols** agrees to report each violation to the City of Fayetteville and understands and agrees that the City of Fayetteville will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. **Freese and Nichols** agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.
- c. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.
- d. The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

- e. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- f. The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- g. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- h. If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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

CITY OF FAYETTEVILLE, ARKANSAS (CITY)

FREESE AND NICHOLS, INC.

By: _____
LIONELD JORDAN, MAYOR

By:  _____
ALAN HUTSON, PE, PRINCIPAL/VICE PRESIDENT

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: _____

APPENDIX A

Scope of Work and Fee for Basic Services COF Design and Grant Management Project Hamestring Creek Watershed Flood Mitigation and Grant Support Fayetteville, Washington County, Arkansas

Attached to and made part of the Agreement for Professional Engineering Services dated _____, between Freese and Nichols Incorporated (ENGINEER) and the City of Fayetteville (CITY OF FAYETTEVILLE) with respect to the project described therein. The specific tasks and assumptions are provided below. Additionally, this contract may be funded in part by a Federal grant award. As such, ENGINEER shall certify that during the performance of work under this contract, ENGINEER will comply with all applicable local, state, and Federal laws, regulations, executive orders, Federal policies, procedures, directives, including regulations related to, but not limited to, the FEMA Hazard Mitigation Assistance programs.

PROJECT DESCRIPTION

The scope of the project is within the CITY OF FAYETTEVILLE and primarily consists of developing a Flood Mitigation Project and Funding Application in the Hamestring Creek Watershed. The ENGINEER will expand on previous Hamestring Creek Watershed analyses by performing hydraulic modeling that evaluates additional conceptual-level alternatives to reduce flood extents and elevations throughout the Hamestring Creek Watershed. The Project area for these analyses will be for the watershed area contributing to a point approximately 500-feet downstream of Interstate 49 and will include the stream segments Hamestring Creek Tributary HS3, South Fork Hamestring Creek, and Hamestring Creek.

A preliminary Benefit/Cost Analysis (BCA) using the FEMA BCA toolkit on the two (2) most promising mitigation alternatives will be developed to assess potential eligibility for grant funding for design and construction of a flood mitigation project in this watershed. The project area will also be assessed for broader community resilience benefits that would enhance the viability of the project as a candidate for grant funding.

This scope does not include coordination, preparation, or submittal of any data to state or federal agencies that may have a regulatory jurisdiction over the Project area, such as the Arkansas Natural Resources Division, U.S. Army Corps of Engineers, Federal Emergency Management Agency, etc., unless identified in the Project scope specifically. If required, these tasks may be performed as Additional Services.

The pre-grant award services the ENGINEER shall provide as a part of this agreement are as described in Tasks 1 – 6 below.

TASK 1 — PROJECT AND QUALITY MANAGEMENT

- ENGINEER shall coordinate internally and with CITY OF FAYETTEVILLE for successful initiation, planning, execution, monitoring/controlling, and closeout.

ENGINEER shall manage integration, scope, schedule, cost, quality, staff resources, communications, risk, and procurements, as necessary.

- ENGINEER will perform general project coordination, including: one (1) kick-off and four (4) recurring status/coordination meetings; one (1) meeting to present and discuss the results of the study; development of monthly progress reports; and invoicing and project emails and telephone calls with the CITY OF FAYETTEVILLE. Meetings will generally be hybrid with ENGINEER's team-members who are local being available in-person and non-local team-members participating virtually. Details on public meetings required by FEMA as a part of the grant application are outlined in the Task 4 section below.

TASK 2 — DATA GATHERING AND PROCESSING

- ENGINEER will perform desktop and field reconnaissance activities, as needed, to:
 - Develop estimates for existing structures Finished Floor Elevations (e.g., approximate height above lowest adjacent grade based on existing LiDAR topographic data).
 - Classify the structures as single family residential, multi-family residential, commercial, or industrial; and
 - Determine the living space of each habitable structure based on property data recorded by the Washington County Assessor
- ENGINEER will obtain and utilize existing hydrologic and hydraulic modeling developed as part of a previous project within the Hamestring Creek watershed for the Project area.
- ENGINEER will obtain additional precipitation information for development of the 20%- and 4%-annual chance (5- and 25-year), 24-hour flood events from NOAA's Atlas 14 Precipitation Frequency Data Server.

TASK 3 — HYDRAULIC MODEL UPDATE AND CONCEPTUAL ALTERNATIVE DEVELOPMENT

- ENGINEER will update existing hydraulic modeling for the Project area using information gathered from Task 1, as appropriate. Peak discharge information for the 20%-, 10%-4%-, 2%-, 1%- and 0.2%-annual-chance, (5-, 10-, 50-, 25-, 100-, 500-year), 24-hour flood events will be used to determine existing condition's floodplain elevations and extents for the storm events listed above. Other than the development of the 20%- and 4%-annual chance flood events, no further hydrologic modeling revisions will be performed.
- ENGINEER will use the outcome of updated modeling to determine the:
 - Area within the watershed that will benefit from a flood mitigation project; and
 - Storm event at which significant flood damages begin to occur in the watershed.
- ENGINEER will evaluate four (4) conceptual-level alternatives relating to the potential for reduction of Base Flood Elevations, flood risk and floodplain mapping extents in the

Project area for the storm event determined above. The following conceptual level scenarios will be evaluated as part of this Scope of Work.

- Removal of the West End Apartment complex and addition of storage/detention areas along South Fork Hamestring Creek and Hamestring Creek, including the Niblock property.
- Addition of storage/detention to the upstream end of Hamestring Creek in the vicinity of Lincolnwood Drive.
- Addition of storage/detention to the upstream end of Hamestring Creek Tributary 3 (HS-3) in the Lewis Soccer Complex.
- After review of modeled scenarios, ENGINEER will combine the three (3) described scenarios together to determine if all three scenarios provide additional reduction of flood elevations.
- ENGINEER, with the City's input, will compare the level of benefit that appears to be achievable for each alternative and create a post-project conceptual model for the two (2) alternatives that appear to generate the greatest flood reduction benefit. The post-project model will estimate peak discharges for the 20%-, 10%-, 4%-, 2%-, 1%- and 0.2%-annual-chance, (5-, 10-, 50-, 25-, 100-, 500-year), 24-hour flood events. Flood risk reduction metrics used to evaluate alternatives may include but are not limited to: estimated decrease in flood elevations, reduction in number/depth of flooded structures based on estimated finish floor elevations of structures in the inundation area, reduction in peak flow rates in the creek at each impacted property, and reduction in instances/depth of roadway overtopping.
- This scope includes preparation of a brief technical memorandum of the final analysis extents for the Project area. The memorandum will include appendices providing the data from the modeling needed to complete the FEMA Benefit Cost Analysis including:
 - Flood depth reduction at each impacted property for each storm event modeled;
 - Creek flow rate reduction at each impacted property for each storm event modeled;
 - Creek flow line at each impacted property; and
 - Flood depth reduction on impacted roadways for each storm event modeled
- If comments are provided by the CITY OF FAYETTEVILLE due to changes in regulations or to address other items outside the Project scope, Additional Services may be required to address such comments.

TASK 4 — FEMA GRANT APPLICATION SUPPORT

- ENGINEER will make a recommendation for funding based on the preliminary determination of project cost effectiveness.
- ENGINEER will prepare a Notice of Intent and submit to the Arkansas Department of Emergency Management and Arkansas Department of Natural Resources for FEMA's

Hazard Mitigation Assistance programs: Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA).

- ENGINEER will prepare a project report summarizing community-wide benefits of the proposed flood mitigation activity.
- ENGINEER will facilitate two (2) public meetings to gather information for the FEMA application.
- ENGINEER will provide pre-award project coordination with agencies whose regulations are required to be followed for Environmental and Historical Program requirements for Hazard Mitigation Assistance Grant requests including:
 - State Archeologist
 - State Historic Preservation Office
 - US Army Corps of Engineers
 - US Fish and Wildlife
 - Natural Resource Conservation Service
 - City of Fayetteville Floodplain Management Office
- ENGINEER will develop a FEMA Benefit Cost Analysis using FEMA's 6.0 BCA Software as further outlined in Task 6
- ENGINEER will prepare supporting documentation for submittal in FEMA GO to the State of Arkansas and FEMA. ...
- ENGINEER will assist the City of Fayetteville with responses to any requests for information to the State of Arkansas or the Federal Emergency Management Agency (FEMA)

TASK 5 – NATURE BASED SOLUTIONS (NBS) ALTERNATIVE IDENTIFICATION

- Evaluate the drainage basin to identify locations and types of NBS measures that could be incorporated into a flood mitigation project to make a project more competitive for a federal grant award
- Develop an aerial exhibit showing the potential locations for incorporation of an NBS measure, keyed to a brief narrative outlining the possible measure that could be employed in each location.

TASK 6 – PRELIMINARY BENEFIT COST ANALYSIS (BCA)

- Develop cost estimates of flood damages that would be mitigated in each of the alternatives evaluated in Task 3

- Develop Opinions of Probable Construction Cost (OPCC) for each of the alternatives evaluated in Task 3
- Based on the above, develop a preliminary BCA using the FEMA 6.0 BCA Software for the alternatives evaluated in Task 3. Additionally, a BCA will be conducted for a buyout option using the estimated cost of damages avoided, as calculated through the analysis described above, and an estimate of property acquisition costs based on current property values established by the Washington County Assessor.

Appendix A Attachment 1

Compensation to FNI for Basic Services in Appendix A shall be computed on the basis of the following Schedule of Charges, but shall not exceed One Hundred Fifty One Thousand Four Hundred Twenty Dollars (\$151,420).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Appendix A, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

Position	Hourly Rate	
	Min	Max
Professional 1	85	166
Professional 2	101	166
Professional 3	121	260
Professional 4	121	296
Professional 5	189	325
Professional 6	208	394
Construction Manager 1	91	108
Construction Manager 2	91	163
Construction Manager 3	130	163
Construction Manager 4	150	208
Construction Manager 5	173	247
Construction Manager 6	238	293
Construction Representative 1	75	91
Construction Representative 2	85	91
Construction Representative 3	104	153
Construction Representative 4	108	173
CAD Technician/Designer 1	65	127
CAD Technician/Designer 2	104	156
CAD Technician/Designer 3	143	208
Corporate Project Support 1	59	127
Corporate Project Support 2	72	182
Corporate Project Support 3	85	335
Intern / Coop	46	78

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$200
	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
<u>Technology Charge</u>	Bond	\$0.25	\$0.75	Microscope (each) \$150
\$8.50 per hour	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.10. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated 2023.

325022023

Appendix A
Attachment 1

2023 Fee Schedule¹
FTN Associates, Ltd.

<u>Labor Category</u>	<u>Hourly Rate</u>
Professional 7	\$ 240.00
Professional 6	215.00
Professional 5	195.00
Professional 4	175.00
Professional 3	155.00
Professional 2	135.00
Professional 1	125.00
Technician 4	120.00
Technician 3	105.00
Technician 2	95.00
Technician 1	80.00
Executive Assistant	85.00
Word Processing	75.00

Direct Expenses

All direct project expenses will be invoiced at cost plus 10 percent. Direct project expenses include such items as travel, meals, lodging, shipping, supplies, consultants, subcontractors, etc. Vehicle mileage will be charged at standard IRS rates.

A charge of 2 percent is applied to the total labor amount to cover communication charges and computer expenses associated with computer applications, data storage and backup.

Should back-up data be requested for reimbursable expenses, it will be provided for an administrative fee.

Payment Terms

Unless other arrangements are made in writing, invoicing will be monthly for services completed and will be sent via email to the Client. Payment is due in full within 30 days of invoice and are preferred to be paid electronically through Automated Clearing House (ACH) system; however, other methods are acceptable. A service charge of 1.5 percent per month will be charged on all balances over 30 days.

¹Effective January 1, 2023 – December 31, 2023

**APPENDIX A
Attachment 2**

**Schedule and Deliverables
Hamestring Watershed Analysis, Mitigation Alternatives, and Grant Writing Services
Fayetteville, Arkansas**

SCHEDULE

Tasks	M1	M2	M3	M4	M5	M6
Project/Quality Management						
Data gathering and processing						
Hydraulic Model Update and Conceptual Alternative Development						
FEMA Grant Application Support						
Nature Based Solutions Alternatives Identification						
Preliminary Benefit Cost Analysis						
NOTE: Month 1 begins at Notice to Proceed						

DELIVERABLES

- A technical memorandum, in digital PDF format with the content described in Task 3.
- Phased application for Building Resilient Infrastructure and Communities (BRIC) and/or Flood Mitigation Assistance (FMA) funding depending on eligibility.



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATIONS: RFQ 22-14, Watershed Design & Grant Management Services

DEADLINE: Thursday, January 12, 2023 before 2:00 PM, local time

PRE-PROPOSAL CONFERENCE: Thursday, December 29, 2022 at 10:00 AM via Zoom

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 12/18/2022

REQUEST FOR STATEMENT OF QUALIFICATION RFQ 22-14, Watershed Design & Grant Management Services

Submittals shall be submitted via upload and complete submission on the City's electronic platform at www.fayetteville-ar.gov/bids. No physical copies shall be submitted. The City will not accept late or misdirected responses.

All statements of qualification shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville
RFQ 22-14, Watershed Design & Grant Management Services
Advertisement

City of Fayetteville, AR
Request for Statements of Qualification
RFQ 22-14, Watershed Design & Grant Management Services

The City of Fayetteville, Arkansas, is requesting statements of qualification from firms interested in providing engineering services associated with applying for, designing and managing watershed projects through the Federal Emergency Management Association (FEMA) Hazard Mitigation Assessment (HMA) grant process as well as other grant sources available to local municipalities at the state and federal level.

All statements shall be received by **Thursday, January 12, 2023 before 2:00 PM, local time** utilizing the City's electronic platform located at <http://fayetteville-ar.gov/bids>. Late or misdirected proposals shall not be accepted. Submittals will not be accepted after the deadline. The City of Fayetteville shall not be responsible for lost or misdirected RFQ's, or failure of bidder's technical equipment.

Forms & addendums can be downloaded from the City's web site at <http://fayetteville-ar.gov/bids>. All questions regarding the process should be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

A non-mandatory pre-proposal conference will be held **Thursday, December 29, 2022 at 10:00 AM** virtually via Zoom. Information regarding the pre-bid meeting is available on the project page on the City's electronic bidding platform. All interested parties are encouraged to attend.

Statements of qualification submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

City of Fayetteville
By: Amanda Beilfuss, Sr. Purchasing Agent
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 12/18/2022
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$197.82.

SECTION:	PAGE NUMBER
Cover Page	01
Advertisement	02
SECTION A: General Terms & Conditions	04
SECTION B: Vendor References	11
SECTION C: Project Summary & Scope of Work	12
SECTION D: Summary Form	16

1. SUBMISSION OF A STATEMENT of QUALIFICATION SHALL INCLUDE:

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in this document as equal to statement of qualification.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.
- a. **Electronic Submittal:** Proposers are required to go to www.fayetteville-ar.gov/bids and follow the prompts to submit a statement of qualification within the electronic bidding platform. **Physical submittals are not allowed for this RFQ.**
 - i. SOQ's shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty- five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be uploaded in a PDF format to the City's electronic platform prior to the stated deadline.
- a. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of responders will be available as selections will be made all year for various projects.
- b. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.
- c. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.
- d. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- e. Proposer is advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- f. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

2. RIGHTS OF CITY OF FAYETTEVILLE IN THIS PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

3. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFQ. Proposers are not guaranteed to be ranked.

4. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

5. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

6. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Amanda Beilfuss, City Sr. Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

8. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected responses. Proposers will receive an email confirmation after successful submission in the electronic submission platform.
- b. The time set for the deadline shall be local time for Fayetteville, AR. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the clock located in the electronic platform.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for statements of qualification. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

11. RIGHT TO AUDIT, FOIA, AND JURISDICTON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

12. CITY INDEMNIFICATION:

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

13. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for statements of qualification apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

14. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

15. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFQ. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFQ. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

16. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

17. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFQ.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFQ, without exception shall constitute approval for purpose of this Agreement.

18. NON-EXCLUSIVE CONTRACT:

Award of this RFQ shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

19. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFQ from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

20. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFQ and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

21. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

Proposers shall use the original RFQ form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFQ form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFQ documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFQ response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFQ response and presented in the form of an addendum to the original RFQ documents.

22. LOBBYING:

Lobbying or communicating with selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is **strictly prohibited** either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities or communication shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

23. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred contractor with the federal, any state, or local government.

24. OTHER GENERAL CONDITIONS:

- a. Proposers shall provide the City with proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for statements of qualification is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

- e. Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for statements of qualification. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFQ. The RFQ is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFQ's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
- l. All interested parties shall understand the City is not utilizing AIA contracts for projects. Standard City contracts will be used for all projects.

25. INSURANCE:

- a. Any project selected under this RFQ shall require professional liability insurance in the amount of \$1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

26. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. **30 Points** – Specialized experience and technical competence of the firm with respect to the type of professional services required
2. **25 Points** – Capacity and capability of the firm the perform the work in question including specialized services, within the time limitations fixed for the completion of the project
3. **25 Points** – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines
4. **20 Points** – Firm's proximity to and familiarity with the area in which the project is located

****Note:** Price shall not be a considered factor used to select a vendor. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor. **Statements of Qualification/Proposals shall NOT include prices, hourly fees, consulting rates, etc. of any kind.**

CONTINUES ON NEXT PAGE

City of Fayetteville
RFQ 22-14, Watershed Design & Grant Management Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

1. **INTRODUCTION:**

The City has experienced multiple flooding events in recent history. In general, these events have occurred in 2008, 2011, 2017 and 2022 and caused widespread flooding of various degrees throughout town. Due to the City's participation in the Community Rating System (CRS) through FEMA, approximately 22 structures representing 8 repetitive loss areas have been identified. It would be the City's immediate priority to begin dealing with these structures/areas that experience high levels of flood damage during these large storm events, however, many other projects to reduce flood losses have also been identified. As a portion of this overall program, these projects will be prioritized by severity and eligibility for grant funding. As a means of assisting the City achieve these goals, we are currently seeking firms experienced in both watershed design and grant writing for large scale watershed improvement projects.

2. **PROJECT INFORMATION & REQUIREMENTS:**

- a. **Executive Summary:** The City of Fayetteville, referred to herein as the City, is seeking responses from qualified firms experienced in providing engineering services associated with applying for, designing and managing watershed projects through the Hazard Mitigation Assessment (HMA) grant process. The selected firm will provide pre-award and post-award engineering services for the national and state (Arkansas) Building Resilient Infrastructure (BRIC) and Flood Mitigation Assistance (FMA) grant programs as well as other similar programs should funding opportunities be discovered. Both programs provide funding to address future risks associated with natural disasters such as flooding. It is anticipated that the City will apply for funding in the 2023 calendar year when the Notices of Funding Opportunities open on or around September of 2023.
- b. **Submittal Requirements:** The RFQ submittal shall contain the following response items arranged in order, tabbed, and with a table of contents. In order to issue a uniform review process and to obtain the maximum degree of comparability, it is required that the submittal be organized in the manner specified.
 - a. **Title Page:** Show the name of agency/firm, address, and telephone number, name of contact person, date, and subject: RFQ 22-14.
 - b. **Table of Contents:** Include a clear identification of the material by section and by page number.
 - c. **Letter of Interest:** Name, address, brief history of firm, and Submitter's interest in the proposed project. Briefly state the agency/firm understands the work to be completed and makes a positive commitment to perform the work. Give the name of the person(s) who will be authorized to make representation for the Submitter, their titles, addresses, and telephone numbers. Describe the perceived strengths to carry out the project.
 - d. **Project Team Organization:** Provide an organizational chart indicating the relationship between the Submitter's staff members who have responsibilities related to this project. Indicate on the chart the names of key personnel and their titles. Submit professional qualifications and resumes of staff to be assigned to this project, showing where they have performed work on similar projects.
 - e. **Specialized and Past Experience:** Provide information regarding past experience in relation to the services requested in this RFQ. **Actual price and fees shall not be included in submittal.**
 - f. **Schedule:** Submitter shall provide a general schedule for the completion of the scope of the specified project.

- g. Additional Background: All Submitters are invited to include a maximum of two (2) pages of information not included above which may be useful and applicable to this project.

3. SCOPE OF WORK:

A. General Tasks

1. Pre and Post Aware Project Management: This includes, but is not limited to, preparing project schedules, budgets, reports, coordination with City staff and stakeholder groups where necessary.
 - a. Project Meetings: schedule and conduct meeting with City staff, City Council and other stakeholder groups as necessary to discuss issues relevant to the projects. This includes preparation of exhibits, maps, charts, etc... for use during the meetings to clarify issues as necessary. Meeting minutes as well as attendance sheets shall also be maintained. Meetings shall include, but not be limited to, project kick off, site visits, periodic staff meetings for project updates, coordination meeting with City staff and other stakeholders and community outreach meetings.
 - b. Project Schedule: prepare schedule using Microsoft project or similar program with enough detail to provide clear understanding of the timeline and project milestones.
 - c. Project Files: maintain project files that include all documentation and data resulting from or related to services for the grant project in accordance with grant and City requirements/guidelines. This shall include, but not be limited to, survey files, engineering computations, assumptions, working drawings and meeting minutes. Electronic format is required for all documents.
2. Reports: Prepare project milestone reports in electronic format. They are to include the following at a minimum:
 - a. Field investigation reports including all data collected during the process with photos and video as necessary.
 - b. Monthly project status reports that are sufficiently detailed for City staff to ensure the project is on schedule and meeting the required project goals.
 - c. Technical memoranda including the analysis and evaluation of alternatives for each project area
 - d. Design recommendation reports including the design alternatives analysis and cost benefit analysis
 - e. Final report
3. Deliverables: Report, documents, models, maps and other project documents must be delivered to the City in accordance with the project schedule.

B. Phase 1

1. Grant Writing Services: Assist City in writing and submitting competitive applications for the FEMA BRIC and FMA grant programs following their guidelines and deadlines for application submittal as well as other state and federal grants as applicable.
2. Inventory of Existing Stormwater Infrastructure, Master Drainage Plan Documents and Floodplain Maps: Develop a Master Drainage Plan that documents the system including existing floodplain maps and provides drawings with the master plan that clearly lays out recommended solutions to reduce or eliminate flooding in the areas of interest. Preparation of new or revised flood mapping shall conform to the FEMA mapping standards. The firm shall present the finding to the City staff and stakeholders.
 - a. Conduct field visits to verify existing conditions and document findings

- b. Gather and evaluate all information including existing as-built plans, surveys, LiDAR, reports and existing models to improve upon the City's GIS database of flood control and drainage system infrastructure.
- c. Data development and input including creating data layers in geodatabase format.
- d. The successful firm shall develop hydrologic and hydraulic models to simulate storm events. The hydrologic model should be capable of simulating rainfall-runoff using modeling software such as Storm Water Management Model (SWMM) and HEC-RAS as applicable or City approved equal. The models shall utilize the best available information for inputs such as updated LiDAR data, construction as-builts or field collected data and be set up to run selected design storms as directed by the City.
- e. Where available, the model shall be calibrated using actual stream gage, precipitation data and field observations of storm events.

C. Phase II

- 1. Should the grant be awarded, successful firm should be prepared to continue services to include finalization of construction documents, bidding and construction observation services.
- 2. The post-award services shall be dependent on the scope and extent of the project as awarded and final scope be developed during the application process.

D. Required Experience

- 1. Success with writing and obtaining both federal and state grant applications as well as managing the requirements of the grant.
- 2. In-depth knowledge and demonstrate practical experience with large-scale, complex hydrologic and hydraulic modeling.
- 3. Experience and proficiency in the development of GIS databases.
- 4. Experience in identifying, defining and developing funding sources to support existing and planned program activities as well as lead the development, writing and submission of grant proposals to federal, state and private funding agencies.
- 5. Experience in organization and interpretation of large data sets including, but not limited to, as-built plans, databases, LiDAR, survey, field data and hydraulic and hydrologic models.
- 6. An understanding of a variety of hydrologic and one- and two-dimensional hydraulic modeling software packages as well as an understanding of how various models interact with each other.
- 7. Experience in the use of gage adjusted radar rainfall data for calibrating hydrologic models.
- 8. Proficiency in building, calibrating and validating event based and continuous hydrologic models, one-dimensional and two-dimensional steady and un-steady hydraulic models.
- 9. Experience in one-dimensional and two-dimensional floodplain mapping per FEMA requirements including preparation of Letters of Map Revision (LOMRs) and Conditional Letters of Map Revision (CLOMRs).
- 10. Demonstrate experience with innovative approaches to large scale, complex hydrologic and hydraulic models that lead to innovative solutions to large scale flooding.
- 11. Experience with flood control and drainage facility design including both engineered and more natural based solutions. Solutions shall take into consideration all aspects of stormwater including flood control, water quality, recreation, future system capacity, etc.
- 12. Experience with permitting of complex projects through entities such as the United States Corps of Engineers and the Federal Emergency Management Agency.

13. Excellent verbal and written communication skills with experience in explaining complex engineering models/solutions to non-technical members of City staff, City government and the general public.
14. Comprehensive project management skills including quality of document prepared, keeping projects on schedule, budget control and responsiveness. The firm will participate in regular status report meetings with City staff and other pertinent individuals/entities

CONTINUES ON NEXT PAGE

City of Fayetteville
RFQ 22-14, Watershed Design & Grant Management Services
SECTION D: Signature Submittal

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

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

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: _____

Primary Contact: _____

Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

Tax ID #: _____ UEI #: _____

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PRINTED NAME: _____

PHONE: _____ FAX: _____

E-MAIL: _____

Signed by :

SIGNATURE: _____

PRINTED NAME : _____

TITLE: _____ DATE: _____



A

Title Page

STATEMENT OF QUALIFICATIONS
CITY OF FAYETTEVILLE
RFQ 22-14 – Watershed Design and Grant
Management Services

January 12, 2023

Contact Person: Greg Simmons, PE, CFM – 405-666-8381



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATIONS: RFQ 22-14, Watershed Design & Grant Management Services

DEADLINE: Thursday, January 12, 2023 before 2:00 PM, local time

PRE-PROPOSAL CONFERENCE: Thursday, December 29, 2022 at 10:00 AM via Zoom

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 12/18/2022

REQUEST FOR STATEMENT OF QUALIFICATION
RFQ 22-14, Watershed Design & Grant Management Services

Submittals shall be submitted via upload and complete submission on the City's electronic platform at www.fayetteville-ar.gov/bids. No physical copies shall be submitted. The City will not accept late or misdirected responses.

All statements of qualification shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

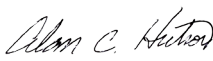
Name of Firm: Freese and Nichols, Inc.

Contact Person: Alan Hutson, PE, ENV SP Title: Vice President/Principal

E-Mail: alan.hutson@freese.com Phone: 479-434-1160

Business Address: 5001 W. Founders Way, Suite 100

City: Rogers State: Arkansas Zip: 72758

Signature:  Date: January 12, 2023

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January 12, 2023

Amanda Belifuss | Sr. Purchasing Agent | City of Fayetteville
Submitted electronically via fayetteville-ar.ionwave.netC

Letter of Interest

RE: RFQ 22-14 – Watershed Design and Grant Management Services

Dear Selection Committee:

Freese and Nichols, Inc. (FNI) has assembled a team of experienced funding and stormwater professionals to assist the City of Fayetteville (City) in assessing and prioritizing your flood mitigation needs, preparing highly competitive grant applications, and developing innovative and cost-effective engineering designs to take flood mitigation alternatives from concept to reality. As further detailed in the pages that follow, our team of experts has decades of successful experience for exactly this sort of initiative and we are eager and able to help Fayetteville make significant strides toward becoming a more flood resilient community.

Benefits of Partnering with FNI:

WE UNDERSTAND FUNDING — The FNI/FTN team has a long history of working with grant and loan programs nationwide. We've assisted our clients in securing more than \$2.6 billion in funding over the past 30 years for water/wastewater and stormwater projects. Whether a City is seeking funding for system inventory, needs assessment and planning, or design and construction, we understand what is needed to develop a winning grant application, along with project compliance once the grant is awarded. *FNI's Annie Vest* is a national expert in FEMA funding with more than a decade of experience working with local communities, cities, counties and tribal nations. Annie is supported by a deep bench of funding resources, allowing our team to present a matrix of the best possible funding options for the City to consider.

WE UNDERSTAND STORMWATER — Both FNI and FTN-Associates (FTN), our partner firm for this project, have extensive experience helping communities understand, prioritize, and effectively mitigate their drainage issues. Our team has completed drainage master plans for communities large and small and provides a one-stop-shop for modeling, analysis, design, environmental services and construction management, along with state-of-the-art product development, including interactive mapping, public outreach products and data analytics. This collective breadth and depth of skill and experience will serve as a unique resource to the City and will be used to deliver top quality products and services, within budget and schedule constraints, that meet the needs of the City.

WE UNDERSTAND CITIES — In the past 10 years, FNI and FTN have worked on 49 drainage master plans for cities in 3 states, including Arkansas. While each city is unique, the cumulative experience gained and innovative solutions implemented in those efforts are leveraged in every subsequent project to produce outcomes that best address the specific goals of each community. Our project manager for this project, Greg Simmons, led the stormwater management program for the City of Fort Worth for 16 years before coming to work for FNI and understands challenges most cities face in effectively managing stormwater and how to develop strategies to optimize the use of limited resources toward that end. We will listen to Fayetteville staff, officials, and residents to develop findings and recommendations that fully align with broader community goals and bring maximum value to the community.

We are excited to work with the City of Fayetteville on this important project. Please feel free to contact us directly if you have any questions regarding this proposal.

Sincerely,

Alan Hutson, PE, ENV SP*
Vice President/Principal
479-434-1160 | alan.hutson@freese.com

*Authorized to make representation for FNI

Greg Simmons, PE, CFM
Project Manager
479-434-1160 | gregory.simmons@freese.com

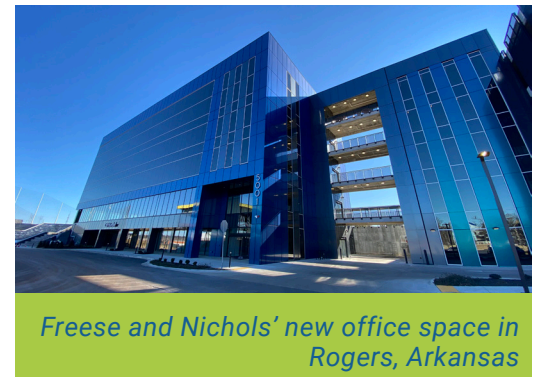
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Project Team Organization

Freese and Nichols, Inc. (FNI) and FTN Associates, Ltd. (FTN) have successfully teamed together in the past on the Texas Water Development Board Statewide Flood Modeling project and the Louisiana Watershed Initiative Modeling contract. Our effective collaboration on those projects confirm that the culture, values and communication style of our firms are very well aligned. Our firms' expertise and the tools and processes we will employ to facilitate seamless and value-added collaboration between our key staff are described in this section. We are excited about the opportunity to bring the combined experience and skills of this proven team to bear on this critical initiative for the City and are highly confident our team will fully meet the expectations and needs of the community if we are selected.

FNI Firm Overview

FNI is a client-focused, regionally based firm with national expertise. We meet our clients' needs with responsiveness and flexibility. From 30 offices across Arkansas, Oklahoma, Texas, Louisiana, New Mexico, Georgia, Florida, North Carolina and Virginia, we work seamlessly together across all disciplines, giving our clients the benefit of multiservice integration with an approach that is as innovative as it is practical. Together, more than 1,000 personnel deliver top-tier professional services that reflect FNI's vision — ***to be the firm of choice for clients and employees.***



Dating back to our firm's founding in 1894, we have put relationships first — clients, teaming partners and staff — and seek long-term relationships, many of which are counted in decades, not years. Our primary focus is to be a trusted advisor. Whether we are providing stormwater drainage/flood control services; water/wastewater services; transportation services; strategic urban planning; architecture; land planning; landscape architecture; construction management/inspection; or full design, documentation and construction services, what drives our work is the alignment with each client's institutional mission and goals.

FNI's Stormwater Engineering Group is technically diverse with experience in hydrologic and hydraulic (H&H) modeling, channel design construction techniques, pond rehabilitation, and design and culvert analysis. FNI has completed numerous multi-faceted drainage improvement projects, including rural and urban neighborhood drainage design, bridge and culvert design, natural and modular block channel design, unsteady hydraulic modeling, pond dam safety, pond outlet structures and FEMA funded projects. A unique aspect of our approach is the incorporation of our in-house fluvial geomorphology services into our drainage projects, which allows for a better understanding of channel stability issues and solutions.

FTN Firm Overview

FTN Associates, Ltd. (FTN) is a water resources and environmental consulting and engineering firm providing specialty services to private and governmental clients by emphasizing client satisfaction and quality services. FTN started in Vicksburg, Mississippi, in 1981 and moved to Little Rock, Arkansas, in 1983.



FTN emphasizes an interdisciplinary approach with hundreds of years of combined professional experience. This broad interdisciplinary experience offers unique problem-solving capabilities in all phases of civil and environmental planning, design, and management. FTN has a professional staff of 64 multidisciplinary professionals, in four offices with the headquarters being located in Little Rock and branch offices located in Fayetteville; Baton Rouge, Louisiana; and Chesterfield, Missouri. FTN is classified as a small business under the NAICS 541330 classification.

FTN has extensive experience addressing water resources problems throughout Arkansas and the mid-south. Past clients have included private industries, other engineering and consulting firms, local and state governments,

including the City of Fayetteville, and multiple federal agencies, including the Federal Emergency Management Agency (FEMA). Through its water resources work, FTN has, most notably, been completing Risk MAP activities for FEMA as the State of Arkansas's Cooperating Technical Partner (CTP) contractor since 2012. FTN also is known within the State of Arkansas by architectural, engineering, and construction firms and local municipalities for its H&H modeling efforts.

Team's Proximity to and Familiarity with the Area

Local Offices

In February 2022, FNI opened our first Arkansas office in Rogers, just down the road from the City of Fayetteville. Our team of professional engineers and planners are currently working on projects in Northwest Arkansas including projects for the City of Fayetteville, City of Rogers and Rogers Water Utilities, Siloam Springs, AEP and NRCS. For these clients and their highly specialized projects, FNI has the resources within our office to assemble the right individuals with the proper skillsets for successful project execution and delivery.

FTN's Fayetteville office is located less than 4 miles from the City's offices and has overseen multiple H&H modeling and stormwater analysis projects for the City of Fayetteville, including work in the City's worst drainage areas and a current project on the Lake Fayetteville Dam analysis.

Familiarity with Fayetteville

Fayetteville offers unique terrain at the foothills of the Ozarks, a case study in hillsides, water bodies and tree canopy that contribute to the character of the city and help shape its values. These physical attributes also pose design and construction challenges that our team is familiar with and knows how to handle. With offices in seven states, we are ready and willing to address any challenge that may arise and we have an experienced team of experts ready to tackle each one.

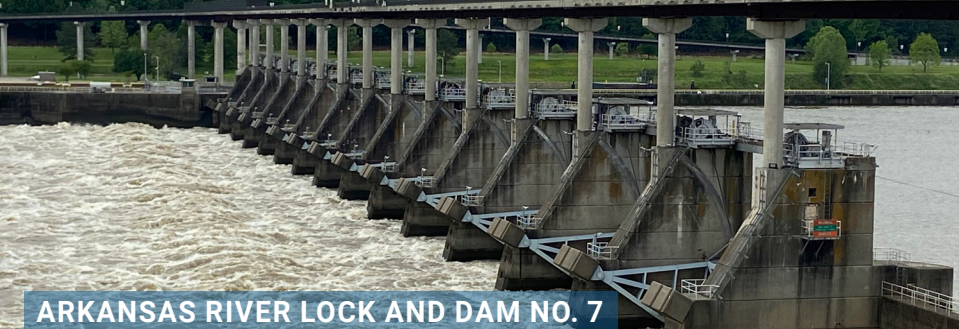
Fayetteville is a college town with a spirit and personality very grounded in its position as the home to the flagship campus of the University of Arkansas. The community is diverse, educated and engaged. Technology and innovation are expected.

Fayetteville doesn't wait for others to test the waters, this is a City ready to establish and introduce new ideas and try new approaches to government, design and community engagement. The result is a progressive and thoughtful City that reflects the values of its citizens and continually presses forward to advance common goals.

Arts and culture and all things local are important. The iconic Fayetteville Square that hosts a very popular farmer's market, the Lights of the Ozarks and multiple community-based events each year is a wonderful focal point for the community. The Walton Arts Center has been expanded and renovated, serving as a hub for visual and performing arts and a connection between the university campus and downtown, holding a prominent spot on Dickson Street in the entertainment district. The award-winning Fayetteville Public Library represents the value placed on education and the ability of a public facility to become a core gathering place for all kinds of different groups within the City.

The Razorback Greenway connects neighborhoods and shopping districts throughout the city and offers users recreation as well as transportation opportunities linking most of the cities and towns in northwest Arkansas. This demonstrates the kind of cooperation and coordination necessary to successfully grow a region while maintaining the character of each unique community.

The FNI/FTN team has extensive knowledge of the area, multidiscipline planning and engineering resources in house, and we are ready and able to provide the City with ***Innovative Approaches, Practical Results and Outstanding Service.***

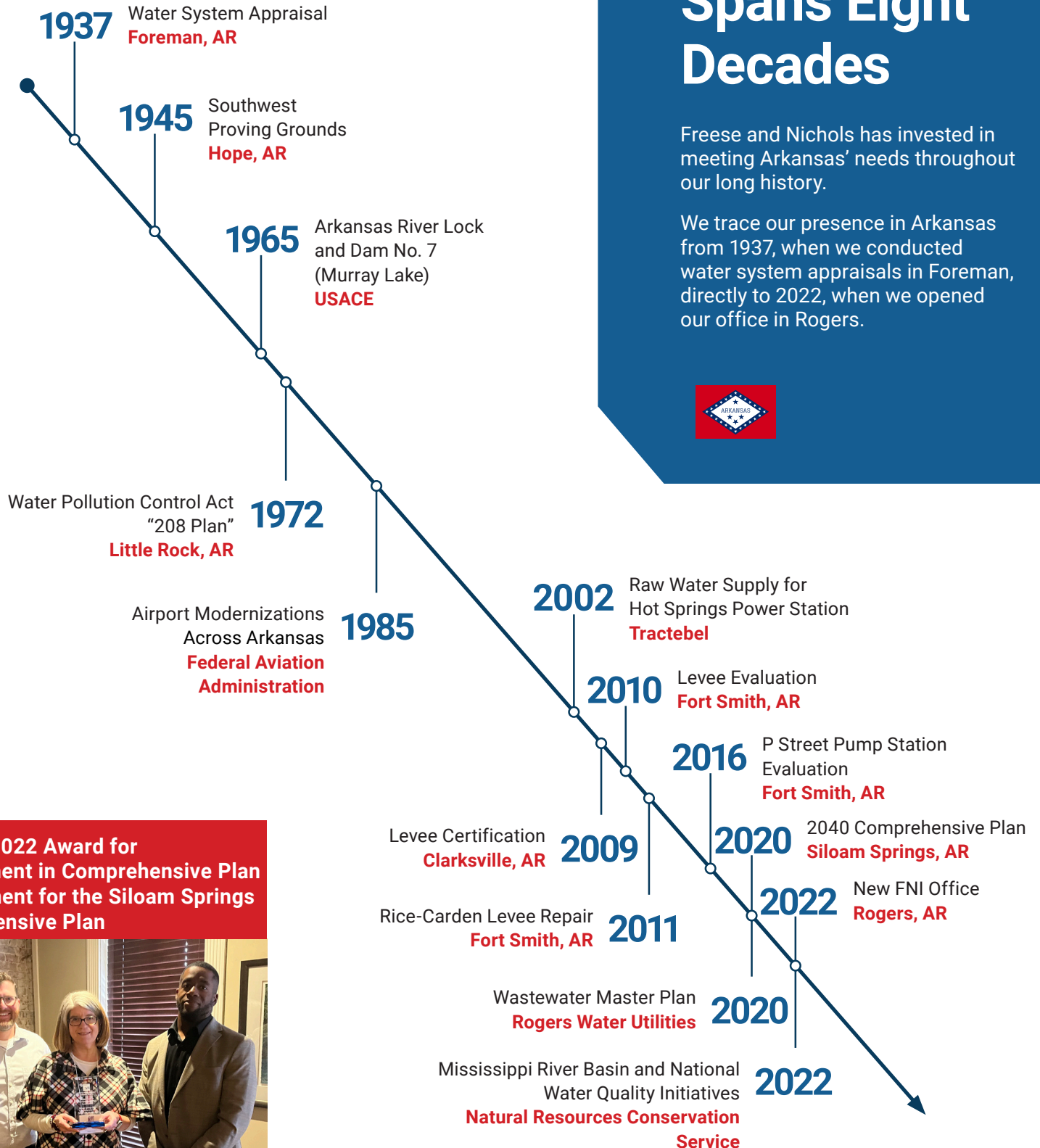


ARKANSAS RIVER LOCK AND DAM NO. 7

Our Arkansas Connection Spans Eight Decades

Freese and Nichols has invested in meeting Arkansas' needs throughout our long history.

We trace our presence in Arkansas from 1937, when we conducted water system appraisals in Foreman, directly to 2022, when we opened our office in Rogers.



APA-AR 2022 Award for Achievement in Comprehensive Plan Development for the Siloam Springs Comprehensive Plan



Project Availability and Ability to Meet Schedule

Although FNI has a healthy workload, we have the resources available to complete this project within the established schedule. FNI has senior-level Project Managers, including many firm Principals, dedicated to various departments to verify our resources are allocated as needed to successfully complete project assignments. It is important to FNI to be close to our clients. Our Arkansas office is a short thirty-minute drive from the City of Fayetteville. The proximity means that we have the ability to be responsive to the needs of the City.

FTN's will be completed by their Water Resources Group in their Little Rock and Fayetteville offices. Twelve of their 64 professionals will be initially made available to work on these projects, with five additional professionals in Baton Rouge, Louisiana available to assist. Should more personnel be required, additional resources can be made available.

FNI has a long history of compliance with client schedules and budgets, and we understand that maintaining both is critical to the successful completion of this project. The right balance must be maintained so that work can be completed as soon as practical, without accelerating the work to the point of diminishing quality or increasing cost without a commensurate increase in value to the project. We have the resources needed and the availability to complete the projects on time.

Our Project Management Process utilizes several tools to manage project schedules, including the One-Page Report. This is a simple document that is prepared and submitted to the City monthly by our Project Managers. The entire project team is copied on the report, which outlines work completed over the last reporting period, as well as upcoming tasks and deliverables. If there are outstanding decisions or information needed, the report will clearly note those items. We have found this simple tool to be an effective means of communication thereby enhancing our ability to maintain on-time project delivery.



SUSTAINABILITY
at Freese and Nichols

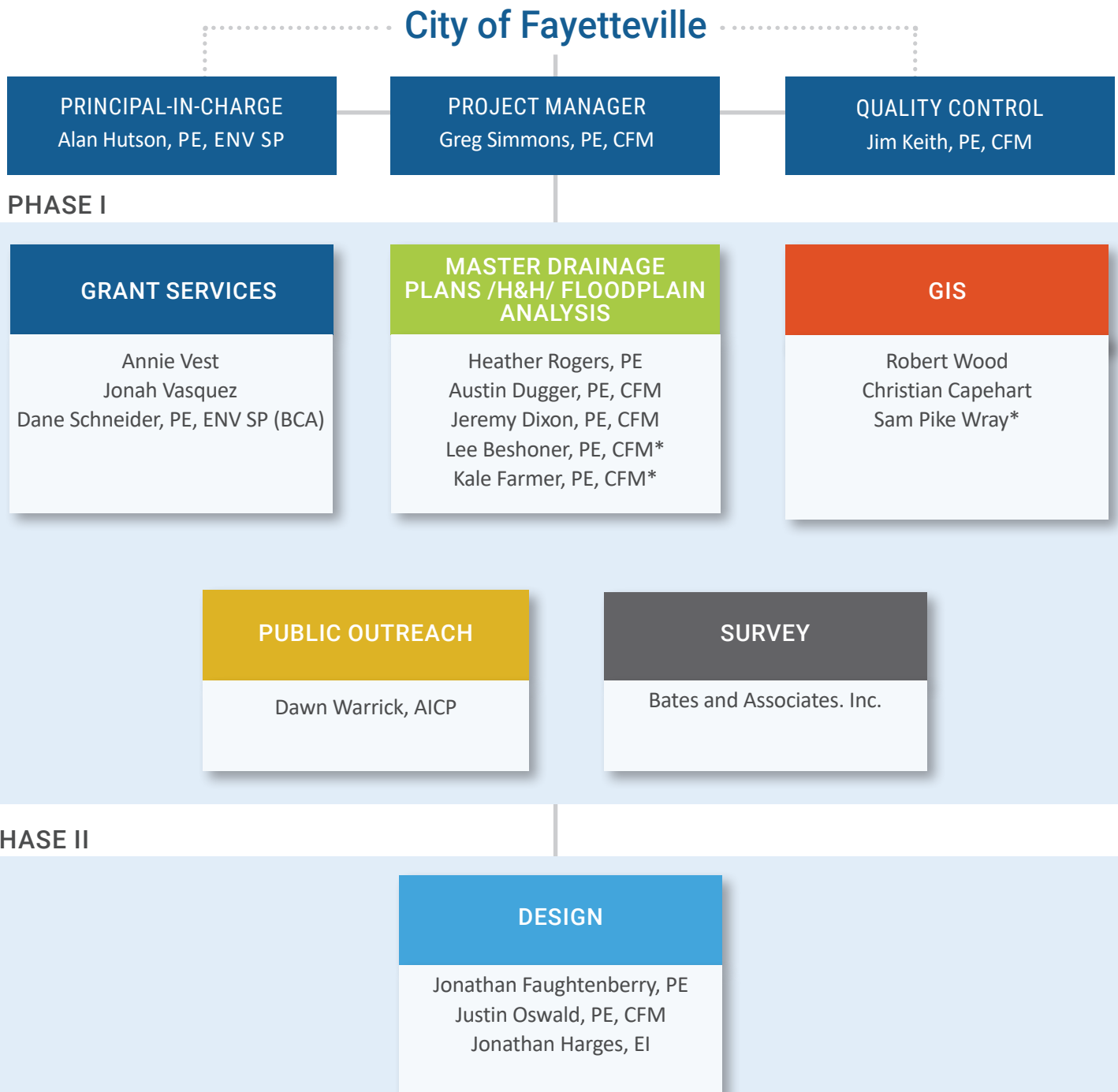
Focused on Sustainability

FNI demonstrates a comprehensive approach to sustainability in all of our work. Through our focus on sustainable initiatives, we strive to satisfy present needs, while preserving the ability of future generations to meet their own needs. It encompasses everything we do, as a company and for our clients, from technical projects to corporate processes, so we can be responsible stewards of our community, environment and finances.

We do this by...

- Creating more livable, enjoyable communities
- Designing systems with reduced future maintenance
- Improving community mobility
- Encouraging the selection of environmentally friendly building materials
- Improving water quality through best management practices

Organizational Chart



Key Personnel Bios



Greg Simmons, PE, CFM | Project Manager | **Experience:** 37 years | **Education:** MS, Financial Management, Naval Postgraduate School; BS, Civil Engineering, Texas A&M University | **Registration:** Professional Engineer, Arkansas #21485; Certified Floodplain Manager #1743-09N. Greg Simmons' engineering and infrastructure management experience includes leading municipal and military organizations that operated and maintained building and infrastructure systems (roads, water/sewer and drainage), managing design and construction projects for building and infrastructure system repairs and improvements, and developing strategic asset management plans for facility and infrastructure systems. In the course of his career, Greg has worked as a project manager, program manager and the developer and leader of the overall strategic plans for various facility/infrastructure management organizations, including leading the Stormwater Management Program for the City of Fort Worth from 2006-2022.



Annie Vest | Grant Services Lead | **Experience:** 12 years | **Education:** MA, Executive Development for the Public Sector, Ball State University; MA, Adult and Community Education, Ball State University; BS, Psychology and Disaster Management, Northwest Missouri State University | **Professional Memberships:** National Hazard Mitigation Association; Oklahoma Floodplain Managers Association; National Emergency Management Association; Department of Homeland Security CISA; Association of State Floodplain Managers; International Association of Emergency Management. Annie Vest is the Mitigation and Disaster Planning Lead at FNI and the National Hazard Mitigation Association Vice President. She currently serves as a Subject Matter Expert to the Department of Homeland Security CISA, Resilient Investment Planning, and Development Working Group. Annie is the former State Hazard Mitigation Officer (SHMO) for Oklahoma. As SHMO, Annie was directly responsible for \$130 million in Federal Hazard Mitigation Assistance (HMA) funds and the review and approval of Local Hazard Mitigation Plans. While employed at a previous firm, Annie authored the only nationally competitive FEMA BRIC grant in FEMA Region VI. She has extensive expertise in FEMA mitigation policy including the Benefit Cost Analysis.



Heather Rogers, PE | Master Drainage Plan | **Experience:** 10 years | **Education:** BS, Biological (Systems) Engineering, North Carolina Agricultural and Technical State University | **Registrations:** Professional Engineer, Oklahoma #31694. Heather Rogers is a water resources engineer experienced in performing stormwater modeling and analysis for a wide variety of projects. Her background includes H&H model development for detailed and base-level engineering FEMA floodplain studies and floodplain permitting, hydraulic design of federal and municipal dams, and drainage analysis for land development projects and wetlands. She has served as lead H&H engineer for multiple dam and floodplain study projects, in which she was responsible for delegating and scheduling tasks, developing technical processing and tools, managing staff workloads and providing training to junior engineers and partner firms. Heather currently performs H&H analyses for flood impact assessments and dam design.



Austin Dugger, PE, CFM | Master Drainage Plan | **Experience:** 8 years | **Education:** BS, Civil Engineering, Oklahoma State University | **Registration:** Professional Engineer, Oklahoma #32975; Certified Floodplain Manager #4050-21N. Austin Dugger is a Stormwater Engineer with experience working on a variety of stormwater design projects. His experience includes bridge hydraulic and scour analysis, design of culvert extensions and replacements, preparation of stormwater masterplans, storm sewer analysis and design, detention pond design, stream stabilization and restoration, and preparation of O&M manuals for green stormwater infrastructure. He has experience preparing studies using a wide variety of software platforms, including HEC-HMS, HEC-RAS, EPA-SWMM, PC-SWMM and TUFLOW 2D rain-on-mesh analysis. He also has experience preparing plans, specifications and estimates for his designs.

Resumes for the entire team are located in the Appendix.



Jeremy Dixon, PE, CFM | Master Drainage Plan | **Experience:** 11 years | **Education:** MS, Civil Engineering, Texas Tech University; BS, Civil Engineering, Texas Tech University | **Registrations:** Professional Engineer, Texas #121614; Certified Floodplain Manager #246-13N. Jeremy Dixon is a Project Engineer and Certified Floodplain Manager in FNI's North Texas Stormwater Management Group. He routinely performs H&H analysis and generates written reports for various stormwater projects. His experience also includes drainage studies, floodplain management, and review of drainage studies for compliance with current design criteria. He is proficient in HEC-RAS, HEC-HMS, InfoWorks ICM, development of ArcGIS scripts, and GIS applications for water resources.



Lee Beshoner, PE, CFM | Master Drainage Plan | **Experience:** 20 years | **Education:** BS, Civil Engineering, University of Arkansas; BA, Mathematics and Physics, University of the Ozarks | **Registrations:** Professional Engineer, Arkansas #12942; Certified Floodplain Manager, Arkansas #AR-06-00128. Lee Beshoner has more than 20 years of experience in H&H analyses of complex open channel and urban stormwater environments, including engineering and modeling support for master drainage plans and improvements to drainage infrastructure, development of GIS related software, and preparation QA/QC procedures and documentation. Lee has over 10 years of experience in project management of large and complex water resources and GIS-related projects. He currently serves as the Flood Risk Project Lead for the State of Arkansas Cooperating Technical Partnership (CTP) program contract and operates as FTN's Fayetteville Branch Manager. Lee's project and technical experience includes extensive work with multiple methods of hydrologic analyses; 1D and 2D hydraulic modeling; scenario-based stream evaluations to analyze the impacts of human development on floodplains; development and interaction with geospatial data; experience with complex spatial relationship queries and analyses using multiple GIS based software platforms; leading Independent Technical Reviews; and presenting, instructing, and/or leading various webinars, conferences, or meetings regarding floodplain related topics. Lee also serves as the Executive Director for the Arkansas Floodplain Management Association.



Kale Farmer, PE, CFM | Master Drainage Plan | **Experience:** 18 years | **Education:** BS, Civil Engineering, University of Arkansas | **Registrations:** Professional Engineer, Arkansas #14253; Certified Floodplain Manager, Arkansas #AR-07-00149. Kale Farmer is a civil engineer with extensive experience in H&H engineering. His experience includes water resources modeling, site design (grading, water, sanitary sewer, and storm sewer design), utility construction, and project coordination, review and permitting at the community, state, and federal levels. He is experienced working with FEMA on floodplain mapping, the Map Modernization Program, Risk MAP, Flood Insurance Studies (FIS), and regulatory issues and requirements. Kale's experience extends to field reconnaissance, data collection, and GIS analysis for H&H studies, master drainage planning, flood plain mapping, and DFIRM database productions. His project experience includes acting as the project manager and engineer responsible for ongoing urban drainage study in downtown Bentonville, AR. He developed a 2D overland flow model linked to 1D subsurface storm sewer system to evaluate planned improvements and provide recommendations for further drainage improvements. He utilized PCSWMM to analyze both surface and subsurface flow with rain-on-grid runoff computation.



Dawn Warrick, AICP | Public Engagement | **Experience:** 27 years | **Education:** MA, Geography, University of Arkansas; BLA, Landscape Architecture, University of Arkansas | **Registrations:** American Institute of Certified Planners, #017667. Dawn Warrick is a Project Manager in FNI's Tulsa office and has more than 23 years of municipal planning experience, including seven years as the City of Tulsa's Planning Director. She has served in senior planning roles for Louisville Metro Government in Kentucky and the City of Fayetteville, Arkansas, giving her an understanding of large urban cities, as well as smaller communities. Dawn has conducted and managed development review processes and supported elected and appointed officials as a subject matter expert. She is experienced in developing and implementing action-oriented, long-range plans using strategies that include updated land-use regulations, coordination of services, and integration of planning priorities into capital improvement programs.



Sam Pike Wray | GIS | ***Experience:** 9 years | **Education:** MS, Biology, University of Central Arkansas; BS, Environmental Science, University of Central Arkansas.* Sam Pike Wray serves as FTN's Geospatial Analytics (GSA) Administrator, where she functions as FTN's technical resource, advisor, and consultant in all areas of information management, including GIS. At FTN, Sam has been essential in the development of semi- and fully automated data processing tools, the deployment of web mapping applications, and the implementation of interactive web-based dashboard applications. Prior to joining FTN, Sam has organized and led data standardization endeavors, streamlined data collection and workflow processes, and created and updated enterprise-level data management systems for multiple organizations, including those in government and the nonprofit sector. Sam has been successful in laterally transferring her skills and abilities across many diverse fields, including utility infrastructure, environmental regulation, biological and ecological sciences, tourism and recreation, education, and public health. Sam's past projects include developing information management systems for infrastructure and utility data across Arkansas for parks, schools, colleges, utility companies, airports, and nonprofit organizations; categorizing and analyzing the physical condition of infrastructure to make recommendations regarding capital improvement funding expenditures for government agencies; providing justification for grant applications, real estate purchases, and business development strategies; and overseeing the migration of data from flat files to geospatially enabled databases, including those in cloud-based systems.

Team Integration and Coordination

The key players from both FNI and FTN will be active participants at scoping, progress and design-review meetings. A proactive communications plan will be developed at the onset of the project, including guidance on preferred methods to interface with the City. This communications plan will integrate our team through internal progress meetings, phone calls, virtual collaboration and monthly reporting. It will promote coordination of project tasks, data sharing, planned workflow and schedule of deliverables. It will also verify the entire team understands project goals and expectations.

FNI will also incorporate the review of FTN's deliverables into our quality assurance/quality control (QA/QC) program (see detailed description in Section G – Additional Background). FNI's assigned project manager prepares a formal QC plan for each project, detailing the documents to be checked or reviewed, QC schedules and responsible personnel. The QC review confirms the technical accuracy of each supplier's project components and verifies the quality standards for each submittal are consistently met. FNI's systematic QA process confirms the QC plan is followed and project objectives are carried out.

Interaction and Coordination with the City

The goal of our team is to function as an extension of the City's organization to achieve the goals of the project. This means including the City on all critical decisions and, above all else, avoiding surprises through the course of completing the project. We achieve this through accessibility of our staff, responsiveness to City staff and by incorporating City comments into the project.

- Our team recommends monthly meetings with the City's Project Manager and key members of the project team to discuss progress and any action items that need to be resolved. Depending on the agenda for the meeting, these can either be in-person meetings or accomplished via phone calls or online collaboration. They are an effective tool to keep everyone informed, to brainstorm alternatives and keep the project moving forward.
- In addition to periodic meetings, email, online collaboration and phone calls, a monthly summary report will be submitted to the City. These reports employ a standard form on which we report tasks completed in the previous work cycle, upcoming tasks and anticipated work for the next month, project milestone delivery dates and an area to list any issues that need to be resolved/action items.
- FNI will utilize our subconsultant, Bates and Associates, Inc., for survey work associated with the mapping of the existing drainage system.

E

Specialized and Past Experience

We are confident that the team-member biographies and project examples provided throughout our SOQ will clearly demonstrate the depth and breadth of the professional experience and expertise the FNI/FTN team will bring to bear on this project. By way of overview, we can say that when it comes to this sort of project, ***the FNI/FTN team has successfully “been there, done that” assisting dozens of communities for decades on similar projects.*** Due to that vast experience, we have many ideas and examples that we believe will add great value toward optimizing the ultimate outcome. We fully understand that no two communities are alike and, as a matter of sequence and priority, we must first listen carefully to the City to capture a detailed understanding of how the City defines success for this effort. Our summary approach is to listen first, listen well and listen throughout as we leverage our professional expertise and track record of success at each step in the process to facilitate the advancement of the City’s goals and visions for this project.

PHASE I

Funding Specialists

FNI’s funding team will lead the grant preparation aspect of this project and is dedicated to helping you navigate the grant and loan process to obtain funding for the design and construction of flood/erosion mitigation projects.

More than any other firm, our team knows funding. FNI experts bring a collective knowledge of varying funding sources available to meet client current and future needs. We use multiple funding alternatives, including low-interest loans, grants, disaster relief and hazard mitigation-type funding programs for water, wastewater and stormwater opportunities. Our funding strategy will be customized to Fayetteville’s needs and will consider all possible actions (structural, land use regulations, building codes, nature-based solutions, etc.) to address current and future risks and identify specific ways to fund these activities annually. Working in tandem with the entire FNI/FTN team, our funding professionals will assess the results of a detailed analysis of hazard risks and stemming mitigation actions to develop a tailored mitigation strategy to help mitigate risk.

FNI understands maximizing funding opportunities that utilize FEMA’s Hazard Mitigation Assistance grant programs, including the Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), and the Hazard Mitigation Grant Program, is essential to making the flood/erosion mitigation funding efforts successful. Our team is uniquely suited to complete the initial project grant application and all its components, such as required environmental coordination with outside entities and developing project cost estimates or a benefit-cost analysis (BCA) if needed for the proposed projects. Once the grant application is submitted for review under the selected funding opportunity, we will use our robust, professional relationships with state and federal coordinating partners to verify the completeness of the grant application, and increase the probability of project selection by the Arkansas Department of Emergency Management (ADEM) and Arkansas Department of Natural Resources.

Benefit Cost Analysis (BCA)

Equally as important to the costs, is identifying the benefits from each project. The benefits can be monetary as well as environmental, social and recreational. Our project team has decades of experience in conducting benefit cost analyses following FEMA BCA guidelines. FEMA has recently updated these guidelines to be more inclusive of other benefits and discount rate. Our team has also piloted an innovative approach to expand the impacts of flooding and

\$ WE KNOW FUNDING

The Infrastructure Investment and Jobs Act (IIJA) authorizes \$1.2 trillion for infrastructure investments. This is the most significant federal investment in decades and authorizes roughly \$47 billion in funds for resilience, including various programs to address flood mitigation. Funding agencies range from existing programs, such as FEMA’s Building Resilient Infrastructure and Communities and Flood Mitigation Assistance, to new programs like the Safeguarding Tomorrow Through Ongoing Risk Mitigation (STORM) Act.

Other funding opportunities our team will explore include funding through the U.S. Environmental Protection Agency (EPA) and the Clean Water State Revolving Loan Fund (CWSRF), which provides financial assistance through loans with subsidized interest rates and opportunities for partial principal forgiveness for planning, acquisition, design and construction of wastewater, reuse and stormwater mitigation infrastructure projects.

has demonstrated these additional impacts in the Houston region. Our team can show the traditional BCA as well as our new approach to justify project selection. The BCA tasks may include calculating costs of damage of modeled flood event scenarios using the standard BCA methods of calculating damages, such as Building Replacement Value; performing a limited analysis of existing models to determine the need for new modeling; providing the GIS work necessary to inventory the number of homes at risk, assumed finished floor elevations, roads and culverts at risk and other critical infrastructure and lifelines; and revising the Opinion of Probable Construction Cost (OPCC) for the project's current construction costs.

Specific Project Examples

Reservoir Benefit-Cost Analysis Assistance | Town of Wake Forest, NC

The Town has been earmarked for funding by Congress for rehabilitation of the Wake Forest Reservoir Dam for the purposes of hazard mitigation. As part of this funding, the Town needs to complete FEMA's Benefit-Cost Analysis (BCA) process. The BCA is a method that determines the future risk reduction benefits of a hazard mitigation project and compares those benefits to its costs.

FNI is currently assisting the Town with completion of the BCA for the Wake Forest Reservoir. This will include all portions of the BCA with the exception of the narrative, which will be completed by the Town.

The BCA tasks include:

- Calculating costs of damage from a potential breach of the Wake Forest Reservoir, using the standard BCA methods of calculating damages, including Building Replacement Value
- Performing a limited analysis of the breach model developed by FNI as part of our previous study for the Town that identified the dam as not meeting current Dam Safety standards
- Providing the GIS work necessary to inventory number of homes at risk, assumed finished floor elevations, roads and culverts at risk
- Revising the Opinion of Probable Construction Cost (OPCC) for the dam to reflect current construction costs
- Providing a brief writeup of potential environmental impacts of the proposed work along with identification of permits that will be needed to conduct the work
- Providing assistance to the Town to help them complete the narrative portion of the BCA

Application for FEMA BRIC Funding for the Bayou Din Detention Basin Project | Jefferson County Drainage District

No. 6 Areas within the Bayou Din watershed have experienced extensive, widespread flooding numerous times within recent years. The flooding is attributed to several unnamed storms, and notably Hurricane Harvey in 2017 and Tropical Storm Imelda in 2019. These flooding events resulted in damages to real and personal property. Submerged roads prevented motorists and emergency responders from moving freely, presenting an immediate threat to public health and safety. Residential, commercial and industrial areas throughout the region were inaccessible for prolonged periods as floodwaters receded.

The Bayou Din Detention Basin Project will implement regional stormwater management infrastructure to mitigate the risk of flooding in areas of Fannett, Texas identified as Green Acres, Cheek, Winzer Road area, Bayou Din Drive area, Grand Oak Estates and adjacent communities. The project will also mitigate flood risk to vital industrial facilities within the watershed, such as the Goodyear Tire and Rubber plant.

FEMA developed technical evaluation criteria to score and prioritize BRIC applications submitted for consideration. Generally, for the project application to be competitive, it must demonstrate mitigation of natural hazard risk to critical physical infrastructure and community lifelines that enable continuous operation of government and business functions essential to human health and safety. FNI developed a regional flood risk reduction project including channel conveyance improvements and detention storage to benefit approximately 5,000 residences. The proposed project reduced total damages from flooding in the region by 50% for the more frequent 10-year rainfall event, as well as the less frequent, more severe 100-year storm.

Disaster Recovery Program | Harris County Flood Control District

FNI served as an extension of Harris County Flood Control District's (HCFCF) engineering and environmental staff to manage their federally-funded Disaster Recovery Program, providing county-wide on-call program management services over a multiyear period. Services included preliminary damage assessments, GIS data management, work plan development, grant and funding procurement services and construction management and inspection services.

Disaster Assessment Support

The Disaster Recovery Program responded to infrastructure damages sustained during the April 2016 Tax Day storm event, Hurricane Harvey in 2017 and Tropical Storm Imelda in 2019. Damage assessments focused primarily on HCFCF channel infrastructure, including 1,500 channels totaling 2,500 miles in length and across 22 watersheds totaling over 1,700 square miles.



HCFCF initially engaged FNI as a program manager to respond to the infrastructure damages sustained by the April 2016 Tax Day storm event in Southeast Texas. The Tax Day storm delivered nearly 18 inches of rainfall over six watersheds in western and northwestern Harris County in a 24-hour period and was declared a federal flood disaster. Utilizing a combination of high-resolution aerial imagery and field teams recording on-site conditions, FNI estimated the total repair cost for damages subject to federal reimbursement in excess of \$30 million.

While in the process of assisting HCFCF to address the Tax Day storm damage, Harris County was subjected to Hurricane Harvey in 2017 and Tropical Storm Imelda in 2019. Hurricane Harvey delivered approx. 47 inches of rainfall over the period from August 24 through 30 and was declared a federal flood disaster. FNI continued to work diligently with HCFCF to adapt the Disaster Recovery Program in response to Hurricane Harvey and Tropical Storm Imelda. FNI staff mobilized immediately to assist with recovery efforts, assess field damage, and coordinate with federal and state agencies in pursuit of funding reimbursement for recovery efforts. Our program management team documented the majority of damages sustained by Hurricane Harvey in approximately six weeks, estimating infrastructure damages in excess of \$100 million.

Infrastructure Support

FNI developed preliminary scopes and cost estimates for repair of damages. Projects were categorized based on emergency repair designs for critical damage, design and construction to restore infrastructure to pre-disaster condition and development of hazard mitigation measures to alleviate impacts from future extreme storm events. FNI assisted with the coordination of multiple state and federal agencies, including Natural Resources Conservation Service (NRCS), FEMA, and US Army Corps of Engineers (USACE). FNI supported HCFCF in the procurement and management of multiple design consultants to develop construction documents. FNI also augmented HCFCF staff resources by providing construction phase engineering services, and construction management and inspection services.

Funding Support

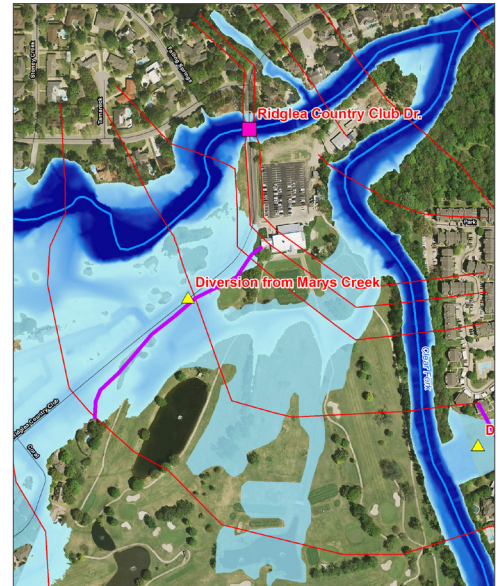
FNI provided technical support to HCFCF and Stuart Consulting Group for the preparation of FEMA Hazard Mitigation Grant Program and Public Assistance and HUD CDBG-DR and CDBG-MIT applications for funding assistance. FNI focused on developing flood mitigation strategies aimed at reducing existing flood risk and promoting resiliency while also incorporating nature-based solutions, including multi-use flood control facilities, stormwater quality features and recreational benefits. FNI assisted with the preparation of grant applications within the Addicks Reservoir, Armand Bayou, Brays Bayou, Cypress Creek, Greens Bayou, Halls Bayou, Sims Bayou and White Oak Bayou watersheds.

Master Drainage Plan Experts

FNI and FTN have assisted many public clients with all aspects of successfully implementing their drainage programs. This includes drainage system inventory and mapping; citywide, basin and localized planning; and developing concepts for innovative and highly effective flood/erosion mitigation projects that many times also provided water quality benefits and served as community amenities. The FNI/FTN team consists of professionals who work predominately on drainage and flood mitigation projects for public clients and regional authorities. Our team is accomplished in utilizing the latest modeling software, helping municipalities make educated and informed decisions to maximize the value of their construction dollars. Our experienced staff will provide constructible, sustainable alternatives that optimize the City's budget for construction, and operations and maintenance (O&M).

Highly complex urban stormwater issues often require advanced modeling and analysis, and we are fortunate that our toolbox keeps growing with advances in technology. FNI/FTN has extensive experience in the application of advanced modeling to stormwater needs, including InfoWorks ICM, XP-SWMM, HEC-RAS Unsteady and HEC-RAS 2D. We are intimately familiar with the unique modeling challenges posed by these types of projects, including processing data on the front end to build the models efficiently and utilizing custom scripts in GIS to process model results. With highly experienced stormwater staff, our team members routinely encounter unique modeling situations that require special applications of H&H principles. We enjoy and welcome the challenges created by these special situations and look forward to providing the City with drainage services.

The key steps our team has successfully employed to deliver accurate, relevant and highly usable master drainage plans for numerous communities are outlined below. We will work with City staff to customize this process, as needed, to properly structure our effort to deliver high priority interim products, specifically the ability for the City to apply for grant funding in Fall 2023 for the design and construction of high priority flood mitigation projects.



Mary's Creek confluence with the Clear Fork Floodplain, from the City of Fort Worth Drainage Master Plan

Drainage Master Plan Process

Step 1

Drainage Master Plan Discovery

Kickoff meeting: A kickoff meeting with the City will be held to introduce key team members and to review the Project Management Plan, including the scope of work, schedule, budget, communications plan and milestone deliverables. During this meeting, our team will facilitate discussion of several key items to define the City's expectations, including identification of the highest priority drainage issues the City desires to mitigate through grant-funded design and construction.

Data gathering: We will create a data request for the City, including: available topographic data; previous drainage studies; as-built plans; CAD/ GIS information currently held by the City; historical records on past flooding and drainage complaints; any existing H&H models and associated flood mapping efforts; information on any significant plans for site development projects; zoning restrictions as they impact future impervious cover or priority areas for green/LID measures; and the existing drainage criteria. Especially important for this project, given the goal of submitting a grant application in Fall 2023, will be the identification of any existing modeling data that can be used to expedite the development of conceptual mitigation alternatives without an extensive modeling effort.

- **Field visits:** Perform field visits with City staff to understand the nature and scale of the existing problems.
- **Interviews:** Conduct interviews with tenured City staff to identify additional projects for consideration.
- **System inventory:** Convert any existing system drawings from CAD or other formats to GIS.

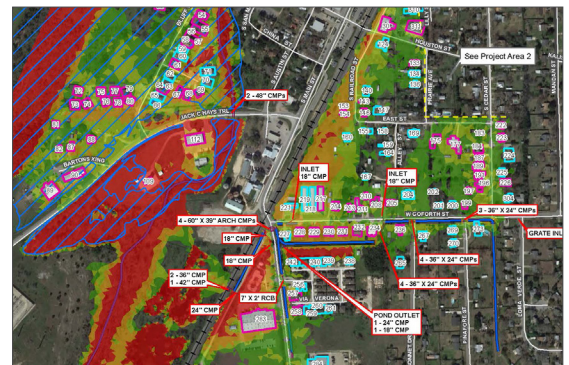
Field work: We will begin by identifying outfalls and then work our way upstream along each system, conducting measure downs on storm drain manholes and inlets. We will record size and flowline information for each access point, as well as pictures and visual condition assessments. We will also identify and assess other stormwater features, such as culverts, bridges and channels. The accuracy of the data will require a discussion with the City regarding the level of effort and desired outcomes. We can provide a range of data accuracy, varying from field survey to handheld GPS to mobile data collections using iPhones. We would recommend using ArcGIS online, so that the data can be collected in the field and quality control can be done in the office simultaneously, if desired. The end product will be a comprehensive GIS database of the City's entire stormwater system. Our team will also be available to provide training to the City on using the GIS database, as well as ongoing support as needed.

Identification of short term opportunities: During the field verification process, we will rely on our experience to flag problem areas that need attention and incorporate information about those into the GIS data. These could consist of pipes or culverts filled with debris, erosion in streams, areas of standing water or significant overgrowth, or major deterioration of pipes or other structures.

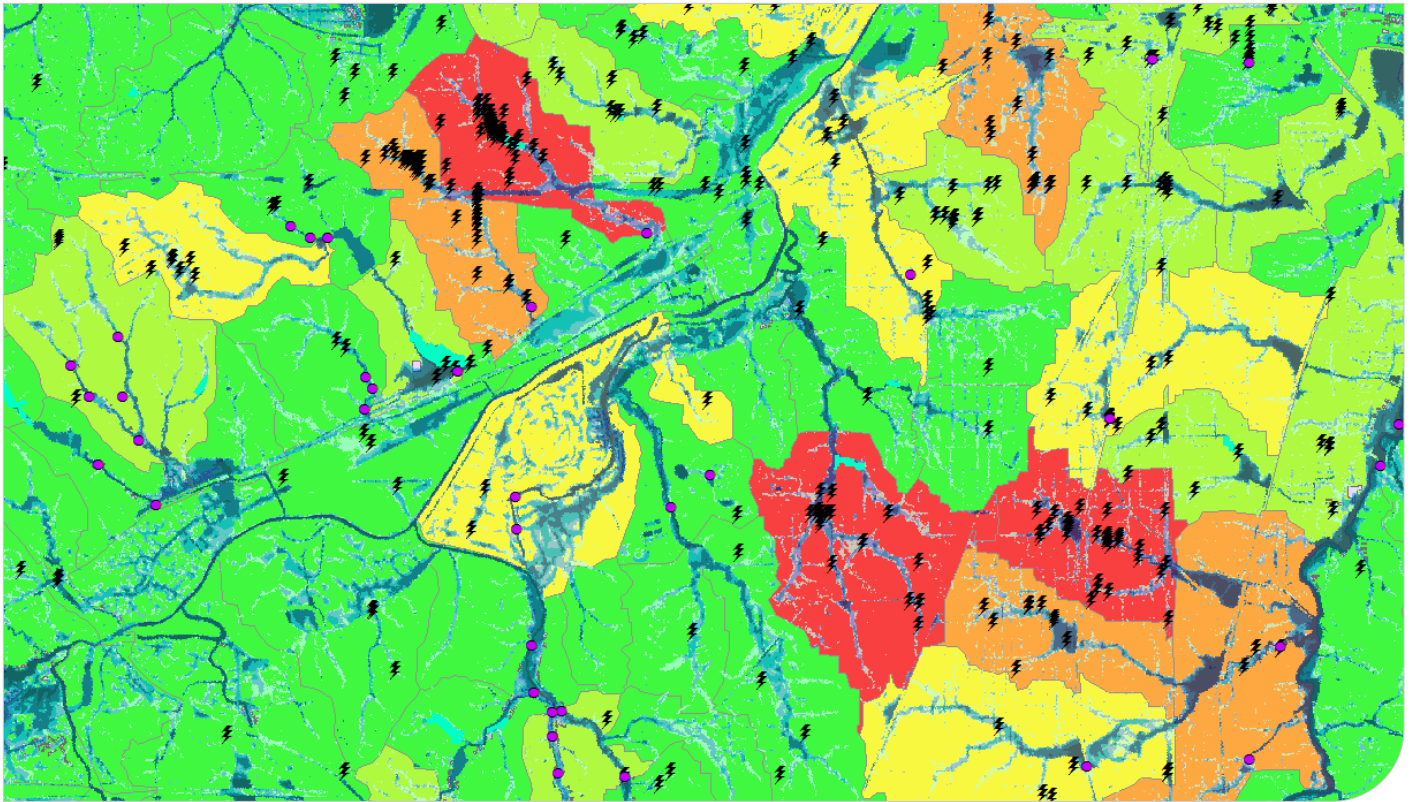
Step 2

Detailed Analyses and Development of Overall Drainage Model

- Determination of hydraulic modeling software to be used:**
 The FNI/FTN team has performed numerous studies for cities across the nation using 1D/2D dynamic modeling with several of the most advanced software applications commercially available including XP-SWMM, PCSWMM, InfoWorks ICM, HEC-RAS (1D and 2D), iCPR 4, EPA-SWMM and others. We will recommend a specific platform to the City so that a decision can be made on which system to employ. Whichever platform is chosen, our team will develop a product that can be used as desired to pursue any revisions to the FEMA floodplain that may be indicated.
- Model development:** Once the modeling process and the priority focus areas have been agreed upon with the City, collected model input data, such as culvert parameters, topographic and hydrologic data will be incorporated into a base 1D/2D model. FNI/FTN will perform quality control assessments of the base model inputs and computational methods. The model will then be validated against historical records, such as city-recorded flood conditions, stream gauge data and other data available and then reviewed again internally for quality control prior to presenting the model to the City. We will discuss the model with the City, and the community if desired, to validate that the produced results represent their understanding of flood conditions in the problem areas. Any comments or concerns from the City will be addressed prior to use of the model for identification of conceptual flood mitigation alternatives.
- Identification of conceptual improvement alternatives:** FNI/FTN will take the outcome of the model and other data gathered and provide a report describing what appear to be the greatest public safety flood risks in the City and outline what conceptual mitigation alternatives appear to be the most feasible and the best candidates for a Fall 2023 grant application for design and construction funds. Any of these alternatives can be developed into greater detail in any future effort that the City determines is appropriate.



Specific Project Examples



Drainage Project Prioritization System | City of Fort Worth, Texas

The City of Fort Worth developed its stormwater utility fee in 2006 and subsequently used the revenues to sell a series of bond packages. These bond funds were spent to fund a backlog of capital improvement projects. Without future rate increases, the utility has now reached its debt capacity, and the City is transitioning to a pay-as-you-go system with a significant reduction in its annual budget for stormwater capital improvements. This funding reduction has created a greater emphasis on how the City prioritizes its limited stormwater funds.

In response to this transition, FNI is assisting the City with the development of a prioritization system to guide its stormwater planning team in selecting areas to study and mitigation alternatives to move into capital project development. FNI developed a needs-based prioritization system in GIS to rank the City's 300 storm drain mapsheds based on factors, such as structure flooding, road flooding, pipe capacity, infrastructure criticality and drainage complaints. FNI utilized pairwise methodology for developing the prioritization system based on City priorities identified in the Comprehensive Plan but tailored to the Stormwater Utility's mission. Then, FNI reviewed all the stormwater studies developed by the City over the past 10 years and performed a data mining exercise to extract critical performance metrics for each project that aligned with the City's priorities. This information was used to develop a risk-based ranking of mitigation alternatives that can move forward to capital projects. The system was documented in an Access database, which can be used by City staff moving forward to manage planning efforts.

More than 80 reports were reviewed to develop a list of more than 500 alternatives. These were filtered to 200 viable alternatives, which were scored and ranked. The top 50 included further evaluation, including site visits, updated cost estimates and project life-cycle assessments.

Comprehensive State Flood Plan | Oklahoma Water Resources Board

In 2020, the Oklahoma Legislature passed Senate Bill 1269, which directed the development of the first ever State Flood Plan by the Oklahoma Water Resources Board (OWRB). The purpose of the Flood Plan is to develop a comprehensive list of flood mitigation strategies and projects, provide improved resource management between federal, state agencies, and local communities and increase the state's community and public awareness. The designated Flood Planning Watersheds are based on the primary river basins in the state.



FNI is leading this effort to develop the flood plan based on the 13 Flood Planning Watersheds. This is being accomplished through five main tasks.

- **Engagement** – The Flood Plan team contacted nearly 1,000 floodplain administrators, emergency managers and flood professionals in the state to participate in webinars and surveys. We have also given multiple presentations across the state to professional organizations such as the Oklahoma Floodplain Managers Association (OFMA) etc. The compiled information on flood issues and flood mitigation projects will feed into the flood risk reduction strategies, funding recommendations and legislative recommendations.
- **Data Collection** – The Flood Team is collecting the best available data from authoritative sources. This includes developing a state-wide flood quilt (combination of flood risk maps) to define risk and a state-wide building dataset (structures and population) to define consequence. The combination of the two along with other factors will help to define hot spots within the State.
- **Flood Risk Reduction Strategies** – These strategies will be based on gathered Hazard Mitigation Plans, Master Drainage Plans, Capital Improvement Plans and data gathered through engagement.
- **Funding** – Funding can often be a limitation to implementation of these projects and this task will look at strategies to fund flood risk reduction strategies. This will likely include recommendations for potential new programs that could help communities especially with finding match dollars for federal programs.
- **Plan Development** – The plan development will include an executive summary of the Flood Plan including funding and legislative recommendations. It will also include an interactive dashboard displaying flood risk, consequence, hot spots, gap closure evaluations and flood risk reduction strategies.



Flood Risk Assessment | Oklahoma Water Resources Board (OWRB)

FNI completed multiple projects funded through the OWRB and the FEMA Cooperating Technical Partner (CTP) Program to promote and develop flood control throughout the State. Services included analyses and development of flood hazard data, H&H modeling, floodplain mapping, flood risk products and flood risk outreach activities

to identify areas at risk for flooding and aid in prioritizing future mitigation efforts. FNI's scopes of work to date include Phase One (Discovery) and Phase Two (Risk Identification and Assessment) projects located within multiple watersheds.



FNI provided Phase One (Discovery) activities for Mapping Activity Statement (MAS) No. 19-2. We evaluated five watersheds to support decreasing the long-term natural hazard risk to communities throughout the watersheds. Phase One activities included project management, review of flood risk assessment products, discovery activities, and community participation and engagement in the Discovery process. FNI evaluated the watersheds and the communities within to determine what technical support or assistance the components available through a Flood Risk Project may be appropriate in later phases. The project includes in-person opportunities to engage identified communities, build risk awareness, increase capabilities for risk communication and stimulate mitigation action at the local level. MetroQuest surveys, website and virtual meetings provided creative solutions to engage communities within COVID-19 guidelines.

FNI performed Phase Two (Risk Identification and Assessment) activities for Lightning Creek located within the Lower North Canadian Watershed in Oklahoma City. The study provided detailed H&H analysis of approximately 8.51 stream miles and 14.16 square miles of drainage area. The study included 24 bridge/culvert structures with a diverse geometry of channels. The HEC-HMS and HEC-RAS analysis included multiple storm events and produced floodplains, floodways and other regulatory products. Since the last detailed study in 1982, the changes in development, land use, modeling techniques and rainfall data all contributed to significant changes in the regulatory floodplains and floodway. Stream flow rates more than doubled since the 1982 study, and the floodplain that was previously mapped inside the channel extended far outside of the banks, inundating hundreds of new structures. These wider floodplains pushed the limits of scoped traditional 1D steady flow modeling, so FNI also created 2D models to verify the accuracy of the 1D runoff volumes and timing of peak flows. FNI also used the community's high-water marks and photos of known large storm events combined with FNI's Rainfall Wrangler tool for model calibration and verification of known flooding events.

FNI also performed Phase Two (Risk Identification and Assessment) activities for Cooley Creek located within the Bird Watershed in the City of Tulsa. The study provided detailed H&H analysis of approximately 7.8 stream miles of Cooley Creek and its tributary. Scope of work included topographic data development, collection of field surveys, HEC-HMS and HECRAS model development, floodplain mapping, development of flood risk products and flood risk outreach activities. The project accounts for changes in land use development and updated floodplain mapping with the latest H&H modeling software.

Community Engagement and Project Outreach

For all of the flood risk projects, FNI provided community engagement and project outreach support to create a climate of understanding and ownership of the mapping process at state and local levels. Assistance included in-person and virtual opportunities to engage communities, build risk awareness, increase capabilities for risk communication and stimulate mitigation action. FNI worked with local officials and residents, local planners, floodplain administrators (FPAs), elected officials, community leaders, local levee/dam/coastal leadership/business owners and others to alleviate public controversy.

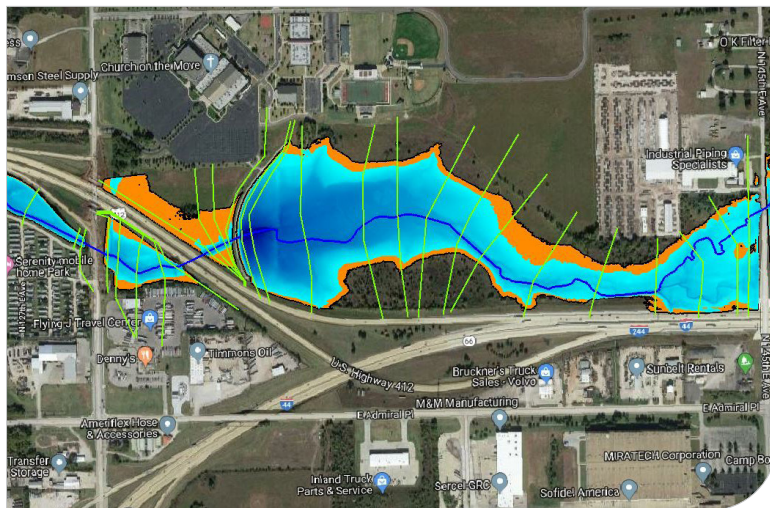
Vensel and Cooley Creek Master Drainage Plans | City of Tulsa

FNI is finalizing master drainage plans for the Cooley Creek and Vensel Creek basins within the City of Tulsa. The Cooley Creek and Vensel Creek watersheds encompass approximately 6.5 and 6 square miles, respectively. Tasks include a collection of field surveys, hydrologic (HEC-HMS) and hydraulic data development (HEC-RAS/SWMM) for existing and fully urbanized conditions, floodplain mapping, flood hazard analysis, stream erosion analysis, flood alternatives analysis, cost estimates, and preparation and submission of a Master Drainage Plan.

FNI created a GIS Interface for the City of Tulsa to see our ongoing H&H efforts. The detailed H&H analysis included:

- HEC-HMS Modeling
- HEC-RAS 1D Modeling
- HEC-RAS 2D Modeling
- Public Involvement
- Problem Area Identification
- Alternative Analysis
- Cost Estimation
- Floodplain Mapping
- Interactive GIS Viewer

The project also included updating the Floodplain and Floodways within the FEMA Special Flood Hazard Areas via the FEMA/Cooperating Technical Partners Program.



Stormwater Master Plan | City of Terrell, Texas

FNI recently completed a comprehensive Stormwater Master Plan for the City. The plan included an assessment of the City's drainage criteria and funding opportunities. A rain-on-mesh analysis was performed to identify drainage concerns across the City. In addition, detailed analyses were performed of selected open channels, creeks and known severe flooding areas.

FNI developed new HEC-HMS, HEC-RAS and InfoWorks ICM models of riverine and storm drain flooding throughout the City. FNI used the models to determine flood risk, developed conceptual projects to mitigate the risk and prioritized the projects. FNI also revised the Drainage Criteria section of the City's Technical Construction Standards and Specifications, provided a funding assessment and justification for increases to the stormwater utility fee, benchmarked Maintenance Practices across multiple peer cities and performed drainage impact analyses for two high-profile projects in the City.



Downtown Master Drainage Analysis | City of Bentonville

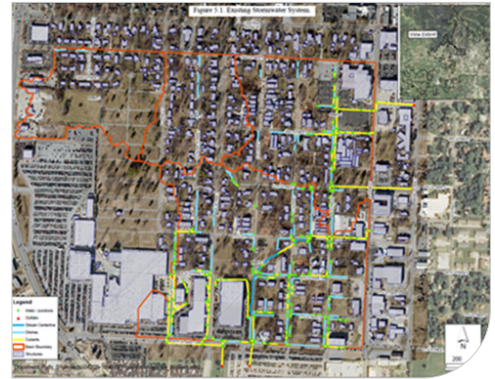
In 2016, Bentonville requested FTN perform an in-depth analysis of drainage issues in a portion of the downtown area. The area in question had begun experiencing redevelopment, with small homes being replaced with much larger structures. The City wanted to evaluate the potential increase in runoff volumes for the area due to the increased impervious area of each lot. Additionally, FTN evaluated the current stormwater system to determine the level of service it was currently providing.

FTN worked with City staff, an aerial photogrammetry firm, and a local surveying subcontractor to obtain detailed topographic and base map data of the project area. This included a detailed survey of the subsurface storm drainage network and ground truthing for the photogrammetry.

FTN developed a two-dimensional hydraulic model of the area analyzing both surface and subsurface drainage using PCSWMM. This model incorporated rain-on-grid hydrologic modeling, which is a more accurate way to determine runoff for an area compared to conventional methods that average input parameters over a watershed.

FTN proposed several solutions to address existing and future drainage problems, including surface and subsurface detention, storm sewer capacity improvements, and regulation/ordinance revisions. FTN also worked with the City to identify several parcels within the study area that had potential for use as detention basins, including limited analysis of current value and identified areas where subsurface detention would be most beneficial.

FTN continues to work with the City of Bentonville to identify areas of potential drainage improvement and develop recommendations to address the drainage infrastructure needs including potential detention, and storm sewer trunk lines. FTN is also assisting the City with grant applications by developing conceptual plans and cost estimates, as well as performing Benefit-Cost Analyses using the FEMA BCA Toolkit.



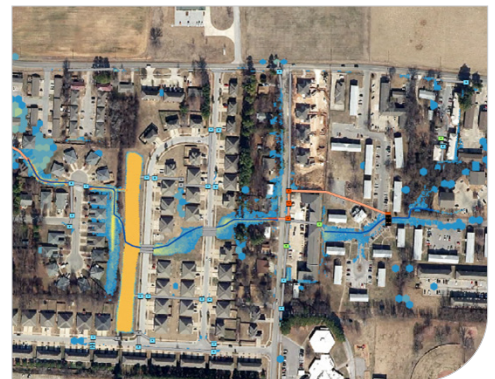
Linda Jo Place and Skyler Drive Drainage Improvement Analysis | City of Fayetteville

As part of the City of Fayetteville's efforts to solve local flooding concerns, the City contracted with FTN to evaluate an existing flood-prone area in the Middle Fork Hamestring Creek Watershed by performing analyses to determine the current drainage system's conveyance capabilities and to develop conceptual level drainage scenarios for reducing the flooding issues. FTN evaluated if existing bridge/culvert structures needed to be replaced and assisted the City with regulatory floodplain issues.

As part of this analysis, FTN gathered existing sources of data, including topographic data and subsurface stormwater network data, and worked with City staff to obtain as-built data for the project area.

FTN developed a 2D H&H model of the area analyzing both surface and sub-surface flow and drainage using PCSWMM, a program that links a 2D surface water model to EPA's widely-used SWMM (Storm Water Management Model). This model incorporated rain-on-grid hydrologic modeling - a potentially more accurate way to determine runoff from an area compared to conventional methods that average input parameters over an entire subwatershed.

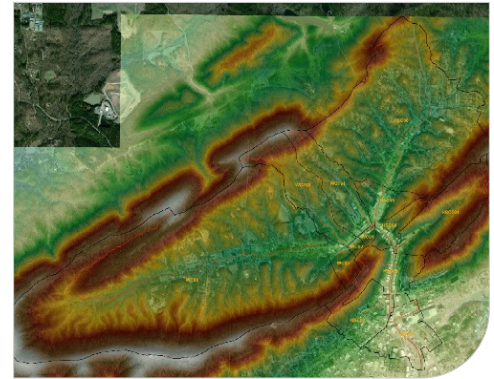
FTN examined several solutions to address existing and future drainage problems, including surface detention, bridge/culvert structure replacements, and storm sewer capacity improvements. The detention scenario included retrofitting two existing ponds to become inline storage for the Middle Fork Hamestring Creek. Floodplains for the different alternatives modeled were compared.



Whittington Creek Detention Feasibility Analysis | City of Hot Springs

The City of Hot Springs has historically experienced significant flooding events in the downtown area. Stormwater from the National Park area upstream is routed through an old undersized tunnel system that runs beneath Historic Downtown Hot Springs, along Bathhouse Row. Two branches of the tunnel system collect flow from Hot Springs Creek and Whittington Creek before merging at the intersection of Central Avenue, Park Avenue, and Whittington Avenue.

The City of Hot Springs partnered with FTN to explore the feasibility of constructing a detention pond upstream of the Whittington Creek entrance to the downtown tunnel system. This feasibility analysis was funded through an Advanced Assistance Grant administered by West Central Arkansas Planning and Development District (WCAPDD).



FTN worked with survey and geotechnical subcontractors to acquire more detailed information regarding the project site. Survey data was used for model refinement and conceptual pond layout and grading. Geotechnical information provided estimates of maximum feasible depth of detention facilities. FTN developed a detailed hydrologic model to a point just downstream of the outfall of the tunnel system. This model allowed analysis of peak flow hydrographs at key confluences to determine where detention would be most effectively located and what effect the available volume of detention might have on reducing peak for the entire watershed, flows downstream.

Based on the detailed topographic information and hydrologic model, FTN developed a 2D hydraulic model of the area, analyzing both surface and subsurface flow and drainage using PCSWMM. This model incorporated inflow hydrographs from the detailed hydrologic model for Whittington Creek, Hot Springs Creek, and several tributaries, that were then routed through the combined drainage model. FTN determined that, while not a complete solution to the flooding issues downtown, a detention pond could work together with other improvements to provide a level of relief. Also, FTN worked with the City and WCAPDD to prepare information required to submit for an HMGP construction grant for the project.

PHASE II

Development and Design of Innovative Hazard Mitigation Projects

The FNI/FTN team of professionals collectively have decades of experience taking conceptual flood mitigation alternatives developed through H&H modeling, and turning them into effective, innovative, and constructible projects through high quality and thorough design work. Designs for drainage projects can be especially complex due to the need to adequately assess and account for many difficult to detect factors such as: location and alignment of underground utilities, soil types and rock formations that may be encountered, and groundwater depths and impacts. Additionally, drainage projects frequently involve wetlands and flood plain permitting requirements. Our team is thoroughly versed and seasoned in the methods and processes for minimizing the risk that any of these things will result in significant project delays or cost increases. In short, we have a track record of proven success in bringing ideas into reality to protect people and property from the hazards posed by severe flooding.

Flood Management Design

Flood management design often includes bridges, culverts, channels and other drainage infrastructure, such as lift stations. We have a wide variety of experience in these areas and understand the comprehensive approach required for a successful project. For bridges and culvert design, we begin with a hydraulic analysis to establish the basic parameters of the project and the improvements required to meet the design criteria. Our goal with every drainage project is to maintain no adverse impact, both upstream and downstream. We will evaluate downstream tailwater conditions, outlet velocities, and erosion/scour potential to determine the optimum solution for each location. Often times channel grading is required adjacent to the bridge/culvert crossing to transition to the natural channel section.

We also work closely with our roadway design team to understand the plan and profile constraints of the roadway and to develop a comprehensive project that meets the City's objectives.

Storm Drain Design

Our team has extensive experience with studying existing storm drain systems and providing solutions to reducing flooding in high risk areas. Typically improvements require increasing the capacity of the main lines while minimizing other utility relocations. We know how to work within confined urban settings and will use our prior experience to efficiently place main trunk lines, laterals and inlets to minimize conflicts. Additionally, our team has computational fluid dynamics (CFD) capabilities in-house and has recently used this technology to analyze the hydraulics of specific design features on projects. This capability is useful when analyzing complex existing storm drain systems or systems that have been modified over their lifespan.

Specific Project Examples

Central Arlington Heights Drainage Improvements (Ashland/Western Construction Projects) | Fort Worth, Texas

FNI provided design services for incremental underground detention improvements for two locations within Central Arlington Heights residential neighborhood. The Ashland Avenue project consisted of 300 LF of dual 12-foot-wide box culverts. The Western Avenue project was similar and included approximately 1,100 LF of box culverts for underground detention, ranging in size from dual 7-foot-wide box culverts to triple 10-foot-wide box culverts. It also included design of a surface detention pond, including landscaping amenities. Services provided include storm drain design, subsurface and surface detention design, construction documents, transportation design and traffic control, H&H modeling (InfoWorks SD and ICM), coordination of survey and geotechnical analysis, data collection, utility coordination and design, stakeholder meetings, cost estimating, bid phase services, construction phase services, project management and 3D renderings.



Eastern Arlington Heights Drainage Improvements | Fort Worth, Texas

FNI was responsible for a holistic master plan for the watershed to fully assess necessary drainage improvements and subsequent box culvert designs. After developing an Innovyze ICM 2D model of the existing drainage system, FNI evaluated pipe and detention alternatives throughout the watershed. The team was able to leverage cost information from experience in adjacent watersheds to accurately estimate final construction cost from the early planning phases. After fast-tracking existing conditions and alternatives analysis, the design was developed quickly and consisted of 1,700 LF of 11-by-6-foot reinforced box culvert and several large special junction, inlet structures, and full utility and pavement replacement along congested residential streets.



Upper PEC-4 Drainage Design and Improvements | Denton, Texas

FNI designed drainage improvements to alleviate flooding along the Stream PEC-4 open channel by designing a closed pipe system. FNI managed all design aspects to confirm the City's success factors were achieved. Improvements included approximately 2,700 LF of reinforced concrete box, 2,300 LF of waterline relocation and lowering, and 1,700 LF of sanitary sewer line relocation and adjustment, along with pavement repair. FNI also developed an XP-SWMM 2D model of the 100-acre project area, which following construction, will be used to develop a Letter of Map Revision (LOMR) to revise the floodplain and open up land for development.



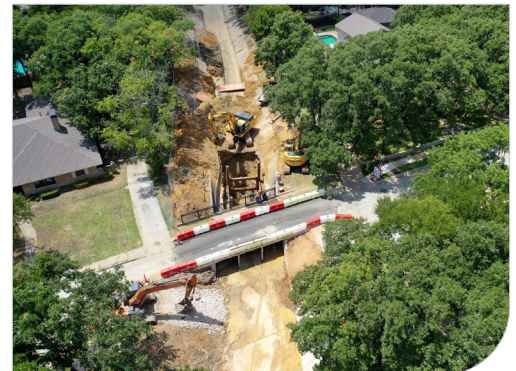
Lower Delaware Creek Improvements and Brockbank Channel Improvements Phase 2 | City of Irving

The Lower Delaware Creek and Brockbank Channel Phase 2 project was the third project from the Delaware Creek Watershed Drainage Master Plan to be implemented. These two projects come to a confluence near the downstream end of the full improvements contemplated for this watershed. The project improved the channel capacity to the 100-year design frequency using a variety of wall types and included several technical challenges. Brockbank Channel, within this project limit, is narrow with constraining easements and high banks over 15 feet above the proposed flowline. The hydraulics were reevaluated from the Master Plan using alternate methods in order to better represent the supercritical flow regime and minimize the footprint of the channel. It was decided to construct the shorter portions of the channel with modular blocks and the taller portions with concrete stem walls. A new 8-inch sewer was installed beneath a portion of the channel to replace a shallow sewer crossing of the existing channel and an access ramp was designed to allow access to the line. Lower Delaware Creek is a large channel approximately 60 feet in width. Due to limited easement on one side of the channel the original Master Plan was not viable without significant property disruption. FNI developed several alternative wall designs requiring different footprints, channel alignments, and property disruptions. To address requests from residents to minimize tree removal, FNI develop an innovative soil nail wall alternative for a portion of the channel that saved more than 60 trees. The soil nail walls on Lower Delaware Creek and stem walls on Brockbank Channel were designed to provide the same visual aesthetics as the modular blocks walls used throughout the remainder of the project limits. Several public meetings were held to discuss various iterations of the projects including structured round table discussions to allow all residents to voice their opinions on the designs.



Upper Delaware Creek Improvements | City of Irving

The Upper Delaware Creek project is the fourth project from the Delaware Creek Watershed Drainage Master Plan to be implemented and is the most significant in scope. This project consists of improving the full project limits to a 100-year capacity by deepening the channel using modular block walls. The channel is crossed by several roadway bridges and pedestrian bridges which were special designed to span the entire channel and to have similar visual appearance to others in the area and across the city. Some portions of the channel are within congested corridors and FNI assisted the City in negotiating for the removal of private features in order to implement the project. FNI designed a 36-inch to 42-inch wastewater interceptor located beneath the channel in accordance with the wastewater master plan that will replace aging parallel lines located in resident's backyards. The interceptor design included several trenchless sections to clear roads and parks including a 340 foot bore beneath SH-183. Seventeen water and wastewater crossings were also designed by FNI to clear the deepened channels. FNI met with the City's Parks staff to present several options for improvements to a pond and spillway and gather consensus on the approach. Several unique elements were addressed to add aesthetic appeal and add park features that are compatible with the drainage infrastructure. Several public meetings were held throughout the design period to inform the public and gather feedback on the project. FNI also met with several property owners individually to coordinate the improvements on their property.



F

Schedule

TASKS	2023												2024					2025			
	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Late Fall	Q1	Q2	Q3	Q4	
Project Management																					
Public Engagement																					
Phase 1 Drainage Master Plan & Grant Writing Services																					
Identification of top candidate project(s)																					
DMP data gathering																					
Field work on top candidate project(s)																					
Field work for overall DMP																					
Modeling for top candidate project(s)																					
Develop conceptual project and BCA																					
Grant writing services																					
Modeling for overall DMP																					
Identify and rank other conceptual alternatives																					
Final plan/report development																					
Phase 2 Project Design																					
Grant selection																					
Grant Award																					
Project design																					
Bid/Award																					

**NOTE: The schedule above assumes:

- 1) The City can quickly identify its top candidate for a grant application and already has some modeling work done that can be used to develop a mitigation alternative.
- 2) The project selected does not have complex permitting requirements, such as wetlands, environmental, floodplain or cultural resources.

G

Additional Background

Project Management Approach

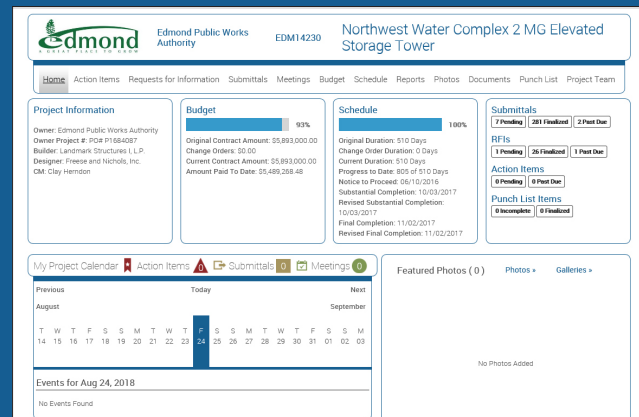
The goal of our team is to function as an extension of the City's organization to achieve the goals of the project. This means including the City on all critical decisions and, above all else, avoiding surprises through the course of completing the project. We achieve this through accessibility of our staff, responsiveness to City staff and by incorporating City comments into the project.

Interaction and Coordination

- Our team recommends monthly meetings with the City's Project Manager and key members of the project team to discuss progress and any action items that need to be resolved. They are an effective tool to keep everyone informed, to brainstorm alternatives and keep the project moving forward.
- Most of our key team-members are Arkansas/Oklahoma-based and are available to meet in person on short notice. This level of responsiveness is important to a collaborative and successful project.
- In addition to periodic meetings, email, online collaboration and phone calls, a monthly summary report will be submitted to the City. These reports employ a standard form on which we report tasks completed in the previous work cycle, upcoming tasks and anticipated work for the next month, project milestone delivery dates and an area to list any issues that need to be resolved/action items.
- FNI will utilize our subconsultant, Bates and Associates, Inc. for survey work associated with the mapping of the existing drainage system.

Task-Level Project Scheduling

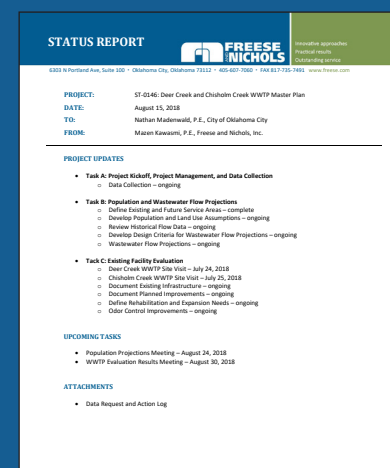
- The FNI/FTN team understands that in addition to high-quality work products, the City expects adherence to the project schedule. At the beginning of the project, we will provide a schedule to meet your needs and monitor it over time to track the actual progress of the work. FNI has a strong track record of meeting project schedules and is committed to delivering this project on time for Fayetteville.



FNiMANAGER

FNI utilizes FNiManager for managing our project communications, if needed or requested by our clients. This software system provides password-protected access to the project for all team members and stakeholders for project communications and deliverables.

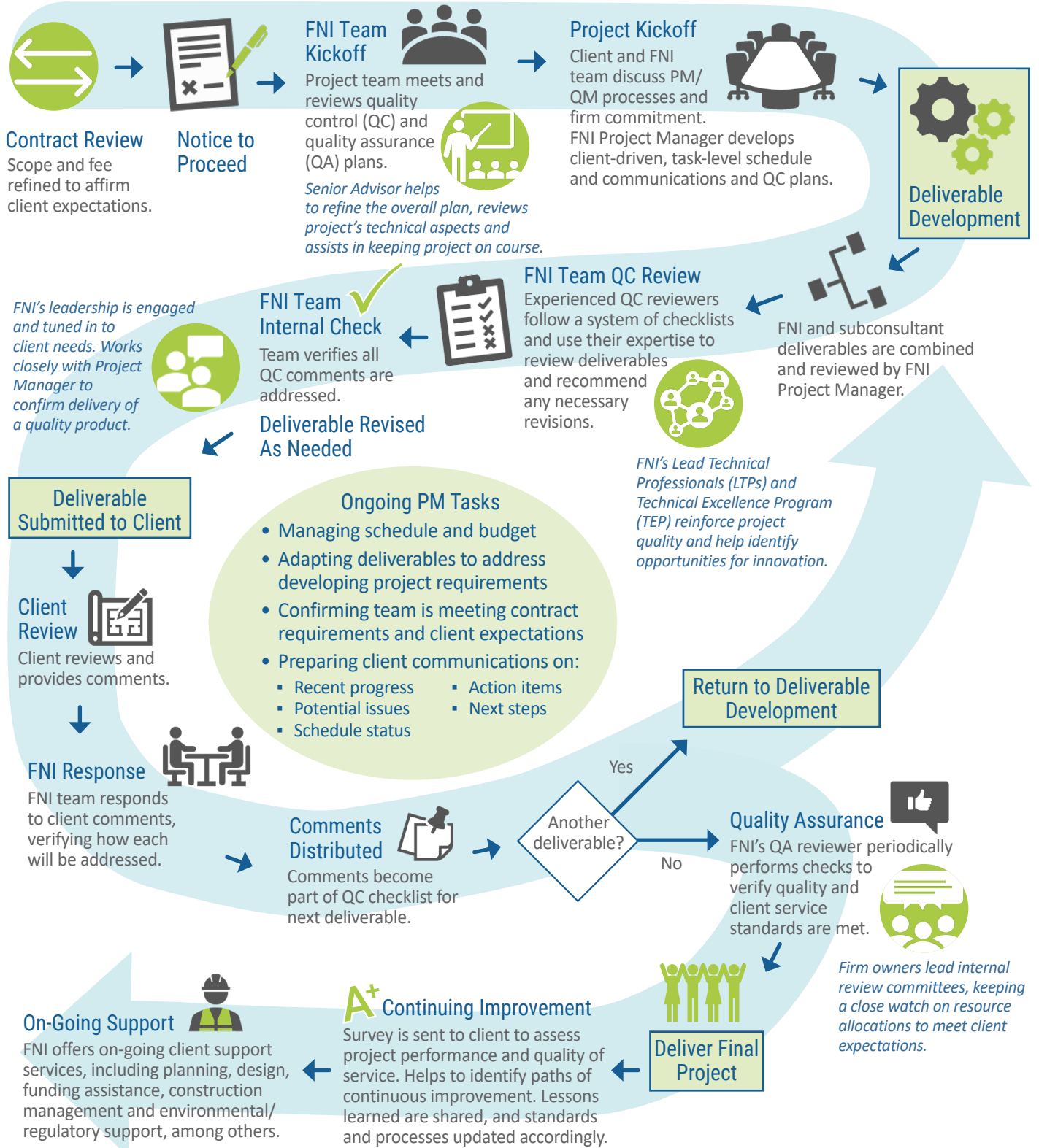
FNI has the capability to customize each system to project-specific needs and can alter the software application, as needed or desired, to fit the project and its different phases. This makes an excellent tracking tool and notification system available for everyone involved in the project, from the start of preliminary design through completion of construction. With these tools, there is no need for changing communication programs between different phases, and permissions can be limited to specific areas of the project if certain items do not need to be shared among all project members.



FNI will provide a One-Page Report to the City on a monthly basis, which will provide a succinct view of progress for each period, pending issues, schedule status, action-item resolution and progress anticipated next period.

Project and Quality Management Plan

The “D” in FNI’s LEADS values stands for “Deliver Quality.” This value is foundational to our company culture and informs our comprehensive approach to Project Management (PM) and Quality Management (QM). Multiple components work together to foster a culture of excellence and elevate our overall quality of service. This focus extends beyond a specific project and reinforces our efforts to build trusted-advisor relationships with our clients.



Appendix

Resumes

**Experience**

25 years

Education

BS, Civil Engineering, Texas A&M University

Registration

Professional Engineer, AR #20841

Professional Affiliations

American Society of Civil Engineers, Member

American Water Works Association, Member

Underground Construction Technology Association, Member

Alan Hutson, PE, ENV SP | Principal-in-Charge

Alan Hutson is an FNI Vice President/Principal and the firm's Central Plains Division Manager. Alan has designed and/or managed more than \$800 million in conveyance projects, including intake pump stations, stormwater pump stations, pipeline condition assessment, distribution piping systems and large transmission pipelines ranging from 24 to 108 inches. He is a leader in the development of the Envision program for sustainable infrastructure design practices. As Principal-in-Charge, Alan has the responsibility to execute contracts, verify competent staff are committed to the project and confirm the quality control plan is sufficient and being followed by the team.

Clean Watershed Needs Survey | Oklahoma Water Resources Board | Principal-in-Charge | FNI conducted a hybrid survey for wastewater collection and treatment infrastructure that will fulfill the needs of the 2025 Oklahoma Comprehensive Water Plan and the congressionally mandated Clean Watersheds Needs Survey as determined by the EPA.

Dam 3 Flood Control Improvements | City of Sugar Land, TX | Client Representative | FNI performed a H&H analysis to determine improvements needed to meet TCEQ-mandated flood control improvements. FNI updated existing hydraulic models to capture changes to Oyster Creek system and developed two alternatives to improve Dam 3. Through coordination with the City of Sugar Land and the Gulf Coast Water Authority, FNI designed the improvements necessary to safely pass the Probable Maximum Flood.

Chimneystone Drainage Improvements | City of Sugar Land, TX | Principal-in-Charge | FNI provided design implementation and cost estimation services for the construction of storm sewer improvements in the Austin Park subdivision. FNI also designing approximately 5,000 LF of new flood control channel along the eastern boundary of the subdivision from Austin Parkway to just south of Highway 6.

Houston FEMA Disaster Program | City of Houston, TX | Project Team | FNI provided modeling, alternatives evaluation, preliminary and budget-level design of the City's FEMA flood mitigation proposal. FNI coordinated a team of ten engineering firms to develop wastewater collection and treatment system mitigation alternatives and preliminary designs for facilities across the east side service area. Over a nine-month period, the team developed system master plans, collection and wastewater treatment plant improvement plans, five preliminary engineering reports and additional engineering design to support six independent cost estimates.

Flood Protection Improvements at Surface Water Treatment Plant and Lawson's Pump Station | City of Beaumont, TX | Principal-in-Charge | FNI provided design and construction phase services for flood protection improvements. The improvements will be broken into several projects to align with funding by FEMA or other sources. The projects include flood protection improvements at the SWTP electrical building, a chemical storage tank capacity expansion, chemical system improvements, enhanced flood protection at Lawson's Pump Station, a condition assessment of the Pine Street SWTP and Loeb Groundwater Facility, and project prioritization and technical support for FEMA funding assistance.



Greg Simmons, PE, CFM | Project Manager

Greg Simmons' engineering and infrastructure management experience includes leading municipal and military organizations that operated and maintained building and infrastructure systems (roads, water/sewer and drainage), managing design and construction projects, and developing strategic asset management plans. In the course of his career, Greg has worked as a project manager, program manager and the developer and leader of the overall strategic plans for various facility/infrastructure management organizations. Greg led the initiation and growth of the City of Fort Worth's Stormwater Management Program (SWMP) for 16 years, optimizing the \$50 million in annual stormwater utility fee revenue for the maintenance and repair of the City's drainage system, expansion and rehabilitation of the system via revenue bond-funded capital projects, operation/maintenance/expansion of the City's flood warning system, and review of private development projects for compliance with City drainage standards.

Experience

37 years

Education

MS, Financial Management,
Naval Postgraduate School

BS, Civil Engineering, Texas
A&M University

Registration

Professional Engineer, AR
#21485

Citywide Master Drainage Plan | City of El Reno, OK | Senior Advisor | FNI is providing a Citywide Master Drainage Plan which includes the H&H analysis of identified unstudied (FEMA Zone A) open channel streams within the city limits and ETJ.

East 116th Street North and Mingo Drainage Study | City of Owasso, OK | Senior Advisor | FNI is analyzing potential impacts of proposed excavation and the placement of fill along a portion of Ranch Creek and investigating detention alternatives to mitigate known flooding concerns for the ongoing roadway widening project of E. 116th Street North. Mitigation measures will be incorporated into the earthwork and hydraulic analysis for this project.

Engineering Design Criteria and Green Stormwater Infrastructure Updates | City of Norman, OK | Staff Team | FNI is updating the City's Engineering Design Criteria (EDC) and Standard Specifications and Construction Drawings for Streets, Storm Drainage, Water Lines and Sanitary Sewers (Standard Specifications). FNI is also adding Green Stormwater Infrastructure (GSI) Criteria with quality measures and development best management practices to meet City requirements while identifying any potential conflicts or revisions to other related code documents.

10-Year Stormwater Master Plan* | City of Fort Worth, TX | Executive Leader | In 2016, 10 years after the initiation of the City's SWMP, the program went through an exhaustive review to assess the current state, identify the top drainage challenges, and develop a fully informed, well-prioritized road map to guide the next 10 years of operations. The process took almost two years from initiation to City Council adoption and involved robust stakeholder engagement, intensive benchmarking with similar municipal SWMPs, review of resource allocation compared to priorities, and the articulation and prioritization of 13 key strategic initiatives. Greg served as the overall leader of the initiative resulting in a plan was clear, relevant, and consistent with the broader goals of the community as a whole.

Capital Improvement Program* | City of Fort Worth, TX | Executive Leader | Supported by the issuance of \$100 million in revenue bonds and \$40-\$50 million in pay-as-you-go funding, the SWMP's FY 21-25 CIP is the most aggressive investment in mitigating critical drainage hazards in the City's history. Using the prioritization tools, and a variety of ranking criteria, Greg oversaw the process of allocating capital resources amongst the various categories, consistent with priorities and project feasibility.

**Experience prior to joining FNI*



Jim Keith, PE+ CFM | Quality Control

James (Jim) Keith is an FNI Principal with more than two decades of technical and managerial experience in water resources planning and design projects, including flood risk management, dam and levee evaluation, and flood warning systems. Experienced in project management, business development, and recognized as a subject matter expert in his field, Jim has a proven track record of listening to his clients and successfully delivering efficient solutions on complex projects.

Experience

21 years

Education

BS, Hydrology and Water Resources, Tarleton State University

Registration*

Professional Engineer, OK #31799

Certified Floodplain Manager #0608-04N

Professional Affiliations

American Society of Civil Engineers

Environmental and Water Resources Institute - Dallas Chapter President

Texas Floodplain Management Association

Society of American Military Engineers

Farmers Branch Flood Risk Update | City of Farmers Branch | Senior Advisor

FNI performed a detailed H&H analysis for the Farmers Branch Creek, which was completed in July 2018 and resulted in a CIP plan that included both flood risk reduction and erosion control projects. Shortly after the study's completion, multiple channel dam failures were reported along Farmers Branch Creek. FNI performed an emergency risk assessment and provided short-term stabilization solutions to mitigate erosion-related risks. The City is pursuing long-term integrated solutions with the altered hydraulic conditions. As part of this effort, FNI performed a reevaluation of flood risks along this segment of Farmers Branch Creek.

Regional Flood Studies - Central Region | Texas General Land Office |

Senior Advisor | FNI lead a four-year, \$25-million flood planning effort to assist 20 Hurricane Harvey-impacted counties and municipalities in the Brazos River, San Jacinto River and Galveston Bay areas (referred to as the Central Region). FNI identified and funding options for flood risk reduction strategies and mitigation projects that may reduce disaster suffering and increase community resiliency.

Lower Clear Creek and Dickinson Bayou Watershed Study | City of League

City | Assistant Project Manager | FNI lead a comprehensive flood mitigation plan for the Lower Clear Creek and Dickinson Bayou Watersheds to mitigate widespread flooding. The study focused on improving each channel's main channel conveyance by channel improvement, large regional detention and/or bypass channels (potentially including large tunnels).

Standard Operations and Risk MAP Production | Federal Emergency

Management Agency | Senior Advisor | As a member of the Advancing Resiliency in Communities team, FNI provided production and technical services in support of FEMA's Risk Mapping, Assessment and Planning (MAP) Program. Services included generating and evaluating flood hazard and risk information and support for the development and implementation of mitigation, planning, flood mapping and modeling activities for Zone 1 for FEMA's Risk MAP Program.

Environmental Services | Coastal Protection and Restoration Authority, LA

| Senior Advisor | FNI provided H&H modeling to improve emergency response and post-disaster recovery through Dynamic Flood Inundation Mapping (DFIM) of compound flooding for the Coastal Protection and Restoration Authority (CPRA) of Louisiana. The updated model provides information on timing, duration and extent of flooding and includes provisions to address the uncertainties in flood inundation forecasting throughout the Lake Pontchartrain/Lake Maurepas watershed.

*Currently not registered in AR



Annie Vest | Grant Services

Annie Vest is a nationally known subject matter expert in the field of hazard mitigation and disaster risk reduction. Annie is the former State Hazard Mitigation Officer (SHMO) for Oklahoma. She has extensive, real-world experience in hazard mitigation, both pre- and post-disaster, and emergency management. During her time as SHMO, Annie was directly responsible for \$130 million in HMA funds, and the review and approval of Local Hazard Mitigation Plans. In 2016, she received the FEMA Region VI Regional Administrators Award for her work on streamlining Hazard Mitigation and Hazard Mitigation Planning throughout the region. She conducted the FEMA G318 Local Hazard Mitigation Planning workshop throughout Oklahoma on several occasions. Annie was a key contributing member of the first formal FEMA Region VI Regional Advisory Council subcommittee for Mitigation Planning where she assisted in the development of streamlined planning tools now being used throughout FEMA Region VI. Annie is the Vice President of the National Hazard Mitigation Association. She currently serves as a Subject Matter Expert for the Department of Homeland Security CISA, Resilient Investment Planning and Development Working Group.

Experience

12 years

Education

MA, Executive Development for the Public Sector, Ball State University

MA, Adult and Community Education, Ball State University

BS, Psychology/Disaster Management, Northwest Missouri State University

Professional Affiliations

Disaster Resilience Network –Board Member, 2018-Present

National Emergency Management Association

National Hazard Mitigation Association–Vice President, Board Member, 2019-Present

Oklahoma Emergency Management Association

Oklahoma Floodplain Management Association–Mitigation Vice Chair, 2019-Present

Resilient Infrastructure HMGP Application* | Tulsa County | Grant Project Manager

Annie developed a \$7.2 million HMGP Application, submitted for funding under FEMA DR-4575 and pending award. The scope of work includes raising Garnett Road from 91st St. to 101st including the portions of 101st St. that are below 1% (100-year) frequency storm water surface elevations. Application development included writing scope of work narratives, coordinating NEPA and NHPA clearance, coordinating Benefit Cost Analysis, and coordination with state Emergency Management and FEMA Region VI.

Wilshire Road Project Scoping BRIC Application* | Oklahoma County | Grant Project Manager

Annie developed a \$450,000 BRIC application for Project Scoping. Scope of work includes H&H Modeling and development of full plan sets, along with BCA and 404 permitting.

FEMA HMGP Application: City of Hondo Master Drainage Plan | HMGP Application

City of Hondo Water Storage Tank Project Scoping | HMGP Application

2022 City of Denton Community Rating System Support

Wake Forest Dam Rehabilitation Benefit Cost Analysis | FY21 L-Pre-Disaster Mitigation

Muskogee County Flood Mitigation Advance Assistance | HMGP Application*

Oklahoma County Wilshire Road Flood Mitigation Project Scoping | FY21 BRIC Application*

City of Tulsa Fulton Creek Urban Heat and Flood Resilience Project | FY21 BRIC Application*

Tulsa County 101st and Garnett Road Elevation | FY20 BRIC Application*

City of Norman Vineyards Detention Pond | HMGP Application*

**Experience prior to joining FNI*



Jonah Vasquez | Grant Services

Jonah Vasquez is a Hazard Mitigation/Disaster Planner in FNI's Oklahoma City office. He is experienced in coordinating with state, local, and federal entities for timely project delivery. With over a decade of project management experience, Jonah has helped manage several notable hazard mitigation planning projects for municipalities. These projects have included the Hazard Mitigation Plan Update for the City of Ponca City, in which the scope emphasized helping the jurisdiction gain additional points under the Community Rating System, and the Muscogee (Creek) Nation Hazard Mitigation Plan which took an innovative approach to identifying hazards and providing meaningful mitigation actions to help the tribal government that spans across 13 counties leverage funding for needed solutions. During these planning projects, Jonah helped facilitate stakeholder meetings, coordinated with internal and external partners for a comprehensive planning process, and ensured prompt planning project delivery to local jurisdictions that resulted in FEMA-approved and locally adopted Hazard Mitigation Plans.

Experience

13 years

Education

MA, Interprofessional Human and Health Services Administration, The University of Oklahoma

BS, Political Science, Oklahoma City University

Registration

ICS for Single Resources and Initial Action Incidents (ICS-200)

Incident Command Systems (ICS-100)

National Incident Management Systems (NIMS), An Introduction (ICS-700)

National Response Framework, An Introduction (ICS-800)

Professional Affiliations

National Hazard Mitigation Association

Oklahoma Emergency Management Association

Oklahoma Floodplain Management Association

Clean Watershed Needs Survey | Oklahoma Water Resources Board | Staff Team | FNI is conducting a hybrid survey for wastewater collection and treatment infrastructure that will fulfill the needs of the 2025 Oklahoma Comprehensive Water Plan and the congressionally mandated Clean Watersheds Needs Survey as determined by the EPA.

MAS 21-2 Discovery and MAS 21-5 Medicine Creek | Oklahoma Water Resources Board | Staff Team | FNI is providing professional engineering services for the Cooperating Technical Partner Program with FEMA to create and maintain up-to-date flood hazard data for the areas served by the Oklahoma Water Resources Board.

Flood Plan | Oklahoma Water Resources Board | Staff Team | FNI is developing a Comprehensive State Flood Plan that will provide a platform that is updatable, lead to a more resilient Oklahoma, identify gaps and integrate with Comprehensive Water Plan where feasible

Hazard Mitigation Plan | City of Stigler OK | Staff Team | FNI is updating the City's Hazard Mitigation Plan to meet the FEMA Local Mitigation Planning Policy Guide requirements to become eligible for FEMA Hazard Mitigation Assistance funds.

Hazard Mitigation Grant Program Application and Grant Project Management* | City of Norman, OK | Grants Project Manager

CIRB/Federally Funded- Grade, Drain, Surface, and Bridge* | Washington County, OK | Project Planner

**Experience prior to joining FNI*



Dane Schneider, PE⁺, ENV SP | Grant Services (BCA)

Dane Schneider is a Project Manager in FNI's Southeast Texas Stormwater Management Group. He has more than 30 years of industry experience in engineering, architecture and planning. His engineering career includes 17 years of managing the planning, design and construction of public works and land development projects. Dane served the City of Houston for 10 years as Program Manager and Stormwater Engineering Lead responsible for the delivery of the City's adopted CIP. Dane has extensive experience working with local, state and federal agencies, including HCFCD, TxDOT, USACE, FEMA and METRO.

Experience

30 years

Education

BS, Civil Engineering,
University of Houston

BE, Environmental Design
in Architecture, Texas A&M
University

Registration⁺

Professional Engineer, TX
#97426

Envision Sustainability
Professional #30398

Professional Affiliations

Institute for Sustainable
Infrastructure

Texas Floodplain
Management Association

Bayou Preservation
Association, Member

TWDB FIF Application Support | Chambers County, TX | Project Manager

| FNI successfully submitted a \$6.2 million application for financial assistance to the TWDB's FIF program. The funding is for a Category 1 flood protection planning study of multiple HUC-10 watersheds across Chambers and Liberty Counties totaling approximately 975 square miles of study area.

TWDB FIF Flood Protection Planning Study | Chambers County, TX | Project Manager

| FNI is conducting a planning study of the watersheds within the study area to identify existing flood hazards and perform flood mitigation planning that leads to the conceptual development of projects that reduce flood risk. The project represents a collaborative regional effort initiated by the County with participating political subdivisions, and has included communications with the City of Mont Belvieu, Trinity Bay Conservation District (TBCD), the City of Liberty, the City of Dayton, and Liberty County Water Control and Improvement District No. 5.

TWDB FIF Application Support | Sabine River Authority of Texas | Project Manager

| FNI providing services for the development of technical documentation in support of TWDB FIF Applications.

CDBG-DR Applications* | Various | Harris County Team Lead

| Dane served as the team lead for data collection, drainage/GIS analysis and cost estimating to complete CDBG-DR applications for various post-Hurricane Harvey drainage improvement projects (totaling \$200+ million) with priorities identified by Harris County. The projects included 18 different LMI communities – Beaumont Place, Castlewood, Cypress Creek Crossing and Estates, Dreamland Place, Fairgreen, High Meadows, Greensbrook, Kings Colony, Kingslake Forest, Parkway Mobile Home Park, Timberlake Estates, Western Homes, Clay Road Community Center, Holderrieth Road, Mercer Road, Evergreen Villas and St. Charles Place/Barrett Settlement.

FEMA Hazard Mitigation Grant Program (HMGP) Applications* | Harris County | Team Lead

| Served as the team lead for data collection, drainage analysis, cost estimating, and Benefit-Cost Analysis Tool to complete HMGP applications for various post-Hurricane Harvey drainage improvement projects with priority identified by Harris County. Projects included 30 different communities and eight different watersheds, including Buffalo Bayou, Cedar Bayou, Cypress Creek, Halls Bayou, San Jacinto River, Langham Creek, Greens Bayou, and Mayde Creek.

⁺Currently not registered in AR

*Experience prior to joining FNI



Heather Rogers, PE⁺ | Master Drainage Plan

Heather Rogers is a water resources engineer experienced in performing stormwater modeling and analysis for a wide variety of projects. Her background includes H&H model development for detailed and base-level engineering FEMA floodplain studies and floodplain permitting, hydraulic design of federal and municipal dams, and drainage analysis for land development projects and wetlands. She has served as lead H&H engineer for multiple dam and floodplain study projects, in which she was responsible for delegating and scheduling tasks, developing technical processing and tools. Heather currently performs H&H analyses for flood impact assessments and dam design.

Experience

10 years

Education

BS, Biological (Systems) Engineering, North Carolina Agricultural and Technical State University

Registration⁺

Professional Engineer, OK #31694

Professional Affiliations

Society of Women Engineers (SWE), Member

Association of State Dam Safety Officials, Member

Little Sandy Trail Creek Site 14 | Georgia State Financing and Investment Commission | H/H Engineer | FNI developed an alternatives analysis for the rehabilitation of Little Sandy Trail Creeks Dam Site 14 to meet Georgia Safe Dams Program criteria. Heather evaluated conditions of an NRCS-owned earthen dam against NRCS and GSWCC hydraulic criteria. She developed hydrologic/hydraulic models in SITES and HEC-HMS software with model data developed in ArcGIS software for existing conditions and proposed alternative configurations. Heather also developed deliverable report detailing H&H analysis methods and design alternatives.

WY-0029, Restoring Storage Capacity in Overholser Reservoir | City of Oklahoma City, OK | H/H Engineer | FNI performed an evaluation of potential strategies to restore lost capacity in Overholser Reservoir from sedimentation. The project included a water resource evaluation to determine the increase in water supply yield from recovered storage, cost and water supply alternatives. The overall benefit of Overholser Reservoir (water supply and recreation) was compared to cost of the alternatives to restore capacity. Heather evaluated potential flood impacts of reservoir pool modifications using HEC-RAS 2D modeling method with rain-on-mesh application. She processed LiDAR, bathymetric survey of reservoir and HEC-RAS 1D cross-section profiles of adjacent river channel to develop digital elevation model (DEM) for 25 square mile project study area. Heather incorporated HEC-RAS 1D model of study area developed previously for flood forecasting by the USACE to develop stream inflow hydrographs from upstream dams. She utilized ArcGIS, HEC-GeoHMS, HEC-HMS, HEC-SSP and local stream gage data for model inputs and calibration, and she developed GIS-based automation tools for sizing and hydro-enforcing subsurface conduits into the terrain model.

Statewide 2D BLE Flood Modeling* | Kansas Department of Agriculture – Division of Water Resources | Project Engineer | For the Big Creek, Upper Marais Des Cygnes River, Upper and Lower Solomon River, Lower Smoky River, Upper Saline River Watersheds, Heather developed calibrated HEC-RAS 2D models with rain-on-mesh application for statewide BLE studies. The models ranged in size from 100 to 300 square miles and totaled more than 2,000 square miles. She created model components using ArcGIS software with HEC-GeoRAS and GIS process automation tools for maximum efficiency; utilized HEC-SSP software, stream gage data and local regression equations for calibration; and developed refined floodplain boundaries from model outputs using ArcGIS and FEMA tools for digital map deliverables.

⁺Currently not registered in AR

*Experience prior to joining FNI



Experience

8 years

Education

BS, Civil Engineering,
Oklahoma State University

Registration*

Professional Engineer, OK
#32975

Certified Floodplain
Manager, Certified
Floodplain Manager, #4050
-21N

Professional Affiliations

Texas Floodplain
Management Association,
Member

Austin Dugger, PE⁺, CFM | Master Drainage Plan

Austin Dugger is a Stormwater Engineer with experience working on a variety of stormwater design projects. His experience includes bridge hydraulic and scour analysis, design of culvert extensions and replacements, preparation of stormwater masterplans, storm sewer analysis and design, detention pond design, stream stabilization and restoration, and preparation of O&M manuals for green stormwater infrastructure. He has experience preparing studies using a wide variety of software platforms, including HEC-HMS, HEC-RAS, EPA-SWMM, PC-SWMM and TUFLOW 2D rain-on-mesh analysis. He also has experience preparing plans, specifications and estimates for his designs.

Citywide Master Drainage Plan | City of El Reno, OK | Project Manager | FNI
is providing a Citywide Master Drainage Plan which includes the H&H analysis of identified unstudied (FEMA Zone A) open channel streams within the city limits and ETJ.

Engineering Design Criteria and Green Stormwater Infrastructure Updates | City of Norman, OK | Staff Team | FNI updated the City's Engineering Design Criteria (EDC) and Standard Specifications and Construction Drawings for Streets, Storm Drainage, Water Lines and Sanitary Sewers (Standard Specifications). FNI also added Green Stormwater Infrastructure (GSI) Criteria with quality measures and appropriate development best management practices to meet City requirements while identifying any potential conflicts or other necessary revisions to related code.

TO#2 4th and Kenosha Drainage Design | City of Tulsa, OK | Staff Team
| FNI performed detailed H&H analysis of existing drainage due to significant flooding in front of the Dennis R. Neill Equality Center. The proposed condition analysis provided three alternatives for increasing capacities and conveyance of the stormwater.

Flood Plan | Oklahoma Water Resources Board | Staff Team | FNI developed a Comprehensive State Flood Plan that will provide a platform that is updatable, identify gaps and integrate with Comprehensive Water Plan where feasible, and lead to a more resilient Oklahoma.

Vensel and Cooley Creek Master Drainage Plans | City of Tulsa, OK | Staff Team | FNI prepared a master drainage plan for the Cooley Creek and Vensel Creek basins within the City of Tulsa. Tasks included a collection of field surveys, H&H data development for existing and fully urbanized conditions, floodplain mapping, flood hazard analysis, stream erosion analysis, flood alternatives analysis, cost estimates, and preparation and submission of a Master Drainage Plan.

West 14th Place to Arkansas River Southwest | City of Tulsa, OK | Staff Team
| FNI performed a detailed H&H analysis of the existing drainage near West 14th Place and South Elwood Avenue to better understand how the system performs. The analysis addressed drainage concerns, considered increased storm sewer pipes/inlets, the potential of diverting flows to a new outfall location and provide up to three alternatives for increasing capacities and conveyance of stormwater at the intersection. FNI provide design and construction plans in the next phase once the preferred approach has been selected.

Louisiana Watershed Initiative Modeling Contract - Region 2, Series I | Louisiana Department of Transportation and Development, LA | Staff Team

*Currently not registered in AR



Jeremy Dixon, PE⁺, CFM | Master Drainage Plan

Jeremy Dixon is a Project Engineer and Certified Floodplain Manager in FNI's North Texas Stormwater Management Group. He routinely performs H&H analysis and generates written reports for various stormwater projects. His experience also includes drainage studies, floodplain management and review of drainage studies for compliance with current design criteria. He is proficient in HEC-RAS, HEC-HMS, InfoWorks ICM, development of ArcGIS scripts and GIS applications for water resources.

Experience

11 years

Education

MS, Civil Engineering, Texas Tech University

BS, Civil Engineering, Texas Tech University

Registration⁺

Professional Engineer, TX
#121614

Certified Floodplain
Manager, #2416-13N

Professional Affiliations

Texas Floodplain
Management Association,
Member

Texas Floodplain
Management Association,
Member

Louisiana Watershed Initiative Modeling Contract | Louisiana Department of Transportation and Development, LA | Task Leader | FNI developed large-scale H&H models to create a statewide watershed-based floodplain management program. The five-year, \$18 million contract involved the development of calibrated 1D/2D HEC-RAS models for use in consequence and risk assessment. Region 2 is made up of nine HUC-8 watersheds covering approximately 9,500 square miles in the north central part of the state.

Louisiana Watershed Initiative Modeling Contract - Region 2, Series I | Louisiana Department of Transportation and Development, LA | Task Leader

Louisiana Watershed Initiative Region Two Modeling - Series Two | Louisiana Department of Transportation and Development, LA | Task Leader | FNI provided Louisiana Watershed Initiative (LWI) Series II Hydrologic and Hydraulic Modeling for Region Two HUC8s.

FY21 Watershed Master Plan | City of Fayetteville, NC | Project Engineer | FNI provided professional services for the City's watershed studies. Tasks included program support, watershed management, survey management, project prioritization, CRS evaluation, and road closure options. Jeremy provided significant contributions to the CMSM in both the Primary Systems and Secondary Systems sections, as well as GIS Database sections. Jeremy conducted the Secondary System pilot study within Little Cross Creek, and performed quality reviews on consultant submittals for Secondary Systems

Central Arlington Heights Watershed Study Phase 4 | City of Fort Worth, Transportation & Public Works, TX | Project Engineer | FNI investigated incremental drainage improvements for reducing flood risk in the Historic Central Arlington Heights neighborhood. FNI will perform 2D modeling using Infoworks ICM, perform a study for neighborhood implementation of rain gardens, conduct public meetings, and develop a phased capital improvement program.

Farmers Branch Watershed Study | City of Farmers Branch, TX | Project Team | FNI conducted a watershed study for an urbanized area that includes homes with lots that extend to centerline of the creek. FNI developed existing conditions H&H models for proposal capital improvements, including erosion control projects for 23 areas.

⁺Currently not registered in AR



Experience

20 years

Education

BS, Civil Engineering,
University of Arkansas

BA, Mathematics & Physics,
University of the Ozarks

Registration

Professional Engineer, AR
#12942

Certified Floodplain
Manager, Arkansas, AR-06-
00128

Lee Beshoner, PE, CFM | Master Drainage Plan

Lee Beshoner has multiple years of experience in H&H analyses of complex open channel and urban stormwater environments, including engineering and modeling support for master drainage plans and improvements to drainage infrastructure, development of GIS related software, and preparation QA/QC procedures and documentation.

Lee's project and technical experience includes extensive work with multiple methods of hydrologic analyses; 1Dimensional (1D) and 2Dimensional (2D) hydraulic modeling; scenario-based stream evaluations to analyze the impacts of human development on floodplains; development and interaction with geospatial data; experience with complex spatial relationship queries and analyses using multiple GIS based software platforms; leading Independent Technical Reviews; and presenting, instructing, and/or leading various webinars, conferences, or meetings regarding floodplain related topics.

Linda Jo and Skyler Place Urban Drainage Analysis | City of Fayetteville, AR | Project Manager

| FTN assisted the City of Fayetteville in development of a 1D-2D H&H analysis, incorporating detailed terrain and subsurface storm sewer data using PC-SWMM to identify areas of concern and determine the current drainage system's conveyance capabilities. The result of the drainage analysis project led to the development of conceptual level drainage scenarios for reduction of flooding issues in the area.

Hamestring Creek Watershed Drainage Analysis | City of Fayetteville, AR | Project Manager

| FTN assisted the City of Fayetteville in development of updated 2D H&H analyses for the Upper Hamestring Creek watershed using HEC-RAS Rain-On-Grid methodology. This project incorporated detailed terrain, survey, and subsurface storm sewer data to determine the current drainage system's conveyance capabilities and analyze proposed drainage improvements throughout the watershed to reduce flooding issues in the area, if possible.

Crossover Mini Storage Drainage Improvements | Crossover Mini Storage | Project Manager

| FTN is assisting Crossover Mini Storage in obtaining a FEMA Letter of Map Revision (LOMR) by performing an updated H&H analysis for Flynn Creek. As part of this updated analysis, FTN evaluated local stormwater drainage along and through the property to size channel geometry improvements to reduce flooding and overtopping during rainfall events of frequent recurrence at the mini storage property.

State of Arkansas Cooperating Technical Partners (AR CTP) | Arkansas Natural Resources Division (ANRD) | Flood Risk Project Manager

| FTN, as technical contractor for the AR CTP, has completed or is in the process of completing updated H&H analyses (1D and 2D) in 26 HUC-8 watersheds and 3 counties, which equates to a total mapped area of 38,800 mi². As part of this project, FTN also gathers and processes topographic and survey data, performs large- and small-scale H&H analyses (1D and 2D), produces updated flood risk mapping, develops and works with spatial databases, completes Flood Risk Assessments on HUC8 or stream-based levels, and performs Independent Technical Reviews.



Experience

18 years

Education

BS, Civil Engineering,
University of Arkansas

Registration

Professional Engineer, AR
#14253

Certified Floodplain
Manager, Arkansas, AR-07-
00149

Kale Farmer, PE, CFM | Master Drainage Plan

Kale Farmer has years of experience in H&H engineering. His experience includes water resources modeling, site design (grading, water, sanitary sewer, and storm sewer design), utility construction, and project coordination, review and permitting at the community, state, and federal levels. He is experienced working with FEMA on floodplain mapping, the Map Modernization Program, Risk MAP, Flood Insurance Studies (FIS), and regulatory issues and requirements. Kale's experience extends to field reconnaissance, data collection, and GIS analysis for H&H studies, master drainage planning, flood plain mapping, and DFIRM database productions.

City of Fayetteville Drainage Improvements and Floodplain Mapping | City of Fayetteville, AR | Project Engineer

FTN assisted the City of Fayetteville in evaluating an existing flood-prone area in the Middle Fork Hamestring Creek Watershed by developing a two-dimensional H&H model to determine the current drainage system's conveyance capabilities and to develop conceptual level drainage scenarios for reducing the flooding issues. FTN evaluated if existing bridge/culvert structures needed to be replaced and assisted the City with regulatory floodplain issues.

City of Fayetteville Drainage Criteria Manual | City of Fayetteville, AR | Project Engineer

FTN assisted in revising the drainage manual for the City of Fayetteville, including floodplain requirements, changes in City code, addressing water quality, and providing design and construction guidance for 12 different Green Stormwater Practices for Low Impact Development (LID).

City of Bentonville Master Drainage Analysis | City of Bentonville, AR |

Project Manager | FTN assisted the City of Bentonville by performing an in-depth analysis of drainage issues in a portion of the downtown area. FTN reviewed the City Drainage Manual to identify areas needing improvement and evaluated the current stormwater system. FTN developed 2D overland flow models linked to a 1D subsurface storm sewer model to evaluate existing drainage conditions throughout older portions of the City and used PCSWMM to analyze both surface and subsurface flow with rain-on-grid runoff computation in support of identification and prioritization of drainage issues in downtown Bentonville. FTN is also assisting the City with grant applications by developing conceptual plans and cost estimates, as well as performing Benefit-Cost Analyses (BCA) using the FEMA BCA Toolkit.

City of Rogers Master Drainage Plan | City of Rogers, AR | Project Engineer

| FTN assisted the City of Rogers in development of H&H Studies to update FEMA Flood Insurance Rate Maps. This project included development of GIS databases and mapping for 15 streams (over 29 stream miles) within the City.



Experience

7 years

Education

BS, Geoscience, Texas
Christian University

Robert Wood | GIS

Robert Wood is a GIS Analyst in FNI's Stormwater Engineering Group. His experience includes collecting, creating and managing spatial data, workspaces and geodatabases, as well as editing features and georeferencing to assist in mapping various factors associated with modeling existing and future systems. Robert is also experienced with LiDAR terrain building and incorporating new data into existing models. His software background includes ArcCatalog, ArcMap and LP360.

Flood Risk Assessment | Oklahoma Water Resources Board | GIS Analyst |

FNI completed multiple projects to promote and develop flood control throughout the State. Services included analyses and development of flood hazard data, H&H modeling, floodplain mapping, flood risk products and flood risk outreach activities to identify areas at risk for flooding and aid in prioritizing future mitigation efforts.

MAS 21-2 Discovery and MAS 21-5 Medicine Creek | Oklahoma Water Resources Board | GIS Analyst | FNI provided professional engineering services for the Cooperating Technical Partner Program with FEMA to create and maintain up-to-date flood hazard data for the areas served by the Oklahoma Water Resources Board.

Flood Plan | Oklahoma Water Resources Board | GIS Analyst | FNI developed a Comprehensive State Flood Plan that will provide a platform that is updatable, lead to a more resilient Oklahoma, identify gaps and integrate with Comprehensive Water Plan where feasible.

2023 Region 5 Neches Regional Floodplain Group | Neches Regional Flood Planning Group, TX | GIS Analyst | FNI supported the Region 5 Neches Flood Planning Group with the development of the 2023 Regional Flood Plan. The project includes the gathering and analysis of data, identification of existing and future flood risks, evaluation of floodplain management practices, and the recommendation of evaluations, strategies, and projects intended to reduce flood risk.

Community Development Block Grant-Mitigation Engineering Services | Lower Neches Valley Authority, TX | GIS Analyst | FNI provided engineering assistance to develop options for Community Development Block Grant Mitigation grant application.

Canadian - Upper Red Regional Flood Plan | Texas Water Development Board | GIS Analyst | FNI was responsible for developing the Regional Flood Plan for the Canadian - Upper Red Region (Region 1). The Texas State Flood Plan will be the first state-wide flood planning effort supported by the State and comprised of individual plans developed at the regional level. The Canadian - Upper Red Region encompasses 44 counties and more than 34,000 square miles in a diverse watershed of playas, urban systems, dry washes and rivers.

Drainage Master Plan Phase 1 | City of Waxahachie, TX | GIS Analyst | FNI developed a city-wide drainage master plan for the City to be implemented in phases. Phase 1 included inventory of the existing drainage system, delineation of watersheds based on new LiDAR topography, and identification of flood hazards and conceptual flood and erosion risk reduction projects using a HEC-RAS 2D Rain-on-Mesh analysis. Based on the results of the analysis, the City identified areas which required further detailed analysis in Phase 2 to develop a Stormwater Capital Improvement Program.



Christian Capehart | GIS

Christian Capehart is a GIS Analyst experienced in GIS, remote sensing, geodesy, database management and data visualization. Christian is familiar with a variety of digital mapping products using various software platforms and will capture, analyze, create and manipulate databases to extract and compile the most up-to-date deliverables.

Experience

2 years

Education

BS, Geographic Information Science, University of Oklahoma

Chisholm Creek Force Main Replacement (LS-3A) | City of Edmond, OK | Staff Team

FNI provided a preliminary study for 22,000 LF of the Chisholm Creek Force Main Replacement. The study included, hydraulic analysis, pipe size selection, power cost savings evaluation, environmental investigation, preliminary route analysis and selection, and construction cost estimates. The project also included 1,000 LF of the 22,000 LF to perform preliminary design, final design, bid, award and construction representation.

CI-2342A US-259 | Oklahoma Department of Transportation | GIS Analyst |

FNI provided design services for grading, drainage, bridge and surfacing of US 259 from 6.25 miles north of the SH 3 junction, extending north 6.0 miles in McCurtain County. This project was separated into two Phases. Phase 1A included temporary traffic signals at three intersections; Phase 1B involved preliminary engineering of the US 259 corridor to determine the recommended roadway configuration. Phase 2 progressed based on the determination of the desired roadway section and included the full design with PS&E including roadway, traffic, bridge and environmental studies.

Flood Plan | Oklahoma Water Resources Board | Staff Team | FNI developed a Comprehensive State Flood Plan that will provide a platform that is updatable, identify gaps and integrate with Comprehensive Water Plan where feasible, and lead to a more resilient Oklahoma.

Louisiana Watershed Initiative Modeling Contract - Region 2, Series I | Louisiana Department of Transportation and Development, LA | Staff Team

Louisiana Watershed Initiative Region Two Modeling - Series Two | Louisiana Department of Transportation and Development, LA | Staff Team | FNI provided Louisiana Watershed Initiative (LWI) Series II Hydrologic and Hydraulic Modeling for Region Two HUC8's.

Canadian - Upper Red Regional Flood Plan | Texas Water Development Board | GIS Analyst | FNI was responsible for developing the Regional Flood Plan for the Canadian - Upper Red Region (Region 1). The Texas State Flood Plan was the first state-wide flood planning effort supported by the State and comprised of individual plans developed at the regional level. The Canadian - Upper Red Region encompasses 44 counties and more than 34,000 square miles in a diverse watershed of playas, urban systems, dry washes and rivers.



Experience

9 years

Education

BS, Environmental Science,
University of Central
Arkansas

MS, Biology, University of
Central Arkansas

Sam Pike Wray | GIS

Sam Pike Wray serves as FTN's Geospatial Analytics (GSA) Administrator, where she functions as FTN's technical resource, advisor, and consultant in all areas of information management, including GIS. At FTN, Sam has been essential in the development of semi- and fully automated data processing tools, the deployment of web mapping applications, and the implementation of interactive web-based dashboard applications.

Prior to joining FTN, Sam organized and led data standardization endeavors, streamlined data collection and workflow processes, and created and updated enterprise-level data management systems for multiple organizations, including those in government and the nonprofit sector. Sam has been successful in laterally transferring her skills and abilities across many diverse fields, including utility infrastructure, environmental regulation, biological and ecological sciences, tourism and recreation, education, and public health.

Sam's past projects include developing information management systems for infrastructure and utility data across Arkansas for parks, schools, colleges, utility companies, airports, and nonprofit organizations; categorizing and analyzing the physical condition of infrastructure to make recommendations regarding capital improvement funding expenditures for government agencies; providing justification for grant applications, real estate purchases, and business development strategies; and overseeing the migration of data from flat files to geospatially enabled databases, including those in cloud-based systems.

State of Arkansas Cooperating Technical Partners (AR CTP) | Arkansas Natural Resources Division (ANRD) | Geospatial Administrator | FTN, as technical contractor for the AR CTP, has completed or is in the process of completing updated H&H analyses (1D and 2D) in 26 HUC-8 watersheds and 3 counties, which equates to a total mapped area of 38,800 mi². As part of this project, FTN also gathers and processes topographic and survey data, performs large- and small-scale H&H analyses (1D and 2D), produces updated flood risk mapping, develops and works with spatial databases, completes Flood Risk Assessments on HUC8 or stream-based levels, and performs Independent Technical Reviews.

State of Arkansas Cooperating Technical Partners (AR CTP) Van Buren County Flood Insurance Study | Van Buren County, AR | Geospatial Administrator | Ms. Wray developed a web mapping application for public review of changes to flood hazard area mapping within the County. The application was presented at a public meeting, was configured to be mobile-responsive, and could be accessed via QR code. The application was designed for use by the public ad libitum as they prepared comments, and County officials as they monitored the progress of this contract.

Nonpoint Source Pollution Management Web Dashboard | Arkansas Department of Agriculture | Geospatial Administrator | Ms. Wray developed a web-based dashboard application to visualize and track changes in water quality after implementation of a Department of Agriculture program targeting nonpoint source pollution in Arkansas watersheds. The application is a tool to interactively compare baseline water quality data with data collected after the program began. The dashboard was designed as a management tool for Department of Agriculture staff to assess program effectiveness, and as a tool for public consumption.



Dawn Warrick, AICP | Public Engagement

Dawn Warrick is an Associate and Urban Planner in FNI's Urban Planning + Design Group with more than 27 years of municipal planning experience, including seven years as the City of Tulsa's Planning Director. She has served in senior planning roles for Louisville Metro Government in Kentucky and the City of Fayetteville, Arkansas, giving her an understanding of large urban cities, as well as smaller communities. Dawn has conducted and managed development review processes and supported elected and appointed officials as a subject matter expert. She is experienced in developing and implementing action-oriented, long-range plans using strategies that include updated land-use regulations, coordination of services and integration of planning priorities into capital improvement programs.

Experience

27 years

Education

MA, Geography, University of Arkansas

BLA, Landscape Architecture, University of Arkansas

Registration

American Institute of Certified Planners #017667

Professional Affiliations

American Planning Association, Member

Tulsa Bicycle Pedestrian Advisory Committee, Member

OU Tulsa Urban Design Studio Advisory Board, Advisory Board

YMCA of Greater Tulsa, Member, Board of Directors

Growth Management Policy | City of Choctaw, OK | Project Manager | FNI facilitated and supported the development of the City's growth management policy as recommended by the adopted Comprehensive Plan. The effort focused on balancing the municipality's fiscal responsibilities with the community's desired character. Dawn researched and developed presentation materials, facilitated two leadership workshops and provided recommendations for code, comprehensive plan, and process amendments to achieve the City's desired outcomes.

Development Code Update | City of Las Cruces, NM | Assistant Project Manager | FNI updated the City's development code, including subdivision, zoning, design, and sign regulations, and updated the City's zoning map and development manual. Dawn reviewed policy documents, supported stakeholder engagement efforts, drafted code sections and collaborated on the zoning map and other elements of the project.

Engineering Design Criteria and Green Stormwater Infrastructure Updates | City of Norman, OK | Assistant Project Manager | FNI updated the City's Engineering Design Criteria (EDC) and Standard Specifications and Construction Drawings for Streets, Storm Drainage, Water Lines and Sanitary Sewers (Standard Specifications). FNI is also adding Green Stormwater Infrastructure (GSI) Criteria with quality measures and appropriate development best management practices to meet City requirements while identifying any potential conflicts related code documents. She coordinated a diagnostic report and the updated EDC document and facilitated feedback from staff reviewers, stakeholder committees, and community members.

Siloam Springs Comprehensive Plan | City of Siloam Springs, AR | Project Manager | FNI assisted with updating the City's 2030 Comprehensive Plan, Forward Siloam Springs. This plan guides future development so the City of Siloam Springs continues to grow as a vibrant, healthy, prosperous and resilient community. The approach is inclusive and focused on community involvement in order to create a comprehensive document that not only meets the needs of the Community Development Department, but also serves as a visionary, city-wide report that is embraced by the citizens. Dawn made sure this project was successful by serving as the client's key point of contact. She also drafted plan content, led public engagement efforts, developed, and presented material to the advisory committee and elected and appointed officials. She also managed the project website and all project communications.



Jonathan Faughtenberry, PE+ | Design

Jonathan Faughtenberry has extensive experience in pipeline design, layout, scheduling, project coordination and management. Jonathan understands all aspects of engineering, design, operations and maintenance for pipeline and facilities projects. Jonathan has worked with municipal and private clients on water, natural gas, saltwater and freshwater gathering pipelines. His responsibilities have included various hydraulic calculations, such as pump curve and system curve analysis, hydraulic modeling, throttle calculations, site layout, grading plans, pipe sizing and design, cost analysis and alternatives, estimating and permitting.

Experience

18 years

Education

BS, Civil Engineering, The University of Texas at Arlington

Master of Engineering, Civil Engineering, The University of Texas at Arlington

Registration

Professional Engineer, OK #28605

Professional Engineer, Arkansas - *pending*

5th Avenue CLOMR/LOMR | City of Owasso, OK | Design Engineer | FNI

provided analysis of the potential impacts of proposed excavation and the placement of fill in a FEMA regulated Floodplain and Floodway. The analysis looked at alternatives for compensatory storage and grading options that will cause no rise in the Floodway and no adverse impacts within the 100-year floodplain. The alternatives will be options that prepare the City for the following FEMA steps which will include a CLOMR and a LOMR.

Comanche Water/Wastewater Relocates | City of Comanche, OK | Project Manager | FNI

provided services for the relocation of approximately 5,000 LF of 8-inch sanitary sewer and 3,350 LF of existing 4-inch water line to be relocated and upsized to 6-inch PVC waterline due to the widening of SH 53 by the Oklahoma Department of Transportation (ODOT) in the City of Comanche, OK. Services included detailed design, bidding services, and general construction representation.

North Canadian Wastewater Treatment Plant Improvements | City of Oklahoma City, OK | Design Engineer | FNI

provided design services for multiple upgrades and improvements to the North Canadian Wastewater Treatment Plant. Services included preliminary engineering reports for multiple WWTP processes, structural condition assessment/investigation, electrical system evaluation, and upgrade and maintenance of plant operation during construction.

Sanford-Triangle Innovation Point Water and Sewer Improvements (Project Blue) | City of Sanford, NC | Design Engineer | FNI

provided preliminary and final design services and bidding and construction assistance for additional water and sewer capacity needed to adequately serve an anticipated incoming industry at Triangle Innovation Point (formerly known as the Moncure Megasite).

Finished Water Storage Facilities Assessment, Maintenance and Improvements | City of Tulsa, OK | Project Manager | FNI

provided professional engineering services for the evaluation, design and construction of improvements to three finished water storage facilities. FNI assisted the City with the evaluation of the current condition of finished water storage tanks within the water distribution system and preparing a Preliminary Engineering Report (PER) documenting the condition of the tanks and sites, and providing recommendations for improvements.

West Irving Creek Study | City of Irving, TX | Design Engineer | FNI

prepared a preliminary feasibility study to investigate the hydrology and hydraulics of the channel and prepare for the design of channel improvements. The City is making drainage improvements to reduce the flood risk within the watershed due to a history of flooding problems.



Justin Oswald, PE⁺, CFM | Design

Justin Oswald is skilled in modeling and design of drainage improvements. His ability to perform specialized analysis and complex design allows him to manage all phases of large-scale drainage projects. He has a wide range of experience including: riverine watershed modeling, dynamic storm drain modeling, detention analysis and design, large-scale storm drain and channel design, and design of innovative drainage solutions. Justin also specializes in providing development review services and advises clients on development standards and best practices. He is proficient in InfoWorks ICM, HEC-RAS, HEC-HMS, ArcGIS and Autocad.

Experience

15 years

Education

BS, Civil Engineering, Texas Tech University

Registration⁺

Professional Engineer, TX #113171

Certified Floodplain Manager, #2013-10N

Professional Affiliations

Texas Floodplain Management Association, Member

Stewart Creek H&H Watershed Study | City of Frisco, TX | Project Engineer | FNI conducted a detailed hydraulic study of Stewart Creek and all tributaries. Tasks included data collection, field visits, field survey, hydraulic modeling and summary report preparation.

Central Arlington Heights Watershed Study | Fort Worth Water | Project Engineer | FNI provided a study of flood control improvement alternatives for the Central Arlington Heights Watershed in Fort Worth. Converted previous H&H models that FNI developed in EPA-SWMM to InfoWorks SD. Hydraulic models were developed for improvement alternatives for the watershed.

Dillard Wetland Restoration | City of New Orleans, LA | QA/QC | FNI designed stormwater diversion features, new weirs and water control devices, wetlands and bioswales, a vegetation management and control plan, and boardwalks through the forest. FNI also performed a comprehensive H&H study, extensive flood modeling simulations within the Dillard Wetlands and adjacent communities, and triple bottom-line cost-benefit analysis to inform City, community and project teams regarding the formulation of green infrastructure and stormwater management installation/improvements features and locations.

PEC-4 Drainage Improvements | City of Denton, TX | Project Manager | FNI provided design and construction services of 1,600 LF of box culvert improvements, including utility relocations and pavement repair. The project converted an aging, undersized concrete channel in downtown Denton to a closed system to provide 100-year flood protection for the neighboring homes and businesses. The project included field survey, geotechnical investigations, an individual 404 permit and crossing of two TxDOT roadways. Justin was the project manager for Phases 3 and 4.

Harley Avenue Realignment and Drainage Design | City of Fort Worth, TX | Project Engineer | Realignment of Harley Avenue to allow development around the Will Rogers Memorial Center, including the possible future Will Rogers Arena. Evaluated a series of alternatives routing a large upstream drainage area through the project, while considering downstream ecological impacts to the Fort Worth Botanic Gardens.

⁺Currently not registered in AR

**Experience**

3 years

EducationBS, Civil Engineering,
Oklahoma State University**Registration**Engineering Intern, OK
#16468**Jonathan Harges, EI | Design**

Jonathan Harges is an Engineering Intern with experience in water and wastewater transmission utilities, treated water storage and stormwater modeling. His project experience includes line relocations, system redesign, trunkline and interconnect improvements and floodplain mapping. Jonathan has supported these projects throughout the inspection of existing systems and structures and led in the subsequent designs. He has worked closely with clients and contractors to facilitate owner's satisfaction and sustainable products in the design and construction processes. Jonathan is experienced with AutoCAD Civil 3D, GIS, and HEC-RAS modeling.

2017 Ad Valorem Streets - Phase 2 | City of Lawton, OK | Engineering

Support | FNI reconstructed 12 roadways within the City of Lawton, including utility investigation and minor storm sewer adjustments with construction to be handled through full street closures.

33rd Street Water Line | City of Edmond, OK | Engineering Support | FNI

provided preliminary and final design for approximately 19,050 LF of 24- and 18-inch water transmission line along 33rd Street from east of South Broadway to the west side of IH 35 to an existing 24-inch transmission line along IH 35.

Kaw Lake Water Supply Salt Fork Pipeline Segment | City of Enid, OK | Design

Review | The Kaw Lake Water Supply pipeline included design and construction of approximately 70 miles of new 36- and 30-inch raw water transmission line. To facilitate efficient design and construction, the 70-mile alignment is broken into eight projects from Enid to Kaw Lake. FNI is designing the Salt Fork Pipeline Segment which includes a 30-inch diameter pipeline and is approximately 9.5 miles long.

North Canadian Wastewater Treatment Plant Improvements | City of

Oklahoma City, OK | Engineering Support | FNI provided design services for multiple upgrades and improvements to the North Canadian Wastewater Treatment Plant. Services include preliminary engineering reports for multiple WWTP processes, structural condition assessment/investigation, electrical system evaluation, and upgrade and maintenance of plant operation during construction.

Non-Arterial Street Rehabilitation - MZ 8102 | City of Tulsa, OK | Engineering

Support | FNI provided the design of Non-Arterial Street Rehabilitation Maintenance Zone 8102 consisting of pavement rehabilitation including cold milling and overlay of the existing pavement surface, leaving the existing curb and gutter in place. It was anticipated that ADA ramps will be evaluated along 71st Street and Sheridan Road for potential replacement.

Pawnee, KS Watershed Plans | Natural Resources Conservation Service | Cost

Estimator | As a subconsultant, FNI provided professional services for the National Resources Conservation Service watershed plans for two sub-watersheds within the Pawnee, Kansas watershed. The project included engineering, economic, and environmental evaluation of nine potential new dam sites.

Finished Water Storage Facilities Assessment, Maintenance and Improvements | City of Tulsa, OK | Engineering Support | FNI provided

professional engineering services for the evaluation, design and construction of improvements to three finished water storage facilities. FNI assisted the City with evaluating the current condition of finished water storage tanks.

Appendix

Required Forms

City of Fayetteville
RFQ 22-14, Watershed Design & Grant Management Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Freese and Nichols, Inc.

NUMBER OF YEARS IN BUSINESS: 129 HOW LONG IN PRESENT LOCATION: Fort Worth, TX - 129 years
Oklahoma - 7 years
Arkansas - 1 year

TOTAL NUMBER OF CURRENT EMPLOYEES: 950 FULL TIME 65 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 50 FULL TIME 2 PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. City of Rogers, Arkansas (Rogers Water Utilities)
 COMPANY NAME

Rogers, Arkansas 72756
 CITY, STATE, ZIP

Brian Sartain, PE
 CONTACT PERSON

479-621-1142
 TELEPHONE

NA
 FAX NUMBER

briansartain@rwu.org
 E-MAIL ADDRESS

3. City of Siloam Spring, Arkansas
 COMPANY NAME

Siloam Springs, Arkansas 72761
 CITY, STATE, ZIP

Don Clark
 CONTACT PERSON

479-373-6444
 TELEPHONE

NA
 FAX NUMBER

dclark@siloamsprings.com
 E-MAIL ADDRESS

2. City of Norman, Oklahoma
 COMPANY NAME

Norman, Oklahoma 73069
 CITY, STATE, ZIP

Shawn O'Leary, PE, CFM
 CONTACT PERSON

405-366-5453
 TELEPHONE

405-366-5389
 FAX NUMBER

shawn.oleary@normanok.gov
 E-MAIL ADDRESS

4. City of Edmond, Oklahoma
 COMPANY NAME

Edmond, Oklahoma 73083
 CITY, STATE, ZIP

Steve Lawrence, PE
 CONTACT PERSON

405-359-4798
 TELEPHONE

N/A
 FAX NUMBER

steve.lawrence@edmondok.com
 E-MAIL ADDRESS

City of Fayetteville
RFQ 22-14, Watershed Design & Grant Management Services
SECTION D: Signature Submittal

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

✓ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

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

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: Freese and Nichols, Inc.

Primary Contact: Greg Simmons, PE, CFM

Title of Primary Contact: Project Manager

Phone#1 (cell preferred): 817-271-9853 (cell) Phone#2: 479-434-1160 (office)

E-Mail Address: gregory.simmons@freese.com

Tax ID #: 75-1531935 UEI #: KKJCTMJ3HZJ4

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	<i>Alan C. Hutson</i> Alan Hutson, PE, ENV SP	January 12, 2023

4. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: Freese and Nichols, Inc.

PHYSICAL ADDRESS: 5001 W. Founders Way, Suite 100, Rogers, Arkansas 72758

MAILING ADDRESS: 5001 W. Founders Way, Suite 100, Rogers, Arkansas 72758

PRINTED NAME: Alan Hutson, PE, ENV SP

PHONE: 479-434-1160 FAX: N/A

E-MAIL: alan.hutson@freese.com

Signed by :

SIGNATURE: *Alan C. Hutson*

PRINTED NAME : Alan Hutson, PE, ENV SP

TITLE: Vice President/Principal DATE: January 12, 2023



Mission

Innovative approaches ...
Practical results ...
Outstanding service

Vision

Be the firm of choice for
clients and employees

Values



FREESE AND NICHOLS

LEADS

-  LEARN CONTINUOUSLY
-  ENGAGE AS FAMILY
-  ACT WITH INTEGRITY
-  DELIVER QUALITY
-  SERVE ALWAYS



5001 W Founders Way, Suite 100
Rogers, Arkansas 72758
479-434-1160
www.freese.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2023

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME:	
	PHONE (A/C, No, Ext): (703) 827-2277	FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Hartford Underwriters Insurance Company A+ (XV)	30104
INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102	INSURER B : Hartford Casualty Insurance Company A+ (XV)	29424
	INSURER C : Hartford Accident and Indemnity Company A+ (XV)	22357
	INSURER D : Continental Casualty Company (CNA) A, XV	20443
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:			42UUNOL5238	10/23/2022	10/23/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			42UENOL5558	10/23/2022	10/23/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			42 XHU OL 5836	10/23/2022	10/23/2023	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
							\$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y / N ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below			42WBOL6H3F	10/23/2022	10/23/2023	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			AEH008214422	10/23/2022	10/23/2023	Per Claim 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROFESSIONAL LIABILITY AGGREGATE LIMIT: \$10,000,000

RE: COF Design and Grant Management Project Hamestrung Creek Watershed Flood Mitigation and Grant Support - Fayetteville, Washington County, Arkansas

The City of Fayetteville, AR is included as Additional Insured with respect to General Liability, Auto Liability, and Umbrella Liability when required by written contract. General Liability, Auto Liability and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville, AR 113 West Mountain Street Fayetteville, AR 72701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Freese and Nichols, Inc. 801 Cherry Street, Suite 2800 Fort Worth, TX 76102
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

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

Description of Operations/Locations/Vehicles:

of the operations of the named insured and when required by written contract. General Liability, Auto Liability, Umbrella Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Additional Insured where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Jared Rabren, Airport Director
DATE:
SUBJECT: Hay Lease for Drake Field

RECOMMENDATION:

The Aviation Division requests approval and signature of the Mayor of the Airport hay lease term with Ann Harbison Farms of 5 West Harrison Ln., West Fork, AR 72774, phone (479) 839-2469.

BACKGROUND:

The Airport has established certain areas of the airport field to be leased for removal of hay. The lease explains the regulations for removing hay, care of the fence rows, fertilizing, no livestock and no hunting.

DISCUSSION:

The Hay lease was bid out through the City of Fayetteville as Bid 23-23.

BUDGET/STAFF IMPACT:

This lease is for 5 years and will provide a total sum of \$30,005.00, to be paid at an annual rate of \$6,001.00

ATTACHMENTS: 2023 Hay Lease SRF, Hay lease Contract, Bid 23-23 City Issued Bid (002), Bid 23-23 Submittal - Ann Harbison Farms



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-752

Hay Lease for Drake Field

A RESOLUTION TO AWARD BID #23-23 AND AUTHORIZE A FIVE YEAR AIRPORT HAY FIELD LEASE AGREEMENT WITH ANN HARBISON FOR RENT IN THE AMOUNT OF \$6,001.00 PER YEAR

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #23-23 and authorizes Mayor Jordan to sign a five year airport hay field lease agreement with Ann Harbison for rent in the amount of \$6,001.00 per year.

City of Fayetteville Staff Review Form

2023-752

Item ID

6/6/2023

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

Jared Rabren

5/9/2023

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

The Aviation Division requests approval and signature of the Mayor of the Airport hay lease term with Ann Harbison Farms of 5 West Harrison Ln., West Fork, AR 72774, phone (479) 839-2469. The lease was awarded by Bid 23-23.

Budget Impact:

5550.760.3940-4457.00

Airport

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



This contract (lease) executed this _____ day of _____, 2023, between the City of Fayetteville, Arkansas (City), of 113 W. Mountain, Fayetteville, AR 72701 and Ann Harbison Farms (Ann Harbison) of 5 West Harrison Ln., West Fork, AR 72774 in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property:** The City of Fayetteville hereby leases to Ann Harbison, and Ann Harbison hereby leases from City, the following described property in Washington County, Arkansas (referred to as “leased property”):
90 acres m/l located south of the Fayetteville Executive Airport safety fence and east of Highway 71, ending at the White River. The property extends north on the east side of the airport safety fence between the fence and the White River.
2. **Term:** This lease shall be for a term of five (5) years commencing on the date of contract award by Fayetteville City Council in 2023 and ending five (5) years from that date in 2028.
3. **Payment:** In consideration of the City leasing the above described property to Ann Harbison for the aforesaid term, Ann Harbison agrees to pay the City a total sum of \$ 6,001.00 USD annually, on or before _____ of each year for the length of the lease.
4. **Conditions:** This lease shall be subject to the following conditions:
 - a. This lease shall be for the sole purpose of removing hay from any or all of the above described property as marked as hay field(s) on Attachment B as noted on Bid 23-23.
 - b. Ann Harbison agrees that livestock shall not be permitted to enter upon any land owned by the City of Fayetteville, or the land included in this lease.
 - c. Ann Harbison shall keep and maintain the property covered by this lease in a good, acceptable condition; that they will keep all fence rows and drains free and clear of weeds, underbrush, and obstructions at all times.
 - d. Ann Harbison shall fertilize the leased lands on an annual basis according to soil test recommendations. No poultry litter or other animal manure may be applied as fertilizer. Fertilizer shall be applied in accordance to all local and state regulations.

- e. Ann Harbison agrees to exercise caution and reasonable care during the cutting and removal of hay so that airport patrons, their property, and/or adjacent property owners are not injured or endangered.
 - f. Ann Harbison shall brush-hog, or keep the brush cut annually, from all areas not mowed for hay.
 - g. Ann Harbison shall not erect any structures or buildings on the leased property including, but not limited to, fences or gates, without written permission from the City and an amendment to this contract.
 - h. Ann Harbison shall not permit any public nuisance to exist on the leased property.
 - i. Ann Harbison shall not cut, remove, or carry off nor allow to be cut, removed, or carried off, from the leased property any tree, rock, soil, or minerals, except for hay. Furthermore, Ann Harbison agrees that they will not hunt or allow hunting by any person or persons on the leased property.
 - j. Ann Harbison agrees that the City, or its agents, shall have the right to enter the leased property when deemed necessary without notification, or compensation owed to Ann Harbison.
 - k. The City of Fayetteville shall have the right to grant easements on, over, and across the leased property.
 - l. Ann Harbison agrees to hold harmless and indemnify the City from any and all claims or damages caused by Ann Harbison's activities on the leased property.
 - m. Ann Harbison shall not assign this Lease or sublet any part of the leased property without first obtaining written consent from the City of Fayetteville and an amendment to this contract.
 - n. This agreement may be terminated by either party upon thirty (30) days written notice of termination to the other party.
 - o. Ann Harbison shall be responsible for any damages to the leased property caused by performance under this contract.
5. Standard Federally Required Conditions: Under no circumstance shall this lease serve as an exclusive right to provide this service. The City of Fayetteville is prohibited by Federal Regulation/Grant Assurances V, Item C, Sponsor Certification 22 and 23, from granting exclusive privileges to provide services or conduct business. Ann Harbison shall furnish services on a fair, equal, and not unjustly discriminatory basis to all users of the service provided.

6. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

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

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk Treasurer

Date Signed: _____

ANN HARBISON FARMS

By: Ann Harbison
Signature

By: Ann Harbison Farms
Printed Name and Title

Date Signed: 4-17-2023



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 23-23, Hay Field Lease – Airport Property

DEADLINE: Thursday, April 06, 2023 before 2:00 PM, Local Time

PURCHASING AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 03/19/2023

INVITATION TO BID

Bid 23-23, Hay Field Lease – Airport Property

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform is strongly encouraged.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Division.

City of Fayetteville
Bid 23-23, Hay Field Lease – Airport Property
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 23-23, Hay Field Lease – Airport Property

The City of Fayetteville is seeking bids to lease approximately 90 acres of hay field. Bids submitted will be the price the bidder pays to the City to lease such acreage for a five (5) year term. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Purchasing Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Thursday, April 06, 2023 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical bid to the City of Fayetteville, Purchasing Division address listed below. All bids are due before the time stated. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

Any bidder providing a service shall be registered with the Arkansas Secretary of State. The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

City of Fayetteville
By: Kenny Fitch, Purchasing Agent
P: 479.575.8258 kfitch@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 03/19/2023
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$XXX.XX.

EXECUTION OF BID:

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- Bid Attributes
- Bid Line Items – Bidders shall bid on all line items and not submit partial bids
- Response Attachments
 - Required Bid Form (this form, completed in its entirety)

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

Upon signing this Bid, the bidder certifies that:

1. Bidder has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

4. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
5. Bidder, as an officer of their organization, or per the attached letter of authorization, is duly authorized to certify the information provided herein is accurate and true.
6. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
7. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

_____ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

8. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
9. As s bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: _____

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ FAX: _____

*E-MAIL: _____

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

UNIQUE ENTITY NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: _____

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.
- d. The City will not be responsible for misdirected bids. Bidder should call the Purchasing Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this bid must be sent in writing via e-mail to the Purchasing Agent. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the bid. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality,

size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

All expenses involved with the preparation and submission of bids to the City, or any work performed in connection therewith, shall be borne solely by the bidder(s). No payment will be made for any responses received, or for any other effort required of, or made by, the bidder(s) prior to contract commencement.

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Kenny Fitch, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Purchasing Division.

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8256 to ensure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "bidder certifies that his or her bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

22. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this bid from the bidder. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response. **Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise, will constitute grounds for rejection of such response.** Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. PRICING

The City reserves the right to re-evaluate bidders in their standing in the event of a vendor price change.

26. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Bidder in responding to this solicitation is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Bidder for any expense so incurred, regardless of whether or not the submittal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Kenny Fitch immediately via telephone (479.575.8258) or e-mail (kfitch@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.

- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Kenny Fitch, City of Fayetteville, Purchasing Agent via e-mail (kfitch@fayetteville-ar.gov) or telephone (479.575.8258). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a bid's content or to exclude any relevant or essential data.
- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

27. INVOICING:

Awarded bidder shall pay the City of Fayetteville within thirty (30) days of invoice.

28. ATTACHMENTS TO BID DOCUMENTS:

- a. Appendix A – Draft Contract
- b. Appendix B – Hay Field Map

City of Fayetteville
Bid 23-23, Hay Field Lease – Airport Property
Specification Requirements

1. First annual payment shall be made within thirty (30) days from date of contract award.
2. Bidder acknowledges that price bid is on the entire 90 acres m/l and bids shall not be accepted for partial acreage. The 90 acres m/l is located south of the Fayetteville Executive Airport safety fence and east of Hwy 71 ending at the White River. The property extends north on the east side of airport safety fence between the fence and the river. Access to the property is available through Frisco Street in Greenland, AR.
3. This lease shall be for the term of five (5) years commencing on the date of contract award in 2023 and ending five (5) years from that date in 2028.
4. Bids shall be signed and completed *in its entirety*. The City intends on awarding this bid to the highest responsible responsive bidder.
5. This lease shall be for the sole purpose of removing hay. There shall be no hunting, structural installation, or removal of any other materials from the property.
6. Awarded bidder shall maintain the property in acceptable condition. No livestock are permitted on the property.

Bid 23-23,
Hay Field Lease - Airport Property
City Issued RFP



This contract (lease) executed this _____ day of _____, 2023, between the City of Fayetteville, Arkansas (**City**), of 113 W. Mountain, Fayetteville, AR 72701 and **FULL VENDOR NAME (VENDOR)** of **FULL VENDOR ADDRESS**, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Property:** The City of Fayetteville hereby leases to **VENDOR**, and **VENDOR** hereby leases from City, the following described property in Washington County, Arkansas (referred to as “leased property”):

2. **Term:** This lease shall be for a term of five (5) years commencing on the date of contract award by Fayetteville City Council in 2023 and ending five (5) years from that date in 2028.
3. **Payment:** In consideration of the City leasing the above described property to **VENDOR** for the aforesaid term, **VENDOR** agrees to pay the City a total sum of \$ _____ USD annually, on or before _____ of each year for the length of the lease.
4. **Conditions:** This lease shall be subject to the following conditions:
 - a. This lease shall be for the sole purpose of removing hay from any or all of the above described property as marked as hay field(s) on Attachment B as noted on **Bid 23-23**.
 - b. **VENDOR** agrees that livestock shall not be permitted to enter upon any land owned by the City of Fayetteville, or the land included in this lease.
 - c. **VENDOR** shall keep and maintain the property covered by this lease in a good, acceptable condition; that they will keep all fence rows and drains free and clear of weeds, underbrush, and obstructions at all times.
 - d. **VENDOR** shall fertilize the leased lands on an annual basis according to soil test recommendations. No poultry litter or other animal manure may be applied as fertilizer. Fertilizer shall be applied in accordance to all local and state regulations.
 - e. **VENDOR** agrees to exercise caution and reasonable care during the cutting and removal of hay so that airport patrons, their property, and/or adjacent property owners are not injured or endangered.

- f. **VENDOR** shall brush-hog, or keep the brush cut annually, from all areas not mowed for hay.
 - g. **VENDOR** shall not erect any structures or buildings on the leased property including, but not limited to, fences or gates, without written permission from the City and an amendment to this contract.
 - h. **VENDOR** shall not permit any public nuisance to exist on the leased property.
 - i. **VENDOR** shall not cut, remove, or carry off nor allow to be cut, removed, or carried off, from the leased property any tree, rock, soil, or minerals, except for hay. Furthermore, **VENDOR** agrees that they will not hunt or allow hunting by any person or persons on the leased property.
 - j. **VENDOR** agrees that the City, or its agents, shall have the right to enter the leased property when deemed necessary without notification, or compensation owed to **VENDOR**.
 - k. The City of Fayetteville shall have the right to grant easements on, over, and across the leased property.
 - l. **VENDOR** agrees to hold harmless and indemnify the City from any and all claims or damages caused by **VENDOR'S** activities on the leased property.
 - m. **VENDOR** shall not assign this Lease or sublet any part of the leased property without first obtaining written consent from the City of Fayetteville and an amendment to this contract.
 - n. This agreement may be terminated by either party upon thirty (30) days written notice of termination to the other party.
5. **Standard Federally Required Conditions:** Under no circumstance shall this lease serve as an exclusive right to provide this service. The City of Fayetteville is prohibited by Federal Regulation/Grant Assurances V, Item C, Sponsor Certification 22 and 23, from granting exclusive privileges to provide services or conduct business. **VENDOR** shall furnish services on a fair, equal, and not unjustly discriminatory basis to all users of the service provided.
6. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.

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

CITY OF FAYETTEVILLE, ARKANSAS

FULL VENDOR NAME

By: _____

Lioneld Jordan, Mayor

By: _____

Signature

ATTEST:

By: _____

Printed Name and Title

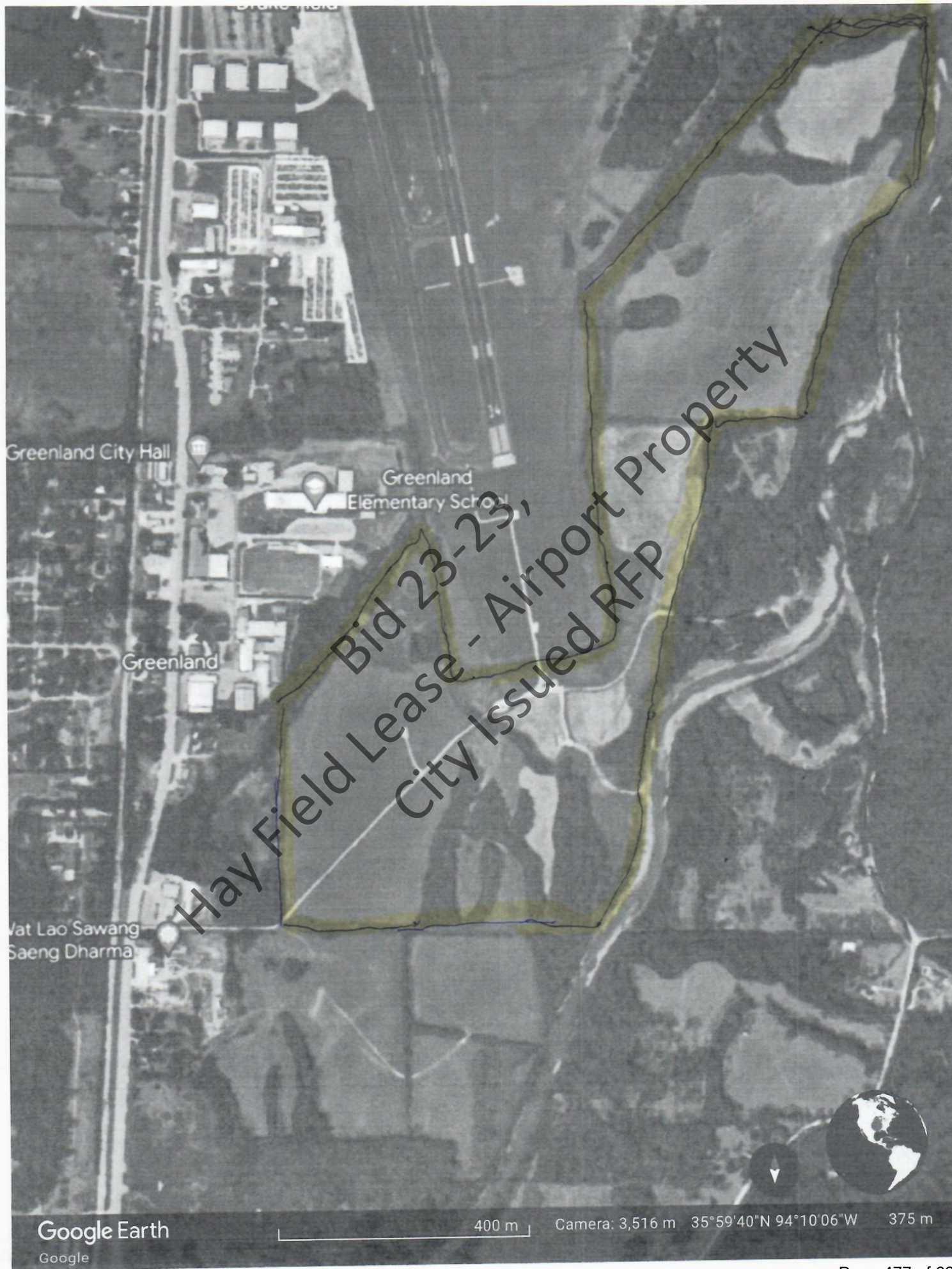
By: _____

Kara Paxton, City Clerk

Date Signed: _____

Date Signed: _____

DRAFT
Bid 23-23,
Hay Field Lease - Airport Property
City Issued RFP



City of Fayetteville
Bid 23-23, Hay Field Lease – Airport Property
Required Bid Form – Bid Signature & Online Submittal Requirements

EXECUTION OF BID:

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- Bid Attributes
- Bid Line Items – Bidders shall bid on all line items and not submit partial bids
- Response Attachments
 - Required Bid Form (this form, completed in its entirety)

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online OR by filling out the bid line item(s) below:

	Description	# of Years	Price per Year	Total Bid
1	Hay Lease Bid for Fayetteville Executive Airport Property	5	\$ <u>6001.00</u>	\$ <u>30,005</u>

Upon signing this Bid, the bidder certifies that:

1. Bidder has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

Anna Harrison

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: Ann Harbison Farms

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Ann Harbison Farms -

*BUSINESS ADDRESS: 5 West Harrison Ln,

*CITY: West Fork, *STATE: Ar. *ZIP: 72774

*PHONE: Home 479-2467 Cell 479-225-~~0574~~ 0574

*E-MAIL: annharbison28@gmail.com

*BY: (PRINTED NAME) ANNA Harbison

*AUTHORIZED SIGNATURE: Anna(Ann) Harbison

*TITLE: owner of Ann Harbison farms -

UNIQUE ENTITY NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: 430-86-2498

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Bid 23-23 Hay Field Lease Cuspost Property
City of Fayetteville
Purchasing Division - Room 306
113 West Mountain Street
Fayetteville Co. 72701

RECEIVED

APR 05 2023

PURCHASING

KptH
11:06am



CITY COUNCIL MEMO

2023-753

MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU: Mike Reynolds, Police Chief
FROM: Kathleen Stocker, Dispatch Manager
DATE:
SUBJECT: Purchase radio equipment for Local Government radio replacement

RECOMMENDATION:

Staff recommends approval of a resolution and request to waive competitive bidding to authorize the purchase of radio equipment from Motorola Solutions Inc. in the amount of \$419,383.29 and approve a budget adjustment.

BACKGROUND:

The City of Fayetteville joined the Arkansas Wireless Information Network (AWIN) in 2010 as part of the Citywide radio system project. In 2019, AWIN upgraded their system to the Association of Public Safety Communications Officials-International (APCO) P25 Phase 2 standard. This standard enables responders to achieve efficient and effective use of communications equipment. One of the improvements made was updating equipment to allow for more efficient use of the spectrum by using time-division multiple access technology (TDMA). This provides additional capacity to the system by allowing two conversations at a time on the same channel. The City of Fayetteville local government subscriber radios use frequency-division multiple access technology (FDMA). This technology supports only a single conversation and user at a time. It is important for system capacity to take advantage of this newer technology.

DISCUSSION:

We currently have radios on our system that are 19 years old. We have 76 radios that were purchased between 2004 and 2011 that belong to various city users. We have 523 radios on our system that will be twelve years old this year. This purchase is for local government radio replacement, and the majority of the local government users (Airport, Transportation, Water and Sewer, Recycling, etc.) have radios that are no longer supported by Motorola for service. The radios use twice the capacity of a newer radio and cannot be upgraded due to the age and model of the radio. These radios are used not only for day-to-day operations in the city departments and divisions, but they are also critical during disasters and large events.

BUDGET/STAFF IMPACT:

Approval of a budget adjustment in the amount of \$419,383.29 from use of fund balance will allow for the purchase of these radios for local government users. These radios have a five-year warranty. Ordinance 4300 is on file to waive competitive bidding for the purchase of specialized radio equipment from Motorola Incorporated. Motorola is giving us better than state contract pricing for this purchase. This pricing is only good through July 31, 2023. No staffing impact for this item.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: 2023-753 SRF Citywide Radio Replacement, 2023-753 BA Citywide Radio Replacement, 2023-753 Radio Spreadsheet, 2023-753 Motorola Quote



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-753

Purchase radio equipment for Local Government radio replacement

A RESOLUTION TO AUTHORIZE THE PURCHASE OF RADIO EQUIPMENT FROM MOTOROLA SOLUTIONS INC. IN THE AMOUNT OF \$419,383.29 PLUS ANY APPLICABLE TAX AND FREIGHT CHARGES, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Ordinance 4300, which was passed on March 20, 2001, waived the requirement of competitive bidding for the purchase of specialized radio equipment from Motorola as they are the sole supplier of equipment for the City's radio communication system.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of radio equipment with Motorola Solutions, Inc., in the amount of \$419,383.29 plus any applicable tax and shipping charges for the purchase of radio equipment as shown in the quote attached to this Resolution.

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

City of Fayetteville Staff Review Form

2023-753

Item ID

6/6/2023

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

Chief Mike Reynolds

4/27/2023

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff Recommends approval of a resolution and request to waive competitive bidding to authorize the purchase of radio equipment from Motorola Solutions Inc. in the amount of \$419,383.29 and approve a budget adjustment.

Budget Impact:

4470.200.8200-5210.00

Sales Tax Capital Improvement

Account Number

Fund

18013.1

Citywide Radio System Replacement

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 105,490.00

Expenses (Actual+Encum)

\$ 104,131.75

Available Budget

\$ 1,358.25

Does item have a direct cost? Yes

Item Cost

\$ 419,383.29

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 419,384.00

Remaining Budget

\$ 1,358.96

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2023	POLICE (200)	
	Requestor: Chief Mike Reynolds	

Staff Recommends approval of a resolution and request to waive competitive bidding to authorize the purchase of radio equipment from Motorola Solutions Inc. in the amount of \$419,383.29 and approve a budget adjustment.

	COUNCIL DATE:	6/6/2023
	ITEM ID#:	2023-753
	<i>Holly Black</i> <i>5/10/2023 8:24 AM</i>	
	Budget Division	Date
	D - (City Council)	
	TYPE:	
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

	Number	Cost	Subtotal	Tax	Total
Base Radio	6	\$ 1,814.21	\$ 10,885.26	\$ 1,061.31	\$ 11,946.57
Dual Head Control	1	\$ 6,273.48	\$ 6,273.48	\$ 611.66	\$ 6,885.14
Mobiles	148	\$ 1,629.16	\$ 241,115.68	\$ 23,508.78	\$ 264,624.46
Portables	94	\$ 1,317.57	\$ 123,851.58	\$ 12,075.53	\$ 135,927.11
Totals	249	\$ 11,034.42	\$ 382,126.00	\$ 37,257.29	\$ 419,383.29

*Currently have 272 radios

Division	Base	Mobiles	Portables
Accounting			1
Airport		5	4
Animal Services		4	3
Communications			1
Dept of Economic Vitality			1
Development Services			1
Environmental			1
Fleet		0	4
Human Resources			1
Internal Audit			1
IT			1
Meter	5	14	14
Parking Enforcement		0	2
Parks		0	27
RTC		42	7
Transportation		47	17
Water Sewer	2	36	9
Totals	7	148	94



Billing Address:
 FAYETTEVILLE, CITY OF
 100A W ROCK
 FAYETTEVILLE, AR 72701
 US

Shipping Address:
 FAYETTEVILLE, CITY OF
 100A W ROCK
 FAYETTEVILLE, AR 72701
 US

Quote Date:04/11/2023
 Expiration Date:07/10/2023
 Quote Created By:
 Phillip Jackson
 Account Executive
 Phillip.Jackson@
 motorolasolutions.com
 8703299509

End Customer:
 FAYETTEVILLE, CITY OF
 Kathy Stocker
 kstocker@fayetteville-ar.gov
 479-601-3561

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 900					
1	H92UCF9PW6AN	APX 900 7/800 MHZ MODEL 2 PORTABLE	94	\$3,896.70	\$3,870.05	\$363,784.70
1a	QA04096AA	ENH: P25 TRUNKING	94			
1b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	94			
1c	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	94			
1d	QA00580AF	ADD: TDMA OPERATION	94			
1e	Q887AT	ADD: 5Y ESSENTIAL SERVICE	94			
1f	QA06765AA	ALT: IMPRESS LI-ION 3000MAH	94			
2	LSV00Q00202A	DEVICE PROGRAMMING	94	\$75.00	\$75.00	\$7,050.00
3	PMNN4493A	BATT IMPRES LIION HE DENS IP68 3000T	94	\$148.84	\$108.65	\$10,213.10



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
 Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
4	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	94	\$169.56	\$123.78	\$11,635.32
5	PMMN4099CL	AUDIO ACCESSORY- REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	94	\$142.56	\$104.07	\$9,782.58
APX™ 1500 Enhanced						
6	M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	148	\$4,767.00	\$4,767.00	\$705,516.00
6a	GA00318AC	ENH: 5 YEAR ESSENTIAL SVC	148			
6b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	148			
6c	G831AD	ADD: SPKR 15W WATER RESISTANT	148			
6d	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	148			
6e	G66BF	ADD: DASH MOUNT O2 APXM	148			
6f	GA00580AA	ADD: TDMA OPERATION	148			
6g	GA00804AA	ADD: APX O2 CH (GREY)	148			
6h	GA01339AA	ENH: SW P25 TRUNKING	148			
6i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	148			
6j	W22BA	ADD: STD PALM MICROPHONE APX	148			
6k	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	148			
6l	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	148			
7	LSV00Q00202A	DEVICE PROGRAMMING	148	\$75.00	\$75.00	\$11,100.00
8	LSV00Q00203A	DEVICE INSTALLATION	148	\$225.00	\$225.00	\$33,300.00
APX™ 6500 / Enh Series		ENHANCEDAPX6500				



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
9	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE	1	\$8,108.00	\$6,048.44	\$6,166.70
9a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	1			
9b	GA00318AF	ENH: 5 YEAR ESSENTIAL SVC	1			
9c	GA00580AA	ADD: TDMA OPERATION	1			
9d	G628AC	ADD: REMOTE MOUNT CABLE 17 FT APX	2			
9e	G67DQ	ADD: REMOTE MOUNT O2 APXM	1			
9f	G51AU	ENH: SMARTZONE OPERATION APX6500	1			
9g	GA00092BB	ADD: APXM DUAL O2 CH (GREY)	1			
9h	GA00804AA	ADD: APX O2 CH (GREY)	1			
9i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1			
9j	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1			
9k	W22BA	ADD: STD PALM MICROPHONE APX	2			
9l	G361AH	ENH: P25 TRUNKING SOFTWARE APX	1			
9m	G89AC	ADD: NO RF ANTENNA NEEDED	1			
9n	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	1			
9o	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	2			
9p	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	1			
10	LSV00Q00202A	DEVICE PROGRAMMING	1	\$75.00	\$75.00	\$75.00
11	LSV00Q00203A	DEVICE INSTALLATION	1	\$150.00	\$150.00	\$150.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
APX™ 1500 Enhanced						
12	M36URS9PW1BN	APX1500 ENHANCED 7/800 MHZ MOBILE	6	\$5,027.00	\$5,027.00	\$30,162.00
12a	GA00318AC	ENH: 5 YEAR ESSENTIAL SVC	6			
12b	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	6			
12c	W665BF	ADD: BASE STATION OP APX	6			
12d	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX	6			
12e	G66BF	ADD: DASH MOUNT O2 APXM	6			
12f	GA00580AA	ADD: TDMA OPERATION	6			
12g	G142AD	ADD: NO SPEAKER APX	6			
12h	GA00804AA	ADD: APX O2 CH (GREY)	6			
12i	G89AC	ADD: NO RF ANTENNA NEEDED	6			
12j	GA01339AA	ENH: SW P25 TRUNKING	6			
12k	G444AH	ADD: APX CONTROL HEAD SOFTWARE	6			
12l	W22BA	ADD: STD PALM MICROPHONE APX	6			
12m	G91AF	ADD: CNTRL STATION PWR SUPPLY	6			
12n	G193AK	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	6			
13	LSV00Q00202A	DEVICE PROGRAMMING	6	\$75.00	\$75.00	\$450.00
14	LSV00Q00203A	DEVICE INSTALLATION	6	\$150.00	\$150.00	\$900.00
15	Incentive	APX 900 Discount (Price per radio \$1,592.57) Expiration Date: 07/31/2023	1	-\$278,614.12	-\$278,614.12	-\$278,614.12
16	Incentive	APX 1500 Discount (Price per radio \$1,636.37) Expiration Date: 07/31/2023	1	-\$529,427.02	-\$529,427.02	-\$529,427.02



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Budgetary

QUOTE-2010948
FayPD-SystemWide

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
17	Incentive	APX 6500 Discount Expiration Date: 07/31/2023	1	-\$118.26	-\$118.26	-\$118.26
Subtotal						\$382,126.00
Estimated Tax						\$37,257.29
Grand Total				\$419,383.29(USD)		

Notes: Pricing is in accordance with the Washington County contract.
The discount applied is greater than Sourcwell, NASPO and
TXDIR. This pricing is valid until Midnight, July 31, 2023.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Purchase Order Checklist

**Marked as PO/ Contract/ Notice to Proceed on Company Letterhead
(PO will not be processed without this)**

PO Number/ Contract Number

PO Date

Vendor = Motorola Solutions, Inc.

Payment (Billing) Terms/ State Contract Number

Bill-To Name on PO must be equal to the *Legal* Bill-To Name

Bill-To Address

Ship-To Address (If we are shipping to a MR location, it must be documented on PO)

Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)

PO Amount must be equal to or greater than Order Total

Non-Editable Format (Word/ Excel templates cannot be accepted)

Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept

Ship To Contact Name & Phone #

Tax Exemption Status

Signatures (As required)



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

DATE:

SUBJECT: **Appeal: CUP-2023-0043: Conditional Use Permit (435 N. OLIVER AVE/ KING INVESTMENTS OF FAYETTEVILLE LLC, 482): Submitted by KING INVESTMENTS OF FAYETTEVILLE LLC for property located at 435 N. OLIVER AVE in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.31 acres. The request is to use the residence as a short-term rental.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request for a conditional use permit for a short-term rental as described and shown below.

BACKGROUND:

The subject property is in central Fayetteville approximately 500 feet northwest of Razorback Stadium. The property is zoned RSF-4, Residential Single-Family, Four (4) Units Per Acre and no overlay districts apply to this property. It is currently constructed with a 2,450 square foot single-family structure originally built in 1908 according to the Washington County Assessor. Portions of the parcel's edges have slopes above 15%. On April 20, 2021, City Council adopted an ordinance to regulate short-term rentals operating within Fayetteville's city limits. On December 20, 2022, City Council amended the ordinance to enact new requirements for short-term rentals. This report reflects those new changes for consideration.

Request: The applicant requests conditional use permit approval to use the property as a Type 2 short-term rental, which are those not occupied by a permanent resident. Type 2 short-term rentals are subject to density limitations, including a 2% city-wide cap, and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

Findings: Staff finds that granting the requested conditional use is unlikely to negatively impact the public interest. Minimal disruptions are expected for neighbors due to applicable business licensing requirements, including a required building safety inspection, and applicable density caps limiting the maximum number of guests to ten. Three (3) off-street parking spaces are available in the driveway. On-street parking is not available on N. Oliver Ave. Within a quarter mile of the property, city business license records indicate one active Type 2 short-term rental business license; however, the following active code cases for short-term rentals operating without a business license within ¼ mile of the subject address have been opened since late

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

April 2023.

- CVZD-2023-0320 (426 N OLIVER AVE): A case was opened in early May for unlicensed short-term rental operation of both the primary home (type 2 STR) and the associated ADU (type 1 STR). The business license clerk is in communication with the property's designated agent and has emailed application instructions. No current STR or CUP application on file.
- CVZD-2023-0322, CVZD-2023-0317, CVZD-2023-0316 (410 N OLIVER AVE): Multiple cases were opened in late April to early May for rooms being operated as short-term rentals. A single notice of violation was sent for all associated violations on the property and is currently being tracked. No current STR or CUP application on file.

Additionally, complaints received ahead of the public hearing (see discussion) regarding gravel on the subject property were forwarded to Engineering to investigate. Staff found a code violation of UDC 169.03 - Review And/Or Permits Required and a code case is being started in EnerGov.

DISCUSSION:

At the April 24, 2023 Planning Commission meeting, a vote of 8-1-0 forwarded the request to City Council with a recommendation of approval. Commissioner Winston made the motion and Commissioner Madden seconded. Staff noted the receipt of three public comments and unverified reports of gravel being unloaded in the rear of the property received the day of the meeting. The applicant stated that their intent was to convert the entire backyard to turf in order to reduce maintenance requirements, and that the gravel was due to this. Commissioner Winston affirmed that he did not see a need to table the request in order to investigate reports of the gravel given its intended use and stated that the proposed location adjacent to the Razorback Stadium is appropriate for a short-term rental. Commissioner Garlock, who was opposed, acknowledged that N. Oliver has no sidewalks and is a "No Parking" street, and stated that incompatibility and potential parking issues are his reasoning for a denial vote. No members of the public spoke during the meeting.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: Appeal Letter with Council Member Sponsors , Exhibit A, UDC 169.03 Code Violation , Planning Commission Staff Report

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-748

Appeal: CUP-2023-0043: Conditional Use Permit (435 N. OLIVER AVE/ KING INVESTMENTS OF FAYETTEVILLE LLC, 482): Submitted by KING INVESTMENTS OF FAYETTEVILLE LLC for property located at 435 N. OLIVER AVE in WARD 4. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.31 acres. The request is to use the residence as a short-term rental.

A RESOLUTION TO GRANT THE APPEAL OF COUNCIL MEMBERS SARAH MOORE, SCOTT BERNA, AND TERESA TURK AND DENY CONDITIONAL USE PERMIT CUP 2023-043 FOR A SHORT-TERM RENTAL AT 435 NORTH OLIVER AVENUE IN WARD 4

WHEREAS, on April 24, 2023, the Planning Commission approved Conditional Use Permit CUP 2023-043 for a short-term rental at 435 North Oliver Avenue in Ward 4; and

WHEREAS, Council Members Sarah Moore, Scott Berna, and Teresa Turk have properly appealed the decision of the Planning Commission pursuant to §155.05(A)(3) of the Unified Development Code.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby denies conditional use permit CUP-2023-043 for a proposed short-term rental at 435 North Oliver Avenue.

To: Fayetteville City Clerk and City Council members

From: Lisa Orton

Date: May 2, 2023

We the undersigned citizens of Fayetteville, AR are requesting an appeal of the Planning Commission's decision to approve Conditional Use Permit (CUP-2023-0043) located at 435 N. Oliver Ave. We are appealing this decision based on the City of Fayetteville's Unified Development Code (UDC) Section 163.18 (H) for items 1-3:

"Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

- (1) Adequate parking infrastructure;
- (2) Adequate adjoining or nearby streets for on-street parking;
- (3) Frequency or concentration of nearby licensed Type 2 short-term rentals; and
- (4) Prior zoning or code violations."

1. Adequate Parking Infrastructure: There is insufficient parking for this location. The structure located at 435 N. Oliver Ave. contains 3 bedrooms and therefore is entitled to up to 8 residents per night. There is parking for only 2 vehicles and on street parking is not allowed. Oliver Ave is a very narrow street without sidewalks on either side. Parking is prohibited on both sides of the street. In the past, there have been numerous complaints about illegal street parking.
2. Adequate adjoining or nearby streets for on-street parking: Many of the adjoining streets (Halsell, Maple and Gray) are narrow and do not allow parking on the street and most do not have sidewalks.
3. Frequency or concentration of nearby licensed Type 2-short term rentals: According to the City of Fayetteville's Development and Economic Services website, there is 1 licensed Short Term Rental Type 2 located two houses away at 473 N Oliver. However, there are at least three complaints submitted that contend that two unlicensed short-term rentals are operating at 426 N Oliver St, right across the street from 435 N. Oliver Ave. They are listed under the Airbnb platform as the "The Stadium House" and "The Stadium Cottage". In addition, there are over 4 rooms listed under the Airbnb platform located at 410 N. Oliver Ave.

Those unlicensed short-term rentals are under investigation by the Planning Department. If these alleged unlicensed short-term rentals are operating, a minimum of 7 short-term type operations are occurring on Oliver Ave, within .08-mile radius of 435 N. Oliver Ave.

In addition, we believe short-term rentals are not compatible with our University Heights neighborhood and its historic nature of owner-occupied residences. This area was outside the city limits for many years, and the infrastructure of our streets and the layout of the properties reflect this residual rural

character, particularly the narrow streets that prohibit on-street parking and the design of the homes for family residents. Our neighborhood has historically provided accessible, permanent homes for university staff, professionals, and their families, many of whom have traditionally walked to school or work. The need for such permanent housing options is currently more important than ever with our rapidly growing population.

As this request is being considered, University Heights is being evaluated for nomination as a Historic District. We believe that the historical significance of University Heights lies in its character as a formerly rural area, as shown in the present day scattered old farmhouses, including the Oliver house itself, that still stand on our narrow streets. Some present residents are descendants of people who lived here before the streets were paved, when the post office regarded this as a Rural Route. During the post-war expansion of the University as a result of the GI Bill, Hotz addition was developed to accommodate the growing faculty/staff of the University, with their young families and modest incomes. Some young people, attracted to the new Department of Architecture, designed houses in this neighborhood before achieving regional and national prominence. Leverett School educated their children. All these residents could walk to work or to school. Some residents had careers in education at the University and others taught at Leverett, and they included deans and food service workers.

Many of these historic qualities are still present in University Heights, even as the farmsteads have developed into neighborhoods with houses in many styles and in many price ranges. In summary, short-term rentals are incompatible with the historic character of the neighborhood.

In view of the many issues listed in this letter, please do not approve the Conditional Use Permit (CUP-2023-0043) located at 435 N. Oliver Ave.

Sincerely,

Barbara Fraleigh, Margaret Holcomb, Lisa Orton, Ethel Simpson, Jane Scroggs

Wonsower, Donna

From: Shelton, Jackson
Sent: Monday, May 8, 2023 12:28 PM
To: Wonsower, Donna
Subject: FW: Need two more City Council members to support our appeal

Good afternoon,

I received your email request regarding Council Members Berna's support of the CUP-2023-0043 Appeal.

The forward messaged associated with this email has Council Member Berna's willingness to support the appeal being heard.

Please let me know if this is information you require and that it is sufficient.

Thank you,

Jackson Shelton
Office of the City Clerk Treasurer

Senior Deputy City Clerk
City of Fayetteville, Arkansas
113 West Mountain St
Fayetteville, AR 72701

jshelton@fayetteville-ar.gov

Office Phone – 479-575-8310

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Berna, Scott <scott.berna@fayetteville-ar.gov>
Sent: Wednesday, May 3, 2023 10:19 AM
To: Shelton, Jackson <jshelton@fayetteville-ar.gov>; Ethel C. Simpson <esimpson@uark.edu>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Lisa Orton <lisa_m_orton@yahoo.com>; Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>; Mayor <Mayor@fayetteville-ar.gov>
Cc: Barbara Fraleigh <barbara.fraleigh@gmail.com>; Margaret Ann Holcomb <sunflowerwicks@gmail.com>; ejanescroggs@att.net; Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Re: Need two more City Council members to support our appeal

I will agree to sign off on this appeal .

Scott

From: Shelton, Jackson <jshelton@fayetteville-ar.gov>
Sent: Wednesday, May 3, 2023 10:06 AM
To: Ethel C. Simpson <esimpson@uark.edu>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Lisa Orton <lisa_m_orton@yahoo.com>; Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>; Jones, D'Andre

To: Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Ethel C. Simpson <esimpson@uark.edu>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Lisa Orton <lisa_m_orton@yahoo.com>; Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>; Mayor <Mayor@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>
Cc: Barbara Fraleigh <barbara.fraleigh@gmail.com>; Margaret Ann Holcomb <sunflowerwicks@gmail.com>; ejanescroggs@att.net; Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: RE: Need two more City Council members to support our appeal

Mr. Pennington,

The appeal request for CUP-2023-0043: Conditional Use Permit (435 N. OLIVER AVE/ KING INVESTMENTS OF FAYETTEVILLE LLC, 482) has the support of three City Council Members (Turk / Berna / Moore).

Please provide verification that this appeal meets all requirements to be heard by the City Council.

Thank you.

Regards,

Jackson Shelton
Office of the City Clerk Treasurer

Senior Deputy Clerk
City of Fayetteville, Arkansas
113 West Mountain St
Fayetteville, AR 72701

jshelton@fayetteville-ar.gov

Office Phone – 479-575-8310

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



**CITY OF
FAYETTEVILLE
ARKANSAS**

From: Turk, Teresa <teresa.turk@fayetteville-ar.gov>

Sent: Wednesday, May 3, 2023 10:19 AM

To: Shelton, Jackson <jshelton@fayetteville-ar.gov>; Ethel C. Simpson <esimpson@uark.edu>; Moore, Sarah <sarah.moore@fayetteville-ar.gov>; Lisa Orton <lisa_m_orton@yahoo.com>; Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>; Mayor <Mayor@fayetteville-ar.gov>

Cc: Barbara Fraleigh <barbara.fraleigh@gmail.com>; Margaret Ann Holcomb <sunflowerwicks@gmail.com>; ejanescroggs@att.net; Williams, Kit <kwilliams@fayetteville-ar.gov>

Subject: Re: Need two more City Council members to support our appeal

Hi Jackson,

Thank you so much for your email. I will definitely be supporting the CUP appeal.

Teresa

From: Shelton, Jackson <jshelton@fayetteville-ar.gov>

Sent: Wednesday, May 3, 2023 10:06 AM

Ethel Simpson
409 N Oliver Avenue
Fayetteville AR72701

From: Moore, Sarah <sarah.moore@fayetteville-ar.gov>
Sent: Wednesday, May 3, 2023 8:59 AM
To: Lisa Orton <lisa_m_orton@yahoo.com>; CityClerk <cityclerk@fayetteville-ar.gov>; Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>; Berna, Scott <scott.berna@fayetteville-ar.gov>; Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>; Turk, Teresa <teresa.turk@fayetteville-ar.gov>; Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>; Mayor <Mayor@fayetteville-ar.gov>
Cc: Barbara Fraleigh <barbara.fraleigh@gmail.com>; Margaret Ann Holcomb <sunflowerwicks@gmail.com>; Lisa Orton <lisa_m_orton@yahoo.com>; Ethel C. Simpson <esimpson@uark.edu>; ejanescroggs@att.net; Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Re: Need two more City Council members to support our appeal

You don't often get email from sarah.moore@fayetteville-ar.gov. [Learn why this is important](#)

I will support this appeal request.

Thank you

--

Sarah Moore
Fayetteville City Council, Ward 2
sarah.moore@fayetteville-ar.gov
479.263.6629

From: Lisa Orton <lisa_m_orton@yahoo.com>
Date: Tuesday, May 2, 2023 at 5:10 PM
To: CityClerk <cityclerk@fayetteville-ar.gov>, Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>, Jones, D'Andre <dandre.jones@fayetteville-ar.gov>, Moore, Sarah <sarah.moore@fayetteville-ar.gov>, Wiederkehr, Mike <mike.wiederkehr@fayetteville-ar.gov>, Berna, Scott <scott.berna@fayetteville-ar.gov>, Bunch, Sarah <sarah.bunch@fayetteville-ar.gov>, Turk, Teresa <teresa.turk@fayetteville-ar.gov>, Hertzberg, Holly <holly.hertzberg@fayetteville-ar.gov>, Mayor <Mayor@fayetteville-ar.gov>
Cc: Barbara Fraleigh <barbara.fraleigh@gmail.com>, Margaret Ann Holcomb <sunflowerwicks@gmail.com>, Lisa Orton <lisa_m_orton@yahoo.com>, Ethel C. Simpson <esimpson@uark.edu>, Jane Scroggs <ejanescroggs@att.net>, Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: Need two more City Council members to support our appeal

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.

Dear City Clerk and City Council members,

Please see the attached letter requesting an appeal of the Planning Commission's decision to approve CUP-2023-0043 located at 435 N. Oliver Ave. We already have the support of council member Teresa Turk. We need at least two more. Would you please consider supporting our request to appeal and let us know by Thursday, May 4, 2023? We need to get the final letter to the City by Friday.

Thank you so much for your consideration.

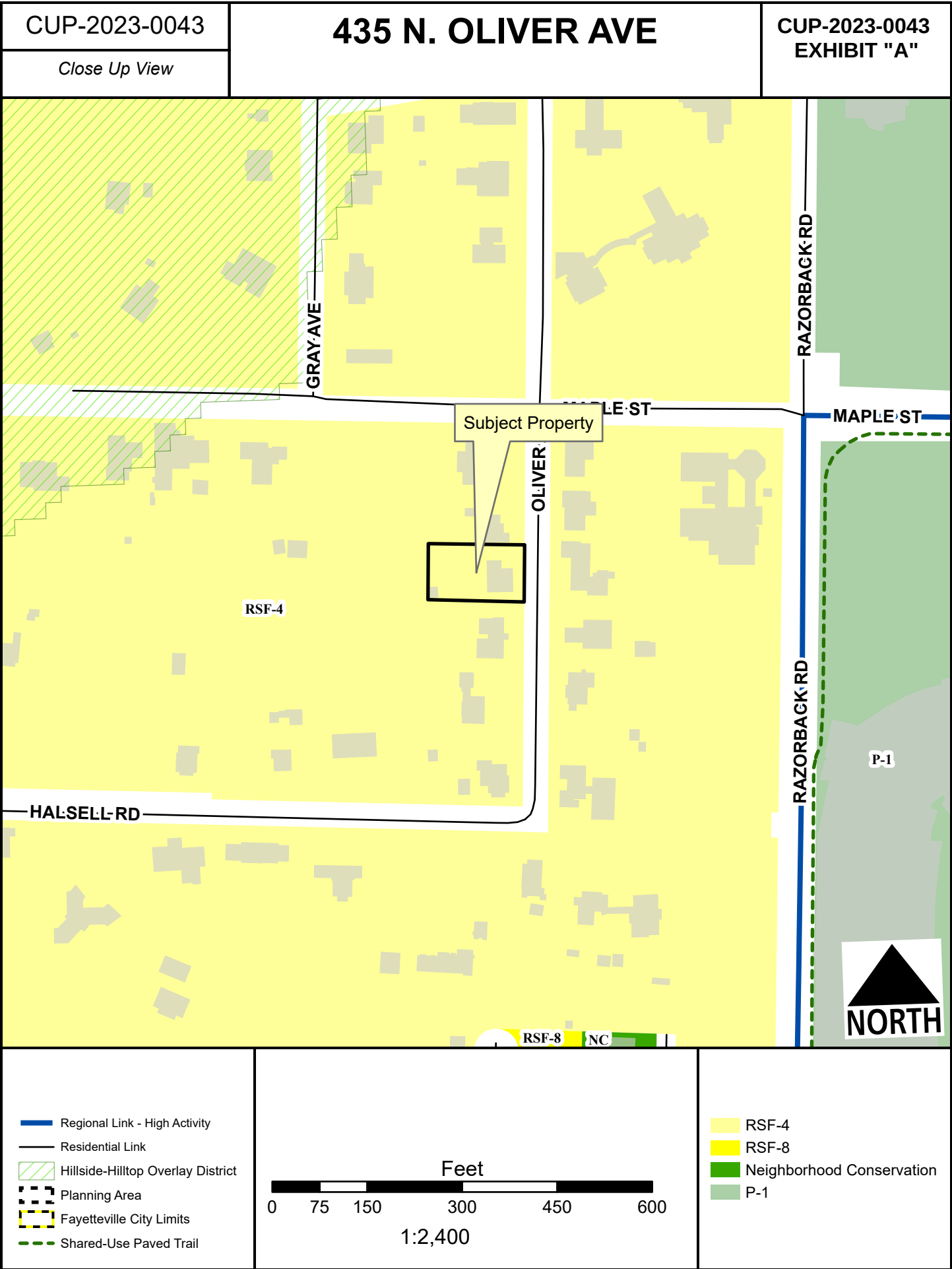


EXHIBIT: GRAVEL CODE CASE VIOLATION

Wonsower, Donna

From: Boyd, Melissa
Sent: Wednesday, May 17, 2023 4:45 PM
To: Sherrets, Kristin; Tamijani, Zak
Cc: Hyke, Bliss; Wonsower, Donna; Masters, Jessica; Pugh, Alan
Subject: RE: CUP-2023-0043 Surrounding Code Cases
Attachments: 435 Oliver

Kristin,

Based on the photos in the attached email from Ryan, there is a violation of UDC §169.03 on this property. Will you please put this in EnerGov?

Thank you,

Melissa Boyd, E.I.
Staff Engineer
Engineering Division
City of Fayetteville, Arkansas
T 479.444.3415
www.fayetteville-ar.gov



From: Boyd, Melissa
Sent: Wednesday, May 17, 2023 7:59 AM
To: Sherrets, Kristin <ksherrets@fayetteville-ar.gov>; Tamijani, Zak <ztamijani@fayetteville-ar.gov>
Cc: Hyke, Bliss <ehyke@fayetteville-ar.gov>; Wonsower, Donna <dwonsower@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RE: CUP-2023-0043 Surrounding Code Cases

I have Ryan going out there this morning to take photos/report back. I will follow up once I receive that information.

Thanks,

Melissa Boyd, E.I.
Staff Engineer
Engineering Division
City of Fayetteville, Arkansas
T 479.444.3415
www.fayetteville-ar.gov



EXHIBIT: GRAVEL CODE CASE VIOLATION

Wonsower, Donna

From: Trenholm, Ryan
Sent: Wednesday, May 17, 2023 2:51 PM
To: Boyd, Melissa
Subject: 435 Oliver
Attachments: IMG_0842.jpg; IMG_0841.jpg

Follow Up Flag: Follow up
Flag Status: Flagged

Attached you will find pictures of the backyard. It looks like they have put down a weed barrier and then placed the fines from base in the yard.

Thank you,
Ryan Trenholm
Public Works Inspector
Engineering Services
City of Fayetteville, Arkansas
Cell: (479)601-3512
<https://www.fayetteville-ar.gov>



EXHIBIT: GRAVEL CODE CASE VIOLATION

169.03 Review And/Or Permits Required; Exceptions

- (A) *Grading Review Required.* (Reference §166.02(E).)
- (1) When located within the Hillside/Hilltop Overlay District boundaries. Parcels of land divided by the Hillside/Hilltop Overlay District boundary shall only be subject to the requirements of this chapter on that portion of land lying within the boundary;
 - (2) Construction of greater than 1,200 square feet of impervious area on a single site;
- (B) *Grading Permit Required.* Unless exempted by §169.03(C), all grading, clearing, filling, excavation, or land alteration of any kind shall require:
- (1) Prior development approval as specified in Chapter 166, except for general grading to an existing developed site that does not impact trees or floodplains and does not significantly alter the natural landform;
 - (2) Construction of new impervious area greater than 10,000 square feet;
 - (3) A grading permit pursuant to this chapter; and
 - (4) An Arkansas Department of Environmental Quality Stormwater Construction Permit and incorporated Stormwater Pollution Prevention Plan, if required by state law.
- (C) *Exceptions to Permit Requirements.* Grading permits are not required for the following however the Minimum Erosion Control Requirements in §169.04 still apply:
- (1) *Excavation Below Finish Grade.* Excavations below finished grade for basements, swimming pools, hot tubs, septic systems, retaining walls under 4 feet in height, and like structures authorized by a valid building permit.
 - (2) *Cemetery Graves.* Cemetery graves.
 - (3) *Refuse Disposal.* Refuse disposal sites controlled by other regulations.
 - (4) Other minor fill, clearing or grading for maintenance purposes such as landscaping that do not require the use of heavy construction equipment, French drains, yard grading, maintenance, farming, gardens, and similar activities.
- (D) *Grading Permit Application and Approval.* No grading permit shall be issued until the Grading and Erosion & Sediment Control Plan, endorsed by an architect, landscape architect, or engineer licensed in the state of Arkansas, is approved by the City Engineer. A separate permit shall be required for each site. Grading permits may be issued jointly for parcels of land that are contiguous, so long as erosion control measures are in place until project completion. Any application for a required grading permit under this chapter shall be submitted concurrently with the application and calculations for a drainage permit if such a drainage permit is required by §170.03. Tree Preservation and Protection is required in accordance with Chapter 167.
- (E) *Permit Posted.* A copy of the grading permit cover page shall be posted at or near the street right-of-way line and shall be clearly visible from the street.

(Code 1991, §161.03; Ord. No. 3551, 6-5-91; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4113, §1, 8-18-98; Ord. No. 4313, 5-15-01; Ord. No. 4855, 4-18-06; Ord. No. 5336, 8-3-10; Ord. No. 5702, Repealed & Replaced Chp. 169, 8-5-14; Ord. No. 5945, §18, 1-17-17; Ord. No. 6061, §4, 4-17-18; Ord. No. 6446, §11(Exh. F), 6-15-21)

EXHIBIT: GRAVEL CODE CASE VIOLATION

From: esimpson@uark.edu

Sent: 4/24/2023 8:55:20 PM +00:00

To: agendaitemcomment@fayetteville-ar.gov

Subject: 435 N Oliver Av permit

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.

My neighbor reports that gravel is being unloaded behind the house at 435 Oliver, connecting to the Van Laningham property on the upper end of W. Maple. The King Investments of Fayetteville LLC have applied for a Conditional Use Permit to operate a Short Term Rental Type 2. It seems to me that such a Use would not require a parking lot since the house is of rather modest size and, according to the Investor, has room for cars to park off the street.

I wonder if the Conditional Use permit has already been granted, and how this new activity meshes with that request.

I object strongly to indifference, or worse, of “planners” who effect permanent damage to our neighborhood by permitting over-crowded houses sheltering visiting Razorback Rooters and the offspring of out-of-town “investors” seeking to accommodate crowds of undergraduates with large vehicles, overstuffed garbage bins, and noisy music.

Ethel Simpson
409 N Oliver Avenue
Fayetteville AR72701



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: April 24, 2023 **(Updated with results from Planning Commission)**

SUBJECT: **CUP-2023-0043: Conditional Use Permit (435 N. OLIVER AVE/ KING INVESTMENTS OF FAYETTEVILLE LLC, 482):** Submitted by KING INVESTMENTS OF FAYETTEVILLE LLC for property located at 435 N. OLIVER AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.31 acres. The request is to use the residence as a short-term rental.

RECOMMENDATION:

Staff recommends approval of **CUP-2023-0043** based on the findings in this report.

RECOMMENDED MOTION:

*"I move to approve **CUP-2023-0043 with conditions, determining:***

- In favor of compatibility with adjacent properties;*
- In favor of all other conditions as recommended by staff."*

BACKGROUND:

The subject property is in central Fayetteville approximately 500 feet northwest of Razorback Stadium. The parcel is zoned RSF-4, Residential Single-Family, Four (4) Units Per Acre. It is currently constructed with a 2,450 square foot single-family structure originally built in 1908 according to the Washington County Assessor. Portions of the parcel's edges have slopes above 15% but no other overlay districts or natural features apply. On April 20, 2021, City Council adopted an ordinance to regulate short-term rentals operating within its limits. On December 20, 2022, City Council amended the ordinance to enact new requirements for short-term rentals. This report reflects those new changes for consideration. Surrounding land use and zoning are depicted in *Table 1*.

Table 1

Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
South	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
East	Single-Family Residential/ Type 1 STR	RSF-4, Residential Single-Family, 4 Units per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre

City Plan 2040 Future Land Use Designation: **Residential Neighborhood**

Proposal: The applicant requests conditional use permit approval to use the property as a Type 2 short-term rental, which are those not occupied by a permanent resident. Type 2 short-term rentals are subject to density limitations, including a 2% citywide cap, and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

Public Comment: Staff has not received any public comment on the proposed request.

RECOMMENDATION: Staff recommends approval of **CUP-2023-0043** based on the findings in this report, with the following conditions.

Conditions of Approval:

1. **Planning Commission determination of compatibility.** *Staff finds the proposed short-term rental to be compatible with the neighborhood based on the findings in this report;*
2. Approval of the conditional use permit does not ensure approval of a business license application. The applicant must still be able to comply with all other applicable requirements in the development code.
3. Per §166.20, Expiration of Approved Plans and Permits, a business license must be obtained within 1 year of conditional use permit approval.
4. Per ordinance, the number of occupants is limited to a maximum of two people per bedroom, plus two, for the entire unit when the property is operated as a short-term rental.
5. Special events including, but not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars are prohibited from occurring in the short-term rental.
6. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.
7. All trash receptacles shall be screened from view of the right-of-way.
8. All outdoor lighting shall meet requirements as outlined in §176, Outdoor Lighting.
9. Any signage shall meet the requirements as outlined in §174, Signage.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date:	<u>April 24, 2023</u>	☐ Tabled	☒ Approved	☐ Denied	
Motion:	WINSTON	WITH ALL CONDITIONS AS RECOMMENDED BY STAFF			
Second:	MADDEN				
Vote:	8-1-0 (GARLOCK VOTED NO)				

FINDINGS OF THE STAFF

§163.02. AUTHORITY; CONDITIONS; PROCEDURES.

B. Authority; Conditions. The Planning Commission shall:

1. Hear and decide only such special exemptions as it is specifically authorized to pass on by the terms of this chapter.
2. Decide such questions as are involved in determining whether a conditional use should be granted; and,
3. Grant a conditional use with such conditions and safeguards as are appropriate under this chapter; or
4. Deny a conditional use when not in harmony with the purpose and intent of this chapter.

C. A conditional use shall not be granted by the Planning Commission unless and until:

1. A written application for a conditional use is submitted indicating the section of this chapter under which the conditional use is sought and stating the grounds on which it is requested.

Finding: The applicant has submitted a written application requesting a conditional use permit for a Type 2 short-term rental in the RSF-4 zoning district.

2. The applicant shall pay a filing fee as required under Chapter 159 to cover the cost of expenses incurred in connection with processing such application.

Finding: The applicant has paid the required filing fee.

3. The Planning Commission shall make the following written findings before a conditional use shall be issued:

(a.) That it is empowered under the section of this chapter described in the application to grant the conditional use; and

Finding: The Planning Commission is empowered under Unified Development Code §118.01(E)(2) to grant the requested conditional use permit.

(b.) That the granting of the conditional use will not adversely affect the public interest.

Finding: Staff finds that granting the requested conditional use is unlikely to negatively affect the public interest, given the applicable business license requirements including a required building safety inspection, and applicable density caps on Type 2 short-term rentals.

(c.) The Planning Commission shall certify:

- (1.) Compliance with the specific rules governing individual conditional uses; and

Finding: There are specific rules governing Short-Term Rentals, as follows:

§163.18 - SHORT-TERM RENTALS

A. General Standards.

(1) *Residential Zoning Districts.* Residential Zoning Districts. Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts: R-A, RSF-.5, RSF-1, RSF-2, RSF-4, RSF-7, RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NC. Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district. Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

Finding: The request is to operate a Type 2 Short-Term Rental, Use Unit 46, in RSF-4 zoning. Type 2 STRs require a conditional use permit in the RSF-4 zoning district.

(2) *Occupancy.* Maximum of two (2) people per bedroom, plus two (2), for the entire unit when operated as a short-term rental.

Finding: Occupancy is limited as described in UDC §163.18(B). Occupancy limitations are confirmed by the applicant during licensing. Since this residence contains four (4) bedrooms, occupancy will likely be limited to a maximum of ten (10) guests.

(3) *Parking.* Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.

Finding: Parking is limited as described in UDC §163.18(C). According to the applicant, the unit has three (3) off-street parking spaces available in the driveway. N. Oliver Ave. does not appear to have sufficient width to support on-street parking.

(4) Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.

Finding: The application letter suggests the property will comply with the City's regulations for a short-term rental. As a condition of approval, staff recommends a prohibition on special events.

(5) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

Finding: The application is for use of the property at 435 N. Oliver Ave. Staff recommends a condition confirming that no recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

(6) Exceptions. Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.

Finding: Type 2 short-term rentals are subject to a citywide density cap at 2% of total dwelling units, as determined by United States Census Bureau data. Recently released 5-year data from the 2021 list total housing units in Fayetteville at 44,706, which puts the cap at 894 total Type 2 short-term rentals. To date, there are 327 Type 2 short-term rental licenses that are subject to this cap. Hotel and motel uses are not permitted by right in the RSF-4, Residential Single-Family, Four (4) Units per Acre zoning district so this short-term rental will contribute to the city-wide density cap.

(7) Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

Finding: This short-term rental would be subject to all regulations in City Code §118.01 that apply to Type 2 short-term rentals in residential zoning districts. Applicable business licensing requirements will be reviewed by staff and confirmed by the applicant at the time of licensing.

(8) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

- 1) Adequate parking infrastructure;
- 2) Adequate adjoining or nearby streets for on-street parking;
- 3) Frequency or concentration of nearby licensed Type 2 short-term rentals; and
- 4} Prior zoning or code violations.

Finding: There appears to be adequate parking available to support the use of the property as a short-term rental based on the applicant's submittal. The unit has three (3) off-street parking spaces available in the driveway. N. Oliver Ave. does not appear to have sufficient width to support on-street parking. City business license records indicate one (1) other unit within a quarter-mile radius of the property has an active Type 2 short-term rental business licenses. No prior zoning or code violations have been reported at this location.

§163.02, AUTHORITY; CONDITIONS; PROCEDURES. (continued)

(2.) That satisfactory provisions and arrangements have been made concerning the following, where applicable:

- (a.) Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;

Finding: Staff finds the proposal is unlikely to negatively affect traffic flows given the availability of on-site parking and proximity of amenities such as Razorback Stadium within a walkable distance of the residence. The impact as a short-term rental would not be out of character if the property were to be used as a long-term residential unit.

- (b.) Off-street parking and loading areas where required, with particular attention to ingress and egress, economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district;

Finding: The dwelling has three (3) off-street parking spots available via the driveway accessing off N. Oliver Ave. The short-term rental ordinance limits the number of guest vehicles to the maximum number of vehicles as allowed by the underlying zoning district.

- (c.) Refuse and service areas, with particular reference to ingress and egress, and off-street parking and loading,

Finding: The applicant proposes to utilize existing residential trash cart service. Staff recommends that the containers should be screened from public view when not at the curb for residential pick-up.

- (d.) Utilities, with reference to locations, availability, and compatibility;

Finding: Utilities are currently available to the site, and the use as a short-term rental is not anticipated to impact the provision of utilities.

- (e.) Screening and buffering with reference to type, dimensions, and character;

Finding: Staff recommends that residential carts be screened so that they are not visible from the public right-of-way.

- (f.) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

Finding: Any proposed signage will be subject to Unified Development Code section 174 – Signs, and all the regulations therein.

- (g.) Required yards and other open space; and

Finding: Based on the applicant's submittal, the structure is meeting relevant setbacks.

- (h.) General compatibility with adjacent properties and other property in the district.

Finding: Staff finds the use to be compatible with the surrounding residential properties. The property is surrounded by residential uses, and short-term rentals are permitted by right in the RSF-4 zoning district. There appears to be adequate parking to accommodate the number of permitted guests, and staff does not anticipate any adverse traffic impacts with this request. The RSF-4 zoning district does not allow hotel/motel uses by right, so this short-term rental would contribute to the city-wide density cap.

- (i.) General compatibility with the goals and intent of the city's adopted land-use, transportation, and other strategic plans.

Finding: Staff finds the use to be compatible with the surrounding properties. While the residences along N. Oliver Ave. are all detached single-family dwellings, the property is less than 500 feet away from Razorback Stadium, a heavy tourism and hotel use driver. Staff finds the proposal to be a request for appropriate location for a short-term rental unit.

BUDGET/STAFF IMPACT:

None

Attachments:

- Business Regulations
 - §118.01 Applicability
- Unified Development Code
 - §163.18 Type 2 Short-Term Rentals in Residential Zoning Districts
 - §161.07 District RSF-4, Residential Single-Family, Four (4) Units Per Acre
- Applicant Request Letter
- Site Plan
- Floor Plans
- Elevations
- Public Comment
- One Mile Map
- Close-Up Map
- Current Land Use Map
- STRs within ¼ Mile Map

118.01 Applicability

- (E) *Short-Term Rentals.* A residential dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit, leased and/or rented to a guest(s), for a period of less than thirty consecutive (30) days.
- (1) *Short-Term Rental, Type 1.* A short-term rental where the principal use of the property remains as a full-time residence. The occupants or owner rent their primary residence as a short-term rental. A copy of the Homestead Tax Credit or long-term lease agreement for the subject property is required to be classified as a Type 1 rental. The occupant or owner must occupy the residence for nine (9) months of the year. Accessory dwelling units (ADUs) as defined in Unified Development Code Chapter 151 shall be considered a Type 1 short-term rental.
 - (2) *Short-Term Rental, Type 2.* A short-term rental that is not occupied by a permanent resident. The owner lists this property full-time as a short-term rental and has no intention of having permanent residents living in the property. A conditional use permit is required for a Type 2 short-term rental in a residential zoning district prior to the city issuing a business license.
 - (3) *License Required.* No dwelling unit in the city shall be used as a short-term rental unless:
 - (a) The owner of the dwelling unit or operator of the short-term rental possess a valid and current business license for the dwelling unit, and fully complies with all legal requirements and duties imposed herein with respect to each and every short-term rental; and
 - (b) The owner has designated an agent, where said agent fully complies with all legal requirements and duties imposed herein with respect to every short-term rental. The owner may serve as their own agent.
 - (c) The owner of the dwelling unit or operator of the short-term rental provides proof of a valid and current homeowners insurance rider policy which fully covers each unit when operated as short-term rental unit.
 - (4) A separate business license shall be required for each dwelling unit used as a short-term rental.
 - (5) Any change in ownership requires a new or amended business license.
 - (6) If any required contact information changes for the associated business license, the person to whom the license was issued shall immediately notify the Development Services Department in writing.
 - (7) *License Application.* The application for a business– license shall include at minimum, the following information from applicants:
 - (a) The property owner's information including legal name, mailing address, immediate contact phone number, and immediate contact E-mail address.
 - (b) Information for the dwelling unit subject to the application, inclusive of the physical street address assigned by the city.
 - (c) The type and total number of dwelling units located on the lot of record containing the dwelling unit subject to the application.
 - (d) If the owner is not their own agent, the owner designated agent's information including legal name, mailing address, immediate contact phone number and immediate contact E-mail address.
 - (e) Documentation of approval of a life safety and egress inspection by the City Building Safety Division for the dwelling unit subject to the application.
 - (f) Proof of application for remittance of hotel, motel and restaurant tax to the City of Fayetteville, and verification that all sales, use, and hotel, motel and restaurant taxes are current.
 - (g) Any additional data as deemed necessary or desirable for permit approval by the Development Services Director.
 - (8) *License Renewals.* Business licenses for short-term rentals shall be renewed in accordance with Chapter 118 of the Business Regulations (Business Registry and Licenses).
 - (11) *Legal Duties of License Holders.* An owner possessing a short-term rental license shall comply at all times with the following requirements:
 - (a) *Occupancy.* Short-term rentals shall be subject to, and may not exceed, the occupancy limits approved with the business license.
 - (b) *Advertisements.* A short-term rental shall not be advertised if it violates occupancy, density, safety, and any of the other provisions of the Fayetteville Code. No short-term rental unit shall be advertised prior to having obtained a business license and the business license number shall be included in the advertisement listing.
 - (c) *Information and Posting.* Business licensees shall provide to guests and post conspicuously in the common area of the short-term rental unit the city phone number to report a safety complaint.
 - (10) *Owner or Agent Accessibility.* The property owner shall ensure that they or a designated agent are available at all times during guest occupancy, including nights and weekends, in order to facilitate compliance with

this section. For the purposes of these regulations, 'availability' means that the owner or agent is accessible by telephone, and, able to be physically present at the short-term rental within three (3) hours of being contacted.

- (11) *Guest Records.* The owner shall maintain summary guest registration records, which shall contain the actual dates of occupancy, total number of guests per party per stay, and the rate(s) charged, but shall not contain any personally identifiable information about guests. Such records shall be maintained for three (3) years and shall be provided to the City upon request.
 - (12) *Health and Safety.* The owner shall ensure that each dwelling unit governed by this section complies with the applicable provisions of the Unified Development Code Chapter 173, Building Regulations.
 - (13) *Criminal Activity.* The owner shall timely report any known or reasonably suspected criminal activity by a guest to the Fayetteville Police Department within twelve (12) hours maximum.
 - (14) *Taxes and Fees.* Except for those instances in which a hosting platform bears the responsibility for collecting and remitting taxes and fees applicable to short-term rentals, the property owner shall timely remit in full Fayetteville Hotel, Motel and Restaurant tax and other applicable local, state, and federal taxes and city fees owed in connection with any short-term rental. The failure of a hosting platform to collect and remit taxes and fees shall not relieve an owner of the obligation to pay taxes and fees owed pursuant to this section.
 - (15) *Authorization to Occupy, Use, and Operate.* Authorization to operate a short-term rental may be granted by the Development Services Director through the issuance of a City of Fayetteville Business Registry and License (Business License).
 - (16) *Density For Type 2 Short-Term Rentals.* A city-wide density cap of 2% of all dwelling units in the Fayetteville city limits may be utilized as Type 2 rentals. Total dwelling units are determined from current United States Census Bureau and/or American Community Survey numbers, whichever number is higher. A conditional use permit may not permit:
 - (a) More Type 2 short-term rentals than what is allowed by the city-wide density cap. Type 2 short-term rentals in commercial and mixed-use zoning districts where hotel/motels are permitted by right shall not contribute to the city-wide density cap.
 - (b) More than 10% or a single unit whichever is greater; of total dwelling units as Type 2 rentals within a multi-family dwelling complex.
 - (c) Individual 2-, 3- and 4-family buildings that are owned by the same person or entity and are not a part of a multi-family complex shall have no more than one (1) Type 2 short-term rental unit per building complex.
 - (d) Where attached residential units are held separately through condominium association, horizontal property regime, fee simple, or similar ownership structure, no cap shall be applied to buildings with attached residential dwellings. Structures of attached residential dwellings where applicants seek more than 10% of total units for licensing as Type 2 rentals shall be evaluated by the Building Safety Director and/or Fire Marshal for adequate fire protection as defined by the adopted Arkansas Fire Prevention Code. Where inadequate fire protection is identified, improvements may be required prior to issuance of a business license.
 - (17) *Suspension and Revocation.* If the Development Services Director has reason to believe that any of the grounds specified in §118.03(A) of the Fayetteville Code exist, or that any rental unit was rented for less than one (1) full night, or to more than one (1) part of guests for the same period of time, or otherwise failed to comply with all terms and conditions of this section, the Development Services Director may suspend or revoke the short-term rental's business license pursuant to the procedures detailed in §118.03 and in §118.04 of the Fayetteville Code.
 - (20) Short-term rentals must comply with all applicable codes under Unified Development Code §163.18 and § 164.26 successfully obtain a business license prior to operation.
- (Ord. No. 6427 , §§1(Exh. A), 2, 4-20-21; Ord. No. 6505 , §1(Exh. A), 11-16-21; Ord. No. 6521 , §§1, 2, 1-18-22; Ord. No. 6537 , §1(Exh. A), 2-15-22)

163.18 Type 2 Short-Term Rentals in Residential Zoning Districts

- (A) *Residential Zoning Districts.* Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts:

- 1) R-A
- 2) RSF-.5
- 3) RSF-1
- 4) RSF-2
- 5) RSF-4
- 6) RSF-7
- 7) RSF-8
- 8) RSF-18
- 9) RI-12
- 10) RI-U
- 11) RMF-6
- 12) RMF-12
- 13) RMF-18
- 14) RMF-24
- 15) RMF-40
- 16) NC

Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district.

Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

- (B) *Occupancy.* Maximum of two (2) people per bedroom, plus two (2), for the entire unit when operated as a short-term rental.
- (C) *Parking.* Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.
- (D) Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.
- (E) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.
- (F) *Exceptions.* Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.
- (G) Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.
- (H) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:
- 1) Adequate parking infrastructure;
 - 2) Adequate adjoining or nearby streets for on-street parking;
 - 3) Frequency or concentration of nearby licensed Type 2 short-term rentals; and
 - 4) Prior zoning or code violations

(Ord. No. 6427 , §§1(Exh. E), 2, 4-20-21; Ord. No. 6505 , §2(Exh. B), 11-16-21; Ord. No. 6537 , §2(Exh. B), 2-15-22)

161.07 District RSF-4, Residential Single-Family - Four (4) Units Per Acre

(A) *Purpose.* The RSF-4 Residential District is designed to permit and encourage the development of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cluster Housing Development

(C) *Density.*

	Single-family dwellings	Two (2) family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and Area Regulations.*

	Single-family dwellings	Two (2) family dwellings
Lot minimum width	70 feet	80 feet
Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet
Hillside Overlay District Lot minimum width	60 feet	70 feet
Hillside Overlay District Lot area minimum	8,000 square feet	12,000 square feet
Land area per dwelling unit	8,000 square feet	6,000 square feet

(E) *Setback Requirements.*

Front	Side	Rear
15 feet	5 feet	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories
-------------------------	-----------

(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625, §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

Request Letter – March 8, 2023

To Whom It May Concern:

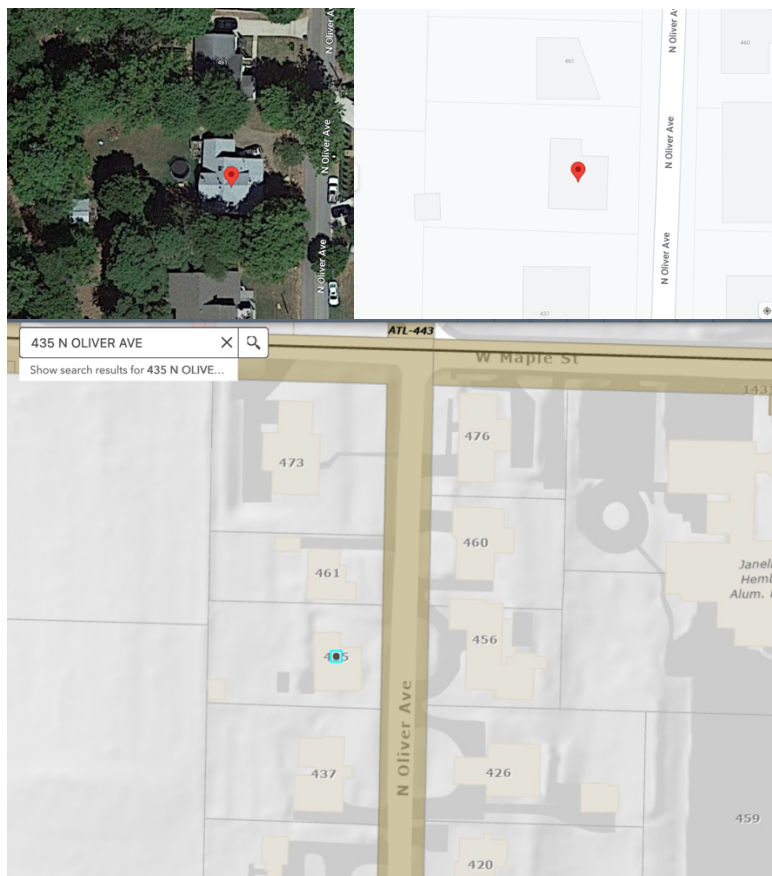
We are requesting a Conditional Use Permit – General for the purpose of applying for a license to operate a Short Term Rental Type 2 in Fayetteville, Arkansas.

- The home address is 435 North Oliver Ave, Fayetteville, Arkansas 72701
- It is a 4 bedroom 2 ½ bath home that is approximately 2,450 square feet
- There are 3 off-street parking spaces provided

Pictures that follow of elevations of the home as well as parking reflected:



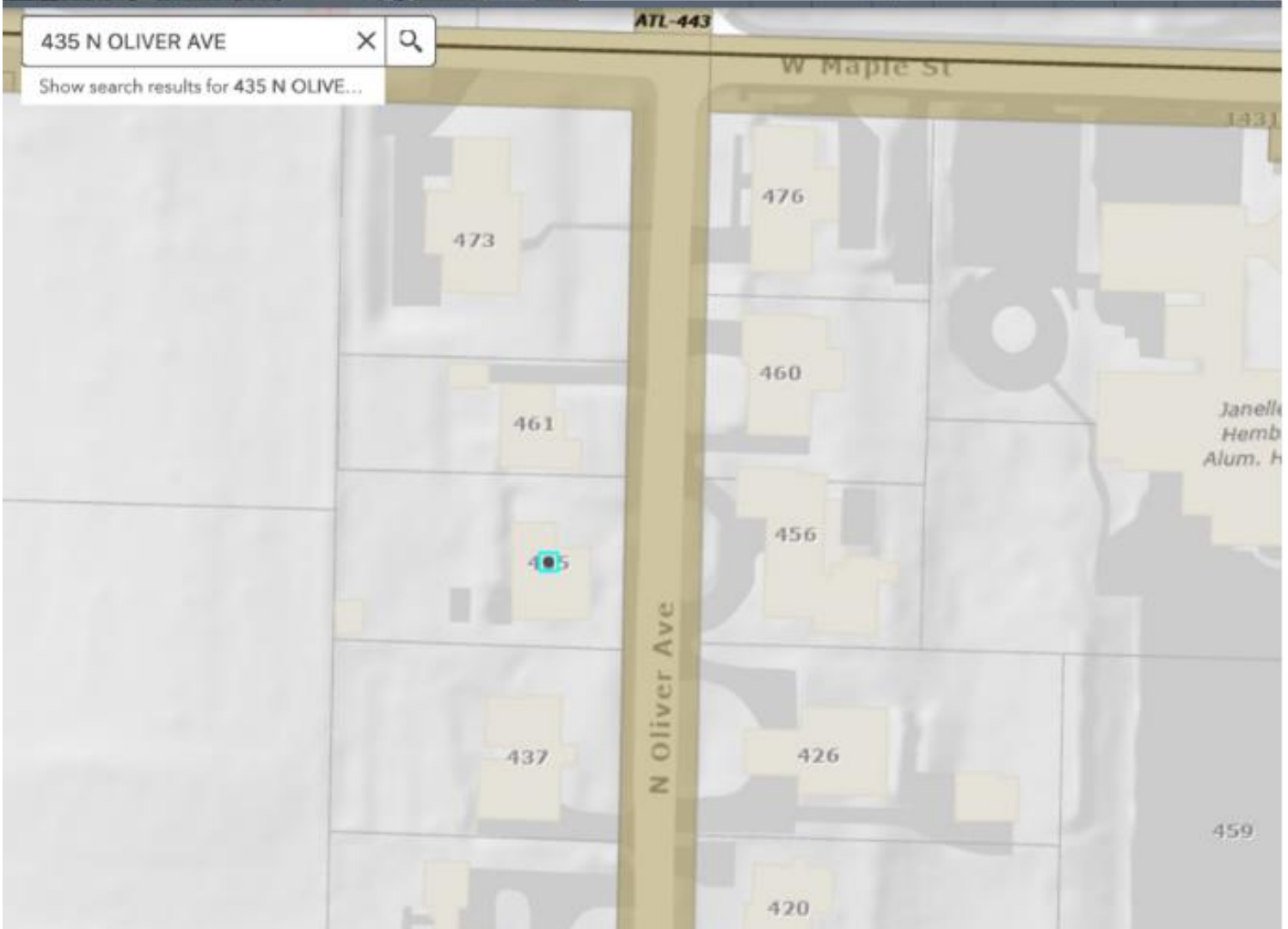
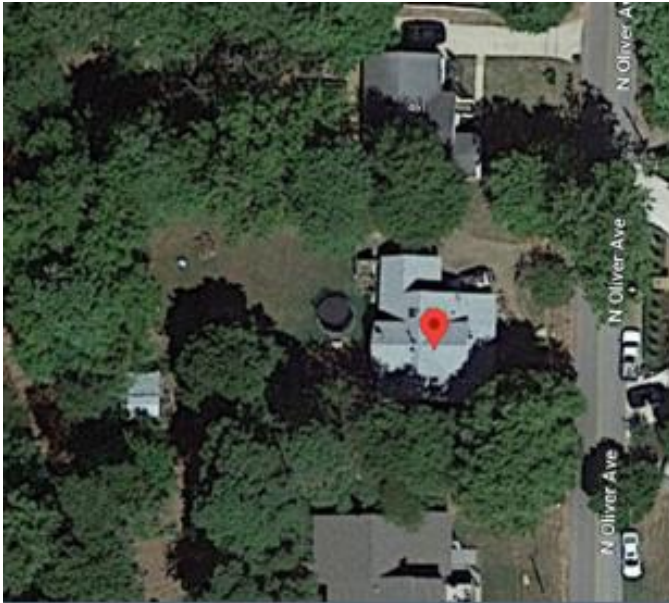
Pictures follow of aerial as well as lot lines:



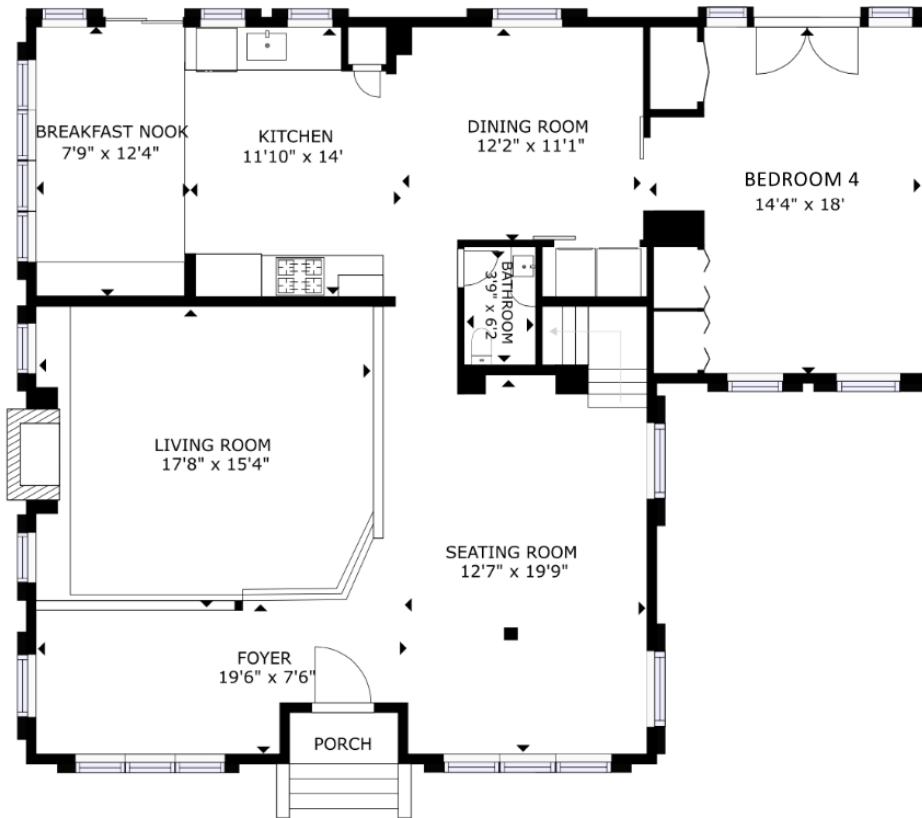
Regards,

Pam King
King Investments of Fayetteville, LLC

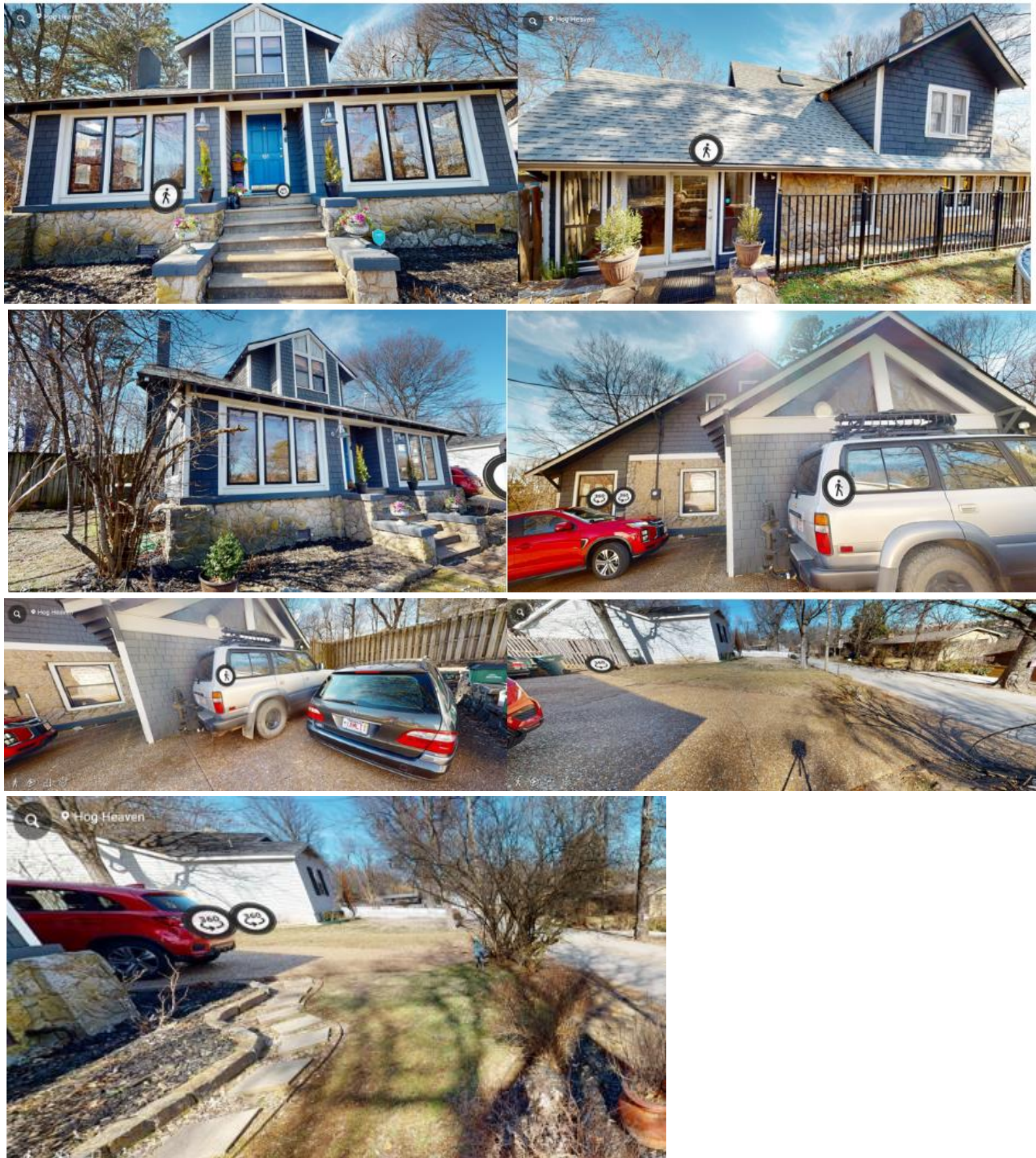
APPLICANT EXHIBIT: SITE PLAN



APPLICANT EXHIBIT: FLOOR PLAN



APPLICANT EXHIBIT: EXTERIOR PHOTOS



Wonsower, Donna

From: Planning Shared
Sent: Monday, April 24, 2023 1:43 PM
To: Wonsower, Donna
Subject: FW: CUP for Oliver Street

For you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Barbara Fraleigh <barbara.fraleigh@gmail.com>
Sent: Monday, April 24, 2023 1:34 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: CUP for Oliver Street

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.

Dear Donna,

Thank you for visiting with me this morning regarding my concerns with the CUP on Oliver Street.

There are 12 homes on this block of Oliver.

Currently, three are being used as student rentals - and at times over-occupied. We have had years of issues with parking on the street, even though it is posted as "No Parking for Entire Block".

Five other homes are being used as short-term rentals, at least for part of the year.

Only three of the homes are permanent full-time residences.

The integrity of the neighborhood is important. Approving this CUP would further erode the neighborhood. The Oliver house has limited parking and as noted above, there is no street parking.

I request that this CUP be denied.

Respectfully submitted,
Barbara Fraleigh

--

Barbara Fraleigh
1624 W. Halsell Road

Wonsower, Donna

From: Curth, Jonathan
Sent: Monday, April 24, 2023 4:36 PM
To: Wonsower, Donna; Masters, Jessica
Subject: FW: 435 N Oliver Av permit

Importance: High

Donna & Jessie,

This appears to be regarding CUP-2023-0043. From my perspective, and assuming you do not know about the issue already, this could merit a recommendation to table and investigate.

Thanks,

Jonathan Curth, AICP

Development Services Director
Development Services Department
City of Fayetteville, Arkansas
jcurth@fayetteville-ar.gov
479.575.8308

[Website](#) | [Facebook](#) | [Twitter](#) | [Youtube](#)

From: Agenda Item Comment <agendaitemcomment@fayetteville-ar.gov>
Sent: Monday, April 24, 2023 3:55 PM
To: esimpson@uark.edu
Cc: Agenda Comment Forward <agendaforward@fayetteville-ar.gov>
Subject: 435 N Oliver Av permit

Thank you for submitting a public comment to the City Council Members and Mayor Lioneld Jordan. Once your comment has been received by the City Clerk's office it will be associated with an agenda item, archived and posted to the City's website. You can locate your comment by clicking the link below.

[City Council – 2023 Public Comments Received](#)

You can locate the Council Member's contact information below for your Ward if you would like to contact them directly.

[City of Fayetteville – Council Members](#)

Thank you,

Office of the City Clerk Treasurer

113 W. Mountain Street, Suite 308
City of Fayetteville, Arkansas
479.575.8323
cityclerk@fayetteville-ar.gov

From: esimpson@uark.edu
Sent: 4/24/2023 8:55:20 PM +00:00
To: agendaitemcomment@fayetteville-ar.gov
Subject: 435 N Oliver Av permit

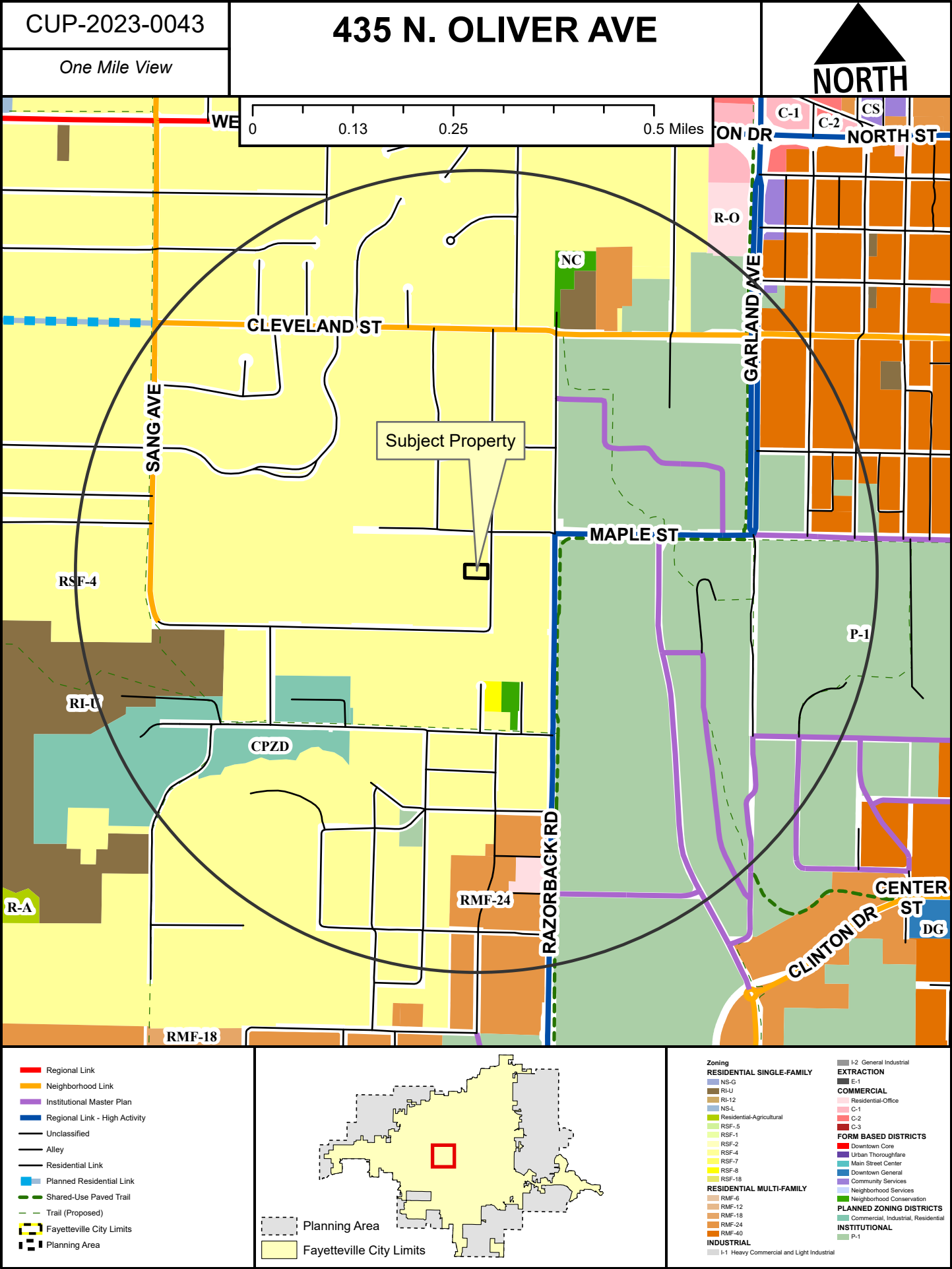
CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

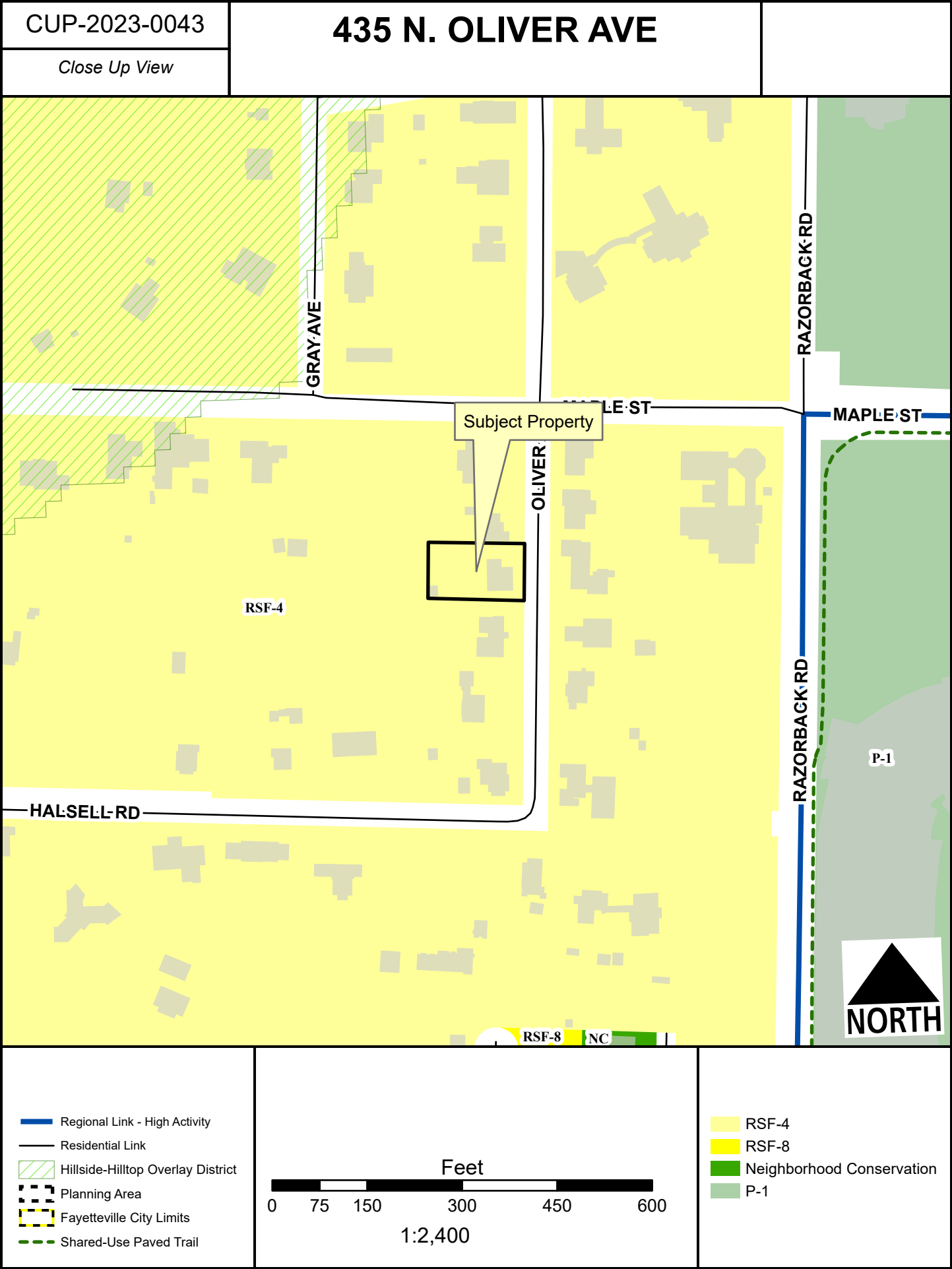
My neighbor reports that gravel is being unloaded behind the house at 435 Oliver, connecting to the Van Laningham property on the upper end of W. Maple. The King Investments of Fayetteville LLC have applied for a Conditional Use Permit to operate a Short Term Rental Type 2. It seems to me that such a Use would not require a parking lot since the house is of rather modest size and, according to the Investor, has room for cars to park off the street.

I wonder if the Conditional Use permit has already been granted, and how this new activity meshes with that request.

I object strongly to indifference, or worse, of “planners” who effect permanent damage to our neighborhood by permitting over-crowded houses sheltering visiting Razorback Rooters and the offspring of out-of-town “investors” seeking to accommodate crowds of undergraduates with large vehicles, overstuffed garbage bins, and noisy music.

Ethel Simpson
409 N Oliver Avenue
Fayetteville AR72701

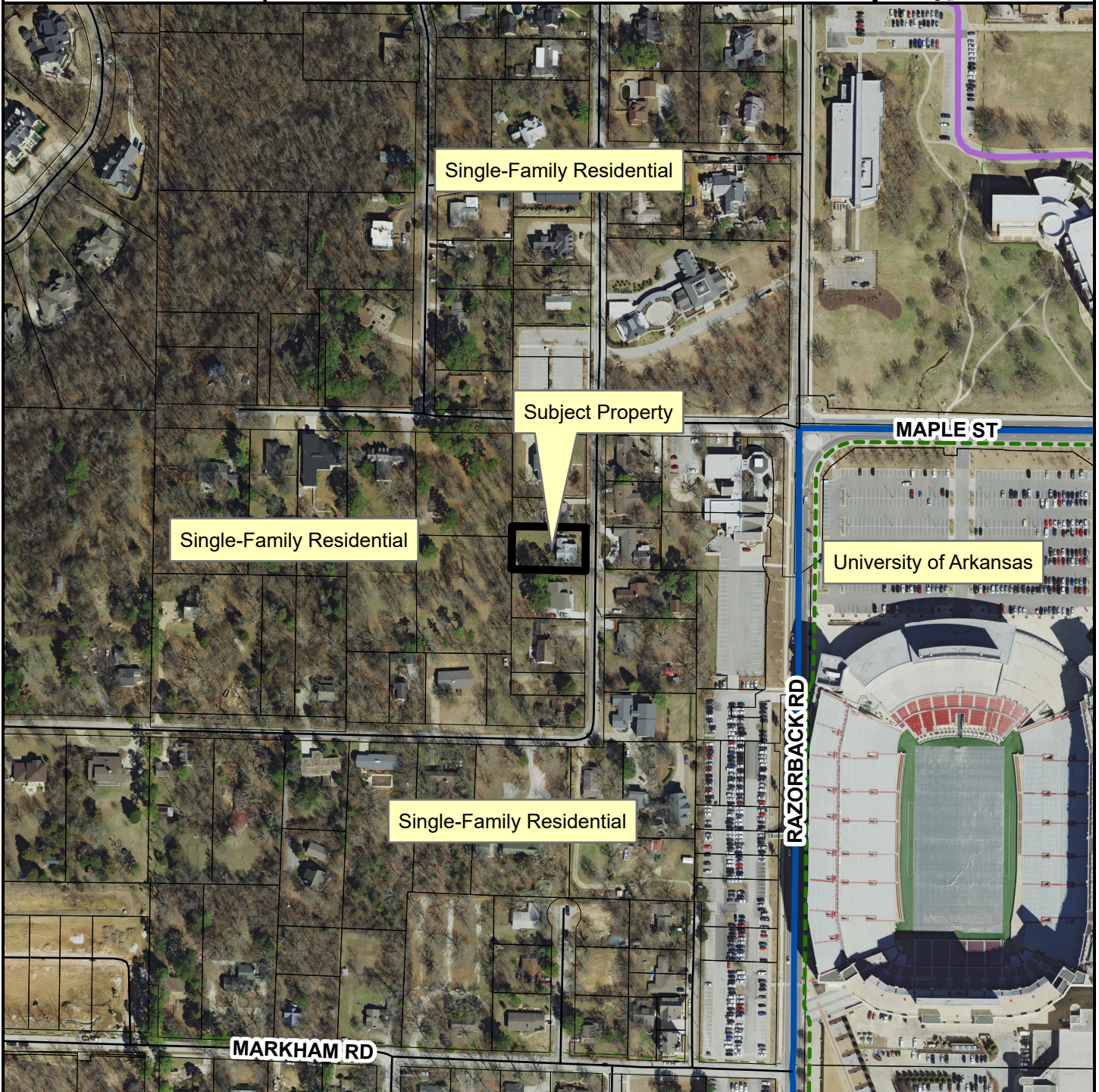




CUP-2023-0043

435 N. OLIVER AVE

Current Land Use



- Institutional Master Plan
- Regional Link - High Activity
- Alley
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

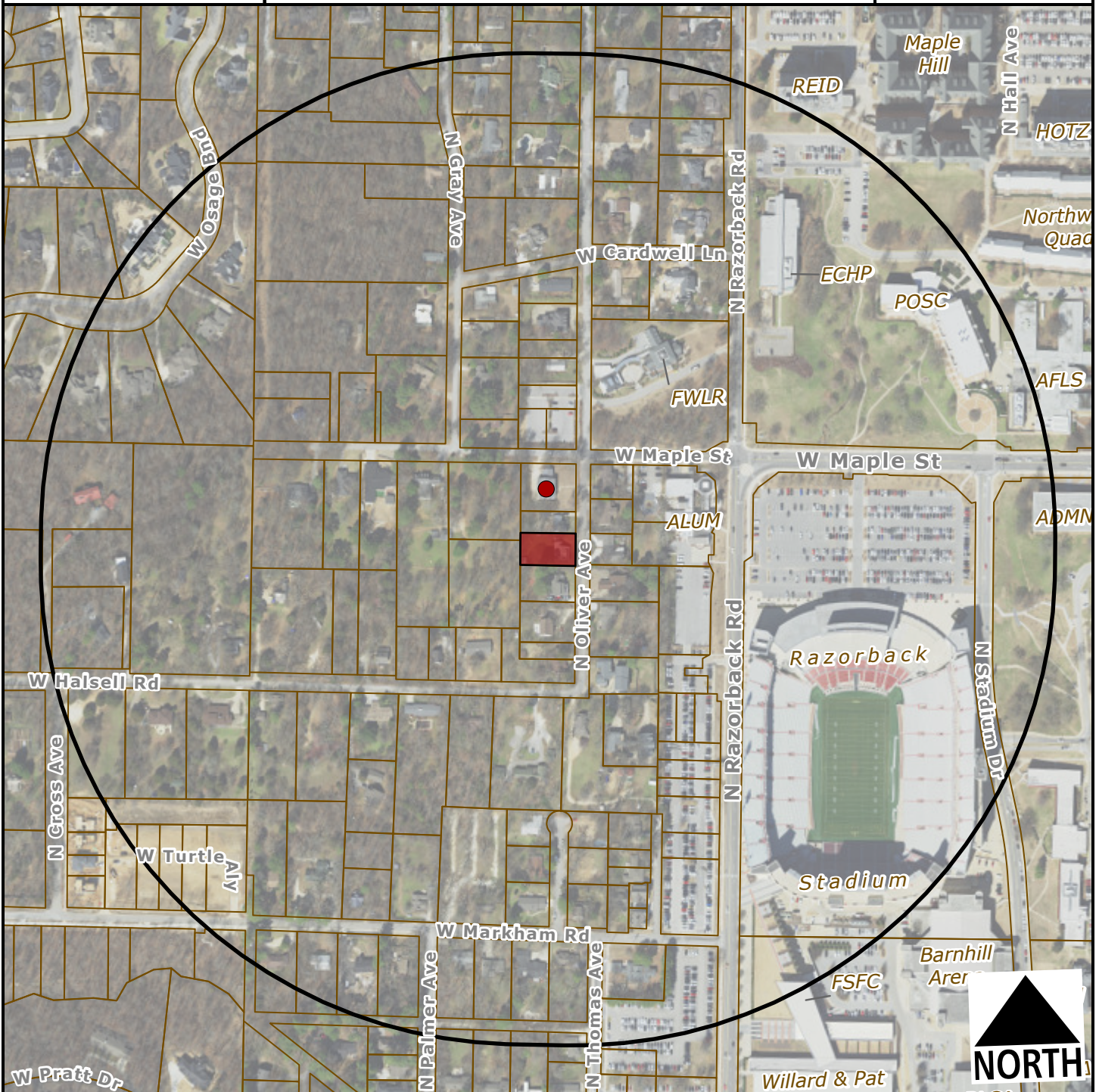
Planning Commission

April 24, 2023

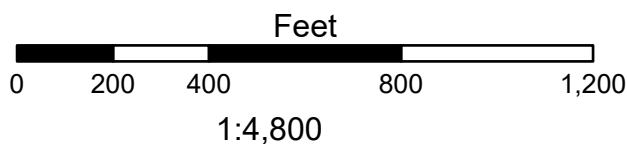
CUP-2023-0043

435 N. OLIVER AVE

STRs Within 1/4 Mile



-  Subject Property
-  Short Term Rental, Type 2



Number of STR Licenses

Contributing to 1
2% density cap

NOT 0
contributing to
2% density cap

Total 1

Planning Commission

April 24, 2023



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU:
FROM: Kit Williams, City Attorney
DATE:
SUBJECT: Funding for Arts and Culture Master Plan

RECOMMENDATION:

Council Member Harvey is sponsoring a resolution to approve funding in the amount of \$200,000.00 to develop an Arts and Culture Master Plan, and to approve a budget adjustment.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

Budget Adjustment in the amount of \$200,000.00 attached.

ATTACHMENTS: Agenda Request - Council Member Harvey - Arts & Culture Master Plan, Staff Memo-Arts and Culture Plan Funding, BA Arts and Culture Master Plan



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-789

Funding for Arts and Culture Master Plan

A RESOLUTION TO APPROVE FUNDING OF \$200,000.00 TO DEVELOP AN ARTS AND CULTURE MASTER PLAN AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City of Fayetteville has long supported local production of cultural arts including funding the multimillion dollar construction of the Walton Arts Center in cooperation with the University in 1992 and its recent multimillion dollar enlargement and enhancement; and

WHEREAS, the citizens of Fayetteville approved a bond issue of over thirty million dollars to fund the Cultural Arts Corridor improvements in 2019; and

WHEREAS, the need for the creation of an Arts and Culture Master Plan was identified by the City Administration as a priority in 2020 and specifically recommended by the Parks System Master Plan adopted by the City Council in February of 2023.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby recognizes the need and benefit to our citizens to create an Arts and Culture Master Plan, authorizes Mayor Jordan to engage a qualified consultant to create this Plan, and approves a budget adjustment in the amount of \$200,000.00 to fund the creation of the Arts and Culture Master Plan.

AGENDA REQUEST FORM

FOR: Council Meeting of June 6, 2023

FROM: Council Member Sonia Harvey

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO APPROVE FUNDING OF \$200,000.00 TO DEVELOP AN
ARTS AND CULTURE MASTER PLAN AND TO APPROVE A BUDGET
ADJUSTMENT

APPROVED FOR AGENDA:

Approved by email

May 18, 2023

City Council Member

Sonia Harvey



May 18, 2023

Fayetteville City Attorney

Kit Williams

Approved as to form

Williams, Kit

From: Harvey, Sonia
Sent: Thursday, May 18, 2023 11:38 AM
To: Williams, Kit; Bell, Joanna; Jumper, Alison
Cc: Pennington, Blake
Subject: Re: Resolution for Arts and Culture Master Plan for 6/6

This looks excellent. I approve and appreciate everyone's work.

Sonia Harvey
Fayetteville City Council Member
Ward 1, Position 1
(479) 409-5064

Report a concern with SeeClickFix:
<https://www.fayetteville-ar.gov/4233/Report-a-Concern-with-SeeClickFix>
Speak up on City projects:
<https://speakup.fayetteville-ar.gov/>
Voice your feedback to the entire Council and Mayor by emailing:
agendaitemcomment@fayetteville-ar.gov

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Sent: Thursday, May 18, 2023 11:34:02 AM
To: Bell, Joanna <jbell@fayetteville-ar.gov>; Jumper, Alison <ajumper@fayetteville-ar.gov>; Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>
Cc: Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: RE: Resolution for Arts and Culture Master Plan for 6/6

Sonia,

Attached are the proposed resolution, the memo from Joanna and the budget adjustment secured by Allison. Please review and let me know if the resolution meets your approval. If so, we can get this through the legislative system today.

Kit

From: Bell, Joanna <jbell@fayetteville-ar.gov>
Sent: Wednesday, May 17, 2023 11:56 AM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>; Jumper, Alison <ajumper@fayetteville-ar.gov>; Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>
Cc: Becker, Paul <pbecker@fayetteville-ar.gov>; CityClerk <cityclerk@fayetteville-ar.gov>; Pennington, Blake <bpennington@fayetteville-ar.gov>
Subject: RE: Resolution for Arts and Culture Master Plan for 6/6

Hi Kit,

Please see the background memo attached. Feel free to edit as necessary, or let me know if another format is more appropriate.

Thanks!



TO: Mayor Lioneld Jordan

THRU: Susan Norton, Chief of Staff
Alison Jumper, Director Parks, Natural Resources and Cultural Affairs

FROM: Joanna Sheehan Bell, Arts and Culture Director

DATE: May 17, 2023

SUBJECT: Funding Request for an Arts and Culture Master Plan

RECOMMENDATION:

The arts and culture sector in Fayetteville plays a vital role in our local economy and community's vibrancy. Funding of \$200,000 to develop an Arts and Culture Master Plan that will strategically enhance and support this sector.

BACKGROUND:

Fayetteville has a strong history of supporting the arts, including the collaboration for the Walton Arts Center in 1992. As early as 2004, the Downtown Master Plan cited municipal action to foster the arts and culture ecosystem. This commitment was further reinforced in 2007 with the establishment of the Fayetteville Arts Council through an ordinance, which has since been updated and affirmed in 2010 and 2019. Arts and Culture have consistently featured prominently in various city planning documents, including those focused on economic development and the Welcoming Plan. This is in addition to the creation of the Cultural Arts District and The Ramble project to create connectivity in the sector. While the city's 2040 plan acknowledges cultural resources, it lacks a specific discussion of a strategy for the arts and culture sector. This gap emphasizes the pressing need to invest in a comprehensive plan to guide and advance this crucial sector. As such, the creation of the Arts and Culture Plan is directly recommended by the Parks System Master Plan adopted in February 2023.

The creation of an Arts and Culture Division and an Arts and Culture Plan was identified as an administration priority in early 2020, and the city created the full-time position of the Arts and Culture director in 2022. Leading the development and implementation of a Cultural Arts Master Plan for the City was the first priority of the job description developed for the position.

DISCUSSION:

A dedicated plan will provide clear direction for investing in the arts, promoting creativity, and nurturing cultural diversity in our city. It will guide resource allocation, identify new opportunities, and strengthen Fayetteville's cultural landscape. To develop this plan, we will engage a qualified consultant to conduct research, facilitate public meetings, and collaborate with city staff and stakeholders to develop strategies tailored directly to our city. The consultant will deliver a comprehensive plan aligning with our vision and priorities.

With an Arts and Culture Master Plan, we will position Fayetteville as a leader in arts and culture in the region (only Rogers has a plan in place as of this date), and thanks to our Municipal Arts Alliance partnership with CACHE we know that plans will also be created for Bentonville and Springdale in the next two years.

It will be of great value to have a robust Arts and Culture plan in place when the Upper Ramble opens in Fall 2024, so timing is a factor.

BUDGET/STAFF IMPACT:

This request will require the appropriation of \$200,000 from general reserves.

Regarding the budget rationale, Rogers spent approximately \$100,000 on their plan in 2019, and our aspirational/peer city of Charlotte, North Carolina contracted in 2022 for an extremely broad plan scope at \$480,000. We have intentionally scoped our plan proposal to be slightly more intensive, community driven, and collaborative than Rogers, and less broad than Charlotte's.

Attachments:

Budget Year	Division	Adjustment Number
2023	PARKS & RECREATION (520)	
	Requestor: Council Member Sonia Harvey	

Budget adjustment to request funds from General Fund Reserves (fund balance) for an Arts and Culture Master Plan. The creation of an Arts and Culture Division and an Arts and Culture Plan was identified as an administration priority in early 2020, and the city created the full-time position of the Arts and Culture director in 2022. Leading the development and implementation of a Cultural Arts Master Plan for the City was the first priority of the job description developed for the position. A RFP will be advertised and a consultant will be selected through the selection committee process to lead the planning effort.

COUNCIL DATE:	6/6/2023
ITEM ID#:	
Budget Division	Date
TYPE:	D - (City Council)
JOURNAL #:	
GLDATE:	
CHKD/POSTED:	/

Page 538 of 634



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-754

A RESOLUTION TO AUTHORIZE THE MAYOR OF THE CITY OF FAYETTEVILLE TO PURCHASE REAL ESTATE TO BE RETURNED TO THE NWA BLACK HERITAGE ASSOCIATION FOR RESTORATION, REDEVELOPMENT, AND ADVANCEMENT TO THE AFRICAN AMERICAN COMMUNITY INTO THE VIBRANT AND THRIVING DISTRICT IT IS MEANT TO BE

WHEREAS, City of Fayetteville Resolution 213-20, File Number 2020-0662 was Passed by the Fayetteville City Council on 8/18/2020 declaring, “Section 1: That the City Council of the City of Fayetteville, Arkansas hereby declares racism is a public health emergency, the City of Fayetteville will recognize the severe impact of racism on the well-being of residents and city overall and allocate funding, staff, and additional resources to actively engage in racial equity in order to name, reverse, and repair harm done to African Americans in this City, including...” but not limited to sixteen (16) stated actions; and

WHEREAS, Black and underserved do not equal blight as was declared in the 1968 City of Fayetteville Community Renewal Plan, many parts of which continue in effect today. And per Action Item 8 of City of Fayetteville Resolution 213-20, this City will take action to reduce the number of... “minorit[ized] citizens displaced by redevelopment of existing neighborhoods.”; and

WHEREAS, the original landscape of the City of Fayetteville was created by enslaved Black people who felled and removed trees to create the built environment; and

WHEREAS, the last remaining historic African American community formed at emancipation was named by the system, “Tin Cup” to designate “Black” as was routine across Arkansas and the South, and ongoing plans to eliminate it were discussed in the first written City Master Plan of 1945; and

WHEREAS, by the 2040 Master Plan adopted in 2019, the name of the community was deleted from the City Maps with Special Thanks for engagement efforts given to various entities including the University of Arkansas and the Artist’s Laboratory Theater who conducted community engagement sessions under the guise of supporting Black community needs and desiring their input; and

WHEREAS, in a September 2022 meeting discussing Jefferson School properties for sale in the African American community, the City and the Fayetteville School Board discussed the neighborhood as an “Infill Laboratory” which aligns with the 2040 Master Plan; and

WHEREAS, the erasure of African Americans from their historic community at Lafayette St. and

Fletcher Ave to the northeast and along Spout Spring Branch continues at an alarming rate without an approved Racial Equity Strategic Action Plan to stop the erasure process; and

WHEREAS, members of the City of Fayetteville's Black Heritage Preservation Commission (BHPC) at the May 18, 2023, meeting expressed support of NWA Black Heritage Association's effort to stop the erasure of the last remaining historic African American community that benefits all of Fayetteville and the NWA region.

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 hereby authorizes the Mayor of the City of Fayetteville to purchase real estate to be returned to NWA Black Heritage Association for restoration, redevelopment, and advancement of the African American community into the vibrant and thriving district it is meant to be.

AGENDA REQUEST FORM

FOR: Council Meeting of June 6, 2023

**FROM: Council Member Sonia Harvey
Council Member D'Andre Jones**

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO AUTHORIZE THE MAYOR OF THE CITY OF FAYETTEVILLE TO PURCHASE REAL ESTATE TO BE RETURNED TO THE NWA BLACK HERITAGE ASSOCIATION FOR RESTORATION, REDEVELOPMENT, AND ADVANCEMENT TO THE AFRICAN AMERICAN COMMUNITY INTO THE VIBRANT AND THRIVING DISTRICT IT IS MEANT TO BE

APPROVED FOR AGENDA:

Approved by email
**City Council Member
Sonia Harvey**

May 22, 2023
Date

Approved by email
**City Council Member
D'Andre Jones**

May 22, 2023
Date

/s/ Blake Pennington
**Senior Assistant City Attorney
Blake Pennington**
Approved as to form

May 22, 2023
Date

From: [D'Andre Jones](#)
To: [Harvey, Sonia](#)
Cc: [Pennington, Blake](#); [Jones, D'Andre](#); [Williams, Kit](#)
Subject: Re: Resolution for Public Good for 6/6/23
Date: Monday, May 22, 2023 11:06:58 AM

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.

Thanks Blake I approve as well

Sent from my iPhone

On May 22, 2023, at 10:13 AM, Harvey, Sonia <sonia.harvey@fayetteville-ar.gov> wrote:

Dear Blake,

Thank you for making the grammar corrections. I approve of the resolution with the formatting.

Thank you,

Sonia Harvey
Fayetteville City Council Member
Ward 1, Position 1
(479) 409-5064

Report a concern with SeeClickFix:

<https://www.fayetteville-ar.gov/4233/Report-a-Concern-with-SeeClickFix>

Speak up on City projects:

<https://speakup.fayetteville-ar.gov/>

Voice your feedback to the entire Council and Mayor by emailing:

agendaitemcomment@fayetteville-ar.gov

From: Pennington, Blake <bpennington@fayetteville-ar.gov>

Sent: Monday, May 22, 2023 9:04 AM

To: D'Andre Jones <dre91732000@gmail.com>

Cc: Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>

Subject: RE: Resolution for Public Good for 6/6/23

Good morning, D'Andre and Sonia. Please let us know as soon as you can if the new draft meets with your approval (or if changes are needed) so we can get the revised

version on the tentative agenda.

Thank you,

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
Direct: 479.575.8312
bpennington@fayetteville-ar.gov

From: Pennington, Blake
Sent: Friday, May 19, 2023 4:18 PM
To: D'Andre Jones <dre91732000@gmail.com>
Cc: Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: RE: Resolution for Public Good for 6/6/23

D'Andre and Sonia,

I am attaching the resolution in the format we use for resolutions. If you compare with the pdf you'll see I made some very minor revisions to the content including fixing a grammatical error in the last Whereas section and spelled out the name of the NWA Black Heritage Association in Section 1.

If you approve, please sign the agenda request form or indicate your approval by email and we will update the Civic Clerk item.

Thanks, and have a good weekend.

Blake

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
Direct: 479.575.8312
bpennington@fayetteville-ar.gov

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Friday, May 19, 2023 3:45 PM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>
Cc: Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>
Subject: Re: Resolution for Public Good for 6/6/23

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.

Yes Blake and please and thanks for including me!! Sonia and I sponsoring this together!!

Sent from my iPhone

On May 19, 2023, at 3:39 PM, Pennington, Blake
<bpennington@fayetteville-ar.gov> wrote:

Sonia,

Is the attached resolution intended to replace the one that was originally discussed at the last agenda session?

Thanks,

Blake

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov

<image001.jpg>

<City of Fayetteville Resolution in the Public Good 2023-05-19
nwabh.pdf>



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: Mayor Lioneld Jordan
City Council

CC: Susan Norton, Chief of Staff
Paul Becker, Chief Financial Officer

FROM: Kit Williams, City Attorney

DATE: May 26, 2023

RE: Constitutional restrictions for tax revenue expenditures

A year ago, I needed to explain why the City could not constitutionally donate \$6,000.00 as requested by the Black Heritage Preservation Commission and Council Member D'Andre Jones for a black reunion event in celebration of Juneteenth. As I explained in that May 16, 2022 memo, the *Arkansas Constitution* prohibits certain tax revenue expenditures by cities. I will quote a small part of that memo which discussed the general constitutional principles.

"As Council Member Jones will remember from my email, *Arkansas Constitution, Article 12§5* limits how Arkansas cities can legally spend their tax revenue:

'No county, city, town, or other municipal corporation shall ... obtain or appropriate money for ... any corporation, association, institution, or individual.'

This obviously does not prevent a city from purchasing public services for its citizens at a fair, adequate and equitable rate from a corporation. Thus, it is constitutional for Fayetteville to pay an engineering firm to design a project and a construction firm to build it. However, the Arkansas Supreme Court in *Halbert v. Helena-West Helena Industrial Development Corp.* 226 Ark. 620, 625-626 (1956) held that *Article 12§5* "establishes beyond all question that a municipality cannot contribute to a private, non-profit corporation regardless of whether the corporation serves a 'public purpose.' " (emphasis added.)

This brings me to the proposed Resolution to authorize Mayor Jordan "to purchase real estate to be returned to NWA Black Heritage Association for restoration, redevelopment, and advancement of the African American community into the vibrant and thriving district it is meant to be." The mere authorization for Mayor Jordan to spend taxpayer revenue this way is not unconstitutional because nothing would have yet occurred that violates *Article 12 §5 of the Arkansas Constitution*. Only if Mayor Jordan actually used such authority and purchased property would a probably unconstitutional action have occurred.

However, I am concerned about passing any Resolution that authorizes a likely unconstitutional act even if the Mayor properly refuses to exercise the likely unconstitutional power within that Resolution. I now have a duty to advise the Mayor and City Council of the Constitutional infirmities and dangers of this proposed Resolution when it has been provided to them and made public along with the rest of the Tentative Agenda. I previously advised the sponsors, Council Members D'Andre Jones and Sonia Harvey privately of the City Attorney Office's concerns. Neither asked that their Resolution not be submitted for the consideration of the Council, so I must now inform the City Council of my concerns through this memo.

City taxpayer funds cannot be spent in a way that violates *Arkansas Constitution, Article 12 §5*. If that spending did occur, it would likely be an illegal exaction prohibited by *Arkansas Constitution, Article 16 §13 Illegal exactions*. "Any citizen of any county, city or town may institute suit, in behalf of himself and all others interested, to protect the inhabitants thereof against the enforcement of any illegal exactions whatever."

One type of illegal exaction "involves the prevention of a misapplication of public funds. . . ." *Pledger v. Featherlite Precast Corp.* 308 Ark. 124, 823 S.W.2d 852, 855 (1992). This means spending taxpayer money improperly such as in violation of the *Constitution*.

"We have given this type of exaction an expansive interpretation because taxpayers are the equitable owners of all funds collected by a government and, in most cases, are liable to replenish the funds exhausted by a misappropriation or wrongful payment. Under these conditions taxpayers are entitled to broad relief." *Id.*

In the late 1980's, the Fayetteville Board of Directors believing they were doing the right thing committed two legal errors which led to paying over Five Million Taxpayer Dollars to the attorneys representing taxpayers and ratepayers who successfully sued the City. Partly because of these errors and litigation, Fayetteville citizens petitioned and then voted to remove the Fayetteville Board of Directors from their positions by changing the form of government to Mayor/Council. Only one of the seven members of the Fayetteville Board of Directors survived this change of government and was elected to the City Council.

"We have stated that monies collected for one purpose cannot be spent for another purpose. . . . The Arkansas Constitution forbids county or municipal funds to be given to any corporation, association, institution, or individual." *City of Jacksonville v. Venhaus*, 302 Ark. 204, 788 S.W.2d 478,481 (1990).

This proposed Resolution would have the Mayor "purchase real estate to be returned to NWABH (Northwest Arkansas Black Heritage)" It is not expressly claimed nor is it likely that the private and independent NWA Black Heritage association or group actually previously owned the houses and other buildings which the Mayor would be supposed to buy, so such property could not be "returned" to this group. I believe the author of this Resolution must have meant given or conveyed to NWA Black Heritage rather than "returned".

The purpose of such purchase and conveyance of so far not identified houses or buildings is stated in the Resolution to be for the "restoration, redevelopment, and advancement of the African American community into the vibrant and thriving district it is meant to be."

If Mayor Jordan did as this Resolution requests, he would be spending hundreds of thousands of taxpayer funds to purchase houses and buildings to give to a private independent group of persons for the "restoration, redevelopment, and advancement of the African American community. . . ." This would be same legally as giving this private group those hundreds of thousands of taxpayer dollars directly which appears to me to be in direct violation of the *Constitution*.

Our sales taxes are collected to be spent for general municipal government services for all of our citizens. The City can pay wages, buy tools and equipment, pay contractors to construct City buildings and infrastructure, buy software and insurance, and buy real property as long as everything is a fair cost for providing normal municipal public purpose services for our general citizenry. This proposed Resolution directs the benefit from these hundreds of thousands of dollars of real estate to a private group to solely benefit "the African American community."

"(T)he law almost uniformly is to the effect that a '**public purpose**' **contemplates that the use must be in common to all and not to a particular group.**" *City of Fayetteville v. Phillips*, 320 Ark. 540, 899 S.W.2d 57, 59 (1995)(emphasis added.) This proposed Resolution limits its purpose to the "advancement of the African American community" which is another independent problem calling into question the legality of what this Resolution proposes. The City Attorney's Office believes this Resolution almost certainly violates the *Arkansas Constitution* and would expose the City to a probably successful illegal exaction lawsuit. Thus, we recommend it not be passed.



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Britin Bostick, Long Range Planning/Special Projects Manager

DATE:

SUBJECT: **ADM-2023-0011: Administrative Item (Amend UDC Chapter 166 - Development): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to 166.25 – Commercial, Office and Mixed Use Design and Development Standards. The proposed code change would require cross access to adjacent properties.**

RECOMMENDATION:

City staff and the Planning Commission recommend approval of an amendment to the Unified Development Code amending § 166.25(D)(2) - Driveways to remove the reference to driveways and shared driveways and to change the encouraged cross access to adjacent developed and undeveloped properties to required cross access.

BACKGROUND:

Section 166.25 of the Unified Development Code (UDC) addresses design and development standards for commercial, office, and mixed-use properties. Within that section is 166.25(D) Site Development and Design, and more specifically, language in 166.25(D)(2) that reads: “*Driveways*. Shared drives and cross access between properties shall be encouraged to adjacent developed and undeveloped properties.” While the staff interpretation of this section of the code for several years has been that the language “shall be encouraged” amounts to a requirement for the provision of cross access, and there has not been an appeal of that interpretation, the interpretation was recently scrutinized in the review of a proposed development and a variance application that was submitted for that development.

Per a memo issued by the Assistant City Attorney on March 14, 2023, “A plain reading of §166.25(D)(2) of the *Unified Development Code* provision reveals that cross access is not something that has been required by the City Council. That subsection says, ‘shared drives and cross access between properties shall be encouraged to adjacent developed and undeveloped properties.’ It does not say cross access “may be required” or “shall be required.” The memo continued with observations related to the specific development and the variance being requested.

Planning staff reviewed and considered the memo as well as the current code language and the longstanding staff interpretation of the code. Several options were considered for text amendments that would provide clarity and specificity for cross access and shared driveway requirements and consistency in applying the code. Considerations included the connection between shared drives and cross access in site design and

Mailing address:

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Fayetteville, AR 72701

www.fayetteville-ar.gov

development, as well as the city's ongoing corridor work and goals related to pedestrian and cyclist safety and reducing conflicts between those users and motorized vehicles. Staff discussed an administrative approval option for variance requests and under what criteria or circumstances a variance to a cross access requirement could be administratively reviewed. Ultimately, staff did not recommend an administrative variance option given the current interpretation of cross access as a requirement; the public benefit sought by cross access requirements for commercial, office, and mixed use properties; and the established process to request a variance by the Planning Commission. The current variance in UDC §156.03(C)(2) provides an opportunity for applicants to demonstrate why the requirement would result in an adverse safety impact, or if the standard should not apply due to a unique situation. Planning staff would continue to evaluate and make recommendations on variance requests for cross access requirements to the Planning Commission.

DISCUSSION:

The purpose of this amendment is to address the regulatory deficiency identified by the Assistant City Attorney and to make clear in the UDC that cross access is required and not merely encouraged. Additionally, there is an opportunity to remove overlapping language in the code.

In reviewing the UDC text related to cross access and shared driveways with the Assistant City Attorney, Planning staff identified that shared driveways are already addressed in Section 166.08 – Street Design And Access Management Standards. Section 166.08(F)(2) reads:

“Separation for two (2) family, three (3) family, multi-family and nonresidential development.

(a) Regional and Regional High Activity Links. Where a street with a lower functional classification exists that can be accessed, curb cuts shall access onto those streets. When necessary, curb cuts along regional links shall be shared between two (2) or more lots. Where a curb cut must access the regional link, it shall be located a minimum of 250 feet from an intersection or driveway.

(b) Neighborhood Links. Curb cuts shall be located a minimum of 100 feet from an intersection or driveway. When necessary, curb cuts along neighborhood links shall be shared between two (2) or more lots.

(c) Residential Links. Curb cuts shall be located a minimum of 50 feet from an intersection or driveway. In no case shall a curb cut be located within the radius return of an adjacent curb cut or intersection.”

Section 166.08(F) continues with (3) and (4), which specify shared curb cut requirements, i.e. shared driveways, for single-family homes and when joint access driveways and cross access easements may be used in reducing separation distance. Planning staff found that shared driveways are sufficiently covered with requirements in this section and propose to remove the language for driveways and shared drives from 166.25(D)(2), instead focusing that section on cross access and replacing “shall be encouraged” with “shall be required”.

A variance option is available for properties that have a hardship in complying with the cross access requirement. Property development that cannot provide cross access to adjacent developed and undeveloped properties may request a variance from the Planning Commission under UDC Section 156.03 - Development, Parking and Loading. The applicable variance and criteria for evaluation is already codified under the General Requirements in 156.03(A):

(A) General Requirements.

(1) Undue Hardship. If the provisions of Development, Chapter 166, or Parking and Loading, Chapter

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Fayetteville, AR 72701

www.fayetteville-ar.gov

172 are shown by the developer to cause undue hardship as they apply to this proposed development (including, but not limited to financial, environmental, or regulatory) and that the situation is unique to the subject property, the City Planning Commission may grant a variance, on a temporary or permanent basis, to the development from such provision, so that substantial justice may be done and the public interest secured; provided that the variation will not have the effect of nullifying the intent and purpose of the development or parking and loading regulations. No variance shall be granted for any property which does not have access to an improved street.

(2) Conditions and Safeguards. In granting variances, the Planning Commission may prescribe appropriate conditions and safeguards to secure substantially the objectives of the standards or requirements so varied.

When the Planning Commission considered the item in their April 24, 2023 meeting there was unanimous support for the item with Commissioner Garlock stating his reasons for supporting the item, including improvements to traffic safety and the variance opportunity in the event of a hardship. Commissioner Winston made the motion to forward the item to the City Council with a recommendation of approval, seconded by Commissioner McGetrick. A vote of 9-0-0 followed. No public comment was received either prior to or during the public hearing.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: Exhibit A - Proposed Ordinance, Proposed Ordinance - Strikethrough, ADM-2023-0011 SRF, Cross Connectivity Memo



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-710

ADM-2023-0011: Administrative Item (Amend UDC Chapter 166 - Development): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to 166.25 – Commercial, Office and Mixed Use Design and Development Standards. The proposed code change would require cross access to adjacent properties.

AN ORDINANCE TO AMEND §166.25 COMMERCIAL, OFFICE AND MIXED USE DESIGN AND DEVELOPMENT STANDARDS OF THE UNIFIED DEVELOPMENT CODE TO CLARIFY THAT CROSS ACCESS BETWEEN PROPERTIES IS REQUIRED

WHEREAS, subsection (D)(2) *Driveways* of § 166.25 **Commercial, Office and Mixed Use Design and Development Standards** currently states that “shared drives and cross access between properties shall be encouraged to adjacent developed and undeveloped properties”; and

WHEREAS, Planning staff and the Planning Commission recommend approval of an amendment clarifying that cross access shall be required rather than encouraged; and

WHEREAS, §156.03, which provides for variances to development, parking, and loading requirements, provides an opportunity for applicants to demonstrate why the requirement would result in an adverse safety impact, or if the standard should not apply due to a unique situation; and

WHEREAS, shared drives are separately addressed with greater detail in § 166.08 **Street Design and Access Management Standards** and can be removed from § 166.25.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals subsection (D)(2) *Driveways* of § 166.25 **Commercial, Office and Mixed Use Design and Development Standards** and enacts a replacement § 166.25(D)(2) as follows:

“(2) *Cross Access*. Cross access shall be required to adjacent developed and undeveloped properties.”

Exhibit A

166.25 Commercial, Office and Mixed Use Design And Development Standards

(D) *Site Development and Design Standards.*

(2) Cross Access. Cross access shall be required to adjacent developed and undeveloped properties.

166.25 Commercial, Office and Mixed Use Design And Development Standards

(D) *Site Development and Design Standards.*

- (2) Cross Access. ~~Driveways, Shared drives and e~~Cross access ~~between properties~~ shall be ~~encouraged~~ required to adjacent developed and undeveloped properties.

City of Fayetteville Staff Review Form

2023-710

Item ID

5/16/2023

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

Britin Bostick

4/28/2023

LONG RANGE PLANNING (634)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM-2023-0011: Administrative Item (Amend UDC Chapter 166 - Development): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to 166.25 – Commercial, Office and Mixed Use Design and Development Standards. The proposed code change would require cross access to adjacent properties

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Planning Commission**

CC: **Jessie Masters**, Development Review Manager

FROM: **Blake Pennington**, Assistant City Attorney

DATE: **March 14, 2023**

RE: **Cross-Connectivity**

Often the Planning Commission considers large scale developments with a staff recommendation requiring cross-connectivity to other adjacent properties. Planning staff have long considered this a requirement rather than a goal of the Unified Development Code.

A plain reading of § 166.25(D)(2) of the *Unified Development Code* provision reveals that cross access is not something that has been required by the City Council. That subsection says, “shared drives and cross access between properties shall be **encouraged** to adjacent developed and undeveloped properties.” It does not say cross access “may be required” or “shall be required.”

Even though the developer of the Aronson 112 project has not appealed the staff interpretation of this provision, the Planning Commission can make its decision independently. I encourage you to not be overly strict in your application of this provision.

With respect to the parcel to the east of the Aronson development, the parcel’s landlocked status appears to be a self-imposed condition. This parcel, which has a tree preservation easement on the south end, as well as the car lot to the immediate south of that are owned by the same company. Both parcels were also owned by the same owner at the time the tree preservation easement was created in 2004, which cut off the landlocked parcel’s access to Highway 112 through the car lot parcel.

Arkansas law provides a landlocked property owner with options to gain access to a public street. Depending on prior ownership of the property, the current owner may be able to seek an access easement, whether by necessity or implied reservation. If those are not options, the property owner could seek the establishment of a road through the county court pursuant to Ark. Code Ann. § 27-66-401.



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council
THRU:
FROM: Mike Reynolds, Police Chief
DATE:
SUBJECT: Alarm Ordinance Change Request

RECOMMENDATION:

Staff recommends the City Council approval of the City Attorney drafted amendments to Fayetteville City Ordinance §130.23 False Alarm Reduction.

BACKGROUND:

The current False Alarm Reduction Ordinance was passed unanimously by the Fayetteville City Council on November 20, 2007. The purpose of the ordinance was to improve public safety by reducing the number of police responses to false alarms and encouraging users to properly use and maintain the operational effectiveness of their alarm systems.

After the passage of the ordinance, a Request For Proposals (RFP) was sought to pick a company to register alarm users, track, bill, and collect fines associated with the ordinance. The selection committee chose AOT Public Safety Corporation, d.b.a. Cry Wolfe. On October 7, 2008, the Fayetteville City Council approved Resolution 181-08 to contract for false alarm reduction administrative services with AOT Public Safety Corporation.

AOT Public Safety has been sold, and is now owned by Central Square Technologies. This contract was 15-years old, the performance of Central Square Technologies had deteriorated, and the police department liaison was receiving multiple complaints about Central Square Technologies. On February 10, 2023, the City notified Central Square of its intent to terminate its contract for false alarm administrative services sixty days from the date of the notice.

City Attorney Kit Williams and the Fayetteville Police Department met to discuss several suggested changes, clarifications and improvements to the current ordinance.

DISCUSSION:

Once the ordinance changes are discussed and finalized, the police department will seek a new RFP from companies wishing to contract with the City to register alarm users, track, bill, and collect fines associated with the ordinance.

BUDGET/STAFF IMPACT:

There will be no cost to the city with these ordinance changes. The fees collected under this ordinance will be

Mailing address:

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Fayetteville, AR 72701

www.fayetteville-ar.gov

split between the City and the company selected from the RFP in accordance with a cost-share proposal included in the RFP.

ATTACHMENTS: SRF - 2023 Alarm Ordinance, Proposed Alarm Ordinance



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-746

Alarm Ordinance Change Request

AN ORDINANCE TO AMEND §130.23 FALSE ALARM REDUCTION OF THE FAYETTEVILLE CODE TO SIMPLIFY AND CLARIFY CERTAIN PROVISIONS AND REDUCE SOME FEES FOR SERVICE

WHEREAS, on November 20, 2007, the City Council enacted the **False Alarm Reduction** code section in an attempt to reduce the number of false alarms that our police department responds to; and

WHEREAS, the **False Alarm Reduction** code section has succeeded in reducing the number of false alarms for police response by about 50%; and

WHEREAS, the City of Fayetteville was sued (as was Hot Springs and Little Rock) by a law firm which sought class action status, for an injunction against the **False Alarm Reduction** code section and significant damages and attorney's fees; and

WHEREAS, Hot Springs settled and paid many thousands of dollars for damages and attorney's fees; and

WHEREAS, the City of Fayetteville refused to settle and defended our successful **False Alarm Reduction** code section and prevailed with our Summary Judgment Motion such that the Washington County Circuit Court dismissed plaintiff's Complaint and claims with prejudice; and

WHEREAS, there are some minor changes that would make the **False Alarm Reduction** code section even simpler, clearer and fairer which the Fayetteville Police Department and City Attorney's Office recommend to the City Council.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby amends §130.23 **False Alarm Reduction** (A) *Definitions* by repealing the definition of *Alarm Administrator* and enacting the following definition:

"*Alarm Administrator* means an employee of the Fayetteville Police Department appointed or designated by the Chief of Police to administrator, control and review false alarm reduction efforts and administer the provision of this section."

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends §130.23 (c) *Permit Required; Application, Transferability; False Statements* by repealing subsections (2) and (9) and appropriately renumbering the remaining subsections.

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends §130.23 (F) *Fees for Services* (1) by reducing the fee for service amounts as follows:

“Number of False Alarms	Fee for Service
-------------------------	-----------------

- | | |
|-------------|--|
| 1. No Fee | |
| 2. No Fee | |
| 3. \$50.00 | |
| 4. \$75.00 | |
| 5. \$100.00 | |
| 6. \$125.00 | |

7 or more	\$150.00”
-----------	-----------

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby amends §130.23 (F)(2) by repealing the second sentence and enacting a new second sentence as follows: “The \$250.00 fee for operating an alarm system without proper registration shall be waived if the operator submits to the Police Department a proper and complete application for the alarm permit within ten (10) business days after notification for such violation.”

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby repeals §130.23 (G) and reletters the remaining subsections.

Section 6. That the City Council of the City of Fayetteville, Arkansas hereby amends §130.23 (J) *Appeals* (3)(a) by removing the cost of an appeal by deleting the following phrase: “paying an appeal fee of \$25.00, and” as well as repealing the last sentence.

Section 7. That the City Council of the City of Fayetteville, Arkansas hereby amends §130.23 (J)(3)(b) by repealing it and enacting the following:

“(b) The False Alarm Appeals Panel shall be comprised of three (3) Fayetteville citizens appointed by the Mayor to serve staggered three year terms.”

Section 8. That the City Council of the City of Fayetteville, Arkansas hereby amends §130.23 (J)(5) by enacting a fifth reason that the False Alarm Appeals Panel may reduce or eliminate any fee for service amount assessed against the owner/operator as follows:

“(5)(e) Other good and sufficient reason not to assess a fee for one or more false alarms.”

City of Fayetteville Staff Review Form

2023-0746

Item ID

6/6/2023

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

Mike Reynolds, Chief of Police

5/17/2023

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends the City Council approval of the City Attorney drafted amendments to Fayetteville City Ordinance §130.23 False Alarm Reduction.

Budget Impact:

NA

NA

Account Number

Fund

NA

NA

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

ORDINANCE NO.

AN ORDINANCE TO AMEND §130.23 **FALSE ALARM REDUCTION** OF THE *FAYETTEVILLE CODE* TO SIMPLIFY AND CLARIFY CERTAIN PROVISIONS AND REDUCE SOME FEES FOR SERVICE

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Section 8. That the City Council of the City of Fayetteville, Arkansas hereby amends §130.23 (J)(5) by enacting a fifth reason that the False Alarm Appeals Panel may reduce or eliminate any fee for service amount assessed against the owner/operator as follows:

"(5)(e) Other good and sufficient reason not to assess a fee for one or more false alarms."

PASSED and **APPROVED** this 18th day of April, 2023.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer



MEETING OF JUNE 6, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Development Review Manager

DATE:

SUBJECT: **PZD-2023-0002: Planned Zoning District (SOUTHEAST OF W. MARTIN LUTHER KING JR BLVD AND S. SMOKEHOUSE TRAIL/SWEET BAY AT KESSLER, 596):** Submitted by GAVIN SMITH for property located SOUTHEAST OF W. MARTIN LUTHER KING JR BLVD AND S. SMOKEHOUSE TRL. In WARD 1. The property is split zoned R-A, RESIDENTIAL AGRICULTURAL, CS, COMMUNITY SERVICES, and UT, URBAN THOROUGHFARE and contains approx. 5.59 acres. The request is to rezone 4.49 acres of the property to a PLANNED ZONING DISTRICT.

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is located in west Fayetteville, southeast of the intersection of W. Martin Luther King Jr. Blvd and S. Ruppel Road. While a leg of the overall property has frontage along W. Martin Luther King Jr. Blvd, the area in question is about 300 feet south without access to a public street. Undeveloped and mostly covered in tree canopy, there is an approximately 7% slope upward as the portion of the property in question moves south. The entire property is outside of the Hillside Hilltop Overlay District.

Proposal: The applicant requests to rezone the property to a Residential Planned Zoning District with three Planning Areas, as described below:

- **Planning Area #1 – 2.93 acres:** The intention of this planning area is to provide cabin-style single-family homes at a maximum density of 10 units per acre that are clustered and concentrated to leave additional room in the planning area for parking, detention, and utilities. The allowable uses are similar to but more limited than those allowed in other single-family zoning districts such as RSF-4 or NC, Neighborhood Conservation.
- **Planning Area #2 – 0.49 acres:** This planning area is intended for parkland dedication. The area in question currently includes a portion of a downhill mountain biking trail. Parkland dedication would be required to be evaluated by the Parks and Recreation Advisory Board, and a full evaluation of its suitability for City acquisition would take place during the large-scale development process. The permitted uses are similar to those in the P-1, Institutional zoning district.

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- **Planning Area #3 – 1.07 acres:** This planning area is intended for natural preservation. There are limited uses permitted, but it does allow for cultural and recreational facilities and other city-wide uses by right.

Public Comment: Staff received minimal public comment on the request, limited primarily to inquiries, and no comments of outright support or opposition. No public comment was offered at the Planning Commission meeting.

Land Use Compatibility: Staff finds the applicant's request to be compatible with existing surrounding land uses. While zoned for higher entitlements generally, the area in question is minimally developed and well-forested. The applicant's request reflects an incremental increase in density and intensity that both respects the natural features of the site (the slope into Kessler Mountain), while also leaving room at the northern portion of the site for higher intensity uses allowable by-right in its current zoning district. The separation of the PZD into three planning areas indicates a specific intention to work within the confines of existing amenities on the site, including a mountain bike trail that runs into the adjacent property to the west. That same property is also pending transfer to the City of Fayetteville Parks and Recreation Department. The proposed use of single-family cabins is architecturally compatible with the surrounding environment as well. The applicant's request would also allow for short-term rentals. However, since the overall planned zoning district is strictly residential and does not include any commercial or mix of uses, staff finds that any cabins that would like to pursue a short-term rental would require a conditional use permit.

Land Use Plan Analysis: Staff finds that the request is consistent with the City's land use and zoning plans. Recently, the City Council adopted a new street section for Smokehouse Trail to incorporate on-street parking to the adjacent mountain biking trails, including the Fayetteville Traverse. Further, the proposal respects the Future Land Use map distinction by leaving the existing UT zoning as is, to allow for higher intensity uses in the future. Staff finds that the proposal meets City Plan 2040 goals by making appropriate infill a high priority; the infill score for the site is currently quite low, so inserting single-family cabins in the area acts as a good transitional development to future high-density development. The proposal also capitalizes on proximity to the trail network.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a low infill score for the subject property of 4. The elements vary by the area of the property being considered, and include the following:

- Adequate Fire Response (Station #6, 990 S. Hollywood Avenue)
- Near City Park (Centennial Park)
- Near Paved Trail (S. Ruppel Road)
- Appropriate Future Land Use (City Neighborhood Area)

DISCUSSION:

At the May 8, 2023 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval, with conditions as recommended by staff. Commissioner Garlock made the motion and Commissioner Brink seconded. Conversation on the item centered mostly around whether short-term rentals would need a conditional use permit in the PZD, and staff explained that short-term rentals are typically permitted by-right in every zoning district since Type 1s (owner-occupied) are always allowed where there are residential uses, and that Type 2s (permanent short-term rentals) would need to acquire a conditional use permit. Commissioner Brink felt that the smaller house type may lend itself to a short-term rental use, though was compatible with the surroundings, and Commissioner Garlock commented that the smaller

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housing type met a specific housing need. In the intervening time between the Planning Commission meeting and the City Council meeting, the applicant made minor changes to the PZD booklet as recommended by staff, and also moved all short-term rentals, or STRs, to a conditional use in Planning Area 1. Commissioners in favor found that the level of development was incremental in nature, and there were no votes in opposition. No members of the public spoke during the meeting.

BUDGET/STAFF IMPACT:

ATTACHMENTS: SRF, Exhibit A, Exhibit B, PZD Booklet, Planning Commission Staff Report



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-776

PZD-2023-0002: Planned Zoning District (SOUTHEAST OF W. MARTIN LUTHER KING JR BLVD AND S. SMOKEHOUSE TRAIL/SWEET BAY AT KESSLER, 596): Submitted by GAVIN SMITH for property located SOUTHEAST OF W. MARTIN LUTHER KING JR BLVD AND S. SMOKEHOUSE TRL. In WARD 1. The property is split zoned R-A, RESIDENTIAL AGRICULTURAL, CS, COMMUNITY SERVICES, and UT, URBAN THOROUGHFARE and contains approx. 5.59 acres. The request is to rezone 4.49 acres of the property to a PLANNED ZONING DISTRICT.

AN ORDINANCE TO APPROVE A RESIDENTIAL PLANNED ZONING DISTRICT ENTITLED PZD-2023-002 FOR APPROXIMATELY 4.49 ACRES LOCATED SOUTHEAST OF WEST MARTIN LUTHER KING, JR. BOULEVARD AND SOUTH SMOKEHOUSE TRAIL IN WARD 1

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves PZD-2023-02 as described in Exhibits "A", "B" and "C" attached to the Planning Division's Agenda Memo which allows the development of 2.93 acres for residential units, 0.49 acres for parkland dedication, and 1.07 acres for primarily natural preservation.

Section 2: That the official zoning map of the City of Fayetteville, Arkansas is hereby amended to reflect the zoning criteria change provided in Section 1 above.

City of Fayetteville Staff Review Form

2023-776

Item ID

6/6/2023

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

Jonathan Curth

5/19/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

PZD-2023-0002: Planned Zoning District (SOUTHEAST OF W. MARTIN LUTHER KING JR BLVD AND S. SMOKEHOUSE TRAIL/SWEET BAY AT KESSLER, 596): Submitted by GAVIN SMITH for property located SOUTHEAST OF W. MARTIN LUTHER KING JR BLVD AND S. SMOKEHOUSE TRL. In WARD 1. The property is split zoned R-A, RESIDENTIAL AGRICULTURAL, CS, COMMUNITY SERVICES, and UT, URBAN THOROUGHFARE and contains approx. 5.59 acres. The request is to rezone 4.49 acres of the property to a PLANNED ZONING DISTRICT.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

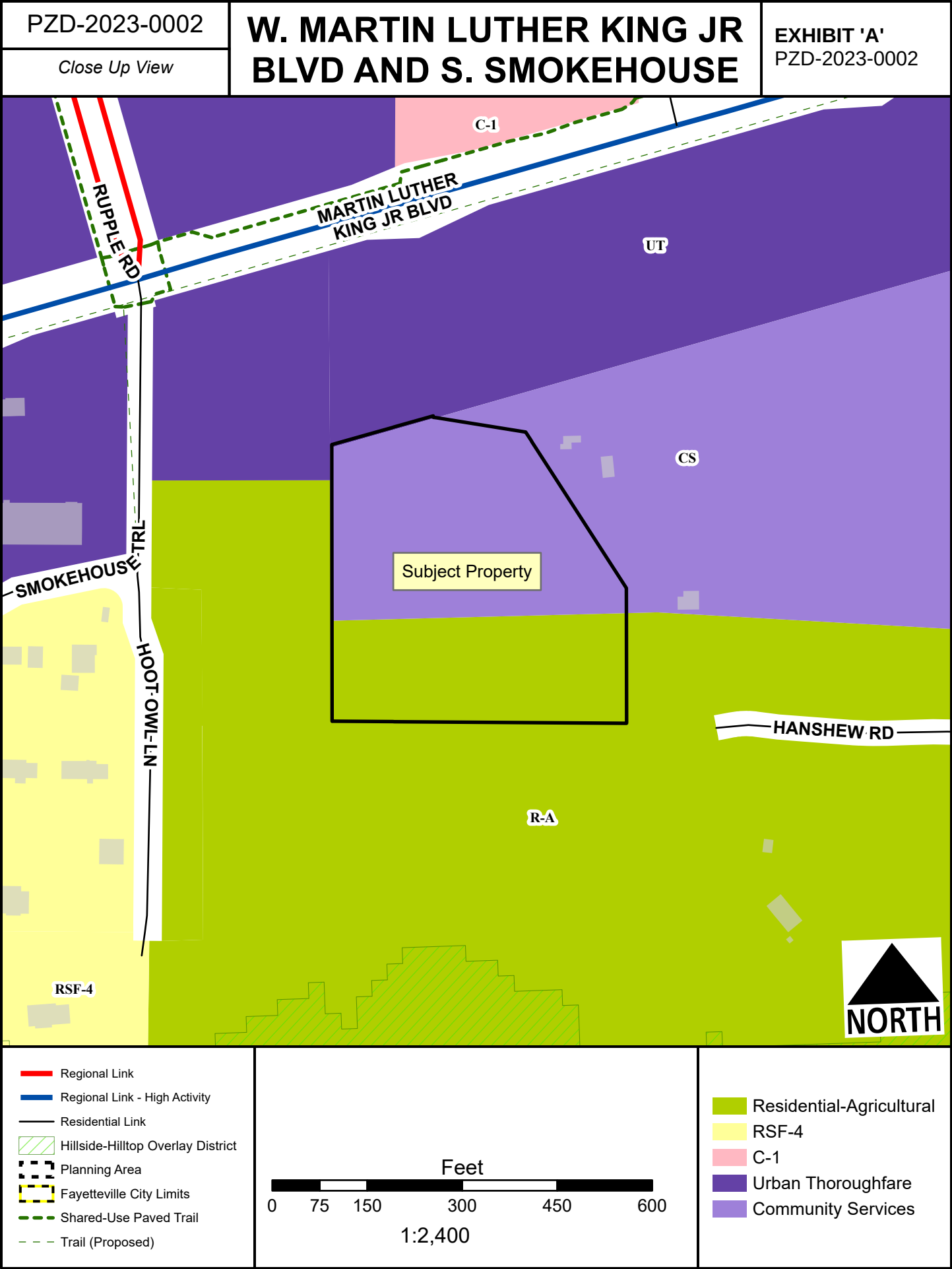
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:





**Bates &
Associates, Inc.**

Civil Engineering & Surveying

7230 S. Pleasant Ridge Dr / Fayetteville, AR 72704
PH: 479-442-9350 / www.batesnwa.com

March 8, 2023

RE: Legal description of an area of land for a PZD on a portion of "Adjusted Tract 2" from
Property Line Adjustment survey 2021-33895

LEGAL DESCRIPTION FOR PZD:

A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24,
TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS,
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT
AN EXISTING STONE MARKING THE SOUTHEAST CORNER OF THE NORTHWEST
QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24 AND RUNNING
THENCE ALONG THE SOUTH LINE THEREOF N87°36'10"W 96.00' TO AN EXISTING
REBAR, THENCE LEAVING SAID SOUTH LINE N01°55'39"E 436.64', THENCE
N76°15'06"E 166.64', THENCE S01°54'39"W 2.06', THENCE S78°55'38"E 147.57', THENCE
S30°52'00"E 293.27', THENCE S01°55'11"W 213.44' TO THE SOUTH LINE OF THE
NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24,
THENCE ALONG SAID SOUTH LINE N87°36'10"W 369.02' TO THE POINT OF
BEGINNING, CONTAINING 4.49 ACRES, MORE OR LESS. SUBJECT TO ALL
EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

Sweet Bay @ Kessler



Revised 5/8/2023

A: Ownership:

D&B of Northwest Arkansas, LLC

PO Box 1146

Farmington, AR 72730

B. Scope & Project

Project Description:

The total property is 5.59 acres. The Planned Zoning District is for the rear 4.49 acre portion of the property. Currently the property, roughly a boot shape, includes 3 different zonings. The front of the project lot borders MLK and is zoned as UT: Urban Thoroughfare; 1.10 acres (19.7%). The middle portion is zoned CS: Community Services; 2.69 acres (48.1%). The rear of the Project is zoned R-A: Residential-Agricultural; 1.80 acres (32.2%).

This proposal only unifies and rezones the back 2 sections, from CS and R-A to RPZD. The front portion will remain UT and be developed for a commercial use appropriate to the frontage. The purpose of this Rezone is to uniformly develop the back portion of the site. Currently the small portion of land at the rear has less than the minimum 2 acres for even a single home. Every effort has been made to tone down the development style of the proposal towards a balanced use of the forested toe of Kessler Mountain.

Scope:

(25) cabin like single family residences and associated roads, parking, natural spaces, and public utilities.

C. General Project Concept

1. Site Major Elements Considerations:
 - i. Flexibility – This proposal offers an alternative not available directly through other zoning. By squeezing the parking areas together and distributing the houses on only those portions of land suitable for construction without regard to street frontage, this plan utilizes the site for a residential use, while maximizing and preserving the maximum amount of natural space.
 - ii. Compatibility – The surrounding properties are undeveloped, with a high development possibility to the north and a low possibility to the south. This project incorporating a medium density with an emphasis on tree preservation and natural space serves as a gradual transitional area between the undeveloped forest of Mount Kessler and the intense corridor of MLK.
 - iii. Harmony – Several design considerations for this project were tree preservation and maintaining the character of the land including the medium mature woodlands and transitional ecological succession character of the former farmland.
 - iv. Variety – This PZD offers variety because it includes a preservation approach for the onsite wooded drainage channels, includes a preservation area around the existing bike trail, and includes several small pods of houses that each have a group orientation to create 4 to 5 separate micro communities.
 - v. No negative impacts – This project does not create negative impacts for future developments on adjacent properties. The natural drainage pattern changes and other changes are mitigated within the boundary of the site.
 - vi. Coordination – The neighboring property owners were all introduced to the project and given an opportunity to discuss the project. Several meetings were held with the owner of the corner property to discuss access. Both the trailblazer group (current owner) and the Fayetteville parks department were approached and invited to give input on the design and location of the PZD proposal. A loose association of the residential neighbors in the nearest neighborhood were

contacted. A presentation was given to them about the proposed development and a subsequent input session to hear their opinions.

- vii. Open space – This proposal includes several natural areas adjacent to streams and focuses small clusters of residential units around shared open space and tight porch paths and orients the rears toward natural areas creating a front porch community feel. Neighbors must pass their neighbors' front doors on the way to their cars but can also find privacy.
- viii. Natural features – Several natural intermittent channels and trees occupy the site. These areas are left as they are. Tree Preservation is discussed below.
- ix. Future Land Use – Please see item J discussed below.
- x. Special Features – This land is currently undeveloped. The site is now wooded but was previously farmland. The land is currently not utilized.
- xi. Recognized Zoning Considerations – There are no recognized zoning considerations for this site.

2. Streets

Streets are 26' wide asphalt.

3. Trail and Pedestrian Connectivity

A proposed section of the trail would come to the site where it borders MLK giving residents direct access to the greenway system. The immediate trail connectivity would make car-less bicycle living feasible for the adventurous.

4. Lot Layout

This project is conceived as a single owner rental project without any proposed subdivision of lots.

5. Undisturbed Natural Buffer areas

The existing intermittent runoff channels on the site were carefully avoided and buffered against development. Trees adjacent to and in the channels have been left in place. Stream crossings are minimal and situated perpendicular for minimum disturbance.

6. Tree Preservation Areas

A giant and ancient oak tree was immediately identified as a critical tree for preservation. Many aspects of the unconventional layout of the site can be traced directly back to this tree and centering the development around it. Tree preservation areas are also intermittent channel buffering areas. The site layout was predicted to avoid work in and near the channels and preserving tree cover in a strip around the channels. PZDs require 25% of the canopy to be preserved. This proposal preserves slightly more than 30% as presented.

7. Stormwater Detention Areas and Drainage

Stormwater detention is achieved using porous gravel reservoirs situated beneath permeable paver parking areas. For greater rainstorm events like to the 50 and 100 year storms the parking lot is also designed to hold up to 6" of water, which is a great enough quantity to attenuate storm flows, but not enough to flood cars or damage property. Preliminary stormwater models show that the site as designed provides the required stormwater detention and water quality treatment required by the Drainage

Criteria Manual. Stormwater calculations and design will be verified and reviewed as part of a subsequent large-scale development, so while the presented design accounts for stormwater, the city will have additional opportunities for comment, review, and approval.

8. Fire Access and Fire Code

The cabins and roads as shown in the proposed exhibit meet all applicable requirements for fire apparatus access. The roads are 26' wide. Turn radii are 28' or greater. Road length from Appendix D compliant turn-arounds are 150' or less. Two separate fire access roads connect the site to the street system, one at the front of the site to MLK and a second proposed drive connecting to Smokehouse Trail to the west.

9. Site Grading

The parking lots are situated parallel to the natural contours so that slight cut grading up hill and fill grading downhill allows the parking to be flat and double as detention areas. Each cabin is conceived as an elevated slab that preserves the adjacent native grade. Connection paths would be at grade. Necessarily flat areas to connect ADA parking to ADA units are situated on the lower parking area where the native grade is natural much flatter. This technique of following the contours for the graded elements reduces the amount of site grading and soil disturbance usually associated with a development of this size and density.

D. Site Areas

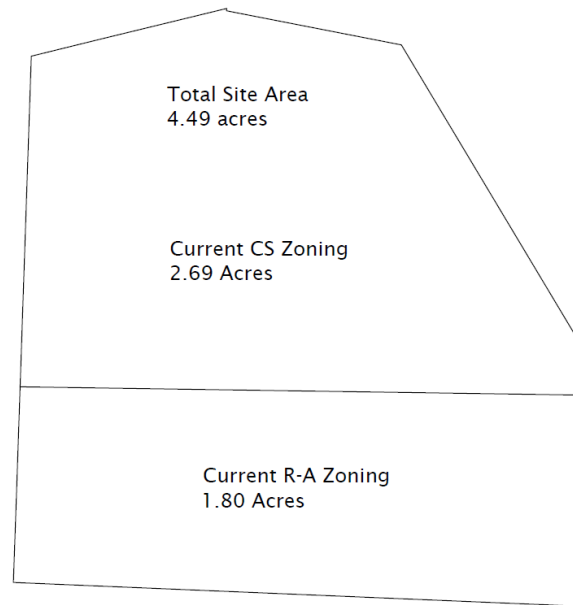


Figure 1 - Site Area of Current Zoning

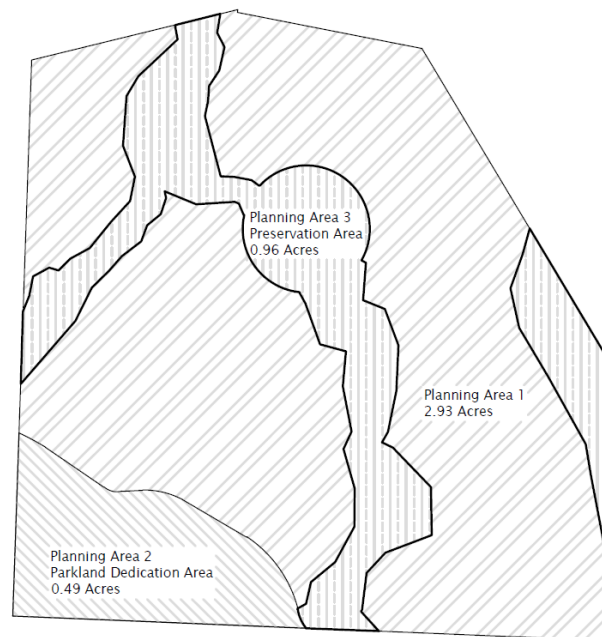


Figure 2 - Site Area of Proposed PZD

E. Existing & Proposed Zoning Standards

Existing RA

Existing CS

Proposed Planning area 1 – Single Family Residential

Proposed Planning Area 2 – Parkland Dedication

Proposed Planning Area 3 – Preservation Area

161.03 - District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities

Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)
----------------	--------------

(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	2 acres
Residential:	
Nonresidential:	
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12; Ord. No. 5945, §3, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note— Ord. No. 6625, §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

161.22 - Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings

Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

- (C) *Density.* None.
- (D) *Bulk and Area Regulations.*
- (1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

- (2) *Lot Area Minimum.* None.
- (E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

- (F) *Building Height Regulations.*

Building Height Maximum	5 stories
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- (G) *Minimum Buildable Street Frontage.*50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6409 §1, 2-2-21; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6497, §1, 10-19-21)

Editor's note— Ord. No. 6625, §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

RPZD Sweet Bay @ Kessler

Proposed Zoning

Planning Area 1 Single Family Residential Area.

(A) **Purposes.** *The purpose of this planning area is to provide single family living in a manner that increases community interaction by clustering houses and minimizing ecological disturbance by concentrating parking, detention, and utilities. This PZD creates a buffer between the low density and mostly undeveloped slope of Kessler Mountain and the high intensity of the rapidly growing MLK corridor connecting Fayetteville and Farmington.*

(B) **Uses**

(1) **Permitted Uses.**

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings

(2) **Conditional Uses.**

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations
Unit 46	Short-term rentals

(C) **Density**

Units Per Acre	10
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(D) **Bulk and Area Regulations**

Lot Width Minimum	None	
Lot Area Minimum	Residential	None
	Nonresidential	None
Lot Area per dwelling unit	None	

(E) **Setback Regulations**

Front	Side	Rear
15 feet	15 feet	15 feet

(F) **Height Requirments.**

3 stories

(G) **Building Area.**

None

RPZD Sweet Bay @ Kessler

Proposed Zoning

Planning Area 2	Park Land Dedication Area
------------------------	----------------------------------

(A) **Purposes.** *The purpose of this planning area is to create an area of park land. This area includes a part of a trailblazers downhill mountain biking trail. Trailblazers is currently in the process of donating the adjacent property to the city for the use of a downhill mountainbiking park. This area is proposed to be dedicated to the City during the large scale development of the subject property for this PZD.*

(B) **Uses**

(1) **Permitted Uses.**

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities

(2) **Conditional Uses.**

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 36	Wireless communication facilities
Unit 42	Clean technologies

(C) **Density**

Units Per Acre	N/A
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(D) **Bulk and Area Regulations**

Lot Width Minimum	None	
Lot Area Minmum	Residential	None
	Nonresidential	None
Lot Area per dwelling unit	None	

(E) **Setback Regulations**

Front	Side	Rear
30 feet	20 feet	25 feet

(F) **Height Requirments.**

There shall be no maximum height limit, provided, however, if a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) **Building Area.**

On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

RPZD Sweet Bay @ Kessler

Proposed Zoning

Planning Area 3	Natural Preservation Area
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(A) **Purposes.** *The purpose of this planning area is to create a buffer around the existing onsite drainage channels. This area is inclusive of the high priority preservation Post oak tree.*

(B) **Uses**

(1) **Permitted Uses.**

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities

(2) **Conditional Uses.**

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 42	Clean technologies

(C) **Density**

Units Per Acre	N/A
----------------	-----

(D) **Bulk and Area Regulations**

Lot Width Minimum	None	
Lot Area Minimum	Residential	None
	Nonresidential	None
Lot Area per dwelling unit	None	

(E) **Setback Regulations**

Front	Side	Rear
30 feet	20 feet	25 feet

(F) **Height Requirements.**

There shall be no maximum height limit, provided, however, if a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) **Building Area.**

On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

F. Site Analysis

The site is covered evenly by a mixture of scrub to medium mature stands of oak/hickory forest on the lower toe of the Mount Kessler hill.

G. Recreational Facilities

The site is near both hiking trails in the hills above the old smokehouse and bike trails on the neighboring property owned and operated by trail blazers. The regional greenway system comes to the site.

H. Reason for Rezoning

The purpose of this Rezone is to uniformly develop the back portion of the site. This proposal only unifies and rezones the back to 2 sections, from CS and R-A to this PZD. The front portion will remain UT and be developed for mixed commercial use appropriate to the frontage.

I. Relationship to Adjacent Properties

To the North is ultimately MLK Boulevard, but the Large-Scale Development after this rezoning would include a proposed development of small size cluster of commercial spaces.

To the West are two properties, the northern is currently under review for a proposed gas station/convenience store, and the southern is owned by trailblazers and contains bike trails. This project would build an access between these two properties and a trail head for the trailblazer property.

To the East is a currently vacant property that was previously approved for an expansive RV park.

To the South is a lot owned by trailblazers that they are currently offering for sale.

J. Comprehensive Land Use Plan

The entirety of this site is designated as “City Neighborhood” in the 2040 Master Plan and is shown as such on the City’s “future Land Use Plan. The City Plan lays out guiding policies for City Neighborhood. This project complies with the lands use plan by providing:

1. Adequate infrastructure
2. Trail connectivity for walking and biking
3. ADA compliant mixed use
4. Appropriate density for the site
5. Streets and walking paths that suit the land
6. Encourage neighborliness
7. Vernacular materiality of built structures

K. Impact on City Services

This project would add to the water and sewer infrastructure of the city. This project would require trash services.

L. Conceptual Description

1. Screening and Landscape

The proposed landscape material for Sweet Bay @ Kessler shall share the Ozark – Woodland character of the surrounding areas by using plant species native to this region. The landscape palette will range from large shade trees, ornamental trees, to low, space-defining plantings that respond and reflect its context to Mt. Kessler Park. Provided buffers shall meet the required widths and materials as listed in the City of Fayetteville Code of Ordinances. The property is surrounded by commercial or residential-agricultural zones and will not negatively impact the adjacent properties.

2. Traffic Circulation

Traffic will enter the site via an existing curb cut along MLK.

3. Parking Standards

Parking shall be per the minimum requirements for the residential uses in the Unified Development Code in regard to standard spaces and ADA spaces, 2 spots per unit, with 2 ADA spaces.

4. Perimeter treatment

Where possible vegetation shall be left around the perimeter of the site.

5. Sidewalks

Concrete sidewalks shall connect the residential units to the public right of way with a continuous path.

6. Streetlights

Streetlights shall be added as required along streets for minimum lighting requirements. Parking lots shall include lighting. All outdoor lighting shall meet the requirements as set forth in UDC section 176, Outdoor Lighting, and shall be down cast and shielded.

7. Water

Water shall connect to the site via the mains along MLK. All water improvements shall be per the standard details and specifications of the city, reviewed by the city, and contingent upon approval of the Arkansas Department of Health.

8. Sewer

Sewer shall connect to the site via the manhole located at the intersection of MLK and Smoke House trail via a new main built in the existing easement along MLK. The existing easement contains an easement that has sufficient width to include a sewer main with appropriate offset. All water improvements shall be per the standard details and specifications of the city, reviewed by the city, and contingent upon approval of the Arkansas Department of Health.

9. Streets and Drainage

Streets shall be asphalt, 26' in width and capable of support heavy vehicles including fire trucks and trash trucks. Parking areas shall be permeable paver basin structures with void space gravel detention. Roofs shall be hard piped to parking basins. To the greatest extent possible natural surface drainage patterns shall be preserved. Drainage improvements shall meet the requirements of the Drainage criteria manual.

10. Construction of Non-residential Facilities

This PZD is primarily residential in nature. While some non-residential uses are listed in the permitted and conditional uses, no non-residential use is being considered.

11. Proposed Signage

No signage is proposed. Any and all signage shall meet the requirements as set forth in Unified Development Code section 174.

12. View Protection

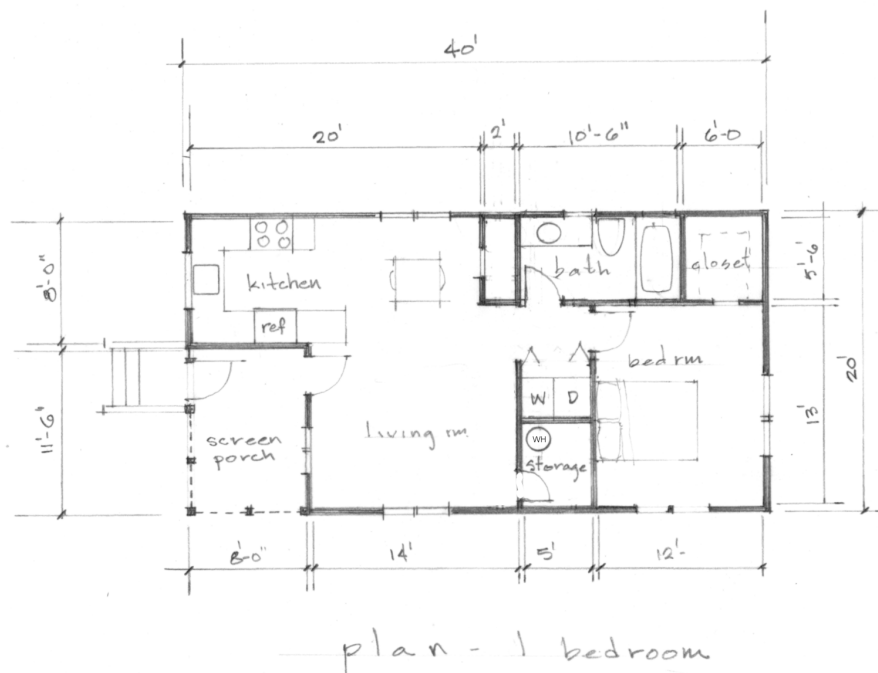
The site is isolated from direct public view by the neighboring properties.

13. Covenants, Trusts, and Homeowner Association

No covenants and no homeowner association are proposed. All common areas and maintenance shall be performed by the owner.

M. Architectural Standards

-Architectural standards shall generally reflect elevations as submitted.

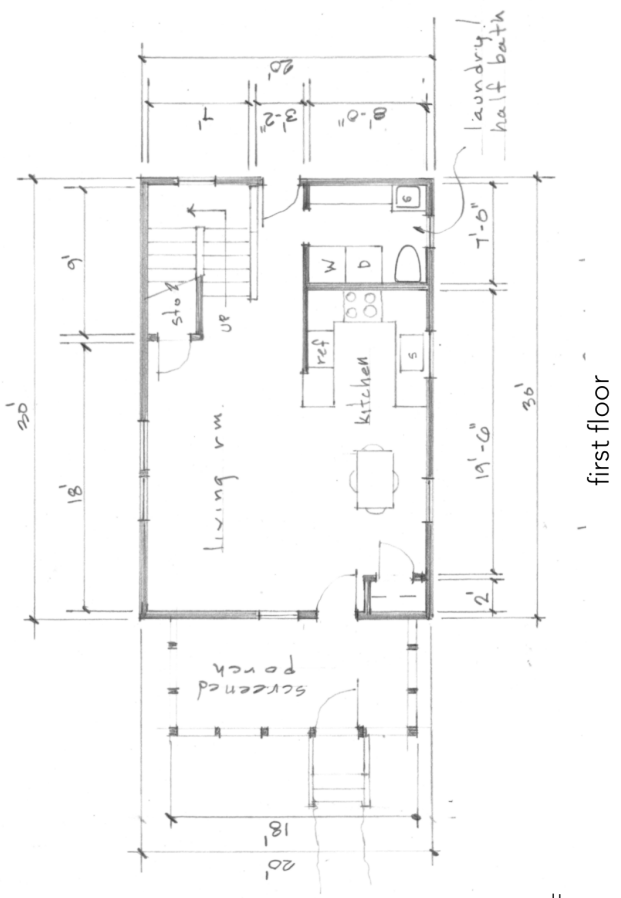


HEATED SPACE: 700 SF

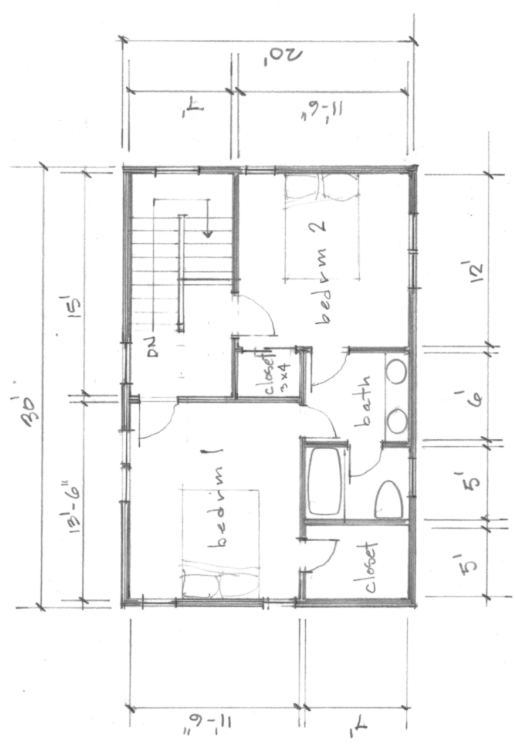


front elevation

HEATED SPACE: 1200 SF



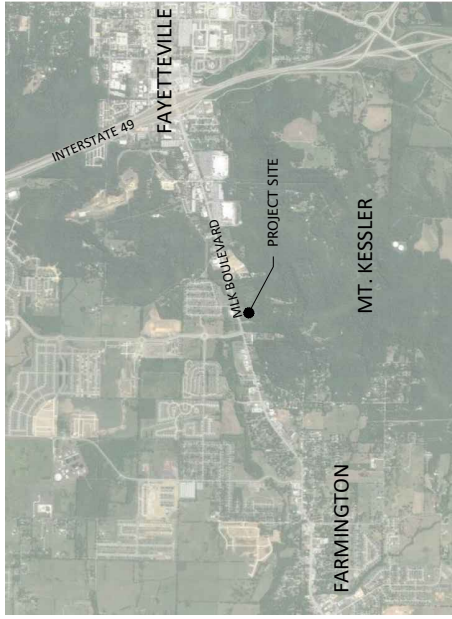
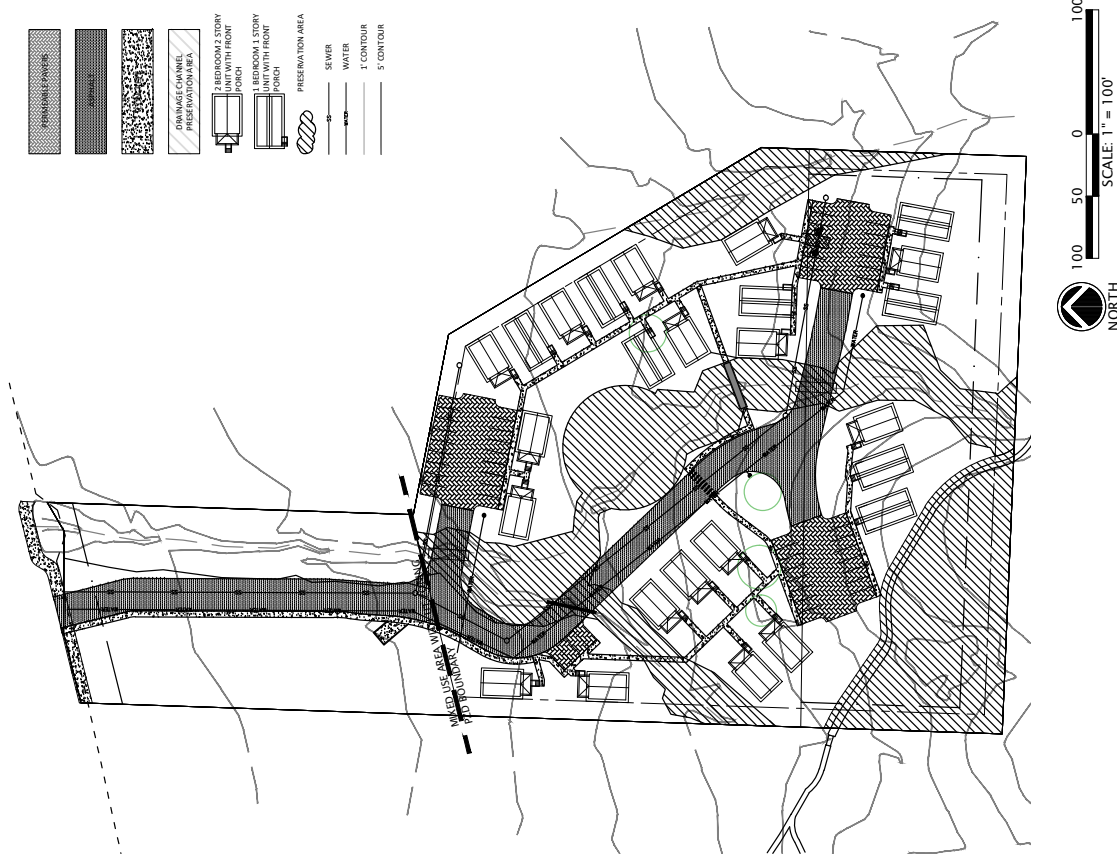
first floor



second floor

N. PZD Exhibits

SWEET BAY @ KESSLER PLANNED ZONING DISTRICT APPLICATION



VICINITY MAP

LEGAL DESCRIPTION FOR PZD:

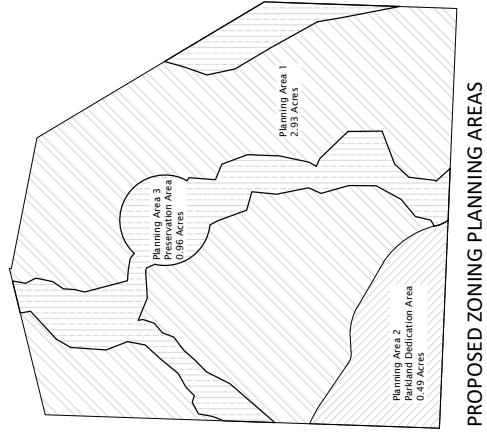
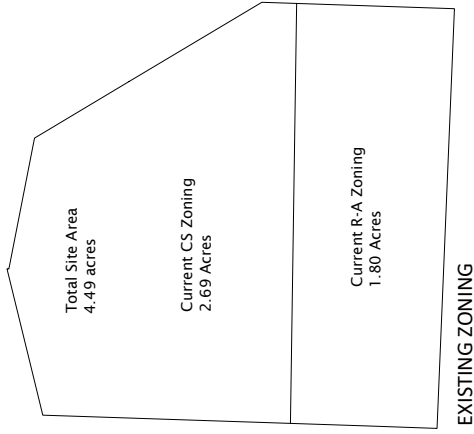
A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING STONE MARKING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24 AND RUNNING THENCE ALONG THE SOUTH LINE THEREOF N87°36'10"W 96.00' TO AN EXISTING REBAR, THENCE LEAVING SAID SOUTH LINE N01°55'39"E 436.64', THENCE N76°15'06"E 166.64', THENCE S01°54'39"W 2.06', THENCE S78°55'38"E 147.57', THENCE S30°52'00"E 293.27', THENCE S01°55'11"W 213.44' TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24, THENCE ALONG SAID SOUTH LINE N87°36'10"W 369.02' TO THE POINT OF BEGINNING, CONTAINING 4.49 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PARKING TABLE	
NUMBER OF SPACES BY USE:	
RESIDENTIAL - 2 PER UNIT	
REQUIRED	50 STANDARD SPACES TOTAL 1 ADA SPACES/ 25 REQUIRED STANDARD SPACES
PROVIDED	49 SPACES STANDARD 2 ADA SPACE 51 SPACES TOTAL

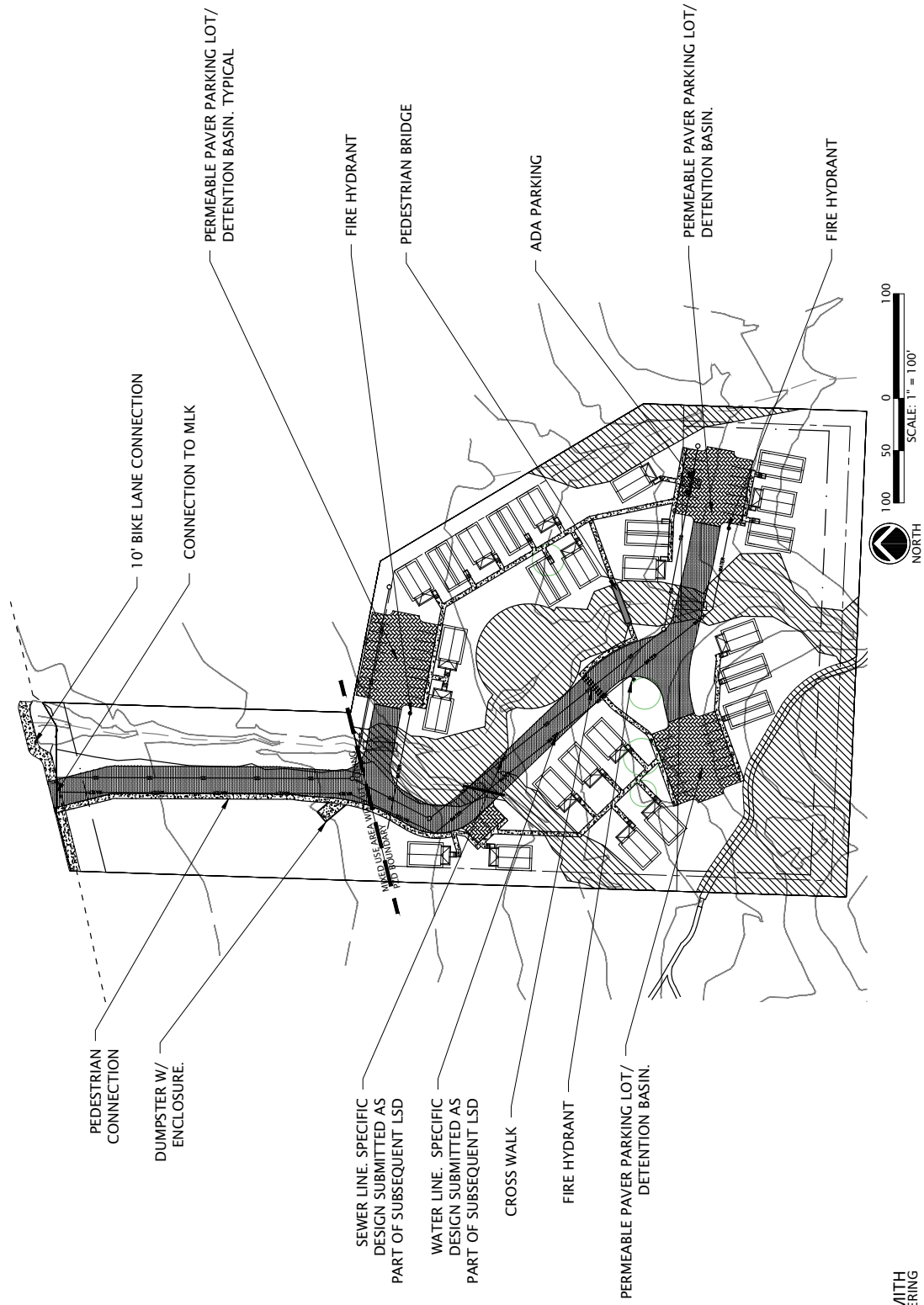
SWEET BAY @ KESSLER PLANNED ZONING DISTRICT APPLICATION



GAVIN R SMITH
 CIVIL ENGINEERING
 DATE: 5/8/2023



SWEET BAY @ KESSLER PLANNED ZONING DISTRICT APPLICATION



GAVIN R SMITH
CIVIL ENGINEERING

DATE: 5/8/2023



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING: May 8, 2023 **Updated with PC hearing results from May 8, 2023**

SUBJECT: **PZD-2023-0002: Planned Zoning District (SOUTHEAST OF W. MARTIN LUTHER KING JR BLVD AND S. SMOKEHOUSE TRAIL/SWEET BAY AT KESSLER, 596):** Submitted by GAVIN SMITH for property located SOUTHEAST OF W. MARTIN LUTHER KING JR BLVD AND S. SMOKEHOUSE TRL. The property is split zoned R-A, RESIDENTIAL AGRICULTURAL, CS, COMMUNITY SERVICES, and UT, URBAN THOROUGHFARE and contains approx. 5.59 acres. The request is to rezone 4.49 acres of the property to a PLANNED ZONING DISTRICT.

RECOMMENDATION:

Staff recommends forwarding **PZD-2023-0002** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

"I move to forward **PZD-2023-0002** to City Council with a recommendation of approval, with conditions as outlined by staff."

APRIL 24, 2023 PLANNING COMMISSION MEETING

At the April 24 Planning Commission meeting, the item was tabled at the applicant's request to allow for additional time to address outstanding comments on the proposed Planned Zoning District. The applicant resubmitted, and the attached booklet reflects the most recent version of the applicant's request.

BACKGROUND:

The subject property is located in west Fayetteville, southeast of the intersection of W. Martin Luther King Jr. Blvd and S. Ruppel Road. While a leg of the overall property has frontage along W. Martin Luther King Jr. Blvd, the area in question is about 300 feet south without access to a public street. Undeveloped and mostly covered in tree canopy, there is an approximately 7% slope upward as the portion of the property in question moves south. The entire property is outside of the Hillside Hilltop Overlay District. Surrounding land uses and zoning is depicted in *Table 1*.

Table 1: Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Undeveloped	UT, Urban Thoroughfare
South	Undeveloped/Single-Family Residential	R-A, Residential-Agricultural
East	Undeveloped	CS, Community Services; R-A, Residential-Agricultural
West	Undeveloped	UT, Urban Thoroughfare; R-A, Residential Agricultural

Proposal: The applicant requests to rezone the property to a Residential Planned Zoning District with three Planning Areas, as described below:

- **Planning Area #1 – 2.93 acres:** The intention of this planning area is to provide cabin-style single-family homes at a maximum density of 10 units per acre that are clustered and concentrated to leave additional room in the planning area for parking, detention, and utilities. The allowable uses are similar to but more limited than those allowed in other single-family zoning districts such as RSF-4 or NC, Neighborhood Conservation.
- **Planning Area #2 – 0.49 acres:** This planning area is intended for parkland dedication. The area in question currently includes a portion of a downhill mountain biking trail. Parkland dedication would be required to be evaluated by the Parks and Recreation Advisory Board, and a full evaluation of its suitability for City acquisition would take place during the large-scale development process. The permitted uses are similar to those in the P-1, Institutional zoning district.
- **Planning Area #3 – 0.49 acres:** This planning area is intended for natural preservation. There are limited uses permitted, but it does allow for cultural and recreational facilities and other city-wide uses by right.

Public Comment: Staff has received minimal public comment on the request, limited primarily to inquiries, and no comments of outright support or opposition.

INFRASTRUCTURE:

Streets: The Planned Zoning District subject area does not have access to a public street; however, the northern portion of the overall property has frontage to West Martin Luther King Jr. Boulevard (also designated as U.S. Highway 62), which is classified as a Regional High-Activity Link. This street has two travel lanes in each direction with a continuous center left turn lane and is partially improved having asphalt paving, storm drain, curb and gutter, and sidewalk at back of curb. Any street improvements required in these areas would be determined at the time of development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is not available to the subject area; however, public water is available to the northern portion of the property that is not included in this Planned Zoning District request. An existing 18" DIP water main is present along the south side of West Martin Luther King Jr. Boulevard that the developer can connect to. Any required public water main extensions will be reviewed with a submittal for development.

Sewer: Sanitary Sewer is not available to the subject area. An off-site sanitary sewer main extension will have to be installed by the developer to the existing 6" VCP sanitary sewer that is present at the southwest corner of the West Martin Luther King Jr. Boulevard and South Smokehouse Trail intersection to serve future development on this property. A downstream sewer capacity analysis may be required with development to determine if the existing 6" VCP sanitary sewer main has adequate capacity for the proposed increases in flow.

Drainage: Any additional improvements or requirements for drainage will be determined at time of development. No portion of the subject area lies within a FEMA floodplain,

there is no protected stream present, and the property is outside of the Hillside-Hilltop Overlay District. Hydric soils do not appear to be present in the request area but do appear to be present in a small area of the northern portion of the overall property. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits will be issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 6, located at 990 S. Hollywood Ave., protects this site. The property is located approximately 1.9 miles from the fire station with an anticipated drive time of approximately 5 minutes using existing streets. The anticipated response time would be approximately 7.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed PZD, Residential Planned Zoning District, requires **25% minimum canopy preservation**. The current zoning district R-A, Residential-Agricultural requires **25% minimum canopy preservation**; CS, Community Services requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood**.

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a low infill score for the subject property of 4, which translates to a weighted score of **4**. The elements vary by the area of the property being considered, and include the following:

- Adequate Fire Response (Station #6, 990 S. Hollywood Avenue)
- Near City Park (Centennial Park)

- Near Paved Trail (S. Ruppel Road)
- Appropriate Future Land Use (City Neighborhood Area)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the applicant's request to be compatible with existing surrounding land uses. While zoned for higher entitlements generally, the area in question is minimally developed, and well-forested. The applicant's request reflects an incremental increase in density and intensity that both respects the natural features of the site (the slope into Kessler Mountain), while also leaving room at the northern portion of the site for higher intensity uses allowable by-right in its current zoning district. The separation of the PZD into three planning areas indicates a specific intention to work within the confines of existing amenities on the site, including a mountain bike trail that runs into the adjacent property to the west. That same property is also pending transfer to the City of Fayetteville Parks and Recreation Department. The proposed use of single-family cabins is architecturally compatible with the surrounding environment as well. The applicant's request would also allow for short-term rentals. However, since the overall planned zoning district is strictly residential and does not include any commercial or mix of uses, staff finds that any cabins that would like to pursue a short-term rental would require a conditional use permit.

Land Use Plan Analysis: Staff finds that the request is consistent with the City's land use and zoning plans. Recently, the City Council adopted a new street section for Smokehouse Trail to incorporate on-street parking to the adjacent mountain biking trails, including the Fayetteville Traverse. Further, the proposal respects the Future Land Use map distinction by leaving the existing UT zoning as is, to allow for higher intensity uses in the future. Staff finds that the proposal meets City Plan 2040 goal by making appropriate infill a high priority; the infill score for the site is currently quite low, so inserting single-family cabins in the area acts as a good transitional development to future high-density development. The proposal also capitalizes on proximity to the trail network.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that the proposed rezoning is justified in order to develop a potentially difficult site in a way that is compatible with both current and long-term land uses for the area. The concentrated density allows for additional land on the overall site to be set aside for potential open space and recreational features.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed PZD is not likely to have a significant impact on traffic danger or congestion in the area. The overall proposed vehicular access will be

primarily from W. Martin Luther King Jr. Blvd. But with both planned and future trails in the area immediately to the west, the site is also uniquely connected to the greater City of Fayetteville trail network, which provides an alternative source of transportation. The density in the PZD is also less than what is permitted under most of the site's current zoning which under CS, Community Services does not have a stated density limitation.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed RPZD would not alter the population density in a way that would undesirably increase the load on public services. New sewer and water lines would be required to be extended to the proposed development, at a cost that would be born by the developer. Additionally, a sewer capacity analysis may need to occur during an associated large-scale development. That said, given the proximity to Martin Luther King Jr. Blvd, staff finds that any lack of water and sewer facilities at this time are of a limited concern.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

Sec. 161.35. Planned Zoning Districts (PZD)

(B) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned zoning and developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development. The City Council may consider any of the following factors in review of a Planned Zoning District application.

- (1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
- (2) *Compatibility.* Providing for compatibility with the surrounding land uses.
- (3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
- (4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
- (5) *No negative impact.* Does not have a negative effect upon the future development of the area;

- (6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
- (7) *Open space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
- (8) *Natural features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) *Future Land Use Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the Future Land Use Plan.
- (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
- (11) *Recognized zoning consideration.* Whether any other recognized zoning consideration would be violated in this PZD.

Findings: As outlined in previous findings, staff finds that the proposal is generally in line with the factors that may be considered with a Planned Zoning District. The proposed PZD is particularly well suited to meet the flexibility, harmony, no negative impact, and natural feature tenets of the ordinance.

RECOMMENDATION: Staff recommends forwarding **PZD-2023-0002** to City Council, with a recommendation of approval, with conditions as outlined below.

Conditions of Approval:

1. Revise the PZD booklet and plans to reflect the following:
 - a. Correct typos throughout
 - b. Consider striking Unit 46 from Planning Area 2; no residential structures are proposed or permitted.
 - c. Strike Unit 26 from Conditional Uses in Planning Area 2; the intention is solely for Parkland
 - d. Clarify density limitation in Planning Area 2, if multi-family uses are removed from that Planning Area
 - e. Add a requirement that states that "Any and all signage shall meet the requirements as set forth in Unified Development Code section 174."
 - f. Add a note about how common areas will be maintained.
2. Parkland dedication must be reviewed by PRAB with the associated development;
3. Any proposed lots without frontage shall provide adequate access for water, sewer, and emergency services; and
4. Proposed fire apparatus access roads shall meet requirements as stated by all applicable fire codes.

Planning Commission Action:

☒ Forwarded

☐ Tabled

☐ Denied

Meeting Date: May 8, 2023

With conditions as recommended
by staff.

Motion: Garlock

Second: Brink

Vote: 8-0-0

BUDGET/STAFF IMPACT:

None

Attachments:

- Urban Forestry Memo
- Applicant Request Letter
- PZD Booklet
- One Mile Map
- Close Up Map
- Current Land Use Map
- Future Land Use Map

TO: Technical Plat Review

THRU: Ryan Umberger, Senior Planner

FROM: Melissa Evans, Urban Forester

MEETING DATE: March 29, 2023

SUBJECT: **PZD-2023-0002: SWEET BAY AT KESSLER:** Submitted by GAVIN SMITH for property located at W. MARTIN LUTHER KING JR BLVD AND S. SMOKEHOUSE TRL. The property is split zoned CS, COMMUNITY SERVICES, and UT, URBAN THOROUGHFARE and contains approximately 5.61 acres. The request is for the property to be zoned PZD, PLANNED ZONING DISTRICT as a mixed-use space.

RECOMMENDATION:

Urban Forestry Staff recommends the approval of PZD-2023-0002 since the PZD booklet essentially states that Chapter 167 Tree Preservation and Protection and Chapter 177 Landscape Regulations requirements will be met. The required minimum existing tree canopy coverage is 25% for PZDs. If any portion of the property is in the Hillside Hilltop Overlay District (HHOD), 5% will be added to the canopy requirement to total 30%.

It is highly recommended that as many trees be preserved as possible to meet the requirement, and that buildings, parking, utilities and other infrastructure elements be designed around the trees. According to the PZD booklet, this is the approach the developer and designer will take as best possible.

Chapter 177 Landscape Regulations must be met also, including street trees along public or private streets and one tree with a tree island per twelve parking spaces. The site plan included in the booklet shows some parking bays that are 14 spaces long which would need a tree island to break up the parking row.

GAVIN SMITH
CIVIL ENGINEERING



March 14, 2023

From Gavin Smith, PE CFM
Gavin Smith Civil Engineering, LLC
393 N Allen Street
Fayetteville, AR 72701

To: City of Fayetteville – Planning Staff

RE: Sweet Bay @ Kessler PZD

Hello,

Please find enclosed with this submission a PZD booklet including a full conceptual proposal for the rezoned portion of the proposed development.

Scope: (35) cabins and associated roads, parking, natural spaces, and public utilities.

Thank You,
Gavin Smith PE CFM

Sweet Bay @ Kessler



A: Ownership:

D&B of Northwest Arkansas, LLC

PO Box 1146

Farmington, AR 72730

Planning Commission

May 8, 2023

PZD-2023-0002 (SWEET BAY AT KESSLER)

Page 10 of 39

Page 605 of 634

B. Scope & Project

Project Description:

The total property is 5.59 acres. The Planned Zoning District is for the rear 4.49 acre portion of the property. Currently the property, roughly a boot shape, includes 3 different zonings. The front of the project lot borders MLK and is zoned as UT: Urban Thoroughfare; 1.10 acres (19.7%). The middle portion is zoned CS: Community Services; 2.69 acres (48.1%). The rear of the Project is zoned R-A: Residential-Agricultural; 1.80 acres (32.2%).

This proposal only unifies and rezones the back 2 sections, from CS and R-A to RPZD. The front portion will remain UT and be developed for a commercial use appropriate to the frontage. The purpose of this Rezone is to uniformly develop the back portion of the site. Currently the small portion of land at the rear has less than the minimum 2 acres for even a single home. Every effort has been made to tone down the development style of the proposal towards a balanced use of the forested toe of Kessler Mountain.

Scope:

(25) cabin like single family residences and associated roads, parking, natural spaces, and public utilities.

C. General Project Concept

1. Site Major Elements Considerations:
 - i. Flexibility – This proposal offers an alternative not available directly through other zoning. By squeezing the parking areas together and distributing the houses on only those portions of land suitable for construction without regard to street frontage, this plan utilizes the site for a residential use, while maximizing and preserving the maximum amount of natural space.
 - ii. Compatibility – The surrounding properties are undeveloped, with a high development possibility to the north and a low possibility to the south. This project incorporating a medium density with an emphasis on tree preservation and natural space serves as a gradual transitional area between the undeveloped forest of Mount Kessler and the intense corridor of MLK.
 - iii. Harmony – Several design considerations for this project were tree preservation and maintaining the character of the land including the medium mature woodlands and transitional ecological succession character of the former farmland.
 - iv. Variety – This PZD offers variety because it includes a preservation approach for the onsite wooded drainage channels, includes a preservation area around the existing bike trail, and includes several small pods of houses that each have a group orientation to create 4 to 5 separate micro communities.
 - v. No negative impacts – This project does not create negative impacts for future developments on adjacent properties. The natural drainage pattern changes and other changes are mitigated within the boundary of the site.
 - vi. Coordination – The neighboring property owners were all introduced to the project and given an opportunity to discuss the project. Several meetings were held with the owner of the corner property to discuss access. Both the trailblazer group (current owner) and the Fayetteville parks department were approached and invited to give input on the design and location of the PZD proposal. A loose association of the residential neighbors in the nearest neighborhood were

contacted. A presentation was given to them about the proposed development and a subsequent input session to hear their opinions.

- vii. Open space – This proposal includes several natural areas adjacent to streams and focuses small clusters of residential units around shared open space and tight porch paths and orients the rears toward natural areas creating a front porch community feel. Neighbors must pass their neighbors’ front doors on the way to their cars but can also find privacy.
- viii. Natural features – Several natural intermittent channels and trees occupy the site. These areas are left as they are. Tree Preservation is discussed below.
- ix. Future Land Use – Please see item J discussed below.
- x. Special Features – This land is currently undeveloped. The site is now wooded but was previously farmland. The land is currently not utilized.
- xi. Recognized Zoning Considerations – There are no recognized zoning considerations for this site.

2. Streets

Streets are 26’ wide asphalt.

3. Trail and Pedestrian Connectivity

A proposed section of the trail would come to the site where it borders MLK giving residents direct access to the greenway system. The immediate trail connectivity would make car-less bicycle living feasible for the adventurous.

4. Lot Layout

This project is conceived as a single owner rental project without any proposed subdivision of lots.

5. Undisturbed Natural Buffer areas

The existing intermittent runoff channels on the site were carefully avoided and buffered against development. Trees adjacent to and in the channels have been left in place. Stream crossings are minimal and situated perpendicular for minimum disturbance.

6. Tree Preservation Areas

A giant and ancient oak tree was immediately identified as a critical tree for preservation. Many aspects of the unconventional layout of the site can be traced directly back to this tree and centering the development around it. Tree preservation areas are also intermittent channel buffering areas. The site layout was predicted to avoid work in and near the channels and preserving tree cover in a strip around the channels. PZDs require 25% of the canopy to be preserved. This proposal preserves slightly more than 30% as presented.

7. Stormwater Detention Areas and Drainage

Stormwater detention is achieved using porous gravel reservoirs situated beneath permeable paver parking areas. For greater rainstorm events like to the 50 and 100 year storms the parking lot is also designed to hold up to 6” of water, which is a great enough quantity to attenuate storm flows, but not enough to flood cars or damage property. Preliminary stormwater models show that the site as designed provides the required stormwater detention and water quality treatment required by the Drainage

Criteria Manual. Stormwater calculations and design will be verified and reviewed as part of a subsequent large-scale development, so while the presented design accounts for stormwater, the city will have additional opportunities for comment, review, and approval.

8. Fire Access and Fire Code

The cabins and roads as shown in the proposed exhibit meet all applicable requirements for fire apparatus access. The roads are 26' wide. Turn radii are 28' or greater. Road length from Appendix D compliant turn-arounds are 150' or less. Two separate fire access roads connect the site to the street system, one at the front of the site to MLK and a second proposed drive connecting to Smokehouse Trail to the west.

9. Site Grading

The parking lots are situated parallel to the natural contours so that slight cut grading up hill and fill grading downhill allows the parking to be flat and double as detention areas. Each cabin is conceived as an elevated slab that preserves the adjacent native grade. Connection paths would be at grade. Necessarily flat areas to connect ADA parking to ADA units are situated on the lower parking area where the native grade is natural much flatter. This technique of following the contours for the graded elements reduces the amount of site grading and soil disturbance usually associated with a development of this size and density.

D. Site Areas

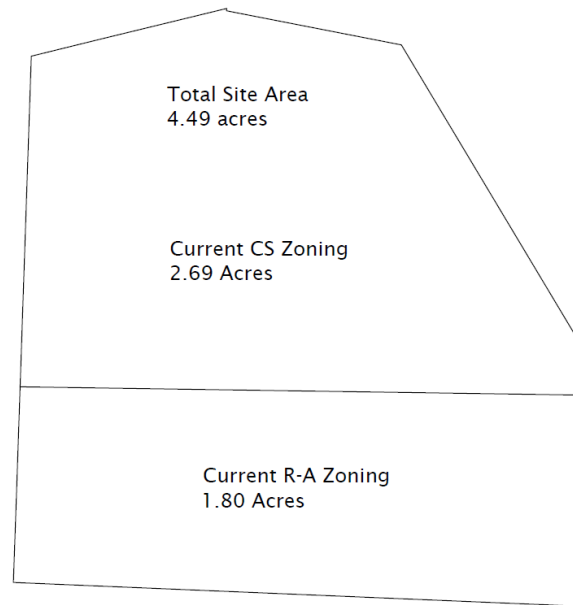


Figure 1 - Site Area of Current Zoning

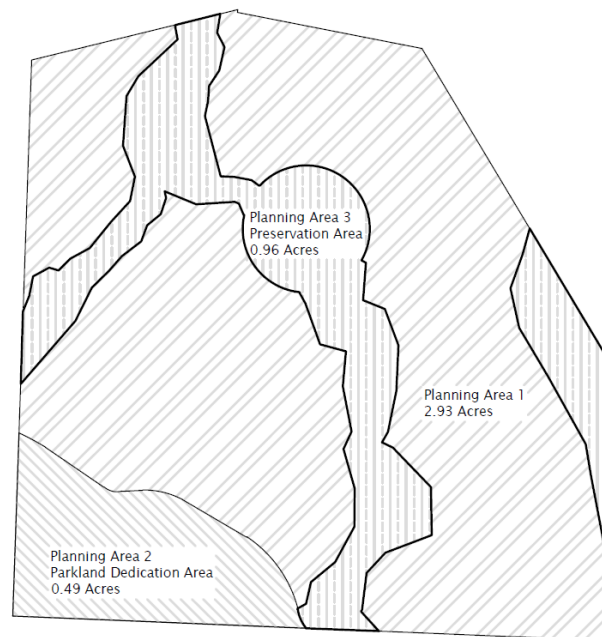


Figure 2 - Site Area of Proposed PZD

E. Existing & Proposed Zoning Standards

Existing RA

Existing CS

Proposed Planning area 1 – Single Family Residential

Proposed Planning Area 2 – Parkland Dedication

Proposed Planning Area 3 – Preservation Area

161.22 - Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings

Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

- (C) *Density.* None.
- (D) *Bulk and Area Regulations.*
- (1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

- (2) *Lot Area Minimum.* None.
- (E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

- (F) *Building Height Regulations.*

Building Height Maximum	5 stories
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- (G) *Minimum Buildable Street Frontage.*50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6409 §1, 2-2-21; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6497, §1, 10-19-21)

Editor's note— Ord. No. 6625, §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

161.03 - District R-A, Residential-Agricultural

- (A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.
- (B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities

Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)
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(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	2 acres
Residential:	
Nonresidential:	
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12; Ord. No. 5945, §3, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

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RPZD Sweet Bay @ Kessler

Proposed Zoning

Planning Area 1 Single Family Residential Area.

(A) **Purposes.** *The purpose of this planning area is to provide single family living in a manner that increases community interaction by clustering houses and minimizing ecological disturbance by concentrating parking, detention, and utilities. This PZD creates a buffer between the low density and mostly undeveloped slope of Kessler Mountain and the high intensity of the rapidly growing MLK corridor connecting Fayetteville and Farmington.*

(B) **Uses**

(1) **Permitted Uses.**

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) **Conditional Uses.**

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 24	Home occupations

(C) **Density**

Units Per Acre	10
----------------	----

(D) **Bulk and Area Regulations**

Lot Width Minimum	None	
Lot Area Minimum	Residential	None
	Nonresidential	None
Lot Area per dwelling unit	None	

(E) **Setback Regulations**

Front	Side	Rear
15 feet	15 feet	15 feet

(F) **Height Requirements.**

3 stories

(G) **Building Area.**

None

RPZD Sweet Bay @ Kessler

Proposed Zoning

Planning Area 2	Park Land Dedication Area
------------------------	----------------------------------

(A) **Purposes.** *The purpose of this planning area is to create an area of park land. This area includes a part of a trailblazers downhill mountain biking trail. Trailblazers is currently in the process of donating the adjacent property to the city for the use of a downhill mountainbiking park. This area be dedicated to the city during the large scale development of the subject property for this PZD.*

(B) **Uses**

(1) **Permitted Uses.**

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 46	Short-term rentals

(2) **Conditional Uses.**

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 26	Multi-family dwellings
Unit 36	Wireless communication facilities
Unit 42	Clean technologies

(C) **Density**

Units Per Acre	None
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(D) **Bulk and Area Regulations**

Lot Width Minimum	None	
Lot Area Minimum	Residential	None
	Nonresidential	None
Lot Area per dwelling unit	None	

(E) **Setback Regulations**

Front	Side	Rear
30 feet	20 feet	25 feet

(F) **Height Requirements.**

There shall be no maximum height limit, provided, however, if a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) **Building Area.**

On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

RPZD Sweet Bay @ Kessler

Proposed Zoning

Planning Area 3 Natural Preservation Area

(A) **Purposes.** *The purpose of this planning area is to create a buffer around the existing onsite drainage channels. This area is inclusive of the high priority preservation Post oak tree.*

(B) **Uses**

(1) **Permitted Uses.**

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities

(2) **Conditional Uses.**

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 42	Clean technologies

(C) **Density**

Units Per Acre	None
----------------	------

(D) **Bulk and Area Regulations**

Lot Width Minimum	None	
Lot Area Minimum	Residential	None
	Nonresidential	None
Lot Area per dwelling unit	None	

(E) **Setback Regulations**

Front	Side	Rear
30 feet	20 feet	25 feet

(F) **Height Requirements.**

There shall be no maximum height limit, provided, however, if a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) **Building Area.**

On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

F. Site Analysis

The site is covered evenly by a mixture of scrub to medium mature stands of oak/hickory forest on the lower toe of the Mount Kessler hill.

G. Recreational Facilities

The site is near both hiking trails in the hills above the old smokehouse and bike trails on the neighboring property owned and operated by trail blazers. The regional greenway system comes to the site.

H. Reason for Rezoning

The purpose of this Rezone is to uniformly develop the back portion of the site. This proposal only unifies and rezones the back to 2 sections, from CS and R-A to this PZD. The front portion will remain UT and be developed for mixed commercial use appropriate to the frontage.

I. Relationship to Adjacent Properties

To the North is ultimately MLK Boulevard, but the Large-Scale Development after this rezoning would include a proposed development of small size cluster of commercial spaces.

To the West are two properties, the northern is currently under review for a proposed gas station/convenience store, and the southern is owned by trailblazers and contains bike trails. This project would build an access between these two properties and a trail head for the trailblazer property.

To the East is a currently vacant property that was previously approved for an expansive RV park.

To the South is a lot owned by trailblazers that they are currently offering for sale.

J. Comprehensive Land Use Plan

The entirety of this site is designated as “City Neighborhood” in the 2040 Master Plan and is shown as such on the City’s “future Land Use Plan. The City Plan lays out guiding policies for City Neighborhood. This project complies with the lands use plan by providing:

1. Adequate infrastructure
2. Trail connectivity for walking and biking
3. ADA compliant mixed use
4. Appropriate density for the site
5. Streets and walking paths that suit the land
6. Encourage neighborliness
7. Vernacular materiality of built structures

K. Impact on City Services

This project would add to the water and sewer infrastructure of the city. This project would require trash services.

L. Conceptual Description

1. Screening and Landscape

The proposed landscape material for Sweet Bay @ Kessler shall share the Ozark – Woodland character of the surrounding areas by using plant species native to this region. The landscape palette will range from large shade trees, ornamental trees, to low, space-defining plantings that respond and reflect its context to Mt. Kessler Park. Provided buffers shall meet the required widths and materials as listed in the City of Fayetteville Code of Ordinances. The property is surrounded by commercial or residential-agricultural zones and will not negatively impact the adjacent properties.

2. Traffic Circulation

Traffic will enter the site via an existing curb cut along MLK.

3. Parking Standards

Parking shall be per the minimum requirements for the residential uses in the Unified Development Code in regard to standard spaces and ADA spaces, 2 spots per unit, with 2 ADA spaces.

4. Perimeter treatment

Where possible vegetation shall be left around the perimeter of the site.

5. Sidewalks

Concrete sidewalks shall connect the residential units to the public right of way.

6. Streetlights

Streetlights shall be added as required along streets for minimum lighting requirements. Parking lots shall include lighting. All lights shall be cutoff type.

7. Water

Water shall connect to the site via the mains along MLK. All water improvements shall be per the standard details and specifications of the city, reviewed by the city, and contingent upon approval of the Arkansas Department of Health.

8. Sewer

Sewer shall connect to the site via the manhole located at the intersection of MLK and Smoke House trail via a new main built in the existing easement along MLK. The existing easement contains an easement that has sufficient width to include a sewer main with appropriate offset. All water improvements shall be per the standard details and specifications of the city, reviewed by the city, and contingent upon approval of the Arkansas Department of Health.

9. Streets and Drainage

Streets shall be asphalt, 26' in width and capable of support heavy vehicles including fire trucks and trash trucks. Parking areas shall be permeable paver basin structures with void space gravel detention. Roofs shall be hard piped to parking basins. To the greatest extent possible natural surface drainage patterns shall be preserved. Drainage improvements shall meet the requirements of the Drainage criteria manual.

10. Construction of Non-residential Facilities

No non-residential facilities are proposed within the boundaries of the PZD.

11. Proposed Signage

No signage is proposed.

12. View Protection

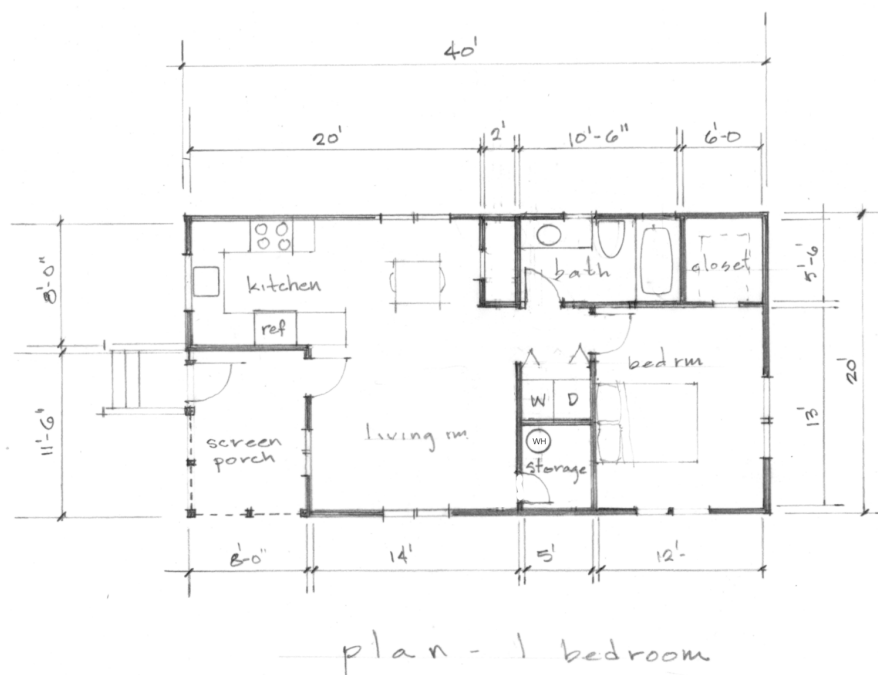
The site is isolated from direct public view by the neighboring properties.

13. Covenants, Trusts, and Homeowner Association

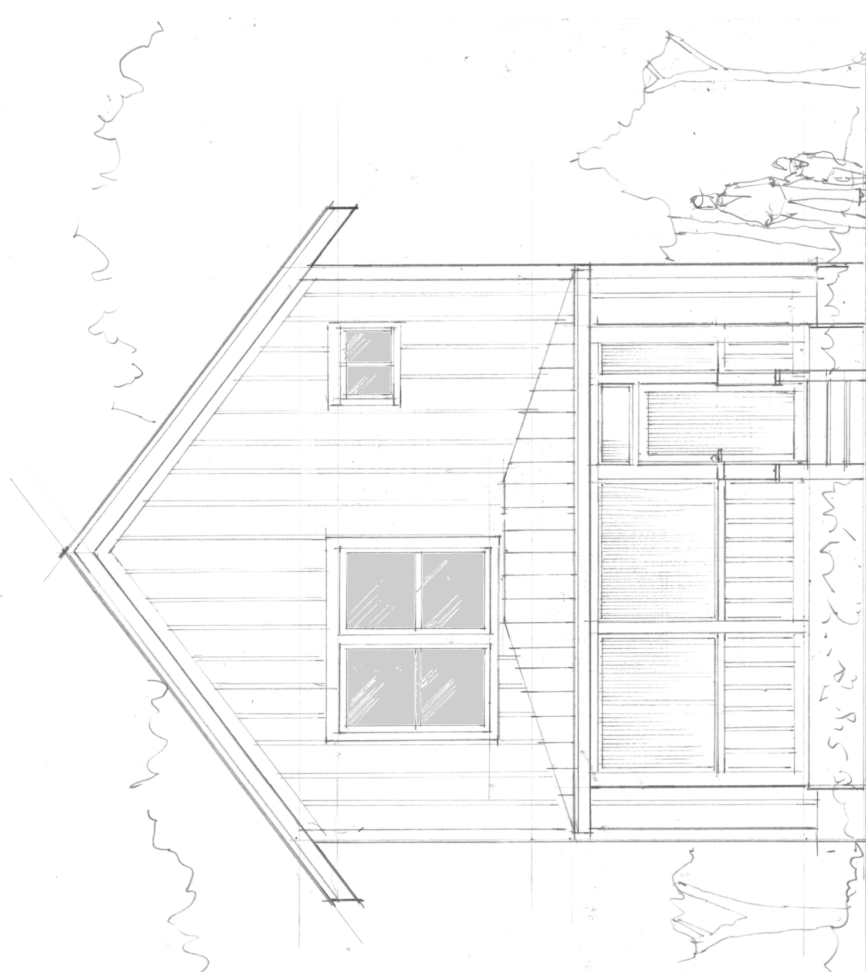
No covenants and no homeowner association are proposed.

M. Architectural Standards

-Architectural standards shall generally reflect elevations as submitted.

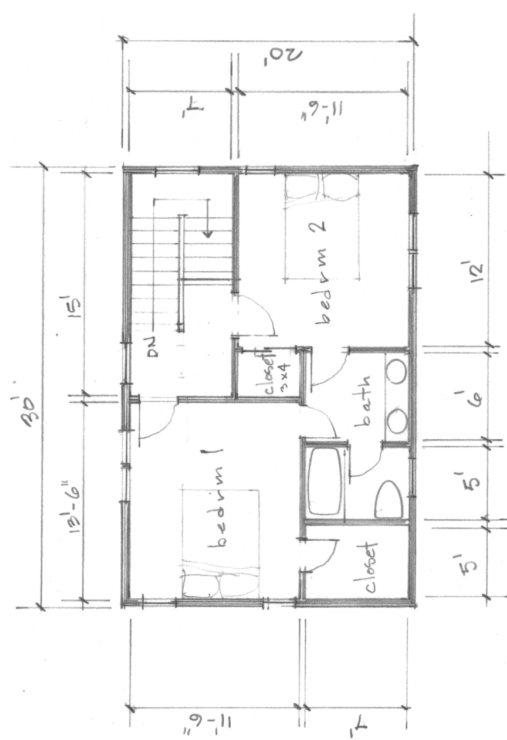
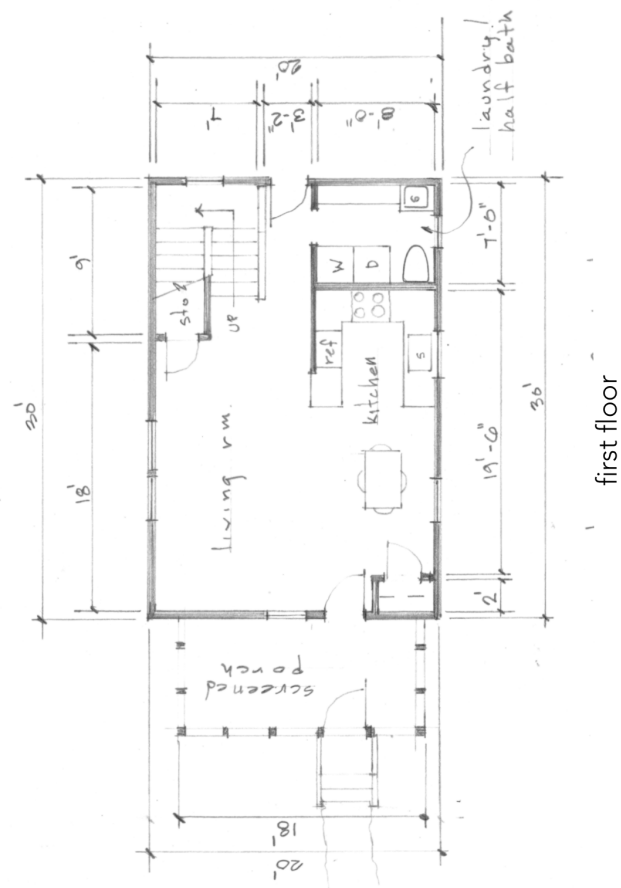


HEATED SPACE: 700 SF



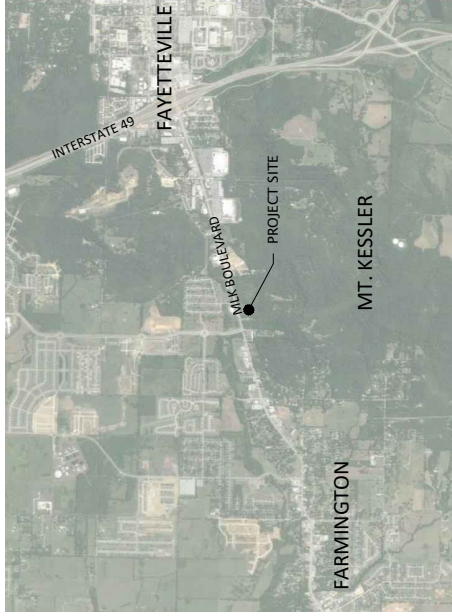
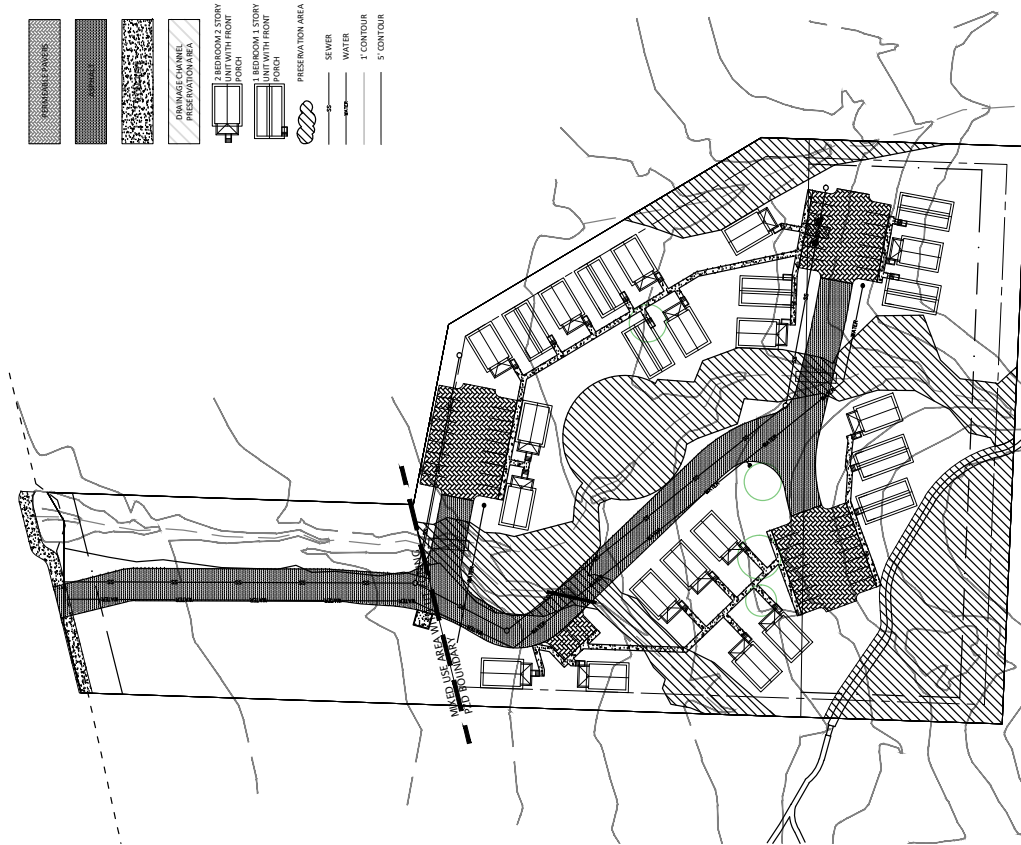
front elevation

HEATED SPACE: 1200 SF



N. PZD Exhibits

SWEET BAY @ KESSLER PLANNED ZONING DISTRICT APPLICATION



VICINITY MAP

LEGAL DESCRIPTION FOR PZD:

A PART OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 24, TOWNSHIP 16 NORTH, RANGE 31 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT AN EXISTING STONE MARKING THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24 AND RUNNING THENCE ALONG THE SOUTH LINE THEREOF N87°36'10"W 96.00' TO AN EXISTING REBAR, THENCE LEAVING SAID SOUTH LINE N01°55'39"E 436.64', THENCE N76°15'06"E 166.64', THENCE S01°54'39"W 2.06', THENCE S78°55'38"E 147.57', THENCE S30°52'00"E 293.27', THENCE S01°55'11"W 213.44' TO THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 24, THENCE ALONG SAID SOUTH LINE N87°36'10"W 369.02' TO THE POINT OF BEGINNING, CONTAINING 4.49 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

PARKING TABLE	
NUMBER OF SPACES BY USE:	
RESIDENTIAL - 2 PER UNIT	
REQUIRED	50 STANDARD SPACES TOTAL 1 ADA SPACES/ 25 REQUIRED STANDARD SPACES
PROVIDED	49 SPACES STANDARD 2 ADA SPACE 51 SPACES TOTAL



GAVIN R SMITH
CIVIL ENGINEERING
DATE: 5/1/2023

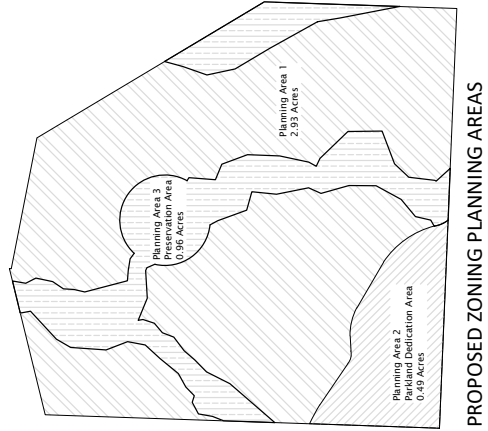
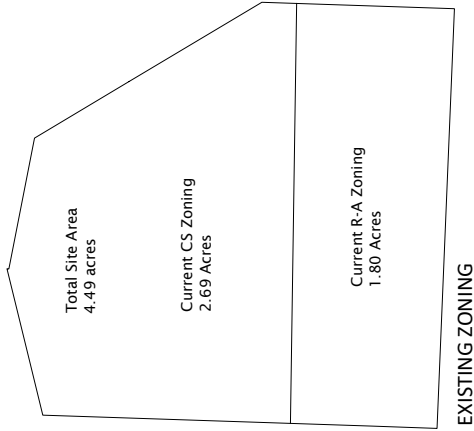
Planning Commission
May 8, 2023

SWEET BAY @ KESSLER PLANNED ZONING DISTRICT APPLICATION

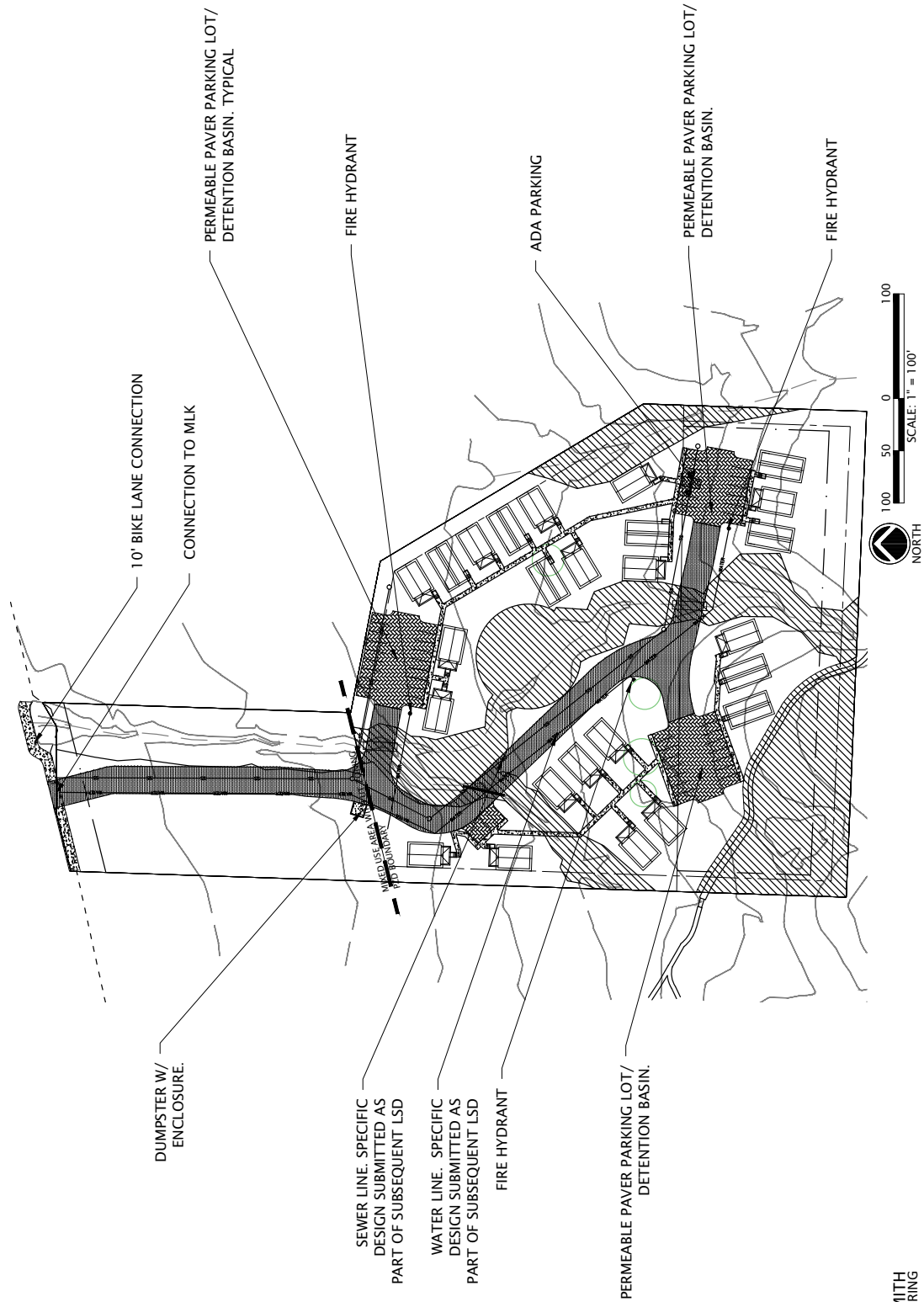


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May 8, 2023



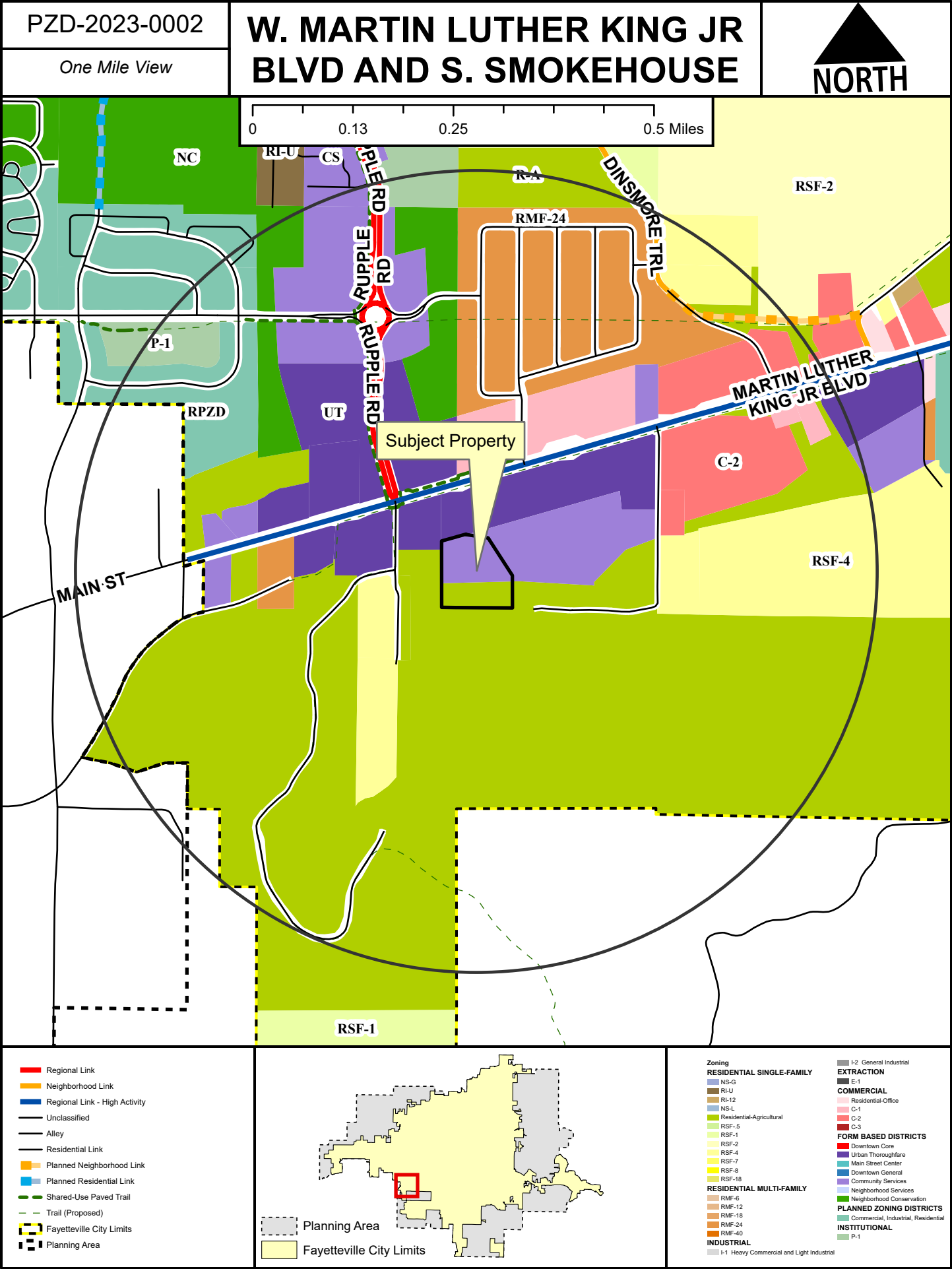
SWEET BAY @ KESSLER PLANNED ZONING DISTRICT APPLICATION

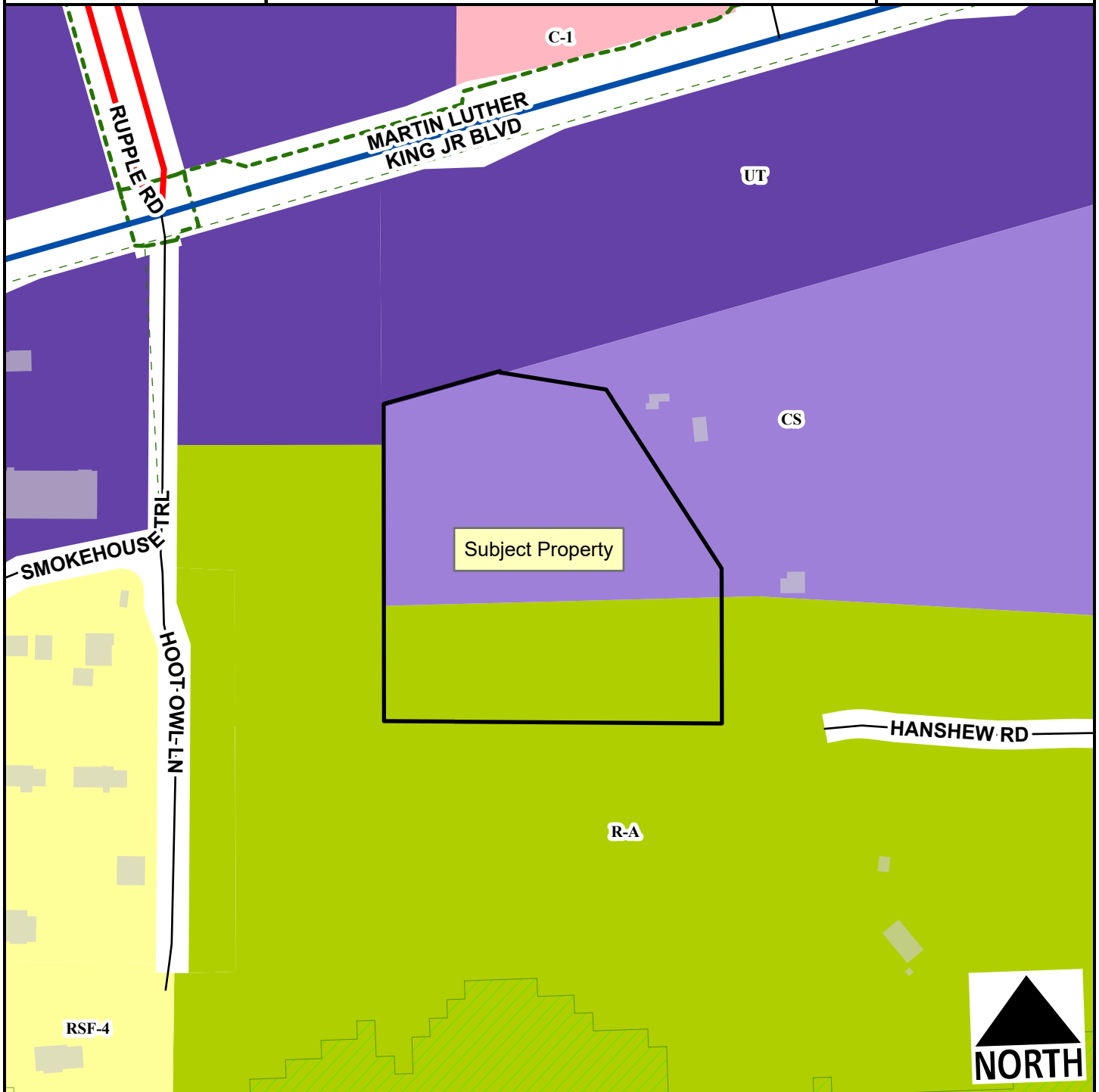


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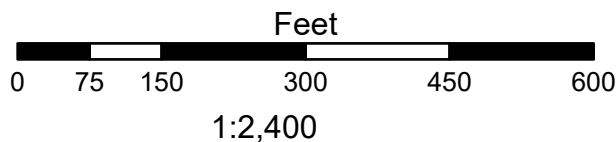
DATE: 5/1/2023

Planning Commission
May 8, 2023





- Regional Link
- Regional Link - High Activity
- Residential Link
- ▨ Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- - - Shared-Use Paved Trail
- - - Trail (Proposed)



- Residential-Agricultural
- RSF-4
- C-1
- Urban Thoroughfare
- Community Services

PZD-2023-0002

Current Land Use

W. MARTIN LUTHER KING JR BLVD AND S. SMOKEHOUSE TRL



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



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

