City of Fayetteville, Arkansas

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

City Council Final Agenda

Tuesday, March 17, 2026

5:30 PM

City Hall Room 219

City Council Members

Council Member Robert B. Stafford Ward 1
Council Member Dr. D'Andre Jones Ward 1
Council Member Sarah Moore Ward 2
Council Member Mike Wiederkehr Ward 2
Council Member Scott Berna Ward 3
Council Member Sarah Bunch Ward 3
Council Member Teresa Turk Ward 4
Council Member Min. Monique Jones Ward 4

Mayor Molly Rawn
City Attorney Kit Williams
City Clerk Treasurer Kara Paxton

Meeting Information:

1. Webinar ID: 816 6187 3164
Public Registration Link: https://fayetteville-ar.zoom.us/webinar/register/WN_KY0iSHo5QEqjnuEbjn4ioQ

Public Comment:

1. You may submit a public comment regarding an upcoming City Council agenda item using the below options:

1) You can email your comment to AgendaItemComment@fayetteville-ar.gov
2) You can attend the meeting in person and speak during the public comment period on the item.
3) You can attend the meeting via Zoom and raise your virtual hand during the public comment period on the item.

Call to Order

Roll Call

Pledge of Allegiance

Mayor' s Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items

1. Nominating Committee Report

Proposed Agenda Additions

A. Consent

A.1. 2026 USGS Joint Funding Agreement:
A resolution to approve a joint funding agreement with the U.S. Geological Survey for stream gauge operation and maintenance and water quality sampling and monitoring at various locations in the City of Fayetteville in 2026 with the amount paid by the City not to exceed $60,700.00. (2026-343)

A.2. Aftermarket Vehicle Parts, Supplies and Services:
A resolution to approve the purchase of automotive, heavy duty and off-road aftermarket parts, tools, supplies, equipment, accessories and additional services from multiple vendors as needed within the approved budget, pursuant to a Sourcewell Cooperative Purchasing Contract through January 10, 2029, and any future renewals. (2026-442)

A.3. Purchase of Replacement Transportation Plow Trucks from Olathe Ford Sales Inc.:
A resolution to approve the purchase of two Ford F550 plow trucks in the total amount of $186,789.00 from Olathe Ford Sales Inc., pursuant to a Sourcewell Cooperative Purchasing Contract, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price. (2026-443)

A.4. 36 North Network Solutions Trailer Bid Award:
A resolution to award Bid 26-23 and approve the purchase of standardized low profile trailers as needed within the approved budget for $21,385.00 per trailer, plus any applicable taxes, from 36 North Network Solutions of Arkansas through the end of 2026. (2026-445)

A.5. Drake Field - Garver LLC Master Agreement & Task Order 01:
A resolution to authorize a contract with Garver, LLC, pursuant to RFQ 25-26, to provide on-call aviation engineering services for a period of one year with automatic renewals for up to four additional one year terms, and to approve Task Order 1 in an amount not to exceed $20,000.00 per year. (2026-487)

A.6. Downtown Plan Consultant Contract:
A resolution to approve a contract with Moore Iacofano Goltsman, Inc., pursuant to RFP 25-27, in an amount not to exceed $359,564.00 for services associated with the planning and development of the Downtown Plan, and to approve a budget amendment in the amount of $23,238.00. (2026-474)

A.7. Accept 2026 Certified Local Government Grant Award:
A resolution to authorize the acceptance of a Certified Local Government Grant from the Arkansas Historic Preservation Program in the amount of $47,300.00 for Phase 2 of a city-wide windshield survey of historic properties and Historic District Commission training, and to approve a budget amendment. (2026-484)

A.8. Contract Amendment with Hawkins-Weir Engineers:
A resolution to approve Amendment No. 4 to the Engineering Services contract with Hawkins-Weir Engineers, Inc. in the amount of $21,520.00 for additional construction services associated with recycling and trash facility improvements. (2026-404)

A.9. Solid Waste Hauling Agreement:
A resolution to approve an agreement with Axis Dumpsters, LLC for the hauling and disposal of solid waste in the City of Fayetteville for a period of 2 years with automatic renewals for two additional 2 year terms. (2026-187)

A.10. Cleanup and Site Preparation at Former Police Range:
A resolution to award Bid 25-57 and approve a contract with Metals Treatment Technologies, LLC for remediation of lead contamination at the old police shooting range in the amount of $180,719.35, and to approve a project contingency in the amount of $45,179.84. (2026-479)

A.11. Allocation of County Hazmat Response Revenue:
A resolution to approve a budget amendment in the amount of $14,634.00 recognizing Hazmat Services Revenue received from Washington County and increasing the related expense budget. (2026-462)

B. Public Hearing

B.1. Private Club Application for Khaldi Investments:
An ordinance to approve the application of Mohammed Khaldi, on behalf of Khaldi Investments LLC, for a permit to operate the Muse Lounge as a private club in the City of Fayetteville at 7 East Mountain Street. (2026-390)

C. Unfinished Business

C.1. PZD 2025-0005 North Crossover Road & East Zion Road:
An ordinance to approve a Planned Zoning District entitled PZD-2025-005 for approximately 9 acres located at North Crossover Road and East Zion Road in Ward 3. (2026-111)

At the February 3, 2026 City Council meeting, this ordinance was left on the first reading.

At the February 17, 2026 City Council meeting, this ordinance was left on the first reading and tabled to the March 5, 2026 City Council meeting.

At the March 5, 2026 City Council meeting, this ordinance was left on the second reading.

C.2. RZN 2025-0071 South Willow Avenue:
An ordinance to rezone the property described in Rezoning Petition RZN 2025-71 for approximately 1.80 acres located at 416 South Willow Avenue in Ward 1 from NC, Neighborhood Conservation to UN, Urban Neighborhood and RI-U, Residential Intermediate, Urban. (2026-198)

At the February 17, 2026 City Council meeting, this ordinance was left on the first reading.

At the March 5, 2026 City Council meeting, this ordinance was left on the second reading.

C.3. RZN 2025-0069 S. Dead Horse Mountain Rd & E. Goff Farm Rd:
An ordinance to rezone the property described in Rezoning Petition RZN 2025-69 for approximately 42.31 acres of a 157.05 acre parcel located on South Dead Horse Mountain Road & East Goff Farm Road in Ward 1 from R-A, Residential Agricultural to UN, Urban Neighborhood and NC, Neighborhood Conservation. (2026-328)

At the March 5, 2026 City Council meeting, this ordinance was left on the first reading.

C.4. RZN 2025-0075 East Ash Street:
An ordinance to rezone the property described in Rezoning Petition RZN 2025-75 for approximately 0.34 acres located at 900 East Ash Street in Ward 3 from RSF-4, Residential Single-Family, Four Units Per Acre to NC, Neighborhood Conservation. (2026-330)

At the March 5, 2026 City Council meeting, this ordinance was left on the first reading.

D. New Business

D.1. Drake Field - OSM Aviation Academy Lease:
A resolution to approve a five-year lease agreement with OSM Aviation Academy Ark LLC for the hangar located at 4578 South School Avenue for rent in the amount of $1,900.00 per month and 3,026 square feet of office space in the Airport Terminal Building located at 4500 South School Avenue for rent in the amount of $3,782.50 per month, with an option to renew for an additional five year term. (2026-473)

D.2. Police Department Policies:
A resolution to approve amendments to Fayetteville Police Department policies 41.3.8 Body Worn Camera & Digital Mobile Video Recorders and 52.1.1 Office of Professional Standards. (2026-475)

D.3. ADM 2026-0001 East 19th St & East Pump Station Rd:
A resolution to approve ADM-2026-01 and amend the Master Street Plan by modifying the alignment of a planned neighborhood link connection between East 19th Street and East Pump Station Road in Ward 1. (2026-494)

D.4. RZN 2026-0001 W. Martin Luther King Jr Blvd.:
An ordinance to rezone the property described in Rezoning Petition RZN 2026-01 for approximately 0.80 acres located at 3513 West Martin Luther King Jr Boulevard in Ward 1 from C-1, Neighborhood Commercial to UT, Urban Thoroughfare. (2026-483)

D.5. Amend City Code of Ordinances §§ 33.290, 33.291 and 33.302:
An ordinance to amend §§ 33.290, 33.291 and 33.302 of the Fayetteville City Code to transfer paving program approval authority from the City Council to the City Council Transportation Committee and to clarify the committee's role in the review of transportation division workplans. (2026-493)

D.6. Amend § 161.38 District CCR, Conservation, Cultural, and Recreation:
An ordinance to amend § 161.38 District CCR, Conservation, Cultural, and Recreation to prohibit detention and retention ponds on CCR zoned property. (2026-495)

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, appellant from a final decision of the Planning

Commission or City Staff, etc.) may present its proposal only during this presentation period but may be recalled by a Council Member later to answer questions. City staff, Council Members and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item. City staff's presentation and an Applicant's presentation whether presented by one or more than one presenter shall each be limited to a maximum of ten (10) minutes unless the City Council by unanimous consent or majority vote allows additional time.

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

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

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

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

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

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

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-343

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Chris Brown, Public Works Director
Alan Pugh, Stormwater Manager

FROM: Amanda Swope, Project Manager

SUBJECT: **Approval of the 2026 USGS joint funding agreement in the amount of $60,700 (City's share) for stream gauge operation and maintenance for various locations within the City of Fayetteville.**

RECOMMENDATION:
Staff recommends approval of the 2026 USGS joint funding agreement in the amount of $60,700 (City's share) for stream gauge operation and maintenance for various locations within the City of Fayetteville.

BACKGROUND:
In 2015 the City of Fayetteville modified its contract with USGS (United States Geological Survey) to begin monitoring both flow and major pollutants at two locations on major outfalls from the City, Town Branch and Mud Creek. This data is being gathered continuously and through sampling at various times to more closely model the pollutant concentrations in these streams. This monitoring data, combined with flow data, will give accurate information on the amount of the various constituents leaving the City at these points.

DISCUSSION:
The proposed 2026 program would remain the same as the 2025 program and include a continuous monitor stream gauge at two locations within the City of Fayetteville. The locations would track continuous information regarding flow, turbidity, temperature and conductance. Water sampling, performed under separate contract with the Arkansas Water Resource Center, at these locations would provide a mechanism in which these constituents could be related to other pollutants such as total suspended solids (TSS) essentially providing relatively accurate continuous pollutant loading information.

BUDGET/STAFF IMPACT:
The total cost for the program described above would be $65,700 with the USGS contributing $5,000 in Cooperative Funding for a total cost to the City of Fayetteville of $60,700 which would be split evenly between Engineering and Water/Sewer. In addition to the Cooperative Funds, the USGS provided and installed the equipment in 2015 at no cost to the City.

ATTACHMENTS: 3. Staff Review Form, 4. 2026 USGS Joint Funding Agreement

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

File #: 2026-343

A RESOLUTION TO APPROVE A JOINT FUNDING AGREEMENT WITH THE U.S. GEOLOGICAL SURVEY FOR STREAM GAUGE OPERATION AND MAINTENANCE AND WATER QUALITY SAMPLING AND MONITORING AT VARIOUS LOCATIONS IN THE CITY OF FAYETTEVILLE IN 2026 WITH THE AMOUNT PAID BY THE CITY NOT TO EXCEED $60,700.00

WHEREAS, since 1998, the City of Fayetteville has participated in a joint funding agreement with the U.S. Geological Survey for the operation and maintenance of urban stream gauging stations to record data concerning rainfall and runoff; and

WHEREAS, in 2015, the City modified its agreement with the USGS to begin monitoring major pollutants at Town Branch and Mud Creek and the City will continue this monitoring to provide more accurate information regarding the pollutants leaving the City at these points; and

WHEREAS, the USGS, which purchased and installed the monitoring equipment at no cost to the City, provides these services at a cost much lower than the City could receive from any other provider; and

WHEREAS, pursuant to A.C.A. §14-58-104 the City may renew or extend the term of an existing contract without soliciting bids.

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 approves a joint funding agreement, a copy of which is attached to this Resolution and made a part hereof, between the City of Fayetteville and the U.S. Geological Survey for stream gauge operation and maintenance and water quality sampling and monitoring at various locations in the City of Fayetteville in 2026 with the amount paid by the City of Fayetteville not to exceed $60,700.00.

City of Fayetteville Staff Review Form

2026-343

Item ID

3/10/2026

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

Amanda Swope	2/10/2026	STORMWATER MANAGEMENT (740)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of the 2026 USGS joint funding agreement in the amount of $60,700 (City's share) for stream gauge operation and maintenance for various locations within the City of Fayetteville.

Budget Impact:

4470.621.8810-5314.00 and 5400.730.5800-5314.00	4470-Sales Tax Capital Improvement 5400-Water and Sewer
Account Number	Fund
02097.1 and 13018.1	Stormwater Quality Management and Wastewater Treatment/Water Quality
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	692,595.00
		Expenses (Actual+Encum)	$	68,955.87
		Available Budget	**$**	**623,639.13**
Does item have a direct cost?	Yes	Item Cost	$	60,700.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**562,939.13**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 151-25

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Lower Mississippi-Gulf Water Science Center
640 Grassmere Park, Suite 100
Nashville, TN 37211

January 15, 2026

Alan Pugh
Staff Engineer
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Dear Alan Pugh:

Enclosed is our standard joint-funding agreement 26MLJFAARDA150 between the U.S. Geological Survey Lower Mississippi-Gulf Water Science Center and City of Fayetteville for the operation and maintenance of two stream gages and two continuous water-quality meters, one on Mud Creek and one on Town Branch, during the period January 1, 2026 through December 31, 2026 in the amount of $60,700 from your agency. U.S. Geological Survey contributions for this agreement are $5,000 for a combined total of $65,700. Please sign and return one fully-executed original to My-Chae May at gs-w-lmg_agreements@usgs.gov or 3535 S. Sherwood Forest Blvd. Suite 120, Baton Rouge, LA 70816.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement **as soon as possible**. If, for any reason, the agreement cannot be signed and returned as soon as possible, please contact Drew Westerman at (501) 516-6399 or email dawester@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact My-Chae May at phone number (225) 298-5481 or gs-w-lmg_budget_finance_team@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

Todd E. Baumann
Acting Director, LMG Water Science Center

Enclosure
26MLJFAARDA150

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000775
Agreement #: 26MLJFAARDA150
Project #:
TIN #: 71-6018462

Fixed Cost Agreement YES[X] NO[ ]

THIS AGREEMENT is entered into as of January 1, 2026, by the U.S. GEOLOGICAL SURVEY, Lower Mississippi-Gulf Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Fayetteville party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for the operation and maintenance of two stream gages and two continuous water-quality meters, one on Mud Creek and one on Town Branch, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $5,000 by the party of the first part during the period January 1, 2026 to December 31, 2026

(b) $60,700 by the party of the second part during the period January 1, 2026 to December 31, 2026

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000775
Agreement #: 26MLJFAARDA150
Project #:
TIN #: 71-6018462

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name:	Drew Westerman
	Assistant Director - Data Chief, AR/TN
Address:	401 Hardin Road
	Little Rock, AR 72211
Telephone:	(501) 516-6399
Fax:	(501) 228-3601
Email:	dawester@usgs.gov

Customer Technical Point of Contact

Name:	Alan Pugh
	Staff Engineer
Address:	113 West Mountain Street
	Fayetteville, AR 72701
Telephone:	(479) 575-8208
Fax:	(n/a)
Email:	apugh@fayetteville-ar.gov

USGS Billing Point of Contact

Name:	My-Chae May
	Budget Analyst
Address:	3535 South Sherwood Forest Blvd.
	Suite 120
	Baton Rouge, LA 70816
Telephone:	(225) 298-5481
Fax:	(n/a)
Email:	gs-w-lmg_agreements@usgs.gov

Customer Billing Point of Contact

Name:	Molly Rawn
	Mayor
Address:	113 West Mountain Street
	Fayetteville, AR 72701
Telephone:	(479) 575-8330
Fax:	(n/a)
Email:	mayor@fayetteville-ar.gov

U.S. Geological Survey
United States
Department of Interior

Signature

By_____ **Date:** 02/01/2026
Name: Todd E. Baumann
Title: Acting Director, LMG Water Science Center

City of Fayetteville

Signatures

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

By_____ **Date:** _____
Name:
Title:

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-442

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **Aftermarket vehicle parts, supplies and services**

RECOMMENDATION:
Council to approve the purchase of automotive, heavy duty and off-road aftermarket parts, tools, equipment, accessories and additional services by individual vendor contract according to a Sourcewell contract #100124 (ORA, GPC, AUZ and IMP) until 01/10/2029 and any additional renewals.

BACKGROUND:
Fleet daily purchases parts, supplies equipment and accessories to maintain and repair our on-road automotive, heavy duty and off-road assets.

DISCUSSION:
The contract for aftermarket parts and supplies has been re-bid and awarded. By utilizing the Sourcewell Cooperative purchasing contract and the various awarded vendors, we will have greater purchasing power than only using one vendor and increase our purchasing power and price savings in the event of one vendor not being able to supply special order supplies or accessories.

BUDGET/STAFF IMPACT:
Funds for the acquisition of parts, supplies, equipment and accessories to maintain our assets have been budgeted in Fleets annual operation budget.

ATTACHMENTS: 3. Staff Review Form, 4. RFP and Addendums-Aftermarket Parts 100124, 5. Prop. Opening Record-Aftermarket Parts100124, 6. Prop. Eval.-Aftermarket Parts 100124, 7. Proof of Publication-Aftermarket Parts 100124, 8. Old Resolution, 9. Comment and Review-Aftermarket Parts 100124, 10. Board Resolutions, 11. O'Reilly Contract 100124, 12. O'Reilly 100124-ORA Pricing Sheet, 13. Genuine Parts Company dba NAPA Contract 100124, 14. NAPA Auto Parts 100124-GPC Pricing Sheet, 15. Imperial Supplies Contract 100124, 16. Imperial Supplies 100124-IMP Pricing Sheet, 17. AutoZone Contract 100124, 18. AutoZone 100124-AUZ Pricing Sheet

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

File #: 2026-442

A RESOLUTION TO APPROVE THE PURCHASE OF AUTOMOTIVE, HEAVY DUTY AND OFF-ROAD AFTERMARKET PARTS, TOOLS, SUPPLIES, EQUIPMENT, ACCESSORIES AND ADDITIONAL SERVICES FROM MULTIPLE VENDORS AS NEEDED WITHIN THE APPROVED BUDGET, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT THROUGH JANUARY 10, 2029, AND ANY FUTURE RENEWALS

WHEREAS, by utilizing a Sourcewell cooperative purchasing contract and the various awarded vendors, the City will have greater purchasing power and will recognize greater price savings.

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 automotive, heavy duty and off-road aftermarket parts, tools, supplies, equipment, accessories and additional services from multiple vendors as needed within the approved budget, pursuant to a Sourcewell cooperative purchasing contract, through January 10, 2029 and any future renewals.

City of Fayetteville Staff Review Form

2026-442

Item ID

3/17/2026

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

Ross Jackson	2/23/2026	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Council to approve the purchase of automotive, heavy duty and off-road aftermarket parts, tools, equipment, accessories and additional services by individual vendor contract according to a Sourcewell contract #100124 (ORA, GPC, AUZ and IMP) until 01/10/2029 and any additional renewals.

Budget Impact:

9700.770.1910-5214.00	Shop
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,302,500.00
		Expenses (Actual+Encum)	$	242,120.13
		Available Budget	$	1,060,379.87
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	1,060,379.87

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

RFP #100124
REQUEST FOR PROPOSALS
for
Aftermarket Vehicle Parts and Supplies

Proposal Due Date: October 1, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	August 13, 2024
Pre-proposal Conference:	September 6, 2024, 10:00 a.m., Central Time
Question Submission Deadline:	September 23, 2024, 4:30 p.m., Central Time
Proposal Due Date:	**October 1, 2024**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 1, 2024, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities[1];
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

[1] Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
    - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
    - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
    - Indigenous self-governing bodies;
    - Airport authorities;
    - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
    - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Aftermarket Vehicle Parts and Supplies, including, but not limited to:

    a. Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric automobiles, sport utility vehicles (SUV), light duty trucks, medium duty trucks, heavy duty and vocational trucks, buses, and motorcycles.

2. The primary focus of this solicitation is for Aftermarket Vehicle Parts and Supplies. This solicitation should NOT be construed to include:

    a. Vehicle repair and maintenance services-only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

    a. Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions (RFP#110520)

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed. Additionally, Proposers may include a complementary offering as detailed above in 1.a., of tires, OEM vehicle parts, garage and fleet maintenance equipment, tools, supplies, and related solutions so long that the Proposers primary offering is for Aftermarket Vehicle Parts and Supplies.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for

situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD 150M; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
    a. **Line-item Pricing** is pricing based on each individual product or service**.** Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
    b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or

requested modification(s) via redline in the Contract Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed."

Members of the public may attend the Opening at Sourcewell's office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating

Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
   a. A comprehensive selection of the requested equipment, products, or services;
   b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
   c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later

than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

08/14/2024

Addendum No. 1
Solicitation Number: RFP 100124
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are there examples of proposals that I could see so that I can ensure that my submission conforms to the expectations.

Answer 1:

In the competitive process, Sourcewell cannot conduct research for, or expressly identify resources that may be relevant to, a proposer. A proposer may review a sampling of past proposals within the current awarded contract documentation available on the Sourcewell website. Navigate to the following address https://www.sourcewell-mn.gov/contract-search and use the list or search functions.

Question 2:

When reading throught [sic] the RFP for this posting, I am wondering if what we offer is in fact a relevant set of products. Is there someone who could confirm for me if what we do is something that could be submitted.

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information pertinent to their proposal.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 08/14/2024, is required at the time of proposal submittal.

08/16/2024

Addendum No. 2
Solicitation Number: RFP 100124
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are aftermarket lighting and controls being considered for this contract? Examples: lightbars, warning lights, lighting controls, sirens, speakers etc. that are used in work trucks, Police/Fire/EMS vehicles and off-road vehicles.

Answer 1:

Refer to RFP Section II. B. for the description of the requested equipment, products, and services. Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired by participating entities. A proposer may submit their complete line of equipment, products, or services that are applicable to the scope of this RFP. It is left to the discretion of each proposer to articulate their ability to serve Sourcewell participating entities. In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of the proposer to determine the applicable content.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 08/16/2024, is required at the time of proposal submittal.

08/19/2024

Addendum No. 3
Solicitation Number: RFP 100124
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does this RFP replace #032521? If it does not replace #032521, can it be used by sourcewell members in place of #032521 to purchase drivetrain products?

Answer 1:

The Sourcewell RFP is an opportunity independent of any other prior, current, or future RFP. Each proposer, in its discretion, will propose the equipment, products, or services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

Question 2:

Can Sourcewell provide the dollar purchase volume history by product category and also provide the dollar purchase volume history by vendor for the existing/previous RFP?

Answer 2:

Sourcewell does not maintain historical data by vertical or geographical region from current or previous contracts. Each proposer is expected to describe their ability to serve Sourcewell participating entities in the United States and Canada. The RFP

anticipated volume is an estimate based on past volumes of similar contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 3:

Is this bid just for New York State or are other demographics that need to be covered?

Answer 3:

A proposer is not required to serve every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 08/19/2024, is required at the time of proposal submittal.

09/04/2024

Addendum No. 4
Solicitation Number: RFP 100124
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Where can I find the quantity with description of the parts and supplies? We should see the details.

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities, or set locations.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 09/04/2024, is required at the time of proposal submittal.

09/09/2024

Addendum No. 5
Solicitation Number: RFP 100124
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does surveillance equipment (cameras, dvrs, GPS, etc.) for on-board vehicles apply to this Sourcewell bid?

Answer 1:

In the competitive process, Sourcewell will not pre-evaluate a proposer's equipment, product, or services offering or advise a proposer on the content of the proposal. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 2:

What is the standard of financial information? Our company's first fiscal year ended at August 30, 2024 so we will not have an accountant certified financial report before the deadline. Will internal financial report be sufficient? If not, please let me know what other documentation is acceptable.

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their financial strength and stability and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 3:

The online pre-proposal conference mentioned you accept bank statements as support for financial viability. How many months of statement do you require?

Answer 3:

See answer to question #2 above.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 09/09/2024, is required at the time of proposal submittal.

09/18/2024

Addendum No. 6
Solicitation Number: RFP 100124
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would Sourcewell be willing to extend the Bid/Tender submission by an additional 2 business weeks to allow bidders more time for research?

Answer 1:

With the availability of the Sourcewell Procurement Portal allowing 24/7 remote access, and the ability to have multiple people working on the response simultaneously, extensions are not typically deemed necessary.

Question 2:

If a bidder submits exceptions to the terms and conditions contained within this bid package, will the bidder's proposal be deemed non-responsive?

Answer 2:

To request a modification to the Master Agreement terms, conditions, or specifications, a Proposer must edit the provided Master Agreement document and submit as part of their submission. All requests for modifications or exceptions are not guaranteed and will be reviewed by Sourcewell.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 09/18/2024, is required at the time of proposal submittal.

Docusign Envelope ID: 496D808B-8087-4C55-9C3E-B2CBB20F2189

Proposal Opening Record

Date of opening: October 1, 2024

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

The undersigned certify that all responses received on Request for Proposal #101024 were submitted through the Sourcewell Procurement Portal, and that each Proposer's response material was digitally sealed upon submission and remained inaccessible until the due date and time specified in the Solicitation Schedule.

Responses were received from the following:

AutoZone Parts, Inc. - Fri Sep 27, 2024 5:05:06 PM
Buyers Products Company, Inc. - Fri Sep 27, 2024 2:33:36 PM
Cummins, Inc. dba Cummins Sales and Service - Mon Sep 30, 2024 3:41:41 PM
DG Technologies dba Dearborn Group Inc. - Tue Oct 1, 2024 2:42:18 PM
Doc's Diesel - Mon Sep 30, 2024 10:59:26 AM
Elliott Auto Supple Co, Inc. dba Factory Motor Parts - Tue Sep 24, 2024 10:50:38 AM
Genuine Parts Company dba NAPA auto Parts - Fri Sep 27, 2024 2:12:03 PM
Global Wholesale Machinery, Inc. - Tue Oct 1, 2024 10:28:54 AM
Golden Supply, Inc - Tue Oct 1, 2024 3:16:56 PM
Henderson Products, Inc. - Tue Oct 1, 2024 8:56:11 AM
Ice Glen Holdings, Inc. dba Fleet Electrical Service - Tue Oct 1, 2024 2:07:47 PM
Imperial Supplies Holdings, Inc dba Grainger - Mon Sep 30, 2024 3:29:58 PM
Jasper Engine Exchange dba Jasper's Engines & Transmissions - Fri Sep 27, 2024 3:22:48 PM
O'Reilly Auto Enterprises, LLC dba O'Reilly Automotive Stores - Mon Sep 30, 2024 8:40:59 AM
Paccar Parts dba Paccar, Inc. - Fri Sep 27, 2024 3:03:15 PM
PAI Holdco, Inc. dba Parts Authority LLC - Thu Sep 26, 2024 12:29:35 PM
Parts For Trucks, Inc. - Tue Oct 1, 2024 3:14:07 PM
Radio Engineering Industries, Inc. (REI) - Tue Oct 1, 2024 2:29:09 PM
TerriCorp, Inc dba Kingsburg Truck Center - Tue Oct 1, 2024 3:28:12 PM
Utilitac Equipment and Upfitting - Tue Oct 1, 2024 3:38:10 PM
Vehicle Maintenance Program - Tue Oct 1, 2024 1:51:13 PM

Docusign Envelope ID: 496D808B-8087-4C55-9C3E-B2CBB20F2189

The Proposals were opened electronically, and a list of all Proposers was made publicly available in the Sourcewell Procurement Portal, on October 1, 2024, at 4:30 pm CT. All responsive proposals were then submitted for review by the Sourcewell Evaluation Committee.

DocuSigned by:
Greg Grunig
7DDDCEFD8B3D45D...

Greg Grunig, M.S., NIGP-CPP, Procurement Manager

Signed by:
Mari Vielma
7F7AAC327BE54B6...

Mari Vielma, Procurement Analyst II

Docusign Envelope ID: 6BCD949E-F716-40E7-A0DD-F461A870D96A

Proposal Evaluation
Aftermarket Vehicle Parts and Supplies RFP #100124

	Possible Points	AutoZone Parts, Inc.	Buyers Products Company, Inc.	Cummins Inc.	DG Technologies	Doc's Diesel	Elliott Auto Supply Co Inc.	Genuine Parts Company dba NAPA auto Parts	Global Wholesale Machinery Inc.	Golden Supply Inc	Henderson Products Inc
Conformance to RFP Requirements	Pass/Fail	Pass	Pass			Pass	Pass	Pass	Pass	Pass	
Financial Viability and Marketplace Success	50	39	37			29	36	45	36	35	
Ability to Sell and Deliver Service	150	129	117			91	122	134	103	96	
Marketing Plan	100	79	74			58	80	87	61	58	
Value Added Attributes	100	79	62			47	79	87	55	59	
Depth and Breadth of Offered Equipment, Products, or Services	200	165	116			85	163	173	119	95	
Pricing	400	294	254			256	265	321	240	270	
Total Points	1,000	784	659			566	744	847	613	612	
Rank Order		4	12			17	7	1	15	16	

	Possible Points	Ice Glen Holdings, Inc.	Imperial Supplies Holdings Inc	Jasper Engine Exchange	O'Reilly Auto Enterprises LLC	Paccar Parts (PACCAR, Inc.)	PAI Holdco, Inc.	Parts For Trucks, Inc.	Radio Engineering Industries, Inc. (REI)	TerriCorp Inc	Utilitac Equipment and Upfitting	Vehicle Maintenance Program
Conformance to RFP Requirements	Pass/Fail	Pass	Pass	Pass	Pass	Pass	Pass	Pass		Pass	Pass	Pass
Financial Viability and Marketplace Success	50	34	41	43	44	41	35	35		34	37	36
Ability to Sell and Deliver Service	150	99	126	127	129	128	108	113		104	109	110
Marketing Plan	100	66	84	78	76	82	59	63		63	70	62
Value Added Attributes	100	69	84	83	82	81	67	64		72	63	62
Depth and Breadth of Offered Equipment, Products, or Services	200	151	168	159	173	160	168	144		115	138	141
Pricing	400	245	312	251	281	285	314	211		285	278	237
Total Points	1,000	664	815	741	784	776	749	629		673	693	649
Rank Order		11	2	8	3	5	6	14		10	9	13

DocuSigned by:
Scott Dobereiner
AF205E09437943D...
Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst

DocuSigned by:
Carol Jackson
6EE63AEDED5F46E...
Carol Jackson, Procurement Analyst II

Signed by:
Mari Vielma
7F7AAC327BE54B6...
Mari Vielma, Procurement Analyst II

Signed by:
Neva Crawford
D37D609B50B64E3...
Neva Crawford, Procurement Analyst

The New York State Contract Reporter

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Tuesday, 08/13/2024

Contracting Opportunity

Title: Aftermarket Vehicle Parts and Supplies

Agency: Sourcewell

Division: Procurement Department

Contract Number: 100124

CR Number: 2112693

Contract Term: 4 YEARS

Date of Issue: 08/13/2024

Due Date/Time: 10/01/2024 4:30 PM CENTRAL TIME

County(ies): All NYS counties

Classification: Vehicles & Equipment - *Commodities*

Opportunity Type: General

Entered By: Tara Wolff

Description: Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Aftermarket Vehicle Parts and Supplies** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Service-Disabled Veteran-Owned Set Aside: No

*** These goods or services have been purchased from an out-of-state/foreign vendor within the past three years.**

Business entities awarded an identical or substantially similar procurement contract within the past five years:

Jasper Holding

NAPA

Auto Plus- Pep Boys

O'Reilly Auto Parts

Imperial Supplies

Contact Information

Primary contact:
Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Submit to contact:
Sourcewell
Procurement Department
Tara Wolff
Procurement Manager
202 12th Street NE
P.O. Box 219
Staples, MN 56479
United States
Ph: 218-541-5362
rfp@sourcewell-mn.gov

Bid Results

Bid Results have not been entered

Awards

Awards have not been entered

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Daily Journal of Commerce
1618 SW First Ave., Suite 400
Portland, OR, 97201
Phone: 503-226-1311 Fax: 503-222-5358

DJC OREGON

Affidavit of Publication

To: Sourcewell - Mari Vielma
Po Box 219
Staples, MN, 564790219

Re: Legal Notice 2639803, AFTERMARKET VEHICLE PARTS AND SUPPLIES

State of OR }
} SS:
County of Multnomah }

I, Michelle A. Ropp, being duly sworn, depose and say that I am the Principal Clerk of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:
AFTERMARKET VEHICLE PARTS AND SUPPLIES
SOURCEWELL
a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 1 time(s) in the following issues:
08/14/2024.

SEE EXHIBIT A

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 20th day of August 2024

By: Michelle A Ropp
Michelle A. Ropp

By: Nicholas Bjork
OFFICIAL STAMP
NICHOLAS BJORK
NOTARY PUBLIC - OREGON
COMMISSION NO. 1044188
MY COMMISSION EXPIRES JANUARY 10, 2028

Nicholas Bjork
Notary Public, State of OR
No. 1044188
My commission expires on January 10, 2028

EXHIBIT A

SOURCEWELL

AFTERMARKET VEHICLE PARTS AND SUPPLIES

Proposals due 4:30 pm, October 1, 2024

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Aftermarket Vehicle Parts and Supplies** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Published Aug. 14, 2024. 2639803

LOCALiQ

The Oklahoman

PO Box 631643 Cincinnati, OH 45263-1643

AFFIDAVIT OF PUBLICATION

PO Box 219
Sourcewell
202 12th St NE PO Box 219
Staples MN 56479-0219

STATE OF OKLAHOMA, COUNTY OF OKLAHOMA

The Oklahoman, a daily newspaper of general circulation in the State of Oklahoma, and which is a daily newspaper published in Oklahoma County and having paid general circulation therein; published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

08/13/2024, 08/20/2024

and that the fees charged are legal.
Sworn to and subscribed before on 08/20/2024

Legal Clerk

Notary, State of WI, County of Brown

9.19.25

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VICKY FELTY
Notary Public
State of Wisconsin

Request for Proposals

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Aftermarket Vehicle Parts and Supplies** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

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August 13, 20 2024

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Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
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Attention: Carol Jackson

SOURCEWELL
PO BOX 219
STAPLES, MN 56479

carol.jackson@sourcewell-mn.gov

Request for Proposals

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Aftermarket Vehicle Parts and Supplies** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.
IPL0188310
Aug 14 2024

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisment, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

1 insertion(s) published on:
08/14/24

Tara Pennington

Sworn to and subscribed before me this 14th day of August in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County

STEPHANIE HATCHER
My Notary ID # 133534406
Expires January 14, 2026

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Diana Taurasi owns golden six-pack

Lindsay Schnell
USA TODAY

PARIS – When Diana Taurasi was announced as a member of the U.S. women's basketball team for the 2024 Paris Olympics, her intentions were clear: She wanted to win one more gold medal than her basketball bestie, Sue Bird, Team USA's longtime point guard.

Sunday evening in Bercy Arena, in the final event of the 2024 Summer Games, Taurasi accomplished that feat when the Americans hung on for a 67-66 win over France to earn an unprecedented eighth consecutive Olympic gold medal.

So, how is it to be able to brag about that to Bird, who was sitting courtside watching the game?

"Yeah, it's the only reason I came. It's funny because we scored the same amount of points today," Taurasi deadpanned after the win, a game in which she did not leave the bench.

In Tokyo three years ago, after Bird and Taurasi had led Team USA to its seventh consecutive gold, Taurasi caused a stir when she ended her TV interview by quipping, "See you in Paris."

She wasn't possibly serious, was she? It turns out she was.

The 42-year-old Taurasi became the oldest U.S. basketball player to compete in the Olympics when she started the first pool play game on July 29 against Japan.

She wasn't the only seasoned veteran playing hoops for the U.S. this summer, as 39-year-old LeBron James led the men to gold over France on Saturday night. But neither of them took the title of oldest hooper at these, or any, Games. That distinction went to 43-year-old Lauren Jackson, who returned to the Australian Opals after a 12-year absence. Australia beat Belgium on Sunday for bronze.

Though coach Cheryl Reeve didn't put Taurasi in the gold medal game, she was effusive in her praise of the woman widely considered to be the GOAT of the WNBA.

"She's defined USA basketball," Reeve said. "And in her final Olympics, the mark that she's making in terms of

Diana Taurasi has won six gold medals playing for Team USA in the Summer Olympics. KYLE TERADA/USA TODAY SPORTS

leadership, just sharing the knowledge that she has. She's a six-time Olympian who's left her mark every time she's around the team. I don't know that there's a greater competitor in USA basketball (history). Dee is sorta on Mount Rushmore in that way."

Taurasi had an up-and-down Olympics. Though she wasn't scoring much, if at all, she started in all three pool play games that the U.S. played in Lille, a town on the northern border of France. When the team moved to Paris for the knockout round, she was benched in favor of Jackie Young. Taurasi came off the bench to play 14 minutes in the quarterfinals and just six minutes in the semis.

"I think I'll look back on 20 years of being able to wear the jersey, it's truly an honor," Taurasi said of her USAB career. "I've been lucky to be around some of the best players to ever play – when I was younger, some of my idols; in the middle, with my counterparts; and now to see these young guys go out there and get this gold medal, it's a lot of luck, lot of hard work and here I am."

Asked how this medal compares to her other five, Taurai joked, "I like the other ones better."

"It always feels good when you beat the home team at home," she said. "There's a little bit of satisfaction there."

So, what does this mean for the 2028 Olympics, which will be held in Taurasi's hometown of Los Angeles?

"I'll be there," she said, "with a beer, on the beach, sitting next to Sue."

Griner cherishes 'special' 2024 gold medal

Nancy Armour
USA TODAY

PARIS – Brittney Griner's eyes began to fill as she heard the first notes of "The Star-Spangled Banner." As she watched the U.S. flag rise, she cried unabashedly.

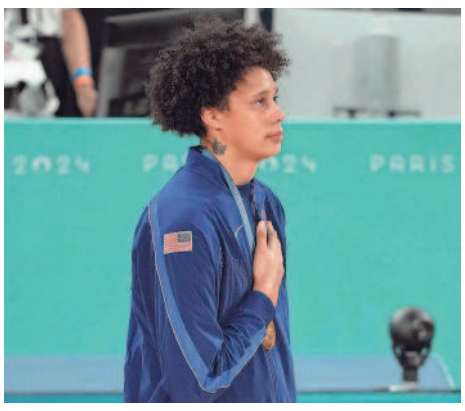
It wasn't long ago she was in a Russian prison, uncertain of when – or if – she'd get back home. Now, as she stood on the top step of the medals podium, the gold medal she helped win for her country heavy around her neck, Griner was overcome with emotion.

By the time the anthem finished, her face was wet with tears. While her teammates huddled together and began cheesing for photos, Griner took a second to compose herself, swiping at her face with her hand before she joined them.

"It means so much to me," Griner said, her voice growing thick once again. "I didn't think I'd be here, like I've said before. And then to be here winning gold for my country, representing, when my country fought so hard for me to even be standing here – yeah, this gold is going to hold a special place."

Griner's story is known to most everyone by now. Arrested in February 2022 after two nearly-spent vape cartridges with hash oil were found in her bag, she spent almost 10 months in a Russian prison. Though marijuana in any form is illegal in Russia, Griner was a political pawn.

Arrested just days before Russia's



Brittney Griner shed tears as the national anthem played Sunday after the USA won the women's basketball gold medal. JAMES LANG/USA TODAY SPORTS

unprovoked invasion of Ukraine, she was a propaganda gold mine for Vladimir Putin in his cold war with the United States. A valuable bargaining chip, too.

In her book, Griner details how dehumanizing and demoralizing her imprisonment was. What kept her going was the love of her family, her basketball family included.

Though Griner said when she returned that she planned to play again, re-entry was not easy. Physically or psychologically. Even here in France, her first trip overseas since her December 2022 release, there were flashbacks.

The first train ride to Lille, where the U.S. women played their group stage games, was hard. The last time she'd been on a train it was to travel between prisons in Russia.

"BG's gone through a lot the last few years," said Diana Taurasi, who is Griner's teammate with the Phoenix Mercury in the WNBA and one of her closest friends. "When you talk about literally where she was (almost) three years ago, it's almost mind boggling that she's been able to get back to this point. It shows a lot of character."

There is something healing for Griner in basketball, though. The affection from her teammates and players from other countries is genuine. After the U.S. women beat Australia in group play, Aussie legend Lauren Jackson sought Griner out in the mixed zone and they exchanged a long hug.

It was the first time the three-time WNBA MVP had seen Griner since her release.

"We did follow it. It was on the news every day; it was horrible," Jackson said. "I feel really honored that I got the opportunity to match up with her again, even for a couple minutes. She's a beautiful human."

There are those who've tried to paint Griner as anything but, suggesting she somehow deserved the fate she got. Or, worse, was ungrateful to her country. Nothing could be further from the truth, as those who actually know her know.

Griner let it be known soon after she returned that she wanted to play for USA Basketball again. She is a mainstay of the national team, having already won gold medals in Rio de Janeiro and Tokyo, and putting on the uniform again was the best way she knew to express the gratitude she feels for the United States.

She delighted being around her teammates, who relished the joy she had at these Olympics. She's a friendly and fun presence in any locker room, a quality desperately needed on a stage like this and with massive expectations for the U.S. women.

But there is a burden she carries that no one else can understand. After the final whistle, Griner found wife Cherelle. Then, while her teammates were still celebrating, Griner went backstage and found a bathroom, where she let all of the emotions wash over her.

"When you see BG around the team, outward, she's OK. But you know inside, there's a lot going on there," U.S. coach Cheryl Reeve said. "But she always presents her very best version of herself, despite all that she went through.

"And she is thankful to be here. She was so thankful to be here."

U.S. Olympians always talk about the pride they have of representing their country, the privilege of wearing the red, white and blue.

For Griner, though, there is gratitude most of all.

"I always wanted to be here," she said. "My country fought for me to get back. I was able to bring home gold for my country. There's just no greater feeling."

USA's Kennedy Blades wins silver in first Olympics

Gentry Estes
The (Nashville) Tennessean | USA TODAY NETWORK

PARIS – Kennedy Blades felt the initially undesired Olympic medal in her hands, looked at it, tossed it slowly to gauge the weight. Then she looked at it some more.

Silver was growing on her quickly.

"It's still a cool medal," she said.

Blades' surprising Olympic wrestling run ended Sunday with a 3-1 defeat to Japan's Yuka Kagami, last year's world champion, in the gold medal match of the women's 76-kilogram freestyle competition at Champ de Mars Arena near the Eiffel Tower.

The unseeded Blades, a 20-year-old from Chicago in her first Olympics, had won consecutive matches against the tournament's No. 4, No. 5 and No. 1

Blades

seeds to reach the final wrestling match of the Paris Olympics.

Only Kagami, the No. 2 seed, proved too difficult for Blades in what was a close, low-scoring six minutes. With 1:22 remaining, Kagami was awarded two points for a takedown and then held on in the final moments.

"I already knew that I was at this level," Blades said, "but I just showed the world. Obviously, I did want gold, of course. But second-best thing."

After waiting through the Paris Games to compete, Blades emerged in the Olympics' final days as a breakout American star to watch for at the 2028 Games in Los Angeles. A clip spread on social media of her picking up Romania's Catalina Axente and throwing her during an 11-0 victory in Blades' opening match.

And a wider sporting public has started to learn her story: Blades began wrestling at age 7 and reportedly made history by winning a youth title in Illinois competing against boys. She beat the USA's Adeline Gray, silver medalist in Tokyo, in the Olympic trials to make it to Paris.

After Axente, Blades went on to defeat Milaimy Marin Potrille of Cuba (4-3) and top-seeded Aiperi Medet Kyzy of Kyrgyzstan (8-6).

The Cuban wrestler ended up winning bronze with Colombia's Tatiana Renteria Renteria.

"It was really cool that the two bronze medals were also Latina," Blades said. "So it was three of us on that podium, and I don't know if that's ever really happened. It was really cool that we were able to represent our heritage."

Blades said she hopes that will help inspire younger Latina athletes and wrestlers.

"Growing up (in sports)," she said, "I didn't really have a role model."

After attending Arizona State University, Blades is set to transfer to the University of Iowa and start fall classes later this month, though she said, "I haven't even seen campus or anything."

As for her new silver medal?

It's going to her parents.

"Just because I don't trust myself," she said with a laugh, noting that a couple of previous medals she'd won were somewhere in a bag that she hasn't been able to find.

"We're going to keep this one safe."

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REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Tax-Exempt Municipal Leasing with Related Services to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than **September 24, 2024, at 4:30 p.m. Central Time,** and late proposals will not be considered.

NOTICES
PUBLIC NOTICE

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities.

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Matsuyama wins after lead erased

Adam Schupak
Golfweek | USA TODAY NETWORK

Hideki Matsuyama blew a big lead but he recovered to birdie the final two holes and edge Viktor Hovland and Xander Schauffele by two strokes to win the 2024 FedEx St. Jude Championship.

"No lead is safe and I knew someone was going to make a run," Matsuyama said Sunday of falling a stroke back. "I felt today's victory slipping away. ... I knew I had to birdie and somehow I was able to get it on the green and (make the putt). It made 18 a lot easier to play."

Matsuyama

The 32-year-old Japanese star had his wallet stolen last week and didn't have his coach or caddie, who had their passports lifted in the theft, at his disposal but it didn't bother his game. "Maybe because of that, I won this week," Matsuyama mused.

Or it may have been because he changed putters and had his best putting week of the season, closing in even-par 70 at TPC Southwind in Memphis, Tennessee, on Sunday and a 72-hole total of 17-under 263. Matsuyama typically travels with as many as six different putters and before the tournament began he tinkered with them on the practice green. "I felt like I needed a change of pace, kind of a refresh with my putter," he explained.

Matsuyama, who won the bronze medal two weeks ago at the Paris Olympics, built a five-stroke lead, the largest 54-hole lead on the PGA Tour this season. But he still took three putters to the practice green on Sunday morning. He elected to stick with the Scotty Cameron putter that had treated him so well since he stuck it in the bag on Thursday.

"I've had the putter for a while, and I thought, well, it might be a good week to debut that putter," said Matsuyama, who gained 8.2 strokes on the greens against the field.

Wearing a splash of his Sunday yellow and white, he opened with seven consecutive pars before he buried a 39-foot birdie putt at No. 8 and a 19-foot birdie putt at No. 11. On another typically hot and humid day, it looked as if Matsuyama wouldn't need to break a sweat walking the difficult closing stretch in Memphis at a course where he lost in a playoff three years ago. Matsuyama played his first 65 holes in 19 under and then the next five in 4 over, finding the water off the tee at the par-3 14th for a bogey and a double bogey at the 15th that cost him the lead to Hovland.

"I knew I still had two holes left, and that was just what I was thinking: Two more holes. I've got to make one birdie," Matsuyama said.

Matsuyama then sank a 26-foot uphill birdie putt at 17 to regain the lead and hit a beauty at 18 to 6 feet to seal his second win of the season, 10th career tour title and improve to third in the FedExCup standings.

Schauffele trailed Matsuyama by nine strokes to start the day but birdied four of the first six holes and shot a bogey-free 7-under 63.

"It was a head-down day," said Schauffele, who lipped out a birdie chip at 18. "You're so far back."

It's been a disappointing year for Hovland, who had recorded one top-10 finish this season. He needed to jump into the top 50 this weekend to advance to the BMW Championship, otherwise he would've been the first player not to defend his title at the BMW. He made a bogey at 17 and missed a 9-foot birdie putt in his bid to win his third consecutive FedExCup Playoffs event dating to last year.

Still, he vaulted to No. 16 in the season-long standings and will have a chance to defend his title at the Tour Championship.

World No. 1 Scottie Scheffler, who remains in the lead in the FedExCup standings, drained a 41-foot birdie putt at 18 to shoot 66 and finish fourth.

"I put up a good fight this week," Scheffler said. "I tried to make my way up the leaderboard, but I just wasn't able to do it."

After the Olympics, Matsuyama stopped in London for one day and enjoyed a celebratory meal with his caddie, Shota Hayato, and coach, Mikihito Kuromiya.

Matsuyama had already paid the bill when a robber swiped his wallet and also nabbed the passports and visas of his caddie. The members of Matsuyama's team had no choice but to return to Japan and request expedited travel documents instead of going to Memphis for the first leg of the Playoffs.

"Luckily I only lost my wallet," said Matsuyama, who talked to his coach every day and used the regular caddie of fellow Japanese tour pro Ryo Hisatsune. "I've forgotten it completely. It's not even an issue now."

Nothing would stop Matsuyama from finally winning a FedExCup Playoffs event.

"I've tried hard for 10 years, and it's a great feeling of satisfaction to finally be able to have done it," he said.

PGA Tour referee: No rules violation

Adam Schupak
Golfweek | USA TODAY NETWORK

Hideki Matsuyama walks up the 18th fairway during the last round of the FedEx St. Jude Championship. STEVE ROBERTS/USA TODAY SPORTS

Did Hideki Matsuyama violate Rule 8-1 during the final round of the FedEx St. Jude Championship on Sunday? The PGA Tour determined that a violation wasn't committed by the eventual champion, but the moment is worth closer investigation.

On the 12th hole, PGA Tour chief rules referee Gary Young spoke to Matsuyama.

Rule 8-1 from the Rules of Golf addresses "Players Actions That Improve Conditions Affecting the Stroke," and in this particular circumstance there was some concern whether Matsuyama had improved his line by tapping down his pitch mark after his second shot at the seventh hole at TPC Southwind had rolled back into a collection area. Matsuyama clearly walked up to the green and tapped down his pitch mark before playing his third shot on to the green.

"Rule 8-1 is very specific about what a player can do as it pertains to the line of play," Young explained in a post-round interview with Golf Channel's Todd Lewis. "It came to our attention that Hideki may have done something on his line of play."

Young approached the Japanese star and addressed the situation with Matsuyama and his interpreter, Robert Turner. Matsuyama had just made a birdie to reach 19 under and owned a seemingly commanding five-stroke lead.

"The video showed that Hideki walked forward and stepped down with irregularity at a what turned out to be a pitch mark. At that point, it was a question of whether it was on his line of play. A couple of video angles showed that it was close, close enough to have to have that conversation with him, and unfortunately we had to have that conversation mid-round with him, which is never comforting when you have to go out and talk with that player," Young said. "But it could affect his strategy playing for the rest of the round if he is going to get a two-stroke penalty. So, I simply had to ask him the question, Hideki, on that hole, and he did recall the situation that he had walked forward. I asked him what exactly did he do and why did he do it, he just said it was something that he normally does when he has a pitch mark and he felt it was nowhere near his line of play and that was why he stepped it down.

"Following the conversation with him, I felt very comfortable that he felt it was well off his line of play and then we did get supporting video evidence from a different camera angle which clearly showed where he plays his shot and where the pitch mark was. It was a good 3 feet away. Now, some people may say, well, that's pretty close. For that short of a shot and one of the best players in the world that is a pretty tight area you're talking about, so, the committee felt very, very comfortable with the decision."

Lewis pressed Young if there was any additional discussion thereafter whether a rules violation had occurred and Young answered, "In my mind, when we had that conversation, I felt a comfort level that he was well off his line of play."

Lewis also asked why it took several holes for Matsuyama to be informed of the potential rules violation.

"It took some time for the message to come to me that this potential violation had occurred. Then it took time to look for any video evidence. Next it was circulated to all of the members of the rules committee and Young also consulted with the USGA to make sure they had their support," he said. "It felt really bad to possibly have affected him, but that's the rough part of our job."

Matsuyama's round went off the rails as he played holes 12 to 16 in 4 over and lost the lead temporarily to Viktor Hovland before righting the ship and making birdies on the final two holes to win by two strokes over Hovland and Xander Schauffele.

"It was really a non-issue," Matsuyama said after the round. "They just wanted to check and make sure that the rules were kept, which they were. And it really did not affect me the rest of the day.

"If I was worried that I had done something wrong, that would have rattled me. But it was really a non-issue, so it was fine."

Brooks Koepka first to five career wins in LIV Golf

Todd Kelly
Golfweek | USA TODAY NETWORK

Brooks Koepka shot a final-round 7-under-par 63 to leapfrog the field at the LIV Golf Greenbrier event Sunday to become the first five-time winner on the three-year-old circuit.

It's Koepka second win this season following the LIV Golf event in Singapore in May.

He got back in the winner's circle Sunday at The Old White Course at The Greenbrier in White Sulphur Springs, West Virginia, after outlasting Richard Bland, Jason Kokrak and Jon Rahm down the stretch. Rahm was the 36-hole leader after his second-round 8-under 62 but shot a final-round 5-under 65, matching Koepka after 54 holes.

The duo went to a playoff, where Koepka won with a par. Rahm won the last LIV event in the UK.

Brooks Koepka became the first player to win five events Sunday in LIV Golf history. BOB DONNAN/USA TODAY SPORTS

Last week, Koepka's Smash GC teammate Graeme McDowell was suspended for one event for violating LIV Golf's anti-doping policy.

Koepka banked $4 million for the win. He will also share the $3 million team prize with his Smash GC teammates Kokrak, Talor Gooch and fill-in John Catlin, who subbed in during McDowell's suspension.

First albatross on tour

On Saturday, LIV Golf had its first albatross when Brendan Steele holed his second shot from 285 yards at the par-5 17th with a 4-wood. It's also the longest holed shot in LIV Golf history.

Steele said he didn't see it go in.

"We were trying to be aggressive, get it up there and have a chance for a 3," he said. "It flew like all the way back to the hole and landed really soft and just kind of trickled in, I guess. Really cool.

"Obviously wasn't expecting that."

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NOTICES
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REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities.

Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov

Only proposals submitted through the Sourcewell Procurement Portal will be considered.

Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

NOTICES
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Sourcewell Formerly NJPA

Bid RFP #100124 - Aftermarket Vehicle Parts and Supplies

[Switch to Vendor View]

Bid Type	**RFP**
Bid Number	**100124**
Title	**Aftermarket Vehicle Parts and Supplies**
Start Date	**Aug 8, 2024 11:41:46 AM CDT**
End Date	**Oct 1, 2024 4:30:00 PM CDT**
Agency	**Sourcewell**
Bid Contact	**Tara Wolff** (218) 541-5362 rfp@sourcewell-mn.gov 202 12th Street NE P.O. Box 219 Staples, MN 56479-0219

Access Reports

View reports on who has been notified of the bid or accessed it.
[Notification report]
[Access report]

Questions

0 Questions
0 Unanswered
[View/Ask Questions]

Edit Bid

[Create Addendum]

Description

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Aftermarket Vehicle Parts and Supplies** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

Pre-Bid Conference

Date	**Sep 6, 2024 10:00:00 AM CDT**
Location	**ONLINE CONFERENCE**
Notes	**Login information will be emailed two (2) business days prior to the event to those registered in the Sourcewell Procurement Portal.**

Documents

No Documents for this bid

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Sourcewell

Français

Bids Homepage | Create Account | Login

View Details

Click here to return to the Sourcewell Procurement Portal home page.

Bid Details

Bid Classification:	Goods
Bid Type:	RFP - General
Bid Number:	RFP 100124
Bid Name:	Aftermarket Vehicle Parts and Supplies
Bid Status:	**Open**
Bid Closing Date:	Tue Oct 1, 2024 4:30:00 PM (CDT)
Question Deadline:	Mon Sep 23, 2024 4:30:00 PM (CDT)
Electronic Auctions:	Not Applicable
Language for Bid Submissions:	English unless specified in the bid document
Submission Type:	Online Submissions Only
Submission Address:	Online Submissions Only
Public Opening:	Yes
Public Opening Address:	See RFP and FAQ documents for details
Description:	Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Aftermarket Vehicle Parts and Supplies** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than **October 1, 2024, at 4:30 p.m. Central Time**, and late proposals will not be considered.
Bid Document Access:	Bid Opportunity notices and awards and a free preview of the bid documents is available on this site free of charge without registration. Please note, some documents may be secured and you will be required to register for the bid to download and view the documents. There is no cost to obtain an unsecured version of the document and /or to participate in this solicitation.
Categories:	Show Categories [+]

Submit a Question | Register for this Bid | Download Bid Documents

Meeting Locations

The following are the meeting times and locations for the opportunity:

Meeting Location	Description	Date / Time	Mandatory Me...	Meeting Document
Online Pre-Proposal Conference	Login instructions will be posted to the Documents section and available to registered suppliers two business days prior to the web conference	Friday September 6, 2024 10:00 AM (CDT)	No	

Documents

File Name	Pages
RFP_100124_Aftermarket_Vehicle_Parts_&_Supplies Thursday August 8, 2024 08:44 AM	13

OPEN

Aftermarket Vehicle Parts and Supplies

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada.

A full copy of the RFP can be found on the Sourcewell Procurement Portal, and only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 01, 2024 at 04:30 PM CT and late proposals will not be considered.

Important Dates

> Pre-Proposal Conference:
> **September 06, 2024 at 10:00 AM CT**
>
> Proposal Due:
> **October 01, 2024 at 04:30 PM CT**

To obtain a copy of the complete RFP, ask questions related to the RFP, or submit a proposal, please use the link below.

Sourcewell Procurement Portal

Sourcewell

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Publish

Publish /Verify Contents

Save as Template

Solicitation Setting

Invite Bidders	No
Enable Collaboration with other Users	No
Internal Approval	No
Accept Online Responses	No
Evaluate Response online	No

Solicitation Details

Mandatory Information

Solicitation Type	RFP	Solicitation Number	100124
Solicitation Name	Aftermarket Vehicle Parts and Supplies	Procurement Type	Goods , Services
Country & Province/State	Canada / Ontario	Published By	Sourcewell
Accept Questions	Not Applicable		

Internal Information (For Internal Use Only)

Procurement Title/Project Name	100124 Aftermarket Vehicle Parts and Supplies

Requirement

Are suppliers required to agree to a Non-Disclosure Agreement(NDA)/Document Access Control to access the solicitation documents?	No
Do you want suppliers to notify you of their Intent to Respond(ITR) to your solicitation?	No
Schedule a Pre-Bid Meeting or Site Meeting	No

Advertisement

Basic Settings

Solicitation Type	Open to all suppliers	Estimated Contract Amount	
Publish Date	08/13/2024	Closing Date & Time	10/01/2024 16:30:00 CT
Publish Option		Value Range for this Solicitation	10,000,001 over

Selected Categories

Automotive/ Industrial ()	
Automotive Services	Repairs and maintenance of automobiles , storage of autos, towing, trucking services, leasing, rentals, car washes/cleaning, stabilization system, wheel balancing, etc
Tools/ Supplies/ Parts	Automotive/aircraft parts/tools/lifts, etc., machine shop tools, anti-freeze, parts, car wash drive through system, pick-up caps, hoists etc

Solicitation Overview

Sourcewell Formerly NJPA

Aftermarket Vehicle Parts and Supplies

100124

Closing Date: 10/01/2024 04:30:00 PM CT

Detail:

Sourcewell, a State of Minnesota local government unit and service cooperative, **is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [**https://proportal.sourcewell-mn.gov**]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at** 4:30 p.m. Central Time, **and** late proposals will not be considered.

Bid Documents

Bid Document

Menu

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2 Amendments
3 Bid Results
4 Award
5 Audit

Sourcewell

Preview

Print

Notice | Categories

Basic Information

Estimated Contract Value (CAD)
150,000,000.00 (Not shown to suppliers)

Reference Number
0000276240

Issuing Organization
Sourcewell

Solicitation Type
RFP - Request for Proposal (Formal)

Solicitation Number
100124

Title
Aftermarket Vehicle Parts and Supplies

Source ID
PP.CO.USA.868485.C88455

Details

Location
Canada, All of Canada, All of Canada

Purchase Type
Duration: 4 years

Description
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies...
See more

Dates

Publication Date
2024/08/13 09:51:13 AM EDT

Question Acceptance Deadline
2024/09/23 05:30:00 AM EDT

Questions are submitted online
No

Closing Date
2024/10/01 05:30:00 PM EDT

Bid Intent
Not Available

Prebid Conference
2024/09/06 11:00:00 AM EDT

Contact Information

Procurement Department

218-894-1930

rfp@sourcewell-mn.gov

Pre-Bidding Events

Event Type
Prebid Conference

Attendance
Recommended

Event date
2024/09/06 11:00:00 AM EDT

Location
Online Conference

Event Note
Login information will be emailed two (2) business days prior to the event to those registered in the Sourcewell Procurement Portal

Bid Submission Process

Bid Submission Type
Electronic Bid Submission

Pricing
In attached document

Bid Documents List

Item Name	Description	Mandatory	Limited to 1 file
Bid Documents	Documents defining the proposal	Yes	No

Additional Bidding Instructions
Documents Defining the Proposal

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The Salt Lake Tribune

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Staples, MN 56479
Carol.Jackson@sourcewell-mn.gov

ACCOUNT NUMBER

21495

ACCOUNT NAME

SOURCEWELL

TELEPHONE

218-894-5481

ORDER #

SLT0028879

CUSTOMER REFERENCE NUMBER

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities.

TOTAL COST

$51.80

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Aftermarket Vehicle Parts and Supplies** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

SLT0028879

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AS THE SALT LAKE TRIBUNE, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. FOR SOURCEWELL WAS PUBLISHED BY THE SALT LAKE TRIBUNE, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGALS.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGALS.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 08/13/2024, 08/14/2024

DATE 08/16/2024 SIGNATURE

STATE OF UTAH
COUNTY OF SALT LAKE

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 16th DAY OF AUGUST IN THE YEAR 2024

BY Doug Ryle

LAREE WHITMER
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 715683
COMM. EXP. 12-09-2024

NOTARY PUBLIC SIGNATURE

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Mari Vielma
PO Box 219
Staples, MN 56479-0219

ACCOUNT NUMBER

ACCOUNT NAME

SOURCEWELL

TELEPHONE

218-894-5483

ORDER #

DN0025425

CUSTOMER REFERENCE NUMBER

RFP - 100124 Aftermarket Vehicle Parts & Supplies

CAPTION

REQUEST FOR PROPOSALS Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities.

TOTAL COST

$40.56

REQUEST FOR PROPOSALS

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for **Aftermarket Vehicle Parts and Supplies** to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.
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PUBLISHED ON 08/14/2024

DATE 08/22/2024

SIGNATURE Karyn Vigil

STATE OF UTAH
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 22nd DAY OF AUGUST IN THE YEAR 2024

BY KARYN VIGIL

LENEA TAPUSOA
NOTARY PUBLIC-STATE OF UTAH
COMMISSION# 737955
COMM. EXP. 07-01-2028

L Tapusoa

NOTARY PUBLIC SIGNATURE

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

Resolution: 151-24

File Number: 2024-123

AFTERMARKET VEHICLE PARTS, SUPPLIES AND SERVICES (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF AUTOMOTIVE, HEAVY DUTY AND OFF-ROAD AFTERMARKET PARTS, TOOLS, SUPPLIES, EQUIPMENT, ACCESSORIES AND ADDITIONAL SERVICES FROM MULTIPLE VENDORS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, THROUGH MAY 19, 2025 AND ANY ADDITIONAL RENEWALS

WHEREAS, by utilizing a Sourcewell cooperative purchasing contract and the various awarded vendors, the City will have greater purchasing power and will recognize greater price savings.

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 automotive, heavy duty and off-road aftermarket parts, tools, supplies, equipment, accessories and additional services from multiple vendors, pursuant to a Sourcewell cooperative purchasing contract, through May 19, 2025 and any additional renewals.

PASSED and APPROVED on June 4, 2024

Approved:

Lioneld Jordan, Mayor

Attest:

Kara Paxton, City Clerk Treasurer

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2024-123

MEETING OF JUNE 4, 2024

TO: Mayor Jordan and City Council

THRU: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **AFTERMARKET VEHICLE PARTS, SUPPLIES AND SERVICES (PURCHASE AGREEMENT)**

RECOMMENDATION:
COUNCIL TO APPROVE THE PURCHASE OF AUTOMOTIVE, HEAVY DUTY AND OFF-ROAD AFTERMARKET PARTS, TOOLS, SUPPLIES, EQUIPMENT, ACCESSORIES AND ADDITIONAL SERVICES BY INDIVIDUAL VENDOR CONTRACT ACCORDING TO SOURCEWELL CONTRACT #032521 (PEP, IMP, JAS, GPC AND ORA) UNTIL 05/19/2025 AND ANY ADDITIONAL RENEWALS.

BACKGROUND:
Fleet daily purchases parts, supplies, equipment and accessories to maintain and repair our on-road automotive, heavy duty and off-road assets.

DISCUSSION:
Our current Bid that was brought to City Council with resolution 88-19 has expired and was awarded to O'Reilly Auto Parts. By utilizing the Sourcewell Cooperative purchasing contract and the various awarded vendors, we will have greater purchasing power than only using one vendor and increase our purchasing power and price savings in the event of one vendor not being able to supply special order parts supplies or accessories.

BUDGET/STAFF IMPACT:
Funds for the acquisition of parts, supplies, equipment and accessories to maintain our assets have been budgeted in Fleets annual operating budget.

ATTACHMENTS: SRF (#3), RFP and Addendums-032521 Aftermarket Vehicles (#4), Proof of Publication-032521 Aftermarket Vehicle (#5), Prop. Opening Record-032521 Aftermarket Vehicles (#6), Prop. Eval.-032521 Aftermarket Vehicles (#7), Comment and Review-032521 Aftermarket Vehicles (#8), Board Resolutions (#9), OReilly Contract 032521 (#10), Jasper Contract 032521 (#11), Imperial Contract 032521 (#12), Auto Plus-IEH Contract 032521 (#13), NAPA-Genuine Parts Contract 032521 (#14)

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

File #: 2024-123

AFTERMARKET VEHICLE PARTS, SUPPLIES AND SERVICES (PURCHASE AGREEMENT)

A RESOLUTION TO APPROVE THE PURCHASE OF AUTOMOTIVE, HEAVY DUTY AND OFF-ROAD AFTERMARKET PARTS, TOOLS, SUPPLIES, EQUIPMENT, ACCESSORIES AND ADDITIONAL SERVICES FROM MULTIPLE VENDORS, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, THROUGH MAY 19, 2025 AND ANY ADDITIONAL RENEWALS

WHEREAS, by utilizing a Sourcewell cooperative purchasing contract and the various awarded vendors, the City will have greater purchasing power and will recognize greater price savings.

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 automotive, heavy duty and off-road aftermarket parts, tools, supplies, equipment, accessories and additional services from multiple vendors, pursuant to a Sourcewell cooperative purchasing contract, through May 19, 2025 and any additional renewals.

City of Fayetteville Staff Review Form

2024-123

Item ID

6/4/2024

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

Ross Jackson	5/15/2024	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

COUNCIL TO APPROVE THE PURCHASE OF AUTOMOTIVE, HEAVY DUTY AND OFF-ROAD AFTERMARKET PARTS, TOOLS, SUPPLIES, EQUIPMENT, ACCESSORIES AND ADDITIONAL SERVICES BY INDIVIDUAL VENDOR CONTRACT ACCORDING TO SOURCEWELL CONTRACT #032521 (PEP, IMP, JAS, GPC AND ORA) UNTIL 05/19/2025 AND ANY ADDITIONAL RENEWALS.

Budget Impact:

9700.770.1910-5214.00	Shop
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,152,500.00
		Expenses (Actual+Encum)	$	421,814.28
		Available Budget	$	**730,685.72**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**730,685.72**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

RFP #032521
REQUEST FOR PROPOSALS
for
Aftermarket Vehicle Parts and Supplies

Proposal Due Date: March 25, 2021, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 25, 2021, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	February 4, 2021
Pre-proposal Conference:	February 25, 2021, 10:00 a.m., Central Time
Question Submission Deadline:	March 18, 2021, 4:30 p.m., Central Time
Proposal Due Date:	**March 25, 2021**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	March 25, 2021, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

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COMMENT AND REVIEW
to the
REQUEST FOR PROPOSAL (RFP) #100124
Entitled

Aftermarket Vehicle Parts and Supplies

The following advertisement was placed August 13, 2024, in and on the Sourcewell website www.sourcewell-mn.gov, Sourcewell Procurement Portal https://proportal.sourcewell-mn.gov, Biddingo, Merx, PublicPurchase.com, The New York State Contract Reporter www.nyscr.ny.gov, August 14, 2024 in the *Deseret News*, in South Carolina's *The State, in* Oregon's *Daily Journal of Commerce*, and in *The Salt Lake Tribune*, August 13 and August 20, 2024 in *The Oklahoman* and in the *USA Today*.

> *Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.*

The solicitation process was conducted through the Sourcewell Procurement Portal. The following parties expressed interest in the solicitation by registering for this opportunity within the portal:

1454737 Alberta, Inc.	LeMay Auto Supply
AA Systems Truck & Bus	Leonard Aluminum Utility Buildings, Inc.
Aalbu Brothers	Matheny Motor Truck Company
Absolute AutoGuard, Inc.	Mega Technical Holdings, Ltd.
AIK Global, Inc.	Midway Ford Truck Center, Inc.
Al-Van Equip NW, Inc.	Mondial Automotive, Inc.
American Wheel & Tire #2, Ltd.	MoveMobility, Inc.
AutoZone Parts, Inc.	Neopart Transit, LLC
Benchmark, Inc.	O'Reilly Auto Enterprises, LLC dba O'Reilly Automotive Stores
Betts Platinum Group, LLC	Olathe Ford Sales, Inc.
Brigade Electronics, Inc.	Paccar Parts dba Paccar, Inc.

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Brilliance Cyber Systems, Inc.	PAI Holdco, Inc. dba Parts Authority, LLC
Buyers Products Company, Inc.	Palmiq, Inc.
CleanSpray USA, LLC	Parts For Trucks, Inc.
CTP	PWXPress
Cummins, Inc. dba Cummins Sales and Service	Quality Vans & Specialty Vehicles
D&W Diesel, Inc.	Radio Engineering Industries, Inc. (REI)
Dana Safety Supply, Inc.	REJ California Group, Inc.
DG Technologies dba Dearborn Group, Inc.	RRT, Inc.
Doc's Diesel	RWC Group
Don Small & Sons Oil Distributor Co.	Safety Vision
Dreamcatcher Promotions	Sewell Family of Companies
Elite Truck Boxes, LLC	Share Corporation
Elliott Auto Supply Co, Inc. dba Factory Motor Parts	Small Car Performance
Emergency Technology	Sutton Ford, Inc.
Fisher Auto Parts	Tcd Cellular Communications, Inc.
General Parts, Incorporated dba Carquest	TerriCorp, Inc. dba Kingsburg Truck Center
Genuine Parts Company dba NAPA Auto Parts	Tina's Green Energy Solutions, LLC
Global Wholesale Machinery, Inc.	Uruhu Highlands
Golden Supply, Inc.	Utilitac Equipment and Upfitting
Henderson Products, Inc.	Vehicle Maintenance Program
Ice Glen Holdings, Inc. dba Fleet Electrical Service	Viking Cives Midwest, Inc.
ICS Consulting, Inc.	Waggle's Auto And Off-Road Accessories, LLC
Imperial Supplies Holdings, Inc. dba Grainger	Western Equipment, Ltd.
Jasper Engine Exchange dba Jasper's Engines & Transmissions	Williams and White Machine, Inc.
Johns Storage	WJ Technologies, LTD
K & G Equity, LLC	WS Healey Chevrolet

All Proposals remained sealed within the Sourcewell Procurement Portal until the scheduled due date and time. Proposals were electronically opened, and the list of all Proposers was made publicly available on the Sourcewell Procurement Portal, on **October 1, 2024.** Proposals were received from the following:

AutoZone Parts, Inc.
Buyers Products Company, Inc.
Cummins, Inc. dba Cummins Sales and Service
DG Technologies dba Dearborn Group, Inc.
Doc's Diesel
Elliott Auto Supple Co, Inc. dba Factory Motor Parts
Genuine Parts Company dba NAPA Auto Parts
Global Wholesale Machinery, Inc.
Golden Supply, Inc.
Henderson Products, Inc.
Ice Glen Holdings, Inc. dba Fleet Electrical Service
Imperial Supplies Holdings, Inc. dba Grainger

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Jasper Engine Exchange dba Jasper's Engines & Transmissions
O'Reilly Auto Enterprises, LLC dba O'Reilly Automotive Stores
Paccar Parts dba Paccar, Inc.
PAI Holdco, Inc. dba Parts Authority, LLC
Parts For Trucks, Inc.
Radio Engineering Industries, Inc. (REI)
TerriCorp, Inc. dba Kingsburg Truck Center
Utilitac Equipment and Upfitting
Vehicle Maintenance Program

Proposals were reviewed by the Proposal Evaluation Committee:

Carol Jackson, MA, Senior Procurement Analyst
Mari Vielma, Procurement Analyst II
Neva Crawford, Procurement Analyst I
Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst II

The findings of the Proposal Evaluation Committee are summarized as follows:

The Proposal Evaluation Committee applied the Sourcewell RFP evaluation criteria and determined that the products and services offered in the proposal response from Cummins Inc., DG Technologies, Henderson Products, Radio Engineering Industries, Inc., fall outside of the Requested Equipment, Products, or Services of the RFP. All other proposals were found to meet the scope and mandatory submittal requirements and were evaluated.

AutoZone Parts, Inc. is a retailer and distributor of automotive replacement parts and accessories in all 50 of the United States. Each of the over 7,000 stores carry an extensive product line for cars, sport utility vehicles, vans and light duty trucks, including new and remanufactured automotive hard parts, maintenance items, and accessories. They are offering Sourcewell entities solid discounts off list pricing along with some special stocking discounts occasionally.

Genuine Parts Company, dba NAPA Auto Parts, is a distributor and service provider of a full catalog of aftermarket automotive parts. These products are made available to Sourcewell participating entities in the United States and Canada by 60 distribution centers and over 6,600 independent and NAPA owned retail stores. NAPA products are also made available through the NAPA online and NAPA Prolink ordering systems. The aftermarket automotive parts proposed by NAPA are being provided at competitive discounts from MSRP.

Imperial Supplies, LLC, provides a broad offering of vehicle maintenance parts, fleet maintenance equipment, supplies, and tools. Imperial Supplies guarantees a 98% fill rate to Sourcewell participating entities in the United States through their 5 regionally aligned distribution centers. Their products are all available via e-procurement with the ability to integrate with numerous platforms. Imperial Supplies offers participating entities significant pricing discounts.

O'Reilly Auto Enterprises, LLC, dba O'Reilly Auto Parts, is a reseller of over 900 brands, offering Sourcewell participating entities a wide selection of aftermarket automotive parts for both domestic and imported automobiles, vans, and trucks. The products are being provided through 28 distribution centers and over 5,000 O'Reilly owned and operated stores in the United States. Additionally, O'Reilly offers online ordering via their

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online ordering system, First Call. All products and services offered on contract are provided at considerable discounts off the standard list price with additional discounted payment terms available.

PACCAR Parts (Division of PACCAR Inc.) has a long tenure offering parts to multiple industries. Their 957 dealership locations in all 50 United States and all Providences in Canada, provide access to Sourcewell entities. Their offering of over 1.4 million different commercial truck parts gives entities the coverage for their heavy-duty parts needs. They are offering substantial discounts off list price to Sourcewell participating entities.

For these reasons, the following awards of Sourcewell Master Agreement #102924 are recommended:

AutoZone Parts, Inc.	#102924-AUZ
Genuine Parts Company dba NAPA Auto Parts	#102924-GPC
Imperial Supplies, LLC	#102924-IMP
O'Reilly Auto Enterprises, LLC	#102924-ORA
PACCAR Parts (Division of PACCAR, Inc.)	#102924-PCP

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Scott Dobereiner
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Scott Dobereiner, CPPO, NIGP-CPP, Procurement Analyst II

DocuSigned by:
Carol Jackson
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Carol Jackson, MA, Procurement Analyst II

Signed by:
Mari Vielma
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Mari Vielma, Procurement Analyst II

Signed by:
Neva Crawford
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Neva Crawford, Procurement Analyst I

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STATEMENT OF COMPLIANCE

As Chief Procurement Officer for Sourcewell, I have reviewed the recommendation of the Evaluation Committee and the accompanying support materials documenting the process followed for **RFP #100124 and Aftermarket Vehicle Parts and Supplies.**

The committee accepted, deemed responsive, evaluated, and recommended proposals for award. Under authority granted to the Chief Procurement Officer in Sourcewell's bylaws, the recommendations set forth above are approved.

I hereby certify:

1. Sourcewell is a government agency, created and authorized by Minnesota law to provide cooperative procurement master agreements.

2. The procurement process and resulting master agreements have been awarded in compliance with the laws of the State of Minnesota (Minnesota Statutes Chapter 471 and Minnesota Statutes Section 123A.21), and in conformity to Sourcewell's Procurement Policy.

3. The awards listed were made based on the results of the competitive solicitation process.

4. The awards listed were ratified by the Sourcewell Board of Directors on May 20, 2025.

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz, CSSBB, CPPO, NIGP-CPP
Sourcewell Chief Procurement Officer

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SOURCEWELL
STATE OF MINNESOTA

Member Kicker moved the adoption of the following Resolution:

RESOLUTION TO APPROVE SOLICITATION AND/OR RE-SOLICITATION OF CATEGORIES

7/16/2024

Resolution No. 2024_23

WHEREAS, Sourcewell desires to issue a solicitation, and is seeking permission from the Board to issue a solicitation, for the categories listed on Appendix A, which is attached and incorporated.

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program; and

WHEREAS, the Chief Procurement Officer recommends approval of categories detailed above.

NOW THEREFORE BE IT RESOLVED that the Board of Directors hereby approves the solicitation of categories.

The motion for the adoption of the foregoing resolution was duly seconded by Member Thiel and the following voted in favor: (list names here)

Zylka, Thiel, Barrows, Arts, Kicker, Dahlberg

and the following voted against: (list names here or "NONE")

NONE

whereupon said resolution was declared duly passed and adopted.

ATTEST:

DocuSigned by:
Linda Arts
0EF5785E1EAD4CF...

Clerk to the Board of Directors

APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - July 2024

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Risk Management, Employee Benefits, and Insurance Consulting Services

Requesting Board permission to Re-Solicit the following categories:

After Market Parts and Supplies
Body Armor with Related Accessories, Equipment, and Services
Tax Exempt Municipal Leasing with Related Services
Indefinite Delivery Indefinite Quantity - Florida

CONSENT AGENDA ITEMS

Contract Extensions

Supplier Name	Contract Number	Solicitation Title
Multiforce Systems	092920-MTF	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
Gilbarco	092920-GVR	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
Syn-tech Systems	092920-SYS	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
E.J. Ward	092920-EJW	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
JF Petroleum Group	092920-JFA	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
Western Global	092920-WST	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
Graco	092920-GRC	*"Aboveground Fuel and Fluid Storage with Related Hardware, Software and Services"*
NAPA	032521-GPC	*"Aftermarket Vehicle Parts and Supplies"*
Peterbilt	060920-PMC	*"Class 4-8 Chassis with Related Equipment, Accessories and Services"*
Shaw Integrated and Turf Solutions	080819-SII	*"Flooring Materials with Related Supplies and Services"*

New Contracts

Supplier Name	Contract Number	Solicitation Title
TK Elevator Corporation	050224-TKE	*"Elevators, Escalators, and Moving Walks with Related Equipment, Services and Supplies"*
Schindler Elevator Corporation	050224-SCH	*"Elevators, Escalators, and Moving Walks with Related Equipment, Services and Supplies"*
Transel Elevator & Electric, Inc.	050224-TRL	*"Elevators, Escalators, and Moving Walks with Related Equipment, Services and Supplies"*
National Auto Fleet Group	032824-NAF	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
Truckcorp, LLC	032824-TRK	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
Olathe Ford Sales	032824-OLA	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
Navistar	032824-NVS	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
Nikola Corporation	032824-NKA	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
Peterbilt Motors Company	032824-PMC	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
Kenworth Truck Company	032824-KTC	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
The Lion Electric Company/Lion Buses, Inc.	032824-LON	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
Electric Vehicle Conversions	032824-ELV	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
Roundtrip EV Solutions	032824-RDT	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
Certified Stainless Service dba West-Mark	032824-CER	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
Rush Truck Centers of Texas/Rush Enterprises	032824-RTG	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
Workhorse Technologies	032824-WKH	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*

Daimler Trucks North America	032824-DAI	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
Battle Motors	032824-CRN	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
Autocar Truck/Autocar Industries	032824-ATC	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
Mack Trucks	032824-MAK	*"Class 4-8 Chassis and Cabs with Related Equipment and Services"*
NEW IDIQ CONTRACTS		
Company Name	**Contract Number**	**Region - Type of Work**
none		
Company Name	**Contract Number**	
IDIQ CONTRACT EXTENSIONS		
Adrian L. Merton, Inc.	MD-R5-HVAC02-052621-ALM	
Skyline Roofing, Inc.	MD-R1-RW01-052621-SKY	
Skyline Roofing, Inc.	MD-R2-RW01-052621-SKY	
Skyline Roofing, Inc.	MD-R3-RW01-052621-SKY	
Vigil Contracting, Inc.	MD-R2-GC01-052621-VGL	
Centennial Contractors Enterprises, Inc.	MD-R6-GC04-052621-CCE	
Centennial Contractors Enterprises, Inc.	MD-R5-GC04-052621-CCE	
S-Works Construction Corporation	MD-R4-GC04-052621-SWC	
Paige Industrial Services, Inc.	MD-R6-GC03-052621-PAI	
Paige Industrial Services, Inc.	MD-R3-GC03-052621-PAI	
Paige Industrial Services, Inc.	MD-R3-E02-052621-PAI	
Paige Industrial Services, Inc.	MD-R3-RW02-052621-PAI	
Paige Industrial Services, Inc.	MD-R6-HVAC02-052621-PAI	
Paige Industrial Services, Inc.	MD-R5-RW02-052621-PAI	
Paige Industrial Services, Inc.	MD-R6-RW02-052621-PAI	
Adrian L. Merton, Inc.	MD-R4-HVAC02-052621-ALM	
Paige Industrial Services, Inc.	MD-R6-PAC02-052621-PAI	
F.H. Paschen, S.N. Nielsen & Associates, LLC	MD-R1-GC02-052621-FHP	
Skyline Roofing, Inc.	MD-R5-RW01-052621-SKY	
Vigil Contracting, Inc.	MD-R4-E02-052621-VGL	
S-Works Construction Corporation	MD-R2-GC03-052621-SWC	
Vigil Contracting, Inc.	MD-R4-GC01-052621-VGL	
Vigil Contracting, Inc.	MD-R2-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R6-E02-052621-VGL	
Nichols Contracting, Inc.	MD-R5-GC01-052621-NIC	
Adrian L. Merton, Inc.	MD-R3-HVAC02-052621-ALM	
Vigil Contracting, Inc.	MD-R5-E02-052621-VGL	
Centennial Contractors Enterprises, Inc.	MD-R3-GC02-052621-CCE	
Paige Industrial Services, Inc.	MD-R3-PAC01-052621-PAI	
Paige Industrial Services, Inc.	MD-R5-PAC02-052621-PAI	
Adrian L. Merton, Inc.	MD-R2-HVAC02-052621-ALM	
Centennial Contractors Enterprises, Inc.	MD-R4-GC02-052621-CCE	
Johnson-Laux Construction, LLC	MD-R1-GC04-052621-JLC	
Centennial Contractors Enterprises, Inc.	MD-R1-GC03-052621-CCE	
Step 1 Enterprises, LLC	MD-R1-GC01-052621-S1E	
Vigil Contracting, Inc.	MD-R5-GC02-052621-VGL	
The Matthews Group	MD-R2-GC04-052621-TMG	
Vigil Contracting, Inc.	MD-R3-GC04-052621-VGL	
Vigil Contracting, Inc.	MD-R3-HVAC01-052621-VGL	
Nichols Contracting, Inc.	MD-R3-GC01-052621-NIC	
Vigil Contracting, Inc.	MD-R5-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R2-E02-052621-VGL	
Paige Industrial Services, Inc.	MD-R5-GC03-052621-PAI	
Vigil Contracting, Inc.	MD-R6-GC01-052621-VGL	
Vigil Contracting, Inc.	MD-R6-HVAC01-052621-VGL	
Vigil Contracting, Inc.	MD-R4-HVAC01-052621-VGL	
Mans Construction Company	NM-R1-E-060222-MCO	
National Roofing Company, Inc.	NM-R1-R-060222-NRC	
National Roofing Company, Inc.	NM-R2-R-060222-NRC	
National Roofing Company, Inc.	NM-R5-R-060222-NRC	

Mans Construction Company	NM-R4-R-060222-MCO	
Ross Wes Electrical Services	NM-R5-E-060222-RWE	
Junior Builders	NM-R4-GC-060222-JUB	
Junior Builders	NM-R4-P-060222-JUB	
Junior Builders	NM-R3-GC-060222-JUB	
Junior Builders	NM-R3-P-060222-JUB	
HB Construction, Inc.	NM-R5-GC-060222-HCO	
GM Builders, Inc.	NM-R5-GC-060222-GMB	
GM Builders, Inc.	NM-R2-GC-060222-GMB	
Mans Construction Company	NM-R4-E-060222-MCO	
Mans Construction Company	NM-R5-R-060222-MCO	
White Sands Construction Inc.	NM-R5-GC-060222-WSC	
GM Builders, Inc.	NM-R5-R-060222-GMB	
National Construction, Inc.	NM-R4-GC-060222-NCI	
Jim Sena Construction Co., Inc.	NM-R3-GC-060222-JSC	
GM Builders, Inc.	NM-R2-R-060222-GMB	
GM Builders, Inc.	NM-R3-R-060222-GMB	
WWRC, Inc.	NM-R3-P-060222-WRI	
Jim Sena Construction Co., Inc.	NM-R3-R-060222-JSC	
WWRC, Inc.	NM-R2-HVAC-060222-WRI	
GM Builders, Inc.	NM-R1-R-060222-GMB	
HB Construction, Inc.	NM-R1-GC-060222-HCO	
WWRC, Inc.	NM-R3-R-060222-WRI	
WWRC, Inc.	NM-R4-GC-060222-WRI	
WWRC, Inc.	NM-R4-P-060222-WRI	
WWRC, Inc.	NM-R4-R-060222-WRI	
Jim Sena Construction Co., Inc.	NM-R4-R-060222-JSC	
GM Builders, Inc.	NM-R4-R-060222-GMB	
HB Construction, Inc.	NM-R2-GC-060222-HCO	
Ross Wes Electrical Services	NM-R1-E-060222-RWE	
WWRC, Inc.	NM-R3-HVAC-060222-WRI	
Jim Sena Construction Co., Inc.	NM-R4-GC-060222-JSC	
Mans Construction Company	NM-R5-E-060222-MCO	
Consolidated Builders of NM	NM-R3-GC-060222-COB	
Consolidated Builders of NM	NM-R4-GC-060222-COB	
CORE Construction Services of Texas, Inc.	NM-R5-GC-060222-CCT	
DKG & Associates, Inc.	NM-R2-R-060222-DKG	
Ross Wes Electrical Services	NM-R2-E-060222-RWE	
GM Builders, Inc.	NM-R1-GC-060222-GMB	
Dallago Corporation	NM-R1-P-060222-DCO	
CORE Construction Services of Texas, Inc.	NM-R1-GC-060222-CCT	
Dallago Corporation	NM-R1-HVAC-060222-DCO	
DKG & Associates, Inc.	NM-R4-R-060222-DKG	
DKG & Associates, Inc.	NM-R5-R-060222-DKG	
Consolidated Builders of NM	NM-R1-GC-060222-COB	
Consolidated Builders of NM	NM-R2-GC-060222-COB	
CORE Construction Services of Texas, Inc.	NM-R2-GC-060222-CCT	
Mans Construction Company	NM-R3-E-060222-MCO	
WWRC, Inc.	NM-R4-HVAC-060222-WRI	
Mans Construction Company	NM-R1-GC-060222-MCO	
Mans Construction Company	NM-R2-E-060222-MCO	
Consolidated Builders of NM	NM-R5-GC-060222-COB	
DKG & Associates, Inc.	NM-R1-R-060222-DKG	
Smith Roofing, Inc.	NM-R5-R-060222-SMR	
WWRC, Inc.	NM-R2-GC-060222-WRI	
WWRC, Inc.	NM-R2-P-060222-WRI	
WWRC, Inc.	NM-R2-R-060222-WRI	
Triton Services, Inc.	KY-NC-HVAC01-062420-TRS	
The Lusk Group	KY-NC-GC05-062420-LMC	
The Lusk Group	KY-E-GC03-062420-LMC	
Place Services, Inc.	KY-W-GC01-062420-PLS	
Place Services, Inc.	KY-E-E01-062420-PLS	
The Lusk Group	KY-W-HVAC01-062420-LMC	
The Lusk Group	KY-NC-HVAC02-062420-LMC	
The Lusk Group	KY-NC-E02-062420-LMC	
The Lusk Group	KY-W-RW01-062420-LMC	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-NC-GC04-062420-FHP	

F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-W-GC02-062420-FHP	
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-E-GC02-062420-FHP	
The Lusk Group	KY-W-E02-062420-LMC	
Tecta America Corp	KY-W-RW02-062420-TEA	
Place Services, Inc.	KY-NC-GC03-062420-PLS	
Place Services, Inc.	KY-NC-E01-062420-PLS	
Tecta America Corp	KY-NC-RW02-062420-TEA	
Tecta America Corp	KY-E-RW02-062420-TEA	
The Lusk Group	KY-NC-RW01-062420-LMC	
The Lusk Group	KY-W-GC03-062420-LMC	
The Lusk Group	KY-E-HVAC01-062420-LMC	
The Lusk Group	KY-E-E02-062420-LMC	
Place Services, Inc.	KY-E-GC01-062420-PLS	
Calhoun Construction Services	KY-NC-GC02-062420-CAC	
Place Services, Inc.	KY-W-E01-062420-PLS	
The Lusk Group	KY-E-RW01-062420-LMC	
Triton Services, Inc.	KY-NC-GC01-062420-TRS	

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SOURCEWELL
STATE OF MINNESOTA

Member Dahlberg moved the adoption of the following Resolution:

RESOLUTION TO RATIFY COOPERATIVE CONTRACTING AWARDS

1/21/2025

Resolution No. 2025_02

WHEREAS, the Sourcewell Board of Directors previously authorized the solicitations for the cooperative categories listed on Appendix A, which is attached and incorporated; and

WHEREAS, Sourcewell issued the cooperative contracting solicitations for the authorized categories; and

WHEREAS, through the Sourcewell Procurement Policy, the Board designated the Chief Procurement Officer to administer Sourcewell's cooperative purchasing and contracting program and to award all competitively solicited contracts, without limitation; and

WHEREAS, the Chief Procurement Officer made the awards listed based on the results of the competitive solicitation process; and

WHEREAS, the Board acknowledges that the awards made by the Chief Procurement Officer are valid and binding; however, based upon some members' legal requirements the Chief Procurement Official is required to seek subsequent Board ratification of all cooperative purchasing awards.

NOW THEREFORE BE IT RESOLVED by the Board of Directors ratifies the cooperative contracting awards made by the Chief Procurement Officer listed on Appendix A.

The motion for the adoption of the foregoing resolution was duly seconded by Member Kircher and the following voted in favor: (list names here)
Zylka, Nagel, Thiel, Barrows, Arts, Kircher, Kicker, Dahlberg
and the following voted against: (list names here or "NONE")
NONE
whereupon said resolution was declared duly passed and adopted.

ATTEST:

Signed by:
Linda Arts
0EF5785E1EAD4CF...
Clerk to the Board of Directors

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APPENDIX A

SOURCEWELL PROCUREMENT DEPARTMENT
BOARD ITEMS - January 2025

CONSENT AGENDA ITEMS

Requesting Board permission to Solicit the following categories:

Water Collection and Control Products for Community Infrastructure
Smart Infrastructure Solutions, Outdoor Sensors and Related Products and Service

Requesting Board permission to Re-Solicit the following categories:

Road Right-of-Way Maintenance Equipment
Indefinite Delivery Indefinite Quantity Construction - New Mexic

CONSENT AGENDA ITEMS

NEW CONTRACTS

Supplier Name	Contract Number	Solicitation Title
All Hands Fire Equipment, LLC	091924-ALH	*"Body Armor with Related Accessories, Equipment and Services"*
Atlantic Diving Supply, Inc.	091924-ADS	*"Body Armor with Related Accessories, Equipment and Services"*
Black Box Safety, Inc.	091924-BBS	*"Body Armor with Related Accessories, Equipment and Services"*
Galls, LLC	091924-GAL	*"Body Armor with Related Accessories, Equipment and Services"*
GH Armor Systems, Inc.	091924-GHA	*"Body Armor with Related Accessories, Equipment and Services"*
HighCom Armor Solutions, Inc.	091924-HCM	*"Body Armor with Related Accessories, Equipment and Services"*
U.S. Armor Corporation	091924-URM	*"Body Armor with Related Accessories, Equipment and Services"*
Accruent, LLC	102424-CAN	*"Facility Assessment and Planning with Related Services'*
ALPHA Facilities Solutions, LLC	102424-ALP	*"Facility Assessment and Planning with Related Services'*
Armstrong Torseth Skold and Rydeen, Inc.	102424-ATR	*"Facility Assessment and Planning with Related Services'*
FOS of CannonDesign	102424-FOS	*"Facility Assessment and Planning with Related Services'*
ICS Consulting, Inc.	102424-ICC	*"Facility Assessment and Planning with Related Services'*
McKinstry Essention, LLC	102424-MCK	*"Facility Assessment and Planning with Related Services'*
Roth IAMS, LLC	102424-RTH	*"Facility Assessment and Planning with Related Services'*
Terracon Consultants, Inc.	102424-TRC	*"Facility Assessment and Planning with Related Services'*
Tetra Tech, Inc.	102424-TTT	*"Facility Assessment and Planning with Related Services'*
The Gordian Group, Inc.	102424-GGI	*"Facility Assessment and Planning with Related Services'*
AutoZone Parts, Inc.	100124-AUZ	*"Aftermarket Vehicle Parts and Supplies'*
Genuine Parts Company dba NAPA Auto Parts	100124-GPC	*"Aftermarket Vehicle Parts and Supplies'*
Imperial Supplies, LLC	100124-IMP	*"Aftermarket Vehicle Parts and Supplies'*
O'Reilly Auto Enterprises, LLC	100124-ORA	*"Aftermarket Vehicle Parts and Supplies'*
PACCAR Parts	100124-PCP	*"Aftermarket Vehicle Parts and Supplies'*
Canon USA, Inc.	112124-CAN	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
HP, Inc.	112124-HPC	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
Konica Minolta Business Solutions U.S.A., Inc.	112124-KON	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
Lexmark International, Inc.	112124-LEX	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
Ricoh USA, Inc.	112124-RCH	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
RISO, Inc.	112124-RSO	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
Sharp Electronics Corporation	112124-SEC	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
Toshiba America Business Solutions, Inc.	112124-TOS	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
vCloud Tech, Inc.	112124-VCO	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*
Xerox Corporation	112124-XOX	*"Copiers, Printers, and Multi-Function Devices with Related Supplies, Accessories and Services"*

CONTRACT EXTENSIONS

Supplier Name	Contract Number	Solicitation Title
General Motors	101520-GNL	*"OEM Automotive Parts and Supplies'*
Toter	041521-TOT	*"Plastic Refuse and Recycling Containers with Related Technology Solutions"*

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AngelTrax	020221-IVS	*"Fleet Management Technologies with Related Software Solutions"*
Deere & Company	031121-DAC	*"Grounds Maintenance Equipment, Attachments and Accessories with Related Services"*
Toro	031121-TTC	*"Grounds Maintenance Equipment, Attachments and Accessories with Related Services"*
Facility Optimization Solutions	050421-FAC	*"JOC or IQCC Program Management Consulting Services'*
ALPHA Facilities	020421-ALP	*"Facility Assessment and Planning with Related Services'*
CNH Industrial America	110719-CNH	*"Ag Tractors with Related Attachments, Accessories and Supplies"*
Deere & Company	110719-JDC	*"Ag Tractors with Related Attachments, Accessories and Supplies"*
ChargePoint	042221-CPI	*"Electric Vehicle Supply Equipment and Related Services'*
FLO Services USA	042221-FLO	*"Electric Vehicle Supply Equipment and Related Services'*
Livingston Charge Port	042221-LIV	*"Electric Vehicle Supply Equipment and Related Services'*
Nuvve	042221-NUV	*"Electric Vehicle Supply Equipment and Related Services'*
SemaConnect	042221-SEM	*"Electric Vehicle Supply Equipment and Related Services'*
Morbark	031721-MBI	*"Tree Maintenance Equipment, Attachments and Accessories"*

NEW IDIQ CONTRACTS

Company Name	Contract Number	Region - Type of Work
Brown & Root Industrial Services, LLC	KY-R1-GC-102924-KBR	Region 1-General Construction
Brown & Root Industrial Services, LLC	KY-R2-GC-102924-KBR	Region 2-General Construction
Brown & Root Industrial Services, LLC	KY-R3-GC-102924-KBR	Region 3-General Construction
CORE Construction Indiana, LLC	KY-R1-GC-102924-CCIL	Region 1-General Construction
Delta Services, LLC	KY-R1-E-102924-DSL	Region 1-Electrical
Delta Services, LLC	KY-R2-E-102924-DSL	Region 2-Electrical
Delta Services, LLC	KY-R3-E-102924-DSL	Region 3-Electrical
Eastern Corporation	KY-R1-RW-102924-EAST	Region 1-Roofing/Weatherproofing
Eastern Corporation	KY-R2-RW-102924-EAST	Region 2-Roofing/Weatherproofing
Eastern Corporation	KY-R3-RW-102924-EAST	Region 3-Roofing/Weatherproofing
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-R1-GC-102924-FHP	Region 1-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-R2-GC-102924-FHP	Region 2-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	KY-R3-GC-102924-FHP	Region 3-General Construction
G.W.Day LLC, DBA; Superior Flooring	KY-R1-F-102924-SUP	Region 1-Flooring
G.W.Day LLC, DBA; Superior Flooring	KY-R2-F-102924-SUP	Region 2-Flooring
G.W.Day LLC, DBA; Superior Flooring	KY-R3-F-102924-SUP	Region 3-Flooring
Glenwood Electric, Inc.	KY-R2-E-102924-GLEN	Region 2-Electrical
Glenwood Electric, Inc.	KY-R3-E-102924-GLEN	Region 3-Electrical
Hall Contracting of Kentucky, Inc.	KY-R1-C-102924-HALL	Region 1-Concrete
Hall Contracting of Kentucky, Inc.	KY-R1-PAC-102924-HALL	Region 1-Paving Asphalt
Hall Contracting of Kentucky, Inc.	KY-R2-C-102924-HALL	Region 2-Concrete
Hall Contracting of Kentucky, Inc.	KY-R2-PAC-102924-HALL	Region 2-Paving Asphalt
Johnson-Laux Construction, LLC	KY-R1-GC-102924-JLC	Region 1-General Construction
Johnson-Laux Construction, LLC	KY-R2-GC-102924-JLC	Region 2-General Construction
Johnson-Laux Construction, LLC	KY-R3-GC-102924-JLC	Region 3-General Construction
Libs Paving Company, Inc.	KY-R2-PAC-102924-LIBS	Region 2-Paving Asphalt
Lusk Mechanical Contractors, Inc.	KY-R1-E-102924-LMC	Region 1-Electrical
Lusk Mechanical Contractors, Inc.	KY-R1-HVAC-102924-LMC	Region 1-HVAC/Mechanical
Lusk Mechanical Contractors, Inc.	KY-R2-E-102924-LMC	Region 2-Electrical
Lusk Mechanical Contractors, Inc.	KY-R2-HVAC-102924-LMC	Region 2-HVAC/Mechanical
Lusk Mechanical Contractors, Inc.	KY-R3-E-102924-LMC	Region 3-Electrical
Lusk Mechanical Contractors, Inc.	KY-R3-HVAC-102924-LMC	Region 3-HVAC/Mechanical
McDaniel's Construction Corp., Inc.	KY-R2-GC-102924-MCC	Region 2-General Construction
McDaniel's Construction Corp., Inc.	KY-R3-GC-102924-MCC	Region 3-General Construction
Osprey Management, LLC	KY-R1-GC-102924-OML	Region 1-General Construction
Osprey Management, LLC	KY-R2-GC-102924-OML	Region 2-General Construction
Osprey Management, LLC	KY-R3-GC-102924-OML	Region 3-General Construction
Prodigy Building Solutions, LLC	KY-R1-RW-102924-PBS	Region 1-Roofing/Weatherproofing
Prodigy Building Solutions, LLC	KY-R2-RW-102924-PBS	Region 2-Roofing/Weatherproofing
Prodigy Building Solutions, LLC	KY-R3-RW-102924-PBS	Region 3-Roofing/Weatherproofing
Ward Humphrey, Inc.	GA-ST-043024-WHI	Statewide-General Construction
Prime Contractors, Inc.	GA-ST-043024-PCI	Statewide-General Construction
Bayne Development Group	GA-ST-043024-BDG	Statewide-General Construction
F.H. Paschen, S.N. Nielsen & Associates, LLC	GA-ST-043024-FHP	Statewide-General Construction
Bent Pine Construction Co.	GA-ST-043024-BPCC	Statewide-General Construction
Johnson-Laux Construction, LLC	GA-ST-043024-JLC	Statewide-General Construction
Greene & Burdette Property Management, LLC	GA-ST-043024-GBP	Statewide-General Construction

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Jewel of the South	GA-ST-043024-JOS	Statewide-General Construction
JOC Construction	GA-ST-043024-LRI	Statewide-General Construction
Osprey Management, LLC	GA-ST-043024-OML	Statewide-General Construction
Darsey Construction, LLC	GA-ST-043024-DAR	Statewide-General Construction
The Polote Corporation	GA-ST-043024-TPC	Statewide-General Construction
Frazier Service Co, Inc.	GA-ST-043024-FSCI	Statewide-General Construction
Mahogany Interiors, LLC	GA-ST-043024-MIL	Statewide-General Construction
Albion General Contractors, Inc.	GA-ST-043024-ALB	Statewide-General Construction
Barrett Contracting Group, LLC	GA-ST-043024-BAR	Statewide-General Construction
IDIQ CONTRACT EXTENSIONS		
Company Name	**Contract Number**	
ABM Building Solutions, LLC	CA-R3-HVAC-101723-ABL	
ABM Building Solutions, LLC	CA-R4-HVAC-101723-ABL	
ABM Building Solutions, LLC	CA-R5-HVAC-101723-ABL	
ABM Building Solutions, LLC	CA-R6-HVAC-101723-ABL	
ABM Building Solutions, LLC	CA-R8-HVAC-101723-ABL	
ABM Building Solutions, LLC	CA-R9-HVAC-101723-ABL	
ABM Electrical & Lighting Solutions, Inc.	CA-R3-E-101723-AEL	
ABM Electrical & Lighting Solutions, Inc.	CA-R4-E-101723-AEL	
ABM Electrical & Lighting Solutions, Inc.	CA-R5-E-101723-AEL	
ABM Electrical & Lighting Solutions, Inc.	CA-R6-E-101723-AEL	
ABM Electrical & Lighting Solutions, Inc.	CA-R8-E-101723-AEL	
ABM Electrical & Lighting Solutions, Inc.	CA-R9-E-101723-AEL	
ACCO Engineered Systems, Inc.	CA-R1-HVAC-101723-AES	
ACCO Engineered Systems, Inc.	CA-R10-HVAC-101723-AES	
ACCO Engineered Systems, Inc.	CA-R2-HVAC-101723-AES	
ACCO Engineered Systems, Inc.	CA-R3-HVAC-101723-AES	
ACCO Engineered Systems, Inc.	CA-R7-HVAC-101723-AES	
ACCO Engineered Systems, Inc.	CA-R8-HVAC-101723-AES	
ACCO Engineered Systems, Inc.	CA-R8-PLUM-101723-AES	
ACCO Engineered Systems, Inc.	CA-R8-SS-101723-AES	
ACCO Engineered Systems, Inc.	CA-R9-HVAC-101723-AES	
ACCO Engineered Systems, Inc.	CA-R9-PLUM-101723-AES	
Accurate Construction Company, Inc.	CA-R8-GB-101723-ACC	
Alco Building Solutions	CA-R1-GB-101723-ABU	
Alco Building Solutions	CA-R1-E-101723-ABU	
Alco Building Solutions	CA-R10-GB-101723-ABU	
Alco Building Solutions	CA-R10-E-101723-ABU	
Alco Building Solutions	CA-R2-GB-101723-ABU	
Alco Building Solutions	CA-R2-E-101723-ABU	
Alco Building Solutions	CA-R3-GB-101723-ABU	
Alco Building Solutions	CA-R3-E-101723-ABU	
Alco Building Solutions	CA-R4-GB-101723-ABU	
Alco Building Solutions	CA-R4-E-101723-ABU	
Alco Building Solutions	CA-R5-E-101723-ABU	
Alco Building Solutions	CA-R7-E-101723-ABU	
Alco Building Solutions	CA-R8-GB-101723-ABU	
Alco Building Solutions	CA-R8-E-101723-ABU	
Alco Building Solutions	CA-R9-S-101723-ABU	
All Source Company Building Group fka All Source Tile, Inc.	CA-R9-GB-101723-ASC	
All Source Company Building Group fka All Source Coatings, Inc.	CA-R9-P-101723-ASC	
All Source Company Building Group fka All Source Tile, Inc.	CA-R9-F-101723-ALS	
AME Builders, Inc.	CA-R8-RW-101723-ABI	
AMTEK Construction	CA-R8-E-101723-ATK	
Angeles Contractor, Inc.	CA-R4-GB-101723-ACI	
Angeles Contractor, Inc.	CA-R5-RW-101723-ACI	
Angeles Contractor, Inc.	CA-R6-GB-101723-ACI	
Angeles Contractor, Inc.	CA-R6-E-101723-ACI	
Angeles Contractor, Inc.	CA-R6-RW-101723-ACI	
Angeles Contractor, Inc.	CA-R7-E-101723-ACI	
Angeles Contractor, Inc.	CA-R7-RW-101723-ACI	
Angeles Contractor, Inc.	CA-R7-F-101723-ACI	
Angeles Contractor, Inc.	CA-R8-GB-101723-ACI	
Angeles Contractor, Inc.	CA-R8-E-101723-ACI	

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Angeles Contractor, Inc.	CA-R8-RW-101723-ACI	
Angeles Contractor, Inc.	CA-R8-F-101723-ACI	
Angeles Contractor, Inc.	CA-R9-E-101723-ACI	
Angeles Contractor, Inc.	CA-R9-RW-101723-ACI	
Angeles Contractor, Inc.	CA-R9-F-101723-ACI	
Angeles Contractor, Inc.	CA-R4-PAV-101723-ACI	
Angeles Contractor, Inc.	CA-R6-PAV-101723-ACI	
Angeles Contractor, Inc.	CA-R7-PAV-101723-ACI	
Angeles Contractor, Inc.	CA-R8-PAV-101723-ACI	
Angeles Contractor, Inc.	CA-R9-PAV-101723-ACI	
Ausonio, Inc.	CA-R6-GB-101723-AUS	
California Coast Carpet & Flooring	CA-R8-F-101723-CCF	
CORE West, Inc.	CA-R1-GB-101723-CRW	
CORE West, Inc.	CA-R10-GB-101723-CRW	
CORE West, Inc.	CA-R2-GB-101723-CRW	
CORE West, Inc.	CA-R3-GB-101723-CRW	
CORE West, Inc.	CA-R4-GB-101723-CRW	
CORE West, Inc.	CA-R5-GB-101723-CRW	
CORE West, Inc.	CA-R8-GB-101723-CRW	
CORE West, Inc.	CA-R9-GB-101723-CRW	
Dewberry Design Builders	CA-R8-GB-101723-DDB	
Durham Construction Company, Inc.	CA-R5-GB-101723-DCC	
Elegant Construction, Inc.	CA-R8-GB-101723-ECI	
Express Energy Services, Inc.	CA-R10-E-101723-EES	
Express Energy Services, Inc.	CA-R7-E-101723-EES	
Express Energy Services, Inc.	CA-R8-E-101723-EES	
Express Energy Services, Inc.	CA-R9-E-101723-EES	
Grondin Construction, Inc.	CA-R8-GB-101723-GCI	
Grondin Construction, Inc.	CA-R8-P-101723-GCI	
Grondin Construction, Inc.	CA-R9-GB-101723-GCI	
Grondin Construction, Inc.	CA-R9-P-101723-GCI	
Harry H. Joh Construction, Inc.	CA-R7-GB-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R7-E-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R7-HVAC-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R7-P-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R8-GB-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R8-E-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R8-HVAC-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R8-P-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R9-GB-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R9-E-101723-HJC	
Harry H. Joh Construction, Inc.	CA-R9-HVAC-101723-HJC	
Horizons Construction Co. Int'l, Inc.	CA-R5-PAV-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R6-PAV-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R7-PAV-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R8-PAV-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R9-PAV-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R10-P-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R7-F-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R7-P-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R8-GB-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R8-F-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R8-P-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R8-PLUM-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R9-GB-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R9-F-101723-HRZ	
Horizons Construction Co. Int'l, Inc.	CA-R9-PLUM-101723-HRZ	
J G Contracting	CA-R5-GB-101723-JGC	
J G Contracting	CA-R6-GB-101723-JGC	
J G Contracting	CA-R7-GB-101723-JGC	
J G Contracting	CA-R7-PAV-101723-JGC	
LDCo., Inc.	CA-R8-GB-101723-LDC	
LDCo., Inc.	CA-R8-P-101723-LDC	
LDCo., Inc.	CA-R9-GB-101723-LDC	
Mackone Development, Inc.	CA-R8-GB-101723-MDI	
MDJ Management, LLC	CA-R7-GB-101723-MDJ	
MDJ Management, LLC	CA-R8-GB-101723-MDJ	

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Mesa Energy Systems	CA-R10-HVAC-101723-MSA	
Mesa Energy Systems	CA-R5-HVAC-101723-MSA	
Mesa Energy Systems	CA-R7-HVAC-101723-MSA	
Mesa Energy Systems	CA-R8-HVAC-101723-MSA	
Mesa Energy Systems	CA-R9-HVAC-101723-MSA	
MIK Construction Inc.	CA-R4-GB-101723-MIK	
MIK Construction Inc.	CA-R8-GB-101723-MIK	
Newton Construction & Management, Inc.	CA-R5-GB-101723-NCM	
Newton Construction & Management, Inc.	CA-R6-GB-101723-NCM	
Newton Construction & Management, Inc.	CA-R7-GB-101723-NCM	
Pacific Building Group	CA-R9-GB-101723-PBG	
QUINCON, INC.	CA-R10-GB-101723-QUI	
QUINCON, INC.	CA-R4-GB-101723-QUI	
QUINCON, INC.	CA-R5-GB-101723-QUI	
QUINCON, INC.	CA-R6-GB-101723-QUI	
QUINCON, INC.	CA-R7-GB-101723-QUI	
QUINCON, INC.	CA-R8-GB-101723-QUI	
Rite-Way Roof Corporation	CA-R7-RW-101723-RWR	
Rite-Way Roof Corporation	CA-R8-RW-101723-RWR	
Rite-Way Roof Corporation	CA-R9-RW-101723-RWR	
SJD&B, Inc.	CA-R7-RW-101723-SJD	
SJD&B, Inc.	CA-R8-GB-101723-SJD	
SJD&B, Inc.	CA-R8-PAV-101723-SJD	
SJD&B, Inc.	CA-R8-RW-101723-SJD	
Staples Construction Company	CA-R4-GB-101723-STA	
Vincor Construction, Inc.	CA-R8-GB-101723-VCI	
Vincor Construction, Inc.	CA-R9-GB-101723-VCI	
Vortex Construction	CA-R10-GB-101723-VTX	
Vortex Construction	CA-R10-RW-101723-VTX	
Vortex Construction	CA-R5-GB-101723-VTX	
Vortex Construction	CA-R5-RW-101723-VTX	
Vortex Construction	CA-R6-GB-101723-VTX	
Vortex Construction	CA-R6-RW-101723-VTX	
Vortex Construction	CA-R7-GB-101723-VTX	
Vortex Construction	CA-R7-RW-101723-VTX	
Vortex Construction	CA-R8-RW-101723-VTX	
Wildscape Restoration Inc., dba Urban Greening	CA-R7-L-101723-WLD	
World Wide Construction	CA-R8-GB-101723-WWC	
Wyatt Trapp, Inc.	CA-R8-GB-101723-WYT	
J & H Engineering General Contractors, Inc.	CA-R7-PAV-101723-JHE	
North Star Construction & Engineering, Inc.	CA-R3-PAV-101723-NSC	
Terra West Construction, Inc.	CA-R5-PAV-101723-TWC	

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MASTER AGREEMENT #100124
CATEGORY: Aftermarket Vehicle Parts and Supplies
SUPPLIER: O'Reilly Auto Enterprises, LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and O'Reilly Auto Enterprises, LLC, 233 South Patterson Ave., Springfield, MO 65802 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #100124) to Participating Entities. In Scope solutions include:

   a) Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric automobiles, sport utility vehicles (SUV), light duty trucks, medium duty trucks, heavy duty and vocational trucks, buses, and motorcycles.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances and shall pass through all available Manufacturer warranties to the participating entity.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Supplier certifies that it is not a federal contractor and cannot accept purchases of Included Solutions with United States federal grants or other federal funds.** Participating Entities that wish to use United States federal grant or other federal funding to purchase solutions may not do so with Supplier The following list applies only to the extent that the Included Solutions are not purchased with federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Vendor represents and warrants that it is an equal opportunity employer.

ii) **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

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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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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

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declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

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

xii) **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;

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and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included

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Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
    - Identify the applicable Sourcewell Agreement number;
    - Clearly specify the requested change;
    - Provide sufficient detail to justify the requested change;
    - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
    - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
    - Maintenance and management of this Agreement;
    - Timely response to all Sourcewell and Participating Entity inquiries; and
    - Participation in reviews with Sourcewell.

    Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

    The Report must contain the following fields:
    - Participating Entity Name (e.g., City of Staples Highway Department);

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- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Sourcewell Participating Entity Account Number;
- Transaction Description;
- Transaction Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Transaction was invoiced/sale was recognized as revenue by Supplier.

If collected by Supplier, the Report may include the following fields as available:

- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

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12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission or any act or omission constituting willful misconduct in the performance of this Agreement by the Supplier 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional

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materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

c) **Use; Quality Control.**
   i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" Financial Strength rating of A- or better, with coverage and limits of insurance not less than the following:

a) **Commercial General Liability Insurance.** Supplier 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

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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 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 Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), rRenewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's

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obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

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7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	O'Reilly Auto Enterprises, LLC
Signed by: Jeremy Schwartz C0FD2A139D06489...	Signed by: Wes Wise 5A395A6EEDDF4FF...
By: _____	By: _____
Jeremy Schwartz	Wes Wise
Title: Chief Procurement Officer	Title: VP of Professional Sales
Date: 1/18/2025 | 9:16 AM CST	Date: 1/17/2025 | 3:26 PM CST

Docusign Envelope ID: FF6432CA-4544-4D8B-9EA5-8471244EEB86

RFP 100124 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	O'Reilly Auto Enterprises LLC
Does your company conduct business under any other name? If yes, please state:	O'Reilly Auto Parts
Address:	233 S Patterson Springfield, MO 65802
Contact:	Robert Fulp
Email:	coops@oreillyauto.com
Phone:	417-829-5822
HST#:	86-0221312

Submission Details

Created On:	Tuesday August 13, 2024 09:12:04
Submitted On:	Monday September 30, 2024 08:40:59
Submitted By:	Robert Fulp
Email:	coops@oreillyauto.com
Transaction #:	09e7b254-28e4-424c-a810-aa00fb1534e2
Submitter's IP Address:	66.119.29.113

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	O'Reilly Auto Enterprises, LLC	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	O'Reilly Automotive Stores, Inc., O'Reilly Auto Enterprises, LLC, O'Reilly Auto Parts	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	1R3Z4	*
5	Provide your NAICS code applicable to Solutions proposed.	441330	
6	Proposer Physical Address:	Corporate Address: 233 South Patterson Ave, Springfield, MO, 65802 We also have over 6,000 stores across the United States.	*
7	Proposer website address (or addresses):	Retail Site: www.oreillyauto.com Professional Site: www.firstcallonline.com	*
8	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):	Wes Wise VP of Professional Sales 233 South Patterson Ave, Springfield, MO, 65802 wwise@oreillyauto.com 417-520-4634	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Robert Fulp Strategic Accounts Administrative Manager 233 South Patterson Ave, Springfield, MO, 65802 rfulpii@oreillyauto.com 417-829-5822	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Joe Micko Senior Director of Strategic Accounts 233 South Patterson Ave, Springfield, MO, 65802 jmicko@oreillyauto.com 417-829-5866	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	O'Reilly Automotive, Inc. officially started in the auto parts business in Springfield, Missouri, in November of 1957. However, its historical background in the automotive business, as well as the family's quest for opportunity and advancement, may be traced back to a much earlier time. Michael Byrne O'Reilly immigrated to America in 1849, escaping from the hard times of the potato famine, which struck Ireland in 1845-46. Settling in St. Louis, he worked his way through school to earn a law degree, and then pursued a career as a title examiner. His son, Charles Francis O'Reilly, attended college in St. Louis and went to work in 1914 as a traveling salesman for Fred Campbell Auto Supply in St. Louis. By 1924, Charles had become familiar with the Springfield area, having traveled by train to sell auto parts throughout the territory. He recognized the region as an area of growth and opportunity and asked to be transferred there. By 1932, he had become manager of Link Motor Supply in Springfield. One of his sons, Charles H. (Chub) O'Reilly, had also joined the company. Together they provided the leadership and management that made Link the predominant auto parts store in the area. In 1957, Link planned a reorganization, which would have included the retirement of 72-year-old Charles F. O'Reilly, and the transfer of C. H. O'Reilly to Kansas City. Since neither agreed with these plans, they made the decision to form their own company, O'Reilly Automotive, Inc. They opened for business on December 2, 1957 with one store and 13 employees at 403 Sherman in Springfield. Their sales totaled $700,000 in 1958, their first full year of business. Due to the hard work and ability of the original employees, several of whom were stockholders in the company, the business grew and prospered from its very first year. By 1961, the company's volume had reached $1.3 million – the combined volume of O'Reilly Automotive Distributors, a division formed to serve independent automotive jobbers in the area. In March of 1975, annual sales volume rose to $7 million, and a 52,000-square-foot facility at 233 S. Patterson was built for the O'Reilly/Ozark warehouse operation. By that time, the company had nine stores, all located in southwest Missouri. The long range plans and stability of the company were solidified by a public offering of company stock in April 1993. Since that time, the Company has grown through the opening of new stores, as well as through numerous mergers and acquisitions, and currently operates over 6,000 stores in 48 states, including Alaska and Hawaii, Puerto Rico, and stores in Mexico and Canada. Throughout this time the underlying spirit and philosophy of O'Reilly Automotive, Inc., has been one of growth and progress, both for the company and its team members. This remains the policy to which the company is dedicated today.	*
12	What are your company's expectations in the event of an award?	To grow our sales and market share within the public sector. We want to have offerings to our government customers that allows them to make compliant purchases in a streamlined, easy to use method to ensure the customer has nothing to worry about.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	O'Reilly is a publicly traded company under the symbol 'ORLY'. Between 2020 and 2023, O'Reilly's net sales increased 36% due to organic store growth and customer retainment. We plan to continue this trajectory into the future. Please see the attached 10-K (O'Reilly Auto Parts 2023 Annual Report).	*
14	What is your US market share for the Solutions that you are proposing?	According to Forbes, O'Reilly has a 19% market share in aftermarket automotive parts and accessories.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Although O'Reilly recently acquired Vast-Auto, a Canadian Auto Parts company, we are not fully integrated at this time and do not have this data available. Once we are fully integrated with our Canadian operations, we would be willing to provide this info.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	O'Reilly has never entered any bankruptcy proceedings.	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	We are a distributor/reseller and purchase automotive products in substantial quantities from over 900 suppliers. Our stores offer a wide selection of products for domestic and imported automobiles, vans and trucks. Our merchandise generally consists of nationally recognized, well-advertised, premium name brand products, such as AC Delco, Armor All, Bosch, BWD, Cardone, Castrol, Gates Rubber, Monroe, Moog, Pennzoil, Prestone, Quaker State, STP, Turtle Wax, Valvoline, Wagner, and Wix, and a wide selection of quality proprietary private label products, which span the entire good, better and best value spectrum, under our BestTest®, BrakeBest®, Import Direct®, Master Pro®, Micro-Gard®, Murray®, Omnispark®, O'Reilly Auto Parts®, Precision®, Power Torque®, Super Start®, and Ultima® brands. Our proprietary private label products are produced by nationally recognized manufacturers, meet or exceed original equipment manufacturer specifications and consist of house brands and nationally recognized proprietary bands, which we have acquired or developed over time. We are authorized to act as a distributor/dealer/reseller for all products that we offer. All O'Reilly stores are company owned and operated.	*
18	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.	Aside from normal retail licenses and certifications for our stores to operate, we do not have nor are required to have any additional licenses or certifications.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	O'Reilly has does not have any current or past debarments or suspensions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	O'Reilly has received recognition from industry leaders in both the automotive service industry and automotive aftermarket parts manufacturers. Recently, O'Reilly was recognized by Forbes magazine as one of America's Best Large Employers, Best Employer for New Grads (#395), Best Customer Service (#119), Best Brands for Social Impact (#199), and Best Employers for Veterans (#122).	*
21	What percentage of your sales are to the governmental sector in the past three years?	O'Reilly's sales to the government sector in the past three years has been 1% of total sales. This figure is based on government customers that have a registered account with O'Reilly. This does not figure in governmental walk in customer sales that are not tracked by customer type.	*
22	What percentage of your sales are to the education sector in the past three years?	We do not track educational sector sales at this time.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	O'Reilly has national cooperative purchasing agreements with Sourcewell, TIPS, & NCPA (OMNIA Partners). For 2023, cooperative program sales amounted to $84 million.	*
24	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?	O'Reilly does not have any GSA or SOSA contracts or agreements.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Olathe, Kansas	John Page	913-971-9039	*
City of Houston, Texas	Jessica Vargas	832-393-8025	*
State of Missouri	Jeff Ball	573-526-7930	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
26	Sales force.	We have approximately 775 full-time O'Reilly sales representatives strategically located across our market areas as part of our First Call program. Each sales representative is dedicated solely to calling upon, selling to and servicing our professional service provider customers.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	As of June 30, 2024, O'Reilly operates 30 distribution centers across the US. Our DCs stock an average of 152,000 SKUs and most are linked to and have access to multiple other regional DCs' inventory. Our DCs provide five-night-a-week delivery, primarily via O'Reilly's company-owned fleet, to all of our stores. O'Reilly employs approximately 9,500 Team Members at our US DCs. O'Reilly stores also receive deliveries from our Hub store network. This comprises 385 hub stores that also provide delivery service and same-day access to stores within the surrounding areas to an average of 52,000 SKUs. Hubs in select markets carry further enhanced inventory levels up to approximately 106,000 SKUs.	*
28	Service force.	As of June 30, 2024, O'Reilly operates 6,152 stores in 48 states. Each store employs 11 Team Members on average and carries approximately 22,000 SKUs on average. Each store is staffed with a store manager and one or more assistant managers, in addition to parts specialists, retail and/or installer service specialists, and other positions required to meet the specific needs of each store.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	For a Sourcewell entity to purchase on contracted pricing, they must have an O'Reilly Account Number. This account number loads the entity to the Sourcewell group code so that the contracted pricing will be automatically applied to the account and they will be loaded to any contracted reporting. When making purchases at an O'Reilly store, the entity should provide their O'Reilly account number while placing the order. First Call Online is also a free tool for entities to use where they can place orders, look up parts and availability, view statements, etc. In either ordering method, all orders will be handled internally at O'Reilly.	*
30	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.	We seek to provide our customers with an efficient and pleasant in-store experience by maintaining attractive stores in convenient locations with a wide selection of automotive products. We believe that the satisfaction of professional service provider customers is substantially dependent upon our ability to provide, in a timely fashion, the specific automotive products needed to complete their repairs. Accordingly, each O'Reilly store carries, or has same or next day availability to, a broad selection of automotive products designed to cover a wide range of vehicle applications. We continuously refine the inventory levels and assortments carried in each of our stores and within our network, based in large part on the sales movement tracked by our inventory control system, market vehicle registration data, failure rates and management's assessment of the changes and trends in the marketplace. We have no material backorders for the products we sell. We seek to attract new customers and to retain existing customers by offering superior customer service, the key elements of which are identified below: 1) Superior in-store service through highly-motivated, technically-proficient store personnel ("Professional Parts People"); 2) An extensive selection and availability of products; 3) Attractive stores in convenient locations; 4) Competitive pricing, supported by a good, better, best product assortment designed to meet all of our customers' quality and value preferences; and 5) A robust point-of-sale system integrated with our proprietary electronic catalog, which contains a wide variety of product images, schematics and technical specifications, equips our Team Members with highly effective tools to source products in our extensive supply network.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	O'Reilly has over 90,000 team members that are willing and ready to provide Sourcewell participating entities with our industry leading automotive products and services in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	O'Reilly recently acquired Vast-Auto, based out of Montreal Canada. Although we plan to fully integrate this acquisition with the O'Reilly network, we are unable to service Canadian entities through this contract at this time. We hope this changes in the future and will inform Sourcewell when we can.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	O'Reilly Auto currently does not have a presence in Delaware or New Jersey. We are working on integrating the O'Reilly network with our recent Canadian acquisition of Vast-Auto, however at this time Canada will not be serviced through this agreement as well.	*

34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	We do not have any limitations on sectors except where we do not currently have a store presence.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	O'Reilly is currently operating in Hawaii and Alaska without any specific requirements or restrictions unless the entity is over 5 miles from an O'Reilly store. If the entity is over 5 miles, they can still utilize the contract for purchases however delivery may not be available. We do not have a presence in US territories at this time.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	O'Reilly will extend the terms of this agreement to nonprofit entities that are members of Sourcewell.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	O'Reilly's extensive and knowledgeable sales force is out in the field calling on new and existing customers on a daily basis. These team members are knowledgeable in our cooperative contract offering and if we were to be awarded this contract, they would begin offering the use of it to applicable customers. Please see attachment 'O'Reilly Marketing Materials' for more information.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	O'Reilly has a presence on all major social media platforms. These are utilized to spread awareness of our product offering and current promotions.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	O'Reilly views Sourcewell as a partner in promoting this contract. We would expect Sourcewell to inform its members of our contract, if awarded. O'Reilly will utilize our sales force to reach out to prospective Sourcewell members to educate them on our program and facilitate any additional needs that are required to register and use this program.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, O'Reilly offers our full catalog and ordering system called First Call Online for no charge. Customers can look up parts, place orders, make payments, and utilize multiple features that will help with their every purchasing need. See attachment 'O'Reilly Auto Parts First Call Online' for more information.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer several training options from class room courses to web based training. The cost of the courses can vary by number of attendees and type of training. O'Reilly has the ability to custom tailor these courses to meet the needs of agencies. Please see the O'Reilly training brochure located in the 'O'Reilly Marketing Materials' attachment.	*
42	Describe any technological advances that your proposed Solutions offer.	To pair with the online ordering system, we have added connectivity with your smart phone to allow VIN scanning. Vehicle information can now be looked up through the vehicle's license plate number as well. To streamline the accounting side we have the capability to transmit and receive invoice, credit, and payment information via EDI. O'Reilly is also launching a mobile app in Q1 of 2025. This will be included as a solution under this contract. More information on this will be provided closer to launch date.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	O'Reilly Auto Part's motto is 'Live Green'. To show our commitment to living green, we have the following green initiatives in place at O’Reilly: 1) Oil and Oil filters – Almost all stores accept oil/transmission fluid and oil filters from walk-in customers. This is done at no charge to the customer. 2) Batteries – We take and recycle batteries at no charge to our customers. 3) Cardboard –If the trash haulers that service our stores participate in a recycling program, cardboard recycling is offered at store level. Whether recycling or not, stores are asked to break down all cardboard boxes, thus reducing the frequency of trash/cardboard pick ups required. This reduces the fuel used by the haulers. The DCs compact and bale their own cardboard which is picked up by the recycling plant. 4) Paper – The corporate headquarters and many regional offices have bins to collect paper for recycling. Even our Team Spirit (internal monthly magazine for all O'Reilly Team Members) is published on recycled paper. 5) Aluminum cans – Most DCs and offices recycle aluminum cans. 6) Fuel – We purchase four-cylinder trucks which run more fuel efficiently than other trucks in the market. 7) Energy – Most stores and some DCs have an energy management system installed which controls peak demand, maintains HVAC setpoints and notifies us when HVAC units are not functioning efficiently, thus reducing the energy consumed and money spent for energy. 8) Other – Some DC/office locations recycle metal, pallets, and phone books. Stores are always encouraged to look at items/ways they can recycle cardboard, paper, aluminum, etc., from the store through local contacts within their communities.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We have a number of products that have a combination of eco-labels, ratings or certifications. A list of these products can be made available upon request.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We lead the industry in parts availability, and our competitive advantage starts with a very robust, tiered, regional distribution network made up of 30 distribution centers, which replenish our stores at least five nights a week from inventories that average 152,000 SKUs. By servicing our stores at least five nights a week, we are able to deploy our inventory dollars in a greater breadth of inventory at the store level, versus carrying a greater depth of inventory that would be required if our stores were replenished less often from the DCs. This breadth of inventory means we will be much more likely to have a part in stock in the store when a customer needs it. We further augment our store level inventory availability by providing more than 95% of our stores with same day access to a broader selection of hard-to-find inventory through multiple daily deliveries from either a DC or one of our 385 expanded inventory Hub stores, which stock on average 52,000 SKUs. Hubs in select markets carry a further enhanced inventory levels of 106,000 SKUs. Our customer service commitment is to “never say no,” and we will remain the industry leader in parts availability, providing our Team Members with the tools necessary to provide extremely high levels of service and earn customers’ business. All O’Reilly stores are company owned meaning uniform adherence to contract provisions across the nation.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	
48		Women Business Enterprise (WBE)	○ Yes ◉ No	
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
52		Small Business Enterprise (SBE)	○ Yes ◉ No	
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	O'Reilly offers payment terms of 2% 10th, net 20th upon approved credit. To receive the early pay discount, statements must be made either with cash or check. We also accept cash and credit cards as payment methods at point of sale.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We can facilitate leasing options through a third party, however we do not offer leasing options ourselves. O'Reilly does offer in-house financing primarily on shop equipment, upon approved credit.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We are requesting Sourcewell entities to utilize our online catalog called First Call Online (www.firstcallonline.com) to place orders or by calling their assigned O'Reilly store. If an entity is requesting a charge account, we have uploaded 'O'Reilly Credit App' for their review.	*
58	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, P-cards are accepted as long as they are backed by a major credit card company. There is no additional cost for this service.	*

59	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.	We offer a product-category discount pricing model. The proposed discount for Sourcewell will be O'Reilly List Price less 41% or better. This discount will cover every item we offer. Due to the number of items O'Reilly offers, an individual listing of every item is not available. We do have attached the listing of every product category, subcategory, and segment on items we are proposing with the stated discount.	*
60	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.	Sourcewell's catalog discount will be O'Reilly List Price less 41% or better. This discount will range off O'Reilly List Price from 41% to 80% off.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Any quantity discounts are evaluated on a case by case basis. If an entity is looking for a stocking program, we do offer discounted pricing on select, commonly used items if they were to maintain a minimum stocking inventory of $250. Please see the O'Reilly Stocking Program flyer contained in the attachment 'O'Reilly Marketing Materials' for more information. We also offer brake kit packages as a way for entities to save money. When an entity purchases two rotors and a set of pads, they will be discounted to a flat rate based on the tier of the brake pads/rotors. For more information on our brake kits, please see the latest O'Reilly Brake Packages flyer contained in the attachment 'O'Reilly Marketing Materials' for more information.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". 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.	O'Reilly is proud of our 'Never Say No' philosophy when it comes to ensuring the customers have what they need. In the event an agency is needing a product that O'Reilly does not offer, we will still source the part from a third party. These outside purchases are priced at a sliding scale based on the acquisition cost.	*
63	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.	If an item is not available within the store's distribution network or if it is a special order item from the manufacturer, additional freight charges may apply. All additional charges will be communicated and approved with the customer prior to the acceptance of the order. We do not mark up shipping costs.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight/Delivery/Shipping costs will only be applicable on factory/special order situations. These costs will be communicated to and approved by the agency at the time of the order. We do not mark up shipping costs.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight/Delivery/Shipping costs to Alaska and Hawaii will only be applicable for factory/special order items. Canada and offshore delivery is not available at this time.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Delivery is made by O’Reilly delivery team members in company owned vehicles. Average delivery time is 21 minutes for items stocked in our local store. Items that are stocked in our DCs are available for next day delivery, if not earlier. This service is available to agencies that are within a 5 mile radius of an O’Reilly store location. For agencies just beyond this distance, scheduled deliveries may be a viable option. These situations would be addressed on a case by case basis by local store management.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	All current Sourcewell member's O'Reilly accounts are loaded to what O'Reilly calls a 'Group Code'. This group code automatically applies contracted pricing to the customer and ensures they are represented on any contracted reporting. Whenever a new account signs up for O'Reilly's Sourcewell program, they will also be added to the Sourcewell group code so that pricing can be applied and they will show up on future reporting. To properly ensure an entity is registered with O'Reilly's Sourcewell program, they must have an O'Reilly account number. This does not require a credit application to obtain an account number. The entity can call or visit their local O'Reilly store to sign up for an account.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	We will measure the success of this contract based on how many new entities we can sign up on this program and how existing entities on the Sourcewell program perform year over year. Since we already have a contract in place with Sourcewell, we are able to measure this based on historical data.	*

69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	O'Reilly is proposing a 1% Administration Fee, which will be paid quarterly.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Our proposed pricing is a discount of O'Reilly List price less 41% or better.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	O'Reilly is offering its entire catalog with this proposal. This includes: 1) New and remanufactured automotive hard parts, such as alternators, starters, fuel pumps, water pumps, brake system components, batteries, belts, hoses, temperature control, chassis parts, driveline parts and engine parts 2) Paint and Body 3) Heavy Duty Parts 4) Shop Equipment 5) Agricultural Products 6) Marine 7) Maintenance items, such as oil, antifreeze, fluids, filters, wiper blades, lighting, engine additives and appearance products 8) Accessories, such as floor mats, seat covers and truck accessories.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	We are attaching a complete listing of our category, subcategory, item segment hierarchy under 'O'Reilly-Sourcewell Discount File'.	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
73	Air conditioning, heating, and other climate control	(•) Yes ( ) No	O'Reilly offers A/C, heating, and other climate control products.	*
74	Electrical (alternators, starters, batteries, ignition systems, etc.)	(•) Yes ( ) No	O'Reilly offers electrical components.	*
75	Automotive bearings (wheel, roller ball, etc.)	(•) Yes ( ) No	O'Reilly offers Automotive Bearings.	*
76	Automotive belts, hoses, gaskets, and seals	(•) Yes ( ) No	O'Reilly offers Automotive belts, hoses, gaskets, and seals.	*
77	System components (brakes, rotors, calipers, lines, ABS, etc.)	(•) Yes ( ) No	O'Reilly offers system components.	*
78	Body and crash (parts, bumpers, cab, chassis, door, panels, etc.)	(•) Yes ( ) No	O'Reilly offers chassis products.	
79	Exhaust systems and emission parts	(•) Yes ( ) No	O'Reilly offers Exhaust and emission parts.	
80	Engine and drive train (Internal Combustion Engine)	(•) Yes ( ) No	O'Reilly offers Engine and Drivetrain products.	
81	Engine and drive train (Hybrid, EV, etc.)	(•) Yes ( ) No	O'Reilly offers products for Hybrid/EV vehicles.	
82	Engine heating and cooling	(•) Yes ( ) No	O'Reilly offers Engine heating and cooling products.	
83	Filters (oil, fuel, air, transmission, etc.)	(•) Yes ( ) No	O'Reilly offers filters.	
84	Oils and lubricants (regular, synthetic, blend)	(•) Yes ( ) No	O'Reilly offers oils and lubricants of all varieties.	
85	Pumps (fuel, fluids, water, etc.)	(•) Yes ( ) No	O'Reilly offers pumps.	
86	Safety and security systems	(•) Yes ( ) No	O'Reilly offers Safety and Security Systems.	
87	Vehicle interior/exterior parts and accessories	(•) Yes ( ) No	O'Reilly offers Vehicle interior/exterior parts and accessories.	
88	Electrical systems (lamps, lighting, mirrors, wiring, etc.)	(•) Yes ( ) No	O'Reilly offers products for vehicle electrical systems.	
89	Stabilization system components (suspension, shocks, struts, leaf, camber, swing arm, ball/UV joints, etc.)	(•) Yes ( ) No	O'Reilly offers stabilization system components.	
90	Control systems components (transmission, differential, traction, etc.)	(•) Yes ( ) No	O'Reilly offers control systems components.	
91	Windshield (wipers and windshield washer components)	(•) Yes ( ) No	O'Reilly offers windshield wipers and components.	
92	Vehicle paint and primer	(•) Yes ( ) No	O'Reilly offers vehicle paint and primer products.	
93	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools, and supplies as described in RFP	(•) Yes ( ) No	O'Reilly does offer some OEM vehicle parts, equipment, tools, and supplies. However, we do not offer tires.	

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."

- Pricing - O'Reilly-Sourcewell Discount File.xlsx - Thursday September 26, 2024 11:56:07
- Financial Strength and Stability - O'Reilly Auto Parts 2023 Annual Report.pdf - Thursday September 26, 2024 11:56:19
- Marketing Plan/Samples - O'Reilly Marketing Materials.pdf - Friday September 27, 2024 15:00:29
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples - O'Reilly Credit App.pdf - Friday September 27, 2024 15:02:04
- Requested Exceptions - O'Reilly-Sourcewell Redlined MSA.docx - Friday September 27, 2024 15:03:04
- Upload Additional Document - O'Reilly Auto Parts First Call Online.pdf - Friday September 27, 2024 14:59:30

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, 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. - Robert Fulp, Strategic Accounts Administrative Manager, O'Reilly Auto Enterprises, 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 obligations contemplated in the solicitation proposal.

○ **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_6_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Wed September 18 2024 09:27 AM	☑	1
Addendum_5_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Mon September 9 2024 04:03 PM	☑	2
Addendum_4_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed September 4 2024 01:26 PM	☑	1
Addendum_3_Aftermarket Vehicle Parts and Supplies_RFP100124 Mon August 19 2024 07:25 AM	☑	2
Addendum_2_Aftermarket Vehicle Parts and Supplies_RFP100124 Fri August 16 2024 07:54 AM	☑	1
Addendum_1_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed August 14 2024 08:43 AM	☑	2

O’Reilly #100124-ORA

Pricing for contract #100124-ORA offers Sourcewell participating agencies the following discounts:

- O'Reilly list price less 41% or better
- Quantity discounts are evaluated on a case-by-case basis

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MASTER AGREEMENT #100124
CATEGORY: Aftermarket Vehicle Parts and Supplies
SUPPLIER: Genuine Parts Company dba NAPA Auto Parts

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #100124) to Participating Entities. In Scope solutions include:

   a) Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric automobiles, sport utility vehicles (SUV), light duty trucks, medium duty trucks, heavy duty and vocational trucks, buses, and motorcycles.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and security interests, and are subject to the terms of written warranties of the manufacturer of the applicable product within the Included Solutions, and Supplier shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the Included Solutions supplied hereunder. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Supplier will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when (i) a Participating Entity accesses Supplier's Included Solutions with United States federal funds and (ii) Supplier has provided its prior written consent.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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

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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.

ii) **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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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

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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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

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x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

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

xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

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9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission or intentional misconduct in the

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performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by such negligence or intentional misconduct. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

    a) **Commercial General Liability Insurance.** Supplier 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 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 Agreement.
        - $1,500,000 each occurrence Bodily Injury and Property Damage
        - $1,500,000 Personal and Advertising Injury
        - $2,000,000 aggregate for products liability-completed operations
        - $2,000,000 general aggregate

    b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

    c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier to the extent of Supplier's indemnity obligations herein. 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 of Supplier's indemnity obligations herein.

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d) **Waiver of Subrogation.** Supplier 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier 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 Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

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3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Genuine Parts Company dba NAPA Auto Parts
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Bret Robyck A34FEA2A641D422...
By: _____	By: _____
Jeremy Schwartz	Bret Robyck
Title: Chief Procurement Officer	Title: Sr. Vice President
Date: 1/9/2025 | 5:34 AM CST	Date: 1/8/2025 | 3:33 PM CST

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RFP 100124 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	Genuine Parts Company dba NAPA auto Parts
Does your company conduct business under any other name? If yes, please state:	NAPA Auto Parts
Address:	2999 Wildwood Parkway Atlanta, Georgia 30339
Contact:	Don Lachance
Email:	don_lachance@genpt.com
Phone:	404-386-4157
Fax:	404-386-4157
HST#:	580254510

Submission Details

Created On:	Tuesday August 13, 2024 07:35:16
Submitted On:	Friday September 27, 2024 14:12:03
Submitted By:	Don Lachance
Email:	don_lachance@genpt.com
Transaction #:	7c568b36-caba-405c-ad6c-adc50f0b6edb
Submitter's IP Address:	136.228.217.83

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Genuine Parts Company dba NAPA Auto Parts 2999 Wildwood Parkway Atlanta Georgia 30339	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	NAPA Auto Parts locations Nationwide. All 6000 NAPA Auto Parts Stores will delivery solutions for this contract. Genuine Parts Company dba NAPA Auto Parts Headquarters will facilitate the management of the administrative fees, reports and legal documents needed for the contract.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	DZ8RD2EBBMK5	*
5	Provide your NAICS code applicable to Solutions proposed.	423120	
6	Proposer Physical Address:	Genuine Parts Company 2999 Wildwood Parkway Atlanta Ga. 30339	*
7	Proposer website address (or addresses):	www.genpt.com	*
8	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):	Bret Robyck Sr. Vice President 2999 Wildwood Parkway Atlanta Ga. 30339 Bret_Robyck@genpt.com 678-934-5166	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Lachance National Sales manager Government Fleet 2999 Wildwood Parkway Atlanta Ga. 30339 Don_lachance@genpt.com 404-386-4157	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials. In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for $40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of $75,000 and had only six employees. Over the last 96 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition. GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding $21 billion. With more than 96 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.	*
12	What are your company's expectations in the event of an award?	Our expectations are to engage our 6,000+ company owned and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our Sourcewell contract and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service Sourcewell members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs. NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Canadian Sourcewell Members can utilize this response. Pricing will be different in terms of the currency and other variables. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada. Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Sourcewell. The Sourcewell partnership will be a large part of our marketing and promotional focus over the life of the contract.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	GPC has had 96 years of profitable growth and 65 years straight of increased dividends to our Stock Holders. Our company results are made public and are posted under the Investor page at www.genpt.com. We have also included our 2023 Annual Report in the attached documents for this RFP.	*
14	What is your US market share for the Solutions that you are proposing?	NAPA Auto parts has a 9% market share of the overall Automotive parts sales in the US.	*
15	What is your Canadian market share for the Solutions that you are proposing?	NAPA Auto parts has approximately 6% of the Canadian Automotive parts market.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None, There have been no Bankruptcy proceedings for Genuine Parts Company dba NAPA Auto Parts	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP. a) Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. The NAPA catalog of parts contains more than 565,000 SKUs of automotive parts, supplies, tools and equipment. Our network of 52 distribution centers and 6,000 retail stores (4100 independent and 1,900 company) are the only authorized distributor and reseller of the parts that we propose in this RFP. Our 4,100 independent stores will all be bound by this agreement and will be authorized to sell per our Sourcewell contract, should we be awarded. b) Not only is NAPA a distributor of parts, but we leverage our distribution chain that gives nightly access to inventory at all distribution centers, parts delivery services, and our relationships with vendors that allow Sourcewell customers to order directly when needed to support their fleets.	*
18	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.	GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	GPC has not been suspended or disbarred from the delivery of parts or services outlined in this RFP.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In 2021 NAPA Auto Parts automotive division and our Integration business operations combined to win the 2021 Legacy award with Sourcewell. In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell's H20 conference for his vision, commitment and drive to grow our current contracts with Sourcewell. In the last five years, our contracts have grown exponentially through Jett's and the NAPA Fleet team's commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated: "Jett has supported Sourcewell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcewell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcewell's future." Our parts supply business is also awarded with the successes of our customers. Over the past decades our NAPA customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, dozens of fleet organizations received awards of operational excellence and have attributed part of their success to NAPA. These awards are given to the best fleets for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.	*
21	What percentage of your sales are to the governmental sector in the past three years?	In the past three years, we have exceeded 15% percent of our Automotive Fleet Parts Group sales in the government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Of our government business, approximately 12 percent of our sales are in the education market (K-12, Higher Education).	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell-Aftermarket Parts and IBS $160,000,000 NASPO ValuePoint -Aftermarket Parts, Tools & Equipment $56,000,000 E&I Educational Cooperative $1,000,000 Texas BuyBoard - Aftermarket Parts Oils & Lubricants $1,000,000 Axia $1,000,000 ST of GA $15,000,000 St of TN $6,000,000 ST of WA $10,500,000 ST of NJ $6,800,000 ST of MA $6,500,000 ST of VA $4,500,000 ST of LA $4,600,000 ST of CA $5,800,000 ST of WV $4,000,000 ST of CT $3,000,000	*
24	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?	GPC/NAPA holds no GSA schedules at this time.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of California	Yolanda Tutt Department of General Services Procurement Division	279-946-8401	*
State of Georgia	Mary Zirock Chief Procurement Officer	404-631-1218 mzirock@dot.ga.gov	*
City of Sacramento, CA	Mark Stevens Fleet Manager	916-808-5869 mstevens@cityofsacramento.org	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
26	Sales force.	Total Estimated U.S. & Canada GPC Employees = 51,000 We have a national Sourcewell sales initiative managed through Don Lachance, NAPA's government fleet sales manager. Our 52 distribution centers also have dedicated Territory Sales Managers, Commercial Sales Managers and Wholesale Managers, comprising 400+ sellers directly in the market. Finally, our 6,000+ NAPA stores have their own direct sales teams to help promote Sourcewell opportunities. All in, NAPA has more than 7,000 people who have a responsibility to promote and sell the Sourcewell contract in the U.S. and Canada.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	GPC in 2024 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence. These distribution centers are located in 40 states and service approximately 1,900 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 4,100 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 55% of the total U.S. APG sales and 20% of GPC's overall total sales. When a Sourcewell member customer orders a part, directly or online, the first resource to fulfill that request will be the nearest NAPA servicing store. If the part is in stock, it will be delivered to the customer within an agreed upon time frame, and maybe included in a daily/nightly shuttle delivery. If the part is not in stock at the nearest store, secondary and tertiary NAPA stores will be sourced from and the part will be included in a one-off or scheduled delivery. In situations where the part is not available at any nearby NAPA stores, our Distribution Centers carry millions of dollars of inventory that can be used to fulfill the request. As a final resort, we can always contact the part manufacturer directly to explore direct sourcing options. In all situations, there is a local team of sourcing experts who are dedicated to fulfilling all requests by Sourcewell members	*
28	Service force.	As mentioned in our response to Question #26, we have more than 51,000 people dedicated to ensuring the parts Sourcewell customers need are available and delivered on time across the US and Canada. From a product availability standpoint, having 52 DCs enables NAPA to provide product as close to the customer as possible in most states including Alaska, Hawaii, and most US Territories. This is facilitated through the DC delivery process of deliveries to all 6000 stores a minimum of 5 times per week. NAPA uses a process of vehicle registration and product data to stock our DCs and stores by ZIP code. This ensures that we have a market specific product mix in each of our stores. NAPA 's DCs have on average $6 -$ IOM in inventory. Store sizes vary in size and scope, but with 6,000 in the US alone, we have one of the best store footprints in the automotive aftermarket. NAPA has 6000 thousand stores with between 2 and 6 delivery vehicles per store servicing the Sourcewell members and hundreds of tractor trailers delivering to the stores each night. Our personnel in each distribution center provide a comprehensive mixture of sales and product specialists that are available to service Sourcewell members. The list below illustrates the positions and the individuals focused on the sales and services contemplated in this RFP: • Sales Manager • District Manager • Wholesale Manager • Business development Managers • Major Account Government Sales Manager • Territory Sales Managers 3 to 5 • Business Development managers (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores • Store Sales Counter people • Independent NAPA store owners, outside sales, and counter people In total, there are nearly 10,000 people involved in the distribution of parts to, and customer satisfaction of, all of our Sourcewell member partners. The following is a look at the overall process flow for selling and managing Sourcewell contracts, along with which teams are involved at each stage: 1. NAPA HQ team sets standard operating procedures. 2. Sales force promotes the contract to customers. 3. Service force executes contracts and opens and manages sites. 4. Marketing team conducts regular business reviews to promote contract retention. 5. HQ team ensures compliance, reporting and overall growth	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders will go through the local servicing NAPA stores. Via Electronic ordering, phone, fax or a walk in visit to our NAPA store. Orders and returns will follow the same process through the servicing NAPA store.	*

30	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 customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punch-out in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise. When it comes to delivery times, NAPA's standard metrics are as follows: • In-Stock Parts Ordered Delivered within 60 minutes or less • Non-Stocked Parts Ordered Delivered the next day • Rare or Special Parts Ordered Delivered within 2 days NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. Finally, our customer service program continues after the purchase to support warranty claims on qualified products, as well as core credit and return processing. In the case of such types of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each Sourcewell member the parts they need and the credits they are owed.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	GPC/NAPA is a current Sourcewell contract holder and is able and willing to provide all parts and services expressed in this RFP. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. We have outlined our service and distribution network in several questions so far, so we would like to discuss our ability to promote this contract, if awarded. We have learned that educating our dealer locations on the specifics of the Sourcewell contract and their responsibilities to seek out lists of target Sourcewell contracting agencies is the first line of success for NAPA and Sourcewell. We also have a headquarters support network that helps us stay on track with our commitments to Sourcewell and its members by monitoring contract activity and promoting the cooperative purchasing message across our entire enterprise. The ability to provide these products and services starts and ends with effective communication and execution of the program to our 6,000 stores that deliver the value to Sourcewell members daily.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAPA Auto Parts (UAP Inc.) has a wealth of resources, both in the field and in the office across Canada to implement large agreements such as requested by Sourcewell. We have resources at our head office in Montreal as well as in each region including the Pacific/West, Ontario, Quebec and the Atlantic. NAPA will allocate the necessary resources to ensure Sourcewell's needs are met. Across Canada, we have over 4,800 full-time direct employees servicing our stores, distribution centers and offices. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. The NAPA Auto Parts Division is a network made up of automotive parts and accessories stores and paint and body product stores. We have nearly 600 NAPA Auto Parts stores across Canada and over 50 NAPA CMAX Paint and Body Shop Supply Stores. It also includes 8 distribution centers across Canada including the Atlantic, Quebec, Ontario, West and Pacific regions. Including 1 logistic center in Long Sault, Ontario. Napa will be supporting the Sourcewell contract amongst 4 regions across Canada: Atlantic, Quebec, Ontario and the Western region. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	NAPA has a strong presence in every region and is fully capable of serving the entire US and Canadian geographical locations described in this RFP of current and future members and represented associations. NAPA has a national presence from coast to coast across both the US and Canada. Thanks to our 6,000-store US and 600-store Canadian network and our strategic distribution center locations, we can meet all members' needs in a short amount of time, wherever they are operating	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	NAPA stores will cover all 50 states and all areas in those states with same to next day service. NAPA also services all 10 provinces in Canada through this contract with 600 NAPA Canada/UAP stores that can offer the same services at the Canadian pricing provided in this RFP	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no general contract restrictions that apply to any location in the US that NAPA services, including Hawaii, Alaska and US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Depending on the entity and there qualifications as a non-profit we can extend terms to non-profits but many Master agreements do not offer contract abilities and pricing to non-profits as Sourcewell does. We rely on Sourcewell for most of our Non-profit Master agreements.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NAPA's general marketing program strategy to promote the contract nationally will be to provide a full array of marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Sourcewell member in our stores through the mobilization of our field sales force. Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Sourcewell contract holder. If awarded, Sourcewell contract details will be communicated through our national bulletin process. This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award. Once published, the bulletin will be available through our internal website entitled NAPA Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Sourcewell will continue to be classified in our national account programs. NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted. NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents. • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Sourcewell contracts. • Video Content – we are in the process of developing specific video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: National Events o NAFA I&E www.NAFA.org o Government Fleet Expo (GFX) www.governmentfleetexpo.com o Fleet-Con presented by Fleet Pros www.Fleet Pros.org Regional Events o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	NAPA Marketing employs a team of experts dedicated to effectively driving web traffic to various NAPA websites that promote our products and contract opportunities. The team uses search engine optimization strategies, including site metadata, to reach the widest possible audience of qualified decision makers for Sourcewell entity prospects and current members. Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell our aftermarket solutions to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort: • Marketing Materials – Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts. • Continuing Education – provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team. • Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us: • NAPA Online: Our primary online ordering portal, www.NAPAOnline.com offers a catalog of more than 560,000 parts and supplies that are available to Sourcewell members today. Ordering online allows stock and hot-shot orders to be placed by an agency and fulfilled through the local servicing NAPA store or distribution center in the most timey way possible. • NAPA ProLink: NAPA ProLink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 560,000 SKUs, all available on this contract. • Enterprise E-Procurement: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	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.	Product training on all diagnostics available through NAPA AutoTech program and available online at www.NAPATraining.com. This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools & Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels. Technician Training: a. Designed for the professional technician. b. Provided by professional certified trainers c. Shop Management Training d. Designed for the professional technician, shop managers e. Provided by professional certified trainers	*

42	Describe any technological advances that your proposed Solutions offer.	NAPA's proposal covers multiple technological advances in the following: • Electronic Ordering • Product Information • Diagnostic Repair • eProcurement • Audit process • Mechanical Shop and Body Shop Estimators • System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs • ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more. • ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online. NAPA can work with government agencies to provide special pricing on Mitchell On Demand: • This is a web and PC based program that aids Sourcewell members to estimate repairs for authorization. • Provide OE repair procedures and diagnostic aids. • Track labor and supplies to a specific asset. • Color wiring diagrams • Technical specifications that include optional Medium and Heavy Duty applications • Flow Charts • Technical Service Bulletins • Maintenance Schedule	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on www.genpt.com. Environmental stewardship is an integral part of who we are and how we do business. Our commitment to protect and preserve the environment focuses on high-impact areas where we can make a measurable difference for our teammates, suppliers, customers, communities and investors. RCI-Safe Solutions -Our Sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle. GPC has the following priorities in place in terms of our Green Program • Reduce Air Emissions/Efficient Delivery Routing • Identify Pollution Prevention Opportunities • Communicate the Message • Practice Water Conservation • Reduce Fuel Consumption • Minimize Operational Waste • Implement Energy Conservation • Provide Green Products and Services NAPA Markets and Sells Many Green Initiative Products • Smart Washers • Challenger Water In-Ground Lifts • 3M lead free wheel weight system • Schumacher solar battery charger/maintainers • Energy Logic - waste oil burners • Vortex waterborne auto paint - no solvents • Valvoline Next Gen oil - made with recycled oil • Recycled Batteries, remanufactured electrical and steering components NAPA also has a detailed sustainability plan that is monitored and reported on annually. One of the three pillars of this plan is environmental sustainability and some of the results we have achieved are as follow: NAPA Fleet Management • Recycles more than 20 tons of tires annually • Recycles more than 3,500 gallons of oil annually General Recycling • More than 7,800 lbs. of cardboard annually • More than 6,400 lbs. of other waste annually Energy Efficiency • More than 750 lighting retrofits completed that reduced more than 52 million lbs. of CO_2	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please see our complete Sustainability guide attached to this RFP response. At this time, our sustainability reporting is aligned to SASB and TCFD frameworks. We continue monitoring the regulatory landscape in the U.S. and internationally, including the recent proposed rule from the U.S. Securities and Exchange Commission (SEC) to mandate standardized ESG disclosures for public companies, as well as the Corporate Sustainability Reporting Directive (CSRD) rules in Europe. We will update our approaches and reporting to comply with regulatory changes as they occur.ustainability page at www.genpt.com.	*
45	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?	GPC has the capability to offer the following custom and unique value adds. • Integrated Business Solutions: existing Sourcewell Contract • Motion Industries ~4,800,000 SKUs of MRO and Industrial components and supplies to 150,000 MRO and OEM Customers through 10 distribution centers, through ~470 branches and 53 Service Centers, www.motionindustries.com o NAPA Filters - www.napafilters.com, o NAPA Heavy Duty - www.napaonline.com o NAPA Undercar, www.napaonline.com o NAPA Electrical Sales and Under hood, www.napaonline.com o Martin Senour~ Paint, www.martinsenour.com o Balkamp, www.balkamp.com o NAPA Tools and Equipment, www.napaonline.com o NAPA Brakes, www.napabrakes.com o NAPA Heating and Cooling, www.napabeltshose.com • NAPA TRACS- Total Repair Automotive Computer System – powerful estimating, technical information and shop management solutions – www.napatracs.com • IBIZ – described above www.napaibiz.com • NAPA AutoCare Centers, www.napaautocare.com Largest network of independently owned automotive technicians in the US. ~15,000 automobile, truck, and collision centers MIC- Market Place Inventory Classification This is the process that uses RL Polk data and additional registrations of fleet and leased vehicles in all NAPA markets to determine proper stocking levels in stores and DCs. This means less downtime at the Sourcewell Member's repair facility due to NAPA having more and more of the right parts on the shelves. Mitchell 1, and Mitchell On Demand - Described above – www.mitchell1.com As mentioned, one of the most unique features of our service is the ability to integrate a customer's fleet software/work order management system into our inventory platform. This kind of integration seamlessly shares data between the two interfaces and allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Genuine Parts Company is a publicly traded corporation. Thus, we are not a WMBE or SBE. However, expanding opportunities for small and women and minority owned businesses is important at NAPA. A strength of the NAPA capabilities for this RFP is that we are not all corporate stores centered around a large corporate office, but we are a collection of thousands of small businesses that can support the Sourcewell contract and its members' purchasing goals. Our main distribution and sales channel to Sourcewell members and prospective members will be through our 6,000 retail outlets, 4,500 of which are independently owned and operated NAPA Automotive and Truck Parts stores. Based on the size and geography of these locations, many may be qualified as SBEs, WBEs, DBEs and some in HUB Zones. As a corporation overall, we still maintain strict guidelines on diversity and inclusion in our operations. Our commitment to—and appreciation for—diversity and inclusion at Genuine Parts Company is a part of everything we do. You can see it every time we interact with customers, collaborate with colleagues and partner with members of the community. Across our Company, we value diversity and benefit from the exceptional insights, talents and experiences of our workforce. We believe that by embracing the differences and similarities of each individual, the work environment improves for our employees and enhances our overall business performance
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	
48		Women Business Enterprise (WBE)	○ Yes ◉ No	
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
52		Small Business Enterprise (SBE)	○ Yes ◉ No	
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment Terms are net 30 days, Payment methods are Check, ACH, or credit card	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	NA	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	A copy of our Invoice document that is used on all transactions has been uploaded to the Documents section of this RFP. Standard documents or forms for ordering are also offered on our Prolink site for electronic ordering, and are included in the Prolink site that the customer will use and have a secure login and password specific to each user. NAPA can adapt and customize the process per the request of the entity.	*
58	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, NAPA accepts P-card payment with no additional charge to the end user.	*
59	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.	NAPA's pricing model is a product category discount off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Sourcewell members. NAPA's list prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology category Discount percentage shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Sourcewell every time an individual product increases in price. The attached Sourcewell 9074 Price Profile will be implemented at the store level to all members that choose to utilize the Sourcewell contract. This pricing will be available at all company-owned and independent NAPA stores across the US. The pricing provided by NAPA Canada differs from that provided by NAPA US but is based off of a similar model and will apply across Canada as the US pricing does across the US. A copy of the List less Discount sheet attached.	*
60	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.	As a list less discount percentage for parts by category for over 560,000 parts the discount range is 46% to 72% off list price depending on the item category.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Special volume discounts and/or rebates may be offered on an individual basis, depending on the individual circumstances and the potential volume of the Sourcewell member. NAPA may offer special one-off pricing for volume or stocking orders if requested by the Sourcewell member. These prices will be handled on an individual basis and they will not exceed the contract price.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". 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.	NAPA agrees to deliver from time-to-time sourced goods and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a maximum 25 percent additional margin. This cost plus will be calculated and agreed upon between the Sourcewell member and the local NAPA store on a case-by-case basis	*
63	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.	Generally, parts and equipment are provided at the cost specified in our pricing list. NAPA does not charge Sourcewell members freight costs for standard stocking parts. Additional costs may be incurred for items outside of hard parts, such as special order shipping, training, equipment installation, etc. but these are typically nonstandard line items.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated in Question 63, freight is not charged on NAPA parts, barring special requests or orders. However, if a part needs to be expedited for an emergency situation, the process is very simple. The agency lets us know the timeframe of the need, NAPA reaches out to our freight partners to estimate the cost, NAPA informs the agency of the charge and, with approval from the customer, we will agree to ship the part. In this case, the freight charge will be added to the invoice for that part as a separate line item for complete transparency.	*

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As we have a local presence in Alaska and Hawaii, there are no different terms or programs for these regions than in the continental US. Customer delivery distance from the servicing store will affect freight charges, but not differently in those regions. Exchange and returns are the same. In Canada, deliveries of products will be made free of charge. Freight charges may apply to garage equipment and emergency orders of automotive parts and accessories in which case Sourcewell members will have first agreed to the additional freight charges. Additional shipping costs are determined on case-by-case basis and are dependant on the items being shipped. It typically affects larger items (i.e. hoists) where costs are determined at the time of sale. NAPA works with our supplier network to provide a delivery method to “Drop Ship”. In certain circumstances, such as large quantities or large products, it is a method we can offer to Sourcewell members. Offshore shipping will be established as “as needed” and agreed to by the NAPA store and the Sourcewell Member	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter’s manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. The huge advantage of this program for Sourcewell members is that it harnesses access to inventories not only at local NAPA stores and distribution networks across the entire country, but through our manufacturers as well, all with one click or call	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	NAPA self-audits both our contract pricing to Sourcewell members and our sales reporting and administrative fee paid to Sourcewell each quarter. Contract Price Compliance Self Audit: NAPA has developed programming that will at the end of every quarter take the sales by Sourcewell members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance. Quarterly Sales Reporting and Administrative Fee Self Audit: To ensure that NAPA reports all sales under the contract each quarter and that NAPA remits the proper administrative fee to Sourcewell, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Currently and if awarded NAPA uses a special system called TAMS within all 6000 NAPA stores that is turned on for each Sourcewell entity that utilizes this contract.they are given an accout# and registered in our RAM system to track all daily sales transactions that are placed. All sales are measured month to date and year to date over previous time periods to track success and growth.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	U.S. Operations: NAPA will pay Sourcewell 2% of net qualified purchases for the entire contract period (if awarded). NAPA shall issue contract fees to Sourcewell on a quarterly basis based on total qualified net sales of all registered Sourcewell members that NAPA US operations sell to for that period. The 2% administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter. Canadian Operations: On any direct Sourcewell contracts in Canada, not involving any other associations or cooperative contracts, NAPA Canada will pay Sourcewell the same 2 percent administrative fee on all qualified NAPA parts purchases. The administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Yes, The pricing offered in this proposal is as good or better than than pricing typically offered through existing cooperative contracts.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	NAPA distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, GPC distributes replacement parts for small engines, farm equipment and heavy-duty equipment. Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of government customers in the automotive aftermarket, such as cities, counties, states, K-12 districts and higher education institutions. We offer light-, medium- and heavy-duty parts for municipal departments like police, fire, sanitation and public works as well as people transportation parts used in universities and public transit agencies. No matter the part, we are able to provide the supply chain to get Sourcewell members the products they need when they need them. Please see our NAPA product line card included as a supplemental upload titled: Marketing Materials. NAPA has 52 distribution centers that service 6,000+ retail stores nationwide. They contain more than $1 billion of fleet parts and other replenishment inventory for our network nationally. NAPA stocks more than 560,000 aftermarket parts and items with same day and next day delivery. We can provide inventory, distribution, and local support in any area of the US and our network is available 365 days each year to get Sourcewell members parts efficiently. Our network starts with the 4,100 local, small business NAPA stores that support your members in the areas where they operate. This helps us place a strong emphasis on supporting local businesses. In addition, we have the strength of our 1,500-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to Sourcewell members. All our stores, regardless of ownership, can source and stock the products that your agencies need. Within these stores are tens of thousands of fully trained employees who are familiar with the processes of servicing large cooperative and other major accounts. They provide full support to government agencies ordering from them today and are ready to take on the increased business that this contract would bring. When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Advance orders may either be held for will-call pickups or delivered via an agreed upon supply schedule. Our program is designed to allow each Sourcewell member the ability to do business in the ways that suit them best. Sales receipts for all orders include all the information that would be provided on an invoice, including account number, item descriptions, quantities, price, PO# if requested by the individual member and date and time of order NAPA offers custom orders and can source almost any OEM or Aftermarket part worldwide. Our store create custom hoses and hydraulics for an array of vehicles. Some NAPA stores still offer machine services to refurbish some parts.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAPA is able to provide all product categories listed in Table 14B, including: • Air conditioning, heating, cooling, and climate control • Alternators, starters, batteries, electrical, and ignition systems • Bearings - ball and roller • Belts, hoses, gaskets, and seals • Brakes • Bumpers, body, cab, and chassis parts • Emission and exhaust • Engine and drive train • Filters - oil, fuel, air, and transmission • Oils and lubricants - regular and synthetic • Pumps - fuel and water • Safety and security systems • Interior and exterior parts and accessories • Lamps, lighting, mirrors, and wiring • Pumps - fuel and water • Suspension, shocks, struts, and steering • Wipers and washers • Heating and cooling (engine) • Vehicle paint and primer • Tools and equipment • Heavy Duty parts

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
73	Air conditioning, heating, and other climate control	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide	*
74	Electrical (alternators, starters, batteries, ignition systems, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide. Including New and Remanufactured products.	*
75	Automotive bearings (wheel, roller ball, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide	*
76	Automotive belts, hoses, gaskets, and seals	(•) Yes ( ) No	NAPA stocks high quality Gates Brand Belts and Belts in all stores and all Distribution centers.	*
77	System components (brakes, rotors, calipers, lines, ABS, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds and levels of Brakes, Pads and Rotors in this category at all 6000 NAPA Auto Parts Store Nationwide and offeres good better and best options for the user as well as Heavy duty truck parts.	*
78	Body and crash (parts, bumpers, cab, chassis, door, panels, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide	
79	Exhaust systems and emission parts	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
80	Engine and drive train (Internal Combustion Engine)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
81	Engine and drive train (Hybrid, EV, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
82	Engine heating and cooling	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
83	Filters (oil, fuel, air, transmission, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.NAPA also offers Good better and best items in this category and recommends using Fleet focused products for best durability.	
84	Oils and lubricants (regular, synthetic, blend)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide as well as NAPA branded oils and lubricants.	
85	Pumps (fuel, fluids, water, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.New and Remanufactured pumps are available.	

- Pricing - NAPA Pricing Category Description 9074-Sourcewell.docx - Tuesday September 17, 2024 12:22:53
- Financial Strength and Stability - GPC 2023 Annual Report (1).pdf - Tuesday September 17, 2024 12:00:57
- Marketing Plan/Samples - Sourcewell Announcement Government Agencies (2).pdf - Tuesday September 17, 2024 12:07:27
- WMBE/MBE/SBE or Related Certificates - 2023 GPC Sustainability Report_FINAL.pdf - Tuesday September 17, 2024 12:02:24
- Standard Transaction Document Samples - Order invoice Sample-NAPA.pdf - Friday September 27, 2024 14:04:20
- Requested Exceptions - RFP_100124_Master_Agreement_Aftermarket_Vehicle_Parts__Supplies (1).docx - Wednesday August 21, 2024 10:42:12
- Upload Additional Document - 2023 GPC Sustainability Report_FINAL.pdf - Tuesday September 17, 2024 11:53:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, 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. - Bret Robyck, Sr. Vice President, Genuine Parts Company dba NAPA Auto Parts

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 obligations contemplated in the solicitation proposal.

○ **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_6_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Wed September 18 2024 09:27 AM	☑	1
Addendum_5_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Mon September 9 2024 04:03 PM	☑	2
Addendum_4_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed September 4 2024 01:26 PM	☑	1
Addendum_3_Aftermarket Vehicle Parts and Supplies_RFP100124 Mon August 19 2024 07:25 AM	☑	2
Addendum_2_Aftermarket Vehicle Parts and Supplies_RFP100124 Fri August 16 2024 07:54 AM	☑	1
Addendum_1_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed August 14 2024 08:43 AM	☑	2

86	Safety and security systems	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
87	Vehicle interior/exterior parts and accessories	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
88	Electrical systems (lamps, lighting, mirrors, wiring, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
89	Stabilization system components (suspension, shocks, struts, leaf, camber, swing arm, ball/UV joints, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
90	Control systems components (transmission, differential, traction, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
91	Windshield (wipers and windshield washer components)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
92	Vehicle paint and primer	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
93	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools, and supplies as described in RFP	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.

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."

NAPA Auto Parts # 100124-GPC

Pricing for contract #100124-GPC offers Sourcewell participating agencies the following discounts:

- A range of 46%-72% off list price depending on the item category.

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MASTER AGREEMENT #100124
CATEGORY: Aftermarket Vehicle Parts and Supplies
SUPPLIER: Imperial Supplies LLC

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Imperial Supplies LLC, P.O. Box 11008, Green Bay, WI 54307 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1: General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #100124) to Participating Entities. In Scope solutions include:

   a) Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric automobiles, sport utility vehicles (SUV), light duty trucks, medium duty trucks, heavy duty and vocational trucks, buses, and motorcycles.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's standard warranty terms are applicable and can be found at www.imperialsupplies.com ("Standard Warranty Terms"). Should Supplier's Standard Warranty Terms conflict with the terms of this Section 13.iii., Supplier's Standard Warranty Terms will control.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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

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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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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v) **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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Intentionally Omitted.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

   The commitments outlined in supplier's original response are Category Discounts. While Supplier reserves the right to update SKU-level pricing in its sole discretion at any time, any such updates will follow the Price and Product Change Request Form process detailed within this Article 2 Section 2. A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Agreement and will be incorporated by reference.

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

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5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on Total Net Purchases, as defined at Line Item 69 of Supplier's response, to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or

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remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement, provided that Sourcewell provides prior written notice to Supplier. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell, to the extent arising out of any act or omission in the performance of this Agreement by the Supplier 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 design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

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

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and

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Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

a) **Commercial General Liability Insurance.** Supplier 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 Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees. Termination of this Agreement, for any reason (as stated in Article 2 Sections 23 and 24), does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition, including separate invoiced freight charges as applicable and as further defined below in Section 2a Supplier's Standard Freight Terms, when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents. This means that the quoted cost is for delivered Included Solutions that are operational for their intended purpose and includes all costs to Participating Entity's requested delivery location. Supplier reserves the right to accept or reject any order received from a Participating Entity.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

a) Supplier's Standard Freight Terms. Standard freight is paid by Supplier on all orders over $100, unless otherwise stated, to Participating Entity's single place of business anywhere in the

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contiguous United States, using carrier of Participating Entity's choice. Other terms and conditions may apply for other than standard ground delivery ("Other Freight Services"), including without limitation, expedited same day delivery, air freight, freight collect, sourced orders, export orders, hazardous materials, Participating Entity's carrier, shipments outside the contiguous U.S. or other special handling by the carrier. Any charges incurred for Other Freight Services must be paid by Participating Entity. Fuel surcharges and other surcharges may be applied. Title and risk of loss pass to Participating Entity upon tender of shipment to the carrier. Supplier reserves the right, in its discretion, to accept or reject any order.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell Imperial Supplies LLC

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Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/16/2025 | 12:37 PM CST

Signed by:
Ryan Vanevenhoven
96F3B7A6967042A...

By: _____
Ryan Vanevenhoven
Title: President
Date: 1/16/2025 | 11:14 AM CST

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RFP 100124 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	Imperial Supplies Holdings Inc
Does your company conduct business under any other name? If yes, please state:	Imperial Supplies LLC
Address:	300 N Madison Street Green Bay, WI 54301-5106
Contact:	Jason Bergstrom
Email:	government@imperialsupplies.com
Phone:	800-558-2808
HST#:	26-1180785

Submission Details

Created On:	Friday August 23, 2024 07:59:35
Submitted On:	Monday September 30, 2024 15:29:58
Submitted By:	Jason Bergstrom
Email:	government@imperialsupplies.com
Transaction #:	d27b5a69-f4c6-4645-b6a7-7e78f3996f72
Submitter's IP Address:	136.226.56.175

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Imperial Supplies LLC D&B # 023247661	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	W.W. Grainger is our parent company	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	R8EMJ7UA9E3	*
5	Provide your NAICS code applicable to Solutions proposed.	423120 423840 441310	
6	Proposer Physical Address:	Imperial Supplies P.O. Box 11008 Green Bay, WI 54307	*
7	Proposer website address (or addresses):	https://www.imperialsupplies.com/	*
8	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):	Jason Bergstrom Director New Business - Government P.O. Box 11008 Green Bay, WI 54307 jbergstrom@imperialsupplies.com 920-857-7844	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Bergstrom Director New Business - Government P.O. Box 11008 Green Bay, WI 54307 jbergstrom@imperialsupplies.com 920-857-7844	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Imperial Supplies was established in 1958 and today distributes over 1.7M Fleet MRO (Maintenance Repair Operation) product to 36,000+ Auto/Fleet customers who maintain 47,000+ locations. We provide the critical small parts that connect OEM and aftermarket parts to fleet vehicles. Imperial Supplies is a Customer Managed Inventory model that offers program savings leveraging data, technology, and control. Once fully implemented we offer "Half the Spend, Half the Inventory in Half the Time" vs our route model competitors (Napa, Fastenal, Kimball Midwest, MSC, Lawson). Imperial simply passes the program savings to our customers. Imperial has built its reputation by offering customers highly efficient methods to order and monitor purchases. Our customers include the top nine common carriers and the top four leasing companies in the United States. We currently have more National Account Programs in the fleet industry than all of our competition combined. Our philosophy has been based on the partnership concept. We have formed relationships with our customers by tailoring our services to meet their changing needs. We have designed a system to reduce costs through efficient ordering means and stringent controls. This approach has made us the industry leader in pioneering new technology. • First national parts distributor to use barcode technology to automate order entry. • First to provide detailed, custom reporting. • EDI capabilities further enhance our customer interface system. • Custom corporate programs for customers' changing needs. • Fully Integrated Chemical Program • Product Recommendation and Standardization Programs. • Inventory Reduction Program The following customers have 30+ year partnerships with Imperial Supplies... UPS, WalMart, Schneider, JB Hunt, FedEx, Penske, Ryder, Pepsi and Waste Management. Today all of these accounts are in our top twenty in annual spend. Sourcewell is now a top 25 customer for Imperial Supplies.	*
12	What are your company's expectations in the event of an award?	Our expectation will be that our sellers will continue to delivery top customer service along with double digit cost savings to Sourcewell members in order to grow our partnerships. We have conducted over 100+ invoice analysis for Sourcewell members documenting an average savings of 28.2%. Once awarded we will internally organize our sellers with a refreshed training program on Sourcewell. In that training we will educate on who Sourcewell is, how they service government entities, what our Imperial Program offer is for those entities, and last how we engage with Sourcewell members. All of this information will be stored in an internal playbook and our CM system will make sure to keep those customers grouped together for tracking. We followed this procedure on our last award and it resulted in $6,172,382.05 in revenue on 15,390 orders by 799 member locations with a 98.66% fill rate. Imperial paid freight charges on 97.5% of all Sourcewell Member orders. (see document "Contract Award Spend Data")	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	Imperial Supplies is a part of the Grainger family of companies since 2009. Attached is a Grainger Fact Book from 2023 that includes financial information. It is attached as file "Grainger 2023 Annual Report" Here is a breakdown of revenue (Grainger/Imperial); Grainger $11.8 B and Imperial Supplies $311.0 MM in 2021 Grainger $12.8 B and Imperial Supplies $404.7 MM in 2022 Grainger $16.5 B and Imperial Supplies $461.9 MM in 2023 In 2024 Imperial is on pace for $483M in revenue	*
14	What is your US market share for the Solutions that you are proposing?	Imperial Supplies market share within the Auto/Fleet markets is 21%. Imperial has had an 14.86% growth CAGR since 2013. Currently our two fastest growing markets are in automotive and government fleet garages (state, city, county). Our Government markets are focused on the SLED segment worth $700M/yr. Our current revenue in all government segments within Imperial is over $8M annually. Up from $800K in 2019.	*
15	What is your Canadian market share for the Solutions that you are proposing?	While Imperial Supplies does service some of our National Accounts in Canada this Market is not in scope for this bid. As we continue to grow Imperial has plans to offer full program within the next 2-3 years in the Canadian Market. Until then Imperial would entertain Canadian customers on a case by case basis.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	N/A	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	Imperial is a national distributor of fleet maintenance products and inventory management programs. We own (along with Grainger) and operate 22 DCs across the US. It is our mission to provide you with an efficient and effective system to order and stock fleet specific maintenance parts. Imperial is committed to providing the most technologically advanced procurement applications for fleet maintenance parts in the industry.	*
18	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.	Imperial's focused and disciplined Quality Assurance Program guarantees that products satisfy SAE, IFI, DOT, OSHA, and UL standards. Imperial performs product quality audits and works with third party testing labs to ensure manufacturing specifications are met. Additionally Imperial offers Lot Traceability with the majority of it's parts.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Imperial Supplies does not have an industry awards, we are not aware of any for our field (small maintenance parts). However we have been awarded supplier of the year from many of our National Accounts including... Penske, UPS, FedEx, WalMart, YRC and many other smaller customers. Since our last Sourcewell award Imperial has been awarded as vendor of the year from Penske 2023, Macco 2023 and Amerit 2022.	*
21	What percentage of your sales are to the governmental sector in the past three years?	2021 $3.5M @ 1.1% 2022 $6.4M @ 1.6% 2023 $8.0M @ 2.0%	*
22	What percentage of your sales are to the education sector in the past three years?	2021 $9.7M @ 3.1% 2022 $11.6M @ 2.87% 2023 $12.7M @ 2.75%	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell @ $909K in 2021 - $1.42M in 2022 - $2.19M in 2023 Equalis @ $18K in 2023 (no longer in focus) E&I - just awarded in July of '24. Program rollout in November of 2024	*
24	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?	N/A	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
South Dakota Dept of Transportation (SD)	Jared Bourdon	(605)290-2660	*
City of Pflugerville (TX)	Aaron Howell	(512)990-6432	*
City of Dodge (KS)	Chad Rhoades	(620)255-5463	*
Colorado Springs Utilities (CO)	Franco Cerame	(719)668-7663	
Sauk County Hwy Dept (WI)	Dustin Jensen	(608)355-4386	

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
26	Sales force.	Imperial Supplies employs 259 sellers to service our customers (820+ employees total). All of our employees are FTE and direct with Imperial Supplies. Attached in this bid is the "Outside Seller Map" in the US. 217 are Dedicated Account Advisors (DAA) that service each shop location over the phone. Of those +16 are dedicated to government markets. This greatly reduces our OE which Imperial passes on to the customer leveraging our unique business model for maximum savings. Additionally our DAAs can contact more customers in a day vs a route model. This means we have 10x the customer contact. Every account with Imperial has a DAA assigned. 75% of this work force is in Green Bay WI with the remaining working remote across the country. 23 are Regional Sales Managers (RSM). This is our New Business segment and RSMs perform over 1,000 customer shop reviews with analysis reports to document savings before program roll out. Together the RSM and DAA partner with the Corporate decision maker to install our core program in the field. RSMs will service the account for 2 years at which point the fall off the account and a National Account Manager then manages the partnership. The DAA remains constant through this transition. All of these employees are located remote across the country, central to their territory. 18 are National Account Managers. This group manages the long term partnership. They are charged with providing continued value with standardization across 40+ product groups, leverage private label brands, continued inventory compression and SKU reduction. Half of this sales force in in Green Bay WI and the remaining are remote across the US. Supporting our 259 sellers (and customers) are 17 Customer Service Representative, 4 Sales Operation Support, 5 Product Technicians, and 7 Product Managers. All of these employees are in Green Bay WI.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Imperial has developed a National distribution network based on five regional distribution centers. Each center is capable of supplying its US quadrant with all key items within our catalog offering. Imperial Supplies has a 98.66% fill rate with on over 15,000 orders with Sourcewell clients. Orders shipped from Imperial have less than 1% chance of error, every order placed before 3:00pm CST will be shipped the same day and all other orders within 24 hours. DCs are in, Janesville WI Scranton PA Charlotte NC Reno NV Dallas TX	*
28	Service force.	Imperial Supplies has over 55 Field Service agents across the US that conduct over 6,500 site visits to set up new business locations or maintain existing customers. This team works in tandem with or Dedicated Account Advisors to keep our customers standard operating procedures reflected at the shop level. Duties performed are labeling product with bar codes, organizing per customer direction, assigning location codes for quick order put away, reducing stock for credit, eliminating "D" movers for credit and product standardization per customer direction. This is a value added program that is no charge to our customers. These Field Service Agents are remote across the US to keep tight coverage over all regions. Over the last contact term with Sourcewell our Field Service Agents visited 238 Sourcewell locations, performed 3,447 hours of work to clean and organize shops. Imperial Supplies does this at our own expense - valued at $282,654 in value added services for Sourcewell clients.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Imperial Supplies handles all customer orders direct either by the Dedicated Account Advisor assigned to the account or a Customer Service Rep (more below on that role). We accept orders in a variety of forms. Over the phone, via fax, website, mobile devise app, email or integrated procurement platform. All orders place by 3pm CST will ship out same day. Imperial Supplies has over 19 Customer Service Representatives (CSR) supporting our Dedicated Account Advisor teams and customers. Each CSR has between 14 to 18 Dedicated Account Advisors on their team. On average per CSR they have a response time of 17 minutes to missed calls, handle over 100 special orders/day, run specialty spend reports, and manage all returns. Our Dedicated Account Advisors that have metrics for customer service. Each metric in number of calls, phone minutes, and new ship to locations for each month. These metrics are critical to maintaining excellent customer service and our Managers track these metrics daily to insure a high touch point with low time commitments (average call is 3 minutes and 12 seconds).	*
30	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 Dedicated Account Advisors (DAA) are the backbone of customer support. Each DAA has metrics in number of calls, phone minutes, response time and new ship to locations for each month. These metrics are critical to maintaining excellent customer service and our Managers track these metrics daily to insure a high touch point with low time commitments (average call is 2 minutes and 34 seconds). During the past contract period we had 2,894 inbound calls (6 min 7 sec average) from Sourcewell clients and 14,274 outbound calls (3 min 12 sec average) to Sourcewell clients. The top four subjects on these calls were placing orders, shipping time lines, technical questions on product and account set up. Imperial Supplies high touch model allows for fast and easy access to customer questions will keeping time commitments low allowing government entity employees to remain efficient in their daily tasks.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Imperial Supplies is a National distributor and services all 50 states. There are no restrictions to our program offering in the US. Our DC network is set up to reach 98% of our customer base in 2 day lead times. We have 5 DCs servicing the US, 3 of those are new in the last 5 years (replaced outdated, smaller DCs). We have future plans for a 6th DC in the Pacific Northwest within next 3-5 years. Add in Grainger's 14 DCs and Imperial offers 1.7M MRO products with the quickest and most accurate pick, pack, and ship metrics in the Fleet MRO space.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	At this time the Canadian government market is out of scope for our contract focus.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Only Canada is out of focus. We will service all 50 United States on this contract.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Imperial Supplies does not service Federal based entities. We keep a SLED (state, local and education) focus for our coop contracts. If a federal entity reaches out to us direct as a Sourcewell Client we have a process to relay them over to a dedicated Grainger contact to help serve them as a Sourcewell Client.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Not Applicable.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Yes so long as they are not based or tied directly with the federal government.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Imperial Supplies will continue to use the same marketing plan that resulted in 799 Sourcewell Clients adopting our contract for use with their Fleet MRO needs. Here is our marketing plan in summary. 1) Continue to utilize the Sourcewell Member list and prioritize those targets by population size, market (city and school district) and regional entity coaches. 2) Distribute out these targets monthly for Dedicated Account Advisors to contact and introduce our contract and unique business model. 3) Identify and sign up for regional Fleet MRO shows by region and nationally (we attend 7 in last 12 months) to drive exposure and Sourcewell engagement. Once a show is targeted we use our DAAs to canvas (with Market help) all Sourcewell area clients in an effort to drive booth traffic 4) Set up appointments (through cold calls and shows) to review our business model (more on that deck below) and gain invoice analysis data for pilot. 5) Review savings with entity and obtain conversion date for field service to convert to Imperial Supplies under Sourcewell contract. In the last 12 months over 3/4 of our new business revenue was driven this way using the Sourcewell contract. We had over 1465 cold calls to Sourcewell clients in addition to 389 contacts at regional trade shows. Please see the attached pdf deck that will review our company and marketing strategy. Attachment labeled "Imperial Supplies introduction to Sourcewell - Business Model". Jason Bergstrom would like to walk you through a business case demonstrating Imperial Supplies forensic analysis of typical overstock and overspend found with competing Vendor Managed Programs. To summarize... Imperial Supplies brings control and visibility to a below radar spend with an added value program that cuts your spend, inventory, and time investment by 50%. We will market to Sourcewell member the same way we do in the private sector. Uncover opportunities to reduce cost through forensic analysis of spend. Build a business case for customer approval demonstrating how Imperial will partner to drive savings. This is a no risk, no cost process. After customer approval we begin the program conversion and roll out site by site. Our Field Service team will install the program at each shop. From there Imperials sellers work side by side with our customers with the goal to become a key partner that drives unwanted cost our of their organization. This is done through aligned goals targeting saving by product category, prioritizing by largest savings and then executed in partnership with our lead entity decision makers.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	At Imperial Supplies we have a dedicated team across our Marketing and HR departments for Social Media platforms like Facebook and LinkedIn where we are most active. We drive education for our fleet customers, shout out employees, and recognize customer milestones to drive awareness to our program capabilities. Additionally our growth trajectory requires us to grow our employee base by 189 associates over the next 3 years. Social Media also allows us to recruit to support that future growth. Imperial Supplies is in year 3 of a 5 year ERP (Enterprise Resource Planning) process to improve our data systems to better target savings for our customers. Early benefits of this process provides our Dedicated Account Advisors data dashboards to improve savings, increase engagement, drive compliance and target SKU and inventory compression. These data dashboard are customizable by customer to drive the most efficiency.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Where Imperial Supplies has had the most success is by working closely with Mike Epsky our Contract Manager. We hold monthly meeting to discuss and remove barriers, target local and national trade shows, discuss market trends and data share. Additionally we hold year end reviews to deep dive on success and build a plan for the following year to support contract growth strategies. We are looking to schedule an in house training session with Mike in our Green Bay office. We hope to increase or Dedicated Account Advisor engagement with Mike to expand on our 30% YOY contract revenue growth to 40%.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Imperial Supplies has worked on integration with Equalevel so that we are prepared for deeper engagement in the e-procurement needs of our Sourcewell clients. This can be done through a punch out experience to our catalog to bring further control and visibility to the contract spend. Imperial Supplies has integrated in over 13 different platforms in it's history. We also utilize our website as first phase in customer driven controls. This can be done with order approvals, budget controls, product blocks and spend visibility that helps procurement teams drive out over spend.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	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.	Imperial has a team of Product Technicians and Product Managers that are involved with customer training on a daily basis. Often times these team members are pulled into customer calls to train or bring education to a product. These team members may also travel for educational, training, and consulting purposes. These are free however some of these training sessions in person may come with a charge. For example we administer Fastener, Brass and Electrical Training to support customer technicians to qualifying customers. The costs associated with this are to cover travel expenses. Additionally Imperial provides technical publications via CD, hard copy and online at no cost. Imperial's home page currently features approved product application manuals for Brass, Electrical and Fastener training. Additional topics can be added per corporate request. Product training is customized to meet the individual needs of each and every customer. Available formats include: On-Site Training, Video Training, Video Conferencing, Web Conferencing, and Product Specific Handbooks.	*
42	Describe any technological advances that your proposed Solutions offer.	Imperial continues to operate utilizing the Partnership Concept. Technological advancements are implemented based on customer request and Imperial Supplies works to continually address specific customer needs in multiple markets, then implement new technology to meet customer needs. Technology sets Imperial apart from other parts distributors. Imperial is dedicated to coupling innovation and technology to help fleet companies reduce expenses and increase profits. Imperial's technological advancements include: Barcode Labels for Imperial and Non-Imperial Product, Purchasing Platform Interfaces, Electronic Data Interchange, Electronic Funds Transfer, Electronic Price Files, Order Data Transfer, Electronic Order Reconciliation, Bar-Coded Packing Slips, Aftermarket Order Program, Customer Bin Location Barcode Labels, Custom & Automated Bin Location Modifier, Colored Inventory Barcodes, Colored Barcodes for Ordering Efficiency, Barcode Label Re-Order Points, GL Code Identification, Split GL Code Invoicing, Priced & Dated Product Labels, Customer Part Numbers on Barcode Labels, Automatic Order Confirmation, Invoice Lot Tracking, Peel-Off Barcode Labels, PCard Level III Capabilities, Web Push Program, ScanTel Scanner Program, and creation of a Dedicated Customer Web Link.	*
43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Imperial Supplies customers have increasingly requested environmentally preferable products and over the years we have significantly expanded our product portfolio to fulfill customer needs. Through this portfolio, we’re able to help customers maintain sustainable facilities through efficient energy management (LED lighting), water conservation (flow control), waste reduction (bulk chemicals) and improved indoor air quality (filtration). We will continue to support customer green initiatives by seeking solution based products that fit our changing customer needs.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Not applicable	*
45	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?	Imperial Supplies prides itself on its people and our business model. Both are unique in the truck, auto, and bus industry. At Imperial the customer is King. In 1958 our founder Don Long, a small parts route salesman, realized he could service more customers at a better value by leveraging technology (phone sales at that time). By removing the route salesman you remove a large expense. But even more important you remove outside influence to the product needs and inventory levels that do not benefit the customer. That day Don changed the game and Imperial Supplies was born. Our Customer Managed Inventory (CMI) is unique in the Fleet MRO space - it is our differentiator. We've been growing ever since and today we are the #1 supplier of small maintenance parts in the US Fleets. We ask curious questions and look to solve customer challenges with product and technology based solutions. Our first National Account (FedEx) in the late 70's was a perfect example. They needed a centralized program for small parts so we introduced new technology (Scan Tel Bar Codes) to control ordering, bring visibility, and speed deliveries. This solution led to our first National roll out and we've continued this mindset into GL coding, Lot tracing, UNSPSC codes, VMRS codes, custom re-orders... this list goes on. Recently we are integrating with large automotive software companies to support Job Costing for Service King and other customers. Our people make up our culture and they are just as important as our business model. We preach speed and urgency to our customers needs. Maybe it's the Midwest mindset, but really its our program, model, and training that is the structure for our great customer service. It's why we've had 30+ year relationships with our top 20 National Accounts. Companies like UPS, WalMart, Schneider, JB Hunt, FedEx, Penske, Ryder, Pepsi and Waste Management.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	
48		Women Business Enterprise (WBE)	○ Yes ◉ No	
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
52		Small Business Enterprise (SBE)	○ Yes ◉ No	
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Imperial's payment terms are ½% 10 days, Net 30. Mail, direct payment, EDI, credit cards are accepted.	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	Not applicable	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	We require no documents for standard transactions with Sourcewell Clients.	*
58	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?	Imperial will transact P-card and there are no additional fees.	*

59	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.	Imperial Supplies operates a specific price book for each customer . These price books are customized to each market based on volume and usage from hundreds of market analysis in the field to provide the most competitive offer. We value the ability to be nimble and move our volume to different approved suppliers based on market conditions, COGS. This helps us bring the lowest market cost to our customers for our core product in our 5 DCs. Our Sourcewell offer has over 300 featured line items in the attachment "Contract Price Offer". These are the "A" movers for the auto, truck, and bus government markets in our offering and we've applied aggressive pricing inline with the scale and leverage of Sourcewell. This is our "tip of the spear" pricing which supports our invoice analysis process for maximum client savings. All of our product offering is open in our Sourcewell members. For products that are drop shipped to our customers through the Grainger DC network we use Grainger's web price as our offer. Additionally we apply 21 category discounts off of Contract Reference Pricing to further drive value to Sourcewell members. This offering and pricing is seamless once logged into our website experience. We can provide Sourcewell with login credentials to view all pricing, all we need is an email address and Jason Bergstrom can set up that account for you. Online we have over 350,000 SKUs listed and organized by 3,000+ web sub categories. If there is a Grainger item a customer needs that is not yet on our website our Dedicated Account Advisor can take that order (same day) and within one hour the part number is assigned and added to the order (again same day). Within 24 hours that "new" item is added to our website offering online for viewing. On a whole Sourcewell has by far the most aggressive pricing program structure for all our Government Markets. On our current contract we have added 799 clients to date with an estimated savings of $1.23MM over the contract dates. Last, attached in the "Contract Price Offer" are two tabs. One for our Category Discount list and the other for our featured pricing. The featured pricing tab is the current price list - Imperial will send our new contract featured pricing to Mike Epsky on May 1st 2025 to ensure them most recent and aggressive market pricing. This new featured price list will take effect at the start of the new contract. Our last price adjustment to this list was on 9/26/2022. Finally, as part of our business model, Imperial offers an invoice analysis to demonstrate our pricing power. As we consult with our customers on our unique program we will ask for invoices to perform a weighted analysis that provides real examples of our savings. This invoice analysis is not required, it is offered to our customers as a way to determine if the route rep model they use is manipulating their inventory and budgetary spend. We have performed over 100 analysis for Sourcewell Clients with an average savings over 28%. An example of a weighted analysis is attached as "Invoice Analysis Winnetka IL...". Imperial summarizes the data by product category, product rank, by invoice and also provides full line detail. We are the only Fleet MRO provider that gives 100% transparency into "real world" tangible savings.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For products that are drop shipped to our customers through the Grainger DC network we use Grainger's web price as our offer. We apply 21 category discounts off of Contract Reference Pricing to further drive value to Sourcewell members. This is the exact same Category Discount structure that has been successful for us in our current contract. We have and will continue to offer lower prices based on the needs and volumes of our entity customers/clients with Sourcewell as part of our ceiling based offer. Leveraging Grainger's product offering puts Imperial Supplies in a unique position within the Fleet MRO space. We are a one stop shop for Fleet Garages offering everything for your Fleet, Technicians and Garage. The top product categories leveraged by Sourcewell Clients in our drop ship categories are - Fleet and Vehicle Maintenance, Material Handling and Safety.	*

61	Describe any quantity or volume discounts or rebate programs that you offer.	Imperial Supplies is willing to review pricing and volume discounts or adjustments to be made based future volumes as we continue our relationship. Typically any adjustments would be made annually, however, we would discuss relevant changes at any time during our agreement and follow proper written procedures of notification. Imperial Supplies has lowered our offer price based on Sourcewell Client inquires for greater volume discounts on at least 196 occasions during the current contract. We use an internal process called "PING" with our pricing team to address these requests same day.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". 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.	Imperial Supplies does have a sourcing program for items outside of our product offering. These events are performed on a case by case basis and price quotes are good for 30 days. During the current contract Imperials Supplies has engaged in sourcing requests on at least 14 occasions during the current contract. This process if very simple and is managed by the Dedicated Account Advisor for the Sourcewell Client.	*
63	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.	Not applicable	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Imperial is offering a $100 order minimum for free freight. Our average order size per Sourcewell client is $401.06/order (with 7 line items). Order discipline is easy to manage and allows Imperial to keep the proper order density to minimize freight impacts. Typically customers will order once or twice a month. We've lowered our standard minimums from $400 to $100 to help drive early program adoption for Sourcewell members. Keeping our $100 minimum helps us drive aggressive pricing in the market. Over the life of our current contract Imperial Supplies has paid 97.50% of all freight charges. This is $842,346.26 in total freight paid by Imperial Supplies on the current contract.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our standard $100 freight rate applies in Alaska and Hawaii but not Canada as it is out of scope for this Sourcewell offer. We may have longer lead times for Alaska and Hawaii and work with those customers to educate on order cycles. The $100 freight covers the cost to a land based forwarder (by ship) for Hawaii and Alaska.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Typically 93% of our products ship by Parcel. Some larger items may ship LTL. Otherwise there are few unique deliveries and those are typically through sourced orders.	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Following execution of a contract with Sourcewell, an internal “summary” document is completed by a member of Imperial’s Contract and Compliance Team. This summary ensures all necessary departments with a “need to know” are aware of any actions pursuant to the terms of the contract, such as pricing for applicable Participating Entities, reporting, and notice of Admin Fee to be paid each quarter. Leadership from Imperial’s Contract and Compliance Team and Jason Bergstrom (Director of New Business - Government) are in frequent discussions as we service both existing and new business within government markets to ensure this compliance.	*

68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Jason Bergstrom leads the government market strategy and works one on one with all inside/outside sellers on market trends and targets. This includes travel in the field for face to face meetings with entities and our sellers. Additionally he meets monthly with all sales leadership to track success with our sales strategy. On the Sourcewell side Jason meets monthly with Mike Epsky on these same trends. We collaborate on targets and share data on our success. We also conduct an annual business review together with the purpose to share, check and adjust our aligned goals. A copy of the 2023 review deck is attached as "Sourcewell 2023 year end review..".	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Supplier will offer Sourcewell 2% Admin Fee program in accordance with the Term outlined herein ("Admin Fee"). Based on the terms provided herein, Admin Fee will be calculated based on Participating Entities' (designated as Parent 8EW in Supplier's internal system) Total Net Purchases. "Total Net Purchases" is defined as Sourcewell's Participating Entities total product value purchase amount during the specified term, less credits, returns, discounts and any price adjustments. Total Net Purchases excludes taxes, freight, surcharges, and any other miscellaneous line item on Sourcewell's invoice(s). Admin Fee will be provided to Sourcewell within thirty (30) days of the conclusion of each calendar quarter. Supplier reserves the right to adjust any aspect of the Admin Fee due to any merger or acquisition that Sourcewell is a party to during the Term of this Agreement. Supplier reserves the right to decline Participating Entities' total net purchases from contributing to Admin Fee due to, but not limited to, an existing relationship with said Participating Entity(ies). Supplier reserves the right to withhold portions of Admin Fee until any past due amounts due to Supplier from Participating Entity(ies) have been satisfied. Admin Fee may be adjusted annually.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	This price offer is best in class for our Government entities and we leverage this Sourcewell contract as part of our new business sales process.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	

71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Imperial Supplies is offering all of its programs and services to Sourcewell, some examples are list below. These are attached to the bid as "Imperial Supplies Value Added Services" with more detail. On the current contract these value added services add up to over $290K in total re-investment by Imperial Supplies towards our contract partnership. Auto-Reorder Auto-Reorder is a convenient way to help you ensure the Imperial products you use most often are on hand when you need them. You first decide the first shipment date and subsequent orders will ship at the frequency you choose. Cabinet Program Our program allows you to own your cabinets, drawers and bins. Simply purchase the cabinetry at current prices and you will receive a discount on all subsequent invoices. Custom Kits Imperial wants to help you develop custom product kits that add value by delivering time and labor savings. Custom Logo Safety Program Imperial's Custom Logo Safety Program gives you the ability to add your company logo to various safety and signage options. Field Service A Field Service Technician will visit your location to clean, organize, and label your cabinets, drawers, and bins with Imperial labels. Each label lists the part number, full description, and box quantity for easy ordering. File Import Quickly upload spreadsheet files into an order. Inventory Balance Program Balance your inventory to your current requirements. Imperial has the solution for your overstocked or obsolete parts. Ship us your excess inventory and we'll credit your future orders. Inventory Reduction Program Our Inventory Balance Program allows you to reduce and streamline your miscellaneous parts and supplies inventories. Overstocked and obsolete product can be returned to us for credit that you can apply towards future purchases. Lot Tracking Imperial Supplies LLC is in complete compliance with the Fastener Quality Act. Not only do we place lot tracking numbers on our packing labels, we go one step further and add lot tracking numbers on our invoices for quick, easy access. Mobile App Access and purchase over 25,000 fleet maintenance products on mobile devices. See detailed product information and complete purchases conveniently while on the go. Order Approval Your time is valuable. Taking care of business on the go is essential. Speed up the time it takes to submit and approve your orders. Use order approval on imperialsupplies.com or download the Imperial App to approve orders anytime, from anywhere! Purchasing Platform EDI provides your company with the ability to exchange business documents with Imperial electronically. Purchasing Reports These reports provide you with information to determine what items and quantities to stock. ScanTel® Purchasing Imperial's ScanTel® is a fully automated purchasing system. This technology allows you to scan barcode labels and place your entire order via telephone, directly to our computer, 24 hours per day, seven days a week. Summary Billing Program Eliminates the need to match invoices, purchase orders, and receiving records for each shipped order. Vehicle Maintenance Reporting Standards VMRS codes on packaging labels have been available since 1999. This industry standard has been led by the TMC (Technology and Maintenance Council), which Imperial is an active member. More information on these programs and services can be found in attachment "Imperial Supplies Services". If you would like further detail on any of these services you may contact Jason Bergstrom 920-857-7844.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	All of our services are outlined in question 64 or in other questions. That said we are always looking to add new value added services to support our customer base. Job Costing (adding small maintenance parts to insurance claiming), Vending (track mechanic needs and control access/spend) and Milwaukee Brand Tool programs (eliminate shop air trip hazards) are three recent additions to services that were customer driven.	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
73	Air conditioning, heating, and other climate control	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	*
74	Electrical (alternators, starters, batteries, ignition systems, etc.)	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	*
75	Automotive bearings (wheel, roller ball, etc.)	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	*
76	Automotive belts, hoses, gaskets, and seals	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	*
77	System components (brakes, rotors, calipers, lines, ABS, etc.)	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	*
78	Body and crash (parts, bumpers, cab, chassis, door, panels, etc.)	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	
79	Exhaust systems and emission parts	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	
80	Engine and drive train (Internal Combustion Engine)	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	
81	Engine and drive train (Hybrid, EV, etc.)	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	
82	Engine heating and cooling	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	
83	Filters (oil, fuel, air, transmission, etc.)	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	
84	Oils and lubricants (regular, synthetic, blend)	Yes / No	Imperial carries these items in individual containers - but not in bulk.	
85	Pumps (fuel, fluids, water, etc.)	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	
86	Safety and security systems	Yes / No	Safety systems yes, Security systems no but parts like cameras, mounts, etc yes	
87	Vehicle interior/exterior parts and accessories	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	
88	Electrical systems (lamps, lighting, mirrors, wiring, etc.)	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	
89	Stabilization system components (suspension, shocks, struts, leaf, camber, swing arm, ball/UV joints, etc.)	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	
90	Control systems components (transmission, differential, traction, etc.)	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	
91	Windshield (wipers and windshield washer components)	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	
92	Vehicle paint and primer	Yes / No	Imperial Supplies carries small maintenance parts associated with this category of product.	

93	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools, and supplies as described in RFP	(•) Yes ( ) No	Imperial Supplies carries small maintenance parts associated with this category of product.

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."

- Pricing - Imperial - Sourcewell featured price list.xlsx - Thursday September 26, 2024 09:44:15
- Financial Strength and Stability - Grainger 2023 annual report.pdf - Thursday September 26, 2024 09:44:29
- Marketing Plan/Samples - Imperial Supplies Introduction to Sourcewell - Business Model pdf.pdf - Thursday September 26, 2024 09:57:55
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - RFP_100124_Master_Agreement_Requested Exceptions - Imperial Supplies.docx - Monday September 30, 2024 10:26:08
- Upload Additional Document - Imperial Bid Zip Folder.zip - Monday September 30, 2024 10:34:37

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, 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. - Jason Bergstrom, Director New Business - Government, Imperial Supplies 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 obligations contemplated in the solicitation proposal.

○ **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_6_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Wed September 18 2024 09:27 AM	☑	1
Addendum_5_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Mon September 9 2024 04:03 PM	☑	2
Addendum_4_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed September 4 2024 01:26 PM	☑	1
Addendum_3_Aftermarket Vehicle Parts and Supplies_RFP100124 Mon August 19 2024 07:25 AM	☑	2
Addendum_2_Aftermarket Vehicle Parts and Supplies_RFP100124 Fri August 16 2024 07:54 AM	☑	1
Addendum_1_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed August 14 2024 08:43 AM	☑	2

Imperial Supplies #100124-IMP

Pricing for contract #100124-IMP offers Sourcewell participating agencies the following discounts:

- Category discounts off of Contract Reference Pricing, ranging from 6% - 30%.
- We will offer lower prices based on the needs and volumes of our entity customers/clients with Sourcewell.
- We are willing to review pricing and volume discounts or adjustments based on future volumes.

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MASTER AGREEMENT #100124
CATEGORY: Aftermarket Vehicle Parts and Supplies
SUPPLIER: AutoZone Parts, Inc.

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and AutoZone Parts, Inc., 123 S. Front St., Memphis, TN 38103 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #100124) to Participating Entities. In Scope solutions include:

   a) Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric automobiles, sport utility vehicles (SUV), light duty trucks, medium duty trucks, heavy duty and vocational trucks, buses, and motorcycles.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier 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 any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement 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 have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

ii) **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

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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. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **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. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

v) **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

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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). Supplier certifies that during the term of this Agreement it will comply with applicable requirements as referenced above.

vi) **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. Supplier 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.

vii) **BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352).** Suppliers must file any required certifications. Suppliers 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. Suppliers 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. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

viii) **RECORD RETENTION REQUIREMENTS.** To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier 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.

ix) **ENERGY POLICY AND CONSERVATION ACT COMPLIANCE.** To the extent applicable, Supplier 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.

x) **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier 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.

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

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xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

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Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
    - Identify the applicable Sourcewell Agreement number;
    - Clearly specify the requested change;
    - Provide sufficient detail to justify the requested change;
    - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
    - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
    - Maintenance and management of this Agreement;
    - Timely response to all Sourcewell and Participating Entity inquiries; and
    - Participation in reviews with Sourcewell.

    Sourcewell's Authorized Representative is its Chief Procurement Officer.

4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

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6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

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11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier 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 design, condition, or performance of Included Solutions under this Agreement. Notwithstanding the foregoing, Supplier shall not be responsible for (i) improper installation of goods by a Participating Entity; or (ii) any breach of an express product warranty issued by a Participating Entity to a customer or end user of any of the goods that exceeds either the scope of the manufacturers' express warranties or such other warranties set forth in the applicable, governing agreement or agreed to by Supplier in writing. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and

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maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's name and logo in advertising, promotional materials, and informational sites strictly for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship; however, prior review and approval of any and all materials produced by a Permitted Sublicensee shall be required of the party whose trademarks, name and/or logo are being used before publication. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

   d) **Termination.** Upon the termination of this Agreement 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 suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

a) **Commercial General Liability Insurance.** Supplier 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 Agreement.

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. 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.** Supplier 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 Agreement or other insurance applicable to the Supplier 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 Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's

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standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	AutoZone Parts, Inc.
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Omar Gomez 3F329D9CB9204C1...
By: _____	_____
Jeremy Schwartz	
Title: Chief Procurement Officer	Title: VP, Commercial
Date: 2/12/2025 | 12:55 PM CST	Date: 2/5/2025 | 5:37:43 PM CST
	Signed by: Ken Jaycox 28AFFF44CB1C462...
	SVP, Commercial
	2/6/2025 | 9:08:34 AM CST

AZ Legal Approval: DS

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RFP 100124 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	AutoZone Parts, Inc.
Does your company conduct business under any other name? If yes, please state:	Tennessee
Address:	123 S. Front Street Memphis, TN. 38103
Contact:	Shant Aslan
Email:	shant.aslan@autozone.com
Phone:	310-901-1751
Fax:	310-901-1751
HST#:	660557319

Submission Details

Created On:	Friday August 23, 2024 12:33:48
Submitted On:	Friday September 27, 2024 17:05:06
Submitted By:	Shant Aslan
Email:	shant.aslan@autozone.com
Transaction #:	6e39867b-45ec-426e-9c04-b7dde56d3637
Submitter's IP Address:	172.114.132.147

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	AutoZone Parts Inc.	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	AutoZone does not have any D.B.A.'s or authorized affiliates.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	AutoZone Parts Inc. is not registered in SAM.	*
5	Provide your NAICS code applicable to Solutions proposed.	441310	
6	Proposer Physical Address:	AutoZone Parts Inc. 123 S. Front St. Memphis TN 38103	*
7	Proposer website address (or addresses):	https://www.autozone.com	*
8	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):	Shant Aslan National Business Development Manager, PUBLIC SECTOR 123 S. Front St Memphis, TN 38103. Shant.aslan@autozone.com 310-901-1751	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brian Abraham, Strategic Account Development Manager, 123 S. Front St Memphis, TN 38103. Brian.abraham@autozone.com 602-758-5381 Shant Aslan National Business Development Manager, PUBLIC SECTOR 123 S. Front St Memphis, TN 38103. Shant.aslan@autozone.com 310-901-1751	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Brian Abraham, Strategic Account Development Manager, 123 S. Front St Memphis, TN 38103. Brian.abraham@autozone.com 602-758-5381 Shant Aslan National Business Development Manager, PUBLIC SECTOR 123 S. Front St Memphis, TN 38103. Shant.aslan@autozone.com 310-901-1751	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	AutoZone is the leading retailer and distributor of automotive replacement parts and accessories in the Americas. Each store carries an extensive product line for cars, sport utility vehicles, vans and light duty trucks, including new and remanufactured automotive hard parts, maintenance items, accessories, and non-automotive products. The majority of stores have a commercial sales program that provides commercial credit and prompt delivery of parts and other products to local, regional and national repair garages, dealers, service stations, fleet owners and other accounts. AutoZone also sells automotive hard parts, maintenance items, accessories and non-automotive products through www.autozone.com, and our commercial customers can make purchases through www.autozonepro.com. Additionally, we sell the ALLDATA brand of automotive diagnostic, repair, collision and shop management software through www.alldata.com. We also provide product information on our Duralast branded products through www.duralastparts.com. AutoZone does not derive revenue from automotive repair or installation services.	*
12	What are your company's expectations in the event of an award?	Continue to grow AutoZone's footprint in the Public Sector space by providing great customer service to all Sourcewell Participating Affiliates.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	YTD Third Quarter FY 2024 in millions (excluding EPS and percentages) May 4, 2024 May 6, 2023 B/(W) Net Sales $ 12,285 $ 11,767 4.4% Gross Margin 53.4% 51.6% 180 bps (2) Operating Expense Ratio 33.1% 32.5% (65 bps) Operating Profit (EBIT) $ 2,492 $ 2,251 10.7% Operating (EBIT) Margin 20.3% 19.1% 115 bps (2) Interest $ 298 $ 198 (51.0%) Tax Rate 19.8% 19.0% (76 bps) Net Income $ 1,760 $ 1,664 5.8% (2) Diluted Shares 17.9 19.3 7.1% Diluted EPS $ 98.11 $ 86.10 14.0% (2) (1) Same Store Sales are based on sales for all stores open at least one year. Constant Currency same store sales exclude the impact of fluctuations of foreign currency exchange rates by converting both the current year and prior year international results at the prior year foreign currency exchange rate. (2) Includes $40 million non-cash LIFO benefit, pre-tax, for the 36 weeks ended May 4, 2024 and $74 million non-cash LIFO charge, pre-tax for the 36 weeks ended May 6, 2023	*
14	What is your US market share for the Solutions that you are proposing?	Currently AutoZone's market share is 4%+ in the Commercial aftermarket.	*
15	What is your Canadian market share for the Solutions that you are proposing?	Currently AutoZone operates in the U.S., Mexico, and Brazil.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	AutoZone has approximately 7,000 retail stores and 120,000 employees throughout the world and periodically receives notice of filed lawsuits in the ordinary course of business. Any material litigation can be found in AutoZone's public filings.	*
17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). 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?	AutoZone Parts Inc is primarily a distributor/dealer/reseller.	*
18	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.	Please see uploaded AutoZone ESG report.	*

19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	AutoZone does not have any debarment or suspension actions.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Please see uploaded AutoZone ESG report.	*
21	What percentage of your sales are to the governmental sector in the past three years?	Combined government and educational sales are ~4% for the past three years.	*
22	What percentage of your sales are to the education sector in the past three years?	Combined government and educational sales are ~ 4%.	*
23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	AutoZone has been awarded purchasing agreements with OMNIA Partners, Buyboard, E&I Cooperative, State of VA, NV, AR, MS, OK.	*
24	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?	Currently there are none.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of Arkansas	John Leverett, State Procurement	501-683-2222	*
State of Mississippi	Billy Beard, Director, Fleet Management	601-359-5171	*
City of Anaheim	Maria Rodriguez, Buyer	714-765-5218	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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 *	
26	Sales force.	The contract will be marketed through AutoZone's sales force, RCSMs "Regional Commercial Sales Managers", TSMs "Territory Sales Manager" through in person sales calls and our commercial store staff through outbound sales call campaign. We will also utilize AutoZone's Commercial Sales Call Center (outbound calls). All active existing Sourcewell member customers in our portfolio will be segmented and visited by our outside sales force for immediate follow-up. The contract will be marketed through ALLDATA's sales force, Regional Sales Managers and Business Solutions Managers (Field and Inside Team) through outbound sales calls and live appoints/visits. We will also utilize AutoZone's Commercial Sales Call Center (outbound calls).	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	AutoZone has over 7,000+ company owned stores servicing all 50 States, Alaska, Hawaii, and Puerto Rico. Provide participating agencies with a hot-shot delivery program allowing locations the ability to acquire Goods from AutoZone via ordering by phone and/or on-line atwww.autozonepro.com. The Hot Shot program is intended to provide locations with Goods needed to perform repair work at the location that has placed the order; however, the Hot Shot Program is not intended to be a supply chain inventory replenishment program. Provide hot-shot delivery service based upon the schedule below for normal store stocked items: AutoZone will utilize our fleet of vehicles to deliver parts to specific location within the agency. AutoZone will utilize all sister stores, hub, and Mega Hub locations to maximize product availability and prompt delivery.	*

28	Service force.	In addition, we have dedicated commercial staff to offer additional support where needed. Regional Manager, Regional Commercial Sales Manager, Territory Sales Manager, Commercial Sales Manager, District Managers and Store Managers all align on customers' needs to ensure complete satisfaction. AutoZone does not use resellers or subcontractors. AutoZone, and potentially ALLDATA (an AutoZone company) will fulfill the requirements.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Each location will be provided with direct phone numbers to their respective AutoZone Commercial store department. Each AutoZone Commercial department is staffed with AutoZone Commercial members dedicated to servicing our Commercial customers through direct on-demand delivery or will call processed orders. Additionally, each location will be provided with AutoZonepro.com login credentials to view and order real time availability and pricing.	*
30	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.	Each AutoZone store manages their Customer Service providing real time solutions. At each store, there are increasing layers of management, providing WOW! Customer Service and having the authority and autonomy to resolve customer issues. Store hours can vary, but, as a general rule, AutoZone stores are open 7 days a week, from 8am – 5pm. In addition, AutoZone's Customer Care Center is open Mon-Fri from 8am – 8pm EST with toll free, fax, and email options. Autozonepro.com is available 24 hours and may provide additional assistance in problem resolution.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	We are committed to providing Sourcewell participating entities with fast, reliable, service along with strong communication to help ensure quick turnaround for each order placed.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	AutoZone operates in the U.S., Mexico, and Brazil.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	AutoZone operates in all 50 U.S. states. Currently there is no presence in Canada.	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	All Participating Entities will have full access to the AutoZone program.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	AutoZone Parts Inc does not have any specific requirements or restrictions.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	AutoZone Parts Inc will extend the Master Service Agreement to nonprofit entities.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	

37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	AutoZone will conduct the following A. AutoZone has 7 Divisions. The first communication would take place via Microsoft TEAMS conference calls to each of the Division's personnel. B. An announcement will be published on an AutoZone store communication informing all AutoZone employees of the award and the program for participating agencies. C. An announcement and program deal will be posted on the AutoZone intranet for all employees to access. D. AutoZone's Regional Business Development Managers would be trained and serve as Sourcewell members trainers for each of their Regions. E. An internal launch plan will be created and executed with the AutoZone sales force. F. A co-branded press release within the first 30 days. G. Announcement of award through any applicable social media sites. H. Advertisement of contract in our company Tune-In publication. I. Ongoing Sourcewell members Training for all 60 AutoZone regions on new contract award and cooperative benefits. J. Sourcewell connect portal training with our National Account Business Development team "RBDMs" (Regional Business Development Managers) K. Conduct a quarterly dedicated companywide Public Sector/ Sourcewell members focus activity (One quarter in 2022). L. Dedicated Sourcewell members internet web-based homepage with: a. Sourcewell members / AutoZone Logos b. Link to Sourcewell members website c. Summary of contract and services offered d. Due Diligence Documents including, copy of solicitation, copy of contract and any amendments, marketing materials ALLDATA will conduct the following A. ALLDATA has 11 Regions. The first communication will take place via Microsoft TEAMS conference call to all regions to discuss the contract award and cooperative benefits. B. A co-branded press release within the first 30 days or inclusion with AutoZone's press release. C. Dedicated campaign communication to ALLDATA's 105 Business Solutions Managers "BSMs" twice yearly. D. Information page on ALLDATAs internal portal with details of the program for visibility and reference. E. Collaborative training with AutoZone when possible. F. Sourcewell members Connect portal training with Regional Sales Managers. G. Participate in Sourcewell members Partners focus activities with AutoZone . H. Dedicated Sourcewell members Partners internet web-based link with: a) Sourcewell members Partners/ALLDATA logos b) Link to Sourcewell members Partners website c) Summary of ALLDATA portion of the contract	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	AutoZone works to utilize social media platforms to expand our marketing presence throughout various countries across the globe. AutoZone's marketing department works tirelessly to publish regular, engaging posts for certain purposes such as (i) highlighting automotive parts (e.g., Duralast) and (ii) sharing current deals we are running in our stores. We at AutoZone know that two-way communication is vital as it is one our values to Put Customers First, so we keep that same mentality alive through social media posts as well by addressing client inquiries about products and/or services. AutoZone aims to share diverse content in order to obtain and retain customers, and ultimate drive traffic to AutoZone's website; and we also strive for exceptional performance as it stems from access and use our website, so we are continuously working to improve our customers experience by asking for feedback."	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Our request would be that Sourcewell Participating Entities be informed of the AutoZone preferred vendor status through the Sourcewell portal. Additionally, direct communication to the Participating Entities announcing AutoZone as a preferred vendor.	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	AutoZone provides on-line ordering through its commercial website Autozonepro.com. AutoZone can also integrate with a third-party system via a CXML request into AutoZonePro via a Punchout solution or via a direct API integration with our ordering and catalog services. The punchout solution requires less development and give the user the AutoZonePro experience within the 3rd party system. The direct API integration leverages AutoZone's ordering and catalog services to retrieve the necessary information for customers to utilize for completing orders within the 3rd party system. This requires more development on the customer's end because of how the catalog and orders are displayed would have to be developed for showing in the 3rd party system. AutoZone provides on-line ordering through our www.autozonepro.com portal, agencies will have the ability to view products images and specifications, place orders, view orders, access catalogs, and participate in promotions.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	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.	E. Technician Training: Online/On-Demand subscription-based training • More than 125 topics available o Includes Bilingual courses • Cost < $1 per day • Average 50 minute per course • Modules build around real-world case studies • Topics range from ASE Certification Prep to major vehicle systems, including modern diagnostics, fuel systems, ignition, computer controls, and more • New courses are continually being added • Developed by industry leaders and are led by ASE Master Certified, factory-trained instructors • Certificates are available for each course Virtual Training • Courses cover a wide variety of topics and experience levels • Technical and Shop Management Training available • Training courses are developed by industry leaders and are led by ASE Master Certified, factory-trained instructors • Manuals or downloadable printouts and certificates are available for each course • Opportunities to schedule Agency exclusive events to support specific topics and scheduling • View our upcoming Virtual Training Schedule: https://info.autozonepro.com/acton/fs/blocks/showLandingPage/a/39729/p/p-001a/t/page/fm/0 2019 AutoZone coordinated more than 200 training seminars. AutoZone also conducted and maintained the number of training seminars during 2020 and 2021 despite COVID challenges virtually. Agency technicians can be invited to attend training seminars when a seminar is in the agency's area. Although in most situations face-to-face interaction is preferred, our training partners quickly identified opportunities to engage the attendees. Also, the virtual platform allows us to reach a larger audience since location is no longer a factor.	*
42	Describe any technological advances that your proposed Solutions offer.	AutoZone has a host of modern solutions to make it easy to do business with us. Our solutions include our commercial website www.autozonepro.com, AutoZonePro mobile app, our ability to integrate directly with your ERP or Procurement system via a punchout or a direct integration with your management system. These applications allow parts lookup with real time availability and pricing and the ability to send the order to our stores for instant fulfillment or delivery.	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Please see uploaded AutoZone ESG report.	*
44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please see uploaded AutoZone ESG report.	*

45	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?	A. Largest all company-owned store footprint in the USA B. Management, Vision, Execution C. Supply chain, Systems, Inventory D. Organizational hierarchy E. Company owned and operated fleet to service customers with “Hot Shot” delivery F. Technology investment to provide the most current repair information with ALLDATA G. Duralast the #1 brand for professional technicians AutoZone is the leading retailer and a leading distributor of automotive replacement parts and accessories in the Americas. Each AutoZone store carries an extensive product line for cars, sport utility vehicles, vans and light trucks, including new and remanufactured automotive hard parts, maintenance items, accessories, and non-automotive products. Many stores also have a commercial sales program that provides commercial credit and prompt delivery of parts and other products to local, regional and national repair garages, dealers, service stations and public sector accounts. We also have commercial programs in Mexico and Brazil. AutoZone also sells the ALLDATA brand diagnostic and repair software through www.alldata.com and www.alldatadiy.com. Additionally, we sell automotive hard parts, maintenance items, accessories, and non-automotive products through www.autozone.com and our commercial customers can make purchases through www.autozonepro.com. We also provide product information on our Duralast branded products through www.duralastparts.com. AutoZone does not derive revenue from automotive repair or installation. AutoZone owns more than 7,500 locations (no franchises or independents) and has more than 120,000 employees. ALLDATA is the industry’s #1 choice for unedited mechanical and collision OEM repair information, diagnostic tools, shop management software, and support services, trusted by more than 400,000 technicians in over 115,000 shops worldwide. Reporting Capabilities AutoZone prides itself on capturing data and reporting data in an easy-to-read format. Reporting is typically published quarterly but could be made available monthly. AutoZone has a plethora of reports available to Public Sector partners, and customization is also an option, when a standard report doesn’t suffice. It’s not uncommon for Public Sector partners to consider reporting requests as ad hoc, when the reports are standardized reports in the AutoZone-world. However, AutoZone is very flexible when it comes to providing value to its partners, through customized reporting, or other means. Project Staffing and Organization AutoZone has a single point-of-contact for Public Sector Business in sales and account receivables. In addition, we have dedicated commercial staff to offer additional support where needed. Regional Manager, Regional Commercial Sales Manager, Territory Sales Manager, Commercial Sales Manager, District Managers and Store Managers all align on customers’ needs to ensure complete satisfaction. AutoZone does not use resellers or subcontractors. AutoZone, and potentially ALLDATA (an AutoZone company) will fulfill the requirements. Quality Control (QC) and Quality Assurance (QA) AutoZone offers one of the best warranties and labor claim reimbursement policies in the entire industry. AutoZone is able to offer these incredible programs, because of the high-quality of AutoZone product. As the largest aftermarket provider in the industry, AutoZone could not afford to offer inferior product quality. Rest assured . . . when AutoZone parts are installed, there’s a high comfort-level.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	
48		Women Business Enterprise (WBE)	○ Yes ◉ No	
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
52		Small Business Enterprise (SBE)	○ Yes ◉ No	
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Sourcewell members will be offered a 30-day billing term. A. AZPRO Bill Pay – Credit Card/Electronic Check B. ACH/Single Use Credit Card C. Checks	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	AutoZone will offer our standard loan a tool program option to all Sourcewell participating agencies. The agency puts down a deposit to borrow a tool and receives the deposit back when the tool is returned in good condition. AutoZone will offer our standard Equipment leasing and financing option to all Sourcewell participating agencies through a 3rd party.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	AutoZone would work with each entity independently if there are any additional documents that may be required.	*
58	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?	AutoZone can accept P-Card payment transactions at no additional cost to Sourcewell or Sourcewell Participating Entities.	*

59	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.	Parts catalog and pricing available through www.autozonepro.com with valid username and password. All categories set at 50% off as published on www.autozonepro.com AutoZone will maintain 50% off list discount as published on www.autozonepro.com throughout the term of the contract	*
60	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.	Parts catalog and pricing available through www.autozonepro.com with valid username and password. All categories set at 50% off list as published on www.autozonepro.com AutoZone will maintain 50% off list discount as published on www.autozonepro.com throughout the term of the contract	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	AutoZone offers special buy deals advertised on www.autozonepro.com and through delivered advertising. AutoZone offers additional discounts for stocking items on selected categories.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". 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.	Outside Buy’s are communicated on submitted requests	*
63	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.	There may be additional freight or shipping charges.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Additional freight charges may occur with the purchase and shipping of large shop equipment. Examples would be product that would be vehicle hoists, brake lathes, alignment rack, etc.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	AutoZone operates in Hawaii and Alaska. These locations would be eligible for our normal services provided for the Sourcewell Participating Entities.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	AutoZone will provide just in time delivery program. Distance From Servicing AutoZone — Delivery Time from Order Acceptance 0-3 Miles — 30 minutes or less 3-5 Miles — 45 minutes or less 5-15 Miles — 90 minutes or less 15+ Miles — Scheduled delivery as agreed by both parties AutoZone utilizes the latest technology to record timing of each delivery	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Each Sourcewell Participating Entity will have their unique AutoZone account number (PIN). These PINs will be created as Child accounts that will roll up to a Sourcewell Parent reporting PIN used specifically for any sales reporting. All PINs will be attached to the Sourcewell Parent hierarchy pricing program and eligible for all Sourcewell pricing.	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Weekly sales reporting will be created tracking sales by location and a roll up to the Sourcewell Parent reporting PIN. Business Reviews will be held quarterly identifying each location and a total sales by category.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	AutoZone will provide a 2% Administrative Fee to Sourcewell.	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is consistent with standard market pricing typically offered to individual municipalities, universities, or school districts.	All public sector agencies in the cooperative will receive our most aggressive national account pricing for Sourcewell members, 50% off list as published on www.autozonepro.com	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Each AutoZone store manages their Customer Service providing real time solutions. At each store, there are increasing layers of management, providing WOW! Customer Service and having the authority and autonomy to resolve customer issues. Store hours can vary, but, as a general rule, AutoZone stores are open 7 days a week, from 8am – 5pm. In addition, AutoZone's Customer Care Center is open Mon-Fri from 8am – 8pm EST with toll free, fax, and email options. Autozonepro.com is available 24 hours and may provide additional assistance in problem resolution.	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	AutoZone can help suppoer ALLDATA, Training initiatives, and Third-party integrations.	*

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
73	Air conditioning, heating, and other climate control	(•) Yes ( ) No	AutoZone provides these products for all light, medium duty, white fleet vehicles.	*
74	Electrical (alternators, starters, batteries, ignition systems, etc.)	(•) Yes ( ) No	AutoZone provides these products for all light, medium duty, white fleet vehicles.	*
75	Automotive bearings (wheel, roller ball, etc.)	(•) Yes ( ) No	AutoZone provides these products for all light, medium duty, white fleet vehicles.	*
76	Automotive belts, hoses, gaskets, and seals	(•) Yes ( ) No	AutoZone provides these products for all light, medium duty, white fleet vehicles.	*
77	System components (brakes, rotors, calipers, lines, ABS, etc.)	(•) Yes ( ) No	AutoZone provides these products for all light, medium duty, white fleet vehicles.	*
78	Body and crash (parts, bumpers, cab, chassis, door, panels, etc.)	(•) Yes ( ) No		
79	Exhaust systems and emission parts	(•) Yes ( ) No		
80	Engine and drive train (Internal Combustion Engine)	(•) Yes ( ) No		
81	Engine and drive train (Hybrid, EV, etc.)	(•) Yes ( ) No		
82	Engine heating and cooling	(•) Yes ( ) No		
83	Filters (oil, fuel, air, transmission, etc.)	(•) Yes ( ) No		
84	Oils and lubricants (regular, synthetic, blend)	(•) Yes ( ) No		
85	Pumps (fuel, fluids, water, etc.)	(•) Yes ( ) No		
86	Safety and security systems	(•) Yes ( ) No		
87	Vehicle interior/exterior parts and accessories	(•) Yes ( ) No		
88	Electrical systems (lamps, lighting, mirrors, wiring, etc.)	(•) Yes ( ) No		
89	Stabilization system components (suspension, shocks, struts, leaf, camber, swing arm, ball/UV joints, etc.)	(•) Yes ( ) No		
90	Control systems components (transmission, differential, traction, etc.)	(•) Yes ( ) No		
91	Windshield (wipers and windshield washer components)	(•) Yes ( ) No		
92	Vehicle paint and primer	(•) Yes ( ) No		
93	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools, and supplies as described in RFP	(•) Yes ( ) No		

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."

- Pricing - Copy of Automotive Parts Equipment Discount Spreadsheet_SA.xlsx - Friday September 20, 2024 18:00:04
- Financial Strength and Stability (optional)
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - Sourcewell_RFP_100124_Master_Agreement_Redlines 8.30.24 final.docx - Friday September 20, 2024 16:48:41
- Upload Additional Document - AutoZone_2024_ESG_Report (1).pdf - Wednesday September 25, 2024 20:59:02

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, 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. - Shant Aslan, National Business Development Manager, AutoZone Parts, Inc.

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 obligations contemplated in the solicitation proposal.

○ **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_6_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Wed September 18 2024 09:27 AM	☑	1
Addendum_5_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Mon September 9 2024 04:03 PM	☑	2
Addendum_4_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed September 4 2024 01:26 PM	☑	1
Addendum_3_Aftermarket Vehicle Parts and Supplies_RFP100124 Mon August 19 2024 07:25 AM	☑	2
Addendum_2_Aftermarket Vehicle Parts and Supplies_RFP100124 Fri August 16 2024 07:54 AM	☑	1
Addendum_1_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed August 14 2024 08:43 AM	☑	2

AutoZone #100124-AUZ

Pricing for contract #100124-AUZ offers Sourcewell participating agencies the following discounts:

- All categories set at 50% off as published on www.autozonepro.com
- AutoZone will maintain 50% off list discount as published on www.autozonepro.com throughout the term of the contract
- AutoZone offers additional discounts for stocking items on select categories

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-443

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **Purchase of Replacement Transportation Plow Trucks from Olathe Ford Sales Inc.**

RECOMMENDATION:
A resolution to authorize the purchase of two Ford F550 plow trucks from Olathe Ford Sales Inc. DBA Olathe Ford Lincoln for the purchase price of $186,789.00, plus any applicable surcharges, freight charges and delivery fees up to 10% of the original purchase price.

BACKGROUND:
391 (TRAN_F097) has reached 14.7 out of 15 points in FASTER reaching its useful life.
398 (TRAN_F004) has reached 14.1 out of 15 points in FASTER reaching its useful life.
9229 (TRAN_F059) 9229 snow plow has reached 15 or of 15 points and has reached its useful life.
9230 (TRAN_F060) 9230 snow plow has reached 15 or of 15 points and has reached its useful life.

DISCUSSION:
These medium-duty snow removal dump trucks and snow plows will need replacement prior to next snow removal season. Trucks will be ordered with plows. Lead times on F550s necessitate early order due to custom builds.

391 - 413,736 miles with engine hours factored.
398 - 461,025 miles with engine hours factored.

BUDGET/STAFF IMPACT:
There are sufficient funds within the fleet replacement capital projects for these purchases.

ATTACHMENTS: 3. Staff Review Form, 4. Solicitation 2-4-26, 5. 391 Olathe F550 Gas Order - Sourcewell - $92,871.00, 6. 398 Olathe F550 Gas In Stock-Sourcewell - $93,918.00, 7. Lewis F550 19,500 GVWR $94,315.00 (x2)= $188,630.00, 8. Randall Out of Spec Response & Randall Quote not Meeting Spec's, 9. Patrick Email Stating He Cannot Build Truck as Spec'ed, 10. FOMOCO Can Spec Trucks as Requested

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

File #: 2026-443

A RESOLUTION TO APPROVE THE PURCHASE OF TWO FORD F550 PLOW TRUCKS IN THE TOTAL AMOUNT OF $186,789.00 FROM OLATHE FORD SALES INC., PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, PLUS ANY APPLICABLE SURCHARGES, FREIGHT CHARGES, AND DELIVERY FEES UP TO 10% OF THE ORIGINAL PURCHASE PRICE

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 two Ford F550 plow trucks in the total amount of $186,789.00 from Olathe Ford Sales Inc. d/b/a Olathe Ford Lincoln, pursuant to a Sourcewell cooperative purchasing contract, plus any applicable surcharges, freight charges, and delivery fees up to 10% of the original purchase price.

City of Fayetteville Staff Review Form

2026-443

Item ID

3/17/2026

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

Ross Jackson	2/24/2026	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to authorize the purchase of two Ford F550 plow trucks from Olathe Ford Sales Inc. DBA Olathe Ford Lincoln for the purchase price of $186,789.00, plus any applicable surcharges, freight charges and delivery fees up to 10% of the original purchase price.

Budget Impact:

9700.770.1920-5802.00	FLEET
Account Number	Fund
97001.2100.410	FLEET REPLACEMENT VEHICLES
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	2,259,757.00
		Expenses (Actual+Encum)	$	276,449.00
		Available Budget	$	**1,983,308.00**
Does item have a direct cost?	Yes	Item Cost	$	186,789.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**1,796,519.00**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

RFQ (2) Ford F550 Dump Body's (391 TRAN_F097 / 9229 TRAN_F059 -- 398 TRAN_F004 / 9230 TRAN_F060

Jackson, Ross
To Jackson, Ross
Bcc Jackson, Ross; Voden, Chelsey; Sandra Gonzalez; Patrick Harrington; CJ Mitchell; Fitch, Kenny

Reply | Reply All | Forward | ...

Wed 2/4/2026 4:14 PM

Good afternoon,

The City of Fayetteville is looking for quotes on (2) replacement work trucks along with (2) Snow Plows for the same trucks to be installed and delivered ready to plow for our Transportation division for FY26. Please provide quotes by Friday 02/06/26 by 4:15 pm. If the quotes are not received by this date and time, they will be considered "NON-RESPONSIVE." **All Quotes shall have the Ford FLEET INCENTIVE code QC689 on the quote and corresponding discount applied.** These item(s) will likely be brought to City Council in March so pricing quoted shall be honored through April of 2026.

Please provide me quotes on Ford F550's w/19,500lb minimum GVWR payload with DRW to be built like the below specifications...

Truck quotes to include line items for; chassis as per below specs, upfit body cost and manufacturer name and separate line item for snow plow as per specs listed below with one final total for the complete truck

1. 7.3L Gas engine
2. Truck to have Snow Plow ready package
3. Crew Cab
4. 4x4
5. OEM entry steps / running boards
6. 179" wheelbase
7. 60" CA
8. 20,000 lb. minimum class 5 hitch with 2-1/2" 3,000 lb. tongue weight minimum pintle hitch receiver or equivalent
9. Tow package
10. Electric over hydraulic powered pump for dump beds
11. Rear single top hinged door
12. Dump beds to be 9' in length
13. Side saddle toolboxes (2) to be mounted to the frame under each side of the dump body in front of the rear axle.
14. (2) Whelen amber/white beacons mounted to the top of the headboard and wired to the OEM upfitter switches. All harness to be routed in split loom, **NO scotch locks** and fully sealed shrink connectors and covered in shrink tube.
15. Snow plows **SHALL BE 9' moldboards with moldboard deflectors**
16. Snow Plows **SHALL BE Meyers PN: 41670 Black Iron Package SOS Lot Pro's (Chain Lift)**
17. Snow Plows to have LED head lights and turn signals
18. Prior to delivery, winning bidder shall practice removal and reinstallation of plows and be able to train and demonstrate install and removal of plows from the trucks for Fleet Operations and the Transportation Divisions.
19. Operating instructions, wiring diagrams and hydraulic circuit diagrams to be provided in each truck for the plows.

Finally, please indicate whether you have current truck inventory available. In your response email with quotes, include the estimated delivery timeline for the chassis to the dealership, as well as the anticipated delivery date to the City of Fayetteville once the upfit is completed.

Thank you,

Ross Jackson Jr., CAFM
Fleet Operations Superintendent
Fleet Operations
Public Works Department
City of Fayetteville, Arkansas

All folders are up to date. Connected to: Microsoft Exchange Display Settings 100%

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OLATHE FLEET

Purchase Order / Quote

OLATHE FORD SALES INC
SANDRA GONZALEZ
GOVERNMENT MANAGER
DIRECT - 913-312-5371

Date	2/5/2026
Valid Until	3/5/26
Contract	SOURCEWELL - 032824- OLA
PO	
Lead Time	14-16 WEEKS

Customer:	Invoice Address:	Delivery Address:
FAYETTEVILLE FIN: QC689		Same

Description - Vehicle Preview Details		Line Total
2026 FORD F-550 W5H 4x4 Crew Chas Cab DRW - 179" WB		$63,031.00
F550 4X4 CREW CHAS CAB DRW/179 179 INCH WHEELBASE TOTAL BASE VEHICLE OXFORD WHITE VINYL 40/20/40 SEATS MEDIUM DARK SLATE PREFERRED EQUIPMENT PKG.660A .XL TRIM .AIR CONDITIONING -- CFC FREE .AM/FM STEREO MP3/CLK .7.3L DEVCT NA PFI V8 ENGINE 10-SPEED AUTO TORQSHIFT 225/70R19.5G BSW ALL POSITION 4.88 RATIO LIMITED SLIP AXLE FORD FLEET SPECIAL ADJUSTMENT FRONT LICENSE PLATE BRACKET PLATFORM RUNNING BOARDS	19550# GVWR PACKAGE 50 STATE EMISSIONS SNOW PLOW PREP PACKAGE TRAILER BRAKE CONTROLLER AUTO EMERGENCY BRAKE REMOVAL 40 GAL AFT OF AXLE FUEL TNK 410 AMP DUAL ALTERNATOR PAYLOAD PLUS PACKAGE UPGRADE 2 DUAL BATTERY REAR VIEW CAMERA & PREP KIT	
	TER - DUMP BODY - DFW8195	$18,850.00
	TER SNOW PLOW - DFW8196	$9,890.00
	FACTORY OPTION TOTAL	

Subtotal less trade-in		$91,771.00
Sales Tax		$0.00
Tire Tax	0	$0.00
Extended Warranty		$0.00
Flooring		$0.00
Dropship		$1,100.00
Docs & Registration		$0.00
Total Per Unit		$92,871.00
Quantity of Units		1
PO Total		**$92,871.00**

Special Notes and Instructions

MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING

QUOTES ARE ONLY VALID UNTIL CURRENT MODEL YEAR ORDER BANK CLOSES. OLATHE FORD RESERVES THE RIGHT TO CHARGE CUSTOMER FOR FLOORPLAN IF UPFITTING TAKES AN EXCESSIVE AMOUNT OF TIME.

PAYMENTS FOR VEHICLES MUST BE MADE WITHIN 30 DAYS OF INVOICE OR OLATHE FORD RESERVES THE RIGHT TO CHARGE FLOORPLAN INTEREST FOR EACH DAY INVOICE IS OVERDUE

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature

Print Name

Date

If you have any questions concerning this quote, contact Sandra Gonzalez

Thank you for your business!

OLATHE FLEET

Purchase Order / Quote

OLATHE FORD
SANDRA GONZALEZ
GOVERNMENT SALES MANAGER
DIRECT - 505-850-5504

Date	2/5/26
Valid Until	3/5/26
Contract	SOURCEWELL - 032824 - OLA
PO	
Lead Time	60-90 DAY DELIVERY

Customer:
FAYETTEVILLE
FIN: QC689

Invoice Address:
Same

Delivery Address:

Description	Line Total
2025 F550 4X4 CREW CHASSIS EXTERIOR XL 179" WB CHASSIS CAB OXFORD WHITE 7.3L DEVCT NA PFI V8 ENGINE INTERIOR 10-SPEED AUTO TORQSHIFT MEDIUM DARK SLATE VINYL	$64,078.00

EXTERIOR
- ☐ HEADLAMPS - AUTOLAMP (ON/OFF)
- ☐ HEADLAMPS -WIPER ACTIVATED
- ☐ HEADLAMPS-HALOGEN
- ☐ MIRRORS - HTD, PWR GLASS/ MANUAL-FOLD/TURN SIGNALS
- ☐ ROOF CLEARANCE LIGHTS
- ☐ TOW HOOKS
- ☐ TRAILER SWAY CONTROL
- ☐ TRAILER TOW WIRE HARNESS
- ☐ WIPERS- INTERMITTENT

INTERIOR
- ☐ 4.2" PRODUCTIVITY SCREEN
- ☐ AIR COND, MANUAL FRONT
- ☐ BLACK VINYL FLOOR COVERING
- ☐ OUTSIDE TEMP DISPLAY
- ☐ PARTICULATE AIR FILTER
- ☐ POWER LOCKS AND WINDOWS
- ☐ STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- ☐ UPFITTER SWITCHES

FUNCTIONAL
- ☐ 4-WHEEL ANTILOCK BRAKE SYS
- ☐ FORDPASS™ CONNECT 5GWI-FI HOTSPOT TELEMATICS MODEM
- ☐ HILL START ASSIST
- ☐ REMOTE KEYLESS ENTRY
- ☐ STABILIZER BAR, FRONT/REAR
- ☐ SYNC®4 W/8" SCREEN

SAFETY/SECURITY
- ☐ ADVANCETRAC™ WITH RSC®
- ☐ AIRBAGS - SAFETY CANOPY®
- ☐ BELT-MINDER CHIME
- ☐ DRIVER/PASSENGER AIR BAGS
- ☐ SECURE PKG 1 YR INCLUDED
- ☐ SECURILOCK® ANTI-THEFT SYS
- ☐ SOS POST-CRASH ALERT SYS™

WARRANTY
- ☐ 3YR/36,000 BUMPER / BUMPER
- ☐ 5YR/60,000 POWERTRAIN
- ☐ 5YR/60,000 ROADSIDE ASSIST
- ☐ 5YR/100,000 DIESEL

OPTIONAL EQUIPMENT/OTHER PREFERRED EQUIPMENT PKG.660A 10-SPEED AUTO TORQSHIFT NO CHARGE 225/70R19.5G BSW MAX TRAC TIRE 215.00 4.88 RATIO LIMITED SLIP AXLE 395.00 FRONT LICENSE PLATE BRACKET NO CHARGE PLATFORM RUNNING BOARDS 445.00 19550# GVWR PACKAGE SKID PLATES 100.00 50 STATE EMISSIONS NO CHARGE TRAILER BRAKE CONTROLLER 300.00 CENTER HIGH MOUNT STOP LAMP 100.00 AUTO EMERGENCY BRAKE REMOVAL NO CHARGE 40 GAL AFT OF AXLE FUEL TNK NO CHARGE 410 AMP DUAL ALTERNATOR 115.00 PAYLOAD PLUS PACKAGE UPGRADE 2 1,155.00 EXTERIOR BACKUP ALARM 220.00 DUAL BATTERY 210.00 REAR VIEW CAMERA & PREP KIT 515.00	TER - DUMP BODY - DFW8195 $18,850.00 TER SNOW PLOW - DFW8196 $9,890.00 FACTORY SELECTED OPTIONS

Special Notes and Instructions

MSO/ODO STATEMENT. CUST RESPONSIBLE FOR REGISTRATION, TAXES AND TITLING

QUOTES ARE ONLY VALID UNTIL CURRENT MODEL YEAR ORDER BANK CLOSES. OLATHE FORD RESERVES THE RIGHT TO CHARGE CUSTOMER FOR FLOORPLAN IF UPFITTING TAKES AN EXCESSIVE AMOUNT OF TIME.

PAYMENTS FOR VEHICLES MUST BE MADE WITHIN 30 DAYS OF INVOICE OR OLATHE FORD RESERVES THE RIGHT TO CHARGE FLOORPLAN INTEREST FOR EACH DAY INVOICE IS OVERDUE

Subtotal		$92,818.00
Sales Tax	0.00%	$0.00
Tire Tax	0	$0.00
Extended Warranty and Maintenance Plan		$0.00
Documentation Fee		$0.00
Delivery		$1,100.00
Docs & Registration		$0.00
Total Per Unit less Trade-In		$93,918.00
Quantity of Units		1
Sale Total		**$93,918.00**

Above information is not an invoice and only an estimate of services/goods described above. Quote subject to change.

Please confirm your acceptance of this quote by signing this document, and returning your PO.

Signature _____

Print Name _____

Date _____

If you have any questions concerning this quote, contact Sandra Gonzalez

Thank you for your business!

Prepared for: Mr. Ross Jackson, Superintendent, City of fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635

Client Proposal

Prepared by:
CJ MITCHELL
Office: 479-871-9260
Email: CJ.MITCHELL@LEWISAUTOGROUP.COM
Quote ID: 0204
Date: 02/06/2026

2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Mr. Ross Jackson, Superintendent, City of fayetteville
Happy Hollow Rd
Fayetteville, AR 72703
Office: 479-444-3494 | Mobile: 479-879-6221
Email: rjackson@fayetteville-ar.gov
Ordering FIN Code: qc689

Re: Quote ID 0204 02/06/2026

Dear Mr. Jackson,

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Trucks and Equipment are built to the Specs Below.
7.3L Gas engine
Truck to have Snow Plow ready package
Crew Cab
4x4
OEM entry steps / running boards
179” wheelbase
60” CA
20,000 lb. minimum class 5 hitch with 2-1/2” 3,000 lb. tongue weight minimum pintle hitch receiver or equivalent
Tow package
Electric over hydraulic powered pump for dump beds
Rear single top hinged door
Dump beds to be 9’ in length
Side saddle toolboxes (2) to be mounted to the frame under each side of the dump body in front of the rear axle.
(2) Whelen amber/white beacons mounted to the top of the headboard and wired to the OEM upfitter switches. All harness to be routed in split loom, NO scotch locks and fully sealed shrink connectors and covered in shrink tube.
Snow plows SHALL BE 9’ moldboards with moldboard deflectors
Snow Plows SHALL BE Meyers PN: 41670 Black Iron Package SOS Lot Pro’s (Chain Lift)
Snow Plows to have LED head lights and turn signals
If I an the winning bidder I will demonstrate removal and reinstallation of plows and be able to train and on the install and removal of plows from the trucks for Fleet Operations and the Transportation Divisions.
Operating instructions, wiring diagrams and hydraulic circuit diagrams to be provided in each truck for the plows.
The current truck is not in inventory at this time and will need to be ordered, If you need it fast I can reach out to extended inventory if needed on a faster time frame but I will need to add an additional $500.00 for delivery.

Thank you,

ETA 60-90 DAYS for the order to be completed and upfitted.

Sincerely,

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

CJ MITCHELL
Fleet & Commercial Account Manager
479-871-9260
CJ.MITCHELL@LEWISAUTOGROUP.COM

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- GCWR: 30,000 lbs.
- * **Fifth-wheel towing capacity: 21,100 lbs.**
- Gooseneck towing capacity: 21,300 lbs.
- Front brake diameter: 15.4"
- Rear brake diameter: 15.8"
- Vehicle body length: 265.2"
- Vehicle body width: 80.0"
- Vehicle body height: 82.8"
- Wheelbase: 179.0"
- Vehicle turning radius: 25.6'
- Front track: 74.8"
- Rear track: 74.0"
- Cab to axle: 60.0"
- Rear tire outside width: 93.9"
- Axle to end of frame: 47.2"
- Frame section modulus: 12.7 cu.in.
- Frame yield strength (psi): 50000.0
- Frame rail width: 34.2"
- Front bumper to front axle: 38.3"
- Front bumper to back of cab: 158.1"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Max interior rear cargo volume: 52.1 cu.ft.
- Total passenger volume: 131.7 cu.ft.
- Headroom first-row: 40.8"
- Headroom second-row: 40.4"
- Leg room first-row: 43.9"
- Leg room second-row: 43.6"
- Shoulder room first-row: 66.7"
- Shoulder room second-row: 65.9"
- Hip room first-row: 62.5"
- Hip room second-row: 64.7"

Powertrain

- Spark ignition system
- 7.3L V-8 DEVCT variable valve control, engine with 335HP
- Engine cylinders: V-8
- Injection Type: sequential MPI
- Horsepower: 335 HP@3750 RPM
- Torque: 468 lb.-ft.@3750 RPM
- Radiator
- Auxiliary power take-off
- 10-speed automatic
- Part-time 4WD
- Four-wheel drive
- Two-Speed Transfer Case
- Recommended fuel: regular unleaded
- Driveline managed traction control
- Electronic transfer case shift
- * **Mechanical limited slip differential**
- Auto locking hub control

Fuel Economy and Emissions

- Gasoline secondary fuel type
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty front shock absorbers
- Heavy-duty rear shock absorbers

Driveability

- 4-wheel disc brakes
- Front and rear ventilated disc brakes

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Selected Equip & Specs (cont'd)

- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front coil springs
- Rear anti-roll bar
- Hydraulic power-assist steering system
- 2-wheel steering system
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar
- * **Rigid axle rear suspension**
- Leaf spring rear suspension
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- 4 doors
- Black fender flares
- Black door handles
- Black front bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- Conventional left rear passenger door
- LT225/70RS19.5 AS BSW front and rear tires
- * **Running boards**
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Black grille
- Manual extendable trailer mirrors
- Black door mirrors
- Conventional right rear passenger door
- 19.5 x 6-inch front and dual rear argent steel wheels

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Front beverage holders
- 8 beverage holders
- Instrument panel covered bin
- Retained accessory power
- Upfitter switches
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- Day/Night rearview mirror
- Fixed rear windshield
- Locking glove box
- Rear beverage holders
- Dashboard storage
- Trip computer
- Over the air updates

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Selected Equip & Specs (cont'd)

Seats and Trim

- Seating capacity: 6
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar
- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Oil pressure gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- Cab clearance lights
- Fade interior courtesy lights
- Configurable instrumentation gauges
- Digital clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting

Technology and Telematics

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Selected Equip & Specs (cont'd)

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- 5G Modem - Ford Connectivity Package mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- Ford App mobile app access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Lane Departure Warning
- * **Rear mounted camera**
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- SecuriLock immobilizer
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
- Manual rear child safety door locks

Dimensions

General Weights

Curb weight	7,398 lbs.	Rear curb weight	3,189 lbs.
* **GVWR**	**19,550 lbs.**	* **Payload**	**11,960 lbs.**

Trailering Weights

* **Fifth-wheel towing capacity**	**21,100 lbs.**	Gooseneck towing capacity	21,300 lbs.
Conventional capacity	18,500 lbs.	GCWR	30,000 lbs.

Front Weights

Front curb weight	4,209 lbs.	* **GAWR front**	**6,500 lbs.**
Axle capacity front	7,000 lbs.	* **Spring rating front**	**6,500 lbs.**
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* **GAWR rear**	**14,706 lbs.**	* **Axle capacity rear**	**14,706 lbs.**
* **Spring rating rear**	**14,706 lbs.**	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.6"

Exterior Measurements

Vehicle body length	265.2"	Vehicle body width	80.0"
Vehicle body height	82.8"	Wheelbase	179.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Selected Equip & Specs (cont'd)

Rear frame height loaded	29.6"	Rear frame height unloaded	34.8"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	25.6'	Cab to axle	60.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	158.1"		

Interior Measurements

Max interior rear cargo volume	52.1 cu.ft.	Interior rear cargo volume with seats folded	52.1 cu.ft.

Interior Volume

Total passenger volume	131.7 cu.ft.

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"

Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.9"

Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"

Powertrain

Engine

Engine	7.3L V-8 DEVCT variable valve control, engine with 335HP	Valves per cylinder	2
Engine cylinders	V-8	Injection type	sequential MPI
Engine location	Front mounted engine	Ignition	Spark ignition system
Engine mounting direction	Longitudinal mounted engine	Engine block material	Iron engine block
Cylinder head material	Aluminum cylinder head		

Engine Specs

Displacement	7.3L	cc	445 cu.in.
Bore	4.21"	Stroke	3.98"
Compression ratio	10.5	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	335 HP@3750 RPM	Torque	468 lb.-ft.@3750 RPM

Alternator

Alternator amps	190A	* **Alternator type**	**Dual alternator**

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Selected Equip & Specs (cont'd)

- **Alternator rating** **160A**

Battery

- Battery amps 68Ah
- Battery rating 750CCA
- Battery type ..... HD lead acid battery
- Battery run down protection ..... Battery run down protection

Engine Extras

- Radiator ..... Radiator
- Auxiliary power take-off ..... Auxiliary power take-off

Transmission

- Transmission ..... 10-speed automatic
- Transmission electronic control ..... Transmission electronic control
- Overdrive transmission ..... Overdrive transmission
- Lock-up transmission ..... Lock-up transmission
- First gear ratio 4.615
- Second gear ratio 2.919
- Third gear ratio 2.132
- Fourth gear ratio 1.773
- Fifth gear ratio 1.519
- Sixth gear ratio 1.277
- Reverse gear ratio 4.695
- Seventh gear ratio 1
- Eighth gear ratio 0.851
- Ninth gear ratio 0.687
- Tenth gear ratio 0.632
- Stall ratio 1.97
- Selectable mode transmission ..... Selectable mode transmission
- Sequential shift control ..... SelectShift Sequential shift control
- Transmission oil cooler ..... Transmission oil cooler
- PTO transmission provision ..... PTO transmission provision

Drive Type

- 4WD type ..... Part-time 4WD
- Drive type ..... Four-wheel drive

Drivetrain

- Axle ratio 4.88

Exhaust

- Tailpipe ..... Stainless steel single exhaust

Fuel

- Fuel type ..... regular unleaded

Fuel Tank

- Fuel tank capacity ..... 40.00 gal.

Drive Feature

- **Limited slip differential** ..... **Mechanical limited slip differential**
- Traction control ..... Driveline managed traction control
- Locking hub control ..... Auto locking hub control
- Transfer case ..... Electronic transfer case shift

Provisions

- **Provisions** ..... **Snow plow provisions**

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Selected Equip & Specs (cont'd)

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type ..... Gasoline secondary fuel type

Emissions

Emissions ..... Federal emissions

Suspension and Handling

Suspension

Suspension ..... Firm ride suspension

Front shock absorbers ..... Heavy-duty front shock absorbers

Rear shock absorbers ..... Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type ..... 4-wheel disc brakes

Ventilated brakes ..... Front and rear ventilated disc brakes

ABS brakes ..... Four channel ABS brakes

ABS brakes ..... 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist ..... Hill Start Assist

Brake assist system ..... Brake assist system

Front Suspension

Front anti-roll ..... Front anti-roll bar

Suspension ride type front ..... Mono-beam rigid axle front suspension

Front Spring

* **HD front springs ..... Heavy-duty front springs**

Springs front ..... Front coil springs

Rear Spring

Springs rear ..... Rear leaf springs

Rear springs ..... Heavy-duty rear springs

Rear Suspension

Rear anti-roll ..... Rear anti-roll bar

Suspension type rear ..... Leaf spring rear suspension

* **Suspension ride type rear suspension ..... Rigid axle rear suspension**

Steering

Steering ..... Hydraulic power-assist steering system

Steering type ..... Re-circulating ball steering

Steering type number of wheels ..... 2-wheel steering system

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Selected Equip & Specs (cont'd)

Exterior

Front Wheels

Front wheels diameter	19.5"	Front wheels width	6"

Rear Wheels

Rear wheels diameter	19.5"	Rear wheels width	6"

Front And Rear Wheels

Appearance	argent	Material	steel

Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	Front wheel - RPM	647

Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	Rear wheel - RPM	647

Body Exterior

Trailering

Towing wiring harness	Trailer wiring harness	* **Towing brake controller**	**Trailer brake controller**
Towing trailer sway	Trailer sway control		

Exterior Features

Number of doors	4 doors	* **Running boards**	**Running boards**
Front splash guards	Front splash guards	* **License plate front bracket**	**Front license plate bracket**

Body

Body panels	Aluminum body panels with side impact beams

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors

Tires

Front tires LT load rating	G	Rear tires LT load rating	G

Wheels

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Selected Equip & Specs (cont'd)

Dual rear wheels ..... Dual rear wheels

Convenience

Door Locks

Door locks ... Power door locks with 2 stage unlocking
Keyfob door locks ..... Keyfob activated door locks
All-in-one key ... All-in-one remote fob and ignition key
Auto door locks ..... Auto-locking doors

Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

Rear View Mirror

Day/Night rearview mirror ... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ..... Power door mirrors
Folding door mirrors ..... Manual folding door mirrors
Heated door mirrors .... Heated driver and passenger side door mirrors

Front Side Windows

First-row windows ..... Power first-row windows

Overhead Console

Overhead console ..... Full overhead console
Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror ..... Passenger visor mirror

Power Outlets

12V power outlets ..... 2 12V power outlets

Rear Windshield

Rear windshield ..... Fixed rear windshield

Storage

Number of beverage holders ..... 8 beverage holders
Beverage holders ..... Front beverage holders
Beverage holders rear ..... Rear beverage holders
Glove box ..... Locking glove box
Instrument panel storage ... Instrument panel covered bin
Dashboard storage ..... Dashboard storage

Windows Feature

One-touch up window ..... Driver and passenger one-touch up windows
One-touch down window ... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows .... Power second-row windows

Miscellaneous

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Selected Equip & Specs (cont'd)

Trip computer	Trip computer	PRND in IP	PRND in IP
Upfitter switches	Upfitter switches	Accessory power	Retained accessory power
Over the air updates	Over the air updates		

Comfort

Climate Control

Climate control	Manual climate control	Cabin air filter	Cabin air filter
Rear under seat ducts	Rear under seat climate control ducts		

Headliner

Headliner material	Cloth headliner material	Headliner coverage	Full headliner coverage

Floor Trim

Floor covering	Full vinyl floor covering	Floor coverage	Full floor coverage

Second-Row Seat Trim

Rear seat upholstery	Vinyl rear seat upholstery	Rear seatback upholstery	Carpet rear seatback upholstery

Steering Wheel

Steering wheel material	Urethane steering wheel	Steering wheel telescopic	Manual telescopic steering wheel
Steering wheel tilt	Manual tilting steering wheel		

Seats and Trim

Seat Capacity

Seating capacity	6

Front Seats

Front seat type	Split-bench front seat	Driver seat direction	Driver seat with 4-way directional controls
Driver seat fore/aft control	Manual driver seat fore/aft control	Passenger seat direction	Front passenger seat with 4-way directional controls
Split front seats	40-20-40 split-bench front seat	Reclining passenger seat	Manual reclining passenger seat
Passenger seat fore/aft control	Manual passenger seat fore/aft control	Front head restraints	Height adjustable front seat head restraints
Front head restraint control	Manual front seat head restraint control	Armrests front center	Front seat center armrest
Armrests front storage	Front seat armrest storage	Reclining driver seat	Manual reclining driver seat

Rear Seats

Bench seats	Split-bench rear seat	Rear seats fixed or removable	Fixed rear seats
Folding second-row seats	60-40 folding rear seats	Rear seat direction	Front facing rear seat

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Selected Equip & Specs (cont'd)

Rear seat folding position ... Fold-up rear seat cushion
Rear head restraints ... Height adjustable rear seat head restraints
Rear head restraint control ... Manual rear seat head restraint control
Number of rear head restraints ... 3 rear seat head restraints

Lumbar Seats

Driver lumbar ... Manual driver seat lumbar

Front Seat Trim

Front seat upholstery ... Vinyl front seat upholstery
Front seatback upholstery ... Vinyl front seatback upholstery

Interior Accents

Interior accents ... Chrome interior accents

Gearshifter Material

Gearshifter material ... Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display ... Primary touchscreen display
Number of first-row displays ... 2 total number of 1st row displays
Primary display size ... 8 inch primary display

Radio Features

External memory ... SYNC 4 external memory control
Seek scan ... Seek scan

Speakers

Speakers ... Standard grade speakers
Speakers number ... 6

Audio Features

Steering mounted audio control ... Steering wheel mounted audio controls
Speed sensitive volume ... Speed sensitive volume
Voice activated audio ... SYNC 4 voice activated audio controls

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer ... Trip odometer
Instrumentation display ... Digital/analog instrumentation display
Configurable instrumentation gauges ... Configurable instrumentation gauges

Instrumentation Displays

Temperature display ... Exterior temperature display
Driver information center ... Driver information center

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Selected Equip & Specs (cont'd)

Clock ..... Digital clock
Compass ..... Compass

Instrumentation Gauges

Tachometer ..... Tachometer
Transmission temperature gauge .. Transmission fluid temperature gauge
Gauge cluster display size (inches) 4.20
Oil pressure gauge ..... Oil pressure gauge
Engine/electric motor temperature gauge ..... Engine/electric motor temperature gauge
Engine hour meter ..... Engine hour meter

Instrumentation Warnings

Engine temperature warning ..... Engine temperature warning
Low fuel warning ..... Low fuel warning
Battery charge warning ..... Battery charge warning
Key in vehicle warning ..... Key in vehicle warning
Service interval warning ..... Service interval indicator
Oil pressure warning ..... Oil pressure warning
Low brake fluid warning ..... Low brake fluid warning
Headlights on reminder ..... Headlights on reminder
Door ajar warning ..... Door ajar warning
Low tire pressure warning ..... Tire specific low air pressure warning

Glass

Tinted windows ..... Light tinted windows

Headlights

Headlights ..... Halogen headlights
Auto headlightsAutolamp auto on/off headlight control
Delay off headlights ..... Delay-off headlights
Headlight type ..... Reflector headlights
Multiple headlights ..... Multiple enclosed headlights
DRL preference setting ..... DRL preference setting

Front Windshield

Wipers ... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry ..... Illuminated entry
Front reading lights ..... Front reading lights
Variable panel light .... Variable instrument panel light
Rear reading lights ..... Rear reading lights

Lights

Running lights ..... Daytime running lights
Clearance lights ..... Cab clearance lights
Interior courtesy lights .... Fade interior courtesy lights
Perimeter approach lighting ..... Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree ..... SYNC 4 handsfree wireless device connectivity
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device
Smart device integration ..... Smart device wireless mirroring

Internet Access

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Selected Equip & Specs (cont'd)

Internet access ..... 5G Modem - Ford Connectivity Package mobile hotspot internet access

USB Ports

USB ports ..... 2 USB ports

Safety and Security

Airbags

Front impact airbag driver ... Driver front impact airbag
Front impact airbag passenger ..... Passenger front impact airbag
Front side impact airbag passenger .... Seat mounted side impact front passenger airbag
Number of airbags ..... 6 airbags
Front side impact airbag driver .... Seat mounted side impact driver airbag
Overhead airbags . Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

Height adjustable seatbelts .... Front height adjustable seatbelts

Security System

Immobilizer ..... SecuriLock immobilizer
Security system ..... Ford Security Package (1-year included with activation) security system
Remote panic alarm ..... Remote panic alarm

Active Driving Assistance

Lane departure ..... Lane Departure Warning
Forward collision warning .... Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Cameras

* **Rear camera** ..... **Rear mounted camera**

Occupant Safety

Child door locks ... Manual rear child safety door locks

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
W5H	Base Vehicle Price (W5H)	$62,990.00
Packages		
660A	Order Code 660A	N/C
Powertrain		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas	STD
44G	Transmission: TorqShift 10-Speed Automatic	Included
X8L	Limited Slip w/4.88 Axle Ratio	$395.00
68H	GVWR: 19,550 lb Payload Plus Upgrade Package 2	$1,155.00
Wheels & Tires		
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included
64Z	Wheels: 19.5" x 6" Argent Painted Steel	Included
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat	Included
Other Options		
PAINT	Monotone Paint Application	STD
179WB	179" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player	Included
473	Snow Plow Prep Package	$350.00
67A	350 Amp Dual Alternators	N/C
18B	Platform Running Boards	$445.00

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

As Configured Vehicle (cont'd)

Code	Description	MSRP
153	Front License Plate Bracket	N/C
872	Rear View Camera & Prep Kit	$515.00
52B	Trailer Brake Controller	$300.00
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty	N/C
Emissions		
425	50-State Emissions System	STD
Exterior Color		
Z1_01	Oxford White	N/C
Interior Color		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
Upfit Options		
	Dump Body & Snow Plow	$30,188.00
SUBTOTAL		$96,338.00
Destination Charge		$2,595.00
TOTAL		$98,933.00

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Warranty

Standard Warranty

Basic Warranty

Basic warranty ..... 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty ..... 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty ..... 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty ..... 60 months/60,000 miles

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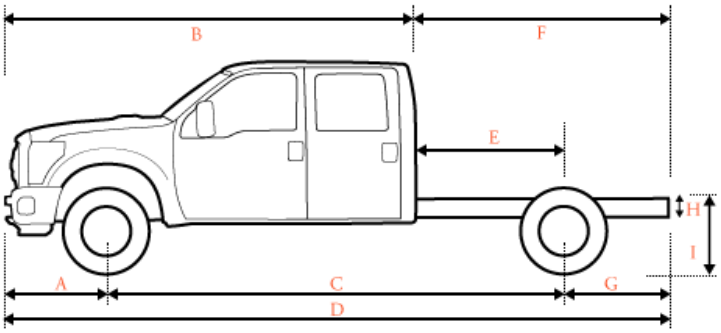
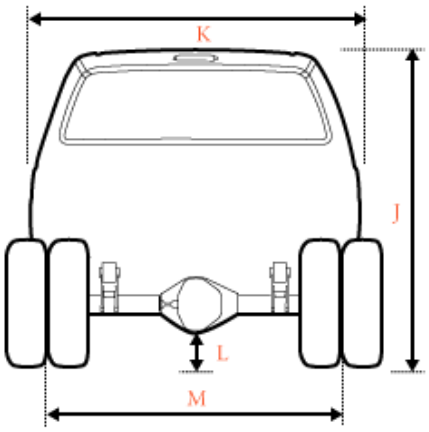
2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.





Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	158.10 in.
C	Wheelbase (WB)	179.00 in.
D	Overall Length (OAL)	265.20 in.
E	Back of Cab to Rear Axle (CA)	60.00 in.
F	Back of Cab to End of Frame	107.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.80 in.
I	Rear Frame Height Loaded	29.60 in.
J	Cab Height	82.80 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.60 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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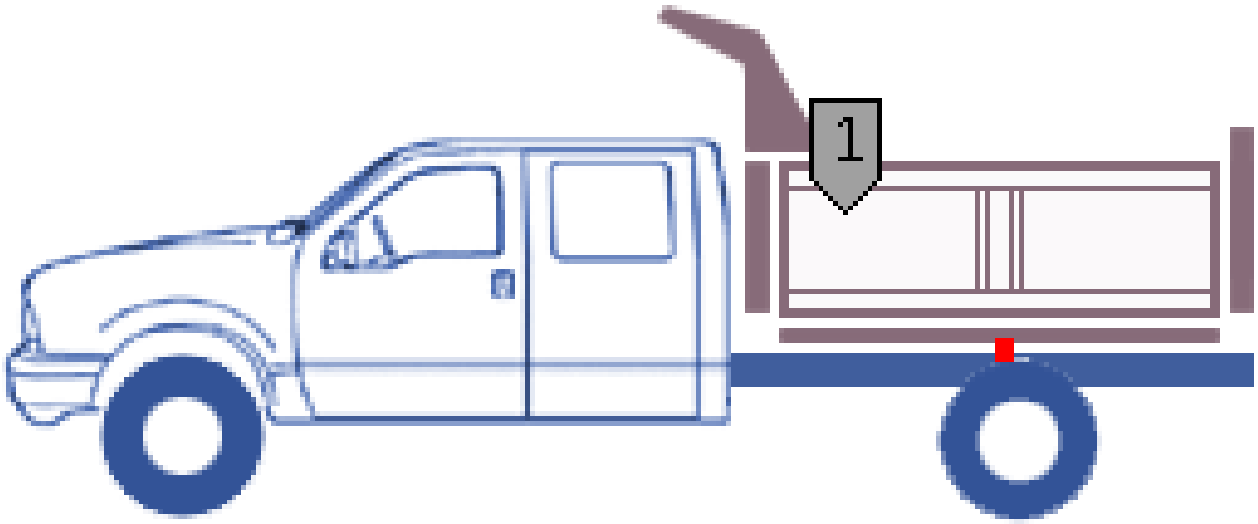
2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Vehicle Dimension and Performance Summary (cont'd)

Body Specs

Truck body style:	Dump
Cab to body gap:	3.00 in.
Body length:	8.68 ft
Body tare weight:	3,500 lbs
Body width:	96 in.
Body height from ground:	114 in.
Body Centre gravity (from front):	52.10 in.



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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Vehicle Dimension and Performance Summary (cont'd)

Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,209 lbs	3,189 lbs	7,398 lbs
Body	98 lbs	3,402 lbs	3,500 lbs
Occupants Weight	600 lbs	300 lbs	900 lbs
1 Max Payload - (Max Payload)	1,593 lbs	7,815 lbs	9,408 lbs
TOTAL	**6,500 lbs**	**14,706 lbs**	**21,206 lbs**

Ratings	Front Axle	Rear Axle	GVWR
GAWR	**6,500 lbs**	**14,706 lbs**	**19,550 lbs**
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	6,500 lbs	14,706 lbs	
Axle	7,000 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	32.11 %
Start grade capability in reverse	4.70	15.00 %	32.67 %

Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	6.01 %
Maximum grade in 9th gear	0.69	3.00 %	4.85 %
Maximum grade in 10th gear	0.63	3.00 %	4.46 %

Speed	Desired	Calculated
Top Speed (level grade)	75 mph	113 mph
To meet your requirement you need a maximum axle ratio of 8.80		
Top Speed on 3% grade	55 mph	
To meet your requirement you need a maximum of 123 hp		
Cruise Speed	60 mph	78 mph
Engine RPM at desired cruise speed		1,995 rpm

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Vehicle Dimension and Performance Summary (cont'd)

Variables in Use

Start

Rear axle ratio:	4.88	Clutch engagement torque:	234 ft.lbs.
Tire size:	225/70R19.5 (647 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	19,550 lbs		

Grade

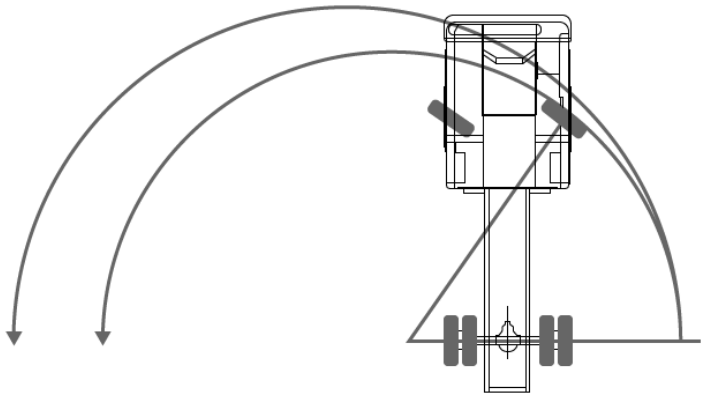
Rear axle ratio:	4.88	Gross Vehicle Weight (GVW):	19,550 lbs
Tire size:	225/70R19.5 (647 rev/mile)	Peak engine torque:	468 ft.lbs.

Speed

Engine Power:	335 hp @ 3,750 rpm	Worst road surface	Typical Highway
Peak Torque RPM:	3,750 rpm	Final Drive Ratio:	0.63
Frontal Area:	41.00 ft²	Drag Coefficient	0.80
Cruising RPM	2,600 rpm		

Turning Radius

Turning Radius	25.55 ft



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Prepared for: Mr. Ross Jackson
Superintendent, City of fayetteville
Prepared by: CJ MITCHELL
02/06/2026

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	$98,933.00
Subtotal	$98,933.00

Service Plan Adjustments

Code	Description	MSRP
	Concession Pricing 06832T	-$600.00
	Market Adjustment	$200.00
	Lewis Discount	-$4,218.00
Total		$94,315.00

Customer Signature

Acceptance Date

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Prepared for: Mr. Ross Jackson
Superintendent, City of fayetteville
Prepared by: CJ MITCHELL
02/06/2026

Lewis Ford Sales, Inc. | 2479 N Shiloh Dr. Fayetteville Arkansas | 72704

2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 0204

Pricing Summary - Multiple Vehicles

Vehicle Quantity: 2

	MSRP
Vehicle Pricing	$197,866.00
Subtotal	$197,866.00

Service Plan Adjustments

Code	Description	MSRP
	Concession Pricing 06832T	-$1,200.00
	Market Adjustment	$400.00
	Lewis Discount	-$8,436.00
Total		$188,630.00

Customer Signature

Acceptance Date

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Revised equipment added

PH

Patrick Harrington <patrick@randallford.com>
To Jackson, Ross

Reply | Reply All | Forward | ...

Thu 2/5/2026 10:59 AM

If there are problems with how this message is displayed, click here to view it in a web browser.

proposal (99).pdf
615 KB

doc00233420260205105135.pdf
574 KB

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.

Ross,
Like i told you Ford does not build a 19500 gvwr gas truck! It only builds a Reg Cab 145" wheel base truck that you can get the payload upgrade package but it will only allow 19000 gvwr!
Remember you want a 179" wheelbase crew cab truck! I have sent documents supporting my conclusion. Thank you Ross

--
Sincerely,

Patrick Harrington
Randall Ford
Fleet & Commercial Account Manager
479-424-3076 Office Direct
479-806-7282 Cell
patrick@randallford.com

All folders are up to date. Connected to: Microsoft Exchange Display Settings 100%

47°F Mostly sunny 11:21 AM 2/5/2026

Gmail

Patrick Harrington <patrick@randallford.com>

RFQ (2) Ford F550 Dump Body's (391 TRAN_F097 / 9229 TRAN_F059 -- 398 TRAN_F004 / 9230 TRAN_F060

1 message

Jackson, Ross <rjackson@fayetteville-ar.gov> Wed, Feb 4, 2026 at 4:14 PM
To: "Jackson, Ross" <rjackson@fayetteville-ar.gov>

Good afternoon,

The City of Fayetteville is looking for quotes on (2) replacement work trucks along with (2) Snow Plows for the same trucks to be installed and delivered ready to plow for our Transportation division for FY26. Please provide quotes by Friday 02/06/26 by 4:15 pm. If the quotes are not received by this date and time, they will be considered "NON-RESPONSIVE." **All Quotes shall have the Ford FLEET INCENTIVE code QC689 on the quote and corresponding discount applied.** These item(s) will likely be brought to City Council in March so pricing quoted shall be honored through April of 2026.

Please provide me quotes on Ford F550's w/19,500lb minimum GVWR payload with DRW to be built like the below specifications…

Truck quotes to include line items for; chassis as per below specs, upfit body cost and manufacturer name and separate line item for snow plow as per specs listed below with one final total for the complete truck

1. 7.3L Gas engine
2. Truck to have Snow Plow ready package
3. Crew Cab
4. 4x4
5. OEM entry steps / running boards
6. 179" wheelbase
7. 60" CA
8. 20,000 lb. minimum class 5 hitch with 2-1/2" 3,000 lb. tongue weight minimum pintle hitch receiver or equivalent
9. Tow package
10. Electric over hydraulic powered pump for dump beds
11. Rear single top hinged door
12. Dump beds to be 9' in length
13. Side saddle toolboxes (2) to be mounted to the frame under each side of the dump body in front of the rear axle.
14. (2) Whelen amber/white beacons mounted to the top of the headboard and wired to the OEM upfitter switches. All harness to be routed in split loom, **NO scotch locks** and fully sealed shrink connectors and covered in shrink tube.
15. Snow plows **SHALL BE 9' moldboards with moldboard deflectors**
16. Snow Plows **SHALL BE Meyers PN: 41670 Black Iron Package SOS Lot Pro's (Chain Lift)**
17. Snow Plows to have LED head lights and turn signals
18. Prior to delivery, winning bidder shall practice removal and reinstallation of plows and be able to train and demonstrate install and removal of plows from the trucks for Fleet Operations and the Transportation Divisions.
19. Operating instructions, wiring diagrams and hydraulic circuit diagrams to be provided in each truck for the plows.

Finally, please indicate whether you have current truck inventory available. In your response email with quotes, include the estimated delivery timeline for the chassis to the dealership, as well as the anticipated delivery date to the City of Fayetteville once the upfit is completed.

Thank you,

Ross Jackson Jr., CAFM

Fleet Operations Superintendent

Fleet Operations

Public Works Department

PACKAGED OPTIONS/EMISSIONS

AMBULANCE PREP PACKAGE W/EPA SPECIAL EMERGENCY VEHICLE EMISSIONS (47L)

Availability:
- Optional on XL and XLT (Fleet Only)

Usage:
- Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer
- Ford vehicles are suitable for producing ambulances with special emissions only if equipped w/the Ford Ambulance Prep Package w/EPA Special Emergency Vehicle Emissions. In addition, Ford urges ambulance manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and pertinent supplements).
- Using a Ford vehicle without the Ford Ambulance Package w/EPA Special Emergency Vehicle Emissions to produce an ambulance with special emissions voids the Ford warranty

Not available with:
- Snow Plow Prep Package (473), Heavy-Service Front Suspension Package (67H), Extra Heavy-Service Suspension Package (67X), Ambulance Prep Package (47A) or Fire/Rescue Prep Package w/EPA Special Emissions – For Diesel Engine (47J)

Requires:
- 6.7L Power Stroke® Diesel engine (99T)

Includes:
- 410 Amp Alternator (67B)
- Upgraded Front Springs / GAWR rating, please see Supplemental Order Guide, or visit fordbbas.com for complete details. (F-450, F-550, F-600
- 5250 to 5990 lbs. Max Front Springs / Front GAWR (F-350) see supplemental Order Guide for complete details
- "Wide track" axle included w/F-350 DRW (X4W)

Options Available:
- "Standard" width 4.10 Limited-slip rear-axle w/DRW (X4N

NOTE 1: ***Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module.***

NOTE 2: ***Engine Calibration significantly reduces the possibility of depower mode when in stationary PTO operation***

NOTE 3: ***Must meet the definition of an Emergency Vehicle, "an Ambulance or Fire Truck" per 40 CFR 86.1803.01 in the Federal Register.***

NOTE 4: ***California Code of Regulations allows for the sale of Federally certified emergency vehicles in California.***

FIRE/RESCUE PREP PACKAGE W/EPA SPECIAL EMISSIONS – FOR DIESEL ENGINE (47J)

Availability:
- Optional on XL and XLT (Fleet Only)

Usage:
- Incomplete vehicle package – req. further manufacture and certification by a final stage manufacturer
- Ford urges fire/rescue vehicle manufacturers to follow the recommendations of the Ford Incomplete Vehicle Manual and the Ford Truck Body Builders Layout Book (and pertinent supplements).

Not available with:
- Snow Plow Prep Package (473), Heavy-Service Front Suspension Package (67H), Extra Heavy-Service Suspension Package (67X) or Ambulance Prep Packages (47A/47L)

Requires:
- 6.7L Power Stroke® Diesel engine (99T)

Includes:
- 410 Amp Alternator (67B)
- Upgraded Front Springs / GAWR rating, please see Supplemental Order Guide, or visit fordbbas.com for complete details

NOTE 1: ***Stationary Elevated Idle Control (SEIC) has been integrated into the engine control module.***

NOTE 2: ***Engine Calibration significantly reduces the possibility of depower mode when in stationary PTO operation***

NOTE 3: ***Must meet the definition of an Emergency Vehicle, "an Ambulance or Fire Truck" per 40 CFR 86.1803.01 in the Federal Register.***

NOTE 4: ***California Code of Regulations allows for the sale of Federally certified emergency vehicles in California.***

PAYLOAD DOWNGRADE PACKAGE (68D)

Availability:
- Optional F-450 and F-550

Not available with:
- F-350
- Trailer Tow Package – High Capacity (535) on F-550

Includes:
- 15,000 lbs. Gross Vehicle Weight Rating (F-450 Only)
- 17,500 lbs. Gross Vehicle Weight Rating (F-550 Only)

PAYLOAD UPGRADE PACKAGE (68U)

Availability:
- Optional on XL and XLT F-550 Chassis Cabs 145" wheelbase with 7.3L Gas engine (99N)

Requires:
- 4.88 Limited-slip rear-axle (X8L)

Includes:
- Increased GVWR to 19,000 lbs.
- Upgraded frame
- Upgraded rear-axle

NOTE: ***See Order Guide Supplemental Reference for further details on GVWR and payload ranges***

PAYLOAD PLUS UPGRADE PACKAGE 1 (68M)

Availability:
- Optional on F-550

Not available with:
- 145" wheelbase on gas engine

Requires:
- 6.7L Diesel (99T)
- Trailer Tow Pkg – High Capacity (535)

Includes:
- Increases GVWR from 18,000 lbs. to 19,500 lbs.
- Increases max RGAWR to 14,706
- Low Deflection/High Capacity Rear Springs
- Upgraded frame
- Upgraded rear-axle

Options Available:
- Low Deflection Spacer (86S)

NOTE: ***Ford is restricting sales of F-550 6.7L Diesel (99T) with Payload Plus Upgrade Package 1 (68M) to customers for registration in California.***

NOTE: ***See Order Guide Supplemental Reference for further details on GVWR.***

Prepared for: Ross Jackson, City of Fayetteville
113 West Mountain
FAYETTEVILLE, AR 72701 | Mobile: 479-444-3494
Email: rjackson@fayetteville-ar.gov

2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635

Client Proposal

Prepared by:
PATRICK HARRINGTON
Office: 479-452-1311
Email: patrick@randallford.com
Quote ID: 2002
Date: 02/05/2026

2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Ross Jackson, City of Fayetteville
113 West Mountain
FAYETTEVILLE, AR 72701 | Mobile: 479-444-3494
Email: rjackson@fayetteville-ar.gov

Re: Quote ID 2002 02/05/2026

Dear Ross,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

PATRICK HARRINGTON
Fleet & Commercial Account Manager
479-452-1311
patrick@randallford.com

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- Fifth-wheel towing capacity: 21,200 lbs.
- Front brake diameter: 15.4"
- Vehicle body length: 265.2"
- Vehicle body height: 82.8"
- Vehicle turning radius: 25.6'
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 158.1"
- Max interior rear cargo volume: 52.1 cu.ft.
- Headroom first-row: 40.8"
- Leg room first-row: 43.9"
- Shoulder room first-row: 66.7"
- Hip room first-row: 62.5"
- GCWR: 30,000 lbs.
- Gooseneck towing capacity: 21,300 lbs.
- Rear brake diameter: 15.8"
- Vehicle body width: 80.0"
- Wheelbase: 179.0"
- Front track: 74.8"
- Cab to axle: 60.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Interior rear cargo volume with seats folded: 52.1 cu.ft.
- Total passenger volume: 131.7 cu.ft.
- Headroom second-row: 40.4"
- Leg room second-row: 43.6"
- Shoulder room second-row: 65.9"
- Hip room second-row: 64.7"

Powertrain

- Spark ignition system
- Engine cylinders: V-8
- Horsepower: 335 HP@3750 RPM
- Radiator
- 10-speed automatic
- Four-wheel drive
- Recommended fuel: regular unleaded
- Electronic transfer case shift
- 7.3L V-8 DEVCT variable valve control, engine with 335HP
- Injection Type: sequential MPI
- Torque: 468 lb.-ft.@3750 RPM
- Auxiliary power take-off
- Part-time 4WD
- Two-Speed Transfer Case
- Driveline managed traction control
- Auto locking hub control

Fuel Economy and Emissions

- Gasoline secondary fuel type
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Selected Equip & Specs (cont'd)

- Mono-beam rigid axle front suspension
- Front coil springs
- Rear anti-roll bar
- Hydraulic power-assist steering system
- 2-wheel steering system
- Front anti-roll bar
- DANA M300 rigid axle rear suspension
- Leaf spring rear suspension
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks
- Black grille
- Manual extendable trailer mirrors
- Black door mirrors
- Conventional right rear passenger door
- 19.5 x 6-inch front and dual rear argent steel wheels
- 4 doors
- Black fender flares
- Black door handles
- Black front bumper
- Black front bumper rub strip
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors
- Conventional left rear passenger door
- LT225/70RS19.5 AS BSW front and rear tires

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Power first-row windows
- Front beverage holders
- 8 beverage holders
- Instrument panel covered bin
- Retained accessory power
- Upfitter switches
- PRND in IP
- Keyfob activated door locks
- Auto-locking doors
- Day/Night rearview mirror
- Fixed rear windshield
- Locking glove box
- Rear beverage holders
- Dashboard storage
- Trip computer
- Over the air updates

Comfort

- Manual climate control
- Rear under seat climate control ducts
- Full headliner coverage
- Full floor coverage
- Carpet rear seatback upholstery
- Manual tilting steering wheel
- Cabin air filter
- Cloth headliner material
- Full vinyl floor covering
- Vinyl rear seat upholstery
- Urethane steering wheel
- Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 6
- 40-20-40 split-bench front seat

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Selected Equip & Specs (cont'd)

- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat
- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Height adjustable rear seat head restraints
- Manual driver seat lumbar
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest
- Manual reclining driver seat
- Manual reclining passenger seat
- Fixed rear seats
- Split-bench rear seat
- Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 6
- SYNC 4 voice activated audio controls
- Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Oil pressure gauge
- Transmission fluid temperature gauge
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Variable instrument panel light
- Cab clearance lights
- Fade interior courtesy lights
- Configurable instrumentation gauges
- Digital clock
- Exterior temperature display
- Tachometer
- Engine/electric motor temperature gauge
- Engine hour meter
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Rear reading lights
- Daytime running lights
- Remote activated perimeter approach lighting

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- SYNC 4 handsfree wireless device connectivity
- Ford App mobile app access

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Selected Equip & Specs (cont'd)

- 5G Modem - Ford Connectivity Package mobile hotspot internet access
- 2 USB ports

Safety and Security

- Driver front impact airbag
- Safety Canopy System curtain first and second-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Lane Departure Warning
- Manual rear child safety door locks
- Seat mounted side impact driver airbag
- Passenger front impact airbag
- 6 airbags
- SecuriLock immobilizer
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Dimensions

General Weights

Curb weight	7,398 lbs.	Rear curb weight	3,189 lbs.
GVWR	18,000 lbs.	Payload	10,520 lbs.

Trailering Weights

Fifth-wheel towing capacity	21,200 lbs.	Gooseneck towing capacity	21,300 lbs.
Conventional capacity	18,500 lbs.	GCWR	30,000 lbs.

Front Weights

Front curb weight	4,209 lbs.	GAWR front	5,600 lbs.
Axle capacity front	7,000 lbs.	Spring rating front	5,600 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

GAWR rear	13,660 lbs.	Axle capacity rear	13,660 lbs.
Spring rating rear	13,660 lbs.	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.6"

Exterior Measurements

Vehicle body length	265.2"	Vehicle body width	80.0"
Vehicle body height	82.8"	Wheelbase	179.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	29.6"	Rear frame height unloaded	34.8"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	25.6'	Cab to axle	60.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Selected Equip & Specs (cont'd)

Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	158.1"		

Interior Measurements

Max interior rear cargo volume	52.1 cu.ft.	Interior rear cargo volume with seats folded	52.1 cu.ft.

Interior Volume

Total passenger volume	131.7 cu.ft.

Headroom

Headroom first-row	40.8"	Headroom second-row	40.4"

Legroom

Leg room first-row	43.9"	Leg room second-row	43.6"

Shoulder Room

Shoulder room first-row	66.7"	Shoulder room second-row	65.9"

Hip Room

Hip room first-row	62.5"	Hip room second-row	64.7"

Powertrain

Engine

Engine	7.3L V-8 DEVCT variable valve control, engine with 335HP	Valves per cylinder	2
Engine cylinders	V-8	Injection type	sequential MPI
Engine location	Front mounted engine	Ignition	Spark ignition system
Engine mounting direction	Longitudinal mounted engine	Engine block material	Iron engine block
Cylinder head material	Aluminum cylinder head		

Engine Specs

Displacement	7.3L	cc	445 cu.in.
Bore	4.21"	Stroke	3.98"
Compression ratio	10.5	SAEJ1349	AUG2004 compliant

Engine Power

Horsepower	335 HP@3750 RPM	Torque	468 lb.-ft.@3750 RPM

Alternator

Alternator amps	190A	Alternator type	Regular duty alternator

Battery

Battery amps	68Ah	Battery type	HD lead acid battery
Battery rating	750CCA	Battery run down protection	Battery run down protection

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Selected Equip & Specs (cont'd)

Engine Extras

Radiator	Radiator	Auxiliary power take-off	Auxiliary power take-off

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.615	Second gear ratio	2.919
Third gear ratio	2.132	Fourth gear ratio	1.773
Fifth gear ratio	1.519	Sixth gear ratio	1.277
Reverse gear ratio	4.695	Seventh gear ratio	1
Eighth gear ratio	0.851	Ninth gear ratio	0.687
Tenth gear ratio	0.632	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler	PTO transmission provision	PTO transmission provision

Drive Type

4WD type	Part-time 4WD	Drive type	Four-wheel drive

Drivetrain

Axle ratio	4.88

Exhaust

Tailpipe	Stainless steel single exhaust

Fuel

Fuel type	regular unleaded

Fuel Tank

Fuel tank capacity	40.00 gal.

Drive Feature

Traction control	Driveline managed traction control	Locking hub control	Auto locking hub control
Transfer case	Electronic transfer case shift		

Fuel Economy and Emissions

Fuel Economy

Secondary fuel type	Gasoline secondary fuel type

Emissions

Emissions	Federal emissions

Suspension and Handling

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Selected Equip & Specs (cont'd)

Suspension

Suspension	Firm ride suspension	Front shock absorbers	Heavy-duty front shock absorbers
Rear shock absorbers	Heavy-duty rear shock absorbers		

Driveability

Brakes

Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	ABS brakes	4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist	Hill Start Assist	Brake assist system	Brake assist system

Front Suspension

Front anti-roll	Front anti-roll bar	Suspension ride type front	Mono-beam rigid axle front suspension

Front Spring

Regular front springs	Regular front springs	Springs front	Front coil springs

Rear Spring

Springs rear	Rear leaf springs	Rear springs	Heavy-duty rear springs

Rear Suspension

Rear anti-roll	Rear anti-roll bar	Suspension type rear	Leaf spring rear suspension
Suspension ride type rear	DANA M300 rigid axle rear suspension		

Steering

Steering	Hydraulic power-assist steering system	Steering type	Re-circulating ball steering
Steering type number of wheels	2-wheel steering system		

Exterior

Front Wheels

Front wheels diameter	19.5"	Front wheels width	6"

Rear Wheels

Rear wheels diameter	19.5"	Rear wheels width	6"

Front And Rear Wheels

Appearance	argent	Material	steel

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Selected Equip & Specs (cont'd)

Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	Front wheel - RPM	647

Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
Tread	AS	Type	LT
Width	225mm	Rear wheel - RPM	647

Body Exterior

Trailering

Towing wiring harness	Trailer wiring harness	Towing trailer sway	Trailer sway control

Exterior Features

Number of doors	4 doors	Front splash guards	Front splash guards

Body

Body panels	Aluminum body panels with side impact beams

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors

Spare Tire

* **Spare tire**	**Full-size spare tire with steel wheel**	* **Spare tire location**	**Spare tire mounted on the frame or chassis**

Tires

Front tires LT load rating	G	Rear tires LT load rating	G

Wheels

Dual rear wheels	Dual rear wheels

Convenience

Door Locks

Door locks	Power door locks with 2 stage unlocking	Keyfob door locks	Keyfob activated door locks
All-in-one key	All-in-one remote fob and ignition key	Auto door locks	Auto-locking doors

Cruise Control

Cruise control	Cruise control with steering wheel mounted controls

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Selected Equip & Specs (cont'd)

Rear View Mirror

Day/Night rearview mirror ... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ... Power door mirrors
Folding door mirrors ... Manual folding door mirrors
Heated door mirrors ... Heated driver and passenger side door mirrors

Front Side Windows

First-row windows ... Power first-row windows

Overhead Console

Overhead console ... Full overhead console
Overhead console storage ... Overhead console storage

Passenger Visor

Visor passenger mirror ... Passenger visor mirror

Power Outlets

12V power outlets ... 2 12V power outlets

Rear Windshield

Rear windshield ... Fixed rear windshield

Storage

Number of beverage holders ... 8 beverage holders
Beverage holders ... Front beverage holders
Beverage holders rear ... Rear beverage holders
Glove box ... Locking glove box
Instrument panel storage ... Instrument panel covered bin
Dashboard storage ... Dashboard storage

Windows Feature

One-touch up window ... Driver and passenger one-touch up windows
One-touch down window ... Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows ... Power second-row windows

Miscellaneous

Trip computer ... Trip computer
PRND in IP ... PRND in IP
Upfitter switches ... Upfitter switches
Accessory power ... Retained accessory power
Over the air updates ... Over the air updates

Comfort

Climate Control

Climate control ... Manual climate control
Cabin air filter ... Cabin air filter
Rear under seat ductsRear under seat climate control ducts

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Selected Equip & Specs (cont'd)

Headliner

- Headliner material: Cloth headliner material
- Headliner coverage: Full headliner coverage

Floor Trim

- Floor covering: Full vinyl floor covering
- Floor coverage: Full floor coverage

Second-Row Seat Trim

- Rear seat upholstery: Vinyl rear seat upholstery
- Rear seatback upholstery: Carpet rear seatback upholstery

Steering Wheel

- Steering wheel material: Urethane steering wheel
- Steering wheel telescopic: Manual telescopic steering wheel
- Steering wheel tilt: Manual tilting steering wheel

Seats and Trim

Seat Capacity

- Seating capacity: 6

Front Seats

- Front seat type: Split-bench front seat
- Driver seat direction: Driver seat with 4-way directional controls
- Driver seat fore/aft control: Manual driver seat fore/aft control
- Passenger seat direction: Front passenger seat with 4-way directional controls
- Split front seats: 40-20-40 split-bench front seat
- Reclining passenger seat: Manual reclining passenger seat
- Passenger seat fore/aft control: Manual passenger seat fore/aft control
- Front head restraints: Height adjustable front seat head restraints
- Front head restraint control: Manual front seat head restraint control
- Armrests front center: Front seat center armrest
- Armrests front storage: Front seat armrest storage
- Reclining driver seat: Manual reclining driver seat

Rear Seats

- Bench seats: Split-bench rear seat
- Rear seats fixed or removable: Fixed rear seats
- Folding second-row seats: 60-40 folding rear seats
- Rear seat direction: Front facing rear seat
- Rear seat folding position: Fold-up rear seat cushion
- Rear head restraints: Height adjustable rear seat head restraints
- Rear head restraint control: Manual rear seat head restraint control
- Number of rear head restraints: 3 rear seat head restraints

Lumbar Seats

- Driver lumbar: Manual driver seat lumbar

Front Seat Trim

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Selected Equip & Specs (cont'd)

Front seat upholstery ..... Vinyl front seat upholstery
Front seatback upholstery ..... Vinyl front seatback upholstery

Interior Accents

Interior accents ..... Chrome interior accents

Gearshifter Material

Gearshifter material ..... Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display ..... Primary touchscreen display
Number of first-row displays ..... 2 total number of 1st row displays
Primary display size ..... 8 inch primary display

Radio Features

External memory ..... SYNC 4 external memory control
Seek scan ..... Seek scan

Speakers

Speakers ..... Standard grade speakers
Speakers number 6

Audio Features

Steering mounted audio control ..... Steering wheel mounted audio controls
Speed sensitive volume ..... Speed sensitive volume
Voice activated audio ..... SYNC 4 voice activated audio controls

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer ..... Trip odometer
Instrumentation display ..... Digital/analog instrumentation display
Configurable instrumentation gauges ..... Configurable instrumentation gauges

Instrumentation Displays

Temperature display ..... Exterior temperature display
Driver information center ..... Driver information center
Clock ..... Digital clock
Compass ..... Compass

Instrumentation Gauges

Tachometer ..... Tachometer
Oil pressure gauge ..... Oil pressure gauge
Transmission temperature gauge ..... Transmission fluid temperature gauge
Engine/electric motor temperature gauge ..... Engine/electric motor temperature gauge
Gauge cluster display size (inches) 4.20
Engine hour meter ..... Engine hour meter

Instrumentation Warnings

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Selected Equip & Specs (cont'd)

Engine temperature warning ..... Engine temperature warning
Oil pressure warning ..... Oil pressure warning
Low fuel warning ..... Low fuel warning
Low brake fluid warning ..... Low brake fluid warning
Battery charge warning ..... Battery charge warning
Headlights on reminder ..... Headlights on reminder
Key in vehicle warning ..... Key in vehicle warning
Door ajar warning ..... Door ajar warning
Service interval warning ..... Service interval indicator
Low tire pressure warning ..... Tire specific low air pressure warning

Glass

Tinted windows ..... Light tinted windows

Headlights

Headlights ..... Halogen headlights
Headlight type ..... Reflector headlights
Auto headlights ..... Autolamp auto on/off headlight control
Multiple headlights ..... Multiple enclosed headlights
Delay off headlights ..... Delay-off headlights
DRL preference setting ..... DRL preference setting

Front Windshield

Wipers ..... Variable intermittent front windshield wipers

Interior Lighting

Illuminated entry ..... Illuminated entry
Variable panel light ..... Variable instrument panel light
Front reading lights ..... Front reading lights
Rear reading lights ..... Rear reading lights

Lights

Running lights ..... Daytime running lights
Interior courtesy lights ..... Fade interior courtesy lights
Clearance lights ..... Cab clearance lights
Perimeter approach lighting ..... Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree ..... SYNC 4 handsfree wireless device connectivity
Smart device integration ..... Smart device wireless mirroring
Emergency SOS ..... SYNC 4 911 Assist emergency SOS system via mobile device

Internet Access

Internet access ..... 5G Modem - Ford Connectivity Package mobile hotspot internet access

USB Ports

USB ports ..... 2 USB ports

Safety and Security

Airbags

Front impact airbag driver ..... Driver front impact airbag
Number of airbags ..... 6 airbags

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Selected Equip & Specs (cont'd)

Front impact airbag passenger ..... Passenger front impact airbag
Front side impact airbag passenger .... Seat mounted side impact front passenger airbag
Front side impact airbag driver .... Seat mounted side impact driver airbag
Overhead airbags . Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

Height adjustable seatbelts .... Front height adjustable seatbelts

Security System

Immobilizer ..... SecuriLock immobilizer
Security system ..... Ford Security Package (1-year included with activation) security system
Remote panic alarm ..... Remote panic alarm

Active Driving Assistance

Lane departure ..... Lane Departure Warning
Forward collision warning .... Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Occupant Safety

Child door locks .. Manual rear child safety door locks

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Prepared for: Ross Jackson
City of Fayetteville
Prepared by: PATRICK HARRINGTON
02/05/2026

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Pricing Summary - Single Vehicle

Vehicle Pricing

	MSRP
Base Vehicle Price	$62,990.00
Options	$350.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$2,595.00
Subtotal	$65,935.00

Pre-Tax Adjustments

Code	Description	MSRP
Fleet Discounts	Fleet & Commercial Discounts	-$1,084.00
GPC	Government Price Concession	-$600.00
Dump	Dump Truck Bed	$16,071.00

9' E-Tipper with Solid sides, Electric over hydraulic pump and motor unit
(2) 36' under body boxes, (2) Amber/Clear strobe lights mounted on the header
LED tail lights
20k Hitch Plate
2-5/16 Pintle and ball combo

Plow	Myers Snow Plow	$9,300.00

Meyers Snow Plow #41670
9' Moldboard with moldboard deflectors
SOS Lot Pro's Chain lift
LED Headlights and turn signals

Total	$89,622.00

Customer Signature

Acceptance Date

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Prepared for: Ross Jackson
City of Fayetteville
Prepared by: PATRICK HARRINGTON
02/05/2026

Randall Ford Inc | 5500 Rogers Ave Fort Smith Arkansas | 729033748

2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Major Equipment

(Based on selected options, shown at right)

10-speed automatic

Exterior: Oxford White

Interior: Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

* 19.5 x 6-inch front and dual rear argent steel wheels
* LT225/70RS19.5 AS BSW front and rear tires
* Front tires LT load rating: G
* Overdrive transmission
* PTO transmission provision
* Lock-up transmission
* Transmission electronic control
* Alternator Amps: 190A
* Stainless steel single exhaust
* Driveline managed traction control
* Battery rating: 750CCA
* HD lead acid battery
* Battery run down protection
* Injection Type: sequential MPI
* Fuel tank capacity: 40.00 gal.
* Auxiliary power take-off
* Steering wheel mounted audio controls
* 8 inch primary display
* AM/FM stereo radio
* AM/FM
* Seek scan
* SYNC 4 external memory control
* Vehicle body length: 265.2"
* Wheelbase: 179.0"
* Cab to axle: 60.0"
* Axle to end of frame: 47.2"
* Axle capacity rear: 13,660 lbs.
* Tire/wheel capacity rear: 15,000 lbs.
* Axle capacity front: 7,000 lbs.
* Spring rating front: 5,600 lbs.
* Firm ride suspension
* Trip computer
* Power door mirrors
* Heated driver and passenger side door mirrors
* Manual folding door mirrors
* DRL preference setting
* Daytime running lights
* Light tinted windows

As Configured Vehicle

	MSRP
STANDARD VEHICLE PRICE	$62,990.00
Order Code 660A	N/C
Engine: 7.3L 2V DEVCT NA PFI V8 Gas	Included
Transmission: TorqShift 10-Speed Automatic	Included
4.88 Axle Ratio	Included
GVWR: 18,000 lbs Payload Package	Included
Tires: 225/70Rx19.5G BSW A/P	Included
Wheels: 19.5" x 6" Argent Painted Steel	Included
HD Vinyl 40/20/40 Split Bench Seat	Included
Monotone Paint Application	STD
179" Wheelbase	STD
Radio: AM/FM Stereo w/MP3 Player	Included
Fleet Customer Powertrain Limited Warranty	N/C
50-State Emissions System	STD
190 Amp Alternator	Included
SYNC 4	Included
Ford Connectivity Package (1-Year Included)	Included
Oxford White	N/C
Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Major Equipment

* Variable intermittent front windshield wipers
* Rear under seat climate control ducts
* Seat mounted side impact driver airbag
* Seat mounted side impact front passenger airbag
* Manual rear child safety door locks
* Fixed rear seats
* Front facing rear seat
* Height adjustable rear seat head restraints
* 3 rear seat head restraints
* 40-20-40 split-bench front seat
* Front passenger seat with 4-way directional controls
* Manual front seat head restraint control
* Front seat center armrest
* Manual reclining driver seat
* Manual reclining passenger seat
* Vinyl front seat upholstery
* Manual driver seat lumbar
* 4-wheel antilock (ABS) brakes
* Hill Start Assist
* Manual climate control
* Driver front impact airbag
* Passenger front impact airbag
* 6 airbags
* SecuriLock immobilizer
* 60-40 folding rear seats
* Fold-up rear seat cushion
* Manual rear seat head restraint control
* Split-bench rear seat
* Driver seat with 4-way directional controls
* Height adjustable front seat head restraints
* Split-bench front seat
* Front seat armrest storage
* Manual driver seat fore/aft control
* Manual passenger seat fore/aft control
* Vinyl front seatback upholstery
* 4-wheel disc brakes
* Brake assist system

As Configured Vehicle

	MSRP
Spare Tire & Wheel	$350.00
6-Ton Hydraulic Jack	Included
SUBTOTAL	$63,340.00
Destination Charge	$2,595.00
TOTAL	**$65,935.00**

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2026 F-550 Chassis 4x4 SD Crew Cab 179" WB DRW XL (W5H)

Price Level: 635 | Quote ID: 2002

Fuel Economy

City		Hwy
N/A		N/A

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Revised equipment added

PH

Patrick Harrington <patrick@randallford.com>
To Jackson, Ross

Reply | Reply All | Forward | ...

Thu 2/5/2026 10:59 AM

If there are problems with how this message is displayed, click here to view it in a web browser.

proposal (99).pdf
615 KB

doc00233420260205105135.pdf
574 KB

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.

Ross,
Like i told you Ford does not build a 19500 gvwr gas truck! It only builds a Reg Cab 145" wheel base truck that you can get the payload upgrade package but it will only allow 19000 gvwr!
Remember you want a 179" wheelbase crew cab truck! I have sent documents supporting my conclusion. Thank you Ross

--
Sincerely,

Patrick Harrington
Randall Ford
Fleet & Commercial Account Manager
479-424-3076 Office Direct
479-806-7282 Cell
patrick@randallford.com

All folders are up to date. Connected to: Microsoft Exchange Display Settings 100%

47°F Mostly sunny 11:21 AM 2/5/2026

Jackson, Ross

From: Padilla, Stacy (S.) <smerrill@ford.com>
Sent: Tuesday, February 10, 2026 9:25 AM
To: Jackson, Ross
Subject: RE: F550 Gas Availability

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, that is correct. Thank you!

From: Jackson, Ross <rjackson@fayetteville-ar.gov>
Sent: Thursday, February 05, 2026 12:47 PM
To: Padilla, Stacy (S.) <smerrill@ford.com>
Subject: RE: F550 Gas Availability

WARNING: This message originated outside of Ford Motor Company
Use caution when opening attachments, clicking links, or responding.

Stacy,

Just for further clarification, this will get a Gas F550 179” WB, DRW, 4x4, Crew Cab with 60” CA to a minimum of 19,500 GVWR correct?

Thank you,

Ross Jackson Jr., CAFM
Fleet Operations Superintendent
Fleet Operations
Public Works Department
City of Fayetteville, Arkansas
479-444-3494
rjackson@fayetteville-ar.gov

From: Padilla, Stacy (S.) <smerrill@ford.com>
Sent: Wednesday, February 4, 2026 4:26 PM
To: Jackson, Ross <rjackson@fayetteville-ar.gov>
Subject: F550 Gas Availability

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.

Ross – below is the response from our truck team on the availability of a gas engine on an F550.

The payload package is available for gas, you just need to also select the 4.88 limited slip rear axle. I used the (68H) payload package.

Please let me know if you need more information than that. Thank you!

Stacy Padilla
Government Sales Manager-South Central, Ford Pro
M: (214) 497-0214
F: (800) 562-8023

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-445

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Terry Gulley, Asst Public Works Director - Ops

FROM: Ross Jackson, Jr., Fleet Operations Superintendent

SUBJECT: **36 North Network Solutions Trailer Bid Award**

RECOMMENDATION:
A resolution to award bid 26-23 and authorize the purchase of standardized low profile trailers from 36 North Network Solutions of Arkansas as needed, through December 31, 2026, at the price of $21,385 per trailer plus any applicable taxes.

BACKGROUND:
In order to get the best pricing and standardize trailers within the City's fleet, Bid 26-23 was solicited 01/25/26. This bid was requested by Fleet Operations to lock in pricing and define the requirements for all low-profile tandem axle trailers for the Water Sewer and Transportation divisions.

DISCUSSION:
The City received (6) responses and the lowest price and complete packet was from 36 North Network Solutions of Fayetteville, Arkansas.

After approval

Fleet is recommending approval of Bid 26-23.

BUDGET/STAFF IMPACT:
Asset replacements are funded within the Fleet Operations annual capital budget.

ATTACHMENTS: 3. Staff Review Form, 4. Bid 26-23, Bid Tab - Final, 5. Bid 26-23, Submittal - 36 North Network Solutions - E, 6. Bid 26-23, Bid Form - Final

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

File #: 2026-445

A RESOLUTION TO AWARD BID 26-23 AND APPROVE THE PURCHASE OF STANDARDIZED LOW PROFILE TRAILERS AS NEEDED WITHIN THE APPROVED BUDGET FOR $21,385.00 PER TRAILER, PLUS ANY APPLICABLE TAXES, FROM 36 NORTH NETWORK SOLUTIONS OF ARKANSAS THROUGH THE END OF 2026

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 26-23 and authorizes the purchase of standardized low profile trailers as needed within the approved budget for $21,385.00 per trailer, plus any applicable taxes, from 36 North Network Solutions of Arkansas through the end of 2026.

City of Fayetteville Staff Review Form

2026-445

Item ID

3/17/2026

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

Ross Jackson	2/23/2026	FLEET OPERATIONS (770)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to award bid 26-23 and authorize the purchase of standardized low profile trailers from 36 North Network Solutions of Arkansas as needed, through December 31, 2026, at the price of $21,385 per trailer plus any applicable taxes.

Budget Impact:

9700.770.1920-5802.00	Shop
Account Number	Fund
Multiple	Multiple
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	18,820,943.00
		Expenses (Actual+Encum)	$	9,025,613.48
		Available Budget	$	**9,795,329.52**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**9,795,329.52**

V20221130

Purchase Order Number: _____ **Previous Ordinance or Resolution #** _____

Change Order Number: _____ **Approval Date:** _____

Original Contract Number: _____

Comments:

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 26-23, Low-Profile Equipment Trailers Rebid

DEADLINE: Thursday, February 19, 2026 at 2:00 PM

			Rejected						Rejected		Rejected		Rejected	
			Premier Trailer Sales LLC		36 North Network Solutions Inc		Trailboss Trailers Inc		Taza Supplies Inc.		Nassau Trading Inc.		Holden Industries, Inc.	
	Total		$19,979.00		**$21,385.00**		$22,500.00		$22,672.25		$23,689.00		$23,878.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	**Low-Profile Equipment Trailer**	1	EA	$19,979.00	$19,979.00	**$21,385.00**	$21,385.00	$22,500.00	$22,500.00	$22,672.25	$22,672.25	$23,689.00	$23,689.00	$23,878.00	$23,878.00

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

Trevel Young, Procurement Agent

Kenny Fitch, Sr. Procurement Agent

Bid 26-23
36 North Network Solutions
Supplier Response

Event Information

Number: Bid 26-23
Title: Low-Profile Equipment Trailers Rebid
Type: Invitation to Bid
Issue Date: 1/25/2026
Deadline: 2/19/2026 02:00 PM (CT)
Notes: The City of Fayetteville is seeking bids from qualified vendors for the purchase of low-profile equipment trailers on an as needed basis throughout 2026. Any questions concerning the bidding process should be addressed to Trevel Young, City of Fayetteville Procurement Agent, at tyoung@fayetteville-ar.gov or by calling (479)575-8289.

Contact Information

Contact: Trevel Young
Address: Procurement
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Phone: 1 (479) 575 8289
Email: tyoung@fayetteville-ar.gov

36 North Network Solutions Information

Contact: Adam DeLancey
Address: 911 Beav O Rama Road
Fayetteville, AR 72703
Phone: (479) 502-7953
Email: adam.delancey@36nns.com
Web Address: https://the36north.com/

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

Adam DeLancey
Signature

adam.delancey@36nns.com
Email

Submitted at 2/17/2026 03:54:07 PM (CT)

Supplier Note

The trailers we are sourcing are manufactured in Arkansas by a long-standing, veteran- and family-owned company with a strong reputation for quality and reliability.

Requested Attachments

Drawing and Specification Requirement — Trailer drawing.pdf

Bidder shall upload and submit a dimensioned drawing of the proposed trailer with their bid response. The drawing shall represent the trailer configuration being offered and demonstrate compliance with all requirements in this specification.

Bid Attributes

1 **Arkansas Secretary of State Filing Number:**

811526868

2 **Check Yes or No:**

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

☑ Yes
☐ No

3 **Check Yes or No:**

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

☑ Yes
☐ No

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
5	**Name of Firm** 36 North Network Solutions LLC
6	**D/B/A or Corporation Name** 36 North
7	**Tax ID Number** 332548546
8	**Business Address** 911 Beav O Rama Road Fayetteville, Arkansas 72703
9	**Contact Phone Number and Email Address** 479-502-1603 adam.delancey@36nns.com
10	**Submitter's Name & Title** Adam DeLancey Co-Owner
11	**Conflict of Interest** 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. no conflict of interest
12	**If a conflict exists, please explain** *No response*

13 **Specification Acknowledgement:**

Bidder shall certify whether or not the proposed product meets or exceeds the following specifications:

- Trailer shall be a minimum of 102” wide.
- Trailer shall be 18’ plus a 3-foot dovetail with metal cleats, for a **maximum** overall length of 21’
- Trailer shall be equipped with a 10” frame, or larger.
- Trailer shall be equipped with a 16” square-tubing top rail in front of the fenders, with the tubing positioned 13” above the bed height and the remainder below the bed height, and the top rail constructed of 3” square tubing.
- Trailer floor shall be made from either pine or oak.
- Trailer shall be equipped with two (2) 10,000lbs oil bath torsion axles with 82” between the fenders.
- Trailer shall be equipped with a hubometer mounted on the rear axle, street side (not curbside).
- Trailer shall be equipped with a **minimum** of 16-ply tires and include a spare, and if the spare tire is mounted horizontally, it shall also include a water drain hole.
- Trailers shall be compatible with and capable of being safely towed by 1-1/2-ton work trucks under normal operating conditions.
- Trailer shall be equipped with a minimum of 3/16” no slip drive over fenders.
- Trailer shall be equipped with two (2) 60” heavy-duty stand-up ramps with spring assist.
- Trailer shall be equipped with six at least (6) EA D-rings, four (4) in front of the fenders and two (2) behind the fenders.
- Trailer shall be equipped with rub rails and stake pockets.
- Trailer shall be equipped with LED lights, including reverse lights, with enclosed wiring, and scotch locks shall not be used in any form.
- Trailer shall be equipped with two (2) 12,000lbs jacks.
- Trailer shall be equipped with an adjustable pintle hitch and a flat plate.

☑ All specifications met or exceeded.

☐ Specifications not met.

14 **If the proposed product does not meet or exceed the specifications as listed, please indicate which specifications are not met and why.**

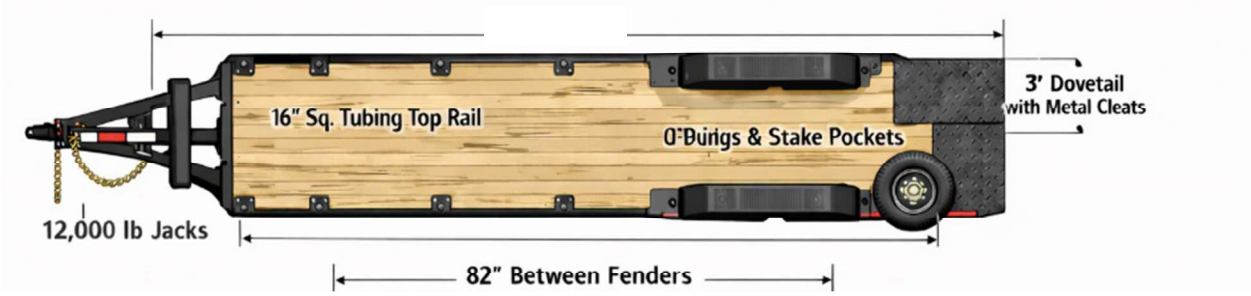
All specifications are meet. The trailer will be custom built to order in Arkansas by a well established trailer manufacture.

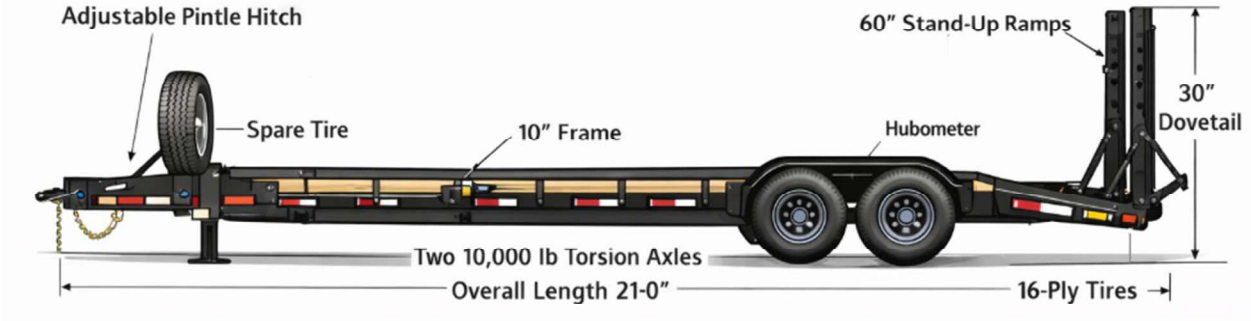
Bid Lines

1 Low-Profile Equipment Trailer

Quantity: 1 UOM: EA Price: $21,385.00 Total: $21,385.00

Response Total: $21,385.00


16" Sq. Tubing Top Rail
D-Rings & Stake Pockets
3' Dovetail
with Metal Cleats
12,000 lb Jacks
82" Between Fenders


Adjustable Pintle Hitch
60" Stand-Up Ramps
30"
Dovetail
Spare Tire
10" Frame
Hubometer
Two 10,000 lb Torsion Axles
Overall Length 21-0"
16-Ply Tires

City of Fayetteville, Arkansas
Procurement Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 26-23, Low-Profile Equipment Trailers Rebid

DEADLINE: Thursday, February 19, 2026, before 2:00 PM, Local Time

PROCUREMENT AGENT: Trevel Young, tyoung@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 1/25/2026

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 Procurement Division. Submitting through the City's electronic bidding platform is strongly encouraged.

City of Fayetteville
Procurement 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 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 Procurement Director.

City of Fayetteville, Arkansas
INVITATION TO BID
Low-Profile Equipment Trailers

The City of Fayetteville is seeking bids from qualified vendors for the purchase of low-profile equipment trailers on an as needed basis throughout 2026. Any questions concerning the bidding process should be addressed to Trevel Young, City of Fayetteville Procurement Agent, at tyoung@fayetteville-ar.gov or by calling (479)575-8289.

Bidding documents, plans, plan holders, 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, February 19, 2026, before 2:00 PM,** local time utilizing the electronic bidding software, which is strongly encouraged, or by submitting a sealed physical bid prior to the stated time. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed on Zoom. The City shall not be responsible for lost or misdirected bids, or for failure of bidders' technical equipment.

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 must be registered with the Arkansas Secretary of State by the bid award. The City 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: Trevel Young, Procurement Agent
479.575.8289
tyoung@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 1/25/2026
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $149.15

EXECUTION OF BID -

This bid shall be completed in full, executed, and submitted by an authorized agent of the bidder. All bids shall provide responses to items in the following categories utilizing the online bidding portal or the physical bid form obtained via the online bidding portal:

- Attributes
- Line Items

Actual specification of any deficient item shall be noted on a separate attachment or as a note in the Line Item section of the online bidding portal. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

If submitting a physical bid is preferred, please contact the Procurement Division at (479) 575-8256.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online or delivering a sealed, labeled envelope containing the Bid Invitation document obtained via the online portal to the City of Fayetteville Procurement Division.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Procurement 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 submitting this Bid, the bidder certifies that:

1. Bidder has read and agrees to the requirements set forth in this bid, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.

2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.

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

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

5. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.

6. The Bidder certifies they are an officer of this organization, or have attached a letter of authorization, and they are duly authorized to certify the information provided herein is accurate and true.

7. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.

8. Bidder 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, when applicable.

9. The bidder certifies they are not presently debarred or suspended, and they are in compliance with the below Federal Executive Order:

    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. Bidder certifies that neither bidder or principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

END OF BIDDING INSTRUCTIONS

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 Procurement Division.

   c. Bidding documents and addenda shall be obtained at the City of Fayetteville Procurement 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. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed on zoom. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of bidder's technical equipment.

   d. The City will not be responsible for misdirected physical bids. Bidder should call the Procurement 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. Bidder'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 Procurement Division Office or electronic clock located in the City's third-party bidding software.

   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 Procurement 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 Procurement Division. In the event a similar product does not meet the required specifications, a substitution request for an approved equal may be submitted to the Procurement Division for review. 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 Trevel Young, City Procurement 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. WITHDRAWL OF BID:

A bid may be withdrawn prior to the time set for the bid submittal, based on a written request from an authorized representative of the firm; however, a bid shall not be withdrawn after the time set for the bid unless approved by the Procurement Division.

8. LATE BID OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Procurement Division at (479) 575-8256 to ensure receipt of their submittal documents prior to opening time and date listed.

9. CONSTITUTIONAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all constitutional, state, and federal directives, orders and laws as applicable to this bid and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this bid. Eligible Users shall mean all state of Arkansas agencies, legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

The Bidder, by affixing his or her signature to this bid , 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 bid for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.”

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

a. The City of Fayetteville reserves the privilege of auditing a Contractor’s records as such records relating to purchases between the City and said Contractor.

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. INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for bid apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by bidders prior to submitting a bid on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Procurement 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 Procurement 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.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

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 Contractor of such occurrence and contract shall terminate the last day of the current fiscal period without penalty or expense to the City.

19. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a bid to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the Contractor 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 bids, 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 bid , 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 Procurement 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 bid , 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 bid, 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 Procurement 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. CERTIFICATE OF INSURANCE:

The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: $1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

26. PRICING:

a. The City reserves the right to re-evaluate bidders in their standing in the event of a price increase.

27. 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 Proposer in responding to this request for bid 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 Proposer for any expenses incurred, regardless of whether or not the bid 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. Any uncertainties shall be brought to the attention to Trevel Young immediately via telephone (479.575.8289) or e-mail (tyoung@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Procurement 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. No oral interpretation or clarifications will be given as to the meaning of any part of this request for bid. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

j. Any information provided herein is intended to assist the bidder to properly respond to this bid. The bid is designed to provide qualified Bidders with sufficient basic information to submit the bid 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.

28. INVOICING: All invoices shall be presented to the City with the minimum information listed below.
    a. City Department that ordered the materials or services
    b. Order Date
    c. Delivery date or the date of services
    d. Name of the City Employee that requested or picked up the goods, materials, or service
    e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

29. ATTACHMENTS TO BID DOCUMENTS:
    Appendix A: Technical Specifications

BIDDING REQUIREMENTS:

- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.
- All unit(s) bid shall meet or exceed the minimum requirements, or they will be deemed incomplete and will not be considered for bid award.

1. GENERAL –
   - 1.1 It is the intent of the following specifications to describe a low-profile equipment trailer. The City of Fayetteville intends to purchase trailers on an as needed basis throughout 2026. Pricing shall remain firm through December 31st, 2026.
   - 1.2 This bid is for equipment only.
   - 1.3 All specifications are written to minimums, unless otherwise noted.
   - 1.4 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
   - 1.5 Trailer shall be delivered **no later than six (6) months** from the date the Purchase Order is issued. **Earlier delivery is acceptable.**

2. MANUFACTURER/MODEL –
   - 2.1 Trailer shall be a minimum of 102” wide.
   - 2.2 Trailer shall be 18’ plus a 3-foot dovetail with metal cleats, for a **maximum** overall length of 21’
   - 2.3 Trailer shall be equipped with a 10” frame, or larger.
   - 2.4 Trailer shall be equipped with a 16” square-tubing top rail in front of the fenders, with the tubing positioned 13” above the bed height and the remainder below the bed height, and the top rail constructed of 3” square tubing.
   - 2.5 Trailer floor shall be made from either pine or oak.
   - 2.6 Trailer shall be equipped with two (2) 10,000lbs oil bath torsion axles with 82” between the fenders.
   - 2.7 Trailer shall be equipped with a hubometer mounted on the rear axle, street side (not curbside).
   - 2.8 Trailer shall be equipped with a **minimum** of 16-ply tires and include a spare, and if the spare tire is mounted horizontally, it shall also include a water drain hole.
   - 2.9 Trailers shall be compatible with and capable of being safely towed by 1-1/2-ton work trucks under normal operating conditions.
   - 2.10 Trailer shall be equipped with a minimum of 3/16” no slip drive over fenders.
   - 2.11 Trailer shall be equipped with two (2) 60” heavy-duty stand-up ramps with spring assist.
   - 2.12 Trailer shall be equipped with six at least (6) EA D-rings, four (4) in front of the fenders and two (2) behind the fenders.
   - 2.13 Trailer shall be equipped with rub rails and stake pockets.
   - 2.14 Trailer shall be equipped with LED lights, including reverse lights, with enclosed wiring, and scotch locks shall not be used in any form.
   - 2.15 Trailer shall be equipped with two (2) 12,000lbs jacks.
   - 2.16 Trailer shall be equipped with an adjustable pintle hitch and a flat plate.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-487

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

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

FROM: Jared Rabren, Airport Director

SUBJECT: **Drake Field - Garver LLC Master Agreement & Task Order 01**

RECOMMENDATION:
Staff requests review and signature of a *Master Agreement for Professional Services* (MSA) with Garver, LLC to provide on-call aviation engineering services, pursuant to RFQ 25-26, for a one-year term with four automatic one-year renewals, and review and signature of *Task Order 01* for on-call services by the consultant not to exceed $20,000 per annum.

BACKGROUND:
In order to qualify for *Airport Improvement Program* (AIP) grants, the Federal Aviation Administration (FAA) requires airports to contract with an airport engineering consultant for engineering services related to these federally funded projects. Specific projects assigned to the engineer are issued as Task Orders to be approved individually, contingent upon available funding and budget approval.

DISCUSSION:
The Purchasing Division advertised a *Request for Statement of Qualifications* for RFQ 25-26. Garver was selected as the most qualified engineering firm and entered into contract negotiations shortly thereafter.

BUDGET/STAFF IMPACT:
The MSA has no budget impact. Task Order 01 commits up to $20,000 per annum from the Airport Fund Balance that may be reimbursable by grants as project formulation costs if they are part of an approved, grant-funded project.

ATTACHMENTS: 3. Staff Review Form, 4. FYV MSA, 5. FYV Task Order 01

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

File #: 2026-487

A RESOLUTION TO AUTHORIZE A CONTRACT WITH GARVER, LLC, PURSUANT TO RFQ 25-26, TO PROVIDE ON-CALL AVIATION ENGINEERING SERVICES FOR A PERIOD OF ONE YEAR WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL ONE YEAR TERMS, AND TO APPROVE TASK ORDER 1 IN AN AMOUNT NOT TO EXCEED $20,000.00 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 authorizes a contract with Garver, LLC, pursuant to RFQ 25-26, to provide on-call aviation engineering services for a period of one year with automatic renewals for up to four additional one year terms, and approves Task Order 1 in an amount not to exceed $20,000.00 per year.

City of Fayetteville Staff Review Form

2026-487

Item ID

3/17/2026

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

Jared Rabren	2/24/2026	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff requests review and signature of a Master Agreement for Professional Services (MSA) with Garver, LLC to provide on-call aviation engineering services for a one-year term with four automatic one-year renewals, and review and signature of Task Order 01 for on-call services by the consultant not to exceed $20,000 per annum.

Budget Impact:

5550.760.3960-5860.02	AIRPORT FUND
Account Number	Fund
15029	Airport Engineering Consultant Services
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	20,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	**$**	**20,000.00**
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**20,000.00**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Master Agreement
For
Professional Services

City of Fayetteville, Arkansas

Project No. 2501881

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THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made as of the Effective Date by and between the **City of Fayetteville, Arkansas** (hereinafter referred to as "**Owner**"), and **Garver, LLC** (hereinafter referred to as "**Garver**"). Owner and Garver may individually be referred to herein after as a "**Party**" and/or "**Parties**" respectively.

RECITALS

WHEREAS, Owner is in need of certain professional Services as further set forth in the applicable Work Order.

WHEREAS, Garver will provide professional Services as further described herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

In addition to other defined terms used throughout this Agreement, when used herein, the following capitalized terms have the meaning specified in this Section:

"Effective Date" means the date last set forth in the signature lines below.

"Damages" means any and all damages, liabilities, or costs (including reasonable attorneys' fees recoverable under applicable law).

"Hazardous Materials" means any substance that, under applicable law, is considered to be hazardous or toxic or is or may be required to be remediated, including: (i) any petroleum or petroleum products, radioactive materials, asbestos in any form that is or could become friable, (ii) any chemicals, materials or substances which are now or hereafter become defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," "extremely hazardous wastes," "restricted hazardous wastes," "toxic substances," "toxic pollutants," or any words of similar import pursuant to applicable law; or (iii) any other chemical, material, substance or waste, exposure to which is now or hereafter prohibited, limited or regulated by any governmental instrumentality, or which may be the subject of liability for damages, costs or remediation.

"Personnel" means affiliates, directors, officers, partners, members, employees, and agents.

"Work Order" means a document executed by both Parties reflecting Owner's request for professional Services in the form of Exhibit A.

2. SCOPE OF SERVICES

2.1. Services. Owner hereby engages Garver to perform the scope of service requested by Owner under a Work Order(s) (the "**Services**"). Execution of the applicable Work Order by Owner constitutes Owner's written authorization to proceed with the Services set forth in such Work Order. In consideration for such Services, Owner agrees to pay Garver in accordance with Section 3 below.

3. PAYMENT

3.1. Fee. For the Services described under Section 2.1, Owner will pay Garver in accordance with this Section 3 and the applicable Work Order. Owner represents that funding sources necessary to pay Garver in accordance with the terms of this Agreement will be in place prior to execution of the applicable Work Order.

3.2. Invoicing Statements. Garver shall invoice Owner on a monthly basis. Such invoice shall include supporting documentation reasonably necessary for Owner to know with reasonable certainty the proportion of Services accomplished. The Owner's terms and conditions set forth in a purchase order (or any similar document) are expressly rejected.

3.3. Payment.

3.3.1. Due Date. Owner shall pay Garver all undisputed amounts thirty (30) days after receipt of an invoice. Owner shall provide notice in writing of any portion of an invoice that is disputed in good faith within fifteen (15) days of receipt of an invoice. Garver shall promptly work to resolve any and all items identified by Owner relating to the disputed invoice. All disputed portions shall be paid promptly upon resolution of the underlying dispute.

3.3.2. If any undisputed payment due Garver under this Agreement is not received within forty-five (45) days from the date of an invoice, Garver may elect to suspend Services under this Agreement without penalty.

3.3.3. Payments due and owing that are not received within thirty (30) days of an invoice date will be subject to interest at the lesser of a one percent (1%) monthly interest charge (compounded) or the highest interest rate permitted by applicable law.

4. AMENDMENTS

4.1. Amendments. Garver shall be entitled to an equitable adjustment in the cost and/or schedule for circumstances outside the reasonable control of Garver, including modifications in the scope of Services, applicable law, codes, or standards after the Effective Date ("**Amendment**"). As soon as reasonably possible, Garver shall forward a formal Amendment, in the form set forth in Exhibit C, to Owner with backup supporting the Amendment. All Amendments should include, to the extent known and available under the circumstances, documentation sufficient to enable Owner to determine: (i) the factors necessitating the possibility of a change; (ii) the impact which the change is likely to have on the cost to perform the Services; and (iii) the impact which the change is likely to have on the schedule. All Amendments shall be effective only after being signed by the designated representatives of both Parties. Garver shall have no obligation to perform any additional work created by such Amendment until a mutually agreeable Amendment is executed by both Parties.

5. OWNER'S RESPONSIBILITIES

5.1. Owner's responsibilities shall include the following:

5.1.1. Those responsibilities set forth in the applicable Work Order.

5.1.2. Pay Garver in accordance with Section 3 and the applicable Work Order.

5.1.3. Owner shall be responsible for all requirements and instructions that it furnishes to Garver pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Garver pursuant to this Agreement. Garver may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items as further set forth in the applicable Work Order.

5.1.4. Owner shall give prompt written notice to Garver whenever Owner observes or otherwise becomes aware of the presence at the project site of any Hazardous Materials or any relevant, material defect, or nonconformance in: (i) the Services; (ii) the performance by any contractor providing or otherwise performing construction services related to the Work Order; or (iii) Owner's performance of its responsibilities under this Agreement.

5.1.5. Owner shall include "Garver, LLC" as an indemnified party under the contractor's indemnity obligations included in the construction contract documents, if any.

5.1.6. Owner will not directly or indirectly solicit any of Garver's Personnel during performance of this Agreement and for a period of one (1) year beyond completion of this Agreement.

6. GENERAL REQUIREMENTS

6.1. Standards of Performance.

6.1.1. Industry Practice. Garver shall perform any and all Services required herein in accordance with generally accepted practices and standards employed by the applicable United States professional services industries as of the Effective Date practicing under similar conditions and locale. Such generally accepted practices and standards are not intended to be limited to the optimum practices, methods, techniques, or standards to the exclusion of all others, but rather to a spectrum of reasonable and prudent practices employed by the United States professional services industry.

6.1.2. Owner shall not be responsible for discovering deficiencies in the technical accuracy of Garver's services. Garver shall promptly correct deficiencies in technical accuracy without the need for an Amendment unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

6.1.3. On -site Services. Garver and its representatives shall comply with Owner's and its separate contractor's project specific safety programs, which have been provided to Garver in writing in advance of any site visits.

6.1.4. Relied Upon Information: Garver may use or rely upon design elements and information ordinarily or customarily furnished by others including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

6.1.5. Aside from Garver's direct subconsultants, Garver shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Garver have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any such contractor, or the safety precautions and programs incident thereto, for security or safety at the project site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's services. Garver shall not be responsible for the acts or omissions of any contractor for whom it

does not have a direct contract. Garver neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the construction contract documents applicable to the contractor's work, even when Garver is performing construction phase services.

6.1.6. Garver is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, research, or enforcement of construction insurance or surety bonding requirements. Garver's Services expressly do not include providing advice pertaining to insurance, legal, finance, surety-bonding, or similar services. In no event is Garver acting as a "municipal advisor" as set forth in the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission.

6.2. Instruments of Service.

6.2.1. Deliverables. All reports, specifications, record drawings, models, data, and all other information provided by Garver or its subconsultants, which is required to be delivered to Owner under the applicable Work Order (the "**Deliverables**"), shall become the property of Owner subject to the terms and conditions stated herein.

6.2.2. Electronic Media. Owner hereby agrees that all electronic media, including CADD files ("**Electronic Media**"), are tools used solely for the preparation of the Deliverables. Upon Owner's written request, Garver will furnish to Owner copies of Electronic Media to the extent included as part of the Services. In the event of an inconsistency or conflict in the content between the Deliverables and the Electronic Media, however, the Deliverables shall take precedence in all respects. Electronic Media is furnished without guarantee of compatibility with the Owner's software or hardware. Because Electronic Media can be altered, either intentionally or unintentionally, by transcription, machine error, environmental factors, or by operators, it is agreed that, to the extent permitted by applicable law, Owner shall indemnify and hold Garver, Garver's subconsultants, and their Personnel harmless from and against any and all claims, liabilities, damages, losses, and costs, including, but not limited to, costs of defense arising out of changes or modifications to the Electronic Media form in Owner's possession or released to others by Owner. Garver's sole responsibility and liability for Electronic Media is to furnish a replacement for any non-functioning Electronic Media for reasons solely attributable to Garver within thirty (30) days after delivery to Owner.

6.2.3. Property Rights. All property rights of a Party, including copyright, patent, and reuse ("**Intellectual Property**"), shall remain the Intellectual Property of that Party. Garver shall obtain all necessary Intellectual Property from any necessary third parties in order to execute the Services. Any Intellectual Property of Garver or any third party embedded in the Deliverables shall remain so embedded and may not be separated therefrom.

6.2.4. Third Party Terms and Conditions. Owner and its separate consultant(s) and/or contractor(s) shall abide by applicable third-party terms and conditions in the use of Deliverables and Intellectual Property, which may include gateways, links or other functionality that allows Owner to access third-party services, content, and material. Garver does not supply and is not responsible for any third-party services, content, or material, which may be subject to their own license, end-user agreements, privacy and security policies and terms of use. ALL THIRD-PARTY SERVICES, CONTENT, AND MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND FROM GARVER AND GARVER MAKES NO OTHER

REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. GARVER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. SUBJECT TO THE TERMS OF THIS AGREEMENT, GARVER DOES NOT WARRANT THAT THE THIRD-PARTY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE CONTENT WILL BE SECURE BEYOND ANY POSSIBLE THREAT.

6.2.5. THIR D-PARTY CLAIMS FOR INFRINGEMENT. Should Deliverables become, or be likely to become in Garver's reasonable opinion, the subject of any claim that infringes, violates, or constitutes a wrongful use of intellectual property rights, Garver will, at its sole option: (i) procure for Owner the necessary rights to continue to use the infringing material, or (ii) replace or modify the potentially infringing material to make them non-infringing, but functionally equivalent. If Garver determines that none of these options are reasonably available, then Garver may refund any prepaid and unused fees.

6.2.5.1. Exclusions. Garver has no obligation to the extent a claim arises from: Garver's compliance with Owner's specifications; a combination of the Services with other technology or aspects where the infringement would not occur but for the combination; Owner data; or technology or aspects not provided by Garver. THIS SECTION CONTAINS CLIENT'S EXCLUSIVE REMEDIES AND GARVER'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT.

6.2.6. License. Upon Owner fulfilling its payment obligations under this Agreement, Garver hereby grants Owner a license to use the Intellectual Property, but only in the operation and maintenance of the project for which it was provided. Use of such Intellectual Property for modification, extension, or expansion of the project or on any other project, unless under the direction of Garver, shall be without liability to Garver and Garver's subconsultants.

6.2.7. Notwithstanding any provision to the contrary, Garver may utilize Deliverables, Electronic Media and Intellectual Property in third-party technology products for generative AI queries and other legitimate corporate purposes.

6.3. Opinions of Cost.

6.3.1. Since Garver has no control over: (i) the cost of labor, materials, equipment, or services furnished by others; (ii) the contractor or its subcontractor(s)' methods of determining prices; (iii) competitive bidding; (iv) market conditions; or (v) similar material factors, Garver's opinions of project costs or construction costs provided pursuant to the applicable Work Order, if any, are to be made on the basis of Garver's experience and qualifications and represent Garver's reasonable judgment as an experienced and qualified professional engineering firm, familiar with the construction industry. Garver cannot and does not guarantee that proposals, bids, or actual project or construction costs will not vary from estimates prepared by Garver.

6.3.2. Owner understands that the construction cost estimates developed by Garver do not establish a limit for the construction contract amount. If the actual amount of the low construction bid or resulting construction contract exceeds the construction budget established by Owner, Garver will not be required to re-design the Services without additional compensation. In the event Owner requires greater assurances as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

6.4. Underground Utilities. Except to the extent expressly included as part of the Services, Garver will not provide research regarding utilities or survey utilities located and marked by their owners. Furthermore, since many utility companies typically will not locate and mark their underground facilities prior to notice of excavation, Garver is not responsible for knowing whether underground utilities are present or knowing the exact location of such utilities for design and cost estimating purposes. In no event is Garver responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to this Agreement.

6.5. Design without Construction Phase Services.

6.5.1. Garver shall be responsible only for those construction phase Services expressly set forth in a Work Order, if any. With the exception of such expressly required Services, Garver shall have no responsibility or liability for any additional construction phase services, including review and approval of payment applications, design, shop drawing review, or other obligations during construction. Owner assumes all responsibility for interpretation of the construction contract documents and for construction observation and supervision and waives any claims against Garver that may be in any way connected thereto.

6.5.2. If the Owner requests in writing that Garver provide any specific construction phase services or assistance with resolving disputes or other subcontractor related issues, and if Garver agrees to provide such services, then Garver shall be compensated for the work as an Amendment in accordance with Sections 4 and 10.2.

6.6. Hazardous Materials. Nothing in this Agreement shall be construed or interpreted as requiring Garver to assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any Hazardous Materials.

6.7. Confidentiality. Owner and Garver shall consider: (i) all information provided by the other Party that is marked as “Confidential Information” or “Proprietary Information” or identified as confidential pursuant to this Section 6.7 in writing promptly after being disclosed verbally; and (ii) all documents resulting from Garver’s performance of Services to be Confidential Information. Except as legally required, Confidential Information shall not be discussed with or transmitted to any third parties, except on a “need to know basis” with equal or greater confidentiality protection or written consent of the disclosing Party. Confidential Information shall not include and nothing herein shall limit either Party’s right to disclose any information provided hereunder which: (i) was or becomes generally available to the public, other than as a result of a disclosure by the receiving Party or its Personnel; (ii) was or becomes available to the receiving Party or its representatives on a non-confidential basis, provided that the source of the information is not bound by a confidentiality agreement or otherwise prohibited from transmitting such information by a contractual, legal, or fiduciary duty; (iii) was independently developed by the receiving Party without the use of any Confidential Information of the disclosing Party; or (iv) is required to be disclosed by applicable law or a court order. All confidentiality obligations hereunder shall expire three (3) years after completion of the Services.

7. INSURANCE

7.1. Insurance.

7.1.1. Garver shall procure and maintain insurance as set forth in Exhibit B until completion of the Service.

7.1.2. Garver shall name Owner as an additional insured on Garver's General Liability policy to the extent of Garver's indemnity obligations provided in Section 9 of this Agreement.

7.1.3. Upon request, Garver shall furnish Owner a certificate of insurance evidencing the insurance coverages required in Exhibit B.

8. DOCUMENTS

8.1. Audit. Garver will retain all pertinent records for a period of three (3) years beyond completion of the Services. Owner may have access to such records during normal business hours with three (3) business days advanced written notice. In no event shall Owner be entitled to audit the makeup of lump sum or other fixed prices (e.g., agreed upon unit or hour rates).

8.2. Delivery. After completion of the Services, and prior to final payment, Garver shall deliver to the Owner all Deliverables required under the applicable Work Order.

9. INDEMNIFICATION / WAIVERS

9.1. Indemnification.

9.1.1. Garver Indemnity. Subject to the limitations of liability set forth in Section 9.2, Garver agrees to indemnify and hold Owner, and Owner's Personnel harmless from Damages due to bodily injury (including death) or third-party tangible property damage to the extent such Damages are caused by the negligent acts, errors, or omissions of Garver or any other party for whom Garver is legally liable, in the performance of the Services under this Agreement.

9.1.2. In the event claims or Damages are found to be caused by the joint or concurrent negligence of Garver and the Owner, they shall be borne by each Party in proportion to its own negligence. This provision does not operate as a waiver of the Owner's sovereign immunity.

9.2. Waivers. Notwithstanding any other provision to the contrary, the Parties agree as follows:

9.2.1. The Parties agree that any claim or suit for Damages made or filed against the other Party will be made or filed solely against Garver or Owner respectively, or their successors or assigns, and that no Personnel shall be personally liable for Damages under any circumstances.

9.2.2. Mutual Waiver. To the fullest extent permitted by law, neither Owner, Garver, nor their respective Personnel shall be liable for any consequential, special, incidental, indirect, punitive, or exemplary damages, or damages arising from or in connection with loss of use, loss of revenue or profit (actual or anticipated), loss by reason of shutdown or non-operation, increased cost of construction, cost of capital, cost of replacement power or customer claims, and Owner hereby releases Garver, and Garver releases Owner, from any such liability.

9.2.3. Limitation. In recognition of the relative risks and benefits of the Work Order to both the Owner and Garver, the total aggregate liability of Garver and its Personnel arising out of or relating to this Agreement or the Services shall be limited as follows: (i) for Damages to the extent covered by the insurance Garver is required to maintain under this Agreement, Garver's liability shall not exceed the applicable required policy limits set

forth in Exhibit B; and (ii) for Damages to the extent not covered by such required insurance, Garver's total aggregate liability shall not exceed two (2) times the total fee paid or payable to Garver as set forth in the applicable Work Order giving rise to the liability.

9.2.4. No Other Warranties. No other warranties or causes of action of any kind, whether statutory, express or implied (including all warranties of merchantability and fitness for a particular purpose and all warranties arising from course of dealing or usage of trade) shall apply. Owner's exclusive remedies and Garver's only obligations arising out of or in connection with defective Services (patent, latent or otherwise), whether based in contract, in tort (including negligence and strict liability), or otherwise, shall be those stated in the Agreement.

9.2.5. The limitations set forth in Section 9.2 apply regardless of whether the claim is based in contract, tort, or negligence including gross negligence, strict liability, warranty, indemnity, error and omission, or any other cause whatsoever.

10. DISPUTE RESOLUTION

10.1. Any controversy or claim ("**Dispute**") arising out of or relating to this Agreement or the breach thereof shall be resolved in accordance with the following:

10.1.1. Any Dispute that cannot be resolved by the project managers of Owner and Garver may, at the request of either Party, be referred to the senior management of each Party. If the senior management of the Parties cannot resolve the Dispute within thirty (30) days after such request for referral, then either Party may request mediation. If both Parties agree to mediation, it shall be scheduled at a mutually agreeable time and place with a mediator agreed to by the Parties. Should mediation fail, should either Party refuse to participate in mediation, or should the scheduling of mediation be impractical, either Party may file for arbitration in lieu of litigation.

10.1.2. The Owner does not waive its right to trial by jury. Venue for all legal disputes shall be Washington County, Arkansas.

10.1.3. Pursuant to Arkansas Code Annotated § 16-22-308, the prevailing Party shall be entitled to recover its attorneys' fees, costs, and expenses.

10.2. Litigation Assistance. This Agreement does not include costs of Garver for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by Owner, unless litigation assistance has been expressly included as part of Services. In the event Owner requests such services of Garver, this Agreement shall be amended in writing by both Owner and Garver to account for the additional services and resulting cost in accordance with Section 4.

11. TERMINATION

11.1. Termination for Convenience. Owner shall have the right at its sole discretion to terminate this Agreement for convenience at any time upon giving Garver ten (10) days' written notice. In the event of a termination for convenience, Garver shall bring any ongoing Services to an orderly cessation. Owner shall compensate Garver in accordance with the applicable Work Order for: (i) all Services performed and reasonable costs incurred by Garver on or before Garver's receipt of the termination notice, including all outstanding and unpaid invoices, (ii) all costs reasonably

incurred to bring such Services to an orderly cessation; and (iii) a cancellation fee equal to five percent (5%) of the value of the unperformed Services as a direct result of the termination.

11.2. Termination for Cause. This Agreement may be terminated by either Party in the event of failure by the other Party to perform any material obligation in accordance with the terms hereof. Prior to termination of this Agreement for cause, the terminating Party shall provide at least seven (7) business days written notice and a reasonable opportunity to cure to the non-performing Party. In all events of termination for cause due to an event of default by the Owner, Owner shall pay Garver for all Services properly performed prior to such termination in accordance with the terms, conditions and rates set forth in this Agreement.

11.3. Termination in the Event of Bankruptcy. Either Party may terminate this Agreement immediately upon notice to the other Party, and without incurring any liability, if the non-terminating Party has: (i) been adjudicated bankrupt; (ii) filed a voluntary petition in bankruptcy or had an involuntary petition filed against it in bankruptcy; (iii) made an assignment for the benefit of creditors; (iv) had a trustee or receiver appointed for it; (v) becomes insolvent; or (vi) any part of its property is put under receivership.

12. MISCELLANEOUS

12.1. Governing Law. This Agreement is governed by the laws of the State of Arkansas, without regard to its choice of law provisions.

12.2. Successors and Assigns. Owner and Garver each bind themselves and their successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement; neither Owner nor Garver shall assign, sublet, or transfer their interest in this Agreement without the written consent of the other, which shall not be unreasonably withheld or delayed.

12.3. Independent Contractor. Garver is and at all times shall be deemed an independent contractor in the performance of the Services under this Agreement.

12.4. No Third-Party Beneficiaries. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Owner and Garver. This Agreement does not contemplate any third-party beneficiaries.

12.5. Entire Agreement. This Agreement constitutes the entire agreement between Owner and Garver and supersedes all prior written or oral understandings and shall be interpreted as having been drafted by both Parties. This Agreement may be amended, supplemented, or modified only in writing by and executed by both Parties.

12.6. Severance. The illegality, unenforceability, or occurrence of any other event rendering a portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision of this Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

12.7. Counterpart Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together constitute one Agreement. Delivery of an executed counterpart of this Agreement by fax or transmitted electronically in legible form, shall be equally effective as delivery of a manually executed counterpart of this Agreement.

13. EXHIBITS

13.1. The following Exhibits are attached to and made a part of this Agreement:

Exhibit A – Form of Work Order
Exhibit B – Insurance
Exhibit C – Form of Amendment
Exhibit D – RFQ 25-26: Aviation Engineering Services
Exhibit E – Certification of Engineer
Exhibit F – Mandatory Federal Contract Provisions For Professional Services Contracts

Owner and Garver, by signing this Agreement, acknowledges that they have independently assured themselves and confirms that they individually have examined all Exhibits, and agrees that all of the aforesaid Exhibits shall be considered a part of this Agreement and agrees to be bound to the terms, provisions, and other requirements thereof, unless specifically excluded.

Acceptance of this proposed Agreement is indicated by an authorized agent of the Owner signing in the space provided below. Please return one signed original of this Agreement to Garver for our records.

IN WITNESS WHEREOF, Owner and Garver have executed this Agreement effective as of the date last written below.

City of Fayetteville, Arkansas	Garver, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Blake Roberson *Printed Name*
Title: _____	Title Vice President
Date: _____	Date: 02/20/2026
Attest: _____	Attest: _____

EXHIBIT A
(FORM OF WORK ORDER)

WORK ORDER NO. [?]
CITY OF FAYETTEVILLE, ARKANSAS
Project No. [????????]

This WORK ORDER ("Work Order") is made by and between the **City of Fayetteville, Arkansas** (hereinafter referred to as "Owner") and **Garver, LLC**, (hereinafter referred to as "Garver") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL SERVICES executed on [??/??/????] (the "Agreement").

Under this Work Order, the Owner intends to make the following improvements for **[Insert Project Title]**:

Garver will provide professional services related to these improvements as described herein. Terms not defined herein shall have the meaning assigned to them in the Agreement.

1. SCOPE OF SERVICES

1.1. Garver shall provide the following Services:
  1.1.1. [Insert text here [or] in Appendix A as needed.]
1.2. In addition to those obligations set forth in the Agreement, Owner shall:
  1.2.1. [Insert text here]

2. PAYMENT

3. For the Services set forth above, Owner will pay Garver as follows: [Insert Text Here]

4. APPENDICES

4.1. The following Appendices are attached to and made a part of this Work Order:
  4.1.1. Appendix A - Scope of Services
  4.1.2. Appendix B – Fee Spreadsheet

This Work Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page to Follow]

DRAFT

The effective date of this Work Order shall be the last date written below.

City of Fayetteville, Arkansas	Garver, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: _____ *Printed Name*
Title: _____	Title: _____
Date: _____	Date: _____
Attest: _____	Attest: _____

DRAFT

EXHIBIT B
(INSURANCE)

Pursuant to Section 7.1 of the Agreement, Garver shall maintain the following schedule of insurance until completion of the Services:

Worker's Compensation	Statutory Limit
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	$500,000
General Liability	
Each Occurrence	$1,000,000
Aggregate	$2,000,000
Professional Liability	
Each Claim Made	$1,000,000
Annual Aggregate	$2,000,000

EXHIBIT C
(FORM OF AMENDMENT)

AMENDMENT TO MASTER SERVICES AGREEMENT
CITY OF FAYETTEVILLE, ARKANSAS
Project No. 2501881

AMENDMENT NO. [?]

This Amendment No. [?], effective on the date last written below, shall amend the Master Agreement for Professional Services between the City of Fayetteville, Arkansas (**"Owner"**) and Garver, LLC (**"Garver"**), dated [Insert date] (the "**Agreement**").

This Amendment No. [?] adds/modifies the Services for the **[Describe improvements and location]**

The Agreement is hereby modified as follows:

SECTION [?] – [Insert section heading]

Section [?] of the Agreement is hereby amended as follows:

This Amendment may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Owner and Garver have executed this Amendment effective as of the date last written below.

City of Fayetteville, Arkansas	Garver, LLC
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: _____ *Printed Name*
Title: _____	Title: _____
Date: _____	Date: _____
Attest: _____	Attest: _____

DRAFT

EXHIBIT D

GARVER

RFQ 25–26:

Aviation Engineering Services

City of Fayetteville | Fayetteville-Drake Field Airport

November 5, 2025

CITY OF FAYETTEVILLE ARKANSAS

GARVER

Kyle Bennett, PE
PROJECT MANAGER
479-287-4614
KABennett@GarverUSA.com

66 YEARS OF AVIATION

185
General Aviation Airports Served Nationwide

190
Dedicated Aviation Staff

37
Local Aviation Staff in the Fayetteville and Rogers Offices

#15
Engineering News-Record Top 25 Aviation Firms

November 5, 2025

City of Fayetteville
Procurement Division—306
113 West Mountain Street
Fayetteville, AR 72701

RE: RFQ 25–26: Aviation Engineering Services

Dear City of Fayetteville Committee:

Garver has been honored to provide engineering services for Fayetteville-Drake Field Airport (FYV) over the years, and we are delighted to continue our commitment to growth and innovation of your airport. To support FYV's future development, we have assembled a team with a robust skill set and a desire to continue to meet your project goals. This proposal outlines how Garver will continue to serve FYV with exceptional quality, full-service expertise, and a level of understanding that no other firm will provide.

Specialized in Aviation

Garver brings a wealth of aviation specialization as well as knowledge of the processes and regulations of local and federal agencies such as the FAA, the City of Fayetteville, and more. Our 66 years of aviation experience has allowed the Garver Aviation Team to garner knowledge pertinent to the growth of the airport and the execution of future projects. Garver's years of experience with specializations such as Part 139 certifications, master planning, and FAA circulars allows us to leverage this deep bench of knowledge in order to bring needed projects to fruition.

Funding Strategists

Over the past five years, Garver has helped FYV obtain more than $8.5 million in grant funding for airport improvements. Garver has a dedicated, in-house funding team that will continue to explore all options in order to fund your upcoming projects. Megan McLellan, CM, MBAA, Garver's Strategic Funding Team Lead, will continue to work diligently in order to obtain more funding to support an innovative future at FYV.

Trusted and Reliable Team

Overall, the Garver Aviation Team will continue to be your trusted advisor for every aspect of your projects. We have the historical and intellectual knowledge of your airfield and we are supported by our trusted subconsultants, including McClelland Consulting Engineers, who has worked with Garver on projects at FYV and is committed to the continued growth of your airport.

We value our relationship with FYV and look forward to continuing to serve you. If you have any questions regarding our proposal, please feel free to contact me at 479-287-4614 or email me at KABennett@GarverUSA.com. We are eager to continue to serve you and ask that you select the Garver Team.

Sincerely,
Garver

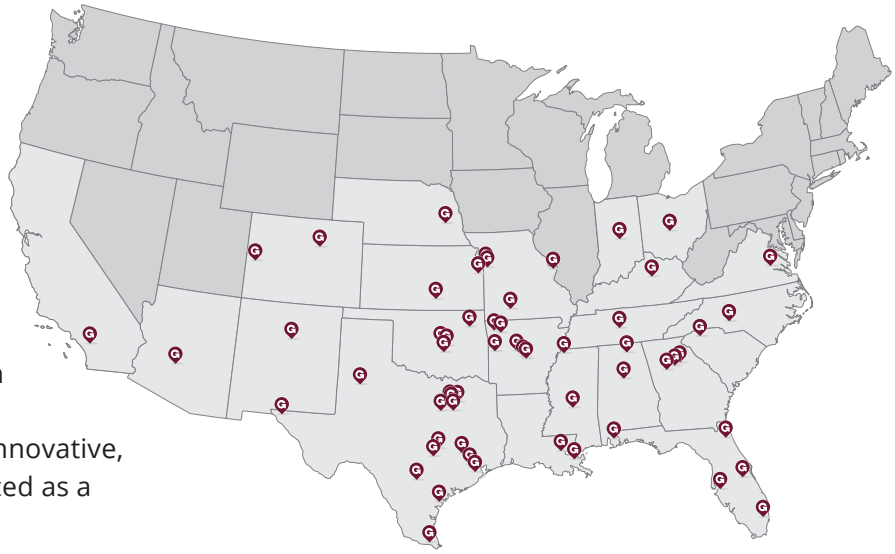
Kyle Bennett, PE
Project Manager

Adam White, PE
Principal in Charge | Authorized Signatory

Specialized Experience and Technical Competence

Firm Overview

Founded in 1919, Garver is an employee-owned engineering, planning, and environmental services firm focused on aviation, transportation, buildings, federal, water and wastewater services; surveying; advisory services; and construction engineering and inspection. In the top 100 of Engineering News-Record's Top 500 Design Firms list, with more than 1,500 employees, Garver has a people-first culture that drives innovative, client-first service and is consistently recognized as a best firm to work for by Zweig Group.



1,500 EMPLOYEES

61 OFFICES

21 STATES

Aviation Experience

Garver has 66 years of aviation experience. Our Aviation Team has extensive experience in all aspects of airport planning, design, and construction administration and includes over 190 personnel located in 32 of our 61 regional offices. Throughout this proposal, you will find that Garver has successfully supported FYV and similar airports with a wide array of airport planning, design and construction consulting services. These services have included an airport master plan, a runway pavement and lighting rehabilitation project, wildlife fencing rehabilitation, fuel farm rehabilitation, hangar infrastructure improvements, and more. We know how important it is to have a consultant who listens and is quick to respond to your questions and needs. With Garver, you will benefit from our "small firm" approach— personal attention, close proximity, and accessibility—supported by the resources of a large, regional staff.

GARVER'S FAYETTEVILLE OFFICE

Local Main Office Location
2049 East Joyce Boulevard, Suite 105
Fayetteville, AR 72703

Corporate Headquarters
4701Northshore Drive
N. Little Rock, AR 72118

Garver Knows FYV

Garver has provided planning, design, and construction engineering services at FYV for more than 30 years. This experience has given our team institutional knowledge of your airport and strong working relationships with your staff that will streamline our services under this contract. We've proven our ability to provide quality, responsive service to FYV through the many projects we've delivered as your trusted engineer of record. We look forward to helping FYV capitalize on its opportunities for future growth and development.

- Fayetteville Office
- **34** Years Serving FYV
- **115** Projects for the City of Fayetteville
- **100+** Staff with FYV Experience

Airports Are Our Business

With over 190 aviation-dedicated staff, Garver's Aviation Team has the personnel and resources to complete highly technical projects and meet short funding deadlines. Garver also has extensive experience in all aspects of airfield improvements and airport support facilities, including runways and taxiways, aprons, ramps, hangars, airport traffic control towers, cargo buildings, terminal buildings, utilities, navigational aids, airfield lighting, and entrance roads.

Garver's Specialized Services

The Garver Team offers specialized services to help us and our clients streamline information and produce effective outcomes for current and future projects. These services are geared to enhance the client experience and provide transparency, responsiveness, and opportunities for growth. From advanced data analytics platforms and customized reporting dashboards to strategic funding resources, our solutions are built to enhance efficiency, accuracy, and collaboration. Our team also provides expert consulting and hands-on support to foster seamless integration and optimal use of special tools, empowering airport clients to make informed decisions and achieve their goals with confidence.

Strategic Funding Team

Garver has a Strategic Funding Team whose goal is to assist airports with opportunities for alternative funding sources, grant applications and administration, debt financing, and overcoming resource challenges associated with securing additional funding.

Megan McLellan, CM, MBAA, is Garver's Strategic Funding Manager with 22 years of professional funding and grant experience.

Garver has more than 66 years of aviation experience with over $8 billion in airport improvements.

Garver's Strategic Funding Team, led by Megan McLellan, works with airports across the country to identify alternative funding sources, execute grant applications, secure debt financing, and overcome resource challenges associated with funding capital projects and programs. Megan and her team act as extensions of airport staff, funding and acquiring funding, seeing project development from start to finish.

Garver's Technical Experience and Capabilities

From advertisement to bid opening to construction and project closeout, Garver has the capability to provide support for every stage of your airport improvement projects. Our Aviation Team has a unique blend of talent and a wealth of resources that enable us to meet critical project schedules while maintaining high standards for quality design. Given this depth of experience, our firm has the capability and capacity to tackle a wide variety of challenges and can tailor your project to your needs and goals for FYV.

Airport Planning

The personnel on Garver's Aviation Planning Team are experienced industry professionals who can help you create a vision for the future of your airport. Separate from Garver's aviation engineering services, our planners only work on planning projects and are experts at leading clients through the planning process. With a combined experience of more than 70 years in the

private and public sectors, Garver's Aviation Planning Team provides a unified and innovative approach to meeting your needs and objectives. Garver's aviation planners will empower you to achieve your vision for your airport through our expertise in handling all aspects of airport planning and design. You can trust that your goals will be our priority, resulting in an achievable plan that matches your needs now and well into the future.

Airport Master Planning

Planning work serves as the blueprint for future construction of the airport's physical facilities, ranging from runway improvements to hangar development. The Airport Master Plan enables this development by providing specific justification through forecasts of aviation demands, identifying needed facilities, and specifying project costs along with appropriate funding sources. Proper planning determines what airport facilities will be needed, how to finance the development, and when to construct the proposed projects. An Airport Master Plan also provides a high-level review of potential future environmental impacts, guides each phase of airport development, and serves as a justification document to the FAA to keep the federal funds flowing.

Electrical

Garver's aviation electrical staff includes 23 dedicated electrical engineers specializing in design and production of complete airside and landside project assignments. Garver's experience in electrical designs includes incandescent and LED runway and taxiway edge lighting, centerline lighting, touchdown zone lighting, specific lighting for surface movement guidance during low-visibility conditions, and various navigational aid systems. Our lighting systems utilize technology such as LED fixtures and guidance signs to reduce maintenance and operating costs.

Hangars

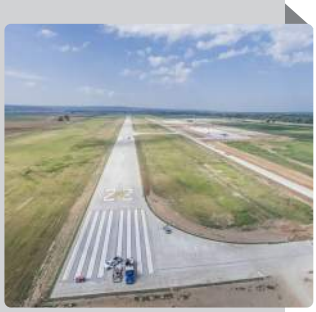
Garver has completed numerous hangar projects with access taxiways and aprons, as well as T-hangar farms for general aviation aircraft. From site preparation and bidding to drainage and grading, Garver has

Garver has provided planning services for over **100 projects** in the last **five years** alone at more than **65 airports nationwide.**

Full-Service Capabilities

Engineering Design

- Field and obstruction surveys
- Airfield layout/geometrics
- Grading and drainage
- Pavement analysis and design
- Airfield lighting, NAVAIDs, and controls
- Access control and security
- Terminal roads/parking
- Construction sequencing



Planning and Environmental

- Feasibility and site selection studies
- Airport master and development plans
- Environmental and wildlife assessments
- Economic studies and business planning
- Land acquisition assistance
- Approach development

Funding Administration

- FAA/AIP and state grant administration
- Alternate funding sources
- Construction cash flow management

Construction Management

- Bidding and contract administration
- Airfield operations and tenant coordination
- On-site, full-time construction observation
- Project commissioning and opening

experience with every aspect of hangar construction and understands how to execute a hangar design that meets all building and fire code requirements while accommodating the airport and stakeholder needs.

Our unique approach includes issuing a performance specification for the hangars that outlines the general, owner-specific characteristics required for the facility (door widths and type, code requirements, number of bays, utility services required, etc.) and requires contractors to meet and certify their submittals at bid openings and during construction. This method allows contractors to erect proven, repeatable structures, save costs for the owner, and provides the airport with high-performance hangars at low cost and liability. Our plans include a very detailed layout of electrical systems, including interior and exterior lighting fixtures and switches, power outlets, and door operators. We have also incorporated surveillance systems into some of our recent projects to provide an added layer of protection to your investment.

Aircraft Rescue and Firefighting Facility

Representing only a fraction of FAA-funded airport projects, ARFF facilities—and the experts who design them—are not necessarily common. However, we have assembled a proven team with notable ARFF facility design experience. The Garver Team's wealth of knowledge and lessons learned from previous ARFF facility projects will help avoid delays and make sure that the facility meets the needs of firefighters and emergency responders. We understand that these facilities need to be highly functional, versatile, and safe while still comfortable for personnel.

We have worked with architectural firms and other subconsultants to design new ARFF buildings. Our designs include multiple-vehicle bays, automatic truck exhaust vacuum systems, overhead water supply, personnel quarters, communication systems, and training rooms. We have also completed Part 139 Airport Certification Manuals that include an ARFF Index detailing equipment and agents used, hazardous materials storage and handling procedures, airport emergency plan, and training curriculum. Garver staff also coordinates specifications, advertising, and the bidding process for airport equipment, including fire-fighting vehicles, to meet AIP guidelines. In addition, our aviation planning team has provided services for site selection, feasibility, and overall operation/functionality of ARFF stations.

Concourse A North Apron Expansion
Northwest Arkansas National Airport
Bentonville, AR

Corporate Hangar Construction
Bentonville Municipal Airport
Bentonville, AR

Apron Rehabilitation

Garver has designed and managed the construction and rehabilitation of aircraft parking aprons for general aviation facilities. When designing or improving apron pavements, we also examine drainage patterns and future hangar pads, considering the whole airport in order to enhance future development and prevent problems. Garver also has experience installing airport tie downs, an economical and easy way to park aircraft.

Our range of expertise includes new construction, complete reconstruction, selected slab replacement and joint rehabilitation, and surface treatments. We have designed new pavement sections and rehabilitated concrete and asphalt aircraft parking aprons. For rehabilitation projects, we provide critical consideration during design and phasing to allow continuous access to the terminal and/or hangars during construction in select areas.

» Garver has years of experience providing runway, apron, and taxiway improvements.

Taxiway Improvements

Garver has been performing aviation engineering—including taxiway and runway design—for over 66 years. Our taxiway experience includes projects of varying complexities at airports of all sizes, including new construction, extension, widening, strengthening, and rehabilitation for air carrier, general aviation, and military facilities. Projects have included straightforward mill and overlay rehabilitation; full-depth reconstruction of both asphalt and concrete pavements; crack and joint repair; and new construction including the design of taxiway alignments and intersections. Our designers and project managers continually update their practices to incorporate both the latest FAA standards and Garver's experience on taxiway projects across the nation to provide creative solutions that meet updated safety requirements.

Runway Extension

We are experienced in the full process of runway extension projects, from initial conception and runway extension justification study to design and through construction closeout. Garver has recent experience extending runways at Fort Smith Regional Airport, Monroe Regional Airport, and McKinney National Airport, among others, and we bring this proven experience to FYV. Our staff is familiar with the FAA and state requirements that must be met to secure and maintain regulatory approval for runway extensions. Additionally, we know that project phasing is crucial and will collaborate with you and key tenants to create a phasing plan that minimizes impact on aviation operations.

Construction Administration

The Garver Team has experience providing construction administration services on complex projects at similar-size airports, including tracking project construction records, attending construction meetings, performing

Runway 25 Extension
Fort Smith Regional Airport
Fort Smith, AR

periodic inspections, preparing monthly pay requests, approving test reports, and completing final inspection. Garver has also successfully implemented a SharePoint website for similar projects that allow the owner and program manager to access project documents through a secure network and to stay informed of approved submittals, RFIs, current quantities, daily reports, and project costs.

When approaching large-scale projects that will impact an entire airfield, Garver pays special attention to a project's phasing to reduce how much the project impacts airport activities. From sequencing projects, minimizing community disruptions, and solving the inevitable construction problems, our field staff is committed to establishing good working relationships with our clients and contractors.

Garver's attention to detail in everything from inspecting the trench drain construction from the inside to coordinating work areas around aircraft with the airport staff and airline station managers made this project a success, with completion more than a year ahead of schedule!

Tom Clarke, PE, CM
Former Deputy Executive Director,
Bill and Hillary Clinton National Airport

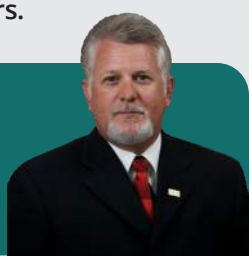
Garver's Qualified Construction Inspectors

The construction phase is where all planning and design comes to fruition. From sequencing projects and minimizing airport disruption to solving the inevitable construction challenges, our field staff is committed to establishing good working relationships with contractors from the start to promote the highest quality construction and minimize problems that can cause budget and schedule overruns.

Construction Management Team

With Garver's construction management team, our clients retain the same engineers who draw up the plans as well **as over 88 construction observers with over 375 airport projects completed in the last 15 years.**

Johney Boles has over 40 years of construction inspection experience and will serve as the construction observer for upcoming projects at FYV.



Subconsultant Partners

We have augmented our team with local experts to complement our in-house planning, engineering, and construction management disciplines. These respected subconsultants will serve as a cohesive extension of the Garver staff, adding tangible value to the overall Garver Team and the deliverables we provide to FYV.

Materials Testing

McClelland Consulting Engineers, Inc. (MCE) is a multidisciplined engineering firm specializing in civil engineering, landscape architecture, surveying, geotechnical engineering, construction administration and observation, laboratory and field analysis. Established in Fayetteville in 1963, MCE has grown to a regionally recognized firm of over 170 qualified individuals with offices in Fayetteville, Little Rock, Fort Smith, and Rogers. A positive result of their size and structure is that they have the ability to respond quickly to the needs of their clients.

CAPABILITIES

- Materials testing capabilities
- Over 170 skilled and dedicated personnel
- Offices located in Fayetteville, Rogers, Fort Smith, and Little Rock

Geotechnical

Terracon has become a thriving multi-discipline engineering consulting firm that provides geotechnical, environmental, facilities, and materials services. Their more than 7,000 professionals nationwide include engineers, scientists, architects, facilities experts, and field professionals focused on solving engineering and technical challenges from more than 180 locations nationwide. On-time and real-time data-driven insights, provided by their talented employee-owners, create an unmatched client experience that spans the lifecycle of any project.

CAPABILITIES

- Geotechnical capabilities
- More than 7,000 professionals nationwide
- Local office located in Springdale, AR

Cost Estimating

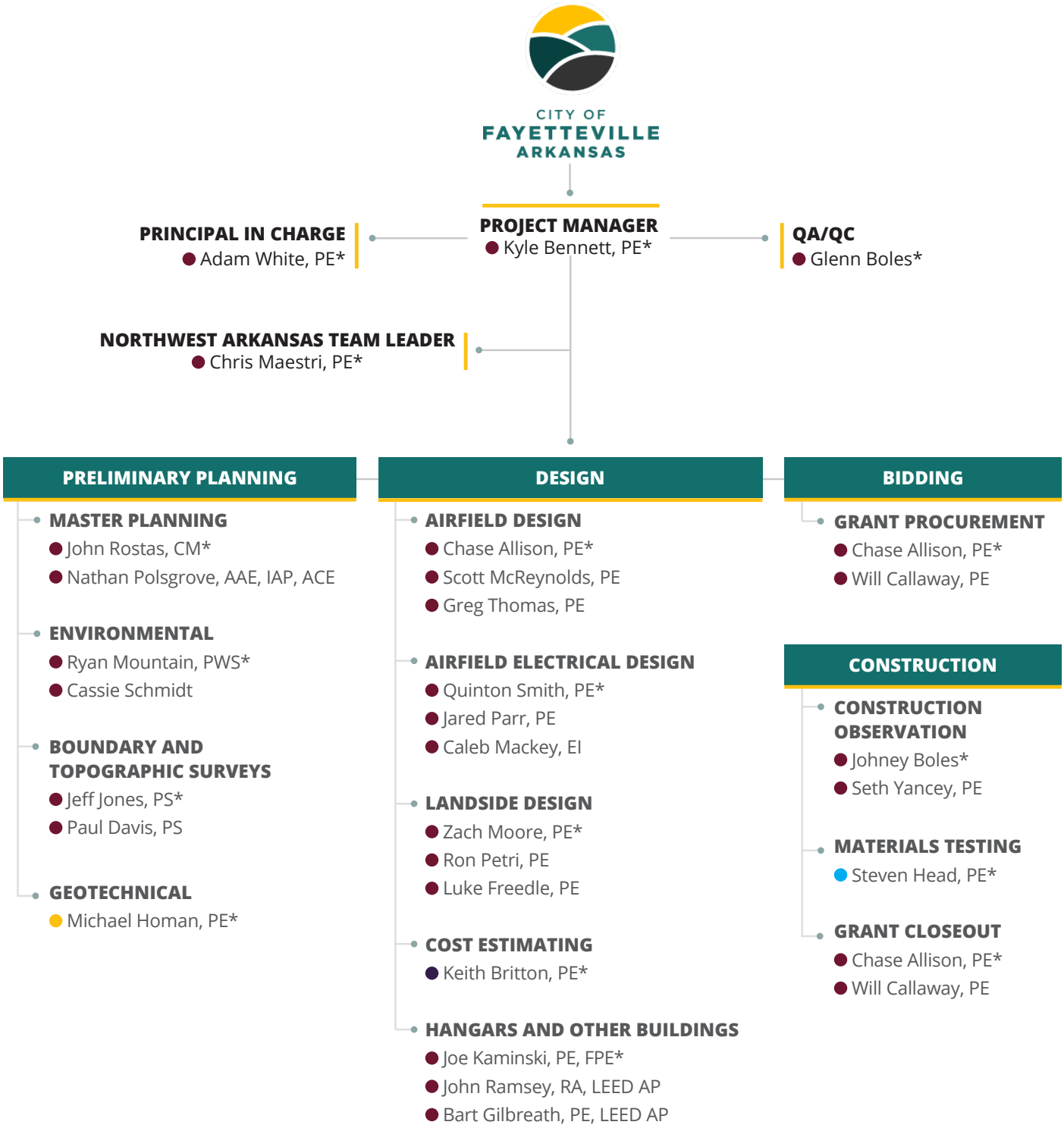
Established in 2008, **ICONIC Consulting Group, Inc. (ICONIC)** is a certified Disadvantaged/Small/Minority Business Enterprise (D/S/MBE) firm specializing in civil engineering and construction support services. Their team has over 100 years of combined experience in the planning, design and construction of civil infrastructure. ICONIC has built a strong reputation serving public agencies, municipalities, and private clients throughout Arkansas and surrounding states.

CAPABILITIES

- Cost estimating and civil engineering capabilities
- Contract document management
- Over 100 years of combined civil engineering experience

Organizational Chart

Below is an organizational chart of the Garver Team that will be working with FYV. We have also provided resumes with more detailed information about our key personnel's experience and expertise in Appendix A.



LEGEND

● GARVER ● MCE McCLELLAND CONSULTING ENGINEERS, INC. ● ICONIC CONSULTING GROUP, INC. ● terracon

** Indicates Key Personnel*

Garver's Core Values and Reputation

Garver operates on three core values: respect, excellence, and integrity. Our staff strives to meet these standards in every activity that we pursue, from communicating with clients, contractors, and stakeholders to pursuing the highest quality result in every project. We support these values by building core competencies among our team members in performance, professionalism, teamwork, accountability, awareness, communication, and passion. Garver is dedicated to outstanding competence and professionalism.

At Garver, our reputation is built upon our core values, our dedication to quality work, and our outstanding staff. Additionally, Garver has long been praised for its workplace culture that includes a competitive pay structure and employee benefits, commitment to employees maintaining a work-life balance, and a leadership team that is responsive to employee feedback. Garver is regularly included on Zweig Group's Hot Firm List, which ranks the top 100 fastest-growing architecture, engineering, planning, and environmental consulting firms in the United States. **Garver also received the Best Firm To Work For Legacy Award for ranking in the Best Firm top three for the past 10 years by Zweig Group.** The list recognizes outstanding workplaces at A-E consulting firms across the country based on benefits offered and employee satisfaction.

Affirmative Action Plan

Garver is an Affirmative Action/Equal Employment Opportunity employer and provides equal employment opportunities for all persons regardless of race, religion, gender, age, handicap, or national origin. Garver maintains an Affirmative Action Plan that is periodically updated. Julie Tromble, PHR, SHRM-CP, is Garver's Employee Experience Leader and the designated Affirmative Action Officer. It is her responsibility to maintain our Affirmative Action Plan. This plan is available for inspection upon request.

> Garver upholds and operates on our three core values: **respect, excellence, and integrity.**

Garver's Internal Efforts for Employee Advancement

Garver's investment in employee development at the corporate level includes the Connect Mentorship Program, which fosters a connected learning environment where employees can meet with a mentor on a regular basis to gain guidance in a wide variety of areas. Our Learning & Development Team also hosts regular leadership training courses for employees to provide them with the leadership tools and skills needed to lead their teams purposefully.

Additionally, Garver Aviation has an internal training program focused on employee development that fosters engagement with young employees who are developing in their career. These efforts are all in line with Garver's corporate values—our guiding principles dictate that we will prioritize internal promotion, so the principle of creating opportunities for our staff is a standard set by our leadership at an executive level.

Capacity and Capability

Garver has the technical capabilities to successfully complete any projects that may arise, but more importantly, we have the capacity to maintain your projects as a priority to avoid project delays and deliver quality work within the appropriate time frame.

Our large team of 37 Northwest Arkansas aviation professionals and our depth of expertise and experience in a broad range of engineering disciplines gives us the capacity to satisfy your requirements. The Garver Team includes the experienced professionals needed to meet each phase of your projects, plus support personnel available to help your projects run smoothly from concept to completion.

Garver is fully capable of leading projects ranging in size from those that require a single specialist to those requiring large and complex professional teams.

Our management approach to professional services offers our clients punctual deliverables, including services performed on an aggressive schedule, without any compromise in quality.

I am committed to maintaining my dedication to the growth and development of FYV. Having worked with FYV personnel and the City of Fayetteville staff for years, I have garnered the experience and historical knowledge to continue to lead each project successfully and execute your goals.

Kyle Bennett, PE
PROJECT MANAGER

THE GARVER ADVANTAGE

Responsiveness and Familiarity

With several offices in close proximity, our staff will have the opportunity to communicate face to face with your team to address your needs and respond to your requests.

Expert Personnel

Our team's expertise gained through completing similar projects at airports in Arkansas and nationwide will be utilized to develop solutions that reduce costs and long-term maintenance at FYV.

Efficient Specialized Services

Garver's Aviation Team includes a wide range of specialty services and discipline experts. We are dedicated to identifying and implementing the most efficient solutions to address your challenges.

Dedication to Quality Control

We consistently meet aggressive schedules and maintain efficient budgets because of our commitment to quality control and clear communication.

Knowledge of FAA Regulations, Policies, and Procedures

Garver's experience with the FAA dates back over 60 years, when it still operated as the Civil Aeronautics Administration. The success of our airport projects has been dependent on understanding and properly applying current program guidance. The outline on this page shows the typical progression of project tasks within AIP funded engineering and construction projects based on program guidance referenced in the FAA Southwest Region Sponsor Guide. This encompasses the concept/preliminary stages through close-out, including:

- Feasibility studies
- Benefit/cost analysis
- Preliminary and final design
- Contract award
- Construction oversight and administration
- Grant closeout
- Master planning
- Environmental handling

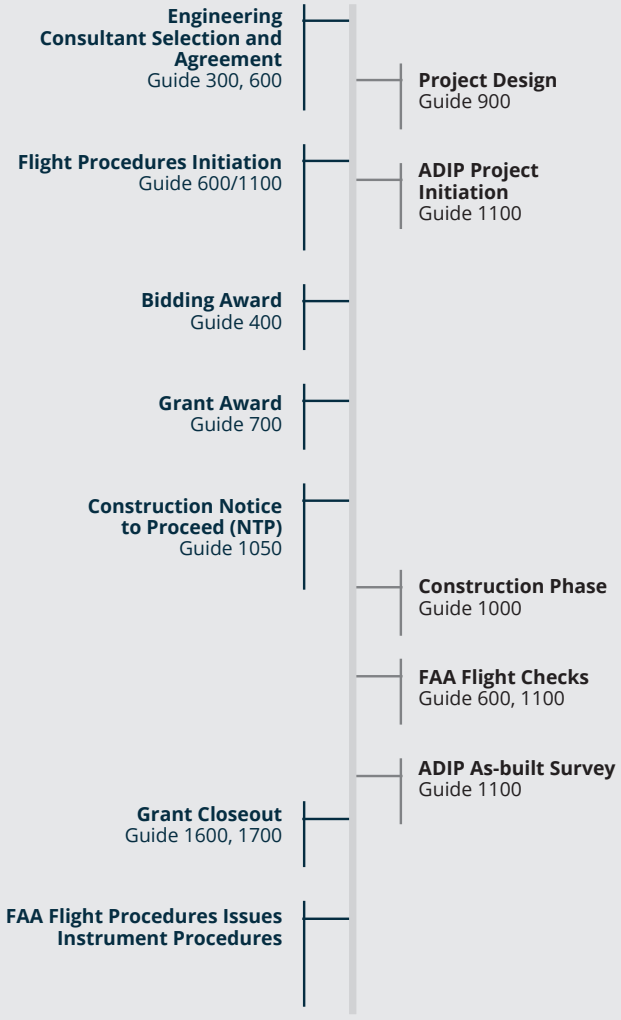
Garver also has a thorough knowledge of the FAA Advisory Circulars (AC) for planning, design, and construction of airports. Garver's staff has taught seminars on Advisory Circulars (ACs) at the FAA Partnership Conference, and our aviation electrical team has worked directly with the FAA on airfield lighting AC drafts. This familiarity with FAA requirements helps our designs, construction phasing, and safety plans meet all applicable standards and keeps our projects on schedule by gaining acceptance from the FAA quickly.

FAA Funding Experience

Garver provides consulting services to help you locate the funding sources to meet your needs and achieve your airport goals. The key to Garver's successful record in funding assistance is planning: approaching the FAA with a well-prepared, comprehensive project plan means the battle is largely won.

» In FY24, Garver's clients were selected for six awards from the FAA worth nearly **$12M total in competitive discretionary funds.**

FAA SOUTHWEST REGION AIP PROCESS: ENGINEERING & CONSTRUCTION SERVICES

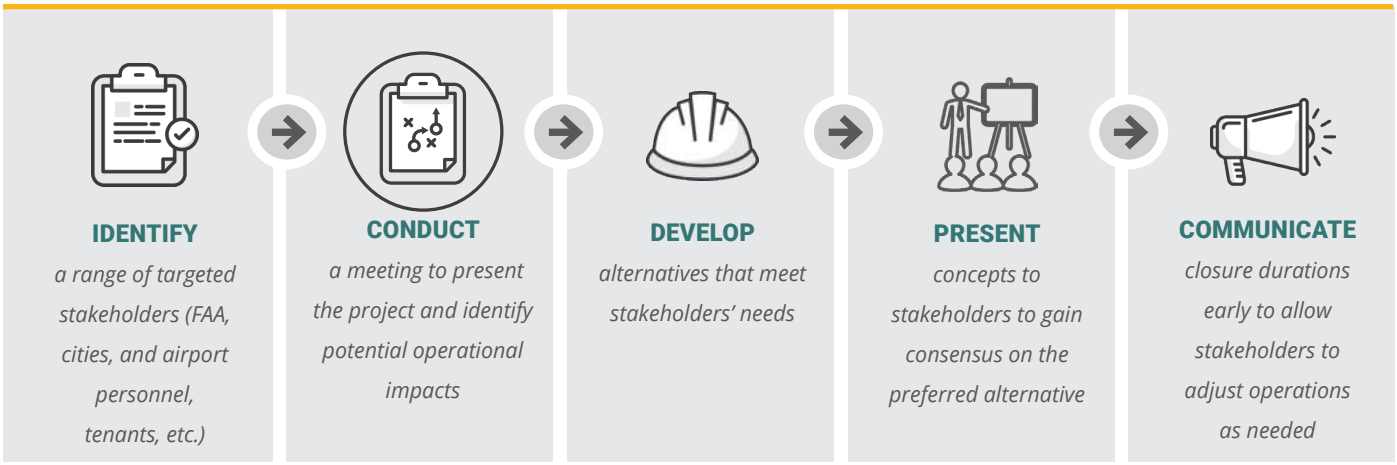


Garver's Approach to Projects

Garver takes pride in approaching aviation improvement projects by prioritizing our clients' needs and serving as a trusted partner and advisor in your airport's development. We will continue to earn your trust through demonstrated performance of quality aviation services.

The Garver Team is ideally situated to provide responsive service from the Fayetteville area with support from our regional offices. Your project manager is close at hand, construction observation personnel offer rapid on-site presence, and our local partners bolster Garver's ability to offer swift service when you need an engineer on site quickly.

We believe that quality engineering consulting should be cost effective. Garver utilizes efficient processes and innovative services to develop designs that maximize the value of your investment. Garver will actively seek opportunities to reduce costs, including partnering with local firms, instituting efficient design processes, developing cost-effective solutions, and minimizing contractor RFIs by utilizing our in-depth quality control program and detailed constructability reviews.



Client/Project Manager Approach

The Garver Team is focused on FYV's success. This focus will drive how we conduct ourselves on a daily basis. Kyle Bennett, PE, Garver's Project Manager, has dedicated his career to the advancement of the aviation industry and bring his years of experience to serve any project that occurs under this contract. He is committed to continuing his dedication to seeing your project improvement goals come to fruition.

At Garver, we encourage client feedback, recognizing its impact on customer experience and project performance, and we prioritize collaborative work with key stakeholders, listening to your visions and goals. We are confident that our team will provide you with the most relevant experience, technical expertise, and cost-effective means of executing your project goals.

» Located only 10 miles from FYV, Kyle will be reliably available to meet face-to-face with your staff to answer questions and address your needs.

Kyle's experience has taught him that there are five keys to successfully navigating on-call assignments:

Understanding the Client's Needs. Once awarded the contract, Kyle will immediately sit down with FYV staff to revisit your needs in order to best assist with your goals.

Responsiveness with Good Communication. We commit to maintaining responsive and frequent communication in order to remain on the same page as FYV staff.

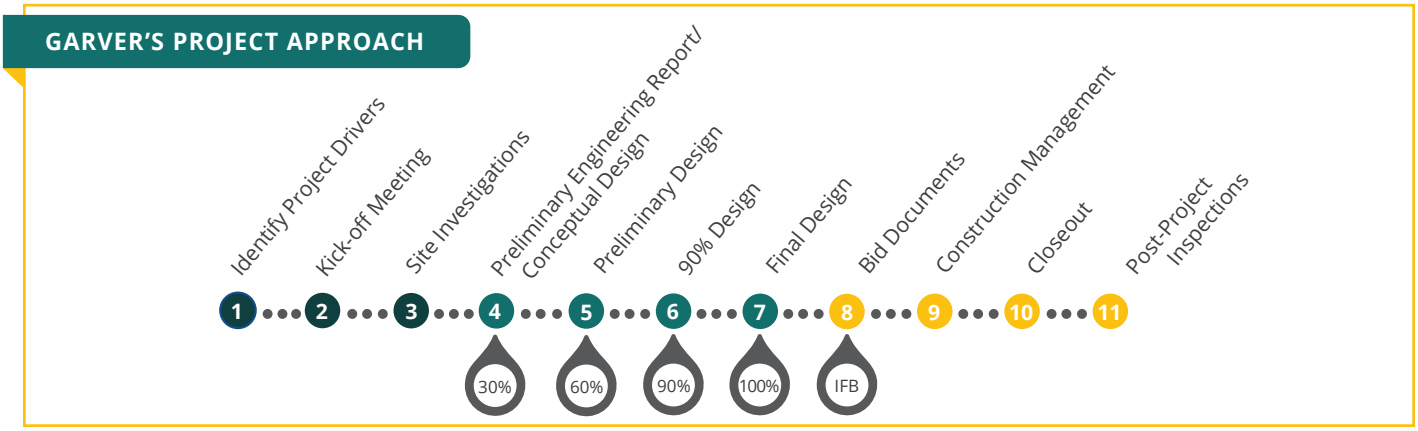
Dedication to Quality. We know that quality deliverables protect FYV from surprises during bidding and construction. This will be a key focus for Kyle and the Garver Team.

Availability of Resources. Meeting schedules makes everyone look good, and Garver commits that our team will be available when needed to deliver projects for FYV.

Flexibility to Adapt to Any Request. Kyle understands better than anyone how to adapt to any request and locate the resources to deliver on any client need, even if that means managing multiple, simultaneous projects.

Project Implementation Approach

Based on our prior experience at FYV, we understand what it takes to deliver a project that meets the expectations of your team and your stakeholders. In this section, we detail our approach to each of these project delivery phases, focusing on Garver's unique method of providing added value to meet your project objectives. Our approach to delivering a project can be broken down into four main stages: pre-project planning, design, construction management, project closeout.



Pre-Project Planning

Prior to kicking off any project, the Garver Team will evaluate all preliminary work related to the project and will follow up with a site visit to assess the existing conditions. Once complete, we will meet with the appropriate FYV project contact to discuss and ultimately agree upon a project scope that captures all elements of the project, a schedule that meets FYV's timeline expectations, and a budget that is satisfactory to both parties. Garver places great importance on this step, as it sets the stage for project success and allows us to tailor our efforts to meet FYV's goals.

Design

Design starts with a kick-off meeting, which will be instrumental in moving the project forward with clear direction and purpose. Garver will prepare for, schedule, and meet with the appropriate stakeholders to discuss the project requirements, establish clear lines of communication, and review processes and deliverables. From there, we will coordinate field investigations with operations staff to minimize or otherwise avoid operational impacts. We will then deliver 30%, 60%, 90%, 100%, and issue for bid (IFB) documents in accordance with executed scope. The Garver Team will work closely with staff throughout to deliver designs that consider FAA compliance, sustainability, functionality, future maintenance, efficiency, and cost-saving measures for each element in the scope of work. Our plans will include layouts and details that clearly show the intent of design, as well as FAA-compliant construction safety and phasing plans (CSPP), technical specifications, opinions of probable cost, and any other FAA submissions.

Construction Administration

Once construction starts, our team members will transition to a construction administration (CA) role where we will assist FYV with this vital part of the project. From shop drawing reviews to RFIs to schedule adherence, we will be there to help the project get across the finish line. To efficiently support FYV during this phase, the Garver Team intends to utilize qualified members of the project's design team in the CA role. We have found that this continuity of staff from design to construction greatly helps to set us up for success.

Project Closeout

At Garver, we know that project closeout cannot be an afterthought. Garver has developed a project closeout checklist to confirm that all required documentation has been received and that all contracted and regulatory parties participate in pre-final and final inspections. Importantly, we understand that there can be issues with the constructed project elements after final completion, but within the contractor's warranty period. At FYV's discretion for each project, the Garver Team is prepared to perform a walk-through towards the end of the contractor warranty period to protect the airport from the maintenance responsibility on a deficient element that is the contractor's responsibility.

Garver's Approach to Quality Control

Total Quality Management

Although quality control procedures are a standard service offered by most consultants, Garver is committed to exceeding industry standards with our **Total Quality Management (TQM)** system. This comprehensive approach to quality control and quality assurance aligns project managers, design teams, and subconsultants into **one unified effort** of continuous quality improvement, resulting in better performance, reduced costs, improved planning and communication, increased efficiency, and reduced risk.

One of the reasons we use the term "Total Quality Management" is because it emphasizes that quality isn't something that just happens—it is a process that **needs to be managed.** Just like we manage design and construction processes for airport improvement projects, our team manages the quality control process to make sure that it is achieving its goals.

Goals of Total Quality Management:

- Improved design
- Ensured compliance
- Reduced waste
- Decreased cost
- Enhanced client satisfaction
- Ultimate project success

What is Total Quality Management?

At its core, TQM is a structured system of documenting processes, procedures, and responsibilities that enables Garver and our subconsultants to integrate operations seamlessly and consistently and to deliver quality projects for our clients.

This proven system provides a framework and guidance for our project managers to plan work for both internal and external team members, monitor progress, identify potential problems, and take preventative action. TQM expands on traditional quality control programs by adding more thorough quality assurance and auditing, interdisciplinary review, specific subconsultant involvement, and integrated learning programs to the traditional standards and requirements that typically characterize most QA/QC processes.

Garver's Total Quality Management system includes six key components, which are integrated into one holistic approach to quality, as shown in the graphic below.

Traditional *Quality Control*	vs	**Garver** *Total Quality Management*
Standard processes are **general** and led by **design team**	Standards and Requirements	Standard processes are **specific** and led by **Quality Manager**
Documented in a **generic plan** and **static** throughout the project	Quality Control Plan	Documented in **project-specific PMP** and **reinforced** throughout the project
Reactive QA audits **only** when something **goes wrong**	Quality Assurance and Auditing	**Proactive QA audits** that identify and address QC issues **for every project**
Subconsultant's design goes through **their firm's internal QC process**	Subconsultant Integration	Subconsultant's design goes through **their firm's internal QC process as well as Garver's**
QC reviewers are **part of** the design team and **often do not include SMEs**	Interdisciplinary and SME Reviews	QC reviewers are **independent** of the design team and **include SMEs for specific project elements**
Traditional learning where knowledge is **not shared beyond design team**	Continuous Learning/ Improvement	**Collaborative learning** where knowledge and lessons learned are **actively shared for all**

How Garver Implements TQM

Garver's Total Quality Management approach is founded on communication among our clients, project managers, subconsultants and key stakeholders, and it doesn't just happen once—TQM means that Garver implements quality control/quality assurance measures throughout the life of a project from kickoff to completion. The figure below demonstrates the stages of a typical project and the quality control tasks that happen in each stage:

Your Dedicated Quality Manager

Glenn Boles
Aviation Quality Manager

35
Years Experience

0
Project Commitments

100%
Focused on TQM

As Quality Manager on this project, Glenn Boles will oversee every step of our Total Quality Management plan:

1 Project Initiation
- Client Communication Plan
- Project Scoping Checklists
- Subconsultant Scoping Meetings

2 Design Kickoff
- Project Management Plan
- CAD/BIM Standards
- Detailed QC Schedule
- Design Criteria

3 Early Design Phases
- Preliminary Budget Checks
- Geotechnical QA
- CSPP Checks
- Design Model Coordination Checks

4 Final Design Phases
- Final Budget Checks
- Cross-Model Coordination and Conflict Detection
- Constructability Reviews

5 Construction Management
- Construction Management Plan
- Submittal Approval Procedures
- Pavement Pre-Work Checklists

6 Project Closeout
- Project QC Compliance
- Project Audit Packages
- Lessons Learned for Future Projects

Dedicated Quality Manager

Glenn Boles will serve as the Quality Manager for this contract. With over 35 years of career experience, he will be responsible for implementing Garver's TQM system for your upcoming project. As a testament to Garver's dedication to true total quality management, Glenn has zero project commitments. He will work directly with your project manager to implement the Project Management Plan and oversee the TQM process at every stage.

Role of the Quality Manager:

- **Identify** Quality Control Team, Including SMEs
- **Set** Review Schedule
- **Communicate** Quality Expectations Through Mission Briefings
- **Conduct** Quality Control Reviews
- **Back Check** Review Comments to Confirm Incorporation

Project Management Plan

Before design begins, your Project Manager and Quality Manager will develop a Project Management Plan that will guide quality control tasks throughout the duration of the project. The primary goal of this plan is to introduce the entire team (including subconsultants) to the standards, procedures, and lines of communication for the project. The Project Management Plan includes critical success factors, design checklists, schedule milestones, and the design team's acknowledgement of understanding. Garver's Project Management Plan requires each firm that's part of our team to sign off on the document before they proceed with the project.

> Ultimately, this plan provides our team with a framework that will help improve the quality and efficiency of the Garver Team's services and reduce the risk of errors on the project.

Past Record of Performance

Cost Control

As a client-oriented firm, Garver is well versed at designing projects to meet even the most stringent budgets, and we work closely with our clients to find alternatives to reduce costs. We develop unique, tailored designs and can provide bid packages with a base bid and multiple additional options if a client is concerned bids may come in too high for a project. We pledge our efforts to provide quality planning and design, responsive management, and cost control.

Ability to Meet Schedules and Deadlines

We approach each project with a plan for successful delivery developed through extensive experience. Our record of successfully completing projects on time is due to realistic project scheduling and our ability to mitigate obstacles. We have a deep bench of fully trained and experienced aviation professionals that allows our firm to meet strict deadlines consistently, and we diligently develop project scopes that minimize the risk of project amendments.

Our close working relationships with FYV, the FAA, Arkansas Division of Aeronautics, and other regulatory agencies allow us to foresee and mitigate obstacles during submittal and approval. As the project moves forward, we monitor the progress of work, adjust resources, and meet tasks and project milestones, all while keeping the big picture in mind. Our primary goal is to execute the project work scope so that your goals and objectives are met and the project is completed on schedule.

Quality of Work

In addition to our technical expertise, Garver offers superior project management expertise gained from the successful completion of thousands of aviation improvement projects. We have won numerous awards recognizing the innovation, complexity, value, and lasting quality of our work. However, we recognize that our reputation is not based on what we say about ourselves, but on what our clients and peers say about us. We encourage you to contact our list of references below, and our other clients whose information is provided on the following pages.

» Over the past five years, Garver has met **100% of our aviation project schedules at FYV.**

REFERENCES FROM AIRPORT CLIENTS

James Smith
Public Works Director
City of Springdale
Phone: 479-750-8585
Email: jsmith@springdalear.gov

David Krutsch
Airport Manager
City of Rogers
Phone: 479-631-1400
Email: dkrutsch@rogersar.gov

Judy McCutcheon
Airport Manager
Boone County Regional Airport
Phone: 870-741-6954
Email: judy@boonecountyairport.com

Kelly Johnson, A.A.E.
Former Airport Director
Northwest Arkansas National Airport
Phone: 479-205-1422
Email: airprt1@gmail.com

Fayetteville-Drake Field Airport

Fayetteville, AR

Airport Master Plan

Reference:
Jared Rabren
Airport Director
479-718-7642
jrabren@fayetteville-ar.gov

Date: 06/2023 - Ongoing **Cost:** $413,366

Garver is working with the airport to develop an Airport Master Plan with the primary goals of 1) identifying the actual developable envelope on and near airport property, and 2) identifying the highest and best use of the limited developable land. To accomplish these goals, the master plan includes a comprehensive hydrological analysis to accurately delineate wetlands on and near the airport. This will establish what the actual developable limits will be for airport development.

Concurrently, the master plan also involves engaging heavily with local and regional stakeholders to identify what the existing and potential uses of the airport could include. This includes a thorough vetting of the based aircraft waitlist. In doing so, we will be able to optimize the limited developable space to make sure that the development will support based aircraft most able to generate sustainable revenue and balance community goals for Drake Field Airport.

Value Added

- Consideration of impacts of other regional airports to establish development plans
- Identification of highest and best use of land in a heavily constrained environment
- Understanding of needs for NPIAS National-level airport

Fayetteville-Drake Field Airport

Fayetteville, AR

Runway Pavement and Lighting Rehabilitation

Reference:
Jared Rabren
Airport Director
479-718-7642
jrabren@fayetteville-ar.gov

Date: 12/2021 - 08/2022 **Cost:** $6,100,000

In October 2020, the FAA notified the City of Fayetteville that additional federal funds were available to cover 100% of the project costs if design and construction were completed in a single fiscal year. The project's schedule and closures were developed so the airport would remain open during high traffic volume periods. Garver created a detailed phasing plan that enabled multiple construction activities to occur simultaneously while minimizing downtimes. All runway paving work was completed during a 16-day closure that extended over three weekends and two full work weeks. This arrangement caused the least interruption to airport operations. Garver and the construction team delivered the project within the FAA-mandated timeline so that the airport could receive discretionary funding for the project. The project was scheduled for and completed construction on August 8, 2022. Garver also secured additional funding for the airport to include necessary drainage improvements in the project scope.

Value Added

- Exceeded FAA standards
- Upgraded airfield lighting to LED
- Relocated electrical vault to an NEC compliant building
- Secured additional funding for the airport to include necessary drainage improvements in the project scope

Fayetteville-Drake Field Airport

Fayetteville, AR

Hangar Infrastructure Improvements, Phase 1

Reference:
Jared Rabren
Airport Director
479-718-7642
jrabren@fayetteville-ar.gov

Date: 08/2024 - 08/2025 **Cost:** $398,496

Garver led this project to construct approximately 1,367 linear feet of water line with associated hydrants and fittings to aid in the provision of potable water service and fire flow capacity for future hangar development in the area adjacent to the existing T-hangar apron. This project further enables future hangar development on the east side of the airfield to meet the growing demand for developable hangar sites at Drake Field. Prospective hangar developers are now able to utilize existing apron and water utility infrastructure to develop high caliber hangar spaces previously inaccessible due to the lack of potable water service and fire flow capacity.

Value Added

- Creates additional fire flow capacity and connection points
- Enables future extensions to further develop the east side of the airfield

Fayetteville-Drake Field Airport

Fayetteville, AR

Wildlife Fencing Rehabilitation

Reference:
Jared Rabren
Airport Director
479-718-7642
jrabren@fayetteville-ar.gov

Date: 12/2022 - 12/2023 **Cost:** $455,750

Deficiencies with the existing wildlife fencing were identified during the FAA's 2022 Part 139 inspection. Existing barbed wire fencing south of Runway 34 was not compliant with current FAA standards and its poor condition provided little barrier to local wildlife. Existing chain link fencing to the north was overgrown and in need of localized repair to restore its condition.

Garver led this project to replace approximately 3,500 linear feet of existing barbed wire wildlife fence southeast of Runway 16-24 with 10-foot-tall wildlife exclusion fence and performed localized repairs to approximately 3,400 linear feet of existing chain link fence. The project also included clearing and grubbing of existing fence lines to be retained.

Value Added

- Corrected FAA Part 139 deficiencies
- Improved wildlife deterrent and airport safety

Fayetteville-Drake Field Airport

Fayetteville, AR

Fuel Farm Rehabilitation

Reference:
Jared Rabren
Airport Director
479-718-7642
jrabren@fayetteville-ar.gov

Date: 01/2022 - 12/2024 **Cost:** $290,000

The airport received a grant from the Arkansas Division of Aeronautics to complete improvements to their existing bulk dispensing Jet-A and Avgas tanks and systems at their main fuel farm. The improvements included NFPA 407 and other code updates such as bulk dispensing automatic shutoff systems and overfill prevention valves for the tank filling operations, as well as replacing faulty or aged equipment. The improvements included new pumps and motors, new receiving piping and valves, new electronic inventory management systems, and electric sump pumps for easier routine operation and maintenance. Garver provided design, bidding, and construction phase services.

Value Added

- Improvement to a Jet-A and AvGas systems
- Improved safety and updated fuel farm to meet code requirements
- Upgraded components to increase reliability and extend life of the fuel

Northwest Arkansas National Airport

Bentonville, AR

Terminal Apron Expansion and Reconstruction, Phase 1

Reference:
Brett Meek
Chief Infrastructure Officer
479-787-0896
Brett.Meek@flyxna.com

Date: 02/2025 - Ongoing **Cost:** $22,430,397

Garver completed design and bidding services and will provide construction phase services for XNA's Terminal Apron Reconstruction Program. This project will include a portion of apron reconstruction as well as apron expansion between Taxiway E and F that will provide additional deicing space for the airport.

Garver completed a preliminary engineering report for the overall Reconstruction Program prior to beginning design on Stage 1. This provided the airport and the FAA with a clear path for reconstruction; outlining phasing, schedules, and costs associated with each stage. Garver also worked with the FAA on a Modification of Standard (MOS) to reuse the existing base layers under the existing asphalt. This MOS approval resulted in millions of dollars of savings over all stages of the Reconstruction Program. The first stage will be strategically phased to minimize impacts to operations during the upcoming Western Concourse Expansion.

Value Added

- Extended life of terminal apron pavement
- Additional apron space for flexibility during West Concourse Expansion
- Centralized deicing infrastructure

Bentonville Municipal Airport

Bentonville, AR

Southeast Taxiway B Extension - Phase 2

Reference:
Mark Slaughter
Airport Manager
479-254-2084
mslaughter@bentonvillear.com

Date: 07/2023 - 08/2025 **Cost:** $1,218,395

Garver provided surveying, geotechnical, design, bidding, and grant closeout services associated with a 600 linear foot parallel taxiway extension to Taxiway B at Bentonville Municipal Airport. This extension provided direction access to the recently extended Runway 36 end, providing a safer alternative to the back-taxi that aircraft currently had to perform to access the full runway length.

Value Added

- Improved access to Runway 36 end
- Completed ultimate taxiway build out on east side of airfield

Rogers Executive Airport

Rogers, AR

Corporate Hangar

Reference:
Chris Schnurbusch
President, Southeast Region
479-531-3328
cjs@crossland.com

Date: 02/2022 - 10/2023 **Cost:** $7,000,000

Garver provided survey, design, and construction administration services for the construction of a new 40,000 square foot hangar at Rogers Executive Airfield. The project was completed as a design-build contract with Garver collaborating with the contractor to develop the most cost effective hangar design to meet the airport's goals.

Value Added

- Included the design of adjacent parking lot
- Met the City's strict stormwater drainage requirements
- Led the project through the City's review process and obtained approval for construction

Proximity and Familiarity

Proximity of the Garver Team

Garver's Fayetteville office will serve as the prime office location providing support for the upcoming projects at FYV, with additional support from our Rogers office. Garver's staff is committed to being readily accessible and available to respond quickly to your requests and to represent the interests of the City.

An important advantage to our location is the opportunity for your staff to communicate face-to-face with your consultant. Consultant communication and interaction will provide increased understanding of the projects as they progress, and Garver's project management team and key team members will be available to address your project needs and coordinate throughout project execution.

Familiarity with the Airport

Another major benefit of selecting the Garver Team for your improvements is our familiarity with your airport and the surrounding area through previous project experience. Collectively, the Garver Team has completed over 120 projects at FYV. Garver's recent experience with FYV has provided us with a familiarity unmatched by other area consultants. We are familiar with the

PROXIMITY OF THE GARVER TEAM

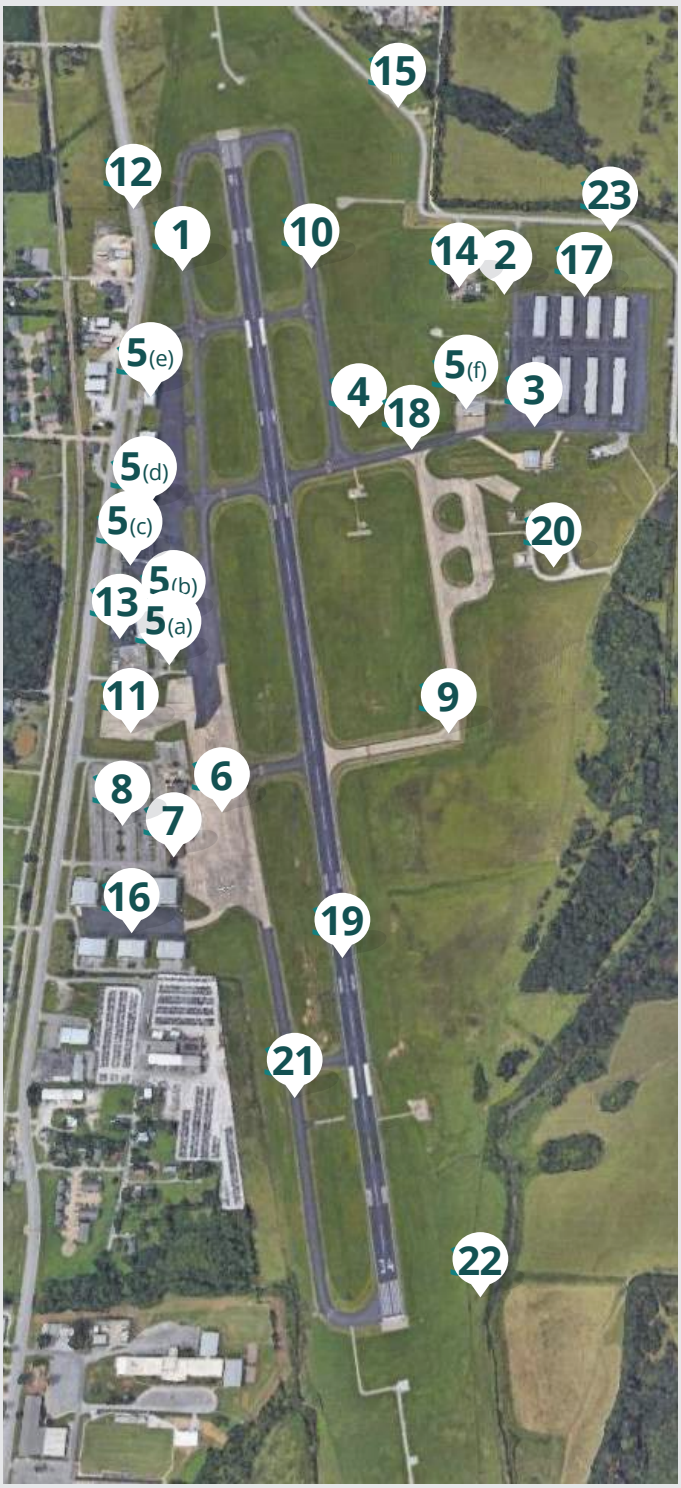
area building codes, laws, environmental regulations, soil conditions, regulatory agencies, permitting requirements, and construction materials and practices. Most importantly, our project management team is familiar with airport protocol, standards, and procedures which will enable us to efficiently move projects through planning, design, bidding, construction, and project closeout.

The experience map on the following page details our team's most recent experience at Fayetteville-Drake Field Airport.

> "Over the years we have been able to experience first-hand the outstanding engineering services that your firm provides airports... I especially appreciate Garver's superior ability to coordinate project development between the Airport Board, the FAA, and other pertinent organizations."

Judy McCutcheon
Airport Manager
Boone County Regional Airport

The Garver Team has completed the following recent projects at FYV:



1. Taxiway B Rehab & Widening
2. Beacon Improvement
3. Taxiway Lighting Rehabilitation
4. Wind Cone Relocation
5. Roof Rehabilitations (six buildings)
6. Terminal Apron Rehabilitation
7. Terminal Roof Rehabilitation & HVAC Upgrade
8. Terminal Parking Lot Rehabilitation
9. Taxiway E
10. Taxiway A
11. West General Aviation Apron
12. Highway 71 Relocation
13. Fuel Farm
14. Air Traffic Control Tower
15. Lancaster Drive
16. Executive Hangars (U of A, FBO)
17. East General Aviation Apron and Hangars
18. Taxiway D Extension
19. Runway Rehabilitation
20. USDA Forest Service Taxiway Extension
21. Taxiway Rehabilitation
22. Wildlife Fence Rehabilitation
23. Hangar Infrastructure Improvements Phase 1

» Garver has proven that our team is capable of handling multiple projects for FYV and successfully executing your airport goals. We are poised to continue that commitment to foster more growth and innovation at FYV.

Appendix A: Resumes of Key Personnel

Kyle Bennett, PE

GARVER

Project Manager

21 Years Experience | **5** Years With Firm

Location
Fayetteville, AR

Education
Master of Science, Civil Engineering

Bachelor of Science, Civil Engineering

Registration
Professional Engineer, AR, 14025

Kyle Bennett is a project manager on the Aviation team with 21 years of combined experience providing aviation and geotechnical engineering, pavement design, construction materials testing, and project inspection services. His experience includes a diverse portfolio of projects comprised of airfields, highways, bridges, industrial complexes, parking structures, and large-scale commercial developments. His primary responsibilities currently include project coordination, developing plans and specifications, client services, and construction management. Areas of design expertise include pavement design, pavement rehabilitation, materials selection, and evaluation/ mitigation of geotechnical considerations.

Experience

Fayetteville-Drake Field Airport
Fayetteville, AR

Runway Pavement and Lighting Rehabilitation
Project manager responsible for the design of a $6M pavement and lighting rehabilitation of Runway 16-34. Managed internal civil and electrical design staff and subconsultants to complete design on an accelerated schedule to secure additional project funding.

Fayetteville-Drake Field Airport
Fayetteville, AR

HVAC Replacement
Project manager responsible for construction management and administration services. The project included replacement of the HVAC system in the terminal building, ductwork and controls, along with replacement of window glazing and storefront assemblies.

Bentonville Municipal Airport
Bentonville, AR

Runway 36 Extension
Project manager for design of a privately funded 600 ft extension of Runway 18-36, which involved an environmental assessment, runway extension justification, and design services. Responsibilities included preparation of runway extension justification report.

Northwest Arkansas National Airport
Bentonville, AR

Apron Joint Rehabilitation
Project manager responsible for bidding, construction management and administration services. The project included design and installation of asphalt relief joints on the terminal and general aviation aprons to alleviate pavement distress.

Northwest Arkansas National Airport
Bentonville, AR

Taxiway B Reconstruction
Construction materials testing manager responsible for quality control and materials testing of concrete, cement-treated base, permeable cement treated base and subgrade soils associated with reconstruction of Taxiway Bravo.

Adam White, PE

GARVER

Principal in Charge

19 Years Experience | **19** Years With Firm

Location
Fayetteville, AR

Education
Bachelor of Science, Civil Engineering

Registration
Professional Engineer, AR, 15425

Adam White is a senior project manager on Garver's Aviation Team and serves as Aviation's Operations Manager. He has 19 years of experience specializing in design, evaluation, and maintenance of airfield pavements. Adam leads Garver's two Aviation Design Centers, which include a total of 41 multi-disciplined engineers, designers, and technicians that specialize in large aviation design programs. Adam's experience includes over $1B in airport improvement projects. Adam's responsibilities include airport design, project management, construction management, airport master planning, coordination with commercial service and general aviation clients, coordination with the FAA, and writing specifications.

Experience

Fayetteville-Drake Field Airport | HVAC Replacement
Fayetteville, AR

Fayetteville-Drake Field Airport | Windcone and Beacon Relocation
Fayetteville, AR

Fayetteville-Drake Field Airport | Runway Pavement and Lighting Rehabilitation
Fayetteville, AR

Fayetteville-Drake Field Airport | Taxiway B Widening and Rehabilitation
Fayetteville, AR

Glenn Boles

GARVER

QA/QC

35 Years Experience | **1** Years With Firm

Glenn Boles is an Aviation Quality Manager on Garver's Aviation Team with over 35 years of experience contributing to the safety, development, and improvement of airports. Before joining Garver in 2025, Glenn dedicated 33 years to the Federal Aviation Administration, including 11 years as Manager of the Arkansas/Oklahoma Airports District Office (ADO). He has demonstrated knowledge of FAA airspace, design standards and airport programs, and ability to achieve results from his previous experience with the Federal Aviation Administration. Glenn's responsibilities include assisting in administering Garver's Total Quality Management Team by reviewing project management plans, evaluating quality control (QC) reviewer assignments, assisting in QC reviews, and performing QC audits.

Location
Fort Worth, TX

Education
Bachelor of Science, Architectural Engineering

Experience

Northwest Arkansas National Airport | Corporate Hangar Construction
Bentonville, AR

Palm Beach County Department of Airports | Runway Rehabilitation
West Palm Beach, FL

Northwest Arkansas National Airport | Terminal Apron Reconstruction
Bentonville, AR

Dallas Fort Worth International Airport | Terminal F Design Build
Dallas, TX

Chase Allison, PE

GARVER

Airfield Design/Grant Procurement and Closeout

6 Years Experience | **2** Years With Firm

Location
Rogers, AR

Education
Bachelor of Science, Civil Engineering

Registration
Professional Engineer, AR, 21939

Chase Allison is a project manager on Garver's Northwest Arkansas Aviation Team with over six years of experience in design and project management. Although his background is in commercial land and site development engineering, in his time with Garver, he has worked on taxiway and taxilane extensions, apron reconstruction, and hangar design projects for general aviation and commercial service airports. His responsibilities include airport design, project management, construction management, client coordination, and construction document production.

Experience

Fayetteville-Drake Field Airport | Hangar Infrastructure Improvements - Phase 1
Fayetteville, AR

Fayetteville-Drake Field Airport | Taxiway E Extension
Fayetteville, AR

Rogers Executive Airport | Hangar Construction
Rogers, AR

Rogers Executive Airport | Walmart Aviation Center - Phase 2
Rogers, AR

Chris Maestri, PE

GARVER

Northwest AR Team Leader

10 Years Experience | **7** Years With Firm

Chris Maestri is a civil engineering project manager and team leader for Garver's Northwest Arkansas Aviation Team with 10 years of experience in design, construction, and project management. His responsibilities include airport design, project management, construction management, client coordination, FAA and state agency coordination, and construction document production. He has worked with several airports throughout the state of Arkansas. His project experience includes construction of runways, taxiways, aprons, hangars, parking lots, and access roads.

Location
Rogers, AR

Education
Bachelor of Science, Civil Engineering

Registration
Professional Engineer, AR, 20075

Experience

Northwest Arkansas National Airport | Concourse A North Apron Expansion
Bentonville, AR

Bentonville Municipal Airport | Hangar Development
Bentonville, AR

Fayetteville-Drake Field Airport | Taxiway E Extension
Fayetteville, AR

Fayetteville-Drake Field Airport | Terminal Apron Rehabilitation
Fayetteville, AR

John Rostas, CM

GARVER

Master Planning

12 Years Experience | **3** Years With Firm

Location
Birmingham, AL

Education
Master of Business Administration

Bachelor of Business Administration, Airport Management

Registration
Certified Member, AAAE

John Rostas serves as a senior aviation planner for Garver's Aviation Team with 12 years of experience in airport planning and development. He has extensive experience as a planning consultant related to Airport Master Plans, Airport Layout Plans, environmental assessments, feasibility studies, and capital improvement plans. Prior to joining Garver, John served as Planning Manager for Birmingham Airport Authority where he managed the airport Capital Improvement Plan and oversaw development of the airport's cargo facility study and land use redevelopment plan. This experience enables John to understand the planning process from an Owner's perspective. John is a Certified Member of the American Association of Airport Executives and is a licensed pilot.

Experience

Fayetteville-Drake Field Airport | Airport Master Plan
Fayetteville, AR

Fayetteville-Drake Field Airport | Business Plan
Fayetteville, AR

Fort Smith Regional Airport | Part 150 Study
Fort Smith, AR

Northwest Arkansas National Airport | Airside Pavement Rehabilitation
Bentonville, AR

Ryan Mountain, PWS

GARVER

Environmental

25 Years Experience | **19** Years With Firm

Location
Rogers, AR

Education
Bachelor of Science, Fisheries and Wildlife Management

Registration
Professional Wetland Scientist, 2745

Ryan Mountain a senior environmental scientist with 25 years of environmental and project management experience. His primary responsibilities include project management for special environmental studies provided to Garver's Aviation, Transportation, Water, and other business lines. This includes authoring and co-authoring NEPA documents, performing quality control reviews, agency coordination, threatened and endangered species survey coordination, Section 404 permitting, wetland delineations, detailed wetland and stream mitigation planning and specifications, biological evaluations and habitat assessments, natural resources technical reports, noise studies, and preparing spill prevention and stormwater pollution prevention plans. Ryan has previous experience in fish rearing, distribution, spawning, identification, and aging.

Experience

Fayetteville-Drake Field Airport | Wildlife Fencing Rehabilitation
Fayetteville, AR

Fayetteville-Drake Field Airport | Fuel Farm Rehabilitation
Fayetteville, AR

Fayetteville-Drake Field Airport | Runway and Pavement Lighting Rehabilitation
Fayetteville, AR

Fayetteville-Drake Field Airport | Taxiway E Extension
Fayetteville, AR

Quinton Smith, PE

GARVER

Airfield Electrical Design

9 Years Experience | **9** Years With Firm

Location
Fayetteville, AR

Education
Bachelor of Science, Electrical Engineering

Registration
Professional Engineer, AR, 21162

Quinton Smith is an electrical project manager on Garver's Aviation Team with nine years of experience. His responsibilities include airport lighting system design; layout of runway lights, taxiway lights, guidance signs, and approach aids; and design of the electrical systems that power and control this infrastructure. Quinton is also responsible for roadway and trail lighting modeling and design, low voltage power distribution design, NEC compliance studies, and arc flash studies and analysis.

Experience

Fayetteville-Drake Field Airport | Runway and Pavement Lighting Rehabilitation
Fayetteville, AR

Fayetteville-Drake Field Airport | Taxiway E Extension Design Services
Fayetteville, AR

Fayetteville-Drake Field Airport | Windcone and Beacon Relocation
Fayetteville, AR

Fort Smith Regional Airport | Taxiway A Lighting Rehabilitation
Fort Smith, AR

Zach Moore, PE

GARVER

Landside Design

18 Years Experience | **18** Years With Firm

Zach Moore is a project manager on our Transportation Team with 18 years of experience. His responsibilities include managing projects, coordinating with clients and project stakeholders, and writing specifications. Zach's transportation experience includes new and reconstructed roadways, highway interchanges, roundabouts, highway overpass projects, master street plans, bond program project development, major and minor drainage systems, site design, trails, recreational and athletic park design, and pedestrian facilities. He has served as contract city engineer for multiple cities and counties, and his responsibilities included review of development projects and addressing drainage and other engineering issues that arose within a given jurisdiction.

Location
Rogers, AR

Education
Bachelor of Science, Civil Engineering

Registration
Professional Engineer, AR, 15657

Experience

Northwest Arkansas National Airport | Terminal Renovation and Improvements
Bentonville, AR

City of Fayetteville | Fayetteville College Avenue Improvements
Fayetteville, AR

Bentonville Municipal Airport | Game Composites Expansion
Bentonville, AR

Bentonville Municipal Airport | Runway 18 Pedestrian Tunnel
Bentonville, AR

Joe Kaminski, PE, FPE

GARVER

Hangars and Other Buildings

14 Years Experience | **13** Years With Firm

Location
North Little Rock, AR

Education
Bachelor of Science, Mechanical Engineering

Registration
Professional Engineer, AR, 16917

NCEES Licensed Fire Protection Engineer

Joe Kaminski is a mechanical engineer on Garver's Buildings Team with 14 years of experience. Joe holds two professional engineering licenses in Mechanical (HVAC) and Fire Protection in accordance with NCEES. He has worked extensively with DoD projects and is proficient in the Unified Facilities Criteria required on these projects. Joe's years of experience have primarily included the design of HVAC and fire protection systems, and he is proficient in HVAC equipment selection and layouts, as well as various calculations to verify equipment sizing. Joe is also skilled at fire protection system layout including fire alarm, mass notification systems, and fire sprinkler systems utilizing hydraulic calculations.

Experience

Fayetteville-Drake Field Airport | HVAC Replacement
Fayetteville, AR

Northwest Arkansas National Airport | Air Traffic Control Tower Construction
Bentonville, AR

Northwest Arkansas National Airport | Lobby Renovation
Bentonville, AR

Northwest Arkansas National Airport | Communication Center
Bentonville, AR

Jeff Jones, PS

GARVER

Boundary and Topographic Surveys

41 Years Experience | **19** Years With Firm

Jeff Jones is a Survey Team Leader with 41 years of surveying experience in Northwest Arkansas and the western United States. Jeff's responsibilities include topographic survey maps, boundary maps, descriptions for acquisition documents related to roadway and utility improvements, coordination and review of survey data from field to finish, along with the creation of right of way, utility, and construction easement legal descriptions. His experience includes ALTA/ACSM land title, easement and right of way descriptions, boundary surveys, cadastral surveys, architectural surveys, aerial photogrammetry, GPS control surveys, civil pre-design surveys, construction surveys, bathymetric surveys, hydraulic surveys, georeferenced 3-D point clouds and BIM surveys.

Location
Rogers, AR

Registration
Professional Surveyor, AR, 1615

Experience

Fayetteville-Drake Field Airport | Runway and Pavement Lighting Rehabilitation
Fayetteville, AR

Fayetteville-Drake Field Airport | Hangar Infrastructure Improvements
Fayetteville, AR

Fayetteville-Drake Field Airport | Taxiway B Widening
Fayetteville, AR

Fayetteville-Drake Field Airport | Taxiway E Extension Design Services
Fayetteville, AR

Johney Boles

GARVER

Construction Observation

44 Years Experience | **19** Years With Firm

Location
Rogers, AR

Johney Boles is a senior construction inspector on our Construction Services Team with 44 years of experience. Johney's responsibilities include inspecting to establish that contractors and subcontractors are working in accordance with plans and specifications. Additional experience includes scheduling crews, right-of-way acquisitions, job costs, and estimates. He has experience in projects involving roadway and airfield construction, utility relocations, drainage structures, overhead electric transmission lines, power substations, and water/sewer installation.

Experience

Fayetteville-Drake Field Airport | Runway and Pavement Lighting Rehabilitation
Fayetteville, AR

Fayetteville-Drake Field Airport | Taxiway B Widening and Rehabilitation
Fayetteville, AR

Springdale Municipal Airport | East Parallel Taxiway Extension
Springdale, AR

Springdale Municipal Airport | East Hangar Construction
Springdale, AR

Michael Homan, PE

Terracon

Geotechnical

39 Years Experience

Michael Homan is a Senior Principal of the firm and a Transportation Lead for Terracon's North Central Division. He operates out of the Northwest Arkansas office. As a registered professional engineer with over 39 years of experience, Michael has provided geotechnical and construction engineering and environmental support services to clients in the transportation, public works, commercial, industrial, petrochemical, and landfill sectors. He is responsible for overall business development efforts, staff development, and realizing established financial goals for Terracon. Michael has corporate-wide leadership responsibilities and has worked on corporate initiatives to advance various goals of the firm, such as Information Technology, Pavement Engineering Services, and Business Development.

Location
Springdale, AR

Education
Master of Science, Civil Engineering

Bachelor of Science, Civil Engineering

Registration
Professional Engineer, AR, 7052

Experience

Northwest Arkansas National Airport | Surface Parking
Bentonville, AR

8th Street and I-49 | Bridges and Pavements
Bentonville, AR

Cato Springs Sewer Extension | Utilities
Fayetteville, AR

Lake Ann | Emergency Spillway
Bella Vista, AR

Steven Head, PE

Materials Testing

17 Years Experience

Location
Fayetteville, AR

Education
Bachelor of Science, Civil Engineering

Registration
Professional Engineer, AR, 16434

Steven Head has 17 years of experience in the geotechnical and construction materials testing industry. As MCE's in-house Construction Related Services Department Head, Steven manages a staff that performs geotechnical investigations and reports; construction materials testing, and special inspection services; construction observation services; environmental phase I and phase II assessments; MS4 reports; and landfill annual engineering inspection reports. MCE provides these services across the region out of the Fayetteville and Little Rock office locations as well as a lab located in Texarkana.

Experience

Fayetteville-Drake Field Airport | Runway 16-34 Rehabilitation
Fayetteville, AR

Fort Smith Regional Airport | Runway 8-26 and Taxiway Extension
Fort Smith, AR

Russellville Regional Airport | Apron Reconstruction
Russellville, AR

Texarkana Regional Airport | Apron and Taxiplane Expansion
Texarkana, AR

Keith Britton, PE

Cost Estimating

27 Years Experience

Keith Britton, PE, brings 27 years of civil infrastructure experience to his role as an executive at ICONIC where he oversees day-to-day operations. As the Principal Engineer for all ICONIC projects, he manages various phases of multi-million-dollar civil infrastructure developments. His project management approach emphasizes innovation from inception to design improvements and efficient product delivery to clients. Keith's engineering expertise spans maintenance engineering, civil site design, hydrologic analysis, water and wastewater design, residential street design, rural and urban roadway design, geometric highway design, right-of-way (ROW) acquisition, travel demand modeling, design/project forecasting, drainage improvements, conceptual designs, steel structural design, and the preparation of construction plans and specifications.

Location
Dallas, TX

Education
Master of Business Administration

Master of Science, Civil Engineering

Bachelor of Science, Civil Engineering

Registration
Professional Engineer, AR, 15566

Experience

Rogers Executive Airport | Infrastructure Improvements
Rogers, AR

Northwest Arkansas National Airport | Infrastructure Development
Bentonville, AR

Bill and Hillary National Airport | Taxiways A and B Rehabilitation
Little Rock, AR

Dallas Love Field Airport | Crossfield Taxiways
Dallas, TX

EXHIBIT E
(Certification of Engineer)

CERTIFICATION OF ENGINEER

I hereby certify that I am Blake Roberson and duly authorized representative of the firm of GARVER, LLC, whose address is 4701 Northshore Drive, North Little Rock, Arkansas 72118 and that neither I nor the above firm I here represent has:

(a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me of the above consultant) to solicit or secure this contract.

(b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract; or

(c) Paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any).

I acknowledge that this certificate is to be furnished to the Federal Aviation Administration of the United States Department of Transportation, in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable State and Federal laws, both criminal and civil.

GARVER, LLC

By_____

DATE: 02/20/2026

_____

EXHIBIT F
(MANDATORY FEDERAL CONTRACT PROVISIONS FOR PROFESSIONAL SERVICES CONTRACTS)

1. ACCESS TO RECORDS AND REPORTS

The Engineer must maintain an acceptable cost accounting system. The Engineer agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the Engineer which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Engineer agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

2. BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Engineer or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Engineer written notice that describes the nature of the breach and corrective actions the Engineer must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Engineer until such time the Engineer corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Engineer must correct the breach. Owner may proceed with termination of the contract if the Engineer fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

3. CIVIL RIGHTS - GENERAL

In all its activities within the scope of its airport program, the Engineer agrees to comply with pertinent statutes, Executive Orders and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, creed, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

This provision binds the Engineer and subconsultants from the solicitation period through the completion of the contract.

4. CIVIL RIGHTS – TITLE VI ASSURANCE

During the performance of this contract, the Engineer, for itself, its assignees, and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

I. Compliance with Regulations: The Engineer (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from

time to time, which are herein incorporated by reference and made a part of this contract.

II. Non-discrimination: The Engineer, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Engineer will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

III. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Engineer of the Engineer's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

IV. Information and Reports: The Engineer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Engineer is in the exclusive possession of another who fails or refuses to furnish the information, the Engineer will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

V. Sanctions for Noncompliance: In the event of an Engineer's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Engineer under the contract until the Engineer complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

VI. Incorporation of Provisions: The Engineer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Engineer will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Engineer becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Engineer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Engineer may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);

- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

5. CLEAN AIR AND WATER POLLUTION CONTROL

Engineer agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Engineer agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

6. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

I. Overtime Requirements. No Engineer or subconsultant contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

II. Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the clause set forth in paragraph (1) of this clause, the Engineer and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Engineer and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

III. Withholding for Unpaid Wages and Liquidated Damages. The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Engineer or subconsultant under any such contract or any other Federal contract with the same prime Engineer, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Engineer, such sums as may be determined to be necessary to satisfy any liabilities of such Engineer or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this clause.

IV. Subconsultants. The Engineer or subconsultant shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subconsultant to include these clauses in any lower tier subcontracts. The prime Engineer shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs (1) through (4) of this clause.

7. DEBARMENT AND SUSPENSION

By submitting a bid/proposal under this solicitation, the Engineer certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

8. DISADVANTAGED BUSINESS ENTERPRISE

The Engineer or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Engineer shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Engineer to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or
4) Disqualifying the Engineer from future bidding as non-responsible.

The Engineer to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

The Engineer must not terminate a DBE subcontractor listed in response to without prior written consent of the Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The Engineer shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless Owner consent is provided, the Engineer shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the Engineer has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the Engineer must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The Engineer must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the Engineer's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

9. DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Engineer to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Engineer must include the substance of this clause in all sub-tier contracts exceeding $10,000 and involve driving a motor vehicle in performance of work activities associated with the project.

10. EQUAL EMPLOYEMENT OPPORTUNITY (E.E.O.)

I. During the performance of this contract, the Engineer agrees as follows:

(1) The Engineer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Engineer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identify or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Engineer will, in all solicitations or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Engineer will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Engineer's legal duty to furnish information.

(4) The Engineer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the said labor union or workers' representatives of the Engineer's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Engineer will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Engineer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Engineer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Engineer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Engineer will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event an Engineer becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

II. Standard Federal Equal Employment Opportunity Contract Specifications

(1) As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

i. Black (all) persons having origins in any of the Black African racial groups not of Hispanic origin);

ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);

iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

iv. American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Whenever the Engineer, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

(3) If the Engineer is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by

the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Engineers shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Engineer or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Engineers or subconsultants toward a goal in an approved Plan does not excuse any covered Engineer's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

(4) The Engineer shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Engineer should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Engineers performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Engineer is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

(5) Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Engineer has a collective bargaining agreement to refer either minorities or women shall excuse the Engineer's obligations under these specifications, Executive Order 11246 or the regulations promulgated pursuant thereto.

(6) In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Engineer during the training period, and the Engineer shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

(7) The Engineer shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Engineer's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Engineer shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Engineer's employees are assigned to work. The Engineer, where possible, will assign two or more women to each construction project. The Engineer shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Engineer's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Engineer or its unions have employment

opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Engineer by the union or, if referred, not employed by the Engineer, this shall be documented in the file with the reason therefore along with whatever additional actions the Engineer may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Engineer has a collective bargaining agreement has not referred to the Engineer a minority person or female sent by the Engineer, or when the Engineer has other information that the union referral process has impeded the Engineer's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Engineer's employment needs, especially those programs funded or approved by the Department of Labor. The Engineer shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Engineer's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Engineer in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such a superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Engineer's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Engineer's EEO policy with other Engineers and subconsultants with whom the Engineer does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Engineer's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Engineer shall send written notification to organizations, such as the above, describing

the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Engineer's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Engineer's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction Engineers and suppliers, including circulation of solicitations to minority and female Engineer associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Engineer's EEO policies and affirmative action obligations.

(8) Engineers are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of an Engineer association, joint Engineer union, Engineer community, or other similar groups of which the Engineer is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Engineer actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Engineer's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Engineer. The obligation to comply, however, is the Engineer's and failure of such a group to fulfill an obligation shall not be a defense for the Engineer's noncompliance.

(9) A single goal for minorities and a separate single goal for women have been established. The Engineer, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Engineer has achieved its goals for women generally, the Engineer may be in violation of the Executive Order if a specific minority group of women is underutilized.)

(10) The Engineer shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

(11) The Engineer shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

(12) The Engineer shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Engineer who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

(13) The Engineer, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Engineer fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

(14) The Engineer shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Engineers shall not be required to maintain separate records.

(15) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

11. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Engineer has full responsibility to monitor compliance to the referenced statute or regulation. The Engineer must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

12. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

The Engineer certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

I. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Engineer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

II. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

III. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

13. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Engineer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Engineer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Engineer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

14. SEISMIC SAFETY

In the performance of design services, the Engineer agrees to furnish a building design and associated construction specification that conform to a building code standard which provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Engineer agrees to furnish the Owner a "certification of compliance" that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

15. TERMINATION OF CONTRACT

I. Termination for Convenience. The Owner may, by written notice to the Engineer, terminate this

Agreement for its convenience and without cause or default on the part of Engineer. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Engineer must immediately discontinue all services affected.

Upon termination of the Agreement, the Engineer must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

II. Termination for Default. Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) Termination by Owner: The Owner may terminate this Agreement in whole or in part, for the failure of the Engineer to:

1. Perform the services within the time specified in this contract or by Owner approved extension;

2. Make adequate progress so as to endanger satisfactory performance of the Project;

3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Engineer must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Engineer must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Engineer for satisfactory work completed up through the date the Engineer receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

b) Termination by Engineer: The Engineer may terminate this Agreement in whole or in part,

if the Owner:

1. Defaults on its obligations under this Agreement;

2. Fails to make payment to the Engineer in accordance with the terms of this Agreement;

3. Suspends the Project for more than 180 days due to reasons beyond the control of the Engineer.

Upon receipt of a notice of termination from the Engineer, Owner agrees to cooperate with Engineer for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Engineer cannot reach mutual agreement on the termination settlement, the Engineer may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Engineer through the effective date of termination action. Owner agrees to hold Engineer harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

16. TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Engineer certifies that with respect to this solicitation and any resultant contract, the Engineer –

(1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR.);

(2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

(3) has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, § 1001.

The Engineer must provide immediate written notice to the Owner if the Engineer learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Engineer must require subconsultants provide immediate written notice to the Engineer if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Engineer or subconsultant:

(1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR. or

(2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or

(3) who incorporates in the public works project any product of a foreign country on such USTR list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of an Engineer is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The Engineer may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Engineer has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Engineer or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

17. VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Engineer and all sub-tier Engineers must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

18. TAX DELINQUENCY AND FELONY CONVICTIONS

The Engineer agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

1) The Engineer represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The Engineer represents that it is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a

section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

19. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Engineer and Subconsultants agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

20. DOMESTIC PREFERENCES FOR PROCUREMENTS

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

APPENDIX A-1

TASK ORDER 01
FAYETTEVILLE – DRAKE FIELD AIRPORT
AIRPORT ON-CALL SERVICES: 2026-2030

This TASK ORDER ("Task Order") is made as of _____, 20____ by and between the **CITY OF FYAETTEVILLE** of Fayetteville, Arkansas (hereinafter referred to as "**CITY OF FAYETTEVILLE**") and **Garver, LLC**, (hereinafter referred to as "**GARVER**" or "**Engineer**") in accordance with the provisions of the MASTER AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES executed on _____ (the "Agreement").

SECTION 1 - SCOPE OF SERVICES

GARVER will provide on-call professional engineering and surveying services for Fayetteville-Drake Field Airport (FYV). GARVER will perform duties as directed by the CITY OF FAYETTEVILLE and agreed to by GARVER. Work beyond the not to exceed amount described in SECTION 2 – PAYMENT is considered extra work.

SECTION 2 – PAYMENT

For the Services set forth under SECTION 1 – SCOPE OF SERVICES, the CITY OF FAYETTEVILLE will pay GARVER for time spent on the Project at the hourly payroll rate of each of GARVER's personnel (may include contract staff classified at Garver's discretion) during the performance of these Services plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel. The not to exceed cost for these services is $20,000 per annum for the term of the Agreement. Except for additional costs incurred by delays or escalation provisions herein, the actual total fee may not exceed this estimate without a formal contract amendment approved by the CITY OF FAYETTEVILLE. For informational purposes, a breakdown of GARVERS's current hourly rates for each employee classification is included in Exhibit A-1. Hourly rates will be escalated approximately 4% annually starting July 1, 2026.

Expenses other than salary costs that are directly attributable to performance of our Services will be billed as follows:

1. Direct cost for travel, long distance and wireless communications, outside reproduction and presentation material preparation, and mail/courier expenses.
2. Direct cost for subcontract/subconsultant fees.
3. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
4. The amount allowed by the federal government for mileage with an additional $0.05 for survey trucks/vans.

SECTION 3 – EXHIBITS

3.1 The following Exhibits are attached to and made a part of this Task Order:
3.1.1 Exhibit A-1 – Base Hourly Rate Schedule

This Task Order may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

If there is an express conflict between the provisions of this Task Order, or the Agreement, and any Exhibits hereto, the terms of the Agreement will take precedence over the conflicting provisions of the Exhibit(s) unless explicitly amended within the Task Order by the Parties.

Approval and acceptance of this Task Order including attachments listed in Section 3 – Exhibits, shall incorporate this document as part of the Agreement. Garver is authorized to begin performance upon receipt of a copy of this Task Order signed by the CITY OF FAYETTEVILLE. The effective date of this Task Order shall be the last date written below.

CITY OF FAYETTEVILLE	**GARVER, LLC**
By: _____ *Signature*	By: _____ *Signature*
Name: _____ *Printed Name*	Name: Blake Roberson *Printed Name*
Title: _____	Title: Vice President
Date: _____	Attest: _____
Attest: _____	

Exhibit A-1
Aviation On-Call Services
Base Hourly Rate Schedule

Classification	Rates
Engineers / Architects	
E-1	$ 160.00
E-2	$ 187.00
E-3	$ 208.00
E-4	$ 244.00
E-5	$ 297.00
E-6	$ 364.00
E-7	$ 518.00
Planners	
P-1	$ 198.00
P-2	$ 247.00
P-3	$ 294.00
P-4	$ 345.00
P-5	$ 378.00
Designers	
D-1	$ 147.00
D-2	$ 164.00
D-3	$ 203.00
D-4	$ 237.00
D-5	$ 291.00
D-6	$ 308.00
Technicians	
T-1	$ 120.00
T-2	$ 139.00
T-3	$ 176.00
T-4	$ 221.00
Surveyors	
S-1	$ 74.00
S-2	$ 97.00
S-3	$ 132.00
S-4	$ 180.00
S-5	$ 236.00
S-6	$ 268.00
S-7	$ 326.00
S-8	$ 402.00
2-Man Crew (Survey)	$ 277.00
3-Man Crew (Survey)	$ 347.00
2-Man Crew (GPS Survey)	$ 349.00
3-Man Crew (GPS Survey)	$ 424.00
Construction Observation	
C-1	$ 138.00
C-2	$ 174.00
C-3	$ 217.00
C-4	$ 269.00
C-5	$ 333.00

Classification	Rates
Resource Specialists	
RS-1	$ 132.00
RS-2	$ 174.00
RS-3	$ 234.00
RS-4	$ 338.00
RS-5	$ 422.00
RS-6	$ 518.00
RS-7	$ 564.00
Environmental Specialists	
ES-1	$ 131.00
ES-2	$ 165.00
ES-3	$ 212.00
ES-4	$ 239.00
ES-5	$ 303.00
ES-6	$ 401.00
ES-7	$ 490.00
ES-8	$ 553.00
Project Controls	
PC-1	$ 134.00
PC-2	$ 178.00
PC-3	$ 225.00
PC-4	$ 289.00
PC-5	$ 353.00
PC-6	$ 456.00
PC-7	$ 558.00
Management / Administration	
AM-1	$ 94.00
AM-2	$ 118.00
AM-3	$ 166.00
AM-4	$ 205.00
AM-5	$ 264.00
AM-6	$ 326.00
AM-7	$ 429.00
M-1	$ 626.00

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-474

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Britin Bostick, Long Range Planning/Special Projects Manager

SUBJECT: **Approval of a contract in the amount of $359,564.00 for consultant services for the Downtown Plan, and approval of a budget amendment.**

RECOMMENDATION:
Staff recommends approval of a contract in the amount of $359,564.00 with Moore Iacofano Goltsman, Inc. for services described in RFP 25-27 to support the planning and development of the Downtown Plan and approval of a budget amendment in the amount of $23,238 to move funds in to a renamed City Plan 2050 CIP project.

BACKGROUND:
Fayetteville's current Downtown Plan was adopted in 2004, and many things have changed since. The city's population has grown by more than 40,000 people, the University of Arkansas enrollment has reached more than double the number of students, and housing costs relative to incomes have soared. Many of the public investments and implementation projects listed in the plan have been accomplished or are underway, and a new vision and investment plan for the Downtown are needed. To that end, a CIP budget was adopted in 2024 and 2025 that provided funds for a new Downtown Plan.

DISCUSSION:
Public engagement often begins several months into a planning project, well after a consulting team has been hired and once document drafts are in progress. This can create a perception that public input is not heard or incorporated, and that decisions are made by a team comprised primarily of people who are not part of the community. To address this concern and build a new model for community engagement in Fayetteville, the Long Range Planning team proposed to begin the project with an initial phase of engagement to seek input from the community on the aspects and needs they identify for the Downtown so that the consultant scope of work could include not only City staff-identified project needs, but also the needs identified by residents and business owners. From September 14, 2025, to February 13, 2026, staff hosted or attended 47 events and presentations, received over 1,100 comments online and in person, and shared 22 social media posts across the City's platforms.

The comments and discussion points have filtered into approximately ten categories for plan components, and comments were provided to the Request for Proposals (RFP 25-27) issued in December 2025 so that the City could bring a professional planning consultant onboard to support the planning work. The competitive selection process produced a contract with Moore Iacofano Goltsman, Inc. (MIG) for the Council's approval. Long Range Planning staff have already begun working to schedule the next phase of community engagement and input events for the plan document, with a goal to have a plan draft published for public review in September and the final plan presented to the Council for adoption by the end of the year.

As staff brings forward this contract for approval, we are additionally requesting approval of some budget updates. The first is an update to the CIP budget terms for Long Range Planning projects to change the Downtown Master Plan project category to a City Plan 2050 project category, under which the Downtown Plan and upcoming City Plan 2050 and rewrite of the Unified Development Code (UDC) will be subprojects. The fund category began in the CIP Plan in 2024 as the Downtown Plan and the 2026-2030 CIP Plan now includes this more extensive set of Long Range projects and needs to be renamed accordingly. The second is a budget amendment to move remaining funds from the City Plan 2040 project, totaling $23,238, to the City Plan 2050 budget.

BUDGET/STAFF IMPACT:
There are three changes with budget impact captured in this item:

- A contract for $359,564.00 in CIP funds budgeted for the Downtown Plan to hire a consultant to support the planning work and development of the plan document.
- A CIP project name change. Project number 24003 in the CIP was originally titled "Downtown Master Plan". Staff request changing the name of this project to “City Plan 2050” to encompass the Downtown Master Plan, as well as the new Unified Development Code. With that change the Long Range CIP project structure would look like:
    - 24003 - City Plan 2050
        - 1 - Downtown Master Plan
        - 2601 - Development Code
        - 2602 - Comprehensive Plan
- Staff requests approval of a budget amendment to transfer $23,238 from the Comprehensive Land Use Plan CIP project to the City Plan 2050 project.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Amendment, 5. Downtown Plan Support Contract Final 2.26.26 Signed DSI

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

File #: 2026-474

A RESOLUTION TO APPROVE A CONTRACT WITH MOORE IACOFANO GOLTSMAN, INC., PURSUANT TO RFP 25-27, IN AN AMOUNT NOT TO EXCEED $359,564.00 FOR SERVICES ASSOCIATED WITH THE PLANNING AND DEVELOPMENT OF THE DOWNTOWN PLAN, AND TO APPROVE A BUDGET AMENDMENT IN THE AMOUNT OF $23,238.00

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 authorizes Mayor Rawn to sign a contract with Moore Iacofano Goltsman, Inc., pursuant to RFP 25-27, in an amount not to exceed $359,564.00 for services associated with the planning and development of the Downtown Plan.

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

City of Fayetteville Staff Review Form

2026-474

Item ID

3/17/2026

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

Britin Bostick	2/27/2026	LONG RANGE PLANNING (634)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of a contract in the amount of $330,000.00 for consultant services for the Downtown Plan and approval of a budget amendment.

Budget Impact:

4470.090.8900-5314.00	Sales Tax Capital Improvements
Account Number	Fund
24003.1	City Plan 2050 - Downtown Master Plan
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	893,655.00
		Expenses (Actual+Encum)	$	60,353.27
		Available Budget	$	**833,301.73**
Does item have a direct cost?	Yes	Item Cost	$	330,000.00
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	23,238.00
		Remaining Budget	$	**526,539.73**

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	Division /Org2	Adjustment Number
2026	LONG RANGE PLANNING (634)	
	Requestor: Britin Bostick	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of a contract in the amount of $330,000.00 for consultant services for the Downtown Plan. This BA moves funding from the completed Comprehensive Land Use Plan Update project.

COUNCIL DATE: 3/17/2026

ITEM ID#: **2026-474**

Holly Black
2/24/2026 8:10 AM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202625

	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
TOTAL	-	-				
4470.090.8900-5314.00	23,238	-	24003	1	EX	Professional Services
4470.620.8900-5314.00	(22,084)	-	16001	1	EX	Professional Services
4470.620.8900-5306.00	(1,154)	-	16001	1	EX	Business - Meals
	-	-				
	-	-				
	-	-				
	-	-				
	-	-				
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	-	-				

This contract executed this _____ day of _____, 2026, between the City of Fayetteville, Arkansas (CITY), of 113 W. Mountain St., Fayetteville, AR 72701 and Moore Iacofano Goltsman, Inc. (MIG) of 800 Hearst Avenue, Berkeley, California 94710 (the "Parties"), in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Purpose: The purpose of this Contract is to establish the terms under which MIG will provide planning, design, community engagement, analysis, recommendations, and related consultative services for the Fayetteville Long Range Planning Division (the "Project"), as further defined by Appendix A, Contract Proposal.

2. Contract Documents: The Contract documents which comprise the contract between the City and MIG consist of this Contract and the following documents attached hereto, and made a part hereof:

    a. Appendix A: MIG's proposal

3. City's Responsibilities:

    a. The City shall make available to MIG, all relevant information or data it has pertinent to the Project which is required by MIG to perform the Services. MIG shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the City, including information and data originating with other consultants employed by the City whether such consultants are engaged at the request of MIG or otherwise.

    b. When requested by MIG, the City may engage specialist consultants directly to perform items of work necessary to enable MIG to carry out the Services. Whether arranged by the City or MIG, these services shall be deemed to be provided under direct contracts to the City unless expressly provided otherwise. If the City chooses not to engage specialist consultants, then the Parties will work cooperatively to modify the scope of services to reflect any reductions or additions to the services to be provided by MIG.

    c. The City shall give prompt consideration to all documentation related to the Project prepared by MIG and whenever prompt action is necessary shall inform MIG of City's decisions in such reasonable time so as not to delay the schedule for providing the Services.

    d. The City's Long Range Planning/Special Projects Manager is the project representative with respect to the services to be performed under this Agreement. The Long Range Planning/Special Projects Manager 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, under this Agreement.

4. MIG Responsibilities:

a. MIG shall furnish the necessary qualified personnel to provide the Services. MIG represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, MIG will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure MIG's performance.

b. MIG agrees to bind every Subcontractor and Subconsultant to the Contract Documents as they apply to the Subcontractor's or Subconsultant's applicable portion of the scope of work.

c. MIG agrees that it shall provide the following deliverables as further defined in Appendix A:

i. Downtown Plan Document Development

- Provide clear physical and policy direction for accommodating growth in housing and employment;
- Reinforce Downtown as a walkable, inclusive, and culturally rich place;
- Support reinvestment while retaining existing residents, businesses, and cultural assets; and
- Offer practical guidance that can be implemented through City policies, partnerships, and capital investments.
- Provide high-level, transparent analysis grounded in City-provided data;
- Develop scenario-based exploration of growth choices and tradeoffs;
- Facilitate collaborative, in-person visioning focused on physical form and the public realm; and
- Draft a clear, well-illustrated plan document that integrates land use, urban design, mobility, housing, cultural spaces, and third places into a cohesive and actionable Downtown vision.

ii. Plan Coordination

- Project Kickoff, technical coordination, and site visit meetings
- Synthesis of City-led engagement and existing conditions analysis
- Vision, framework, and adoption coordination meetings
- Biweekly project meetings
- Meeting documents and progress reports
- Community engagement support and facilitation

5. Non-Assignment: MIG shall not assign its duties under the terms of this agreement without prior written consent of the City.

6. Indemnification and Hold Harmless:
    a. MIG agrees to hold the City harmless, indemnify, and defend the City against any and all claims for property damage, personal injury or death, arising from MIG's performance under this contract. This clause shall not, in any form or manner, be construed to waive that tort immunity set forth under Arkansas Law.

    b. As the City's sole and exclusive remedy under this contract any claim, demand or suit shall be directed and/or asserted only against MIG and not against any of MIG's employees, officers or directors. Neither the City nor MIG shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this contract or the performance of the services on this project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

7. Insurance:
    a. MIG shall furnish a certificate of insurance addressed to the City within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract. If applicable, MIG shall require any subcontractor to provide insurance. In the event any employee engaged in work on the project under this contract is not protected under Worker's Compensation insurance, MIG shall provide and shall cause each subcontractor to provide adequate employer's liability insurance for the protection of such of their employees are not otherwise protected. Worker's Compensation coverage shall be applicable with state law.

        i. MIG shall carry the following coverages, at minimum:
            1. Worker's Compensation Insurance – Statutory Amount
            2. Automotive Insurance covering all vehicles and trailers, if applicable
            3. Professional Liability - $1,000,000 each occurrence, $3,000,000 aggregate

        ii. Certificates of Insurance shall list the City as an additional insured. Listing the CITY as a Certificate Holder only is NOT an acceptable substitute. Certificates of Insurance must include the endorsement(s) showing the City listed as an additional insured.

8. Price: MIG shall perform the services included in this proposal for a maximum not to exceed amount of $359,564.00. Additional services requested that fall outside the scope of this project shall be provided on a time-and-materials basis, subject to pre-approval, and shall require a formal contract amendment.

9. Payments:
    a. Payments shall be made after approval and acceptance of each itemized invoice, which shall not be unreasonably withheld.

b. Unless disputed by the City, payments shall be made 30 calendar days after acceptance of invoice. Electronic funds transfer is preferred.

10. Terms: This contract shall be effective on March 17, 2026, conditioned on its approval by the Fayetteville City Council, and shall continue through March 17, 2027. The contract may be amended only with prior approval from the Fayetteville City Council.

11. Ownership of Documents:
    a. All documents provided by the City are and remain the property of the City. MIG may retain copies of documents.

    b. Final deliverables shall become the property of the City of Fayetteville. MIG shall waive any right of ownership of such materials, although the City grants a perpetual license to MIG for the use of those materials.

    c. MIG shall retain its rights in its standard document 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 MIG.

12. Independent Contractor: MIG is an independent contractor of the City and shall maintain complete responsibility for applicable state or federal law on necessary licensures, professional liability coverage, unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. MIG is responsible for its agents, sub-consultants, methods, and operations.

13. 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, e-mail or fax (receipt confirmed), or overnight courier.

14. 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, 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.

15. Termination: This Contract may be terminated by the City or MIG for any reason with thirty (30) days written notice. If either party breaches this agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this agreement, the City shall pay MIG for the services performed through the date of termination within thirty (30) days of acceptance of final invoice.

16. Changes in Scope or Price: Changes, modifications, or amendments in scope, to this contract shall not be allowed without a prior formal contract amendment approved by the City in advance of the change in scope. No modification of this contract shall be binding unless made in writing and executed by both parties.

17. Applicable Law: This Agreement shall be governed by and construed in accord with the laws of the State of Arkansas. Venue for all legal disputes shall be Washington County, Arkansas.

18. Contract Administration: The Mayor or their Designated Representative shall be the Contract Administrator for this contract. MIG's Principal or their Designated Representative shall be the primary contact for all matters pertaining to this contract.

19. Professional Responsibility: MIG shall exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices.

20. Availability and Performance: MIG shall make reasonable efforts to be available to City administration and staff during mutually-agreed times, provide timely support following community engagement events, deliver scheduled meetings, events, and project documents, and maintain open communications with the Fayetteville Long Range Planning Division's designated point of contract.

21. Permits & Licenses: MIG shall secure and maintain any and all permits and licenses required to complete this Contract. This shall include a certificate of authority to do business in the State of Arkansas issued by the Arkansas Secretary of State.

22. Entire Agreement: These Contract documents constitute the entire agreement between the City and MIG and may be modified only by a duly executed written instrument signed by the City and MIG. In the event of a conflict between the terms of this Contract and the appendices, this Contract shall control.

23. Force Majeure: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the City of its obligation to pay MIG for services actually rendered.

24. Severability: In the event that any court of competent jurisdiction shall determine that any provision of this agreement shall be unenforceable, then that provision shall be deemed to be null and void and the remaining provisions hereof shall remain in full force and effect.

25. Debarment Certification: MIG 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. MIG 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.

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

CITY OF FAYETTEVILLE, ARKANSAS	MOORE IACOFANO GOLTSMAN, INC.
By:_____	By: Daniel S. Iacofano
MOLLY RAWN, MAYOR	DANIEL S. IACOFANO, CEO
ATTEST:	
By:_____	
KARA PAXTON, CITY CLERK TREASURER	
Date Signed: _____	Date Signed: 2.26.26

CITY OF FAYETTEVILLE ARKANSAS

RFP 25-27 Addendum 1
MIG
Moore Iacofano Goltsman, Inc.
Supplier Response

Event Information

Number:	RFP 25-27 Addendum 1
Title:	Downtown Plan Design
Type:	Request for Proposal
Issue Date:	12/21/2025
Deadline:	1/20/2026 02:00 PM (CT)
Notes:	The City of Fayetteville, Arkansas, is now accepting proposals for qualified firms to provide services to design a Downtown Fayetteville Plan. Any questions regarding this RFP shall be directed to Kenny Fitch, City of Fayetteville Sr. Procurement Agent at kfitch@fayetteville-ar.gov or (479) 575-8258.

Contact Information

Contact: Kenny Fitch
Address: Purchasing
City Hall
Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Email: kfitch@fayetteville-ar.gov

MIG Information

Address: 800 Hearst Avenue
Berkeley, CA 94710
Phone: (510) 845-7549
Web Address: https://www.migcom.com/

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

Steve Cheadle
Signature

scheadle@migcom.com
Email

Submitted at 1/20/2026 11:59:21 AM (CT)

Requested Attachments

RFP 25-27, Downtown Plan Design

MIG_Fayetteville_Downtown_Proposal.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with proposal.

Bid Attributes

1 Arkansas Secretary of State Filing Number

Filing number is pending.

2 Check Yes or No:

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

☑ Yes, I agree

☐ No, I don't agree

3 Check Yes or No:

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

☑ Yes, I agree

☐ No, I don't agree

4 Addendum Acknowledgement

By selecting "I agree", you acknowledge that you have read all addendum(s) that have been issued for this solicitation, if applicable.

☑ I agree

Appendix A:
RFP-25-27 Addendum
Moore Icofano Goltsman, Inc.
Proposal

CITY OF FAYETTEVILLE

Downtown Design Plan

Response to RFP 25-27 | January 20, 2026

MIG

518 17th Street, Suite 630 | Denver, CO 80202
(303) 440-9200 | www.migcom.com

In association with:
Halff

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A. Executive Summary

518 17th Street, Suite 630
Denver, CO 80202
(303) 440-9200
www.migcom.com

CALIFORNIA
BERKELEY, FULLERTON, LOS ANGELES, PASADENA, RIVERSIDE, SACRAMENTO, SAN DIEGO, SAN JOSÉ, AND SONOMA

COLORADO
DENVER

NEW YORK
BROOKLYN

OREGON
PORTLAND

TEXAS
DALLAS AND SAN ANTONIO

WASHINGTON
SEATTLE

January 20, 2026

City of Fayetteville
Procurement Division - Room 306
113 West Mountain Street
Fayetteville, AR 72701

RE: Response to RFP 25-27, Downtown Design Plan

Dear Selection Committee Members,

The MIG Team is pleased to submit this proposal to partner with the City of Fayetteville on the Downtown Design Plan. Few downtowns combine Fayetteville's walkability, cultural energy, and sense of place with the growth pressures it now faces. As the City guides new growth and reinforces Downtown's identity and livability, this effort requires a team that can translate community priorities into a clear, implementable vision. **MIG, together with Halff Associates, is that team**.

Our firms bring a **complementary blend of design-led downtown planning, technical analysis, and implementation-focused thinking**. MIG has led downtown and district planning efforts nationwide, helping communities navigate growth, protect historic and cultural assets, and invest strategically in their public realms. Our work emphasizes scenario planning, collaborative visioning, and clear physical frameworks that support informed decision-making. Halff Associates strengthens the team with multidisciplinary expertise in urban design, mobility, infrastructure, and public spaces, helping to develop concepts that are technically sound and coordinated across disciplines.

We understand that Fayetteville is seeking more than a vision. The City needs a Downtown Design Plan aligned with City Plan 2040, reflective of City-led engagement and clear in its **guidance on housing, cultural spaces, third places, mobility, and the public realm**. Our approach is structured to establish growth assumptions early and to work with City staff to translate analysis and visioning into an adoption-ready Downtown framework.

At the core of our work is partnership. We respect the City's leadership role and have structured our scope to support that leadership through **strategic guidance, synthesis, and design expertise where it adds the most value**. Simply put, this is the work we live for. Downtowns are where community identity and public life converge, and they deserve plans that are thoughtful, realistic, and built to last.

Thank you for your consideration. We look forward to the opportunity to discuss our ideas with you further.

Jay Renkens, AICP
Principal-in-Charge
jayr@migcom.com

Ryan Sotirakis, AICP
Project Manager
rsotirakis@migcom.com

II. Business Organization

About MIG, Inc.

Moore Iacofano Goltsman, Inc. (MIG), is a nationally recognized planning and design firm dedicated to improving communities through inclusive, context-driven, and implementation-focused work. MIG staff are a multidisciplinary team of planners, urban designers, engineers, economists, scientists, and engagement specialists who believe the physical and social environments we create shape how people live, connect, and thrive.

For more than 40 years, MIG has helped communities plan for growth, reinvestment, and change through downtown and corridor plans, urban design frameworks, streetscapes, mixed-use and transit-oriented development, parks and open space systems, and comprehensive and policy-level plans. Our work integrates community engagement, design, and technical analysis to produce clear, actionable outcomes.

MIG's approach is guided by four core principles:

- communities should plan their own futures;
- great projects work for everyone;
- elegant design inspires new thinking; and
- all work must be rooted in local context.

As national thought leaders, we bring best practices and innovation to help communities navigate complexity, build consensus, and deliver plans that are realistic and enduring.

About Halff

Halff is an employee-owned planning and engineering consulting firm founded in 1950 and known for its commitment to integrity, client service, and technical excellence. With more than 1,450 employees firmwide—including over 85 planning and landscape architecture professionals—Halff brings deep multidisciplinary expertise to planning and design projects.

Halff has more than 30 years of experience in comprehensive planning, strategic planning, and community engagement, supported by in-house engineering, infrastructure, mobility, and environmental specialists. This integrated structure ensures plans are not only visionary, but technically feasible and implementable.

Halff's strong local presence is a key asset for Fayetteville. With an office within the city and more than 50 years of experience in Arkansas, Halff offers deep familiarity with local conditions, regulatory frameworks, and implementation realities. The firm's Arkansas-based team of more than 120 professionals continues to grow, reinforcing its long-term commitment to the region.

III. Concept and Solution

The City of Fayetteville's Downtown Design Plan represents an exciting opportunity to align growth, design, and investment with the community's long standing values while responding to emerging pressures related to population growth, housing affordability, cultural vitality, and the public realm. Our team understands this effort is to develop a strategic, design-forward, and implementation-oriented plan that builds on substantial recent City work, including City Plan 2050, Arts & Culture Plan, housing initiatives, and ongoing Downtown engagement led by the City and the Downtown Fayetteville Coalition (DFC).

At its core, the RFP calls for a Downtown Plan that:

- Provides clear physical and policy direction for accommodating growth in housing and employment;
- Reinforces Downtown as a walkable, inclusive, and culturally rich place;
- Supports reinvestment while retaining existing residents, businesses, and cultural assets; and
- Offers practical guidance that can be implemented through City policies, partnerships, and capital investments.

Our understanding of the requested tasks is that the City will remain the primary driver of public engagement, while the MIG Team provides technical leadership, synthesis, and design expertise to complement and inform elements that will be City-led. The Downtown Design Plan must translate community priorities and adopted policy direction into clear physical frameworks, scenarios, and strategies that can guide decisions over the next several decades.

Rather than duplicating ongoing engagement or producing overly prescriptive development concepts, our approach emphasizes:

- High-level, transparent analysis grounded in City-provided data;
- Scenario-based exploration of growth choices and tradeoffs;
- Collaborative, in-person visioning focused on physical form and the public realm; and
- A clear, well-illustrated plan document that integrates land use, urban design, mobility, housing, cultural spaces, and third places into a cohesive and actionable Downtown vision.

Our Deep Experience in Downtown Design, Revitalization, and Implementation

MIG has extensive experience in downtown planning, design, and implementation for communities large and small across North America. The table below illustrates selected projects that highlight cities where we have made a significant impact on their community, economic investments, and overall health and vitality.

	Downtown Planning and Visioning	Demographics and Data Analysis	Scenario Planning	Housing and Economic Development	Arts, Culture, and Historic Preservation	Placemaking, Circulation, and Design	Parks, Landscape, and Forestry	Infrastructure, Utilities, and Public Safety	Community and Project Partner Engagement
GSO 35: Downtown Greensboro, NC (MIG)	●			●	●	●	●	●	●
Downtown Tulsa Strategic Investment Plan, OK (MIG)	●	●		●		●	●	●	●
Downtown Madison Economic Investment Strategy, WI (MIG)	●	●		●					●
San Marcos Downtown Area Plan, TX (MIG)	●	●	●	●	●	●		●	●
Imagine Downtown KC 2030 Strategic Plan, MO (MIG)	●	●	●	●	●	●	●	●	●
Dallas Downtown 360 Plan and Main Street District Retail Activation, TX (MIG)	●	●	●	●	●	●	●	●	●
Charlotte Center City 2020 and 2040 Vision Plans, NC (MIG)	●	●	●	●	●	●	●	●	●
Colorado Springs Imagine Downtown, CO (MIG)	●	●	●	●	●	●	●	●	●
Denver Upper Downtown Plan, CO (MIG)	●	●		●	●	●	●	●	●
Downtown Regional Center Plan, San Antonio, TX (MIG)	●	●			●	●	●	●	●
Fort Worth Downtown Action Plan, TX (MIG)	●	●		●	●	●	●	●	●
Downtown San Antonio Zona Cultural District, TX (MIG)	●		●		●	●		●	●
Ocala Midtown Master Plan, FL (MIG)	●	●	●	●	●	●	●	●	●
Arlington Downtown Master Plan, TX (MIG)	●	●	●	●	●	●	●	●	●
Downtown Minneapolis Retail Strategy, MN (MIG)	●	●		●		●			●
Pflugerville Downtown Streetscape Master Plan, TX (Halff)	●					●	●	●	●
Liberty Hill Downtown Master Plan, TX (Halff)	●	●		●	●	●	●	●	●
Broken Arrow Downtown Master Plan, OK (Halff)	●	●		●	●	●	●	●	●

IV. Program

Overall Approach

MIG's approach to the Downtown Design Plan is grounded in **collaboration, clarity, and implementation-focused outcomes**, with an emphasis on supporting the City's leadership role and building on work already underway. We understand this effort as both a technical planning exercise and a design-driven process that must balance growth, historic context, community priorities, and Downtown's evolving role within Fayetteville. Our proposed scope and sequencing directly align with the City's objectives as outlined in the RFP and are designed to produce a plan that is actionable, aligned with policy, and broadly supported.

The planning process is structured to move deliberately from **capacity and existing conditions analysis, to early scenario planning, and then to visioning, framework development, and plan preparation**. By positioning Scenario Planning earlier in the process, the City and MIG Team can establish shared growth assumptions and policy-related guardrails before advancing into physical design and visioning. This approach generates recommendations related to housing, cultural spaces, third places, mobility, and the public realm that are realistic, coordinated, and consistent with City Plan 2040.

Public engagement will be led by MIG in close coordination with City staff and integrated throughout the planning process. Building on the City's established partnerships and recent engagement efforts initiated in 2025, MIG will design and facilitate workshops, focus groups, and collaborative design activities that align with key decision points. Our team will provide strategic framing, clear communication materials, and synthesis at major milestones to ensure community input directly informs analysis, scenario planning, visioning, and plan development. The City will support outreach, promotion, and stakeholder coordination, ensuring strong local participation while maintaining alignment with City priorities and messaging.

Visioning is intentionally design-focused and collaborative, centered on an in-person Downtown Design Charrette with City staff and key partners. This format allows the MIG Team to translate analysis and preferred growth scenarios into tangible physical strategies and public realm direction, setting a clear foundation for the Downtown framework and final plan. The resulting Downtown Design Plan will be visually compelling, policy-correlated, and structured to support implementation and adoption by the City.

ADDITIONAL DOCUMENTS AND RESOURCES

Successful completion of the Downtown Design Plan will rely on coordination with and reference to key City-adopted plans, studies, and datasets. Anticipated documents and resources include, but are not limited to:

- City Plan 2050 and related growth targets and policy guidance
- The Arts & Culture Plan (2025)
- Existing housing studies, reports, and datasets referenced by the City
- Transportation, mobility, and infrastructure plans relevant to Downtown
- GIS data, parcel data, and zoning and land use information
- Downtown boundary definitions and any prior Downtown planning efforts
- Public engagement summaries and documentation completed prior to and during this project

These resources will be supplemented by targeted field observations and analysis conducted by MIG and Halff.

COMPETITIVE ADVANTAGE AND VALUE-ADDED SERVICES

MIG and Halff bring extensive experience leading downtown, corridor, and district planning efforts in historic and rapidly growing communities nationwide, with a strong emphasis on translating policy and community values into physical,

implementable outcomes. Our competitive advantage includes:

- Design-led planning expertise that integrates urban design, land use, mobility, and public realm considerations into a single cohesive framework
- A proven ability to navigate historic contexts, balancing preservation, reinvestment, and growth through scenario-based planning and visual communication
- Experience developing clear, defensible growth scenarios that help communities understand tradeoffs and make informed decisions
- A collaborative working style that respects City leadership while providing strategic guidance, clarity, and synthesis

Across similar projects, our team has successfully addressed challenges such as community concerns about density, protection of cultural assets, and integration of new development within historic downtowns by using early scenario planning, hands-on charrettes, and clear visual tools to build shared understanding and consensus.

INFORMATION, DATA, AND ASSISTANCE REQUESTED FROM THE CITY

For a successful and efficient project, MIG and Halff will rely on the City to provide:

- Access to relevant adopted plans, studies, and datasets
- GIS, mapping, and background technical data
- Documentation and summaries of City-led public engagement activities
- Coordination with City departments and project partners for data validation and review
- Timely review and feedback at key milestones

This collaborative information-sharing approach allows our team to focus effort on analysis, synthesis, design, and plan development, while confirming alignment with City priorities and policies.

Scope of Work

MIG's proposed Scope of Work is structured to provide a clear, collaborative, and implementation-focused process that builds on recent and ongoing planning efforts while focusing our team's expertise where it provides the greatest value: engagement

leadership, analysis, scenario planning, physical and public realm design, and plan development. The organization of tasks reflects a deliberate progression from understanding existing conditions, to evaluating growth alternatives, to translating those choices into a coherent physical and policy framework for the future of Downtown.

Several refinements to the City's proposed scope are intended to improve clarity, efficiency, and alignment with desired outcomes. Scenario Planning is positioned early in the process to establish shared growth objectives before advancing into visioning and design, ensuring that plan recommendations are grounded in realistic, policy-aligned directions. Public engagement is fully integrated throughout the process and will be led by MIG in close coordination with City staff, allowing community input to directly inform key decision points. Together, these refinements create a focused and inclusive process that supports informed decision-making and results in a Downtown Design Plan that is both aspirational and achievable.

TASK 1: PUBLIC ENGAGEMENT (CITY-LED; MIG ADVISORY SUPPORT)

Public engagement for the Downtown Design Plan will be led by the City of Fayetteville, building on engagement efforts already underway and leveraging existing community relationships and platforms. MIG's role is to provide strategic advisory support, share best practices from comparable downtown planning efforts, and synthesize engagement outcomes so they meaningfully inform analysis, scenario planning, visioning, and plan development. This approach keeps engagement

locally grounded and City-driven, while benefiting from targeted consultant expertise and optional support services.

1.A Engagement Strategy Work Session (combined with Project Kickoff Meeting)

MIG will prepare and facilitate an engagement strategy work session with City staff, held in conjunction with the Project Kickoff Meeting. This session will focus on sharing public engagement best practices from similar downtown planning efforts nationwide and supporting the City in confirming the most effective formats, tools, and timing for engagement activities associated with this project.

The presentation will include proven strategies and considerations for:

- Large-format public workshops
- Small group and focus group meetings
- Board and commission meetings and work sessions
- Engaging under-served and hard-to-reach populations
- Integrating engagement into existing community events
- Designing hands-on, interactive engagement activities

The session will also include examples of demonstration and pop-up activation concepts that the City may consider as part of its broader engagement and placemaking efforts, such as:

- Streetscape demonstration projects
- Pop-up mobility installations
- Life-size printed streetscape and green infrastructure visualizations
- Alley activations

This work session is intended to inform City-led engagement planning and does not commit MIG to implementation of engagement activities unless requested as an optional service.

Key Meetings

- Project Kickoff Meeting & Engagement Strategy Work Session (In person, 3 hours, 2 MIG staff)

Key Deliverables

- Engagement Strategy Best Practices Presentation (PPT, up to 50 slides)
- Combined kickoff and engagement workshop summary and notes (MS Word)

1.B Synthesis and integration of City-led engagement

MIG will synthesize and integrate public engagement input provided by the City at regular points throughout the project, in advance of major milestone deliverables identified in the Scope of Work. The City will compile and transmit engagement input in a cohesive, tabulated format at each milestone. MIG will distill key themes, priorities, areas of alignment, and outstanding questions, and clearly reflect engagement findings in technical analysis, scenario planning, visioning, and plan recommendations.

1.C Large Format Workshops

MIG will facilitate up to two large-format public workshops to support key project milestones. These workshops would be structured as interactive, hands-on sessions designed to gather input, test concepts, and communicate project direction in an accessible and transparent format.

Workshops may include presentation materials, mapping exercises, small-group discussions, and visual preference or scenario testing activities. MIG will coordinate closely with City staff to define objectives, format, and target audiences for each workshop. The City will lead outreach, promotion, and printing of materials while MIG will support venue coordination.

Key Meetings

- Large Format Workshops (2) (In person, up to 4 hours each, 2 MIG staff, up to 2 Halff staff)

Key Deliverables

- All workshop materials (posters, presentations, etc.)

1.D Small Group or Focus Group Meetings

MIG will lead up to three small group or focus group meetings with targeted stakeholders, such as property owners, business representatives, cultural organizations, neighborhood leaders, or institutional partners. These sessions are intended to gather more detailed perspectives on specific topics including housing, mobility, cultural spaces, or public

space considerations.

Each meeting will be structured around clear objectives and facilitated to encourage candid dialogue and constructive input. The City will identify participants and manage invitations, with MIG providing facilitation and documentation support.

Key Meetings

» Three Small Group / Focus Group Meetings (In-person, up to 90 minutes each, 1–2 MIG staff)

Key Deliverables

» Summary of key input and implications for the Downtown Design Plan (MS Word, up to 5 pages per meeting)

1.E Demonstration or Pop-Up Activation Project

To support engagement and test Downtown activation strategies, MIG will coordinate one temporary demonstration or pop-up activation project, to be held in conjunction with an existing Downtown summer event.
The purpose of the demonstration would be to pilot a concept related to public space activation, placemaking, mobility, or third places in a low-cost, temporary format. MIG will work with City staff to define the concept, identify a feasible location, and outline setup requirements. The City will coordinate permits, logistics, materials procurement, and event integration and will provide volunteer support if required.

This effort is intended as a proof-of-concept exercise that can inform future capital improvements or programming strategies.

Key Meetings

» Demonstration / Pop-Up Activation Event (In-person, duration aligned with host event, 1 MIG staff, 1 Halff staff)

Key Deliverables

» Concept brief and layout diagram (PDF)

» Post-event summary memo documenting observations and lessons learned (MS Word, up to 5 pages)

1.F Planning Commission and City Council Meetings

MIG will participate virtually in up to one Planning Commission meeting and one City Council meeting to present key project milestones, respond to questions, and support City staff during formal review discussions.

The City will lead agenda placement and staff reporting. MIG will prepare presentation materials in coordination with City staff and provide technical and design expertise during the meetings.

Key Meetings

» Planning Commission Meeting (Virtual, up to 2 hours, 1–2 MIG staff)

» City Council Meeting (Virtual, up to 2 hours, 1–2 MIG staff)

Key Deliverables

» Presentation materials (PPT, included as part of overall project presentations)

TASK 2: EXISTING CONDITIONS, CAPACITY & SCENARIO PLANNING

This task establishes the analytical foundation for the Downtown Design Plan and sets the stage for informed visioning and plan development. The work is intentionally high-level and policy-oriented, relying primarily on data, studies, and input provided by the City, the Downtown Fayetteville Coalition (DFC), and other partner entities. Analysis will be aligned with City Plan 2050 growth assumptions and used to understand Downtown's current conditions, future capacity, and realistic growth choices. Scenario Planning is positioned within this task to ensure that growth assumptions are clarified before design and visioning begin, resulting in a more focused and implementable plan.

2.A User & Capacity Analysis

MIG will conduct a high-level User & Capacity Analysis for Downtown Fayetteville that combines an understanding of residents, visitors, businesses, and employees into a single, integrated assessment. Using primarily City- and partner-provided data, along with relevant adopted plans and studies, this analysis will describe current conditions and broad trends within both the existing Downtown boundary and any proposed new boundary or boundaries.

The analysis will consider:

» Demographic characteristics and trends

» Housing and employment capacity considerations

» Visitor activity and economic role

» Business types, employment concentrations, and general space characteristics
» Alignment with City Plan 2050 growth targets and policy direction

This work is intended to inform planning and design decisions rather than serve as a detailed market or economic feasibility study. Findings will be framed to highlight implications for land use, urban form, housing, mobility, cultural spaces, and public realm investments.

Key Meetings

» Technical coordination meeting with City staff to confirm data sources, assumptions, and City Plan 2050 alignment (Virtual, 1 hour, 2 MIG staff)

Key Deliverables

» Data request list (provided to the City ahead of the technical coordination meeting, Excel spreadsheet)

2.B Built Environment Existing Conditions Analysis

MIG, with support from Halff, will conduct a Built Environment Existing Conditions Analysis that combines a desktop review of data and mapping provided by the City with an in-person field survey of Downtown's public realm and built environment. The field survey will be conducted in coordination with the Project Kickoff & Public Engagement Strategy Work Session and will include key City staff from relevant departments.

The analysis will document existing physical conditions across the full study area and address all Plan Components identified in the RFP, including land use patterns, urban form, public spaces, mobility, and streetscape conditions. MIG staff will supplement City-provided information with targeted field observations and documentation to enable a consistent, plan-ready understanding of Downtown's physical context and opportunities.

Key Meetings

» Field survey / site tour with City staff (In-person, up to 4 hours, 2 MIG staff, 2 Halff staff [to be combined with Project Kickoff & Public Engagement Strategy Work Session or the following day])

Key Deliverables

» N/A

2.C Synthesis of Existing Conditions

MIG will prepare a Capacity and Existing Conditions Summary Report synthesizing findings from the User & Capacity Analysis and the Built Environment Existing Conditions Analysis. The report will clearly document key trends, opportunities, constraints, and policy implications, with explicit reference to City Plan 2050 alignment.

This synthesis will provide a clear, accessible foundation for Scenario Planning, Visioning, and subsequent plan development.

Key Meetings

» N/A

Key Deliverables

» Capacity and Existing Conditions Summary Report suitable for inclusion in the Downtown Design Plan, with a summary of City Plan 2050 alignment and policy implications (MS Word, up to 30 pages)
» Maps and graphics illustrating key trends and subarea distinctions

2.D Scenario Planning

MIG will conduct a Scenario Planning exercise in collaboration with City staff to explore alternative Downtown growth patterns. This effort will include the development of two to three high-level Downtown growth scenarios, informed by:

» The User & Capacity Analysis
» The Built Environment Existing Conditions Analysis
» Public engagement completed to date and provided by the City
» City Plan 2050 growth targets and policy direction

Each scenario will evaluate tradeoffs and implications related to housing and employment growth, urban form and the public realm, and mobility and infrastructure considerations. The process will support identification of a preferred growth scenario to be tested and refined during the Visioning task that follows.

Conducting Scenario Planning at this stage allows growth assumptions to:

» Inform plan and design concepts without predetermining outcomes;

» Reinforce the City's leadership role by establishing a City-endorsed framework;
» Align with Housing, Cultural Spaces, and Third Places strategies that depend on growth assumptions; and
» Keep later plan development focused, efficient, and non-redundant.

Key Meetings

» Scenario Planning Work Session with City staff (Virtual, up to 2 hours, 2 MIG staff)

Key Deliverables

» 2-3 Growth Scenario maps with corresponding narrative (provided ahead of the Scenario Planning Work Session, PDF)
» Final Preferred Growth Scenario map with corresponding narrative (refined final map incorporating input from the Scenario Planning Work Session, PDF)

TASK 3: VISIONING

The Visioning task translates analysis and growth assumptions into a clear, shared direction for Downtown's future. Building directly on the synthesis of engagement, existing conditions, and the preferred growth scenario established in Task 2, this task focuses on defining the vision, principles, and physical design direction that will guide all Plan Components. Visioning is structured to be collaborative, design-driven, and grounded in realistic growth expectations, so that outcomes are actionable and aligned with City policy.

3.A Initial Vision Development (MIG-led)

MIG will lead the preparation of an Initial Vision Framework that includes a draft vision statement, guiding principles, and high-level objectives tied to each Plan Component. This work will synthesize inputs from prior tasks, including public engagement results provided by the City, the Capacity and Existing Conditions Summary, and the preferred growth scenario identified in Task 2.D.

The purpose of this subtask is to establish a clear starting point for collaborative discussion and design exploration during the Downtown Design Charrette. Draft materials will be structured to focus discussion on Downtown's desired character, priorities, and outcomes rather than detailed solutions.

Key Meetings

» Initial Visioning Work Session with City staff (Virtual, 90 minutes, 2 MIG staff, 1 Halff staff)

Key Deliverables

» Initial Vision Memo, including draft vision statement, guiding principles, and Plan Component objectives (MS Word, up to 10 pages, 1 round of revisions)

3.B Downtown Design Workshop

MIG, with support from Halff, will facilitate a half-day Downtown Design Workshop with City staff and key technical partners. The charrette will be a hands-on, collaborative working session focused on translating prior analysis, engagement synthesis, and the preferred growth scenario into clear physical and public realm strategies.

The charrette will:

» Translate the synthesis of prior tasks and the preferred growth scenario into physical concepts;
» Apply agreed-upon growth assumptions to Downtown form and structure;
» Explore urban design, public realm, and mobility implications; and
» Establish a shared design direction to guide all Plan Components, particularly those related to the built environment and public space.

Following the half-day charrette, MIG and the City will host a community open house to share preliminary concepts and design directions emerging from the charrette and allow the community a chance to engage directly with City staff on technical elements of the plan. MIG will prepare presentation materials and facilitate discussion during the event, while the City will manage invitations and notifications. This approach allows the City to determine the appropriate level and format of public engagement while maintaining continuity between the design process and community dialogue.

Clear objectives and desired outcomes for the charrette, and for any associated public-facing activities, will be established in advance in coordination with City staff.

Key Meetings

» Downtown Design Charrette and Open House (In-person, up to 8 hours, 2 MIG staff, 2 Halff staff)

Key Deliverables

» All charrette materials including printed base maps, wall graphic materials, etc.

» Project progress presentation (PPT, up to 50 slides)

TASK 4: DOWNTOWN FRAMEWORK AND PLAN DEVELOPMENT

Task 4 focuses on translating the outcomes of analysis, scenario planning, and visioning into an integrated Downtown framework and a clear, implementable Downtown Design Plan. This task synthesizes all prior work into a cohesive structure that aligns physical design, policy direction, and implementation strategies, while remaining flexible to accommodate City-led review, refinement, and adoption processes.

4.A Development of an integrated Downtown framework

MIG and Halff will coordinate all Plan Components into a single, integrated Downtown framework that establishes the overall structure, priorities, and relationships among land use, urban form, public space, mobility, and supporting systems. The framework will reflect the agreed-upon vision, guiding principles, and preferred growth scenario, and will serve as the organizing structure for the Downtown Design Plan.

The integrated Downtown framework will include coordinated direction for the following Plan Components, consistent with the RFP:

» **Housing:** Downtown housing needs, typologies, scale, affordability considerations, and integration with services, amenities, and linkages with existing neighborhoods

» **Cultural Spaces:** Cultural facilities, creative spaces, arts district considerations, and integration of arts and culture into Downtown's physical form and identity

» **Third Places:** Non-commercial civic, social, and community gathering spaces that support inclusion, civic life, and Downtown livability

» **Placemaking & Public Realm:** Activation, design, and programming of streets, plazas, and public spaces to reinforce Downtown identity and experience

» **Urban Landscape, Green Infrastructure & Forestry:** Tree canopy, green infrastructure, sustainability, and environmental performance within the Downtown public realm

» **Parks & Public Spaces:** Downtown open space network, access, connectivity, and relationships to adjacent land uses

» **City Hall Campus & City-Owned Properties:** Strategic role of publicly owned sites in supporting Downtown goals, redevelopment opportunities, and civic presence

» **Circulation & Mobility:** Multimodal circulation, walkability, bicycle access, transit, parking considerations, and rights-of-way as public spaces

» **College Avenue:** Urban design, streetscape, mobility, and placemaking strategies specific to College Avenue as a primary Downtown corridor

» **Solid Waste:** Integration of service, loading, and waste management needs into Downtown design and functionality

» **Public Safety:** Environmental design strategies and public realm considerations that support safety, comfort, and accessibility

A Downtown Framework work session with City staff will be used to review the draft framework, confirm alignment with City priorities and City Plan 2050, and identify refinements prior to advancing into full plan development. This session will also be used to confirm responsibilities and assignments for the development of plan content.

Key Meetings

» Downtown Framework work session with City staff (Virtual, up to 2 hours, 2 MIG staff, 2 Halff staff)

Key Deliverables

» Draft Downtown Framework presentation (delivered prior to Downtown Framework work session, PPT, up to 30 slides)

4.B Downtown Design Plan

Building on the approved Downtown Framework and pulling in staff-provided content, MIG will prepare the Downtown Design Plan, integrating all Plan Components into a clear, well-organized, and visually compelling document suitable for City review, public communication, and adoption. The Plan will translate the framework into coordinated policies, design guidance, and implementation strategies, while clearly articulating how recommendations support the vision, growth assumptions, and City Plan 2050.

MIG will support the City through iterative plan development, including preparation of:

» A Draft Downtown Design Plan for City staff review and internal coordination

» A Revised Draft Downtown Design Plan incorporating City feedback and suitable for City-led public review

» A Final Downtown Design Plan refined for adoption, with the adoption process to be led by City staff

Throughout this task, MIG will coordinate closely with City staff to confirm clarity, consistency, and usability of the final document.

Key Meetings

» Up to 3 coordination meetings with City staff (Virtual, 1 hour each, 1 MIG staff)

Key Deliverables

» Draft Downtown Design Plan (City review)

» Revised Draft Downtown Design Plan (public review)

» Final Downtown Design Plan (adoption-ready, adoption process to be conducted by City staff)

Scope Assumptions

The MIG Team has made the following assumptions concerning the administration of the Fayetteville Downtown Design Plan project. These assumptions are intended to clarify City staff and MIG Team roles and responsibilities.

PROJECT MANAGEMENT

» MIG will provide project management for the overall project and be responsible for managing the MIG Team. MIG will prepare for and facilitate one-hour, biweekly meetings with the City Project Management Team (PMT).

» City staff will be responsible for project coordination tasks throughout the process, including providing relevant reports and documentation to the MIG Team; reviewing all documents and providing comments; publicizing and arranging public meetings; and scheduling/arranging workshops and public hearings.

» The City will keep MIG informed of all significant issues that arise in the community that may significantly affect the project (e.g., policy shifts, major project applications, major events, and major reports or studies).

» If the City's project manager changes during the project and necessitates more than two hours of MIG staff time, this will be considered extra services. Should the MIG project manager change, MIG will provide a thorough briefing and update, limiting additional time required by the City to two hours.

BUDGET

» The budget estimates how project costs are allocated among phases, tasks, and MIG Team members. The MIG Team will not exceed the total contract amount without the express approval of the City. MIG may reallocate costs among phases and tasks and MIG Team members to carry out the phases and tasks in the Scope of Work. MIG will notify City staff of significant cost reallocations in conjunction with monthly invoicing and progress reports.

» The City will compensate the MIG Team for work carried out at the request of the City that is outside of the final Scope of Work. MIG will inform

City staff of any work that is out-of-scope and subject to additional costs before conducting the work. The City will compensate the MIG Team for this work on a time-and-expenses basis according to current billing rate schedules.

- Direct costs will be billed at cost, plus a 10% markup.
- Direct costs have been estimated based on current pricing (e.g., airfares and hotel room rates). If travel costs increase significantly over the multi-year project timeframe, MIG may have to revise direct costs accordingly.

SCHEDULE

- During the kickoff meeting, MIG and City staff will mutually set specific dates for drafts, reviews, and finalization of each deliverable. MIG will make every effort to meet the deadlines outlined in the project schedule. The City will make every effort to meet the deadlines outlined in the project schedule developed and agreed upon by the City and MIG.
- The City will not hold the MIG Team responsible for schedule delays resulting from circumstances or events beyond the control of the MIG Team.

DOCUMENTS AND GRAPHICS

- The City will conduct one round of review of each draft. The City Project Manager will coordinate document review by necessary departments, individuals, and organizations.
- The City will provide a single, consolidated and reconciled set of comments in electronic format on all documents. The City will review all comments to resolve inconsistencies and provide clear directions. Changes will be provided using track changes or a similar digital comment format if possible.
- The City will not distribute working draft or administrative draft documents to decision-makers or the public, unless otherwise determined by the MIG Team and City staff.

DATA

- The City will provide current and available GIS data that is reasonably accurate for completing the project.
- The MIG Team will not produce any new GIS data other than what is identified explicitly in the tasks outlined in the Scope of Work.

V. Management Approach

At MIG, internal time and task management are very important to us. Each project is budgeted by task and subtask prior to project kickoff. Project managers receive weekly feedback that relates percent of time and fee expended to percent completed for each task. We use Deltek Vision project planning software to assure that our projects are correctly staffed throughout the duration of the project, report on budget status, and identify potential staffing conflicts with other projects. Client milestones drive our project management process; the ultimate goal of the project is delivering an excellent and implementable project deliverable on time and on budget.

MIG will manage scope, schedule, budget, and coordination among the MIG Team and City staff, so that work progresses efficiently and decision points are clearly identified and supported with the appropriate information.

Project Management

0.1 Project Kickoff Meeting

MIG will facilitate a comprehensive in-person project kickoff meeting to align the MIG Team and City staff on project objectives, roles, responsibilities, and expectations. The kickoff will include a review of the project scope, confirmation of the project area, discussion of anticipated challenges, and identification of key milestones and coordination points with project partners. This meeting will also establish communication protocols, decision-making processes, expectations for deliverables, and review timelines.

In addition, we propose to combine a Public Engagement Strategy Work Session with this Project Kickoff Meeting. This Work Session is outlined in the Program section, in Task 1.A. Following this combined meeting, we propose a Downtown walking tour with key City staff and partners to learn directly from you the issues facing Downtown today.

Key Meetings

» Project Kickoff Meeting (In person, 1 hour, 2 MIG staff, 1 Halff staff)

  – For efficiency, this meeting will be combined with the Public Engagement Strategy Work Session (Task 1.A) for a 3-hour session. A Downtown walking tour with key City staff and partners will occur during the same trip. MIG will use the time in Fayetteville to conduct our Built Environment Existing Conditions Analysis field surveys (Task 2.B).

Key Deliverables

» Kickoff agenda and slide presentation, if needed (PPT, up to 15 slides)

» Confirmed project schedule and work plan (Excel workbook)

0.2 Biweekly Project Management Team (PMT) Meetings

MIG will coordinate biweekly PMT meetings to maintain momentum and transparency. These meetings will be used to review progress, discuss technical findings, coordinate upcoming engagement activities, and address policy or implementation questions as they arise. We will use PMT meetings to flag upcoming decisions, manage expectations for project tasks, and keep the project on track within the accelerated schedule.

Key Meetings

» Biweekly PMT meetings (Up to 18 meetings) (Up to 1 hour each, virtual, 1 MIG staff, 1 Halff staff)

Key Deliverables

» Meeting agendas, action items, and summaries (MS Word or PDF)

0.3 Meeting Documents, Progress Reports, and Monthly Invoices

MIG will prepare concise and clear documentation for all meetings and project milestones, so that City staff have an accurate record of decisions and next steps. Monthly invoices will be accompanied by brief progress summaries describing work completed and upcoming activities, supporting efficient project oversight and financial management.

Key Meetings

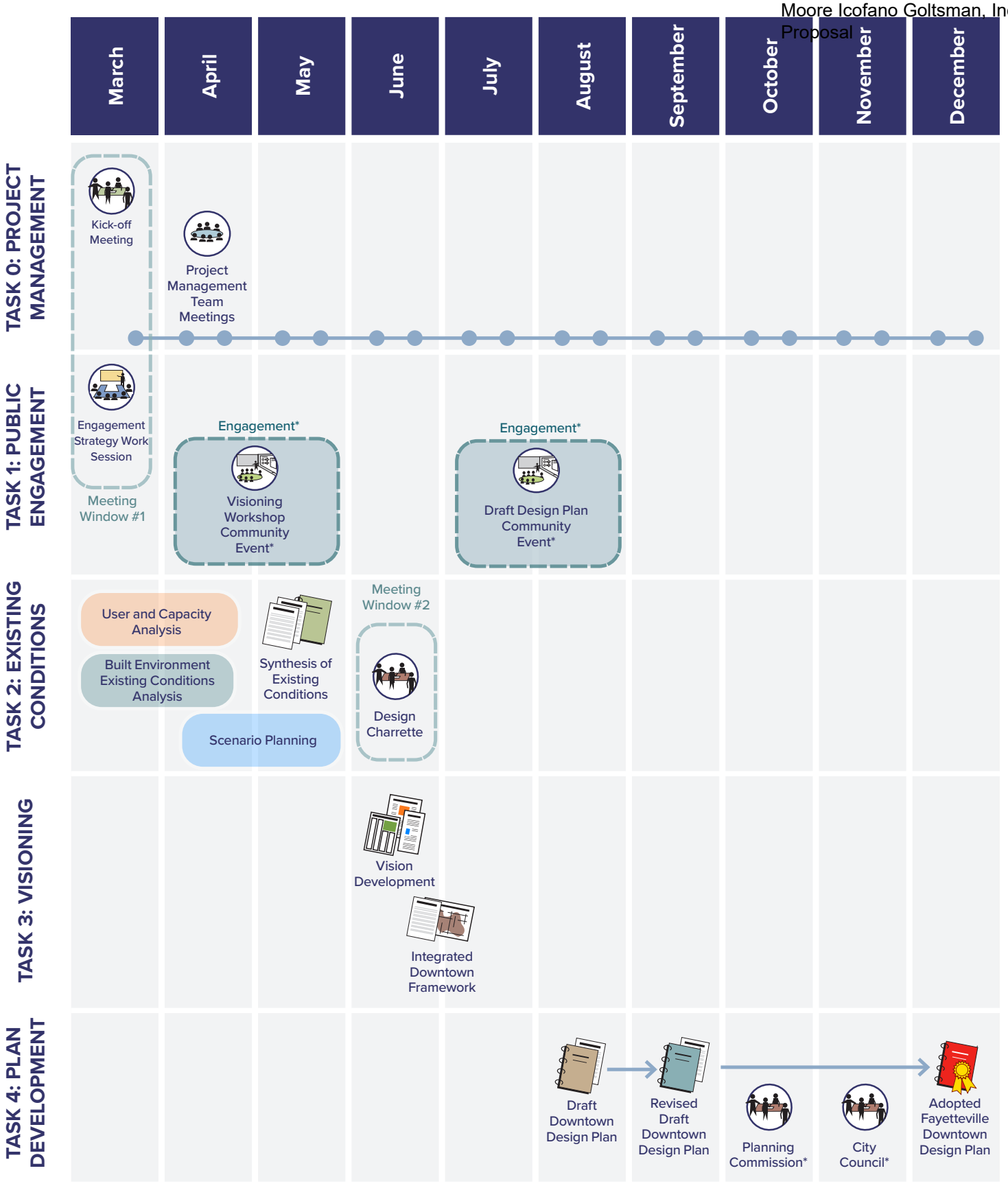
» N/A

Key Deliverables

» Monthly progress summaries (MS Word or PDF)

» Monthly invoices

Exhibit A: Project Schedule



* MIG assumes that the City of Fayetteville will the plan adoption process. The adoption-related milestones shown in the proposed schedule are included for illustrative coordination purposes only and are intended to demonstrate how plan development aligns with anticipated City review and adoption timelines.

MIG

City of Fayetteville I DOWNTOWN DESIGN PLAN

estimated project cost

		MIG, Inc.																Consultants (include direct c			
		Jay Renkens *Consulting Principal*		Ryan Sotirakis *Project Manager*		Mark De La Torre *Project Director*		Marcia Boyle *Senior Planner*		Erik Strand *Economic Analyst*		Laura Lopez *Landscape Architecture Associate*		Ander Garcia O'Dell *Planning Associate*		Amanda Dorsey *Project Administrator*		*MIG Totals*	Halff Associates	*Sub Totals*	*MIG Direct Costs*	Professional Fees Totals
		Hrs@	$295	Hrs@	$175	Hrs@	$195	Hrs@	$160	Hrs@	$160	Hrs@	$120	Hrs@	$110	Hrs@	$120					
TASK 0:	PROJECT MANAGEMENT																					
0.1	Project Kickoff Meeting	12	$3,540	14	$2,450	1	$195	12	$1,920		$0		$0		$0		$0	*39*	*$8,105*	$2,280	$2,280	$9,000	$19,385
0.2	Biweekly Project Management Team (PMT) Meetings	4	$1,180	24	$4,200		$0	6	$960	4	$640		$0		$0		$0	*38*	*$6,980*	$4,080	$4,080		$11,060
0.3	Meeting Documents, Progress Reports, and Monthly Invoices		$0	24	$4,200		$0		$0		$0		$0		$0	12	$1,440	*36*	*$5,640*	$0	$0		$5,640
	Subtotal	16	$4,720	62	$10,850	1	$195	18	$2,880	4	$640	0	$0	0	$0	12	$1,440	*113*	*$20,725*	$6,360	$6,360	$9,000	$36,085
TASK 1:	PUBLIC ENGAGEMENT																					
1.A	Engagement Strategy Work Session	8	$2,360	8	$1,400		$0	8	$1,280		$0		$0	12	$1,320		$0	*36*	*$6,360*	$3,840	$3,840		$10,200
1.B	Synthesis and Integration of City-led Engagement	2	$590	16	$2,800	4	$780	16	$2,560	8	$1,280	8	$960	40	$4,400		$0	*94*	*$13,370*	$0	$0		$13,370
1.C	Large Format Workshops (2)	24	$7,080	24	$4,200		$0		$0		$0		$0		$0		$0	*48*	*$11,280*	$5,400	$5,400	$22,000	$38,680
1.D	Small Group and Focus Group Meetings (3)	3	$885	6	$1,050		$0	6	$960		$0		$0		$0		$0	*15*	*$2,895*		$0		$2,895
1.E	Demonstration or Pop-Up Activation (1)	4	$1,180	8	$1,400	2	$390	2	$320		$0	24	$2,880	24	$2,640		$0	*64*	*$8,810*	$4,500	$4,500	$3,000	$16,310
1.F	Planning Commission and City Council Meetings (2)	6	$1,770	6	$1,050		$0		$0		$0		$0	16	$1,760		$0	*28*	*$4,580*		$0		$4,580
	Subtotal	47	$2,950	68	$4,200	6	$780	32	$3,840	8	$1,280	32	$960	92	$5,720	0	$0	*285*	*$47,295*	$13,740	$13,740	$25,000	$86,035
Task 2:	EXISTING CONDITIONS, CAPACITY & SCENARIO PLANNING																					
2.A	User & Capacity Analysis	1	$295	8	$1,400	2	$390	4	$640	16	$2,560		$0	30	$3,300		$0	*61*	*$8,585*	$0	$0		$8,585
2.B	Built Environment Existing Conditions Analysis	1	$295	16	$2,800	2	$390	16	$2,560	8	$1,280		$0	40	$4,400		$0	*83*	*$11,725*	$11,920	$11,920		$23,645
2.C	Synthesis of Existing Conditions	1	$295	4	$700	2	$390	4	$640	8	$1,280		$0	40	$4,400		$0	*59*	*$7,705*	$10,720	$10,720		$18,425
2.D	Scenario Planning	2	$590	12	$2,100	2	$390	16	$2,560	4	$640		$0	40	$4,400		$0	*76*	*$10,680*	$0	$0		$10,680
	Subtotal	5	$1,475	40	$7,000	8	$1,560	40	$6,400	36	$5,760	0	$0	150	$16,500	0	$0	*279*	*$38,695*	$22,640	$22,640	$0	$61,335
Task 3:	VISIONING																					
3.A	Iniital Vision Development	2	$590	12	$2,100	2	$390	8	$1,280	4	$640		$0	30	$3,300		$0	*58*	*$8,300*	$6,080	$6,080		$14,380
3.B	Downtown Design Workshop	1	$295	24	$4,200	18	$3,510	4	$640		$0		$0	40	$4,400		$0	*87*	*$13,045*	$5,520	$5,520	$6,000	$24,565
3.C	Downtown Design Open House		$0	8	$1,400	8	$1,560		$0		$0		$0	20	$2,200		$0	*36*	*$5,160*	$6,300	$6,300	$2,000	$13,460
	Subtotal	3	$885	44	$7,700	28	$5,460	12	$1,920	4	$640	0	$0	90	$9,900	0	$0	*181*	*$26,505*	$17,900	$17,900	$8,000	$52,405
Task 4:	DOWNTOWN FRAMEWORK & PLAN DEVELOPMENT																					
4.A	Development of an Integrated Downtown Framework	2	$590	24	$4,200	4	$780	20	$3,200	4	$640	40	$4,800	120	$13,200		$0	*214*	*$27,410*	$11,960	$11,960		$39,370
4.B	Downtown Design Plan	2	$590	24	$4,200	4	$780	20	$3,200	2	$320	40	$4,800	120	$13,200		$0	*212*	*$27,090*	$12,960	$12,960		$40,050
	Subtotal	4	$1,180	48	$8,400	8	$1,560	40	$6,400	6	$960	80	$9,600	240	$26,400	0	$0	*426*	*$54,500*	$24,920	$24,920	$0	$79,420
SUBTOTAL		**75**	**$22,125**	**262**	**$45,850**	**51**	**$9,945**	**142**	**$22,720**	**58**	**$9,280**	**112**	**$13,440**	**572**	**$62,920**	**12**	**$1,440**	***1284***	***$187,720***	**$85,560**	**$85,560**	**$42,000**	**$315,280**
10%	Contingency																						*$31,528*
10%	Markup (on Subconsultants and Direct Costs)																						*$12,756*
TOTAL PROJECT COSTS																							**$359,564**

VI. Personnel

MIG is proud to present a highly experienced and qualified team to provide planning, design, facilitation, and implementation services for the Fayetteville Downtown Design Plan. Our team members have been selected for their strong expertise in their fields of work as well as their passion for this project.

PROJECT MANAGEMENT

Principal-in-Charge **Jay Renkens, AICP**, is a national leader in the transformation, planning, and design of downtown spaces. Jay has led urban design, land use planning, downtown revitalization, economic development, and mixed-use corridor projects in cities large and small throughout North America. Jay will provide thought leadership, as well as overall project oversight and quality control, so that adequate resources are made available to the project and all contractual requirements are met.

Project Director **Mark De La Torre** will be responsible for the overall management of the project team, so each subject matter expert is utilized at the appropriate point in the project timeline. Mark regularly leads large project teams for downtown and planning projects, maintaining efficiency and collaboration throughout the process. He is a skilled facilitator and brings invaluable experience working with clients and project partners to produce an end product that is reflective of all input.

Ryan Sotirakis, AICP, will be the Project Manager and day-to-day contact for this project and responsible for the direction of the team. Ryan provides strong project management and coordination, leading multidisciplinary teams in the successful creation of a variety of downtown and neighborhood plans. Through his experience on similar downtown planning and design projects, Ryan has a proven track record of leading projects with clear and implementable outcomes and engaging clients in a collaborative process.

TECHNICAL SUPPORT

A deep bench of skilled professionals in key technical disciplines will support the MIG project management team for this effort. They include:

- **Marcia Boyle, AICP,** Senior Planner and Historic Preservationist (MIG)
- **Laura Lopez**, Project Associate (MIG)
- **Ander Garcia O'Dell**, Project Associate (MIG)
- **Carter Smith, PLA, CLARB, ASLA**, Landscape Architect (Halff)
- **Austin Thomas, AICP, CNU-A, PMP,** Placemaking Specialist (Halff)
- **Aaron Boll, PE, PMP, CFM**, Civil Engineer (Halff)
- **Ashley Pifer, PhD, PE**, Infrastructure Engineer (Halff)

TEAM ORGANIZATIONAL CHART

Our team has been hand-picked to specifically align with and address the scope elements outlined in the RFP. The structure and team member areas of expertise are outlined below.

FIRM DESIGNATIONS:

MIG

Halff

MIG Project Management

Jay Renkens
Mark De La Torre
Ryan Sotirakis

Public Engagement and Visioning

Mark De La Torre
Ryan Sotirakis
Austin Thomas

User & Capacity Analysis

Ryan Sotirakis
Marcia Boyle
Ander Garcia O'Dell

Scenario Planning

Jay Renkens
Ryan Sotirakis
Laura Lopez

Housing

Jay Renkens
Ryan Sotirakis
Ander Garcia O'Dell

Cultural Spaces

Mark De La Torre
Ryan Sotirakis
Marcia Boyle

Third Places

Mark De La Torre
Ryan Sotirakis
Marcia Boyle

Placemaking

Ryan Sotirakis
Austin Thomas

Urban Landscape & Forestry

Ryan Sotirakis
Austin Thomas
Carter Smith

Parks

Ryan Sotirakis
Austin Thomas
Carter Smith

City Hall Campus/City-Owned Property

Ryan Sotirakis
Ander Garcia O'Dell
Austin Thomas

College Avenue

Ryan Sotirakis
Laura Lopez
Carter Smith

Solid Waste

Ryan Sotirakis
Aaron Boll
Ashley Pifer

Circulation and Mobility

Ryan Sotirakis
Aaron Boll
Austin Thomas

Public Safety

Ryan Sotirakis
Ander Garcia O'Dell

Jay Renkens, AICP

PRINCIPAL-IN-CHARGE / CHIEF PRACTICE OFFICER **10% AVAILABLE**

Jay Renkens is a planning and design leader with national experience in downtowns, transit-oriented development, streetscapes, land use, and economic development. While researching health and motivational theory, Jay was struck by the significant influence that the environment has on people's choices and behavior, and he has sought to shape environments for the better ever since. Although his original studies are behind him, they still form the lens that Jay uses in taking a holistic approach to optimizing social, economic, and physical wellness for the greatest number of people. He strives to integrate equity into planning and design and to address the unintended consequences of gentrification such as displacement and the losses of culture and authenticity. Jay is a Principal and holds the roles of Chief Practice Officer and Director of Firmwide Planning and Design Services at MIG. He has successfully led projects from high-level vision to implementation by facilitating client, community, and stakeholder collaboration, consensus, and engagement in communities throughout the country from San Antonio to Buffalo, Portland to Charlotte, and Spokane to Denver.

TENURE WITH MIG

» 20 years

EDUCATION

» MURP, Portland State University

» MS, Psychology of Health and Exercise, Purdue University

» BS, Health Promotion and Wellness, University of Wisconsin, Stevens Point

CERTIFICATIONS

» American Institute of Certified Planners (AICP), #185886

PROFESSIONAL AFFILIATIONS

» American Planning Association

» Urban Land Institute

» International Downtown Association

AWARDS

» Downtown Excellence Award for Best Partnerships: Downtown Boulder Vision Plan, DCI, 2024

» APA Daniel Burnham Award: Charlotte Future 2040 Comprehensive Plan, 2023

SELECTED PROJECT EXPERIENCE

» Downtown Boulder Vision Plan, Boulder, CO

» Historic Firestone Neighborhood Plan, Town of Firestone, CO

» Alamosa Downtown Design Plan, Alamosa, CO

» Heart of Golden Civic and Cultural Campus Master Plan, Golden, CO

» Charlotte Center City Plans (2020 and 2040), Charlotte, NC

» Colorado Springs Downtown Master Plan, Colorado Springs, CO

» Upper Downtown Plan, Denver, CO

» Downtown's Next Step: Main Avenue Concept and Design, Durango, CO

» Northglenn Civic Center Master Plan, Northglenn, CO

» Downtown Madison Strategic Plan, Madison, WI

» Imagine Duluth Downtown Master Plan, Duluth, MN

» Downtown Waterfront Improvement Plan, Buffalo, NY

» Ankeny/Burnside Development Framework, Portland, OR

» San Marcos Comprehensive Plan and Downtown Master Plan, San Marcos, TX

» Downtown Albany Strategy, Albany, NY

» Downtown Sub-Area Plan, San Antonio, TX

» Old Town Neighborhoods Plan, Fort Collins, CO

» Spokane Downtown Master Plan Update, Spokane, WA

Mark De La Torre

PROJECT DIRECTOR **15% AVAILABLE**

Drawing from his extensive background in architecture, landscape architecture, urban planning, and real estate development, Mark De La Torre leads multidisciplinary teams in crafting plans and designs for clients and communities of every size and scale throughout the Rocky Mountain region and across the country. As Denver's Director of Operations, he uses the tools at his disposal to align the talent, passion, and skills of client and project teams to achieve the best and most impactful outcomes. As Director of MIG's Visualization Studio, Mark and his team employ a wide range of graphics and technology to elicit meaningful input and encourage informed decision-making by allowing people to see and experience potential policy changes or design alternatives.

He excels in stakeholder and community engagement and client relations, applying technical expertise garnered from over a decade of hands-on experience. As a leader in the firm and the field, Mark is dedicated to ensuring that the next generation of great thinkers and designers are positioned with guidance and support to tackle and solve critical challenges like economic disparity, social equity, and climate change facing all communities now and in the future.

TENURE WITH MIG

» 12 years

EDUCATION

» MLA, University of Arizona, Tucson

» BArch, University of Arizona, Tucson

PROFESSIONAL AFFILIATIONS

» Urban Land Institute (ULI), Colorado

» Real Estate Diversity Initiative

» Downtown Colorado, Inc. (DCI)

» International Downtown Association (IDA)

AWARDS

» Downtown Excellence Award for Best Partnerships: Downtown Boulder Vision Plan, DCI, 2024

» Downtown Achievement Award of Excellence: Imagine Downtown KC, IDA, 2022

» Excellence Award: SA Tomorrow Regional Centers Planning, IDA, 2021

» Governor's Award for Downtown Excellence: Alamosa Downtown Plan, Alamosa, CO, 2020

SELECTED PROJECT EXPERIENCE

» Downtown Greensboro 2030 Strategic Vision Plan, NC

» Downtown Tulsa Forward Strategic Investment Plan, Tulsa, OK

» Downtown Boulder Vision Plan, Boulder, CO

» Charlotte Center City Plans (2020 and 2040), Charlotte, NC

» North Tryon Vision and Implementation Plan, Charlotte, NC

» Regis University Master Plan and Development Support, Denver, CO

» Lutheran Legacy Campus Master Plan, Wheat Ridge, CO

» Denver Upper Downtown Plan, Denver, CO

» Imagine Downtown KC 2030 Strategic Plan, Kansas City, MO

» Colorado Springs Downtown Master Plan, Colorado Springs, CO

» RidgeGate East Village Master Plan, Lone Tree, CO

» Denver Moves: Broadway (Broadway/Lincoln Corridor Study), Denver, CO

Ryan Sotirakis, AICP

PROJECT MANAGER **40% AVAILABLE**

Ryan Sotirakis is a planner, urban designer, and landscape designer whose diverse portfolio of work includes urban design, planning, landscape architecture, and public space programming and management. Ryan's early curiosity about cities and the built environment led him to undergraduate studies in urban planning and a master's in landscape architecture. Personable and engaging, he thoroughly enjoys working with communities, colleagues, and clients to envision, design, and build the best public spaces possible with available resources. By teaching courses, mentoring younger staff, presenting at conferences, and conducting his own research, Ryan stays current with best practices and trends to innovate and try different approaches to produce better results. With two decades of experience, he brings focus, creativity, and rigor to planning and design processes, as well as the deliverables that emerge from them—ensuring clarity of vision and a shared understanding of desired outcomes and implementation actions.

TENURE WITH MIG

» 1 year

EDUCATION

» MLA, University of Colorado, Denver

» Bachelor of Urban Planning, University of Cincinnati

CERTIFICATIONS

» American Institute of Certified Planners (AICP), #29625

» Certificate in Public Participation, International Association for Public Participation (IAP2)

PROFESSIONAL AFFILIATIONS

» American Planning Association (APA)

» Downtown Colorado, Inc. (DCI)

AWARDS

» AZ ASLA Planning, Truckee River Vision Plan, 2025

» CO APA Planning Excellence, Olde Town Arvada Strategic Reinvestment Plan, 2024

SELECTED PROJECT EXPERIENCE

» San Francisco PBID Expansion Study, San Francisco, CA

» Madison Downtown Economic Investment Strategy, Madison, WI

» Littleton Boulevard Small Area Plan, Littleton, CO

» Central Area Mobility Hubs & Placemaking Plan, Boulder, CO

» Burbank Outdoor Dining Program, Burbank, CA

» Duluth Skywalks Study, Duluth, MN

» Olde Town Arvada Strategic Reinvestment Plan, Arvada, CO*

» Ralston Road Livable Centers & Corridors Plan, Arvada, CO*

» MesaCONNECTED TOD Plan, Mesa, AZ*

» Truckee River Vision Plan, Reno, NV*

» Brighton Community Identity Design Plan, Brighton, CO*

» Brighton Downtown Public Realm Improvement Plan, Brighton, CO*

» Urban Forest Strategic Plan, Denver, CO*

» Denver Downtown Plan of Development, Denver, CO*

» Idaho Springs Downtown Plan, Idaho Springs, CO*

» Central Park Station Design Guidelines, Denver, CO*

» Park Union District Public Realm Plan, Colorado Springs, CO*

» Englewood Urban Center & Station Area Plan, Englewood, CO*

* Projects completed prior to joining MIG

Marcia Boyle, AICP

SENIOR PLANNER AND HISTORIC PRESERVATIONIST 20% AVAILABLE

Marcia Boyle is an accomplished urban planner and historic preservation specialist impassioned about creating vibrant public spaces. Her journey began in architecture, but she quickly realized her interest in the larger picture of the community, focusing on character and understanding how people interact with their environment and public realm design. With a graduate degree in urban planning and a focus on historic preservation, Marcia continues championing the importance historic resources that lend a sense of place and character in all her projects. Her work often involves preserving and celebrating historical elements, but what sets her apart is her innovative approach to highlighting a community's character and incorporating design features that breathe new life into more comprehensive planning efforts. She believes that the character of the built environment is a powerful tool for shaping communities.

Her desire to connect with communities and reflect their vision in planning tools drives Marcia. She accomplishes this by engaging with diverse stakeholders, listening to their visions for the future, and understanding their desires and needs. She then translates the information gathered into actionable recommendations for her clients. She balances various community desires and needs, providing a direction that thoughtfully reflects community input.

TENURE WITH MIG

» 1.5 years

EDUCATION

» MURP, University of Illinois, Urbana-Champaign

» BA, St. Olaf College

CERTIFICATIONS

» American Institute of Certified Planners (AICP), #32882

PROFESSIONAL AFFILIATIONS

» American Planning Association (APA)

» Downtown Colorado, Inc. (DCI)

» International Downtown Association (IDA)

AWARDS

» "Public Outreach Award - ReflectDSM: Des Moines Historic Preservation Plan," Iowa Chapter of the American Planning Association, 2023Foundation Conference, May 2024

SELECTED PROJECT EXPERIENCE

» Downtown Greensboro 2030 Strategic Vision Plan, Greensboro, NC

» Downtown Master Plan Update, State College, PA

» San Antonio Tomorrow Neighborhood Planning, San Antonio, TX

» Neighborhood Planning Initiative, Denver, CO

» Historic Preservation Plan, Wildwood, MO

» San Marcos North of Campus Plan, San Marcos, TX

» Envision Lakewood Comprehensive Plan, Lakewood, CO

» Tule Springs East Area Plan, North Las Vegas, NV

» Littleton Boulevard Area Plan, Littleton, CO

» Downtown Florence 2030, Florence, SC*

» Master Plan, Northville, MI*

» Harris Park Neighborhood Plan, Westminster, CO*

» Preservation Strategy and Code Update, Jackson, WY*

» Residential Historic District Design Guidelines, Waxahachie, TX*

» Historic Preservation Plan, Corvallis, OR*

» Deadwood Main Street Master Plan, Deadwood, SD*

* Projects completed prior to joining MIG

Laura Lopez

PROJECT ASSOCIATE **25% AVAILABLE**

Laura Lopez is a landscape designer and planner dedicated to creating places that are sustainable, resilient, and inclusive. In her final year of undergraduate studies, Laura received feedback about her holistic approach to a design assignment that led her to landscape architecture. She believes in the power of design and planning to create spaces that unite people in shared experiences, and to do so, Laura considers each site and its context in relation to community, culture, history, and environment. She has a deep interest in using her skills and experience to address climate change and environmental justice through authentic and collaborative planning and design processes. Laura is particularly adept in graphic communications, such as visualizations, modeling, and rendering, to help clients and communities "see" what is achievable. She also conducts research and analysis to evaluate impacts and trade-offs associated with alternatives in support of well-informed decision-making.

TENURE WITH MIG

» 3 years

EDUCATION

» MLA, Auburn University

» BA, Industrial Design, Auburn University

PROFESSIONAL AFFILIATIONS

» American Society of Landscape Architects, Student Chapter, 2018–2020

AWARDS

» Design and Construction Division Award: Auburn Symposium College of Architecture, 2020

SELECTED PROJECT EXPERIENCE

» SA Tomorrow Area Planning Phase 3, San Antonio, TX

» Addison Beltway Drive Trail, Addison, TX

» DOLA Roadmap, Denver, CO

» Edgewater Comprehensive Plan Update, Denver, CO

» Elizabeth Pickleball Complex, CO

» Future of Park Lane Study, Kirkland, WA

» Happy Valley Downtown Overlay, OR

» Longmont TechHub, CO

» Northglenn Tiered Gateway Signage Standards, CO

» San Marcos Comprehensive Plan Update, TX

» San Mateo Objective Design Standards, CA

» Santa Barbara State Street Master Plan, CA

» Sidewalk Plans for Gulfton and Kashmere Gardens, Houston, TX

» Texas A&M San Antonio Campus Visualizations, San Antonio, TX

Ander M. Garcia O'Dell

PROJECT ASSOCIATE **25% AVAILABLE**

Ander Garcia O'Dell is a design and planning associate with a background in visual arts and culture, which shaped his interest in how people experience places. This led to a career where his work focuses on creating welcoming, functional, and environmentally responsible environments that support community well-being and encourage individual expression. Ander is committed to improving both the built and social environment by connecting everyday modes of transportation, environmental health, and social practices to guide practical and grounded design strategies. He is a creative problem-solver who uses graphic and analytic tools to help communities and decision-makers understand opportunities and constraints while moving towards more equitable and lasting outcomes.

TENURE WITH MIG

» 1.5 years

EDUCATION

» MSSc, Urban and Regional Planning, Université de Genève

» BA, Architectural Studies, Hampshire College

SELECTED PROJECT EXPERIENCE

» Downtown Henderson Investment Plan Update, Henderson, NV

» Downtown Greensboro Area Plan, Greensboro, NC

» Chehalis Basin LAND, Chehalis, WA

» Cedarland Waterfront Development, Buffalo, NY

» Inner Harbor Public Realm Plan, Buffalo, NY

» Adams County Housing Needs Assessment (HNA) and Balanced Housing Plan (BHP), Denver, CO

» Pima County Housing Needs Assessment, Tucson, AZ

» SA Tomorrow Comprehensive Plan Update, San Antonio, TX

» Downtown Tulsa Strategic Investment Project Management Plan, Tulsa, OK

» Tule Springs East Area Plan, Las Vegas, NV

» Connecting First & Last Mile Transit Study, Portland, OR

Carter Smith, PLA, CLARB, ASLA

LANDSCAPE ARCHITECT **25% AVAILABLE**

TENURE WITH HALFF

» 1 year

EDUCATION

» Bachelor of Landscape Architecture, Mississippi State University

CERTIFICATIONS

» CLARB Certified Landscape Architect #48555

REGISTRATION

» Professional Landscape Architect: AR #10293

Carter Smith is a Landscape Architect and Senior Project Manager and Team Leader for Halff's Placemaking Division. He has a diverse background in streetscapes, active transportation, green infrastructure, parks, trails, campuses, historical restoration, commercial, and mixed-use developments. His nationwide experience working collaboratively in public and private sectors alongside engineers, architects, and planners heavily influences his success as a project manager. He draws from his years in the industry and critical thinking to drive successful projects and designs by expediting workflow and collectively keeping his team on task. Carter has developed intuitive insight into the processes involved with the development and implementation of successful public open spaces in the landscape.

RELATED PROJECTS

City of Duncanville, Ladd Nature Preserve Master Plan, Duncanville, TX

Project Manager responsible for leading the master planning and ecological assessment of the Ladd Nature Preserve, including stakeholder engagement, consensus-building, and development of strategies for habitat preservation, flood mitigation, and low-impact educational facilities. Managed project deliverables, coordinated with multidisciplinary teams and subconsultants, and addressed complex challenges such as budget constraints, utility easements, and community vision alignment.

City of Grove, City Park, Grove, OK

Project Manager responsible for the planning, design, and implementation of a new multi-phase public park. Once constructed, the 47-acre site will offer residents and visitors access to playgrounds, pavilions, fitness equipment, an amphitheater, and a variety of trails. Halff provided project management, conceptual design, public engagement, survey, construction documentation, cost estimation, and construction and grant administration services.

*Bentonville County, WOKA Trails, Benton County, AR**

Responsible for collaborating closely with stakeholders and evaluating the county's needs. Developed a strategic vision aimed at enhancing the parks and recreational areas, emphasizing sustainable development to improve the community's quality of life by creating accessible and well-designed public open spaces.

* Projects completed prior to joining Halff

Austin Thomas, AICP, CNU-A, PMP

CIRCULATION AND MOBILITY SPECIALIST — **40% AVAILABLE**

TENURE WITH HALFF

» 1 year

EDUCATION

» Bachelor of Arts, Geographic Information Science, University of Memphis

CERTIFICATIONS

» American Institute of Certified Planners (AICP), #36024

» Project Management Professional (PMP), #3692891

» CNU-A

Austin Thomas is a Senior Planner and Project Manager for Halff's Placemaking Division. His experience includes a diverse range of planning and development-focused roles spanning across public and private sector projects in Memphis, Northwest Arkansas, and Texas. Austin's approach to planning draws from his understanding of the planning-to-construction progression and is focused on practical implementation-focused plans that support attainable positive outcomes for communities. He has led projects with Shelby County (TN) and the City of Springdale (AR), as well as participating in projects for the Crystal Bridges Museum of American Art and Trimble, Inc.

RELATED PROJECTS

Pea Ridge Active Transportation Plan, Pea Ridge, AR

Project Manager responsible for leading the development of an active transportation master plan to provide guidance and prioritization for a citywide network of bicycle and pedestrian facilities. The Plan will serve to support and coordinate with other relevant City plans and regional policy documents by providing a framework for strategic right-of-way acquisition and required improvements in association with private development.

City of Grand Prairie, Parks, Recreation, and Open Space Master Plan, Grand Prairie, TX

Deputy Project Manager for the Grand Vision parks, recreation, and open space master plan that serves as a blueprint to guide future parks, trails, and recreation improvements in Grand Prairie. The Plan takes a broader approach to the traditional parks system master plan by incorporating a comprehensive tree canopy analysis and health assessment to better determine the benefits of 'healthy infrastructure' to the community.

City of Muskogee, Comprehensive Plan Update, Muskogee, OK

Project Manager responsible for the update to the City of Muskogee's Comprehensive Plan. The planning process included community outreach, a community assessment, future land use and thoroughfare planning, and identifying and developing program, policy, and investment recommendations.

Aaron Boll, PE, PMP, CFM

CIVIL ENGINEER **60% AVAILABLE**

TENURE WITH HALFF

» 1 year

EDUCATION

» Master of Engineering, Engineering Management, University of Arkansas

» Bachelor of Science, Civil Engineering, Missouri University of Science and Technology

» Bachelor of Science, Meterology, University of Nebraska-Lincoln

CERTIFICATIONS

» Project Management Professional (PMP), #3985929

» Certified Floodplain Manager (CFM), AR #AR-22-00400

REGISTRATION

» Professional Engineer, AR #20149

Aaron Boll is a seasoned professional engineer, certified floodplain manager, and project management expert specializing in water resources. With extensive experience in developing hydrology and hydraulic models for watershed studies, floodplain mapping, designing detention basins, and storm sewer rehabilitations, Aaron excels at finding innovative solutions to urban flooding challenges. As a project manager, he adeptly guides projects from qualification through design and construction, securing timely and budget-friendly outcomes. Aaron's top priority is effective communication with clients and key stakeholders to achieve the best results.

RELATED PROJECTS

Murphy Park Drainage Improvements, Springdale, AR

Quality control and quality assurance reviewer for preliminary plans and current project manager. Significant urban flooding occurs downstream of Murphy Park Pond due to undersized storm sewer infrastructure. This project will design a new storm sewer system to replace the current storm sewer system and install a new bypass system to supplement the existing system. Study includes 1D/2D hydrologic and hydraulic analysis of existing conditions and proposed improvements. Deliverables include the stormwater report, final plans, and opinion of probable construction cost.

*56th Street Improvements, Springdale, AR**

Project Engineer for a new roadway connection to an existing roundabout and replacing 56th Street with a 4-lane road for 1.2 miles. Technical advisor and quality control and assurance engineer for the drainage improvements along the roadway improvements. Drainage included extensive storm sewer improvements and a detention pond modification.

*Lake Fayetteville Water Quality Study, Fayetteville, AR**

Project Manager responsible for data acquisition and analysis for the Lake Fayetteville Water Quality Study. Lake Fayetteville has a high nutrient load due to development, stream bank erosion, lack of a riparian corridor, and low-impact development in the Clear Creek watershed. The study analyzed the past data and existing conditions to determine alternatives to improve the lake's water quality to reduce harmful algae blooms and increase usability of the lake.

* Projects completed prior to joining Halff

Ashley Pifer, PHD., PE

INFRASTRUCTURE ENGINEER **35% AVAILABLE**

TENURE WITH HALFF

» 1 year

EDUCATION

» Doctoral Degree, Civil Engineering, University of Arkansas, 2012

» Bachelor of Science, Civil Engineering, University of Arkansas

REGISTRATION

» Professional Engineer: AR #16682

Ashley Pifer is an experienced water and wastewater engineer and subject matter expert in water quality and regulatory compliance. Throughout her career, she has helped water and wastewater utilities across the United States assess existing infrastructure, along with planning, prioritizing, and designing improvements. She looks for opportunities to align multidisciplinary projects to maximize their value and minimize service disruptions to the public.

RELATED PROJECTS

*Bentonville Water Utilities, Lead and Copper Rule Compliance Assistance, Bentonville, AR**

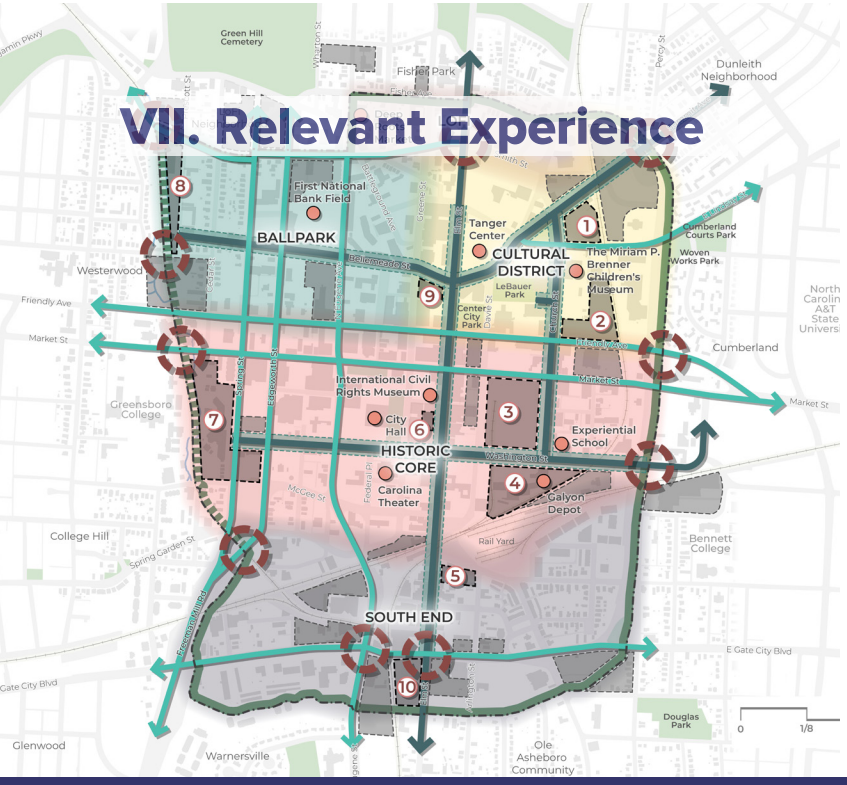
Technical and regulatory advisor to Bentonville Water Utilities staff on all aspects of compliance with the Lead and Copper Rule Revisions and Lead and Copper Rule improvements, including service line inventory development, public outreach, and preparations for sampling. Prepared a sampling plan for schools and licensed childcare facilities.

*Norman Utilities Authority, Comprehensive Master Plan, Norman, OK.**

Project Engineer providing professional engineering services for the DPS Williamson County Training Academy Campus Expansion to support the successful execution and completion of programming, design, and construction of the $300M+ facility. This includes on-site utilities such as pump stations, storage tanks, wastewater treatment plant, and other related utilities. Halff is also designing over 6 miles of off-site water from the City of Georgetown. Other services include environmental, survey, subsurface utility locating, easement acquisitions, mechanical/electrical/ plumbing, and drainage.

* Projects completed prior to joining Halff

VII. Relevant Experience



Appendix A:
RFP-25-27 Addendum
Moore Icofano Goltsman, Inc.
Proposal

Downtown Greensboro 2030 Strategic Vision Plan

Over the course of a year, MIG developed GSO35: Downtown in a Decade Strategic Plan ("GSO35") for Downtown Greensboro, Inc. (DGI). While contracted by DGI, GSO35 was the result of a collaborative effort with the City of Greensboro, Guilford County, local universities, community organizations, nonprofits, local businesses, and community members. GSO35 built upon MIG's previous work with DGI, including the Downtown Vision 2030 Plan and the Downtown Strategic Streetscape Plan that focused on key connections, placemaking, and supporting public and private development.

GSO35 recognized that much changed — economically, socially, and physically — in Downtown Greensboro since the completion of the 2030 Plan. Rooted in data, GSO35 began by establishing a series of focus areas, each of which included the current conditions, benchmarks, and a measurable target, the latter of which guided the Plan components. Robust engagement informed the Plan framework, which was divided into a series of Vision Elements, Big Moves, and Foundational Strategies. This framework guided recommendations for catalytic public realm projects to connect private investment and strategies to support these big moves. Importantly, an Implementation Toolbox accompanied the Plan document to ensure that momentum from the planning process would be carried forward.

This Plan built on the momentum, energy, and assets of Downtown Greensboro and created an implementable program to carry DGI and its partners forward into the next decade of transformation for Downtown Greensboro.

WHY IT'S RELEVANT

» Defining catalytic moves for public realm improvements to support private investment throughout Downtown.

PROJECT DETAILS

Prime: MIG

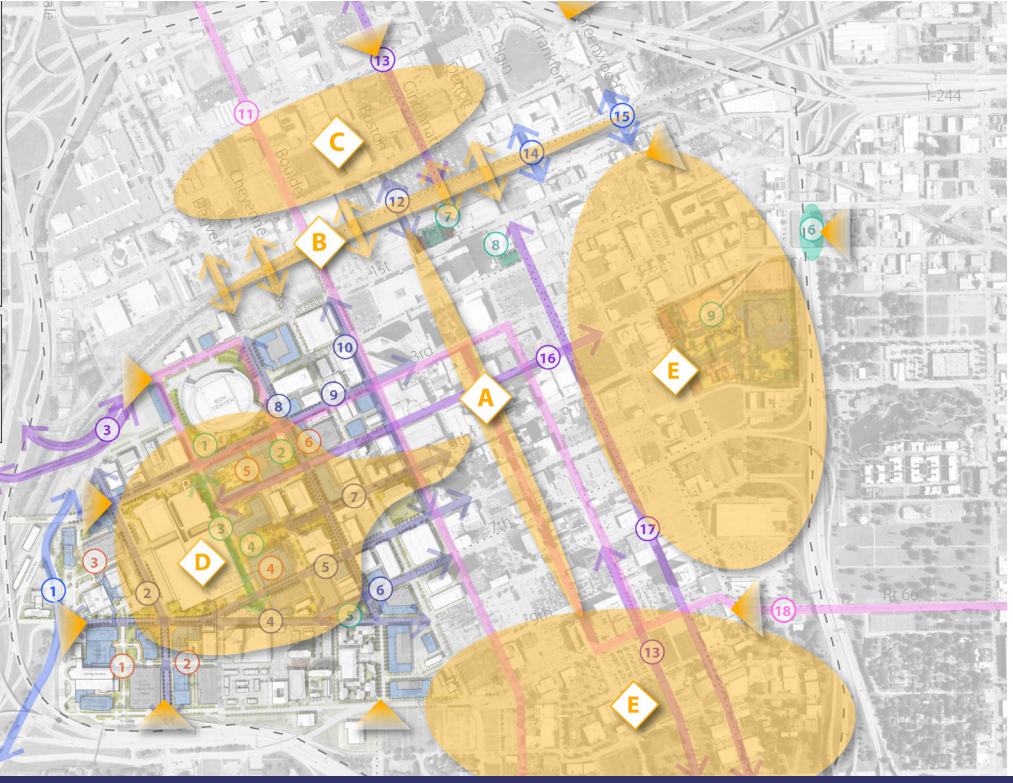
Client: Downtown Greensboro, Inc. and City of Greensboro

Location: Greensboro, NC

Reference:
Zack Matheny, CEO
Downtown Greensboro Inc.
532 S. Elm Street
Greensboro, NC 27406
(336) 379-0060
zack@
downtowngreensboro.org

Dates: 2025

Plan Website:
https://gso35.com/



Downtown Tulsa Strategic Investment Plan

The Downtown Tulsa Partnership went through a transformative journey with the development of the Strategic Investment Plan (SIP), aimed at shaping the future of Downtown Tulsa over the next decade. This strategic plan serves as a roadmap for identifying, prioritizing, and funding capital investments; and leveraging insights from previous studies while incorporating a robust framework for both public and private investments.

Co-led by MIG and Economic and Planning Systems (EPS), this 10-month process balanced technical rigor in the establishment of a capital investment framework and priority investment areas strategy with robust engagement, targeting a wide variety of stakeholders, businesses, and residents. Resident socials paired with technical focus groups guided the prioritization of key near-term project investments while confirming a larger vision for the broader downtown in key reinvestment areas.

WHY IT'S RELEVANT

» Identifying and analyzing key catalytic projects downtown to guide public and private realm investment.

PROJECT DETAILS

Prime: MIG

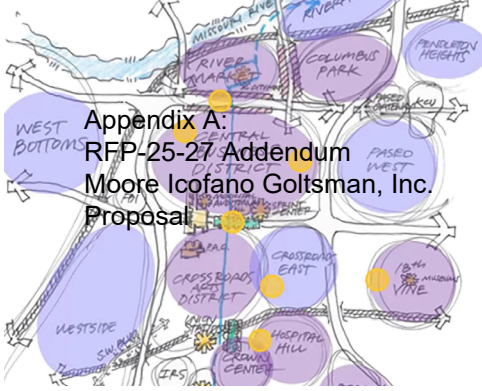
Client: Downtown Tulsa Partnership

Location: Tulsa, OK

Reference:
Emily Scott, Vice President, Urban Development, Downtown Tulsa Partnership
212 E 7th St.
Tulsa, OK 74119
(918) 221-8615
Emily@downtowntulsa.com

Dates: 2023 - 2024

Plan Website: https://downtowntulsa.com/doing-business/studies-and-plans



Imagine Downtown KC 2030 Strategic Plan

The Downtown Council of Kansas City, Missouri (Downtown Council) had just embarked upon a new strategic plan to define Downtown's future when COVID-19 brought the world to a standstill. Building on the previous decade of strong economic growth anchored by billions of dollars in investment, Downtown Kansas City (Downtown KC) had been poised for continued growth and success when the pandemic hit. But the incredibly destabilizing events of 2020—including deep economic uncertainty and the exposure of systemic racial and social inequities—ended up being a blessing for the planning process. These disruptions allowed the Downtown Council and its partners to step back and ask a critical question: how can we ensure that Downtown's economic, physical, social, and educational opportunities are shared by and provide meaningful and tangible benefits for everyone in the community?

The program included online workshops and surveys, stakeholder and focus group meetings, a podcast series, and a set of "Community Conversations". The activities were specifically designed to foster discussion with neighborhood leaders, businesses, and community members representing areas and groups that had previously not been involved in city planning efforts.

Bold and visionary, as well as operational and tactical, the final Imagine Downtown KC 2030 Strategic Plan represents a response for all cities seeking to promote shared prosperity, sustenance, and resilience for generations to come.

WHY IT'S RELEVANT

» Developing a bold approach to center Downtown as a place for all, guided by public input and technical expertise.

PROJECT DETAILS

Prime: MIG

Client: Downtown Council of Kansas City

Location: Kansas City, MO

Reference:
Bill Dietrich,
President and CEO
Downtown Council of Kansas City
1000 Walnut St. #200
Kansas City, MO 64106
(816) 421-1539
bill@downtownkc.org

Dates: 2023–2024

Plan Website: https://www.downtownkc.org/imagine/

Appendix A:
RFP-25-27 Addendum
Moore Icofano Goltsman, Inc.
Proposal

Downtown Louisville Vision Plan

Amidst the recent challenges faced by Louisville, Colorado, including the Marshall Fire, the community is undergoing a period of reflection and renewal. While the fire has left profound scars, it also presents an opportunity for the community to rebuild its spirit and identity in Downtown. The 2024 Downtown Vision Plan will guide Louisville towards a future that honors its history while embracing progress. One of the key design moves was the identification and concept design of a new community gathering place: Steinbaugh Plaza.

Steinbaugh Plaza transforms an existing parking lot and underutilized paved areas around the community's iconic Pavilion and turns them into an active community node with all-season activations. It complements the activity elsewhere Downtown and serves as a new event and festival destination.

MIG took a phased, practical approach that built on the success of existing pilot programs like parklets and street closures, using them as a foundation for long-term improvements. By engaging over 250 community members through targeted outreach and public events, MIG ensured the plan reflected broad community needs and priorities. The team also worked closely with City staff, economic development leaders, and transportation consultants to integrate multiple priorities into a unified vision. MIG developed implementable, scalable design concepts and helped the City secure early funding through the Capital Improvement Plan and Louisville Revitalization Commission.

WHY IT'S RELEVANT

» Reimagining a publicly owned parcel, currently used for parking, as a new gathering space to support the adjacent businesses.

PROJECT DETAILS

Prime: MIG

Client: City of Louisville

Location: Louisville, CO

Reference:
Cameron Fowlkes,
City Engineer / Project Manager
City of Louisville
749 Main St.
Louisville, CO
80027
(303) 666-6565
cfowlkes@louisvilleco.gov

Dates: 2023–2024

Award: Colorado-Wyoming ASLA Awards (Merit) 2024

Plan Website: https://www.engagelouisvilleco.org/louisville-downtown-vision-plan

Downtown's Next Step: Main Avenue Streetscape Design

Downtown Durango's businesses are proud of their historic downtown character but Main Avenue is in need of utility improvements and pedestrian safety improvements. MIG has been working with the City to prepare construction documents for the reconstruction of Main Avenue that will widen sidewalks to provide additional placemaking opportunities and curb extensions to decrease crossing distances.

Throughout the project, MIG has worked with the City to adapt the project schedule to accommodate the City's public outreach process and to develop solutions that avoid impacts to historic coal shoots and basement encroachments under the sidewalk. MIG developed streetscape designs that balance on-street parking, amenity zones, accessibility, and loading zones. By working with stakeholders, the design responds to varying needs of individual businesses, such as antique/furniture stores that require ample parking and loading zones and restaurants that prefer maximum sidewalk and patio space. The proposed streetscape is a tailored approach rather than a one-size-fits-all design.

WHY IT'S RELEVANT

» Leveraging regional tourism as a 'gateway' community with a strong commercial presence along a historic main street.

PROJECT DETAILS

Prime: MIG

Client: City of Durango

Location: Durango, CO

Reference:
Lily Oswald
Multimodal Manager
City of Durango
949 E. 2nd Ave.
Durango, CO
81301
(970) 375-4955
Lily.Oswald@durangoco.gov

Dates: 2021-Ongoing

Plan Website: https://engage.durangoco.gov/downtowns-next-step

Downtown Streetscape Master Plan

In 2022, the City of Pflugerville contracted with Halff to develop a Downtown Streetscape Master Plan. The purpose of this Master Plan is to develop a sense of place for Downtown Pflugerville, identify opportunities for enhancements through cohesive design elements, and provide an aesthetically pleasing, accessible, and safe experience for residents and visitors. The Plan is intended to be a guide for the City to develop Downtown, focusing on connectivity, accessibility, economic development/fiscal sustainability, and implementation.

The Downtown Streetscape Master Plan serves as a guide for future development, redevelopment, and preservation of the Downtown, so that it can grow in a cohesive and beneficial manner. On February 8, 2022, the Downtown Action Plan Update was adopted by City Council, identifying desired planning efforts to revitalize Downtown Pflugerville.This Downtown Streetscape Master Plan will establish recommendations for comprehensive design elements and implementable actions for the next 20 or more years. This Plan summarizes the process for the analysis and recommendations for the Downtown Core Subdistrict, Downtown East, Western Gateway, and South Downtown. It determines the current and future needs based on community feedback and other downtown studies that have been previously adopted. This Plan represents the community's vision for the future of Downtown in Pflugerville. The development of this Master Plan was a collaboration between residents, City staff, and elected and appointed officials. Substantial public engagement meetings were held to gauge the community's desires and needs.

WHY IT'S RELEVANT

» Focusing on connectivity, accessibility, urban design, and implementation to guide Downtown investment.

PROJECT DETAILS

Prime: Halff

Client: City of Pflugerville

Location: Pflugerville, TX

Reference:
Erin Sellers
Innovation Strategist
City of Pflugerville
P.O. Box 587
Pflugerville, Texas 78691
(512) 990-6305
erins@pflugervilletx.gov

Dates: 2022-2024

Project Website: https://www.pflugervilletx.gov/256/Downtown

Combs Park Design

Halff was retained to provide design, cost estimates, and public engagement for the Fayetteville Pump Station Park. The park was formerly the location of the original source of Fayetteville's drinking water. Today, the proposed 10-acre park will provide several amenities consisting of river access, a river promenade, nature trails and greenway access, picnic areas, and a multi-purpose sports field and festival area. The revised hydrology and existing geologic features of the river will provide a location for tubing, kayaking, and swimming in this area. This park is being designed in tandem with the West Fork White River restoration project that is being led by WCRC.

WHY IT'S RELEVANT

» Translating a planning concept into an implementable design and construction documents for a complex, public-facing riverfront environment that integrated community input with technical design requirements.

PROJECT DETAILS

Prime: Halff

Client: City of Fayetteville, AR

Location: Fayetteville, AR

Reference:
Ted Jack
Parks & Rec
Superintendent
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701
(479) 444-3471
tjack@fayetteville-ar.gov

Dates: 2025

Project Website: N/A

VIII. Authorized Negotiator

The following individuals are authorized to negotiate contract terms and render binding decisions on contract matters on behalf of MIG.

Daniel Iacafano, PhD, FAICP, FASLA
President and Chief Executive Officer
danieli@migcom.com
510-845-7549, x1250

Chris Beynon, AICP
Vice President and Chief Development Officer
chrisb@migcom.com
510-845-7549, x1230

Jay Renkens, AICP
Chief Practice Officer, Principal, and Director of Firmwide Planning and Design Services
jayr@migcom.com
347-896-8028, x6140

IX. Forms

City of Fayetteville
RFP 25-27, Downtown Design Plan
SECTION C: Signature Submittal

1. DISCLOSURE INFORMATION

a. 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.

   i. 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:

___x___ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

_____

_____

b. 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 is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

c. Proposer agrees that they shall have a current, valid registration with the Arkansas Secretary of State at time of RFP deadline OR be able to provide proof of registration before recommendation of award to Fayetteville City Council.

d. 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.

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

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.**

Corporate Name of Firm: Moore Iacofano Goltsman, Inc.

Primary Contact: Jay Renkens, AICP Title of Primary Contact: Principal

Phone#1 (cell preferred): (503) 449-7395 Phone#2: (347) 896-8028, ext. 6140

E-Mail Address: jayr@migcom.com

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	Jay Renkens	January 6, 2026

4. DEBARMENT CERTIFICATION

a. As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

b. 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.

c. 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.

5. SIGNATURE SUBMITTAL

NAME OF COMPANY: Moore Iacofano Goltsman, Inc.

PHYSICAL ADDRESS: 800 Hearst Avenue, Berkeley, CA 94710

MAILING ADDRESS: 800 Hearst Avenue, Berkeley, CA 94710

TAX ID #: 94-3116998 AR. SECRETARY OF STATE FILING #: In process

PHONE: (510) 845-7549 FAX: (510) 845-8750

E-MAIL:

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

SIGNATURE: Daniel Iacofano

PRINTED NAME: Daniel Iacofano

TITLE: President & CEO DATE: January 20, 2026

END OF RFP DOCUMENT

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-484

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Britin Bostick, Long Range Planning/Special Projects Manager

FROM: Kylee Cole, Long Range & Preservation Planner

SUBJECT: **A resolution to accept a grant from the Arkansas Historic Preservation Program in the amount of $47,300.00 and to approve a budget amendment.**

RECOMMENDATION:
City staff recommends acceptance of a Certified Local Government (CLG) Grant from the Arkansas Historic Preservation Program (AHPP) for the 2026 grant year in the amount of $47,300.00, and approval of a budget amendment. The grant award is for phase 2 of a city-wide windshield survey of historic properties and Historic District Commission training.

BACKGROUND:
In October of 2025 City Council approved the application for a Certified Local Government Grant (CLG) in the amount of $90,000.00 from the Arkansas Historic Preservation Program (AHPP). On February 2, 2026 staff received an email from AHPP that a partial grant amount requested was awarded to the City of Fayetteville. The $47,300.00 award will provide a partial project budget of $45,000 for phase two of the city-wide windshield survey of historic properties and $2,300 for Historic District Commission training.

DISCUSSION:
In July 2023 the Fayetteville City Council adopted the Heritage and Historic Preservation Master Plan. This Heritage and Historic Preservation Plan provided objectives and actions for historic preservation work for the next ten years (2023-2033). One of the five overall goals resulting from this plan calls for the City to “identify and protect historic properties for future generations” (Goal 3).

Protection of historic properties begins with the systematic and comprehensive survey of historical resources. A key Action Item to accomplish Goal 3 is to prepare and conduct a comprehensive city-wide windshield survey (3.4). A windshield-level survey consists of methodologically driving a large area to understand the composition and makeup and to note those properties or areas with the most potential to have historic significance. This project would focus on properties constructed before 1970. The information gathered by the survey includes architectural style or features, approximate construction date, and evaluation of threats and preservation prioritization. This proposed project is aligned with Action Items 3.4 – Windshield Survey, 3.6 – Historic District Outreach, 3.7 – Local Historic District Designation, 4.4 – Program Promotion, 4.7 – Learning Opportunities: Workshops, and 5.5 – Historic Contexts: Diverse Histories in the city’s Heritage & Historic Preservation Plan that was adopted by the City Council in July 2023.

Additionally, this year an educational conference hosted by National Association of Preservation Commissions

will be available to the Historic District Commissioners and Long Range Planning staff in Minneapolis, MN, with training details including training date forthcoming. Training funds are encouraged by AHPP to be submitted with this grant application as the training funds are eligible for grant funding. This training is required to meet the criteria for a Certified Local Government and is aligned with Action Items 1.2 – Commission Qualifications and 1.3 – Training of the city's Heritage & Historic Preservation Plan.

The CLG grant is a reimbursement grant. The City must be under contract with a consultant for the citywide survey project by August 15, 2026 and must complete the grant-funded work by June 30, 2027.

BUDGET/STAFF IMPACT:
This budget amendment will add $47,300 for phase 2 of a city-wide windshield survey of historic properties and Historic District Commission training.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment, 5. CLG Grant Agreement

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

File #: 2026-484

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A CERTIFIED LOCAL GOVERNMENT GRANT FROM THE ARKANSAS HISTORIC PRESERVATION PROGRAM IN THE AMOUNT OF $47,300.00 FOR PHASE 2 OF A CITY-WIDE WINDSHIELD SURVEY OF HISTORIC PROPERTIES AND HISTORIC DISTRICT COMMISSION TRAINING, AND TO APPROVE A BUDGET AMENDMENT

WHEREAS, in July 2023 the Fayetteville City Council adopted a ten-year Heritage and Historic Preservation Master Plan that provided objectives and actions for historic preservation work; and

WHEREAS, one of the five overall goals from the Heritage and Historic Preservation Master Plan calls for the City to "identify and protect historic properties for future generations"; and

WHEREAS, on October 21, 2025, the City Council approved Resolution 239-25 authorizing an application for grants from the Arkansas Historic Preservation Program for a city-wide windshield survey of historic properties and for historic district commission training, and on February 2, 2026, the City was notified that it had been awarded a partial grant.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to accept a Certified Local Government Grant from the Arkansas Historic Preservation Program in the amount of $47,300.00 for Phase 2 of a city-wide windshield survey of historic properties and Historic District Commission training, and further authorizes the Mayor to sign the grant agreement and any other documents necessary to receive the funds.

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

City of Fayetteville Staff Review Form

2026-484

Item ID

3/17/2026

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

Kylee Cole	2/27/2026	LONG RANGE PLANNING (634)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

City staff recommends acceptance of a Certified Local Government (CLG) Grant from the Arkansas Historic Preservation Program (AHPP) for the 2026 grant year in the amount of $47,300.00, and approval of a budget amendment. The grant award is for phase 2 of a city-wide windshield survey of historic properties and Historic District Commission training.

Budget Impact:

1010.090.6600-5314.00	General
Account Number	Fund
32207.2601	AHPP CLG Grant - Windshield Survey Ph2
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	47,300.00
		Remaining Budget	$	**47,300.00**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 166-25

Change Order Number:

Approval Date: 8/5/2025

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Amendment/Adjustment (Agenda)

Budget Year	Division /Org2	BA Number
2026	LONG RANGE PLANNING (634)	
	Requestor: Kylee Cole	

BUDGET AMENDMENT/ADJUSTMENT DESCRIPTION:

City staff recommends acceptance of a Certified Local Government (CLG) Grant from the Arkansas Historic Preservation Program (AHPP) for the 2026 grant year in the amount of $47,300.00, and approval of a budget amendment. The grant award is for phase 2 of a city-wide windshield survey of historic properties and Historic District Commission training.

COUNCIL DATE: 3/17/2026

ITEM ID#: **2026-484**

Holly Black
2/24/2026 1:07 PM

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202625

TOTAL	47,300	47,300				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.090.6600-4309.01	-	47,300	32207	2601	RE	Federal Grants - Operational
1010.090.6600-5304.00	2,300	-	32207	2601	EX	Travel & Training
1010.090.6600-5314.00	45,000	-	32207	2601	EX	Professional Services
	-	-				
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Account Number	Increase / (Decrease) Expense	Revenue	Project.Sub# Project	Sub.Detl	AT	Account Name
	-	-				
	-	-				
	-	-				
	-	-				

ARKANSAS HERITAGE

Sarah Huckabee Sanders
Governor
Shea Lewis
Secretary

February 23, 2026

Dear Preservation Coordinator:

Please find enclosed two copies of your 2026-2027 CLG Grant Agreement. Congratulations on your new grant! At your earliest convenience, please have your city's Chief Elected Official or designee sign both copies and mail them back to me. AHPP will return a fully executed copy with Director Kaufman's signature when our annual HPF appropriation is awarded by the National Park Service. **With that being said, please note that your grant officially opens on March 2, and you may begin work on the grant at that time.** All relevant grant information will also be available to you via the online grant portal no later than March 2.

This year's round of applications was extremely competitive, necessitating some difficult decisions regarding projects AHPP would have liked to fund but simply could not. The planned CAMP training in spring 2026 has been cancelled. If you would like to attend a CAMP this year, please plan on attending the one which will take place in conjunction with Preserve Arkansas's Statewide Preservation Conference in October. **All other travel funding, unless you have prior written approval from me, should be diverted to attending NAPC FORUM in July 2026.** Due to reduced travel budgets, city staff should take priority when budgeting for FORUM attendance. Please contact me if you need further clarification on this year's travel itinerary. If your city budget allows for additional travelers to attend FORUM with matching funds, that is allowable.

Grant tasks unrelated to travel will function as they always do. Please refer to the relevant appendix in your grant agreement for guidance and be sure to reference your task milestones. Final invoices will be due by August 1, 2027, according to standard procedure. Should you need to request any adjustments to your grant agreement, please contact me as quickly as possible to ensure all projects remain on schedule.

Again, please feel free to contact me with any questions about your grant. I look forward to working with you, and AHPP sincerely appreciates your continued stewardship of our state's historic resources through the CLG program.

Sincerely,

Iain Montgomery
Certified Local Government Coordinator

CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT
Grant Number 26-CLG-06

This agreement is entered into between the City of Fayetteville, Arkansas, hereinafter referred to as the City, and the Arkansas Historic Preservation Program, hereinafter referred to as AHPP. AHPP agrees to provide a grant in the amount of **$47,300** for the purpose of funding phase II of a citywide survey and training expenses.

THIS GRANT IS FOR THE ACCOMPLISHMENT OF THE PURPOSE, OBJECTIVE AND SCOPE OF WORK HEREIN DEFINED.

I. SCOPE OF WORK

TASK A. The City will fund the completion of Phase II of the citywide historic windshield survey.
$45,000 is designated for this activity.

TASK C. The City will fund travel expenses to approved, preservation-related training events.
$2,300 is designated for this activity.

II. TIME FRAME of AGREEMENT

This agreement will begin on March 2, 2026, and shall extend until September 30, 2027. No grant funds shall be expended by the City or its sub-grantees or assigns after September 30, 2027. No work on any grant task will be undertaken, continued, or carried out after September 30, 2027.

III. PAYMENTS

A. Payments of funds under this grant agreement will be made upon receipt of invoices requesting reimbursement of expenses paid by the City within the time frame of this agreement.

B. No invoice received after August 1, 2027, will be processed.

C. Payments under this grant agreement are conditioned on successful completion of the tasks described in the scope of work and submission of deliverables as described in section IV.

D. The grant award is conditioned on the use of the grant funds to accomplish the tasks described in the scope of work. Funds will only be disbursed to achieve the purposes described in the scope of work. The grantee retains no interest in grant funds for which an invoice has not been submitted to AHPP by August 1, 2027.

E. The availability of funds under this grant award is dependent on the National Park Service's 2026-2027 Historic Preservation Fund award to the AHPP.

IV. MILESTONES

A. Citywide Windshield Survey, Phase II
1. The City will be under contract for consultant's services by September 25, 2026.
2. The consultant will begin work no later than November 2, 2026.
3. A draft of ten (10) completed surveys will be submitted to AHPP for review no later than January 25, 2027.
4. A final draft of all deliverables will be submitted to AHPP for approval no later than May 7, 2027. When all deliverables are accepted as complete and correct by AHPP, the City may invoice AHPP for the full cost of the project.

V. AHPP RESPONSIBILITIES

AHPP staff agrees to make periodic reviews of the project to assess practices and products. AHPP reserves the right to enforce the procedures as outlined in this contract. AHPP agrees to make available advice and counsel necessary to accomplish the objectives and to render compensation upon invoice within a reasonable timeframe.

VI. REPORTING REQUIREMENTS

A. The City will submit quarterly reports detailing programmatic and fiscal progress of work on forms to be provided by AHPP on:

Period	**Date Due**
March-June, 2026	July 15, 2026
July-Sept, 2026	October 15, 2026
October-December, 2026	January 15, 2027
January-March, 2027	April 15, 2027
April-June, 2027	July 15, 2027
July-September, 2027	October 15, 2027
FINAL	October 29, 2027

B. The report of April 15, 2027, will be accompanied by a timeline for completion of all tasks and spend down of project funds by the end of the grant term.

C. If changes in the grant agreement - e.g.: scope of work, products, budgets, etc. - are required, then the City must submit a written request detailing proposed changes and wait for written approval from AHPP before proceeding.

D. No funds will be disbursed if grant reporting is more than two weeks delinquent.

E. Failure to submit grant reports within one month of the date required herein shall be grounds for cancellation of the grant at the discretion of AHPP.

F. The City will submit a final project report detailing all completed projects and including copies of all publications as per the requirements of this agreement no later than October 29, 2027.

G. The City will promptly notify AHPP if it will be unable to expend the awarded funds within the grant period.

VII. REQUIRED TRAINING

Disbursement of funds under this agreement is contingent on attendance by a designated representative of the City at a training session on grant administration requirements held by AHPP. This requirement may be waived at the discretion of AHPP if the City's grants administrator has attended a grant administration training session within the two years prior to the execution of this grant agreement.

VIII. COMPLIANCE

A. All products and projects funded by grant funds must comply with the applicable Secretary of the Interior's "Standards." These include: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards. See Appendices A-E.

B. PROJECT EXECUTION AND CONTRACT REQUIREMENTS: All projects, sub-grants and consulting contracts funded through this grant agreement must be carried out in accordance with the procedures and standards laid out in the applicable appendices to this agreement. All work products funded through this grant must meet the standards laid out in the applicable appendices to this agreement.

C. EASEMENTS AND PRESERVATION AGREEMENTS: The City will donate to AHPP a conservation easement on any property being restored, rehabilitated, or repaired as a part of any project(s) funded in whole or in part by this grant utilizing ten thousand dollars ($10,000) or more of funds awarded by AHPP. On such projects involving private properties, it will be the City's responsibility to secure this easement for donation to AHPP before any grant funds are released. The City will ensure that the owner(s) of property being restored, rehabilitated, or repaired as part of any project utilizing at least one dollar ($1) but less than ten thousand dollars ($10,000) of Historic Preservation Fund monies awarded by AHPP enters into a five-year preservation agreement concerning that property with AHPP before grant funds are released. On such projects involving City property, the City and any other parties

holding an ownership interest in such property must enter into a five-year preservation agreement with AHPP before funds will be released.

D. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended; (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); the Americans with Disabilities Act (42 U.S.C. §12101); the Architectural Barriers Act (42 U.S.C. §§4151 *et seq.)*; and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

A. In all hiring or employment made possible by or resulting from grant awards, the City (1) will not discriminate against any employee or applicant from employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. This requirement applies to, but is not limited to, the following: employment promotion, demotion, or transfer; recruitment or other recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City and its sub-grantees will comply with all applicable statutes and Executive orders on equal employment opportunity and grant awards will be governed by the provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17.

IX. MANAGEMENT AND BUDGET GUIDELINES

A. Certified Local Government grants are funded by the National Park Service Historic Preservation Funds Grants in Aid, CFDA number 15.904. All policies and procedures of the Department of the Interior, the National Park Service, and all other Federal regulations concerning expenditures of Federal funds must be followed by AHPP and all sub-grant recipients. All grant projects will be administered by AHPP and the City in accordance with the Historic Preservation Fund Grants Manual. The manual may be found online here: https://www.nps.gov/subjects/historicpreservationfund/historic-preservation-fund-grant-manual.htm The City must maintain efficient and effective accountability and control of all funds received and expended under a sub-grant from AHPP.

B. Federal Award Identification Number, total award amount, award date, and a copy of the NPS grant agreement with AHPP will be provided to subgrantee with this signed grant agreement. This subgrant award may be subject to additional conditions as required by the National Park Service.

C. A City employee or paid contractor will be responsible for fulfilling all responsibilities assumed by the City under this grant agreement.

D. The City will promptly disclose any conflict of interest to AHPP in accordance with 2 CFR §200.112.

E. Indirect costs are not eligible for reimbursement under this award.

F. The City will maintain all grant-related records at the City offices in accordance with its normal recordkeeping procedures.

G. The City hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at http://www.ecfr.gov):

1) Administrative Requirements:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;

2) Determination of Allowable Costs:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

3) Audit Requirements:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

4) Code of Federal Regulations/Regulatory Requirements:

2 CFR 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";

2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR §42, "Government wide Debarment and Suspension (Non-Procurement)";

43 CFR Part 18, "New Restrictions on Lobbying";

2 CFR Part 175, "Trafficking Victims Protection Act of 2000";

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions; and

2 CFR Part 25, System for Award Management (www.SAM.gov).

H. Cities that expend $750,000 or more during a year in Federal awards shall have a

single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and 2 CFR Part 200, Subpart F.

I. The City will comply with Federal competitive procurement requirements for professional services and subcontractors and will provide documentation of such compliance upon request.

J. The City will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

K. Upon completion of the project, the Secretary of the Interior, the Comptroller General of the United States, AHPP, and/or any of their duly authorized representatives shall have access for the purpose of financial or programmatic audit and examination any books, documents, papers and records of the City that are pertinent to the grant at all reasonable times during the period of retention provided in 2 CFR §200.334, for at least three (3) years or until all claims or audit findings have been resolved.

L. The City will comply with the provisions of 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31." In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, §402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

M. The City will comply with all provisions of Executive Order 113858 "Strengthening Buy American Preferences for Infrastructure Projects" that may apply to the project that is the subject of this award.

X. PUBLICATIONS, WORK PRODUCT AND PUBLIC INFORMATION

A. An acknowledgment of National Park Service and the Arkansas Historic Preservation Program support must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds. This acknowledgment shall be in the form of a statement as follows: *"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage."*

B. Press releases, publications, and other public dissemination of information by the City concerning a project made possible by this grant shall acknowledge National Park Service, Department of the Interior, Arkansas Historic Preservation Program, and Division of Arkansas Heritage grant support.

C. Posters, brochures, program literature, and publications will include the following statement: *This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.*

D. Drafts of all publications, reports, audio-visual material, and other material subject to distribution, publication, or display must be submitted to AHPP for approval prior to production, publication, public display or general distribution.

E. Publications, reports, audio-visual material, and other material subject to distribution, publication, or display will be made accessible to the widest audience possible in accordance with Title II of the Americans with Disabilities Act (42 U.S.C. §§12132 *et seq.*). For more information, guidance is available from the Department of Justice, Civil Rights Division, Disability Rights Section.

F. The City grants the State of Arkansas and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement as complied or produced by the City, its contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material. Any data, analysis, methodology, or other information that formed the basis of the work product funded by this grant award shall be made available to the AHPP and the NPS on request. The City shall

ensure that these rights are secured by any sub-award or sub-agreement funded under this grant award.

G. All Geographic Information Systems data produced or collected as a part of this grant funded project must comply with the NPS Cultural Resource Spatial Data Transfer Standards. Please contact the AHPP for more information.

XI. DEVELOPMENT PROJECTS

A. Any development project funded through this award must obtain appropriate permits from the City, including approval from the local Historic District Commission, if the project falls within a local ordinance district and the Commission has jurisdiction.

B. Work funded by this grant award cannot be claimed under the Federal Historic Preservation Tax Incentives Program. City and any potential subgrantees should consult with their attorneys or financial advisors about tax or other consequences of this award or its conditions on project financing.

C. Approvals of project work by AHPP for this grant project are independent of and may not be substituted for the review and approval of any project or matter under any other AHPP or National Park Service program.

XII. LIMITATION OF LIABILITY

AHPP assumes no responsibility with respect to accidents, illness or claims arising out of any work performed under a sub-grant supported project. The City is expected to take necessary steps to insure itself and its personnel and students and to comply with the applicable local, State, or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 CFR Part 1910).

XIII. PROJECT CANCELLATION

Approved projects may be canceled for one or more of the following reasons:

A. The City requests project cancellation.

B. The City fails to pursue project work in a timely fashion or fails to adequately pursue project objectives in a manner likely to ensure completion of the grant project or substantial spend-down of the grant award within the grant term.

C. Project work or project administration is found not to be in conformance with conditions as stated in the grant agreement and appendices.

XIV. AMENDMENTS

This agreement may be amended upon written request and approval by both parties.

XV. APPENDICES

The following appendices are hereby incorporated into this agreement by this reference.

A. Historic Resources Survey & Documentation
B. National Register of Historic Places Nominations
C. Design Guidelines & Preservation Plans
D. Rehabilitation Work to Historic Properties
E. Other Consultant Contracts & Products
F. SOI Professional Qualifications Standards

SIGNATURES

Scott Kaufman
Agency Director, AHPP
State Historic Preservation Officer
1100 North Street
Little Rock, Arkansas 72201

Date

City of Fayetteville Signature

Name (printed)

Title

Date

APPENDIX A: Historic Resources Survey & Documentation

The production of surveys or resurveys of historic structures, sites, etc., funded under this grant agreement will meet the following minimum standards, as applicable:

A.) CITY'S RESPONSIBILITIES

a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for survey and documentation services funded under this agreement includes duties and tasks as described in this appendix.

b. The City will submit a copy of any proposed RFQ, RFP, or other bid solicitation for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and approval and will not publish such announcement or request until comments been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.

c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.

d. The City will contact the AHPP National Register staff to consult on the advisability of historic sites survey work in the proposed area, proposed boundaries for the survey work, etc., prior to engaging a contractor for survey work funded under this agreement.

e. The City will ensure that the contractor responsible for survey and documentation services funded under this agreement meets the Secretary of the Interior's Professional Qualification Standards (see Appendix F) in History and/or Architectural History and/or, when applicable, Archaeology or Historic Landscape Architecture.

f. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.

B.) CONTRACTOR'S RESPONSIBILITIES

a. Prior to commencing any work under the contract, any contractor who has not attended a training on the required procedures for historic sites surveys taught by the AHPP National Register & Survey staff within five (5) years prior to the survey initiation date must attend a training class on the procedures required for historic site survey. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.

b. Prior to commencing any work under the contract, the Contractor, regardless of the date of his or her last training, must contact the AHPP National Register & Survey staff to determine whether changes to required historic site survey procedures have changed since the contractor last attended a training. If the AHPP National Register & Survey staff determines that the Contractor's attendance at an additional training class is advisable, the contractor must attend a training class on the procedures required for historic sites surveys prior to the initiation of any fieldwork under the contract.

c. The contractor must comply with the standards and procedures set forth in the AHPP Survey Manual in carrying out the contract work and in completion of the final product. A copy of this manual will be provided by AHPP upon request.

d. The contractor must design and complete the survey and produce a survey report in accordance with the National Park Service Historic Preservation Fund Grants Manual Chapter 6, Section H, 2a-e and 3b and/or d as applicable and the Secretary of the Interior's Standards for Identification for Intensive Surveys (see at Identification Guidelines (U.S. National Park Service) (nps.gov)). The survey report should, at minimum, contain the following elements:

    i. Survey methodology
    ii. A brief historic context specific to the area surveyed
    iii. A brief overview of historic resource types within the area surveyed
    iv. Maps outlining the boundaries of the area surveyed
    v. Tables listing addresses or other location information of properties surveyed, resource numbers supplied by AHPP, and data relevant to evaluation of National Register eligibility, such as date of construction, property condition and architectural integrity, vacant lots, etc.
    vi. Maps locating properties by resource number and address
    vii. Language collected on Arkansas Architectural Resources Forms should be provided with the survey report in an organized, sortable, searchable,

digital format, such as a database, spreadsheet, GIS data, or similar data file.

e. The contractor must complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.

f. The contractor must provide, on the Arkansas Architectural Resources Form, information specific to the property for which the survey form is prepared, summarizing its history and any identifiable changes to the building that appear to have occurred since its construction.

g. The contractor will take color digital photographs of each resource in the field. At the very minimum the photographs should show all facades of each building. In addition, representative streetscape photographs will be provided by the Contractor. These photographs will be submitted with the final survey product in both electronic and print form. *All photography must be credited either on the survey form or in the survey report.*

h. To ensure efficient production of a quality product and to reduce the burden of repeated reviews, in projects involving inventory and documentation of more than 30 properties, the contractor will provide drafts of at least 10 completed Arkansas Architectural Resources Forms to the AHPP National Register & Survey staff for review prior to completion and submittal of all Arkansas Architectural Resources Forms. AHPP staff will review draft forms and return comments to the contractor within 14 business days of receipt of the draft forms.

i. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the historic site survey or form completion, including but not limited to archival research, and photographs, to AHPP on request.

j. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

k. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth in contract documents.

l. The contractor will provide their own transportation and equipment.

m. For resurvey work, a copy of the previous survey form must be attached to the new survey form for each property and shall be included with final project deliverables.

n. The contractor will provide one full-color copy and one digital copy of the final survey report and forms to the City and one full-color printed copy and two digital copies of the survey report and forms to AHPP.

C.) AHPP RESPONSIBILITIES

a. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.

b. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.

c. AHPP will provide resource numbers to the contractor as necessary for project completion.

d. AHPP will provide a one-day training class at the AHPP offices in Little Rock on the procedures required for historic site surveys. This class will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.

e. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX B: National Register of Historic Places Nominations

The production of nominations of historic structures, sites, etc., for listing on the National Register of Historic Places funded under this grant agreement will meet the following minimum standards, as applicable:

A.) CITY'S RESPONSIBILITIES

a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this appendix.

b. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.

c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.

d. The City will contact the AHPP National Register staff to consult on the advisability of preparation and submission of National Register of Historic Places nominations prior to engaging a contractor for preparation of nominations funded under this agreement.

e. The City will ensure that the contractor responsible for survey and documentation services funded under this agreement meets the Secretary of the Interior's Professional Qualification Standards (see Appendix F) in History and/or Architectural History and/or, when applicable, Archaeology or Historic Landscape Architecture.

f. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.

B.) CONTRACTOR'S RESPONSIBILITIES

a. It is required that the contractor complete a National Register of Historic Places nomination form for the historic property or properties in compliance with all applicable AHPP or National Park Service standards and guidance for nomination form completion.

b. The contractor will take color digital photos of the historic property in the field. In the case of a proposed historic district, representative streetscape photos will be provided by the Contractor. All photographs submitted must meet the National Park Service standards in the "National Register Photo Policy Factsheet."

c. The contractor will label all photographs to be included with the completed National or Arkansas Register of Historic Places nomination according to the National Park Service instructions, including credits for all included photographs.

d. The contractor will also need to locate the property on a United States Geological Survey Map and provide UTM coordinates for the historic property or district.

e. The contractor will be responsible for on-site presentation of information sufficient to fully support a recommendation for or against listing of the proposed historic district or property to the AHPP State Review Board at the earliest meeting following completion and staff approval.

f. Any contractor who has not submitted an accepted National Register of Historic Places form in the last five (5) years must attend a training class on completing

National or Arkansas Register of Historic Places nomination forms. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.

g. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing the nomination, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.

h. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

i. The contractor must be able to comply with deadlines and provide initial and completed nominations by the dates set forth in the contract between the City and the Contractor.

j. The contractor will provide his or her own transportation and any equipment necessary to completion of the nomination forms and presentation to the Arkansas State Review Board.

k. The contractor must work outside in extreme temperatures and provide proper attire for the weather conditions.

l. The contractor will perform all services and provide all materials to be produced under the contract in consultation with AHPP.

m. The contractor will conduct meetings with AHPP as required to complete the project.

n. The contractor will provide one full-color printed final clean copy nomination and attachments, including digital photographs, and one digital copy of any nominations created to the City and three full-color printed copies of the final clean copy nomination and attachments, including digital photographs, and two digital copies of any nominations to AHPP.

C.) AHPP RESPONSIBILITIES

a. AHPP will provide access to any previously completed architectural resource forms in its possession for all buildings included in the contract for services.

b. AHPP will provide a one-day training class at the AHPP offices in Little Rock contractor on the proper and thorough completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.

c. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX C: Design Guidelines & Preservation Plans

Preparation of design guidelines and/ or preservation plans funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement include duties and tasks as described in this appendix.

b. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.

c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.

d. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.

e. The City will submit a draft copy of the design guidelines to AHPP for review, comments, and approval prior to printing, and will not give final approval to the product or proceed with final printing of the document until approval has been received by AHPP.

f. The City will ensure that any contractor engaged to prepare design guidelines funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (see Appendix F) as an Architectural Historian, a Historic Preservation Planner, or a Historic Preservationist with experience equivalent to one or both those professions. Any contractor engaged to prepare a

preservation plan must be qualified as a Historic Preservation Planner or a Historic Preservationist with experience equivalent to a Preservation Planner.

B. CONTRACTOR'S RESPONSIBILITIES

a. The contractor will design and complete a preservation plan or plans, when applicable, in accordance with the Secretary of the Interior's Standards and Guidelines for Preservation Planning (see at Preservation Planning Standards (U.S. National Park Service) (nps.gov)).

b. The contractor will draft design guidelines, when applicable, that include, at minimum:
    i. A summary of the City's ordinances, procedures, and bylaws relating to work regulated by the City's Historic District Commission;
    ii. Maps describing the boundaries of any local or National Register historic districts in which work is regulated under authority of the Arkansas Historic Districts Act, A C.A. § 14-172-201, et seq., and local ordinance.
    iii. A list of addresses within such historic districts;
    iv. A history of the City as it provides historic context for any such local historic districts, National Register of Historic Places districts, or the City as a whole;
    v. An overview of the architectural styles prevalent in the local historic districts within the period of significance as described in the most recent historic resources survey and/or nomination previously approved by the City's Historic District Commission;
    vi. The text of the Secretary of the Interior's Standards for Rehabilitation, as codified at 36 CFR 68.
    vii. Illustrated design guidance addressing appropriate rehabilitation of and additions to historic structures and sites and construction or development of appropriate infill structures and sites that addresses all historic architectural styles, periods, and methods of construction specific to the local districts.

c. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.

d. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish,

reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

e. The contractor must be able to comply with deadlines and provide initial and completed deliverables by the dates set forth in the contract between the City and the Contractor.

f. The contractor will provide one full-color printed final clean copy of the design guidelines and/or preservation plan and attachments and one digital copy of the design guidelines and/or preservation plan and attachments created to the City and one full-color printed copies and one digital copy to AHPP.

g. The contractor will include proper credits or citations for all photographs included with final project deliverables.

C. AHPP RESPONSIBILITIES

a. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.

b. AHPP will provide access to any nominations or other background research or information relevant to the project as necessary for project completion

APPENDIX D: Rehabilitation Work to Historic Properties

Projects for rehabilitation work to historic properties funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this appendix.

b. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.

c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.

d. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.

e. Architects/Engineers/Contractors must have the requisite experience and training in historic preservation or relevant field to oversee investigation, design and project work, as determined in consultation with AHPP. See Appendix F.

f. The City will submit plans and specifications to AHPP for all proposed work that is part of any project funded by this grant that would make any material alteration in any feature of any property listed on or eligible for listing on the National Register of Historic Places, either individually or as a contributing feature in a district. The City will not begin any such work until approval has been granted by AHPP.

i. A site plan that has the north direction clearly marked
ii. A city/county map with the site of the property clearly labeled
iii. Set of plans and specifications for the project
iv. Photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan.

v. Interior photographs of all major rooms and those involved in the project, labels, and keyed to a floor plan
vi. Any additional information that will better enable a technical review of the project to be completed like historic photographs, historic structure reports, building studies, etc.

g. The City will ensure that the Contractor performs all work in compliance with the plans, milestones, and specifications as approved by AHPP.

h. All projects must comply with the Americans with Disabilities Act, the Architectural Barriers Act, and the Rehabilitation Act of 1973.

i. All products and projects must comply with the applicable Secretary of the Interior's Standards for Rehabilitation. The Standards are:

j. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

k. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

l. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

m. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

n. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

o. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and,

where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

p. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

q. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

r. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

s. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

B. CONTRACTOR'S RESPONSIBILITIES

a. The Contractor will perform all work in compliance with the plans and specifications as approved by AHPP.

b. All products and projects must comply with the applicable Secretary of the Interior's Standards for Rehabilitation. The Standards are:

c. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

d. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

e. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

f. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

g. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

h. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

i. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

j. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

k. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

l. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

m. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.

n. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

o. The contractor must be able to comply with deadlines set forth in the contract between the City and the Contractor.

p. The contractor must erect a project sign acknowledging the assistance of the Department of the Interior, the National Park Service, the Department of Arkansas Heritage, and the AHPP at the project site. This sign will be provided by the AHPP.

C. AHPP RESPONSIBILITIES

a. AHPP will provide access to any previously completed architectural resource forms or architectural plans in its possession for all buildings included in the contract for services.

b. AHPP will review and approve or comment on all plans and specifications submitted by the City within 14 business days of submission of plans and specifications that allow for a clear and complete understanding of the scope and detail of the project.

c. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX E: Other Consultant Contracts & Products

All other types of projects funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this contract and appendix.

b. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.

c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP. A copy of the final executed contract will be provided to AHPP. All milestones and deadlines between the City and Contractor must be consistent with those outlined in the CLG Grant Agreement. Adjustment of these milestones must have advance AHPP approval.

d. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.

e. The City will ensure that any contractor engaged for work funded under this agreement meets the applicable Secretary of the Interior's Historic Preservation Professional Qualification Standards (see Appendix F) as determined in consultation with AHPP.

f. The City will ensure that all project work and work products meet all applicable SOI "Standards" including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards.

B. CONTRACTOR'S RESPONSIBILITES

a. The contractor will ensure that all project work and work products meet all applicable Secretary of the Interior's "Standards" including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards.

b. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the contract, including but not limited to archival research, and photographs, to AHPP on request.

c. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

d. The contractor must be able to adhere to set deadlines as set forth in contract documents.

e. The contractor will provide own transportation and equipment.

f. The contractor will provide one full-color copy and one digital copy of the work product, as applicable, to the City and one full-color printed copy and two digital copies of the work product, as applicable, to AHPP.

C. AHPP RESPONSIBILITIES

a. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.

b. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.

c. AHPP will provide resource numbers to the contractor as necessary for project completion.

d. AHPP will provide access to other AHPP files to the contractor as necessary for project completion.

e. AHPP will provide technical assistance to the contractor as necessary for project completion.

Appendix F: The Secretary of the Interior's Historic Preservation Professional Qualification Standards

The Secretary of the Interior's Professional Qualification Standards were defined and officially adopted in 1983 (48 FR 44716, September 29) by the National Park Service, Department of the Interior, and the Secretary of the Interior's Historic Preservation Professional Qualification Standards were expanded and revised in 1997 (62 FR 33708, June 20) in response to amendments in the National Historic Preservation Act, but were not formally adopted for federal regulatory purposes. See https://www.nps.gov/articles/sec-standards-prof-quals.htm for more information.

The 1997 revisions update the professional qualification standards written in 1983 and add definitions for seven other historic preservation disciplines that appear in the National Historic Preservation Act.

The 1997 version also provides guidance on how to measure qualifying credentials that was lacking in the 1983 Standards. In the 1997 version, this information is provided in a standardized format that provides examples of the academic degrees, work and academic products, and professional activities that would qualify a professional in a particular discipline.

Because the 1997 Standards give the clearest description of the current understanding of what a qualified professional is in each of the disciplines described in the National Historic Preservation Act, AHPP uses them as guidance on judging the qualifications of contractors or consultants working on projects funded by AHPP's CLG grant agreements. It is important to note that these are not intended to be requirements for ALL consultants or contractors working on a project, lead as well as entry-level. However, each project must contain a person in a lead, responsible project role with the requisite expertise.

CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT
Grant Number 26-CLG-06

This agreement is entered into between the City of Fayetteville, Arkansas, hereinafter referred to as the City, and the Arkansas Historic Preservation Program, hereinafter referred to as AHPP. AHPP agrees to provide a grant in the amount of **$47,300** for the purpose of funding phase II of a citywide survey and training expenses.

THIS GRANT IS FOR THE ACCOMPLISHMENT OF THE PURPOSE, OBJECTIVE AND SCOPE OF WORK HEREIN DEFINED.

I. SCOPE OF WORK

TASK A. The City will fund the completion of Phase II of the citywide historic windshield survey.
$45,000 is designated for this activity.

TASK C. The City will fund travel expenses to approved, preservation-related training events.
$2,300 is designated for this activity.

II. TIME FRAME of AGREEMENT

This agreement will begin on March 2, 2026, and shall extend until September 30, 2027. No grant funds shall be expended by the City or its sub-grantees or assigns after September 30, 2027. No work on any grant task will be undertaken, continued, or carried out after September 30, 2027.

III. PAYMENTS

A. Payments of funds under this grant agreement will be made upon receipt of invoices requesting reimbursement of expenses paid by the City within the time frame of this agreement.

B. No invoice received after August 1, 2027, will be processed.

C. Payments under this grant agreement are conditioned on successful completion of the tasks described in the scope of work and submission of deliverables as described in section IV.

D. The grant award is conditioned on the use of the grant funds to accomplish the tasks described in the scope of work. Funds will only be disbursed to achieve the purposes described in the scope of work. The grantee retains no interest in grant funds for which an invoice has not been submitted to AHPP by August 1, 2027.

E. The availability of funds under this grant award is dependent on the National Park Service's 2026-2027 Historic Preservation Fund award to the AHPP.

IV. MILESTONES

A. Citywide Windshield Survey, Phase II
1. The City will be under contract for consultant's services by September 25, 2026.
2. The consultant will begin work no later than November 2, 2026.
3. A draft of ten (10) completed surveys will be submitted to AHPP for review no later than January 25, 2027.
4. A final draft of all deliverables will be submitted to AHPP for approval no later than May 7, 2027. When all deliverables are accepted as complete and correct by AHPP, the City may invoice AHPP for the full cost of the project.

V. AHPP RESPONSIBILITIES

AHPP staff agrees to make periodic reviews of the project to assess practices and products. AHPP reserves the right to enforce the procedures as outlined in this contract. AHPP agrees to make available advice and counsel necessary to accomplish the objectives and to render compensation upon invoice within a reasonable timeframe.

VI. REPORTING REQUIREMENTS

A. The City will submit quarterly reports detailing programmatic and fiscal progress of work on forms to be provided by AHPP on:

Period	**Date Due**
March-June, 2026	July 15, 2026
July-Sept, 2026	October 15, 2026
October-December, 2026	January 15, 2027
January-March, 2027	April 15, 2027
April-June, 2027	July 15, 2027
July-September, 2027	October 15, 2027
FINAL	October 29, 2027

B. The report of April 15, 2027, will be accompanied by a timeline for completion of all tasks and spend down of project funds by the end of the grant term.

C. If changes in the grant agreement - e.g.: scope of work, products, budgets, etc. - are required, then the City must submit a written request detailing proposed changes and wait for written approval from AHPP before proceeding.

D. No funds will be disbursed if grant reporting is more than two weeks delinquent.

E. Failure to submit grant reports within one month of the date required herein shall be grounds for cancellation of the grant at the discretion of AHPP.

F. The City will submit a final project report detailing all completed projects and including copies of all publications as per the requirements of this agreement no later than October 29, 2027.

G. The City will promptly notify AHPP if it will be unable to expend the awarded funds within the grant period.

VII. REQUIRED TRAINING

Disbursement of funds under this agreement is contingent on attendance by a designated representative of the City at a training session on grant administration requirements held by AHPP. This requirement may be waived at the discretion of AHPP if the City's grants administrator has attended a grant administration training session within the two years prior to the execution of this grant agreement.

VIII. COMPLIANCE

A. All products and projects funded by grant funds must comply with the applicable Secretary of the Interior's "Standards." These include: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards. See Appendices A-E.

B. PROJECT EXECUTION AND CONTRACT REQUIREMENTS: All projects, sub-grants and consulting contracts funded through this grant agreement must be carried out in accordance with the procedures and standards laid out in the applicable appendices to this agreement. All work products funded through this grant must meet the standards laid out in the applicable appendices to this agreement.

C. EASEMENTS AND PRESERVATION AGREEMENTS: The City will donate to AHPP a conservation easement on any property being restored, rehabilitated, or repaired as a part of any project(s) funded in whole or in part by this grant utilizing ten thousand dollars ($10,000) or more of funds awarded by AHPP. On such projects involving private properties, it will be the City's responsibility to secure this easement for donation to AHPP before any grant funds are released. The City will ensure that the owner(s) of property being restored, rehabilitated, or repaired as part of any project utilizing at least one dollar ($1) but less than ten thousand dollars ($10,000) of Historic Preservation Fund monies awarded by AHPP enters into a five-year preservation agreement concerning that property with AHPP before grant funds are released. On such projects involving City property, the City and any other parties

holding an ownership interest in such property must enter into a five-year preservation agreement with AHPP before funds will be released.

D. All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended; (78 Stat. 252; 42 U.S.C. §§2000d *et seq.*); the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 *et seq.*); the Americans with Disabilities Act (42 U.S.C. §12101); the Architectural Barriers Act (42 U.S.C. §§4151 *et seq.)*; and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.

A. In all hiring or employment made possible by or resulting from grant awards, the City (1) will not discriminate against any employee or applicant from employment because of race, color, religion, sex, age, or national origin, and (2) will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. This requirement applies to, but is not limited to, the following: employment promotion, demotion, or transfer; recruitment or other recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The City and its sub-grantees will comply with all applicable statutes and Executive orders on equal employment opportunity and grant awards will be governed by the provisions, as implemented by, but not limited to, Department of the Interior policies, published in 43 CFR 17.

IX. MANAGEMENT AND BUDGET GUIDELINES

A. Certified Local Government grants are funded by the National Park Service Historic Preservation Funds Grants in Aid, CFDA number 15.904. All policies and procedures of the Department of the Interior, the National Park Service, and all other Federal regulations concerning expenditures of Federal funds must be followed by AHPP and all sub-grant recipients. All grant projects will be administered by AHPP and the City in accordance with the Historic Preservation Fund Grants Manual. The manual may be found online here: https://www.nps.gov/subjects/historicpreservationfund/historic-preservation-fund-grant-manual.htm The City must maintain efficient and effective accountability and control of all funds received and expended under a sub-grant from AHPP.

B. Federal Award Identification Number, total award amount, award date, and a copy of the NPS grant agreement with AHPP will be provided to subgrantee with this signed grant agreement. This subgrant award may be subject to additional conditions as required by the National Park Service.

C. A City employee or paid contractor will be responsible for fulfilling all responsibilities assumed by the City under this grant agreement.

D. The City will promptly disclose any conflict of interest to AHPP in accordance with 2 CFR §200.112.

E. Indirect costs are not eligible for reimbursement under this award.

F. The City will maintain all grant-related records at the City offices in accordance with its normal recordkeeping procedures.

G. The City hereby assures and certifies that it will comply with the regulations, policies, guidelines and requirements as they relate to the application, acceptance and use of Federal funds for this federally assisted project. The following Federal regulations are incorporated by reference into this Agreement (full text can be found at http://www.ecfr.gov):

1) Administrative Requirements:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;

2) Determination of Allowable Costs:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

3) Audit Requirements:
2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

4) Code of Federal Regulations/Regulatory Requirements:

2 CFR 182 & 1401, "Government-wide Requirements for a Drug-Free Workplace";

2 CFR 180 & 1400, "Non-Procurement Debarment and Suspension", previously located at 43 CFR §42, "Government wide Debarment and Suspension (Non-Procurement)";

43 CFR Part 18, "New Restrictions on Lobbying";

2 CFR Part 175, "Trafficking Victims Protection Act of 2000";

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions; and

2 CFR Part 25, System for Award Management (www.SAM.gov).

H. Cities that expend $750,000 or more during a year in Federal awards shall have a

single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and 2 CFR Part 200, Subpart F.

I. The City will comply with Federal competitive procurement requirements for professional services and subcontractors and will provide documentation of such compliance upon request.

J. The City will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

K. Upon completion of the project, the Secretary of the Interior, the Comptroller General of the United States, AHPP, and/or any of their duly authorized representatives shall have access for the purpose of financial or programmatic audit and examination any books, documents, papers and records of the City that are pertinent to the grant at all reasonable times during the period of retention provided in 2 CFR §200.334, for at least three (3) years or until all claims or audit findings have been resolved.

L. The City will comply with the provisions of 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31." In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, §402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

M. The City will comply with all provisions of Executive Order 113858 "Strengthening Buy American Preferences for Infrastructure Projects" that may apply to the project that is the subject of this award.

X. PUBLICATIONS, WORK PRODUCT AND PUBLIC INFORMATION

A. An acknowledgment of National Park Service and the Arkansas Historic Preservation Program support must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds. This acknowledgment shall be in the form of a statement as follows: *"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage."*

B. Press releases, publications, and other public dissemination of information by the City concerning a project made possible by this grant shall acknowledge National Park Service, Department of the Interior, Arkansas Historic Preservation Program, and Division of Arkansas Heritage grant support.

C. Posters, brochures, program literature, and publications will include the following statement: *This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.*

D. Drafts of all publications, reports, audio-visual material, and other material subject to distribution, publication, or display must be submitted to AHPP for approval prior to production, publication, public display or general distribution.

E. Publications, reports, audio-visual material, and other material subject to distribution, publication, or display will be made accessible to the widest audience possible in accordance with Title II of the Americans with Disabilities Act (42 U.S.C. §§12132 *et seq.*). For more information, guidance is available from the Department of Justice, Civil Rights Division, Disability Rights Section.

F. The City grants the State of Arkansas and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement as complied or produced by the City, its contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material. Any data, analysis, methodology, or other information that formed the basis of the work product funded by this grant award shall be made available to the AHPP and the NPS on request. The City shall

ensure that these rights are secured by any sub-award or sub-agreement funded under this grant award.

G. All Geographic Information Systems data produced or collected as a part of this grant funded project must comply with the NPS Cultural Resource Spatial Data Transfer Standards. Please contact the AHPP for more information.

XI. DEVELOPMENT PROJECTS

A. Any development project funded through this award must obtain appropriate permits from the City, including approval from the local Historic District Commission, if the project falls within a local ordinance district and the Commission has jurisdiction.

B. Work funded by this grant award cannot be claimed under the Federal Historic Preservation Tax Incentives Program. City and any potential subgrantees should consult with their attorneys or financial advisors about tax or other consequences of this award or its conditions on project financing.

C. Approvals of project work by AHPP for this grant project are independent of and may not be substituted for the review and approval of any project or matter under any other AHPP or National Park Service program.

XII. LIMITATION OF LIABILITY

AHPP assumes no responsibility with respect to accidents, illness or claims arising out of any work performed under a sub-grant supported project. The City is expected to take necessary steps to insure itself and its personnel and students and to comply with the applicable local, State, or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 CFR Part 1910).

XIII. PROJECT CANCELLATION

Approved projects may be canceled for one or more of the following reasons:

A. The City requests project cancellation.

B. The City fails to pursue project work in a timely fashion or fails to adequately pursue project objectives in a manner likely to ensure completion of the grant project or substantial spend-down of the grant award within the grant term.

C. Project work or project administration is found not to be in conformance with conditions as stated in the grant agreement and appendices.

XIV. AMENDMENTS

This agreement may be amended upon written request and approval by both parties.

XV. APPENDICES

The following appendices are hereby incorporated into this agreement by this reference.

A. Historic Resources Survey & Documentation
B. National Register of Historic Places Nominations
C. Design Guidelines & Preservation Plans
D. Rehabilitation Work to Historic Properties
E. Other Consultant Contracts & Products
F. SOI Professional Qualifications Standards

SIGNATURES

Scott Kaufman
Agency Director, AHPP
State Historic Preservation Officer
1100 North Street
Little Rock, Arkansas 72201

Date

City of Fayetteville Signature

Name (printed)

Title

Date

APPENDIX A: Historic Resources Survey & Documentation

The production of surveys or resurveys of historic structures, sites, etc., funded under this grant agreement will meet the following minimum standards, as applicable:

A.) CITY'S RESPONSIBILITIES

a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for survey and documentation services funded under this agreement includes duties and tasks as described in this appendix.

b. The City will submit a copy of any proposed RFQ, RFP, or other bid solicitation for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and approval and will not publish such announcement or request until comments been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.

c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.

d. The City will contact the AHPP National Register staff to consult on the advisability of historic sites survey work in the proposed area, proposed boundaries for the survey work, etc., prior to engaging a contractor for survey work funded under this agreement.

e. The City will ensure that the contractor responsible for survey and documentation services funded under this agreement meets the Secretary of the Interior's Professional Qualification Standards (see Appendix F) in History and/or Architectural History and/or, when applicable, Archaeology or Historic Landscape Architecture.

f. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.

B.) CONTRACTOR'S RESPONSIBILITIES

a. Prior to commencing any work under the contract, any contractor who has not attended a training on the required procedures for historic sites surveys taught by the AHPP National Register & Survey staff within five (5) years prior to the survey initiation date must attend a training class on the procedures required for historic site survey. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.

b. Prior to commencing any work under the contract, the Contractor, regardless of the date of his or her last training, must contact the AHPP National Register & Survey staff to determine whether changes to required historic site survey procedures have changed since the contractor last attended a training. If the AHPP National Register & Survey staff determines that the Contractor's attendance at an additional training class is advisable, the contractor must attend a training class on the procedures required for historic sites surveys prior to the initiation of any fieldwork under the contract.

c. The contractor must comply with the standards and procedures set forth in the AHPP Survey Manual in carrying out the contract work and in completion of the final product. A copy of this manual will be provided by AHPP upon request.

d. The contractor must design and complete the survey and produce a survey report in accordance with the National Park Service Historic Preservation Fund Grants Manual Chapter 6, Section H, 2a-e and 3b and/or d as applicable and the Secretary of the Interior's Standards for Identification for Intensive Surveys (see at Identification Guidelines (U.S. National Park Service) (nps.gov)). The survey report should, at minimum, contain the following elements:

   i. Survey methodology
   ii. A brief historic context specific to the area surveyed
   iii. A brief overview of historic resource types within the area surveyed
   iv. Maps outlining the boundaries of the area surveyed
   v. Tables listing addresses or other location information of properties surveyed, resource numbers supplied by AHPP, and data relevant to evaluation of National Register eligibility, such as date of construction, property condition and architectural integrity, vacant lots, etc.
   vi. Maps locating properties by resource number and address
   vii. Language collected on Arkansas Architectural Resources Forms should be provided with the survey report in an organized, sortable, searchable,

digital format, such as a database, spreadsheet, GIS data, or similar data file.

e. The contractor must complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.

f. The contractor must provide, on the Arkansas Architectural Resources Form, information specific to the property for which the survey form is prepared, summarizing its history and any identifiable changes to the building that appear to have occurred since its construction.

g. The contractor will take color digital photographs of each resource in the field. At the very minimum the photographs should show all facades of each building. In addition, representative streetscape photographs will be provided by the Contractor. These photographs will be submitted with the final survey product in both electronic and print form. *All photography must be credited either on the survey form or in the survey report.*

h. To ensure efficient production of a quality product and to reduce the burden of repeated reviews, in projects involving inventory and documentation of more than 30 properties, the contractor will provide drafts of at least 10 completed Arkansas Architectural Resources Forms to the AHPP National Register & Survey staff for review prior to completion and submittal of all Arkansas Architectural Resources Forms. AHPP staff will review draft forms and return comments to the contractor within 14 business days of receipt of the draft forms.

i. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the historic site survey or form completion, including but not limited to archival research, and photographs, to AHPP on request.

j. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

k. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth in contract documents.

l. The contractor will provide their own transportation and equipment.

m. For resurvey work, a copy of the previous survey form must be attached to the new survey form for each property and shall be included with final project deliverables.

n. The contractor will provide one full-color copy and one digital copy of the final survey report and forms to the City and one full-color printed copy and two digital copies of the survey report and forms to AHPP.

C.) AHPP RESPONSIBILITIES

a. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.

b. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.

c. AHPP will provide resource numbers to the contractor as necessary for project completion.

d. AHPP will provide a one-day training class at the AHPP offices in Little Rock on the procedures required for historic site surveys. This class will train the contractor in the proper and thorough completion of Arkansas Architectural Resources Forms, photography requirements, mapping, and compilation of the finished product.

e. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX B: National Register of Historic Places Nominations

The production of nominations of historic structures, sites, etc., for listing on the National Register of Historic Places funded under this grant agreement will meet the following minimum standards, as applicable:

A.) CITY'S RESPONSIBILITIES

a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this appendix.

b. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.

c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.

d. The City will contact the AHPP National Register staff to consult on the advisability of preparation and submission of National Register of Historic Places nominations prior to engaging a contractor for preparation of nominations funded under this agreement.

e. The City will ensure that the contractor responsible for survey and documentation services funded under this agreement meets the Secretary of the Interior's Professional Qualification Standards (see Appendix F) in History and/or Architectural History and/or, when applicable, Archaeology or Historic Landscape Architecture.

f. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.

B.) CONTRACTOR'S RESPONSIBILITIES

a. It is required that the contractor complete a National Register of Historic Places nomination form for the historic property or properties in compliance with all applicable AHPP or National Park Service standards and guidance for nomination form completion.

b. The contractor will take color digital photos of the historic property in the field. In the case of a proposed historic district, representative streetscape photos will be provided by the Contractor. All photographs submitted must meet the National Park Service standards in the "National Register Photo Policy Factsheet."

c. The contractor will label all photographs to be included with the completed National or Arkansas Register of Historic Places nomination according to the National Park Service instructions, including credits for all included photographs.

d. The contractor will also need to locate the property on a United States Geological Survey Map and provide UTM coordinates for the historic property or district.

e. The contractor will be responsible for on-site presentation of information sufficient to fully support a recommendation for or against listing of the proposed historic district or property to the AHPP State Review Board at the earliest meeting following completion and staff approval.

f. Any contractor who has not submitted an accepted National Register of Historic Places form in the last five (5) years must attend a training class on completing

National or Arkansas Register of Historic Places nomination forms. This one-day class, at the offices of AHPP, will train the contractor in the proper and thorough completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.

g. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing the nomination, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.

h. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

i. The contractor must be able to comply with deadlines and provide initial and completed nominations by the dates set forth in the contract between the City and the Contractor.

j. The contractor will provide his or her own transportation and any equipment necessary to completion of the nomination forms and presentation to the Arkansas State Review Board.

k. The contractor must work outside in extreme temperatures and provide proper attire for the weather conditions.

l. The contractor will perform all services and provide all materials to be produced under the contract in consultation with AHPP.

m. The contractor will conduct meetings with AHPP as required to complete the project.

n. The contractor will provide one full-color printed final clean copy nomination and attachments, including digital photographs, and one digital copy of any nominations created to the City and three full-color printed copies of the final clean copy nomination and attachments, including digital photographs, and two digital copies of any nominations to AHPP.

C.) AHPP RESPONSIBILITIES

a. AHPP will provide access to any previously completed architectural resource forms in its possession for all buildings included in the contract for services.

b. AHPP will provide a one-day training class at the AHPP offices in Little Rock contractor on the proper and thorough completion of National Register of Historic Places nomination forms, photography requirements, mapping, and compilation of the finished product.

c. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX C: Design Guidelines & Preservation Plans

Preparation of design guidelines and/ or preservation plans funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement include duties and tasks as described in this appendix.

b. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.

c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.

d. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.

e. The City will submit a draft copy of the design guidelines to AHPP for review, comments, and approval prior to printing, and will not give final approval to the product or proceed with final printing of the document until approval has been received by AHPP.

f. The City will ensure that any contractor engaged to prepare design guidelines funded under this agreement meets the Secretary of the Interior's Standards for Professional Qualifications (see Appendix F) as an Architectural Historian, a Historic Preservation Planner, or a Historic Preservationist with experience equivalent to one or both those professions. Any contractor engaged to prepare a

preservation plan must be qualified as a Historic Preservation Planner or a Historic Preservationist with experience equivalent to a Preservation Planner.

B. CONTRACTOR'S RESPONSIBILITIES

a. The contractor will design and complete a preservation plan or plans, when applicable, in accordance with the Secretary of the Interior's Standards and Guidelines for Preservation Planning (see at Preservation Planning Standards (U.S. National Park Service) (nps.gov)).

b. The contractor will draft design guidelines, when applicable, that include, at minimum:
    i. A summary of the City's ordinances, procedures, and bylaws relating to work regulated by the City's Historic District Commission;
    ii. Maps describing the boundaries of any local or National Register historic districts in which work is regulated under authority of the Arkansas Historic Districts Act, A C.A. § 14-172-201, et seq., and local ordinance.
    iii. A list of addresses within such historic districts;
    iv. A history of the City as it provides historic context for any such local historic districts, National Register of Historic Places districts, or the City as a whole;
    v. An overview of the architectural styles prevalent in the local historic districts within the period of significance as described in the most recent historic resources survey and/or nomination previously approved by the City's Historic District Commission;
    vi. The text of the Secretary of the Interior's Standards for Rehabilitation, as codified at 36 CFR 68.
    vii. Illustrated design guidance addressing appropriate rehabilitation of and additions to historic structures and sites and construction or development of appropriate infill structures and sites that addresses all historic architectural styles, periods, and methods of construction specific to the local districts.

c. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.

d. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish,

reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

e. The contractor must be able to comply with deadlines and provide initial and completed deliverables by the dates set forth in the contract between the City and the Contractor.

f. The contractor will provide one full-color printed final clean copy of the design guidelines and/or preservation plan and attachments and one digital copy of the design guidelines and/or preservation plan and attachments created to the City and one full-color printed copies and one digital copy to AHPP.

g. The contractor will include proper credits or citations for all photographs included with final project deliverables.

C. AHPP RESPONSIBILITIES

a. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.

b. AHPP will provide access to any nominations or other background research or information relevant to the project as necessary for project completion

APPENDIX D: Rehabilitation Work to Historic Properties

Projects for rehabilitation work to historic properties funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this appendix.

b. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.

c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review prior to execution of the contract, and will not execute the contract until approval has been received from AHPP. A copy of the final executed contract will be provided to AHPP.

d. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.

e. Architects/Engineers/Contractors must have the requisite experience and training in historic preservation or relevant field to oversee investigation, design and project work, as determined in consultation with AHPP. See Appendix F.

f. The City will submit plans and specifications to AHPP for all proposed work that is part of any project funded by this grant that would make any material alteration in any feature of any property listed on or eligible for listing on the National Register of Historic Places, either individually or as a contributing feature in a district. The City will not begin any such work until approval has been granted by AHPP.

i. A site plan that has the north direction clearly marked
ii. A city/county map with the site of the property clearly labeled
iii. Set of plans and specifications for the project
iv. Photographs (or digital images) of all exterior elevations of the building or site, with views identified and oriented and keyed to the site plan.

v. Interior photographs of all major rooms and those involved in the project, labels, and keyed to a floor plan
vi. Any additional information that will better enable a technical review of the project to be completed like historic photographs, historic structure reports, building studies, etc.

g. The City will ensure that the Contractor performs all work in compliance with the plans, milestones, and specifications as approved by AHPP.

h. All projects must comply with the Americans with Disabilities Act, the Architectural Barriers Act, and the Rehabilitation Act of 1973.

i. All products and projects must comply with the applicable Secretary of the Interior's Standards for Rehabilitation. The Standards are:

j. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

k. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

l. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

m. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

n. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

o. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and,

where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

p. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

q. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

r. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

s. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

B. CONTRACTOR'S RESPONSIBILITIES

a. The Contractor will perform all work in compliance with the plans and specifications as approved by AHPP.

b. All products and projects must comply with the applicable Secretary of the Interior's Standards for Rehabilitation. The Standards are:

c. A property shall be used for its historic purpose or be placed in a new use that requires minimal change to the defining characteristics of the building and its site and environment.

d. The historic character of a property shall be retained and preserved. The removal of historic materials or alteration of features and spaces that characterize a property shall be avoided.

e. Each property shall be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or architectural elements from other buildings, shall not be undertaken.

f. Most properties change over time; those changes that have acquired historic significance in their own right shall be retained and preserved.

g. Distinctive features, finishes, and construction techniques or examples of craftsmanship that characterize a property shall be preserved.

h. Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Replacement of missing features shall be substantiated by documentary, physical, or pictorial evidence.

i. Chemical or physical treatments, such as sandblasting, that cause damage to historic materials shall not be used. The surface cleaning of structures, if appropriate, shall be undertaken using the gentlest means possible.

j. Significant archeological resources affected by a project shall be protected and preserved. If such resources must be disturbed, mitigation measures shall be undertaken.

k. New additions, exterior alterations, or related new construction shall not destroy historic materials that characterize the property. The new work shall be differentiated from the old and shall be compatible with the massing, size, scale, and architectural features to protect the historic integrity of the property and its environment.

l. New additions and adjacent or related new construction shall be undertaken in such a manner that if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

m. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of preparing work product on any project funded through this grant agreement, including but not limited to property data, databases, archival research, and photographs, to AHPP on request.

n. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

o. The contractor must be able to comply with deadlines set forth in the contract between the City and the Contractor.

p. The contractor must erect a project sign acknowledging the assistance of the Department of the Interior, the National Park Service, the Department of Arkansas Heritage, and the AHPP at the project site. This sign will be provided by the AHPP.

C. AHPP RESPONSIBILITIES

a. AHPP will provide access to any previously completed architectural resource forms or architectural plans in its possession for all buildings included in the contract for services.

b. AHPP will review and approve or comment on all plans and specifications submitted by the City within 14 business days of submission of plans and specifications that allow for a clear and complete understanding of the scope and detail of the project.

c. AHPP will provide technical assistance to the contractor as necessary for project completion.

APPENDIX E: Other Consultant Contracts & Products

All other types of projects funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

a. The City will ensure that any request for proposals (RFP), request for qualifications (RFQ), or other bid solicitation and any contract for services funded under this agreement includes duties and tasks as described in this contract and appendix.

b. The City will submit a copy of any proposed RFQ, RFP, or other bid announcement for a project funded under this agreement to AHPP prior to publication of the announcement or request for review and will not publish such announcement or request until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed announcement or request has been received by AHPP. A copy of the final announcement or request and proof of its publication or transmission to qualified professional will be provided to AHPP.

c. The City will submit a copy of any proposed contract and the name and vita of the contractor selected for services funded under this agreement to AHPP for review, prior to execution of the contract, and will not execute the contract until approval has been received from AHPP or seven (7) business days have elapsed since the date on which the proposed contract has been received by AHPP. A copy of the final executed contract will be provided to AHPP. All milestones and deadlines between the City and Contractor must be consistent with those outlined in the CLG Grant Agreement. Adjustment of these milestones must have advance AHPP approval.

d. The City will ensure that all milestones and work deadlines incorporated into its agreement with the Contractor are consistent with those outlined in the applicable CLG Grant Agreement. Any discrepancy between the Grant Agreement milestones and those applied to the Contractor's tasks must be approved in advance by AHPP.

e. The City will ensure that any contractor engaged for work funded under this agreement meets the applicable Secretary of the Interior's Historic Preservation Professional Qualification Standards (see Appendix F) as determined in consultation with AHPP.

f. The City will ensure that all project work and work products meet all applicable SOI "Standards" including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards.

B. CONTRACTOR'S RESPONSIBILITES

a. The contractor will ensure that all project work and work products meet all applicable Secretary of the Interior's "Standards" including: 1) Standards and Guidelines for Preservation Planning, 2) Standards and Guidelines for Identification, 3) Standards and Guidelines for Evaluation, 4) Standards and Guidelines for Registration, 5) Standards and Guidelines for Historical Documentation, 6) Standards and Guidelines for Architectural and Engineering Documentation, 7) Standards and Guidelines for Archeological Documentation, 8) Standards for the Treatment of Historic Properties, 9) Standards and Guidelines for the Rehabilitation of Historic Buildings, and 10) Historic Preservation Professional Qualification Standards.

b. The contractor will provide copies of any ancillary work product or information compiled or generated by the contractor in the course of carrying out the contract, including but not limited to archival research, and photographs, to AHPP on request.

c. The contractor will grant the City, the State of Arkansas, and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement by the contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

d. The contractor must be able to adhere to set deadlines as set forth in contract documents.

e. The contractor will provide own transportation and equipment.

f. The contractor will provide one full-color copy and one digital copy of the work product, as applicable, to the City and one full-color printed copy and two digital copies of the work product, as applicable, to AHPP.

C. AHPP RESPONSIBILITIES

a. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.

b. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.

c. AHPP will provide resource numbers to the contractor as necessary for project completion.

d. AHPP will provide access to other AHPP files to the contractor as necessary for project completion.

e. AHPP will provide technical assistance to the contractor as necessary for project completion.

Appendix F: The Secretary of the Interior's Historic Preservation Professional Qualification Standards

The Secretary of the Interior's Professional Qualification Standards were defined and officially adopted in 1983 (48 FR 44716, September 29) by the National Park Service, Department of the Interior, and the Secretary of the Interior's Historic Preservation Professional Qualification Standards were expanded and revised in 1997 (62 FR 33708, June 20) in response to amendments in the National Historic Preservation Act, but were not formally adopted for federal regulatory purposes. See https://www.nps.gov/articles/sec-standards-prof-quals.htm for more information.

The 1997 revisions update the professional qualification standards written in 1983 and add definitions for seven other historic preservation disciplines that appear in the National Historic Preservation Act.

The 1997 version also provides guidance on how to measure qualifying credentials that was lacking in the 1983 Standards. In the 1997 version, this information is provided in a standardized format that provides examples of the academic degrees, work and academic products, and professional activities that would qualify a professional in a particular discipline.

Because the 1997 Standards give the clearest description of the current understanding of what a qualified professional is in each of the disciplines described in the National Historic Preservation Act, AHPP uses them as guidance on judging the qualifications of contractors or consultants working on projects funded by AHPP's CLG grant agreements. It is important to note that these are not intended to be requirements for ALL consultants or contractors working on a project, lead as well as entry-level. However, each project must contain a person in a lead, responsible project role with the requisite expertise.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-404

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Peter Nierengarten, Environmental Director

SUBJECT: **Contract amendment #4 in the amount of $21,520 with Hawkins-Weir Engineers Inc. for additional construction services associated with the Fayetteville Recycling and Trash Collections Division – materials recovery facility construction administration**

RECOMMENDATION:
Staff recommends approval of contract amendment #4 in the amount of $21,520 with Hawkins-Weir Engineers Inc. for additional construction services associated with the Fayetteville Recycling and Trash Collections Division – materials recovery facility, baler sump improvements.

BACKGROUND:
The City of Fayetteville operates a solid waste transfer station and recycling processing facility located at 1560 S. Happy Hollow Rd. The facilities are used to receive and process solid waste and recyclables that are collected from residents and businesses in Fayetteville. Solid Waste is deposited from residential, commercial and roll-off trucks to the transfer station floor where it is pushed and packed into open-top transport trucks for hauling to the Waste Management Landfill in Tontitown, AR.

Normal wear and tear on the RTC facilities along with growth in the amount of material received over the past several years has necessitated several improvements. In November 2021, the City Council approved a contract with Hawkins-Weir Engineers Inc. for design and bidding services for Recycling & Trash Facility Improvements.

DISCUSSION:
Hawkins-Weir has completed the design, bidding and construction management for the first and second phase of Recycling & Trash Facility improvements to the transfer station floor and metal push wall. Construction of the third phase of work on the materials recovery facility baler sump is about to commence.

This contract amendment is for additional construction management services associated with the materials recovery facility baler sump repairs. Specifically, the work includes:

- Periodic observation during construction
- Preparing and coordinating the review and dissemination of construction documentation including material submittals, testing results, and field change orders as directed by the Owner.
- Reviewing the Contractor's constructed quantities and prepare monthly pay requests for the Owner's approval
- Conducting a final inspection with the Contractor and Owner, and preparing a punch list of deficient

construction items for the Contractor to address
- Coordinating the preparation of Record Drawings of the completed Project and providing one (1) reproducible hard copy and one (1) electronic copy for the Owner's archives

BUDGET/STAFF IMPACT:
Under Amendment No. 4, the maximum not-to-exceed amount authorized for these services is $21,520. Funding for this work will come from the Recycling and Trash Collections Fund.

ATTACHMENTS: 3. Staff Review Form, 4. HW Contract Amendment No. 4, 5. Resolution 157-25

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

File #: 2026-404

A RESOLUTION TO APPROVE AMENDMENT NO. 4 TO THE ENGINEERING SERVICES CONTRACT WITH HAWKINS-WEIR ENGINEERS, INC. IN THE AMOUNT OF $21,520.00 FOR ADDITIONAL CONSTRUCTION SERVICES ASSOCIATED WITH RECYCLING AND TRASH FACILITY IMPROVEMENTS

WHEREAS, on November 16, 2021, the City Council passed Resolution No. 282-21 approving a Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. for design and bidding services for recycling and trash facility improvements; and

WHEREAS, Amendment No. 4 will provide additional construction management services associated with the materials recovery facility baler sump repairs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign Amendment No. 4 to the engineering services contract with Hawkins-Weir Engineers, Inc. in the amount of $21,520.00 for additional design and construction services associated with recycling and trash facility improvements.

City of Fayetteville Staff Review Form

2026-404

Item ID

3/17/2026

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

Peter Nierengarten	2/19/2026	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of contract amendment #4 in the amount of $21,520 with Hawkins-Weir Engineers Inc. for additional construction services associated with the Fayetteville Recycling and Trash Collections Division – materials recovery facility, baler sump improvements.

Budget Impact:

5500.750.5080-5816.00	Improvements Solid Waste
Account Number	Fund
18016.1	RTC Master Plan Expansion
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	36,753.00
		Expenses (Actual+Encum)	$	13,755.70
		Available Budget	$	**22,997.30**
Does item have a direct cost?	Yes	Item Cost	$	21,520.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**1,477.30**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 157-25

Change Order Number: 4

Approval Date: 7/1/2025

Original Contract Number:

Comments:

AMENDMENT NO. 4

TO THE

AGREEMENT For PROFESSIONAL ENGINEERING SERVICES

BETWEEN

CITY OF FAYETTEVILLE, ARKANSAS

AND

HAWKINS-WEIR ENGINEERS, INC.

In accordance with the AGREEMENT For PROFESSIONAL ENGINEERING SERVICES for the **Fayetteville Transfer Station Improvements (HW Project No. 2021061),** dated November 16, 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. 4.

SECTION 1 – SCOPE OF SERVICES

1.1 Amendment No. 4 is for additional construction phase services (Task J) for the Fayetteville Transfer Station Improvements – Material Recovery Facility Baler Sump Modifications. Task J services are detailed in the Engineer's attached Scope of Services dated February 19, 2026.

SECTION 2 – TIME OF SERVICE

2.1 The scope of services as defined above is based on completing the Task J services within 90-calendar days. 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 Twenty-One Thousand Five Hundred Twenty and 00/100 Dollars ($21,520.00) without written approval of Owner. These additional services adjust the Agreement's not to exceed fee to $**309,200.00** but does not affect the not to exceed reimbursable expenses already established at $54,080.00.

Attachments: Scope of Services dated February 19, 2026
Fee Proposal Summary dated February 19, 2026
2026 Standard Hourly Billing Rate Structure

AUTHORIZATION BY:

CITY OF FAYETTEVILLE, ARKANSAS

By:_____
Honorable Molly Rawn, Mayor

Date:_____

ACCEPTED BY:

HAWKINS-WEIR ENGINEERS, INC.

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

Date: 02/19/2026

Appendix A
Scope of Services – Amendment No. 4
Fayetteville Transfer Station Improvements
City of Fayetteville, Arkansas
HW Project No. 2021061
February 19, 2026

Hawkins-Weir Engineers, Inc. (HW) proposes to provide the following engineering design services for the Fayetteville Transfer Station Improvements project:

J. Construction Phase Services – Material Recovery Facility Baler Sump Modifications

1. Participate in a Pre-Construction Conference with the Owner, Contractor, and Design Consultant

2. Provide periodic observation during construction

3. Prepare and coordinate the review and dissemination of construction documentation including material submittals, testing results, and field change orders as directed by the Owner.

4. Review the Contractor's constructed quantities and prepare monthly pay requests for the Owner's approval

5. Conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address

6. Coordinate the preparation of Record Drawings of the completed Project and provide one (1) reproducible hard copy and one (1) electronic copy for the Owner's archives

Appendix B
Amendment No. 4 Fee Proposal Summary
Fayetteville Transfer Station Improvements
City of Fayetteville, Arkansas
February 19, 2026

Fayetteville Transfer Station Improvements

J. Construction Phase Services - Material Recovery Facility Baler Sump Modifications Task	Engr VII	Engr VI	Inspector III	Engr. Asst.	Total Hours
1. Participate in a Pre-Construction Conference with the Owner, Contractor, and Design Consultant	4	4	2	2	12
2. Provide periodic observation during construction (1)		8	80		88
3. Prepare and coordinate the review and dissemination of construction documentation including material submittals, testing results, and field change orders as directed by the	2	8		4	14
4. Review the Contractor's constructed quantities and prepare monthly pay requests for the Owner's approval		4		4	8
5. Conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address	2	4	4	4	14
6. Coordinate the preparation of record drawings of the completed project and provide one (1) reproducible hard copy and one (1) electronic copy for the Owner's archives		4	2	2	8
TOTAL HOURS =	8	32	88	16	144
SUBTOTAL COST =					$21,520

(1) Based on a 30-calendar day Contract Time. Periodic construction observation is based on 4-hours per day (Monday through Friday) during the construction of the Material Recovery Facility Baler Sump Modifications

ENGINEERING SERVICES SUMMARY

Fayetteville Transfer Station Improvements

J.	Construction Phase Services - Material Recovery Facility Baler Sump Modifications	$21,520
	Total Engineering Fee - Not to Exceed =	$21,520

Hawkins-Weir Engineers, Inc.

Hourly Rate Schedule: 2026

Description	Billing Rate/Hour
Engineer VII	$275
Engineer VI	$250
Engineer V	$225
Engineer IV	$200
Engineer III	$175
Engineer II	$150
Engineer I	$125
Environmental Specialist II	$130
Environmental Specialist I	$110
Designer III	$145
Designer II	$135
Designer I	$120
Civil Eng. Assistant II	$100
Civil Eng. Assistant I	$90
Digital Design Manager	$150
BIM Modeler III	$145
BIM Modeler II	$135
BIM Modeler I	$125
CAD/GIS Technician III	$135
CAD/GIS Technician II	$125
CAD/GIS Technician I	$115
Construction Manager II	$150
Construction Manager I	$130
Construction Observer IV	$140
Construction Observer III	$120
Construction Observer II	$110
Construction Observer I	$100
Surveyor	$175
GPS Survey	$200
Survey Technician	$50
Business Manager	$100
Graphic Designer	$100
Administrative	$75

Reimbursable Expenses	
Mileage	$0.77/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

1. Hourly rates may be equitably adjusted
2. Adjustment to rate schedule will not change contract lump sum or NTE amounts
3. If a conflict exists, hourly rates & reimbursable expenses will be invoiced per terms of Agreement.

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

Resolution: 157-25

File Number: 2025-989

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE ENGINEERING SERVICES CONTRACT WITH HAWKINS-WEIR ENGINEERS, INC. IN THE AMOUNT OF $46,620.00 FOR ADDITIONAL DESIGN AND CONSTRUCTION SERVICES ASSOCIATED WITH RECYCLING AND TRASH FACILITY IMPROVEMENTS

WHEREAS, on November 16, 2021, the City Council passed Resolution No. 282-21 approving a Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. for design and bidding services for recycling and trash facility improvements; and

WHEREAS, Amendment No. 1 to the contract with Hawkins-Weir Engineers, Inc. provided for costs associated with construction management services of the Recycling & Trash Collections (RTC) transfer station floor replacement; and

WHEREAS, Amendment No. 2 to the contract with Hawkins-Weir Engineers, Inc. provided for additional design and construction services associated with the Fayetteville Recycling and Trash Collections Division solid waste transfer station metal push wall replacement project; and

WHEREAS, Amendment No. 3 will provide for additional design and construction management services associated with the materials recovery facility and compost pad repairs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign Amendment No. 3 to the engineering services contract with Hawkins-Weir Engineers, Inc. in the amount of $46,620.00 for additional design and construction services associated with recycling and trash facility improvements.

PASSED and APPROVED on July 1, 2025

Approved:

Molly Rawn

Molly Rawn, Mayor

Attest:

Kara Paxton

CITY CLERK / TREASURER CITY OF FAYETTEVILLE ARKANSAS WASHINGTON COUNTY

Kara Paxton, City Clerk Treasurer

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2025-989

MEETING OF JULY 1, 2025

TO: Mayor Rawn and City Council

THRU: Keith Macedo, Chief of Staff

FROM: Peter Nierengarten, Environmental Director

SUBJECT: **Contract amendment #3 in the amount of $46,620 with Hawkins-Weir Engineers Inc. for additional design and construction services associated with the Fayetteville Recycling and Trash Collections Division – materials recovery facility and compost pad repairs**

RECOMMENDATION:

Staff recommends approval of contract amendment #3 in the amount of $46,620 with Hawkins-Weir Engineers Inc. for additional design and construction services associated with the Fayetteville Recycling and Trash Collections Division – materials recovery facility and compost pad repairs.

BACKGROUND:

The City of Fayetteville operates a solid waste transfer station and recycling processing facility located at 1560 S. Happy Hollow Rd. The facilities are used to receive and process solid waste and recyclables that are collected from residents and businesses in Fayetteville. Solid waste is deposited from residential, commercial and roll-off trucks to the transfer station floor where it is pushed and packed into open top transport trucks for hauling to the Waste Management Landfill in Tontitown, AR

Normal wear and tear on the RTC facilities along with growth in the amount of material received over the past several years has necessitated several improvements. In November 2021, the City Council approved a contract with Hawkins-Weir Engineers Inc. for design and bidding services for Recycling & Trash Facility Improvements. Amendment No. 1 provided for costs associated with construction management services of the Recycling & Trash Collections (RTC) transfer station floor replacement. Amendment No. 2 provided for additional design and construction services associated with the Fayetteville Recycling and Trash Collections Division solid - solid waste transfer station metal push wall replacement project.

DISCUSSION:

Hawkins-Weir has completed the design, bidding and construction management for the first phase of Recycling & Trash Facility improvements to the transfer station floor. Construction of the second phase of work on the solid waste transfer station metal push wall replacement project is currently in process.

This contract amendment is for additional design and construction management services associated with the materials recovery facility and compost pad repairs. Specifically, the work includes:

- Design and construction management of structural modifications to the bailer sump
- Design and construction management of structural modifications to the south wall in the materials

recovery facility (MRF)
- Construction management of improvements to the compost facility concrete pad

BUDGET/STAFF IMPACT:
Under Amendment No. 3, the maximum not-to-exceed amount authorized for these services is $46,620. Funding for this work will come from the Recycling and Trash Collections Capital Improvement Fund.

ATTACHMENTS: 3. Staff Review Form, 4. Amendment No. 3

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

File #: 2025-989

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE ENGINEERING SERVICES CONTRACT WITH HAWKINS-WEIR ENGINEERS, INC. IN THE AMOUNT OF $46,620.00 FOR ADDITIONAL DESIGN AND CONSTRUCTION SERVICES ASSOCIATED WITH RECYCLING AND TRASH FACILITY IMPROVEMENTS

WHEREAS, on November 16, 2021, the City Council passed Resolution No. 282-21 approving a Professional Engineering Services Agreement with Hawkins-Weir Engineers, Inc. for design and bidding services for recycling and trash facility improvements; and

WHEREAS, Amendment No. 1 to the contract with Hawkins-Weir Engineers, Inc. provided for costs associated with construction management services of the Recycling & Trash Collections (RTC) transfer station floor replacement; and

WHEREAS, Amendment No. 2 to the contract with Hawkins-Weir Engineers, Inc. provided for additional design and construction services associated with the Fayetteville Recycling and Trash Collections Division solid waste transfer station metal push wall replacement project; and

WHEREAS, Amendment No. 3 will provide for additional design and construction management services associated with the materials recovery facility and compost pad repairs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign Amendment No. 3 to the engineering services contract with Hawkins-Weir Engineers, Inc. in the amount of $46,620.00 for additional design and construction services associated with recycling and trash facility improvements.

City of Fayetteville Staff Review Form

2025-989

Item ID

7/1/2025

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

Peter Nierengarten	6/12/2025	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of contract amendment #3 in the amount of $46,620 with Hawkins-Weir Engineers Inc. for additional design and construction services associated with the Fayetteville Recycling and Trash Collections Division – materials recovery facility and compost pad repairs.

Budget Impact:

5500.750.5080-5860.02	Improvements Solid Waste
Account Number	Fund
18016.2101	RTC Master Plan Expansion
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	1,325,050.00
		Expenses (Actual+Encum)	$	762,224.81
		Available Budget	$	**562,825.19**
Does item have a direct cost?	Yes	Item Cost	$	46,620.00
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	**516,205.19**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 282-21; 220-22; 78-25

Change Order Number: 3

Approval Date:

Original Contract Number:

Comments:

AMENDMENT NO. 3

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 **Fayetteville Transfer Station Improvements (HW Project No. 2021061),** dated November 16, 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. 3.

SECTION 1 – SCOPE OF SERVICES

1.1 Amendment No. 3 is for additional design services associated with the Fayetteville Transfer Station Improvements – Material Recovery Facility (MERF) and Compost Facility (Task H) and construction phase services (Task I) for the Fayetteville Transfer Station Improvements – Material Recovery Facility (MERF) and Compost Facility associated with Owner's Project No. 25-31. Tasks H and I services are detailed in the Engineer's attached Scope of Services dated June 11, 2025.

SECTION 2 – TIME OF SERVICE

2.1 The scope of services as defined above is based on completing the Task H and Task I services within a 60-calendar day construction Contract Time Extension in 2025 for the Owner's Project No. 25-31. 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 Forty-Six Thousand Six Hundred Twenty and 00/100 Dollars ($46,620.00) without written approval of Owner. These additional services adjust the Agreement's not to exceed fee to **$287,680.00** but does not affect the not to exceed reimbursable expenses already established at $54,080.00.

Attachments: Scope of Services dated June 11, 2025
Fee Proposal Summary dated June 11, 2025
2025 Standard Hourly Billing Rate Structure

AUTHORIZATION BY:

CITY OF FAYETTEVILLE, ARKANSAS

By: Molly Rawn
Honorable Molly Rawn, Mayor

Date: July 1, 2025

ACCEPTED BY:

HAWKINS-WEIR ENGINEERS, INC.

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

Date: 06/11/2025

Appendix A
Scope of Services – Amendment No. 3
Fayetteville Transfer Station Improvements
City of Fayetteville, Arkansas
HW Project No. 2021061
June 11, 2025

Hawkins-Weir Engineers, Inc. (HW) proposes to provide the following engineering design services for the Fayetteville Transfer Station Improvements project:

H. Additional Design Services – Material Recovery Facility (MERF) and Compost Facility

1. Meet with the Owner and subsequently with the Contractor regarding additional design and construction scope of services

2. Structural Modifications to the Baler Sump

3. Structural Modifications to the South PEMB Wall in the MERF

4. Administer Proposed Improvements to the Compost Facility (Design by Others)

I. Construction Phase Services – Material Recovery Facility (MERF) and Compost Facility

1. Prepare a Change Order document and solicit a proposal from the Contractor for the Owner's Project No. 25-31

2. Provide periodic observation during construction

3. Prepare, review , and coordinate the dissemination of construction documentation including material submittals, testing results, and field change orders as directed by the Owner

4. Review the Contractor's constructed quantities and prepare monthly pay requests for the Owner's approval

5. Conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contract to address

6. Prepare record drawings of the completed project and provide one (1) reproducible hard copy and one (1) electronic copy for the Owner's archives

Appendix B
Amendment No. 3 Fee Proposal Summary
Fayetteville Transfer Station Improvements
City of Fayetteville, Arkansas
June 11, 2025

Fayetteville Transfer Station Improvements

H. Additional Design Services - Material Recovery Facility (MERF) and Compost Facility Task	Engr VII	Engr VI	Engr IV	Inspector II	CAD III	Doc Proc	Total Hours
1. Meet with the Owner and subsequently with the Contractor regarding additional design and construction scope of services	8					4	12
2. Structural Modifications to the Baler Sump	16				24	4	44
3. Structural Modifications to the South PEMB Wall in the MERF	8				16	4	28
4. Administer Proposed Improvements to the Compost Facility (Design by Others)	8	8				4	20
TOTAL HOURS =	40	8	0	0	40	16	104
SUBTOTAL COST =							$19,000

Fayetteville Transfer Station Improvements

I. Construction Phase Services - Material Recovery Facility (MERF) and Compost Facility Task	Engr VII	Engr VI	Engr IV	Inspector II	CAD III	Doc Proc	Total Hours
1. Prepare a Change Order document and solicit a proposal from the Contractor for the Owner's Project No. 25-31	4					4	8
2. Provide periodic observation during construction	8						168
3. Prepare, review, and coordinate the dissemination of construction documentation including material submittals, testing results, and field change orders as directed by the Owner	4				4	4	12
4. Review the Contractor's constructed quantities and prepare monthly pay requests for the Owner's approval		8				4	12
5. Conduct a final inspection with the Contractor and Owner, and prepare a punch list of deficient construction items for the Contractor to address	2	4		4		4	14
6. Prepare record drawings of the completed project and provide one (1) reproducible hard copy and one (1) electronic copy for the Owner's archives	2	4		4	4		14
TOTAL HOURS =	20	16	0	168	8	16	228
SUBTOTAL COST =							$27,620

(1) Based on a 60-calendar day Contract Time Extension. Periodic construction observation is based on 4-hours per day (Monday through Friday) during the construction of the Material Recovery Facility (MERF) and Compost Facility Improvements

ENGINEERING SERVICES SUMMARY

Fayetteville Transfer Station Improvements

H.	Additional Design Services - Material Recovery Facility (MERF) and Compost Facility	$19,000
I.	Construction Phase Services - Material Recovery Facility (MERF) and Compost Facility	$27,620
	Total Engineering Fee - Not to Exceed =	$46,620

Appendix C

Hawkins-Weir Engineers, Inc.
Hourly Rate Schedule: 2025

Description	Billing Rate/Hour
Engineer VII	$275
Engineer VI	$250
Engineer V	$225
Engineer IV	$200
Engineer III	$175
Engineer II	$150
Engineer I	$125
Environmental Specialist II	$130
Environmental Specialist I	$110
Designer II	$135
Designer I	$100
Civil Eng Assistant II	$90
Civil Eng. Assistant I	$80
CAD/BIM Modeler II	$135
CAD/BIM Modeler I	$100
CAD/GIS Technician III	$120
CAD/GIS Technician II	$95
CAD/GIS Technician I	$75
Construction Manager II	$140
Construction Manager I	$125
Construction Observer IV	$135
Construction Observer III	$115
Construction Observer II	$95
Construction Observer I	$85
Surveyor	$175
GPS Survey	$200
Survey Technician	$50
Business Manager	$100
Graphic Designer	$100
Document Processor	$75

Reimbursable Expenses	
Mileage	$0.77/mile
Printing	@ Cost
Travel	@ Cost
Expert Witness	Rate x 2.0
Other Direct Costs	@ Cost

Notes:

1. Hourly rates may be equitably adjusted
2. Adjustment to rate schedule will not change contract lump sum or NTE amounts
3. If a conflict exists, hourly rates & reimbursable expenses will be invoiced per terms of Agreement.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-187

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Peter Nierengarten, Environmental Director

FROM: Daryl Brigman, Financial Analyst - RTC

SUBJECT: **A resolution to approve an agreement between the City of Fayetteville, Arkansas and Axis Dumpsters to haul and dispose of solid waste in the City of Fayetteville**

RECOMMENDATION:
Staff recommends City Council approval of a resolution with Axis Dumpsters for the hauling and disposal of solid waste in the City of Fayetteville.

BACKGROUND:
City Code 50. 29 - Private Collectors; Contract with City Required
No person, except a duly authorized agent or employee of the city, shall empty garbage or trash receptacles, or convey or transport garbage or trash on the streets or public thoroughfares of the city, without a written contract with the city. (Code 1965, § 10-46; Ord. No. 1194, 4- 6- 59; Code 1991, § 50. 29)

In accordance with this City Code, Axis Dumpsters has submitted a request for a contract to haul solid waste within the city limits of
Fayetteville.

There are currently 23 approved franchise haulers operating in the city of Fayetteville.

DISCUSSION:
The hauling contract will permit Axis Dumpsters to collect and haul Class 1 and Class 4 solid waste using open-top roll-off style containers with capacities of 12 cubic yards or greater, or roll-off style compactors with capacities of 12 cubic yards or greater. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville.

The agreement requires Axis Dumpsters to pay a monthly fee to the City of Fayetteville of 10% of the gross revenue received for providing solid waste hauling services.

The term of the agreement will be 2 years with automatic renewals for 2 additional 2- year terms. Staff proposes approval for Axis Dumpsters to haul and dispose of solid waste within the City of Fayetteville per the terms of the attached agreement.

BUDGET/STAFF IMPACT:

None

ATTACHMENTS: 3. Staff Review Form, 4. Axis Dumpsters Hauler Agreement

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

File #: 2026-187

A RESOLUTION TO APPROVE AN AGREEMENT WITH AXIS DUMPSTERS, LLC FOR THE HAULING AND DISPOSAL OF SOLID WASTE IN THE CITY OF FAYETTEVILLE FOR A PERIOD OF 2 YEARS WITH AUTOMATIC RENEWALS FOR TWO ADDITIONAL 2 YEAR TERMS

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 an agreement with Axis Dumpsters, LLC, a copy of which is attached to this Resolution, for the hauling and disposal of solid waste in the City of Fayetteville for a period of 2 years with automatic renewals for two additional 2 year terms.

City of Fayetteville Staff Review Form

2026-187

Item ID

3/17/2026

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

Daryl Brigman	1/23/2026	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

A resolution to approve an agreement between the City of Fayetteville, Arkansas and Axis Dumpsters to haul and dispose of solid waste in the City of Fayetteville

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:

AGREEMENT TO HAUL AND DISPOSE OF SOLID WASTE IN THE CITY OF FAYETTEVILLE

This Agreement (the "Agreement"), is entered into on this _____ day of _____ 2026, between the **City of Fayetteville, Arkansas,** a municipal corporation (the "City"), and AXIS DUMPSTERS (the "Hauler"), and shall be in full force and effect on the date first written above, City and Hauler agree as follows:

1. The term of this Agreement shall be for two (2) years, with automatic renewals for two (2) additional two (2) year terms, unless otherwise terminated pursuant to the terms hereof. Notice of non-renewal by either City or Hauler shall be given at least thirty days prior to the end of the current term.

2. Hauler agrees that from and after the original date of this Agreement, all customer service Agreements for facilities within the corporate limits of the City, excluding residential areas, entered into before or after the effective date of this Agreement, or renewed shall have terms of no more than one (1) year and any subsequent extensions shall be for terms of no more than one (1) year. No customer service Agreement shall extend the terms of this Agreement.

3. Hauler agrees and understands that it may only collect and haul Class 1 and Class 4 Solid Waste and/or Recyclables using the type equipment commonly referred to as open-top roll-off style containers with capacities of twelve (12) cubic yards or greater, or roll-off style compactor containers with capacities of twelve (12) cubic yards or greater, containing waste generated from industrial, large commercial or construction/demolition activities, or which is classified as Special Waste, Hazardous Waste, grease or any other type Solid Waste which requires special handling or disposal. Hauler shall not collect any Class 1 or Class 4 material in other containers. No unseparated recyclables, with the exception of construction/demolition waste, shall be hauled from any customer within the corporate limits of the City of Fayetteville. All hauled waste and/or recyclables shall be suitably enclosed or covered as to prevent roadside littering.

4. In consideration of the right to provide the hauling of solid waste and/or recyclables described in Item #3 above, Hauler agrees and understands that it shall be required to pay a monthly fee of: ten (10%) percent (the "Solid Waste Fee") of the gross revenue received for providing solid waste hauling services and five (5%) percent (the "Recycling Fee") of the gross revenue received for providing the hauling of recyclables or construction/demolition waste to a permitted construction and demolition waste sorting facility. Any construction/demolition waste that is not hauled to and accepted by a permitted construction and demolition waste sorting facility or any recyclables not accepted by a recycling facility or recycling broker shall be subject to the 10% Solid Waste Fee.

5. Hauler agrees and understands that it shall deliver all Class 1 waste to a properly licensed landfill facility and all Class 4 waste to a properly licensed landfill facility or a properly licensed construction and demolition waste sorting facility. Hauler shall pay all tip fees to the construction and demolition waste sorting facility operator, transfer station fees to the transfer station operator and all landfill fees to the landfill operator, as they may be established and amended, from time to time.

6. Hauler shall pay all fees due hereunder, along with submitting "Attachment A: Solid Waste Documentation", or page 1 of Attachment A in conjunction with an agreed upon vendor generated report, on or before the 15th of each calendar month for the immediately preceding calendar month.

Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) Hauler's worksheet calculating the fees remitted; (ii) a list of payments received from customers within the City; (iii) such list shall clearly indicate whether each payment was from a permanent or temporary customer, and (iv) the fee shall be based upon all activity from each customer account within the City, and shall include the normal billing charges for all free or discounted services (including those for non-profit organizations) including but not limited to delivery, pull charges, disposal charges, transportation charges, final pull charges, and return charges. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, and other customer information ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."

7. Hauler shall pay all fees due hereunder, along with submitting "Attachment B: Recycling Documentation", on or before the 15th of each calendar month for the immediately preceding calendar month. Payments of fees received after the due date shall be assessed a 10% penalty per month. If Hauler fails to pay the fees within forty-five (45) days of the due date, the City may terminate this Agreement upon delivery of one (1) written notice to the Hauler. The supporting information shall be sufficient to demonstrate the accuracy of the fee calculation, and shall include the following information: (i) volumes of recycling collected, in tons, by commodity, with disposition by destination market, for all recycling; (ii) volumes of construction and demolition waste delivered to permitted construction and demolition waste sorting facility and percentage of material recovered. (iii) Hauler's worksheet calculating the fees remitted; (iv) a list of payments received and locations from customers within the City; (v) such list shall clearly indicate whether each payment was from a permanent or temporary customer, and (vi) the fee shall be based upon all activity from each customer account within the City, and shall include the normal billing charges for all free or discounted services (including those for non-profit organizations) including but not limited to delivery, pull charges, disposal charges, transportation charges, final pull charges, and return charges. With payment remittance, the City will review and obtain certain trade secret information, including rates, frequency of service, customer lists, other customer information, and contracts with recyclers and processing mills ("Confidential Information"). The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors."

8. The City shall have the right to conduct an audit of Hauler's customer files and records for all customers located within the City, provided that such audit privilege shall be limited to once per calendar quarter. The audit may be conducted by City staff or by a third-party external auditor chosen by the City. If such audit reveals the Hauler should have paid at least 5% more than reported, the cost of the audit and the discrepancy shall be paid by the Hauler to the City within 30 days of the City providing the audit results to the Hauler. Payments received after the due date shall be assessed a 10% penalty per month. During such audit, the City may review and obtain certain trade secret information, including rates, frequency of service, customer lists, and other customer information ("Confidential Information"). This information shall not be divulged to any third party (not including any third-party external auditor) by the City, its employees, officers, or elected officials without the express written consent of the Hauler, or as otherwise required by law.

The City asserts this information is exempt from disclosure under the Arkansas Freedom of Information Act as the information meets the exemption for records that "if disclosed would give advantage to competitors." Any Confidential Information provided by Hauler to the City or the third-party external auditor will only be reviewed by City financial staff and will not be made available to City solid waste staff.

9. The City will advise Hauler of any request for information which the City, at the City's sole discretion, determines to be non-disclosable or otherwise subject to an exemption from disclosure under the Arkansas Freedom of Information Act. If a court of competent jurisdiction determines that said requested information is disclosable or otherwise is not exempt from disclosure under the Arkansas Freedom of Information Act, the City will comply with said finding and notify Hauler. Discovery requests made to the City during the course of any litigation, or any other subpoena or court order issued to the City for information or records related to Hauler and this Agreement, shall be promptly made known to Hauler.

10. Hauler agrees and understands that it shall submit to the City by June 30th on an annual basis: (i) a list of all commercial vehicles used to provide services in the City; (ii) proof of appropriate vehicle registration; (iii) and proof of the insurance required in the Agreement.

11. Hauler agrees and understands that it shall provide by June 30th on an annual basis: (i) a list of vehicle operators collecting and hauling waste in the City of Fayetteville; (ii) proof of their valid and appropriate commercial drivers' licenses; (iii) and the provision, maintenance, and implementation of a plan to ensure that the vehicle operators maintain their commercial driver's licenses in accordance with applicable federal and state laws.

12. Hauler agrees that it shall provide by June 30th on an annual basis copies of valid and current hauling and disposal permits from the Arkansas Department of Environmental Quality, the Solid Waste District with jurisdiction, and any local permitting agency.

13. Hauler agrees that it shall comply with all federal, state and local laws applicable to the safety, environmental and transportation matters related to providing solid waste collection services under this Agreement. Hauler agrees that all open-top roll-off style containers will be properly covered during transit on streets and highways within Fayetteville.

14. The City reserves the right to inspect all vehicles and containers to ensure that the vehicles are safe and well-maintained and that all containers are well-maintained and water tight, if necessary.

15. If Hauler utilizes the City's transfer station, Hauler agrees and understands that it shall be required to establish an individual credit or service relationship with the City of Fayetteville transfer station operator. Hauler agrees that it shall comply with all practices, policies and procedures as established by the transfer station operator from time to time. Any tipping fee deposits required by the transfer station or landfill operators shall be refunded, less any unpaid tipping fees, when the Hauler ceases hauling activities governed by this Agreement.

16. This Agreement has been entered into freely and voluntarily by Hauler which agrees to abide by all of the terms and conditions as a matter of contractual obligation pursuant to applicable City ordinances. This is a contractual Agreement and is not intended to be part of or relate in any way to any license or ordinance created pursuant to A.C.A. §26-77-102.

17. Neither this Agreement, nor any rights or obligations hereunder may be assigned or transferred to any third part or affiliate.

18. For the purpose of this contract, the Point of Contact for the City of Fayetteville shall be the City's Environmental Director. The Point of Contact for the Hauler shall be PAUL SPITZ. Communications pertaining to day-to-day aspects of this contract shall be through these individuals. Either party may change its designated Point of Contact upon ten (10) days prior written notice to the other party.

19. Hauler agrees to protect, indemnify, defend and save harmless the City, its officials, officers, employees, agents, subcontractors, representatives and assigns from any loss, claim, liability, penalty, fine, forfeiture, demand cause of action, suit and costs and expenses incidental thereto (including costs of defense, settlement and reasonable attorneys' fees), to the extent caused by (i) Hauler's breach of any term, condition, covenant or warranty contained in this Agreement, or (ii) Hauler's negligent act or omission or willful misconduct related to the delivery of waste to the City transfer station or a properly licensed landfill facility.

20. Insurance: Hauler shall maintain the following insurance coverage during the term of this Agreement:

a) Hauler shall provide and maintain, during the term of this Agreement, comprehensive general liability insurance, to protect against all claims arising out of the performance of its services hereunder that result in bodily injury, death or property damage. The policy or policies shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City sixty (60) days notice in writing.

b) Upon written request, Hauler shall furnish the City with evidence that the insurance required of it is in force.

c) City will be added as an additional insured on General Liability and Auto Liability policies.

d) The types of coverage and limits of liability of all insurance required herein shall be a follows:

COVERAGE	LIMITS OF LIABILITY
Worker's Compensation	Statutory
Employer's Liability	$500,000
Bodily Injury Liability except Automobile	$1,000,000 each occurrence
Property Damage Liability Except Automobile	$1,000,000 each aggregate
Automobile Bodily Injury	$1,000,000 each person
Comprehensive General Liability	$1,000,000 each occurrence
Automobile Property Damage Liability	$1,000,000 each occurrence
Excess Umbrella Liability	$1,000,000 each occurrence

21. Termination:

a) Except as otherwise provided herein, if Hauler breaches this Agreement or defaults in the performance of any of the requirement or conditions contained herein, and such breach continues for fifteen (15) days after the City has given the Hauler written notice of such breach or default, the City may: (i) terminate this Agreement no sooner than thirty (30) days after the date of written notice of such breach or default; (ii) cure the breach or default at the expense of the Hauler; and/or (iii) exercise any right or remedy to which it may be entitled by law.

b) The City may terminate this Agreement upon written notice to the Hauler if the Hauler makes an assignment for the benefit of creditors, or files a voluntary petition in bankruptcy, receivership or insolvency, or files an answer in any involuntary proceeding of that nature admitting the material allegations of the petition, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted and such proceeding is not dismissed within sixty (60) days.

c) In the event that this Agreement is terminated for any reason, any amounts payable to the City by Hauler for services rendered for any reason whatsoever shall become immediately due and payable as of the date of such termination.

22. All notices required or permitted under this contract shall be submitted in writing to the other party of this contract by electronic mail, return receipt requested, and by U.S. Mail, which notice shall be effective three (3) days after deposit therein addressed to the following:

City of Fayetteville
Environmental Director
113 West Mountain Street
Fayetteville, AR 72701

AXIS DUMPSTERS
Attn: PAUL SPITZ
P.O. BOX 680
ROGERSVILLE, MO. 65742

23. Hauler agrees and understands that this Agreement and documents submitted to the City pursuant hereto are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville requesting such non-exempt documents, such non-exempt documents shall be provided in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (Ark. Code Ann. § 25-19-101 et seq.). Only legally authorized photocopying costs may be assessed for this compliance.

24. This Agreement shall be interpreted according to and enforced under the laws of the State of Arkansas. Capitalized terms herein shall have the same meaning as set forth in ADEQ Reg. No. 22.

25. A waiver by either party of any of the terms or conditions herein shall be limited to that particular instance, and shall not be construed as a general waiver of either party's right to seek appropriate remedies for any other breaches by either party.

26. Each paragraph of the Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.

27. This contract constitutes the entire understanding of the parties and no Notification or variation of the terms of this contract shall be valid unless made in writing and signed by the duly authorized agents of the City of Fayetteville and the Hauler.

28. Each of the undersigned warrants that he or she has the full right, power, and authority to execute this contract on behalf of the party indicated for the purposes herein contained.

29. To the extent a definition or a specific term is not provided herein but is nonetheless required by the context, it is the intention of the parties to incorporate herein the definitions contained in applicable law and regulation in effect as the date hereof, except to the extent subsequent law or regulation shall expressly or implicitly mandate a revised definition.

30. The obligations of the parties to this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement, shall survive the termination (for any reason), cancellation or expiration of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands on the date first written above.

CITY OF FAYETTEVILLE

By: _____
MOLLY RAWN, Mayor

AXIS DUMPSTERS

By: Paul B Spitz
NAME, Title
PAUL SPITZ, REGIONAL MANAGER

ATTEST:

By: _____
KARA PAXTON, City Clerk/Treasurer

WITNESS:

By: C Arnold
CAROL ARNOLD, VP OF SALES

AXISDUM-01

CCARR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2025

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

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

PRODUCER Pillar Insurance, LLC 1615-B South Ingram Mill Rd Springfield, MO 65804	CONTACT NAME: Cindy Carr PHONE (A/C, No, Ext): (417) 633-7577 FAX (A/C, No): (417) 633-7576 E-MAIL ADDRESS: ccarr@pillar-insurance.com
INSURED Axis Dumpsters LLC 5916 E Farm Road 170 Rogerville, MO 65742	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Stonetrust Commercial Insurance Company — 11042 INSURER B : INSURER C : INSURER D : 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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WCV0046968-2025A	10/5/2025	10/5/2026	X 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

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

CERTIFICATE HOLDER	CANCELLATION
For Information Purposes	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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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-479

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Peter Nierengarten, Environmental Director

SUBJECT: **Contract with Metals Treatment Technologies, LLC for remediation of lead contamination at the old Fayetteville Police Shooting Range**

RECOMMENDATION:
Staff recommends approval of a contract with Metals Treatment Technologies, LLC in the amount of $180,719.35, plus a 25% contingency in the amount of $45,179.84, for remediation of lead contamination at the old Police Shooting Range, pursuant to Bid 25-57.

BACKGROUND:
Prior to the recent opening of their new headquarters, the Fayetteville Police Department had been using an outdoor shooting range located behind the Fayetteville Recycling and Trash Collections facility for many years. In 2017 soil lead testing was completed and contamination was identified in an earthen embankment that was used as the back stop at the shooting range. The West Fork of the White River is located approximately 200 ft beyond the back stop. In 2023 the Fayetteville Police Department discontinued use of this shooting range when they relocated to their new headquarters. The Fayetteville Recycling and Trash Collections Division seeks to remediate the site so that it can be used as part of their compost and storage facilities.

DISCUSSION:
In 2024, Olsson Engineering was selected for the design of remediation work at the old Police Department shooting range as part of RFQ 23-01. In January 2026, the City's Procurement Division opened the bidding process for this lead remediation work and Metals Treatment Technologies, LLC was selected as the lowest responsible bidder.

The project will implement U.S. EPA Best Management Practices (BMPs) for lead management at outdoor shooting ranges, in coordination with guidance from the National Rifle Association and National Shooting Sports Foundation. Work will include development of a project-specific workplan, erosion and dust control measures, and a Health and Safety Plan, along with securing all required permits and regulatory notifications. Site preparation will involve mobilization, clearing and grubbing as needed, installation of stormwater controls, and ongoing dust management to meet Arkansas and EPA air quality standards. Excavation and processing will include removal of impacted soils and degraded asphalt from the backstop berm and range floor, followed by mechanical separation of lead bullets and fragments using dual-stage screening and density separation equipment.

Recovered lead will be recycled at a licensed facility, with proceeds split evenly between the contractor and the City. Processed soils and asphalt will be treated with lead-stabilizing compounds as needed, tested to ensure compliance with EPA non-hazardous standards, and reused on-site for future grading projects, with no off-site

disposal of materials other than recycled lead. The contractor will provide full demobilization and prepare a final summary report documenting volumes processed, lead recovered, recycling certificates, and laboratory testing results. All work shall comply with applicable federal and state regulations, including OSHA safety standards, and the contractor shall provide all labor, equipment, materials, and associated project costs. Post clean up documentation will include final soil lead testing results and certification that the site is ready for repurposing.

BUDGET/STAFF IMPACT:
The cost of the remediation work is $180,719.35, with a 25% contingency amount of $45,179.84. The project is being funded using a Sales Tax Capital CIP for this project.

ATTACHMENTS: 3. Staff Review Form, 4. Contract - MT2 Signed, 5. Appendix A - Bid Tab - Final, 6. Appendix B - City Issued Bid, 7. Appendix C - Submittal - Metals Treatment Technologies, LLC - E

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

File #: 2026-479

A RESOLUTION TO AWARD BID 25-57 AND APPROVE A CONTRACT WITH METALS TREATMENT TECHNOLOGIES, LLC FOR REMEDIATION OF LEAD CONTAMINATION AT THE OLD POLICE SHOOTING RANGE IN THE AMOUNT OF $180,719.35, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF $45,179.84

WHEREAS, prior to the opening of the new headquarters, the Fayetteville Police Department used an outdoor shooting range located behind the Fayetteville Recycling and Trash Collections facility for many years; and

WHEREAS, in 2017 soil lead testing was completed and contamination was identified in an earthen embankment that was used as the back stop at the shooting range, approximately 200 feet from the West Fork of the White River; and

WHEREAS, in 2023 the Fayetteville Police Department discontinued use of this shooting range and the Fayetteville Recycling and Trash Collections Division seeks to remediate the site so that it can be used as part of its compost and storage facilities.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid 25-57 and authorizes a contract with Metals Treatment Technologies, LLC for remediation of lead contamination at the old Police Shooting Range in the amount of $180,719.35, and further authorizes a project contingency in the amount of $45,179.84.

City of Fayetteville Staff Review Form

2026-479

Item ID

3/17/2026

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

Peter Nierengarten	2/23/2026	RECYCLING/TRASH COLLECTION (750)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a contract with Metals Treatment Technologies, LLC in the amount of $180,719.35, plus a 25% contingency in the amount of $45,179.84, for remediation of lead contamination at the old Police Shooting Range

Budget Impact:

4470.090.8900-5314.00	Sales Tax Capial Improvements
Account Number	Fund
24004.1	Old PD Firing Range - Decommission
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	344,032.00
		Expenses (Actual+Encum)	$	34,751.70
		Available Budget	**$**	**309,280.30**
Does item have a direct cost?	Yes	Item Cost	$	225,889.19
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	**$**	**83,391.11**

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 218-24

Change Order Number:

Approval Date: 9/3/2024

Original Contract Number:

Comments:

THIS AGREEMENT is made this _____ day of _____, 2026, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and Metals Treatment Technologies, LLC (Contractor or MT2).

CITY OF FAYETTEVILLE from time to time requires professional construction services in connection with construction projects. Therefore, CITY OF FAYETTEVILLE and MT2, in consideration of their mutual covenants, agree as follows:

Work performed by MT2 shall be performed under valid, active, current license with the Arkansas Contractor's Licensing Board. MT2 shall follow all federal, state, and local laws at all times.

1. Contracted parties and relationship:
    a. This agreement shall be binding between all parties. Fees shall be provided as identified in appendices.
        i. MT2's Tax identification number (TIN) ending in 3446
        ii. MT2's Arkansas Contractor License No. 0478900426
        iii. MT2's Secretary of State Filing No. 811211648

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall 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.
    a. Appendices included under this agreement include the following:
        i. Appendix A: Bid Tabulation
        ii. Appendix B: Bid package identified as Bid 25-57, Construction – Old Shooting Range Remediation with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings, and issued addenda.
        iii. Appendix C: MT2's bid submittal
        iv. Appendix D: MT2's Certificate of Insurance
        v. Appendix E: MT2's 100% Performance and Payment Bonds
            1. Appendix D and E shall be submitted to the City within the timeframe identified in the bid documents or 10 (ten) calendar days.
    b. This agreement may be modified only by a duly executed written instrument signed by the CITY and MT2.
    c. ORDER OF PRECEDENCE: In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) MT2's Proposal (d) City's published bid and associated Addenda.

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: 113 W. Mountain Street, Fayetteville, AR 72701

b. Contractor: Metals Treatment Technologies, LLC, 14045 W. 66th Avenue, Arvada, CO 80004

4. General Provisions:

a. ETHICS: All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Sub subcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.

b. Workmanship: The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.

c. MATERIALS FURNISHED BY OWNER OR OTHERS: If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of the Contractor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the Contractor shall be the responsibility of Contractor and may be deducted from any amounts due or to become due. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from Contractor of defects, City and Design Professional shall promptly inform the City what action, if any, Contractor shall take with regard to the defects.

d. WORKSITE VISIT: Contractor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.

e. Contractor shall perform all duties and responsibilities necessary to coordinate the various parts of the Work and to prepare its Work for the work of City or Others.

    i. Cutting, patching, or altering the work of City or Others shall be done with the prior written approval of City and Design Professional. Such approval shall not be unreasonably withheld.

f. COMPLIANCE WITH LAWS: Contractor shall comply with all the Law at its own cost. Contractor shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by Contractor its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.

g. COST OF CORRECTING DAMAGED OR DESTROYED WORK: With regard to damage or loss attributable to the acts or omissions of City or Others and not to Contractor, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If Contractor incurs costs or is delayed due to such loss or damage, Contractor may seek an equitable adjustment in the Cost of the Work, Date of Substantial Completion or Date of Final Completion. Any equitable adjustment shall be approved by all parties.

h. Taxes and Permits: Contractor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Contractor shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.

    i. Contractor shall pay applicable taxes and permit fees associated with the entire project.

i. DISCOUNTS: All discounts for prompt payment shall accrue to City. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City after final payment.

j. City may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Contractor shall not unreasonably withhold consent to partial occupancy or use.

k. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.

l. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.

m. Where figures are given, they shall be preferred to scaled dimensions.

n. The drawings and specifications are complementary. If Work is shown only on one but not on the other, Contractor shall perform the Work as though fully described on both. Contractor shall seek clarification from the City or the City's third-party Design Professional for any discrepancies.

o. In case of conflicts between the drawings and specifications, the specifications shall govern unless otherwise stated in the bidding documents. In any case of omissions or errors in figures, drawings, or specifications, Contractor shall immediately submit the matter to City and Design Professional for clarification. The City's clarifications are final and binding, which may include third-party Design Professional content.

p. DEBARMENT AND SUSPENSION**:** By execution of this agreement, Contractor certifies that to the best of its knowledge and belief that the Contractor and its principals:

    i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

    ii. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    iii. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

    iv. (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

    v. Contractor understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of $50,000.

    vi. Certifications for subcontracts or sub subcontracts executed under this agreement shall include all language in this section.

5. Definitions:

a. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.

b. “Business Day” means all Days, except weekends and official federal or state holidays where the Project is located.

c. A “Change Order” is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, and Date of Substantial Completion or Date of Final Completion.

d. “Contract Time” is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.

e. “Cost of the Work” means the total costs and discounts charged to the City.

f. The “Contractor” is the person or entity identified in this contract and includes Contractor's Representative.

g. “Day” means a calendar day unless otherwise specified.

h. “Defective Work” is any portion of the Work that that does not conform with the requirements of the Contract Documents.

i. “Design Professional” means the licensed architect retained by the City and its subconsultants, to perform design services for the Project.

j. “Final Completion” occurs on the date when Contractor’s obligations under this Agreement are complete and accepted by City and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.

k. “Hazardous Material” is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

l. “Interim Directive” is a written order containing change to the Work directed by and in consultation with City and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.

m. “Law” means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Contractor must comply that are enacted as of the Agreement date.

n. “Others” means City’s other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, sub subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.

o. “Overhead” means (a) payroll costs, burden, and other compensation of Contractor’s employees in Contractor’s principal and branch offices for work associated with this project.

p. “Owner” is the City of Fayetteville, Arkansas (City).

q. The “Owner's Program” is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.

r. The “Parties” are collectively City and Contractor.

s. The “Project,” is the building, facility, or other improvements for which Contractor is to perform Work under this Agreement. It may also include construction by Owner or Others.

t. The "Schedule of the Work" is the document prepared by Contractor that specifies the dates on which Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City.

u. "Subcontractor" is a person or entity retained by Contractor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.

v. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that City may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.

w. A "Sub subcontractor" is a person or entity who has an agreement with a Subcontractor or another sub subcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.

x. A "Supplier" is a person or entity retained by Contractor to provide material or equipment for the Work.

y. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.

z. "Work" means the construction services necessary or incidental to fulfill Contractor's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.

aa. "Worksite" means the area of the Project where the Work is to be performed.

bb. "Bi-monthly basis" means every fourteen to sixteen calendar days.

6. Contract Document Review and Administration

a. Before commencing the Work, Contractor shall examine and compare the drawings and specifications with information furnished by the City and Design Professional that are considered Contract Documents, relevant field measurements made by Contractor, and any visible conditions at the Worksite affecting the Work.

b. Should Contractor discover any errors, omissions, or inconsistencies in the Contract Documents, Contractor shall promptly report them to the City and Design Professional. Following receipt of written notice from Contractor of defects, City shall promptly inform Contractor what action, if any, Contractor shall take with regard to the defect.

c. Nothing in this section shall relieve Contractor of responsibility for its own errors, inconsistencies, or omissions.

d. COST REPORTING: Contractor shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Contractor shall maintain a complete set of all books and records prepared or used by Contractor with respect to the Project. City shall be afforded access to all of Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Contractor shall preserve all such records for a period of three years after the final payment or longer where required by Law.

7. Warranty

a. Contractor warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At City or Design Professional request, Contractor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Contractor further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Contractor's warranty does not include remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the City or others, or abuse. Contractor's warranty shall commence on the Date of Final Completion of the Project.

b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

c. Contractor shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Contractor's liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period Contractor shall provide full and comprehensive assistance to the City in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.

d. Correction of Work:

i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, City shall promptly notify Contractor in writing. Unless City provides written acceptance of the condition, Contractor shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City discovers and does not promptly notify Contractor or give Contractor an opportunity to test or correct Defective Work as reasonably requested by Contractor, City waives Contractor's obligation to correct that Defective Work as well as City's right to claim a breach of the warranty with respect to that Defective Work.

ii. If Contractor fails to correct Defective Work within a reasonable time after receipt of written notice from City before final payment, City may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Contractor. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to City.

iii. Contractor's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, City discovers any Work which City considers Defective Work, City shall, unless the Defective Work requires emergency correction, promptly notify Contractor and allow Contractor an opportunity to correct the Work if Contractor elects to do so. If Contractor elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City and shall complete the correction of Work within a mutually agreed timeframe. If Contractor does not elect to correct the Work, City may have the Work corrected by itself or Others, and, if City intends to seek

recovery of those costs from Contractor, City shall promptly provide Contractor with an accounting of the actual correction costs.

iv. If Contractor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Contractor shall be responsible for the cost of correcting the destroyed or damaged property.

v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Contractor's other obligations under the Contract Documents.

vi. Before final payment, at City option and with Contractor's agreement, City may elect to accept Defective Work rather than require its removal and correction. In such cases the contract shall be equitably adjusted for any diminution in the value, as determined by City, of the Project caused by such Defective Work via formal written change order.

8. Safety of Persons and Property

a. SAFETY PROGRAMS: Contractor holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Contractor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.

b. CONTRACTOR'S SAFETY REPRESENTATIVE: Contractor shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Contractor in writing to City, Contractor's project superintendent shall serve as its safety representative. Contractor shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Contractor is required to file an accident report with a public authority, Contractor shall furnish a copy of the report to City.

c. Contractor shall provide City with copies of all notices required of Contractor by the Law. Contractor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.

i. Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Contractor, or anyone for whose acts Contractor may be liable, shall be promptly remedied by Contractor.

d. If City deems any part of the Work or Worksite unsafe, City, without assuming responsibility for Contractor's safety program, may require Contractor to stop performance of the Work, take corrective measures satisfactory to City. If Contractor does not adopt corrective measures, City may perform them and deduct their cost from the GMP. Contractor agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Contractor's compliance with City's reasonable request.

9. Subcontracts:

a. BINDING OF SUBCONTRACTORS AND SUPPLIERS: Contractor agrees to bind every Subcontractor and Supplier and require every Subcontractor to so bind its subcontractors and significant supplier, to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

b. Contractor agrees not to subcontract Contractor at risk related services without prior written consent from the City.

c. If the City deems any subcontractor or subcontractor's work as unacceptable, the Contractor shall solicit a different subcontractor (with City's approval) to perform the work assigned.

10. Fees, Expenses, and Payments:

a. MT2, at its own cost and expense, shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 25-57 as stated in MT2's bid response, and in accordance with specifications attached hereto and made a part hereof under Bid 25-57, all included herein as if spelled out word for word.

b. This turn-key project providing labor and materials shall be provided to the City for a not to exceed fee of $180,719.35 US Dollars.

c. The City of Fayetteville shall pay MT2 for completion of the project based on a percentage of work completed. At no point shall payment exceed the percentage of work completed, as determined by the City.

d. Payments will be made after approval and acceptance of work and submission of invoice Payments will be made approximately 30 days after approval of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources. The City of Fayetteville does not agree to any interest or penalty for "untimely" payments.

e. The City reserves the right to withhold five percent (5%) retainage from all payments until project is completed in full.

f. Not to exceed pricing shall include but not be limited to:

i. Labor wages directly employed by Contractor in performing of the Work.

ii. Salaries of Contractor's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.

iii. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Contractor's standard personnel policy, insofar as such costs are paid to employees of Contractor who are included in the Cost of the Work.

iv. Transportation, travel, hotel, and moving expenses of Contractor's personnel incurred in connection with the Work.

v. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City, transportation, storage, and handling.

vi. Payments made by Contractor to Subcontractors for work performed under this Agreement.

vii. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Contractor.

viii. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Contractor or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.

ix. Cost of the premiums for all insurance and surety, performance or payment bonds which Contractor is required to procure or deems necessary and approved by City.

x. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Contractor is liable.

xi. Permits, taxes, fees, licenses, tests, royalties.

xii. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.

xiii. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office and site.

xiv. Water, power, and fuel costs necessary for the Work.

xv. Cost of removal of all nonhazardous substances, debris, and waste materials.

xvi. Costs incurred due to an emergency affecting the safety of persons or property.

xvii. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Contractor's Fee, which are reasonably inferable from the Contract Documents.

g. STORED MATERIALS AND EQUIPMENT: Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Contractor of bills of sale and proof of required insurance, or such other documentation satisfactory to City to establish the proper valuation of the stored materials and equipment, City's title to such materials and equipment, and to otherwise protect City's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.

h. 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, MT2 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 MT2 to be set forth therein.

i. 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 MT2 or sureties under this Agreement.

11. Project Bonding - Performance and payment bonding: After execution of this contract by all parties, MT2 shall provide 100% separate performance and payment bonds (inclusive of any approved contingency) from a bonding company, licensed to do business in the state of Arkansas. Bonds shall be provided within ten (10) calendar days after this contract has been executed by all parties.

a. All bonds shall be listed with the U.S. Treasury Department listing of approved surety's (T-List) and shall be rated A+ minimum by A. M. Best.

12. Time:

a. SUBSTANTIAL and FINAL COMPLETION: Date of Substantial Completion and the Date of Final Completion shall be established in the contract documents as a hard not-to-exceed date. If such dates are not established upon the execution of this Agreement, a Date of Substantial Completion and Date of Final Completion of the Work shall be established via Change Order.

b. Time is of the essence with regard to the obligations of the Contract Documents.

c. Unless instructed by City in writing, Contractor shall not knowingly commence the Work before the effective date of Contractor's required insurance and bonds and formal written and signed Purchase Order issued by the City of Fayetteville Procurement Division.

d. Schedule of Work: Before submitting its first application for payment, Contractor shall submit to City and, if directed, Design Professional, a Schedule of the Work showing the dates on which Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City. Except as otherwise directed by City, Contractor shall comply with the approved Schedule of the Work or Contractor.

    i. City may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City may require Contractor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City or Others. If Contractor consequently incurs costs or is delayed, the Dates of Substantial or Final Completion, or both, Contractor may seek equitable adjustment.

e. NOTICE OF DELAY CLAIMS: If Contractor requests an equitable extension of the Contract Time or an equitable adjustment contract as a result of a delay described, Contractor shall give City written notice of the claim. If Contractor causes delay in the completion of the Work, City shall be entitled to recover its additional costs.

13. Substantial Completion:

a. The Work shall be Substantially Completed within 60 calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.

b. Contractor shall notify City and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City without excessive interference in completing any remaining unfinished Work. If City determines the Work or designated portion has not reached Substantial Completion, City, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City may occupy or use the Work or designated portion for its intended use. Contractor shall promptly and accurately complete all items on the list.

c. When Substantial Completion of the Work or a designated portion is achieved, Contractor shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Contractor to City and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.

d. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.

e. Upon City's written acceptance of the Certificate of Substantial Completion, City shall pay to Contractor the remaining retainage held by City for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by Contractor in a mutually agreed upon timeframe.

14. Final Completion:

a. The Work shall be completed and ready for final payment in accordance with the GENERAL CONDITIONS within 90 calendar days after the date when the Contract Times commence to run.

b. Upon notification from Contractor that the Work is complete and ready for final inspection and acceptance, City, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

c. When the Work is complete, Contractor shall prepare for City's written acceptance a final application for payment stating that to the best of Contractor knowledge, and based on City's inspections, the Work has reached Final Completion in accordance with the Contract Documents.

d. Final payment shall be made to Contractor within thirty (30) Days after Contractor has submitted an application for final payment, pending the application has been approved by the City, including submissions required, and a Certificate of Final Completion has been executed by all Parties.

e. Final payment shall be due on Contractor's submission of the following to the City:

i. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City property;

ii. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;

iii. release of any liens, conditioned on final payment being received;

iv. consent of any surety; and

v. any outstanding known and unreported accidents or injuries experienced by Contractor or its Subcontractors at the Worksite.

f. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Contractor. If approved by City, they shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Contractor shall submit to City and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.

g. ACCEPTANCE OF FINAL PAYMENT: Unless Contractor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.

h. MT2 shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and before work begins on the project. The Contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:

i. '*According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (____name of surety____).*'

ii. MT2 shall have each subcontractor, sub-subcontractor and material supplier execute a written receipt evidencing acknowledgment of this statement prior to commencement of the work of the subcontractor or material supplier.

15. Liquidated Damages: Contractor accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of $250.00 USD for each consecutive calendar day thereafter will be assessed.

16. 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.

17. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

18. Venue: Venue for all legal disputes shall be Washington County, Arkansas.

19. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing 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 shall 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.

20. 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.

21. Digital Accessibility Requirements: If applicable, Contractor

22. Insurance:

a. Before starting the Work and as a condition precedent to payment, Contractor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. Contractor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer.

b. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.

c. Contractor shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Contractor fails to obtain or maintain any insurance coverage required under this Agreement, City may purchase such coverage and charge the expense to Contractor or terminate this Agreement.

d. To the extent commercially available to Contractor from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City written notice transmitted in paper and electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Contractor shall furnish City with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be

immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Contractor shall give City prompt written notice upon actual or constructive knowledge of such condition.

e. Certificates of Insurance shall list the City as Additional Insured Parties.

f. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.

g. ADDITIONAL GENERAL LIABILITY COVERAGE: City shall require Contractor to purchase and maintain additional liability coverage. Contractor shall provide:

    i. Additional Insured. City shall be named as an additional insured on Contractor's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Contractor, or those acting on Contractor's behalf, in the performance of Contractor's work for Owner at the Worksite. The insurance of the Contractor and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

    ii. OCP. Contractor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.

h. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by Contractor. Before commencing the Work, Contractor shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City has been named as an additional insured, as applicable.

    i. ROYALTIES, PATENTS, AND COPYRIGHTS: Contractor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Contractor and incorporated in the Work. Contractor shall defend, indemnify, and hold City harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.

i. PROFESSIONAL LIABILITY INSURANCE: To the extent Contractor is required to procure design services, Contractor shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to City, including coverage for all professional liability caused by any consultants to Contractor's design professional, written for not less than one million US dollars ($1,000,000) per claim and in the aggregate. Contractor's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Constructor's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

23. Professional Responsibility: MT2 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 MT2 any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so MT2 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 MT2.

24. Responsibility of the City of Fayetteville

a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of MT2:

i. Provide full information as to the requirements for the Project.

ii. Assist MT2 by placing at MT2's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.

iii. Assist MT2 in obtaining access to property reasonably necessary for MT2 to perform its services.

iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by MT2 and render in writing decisions pertaining thereto.

v. Review all documents and provide written comments to MT2 in a timely manner.

vi. The City of Fayetteville Sustainability Director is the project representatives with respect to the services to be performed under this Agreement. The Sustainability Director Representative 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.

25. Cost Opinions and Projections: Cost opinions and projections prepared by MT2 relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on MT2 experience, qualifications, and judgment as a MT2 professional.

26. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

a. 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. MT2 shall 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.

27. 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 MT2 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 MT2 at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of MT2's default.

d. If termination for default is affected by MT2, 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 MT2 for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by MT2 relating to commitments which had become firm prior to the termination.

e. Upon receipt of a termination action under Paragraphs above, MT2 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 MT2 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 MT2 to fulfill contractual obligations, it is determined that MT2 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.

28. Delays

a. In the event the services of MT2 are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond MT2's reasonable control, MT2 shall be entitled to additional compensation and time for reasonable documented costs incurred by MT2 in temporarily closing down or delaying the Project.

b. In the event the services are suspended or delayed by MT2, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

29. Rights and Benefits: MT2's services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

30. Dispute Resolution

a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and MT2 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 MT2 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 MT2 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 MT2 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 MT2, and the Mayor of CITY OF FAYETTEVILLE or his or her 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.

31. Sufficient Funds: The CITY represents to have sufficient funds or the means of obtaining funds to remit payment to MT2 for services rendered by MT2. All parties agree if funding should become insufficient to complete the project, MT2 shall be notified in a timely manner.

32. Indemnification: The CITY requires MT2 to indemnify, defend and hold harmless the CITY OF FAYETTEVILLE for any loss caused by negligence and 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 MT2, or their employees, agents, Subcontractors, sub consultant and Suppliers of the MT2.

33. Publications: Recognizing the importance of professional services on the part of MT2's employees and the importance of MT2's public relations, MT2 may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to MT2'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 MT2, 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 MT2's activities pertaining to any such publication shall be for MT2's account.

34. 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. MT2 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 MT2 as part of the Services shall become the property of CITY OF FAYETTEVILLE when MT2 has been compensated for all Services rendered, provided, however, that Contractor shall have the unrestricted right to their use. MT2 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 MT2.

c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. MT2 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.

35. Additional Responsibilities of MT2:

a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve MT2 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. MT2 shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by MT2's negligent performance, except beyond the MT2's 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. MT2's obligations under this clause are in addition to Contractor'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 MT2 for faulty materials, equipment, or work.

36. Audit and Access to Records:

a. MT2 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. MT2 shall also maintain the financial information and data used by MT2 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. MT2 will provide proper facilities for such access and inspection.

c. 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.

d. 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 MT2;

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

      3. If the sub agreement is terminated for default or for convenience.

37. **Covenant Against Contingent Fees: MT2** 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 continent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by **MT2** 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.

38. **Gratuities:**

    a. If CITY OF FAYETTEVILLE finds after a notice and hearing that **MT2** or any of **MT2** 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 **MT2** 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 **MT2** as it could pursue in the event of a breach of the Agreement by **MT2**. 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 **MT2** incurs in providing any such gratuities to any such officer or employee.

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

CITY OF FAYETTEVILLE, ARKANSAS	METALS TREATMENT TECHNOLOGIES, LLC
By:_____	By:_____
Molly A. Rawn, Mayor	Ty Hendrickson, President
ATTEST:	
By:_____	
Kara Paxton, City Clerk - Treasurer	
Date Signed: _____	Date Signed: 2/2/2026

CITY OF FAYETTEVILLE ARKANSAS

BID TABULATION

Bid 25-57, Construction - Old Shooting Range Remediation

DEADLINE: Thursday, January 15, 2026 at 2:00 PM

Certification of Funds: $300,000.00 *($375,000 maximum allowed)*

				Metals Treatment Technologies, LLC		SEMS, Inc.		Snyder Environmental & Construction, LLC.	
		Total		$180,719.35		$230,000.01		$979,566.71	
Line #	**Description**	**QTY**	**UOM**	**Unit**	**Extended**	**Unit**	**Extended**	**Unit**	**Extended**
1	Excavate and Process Lead Containing Materials (Solis in the backstop berm and beneath the shooting range floor)	650	CY	**$209.88**	$136,422.00	$290.00	$188,500.00	$1,199.94	$779,961.00
2	Excavate and Process Lead Containing Materials (Degraded asphalt from shooting range floor)	125	CY	$309.78	$38,722.50	**$180.00**	$22,500.00	$1,257.42	$157,177.50
3	Recycle Recovered Lead (estimated 30,000lbs)	1	LS	-$7,500.00	-$7,500.00	$0.01	$0.01	**-$9,750.00**	-$9,750.00
4	Mobilization	1	LS	**$8,500.00**	$8,500.00	$10,550.00	$10,550.00	$41,487.20	$41,487.20
5	Bonds and Insurance	1	LS	**$4,574.85**	$4,574.85	$8,450.00	$8,450.00	$10,691.01	$10,691.01

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

Trevel Young

Trevel Young, Procurement Agent

Kenny Fitch

Kenny Fitch, Sr Procurement Agent

City of Fayetteville, Arkansas
Procurement Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

Bid 25-57, Construction – Old Shooting Range Remediation

DEADLINE: Thursday, January 15, 2026 before 2:00 PM, Local Time
PRE-BID MEETING: Tuesday, January 06, 2026 at 11:00 AM
SR. PROCUREMENT AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov
DATE OF ISSUE & ADVERTISEMENT: 12/21/2025 & 12/28/2025

No late bids shall 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 Procurement Division. Submitting through the City's electronic bidding platform is strongly encouraged. 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.

NOTICE TO ALL BIDDERS:

All interested parties can obtain files for this project by going to http://fayetteville-ar.gov/bids. Bid documents shall be distributed electronically from the City of Fayetteville Procurement Division only.

BID PACKAGE INCLUDES THE FOLLOWING FILES WHICH SHALL BE LISTED UNDER "ATTACHMENTS":

FILE #01: PROJECT MANUAL – **39 Total Pages**

*Additional files added as addendums are issued. Addendums will be uploaded and posted to the City's electronic bidding platform.

***PLAN HOLDER LISTINGS: A listing of vendors who have received documents can be found in the City's electronic bidding platform under the project section tab titled 'Plan Holders'.**

Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring http://fayetteville-ar.gov/bids. Failure to acknowledge addenda issued as instructed could result in bid rejection.

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CITY OF FAYETTEVILLE ARKANSAS

Project Check List

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

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

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashier's checks shall be made payable to the City of Fayetteville, AR and received prior to the bid deadline by making an in-person delivery appointment with the City Procurement 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 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 Procurement Division. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed on Zoom. Late or misdirected bids shall not be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or failure of bidder's technical equipment. If submitting a physical bid, all bid documents shall be delivered in a sealed envelope to the address stated in the advertisement or updated deadline issued via Addenda. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

☐ Additional Information Requested:

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

Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 25-57, Construction – Old Shooting Range Remediation

The City of The City of Fayetteville is accepting sealed bids from properly licensed contractors to remediate an area previously used as a shooting range. Questions regarding this bid should be addressed to Kenny Fitch, Sr. Procurement Agent at kfitch@fayetteville-ar.gov.

A non-mandatory Pre-Bid meeting will be held Tuesday, January 06, 2026, at 10:00 AM. Details regarding the pre-bid meeting are available on the City's electronic bidding platform. All interested parties are encouraged to attend.

Bidding documents, plans, plan holders, and addenda shall be obtained at the City of Fayetteville Procurement Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by Thursday, January 15, 2026, before 2:00 PM local time, utilizing the electronic bidding software or by submitting a sealed bid to the City of Fayetteville Procurement Division. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline and livestreamed on Zoom.

Each bid exceeding $50,000 shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond for five (5) percent of the amount bid. In the event a bidder opts to submit a cashier's check for a bid bond, the actual physical cashier's check shall be delivered to the City prior to the deadline. One hundred percent (100%) performance and payment bonds are required after the contract award. This amount includes any approved contingency.

Bidders shall have a valid State of Arkansas Contractor's License prior to the bid deadline and a valid registration in good standing with the Arkansas Secretary of State prior to the contract award.

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 waive irregularities, reject bids, and postpone the award of any Contract for a period which shall not exceed beyond ninety (90) days from the bid opening date.

City of Fayetteville
By: Kenny Fitch
Sr. Procurement Agent
479.578.8258 kfitch@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 12.21.25 & 12.28.25
This publication was paid for by the Procurement Division of the City of Fayetteville, Arkansas.
Amount paid: $395.64.

CITY OF FAYETTEVILLE ARKANSAS

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CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION

SECTION 01
INSTRUCTIONS TO BIDDERS

PART ONE - DEFINED TERMS

1.1. Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.2 Bidder – One who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, who submits a bid to a Bidder.

1.3 Issuing Office – The office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.

1.4 Successful Bidder – The lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.

1.5 Local Time – Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

1.6 Substitution – Item(s) of material, equipment, or substrate that differs in application method, material, warranty, and/or performance as outlined in the specifications. Substitution requests shall be submitted to the Purchasing Division by bid question deadline. Substitution requests will be addressed via addendum.

1.7 Equivalent (or Equal) – Item(s) of material, equipment, or substrate that meets the application method, material, and performance but may differ in manufacturer and/or warranty from what is specified. Item(s) meeting these criteria shall be considered equal at time of bid.

a. Named manufacturers within the specifications shall be used as a basis of design in regard to establishing a minimum performance standard.

PART TWO - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.

2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Project Manager assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City of Fayetteville and Project Manager in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

3.1 Bidders are advised that the Drawings and Specifications shall constitute all the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications, and estimates, or be binding on City of Fayetteville.

a. Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

3.2 Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.

3.3 Bidders shall promptly notify the Purchasing Division of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

3.4 Information and data shown or indicated in the Contract Documents with respect to existing underground facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Project Manager by City of Fayetteville's of such underground facilities or others, and City of Fayetteville and Project Manager do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.

3.5 On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.

3.6 Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.

3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated

or expressly required by the Contract Documents, that Bidder has given Project Manager written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Project Manager are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

3.8 Mobilization shall not exceed 5% of bid total, excluding Bonds and Insurance.

3.9 Any dumpsters needed for this project shall be procured from Fayetteville Recycling & Trash. No third party dumpsters shall be used.

3.10 Open burning and blasting are not allowed on City projects.

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

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

4.1 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the Contract Documents.

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

5.1 If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Project Manager not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.

5.2 Interpretation or correction of proposed Contract Documents will be made only by Addendum through the City's online bidding portal. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.

5.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville or Project Manager.

5.4 Bidder assumes all responsibility for checking the City's online bidding portal at www.fayetteville-ar.gov/bids for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

6.1 Estimated quantities are approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

PART SEVEN - UNIT PRICES

7.1 Bidders must state a price for each item of work named in the Bid. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all the work as called for in the Specifications or indicated on the Drawings.

7.2 Prices bid shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.

7.3 By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

8.1 Bids are due as indicated in the Advertisement for Bids.

8.2 Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.

8.3 Acceptance of alternate bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate is provided for on the Bid Form (if applicable). The price of the Bid for each alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.

8.4 No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

8.5 All bids shall include all costs including but not limited to sales tax, use tax, permits, insurance, etc. The contractor on this project is defined by the Arkansas Revenue Laws as the user and is responsible for the appropriate taxes. There are NO provisions in this bid for a contractor to avoid taxes. The City of Fayetteville is not a tax-exempt entity.

PART NINE - SIGNATURE ON BIDS

9.1 If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given, and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

9.2 All names must be typed or printed in black ink below the signature.

9.3 The address and telephone number for communications regarding the Bid must be shown.

9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.

9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

9.6 A State of Arkansas Contractor's License is required and registration with the Arkansas Secretary of State shall be valid and current at the time of Contract award.

9.7 Vendor shall not be debarred from doing business with any government entity.

PART TEN - BID BOND

10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement for Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.

10.2 The City of Fayetteville reserves the right to retain the security of the three low bidders until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner. If any Bidder refuses to enter into an Agreement, City of Fayetteville may retain Bidder's bid security as liquidated damages but not as a penalty.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

11.1 NOTICE TO PROCEED, BONDS AND ORDERING PROCEDURES

a. After contract award, the Contractor will provide the City with separate 100% performance and payment bonds, as required in the contract.

b. Upon the City receiving and accepting the 100% Performance and Payment Bonds, the City will issue a Purchase Order along with a Notice of Award (NOA).

c. The Notice of Award shall serve as permission for the Contractor to order any materials needed to complete the project, specifically those with a long lead time.

d. The City will coordinate with the Contractor on the timing of the Notice to Proceed being issued, which shall take into consideration the expected delivery of items with a long lead time.

e. Calendar days for substantial and final completion shall not start until the day following the issuance of a Notice to Proceed.

f. The City will make progress payments for materials delivered on site, after verification of delivered materials by City.

11.3 If Required -- Contractor shall include provisions in the bonds which will guarantee the faithful performance of the prevailing hourly wage clause as required by the Arkansas Prevailing Wage Law, Arkansas Code Annotated § 22-9-308(d).

11.4 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.

11.5 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.

11.6 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.

11.7 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached. The performance and payment bond shall be furnished to the City of Fayetteville accompanied by a receipt stamped by the Washington County Circuit Clerk's Office. Before any work is performed under this contract, the bond shall be filed with the clerk of the circuit court of Washington County, Arkansas and accepted by the City of Fayetteville Project Manager.

11.8 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

PART TWELVE – INSURANCE REQUIREMENTS

12.1 The successful bidder shall provide a Certificate of Insurance in accordance with the following guidelines, prior to commencement of any work: $1,000,000 Commercial Liability, Statutory Worker's Compensation, and General Automotive, if applicable. **SUCH CERTIFICATE SHALL LIST THE CITY OF FAYETTEVILLE AS AN ADDITIONAL INSURED. LISTING THE CITY OF FAYETTEVILLE AS A CERTIFICATE HOLDER ONLY IS NOT AN ACCEPTABLE SUBSTITUTE. CERTIFICATE OF INSURANCE MUST INCLUDE THE ENDORSEMENT SHOWING THE CITY OF FAYETTEVILLE LISTED AS AN ADDITIONAL INSURED.** Insurance shall remain valid, when applicable, throughout project completion.

12.2 This bid is considered a public improvement bid. Public improvement bids shall submit certificates of insurance within 10 days of notice of notice to proceed, after City Council approval. Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet; the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

PART THIRTEEN - CONTRACT TIME

13.1 Bidder agrees that the Work shall be substantially completed within **__60__** consecutive calendar days from the date established in the written notice to proceed. Total completion (completed and ready for final payment) shall be **__90__** consecutive calendar days from the date established in the written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.

13.2 Except in connection with the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and Contractor will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without City of Fayetteville's written consent.

PART FOURTEEN - LIQUIDATED DAMAGES

14.1 Bidder accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of **__$250.00__** for each consecutive day thereafter will be assessed.

PART FIFTEEN – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

15.1 Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART SIXTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

16.1 Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase and are used as a basis of design in regard to establishing a minimum performance standard. Brands or manufacturers that are included in a bid that are of at least equal quality, size, and specification as to what has been specified, will be acceptable for consideration. All requests for approved substitutions shall be submitted by e-mail. Such request to obtain an acceptable substitution shall be made in writing to Kenny Fitch, Sr. Purchasing Agent, at kfitch@fayetteville-ar.gov. The Sr. Purchasing Agent will forward any such requests to the responsible City Department for review. Approval of all submittals will be made only by Addendum issued by the City of Fayetteville Purchasing Division.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

17.1 To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Project Manager's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

17.2 CERTIFICATION OF FUNDS:

Notice: bidders are required to provide pricing for all line items. Failure to provide deductive alternate pricing can result in bid rejection. The City intends to award this contract to the lowest qualified responsive responsible bidder based on the lump sum bid as long as such bid falls within the amount of funds certified for the project, plus 25%.

a. In the event no bid falls within the amount of funds certified for the project, plus 25%, the City will utilize the deductive alternates in order until bids can be compared within the amount certified, plus 25%. In the event all deductive alternates are subtracted and no bid falls within the amount certified, plus 25%, all bids will be rejected.

b. The City shall have the authority to negotiate an award with the apparent responsive responsible low bidder but only if the low bid is within twenty-five present (25%) of the certification of funds.

17.3 DEDUCTIVE ALTERNATES:

Not applicable.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

18.1 Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.

18.2 More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.

18.3 Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.

18.4 Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.

18.5 Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.

18.6 Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.

18.7 Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

19.1 Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. A bid tabulation of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - EVALUATION OF BIDS

20.1 After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.

20.2 In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.

20.3 City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

21.1 City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.

21.2 City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

22.1 City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed, and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

23.1 The City of Fayetteville shall make progress payments within two (2) weeks after Architect/Engineer's Certification of Payment. All such payments will be measured by the schedule of values established as provided in the General Requirements.

a. 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/Architect shall determine, or The City of Fayetteville may withhold, in accordance with the General Requirements.

b. Retainage will be with-held from each pay request in the amount of 5%. After Substantial Completion has been issued by the Architect, Payments can be made for 100% less the value of remaining punch list items as identified by the Architect on the Certificate of Substantial Completion.

c. 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 Requirements.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

24.1 When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within five (5) days thereafter, the Contractor shall execute the contract and return to the City to submit to City Council for approval. Within 21 days, the City of Fayetteville shall return the fully executed contract to Contractor. Contractor will have five (5) days to provide the Performance and Payment Bonds for the project.

PART TWENTY-FIVE - MATERIALS GUARANTY

25.1 Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

26.1 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 Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.

PART TWENTY-SEVEN - INDEMNIFICATION

27.1 To the extent of the limits of the Contractor's Commercial General Liability Insurance, the Contractor shall indemnify and hold harmless the City of Fayetteville against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of the City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of the Contractor, Subcontractor, Supplier, Sub subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

END OF SECTION 01 – INSTRUCTIONS TO BIDDERS

SECTION 02
BID FORM

Bid Number: 25-57, Construction – Old Shooting Range Remediation

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: _____
_____
_____
_____

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 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	Date
_____	_____
_____	_____
_____	_____
_____	_____

B. Bidder 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. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

E. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

F. Bidder has given Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Purchasing Division is acceptable to Bidder.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or

solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

I. Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

J. The bid security attached in the sum of $_____ is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ARTICLE 4 - CONTRACT TIMES

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment __60__ consecutive calendar days from the date established in a written notice to proceed. Total completion shall be __90__ consecutive calendar days from the date established in a written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.

5.02 Bidder accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of $__250.00___ for each consecutive calendar day thereafter will be assessed.

ARTICLE 5 – TERMINOLOGY

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

SUBMITTED on _____, 20_____.

Arkansas State Contractor License No. _____

If Bidder is:

An Individual

Name (type or printed): _____

By: _____(SEAL)

(Individual's Signature)

Doing business as: _____

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

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.: _____

Tax ID No.: _____ UEI No.: _____

A Corporation

Corporation Name: _____(SEAL)

State of Incorporation: _____

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

_____

By: _____
(Signature – attach evidence of authority to sign)

Name (type or printed): _____

Title: _____

(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Business address: _____

_____

Phone No.: _____ FAX No.: _____

Tax ID No.: _____ UEI No.: _____

END OF SECTION 02 – BID FORM

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION

SECTION 03 – 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:

BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION

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

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value
Clearing/Demolition	_____	_____
	_____	_____
Mechanical	_____	_____
	_____	_____
Plumbing	_____	_____
	_____	_____
Electrical	_____	_____
	_____	_____
Roofing/Sheet Metal	_____	_____
	_____	_____
Other (designate)	_____	_____
	_____	_____

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

_____

Bidder's Signature

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION

Section 04

CONTRACTOR REFERENCES

The following information is required from all Bidders so all bids 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 SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

2. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

3. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

4. _____
COMPANY NAME

_____
CITY, STATE, ZIP

_____
CONTACT PERSON

_____
TELEPHONE

_____
DATE COMPLETED

_____
E-MAIL ADDRESS

CITY OF FAYETTEVILLE, ARKANSAS:
BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION

SECTION 05
BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

_____

_____

_____

as Principal, hereinafter called the Principal, and

_____

_____

_____

a corporation duly organized under the laws of the State of _____ as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of _____
_____ Dollars ($_____), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

CITY OF FAYETTEVILLE, ARKANSAS:
BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION

Signed and sealed this _____ day of _____ 20_____.

PRINCIPAL (CORPORATE SEAL)

_____

By _____

_____

SURETY

_____

By _____

_____

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF SECTION 05

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION

SECTION 06
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____

_____

_____

as Principal, hereinafter called Contractor, and

_____

_____

_____

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the amount of **$_____**, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20_____, entered into a contract with Owner for **BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION** which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations, thereunder, the Surety may promptly remedy the default, or shall promptly:

A. Complete the Contract in accordance with its terms and conditions, or

B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination

by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract Price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this Bond must be instituted before the expiration of two years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of the Owner.

Signed and sealed this _____ day of _____ 20_____.

CONTRACTOR (CORPORATE SEAL)

_____

By _____

_____

SURETY COUNTERSIGNED: Resident Agent

State of Arkansas

_____ _____

By _____ By _____

_____ _____

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

_____

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

Approved as to Form:

_____

_____

Attorney for _____

SECTION 07
LABOR AND MATERIAL PAYMENT BOND

This Bond is issued simultaneously with the Performance Bond in favor of Owner conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that

_____

_____

_____

as Principal, hereinafter called Contractor, and

_____

_____

_____

as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **$_____**, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written Agreement dated _____, 20_____, entered into a contract with Owner for **BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION** which contract is by reference made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

A. A claimant is defined as one having a direct contract with the Contractor or with a Subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental of equipment directly applicable to the Contract.

B. The above-named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of 90 days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this Bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant other than one having a direct contract with Principal, shall have given written notice to any two of the following: the Contractor, the Owner, or the Surety within 90 days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to Contractor, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.

2. After the expiration of one year following the date on which Contractor ceased Work on the Contract, it being understood, however, that if any limitation embodied in this Bond is prohibited by any Law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such Law.

3. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

D. The amount of this Bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this Bond.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION

Signed and sealed this _____ day of _____ 20_____.

CONTRACTOR

(CORPORATE SEAL)

_____

By _____

_____

SURETY

COUNTERSIGNED: Resident Agent

State of Arkansas

_____

By _____

_____

By _____

_____

ATTORNEY-IN-FACT

(CORPORATE SEAL)

_____

_____

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

Approved as to Form:

_____

_____

Attorney for _____

1.0 BACKGROUND

Prior to the opening of its current headquarters, the City of Fayetteville, Arkansas (City), Police Department used an outdoor shooting range located behind the Fayetteville Recycling and Trash Collections facility at 1708 South Armstrong Avenue for many years. In 2017 lead testing of soils at the shooting range was conducted, and contamination was identified in an earthen embankment that was used as the backstop at the shooting range. In 2023 the Fayetteville Police Department discontinued use of this shooting range, and the City plans to remediate the site for utilization as part of its composting and recycling facility.

Additional sampling and analysis for lead in soils at the shooting range area was conducted in October 2024 to more thoroughly characterize lead concentrations and identify areas of needed remediation. Lead concentrations in soil samples collected from the backstop berm greatly exceeded the 800 mg/kg US Environmental Protection Agency (EPA) Regional Screening Level for lead in industrial soils, and some soils beneath the asphalt shooting range floor were shown to exceed the US EPA Toxicity Characteristic Leaching Procedure (TCLP) limit of 5 mg/L after applying a Dilution Attenuation Factor of 20 to soil sample results. Additionally, significant lead splatter associated with historical temporary intermediate range targets was observed on the asphalt surface. Based on the results of that investigation, the following remediation approach will be implemented.

2.0 SCOPE OF WORK OVERVIEW

This project is expected to include the following tasks to meet **US EPA Best Management Practices (BMPs) for Lead at Outdoor Shooting Ranges developed in conjunction with the National Rifle Association (NRA) and National Shooting Sports Foundation (NSSF)**.

- Development of Project-specific Workplan including erosion control measures, fugitive dust control measures, and Health and Safety Plan. The Workplan will include actions to be implemented to protect spoils piles from erosion by wind, rain, and potential flooding.
- Obtain Permits and make required notifications and submittals including obtaining operation permits and/or making required notifications to appropriate Air Pollution Control Districts.
- Mobilization, site preparations, and clearing and grubbing (as needed). This includes installing Storm Water Pollution Prevention Plan (SWPPP) measures according to construction Best Management Practices (BMPs). Removed vegetation will be transported to the adjacent composting facility for processing by the City.
- Maintain adequate dust control at all times, meeting lead air quality standards established by Arkansas and the EPA.
- Based on investigation results, material for lead removal and stabilization processing will include:
    - **Backstop berm soil.** Soil excavated to an estimated depth of approximately 1 – 3 feet from the backstop berm (area with C-series sample locations shown on Plan Sheet 1). The estimated volume of backstop berm soil for processing is approximately 200-300 cubic yards (yd^3).
    - **Degraded asphalt.** Degraded asphalt surfacing covering the shooting range floor (area with B-series sample locations shown on Plan Sheet 1). Degraded asphalt with lead splatter is approximately 3-4 inches thick. The volume of degraded asphalt to be processed is estimated to be approximately 100-150 cubic yards.
    - **Soil beneath shooting range floor asphalt.** Soil excavated to approximately 1 foot beneath the shooting range floor (area with B-series sample locations shown on Plan Sheet 1). The volume of soil to be processed from beneath the asphalt floor of the shooting range is estimated to be approximately 350-450 cubic yards.

  - Soil and asphalt materials may be processed separately.
- Physical separation of lead bullets and bullet fragments from excavated materials using enhanced separation equipment utilizing a dual-stage separation process such as screen to remove lead bullets and bullet fragments based on size and complete separation using a finishing system to separate based on density to ensure that these materials are recyclable and produce the optimal value from the selected recycler:
  - **Soil.** Separation process utilizing a recommended 6mm screen size to ensure recovered bullets/bullet fragments fraction will be comprised of 90-95% lead.
  - **Degraded asphalt.** Separation process utilizing a recommended 2mm screen size to ensure recovered bulletsplatter fraction will be comprised of approximately 90% lead.
- Recycling of recovered lead at a licensed paying recycling facility approved by the City and provision of certificates of recycling. The Contractor shall retain fifty percent (50%) of the proceeds from the recycled materials and remit fifty percent (50%) to the City of Fayetteville.
- Post-processing stockpiles of material will contain 100-250 cubic yards of material, and each stockpile will be treated with a lead-stabilizing compound (ECOBOND® or equivalent), as needed, to reduce the leachability of residual lead to levels below US EPA Resource and Recovery Act (RCRA) non-hazardous criteria to mitigate potential migration of lead via groundwater and surface water pathways.
- Samples of processed and treated materials will be analyzed for lead concentrations using TCLP to ensure no lead concentrations exceed the 5 mg/L EPA regulatory limit.
- No material will be removed from the site other than recovered lead for recycling. Processed and treated materials will be utilized on site for future grading projects.
- Demobilization.
- Summary report containing volumes of processed and treated materials, amount of lead recovered and recycled, and results of laboratory testing of soils.

The above services must be provided in accordance with all applicable federal and state laws, rules, and regulations including, at a minimum applicable United States Code, Code of Federal Regulation, and Arkansas Statutes. In addition, services must be provided in compliance with all components of the Occupational Safety and Health Administration (OSHA) Standard 1910.120 and all other federal and state requirements for workplace safety applicable to the collection of lead and lead by-products.

The selected provider must provide for all travel expenses, tools, machinery, labor and all other related expenses and fees required to complete the project.

3.0 TESTING PROTOCOL FOR LEAD FRAGMENT REMOVAL EFFICIENCY

The following is the testing protocol to be utilized on soils prior to returning them to the site for use in soil consolidation area. The goal is to ensure that soil with pre-existing higher concentrations of lead fragment (10% or greater by weight) has been processed to remove the lead fragments to <10% by weight.

Contractor will test at the soil staging pile location after excavation. This will allow the soils to be easily tracked before and after processing to ensure comparison of representative test results. The staging pile testing will occur once each morning and once each afternoon when screening is occurring.

Contractor will track this sampling (as shown below) daily.

Pre-Processing Sampling from the Numbered Staging pile:

1. Obtain 3 individual samples from staging pile. The staging pile will be staked and numbered for tracking purposes.

2. Sample size will be ~300 grams per individual sample.
3. The sample will be measured on a scale and the weight recorded.
4. Each individual sample will be hand screened with a 6mm screen to collect lead fragments.
5. Collected lead fragments will be weighed.
6. A Sample ID number (e.g. A-1) will be assigned to each collected sample.
7. The 3 individual samples will be averaged into one number, which will be representative of the numbered staging pile.
8. Color coding will be used to distinguish between higher concentration (>10% by weight) and lower concentration (<10% by weight) soil piles.

Post-Processing Sampling:
Following the lead separation processing of the numbered staging pile, Contractor will collect 3 individual samples of the processed staging pile.

1. Three (3) individual samples will be obtained from the fines pile corresponding to that numbered staging pile.
2. Each sample will be approximately 300 grams in size.
3. The sample will be measured on a scale and the weight recorded.
4. Each post-processing sample will be hand screened with a 6mm screen to collect lead fragments, if present.
5. Collected lead fragments will be weighed.
6. A Sample ID number (e.g. B-1) will be assigned to collected lead fragments sample.
7. The 3 individual samples will be averaged into one number, which will be representative of the numbered staging pile.
8. The passing result will be <10% by weight of fragment remains in the processed sample.

How to Calculate Lead Fragment Removal Efficiency
1. Weigh total weight of sample.
2. Screen sample through 6mm screen and collect the lead fragments in the sample.
3. Weigh the lead fragments.
4. Divide the weight of the lead fragments by the total weight of sample and record the weight % of fragments in the sample.
5. If 10% or less by weight of lead fragment is a passing result.
6. If Step 5 does not provide a passing result, then re-process soils.

Example of Tracking Logs
Sample information will be recorded on the following logs or a tracking system similar to that of the following logs. Contractor will provide copies of the Lead Fragment Removal Efficiency Report in the daily report.

Pre-Staging pile Sampling			
Date	Sample ID#	Sample Weight	Weight of lead fragment collected on 6mm screen
Average of first three samples			

Post-Processing Sample			
Date	Sample ID#	Weight of Total Sample	Weight of lead fragment collected on 6mm screen
Average of first three samples			

Compare Pre-Processed Staging Pile Average to Processed Average Soil Sample				
Weight Lead Fragment % of Pre-Processed Staging pile Average	Weight Lead Fragment % of Pre-Processed Staging pile Average	% Removal of lead fragment	Passing Result?	Initials

4.0 CONTRACTOR / SUBCONTRACTOR QUALIFICATION REQUIREMENTS

To ensure that the City selects the most qualified, cost-effective provider and to minimize financial and performance risk to the City, the following requirements have been assembled for consideration. To best serve the City, the selected Contractor should meet the following general qualification requirements:

1. **Established operating history:** Minimum five (5) years (preferably 10 years) of continuous operating history with business registrations and minimum five (5) prior similar projects successfully completed in the last three (3) years.
2. **Sufficient company resources:** Contractor must be able to document, with audited financials, sufficient company assets that could allow it to sustain defending against a claim or actual violation risk of bankruptcy. (Suggested minimum $500,000 and preferred $1,000,000)
3. **Proven Health and Safety Record:** Contractor must demonstrate a history of safe work. Contractor will provide comprehensive written site-specific work and safety/health plans and a detailed material-management plan. This commitment to safety will minimize the City's exposure to potential workers' compensation suits as well as potential OSHA violations, and it ensures that workers are properly trained and protected.
4. **Trained personnel:** Prior to starting work onsite, Contractor will be required to submit copies of the below training certifications for onsite personnel.
    - 29 CFR 1910.120(e) (OSHA) – 40-Hour HAZWOPER
    - 29 CFR 1926.62 (OSHA) – Lead in Construction
5. **Legally required levels of Workers Compensation and Auto insurance as well as General Liability Insurance, and Pollution Liability Insurance; Certificate to name the City as additionally insured.**
    - General Liability Insurance - provides coverage in event of an accident, damage to the facility, or injury (minimum $5,000,000).
    - Pollution Liability Insurance - covers potential damages that could result from lead and hazardous materials (minimum $5,000,000).
    - Workers Compensation Insurance - protects the City in the event of a worker injury or lawsuit (minimum at required levels).
    - Automobile Insurance - protects the City in the event of an accident associated with automobile operation (minimum at required levels).

5.0 CODES, REGULATIONS, AND STANDARDS FOR LEAD REMEDIATION

- The Contractor shall assume full responsibility and liability for compliance with all applicable federal, state, and local regulations pertaining to work practices and protection of workers, visitors to the site, and persons occupying areas adjacent to the site.
- The Contractor is responsible for providing medical examinations and maintaining medical records of employees as required by the applicable federal, state, and local regulations.
- The Contractor shall hold the City harmless for failure to comply with any applicable work, safety, health or other regulation on the part of itself, its employees, or its subcontractors.
- All work performed under this contract shall comply with following applicable OSHA provisions, including most current versions, but will not be limited to the listed codes and regulations:
    - Lead in Construction United States Environmental Title 29 Part 1926.62 of the Code of Federal Regulations.
    - Respiratory Protection Title 29, Part 1910, Section 134 of the Code of Federal Regulations.
    - Construction Industry Title 29, Part 1926, of the Code of Federal Regulations.
    - Access to Employee Exposure and Medical Records Title 29, Part 1910, Section 2 of the Code of Federal Regulations.
    - Hazard Communication Title 29, Part 1910, Section 120 of the Code of Federal Regulations.
    - Specifications for Accident Prevention Signs and Tags.
    - Title 29, Part 1910, Section 145 of the Code of Federal Regulations.

6.0 BID PROCESS

- Prospective contractors may, but are not required to, attend a pre-bid meeting to ask questions about to the project. Details regarding the time and location of the pre-bid meeting can be found on the project page of the City of Fayetteville's bidding website.
- Prospective contractors will submit a unit cost and total cost for excavating and processing lead-containing materials for **BID ITEM** 1 and **BID ITEM 2** included on the **BID FORM**. Unit costs must include all costs associated with completing the bid item, as described in Section 7.0 of this document.

Estimated volume of soils to excavate/process:	
Backstop berm soils	250 yd^3
Soils beneath range asphalt floor	400 yd^3
BID ITEM 1: Total soils	650 yd^3
BID ITEM 2: Estimated volume of degraded asphalt to excavate/process	125 yd^3
Total estimate material to excavate/process	775 yd^3

- Prospective contractors will submit a lump sum price to recycle the lead recovered from the site based on an estimated recovery weight of 30,000 pounds as **BID ITEM 3** on the **BID FORM,** including all costs associated with completing the bid item, as described in Section 7.0 of this document.

7.0 BID ITEMS

Excavate and Process Lead-Containing Materials

BID ITEM 1: Estimated 650 cubic yards of soil in the backstop berm and beneath the shooting range floor asphalt cover.
BID ITEM 2: Estimated 125 cubic yards of degraded asphalt covering the shooting range floor.

Payment for **BID ITEM 1** and **BID ITEM 2** will paid for at the price bid on the **BID FORM** for actual cubic yards of material excavated and processed, which incorporates costs for all items listed below:

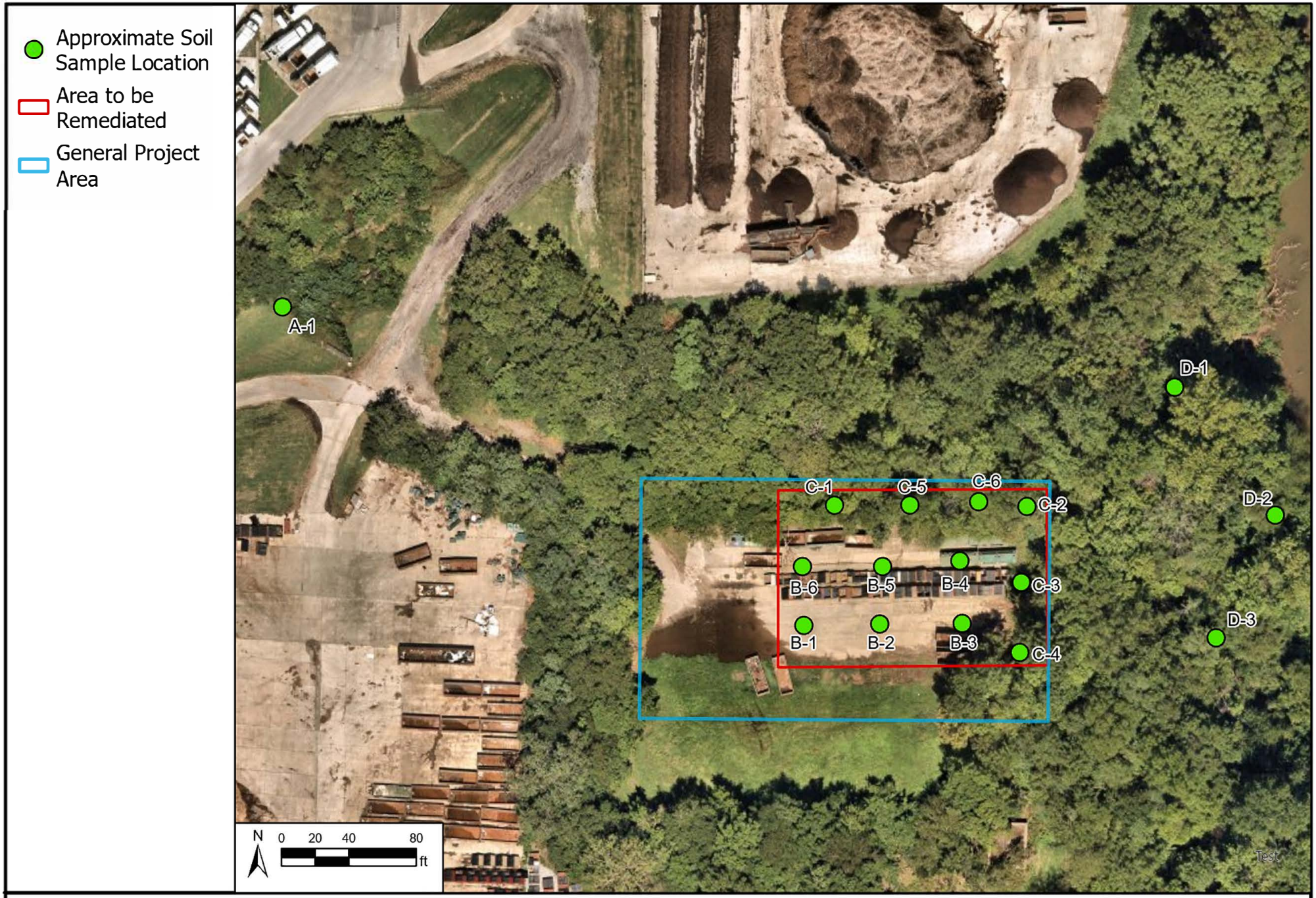
- **Planning.** Contractor will:
  - Provide all services in accordance with all applicable federal and state laws, rules, and regulations including, at a minimum, applicable United States Code, Code of Federal Regulation, and Arkansas Statutes. In addition, services must be provided in compliance with all components of the Occupational Safety and Health Administration (OSHA) Standard 1910.120 and all other federal and state requirements for workplace safety applicable to the collection of lead and lead by-products.
  - Conduct all tasks in accordance with codes, regulations, and standards for lead remediation included in Section 5.0 of this document.
  - Develop a project-specific Health and Safety Plan
  - Develop a project-specific Work Plan including erosion control measures and fugitive dust control measures. The Workplan will include actions to be implemented to protect spoils piles from erosion by wind, rain, and potential flooding.
  - Obtain Permits and make required notifications and submittals including obtaining operation permits and/or making required notifications to appropriate Air Pollution Control Districts.
  - Appropriately train personnel working at the project site and provide required levels of insurance as specified in Section 4.0 of this document.
  - Provide all travel expenses and other expenses and fees required to complete the project.
- **Site Preparation.** Contractor will:
  - Stage equipment and materials at the project site in preparation for beginning excavation and processing activities.
  - Grub and clear vegetation from excavation areas. Removed vegetation will be transported to the adjacent composting facility for processing by the City.
  - Install Storm Water Pollution Prevention Plan (SWPPP) measures according to construction Best Management Practices (BMPs).
- **Material Excavation.** Contactor will:
  - Excavate lead-containing material from its in situ locations indicated on Plan Sheet 1.
  - Not excavate below 1 foot below the base of the asphalt shooting range floor or deeper than 3 feet into the face of the backstop berm without approval by the City.
  - Not excavate soil in excess of 650 cubic yards or degraded asphalt in excess of 125 cubic yards without approval by the City.

- **Material Handling.** Contractor will:
  - Move and stockpile material on site as necessary.
  - Maintain adequate dust control at all times, meeting lead air quality standards established by Arkansas and the EPA.
- **Lead recovery.** Contractor will:
  - Physically separate lead bullets and bullet fragments from excavated materials using enhanced separation equipment utilizing a dual-stage separation process such as screen to remove lead bullets and bullet fragments based on size and complete separation using a finishing system to separate based on density.
  - Separate lead from soil utilizing a recommended 6mm screen size to ensure recovered bullets/bullet fragments fraction will be comprised of 90-95% lead.
  - Separate lead from degraded asphalt utilizing a recommended 2mm screen size to ensure recovered splatter fraction will be comprised of approximately 90% lead.
  - Implement testing protocols for lead fragment removal efficiency contained in Section 3.0 of this document.
- **Material treatment.** Contractor will:
  - Stage post-processed materials in stockpiles of 100-250 cubic yards.
  - Treat each stockpile with a lead-stabilizing compound (ECOBOND® or equivalent), as needed, to reduce the leachability of residual lead to levels below US EPA Resource and Recovery Act (RCRA) non-hazardous criteria.
  - Analyze samples of processed and treated materials for lead concentrations using TCLP to ensure no lead concentrations exceed the 5 mg/L EPA regulatory limit.
- **Site Cleanup and Demobilization.** Contractor will:
  - Leave treated materials on site as directed by City personnel. No material will be removed from the site other than recovered lead for recycling. Processed and treated materials will be utilized on site for future grading projects.
  - Remove SWPPP installations as instructed by the City.
  - Remove all equipment, supplies, and generated refuse from the project site after the project is completed.
- **Reporting.** Contractor will:
  - Provide copies of laboratory analysis reports.
  - Provide records for volumes of processed and treated materials.
  - Provide documentation of weights recovered and recycled lead.
  - Provide documentation of lead sale proceeds.

Lead Recycling

BID ITEM 3: Recycle an estimated 30,000 pounds of recovered lead at a sale price per pound. Contractor will:

- Gather, clean, containerize, and transport lead to a licensed paying recycling facility approved by the City.
- Receive payment for recycled lead.
- Provide documentation of lead sale proceeds to the City.
- Provide calculations of apportionment from lead sale proceeds to the City.
- Realize the City's portion of sale proceeds by invoice credit.



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olsson

Section 09 - Plan Sheet
Project Site Overview and Soil Sample Locations

City Of Fayetteville Old Shooting Range
024-03935
Fayetteville, Arkansas

Plan Sheet 1

NAD 1983 StatePlane Arkansas North FIPS 0301 Feet

Basemap: ESRI World Imagery

Bid 25-57, Addendum 1

Date: Wednesday, January 07, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 25-57, Construction – Old Shooting Range Remediation

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. CLARIFICATIONS:
    a. A 5% bid bond is required to be submitted with each bid. To be considered valid, the bid bond must be signed by the bidder and the surety company providing the bond. A bid bond lacking either signature shall be grounds for rejection.
    b. On-site material testing will be the responsibility of the contractor.
    c. The method of cleaning the lead to prepare for recycling has not been specified and shall be completed by the contractor at their discretion.
    d. This project is for the remediation of the site, only. Any improvements to the site will be included within a separate project.
    e. The City can accommodate for work on weekends, if necessary. The contractor shall coordinate any work outside of normal business hours with the City.
    f. Any trees removed during the remediation process shall be transported to the compost facility on site to be processed.
    g. The contractor shall be responsible for the maintenance and control of all lead stockpiles throughout the remediation. The method used shall be at the discretion of the contractor.
    h. The following locations have been approved by the City to process the recycled lead:
        - Alter Metal Recycling
        - Derichebourg Recycling USA
        - The Yaffe Companies, Inc.
        - Texas Port Recycling
        - Queen City Metal Recycling

2. QUESTIONS:

a. Can you confirm whether the degraded asphalt, after screening, should be included in the total treatment volume utilizing ECOBOND?

- The volume of material to be treated for lead stabilization may include screened asphalt. The total treatment volume will depend upon the results of testing of stockpiles to determine whether or not lead concentrations are elevated to the degree needing treatment. For example, if a stockpile of screened material is tested and does not exceed the 5 mg/L TCLP limit for lead, that stockpile does not need to be treated. Please reference the following image from the Project Manual:
  - **Material treatment.** Contractor will:
    - Stage post-processed materials in stockpiles of 100-250 cubic yards.
    - Treat each stockpile with a lead-stabilizing compound (ECOBOND® or equivalent), as needed, to reduce the leachability of residual lead to levels below US EPA Resource and Recovery Act (RCRA) non-hazardous criteria.
    - Analyze samples of processed and treated materials for lead concentrations using TCLP to ensure no lead concentrations exceed the 5 mg/L EPA regulatory limit.

b. Can you provide the estimated overall treatment volume for all materials requiring treatment with ECOBOND?

- Because the volume of material for treatment is dependent upon testing results, a conservative approach would be to assume the total volume of excavated soil and asphalt will need to be treated, though in practice the actual amount will be less by at least the volume of lead removed for recycling, and possibly additional volumes of soil/asphalt, depending on analysis results. Please reference the following image from the Project Manual:

Estimated volume of soils to excavate/process:	
Backstop berm soils	250 yd^3
Soils beneath range asphalt floor	400 yd^3
BID ITEM 1: Total soils	650 yd^3
BID ITEM 2: Estimated volume of degraded asphalt to excavate/process	125 yd^3
Total estimate material to excavate/process	775 yd^3

3. ATTACHMENTS:

a. Attachment A: Pre-Bid Meeting Sign In Sheet

b. Attachment B: Olsson Soil Sampling Memo

Attachment A: Pre-Bid Meeting Sign In Sheet

CITY OF FAYETTEVILLE ARKANSAS

City of Fayetteville, Arkansas

Attendance Sheet

BID/RFP/RFQ #: 25-57

Description: CONSTRUCTION - OLD SHOOTING RANGE REMEDIATION

Function (circle one): Bid Opening, Selection Committee Meeting, Pre-Bid, Interview

Date: 1 / 6 / 26 Time: 11:00am

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	KENNY FITCH	COF	SR. PROC. AGENT	575-8258	kfitch@
2	Trevel Young	CoF	Proc. Agent	575-8289	tyoung@
3	Thornton Brookshank	SEMS, INC.	SR. Project Manager	901-324-8247	Tbrooksbank@semsinc.net
4	Greg Eichmeyer	Environmental Works, Inc.	Ops Manager	417-771-9643	geichmeyer@environmentalworks.com
5	Zac Farren	Snyder Environmental	GM	479-287-8501	zfarren@snyderenvironmental.com
6	Justin Dixon	" " "	Project	501 208 4272	jdixon@snyderenvironmental
7	Lacey COOK	Recoil LLC	Project manager	313-920-0872	l.cook@recoilllc.com
8	Jeff Goodwin	orion / Buckeye Elm	Estimator	770-855-2769	jeffg@buckeye-elm.com
9	Wade Abernathy	CoF F	DIRECTOR CONST.		wabernathy@
10	Brian Pugh	CoF F	Waste Reduction Manager	479-718-7685	bpugh@fayetteville-ar.gov
11	Peter Nierengarten	CoF	Enviro Dir	479-601-7834	pnierengarten@
12	Elliot Thompson	Snyder	Snyder Enviro	479-508-7359	ethompson@snyderenvironmental.com
13	Andrew Cook	COF	Ops. Mgr.	479-601-5719	acook@
14	CURTIS NUNN	OLSSON	GEOLOGIST	479-387-0203	cnunn@olsson.com
15					
16					
17					
18					

Meeting Notes, Decision, Description of Handouts, etc:

Attachment B: Olsson Soil Sampling Memo

MEMO

To:	City of Fayetteville, Arkansas Attn: Mr. Peter Nierengarten, PE, Environmental Director pnierengarten@fayetteville-ar.gov
From:	Curtis Nunn
RE:	Old Shooting Range soil sampling and analysis
Date:	November 5, 2024
Project #:	024-03935

Background

Prior to the opening of their current headquarters, the City of Fayetteville, Arkansas, Police Department used an outdoor shooting range located behind the Fayetteville Recycling and Trash Collections facility at 1708 South Armstrong Avenue for many years. In 2017 lead testing of soils at the shooting range was conducted, and contamination was identified in an earthen embankment that was used as the backstop at the shooting range. In 2023 the Fayetteville Police Department discontinued use of this shooting range, and the City of Fayetteville contracted Olsson to remediate the site for utilization as part of its composting and recycling facility.

Site Characterization Sampling and Analysis

In October of 2024, Olsson collected soil samples in the area of the shooting range and analyzed for lead content to determine the extent of the contamination and to assess whether the material would be considered hazardous waste. Soil samples were collected as described below. Sample locations are indicated on Figure 1 in Attachment 1.

- **Background.** At a location unimpacted by shooting range activities (Area A; one location with a sample depth of 0-1 ft below ground surface [bgs]).
- **Range floor.** Soil beneath the asphalt range floor (Area B; six locations with two samples at depths of 0-1 ft bgs and 1-2 ft bgs at each location).
- **Backstop berm.** Areas of the earthen embankment, previously indicated as receiving fire, and adjacent areas (Area C; six locations with two samples at depths of 0-1 ft and 2-3 ft into the berm face; collected at approximately 3-5 vertical ft above the range floor).
- **Overshot.** Soils behind the backstop berm to evaluate possible overshot impacts (Area D; three locations with a sample depth of 0-1 ft bgs; collected approximately 100 ft beyond the top of the backstop berm).

Samples were collected October 8-10, 2024, by excavating soils using various decontaminated digging tools and collecting samples using either disposable sampling scoops or a decontaminated auger sampler. Soil sample characteristics were recorded and are summarized in Table 1 of Attachment 2. Slugs were observed in soil throughout the backstop berm area, and significant impact splatter indicative of intermediate movable targets was observed on the shooting range floor. A photolog for the sampling event is included as Attachment 3.

Samples were preserved on ice and shipped to Pace Analytical in Mount Juliet, Tennessee, an Arkansas-licensed analytical laboratory and analyzed for lead by EPA Method 6010B. The results are summarized in Table 2 of Attachment 2, and the full laboratory analysis report is included as Attachment 4.

As shown in Table 2, sample analysis results were compared to the May 2024 EPA Regional Screening Level (RSL) for lead in Industrial Soils (800 mg/kg) (EPA 2024) to delineate highly contaminated areas. Analysis results were also converted to conservative theoretical leachate concentrations using a Dilution Attenuation Factor of 20 (DAF20) to estimate results of the Toxicity Characteristic Leaching Procedure (TCLP). Calculated DAF20 values were compared to the 5 mg/L TCLP regulatory limit for lead for hazardous waste characterization (EPA 1980).

Analysis results show six samples collected from the shooting range backstop berm area exceed the RSL for lead. Samples from both depths exceeded the RSL at locations C-2 and C-3, in the northeast corner of the berm and the center of the east berm, respectively. Bounding sample locations C-6 to the west and C-4 to the south showed RSL exceedances for the shallower of the two samples collected at each location.

In addition to the samples exceeding the RSL, several other samples exceeded the TCLP limit using the DAF20 comparison, including more samples from the backstop berm area and samples collected immediately beneath the asphalt covering of the shooting range floor.

Interestingly, the DAF20 value for the background sample (A-1) exceeded the TCLP limit. The total lead concentration for the sample (142 mg/kg) is elevated compared to most samples other than those from the backstop berm. The background concentration is also greater than the lead concentration in the nearest USGS background sample (105 mg/kg) for Washington County, Arkansas (USGS 2013), possibly indicating the background sample was collected from an area of disturbed soil. Samples collected from the overshot area with lead concentrations between 48.5 mg/kg and 85.6 mg/kg did not exceed the RSL or the TCLP limit and appear to be from native alluvial deposits, perhaps indicating those samples are more representative of background.

Three blind-duplicate Quality Control (QC) samples were collected to assess field sampling techniques. Relative Percent Difference (RPD) comparisons are included in Table 3 of Attachment 2. In two of the three comparisons, the RPD values are less than typical goal for soil samples, 30%. The RPD value for the other comparison significantly exceeded the typical goal. Internal laboratory QC metrics were generally within Pace's specifications. Qualifier flags attached to sample results do not meaningfully impact the quality of the data.

Remediation Design

Based on the high concentration of lead in backstop berm samples, a remediation strategy utilizing lead excavation and recovery combined with post recovery in situ stabilization of residual lead in soil to prevent leaching from soil is recommended. This approach typically includes using specialized equipment to shake and sift excavated soil to remove gross lead content. In-situ treatment of residual soils should be conducted using a stabilizing compound to form insoluble lead compounds resistant to leaching. Benefits of this remediation approach include avoiding generation and hauling of hazardous waste, recycling of recovered lead, and the availability of treated soils for future grading projects.

Remediation efforts should be concentrated in backstop berm areas where sample concentrations exceed the RSL and extend into areas where DAF20 estimates exceed the TCLP limit. Due to the high lead splatter content on the shooting range asphalt floor, processing the asphalt along with excavated soil should be considered.

To optimize results, remediation activities should be consistent with EPA's *Best Management Practices for Lead at Outdoor Shooting Ranges* (EPA 2005), and post-remediation soil sampling for TCLP analysis should be conducted to confirm leachate concentrations from residual soil are lower than the TCLP limit for lead.

References

EPA 2005. Best Management Practices for Lead at Outdoor Shooting Ranges (EPA-902-B-01-001), Best Management Practices for Lead at Outdoor Shooting Ranges (EPA-902-B-01-001).

EPA 2024. EPA Regional Screening Levels. May 2024, https://www.epa.gov/risk/regional-screening-levels-rsls-generic-tables.

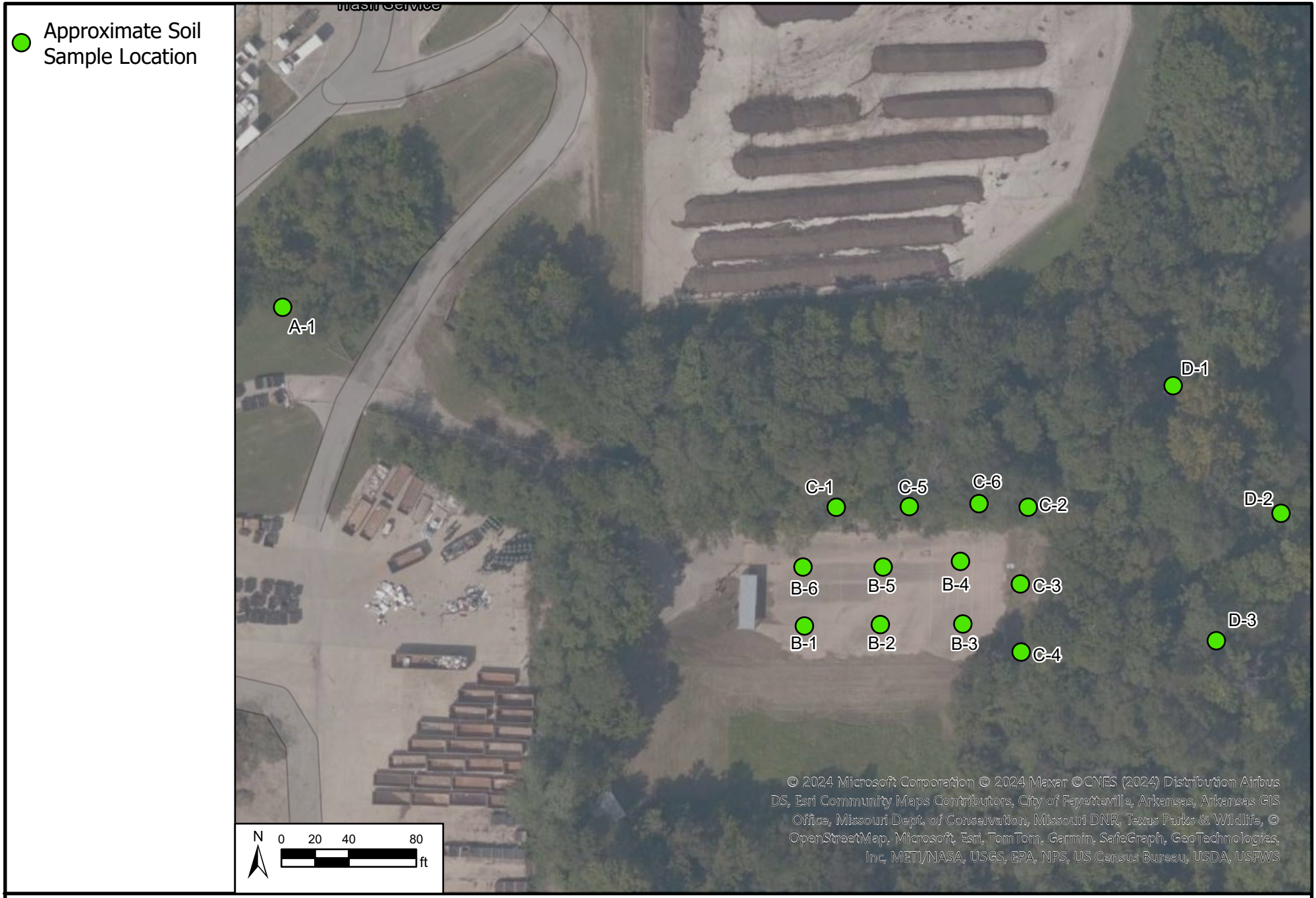
USGS 2013. Geochemical and mineralogical data for soils of the conterminous United States: US Geological Survey Data Series 801, https://pubs.usgs.gov/ds/801/.

EPA 1980. 40CFR261.24, Table 1 – Maximum Concentration of Contaminants for the Toxicity Characteristic, https://www.ecfr.gov/current/title-40/chapter-I/subchapter-I/part-261/subpart-C/section-261.24.

Attachments

Attachment 1: Figure
Attachment 2: Tables
Attachment 3: Soil Sampling Photolog
Attachment 4: Laboratory Analysis Report

ATTACHMENT 1
FIGURE



olsson

Soil Sample Locations

City Of Fayetteville Old Shooting Range
024-03935
Fayetteville, Arkansas

Figure 1

F:\2024\03501-04000\024-03935\40-Design\GIS\Maps\24-10-10_ENV_COF Shooting Range Sample Locations.aprx PUBLISHED BY: estudebaker DATE: October 28, 2024

NAD 1983 StatePlane Arkansas North FIPS 0301 Feet

Basemap: ESRI World Imagery

ATTACHMENT 2
TABLES

Table 1. Summarized soil sample logs.

Unit ID	Description
Unit 1	Fill – Angular coarse gravel, with clay - lean, brown/tan/red stiff, moist, no odor
Unit 2	CH – Fat clay, black, medium stiff, moist, with coarse angular gravel, no odor
Unit 3	ML – Silt, lean, brown, stiff, dry, with brown/orange/tan fat clay nodules, no odor
Unit 4	ML – Silt, lean, brown, soft, dry, with chert/limestone angular gravel, no odor

Sample Location	Depth Interval (ft bgs)	Description
A-1	0-1	Fill – dry, brown, angular white chert, loose, glass, soft brown lean clay nodules and angular shale
B-1	0-0.25	Asphalt, splatter at surface
	0-1.8	Unit 1, refusal at 1.8 ft bgs due to gravel
B-2	0-0.25	Asphalt, splatter at surface
	0.25-1.8	Unit, two brass casings at 0.5 ft bgs
	1.3-2.0	Unit 2
B-3	0-0.2	Asphalt, splatter at surface
	0.2-1.3	Unit 1, one brass casing at 0.5 ft bgs
	1.3-2.0	Unit 2, brown dry silt at 1.9-2.0 ft bgs
B-4	0-0.2	Asphalt, splatter at surface
	0.2-1.8	Unit 1, one brass casing at 0.5 ft bgs
	1.8-2.0	Unit 2
B-5	0-0.2	Asphalt, splatter at surface
	0.2-1.5	Unit 1
	1.5-2.0	Unit 2
B-6	0-0.2	Asphalt, splatter at surface
	0.2-1.2	Unit 1
	1.2-1.9	Unit 2, refusal at 1.9 ft bgs due to gravel
C-1	0-3 (trench)	Unit 4, roots, limestone cobbles, lead shot at surface
C-2	0-3 (trench)	Unit 4, lead slugs, plastic shell casings
C-3	0-3 (trench)	Unit 4
C-4	0-3 (trench)	Unit 4, roots, white limestone gravel
C-5	0-3 (trench)	Unit 4, 9mm bullet at surface
C-6	0-3 (trench)	Unit 4, no gravel
D-1	0-0.5	Unit 3, refusal at 0.5 ft bgs due to roots
D-2	0-1	Unit 3
D-3	0-1	Unit 3

Table 2. Summarized soil sample analysis results.

Sample ID	Sample Date	Sample Location	Lead (mg/kg)	DAF20 (mg/L)
EPA RSL/TCLP limit			**800**	**5**
A-1 (0-1')	10/8/2024	Background	142	**7.10**
B-1 (0-1')	10/8/2024	Beneath Asphalt Surface of Shooting Range Floor	7.26	0.36
B-1 (1.6-1.8')	10/8/2024	Beneath Asphalt Surface of Shooting Range Floor	17.2	0.86
B-2 (0-1')	10/8/2024	Beneath Asphalt Surface of Shooting Range Floor	27.1	1.36
B-2 (1.8-2.0')	10/8/2024	Beneath Asphalt Surface of Shooting Range Floor	12.7	0.64
B-3 (0-1')	10/8/2024	Beneath Asphalt Surface of Shooting Range Floor	331	**16.6**
B-3 (1.8-2.0')	10/8/2024	Beneath Asphalt Surface of Shooting Range Floor	13.5	0.68
B-4 (0-1')	10/8/2024	Beneath Asphalt Surface of Shooting Range Floor	7.04	0.35
B-4 (1.8-2.0')	10/8/2024	Beneath Asphalt Surface of Shooting Range Floor	18.1	0.91
B-5 (0-1')	10/9/2024	Beneath Asphalt Surface of Shooting Range Floor	60.2	3.01
B-5 (1.8-2.0')	10/9/2024	Beneath Asphalt Surface of Shooting Range Floor	16.4	0.82
B-6 (0-1')	10/9/2024	Beneath Asphalt Surface of Shooting Range Floor	235 J6	**11.8**
B-6 (1.7-1.9')	10/9/2024	Beneath Asphalt Surface of Shooting Range Floor	36	1.80
C-1 (0-1')	10/10/2024	Shooting Range Backstop Berm	153	**7.65**
C-1 (2-3')	10/10/2024	Shooting Range Backstop Berm	24.6	1.23
C-2 (0-1')	10/9/2024	Shooting Range Backstop Berm	**75400**	**3770**
C-2 (2-3')	10/10/2024	Shooting Range Backstop Berm	**10100**	**505**
C-3 (0-1')	10/10/2024	Shooting Range Backstop Berm	**13500**	**675**
C-3 (2-3')	10/10/2024	Shooting Range Backstop Berm	**14300**	**715**
C-4 (0-1')	10/10/2024	Shooting Range Backstop Berm	**1900**	**95.0**
C-4 (2-3')	10/10/2024	Shooting Range Backstop Berm	271	**13.6**
C-5 (0-1')	10/10/2024	Shooting Range Backstop Berm	252	**12.6**
C-5 (2-3')	10/10/2024	Shooting Range Backstop Berm	219	**11.0**
C-6 (0-1')	10/10/2024	Shooting Range Backstop Berm	**1200**	**60.0**
C-6 (2-3')	10/10/2024	Shooting Range Backstop Berm	273 J3 J5	**13.7**
D-1 (0-0.5')	10/9/2024	Overshot	82.8	4.14
D-2 (0-1')	10/9/2024	Overshot	48.5	2.43
D-3 (0-1')	10/9/2024	Overshot	85.6	4.28

Notes:

RSL	EPA Regional Screening Level for Industrial Soils.
TCLP	EPA Toxicity Characteristic Leaching Procedure.
DAF20	EPA TCLP concentration estimated using 20X Dilution Attenuation Factor.
Bold	Exceedance of RSL or TCLP limit.
J3	The associated batch QC was outside the established quality control range for precision.
J5	The sample matrix interfered with the ability to make any accurate determination; spike value is high.
J6	The sample matrix interfered with the ability to make any accurate determination; spike value is low.

Table 3. Summarized soil sample blind field duplicate results.

Sample ID	Aliquot	Sample Date	Sample Location	Lead (mg/kg)	RPD
B-3 (1.8-2.0')	Original	10/8/2024	Beneath Asphalt Surface of Shooting Range Floor	13.5	
B-3 (2.0-2.5')	Duplicate	10/8/2024	Beneath Asphalt Surface of Shooting Range Floor	23.6	27%
C-2 (2-3')	Original	10/10/2024	Shooting Range Backstop Berm	10100	
C-2 (3-4')	Duplicate	10/10/2024	Shooting Range Backstop Berm	15200	20%
D-3 (0-1')	Original	10/9/2024	Overshot	85.6	
D-4 (0-1')	Duplicate	10/9/2024	Overshot	10.4	78%

Notes:

RPD Relative Percent Difference

ATTACHMENT 3
SOIL SAMPLING PHOTOLOG

Photo 1: Splatter on asphalt surface of shooting range floor, October 8, 2024.

Photo 2: Sample location B-1, October 8, 2024.

Photo 3: Slugs and shells in backstop berm, October 9, 2024.

Photo 4: Slugs and shells in backstop berm, October 9, 2024.

Photo 5: Numerous slugs visible in eroding backstop berm, October 9, 2024.

Photo 6: Bullet at surface at location C-1, October 10, 2024.

ATTACHMENT 4
LABORATORY ANALYSIS REPORT

ANALYTICAL REPORT

October 20, 2024

FTN Associates - Little Rock, AR

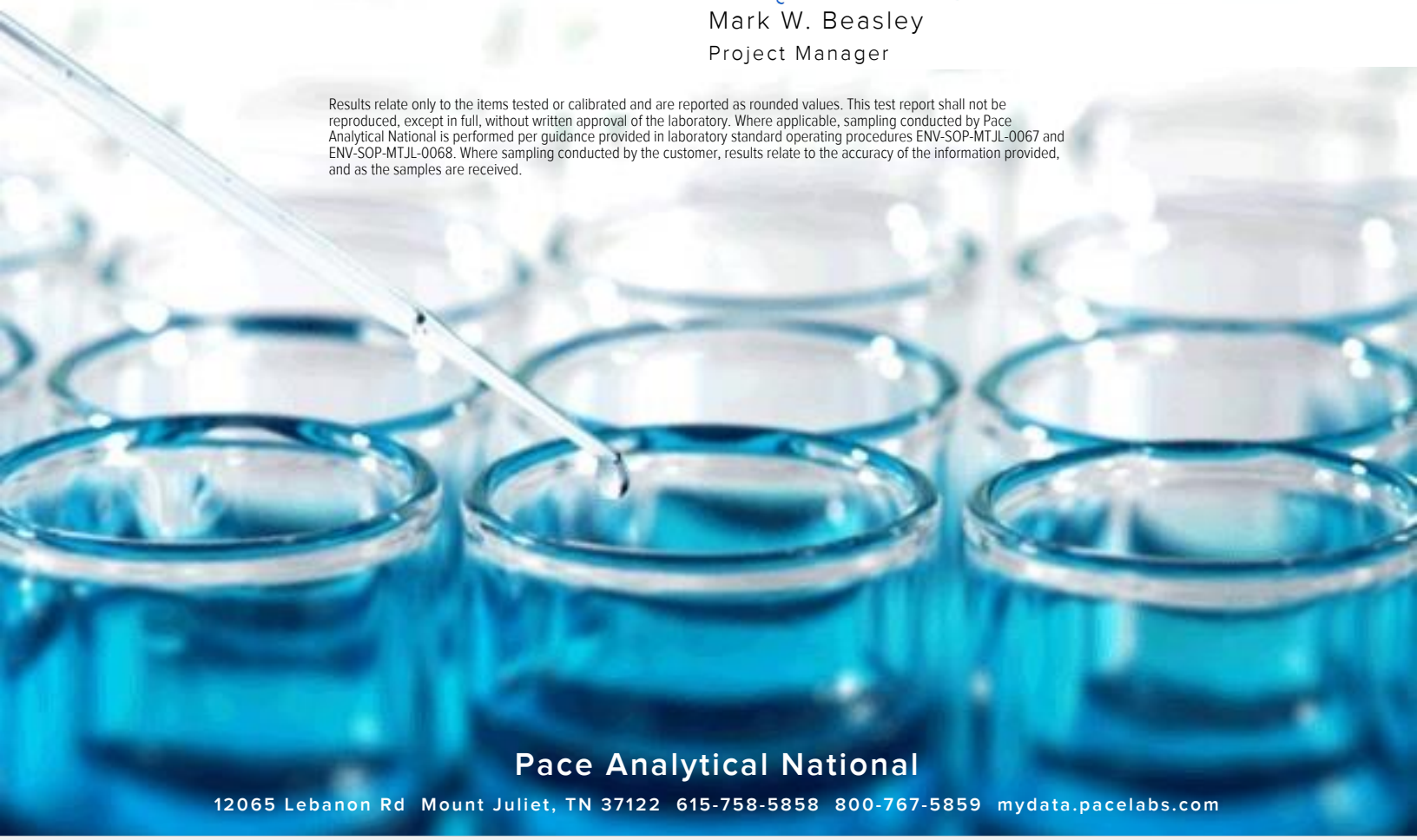
Sample Delivery Group:	L1788168
Samples Received:	10/11/2024
Project Number:	024-03935
Description:	COF Old Shooting Range

Report To: Elizabeth Studebaker
3537 N. Steele Blvd, Ste 310
Fayetteville, AR 72703

Entire Report Reviewed By:

Mark W. Beasley
Project Manager

Results relate only to the items tested or calibrated and are reported as rounded values. This test report shall not be reproduced, except in full, without written approval of the laboratory. Where applicable, sampling conducted by Pace Analytical National is performed per guidance provided in laboratory standard operating procedures ENV-SOP-MTJL-0067 and ENV-SOP-MTJL-0068. Where sampling conducted by the customer, results relate to the accuracy of the information provided, and as the samples are received.



Pace Analytical National
12065 Lebanon Rd Mount Juliet, TN 37122 615-758-5858 800-767-5859 mydata.pacelabs.com

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SAMPLE SUMMARY

A-1 (0-1') L1788168-01 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/08/24 10:03 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381432	1	10/15/24 23:07	10/16/24 12:11	DJS	Mt. Juliet, TN

B-1 (0-1') L1788168-02 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/08/24 10:30 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381432	1	10/15/24 23:07	10/16/24 12:13	DJS	Mt. Juliet, TN

B-1 (1.6-1.8') L1788168-03 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/08/24 11:15 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381432	1	10/15/24 23:07	10/16/24 12:14	DJS	Mt. Juliet, TN

B-2 (0-1') L1788168-04 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/08/24 11:40 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381432	1	10/15/24 23:07	10/16/24 12:16	DJS	Mt. Juliet, TN

B-2 (1.8-2.0') L1788168-05 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/08/24 13:20 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	1	10/18/24 08:25	10/18/24 19:30	MAP	Mt. Juliet, TN

B-3 (0-1') L1788168-06 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/08/24 13:36 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381432	1	10/15/24 23:07	10/16/24 12:18	DJS	Mt. Juliet, TN

B-3 (1.8-2.0') L1788168-07 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/08/24 13:45 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381432	1	10/15/24 23:07	10/16/24 11:30	DJS	Mt. Juliet, TN

B-3 (2.0-2.5') L1788168-08 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/08/24 13:50 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381432	1	10/15/24 23:07	10/16/24 11:32	DJS	Mt. Juliet, TN

B-4 (0-1') L1788168-09 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/08/24 14:15 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381432	1	10/15/24 23:07	10/16/24 11:34	DJS	Mt. Juliet, TN

B-4 (1.8-2.0') L1788168-10 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/08/24 14:38 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381432	1	10/15/24 23:07	10/16/24 11:35	DJS	Mt. Juliet, TN

B-5 (0-1') L1788168-11 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/09/24 08:13 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381432	1	10/15/24 23:07	10/16/24 11:37	DJS	Mt. Juliet, TN

B-5 (1.8-2.0') L1788168-12 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/09/24 08:28 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	1	10/18/24 08:25	10/18/24 19:31	MAP	Mt. Juliet, TN

B-6 (0-1') L1788168-13 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/09/24 08:51 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	1	10/18/24 08:25	10/18/24 19:21	MAP	Mt. Juliet, TN

B-6 (1.7-1.9') L1788168-14 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/09/24 09:12 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	1	10/18/24 08:25	10/18/24 19:33	MAP	Mt. Juliet, TN

C-2 (0-1') L1788168-15 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/09/24 10:17 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	10	10/18/24 08:25	10/18/24 22:01	MAP	Mt. Juliet, TN

D-1 (0-0.5') L1788168-16 Solid

Collected by: Elizabeth Studebaker | Collected date/time: 10/09/24 11:07 | Received date/time: 10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	1	10/18/24 08:25	10/18/24 22:04	MAP	Mt. Juliet, TN

D-2 (0-1') L1788168-17 Solid

Collected by	Collected date/time	Received date/time
Elizabeth Studebaker	10/09/24 11:20	10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	1	10/18/24 08:25	10/18/24 19:42	MAP	Mt. Juliet, TN

D-3 (0-1') L1788168-18 Solid

Collected by	Collected date/time	Received date/time
Elizabeth Studebaker	10/09/24 11:33	10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	1	10/18/24 08:25	10/18/24 19:44	MAP	Mt. Juliet, TN

D-4 (0-1') L1788168-19 Solid

Collected by	Collected date/time	Received date/time
Elizabeth Studebaker	10/09/24 11:40	10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	1	10/18/24 08:25	10/18/24 19:45	MAP	Mt. Juliet, TN

C-2 (2-3') L1788168-20 Solid

Collected by	Collected date/time	Received date/time
Elizabeth Studebaker	10/10/24 07:10	10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	5	10/18/24 08:25	10/18/24 22:07	MAP	Mt. Juliet, TN

C-2 (3-4') L1788168-21 Solid

Collected by	Collected date/time	Received date/time
Elizabeth Studebaker	10/10/24 07:15	10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	5	10/18/24 08:25	10/18/24 22:09	MAP	Mt. Juliet, TN

C-3 (0-1') L1788168-22 Solid

Collected by	Collected date/time	Received date/time
Elizabeth Studebaker	10/10/24 07:20	10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	5	10/18/24 08:25	10/18/24 22:12	MAP	Mt. Juliet, TN

C-3 (2-3') L1788168-23 Solid

Collected by	Collected date/time	Received date/time
Elizabeth Studebaker	10/10/24 07:25	10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	5	10/18/24 08:25	10/18/24 22:15	MAP	Mt. Juliet, TN

C-4 (0-1') L1788168-24 Solid

Collected by	Collected date/time	Received date/time
Elizabeth Studebaker	10/10/24 07:48	10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	1	10/18/24 08:25	10/18/24 19:54	MAP	Mt. Juliet, TN

C-4 (2-3') L1788168-25 Solid

Collected by	Collected date/time	Received date/time
Elizabeth Studebaker	10/10/24 07:50	10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	1	10/18/24 08:25	10/18/24 19:59	MAP	Mt. Juliet, TN

C-1 (0-1') L1788168-26 Solid

Collected by	Collected date/time	Received date/time
Elizabeth Studebaker	10/10/24 08:27	10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	1	10/18/24 08:25	10/18/24 20:01	MAP	Mt. Juliet, TN

C-1 (2-3') L1788168-27 Solid

Collected by	Collected date/time	Received date/time
Elizabeth Studebaker	10/10/24 08:30	10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	1	10/18/24 08:25	10/18/24 20:03	MAP	Mt. Juliet, TN

C-5 (0-1') L1788168-28 Solid

Collected by	Collected date/time	Received date/time
Elizabeth Studebaker	10/10/24 08:37	10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	1	10/18/24 08:25	10/18/24 20:05	MAP	Mt. Juliet, TN

C-5 (2-3') L1788168-29 Solid

Collected by	Collected date/time	Received date/time
Elizabeth Studebaker	10/10/24 08:40	10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	1	10/18/24 08:25	10/18/24 20:06	MAP	Mt. Juliet, TN

C-6 (0-1') L1788168-30 Solid

Collected by	Collected date/time	Received date/time
Elizabeth Studebaker	10/10/24 08:51	10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381402	1	10/18/24 08:25	10/18/24 20:08	MAP	Mt. Juliet, TN

C-6 (2-3') L1788168-31 Solid

Collected by	Collected date/time	Received date/time
Elizabeth Studebaker	10/10/24 08:55	10/11/24 09:00

Method	Batch	Dilution	Preparation date/time	Analysis date/time	Analyst	Location
Metals (ICP) by Method 6010B	WG2381400	1	10/16/24 16:30	10/17/24 20:10	MAP	Mt. Juliet, TN

CASE NARRATIVE

All sample aliquots were received at the correct temperature, in the proper containers, with the appropriate preservatives, and within method specified holding times, unless qualified or notated within the report. Where applicable, all MDL (LOD) and RDL (LOQ) values reported for environmental samples have been corrected for the dilution factor used in the analysis. All Method and Batch Quality Control are within established criteria except where addressed in this case narrative, a non-conformance form or properly qualified within the sample results. By my digital signature below, I affirm to the best of my knowledge, all problems/anomalies observed by the laboratory as having the potential to affect the quality of the data have been identified by the laboratory, and no information or data have been knowingly withheld that would affect the quality of the data.

Mark W. Beasley
Project Manager

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	142		0.208	0.500	1	10/16/2024 12:11	WG2381432

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	7.26		0.208	0.500	1	10/16/2024 12:13	WG2381432

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	17.2		0.208	0.500	1	10/16/2024 12:14	WG2381432

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	27.1		0.208	0.500	1	10/16/2024 12:16	WG2381432

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	12.7		0.208	0.500	1	10/18/2024 19:30	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	331		0.208	0.500	1	10/16/2024 12:18	WG2381432

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	13.5		0.208	0.500	1	10/16/2024 11:30	WG2381432

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	23.6		0.208	0.500	1	10/16/2024 11:32	WG2381432

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	7.04		0.208	0.500	1	10/16/2024 11:34	WG2381432

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	18.1		0.208	0.500	1	10/16/2024 11:35	WG2381432

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	60.2		0.208	0.500	1	10/16/2024 11:37	WG2381432

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	16.4		0.208	0.500	1	10/18/2024 19:31	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	235	J6	0.208	0.500	1	10/18/2024 19:21	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	36.0		0.208	0.500	1	10/18/2024 19:33	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	75400		2.08	5.00	10	10/18/2024 22:01	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	82.8		0.208	0.500	1	10/18/2024 22:04	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	48.5		0.208	0.500	1	10/18/2024 19:42	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	85.6		0.208	0.500	1	10/18/2024 19:44	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	10.4		0.208	0.500	1	10/18/2024 19:45	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	10100		1.04	2.50	5	10/18/2024 22:07	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	15200		1.04	2.50	5	10/18/2024 22:09	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	13500		1.04	2.50	5	10/18/2024 22:12	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	14300		1.04	2.50	5	10/18/2024 22:15	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	1900		0.208	0.500	1	10/18/2024 19:54	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	271		0.208	0.500	1	10/18/2024 19:59	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	153		0.208	0.500	1	10/18/2024 20:01	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	24.6		0.208	0.500	1	10/18/2024 20:03	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	252		0.208	0.500	1	10/18/2024 20:05	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	219		0.208	0.500	1	10/18/2024 20:06	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	1200		0.208	0.500	1	10/18/2024 20:08	WG2381402

Metals (ICP) by Method 6010B

Analyte	Result	Qualifier	MDL	RDL	Dilution	Analysis	Batch
	mg/kg		mg/kg	mg/kg		date / time	
Lead	273	J3 J5	0.208	0.500	1	10/17/2024 20:10	WG2381400

Method Blank (MB)

(MB) R4134303-1 10/17/24 20:06

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Lead	0.291	J	0.208	0.500

Laboratory Control Sample (LCS)

(LCS) R4134303-2 10/17/24 20:08

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Lead	100	98.1	98.1	80.0-120	

L1788168-31 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1788168-31 10/17/24 20:10 • (MS) R4134303-5 10/17/24 20:15 • (MSD) R4134303-6 10/17/24 20:17

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Lead	100	273	1470	383	1190	110	1	75.0-125	J5	J3	117	20

Method Blank (MB)

(MB) R4134804-1 10/18/24 19:18

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Lead	U		0.208	0.500

Laboratory Control Sample (LCS)

(LCS) R4134804-2 10/18/24 19:19

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Lead	100	108	108	80.0-120	

L1788168-13 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1788168-13 10/18/24 19:21 • (MS) R4134804-5 10/18/24 19:26 • (MSD) R4134804-6 10/18/24 19:28

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Lead	100	235	190	195	0.000	0.000	1	75.0-125	J6	J6	2.63	20

Method Blank (MB)

(MB) R4133481-1 10/16/24 11:42

Analyte	MB Result mg/kg	MB Qualifier	MB MDL mg/kg	MB RDL mg/kg
Lead	U		0.208	0.500

Laboratory Control Sample (LCS)

(LCS) R4133481-2 10/16/24 11:44

Analyte	Spike Amount mg/kg	LCS Result mg/kg	LCS Rec. %	Rec. Limits %	LCS Qualifier
Lead	100	97.2	97.2	80.0-120	

L1787851-08 Original Sample (OS) • Matrix Spike (MS) • Matrix Spike Duplicate (MSD)

(OS) L1787851-08 10/16/24 11:46 • (MS) R4133481-5 10/16/24 11:51 • (MSD) R4133481-6 10/16/24 11:52

Analyte	Spike Amount mg/kg	Original Result mg/kg	MS Result mg/kg	MSD Result mg/kg	MS Rec. %	MSD Rec. %	Dilution	Rec. Limits %	MS Qualifier	MSD Qualifier	RPD %	RPD Limits %
Lead	100	10.6	109	105	98.1	94.0	1	75.0-125			3.90	20

GLOSSARY OF TERMS

Guide to Reading and Understanding Your Laboratory Report

The information below is designed to better explain the various terms used in your report of analytical results from the Laboratory. This is not intended as a comprehensive explanation, and if you have additional questions please contact your project representative.

Results Disclaimer - Information that may be provided by the customer, and contained within this report, include Permit Limits, Project Name, Sample ID, Sample Matrix, Sample Preservation, Field Blanks, Field Spikes, Field Duplicates, On-Site Data, Sampling Collection Dates/Times, and Sampling Location. Results relate to the accuracy of this information provided, and as the samples are received.

Abbreviations and Definitions

MDL	Method Detection Limit.
RDL	Reported Detection Limit.
Rec.	Recovery.
RPD	Relative Percent Difference.
SDG	Sample Delivery Group.
U	Not detected at the Reporting Limit (or MDL where applicable).
Analyte	The name of the particular compound or analysis performed. Some Analyses and Methods will have multiple analytes reported.
Dilution	If the sample matrix contains an interfering material, the sample preparation volume or weight values differ from the standard, or if concentrations of analytes in the sample are higher than the highest limit of concentration that the laboratory can accurately report, the sample may be diluted for analysis. If a value different than 1 is used in this field, the result reported has already been corrected for this factor.
Limits	These are the target % recovery ranges or % difference value that the laboratory has historically determined as normal for the method and analyte being reported. Successful QC Sample analysis will target all analytes recovered or duplicated within these ranges.
Original Sample	The non-spiked sample in the prep batch used to determine the Relative Percent Difference (RPD) from a quality control sample. The Original Sample may not be included within the reported SDG.
Qualifier	This column provides a letter and/or number designation that corresponds to additional information concerning the result reported. If a Qualifier is present, a definition per Qualifier is provided within the Glossary and Definitions page and potentially a discussion of possible implications of the Qualifier in the Case Narrative if applicable.
Result	The actual analytical final result (corrected for any sample specific characteristics) reported for your sample. If there was no measurable result returned for a specific analyte, the result in this column may state “ND” (Not Detected) or “BDL” (Below Detectable Levels). The information in the results column should always be accompanied by either an MDL (Method Detection Limit) or RDL (Reporting Detection Limit) that defines the lowest value that the laboratory could detect or report for this analyte.
Uncertainty (Radiochemistry)	Confidence level of 2 sigma.
Case Narrative (Cn)	A brief discussion about the included sample results, including a discussion of any non-conformances to protocol observed either at sample receipt by the laboratory from the field or during the analytical process. If present, there will be a section in the Case Narrative to discuss the meaning of any data qualifiers used in the report.
Quality Control Summary (Qc)	This section of the report includes the results of the laboratory quality control analyses required by procedure or analytical methods to assist in evaluating the validity of the results reported for your samples. These analyses are not being performed on your samples typically, but on laboratory generated material.
Sample Chain of Custody (Sc)	This is the document created in the field when your samples were initially collected. This is used to verify the time and date of collection, the person collecting the samples, and the analyses that the laboratory is requested to perform. This chain of custody also documents all persons (excluding commercial shippers) that have had control or possession of the samples from the time of collection until delivery to the laboratory for analysis.
Sample Results (Sr)	This section of your report will provide the results of all testing performed on your samples. These results are provided by sample ID and are separated by the analyses performed on each sample. The header line of each analysis section for each sample will provide the name and method number for the analysis reported.
Sample Summary (Ss)	This section of the Analytical Report defines the specific analyses performed for each sample ID, including the dates and times of preparation and/or analysis.

Qualifier	Description
J	The identification of the analyte is acceptable; the reported value is an estimate.
J3	The associated batch QC was outside the established quality control range for precision.
J5	The sample matrix interfered with the ability to make any accurate determination; spike value is high.
J6	The sample matrix interfered with the ability to make any accurate determination; spike value is low.

ACCREDITATIONS & LOCATIONS

Pace Analytical National 12065 Lebanon Rd Mount Juliet, TN 37122

Alabama	40660	Nebraska	NE-OS-15-05
Alaska	17-026	Nevada	TN000032021-1
Arizona	AZ0612	New Hampshire	2975
Arkansas	88-0469	New Jersey–NELAP	TN002
California	2932	New Mexico [1]	TN00003
Colorado	TN00003	New York	11742
Connecticut	PH-0197	North Carolina	Env375
Florida	E87487	North Carolina [1]	DW21704
Georgia	NELAP	North Carolina [3]	41
Georgia [1]	923	North Dakota	R-140
Idaho	TN00003	Ohio–VAP	CL0069
Illinois	200008	Oklahoma	9915
Indiana	C-TN-01	Oregon	TN200002
Iowa	364	Pennsylvania	68-02979
Kansas	E-10277	Rhode Island	LAO000356
Kentucky [1 6]	KY90010	South Carolina	84004002
Kentucky [2]	16	South Dakota	n/a
Louisiana	AI30792	Tennessee [1 4]	2006
Louisiana	LA018	Texas	T104704245-20-18
Maine	TN00003	Texas [5]	LAB0152
Maryland	324	Utah	TN000032021-11
Massachusetts	M-TN003	Vermont	VT2006
Michigan	9958	Virginia	110033
Minnesota	047-999-395	Washington	C847
Mississippi	TN00003	West Virginia	233
Missouri	340	Wisconsin	998093910
Montana	CERT0086	Wyoming	A2LA
A2LA – ISO 17025	1461.01	AIHA-LAP,LLC EMLAP	100789
A2LA – ISO 17025 [5]	1461.02	DOD	1461.01
Canada	1461.01	USDA	P330-15-00234
EPA–Crypto	TN00003		

[1] Drinking Water [2] Underground Storage Tanks [3] Aquatic Toxicity [4] Chemical/Microbiological [5] Mold [6] Wastewater n/a Accreditation not applicable

* Not all certifications held by the laboratory are applicable to the results reported in the attached report.

* Accreditation is only applicable to the test methods specified on each scope of accreditation held by Pace Analytical.

Company Name/Address:
FTN Associates - Little Rock, AR

3537 N. Steele Blvd, Ste 310
Fayetteville, AR 72703

Billing Information:
Attn: Accounts Payable
PO 84608
Lincoln, NE 68501

Pres Chk

Analysis / Container / Preservative

Chain of Custody Page 1 of 4

Pace
PEOPLE ADVANCING SCIENCE

MT JULIET, TN
12065 Lebanon Rd Mount Juliet, TN 37122
Submitting a sample via this chain of custody constitutes acknowledgment and acceptance of the Pace Terms and Conditions found at: https://info.pacelabs.com/hubfs/pas-standard-terms.pdf

Report to:
Elizabeth Studebaker

Email To:
estudebaker@olsson.com;cnunn@olsson.com

Project Description:
COF Old Shooting Range

City/State Collected: Fayetteville, AR

Please Circle: PT MT (CT) ET

Phone: **479-443-3404**

Client Project #
024-03935

Lab Project #
FTNLRAR-02403935

SDG # 178818

D056

Collected by (print):
Elizabeth Studebaker

Site/Facility ID #

P.O. #

Collected by (signature):

Rush? (Lab MUST Be Notified)
___ Same Day ___ Five Day
___ Next Day ___ 5 Day (Rad Only)
___ Two Day ___ 10 Day (Rad Only)
___ Three Day

Quote #

Date Results Needed

Immediately Packed on Ice N ___ Y X

Acctnum: **FTNLRAR**
Template: **T261352**
Prelogin: **P1105927**
PM: **134 - Mark W. Beasley**
PB:
Shipped Via:

Sample ID	Comp/Grab	Matrix *	Depth	Date	Time	No. of Cntrs	PBICP 4ozClr-NoPres	Remarks	Sample # (lab only)
A-1(0-1')	C	SS		10/8/24	1003	1	1		-01
B-1(0-1')		SS			1030				-02
B-1(1.6-1.8')		SS			1115				-03
B-2(0-1)		SS			1140				-04
B-2(1.8-2.0)		SS			1320				-05
B-3(0-1)		SS			1330				-06
B-3(1.8-2.0)		SS			1345				-07
B-3(2.0-2.5)		SS			1350				-08
B-4(0-1)		SS			1415				-09
B-4(1.8-2.0)	↓	SS		↓	1438	↓	↓		-10

* Matrix:
SS - Soil **AIR** - Air **F** - Filter
GW - Groundwater **B** - Bioassay
WW - WasteWater
DW - Drinking Water
OT - Other_____

Remarks:

pH _____ Temp _____

Flow _____ Other _____

Samples returned via:
__ UPS __ FedEx __ Courier _____

Tracking # 7315 3201 0986

Sample Receipt Checklist
COC Seal Present/Intact: __NP Y N
COC Signed/Accurate: Y N
Bottles arrive intact: Y N
Correct bottles used: Y N
Sufficient volume sent: Y N
If Applicable
VOA Zero Headspace: __Y __N
Preservation Correct/Checked: __Y __N
RAD Screen <0.5 mR/hr: __Y __N

Relinquished by : (Signature)	Date:	Time:	Received by: (Signature)	Trip Blank Received: Yes / No HCL / MeoH TBR
	10/10/24	0920		
Relinquished by : (Signature)	Date:	Time:	Received by: (Signature)	Temp: °C Bottles Received: .9 +.3=1.2
Relinquished by : (Signature)	Date:	Time:	Received for lab by: (Signature)	Date: 10-11-24 Time: 9:00

If preservation required by Login: Date/Time

Hold: Condition: NCF / OK

Company Name/Address:
FTN Associates - Little Rock, AR

3537 N. Steele Blvd, Ste 310
Fayetteville, AR 72703

Billing Information:
Attn: Accounts Payable
PO 84608
Lincoln, NE 68501

Pres Chk

Report to:
Elizabeth Studebaker

Email To:
estudebaker@olsson.com;cnunn@olsson.com

Project Description:
COF Old Shooting Range

City/State Collected: Fayetteville, AR

Please Circle: PT MT (CT) ET

Phone: **479-443-3404**

Client Project #
024-03935

Lab Project #
FTNLRAR-02403935

Collected by (print): Elizabeth Studebaker

Site/Facility ID #

P.O. #

Collected by (signature):

Rush? (Lab MUST Be Notified)
___ Same Day ___ Five Day
___ Next Day ___ 5 Day (Rad Only)
___ Two Day ___ 10 Day (Rad Only)
___ Three Day

Quote #

Date Results Needed

Immediately Packed on Ice N___ Y X

No. of Cntrs

Analysis / Container / Preservative: PBICP 4ozClr-NoPres

Sample ID	Comp/Grab	Matrix *	Depth	Date	Time	No. of Cntrs	PBICP 4ozClr-NoPres	Remarks	Sample # (lab only)
B-5(0-1)	C	SS		10/9/24	0813	1	X		-11
B-5(1.8-2.0)		SS			0828				-12
B-6(0-1)		SS			0851				-13
B-6(1.7-1.9)		SS			0912				-14
C-2(0-1)		SS			1017				-15
D-1(0-0.5)		SS			1107				-16
D-2(0-1)		SS			1120				-17
B-3(0-1)		SS			1133				-18
D-4(0-1)		SS			1140				-19
C-2(2-3)		SS		10/9/24	0710				-20

* Matrix:
SS - Soil **AIR** - Air **F** - Filter
GW - Groundwater **B** - Bioassay
WW - WasteWater
DW - Drinking Water
OT - Other_____

Remarks:

pH _____ Temp _____

Flow _____ Other _____

Samples returned via:
__ UPS __ FedEx __ Courier _____

Tracking # 7315 3201 9830

Relinquished by: (Signature) — Date: 10/10/24 — Time: 0924

Received by: (Signature)

Trip Blank Received: Yes / (No) HCL / MeoH TBR

Relinquished by: (Signature) — Date: — Time:

Received by: (Signature)

Temp: °C Bottles Received: .9+.3=1.2

If preservation required by Login: Date/Time

Relinquished by : (Signature) — Date: — Time:

Received for lab by: (Signature)

Date: 10-11-24 Time: 9:00

Hold:

Condition: NCF / (OK)

Sample Receipt Checklist

COC Seal Present/Intact:	NP	Y N
COC Signed/Accurate:		Y N
Bottles arrive intact:		Y N
Correct bottles used:		Y N
Sufficient volume sent:		Y N
If Applicable		
VOA Zero Headspace:		Y N
Preservation Correct/Checked:		Y N
RAD Screen <0.5 mR/hr:		Y N

Chain of Custody Page 2 of 4

Pace
PEOPLE ADVANCING SCIENCE

MT JULIET, TN

12065 Lebanon Rd Mount Juliet, TN 37122
Submitting a sample via this chain of custody constitutes acknowledgment and acceptance of the Pace Terms and Conditions found at: https://info.pacelabs.com/hubfs/pas-standard-terms.pdf

SDG # 178818

Table #

Acctnum: **FTNLRAR**

Template: **T261352**

Prelogin: **P1105927**

PM: **134 - Mark W. Beasley**

PB:

Shipped Via:

Company Name/Address:
FTN Associates - Little Rock, AR

3537 N. Steele Blvd, Ste 310
Fayetteville, AR 72703

Billing Information:
Attn: Accounts Payable
PO 84608
Lincoln, NE 68501

Pres Chk

Analysis / Container / Preservative

Chain of Custody Page 3 of 4

Pace
PEOPLE ADVANCING SCIENCE

MT JULIET, TN
12065 Lebanon Rd Mount Juliet, TN 37122
Submitting a sample via this chain of custody constitutes acknowledgment and acceptance of the Pace Terms and Conditions found at: https://info.pacelabs.com/hubfs/pas-standard-terms.pdf

Report to: **Elizabeth Studebaker**

Email To: **estudebaker@olsson.com;cnunn@olsson.com**

Project Description: **COF Old Shooting Range**

City/State Collected: Fayetteville, AR

Please Circle: PT MT (CT) ET

Phone: **479-443-3404**

Client Project # **024-03935**

Lab Project # **FTNLRAR-02403935**

SDG # 178818

Table #

Collected by (print): Elizabeth Studebaker

Site/Facility ID #

P.O. #

Acctnum: **FTNLRAR**

Collected by (signature):

Rush? (Lab MUST Be Notified)
___ Same Day ___ Five Day
___ Next Day ___ 5 Day (Rad Only)
___ Two Day ___ 10 Day (Rad Only)
___ Three Day

Quote #

Date Results Needed

Template: **T261352**

Prelogin: **P1105927**

PM: **134 - Mark W. Beasley**

PB:

Immediately Packed on Ice N ___ Y X

Shipped Via:

Sample ID	Comp/Grab	Matrix *	Depth	Date	Time	No. of Cntrs	X PBICP 4ozClr-NoPres	Remarks	Sample # (lab only)
C-2(3-4)	C	SS		10/10/24	0715	1	X		-21
C-3(0-1)		SS			0720				-22
C-3(2-3)		SS			0725				-23
C-4(0-1)		SS			0748				-24
C-4(2-3)		SS			0750				-25
C-1(0-1)		SS			0827				-26
C-1(~~0-2~~ 2-3)		SS			0830				-27
C-5(0-1)		SS			0837				-28
C-5(2-3)		SS			0840				-29
C-6(0-1)		SS			0851				-30

* Matrix:
SS - Soil **AIR** - Air **F** - Filter
GW - Groundwater **B** - Bioassay
WW - WasteWater
DW - Drinking Water
OT - Other_____

Remarks:

pH _____ Temp _____

Flow _____ Other _____

Samples returned via:
__ UPS __ FedEx __ Courier _____

Tracking # 7315 3201 9830

Sample Receipt Checklist

COC Seal Present/Intact:	NP	Y N
COC Signed/Accurate:		Y N
Bottles arrive intact:		Y N
Correct bottles used:		Y N
Sufficient volume sent:		Y N
If Applicable		
VOA Zero Headspace:		Y N
Preservation Correct/Checked:		Y N
RAD Screen <0.5 mR/hr:		Y N

Relinquished by: (Signature)	Date: 10/10/24	Time: 0920	Received by: (Signature)	Trip Blank Received: Yes (No) HCL / MeoH TBR	
Relinquished by: (Signature)	Date:	Time:	Received by: (Signature)	Temp: °C .9 t.3 =1.2 Bottles Received:	If preservation required by Login: Date/Time
Relinquished by: (Signature)	Date:	Time:	Received for lab by: (Signature)	Date: 10-11-24 Time: 9:00	Hold: Condition: NCF / OK

Company Name/Address:
FTN Associates - Little Rock, AR

3537 N. Steele Blvd, Ste 310
Fayetteville, AR 72703

Billing Information:
Attn: Accounts Payable
PO 84608
Lincoln, NE 68501

Pres Chk

Report to:
Elizabeth Studebaker

Email To:
estudebaker@olsson.com;cnunn@olsson.com

Project Description:
COF Old Shooting Range

City/State Collected: Fayetteville, AR

Please Circle: PT MT (CT) ET

Phone: **479-443-3404**

Client Project #
024-03935

Lab Project #
FTNLRAR-02403935

Collected by (print): Elizabeth Studebaker

Site/Facility ID #

P.O. #

Collected by (signature): Elizabeth Studebaker

Rush? (Lab MUST Be Notified)
___ Same Day ___ Five Day
___ Next Day ___ 5 Day (Rad Only)
___ Two Day ___ 10 Day (Rad Only)
___ Three Day

Date Results Needed

Quote #

Immediately Packed on Ice N ___ Y X

Sample ID	Comp/Grab	Matrix *	Depth	Date	Time	No. of Cntrs	PBICP 4ozClr-NoPres										Remarks	Sample # (lab only)
C-6(2-3)	C	SS		10/10/24	0855	1	X											-31
		SS																
		SS																
		SS																
		SS																
		SS																

Analysis / Container / Preservative

Chain of Custody Page 4 of 4

Pace
PEOPLE ADVANCING SCIENCE

MT JULIET, TN
12065 Lebanon Rd Mount Juliet, TN 37122
Submitting a sample via this chain of custody constitutes acknowledgment and acceptance of the Pace Terms and Conditions found at: https://info.pacelabs.com/hubfs/pas-standard-terms.pdf

SDG # 1788168

Table #

Acctnum: **FTNLRAR**
Template: **T261352**
Prelogin: **P1105927**
PM: **134 - Mark W. Beasley**
PB:

Shipped Via:

* Matrix:
SS - Soil **AIR** - Air **F** - Filter
GW - Groundwater **B** - Bioassay
WW - WasteWater
DW - Drinking Water
OT - Other_____

Remarks:

pH _____ Temp _____
Flow _____ Other _____

Samples returned via:
__ UPS __ FedEx __ Courier _____

Tracking # 7315 3201 9830

Sample Receipt Checklist
COC Seal Present/Intact: __NP Y N
COC Signed/Accurate: Y N
Bottles arrive intact: Y N
Correct bottles used: Y N
Sufficient volume sent: Y N
If Applicable
VOA Zero Headspace: __Y __N
Preservation Correct/Checked: __Y __N
RAD Screen <0.5 mR/hr: Y __N

Relinquished by : (Signature)	Date:	Time:	Received by: (Signature)	Trip Blank Received: Yes / No HCL / MeoH TBR
Elizabeth Studebaker	10/10/24	0920		
Relinquished by : (Signature)	Date:	Time:	Received by: (Signature)	Temp: °C Bottles Received: .9 7.3 = 1.2
Relinquished by : (Signature)	Date:	Time:	Received for lab by: (Signature)	Date: 10-11-24 Time: 9:00

If preservation required by Login: Date/Time

Hold:

Condition: NCF / OK

Bid 25-57, Addendum 2

Date: Wednesday, January 14, 2026

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 25-57, Construction – Old Shooting Range Remediation

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

1. QUESTIONS:
    a. Would the contractor be allowed to leave larger trees (6 inches or greater) on the berm and work around the trees when excavating to remove the soil?
        - The contractor shall grub and clear all vegetation from the excavation areas. This will allow for the thorough removal of contaminated soil.
    b. Does the composting facility require the vegetation material be chipped?
        - No, the vegetation removed does not need to be chipped. The contractor shall deliver the material to a location near the composting facility indicated by the City of Fayetteville. The City shall be responsible for processing the removed material from there, including any necessary chipping.

Telecommunications Device for the Deaf TDD (479) 521-1316 113 West Mountain - Fayetteville, AR 72701

Bid 25-57 Addendum 2
Metals Treatment Technologies, LLC
Supplier Response

Event Information

Number:	Bid 25-57 Addendum 2
Title:	Construction - Old Shooting Range Remediation
Type:	Invitation to Bid
Issue Date:	12/21/2025
Deadline:	1/15/2026 02:00 PM (CT)
Notes:	The City of The City of Fayetteville is accepting sealed bids from properly licensed contractors to remediate an area previously used as a shooting range. Questions regarding this bid should be addressed to Kenny Fitch, Sr. Procurement Agent at kfitch@fayetteville-ar.gov.

Contact Information

Contact:	Kenny Fitch - Sr Procurement Agent
Address:	Purchasing City Hall Room 306 113 W. Mountain St. Fayetteville, AR 72701
Phone:	(479) 575-8258
Email:	kfitch@fayetteville-ar.gov

Metals Treatment Technologies, LLC Information

Address: 14045 W 66th Avenue
Arvada, CO 80004
Phone: (303) 456-6977

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

Ty Hendrickson
Signature

info@mt2.com
Email

Submitted at 1/15/2026 01:30:08 PM (CT)

Supplier Note

Line item #3 is reflects the City's credit for recycling an estimated 30,000 lbs. of lead

Requested Attachments

Signature Forms for Bid 25-57

MT2 Submittal _ Bid 25-57 _ 1.15.2026.pdf

Please attach your completed forms. These documents can be found in FILE #01 - PROJECT MANUAL in the Attachments tab. Please be sure to include ALL required information stated in the Project Manual.

Bid Bond for Bid 25-57

MT2 Bid Bond 25-57.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, Procurement Division before bid deadline and have a copy of the cashier's check uploaded with submittal.

Response Attachments

MT2 Statement of Qualifications.pdf

MT2 Statement of Qualifications

Bid Attributes

1	**Arkansas Secretary of State Filing Number:** 811211648
2	**Arkansas Contractor License Number:** *Contractor's License must have a classification relating to the scope prior to the award of this project.* 0478900426
3	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing. ☑ Yes, I agree ☐ No, I don't agree

4	**Check Yes or No:** Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing. ☑ Yes, I agree ☐ No, I don't agree
5	**Addendum Acknowledgement:** By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid. ☑ I agree

Bid Lines

1	Excavate and Process Lead Containing Materials (Solis in the backstop berm and beneath the shooting range floor)	Quantity: 650	UOM: CY	Price:	$209.88	Total: $136,422.00
2	Excavate and Process Lead Containing Materials (Degraded asphalt from shooting range floor)	Quantity: 125	UOM: CY	Price:	$309.78	Total: $38,722.50
3	Recycle Recovered Lead (estimated 30,000lbs)	Quantity: 1	UOM: LS	Price:	$-7,500.00	Total: $-7,500.00
4	Mobilization (Shall not exceed 5% of the base bid price, excluding Bonds and Insurance)	Quantity: 1	UOM: LS	Price:	$8,500.00	Total: $8,500.00
5	Bonds and Insurance	Quantity: 1	UOM: LS	Price:	$4,574.85	Total: $4,574.85

Response Total: $180,719.35

CITY OF FAYETTEVILLE ARKANSAS

Project Check List

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

[X] **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 Procurement Division.

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

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

[X] 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 Procurement Division. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed on Zoom. 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.

[X] Additional Information Requested:

- AR Secretary of State Filing #: 811211648 OR submit electronically.
- Arkansas Contractor License #: 0478900426 OR submit electronically.
- SAM Unique Entity Identifier #: KXMAF6B23493 OR submit electronically.
- Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
  - Submit electronically or circle applicable answer: (YES) *or* NO
- Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
  - Submit electronically or circle applicable answer: (YES) *or* NO

SECTION 02
BID FORM

Bid Number: 25-57, Construction – Old Shooting Range Remediation

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: Metals Treatment Technologies, LLC
14045 W 66th Avenue
Arvada, CO 80004

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 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	Date
1	Wednesday, January 07, 2026
2	Wednesday, January 14, 2026

B. Bidder 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. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.

D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.

E. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

F. Bidder has given Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Purchasing Division is acceptable to Bidder.

G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Bidder has not directly or indirectly induced or

solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

I. Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

J. The bid security attached in the sum of $ 5% of total bid is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

ARTICLE 4 - CONTRACT TIMES

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment 60 consecutive calendar days from the date established in a written notice to proceed. Total completion shall be 90 consecutive calendar days from the date established in a written notice to proceed. The bidder agrees to pay liquidated damages for each consecutive calendar day thereafter the total completion time.

5.02 Bidder accepts the provisions as to liquidated damages in the event of failure to complete the Work within the total completion time. Liquidated damages in the sum of $ 250.00 for each consecutive calendar day thereafter will be assessed.

ARTICLE 5 – TERMINOLOGY

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

SUBMITTED on January 15, 20 26.

Arkansas State Contractor License No. 0478900426

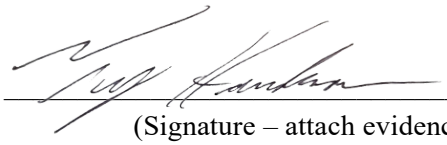
A Corporation

Corporation Name: Metals Treatment Technologies, LLC (SEAL)

~~State of Incorporation:~~ Registered in Colorado

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

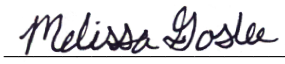
Limited liability company

By: 
(Signature – attach evidence of authority to sign)

Name (type or printed): Ty Hendrickson

Title: President

~~(CORPORATE SEAL)~~

Attest: 
~~(Signature of Corporate Secretary)~~

Business address: 14045 W 66th Avenue, Arvada, CO 80004

Phone No.: 303-456-6977 FAX No.: N/A

Tax ID No.: 84-1553446 UEI No.: KXMAF6B23493

END OF SECTION 02 – BID FORM

June 10, 2025

RE: Letter of Authorization

To whom it may concern:

Metals Treatment Technologies, LLC and its Sole Member MEP MT2 Holdings, LLC has authorized Ty Hendrickson, MT2 President, to execute contracts, financial documents, bonds and other official documents necessary for the conduct of the Company's business.

Sincerely,

Michael Burkett; Executive Vice President

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION

SECTION 03 – 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:

BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION

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

Subcontractor's Work	Subcontractor's Name and Address	Expected Percentage or Value
Clearing/Demolition	MT2 may subcontract the clearing and tree removal, along with transportation of cleared materials to the City compost facility	$6,000
Mechanical		
Plumbing		
Electrical		
Roofing/Sheet Metal		
Other (designate)		

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

Bidder's Signature

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION

Section 04

CONTRACTOR REFERENCES

The following information is required from all Bidders so all bids may be reviewed and properly evaluated:

COMPANY NAME: Metals Treatment Technologies, LLC

NUMBER OF YEARS IN BUSINESS: 25 HOW LONG IN PRESENT LOCATION: Approx. 19 years, since 2007

TOTAL NUMBER OF CURRENT EMPLOYEES: 41 FULL TIME 2 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 6 FULL TIME 0 PART TIME

MT2 will have two (2) personnel on-site performing work, with office personnel support, as needed

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. Pennsylvania Dept. of Environmental Protection
COMPANY NAME

Philipsburg, PA 16866
CITY, STATE, ZIP

Cheryl Sinclair, P.G.
CONTACT PERSON

570-327-3418
TELEPHONE

December 2022
DATE COMPLETED

csinclair@pa.gov
E-MAIL ADDRESS

2. Cascade Fisheries
COMPANY NAME

Cashmere, WA 98815
CITY, STATE, ZIP

Aaron Rosenblum, CERP, Project Manager
CONTACT PERSON

509-630-4160
TELEPHONE

October 2024
DATE COMPLETED

Aaron@ccfeg.org
E-MAIL ADDRESS

3. OPPD Fort Calhoun Station / Lueder Construction
COMPANY NAME

Between Fort Calhoun, and Blair, Nebraska
CITY, STATE, ZIP

Wes Buller
CONTACT PERSON

402-339-1000
TELEPHONE

August 2021
DATE COMPLETED

wbuller@lueder.com
E-MAIL ADDRESS

4. Atlantic County Firearms Training Center
COMPANY NAME

Egg Harbor Township, NJ 08234
CITY, STATE, ZIP

Sherman Hartman
CONTACT PERSON

609-626-0654
TELEPHONE

September 2025
DATE COMPLETED

Hartman_Sherman@aclink.org
E-MAIL ADDRESS

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION

SECTION 05
BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we

Metals Treatment Technologies, LLC

14045 W 66th Avenue

Arvada, CO 80004

as Principal, hereinafter called the Principal, and

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004-1403

a corporation duly organized under the laws of the State of **Pennsylvania** as Surety, hereinafter called Surety, are held and firmly bound unto

City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

as Obligee, hereinafter called Owner, in the sum of **Five Percent of the Total Amount Bid ----------** ---------- Dollars ($ **----------5%----------**), for the payment of which sum, well and truly to be made, Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted a Bid for:

BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION

NOW, THEREFORE, if the Owner shall accept the Bid of Principal and the Principal shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Bond or Bonds as may be specified in the Bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of Principal to enter such Contract and give such Bond or Bonds, if the Principal shall pay to the Owner the difference not to exceed the penalty hereof between the amount specified in said Bid and such larger amount for which the Owner may in good faith contract with another party to perform the Work covered by said Bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 25-57, CONSTRUCTION – OLD SHOOTING RANGE REMEDIATION

Signed and sealed this ~~8th~~ 12th day of **January** 20**26**.

PRINCIPAL (CORPORATE SEAL)

Metals Treatment Technologies, LLC

By _____

Ty Hendrickson, President

CONNIE M ZAVALA
Notary Public - State of Utah
Comm. No. 741693
My Commission Expires on
Feb 14, 2029

SURETY

Philadelphia Indemnity Insurance Company

By _____

Sarah C. Brown, Attorney-in-Fact

ATTORNEY-IN-FACT (CORPORATE SEAL)

_____

Ashlea Mercede McCaughey, Surety Witness

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF SECTION 05

PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Todd D. Bengford, Mark Sweigart, Donald E. Appleby Sarah C. Brown, Alissa K Cahalan, Ashlea McCaughey, Connor Oberg, and Lindsey Minutillo of Homes Murphy and Associates, LLC,** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **$50,000,000.**

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF OCTOBER 2024.

(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of October, 2024 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public: Vanessa McKenzie

Commonwealth of Pennsylvania - Notary Seal
Vanessa Mckenzie, Notary Public
Delaware County
My commission expires November 3, 2028
Commission number 1366394
Member, Pennsylvania Association of Notaries

residing at: Linwood, PA

My commission expires: November 3, 2028

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day October 2024 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 8th day of January, 2026.

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Statement of Qualifications

Prepared by:

Metals Treatment Technologies, LLC
14045 W 66th Avenue
Arvada, CO 80004
www.mt2.com
888-435-6645

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1.0 STATEMENT OF QUALIFICATIONS

Per section 4.0 Contractor / Subcontractor Qualification Requirements, MT2 offers the following statement of qualifications for this project.

1.1 ESTABLISHED OPERATING HISTORY

Since 2000, Metals Treatment Technologies, LLC (MT2) has been recognized as the Nation's Leading Environmental Firing Range Service Provider and the largest and most professional contractor. We have demonstrated unmatched credentials and capabilities at firing range projects nationwide for a wide variety of clients including military, law enforcement, local, state, and national government agencies, and private organizations. Our firing range services include firing range design/build, lead removal and recycling, contaminated soil stabilization, construction services, and complete range maintenance and remediation services for both indoor and outdoor firing ranges. Our customer value proposition is to offer industry-leading technology, superior field services, and knowledgeable environmental regulatory expertise to support sustained range operations, responsible operational maintenance, and closure/remediation services. ***Having successfully completed over 3,000 firing range projects nationwide,*** we can anticipate the types of issues potentially encountered during project development and execution, and mitigate the potential risks in advance. We have the experience and expertise to successfully meet the unique challenges presented by this Project, including but not limited to the various Federal, State, and County requirements. Clients in the region include, but are not limited to:

Arkansas
- Little Rock Air Force Base

Alabama
- Mountain Brook Police Department
- Browns Ferry Nuclear Plant
- USDA FS Alabama
- Dothan Regional Public Safety Center
- USDA FS AL Henry Creek
- FBI - Redstone Arsenal

Georgia
- Athens Clarke County Police Department
- Chatham County Sheriff's Department
- Clayton County Police Department
- Fulton County
- Georgia Dept of Natural Resources
- Georgia Bureau of Investigation
- Gwinnett County Police Training Center

Missouri
- Missouri Department of Conservation
- St. Louis County Police Department

Louisiana
- DeSoto Parish Sheriff's Office
- Plaquemines Parish
- NASA Stennis Space Center

Mississippi
- Gulfport Combat Readiness Training Center
- Jackson Police Department
- Meridian Public Safety Training Facility
- Mississippi Law Enforcement Officer's Training Academy

Oklahoma
- Edmond Police Department
- Oklahoma City Police Department
- Tinker Air Force Base
- Tulsa Police Department

Tennessee
- Shelby County
- Bartlett Police Department

The following project overviews contain additional project details for the references provided in the Bid Forms document.

Lower Peshastin Creek Lead Remediation Project: MT2 was contracted to remediate site soils containing lead shot that was deposited on the site from an historical gun range operation. This project was the first phase of a larger plan to restore fisheries habitat within Peshastin Creek. MT2 excatated a total of 2,689

CY within a high amount of boulders and rocks. This required diligent excavation to minimize soil quantities and meet clean-up criteria. MT2 implemented process to collect separated 1,090 pounds of lead shot for recycling. The processing of soils to remove lead shot (i.e., the fine fraction of the soil which was sieved to remove lead mass), allowed the processed soils to meet onsite disposal criteria was placed in the abandoned creek channel containment cell. Following all placement of the processed soil in the abandoned channel, those soils were capped with 1 ft of clean soil (< 25 mg/kg lead), which will adequately minimize potential exposures during placement of additional soils excavated during habitat restoration activities. Additionally, MT2 installed 138 bales of wood straw across all disturbed work areas.

Philipsburg Rod & Gun Club – PA: MT2 was subcontracted by Michael Baker International and the Pennsylvania Department of Environmental Protection to perform final excavation and chemical stabilization at the Former Philipsburg Rod & Gun Club site in Rush Township, Centre County, PA under the approved Final Remedial Action Plan (Michael Baker, 2021). Scope of work items included: site set-up with erosion control and access haul roads, clearing and grinding, excavation, screening/processing, lead shot fragment recovery, recycling, treatment, off-site disposal of waste at a Subtitle D landfill, backfill/topsoil/seeding/tree planting restoration, and decontamination. MT2 excavated a total of 37,400,000 lbs. of contaminated soil and the treatment criterion was to below the RCRA standard of 5 mg/l TCLP lead.

OPPD Fort Calhoun Station Firing Range / Lueder Construction; Fort Calhoun, NE: MT2 was contracted by Lueder Construction to support the remediation and decommissioning of the OPPD Fort Calhoun Station Firing Range in Nebraska. Services included excavation of lead-impacted soils within Remediation Areas to depths as identified in the Remedial Action Plan (RAP). MT2 utilized our proprietary dual stage separation system comprised to a screen plant to separate soil bullets **(17,340 lbs.)** from soils based on size and a pneumatic unit (PSU) to separate lead bullets and bullet fragments soils based on density on approximately 6,520 CY of excavated soils. During screening, water is added to soils via a sprinkling bar attached to the screen plant and a shroud may be used to control dust from the pneumatic separation unit PSU. MT2's **guaranteed ECOBOND® soil treatment** to ensured soils met RCRA <5.0mg/l TCLP Pb. MT2 coordinated the disposal of lead-impacted materials above 400 mg/kg (the RAL for Pb) at the selected off-site non-hazardous waste landfill of approximately **5,050 tons** of processed lead-impacted soils as Non-RCRA waste. No bonding required.

Atlantic County Firearms Training Center Impact Berm Maintenance Plan; NJ: MT2 was contracted to perform firing range maintenance for the County. Services included: site preparation, and clearing and grubbing activities as needed. Angerman was hired by approval of the County to conduct brush clearing for the installation of the irrigation system. MT2 excavated to an estimated depth of two (2) feet from the lead-impacted soils associated with the impact berms and one-half foot from the lead-impacted soils associated with the apron areas as needed. MT2 did maintain adequate dust control at all times meeting lead air quality standards established by NJDEP, USEPA and Montrose's air monitoring plan. MT2 completed physical separation of lead bullets and bullet fragments from range soils: ensuring 90-95% by weight removal of lead from impact berm soils and apron areas using proven enhanced separation equipment. The lead fragments were placed in containers to ensure that these materials are recycle-able and produce the optimal value from the selected recycler. MT2 utilized ECOBOND® to reduce the leachability of lead fines in soils and sediments to levels below the Toxicity Characteristic Leaching Procedure (TCLP) level of 5 mg/L to mitigate potential migration of lead via groundwater and surface

water pathways. MT2 did complete TCLP lead testing on the treated soils. One 5-point composite soil sample per 100 cubic yards shall be tested.

MT2 has the necessary experience and expertise combined with our commitment to environmental sustainability; innovative, cost-effective solutions; and stakeholder partnership to efficiently and effectively complete all elements of the scope of work. The following provides a summary of each team member and their specific areas of expertise.

MT2 is the #1 Largest Nationwide Professional Firing Range Lead Reclamation, Maintenance, Cleaning & Construction Contractor Specializing In:

- **Lead**: Treatment, Screening & Reclamation to MAXIMIZE Your Lead Value
- **Environmental**: EPA & OSHA Consulting, Remediation, Soil/Waste Treatment, and Closure
- **Maintenance**: Soil and Rubber Berms, Traps, Lead Remediation, and Range Improvements
- **Construction**: Renovation, Design/Build, Improvements, Dismantling/Demolition

INDUSTRY-LEADING EXPERTS: We offer proven capabilities executing projects under state and federal regulations that emphasize the use of innovative and sustainable remediation techniques. We deliver quality work completed safely, on time and within budget. Having successfully completed over 3,000 range projects, and therefore **we can anticipate the types of issues potentially encountered during project development and execution and mitigate the potential risks in advance**.

Knowledgeable Regulatory Support: Our customer value proposition is to offer industry-leading technology, superior field services, and knowledgeable environmental regulatory expertise to support sustained range operations, responsible operational maintenance, and closure/remediation services. ***Having successfully completed over 3,000 firing range projects nationwide, we can anticipate the types of issues potentially encountered during project development and execution, and mitigate the potential risks in advance.*** We have the experience and expertise to successfully meet the unique challenges presented by this Project, including but not limited to the various, local, state of Colorado, and Federal requirements including USEPA and OSHA.

Environmental Remediation: ***MT2's vast nationwide remediation experience allows us to identify potential areas of concern and proven methods in the design development for future maintenance/remediation requirements*** such as: Utilization of new and proven maintenance and remediation technologies to reduce the schedule and costs, while minimizing impacts to facility usage; and Liability Protection. MT2's knowledge and experience with firing range lead remediation has provided extensive knowledge on how to protect onsite employees, shooters, and the environment to mitigate potential physical, occupational, and environmental hazards associated with high concentrations of lead in range soils; as well as achieve compliance with OSHA, US EPA, State, and NRA and NSSF recommended firing range environmental Best Management Practices (BMPs).

FIRING RANGE SERVICES: With over 25 years' industry experience, MT2 is recognized as the nation's #1 environmental firing range nationwide service provider and the largest and most professional contractor. MT2 maintains strategic alliances with industry-leading experts who complement our core service lines. Therefore, we can deliver a complete range of investigative, A/E services, design, environmental remediation, construction, and waste management services from a single source. We offer proven capabilities executing projects under state and federal regulations that emphasize the use of innovative and sustainable remediation techniques. We deliver quality work completed safely, on time and within

budget. Having successfully completed over 3,000 projects nationwide, MT2 can anticipate the types of issues potentially encountered during project development and execution, and mitigate the potential risks in advance. We offer comprehensive project management, construction management, design, remediation, and restoration services. MT2 specializes in firing range design and specifications development, construction estimating, permitting, construction management, and lead management services ***with unmatched expertise in best management practices, standards, and regulations to ensure sustainable design measures and protection of shooters, the environment, and the community.***

Project Management

- Risk Management
- Quality Assurance/Quality Control
- Regulatory Compliance
- Environmental Planning and Assessment
- Procurement Management
- Subcontract Management
- Cost and Schedule Control

Construction Management

- Project Monitoring
- Managing construction activities
- Oversight
- Inspect work in progress
- Hazardous Materials Management

Range Evaluation and Consultation

- Range assessment, OSHA Health & Safety
- Range sustainability (NRA/NSSF Best Management Practices, regulatory Support)
- Assist with all aspects of range development

Range Cleaning and Remediation

- Range cleaning and Best Management Practices for continued range use
- Complete lead dust remediation for range closures
- Remove / replace filters utilizing Client provided (or MT2 provided) filters

Lead Reclamation/Recycling

- Recovery of bullets/bullet fragments from bullet trap
- MT2 has proprietary agreements with lead smelters/recyclers to leverage quantity-based pricing; resulting in the best market price for recycled lead on behalf of our customers
- Removal and transportation offsite of recovered range lead/brass

Range Maintenance/Improvements

- Design/build of range improvements
- Range maintenance
- Demolition of out of date range equipment / installation of new traps
- Shooting range cleaning and fixation of lead contaminated surfaces, reduction in airborne lead (booths, walls, floors, equipment, etc.)
- Installation or replacement of HVAC system

Treatment and Disposal of Range Waste as Non-Hazardous

- Proprietary and patented treatment process known as ECOBOND®
- Ensures disposed materials are less than EPA RCRA hazardous lead TCLP level of 5.0 mg/L Eliminate the need to generate expensive hazardous waste

1.2 SUFFICIENT COMPANY RESOURCES

MT2 can meet the requested minimum company assets, documented with audited financials. If MT2 is the most qualified, cost-effective provider, we would be able to share documentation to confirm.

1.3 PROVEN HEALTH AND SAFETY RECORD

Focus on Safety: MT2 integrates environmental safety and health into projects by maintaining a company focus on Safety and Health management. We maintain a Corporate Safety and Health Program and Company Certified Industrial Hygienist (CIH) that ensure compliance with all Federal State and local safety regulations and ensures compliance with our programs including safety and health training, medical surveillance and monitoring, reporting, etc.

Site safety starts with the project Work Plan (WP), Site-Specific Health and Safety Plan (HASP), Lead Compliance Plan (LCP), and Hazard Communication Plan. This will include a current copy of the Safety Data Sheet (SDS) for all chemicals associated with the project prior to start of fieldwork.

MT2 maintains that a high level of safety can be achieved by a thorough understanding and implementation of MT2's Activity Hazard Analyses (AHA) In addition, the MT2 strongly believes that the fostering of a safety culture mentality during the course of this project is essential. The schedule performance will never take precedence over safety. This will be implemented by conducting thorough and detailed daily safety briefings that will specifically address the planned activities for the day. This will include review of the AHA requirements (e.g., Tailgate Safety Meetings), before beginning work or a specific task. This will greatly contribute to the success of the project. The safety culture mentality ensures that all personnel share in the responsibility of establishing a safe workplace. All project staff will be encouraged to voice any concerns regarding project safety, offer feedback or suggestions that will improve project safety, and understand that the authority to pause or stop work exists, if an unsafe condition is present or perceived.

1.4 TRAINED PERSONNEL

Staff Experience and Expertise: Our personnel have on average 20+ years overall environmental experience including performing lead removal and lead maintenance. MT2 field personnel maintain the following training and certifications:

- ***OSHA 40 Hour HAZWOPER Training, 8-Hour Refresher (29 CFR 1910.120)***
- **8 Hour HAZWOPER Supervisor Training**
- ***Lead Standard of the Construction Industry (29 CFR 1926.62)***

1.5 INSURANCE

Please see a copy of MT2's certificate of insurance on the following page. MT2 understands that the General Liability Limits ($5M) and Pollution Limits ($5M) cannot be met through a combination of the Package (GL/Pollution/Professional) and Excess Liability, and we are working with our Broker / Carrier to increase coverage to meet project requirements.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2026

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 Holmes Murphy & Associates 2727 Grand Prairie Parkway Waukee IA 50263	**CONTACT NAME:** Velia Mancha **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** vmancha@holmesmurphy.com
INSURED METTREPC Metals Treatment Technologies, LLC 14045 West 66th Avenue Arvada, CO 80004	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Starr Surplus Lines Insurance Company — 13604 **INSURER B :** Firemens Insurance Company of WA, D.C. — 21784 **INSURER C :** Pinnacol Assurance Company — 41190 **INSURER D :** Zurich American Insurance Company — 16535 **INSURER E :** Atlantic Specialty Insurance Company — 27154 **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 37659 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X BI/PD Ded:$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			1000067113251	10/1/2025	10/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			CPA328385023	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	**UMBRELLA LIAB** X OCCUR X **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			1000337409251	10/1/2025	10/1/2026	EACH OCCURRENCE AGGREGATE	$ 8,000,000 $ 8,000,000
C D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		4226286 WC298299507	10/1/2025 10/1/2025	10/1/2026 10/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B E A	Leased/Rented Equipment Installation Floater Pollution/Professional Liab.			CPA328385023 7900359570003 1000067113251	10/1/2025 10/1/2025 10/1/2025	10/1/2026 10/1/2026 10/1/2026	$1,000,000 Limit $250,000 Limit $1Mil Occ/$2Mil Agg	$1,000 Deductible $2,500 Deductible $2,500 Deductible

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

Professional Liability Deductible: $15,000 per claim

Project: Construction – Old Shooting Range Remediation
Project Number: 25-57

The Certificate Holder is an Additional Insured on General Liability as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER

City of Fayetteville, Arkansas
113 W. Mountain
Procurement Division – Room 306
Fayetteville AR 72701

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

Kari Cooley

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

 © Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Where Required By Written Contract	Where Required By Written Contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

© Insurance Services Office, Inc., 2018

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED, PRIMARY AND NONCONTRIBUTORY AND WAIVER OF SUBROGATION AMENDATORY ENDORSEMENT

Policy Number: 1000067113251 **Effective Date:** 10/01/2025 at 12:01 A.M.
Named Insured: Metals Treatment Technologies, LLC dba MT2, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you and evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name Of Person(s) Or Organization(s):
Where Required By Written Contract

It is hereby agreed as follows:

1. **SECTION II - WHO IS AN INSURED** is amended to include the following:

   a. Any person(s) or organization(s) that you are required to include as an additional insured under this policy by written contract or written agreement or that is listed in the **SCHEDULE** above is an additional insured under this policy. Such additional insured status applies only with respect to liability arising out of "your work" for or on behalf of that person(s) or organization(s) pursuant to such written contract or written agreement.

   However, the insurance afforded to such additional insured(s):

   (1) only applies to the extent permitted by law; and

   (2) will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured(s).

   b. With respect to the insurance afforded to the additional insured(s), **SECTION III – LIMITS OF INSURANCE** is amended to include the following:

   The most we will pay on behalf of the additional insured(s) is the amount of insurance:

   (1) Required by the contract or agreement; or

   (2) Available under the applicable limits of insurance;

   whichever is less.

   This endorsement shall not increase the applicable limits of insurance.

2. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance** is amended to

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include the following, which supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under your policy provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

3. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **8. Transfer Of Rights Of Recovery Against Others To Us** is amended to include the following:

We waive any right of recovery against any person or organization, because of any payment we make under this policy, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

All other terms and conditions of the policy remain unchanged.

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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-462

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Brad Hardin, Fire Chief

FROM: Granville Wynn, Fire Operations Manager

SUBJECT: **Approval of a budget amendment in the amount of $14,634 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget**

RECOMMENDATION:
Approval of a budget amendment in the amount of $14,634 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

BACKGROUND:
The Fayetteville Fire Department per Ordinance 33.050 Response to Hazardous Materials Incidents is authorized to respond to hazardous materials incidents pursuant to the Interlocal Cooperation Agreement for Hazardous Materials Incident Response Services in Washington County, or any other mutual aid agreement or program requiring a hazardous materials incident response.

DISCUSSION:
The City of Fayetteville has received $14,634 of Hazmat Services Revenue from Washington County. The Fire Department would like to utilize the revenue to offset costs for the Fayetteville Hazmat Team. It will be utilized to cover expenses for training and related expenses. These purchases will be vital to the efficient and effective operation of the Hazmat Response Operations of the Fire Department.

BUDGET/STAFF IMPACT:
Increase expenses to correspond with hazmat services revenue received.

ATTACHMENTS: 3. Staff Review Form, 4. Budget Adjustment

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

File #: 2026-462

A RESOLUTION TO APPROVE A BUDGET AMENDMENT IN THE AMOUNT OF $14,634.00 RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED FROM WASHINGTON COUNTY AND INCREASING THE RELATED EXPENSE BUDGET

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 amendment, a copy of which is attached to this Resolution, in the amount of $14,634.00 recognizing Hazmat Services Revenue received from Washington County and increasing the related expense budget.

City of Fayetteville Staff Review Form

2026-462

Item ID

3/17/2026

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

Brad Hardin	2/23/2026	FIRE (300)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Approval of a budget amendment in the amount of $14,634 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

Budget Impact:

1010.300.3040-5304.00	General
Account Number	Fund
Project Number	Project Title

Budgeted Item?	Yes	Total Amended Budget	$	6,000.00
		Expenses (Actual+Encum)	$	-
		Available Budget	$	6,000.00
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	Yes	Budget Adjustment	$	14,634.00
		Remaining Budget	$	20,634.00

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	Division /Org2	Adjustment Number
2026	FIRE (300)	
	Requestor: Brad Hardin	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of a budget amendment in the amount of $14,634 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

COUNCIL DATE: 3/17/2026

ITEM ID#: **2026-462**

Budget Division Date

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

JOURNAL #:

GLDATE:

RESOLUTION/ORDINANCE

CHKD/POSTED: /

v.202625

TOTAL	14,634	14,634				
	Increase / (Decrease)		Project.Sub#			
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name
1010.300.3040-5304.00	14,634	-			EX	Travel & Training
1010.300.3040-4401.08	-	14,634			RE	Reimbursements - HAZMAT Interlocal Reve
	-	-				
	-	-				
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CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-390

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH:

FROM: Mike Reynolds, Police Chief

SUBJECT: **Private Club Application for Khaldi Investments LLC (The Muse Lounge)**

RECOMMENDATION:
Staff recommends approval of the private club application for Khaldi Investments (The Muse Lounge), as the applicant meets statutory requirements and approval supports lawful, regulated business operations within the City.

BACKGROUND:
Arkansas statute 3-9-222 requires the City Council to approve this application by ordinance before the establishment may seek a private club permit from the Arkansas Alcohol Beverage Control Board and operate in the City of Fayetteville. City Council approval is a prerequisite step in the state permitting process.

DISCUSSION:
Mohammed Khaldi submitted a City of Fayetteville private club application for Khaldi Investments LLC (The Muse Lounge). Mr. Khaldi has experience owning and managing similar establishments within the city. The Police Department has reviewed the applicant's prior operations and has not identified significant enforcement concerns.

Staff anticipates continued cooperation with regulatory requirements and public safety expectations under the requested private club permit. Approval of this application is consistent with prior Council actions regarding similar situated establishments.

BUDGET/STAFF IMPACT:
This item has no budget or staff impact.

ATTACHMENTS: 3. Staff Review Form, 4. Signed Memorandum

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

File #: 2026-390

AN ORDINANCE TO APPROVE THE APPLICATION OF MOHAMMED KHALDI, ON BEHALF OF KHALDI INVESTMENTS LLC, FOR A PERMIT TO OPERATE THE MUSE LOUNGE AS A PRIVATE CLUB IN THE CITY OF FAYETTEVILLE AT 7 EAST MOUNTAIN STREET

WHEREAS, Act 1112 of 2017, which amended the permitting procedure set forth in Ark. Code Ann. § 3-9-222 for private clubs in the State of Arkansas, requires the City Council to approve "by ordinance an application for a permit to operate as a private club" before the applicant can submit the application to the state Alcoholic Beverage Control Division.

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 approves the application of Mohammed Khaldi, on behalf of Khaldi Investments LLC, a copy of which is attached to the agenda request form, for a permit to operate The Muse Lounge as a private club in the City of Fayetteville at 7 East Mountain Street.

City of Fayetteville Staff Review Form

2026-390

Item ID

3/17/2026

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

Mike Reynolds	2/17/2026	POLICE (200)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends approval of the private club application for Khaldi Investments (The Muse Lounge), as the applicant meets statutory requirements and approval supports lawful, regulated business operations within the City.

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:

CITY OF
FAYETTEVILLE
ARKANSAS

CITY COUNCIL MEMO

MEETING OF MARCH 17, 2026

TO: Mayor and City Council

FROM: Mike Reynolds, Chief of Police

DATE: February 17, 2026

SUBJECT: **Private Club Application for Khaldi Investments LLC (The Muse Lounge)**

RECOMMENDATION:

Staff recommends approval of the private club application for Khaldi Investments (The Muse Lounge), as the applicant meets statutory requirements and approval supports lawful, regulated business operations within the City.

BACKGROUND:

Arkansas statute 3-9-222 requires the City Council to approve this application by ordinance before the establishment may seek a private club permit from the Arkansas Alcohol Beverage Control Board and operate in the City of Fayetteville. City Council approval is a prerequisite step in the state permitting process.

DISCUSSION:

Mohammed Khaldi submitted a City of Fayetteville private club application for Khaldi Investments LLC (The Muse Lounge). Mr. Khaldi has experience owning and managing similar establishments within the city. The Police Department has reviewed the applicant's prior operations and has not identified significant enforcement concerns.

Staff anticipates continued cooperation with regulatory requirements and public safety expectations under the requested private club permit. Approval of this application is consistent with prior Council actions regarding similar situated establishments.

BUDGET/STAFF IMPACT:

This item has no budget or staff impact.

Attachments:

Private Club Application – The Muse Lounge (Khaldi Investments LLC)
Arkansas Code § 3-9-222

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-111

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **PZD-2025-0005: Planned Zoning District (N. CROSSOVER RD & E. ZION RD/THE MARKET AT CROSSOVER, 138): Submitted by CEI ENGINEERING for property located on N. CROSSOVER RD & E. ZION RD. in WARD 3. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 9.00 acres. The request is to rezone 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 at the northeast corner of N. Crossover Road and where a proposed extension of E. Zion Road is underway in association with the Chandler Crossing subdivision. The property is currently zoned under a Planned Zoning District (PZD) and it received this designation in 2021 (Ord. 6421).

Proposal: The applicant requests to rezone the property to a new Planned Zoning District with two planning areas, as described below:

- Planning Area #1 (Commercial) – 7.00 acres: This area will encompass the West side of the development, and will allow for commercial uses, with the primary intention of developing a grocery store and a separate convenience store with fueling stations on the property.

- Planning Area #2 (Detention and open space) – 2.00 acres: This area will encompass the east side of the property, and will set aside land for detention, drainage features, and natural spaces.

Public Comment: Staff received inquiries about this proposal ahead of Planning Commission, but no direct comments regarding opposition or support. Individuals expressed some curiosity about the proposed use of the grocery store, suggesting it may be supported by the surrounding community. One member of the public spoke in opposition to the request at the Planning Commission meeting with concerns about drainage, and with concerns about the overall Chandler Crossing development.

Land Use Compatibility: Staff finds that the proposed PZD is compatible with the surrounding land uses. The existing PZD allows for uses that primarily align with the CS zoning district, though also currently allows for gas stations and drive-thru restaurants by right. The current PZD also allows for residential uses by-right, which staff recommended incorporation of in to the applicant's current proposal; the applicant took this feedback from

staff and Planning Commission, and has now incorporated multi-family as a by-right use in this zoning district. A key difference between the existing PZD requirements and the applicant's proposal reflects standards more in line with a traditional zoning pattern with traditional setbacks, rather than an urban form with a build-to zone. There is, however, a strong, existing pattern of traditional setbacks along this portion of N. Crossover Road which may help justify this shift in this instance, rather than holding firm to the urban form standard here; the properties to the west and southwest on the other side of the intersection are built to traditional setbacks, and the properties to the north and south are built to a rural standard currently. Form-based zoning is meant to encourage development to address the street to create a more walkable and pedestrian-friendly environment. The applicant's proposal will require that additional pedestrian-oriented elements and users of alternative forms of transportation are still accommodated at this site by writing higher-level requirements into their plans and requirements. Staff finds that this outcome will still benefit pedestrians and the surrounding community while still respecting the existing development pattern in the area.

Land Use Plan Analysis: Staff finds that the proposed PZD is aligned with several goals of City Plan 2040, especially if mixed-use is still prioritized in the applicant's request. The infill score of the property is 7 at the highest level, though the Future Land Use map designates this area as a City Neighborhood Area, which calls for commercial and mixed-use development along intersections and major corridors; the applicant's proposal is directly in line with that goal. By providing heightened design standards at the property, orienting at least part of the use toward a proposed new trail along N. Crossover Road, and seeking to provide safe pedestrian walkways throughout the proposed parking lot, staff finds that the applicant's request is compatible with the current land use surroundings. This proposal is an incremental step towards the overarching City's goals.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of 5-7 for this site. Elements contributing to the highest score include the following:

- Adequate Fire Response (Station #5, 2979 N. Crossover Road)
- Near Sewer Main (8" PVC and 10" DIP in N. Crossover Road)
- Near Water Main (12" PVC)
- Near City Park (Lake Fayetteville)
- Near Paved Trail (On-Street Bike Facility on N. Crossover; Planned Off-street Facility)
- Near ORT Bus Stop (N. Crossover Road)
- Appropriate Future Land Use (City Neighborhood)

DISCUSSION:
At the January 12, 2026 Planning Commission meeting, a vote of 6-1-0 forwarded the request to City Council with a recommendation of approval. Commissioner Payne made the motion, with Gulley seconding. Commissioner Werner voted in opposition, citing concerns in the discussion about whether the use was needed in this location, and issues with the removal of the form-based standards that currently govern the site. Commissioner McGetrick supported the applicant's site plan and design standards but raised concerns about the broader amendment process for Chandler Crossing, the potential weakening of its master plan, and the need for clarity on how the proposal ensures the full development of Zion Road. Commissioners who voted in favor supported the applicant's request, appreciating the applicant's efforts to propose heightened design criteria and insert additional uses to promote the opportunity for mixed-use development in the future. Noting that the use was needed in this area, Commissioner Madden also stated that grocery stores outside of heavily urbanized areas were almost impossible to install without adequate parking and supported the applicant's efforts to make the site as walkable as possible. One member of the public spoke in opposition to the request, expressing concerns about water and drainage, and continued opposition to Chandler Crossing.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Exhibit C PZD Booklet, 7. Planning Commission Staff Report, 8. Landscape Plan Rendering - Applicant, 9. Preliminary Grading Plan - Applicant, 10. FPD Accident Severity 2023-2025

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

File #: 2026-111

AN ORDINANCE TO APPROVE A PLANNED ZONING DISTRICT ENTITLED PZD-2025-005 FOR APPROXIMATELY 9 ACRES LOCATED AT NORTH CROSSOVER ROAD AND EAST ZION ROAD IN WARD 3

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-2025-05 as described in Exhibits "A" (map), "B" (legal description), and "C" (PZD booklet) attached to the Planning Division's Agenda Memo which allows the development of approximately 7 acres of commercial uses and 2 acres for detention, drainage features, and natural spaces.

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

2026-111

Item ID

2/3/2026

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

Jonathan Curth	1/15/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

PZD-2025-0005: Planned Zoning District (N. CROSSOVER RD & E. ZION RD/THE MARKET AT CROSSOVER, 138): Submitted by CEI ENGINEERING for property located on N. CROSSOVER RD & E. ZION RD. in WARD 3. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 9.00 acres. The request is to rezone 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 #

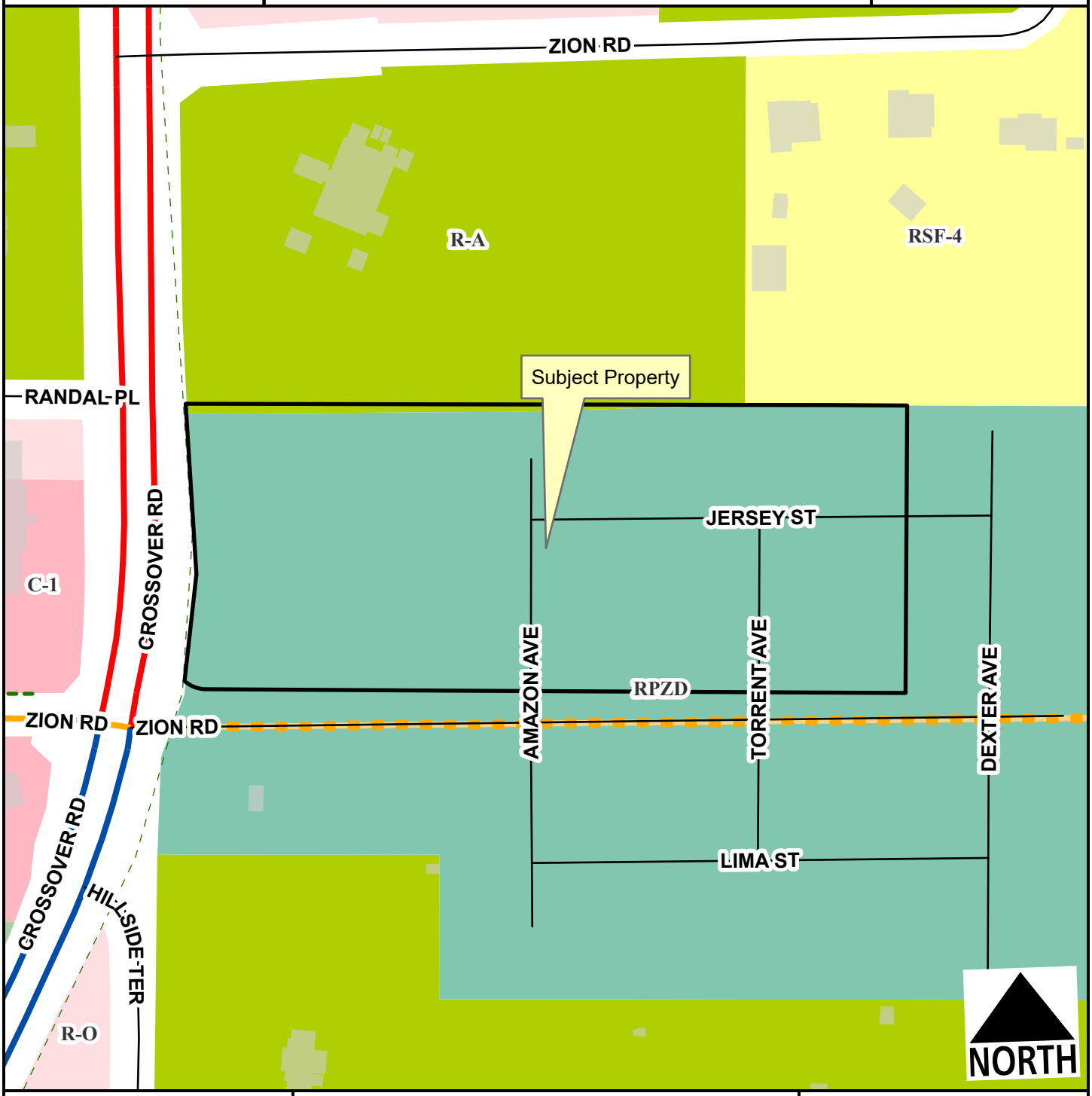
Change Order Number:

Approval Date:

Original Contract Number:

Comments:

PZD-2025-0005	N. CROSSOVER RD & E. ZION RD	EXHIBIT A
Close Up View		



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

Feet

0 75 150 300 450 600

1:2,400

EXHIBIT B

GIS Approved
01/07/2026

Subject Tract Description

A part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), and part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) all in Section 19, Township 17 North, Range 29 West, Washington County, Arkansas, also being a part of the tract described at File Number 2021-00029879 in the public records of Washington County, Arkansas and being described by metes and bounds as follows:

COMMENCING at a 5/8-inch rebar found at the Northeast Corner of said NE 1/4 of the SW 1/4 also being the Northeast Corner of said parent tract;
THENCE along the North Line of said parent tract, North 87°44'49" West, passing through a 5/8-inch rebar at a distance of 155.20 feet and continuing for a total distance of 272.02 feet to a 5/8-inch rebar with cap LS#1618 also being the **POINT OF BEGINNING**;
THENCE departing said North Line, South 02°19'45" West, 397.59 feet to a 5/8-inch rebar with cap LS#1618;
THENCE North 87°41'00" West, 968.04 feet to a 5/8-inch rebar with cap LS#1618;
THENCE Westerly along the arc of a curve to the right 31.83 feet, having a radius of 44.50 feet, through a central angle of 40°59'18", having a chord bearing and distance of North 67°11'50" West, 31.16 feet to a 5/8-inch rebar with cap LS#1618 set on the East Right-of-Way of North Crossover Road (AR Highway 265) per ARDOT Job #040518;
THENCE along said East Right-of-Way the following three (3) courses:

1. North 08°21'32" East, 147.86 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped LS#1710;
2. North 01°35'11" West, 226.14 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped LS#1710;
3. North 00°54'23" West, 11.00 feet to a 5/8-inch rebar with cap LS#1618;

THENCE along the North Line of said parent tract, South 87°52'19" East, passing through a 5/8-inch rebar with cap LS#1118 at a distance of 773.69 feet and continuing for a total distance of 888.09 feet to a 5/8-inch rebar with cap LS#1618;
THENCE continuing along said North Line, South 87°44'49" East, passing through a 5/8-inch rebar at a distance of 66.70 feet and continuing for a total distance of 109.67 feet returning to the POINT OF BEGINNING containing 392,073 square feet or 9.00 acres, more or less.

Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management

2600 NE 11th St., Suite 300
Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

PLANNED ZONING DISTRICT BOOKLET

PREPARED FOR:
THE MARKET AT CROSSOVER
CROSSOVER ROAD AND ZION ROAD
FAYETTEVILLE, AR

DATE:
DECEMBER 2025

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A. CURRENT OWNERSHIP

The subject property comprises approximately 9.00 acres and is part of a larger 22.41-acre tract identified as Parcel ID 765-13219-000. The entire tract is presently owned by Chandler Crossing, LLC; however, the 9.00-acre portion is proposed to be sold to a national retailer represented by:

CEI Engineering Associates, Inc.
Candice Anderson
canderson@ceieng.com
2600 NE 11th St., Suite 300
Bentonville, AR 72712

Watkins, Boyer, Gray & Curry, PLLC
William Kellstrom
mwkellstrom@watkinslawoffice.com
1106 W. Poplar
Rogers, AR 72756

B. PROJECT SUMMARY

The proposed development will include two planning areas designed to serve as a destination for residents in the surrounding community. These areas will introduce essential grocery and fueling services that are currently limited or unavailable near the site, significantly improving convenience, walkability and addressing key needs for local residents. The project will incorporate substantial pedestrian and bicycle features intended to make this a walkable destination from the adjacent Chandler Crossing subdivision. All planning areas will incorporate accessibility enhancements and open space improvements to support a well-connected and community-focused environment.

C. GENERAL PROJECT CONCEPT

1) **Street and Lot Layout:** The development will feature a detention basin positioned along the Eastern property line at the rear of the site, while the main store will face West to maximize visibility and accessibility. A compact convenience store will be strategically located at the Southwest corner of the property. Primary access will be provided via a newly constructed Central Neighborhood Link Street, extending east from the intersection of Crossover Road and Zion Road. Additionally, a right-in/right-out driveway will offer direct access to Crossover Road at the Northwest corner of the development, ensuring efficient traffic flow and connectivity.
2) **Site Plan Showing Proposed Improvements**: A site and master plan will be attached with this Booklet.
3) **Buffer Areas** Shall conform to all city standards with the UDC, unless otherwise noted.
4) **Tree Preservation Areas:** Tree preservation plans, and landscape plans will be required and submitted once development begins on any individual large scale or when a preliminary plat application and development plan is submitted.
5) **Storm Water Detention Areas and Drainage** will consist of one detention basin positioned along the Eastern property line at the rear of the site, within Planning Area 2. The drainage report will further detail the proposed system by which storm water will be carried through the development.
6) **Undisturbed Natural Areas:** The site has recently undergone earthwork and initial development activities and currently features minimal tree coverage and sparce vegetation.

7) **Existing and Proposed Utility Connections and Extensions**: Existing water and sanitary sewer mains are located at Crossover Road.
8) **Development and Architectural Design Standards** Shall conform to all city standards with the UDC, unless otherwise noted.
9) **Building Elevations** have been submitted with this application.

D. PROPOSED PLANNING AREAS (PA's)

1) **Planning Area 1 (Commercial)** – This **7.0 acre** area will encompass the West side of the development. This district will be designed to provide grocery and fueling services to support the surrounding areas.

2) **Planning Area 2 (Detention Basin)** – This **2.0 acre** area will encompass all the detention, drainage features, forested areas, natural areas, and recreational features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space.

These planning areas will be described within Section E and Section F of this booklet, along with a map delineating the planning areas. The map will be attached as the Zoning and Development Standards by Planning Area map concurrently submitted with this booklet.

E. PROPOSED ZONING STANDARDS

1) Planning Area 1 (Commercial) – 7.0 Acres

The zoning within this portion of the PZD will be based largely on the existing C-1 (Neighborhood Commercial) zoning district, conforming to the standard non-urban form requirements. This district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

Commercial 1 Zoning District:
Permitted uses by unit:

Unit 1	City-wide uses by right
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 16	Shopping goods
Unit 18	Gasoline service stations and drive-in-through restaurants
Unit 25	Offices, Studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Conditional uses by unit:

Unit 2	City-wide uses by conditional permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

Non-Residential Intensity:

- Acreage: 1.24 acres, Non-residential SF: 54,000 SF

Bulk and area regulations:

- Lot width minimum: None
- Lot area minimum: None
- Setback requirements:
  - Front 15 feet.
    50 feet (if parking is allowed between the right-of -way and the building.
  - Side None
    15' (When contiguous to a single-family residential district)
  - Rear 20 feet
- Height regulations: 5 Stories

Site Planning:

- **Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
- **Parking** shall be associated with proposed use and will conform with Chapter 172 of the UDC, unless otherwise shown in the development plans.
- **Architectural design standards** shall conform to building and development requirements within the UDC, unless otherwise shown in the development plans.
- **Signage** allowed with the planning areas shall conform to large scale or non-large scale development requirements within UDC Chapter 174, unless otherwise shown in the development plans.
- **Additional Landscape Features:** The development shall incorporate various bike, pedestrian, and landscape features, above the minimum requirements of the UDC, such as premium bike racks, seating areas, gathering spaces, streetscape enhancements, and improved pedestrian and bike connectivity features, as shown on the site plan, or as otherwise approved by Planning Staff.

Waivers / Variances
The applicant will submit for any required waivers or variances to the UDC during the large-scale development process.

2) Planning Area 2 (Detention Basin) – 2.0 Acres

This area will encompass all the detention basin, drainage features, forested areas, natural areas, recreational features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space.

Non-residential Zoning District:
Permitted uses by unit:

Unit 1	City-wide uses by right
Unit 6	Agriculture

Conditional uses by unit:

Unit 2	City-wide uses by conditional permit
Unit 4	Cultural and recreational facilities

Non-Commercial Intensity:

- Acreage: 0 acres, Non-residential SF: 0 SF

Bulk and area regulations:

- Lot width minimum: None
- Lot area minimum: None
- Setback requirements:
  - Front 35 feet.
  - Side 20 feet
  - Rear 35 feet
- Height regulations: There shall be no maximum height limits within the planning area, 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.
- Building area: There shall be no building area lot requirements for open space, non-buildable, or detentions pond lots.

Site Planning

- **Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
- **Parking** shall be associated with proposed use and will conform with Chapter 172 of the UDC, unless otherwise shown in the development plans.
- **Architectural design standards** shall conform to building and development requirements within the UDC, unless otherwise noted.
- **Signage** allowed with the planning areas shall conform to large scale or non-large scale development requirements within UDC Chapter 174, unless otherwise shown in the development plans.

Waivers / Variances
The applicant will submit for any required waivers or variances to the UDC during the large-scale development process.

F. PLANNING AREA ZONING CHARTS

1) Planning Area 1 (Commercial) – 7.0 Acres

A breakdown of the proposed Planning Area 1 (Commercial) zoning district within the PZD versus the City of Fayetteville current PZD zoning of the property is provided in the following table.

Regulation	Current Zoning		Proposed Zoning
	PZD, PA 1 (Commercial)	PZD, PA 2 (Residential 1)	PZD, PA 1 (Commercial)
Density	Non-residential SF – 269,900	None	None
Lot Width Minimum	18 feet for a dwelling, None for all other uses		None
Lot Area Minimum	No minimum lot area		None
Setbacks	Front: 10'-25' Build to zone Side: 0' or 15' if contiguous to single family residential Rear: 0' or 15' if contiguous to single family residential		Front: 15 feet 50 feet (if parking is allowed between the right-of -way and the building. Side: None 15' (When contiguous to a single-family residential district) Rear: 20 feet
Building Height Maximum	5 Stories	2 stories / 3 stories	5 Stories
Building Area	None		None
Minimum Buildable Street Frontage	50% of the Lot Width	None	None

2) Planning Area 2 (Detention Basin) – 2.0 Acres

A breakdown of the proposed Planning Area 2 (Detention Basin) zoning district within the PZD versus the City of Fayetteville current PZD zoning of the property is provided in the following table.

Regulation	Current Zoning	Proposed Zoning
	PZD, PA 2 (Residential 1)	PZD, PA 2 (Detention Basin)
Density	None	None
Lot Width Minimum	18 feet for a dwelling	None
Lot Area Minimum	None	None
Setbacks	Front: 15 feet 50 feet (if parking is allowed between the right-of -way and the building. Side: None	Front 35 feet. Side 20 feet Rear 35 feet
Building Height Maximum	2 stories / 3 stories	No maximum height*
Building Area	None	None**

* There shall be no maximum height limits within the planning area, 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.

** There shall be no building area lot requirements for open space, non-buildable, or detentions pond lots.

G. ANALYSIS OF SITE CHARACTERISTICS

The proposed Planned Zoning District (PZD) encompasses a 9.00-acre tract of open land. The site has recently undergone earthwork and initial development activities and currently features minimal tree coverage and sparse vegetation. The topography gently slopes toward the Northeast. Additionally, offsite drainage from Crossover Road currently discharges onto the property and will need to be re-routed around the development to accommodate site planning and infrastructure.

H. RECREATIONAL FACILITIES

The development is a short drive down Zion Road from the Lake Fayetteville trails, connections to the Razorback Greenway, Veterans Park, The Lake Fayetteville ballfields and Marina, and the Botanical Garden of the Ozarks.

I. REASON FOR THE REQUEST OF ZONING CHANGE

The proposed 9.00-acre tract is currently zoned as a Planned Zoning District (PZD). However, the proposed development overlaps multiple Planning Areas within the current PZD, and the current Planning Area 1 designation for commercial use, along with its bulk area regulations, does not align with the intended development plan. To better support the proposed development, and to align the development with City planning goals, the proposed PZD will largely follow C-1 zoning requirements, consistent with adjacent properties to the West. This approach will allow for the creation of a community destination that introduces essential services, including grocery and fueling options, which are currently lacking near the site. The development will enhance convenience, encourage alternative mode of transportation, such as walking and biking and meet key needs for residents in the surrounding area.

J. RELATION TO EXISTING AND SURROUNDING PROPERTIES

The proposed Planned Zoning District (PZD) is designed to complement and align with the existing C-1 commercial zoning regulations of the adjacent development to the West. To the South, the property is zoned PZD for commercial use, while the remaining surrounding properties are primarily residential in nature. Strategically located at the intersection of Crossover Road and Zion Road, this development is positioned to serve as a vibrant destination for nearby residents, offering essential services that are currently limited or unavailable within close proximity. The development is also intended to provide walkable shopping for daily necessities to the proposed residential development in Chander Crossing PZD.

The introduction of grocery and fueling services will significantly enhance convenience and meet critical daily needs for the local community. By bridging the gap between residential areas and commercial amenities, the proposed PZD will contribute to a more balanced and accessible neighborhood environment.

Access to the site will be provided via designated entry points along Crossover Road, ensuring efficient traffic flow. A comprehensive traffic study will be submitted with the preliminary plat plan to evaluate trip generation and distribution, ensuring that the development integrates smoothly with existing infrastructure.

Signage within the proposed PZD will be thoughtfully designed to reflect the character and quality of surrounding developments. High-quality pylon and monument signs will be utilized, and all signage will comply with the standards outlined in Chapter 174 of the Unified Development Code (UDC).

K. FAYETTEVILLE COMPREHENSIVE LAND USE PLAN COMPLIANCE

The proposed Planned Zoning District (PZD) is located within the City Neighborhood Area. While the development does not include a residential component, it will be designed to support the growth and vitality of surrounding residential neighborhoods, such as the adjacent Chander Crossing PZD. Positioned at the key intersection of Crossover Road and Zion Road, the site will serve as a dynamic commercial hub, offering essential services such as grocery and fueling options that are currently limited or unavailable nearby. This will significantly improve convenience and quality of life for residents.

In addition to vehicular access, the development will incorporate pedestrian and bike friendly design elements and establish direct connections to the City's trail system. These enhancements will promote walkability, encourage alternative transportation options, and ensure safe, convenient access for residents in adjacent neighborhoods. By integrating with the broader mobility network, the PZD will foster a more connected and accessible community environment.

The development will be carefully designed to minimize and mitigate potential adverse impacts on adjacent residential areas. A range of strategies will be implemented to ensure compatibility and preserve neighborhood character, including:

- Traffic Management: A comprehensive traffic study will be conducted to assess trip generation and distribution. Access points will be strategically placed to minimize congestion and avoid cut-through traffic in residential areas.
- Noise Reduction: Site layout will be planned to limit noise impacts. Landscaping buffers and sound attenuation measures will be incorporated where necessary. Landscaping throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
- Visual Appearance: Architectural design and materials will reflect high-quality standards and complement surrounding developments. Landscaping and screening will be used to soften visual impacts and enhance aesthetics.
- Lighting Control: Outdoor lighting will be directed downward and shielded to prevent light spillover into adjacent residential properties, in compliance with chapter 176 of the code of Ordinances for the City of Fayetteville.
- Drainage and Stormwater Management: A dedicated detention basin planning area will be included to manage stormwater runoff effectively, ensuring no negative impact on neighboring properties.

These measures collectively aim to create a well-integrated development that enhances the surrounding community while respecting the character and needs of nearby residential areas.

L. TRAFFIC STUDY

A comprehensive traffic study will be submitted with the large-scale development plan to evaluate trip generation and distribution, ensuring that the development integrates smoothly with existing infrastructure.

M. IMPACTS OF CITY SERVICES

The proposed development will be supported utility infrastructure designed to meet both current and future needs. An 8-inch water main will be installed to service the site, including the placement of appropriately spaced fire hydrants to ensure adequate fire protection. This water main will connect to an existing 12-inch main along Crossover Road, allowing for extended service to adjacent parcels and supporting broader utility integration.

Sanitary sewer service will be provided via an 8-inch gravity sewer system, which will tie into an existing 10-inch sewer line located along Crossover Road. Preliminary coordination with Fayetteville Utilities has indicated that sewer capacity, hydrant flow, and water pressure in the area are sufficient to support the proposed development without concern.

Additional city services impacted by the development include fire, police, and sanitation. Emergency services will have direct access to all commercial buildings via the internal street network and surrounding drive aisles. Fire hydrants will be strategically located along street frontages and drive aisles to ensure access in the event of an emergency.

Trash collection services will be accommodated through screened dumpster areas located near the rear of each commercial building, maintaining both functionality and visual appeal.

N. CONCEPTUAL DESCRIPTIONS OF DEVELOPMENT STANDARDS

The development standards and conditions for the proposed Planned Zoning District (PZD) are being established to ensure compatibility with surrounding land uses, promote cohesive and contiguous development, promote alternative modes of transportation like walking and biking, and enhance the overall functionality and appeal of the area. While the PZD is commercially focused, its design will contribute to a high-quality built environment that supports nearby residential growth and public infrastructure.

The intent is to create a well-integrated commercial destination that aligns with community expectations for design, accessibility, and environmental quality, while also protecting public investments and reinforcing the long-term vision for the district.

1) **Screening and Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.

2) **Traffic and Circulation:** A comprehensive traffic study will be submitted with the preliminary plat plan to evaluate trip generation and distribution, ensuring that the development integrates smoothly with existing infrastructure.
3) **Parking Standards:** Parking shall be associated with proposed use and will conform to Chapter 172 in the UDC, unless otherwise shown in the development plans.
4) **Perimeter Treatment** shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the developer to ensure long-term visual quality and environmental performance.
5) **Sidewalks** shall follow a standard throughout the development. Typical sidewalk shall follow the Master Street plan for each street section (ex: Residential Link, Neighborhood Link). Sidewalks shall all meet Master Street Plan requirements.
6) **Streetlights** shall be of a uniform type throughout the development. All streetlights shall be full cut-off fixtures, and a lighting system shall appropriately light all public areas. All streetlights shall be per Ozark Electric Cooperative and meet UDC code 166.04(B)(3)(g)
7) **Water** mains and services shall be provided for each commercial building. Water mains shall be per Fayetteville 2017 Water and Sewer Specifications, utilizing an 8" AWWA C900 PVC, DR14 material. Water services shall follow these same specifications for meters and service lines.
8) **Sewer** services shall be provided for each commercial building. Sewer mains shall be per Fayetteville 2017 Water and Sewer Specifications, utilizing an 8" PVC SDR 26. Sewer services shall follow these same specifications for any service lines.
9) **Streets** shall conform to City of Fayetteville minimum street standards. Street design shall be reviewed by the Engineering department from the City of Fayetteville.
   Drainage and storm design will be provided on the attached site design/master plan. Drainage and storm design will be reviewed by the Engineering Department from the City of Fayetteville.
10) **Construction of Nonresidential Facilities:** Any non-residential facilities not proposed with this application will follow all applicable Non-Residential Design Standards (UDC chapter 166.24 & 166.25), Large scale development standards, or non-large scale development standards where applicable.
11) **Tree Preservation** plans and landscape plans will be required and submitted once development begins on any individual large scale or when a preliminary plat application and development plan is submitted.
12) **Architectural Design Standards:** For non-residential structures and commercial areas, the architectural design will not be defined in this booklet. Any commercial buildings within Planning Area 1 will be submitted by Large Scale Development application and subject to city code, and any non-residential structures shall conform to all city standards with the UDC, unless otherwise shown in the development plans.
13) **Proposed Signage:** Signage will not be allowed except for what is already stated in the Planning Areas section of this Booklet. Any applicable signage to be proposed will conform to all regulations in the City of Fayetteville's ordinances UDC 174, unless otherwise shown in the development plans.

14) **View Protection:** View protection shall be considered if any proposed work is to occur outside the scope of the proposed PZD and its master plan.
15) **Covenants, Trust, and Homeowner Associations**: It is not anticipated at the time that the development will be subject to any protective covenants or owners associations.

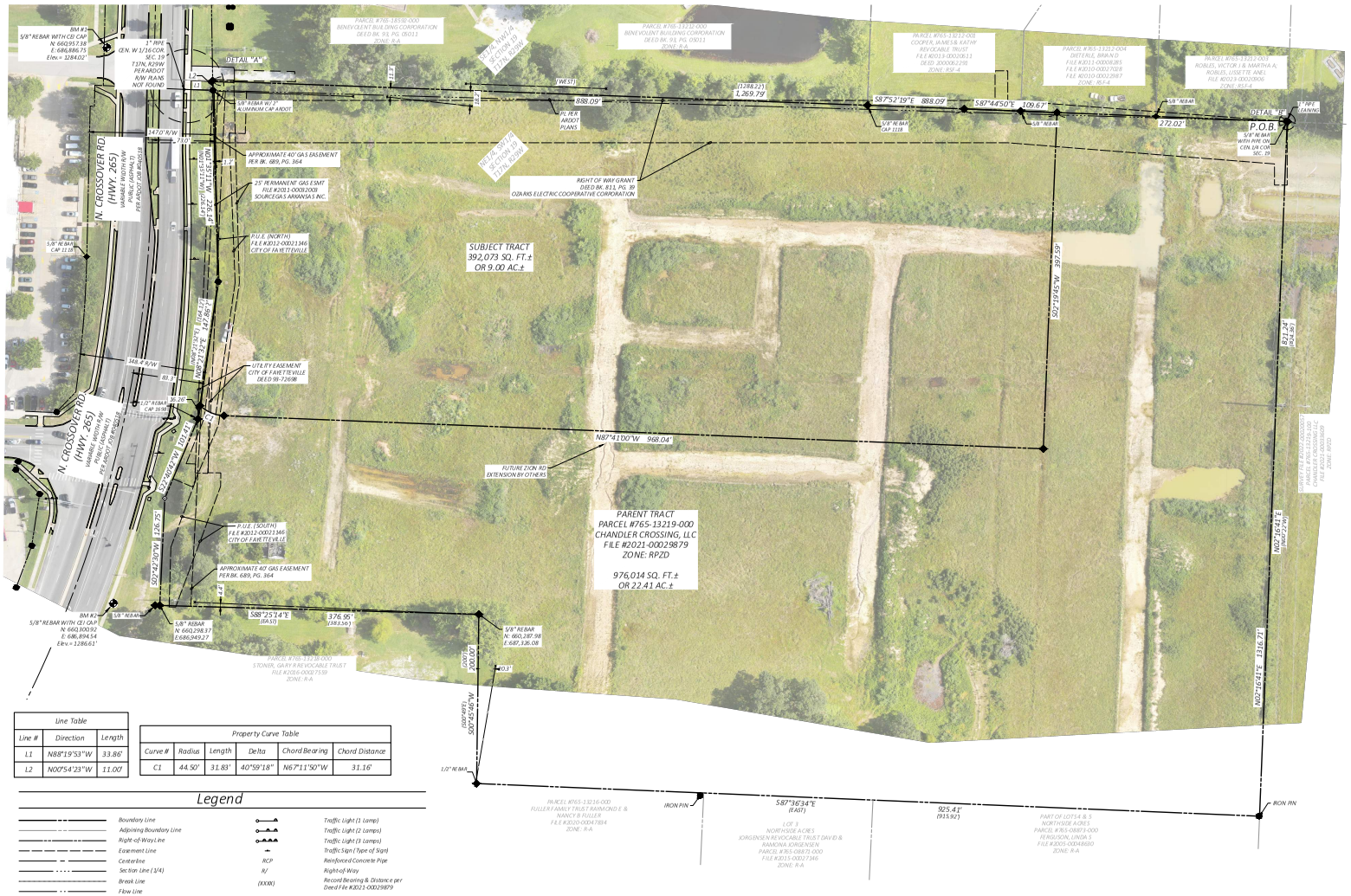
O. PLANNED ZONING DISTRICT INTENT / PURPOSE

The intent of the proposed commercial development is to align with the goals and vision outlined in the City of Fayetteville's 2040 Land Use Plan for the City Neighborhood Area. This project is designed to create a vibrant, accessible destination that serves the surrounding residential community by introducing essential services such as grocery and fueling options. These services are currently limited or unavailable near the site, and their inclusion will significantly improve convenience and meet key daily needs for local residents.

By thoughtfully integrating land use, accessibility, and service offerings, the development will contribute to a completer and more connected neighborhood environment, supporting both current and future growth in the area.

THE MARKET AT CROSSOVER

CITY OF FAYETTEVILLE, ARKANSAS

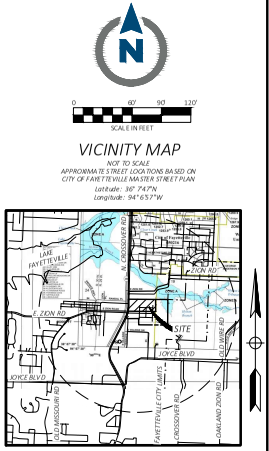


Line Table		
Line #	Direction	Length
L1	N88°19'53"W	33.86'
L2	N00°54'23"W	11.00'

Property Curve Table					
Curve #	Radius	Length	Delta	Chord Bearing	Chord Distance
C1	44.50'	31.83'	40°59'18"	N67°11'50"W	31.16'

Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- Easement Line
- Centerline
- Section Line (1/4)
- Break Line
- Flow Line
- Barb Wire Fence Line
- Benchmark (BM)
- Found Monument (As Noted)
- Bollard / Guard Post
- Found Pipe (As noted)
- Found 5/8" Rebar with 2" Aluminum Cap LS1710 (unless otherwise noted)
- Fence Post (Wood)
- Traffic Light (1 Lamp)
- Traffic Light (2 Lamps)
- Traffic Light (3 Lamps)
- Traffic Sign (Type of Sign)
- RCP — Reinforced Concrete Pipe
- R/ — Right-of-Way
- (XXXX) — Record Bearing & Distance per Deed File #2021-00029879

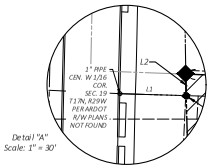


VICINITY MAP

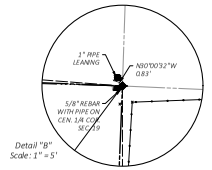
NOT TO SCALE

APPROXIMATE STREET LOCATIONS BASED ON CITY OF FAYETTEVILLE MASTER STREET PLAN

Latitude: 36° 7'47"N
Longitude: 94°15'7"W



Detail "A"
Scale: 1" = 30'



Detail "B"
Scale: 1" = 5'

Subject Tract Description

A part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4), and part of the Southeast Quarter (SE 1/4) of the Northwest Quarter (NW 1/4) all in Section 19, Township 17 North, Range 29 West, Washington County, Arkansas, also being a part of the tract described at File Number 2021-00029879 in the public records of Washington County, Arkansas and being described by metes and bounds as follows:

COMMENCING at a 5/8-inch rebar found at the Northeast Corner of said NE 1/4 of the SW 1/4 also being the Northeast Corner of said parent tract; THENCE along the North Line of said parent tract, North 87°44'49" West, passing through a 5/8-inch rebar at a distance of 355.20 feet and continuing for a total distance of 272.02 feet to a 5/8-inch rebar with cap LS#1618 also being the POINT OF BEGINNING; THENCE departing said North Line, South 02°19'45" West, 397.59 feet to a 5/8-inch rebar with cap LS#1618; THENCE North 87°41'00" West, 968.04 feet to a 5/8-inch rebar with cap LS#1618; THENCE Westerly along the arc of a curve to the right 31.83 feet, having a radius of 44.50 feet, through a central angle of 40°59'18", having a chord bearing and distance of North 67°11'50" West, 31.16 feet to a 5/8-inch rebar with cap LS#1618 set on the East Right-of-Way of North Crossover Road (AR Highway 265) per ARDOT Job #040538; THENCE along said East Right-of-Way the following three (3) courses:

1. North 08°21'23" East, 147.86 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped LS#1710;
2. North 01°35'11" West, 226.34 feet to a 5/8-inch rebar with 2-inch aluminum cap stamped LS#1710;
3. North 00°54'23" West, 11.00 feet to a 5/8-inch rebar with cap LS#1618;

THENCE along the North Line of said parent tract, South 87°52'19" East, passing through a 5/8-inch rebar with cap LS#1118 at a distance of 773.69 feet and continuing for a total distance of 888.09 feet to a 5/8-inch rebar with cap LS#1618; THENCE continuing along said North Line, South 87°44'49" East, passing through a 5/8-inch rebar at a distance of 66.70 feet and continuing for a total distance of 109.67 feet returning to the POINT OF BEGINNING containing 392,073 square feet or 9.00 acres, more or less.

CERTIFICATE OF AUTHORIZATION — CEI Engineering Associates, Inc. No. 118 — ARKANSAS — UNITED STATES OF AMERICA

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
2800NE 112TH ST., SUITE 100
BENTONVILLE, AR 72712
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CORPORATE TBPLS FIRM #100115OO

3030 LBJ FREEWAY, SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Boundary Survey for The Market at Crossover

N Crossover Rd. & Zion Rd.
City of Fayetteville, Washington County, Arkansas

Preliminary
This document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document

PROFESSIONAL OF RECORD	DGR
DESIGNER	TLP
FIELD WORK	EM
CEI PROJECT NUMBER	34126
DATE	12/23/2025
REVISION	REV-1

Survey Sheet

SHEET TITLE

SHEET NUMBER

1 OF 3

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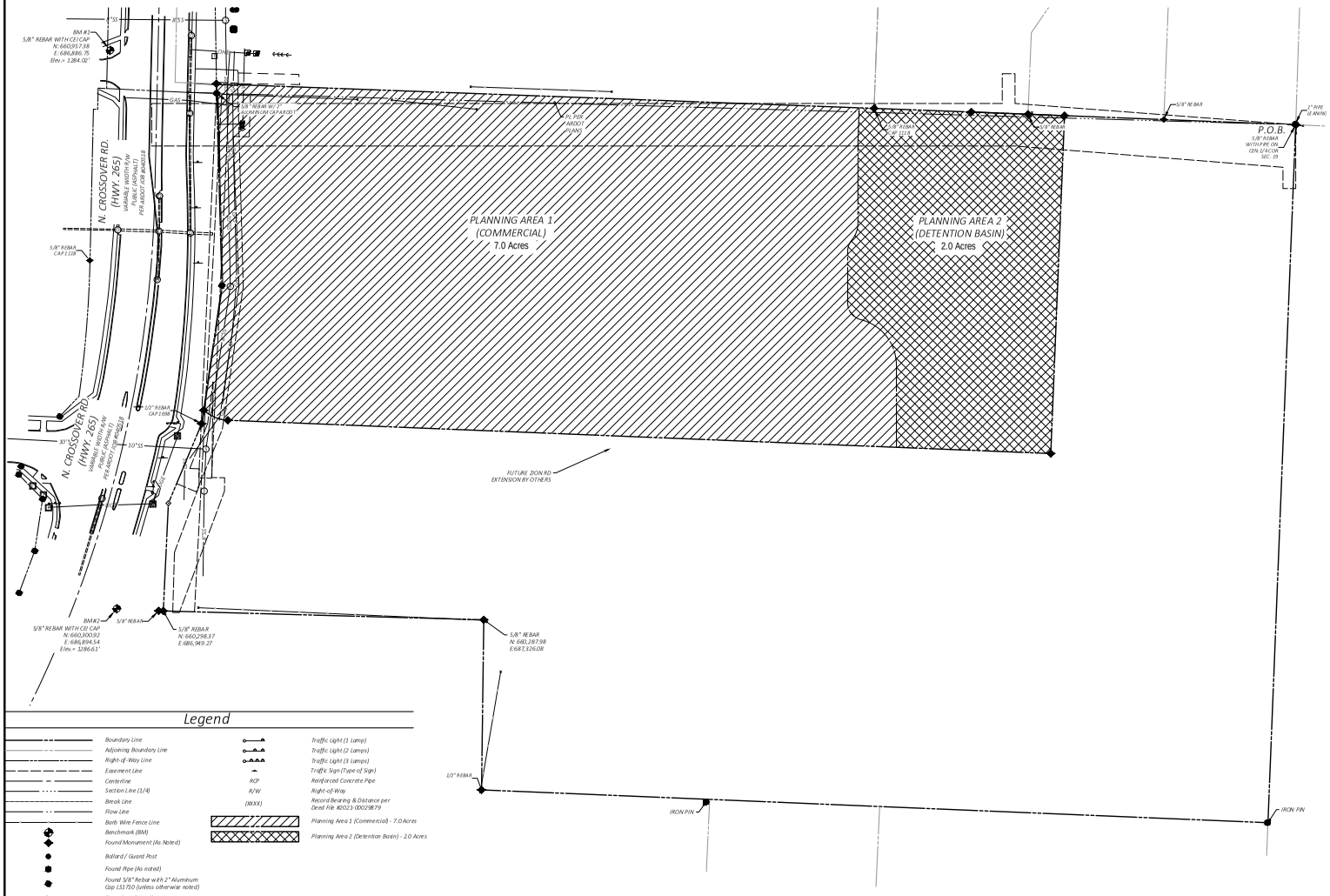
THE MARKET AT CROSSOVER

CITY OF FAYETTEVILLE, ARKANSAS



Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- Easement Line
- Centerline
- Section Line (1/4)
- Break Line
- Flow Line
- Barb Wire Fence Line
- Benchmark (BM)
- Found Monument (As Noted)
- Bollard / Guard Post
- Found Pipe (As noted)
- Found 5/8" Rebar with 2" Aluminum Cap LS1710 (unless otherwise noted)
- Fence Post (Wood)
- Traffic Light (1 Lamp)
- Traffic Light (2 Lamps)
- Traffic Light (3 Lamps)
- Traffic Sign (Type of Sign)
- RCP — Reinforced Concrete Pipe
- R/W — Right-of-Way
- (NXXX) — Record Bearing & Distance per Deed File #2013-0002879
- Planning Area 1 (Commercial) - 7.0 Acres
- Planning Area 2 (Detention Basin) - 2.0 Acres

0 60' 90' 120'
SCALE IN FEET

Planning Area 1 (Commercial) – 7.0 Acres
The zoning within this portion of the PZD will be based largely on the existing C-1 (Neighborhood Commercial) zoning district, conforming to the standard non-urban form requirements. This district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

Commercial 1 Zoning District:
Permitted uses by unit:

Unit 1	City-wide uses by right
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 16	Shopping goods
Unit 18	Gasoline service stations and drive-in-through restaurants
Unit 25	Offices, Studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Conditional uses by unit:

Unit 2	City-wide uses by conditional permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

Non-Residential Intensity:
- Acreage: 1.24 acres, Non-residential SF: 54,000 SF

Bulk and area regulations:
- Lot width minimum: None
- Lot area minimum: None
- Setback requirements:
  - Front 15 feet.
    50 feet (if parking is allowed between the right-of -way and the building.
  - Side None
    15' (When contiguous to a single-family residential district)
  - Rear 20 feet
- Height regulations: 5 Stories

Site Planning:
- **Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
- **Parking** shall be associated with proposed use and will conform with Chapter 172 of the UDC, unless otherwise shown in the development plans.
- **Architectural design standards** shall conform to building and development requirements within the UDC, unless otherwise shown in the development plans.
- **Signage** allowed with the planning areas shall conform to large scale or non-large scale development requirements within UDC Chapter 174, unless otherwise shown in the development plans.
- **Additional Landscape Features:** The development shall incorporate various bike, pedestrian, and landscape features, above the minimum requirements of the UDC, such as premium bike racks, seating areas, gathering spaces, streetscape enhancements, and improved pedestrian and bike connectivity features, as shown on the site plan, or as otherwise approved by Planning Staff.

Planning Area 2 (Detention Basin) – 2.0 Acres
This area will encompass all the detention basin, drainage features, forested areas, natural areas, recreational features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space.

Non-residential Zoning District:
Permitted uses by unit:

Unit 1	City-wide uses by right
Unit 6	Agriculture

Conditional uses by unit:

Unit 2	City-wide uses by conditional permit
Unit 4	Cultural and recreational facilities

Non-Commecial Intensity:
- Acreage: 0 acres, Non-residential SF: 0 SF

Bulk and area regulations:
- Lot width minimum: None
- Lot area minimum: None
- Setback requirements:
  - Front 35 feet.
  - Side 20 feet
  - Rear 35 feet
- Height regulations: There shall be no maximum height limits within the planning area, 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.
- Building area: There shall be no building area lot requirements for open space, non-buildable, or detentions pond lots.

Site Planning
- **Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
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FAX: (972) 488-6732

Zoning and Development Standards by Planning Area
The Market at Crossover
N Crossover Rd. and Zion Rd.
City of Fayetteville, Washington County, Arkansas

PRELIMINARY
NOT FOR
CONSTRUCTION

PROFESSIONAL OF RECORD	DGR
DESIGNER	TLP
FIELD WORK	EM
CEI PROJECT NUMBER	34126
DATE	01/14/2026
REVISION	REV-1

Planning Areas Exhibit

SHEET TITLE

SHEET NUMBER

2 OF 3

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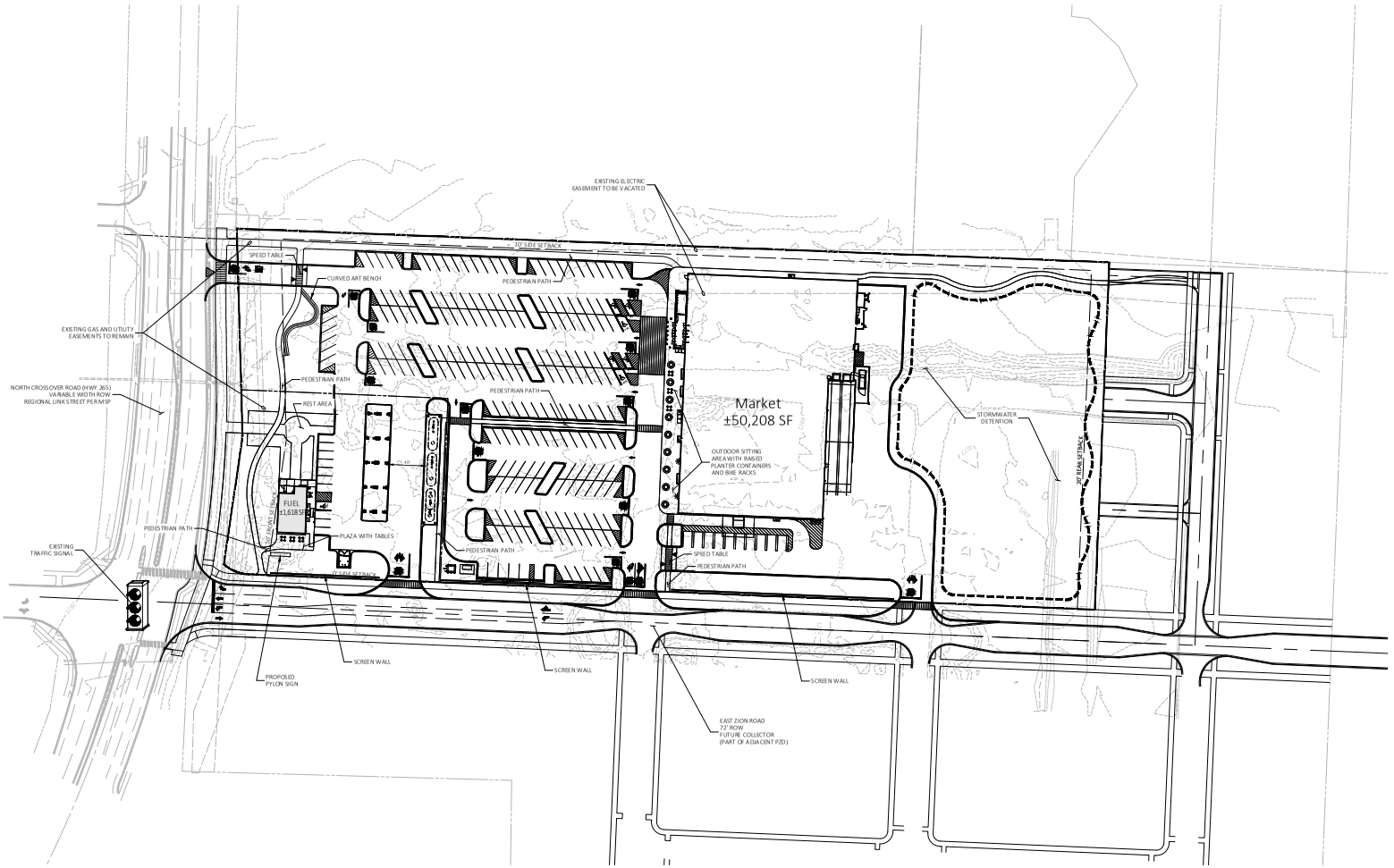
THE MARKET AT CROSSOVER

CITY OF FAYETTEVILLE, ARKANSAS



SITE AREA TABLE	
PLANNING AREA 1 (COMMERCIAL)	7.0 ACRES
MARKET	5.84 ACRES
FUEL STATION	1.16 ACRES
PLANNING AREA 2 (DETENTION BASIN)	2.0 ACRES
TOTAL AREA	9.0 ACRES

PARKING ANALYSIS TABLE	
MARKET BUILDING AREA	50,208 SF
PROPOSED PARKING	217 SPACES
PROPOSED PARKING RATIO	4.32 / 1,000 SF

FLOOD CERTIFICATION:

THIS PROPERTY IS NOT LOCATED WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD PLAIN, AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP FOR THE CITY OF FAYETTEVILLE, COMMUNITY PANEL NUMBER 05143C0090G EFFECTIVE DATE 1/25/2024.

0 40' 80' 120'
SCALE IN FEET

CEI ENGINEERING ASSOCIATES, INC.
2600 NE 11TH ST, SUITE 300
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844

PZD MASTER PLAN
THE MARKET AT CROSSOVER
N CROSSOVER RD. & E ZION RD.
CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS

PRELIMINARY
NOT FOR
CONSTRUCTION

PROFESSIONAL OF RECORD	AED
PROJECT MANAGER	CA
DESIGNER	MDA
CEI PROJECT NUMBER	34126
DATE	01/09/2026
REVISION	REV-1

PZD MASTER PLAN
SHEET TITLE
SHEET NUMBER
3 OF 3

© 2025 CEI ENGINEERING ASSOCIATES, INC.

DRAWING LOCATION: P:\34000\34126.01\DRAWINGS\01DESIGN\WORKING\34126 PZD PLAN.DWG - SAVED BY - SBLONDELL

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING: January 12, 2026 Updated with results

SUBJECT: **PZD-2025-0005: Planned Zoning District (N. CROSSOVER RD & E. ZION RD/THE MARKET AT CROSSOVER, 138):** Submitted by CEI ENGINEERING for property located on N. CROSSOVER RD & E. ZION RD. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 9.00 acres. The request is to rezone the property to a PLANNED ZONING DISTRICT.

RECOMMENDATION:
Staff recommends forwarding **PZD-2025-0005** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **PZD-2025-0005** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is at the northeast corner of N. Crossover Road and where a proposed extension of E. Zion Road is underway in association with the Chandler Crossing Development. The property is currently zoned under a Planned Zoning district, and it received this designation in 2021 (Ord. 6421). Surrounding land uses and zoning are depicted in *Table 1.*

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Elks Lodge	R-A, Residential Agricultural
South	Undeveloped (Chandler Crossing)	PZD, Planned Zoning District
East	Undeveloped (Chandler Crossing)	PZD, Planned Zoning District
West	Fayetteville Athletic Club	C-1, Neighborhood Commercial

Proposal: The applicant requests to rezone the property to a new Planned Zoning District with two planning areas, as described below:

- **Planning Area #1 (Commercial) – 6.97 acres:** This area will encompass the West side of the development, and will allow for commercial uses, with the primary intention of developing a grocery store and a separate convenience store with fueling stations on the property.

- **Planning Area #2 (Detention and open space) – 2.03 acres:** This area will encompass the east side of the property, and will set aside land for detention, drainage features, and natural spaces.

Public Comment: Staff has received inquiries about this proposal, but no direct comments regarding opposition or support. Individuals on the phone expressed some curiosity about the proposed use of the grocery store, suggesting it may be supported by the surrounding community.

INFRASTRUCTURE:

Streets: The property's frontage along North Crossover Road, a regional link, is improved with asphalt paving, curb and gutter, and sidewalk. Any street improvements required in these areas would be determined at the time of development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject property. There is an existing 12-inch water main along the east side of North Crossover Road at the northwest corner of the property.

Sewer: Sanitary sewer is available to the subject property. There is an existing 10-inch sewer main along the east side of North Crossover Road across the frontage of the property.

Drainage: Development on this site must meet the four Minimum Standards of Fayetteville's Drainage Criteria Manual for water quality, channel protection, overbank flood protection, and extreme flood protection. Review for conformance with these standards, and determination of any additional improvements for drainage, will be done with a development application. No portion of the subject property lies within a FEMA floodplain and there are no protected streams on site. No portion of the property lies within the Hillside-Hilltop Overlay District.

There are hydric soils on site. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits are issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required.

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 5, located at 2979 N. Crossover Rd., protects this site. The property is located approximately 1.9 miles from the fire station with an anticipated drive time of approximately 4 minutes using existing streets. The anticipated response time would be approximately 6.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed RPZD, Residential Planned Zoning District and the current PZD require **25% 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 Area.**

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 score range of **5-7** for this site with a weighted score of **8** at the highest level. Elements contributing to the highest score include the following:

- Adequate Fire Response (Insert fire station info here)
- Near Sewer Main (8" PVC and 10" DIP in N. Crossover Road)
- Near Water Main (12" PVC)
- Near City Park (Lake Fayetteville)
- Near Paved Trail (On-Street Bike Facility on N. Crossover; Planned Off-street Facility)
- Near ORT Bus Stop (N. Crossover Road)
- Appropriate Future Land Use (City Neighborhood)

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 that the proposed PZD is compatible with the surrounding land uses, especially with some added conditions of approval that staff recommends. The existing PZD allows for uses that primarily align with the CS zoning district, though also currently allows for gas stations and drive-thru restaurants by right. The current PZD also allows for residential uses by-right, which staff argues should also be incorporated in the applicant's current proposal. A key difference between the existing PZD requirements and the applicant's proposal reflects standards more in line with a traditional zoning pattern with traditional setbacks, rather than an urban form with a build-to zone. There is, however, a strong, existing pattern of traditional setbacks along this portion of N. Crossover Road which may help justify this shift in this instance, rather than holding firm to the urban form standard here; the properties to the west and southwest on the other side of the intersection are built to traditional setbacks, and the properties to the north and south are built to a rural standard currently. Form-based zoning is meant to encourage development to address the street to create a more walkable and pedestrian-friendly environment. The applicant's proposal will require that additional pedestrian-oriented elements and users**

of alternative forms of transportation are still accommodated at this site by writing higher-level requirements into their plans and requirements. Staff finds that this outcome will still benefit pedestrians and the surrounding community while still respecting the existing development pattern in the area.

Land Use Plan Analysis: **Staff finds that the proposed PZD is aligned with several goals of City Plan 2040, especially if mixed-use is still prioritized in the applicant's request. The infill score of the property is 7 at the highest level, though the Future Land Use map designates this area as a City Neighborhood Area, which calls for commercial and mixed-use development along intersections and major corridors; the applicant's proposal is directly in line with that goal. By providing heightened design standards at the property, orienting at least part of the use toward a proposed new trail along N. Crossover Road, and seeking to provide safe pedestrian walkways throughout the proposed parking lot, staff finds that the applicant's request is compatible with the current land use surroundings. This proposal is an incremental step towards the overarching City's goals.**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **The PZD and its proposed uses align with the future land use plans of the City, especially since the area is called out as being a City Neighborhood Area. The applicant has made efforts to incorporate walkable, pedestrian oriented elements throughout the site plan that would not typically be required in a C-1 zoning district. Staff finds that the proposal also seeks to respond to a market need for a grocery store in this area that may contribute to the City's goal of creating compact, complete, and connected developments.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The PZD is not likely to create or appreciably increase traffic danger and congestion at this location beyond what could already occur by-right under the existing allowances. The overarching Chandler Crossing development seeks to build out a Neighborhood Link Street connection of E. Zion Road at this location that will create opportunities for access on a lower classification street than N. Crossover Road. While development standards have not yet been fully reviewed for, the applicant will still be subject to meeting all necessary access management requirements as outlined in the unified development code.**

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 PZD in its current form does not have the opportunity to alter the population density since it does not currently allow for residential uses. However, staff finds that the insertion of the possibility of residential uses within the PZDs allowances could add additional population, though likely**

not to an undesirable degree. Fayetteville Public Schools did not comment on this request, but it is worth mentioning that a new school is currently under development about ¾ mile south.

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

§ 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: **Staff finds that the proposed PZD meets several of the factors above, including flexibility by incorporating a variety of uses in Planning Area 1, though staff recognizes that housing would also be a value-add to the use schedule. The project also seeks to minimize negative impacts on future development, and provides open space by maintaining a planning area solely dedicated to open space and potential for recreation. Staff does not find that an existing zoning regulation would be violated with this PZD.**

RECOMMENDATION: Staff recommends forwarding **PZD-2025-0005** to the City Council with a recommendation of approval, with the following conditions.

Conditions of Approval:

1. Planning Area 1 shall incorporate Use Unit 26 within the proposed use schedule, by right.

2. Precise acreage for each Planning Area shall be confirmed with a resubmittal of the PZD booklet and associated documents prior to being heard by City Council.

Planning Commission Action: ☒ **Forwarded** ❒ **Tabled** ❒ **Denied**
with all conditions as recommended by staff.

Meeting Date: **January 12, 2026**

Motion: Payne

Second: Gulley

Vote: 6-1-0 (Werner opposed)

BUDGET/STAFF IMPACT:
None

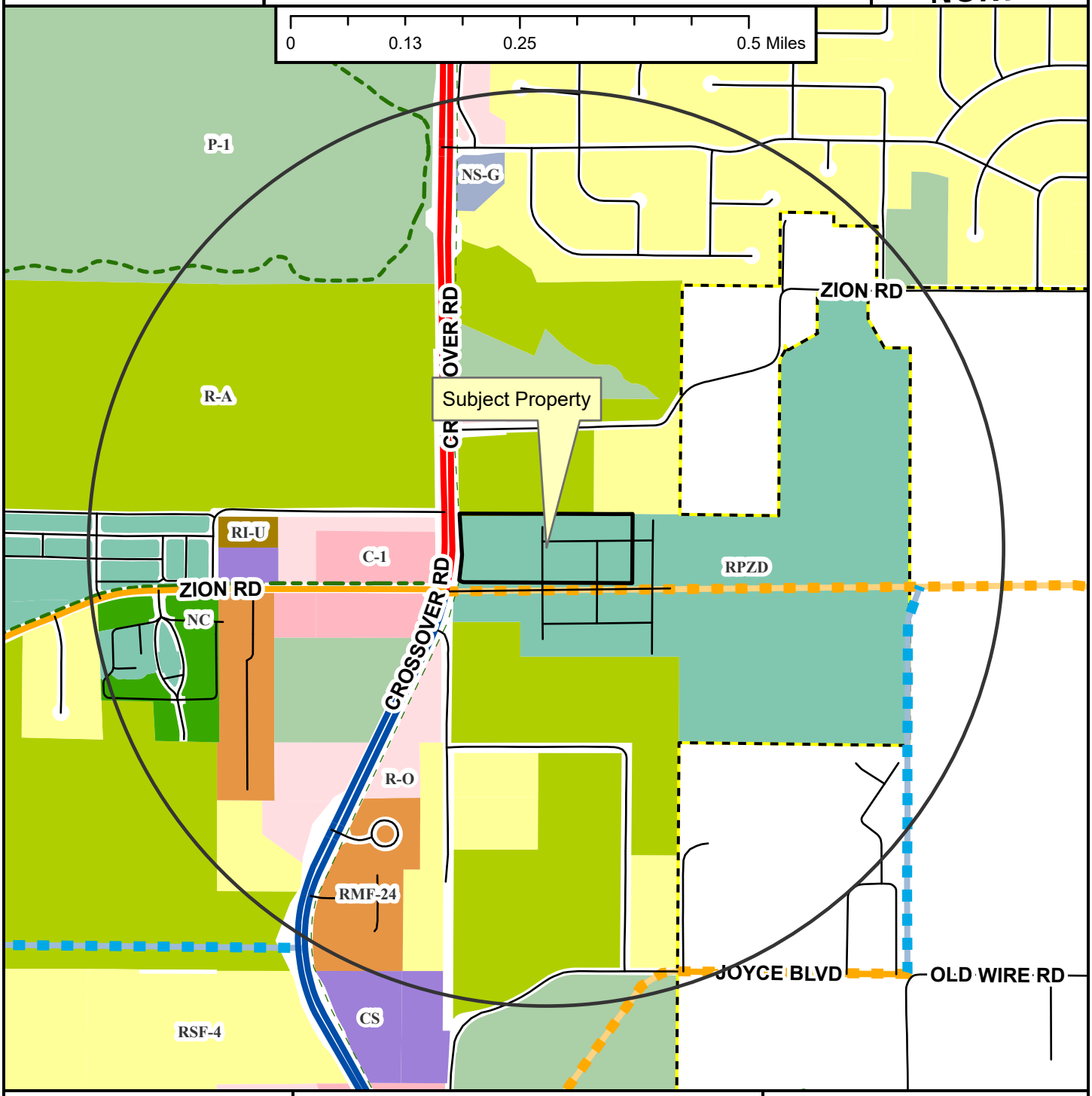
ATTACHMENTS:
- One Mile Map
- Close Up Map
- Current Land Use Map
- Future Land Use Map
- Applicant Request Letter
- PZD Booklet

PZD-2025-0005

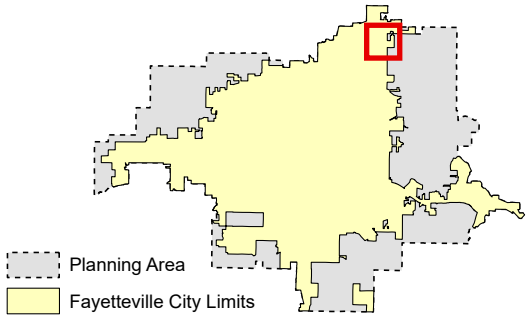
One Mile View

N. CROSSOVER RD & E. ZION RD

NORTH



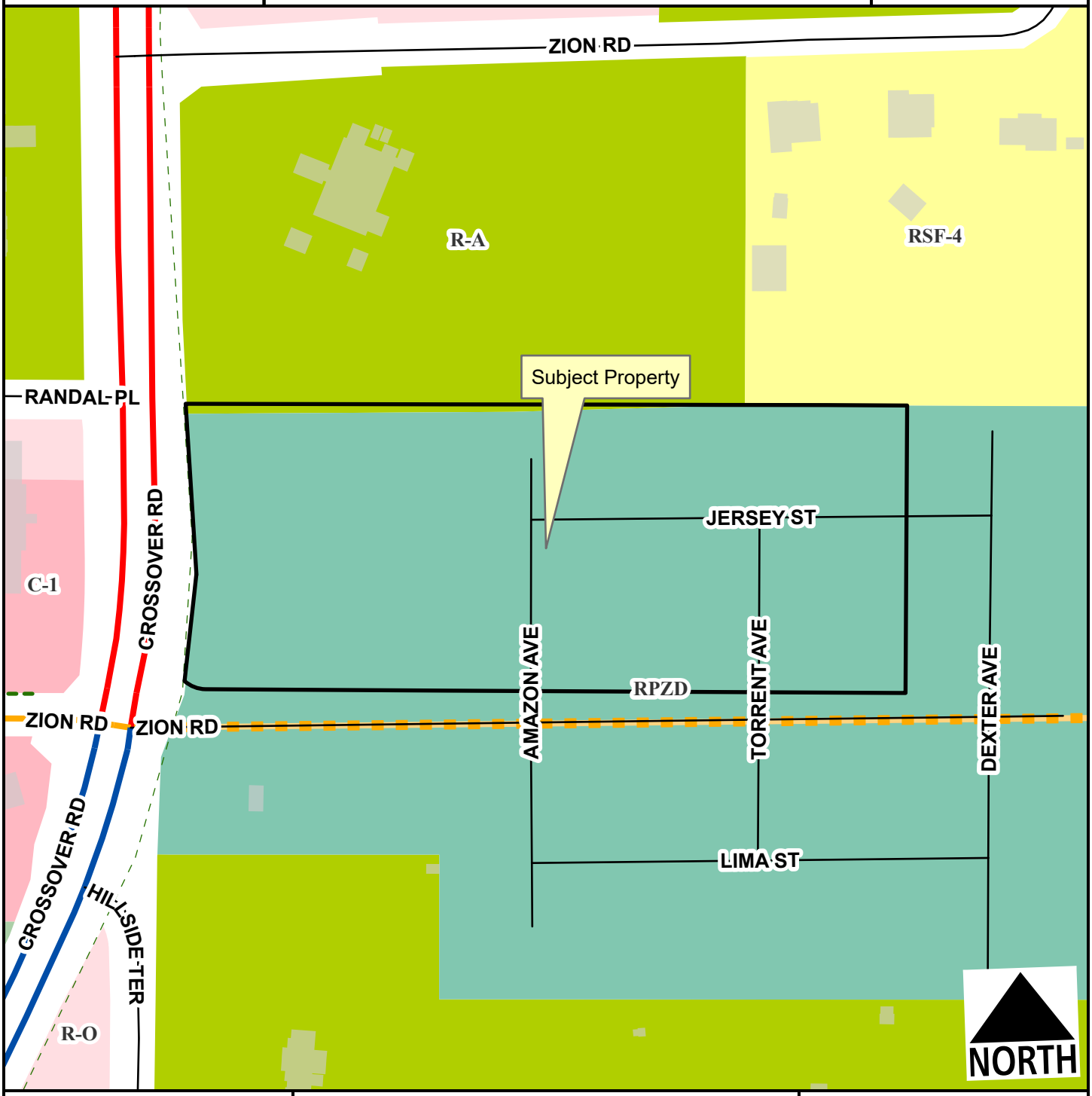
- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



PZD-2025-0005

Close Up View

N. CROSSOVER RD & E. ZION RD



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

Feet

0 75 150 300 450 600

1:2,400

PZD-2025-0005

Current Land Use

N. CROSSOVER RD & E. ZION RD

NORTH

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

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

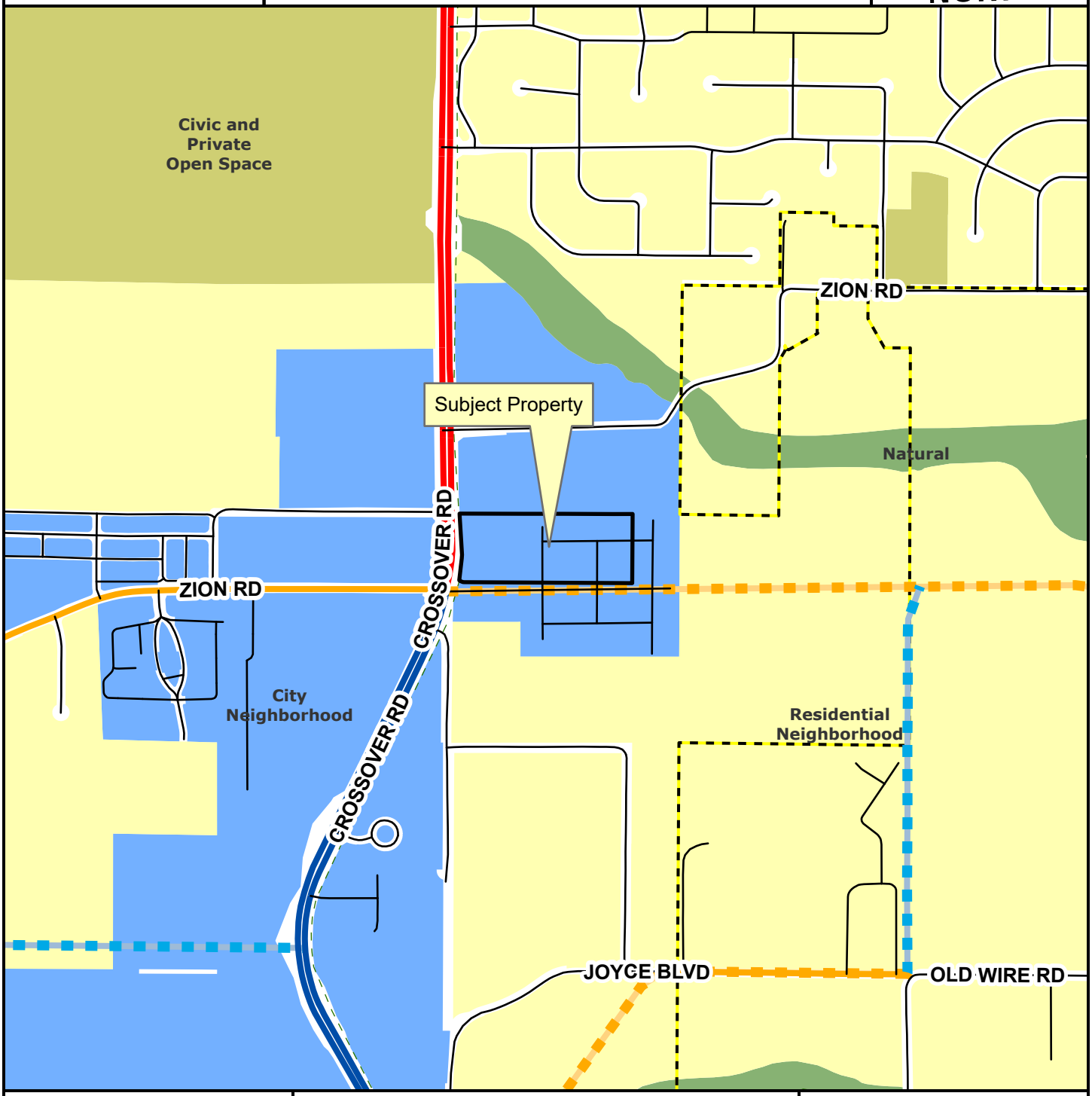
- 100-Year Floodplain
- Floodway

PZD-2025-0005

Future Land Use

N. CROSSOVER RD & E. ZION RD

NORTH



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

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management

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Bentonville, AR 72712
Office: 479.273.9472
Toll-free: 1.800.433.4173
ceieng.com

Planned Zoning District Submittal
The Market at Crossover
Northeast corner of Crossover Road and Zion Road
Parcel 765-13219-000
Fayetteville, AR 72703
CEI # 34126

December 3, 2025

Dear Commissioners,

We respectfully submit the attached documentation and request approval for the establishment of a new Planned Zoning District (PZD) encompassing approximately 9.00 acres of a larger tract located at Crossover Road and Zion Road. The proposed development vision does not align with the existing PZD standards and planning areas currently governing the property. The updated zoning will enable the creation of a neighborhood commercial center that includes a grocery store, fueling services, and public communal spaces. These amenities are not currently available in the immediate vicinity and will significantly enhance daily convenience, walkability, and addressing key needs for localresidents.

The proposed development consists of two distinct planning areas. The first is a commercial zone that will accommodate the grocery store, fueling facilities, and complementary neighborhood services and amenities. The second planning area is dedicated to landscape and stormwater detention, designed to manage runoff effectively.

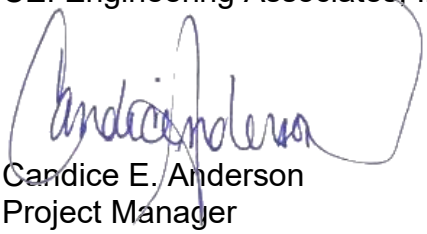
Site access will be provided by a proposed neighborhood linked street Zion Road extension. In addition, a supplementedby a right-in and right-out drive approach at Crossover Road, which will provide access to the northwest corner of the site. The project will fully comply with all applicable city standards for landscaping, lighting, sidewalks, and utilities. A traffic impact study will accompany the preliminary plat to ensure the surrounding street network can adequately support the proposed development.

The surrounding context includes commercial zoning to the west and south, as well as surrounding established residential neighborhoods. The project has been thoughtfully designed to integrate with both, offering essential services while incorporating appropriate landscape buffering and photometric measures to protect adjacent properties.

This proposal advances the objectives of the Comprehensive Land Use Plan by introducing a neighborhood commercial destination within walking and biking distance of nearby communities. It strengthens connectivity and fosters a more complete neighborhood fabric by providing services that residents currently must travel considerable distances to access.

For these reasons, the proposed PZD represents a strategic and beneficial update to the property and aligns with both neighborhood needs and the city's long-term planning goals. We respectfully request your consideration and approval of this application and trust that the enclosed materials provide the necessary information to facilitate review and processing of this Planned Zoning District application. Please contact me directly if you require any further clarification or supporting documentation. We look forward to the opportunity to address any questions or provide additional details as needed.

Respectfully Submitted,
CEI Engineering Associates, Inc.



Candice E. Anderson
Project Manager
Commercial I Department

Civil Engineering, Landscape Architecture,
Survey, Planning & Program Management

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PLANNED ZONING DISTRICT BOOKLET

PREPARED FOR:
THE MARKET AT CROSSOVER
CROSSOVER ROAD AND ZION ROAD
FAYETTEVILLE, AR

DATE:
DECEMBER 2025

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A. CURRENT OWNERSHIP

The subject property comprises approximately 9.00 acres and is part of a larger 22.41-acre tract identified as Parcel ID 765-13219-000. The entire tract is presently owned by Chandler Crossing, LLC; however, the 9.00-acre portion is proposed to be sold to a national retailer represented by:

CEI Engineering Associates, Inc.
Candice Anderson
canderson@ceieng.com
2600 NE 11th St., Suite 300
Bentonville, AR 72712

Watkins, Boyer, Gray & Curry, PLLC
William Kellstrom
mwkellstrom@watkinslawoffice.com
1106 W. Poplar
Rogers, AR 72756

B. PROJECT SUMMARY

The proposed development will include two planning areas designed to serve as a destination for residents in the surrounding community. These areas will introduce essential grocery and fueling services that are currently limited or unavailable near the site, significantly improving convenience, walkability and addressing key needs for local residents. The project will incorporate substantial pedestrian and bicycle features intended to make this a walkable destination from the adjacent Chandler Crossing subdivision. All planning areas will incorporate accessibility enhancements and open space improvements to support a well-connected and community-focused environment.

C. GENERAL PROJECT CONCEPT

1) **Street and Lot Layout:** The development will feature a detention basin positioned along the Eastern property line at the rear of the site, while the main store will face West to maximize visibility and accessibility. A compact convenience store will be strategically located at the Southwest corner of the property. Primary access will be provided via a newly constructed Central Neighborhood Link Street, extending east from the intersection of Crossover Road and Zion Road. Additionally, a right-in/right-out driveway will offer direct access to Crossover Road at the Northwest corner of the development, ensuring efficient traffic flow and connectivity.
2) **Site Plan Showing Proposed Improvements**: A site and master plan will be attached with this Booklet.
3) **Buffer Areas** Shall conform to all city standards with the UDC, unless otherwise noted.
4) **Tree Preservation Areas:** Tree preservation plans, and landscape plans will be required and submitted once development begins on any individual large scale or when a preliminary plat application and development plan is submitted.
5) **Storm Water Detention Areas and Drainage** will consist of one detention basin positioned along the Eastern property line at the rear of the site, within Planning Area 2. The drainage report will further detail the proposed system by which storm water will be carried through the development.
6) **Undisturbed Natural Areas:** The site has recently undergone earthwork and initial development activities and currently features minimal tree coverage and sparce vegetation.

7) **Existing and Proposed Utility Connections and Extensions**: Existing water and sanitary sewer mains are located at Crossover Road.
8) **Development and Architectural Design Standards** Shall conform to all city standards with the UDC, unless otherwise noted.
9) **Building Elevations** have been submitted with this application.

D. PROPOSED PLANNING AREAS (PA's)

1) **Planning Area 1 (Commercial)** – This area will encompass the West side of the development. This district will be designed to provide grocery and fueling services to support the surrounding areas.

2) **Planning Area 2 (Detention Basin)** – This is area will encompass all the detention, drainage features, forested areas, natural areas, and recreational features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space.

These planning areas will be described within Section E and Section F of this booklet, along with a map delineating the planning areas. The map will be attached as the Zoning and Development Standards by Planning Area map concurrently submitted with this booklet.

E. PROPOSED ZONING STANDARDS

1) Planning Area 1 (Commercial)

The zoning within this portion of the PZD will be based largely on the existing C-1 (Neighborhood Commercial) zoning district, conforming to the standard non-urban form requirements. This district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

Commercial 1 Zoning District:
Permitted uses by unit:

Unit 1	City-wide uses by right
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 16	Shopping goods
Unit 18	Gasoline service stations and drive-in-through restaurants
Unit 25	Offices, Studios, and related services
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Conditional uses by unit:

Unit 2	City-wide uses by conditional permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

Non-Residential Intensity:

- Acreage: 1.24 acres, Non-residential SF: 54,000 SF

Bulk and area regulations:

- Lot width minimum: None
- Lot area minimum: None
- Setback requirements:
  - Front 15 feet.
    50 feet (if parking is allowed between the right-of -way and the building.
  - Side None
    15' (When contiguous to a single-family residential district)
  - Rear 20 feet
- Height regulations: 5 Stories

Site Planning:

- **Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
- **Parking** shall be associated with proposed use and will conform with Chapter 172 of the UDC, unless otherwise shown in the development plans.
- **Architectural design standards** shall conform to building and development requirements within the UDC, unless otherwise shown in the development plans.
- **Signage** allowed with the planning areas shall conform to large scale or non-large scale development requirements within UDC Chapter 174, unless otherwise shown in the development plans.
- **Additional Landscape Features:** The development shall incorporate various bike, pedestrian, and landscape features, above the minimum requirements of the UDC, such as premium bike racks, seating areas, gathering spaces, streetscape enhancements, and improved pedestrian and bike connectivity features, as shown on the site plan, or as otherwise approved by Planning Staff.

Waivers / Variances
The applicant will submit for any required waivers or variances to the UDC during the large-scale development process.

2) Planning Area 2 (Detention Basin)

This area will encompass all the detention basin, drainage features, forested areas, natural areas, recreational features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space.

Non-residential Zoning District:
Permitted uses by unit:

Unit 1	City-wide uses by right
Unit 6	Agriculture

Conditional uses by unit:

Unit 2	City-wide uses by conditional permit
Unit 4	Cultural and recreational facilities

Non-Commercial Intensity:

- Acreage: 0 acres, Non-residential SF: 0 SF

Bulk and area regulations:

- Lot width minimum: None
- Lot area minimum: None
- Setback requirements:
  - Front 35 feet.
  - Side 20 feet
  - Rear 35 feet
- Height regulations: There shall be no maximum height limits within the planning area, 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.
- Building area: There shall be no building area lot requirements for open space, non-buildable, or detentions pond lots.

Site Planning

- **Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
- **Parking** shall be associated with proposed use and will conform with Chapter 172 of the UDC, unless otherwise shown in the development plans.
- **Architectural design standards** shall conform to building and development requirements within the UDC, unless otherwise noted.
- **Signage** allowed with the planning areas shall conform to large scale or non-large scale development requirements within UDC Chapter 174, unless otherwise shown in the development plans.

Waivers / Variances
The applicant will submit for any required waivers or variances to the UDC during the large-scale development process.

G. PLANNING AREA ZONING CHARTS

1) Planning Area 1 (Commercial)

A breakdown of the proposed Planning Area 1 (Commercial) zoning district within the PZD versus the City of Fayetteville current PZD zoning of the property is provided in the following table.

Regulation	Current Zoning		Proposed Zoning
	PZD, PA 1 (Commercial)	PZD, PA 2 (Residential 1)	PZD, PA 1 (Commercial)
Density	Non-residential SF – 269,900	None	None
Lot Width Minimum	18 feet for a dwelling, None for all other uses		None
Lot Area Minimum	No minimum lot area		None
Setbacks	Front: 10'-25' Build to zone Side: 0' or 15' if contiguous to single family residential Rear: 0' or 15' if contiguous to single family residential		Front: 15 feet 50 feet (if parking is allowed between the right-of -way and the building. Side: None 15' (When contiguous to a single-family residential district) Rear: 20 feet
Building Height Maximum	5 Stories	2 stories / 3 stories	5 Stories
Building Area	None		None
Minimum Buildable Street Frontage	50% of the Lot Width	None	None

2) Planning Area 2 (Detention Basin)

A breakdown of the proposed Planning Area 2 (Detention Basin) zoning district within the PZD versus the City of Fayetteville current PZD zoning of the property is provided in the following table.

Regulation	Current Zoning	Proposed Zoning
	PZD, PA 2 (Residential 1)	PZD, PA 2 (Detention Basin)
Density	None	None
Lot Width Minimum	18 feet for a dwelling	None
Lot Area Minimum	None	None
Setbacks	Front: 15 feet 50 feet (if parking is allowed between the right-of -way and the building. Side: None	Front 35 feet. Side 20 feet Rear 35 feet
Building Height Maximum	2 stories / 3 stories	No maximum height*
Building Area	None	None**

* There shall be no maximum height limits within the planning area, 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.

** There shall be no building area lot requirements for open space, non-buildable, or detentions pond lots.

H. ANALYSIS OF SITE CHARACTERISTICS

The proposed Planned Zoning District (PZD) encompasses a 9.00-acre tract of open land. The site has recently undergone earthwork and initial development activities and currently features minimal tree coverage and sparse vegetation. The topography gently slopes toward the Northeast. Additionally, offsite drainage from Crossover Road currently discharges onto the property and will need to be re-routed around the development to accommodate site planning and infrastructure.

I. RECREATIONAL FACILITIES

The development is a short drive down Zion Road from the Lake Fayetteville trails, connections to the Razorback Greenway, Veterans Park, The Lake Fayetteville ballfields and Marina, and the Botanical Garden of the Ozarks.

J. REASON FOR THE REQUEST OF ZONING CHANGE

The proposed 9.01-acre tract is currently zoned as a Planned Zoning District (PZD). However, the proposed development overlaps multiple Planning Areas within the current PZD, and the current Planning Area 1 designation for commercial use, along with its bulk area regulations, does not align with the intended development plan. To better support the proposed development, and to align the development with City planning goals, the proposed PZD will largely follow C-1 zoning requirements, consistent with adjacent properties to the West. This approach will allow for the creation of a community destination that introduces essential services, including grocery and fueling options, which are currently lacking near the site. The development will enhance convenience, encourage alternative mode of transportation, such as walking and biking and meet key needs for residents in the surrounding area.

K. RELATION TO EXISTING AND SURROUNDING PROPERTIES

The proposed Planned Zoning District (PZD) is designed to complement and align with the existing C-1 commercial zoning regulations of the adjacent development to the West. To the South, the property is zoned PZD for commercial use, while the remaining surrounding properties are primarily residential in nature. Strategically located at the intersection of Crossover Road and Zion Road, this development is positioned to serve as a vibrant destination for nearby residents, offering essential services that are currently limited or unavailable within close proximity. The development is also intended to provide walkable shopping for daily necessities to the proposed residential development in Chander Crossing PZD.

The introduction of grocery and fueling services will significantly enhance convenience and meet critical daily needs for the local community. By bridging the gap between residential areas and commercial amenities, the proposed PZD will contribute to a more balanced and accessible neighborhood environment.

Access to the site will be provided via designated entry points along Crossover Road, ensuring efficient traffic flow. A comprehensive traffic study will be submitted with the preliminary plat plan to evaluate trip generation and distribution, ensuring that the development integrates smoothly with existing infrastructure.

Signage within the proposed PZD will be thoughtfully designed to reflect the character and quality of surrounding developments. High-quality pylon and monument signs will be utilized, and all signage will comply with the standards outlined in Chapter 174 of the Unified Development Code (UDC).

L. FAYETTEVILLE COMPREHENSIVE LAND USE PLAN COMPLIANCE

The proposed Planned Zoning District (PZD) is located within the City Neighborhood Area. While the development does not include a residential component, it will be designed to support the growth and vitality of surrounding residential neighborhoods, such as the adjacent Chander Crossing PZD. Positioned at the key intersection of Crossover Road and Zion Road, the site will serve as a dynamic commercial hub, offering essential services such as grocery and fueling options that are currently limited or unavailable nearby. This will significantly improve convenience and quality of life for residents.

In addition to vehicular access, the development will incorporate pedestrian and bike friendly design elements and establish direct connections to the City's trail system. These enhancements will promote walkability, encourage alternative transportation options, and ensure safe, convenient access for residents in adjacent neighborhoods. By integrating with the broader mobility network, the PZD will foster a more connected and accessible community environment.

The development will be carefully designed to minimize and mitigate potential adverse impacts on adjacent residential areas. A range of strategies will be implemented to ensure compatibility and preserve neighborhood character, including:

- Traffic Management: A comprehensive traffic study will be conducted to assess trip generation and distribution. Access points will be strategically placed to minimize congestion and avoid cut-through traffic in residential areas.
- Noise Reduction: Site layout will be planned to limit noise impacts. Landscaping buffers and sound attenuation measures will be incorporated where necessary. Landscaping throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
- Visual Appearance: Architectural design and materials will reflect high-quality standards and complement surrounding developments. Landscaping and screening will be used to soften visual impacts and enhance aesthetics.
- Lighting Control: Outdoor lighting will be directed downward and shielded to prevent light spillover into adjacent residential properties, in compliance with chapter 176 of the code of Ordinances for the City of Fayetteville.
- Drainage and Stormwater Management: A dedicated detention basin planning area will be included to manage stormwater runoff effectively, ensuring no negative impact on neighboring properties.

These measures collectively aim to create a well-integrated development that enhances the surrounding community while respecting the character and needs of nearby residential areas.

M. TRAFFIC STUDY

A comprehensive traffic study will be submitted with the large-scale development plan to evaluate trip generation and distribution, ensuring that the development integrates smoothly with existing infrastructure.

N. IMPACTS OF CITY SERVICES

The proposed development will be supported utility infrastructure designed to meet both current and future needs. An 8-inch water main will be installed to service the site, including the placement of appropriately spaced fire hydrants to ensure adequate fire protection. This water main will connect to an existing 12-inch main along Crossover Road, allowing for extended service to adjacent parcels and supporting broader utility integration.

Sanitary sewer service will be provided via an 8-inch gravity sewer system, which will tie into an existing 10-inch sewer line located along Crossover Road. Preliminary coordination with Fayetteville Utilities has indicated that sewer capacity, hydrant flow, and water pressure in the area are sufficient to support the proposed development without concern.

Additional city services impacted by the development include fire, police, and sanitation. Emergency services will have direct access to all commercial buildings via the internal street network and surrounding drive aisles. Fire hydrants will be strategically located along street frontages and drive aisles to ensure access in the event of an emergency.

Trash collection services will be accommodated through screened dumpster areas located near the rear of each commercial building, maintaining both functionality and visual appeal.

O. CONCEPTUAL DESCRIPTIONS OF DEVELOPMENT STANDARDS

The development standards and conditions for the proposed Planned Zoning District (PZD) are being established to ensure compatibility with surrounding land uses, promote cohesive and contiguous development, promote alternative modes of transportation like walking and biking, and enhance the overall functionality and appeal of the area. While the PZD is commercially focused, its design will contribute to a high-quality built environment that supports nearby residential growth and public infrastructure.

The intent is to create a well-integrated commercial destination that aligns with community expectations for design, accessibility, and environmental quality, while also protecting public investments and reinforcing the long-term vision for the district.

1) **Screening and Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.

2) **Traffic and Circulation:** A comprehensive traffic study will be submitted with the preliminary plat plan to evaluate trip generation and distribution, ensuring that the development integrates smoothly with existing infrastructure.
3) **Parking Standards:** Parking shall be associated with proposed use and will conform to Chapter 172 in the UDC, unless otherwise shown in the development plans.
4) **Perimeter Treatment** shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the developer to ensure long-term visual quality and environmental performance.
5) **Sidewalks** shall follow a standard throughout the development. Typical sidewalk shall follow the Master Street plan for each street section (ex: Residential Link, Neighborhood Link). Sidewalks shall all meet Master Street Plan requirements.
6) **Streetlights** shall be of a uniform type throughout the development. All streetlights shall be full cut-off fixtures, and a lighting system shall appropriately light all public areas. All streetlights shall be per Ozark Electric Cooperative and meet UDC code 166.04(B)(3)(g)
7) **Water** mains and services shall be provided for each commercial building. Water mains shall be per Fayetteville 2017 Water and Sewer Specifications, utilizing an 8" AWWA C900 PVC, DR14 material. Water services shall follow these same specifications for meters and service lines.
8) **Sewer** services shall be provided for each commercial building. Sewer mains shall be per Fayetteville 2017 Water and Sewer Specifications, utilizing an 8" PVC SDR 26. Sewer services shall follow these same specifications for any service lines.
9) **Streets** shall conform to City of Fayetteville minimum street standards. Street design shall be reviewed by the Engineering department from the City of Fayetteville.
   Drainage and storm design will be provided on the attached site design/master plan. Drainage and storm design will be reviewed by the Engineering Department from the City of Fayetteville.
10) **Construction of Nonresidential Facilities:** Any non-residential facilities not proposed with this application will follow all applicable Non-Residential Design Standards (UDC chapter 166.24 & 166.25), Large scale development standards, or non-large scale development standards where applicable.
11) **Tree Preservation** plans and landscape plans will be required and submitted once development begins on any individual large scale or when a preliminary plat application and development plan is submitted.
12) **Architectural Design Standards:** For non-residential structures and commercial areas, the architectural design will not be defined in this booklet. Any commercial buildings within Planning Area 1 will be submitted by Large Scale Development application and subject to city code, and any non-residential structures shall conform to all city standards with the UDC, unless otherwise shown in the development plans.
13) **Proposed Signage:** Signage will not be allowed except for what is already stated in the Planning Areas section of this Booklet. Any applicable signage to be proposed will conform to all regulations in the City of Fayetteville's ordinances UDC 174, unless otherwise shown in the development plans.

14) **View Protection:** View protection shall be considered if any proposed work is to occur outside the scope of the proposed PZD and its master plan.
15) **Covenants, Trust, and Homeowner Associations**: It is not anticipated at the time that the development will be subject to any protective covenants or owners associations.

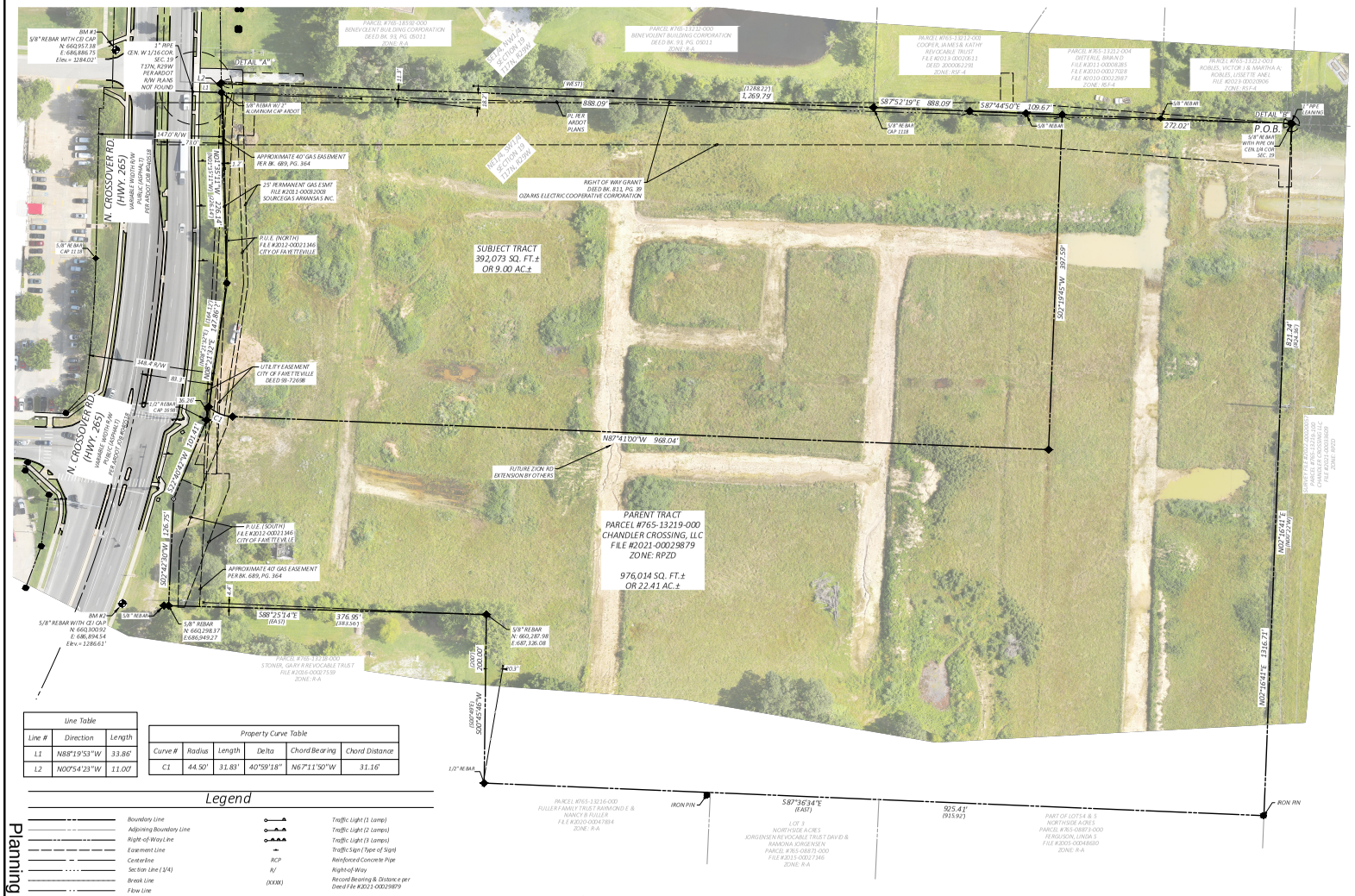
P. PLANNED ZONING DISTRICT INTENT / PURPOSE

The intent of the proposed commercial development is to align with the goals and vision outlined in the City of Fayetteville's 2040 Land Use Plan for the City Neighborhood Area. This project is designed to create a vibrant, accessible destination that serves the surrounding residential community by introducing essential services such as grocery and fueling options. These services are currently limited or unavailable near the site, and their inclusion will significantly improve convenience and meet key daily needs for local residents.

By thoughtfully integrating land use, accessibility, and service offerings, the development will contribute to a completer and more connected neighborhood environment, supporting both current and future growth in the area.

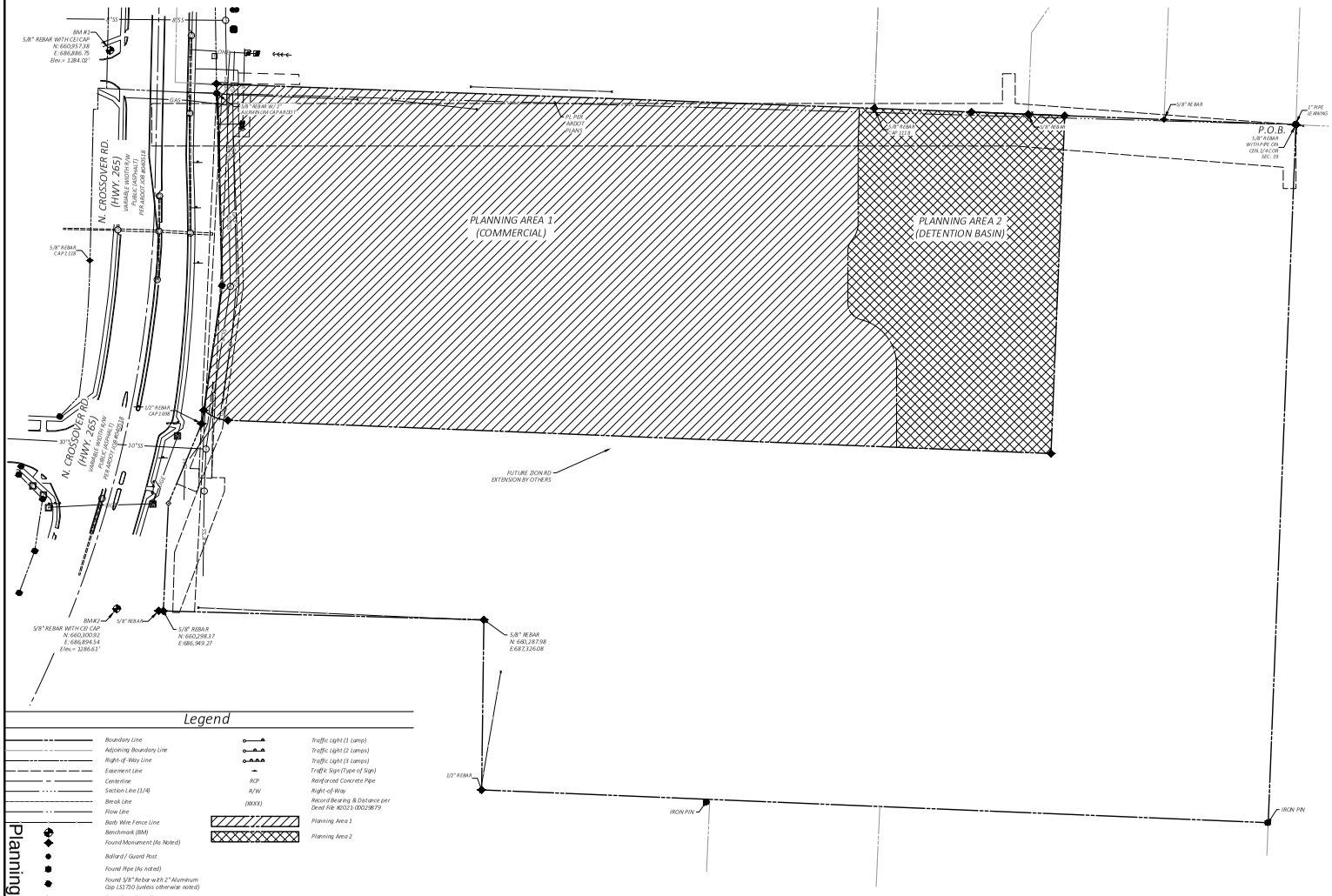
THE MARKET AT CROSSOVER

CITY OF FAYETTEVILLE, ARKANSAS


SUBJECT TRACT
392,073 SQ. FT.±
OR 9.00 AC.±
PARENT TRACT
PARCEL #765-13219-000
CHANDLER CROSSING, LLC
FILE #2021-00029879
ZONE: RPZD
976,014 SQ. FT.±
OR 22.41 AC.±
N. CROSSOVER RD. (HWY. 265)
FUTURE ZION RD EXTENSION BY OTHERS
P.O.B.
POINT OF BEGINNING
N87°41'00"W 968.04'
S87°52'19"E 888.09'
S87°44'50"E 109.67'
272.02'
S02°19'45"W 397.59'
821.24' (N4.86')
N02°16'41"E (N02°2'W)
1316.71'
S87°36'34"E (EAST)
925.41' (915.92')
S00°45'46"W 200.00'
S02°40'42"W 126.75'
S88°25'14"E (BASIS) 376.95' (388.56')
N02°54'23"W 110.44'
147.86' (N2°54'23"W)
11.00' (N0°54'23"W)
RIGHT OF WAY GRANT
DED BK. 811, PG. 39
OZARKS ELECTRIC COOPERATIVE CORPORATION
APPROXIMATE 40' GAS EASEMENT
PER BK. 689, PG. 364
25' PERMANENT GAS ESMT
FILE #2011-00012008
SOURCEGAS ARKANSAS INC.
P.U.E. (NORTH)
F.I.L.E #2012-00021346
CITY OF FAYETTEVILLE
UTILITY EASEMENT
CITY OF FAYETTEVILLE
DEED 99-72698
P.U.E. (SOUTH)
F.I.L.E #2012-00021346
CITY OF FAYETTEVILLE
APPROXIMATE 40' GAS EASEMENT
PER BK. 689, PG. 364
BM #1
5/8" REBAR WITH CEI CAP
N: 660,957.38
E: 686,886.75
Elev.= 1284.02'
BM #2
5/8" REBAR WITH CEI CAP
N: 660,300.92
E: 686,894.54
Elev.= 1286.61'
1" PIPE
CEN. W 1/16 COR
SEC. 19
T17N, R29W
PER ARDOT
R/W PLANS
NOT FOUND
5/8" REBAR W/ 2" ALUMINUM CAP ARDOT
5/8" REBAR
CAP 1218
5/8" REBAR
W/ CAP LS1638
5/8" REBAR
N: 660,298.37
E:686,949.27
5/8" REBAR
N: 660,287.98
E:687,326.08
1/2" REBAR
1" PIPE
LEANING
DETAIL "A"
DETAIL "B"
PARCEL #765-13212-000
BENEVOLENT BUILDING CORPORATION
DEED BK. 93, PG. 09013
ZONE: R-A
PARCEL #765-13213-000
COOPER, JAMES & KATHY
REVOCABLE TRUST
F.I.L.E #2013-00008613
DEED: 2000062210
ZONE: RSF-4
PARCEL #765-13212-004
DATTERUD, BRIAN D.
F.I.L.E #2013-00008285
F.I.L.E #2010-00027028
F.I.L.E #2013-00012987
ZONE: RSF-4
PARCEL #765-13213-003
ROBLES, VICTOR J. & MARTHA A.
ROBLES, LISSETTE ANEL
F.I.L.E #2023-00030066
ZONE: RSF-4
PARCEL #765-13220-000
STONER, GARY R REVOCABLE TRUST
F.I.L.E #2016-00027159
ZONE: R-A
PARCEL #765-13216-000
FULLER FAMILY TRUST RAYMOND E. & NANCY B FULLER
F.I.L.E #2020-00047804
ZONE: R-A
PART OF LOTS 4 & 5
NORTHSIDE ACRES
PARCEL #765-08871-000
FERGUSON, LINDA S.
F.I.L.E #2005-00048810
ZONE: R-A
LOT 1
NORTHSIDE ACRES
JORGENSEN REVOCABLE TRUST DAVID & RAMONA JORGENSEN
PARCEL #765-08871-000
F.I.L.E #2015-00017346
ZONE: R-A
IRON PIN
IRON PIN
1/2" REBAR
5/8" REBAR
WITH PIPE ON
CEN. 1/4 COR
SEC. 19
N01°00'32"W
0.83'
1" PIPE
LEANING
NEW R.O.W. DEDICATION
SECTION 19
T17N, R29W
EXISTING R.O.W.
SECTION 19
T17N, R29W
WEST
(1288.22')
1,269.79'
888.09'
272.02'
109.67'
5/8" REBAR
5/8" REBAR
CAP 1218
5/8" REBAR
WITH PIPE ON
CEN. 1/4 COR
SEC. 19
1" PIPE
LEANING
5/8" REBAR
CAP 1218
5/8" REBAR
CAP 1218
5/8" REBAR
CAP 1218
1/2" REBAR
CAP 1218
1/2" REBAR
CAP 1218
S 88°25'14" E
88.37'
148.4' R/W
147.86'
(N2°54'23"W)
11.00'
(N0°54'23"W)
110.44'
(N2°40'42"W)
126.75'
(S02°40'42"W)
200.00'
(S00°45'46"W)
0.3'
1316.71'
(N02°16'41"E)
821.24'
(N4.86')
397.59'
(S02°19'45"W)
1.2'
1.1'
1.2'
1.1'
1.2'
1.1'

THE MARKET AT CROSSOVER

CITY OF FAYETTEVILLE, ARKANSAS



0 60' 90' 120'

SCALE IN FEET

Legend

- Boundary Line
- Adjoining Boundary Line
- Right-of-Way Line
- Easement Line
- Centerline
- Section Line (1/4)
- Break Line
- Flow Line
- Barb Wire Fence Line
- Benchmark (BM)
- Found Monument (As Noted)
- Bollard / Guard Post
- Found Pipe (As noted)
- Found 5/8" Rebar with 2" Aluminum Cap LS1710 (unless otherwise noted)
- Fence Post (Wood)
- Traffic Light (1 Lamp)
- Traffic Light (2 Lamps)
- Traffic Light (3 Lamps)
- Traffic Sign (Type of Sign)
- RCP — Reinforced Concrete Pipe
- R/W — Right-of-Way
- (XXXX) — Record Bearing & Distance per Deed File #2013-00029879
- Planning Area 1
- Planning Area 2

Planning Area 1 (Commercial)
The zoning within this portion of the PZD will be based largely on the existing C-1 (Neighborhood Commercial) zoning district, conforming to the standard non-urban form requirements. This district is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas.

Commercial 1 Zoning District:
Permitted uses by unit:

Unit 1	City-wide uses by right
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 16	Shopping goods
Unit 18	Gasoline service stations and drive-in-through restaurants
Unit 25	Offices, Studios, and related services
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Conditional uses by unit:

Unit 2	City-wide uses by conditional permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

Non-Residential Intensity:
- Acreage: 1.24 acres, Non-residential SF: 54,000 SF

Bulk and area regulations:
- Lot width minimum: None
- Lot area minimum: None
- Setback requirements:
  - Front 15 feet.
    50 feet (if parking is allowed between the right-of -way and the building.
  - Side None
    15' (When contiguous to a single-family residential district)
  - Rear 20 feet
- Height regulations: 5 Stories

Site Planning:
- **Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
- **Parking** shall be associated with proposed use and will conform with Chapter 172 of the UDC, unless otherwise shown in the development plans.
- **Architectural design standards** shall conform to building and development requirements within the UDC, unless otherwise shown in the development plans.
- **Signage** allowed with the planning areas shall conform to large scale or non-large scale development requirements within UDC Chapter 174, unless otherwise shown in the development plans.
- **Additional Landscape Features:** The development shall incorporate various bike, pedestrian, and landscape features, above the minimum requirements of the UDC, such as premium bike racks, seating areas, gathering spaces, streetscape enhancements, and improved pedestrian and bike connectivity features, as shown on the site plan, or as otherwise approved by Planning Staff.

Planning Area 2 (Detention Basin)
This area will encompass all the detention basin, drainage features, forested areas, natural areas, recreational features. The zoning district is designed to permit and encourage the minimum amount of development, protect natural features, encompass all common open space.

Non-residential Zoning District:
Permitted uses by unit:

Unit 1	City-wide uses by right
Unit 6	Agriculture

Conditional uses by unit:

Unit 2	City-wide uses by conditional permit
Unit 4	Cultural and recreational facilities

Non-Commercial Intensity:
- Acreage: 0 acres, Non-residential SF: 0 SF

Bulk and area regulations:
- Lot width minimum: None
- Lot area minimum: None
- Setback requirements:
  - Front 35 feet.
  - Side 20 feet
  - Rear 35 feet
- Height regulations: There shall be no maximum height limits within the planning area, 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.
- Building area: There shall be no building area lot requirements for open space, non-buildable, or detentions pond lots.

Site Planning
- **Landscaping** throughout the development shall comply with Chapter 177 of the Unified Development Code (UDC) and will be maintained by the property owner to ensure long-term visual quality and environmental performance.
- **Parking** shall be associated with proposed use and will conform with Chapter 172 of the UDC, unless otherwise shown in the development plans.
- **Architectural design standards** shall conform to building and development requirements within the UDC, unless otherwise noted.
- **Signage** allowed with the planning areas shall conform to large scale or non-large scale development requirements within UDC Chapter 174, unless otherwise shown in the development plans.

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
2800NE 11TH ST., SUITE 100
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844
CORPORATE TBPLS FIRM #100115OO

3030 LBJ FREEWAY, SUITE 920
DALLAS, TX 75234
PHONE: (972) 488-3737
FAX: (972) 488-6732

Zoning and Development Standards by Planning Area
The Market at Crossover
N Crossover Rd. and Zion Rd.
City of Fayetteville, Washington County, Arkansas

PRELIMINARY
NOT FOR
CONSTRUCTION

PROFESSIONAL OF RECORD	DGR
DESIGNER	TLP
FIELD WORK	EM
CEI PROJECT NUMBER	34126
DATE	12/23/2025
REVISION	REV-1

Planning Areas Exhibit

SHEET TITLE

SHEET NUMBER

2 OF 3

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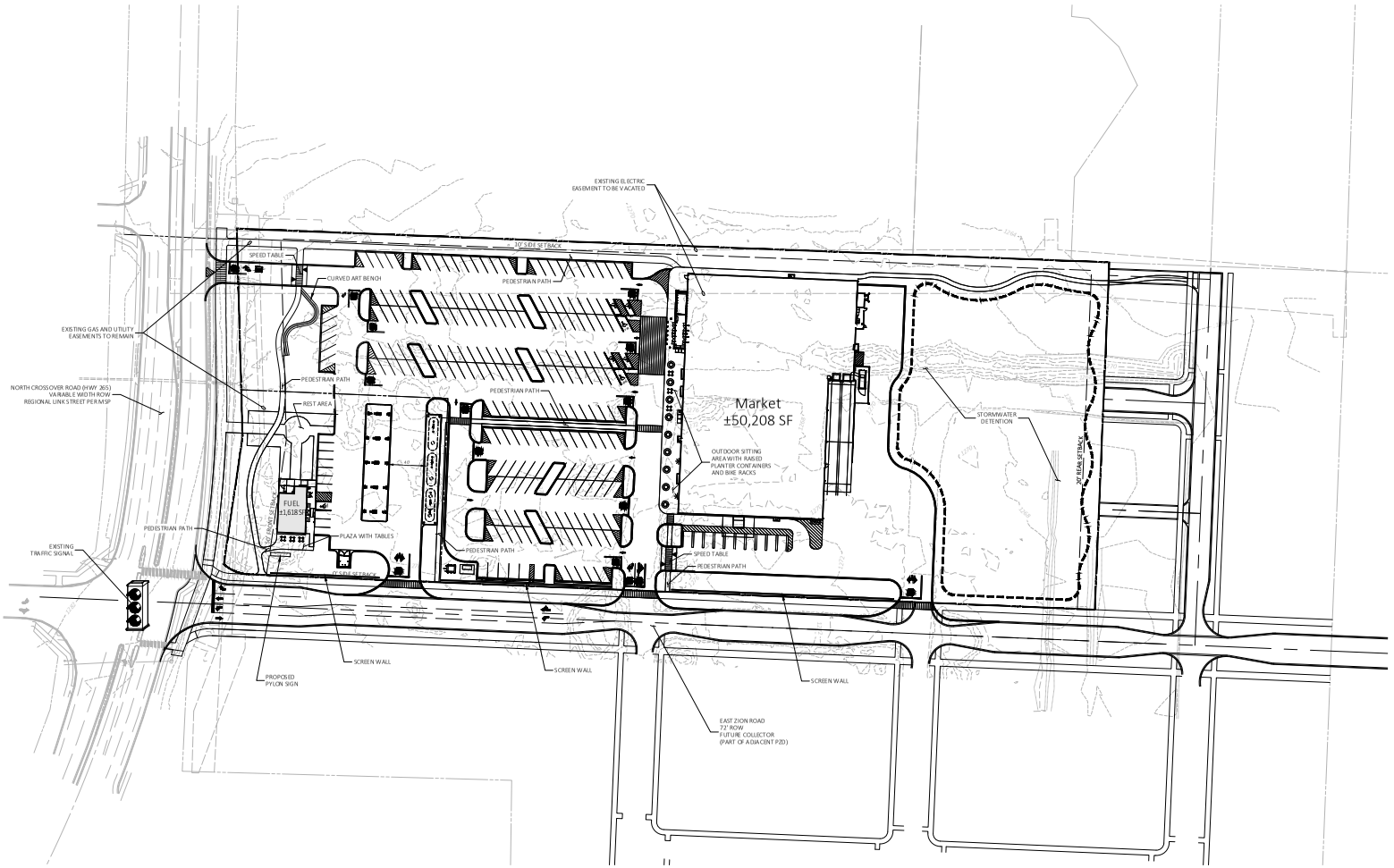
THE MARKET AT CROSSOVER

CITY OF FAYETTEVILLE, ARKANSAS



SITE AREA TABLE	
MARKET	±7.84 AC
FUEL STATION	±1.16 AC
TOTAL AREA	±9.00 AC

PARKING ANALYSIS TABLE	
MARKET BUILDING AREA	50,208 SF
PROPOSED PARKING	217 SPACES
PROPOSED PARKING RATIO	4.32 / 1,000 SF

FLOOD CERTIFICATION:

THIS PROPERTY IS NOT LOCATED WITHIN ANY PRESENTLY ESTABLISHED 100-YEAR FLOOD PLAIN, AS SHOWN BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP FOR THE CITY OF FAYETTEVILLE, COMMUNITY PANEL NUMBER 05143C0090G EFFECTIVE DATE 1/25/2024.

N

0 40' 80' 120'

SCALE IN FEET

CEI ENGINEERING ASSOCIATES, INC.
2600 NE 11TH ST, SUITE 300
BENTONVILLE, AR 72712
PHONE: (479) 273-9472
FAX: (479) 273-0844

PZD MASTER PLAN
THE MARKET AT CROSSOVER
N CROSSOVER RD. & E ZION RD.
CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS

PRELIMINARY
NOT FOR
CONSTRUCTION

PROFESSIONAL OF RECORD	AED
PROJECT MANAGER	CA
DESIGNER	MDA
CEI PROJECT NUMBER	34126
DATE	12/22/2025
REVISION	REV-1

PZD MASTER PLAN
SHEET TITLE
SHEET NUMBER
3 OF 3

DRAWING FILE: C:\Users\mdavis\Desktop\34126 - THE MARKET AT CROSSOVER\PZD PLANS\PZD - SHEET SET - 3SHEETS.DWG
© 2025 CEI ENGINEERING ASSOCIATES, INC.

FUTURE DEVELOPMENT AT CROSSOVER RD & ZION RD

FAYETTEVILLE, AR

CROSSOVER RD & E ZION RD

DECEMBER 23, 2025

REQUIRED TREE PER CITY LANDSCAE CODE

PREMIUM TREE ADDITIONAL TO CITY LANDSCAPE CODE

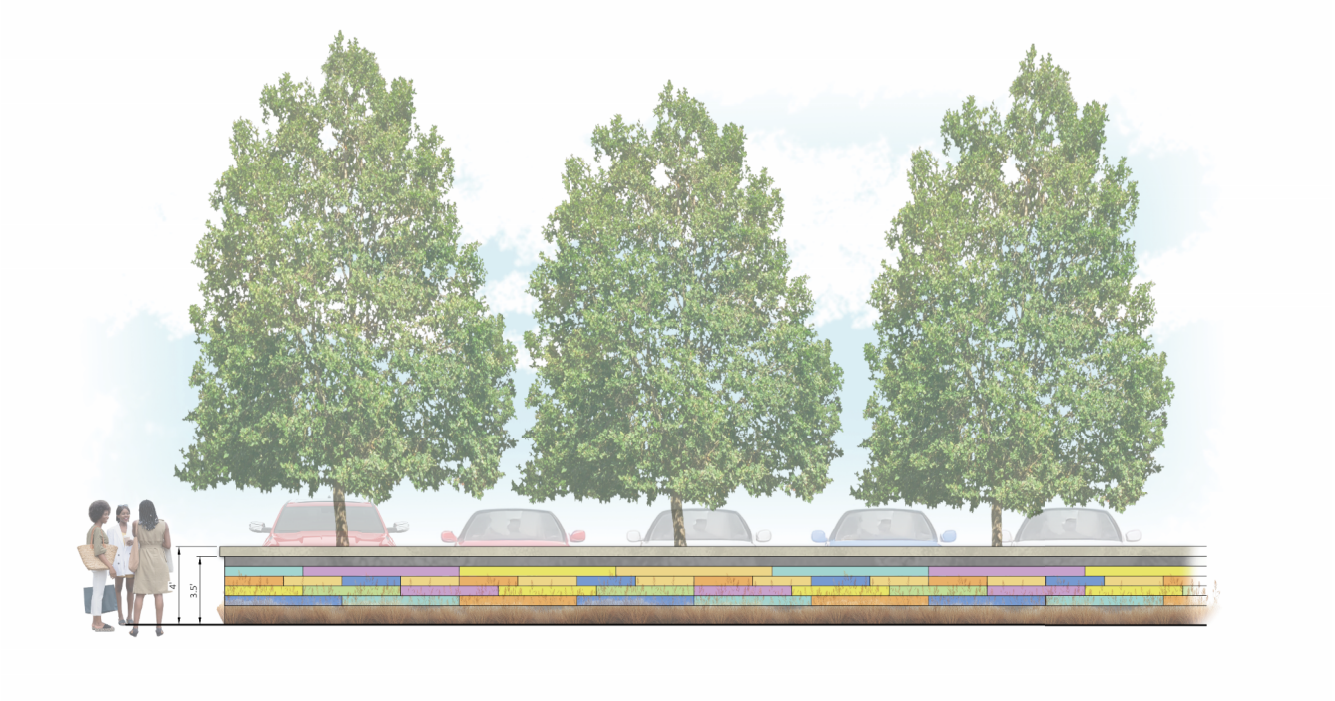
LEGEND

1. CONNECTION TO RAZORBACK GREENWAY
2. NORTH PLAZA WITH CURVED ART BENCH
3. FUEL-MART OUTDOOR REST AREA WITH SPARK INLAY
4. FUEL MART
5. PLAZA WITH TABLES
6. STORMWATER DETENTION POND PLANTED PER FAYETTEVILLE REQUIREMENTS*
7. STORMWATER DETENTION SHRUB BUFFER PER FAYETTEVILLE REQUIREMENTS*
8. OUTDOOR SITTING AREA WITH RAISED PLANTER CONTAINERS
9. PROPOSED COMMERCIAL BUILDING
10. CONNECTION TO PROPOSED SIDEWALK
11. MASONRY SCREEN WALL WITH MULTI-COLORED PANELS
12. RADIAL BIKE "TREE" RACKS
13. PYLON SIGN
14. EV STATIONS

*SITE PERIMETER AND STORMWATER DETENTION PONDS PLANTED PER FAYETTEVILLE, AR LANDSCAPE CODE

0 50' 75' 100'
SCALE IN FEET

CEI Solutions for Land and Life



11 SCREENING WALL CONCEPT

CREATE A SPLASH OF COLOR AND VISUAL BARRIER BETWEEN STREET TRAFFIC TRAVELLING EAST & WEST ON E ZION RD. PROVIDE AN INTERESTING DESIGN TO AN OTHERWISE UNINTERESTING FEATURE, SIGNIFICANT PLACEMAKING IMPACT FOR VISITORS AND VISUAL INTEREST

12 RADIAL CURB BIKE "TREE" RACK - PUTUP BIKE SOLUTIONS

THE RADIAL CURB RACK IS MADE TO HOLD ONE, TWO, THREE, FOUR, SIX, OR EIGHT BICYCLES WHILE SAVING SPACE, AND INCREASING THE AMOUNT OF PARKING AVAILABLE. WITH THEIR EYE-CATCHING DESIGN AND STURDY CONSTRUCTION, THE CIRCULAR MODELS ARE A GREAT ADDITION TO ANY PUBLIC, COMMERCIAL, OR RESIDENTIAL SPACE. ASK MANUFACTURER FOR COLOR OPTIONS.

2 CURVED MURAL/ART BENCHES

CREATE AN A SPLASH OF COLOR AND ART INTO THE LANDSCAPE. INVITATION FOR THE COMMUNITY TO DESIGN ART FOR THEIR LOCAL NEIGHBORHOOD GROCERY STORE. MAKE THE GATHERING SPACE UNIQUE TO THE AREA AND ENCOURAGE THE LOCAL FAYETTEVILLE “FUNKY” VIBE.

HFA | 12/02/25 | Fayetteville, AR - 90299 | View at Fuel Station | 01

HFA | 12/02/25 | Fayetteville, AR - 90299 | View at Pickup & Pharmacy Drive-Thru | 02

HFA | 12/02/25 | Fayetteville, AR - 90299 | View at Parking Lot | 03

HFA | 12/02/25 | Fayetteville, AR - 90299 | View at Rear | 04

Additional Information Received

Date Received: MM/DD/YYYY	03/10/2026
Time: 00:00 (AM/PM)	12:51 PM
From: Name & Title	Jonathan Curth, Development Services Director
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	03/10/2026
Civic Clerk Number: Ex. 2025-994	2026-111
Forwarded to City Attorney's Office and Department Head	N/A

CEI Solutions for Land and Life

N

0 50' 75' 100'
SCALE IN FEET

FUTURE DEVELOPMENT AT CROSSOVER RD & ZION RD

FAYETTEVILLE, AR

CROSSOVER RD & E ZION RD

MARCH 3, 2026

REQUIRED TREE PER CITY LANDSCAPE CODE

PREMIUM TREE ADDITIONAL TO CITY LANDSCAPE CODE

REQUIRED STORMWATER TREE PER CITY LANDSCAPE CODE

REQUIRED STORMWATER PLANTINGS:
46085 SQFT DETENTION POND =
(15) DECIDUOUS/EVERGREEN TREES
(61) LARGE SHRUBS
(92) SMALL SHRUBS/GRASSES

LEGEND

1. CONNECTION TO RAZORBACK GREENWAY
2. NORTH PLAZA WITH CURVED ART BENCH
3. FUEL-MART OUTDOOR REST AREA WITH SPARK INLAY
4. FUEL MART
5. PLAZA WITH TABLES
6. STORMWATER DETENTION POND PLANTED PER FAYETTEVILLE REQUIREMENTS*
7. STORMWATER DETENTION SHRUB BUFFER PER FAYETTEVILLE REQUIREMENTS*
8. OUTDOOR SITTING AREA WITH RAISED PLANTER CONTAINERS
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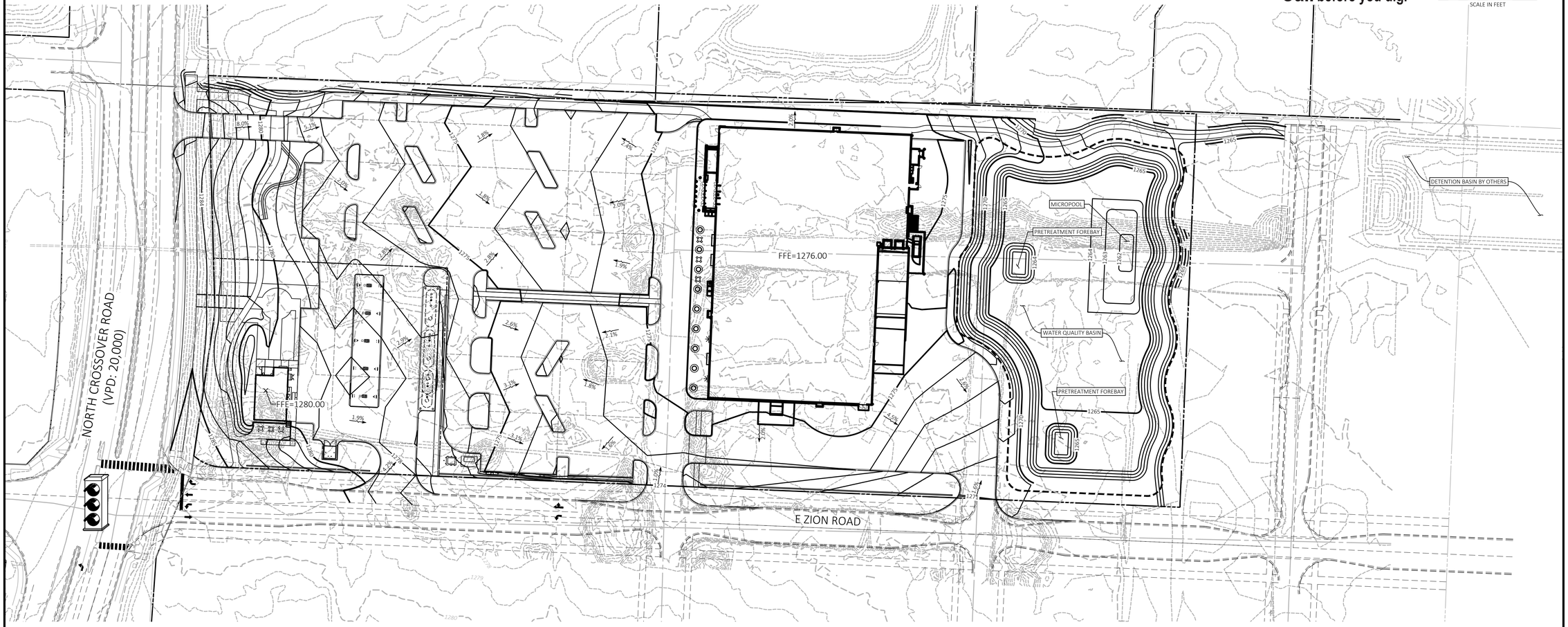
Forwarded to City Attorney's Office and Department Head	N/A

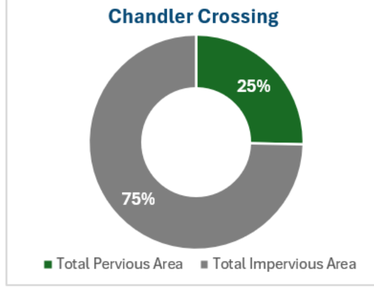
Know what's **below.**
Call before you dig.

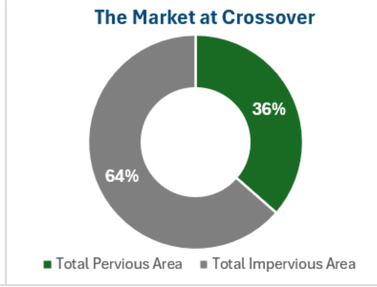
0 50' 75' 100'
SCALE IN FEET

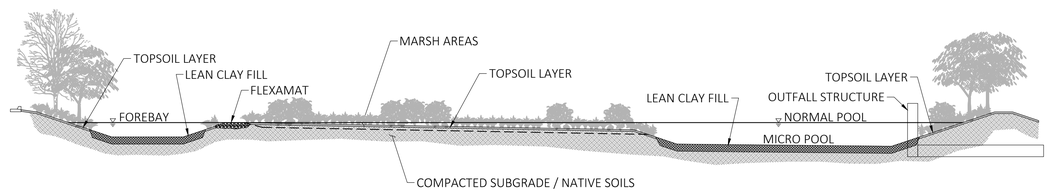


Chandler Crossing vs The Market at Crossover Areas Comparison

	Chandler Crossing		The Market at Crossover	
	Sq. Ft.	Acreage	Sq. Ft.	Acreage
Total Pervious Area	99,327.33	2.28	142,987.56	3.28
Total Impervious Area	292,926.67	6.72	249,266.44	5.72
Total Area	392,254.00	9.00	392,254.00	9.00







WATER QUALITY BASIN CROSS SECTION

CEI Solutions for Land and Life

CEI ENGINEERING ASSOCIATES, INC.
2600 NE 11TH ST, SUITE 300
BENTONVILLE, AR 72712
PHONE: (479) 273-9472

PZD GRADING PLAN
THE MARKET AT CROSSOVER

N CROSSOVER RD. & E ZION RD.
CITY OF FAYETTEVILLE, WASHINGTON COUNTY, ARKANSAS

PRELIMINARY
NOT FOR
CONSTRUCTION

PROFESSIONAL OF RECORD	AED
PROJECT MANAGER	CA
DESIGNER	MDA
CEI PROJECT NUMBER	34126
DATE	2/26/2026
REVISION	REV-1

GRADING PLAN
SHEET TITLE

SHEET NUMBER
1 OF 1

© 2026 CEI ENGINEERING ASSOCIATES, INC.

Additional Information Received

Date Received: MM/DD/YYYY	03/10/2026
Time: 00:00 (AM/PM)	12:51 PM
From: Name & Title	Jonathan Curth, Development Services Director
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	03/10/2026
Civic Clerk Number: Ex. 2025-994	2026-111
Forwarded to City Attorney's Office and Department Head	N/A

Fayetteville Police Department

2023-2025 Accident Severity

College Ave & Joyce Blvd Area

Severity	Intersection	Nearby	Total
Fatality	-	-	-
Injury	16	1	17
Property Damage Only	106	39	145
Total	**122**	**40**	**162**

Crossover Rd & Mission Blvd Area

Severity	Intersection	Nearby	Total
Fatality	-	-	-
Injury	6	-	6
Property Damage Only	51	15	66
Total	**57**	**15**	**72**

Citywide

Severity	Accidents
Fatality	16
Injury	771
Property Damage Only	8,663
Total	**9,450**

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-198

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **RZN-2025-0071: Rezoning (416 S. WILLOW AVE/EBBRECHT, 524): Submitted by WESLEY BATES for property located at 416 S. WILLOW AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 1.80 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD and RI-U, RESIDENTIAL INTERMEDIATE, URBAN.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is in southeast Fayetteville at the intersection of S. Willow Avenue and E. 4th Street, approximately 460 feet south of E. Huntsville Road. The area in question is composed of 4 parcels that encompass approximately 1.8 acres that are zoned NC, Neighborhood Conservation and have been zoned this way since 2008. The property is currently developed with a 1380 sq. ft. single-family home that Washington County records indicate was built in 1965. The property is located within the Walker Park Master Plan area.

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to UN, Urban Neighborhood. Staff and the Planning Commission recommend a modified request with RI-U, Residential Intermediate, Urban in place of UN for a portion of the property.

Public Comment: Staff received public comment in opposition to the request ahead of the meeting, citing concerns with a lack of consistency with the Walker Park master plan, and concerns about the amount of density that could be included with the request. Three members of the public spoke in opposition to the request at the January 26, 2026 Planning Commission meeting, though at least one was in favor of staff's recommended alternative.

Land Use Compatibility: Staff finds the request to rezone the property fully to UN would be incompatible with surrounding land uses and the intended role of the UN district. UN is meant to serve as a transitional zone—supporting medium-scale commercial and multi-family uses at corners or along corridors—not as a blanket designation for a nearly 2-acre interior site. Allowing full-scale restaurants, multi-family buildings, and office structures across the subject property risks introducing development out of scale with the neighborhood and location, and inconsistent with the Walker Park Master Plan. A more calibrated approach would better balance neighborhood character with community needs. Staff recommends rezoning only the portion of the site at E.

4th Street to UN to introduce walkable amenities while keeping intensity focused at the edge. This smaller area could support compatible neighborhood services without overwhelming adjacent homes.

For the remainder of the property, staff supports rezoning to RI-U. RI-U would enable additional housing types at a scale harmonious with single-family areas, helping meet rising demand near key amenities, such as Walker Park. While NC and RI-U share some similar use allowances, RI-U's smaller lot size requirements make it better suited for context-sensitive infill that strengthens the neighborhood rather than disrupts it.

Land Use Plan Analysis: Staff finds the applicant's proposed zoning inconsistent with the Future Land Use Map's Residential Neighborhood Area designation at the scale requested. A combination of RI-U and a limited area of UN at the E. 4th Street frontage would better align with the site's context. RI-U supports a broader mix of urban housing types compatible with surrounding development, while a small UN node at the corner would encourage compact, connected, walkable amenities without overwhelming the neighborhood. The number of infill attributes associated with the property further supports this balanced approach.

The site lies within the Walker Park Neighborhood Plan, which emphasizes the "predominately single-family nature" of interior blocks. A full UN rezoning would introduce a scale out of step with that vision, particularly along S. Willow Avenue, where single-family zoning predominates. A scaled-back rezoning would still increase infill capacity and add community-serving uses, but in a way that respects neighborhood character and reinforces the plan's long-term goals.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranging score of **7-8** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #1, 303 W. Center Street)
- Near Sewer Main (S. Willow Avenue)
- Near Water Main (S. Willow Avenue)
- Near City Park (Walker Park)
- Near Paved Trail (S. Willow Avenue Shared Roadway)
- Near ORT Bus Stop (Martin Luther King Jr. Blvd)
- Within Master Plan Area (Walker Park Master Plan)
- Sufficient Intersection Density (Greater than 140 intersections per square mile)

DISCUSSION:
At the January 26, 2026 Planning Commission meeting, a vote of 5-0-0 forwarded a request to rezone the property to City Council with a recommendation of approval. However, the request was modified from what the applicant originally requested, a full-site rezoning to UN, Urban Neighborhood, to a more scaled-back approach in line with staff's provided exhibit to split-zone the property from UN, Urban Neighborhood to RI-U, Residential Intermediate, Urban. Commissioners who were present at the meeting were unanimously in favor of the split approach. While some were open to the inclusion of more property along S. Willow within UN, they ultimately recommended in favor of rezoning the property in alignment with staff's recommendation. The applicant also verbally agreed to the request. Three members of the public spoke at the meeting, with concerns about the proposal to rezone the entire site to UN, arguing that it did not align with the Walker Park Neighborhood Plan.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. PC Staff Report, 7. Proposed Revision - Exhibit A, 8. Proposed Revision - Exhibit B

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

File #: 2026-198

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-71 FOR APPROXIMATELY 1.80 ACRES LOCATED AT 416 SOUTH WILLOW AVENUE IN WARD 1 FROM NC, NEIGHBORHOOD CONSERVATION TO UN, URBAN NEIGHBORHOOD AND RI-U, RESIDENTIAL INTERMEDIATE, URBAN

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from NC, Neighborhood Conservation to UN, Urban Neighborhood and RI-U, Residential Intermediate, Urban.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2026-198

Item ID

2/17/2026

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

Jonathan Curth	1/29/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0071: Rezoning (416 S. WILLOW AVE/EBBRECHT, 524): Submitted by WESLEY BATES for property located at 416 S. WILLOW AVE. in WARD 1. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 1.80 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD and RI-U, RESIDENTIAL INTERMEDIATE, URBAN.

Budget Impact:

Account Number	Fund
Project Number	Project Title

Budgeted Item?	No	Total Amended Budget	$	-
		Expenses (Actual+Encum)	$	-
		Available Budget	$	-
Does item have a direct cost?	No	Item Cost	$	-
Is a Budget Adjustment attached?	No	Budget Adjustment	$	-
		Remaining Budget	$	-

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

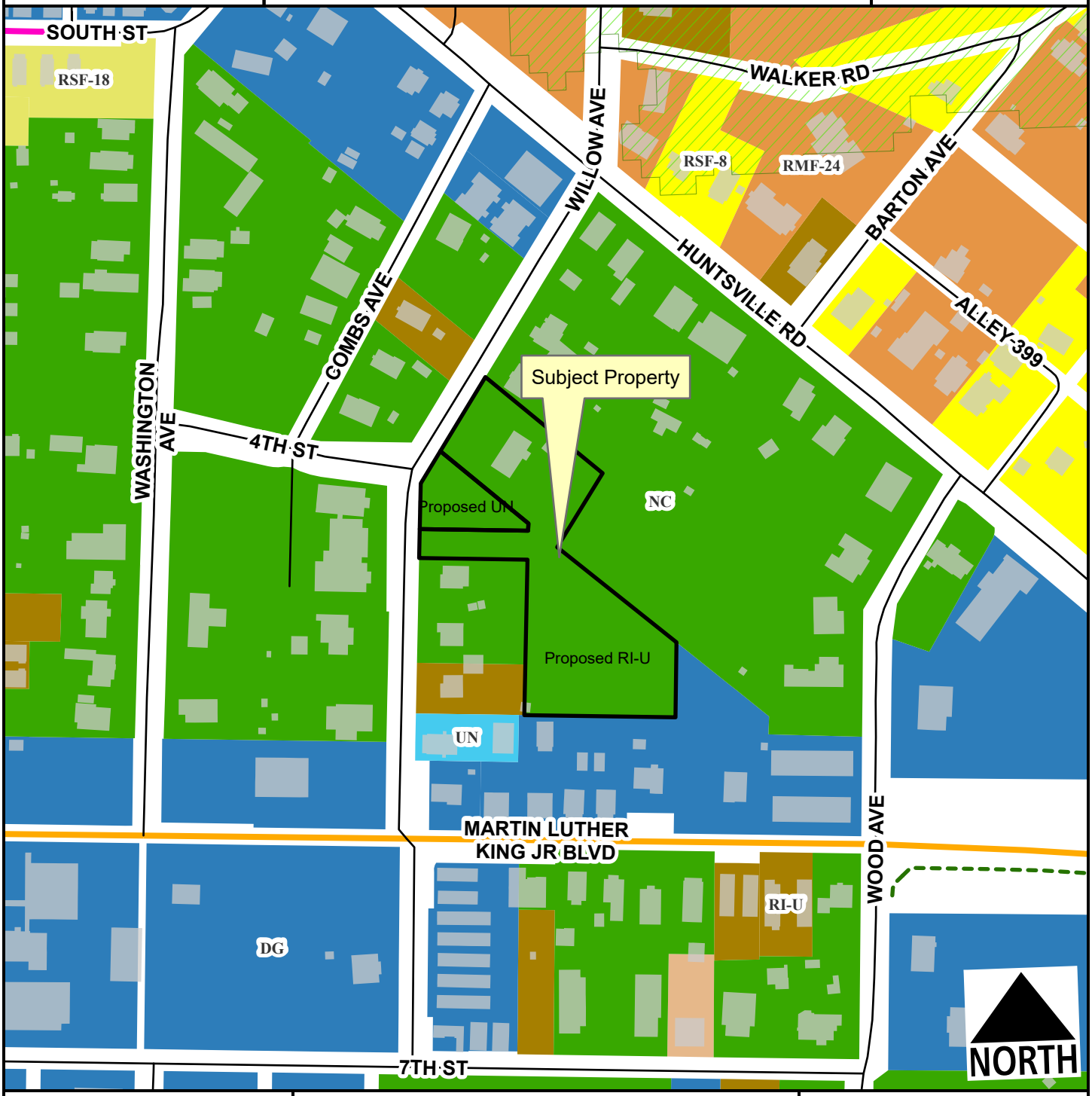
Comments:

RZN-2025-0071

Close Up View

416 S. WILLOW AVE

EXHIBIT A



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	1.8	0.0
RI-U	0.0	1.6
UN	0.0	0.2

Total 1.8 ac

EXHIBIT B

Rezoning to UN, Urban Neighborhood

A part of the SW1/4 of the SW1/4 of Section 15 in Township 16, North Range 30 West, described as follows: Beginning at the point which is 473.5 feet West and 738.8 North of the South-east corner of said forty acre tract, and running thence West 150 feet; thence North 72 feet; thence North 39 degrees East 43 feet; thence South 52 degrees East and 11 minutes East 157 feet; thence South 13 feet to the point of beginning.

Rezoning to RI-U, Residential Intermediate, Urban

Lot No. Seven (7) and Lot No. Eight (8) in the
J.O. Mayes Addition to the City of Fayetteville,
Arkansas, as the same is designated upon the plat of said addition now on file in the office of the Clerk of the Circuit Court and Ex-Officio for Washington County, Arkansas.

A part of the Southwest quarter of the Southwest quarter of Section 15 in Township 16 North of Range 30 West, described as beginning at a point which is 473.5 feet West and 484.8 feet North of the South East corner of said forty acre tract, and running, thence North 268 feet, thence South 52 degrees and 11 inches East 264 feet, thence South 105 feet to a point due East of the beginning point; and thence West 209 feet to the point of beginning. Also a strip of 39 feet to be used for roadway purposes running from Willow Avenue to a tract of land above described, and being more particularly described as beginning at a point which is 473.5 feet West and 699.8 feet North of the South East corner of said forty acre tract, and running, thence West 150 feet to the East line of Willow Avenue; thence North along the East line of the said Street 39 feet, thence East 150 feet; thence South 39 feet to the place of beginning, the lands above described being in the City of Fayetteville, Arkansas.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: January 26, 2026 Updated with results

SUBJECT: **RZN-2025-0071: Rezoning (416 S. WILLOW AVE/EBBRECHT, 524):** Submitted by WESLEY BATES for property located at 416 S. WILLOW AVE. The property is zoned NC, NEIGHBORHOOD CONSERVATION and contains approximately 1.80 acres. The request is to rezone the property to UN, URBAN NEIGHBORHOOD.

RECOMMENDATION:
Staff recommends denial of **RZN-2025-0071**.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0071** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in southeast Fayetteville at the intersection of S. Willow Avenue and E. 4th Street, approximately 460 feet south of E. Huntsville Road. The area in question is composed of 4 parcels that encompass approximately 1.8 acres that are zoned NC, Neighborhood Conservation and have been zoned this way since 2008. The property is currently developed with a 1380 sq. ft. single-family home that Washington County records indicate was built in 1965. The property is located within the Walker Park Master Plan area. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	NC, Neighborhood Conservation
South	Single-Family Residential	NC, Neighborhood Conservation
East	Single-Family Residential	NC, Neighborhood Conservation
West	Combs Street Church of Christ	NC, Neighborhood Conservation

Request: The request is to rezone the subject property from NC, Neighborhood Conservation to UN, Urban Neighborhood.

Public Comment: Staff has received one public comment in opposition to the request, citing concerns with a lack of consistency with the Walker Park master plan, and concerns about the amount of density that could be included with the request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has street frontage along S. Willow Avenue. South Willow Avenue is a partially improved Residential Link Street with asphalt paving and curb

and gutter. Any street improvements required in these areas would be determined at the time of the development proposal.

Water: Public water is available to the subject area. An existing 2-inch water main is present along S. Willow Avenue.

Sewer: Sanitary sewer is available to the subject area. An existing 6-inch sewer main is present along S. Willow Avenue. There are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system 580 feet South of this property.

Drainage: No portion of the property lies with the Hillside-Hilltop Overlay District or FEMA floodplain, and no protected streams are present in the subject area. No Hydric soils are present on the property. Any additional improvements or requirements for drainage will be determined at time of development.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 1, located at 303 W. Center St., protects this site. The property is located approximately 0.8 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district, UN, Urban Neighborhood requires **15% minimum canopy preservation.** The current zoning district, NC, Neighborhood Conservation requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood.**

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranging score of **7-8** for this site with a weighted score of **10.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #1, 303 W. Center Street)
- Near Sewer Main (S. Willow Avenue)
- Near Water Main (S. Willow Avenue)

- Near City Park (Walker Park)
- Near Paved Trail (S. Willow Avenue Shared Roadway)
- Near ORT Bus Stop (Martin Luther King Jr. Blvd)
- Within Master Plan Area (Walker Park Master Plan)
- Sufficient Intersection Density (Greater than 140 intersections per square mile)

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 request incompatible with surrounding land uses and the intended role of the UN district. UN is meant to serve as a transitional zone—supporting medium-scale commercial and multi-family uses at corners or along minor corridors—not as a blanket designation for a nearly 2-acre interior site. Allowing full-scale restaurants, multi-family buildings, and office structures across the entire property risks introducing development out of scale with the neighborhood and inconsistent with the Walker Park Master Plan.**

A more calibrated approach would better balance neighborhood character with community needs. Staff recommends rezoning only the portion of the site at E. 4th Street to UN to introduce walkable amenities while keeping intensity focused at the edge. This smaller area could support compatible neighborhood-serving uses without overwhelming adjacent homes.

For the remainder of the property, staff supports rezoning to RI-U. RI-U would enable additional housing types at a scale harmonious with single-family areas, helping meet rising demand near key amenities, such as Walker Park. While NC and RI-U share similar use allowances, RI-U's smaller lot size requirements make it better suited for context-sensitive infill that strengthens the neighborhood rather than disrupts it.

Land Use Plan Analysis: **Staff finds the applicant's proposed zoning inconsistent with the Future Land Use Map's Residential Neighborhood Area designation at the scale requested. A combination of RI-U and a limited area of UN at the E. 4th Street frontage would better align with the site's context. RI-U supports a broader mix of urban housing types compatible with surrounding development, while a small UN node at the corner would encourage compact, connected, walkable amenities without overwhelming the neighborhood. The property's infill score (8; weighted 10.5) further supports this more balanced approach.**

The site lies within the Walker Park Neighborhood Plan, which emphasizes the "predominately single-family nature" of interior blocks. A full UN rezoning would introduce a scale out of step with that vision, particularly along S. Willow Avenue, where single-family zoning predominates. A scaled-back rezoning would still increase infill capacity and add community-serving uses, but in a way that respects neighborhood character and reinforces the plan's long-term goals.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds there is justification to rezone a portion of the property to UN, but does not find a rezoning for the whole site to be justified. Rezoning the entire 2-acre property to UN could have negative consequences for scale and compatibility for the surrounding community.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Staff finds that rezoning the property to UN, or RI-U is not likely to appreciably increase traffic danger or congesting, given the other limiting factors to development on this property, including drainage criteria, tree preservation, and parking. That said, any street improvements required in this area would be determined at the time of development proposal.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Rezoning the property from NC to UN (or RI-U) has the potential to alter the population density when considering that neither district has a set density limitation. However, given the presence of existing public infrastructure, the presence of nearby trails and other bike infrastructure, and proximity to nonresidential services such as churches, transit stops, and parks, staff finds that the proposed rezoning is not likely to increase the load on public services to an undesirable degree. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends denial of RZN-2025-0071 as the applicant has requested. Should the item be forwarded, staff would recommend in favor of a more nuanced approach as shown in the attached exhibit.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: January 26, 2026	❒ **Tabled**	☒ **Forwarded** with a recommendation of approval, in line with staff's exhibit.	❒ **Denied**
Motion: Brink			
Second: McGetrick			
Vote: 5-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
  - Future Land Use Map
- Unified Development Code
  - §161.37 Urban Neighborhood
  - §161.12 District RI-U, Residential Intermediate – Urban
  - §161.29 District NC, Neighborhood Conservation
- Staff Exhibit
- Long-Range Planning Memo
- Request Letter
- Public Comment Updated Jan. 26, 2026

161.37 Urban Neighborhood

(A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Urban Neighborhood district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 13	Eating places
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk cafes

Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 14	Hotel, motel and amusement services
Unit 15	Neighborhood shopping goods
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	12 feet
All other uses	None

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 6830, §1(Exh. A), 1-7-25; Ord. No. 6879, §2, 5-20-25)

161.12 District RI-U, Residential Intermediate - Urban

(A) *Purpose.* The RI-U Residential District is designed to permit and encourage the development of detached and attached dwellings in suitable environments, to provide a range of housing types compatible in scale with single-family homes and to encourage a diversity of housing types to meet demand for walkable urban living.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster housing development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12a	Limited business
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

	Dwelling (all types)
Lot width minimum	18 feet
Lot area minimum	None

(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear, from centerline of an alley
A build-to zone that is located between the front property, line and a line 25 feet from the front property line.	None	5 feet	5 feet	12 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*

* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. Buildings or portions of the building set back greater than 10 feet from the master street plan right-of-way shall have a maximum height of three (3) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 60% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5945, §5(Exh. A), 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6879, §2, 5-20-25)

Editor's note(s)—Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the 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 November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

All dwelling types	40 feet

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

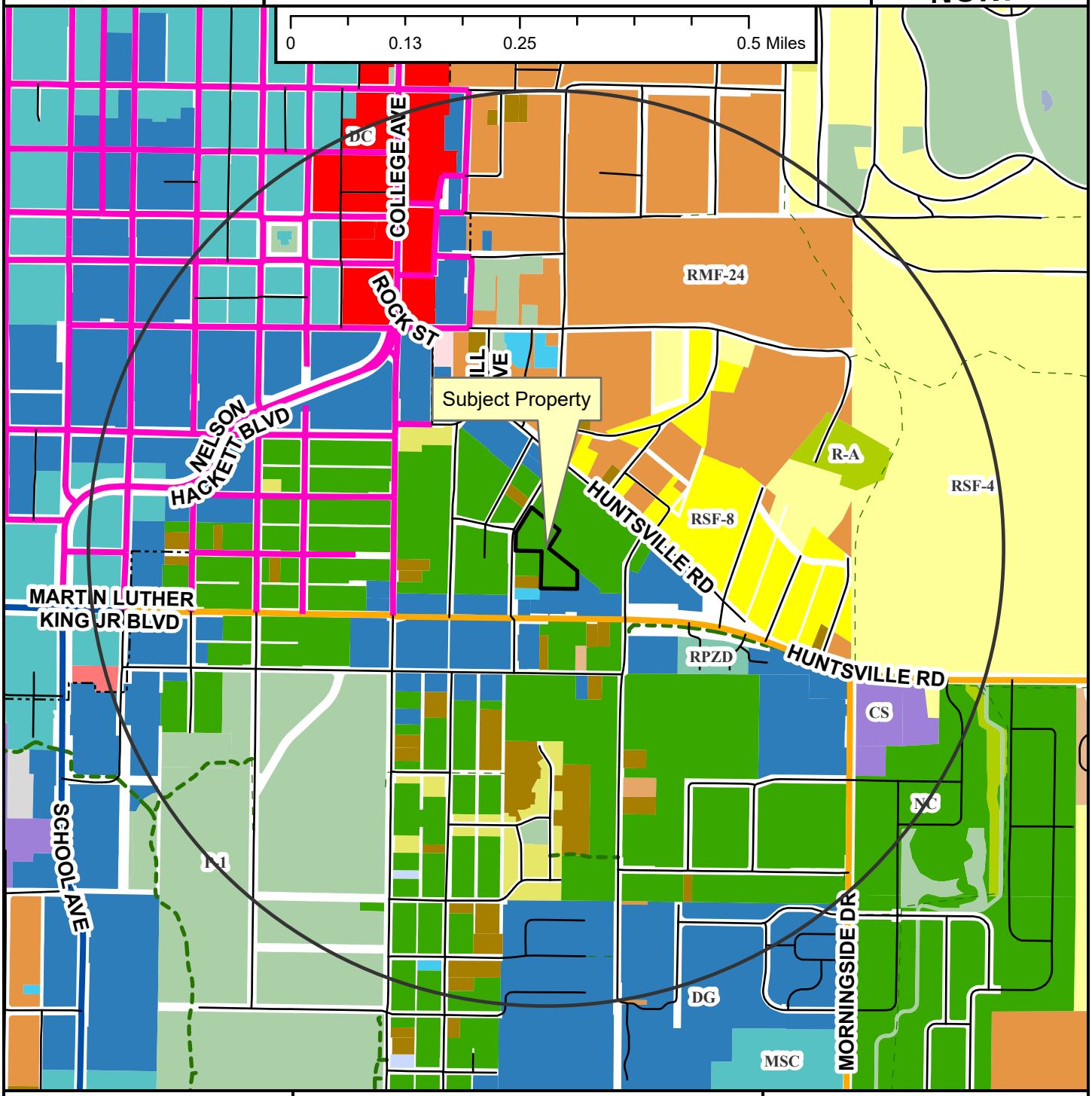
(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15>; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6211, §1, 8-6-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the 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 November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

RZN-2025-0071

One Mile View

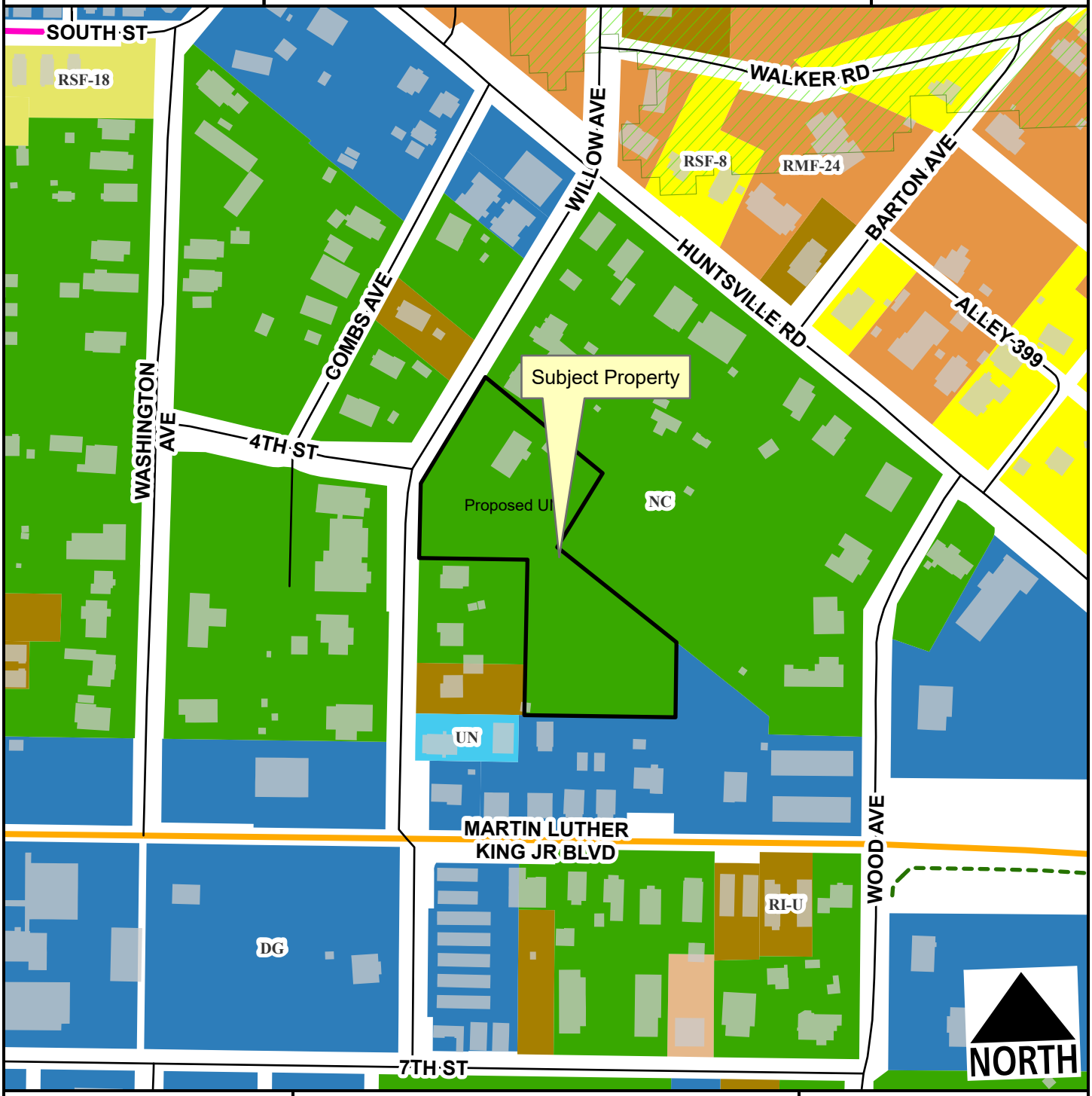
416 S. WILLOW AVE



RZN-2025-0071

Close Up View

416 S. WILLOW AVE



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	1.8	0.0
UN	0.0	1.8

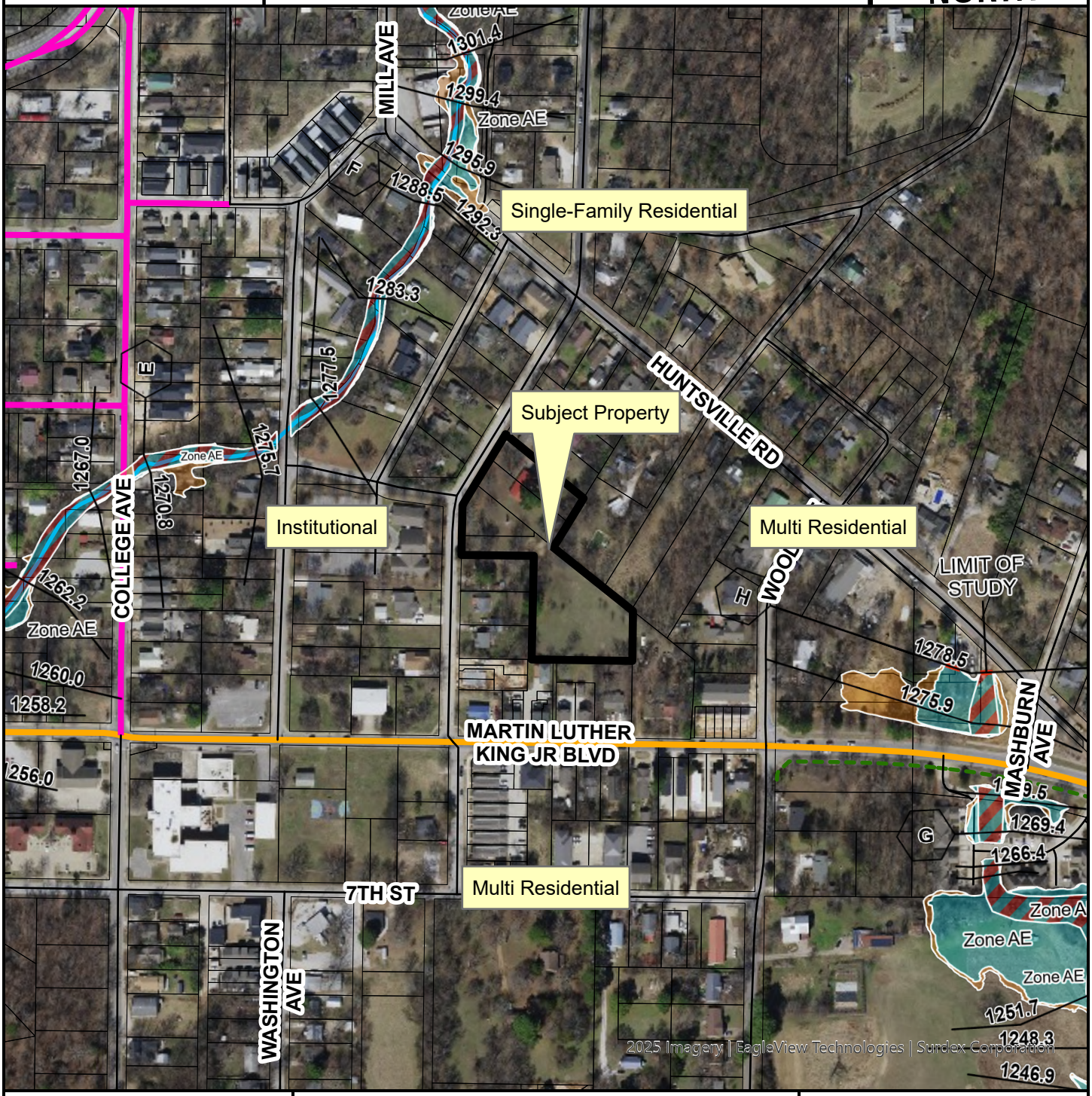
Total 1.8 ac

RZN-2025-0071

Current Land Use

416 S. WILLOW AVE

NORTH



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Design Overlay District

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

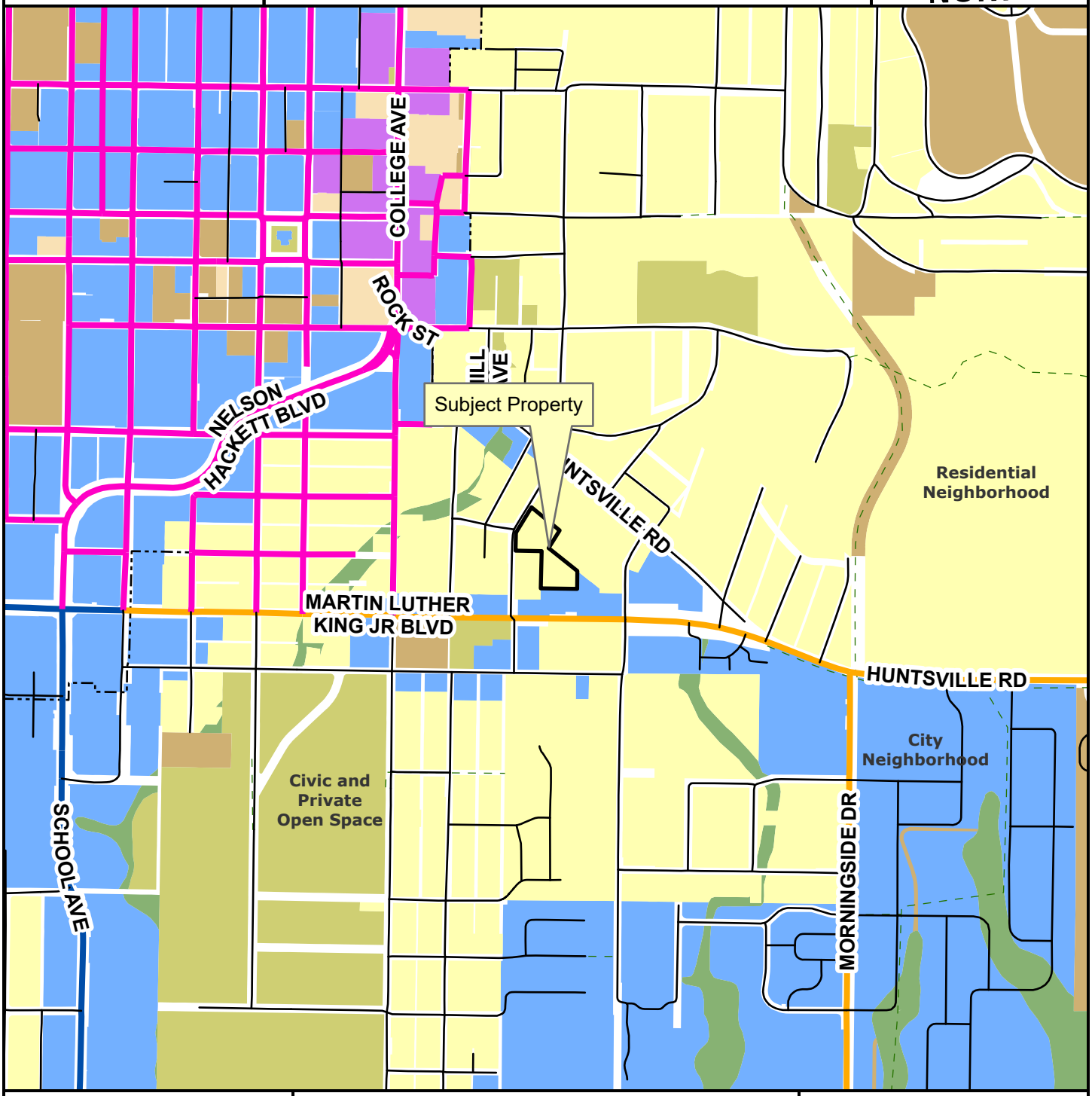
- 100-Year Floodplain
- Floodway

RZN-2025-0071

Future Land Use

416 S. WILLOW AVE

NORTH



- Neighborhood Link
- Regional Link - High Activity
- Urban Center
- Unclassified
- Alley
- Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)
- Design Overlay District

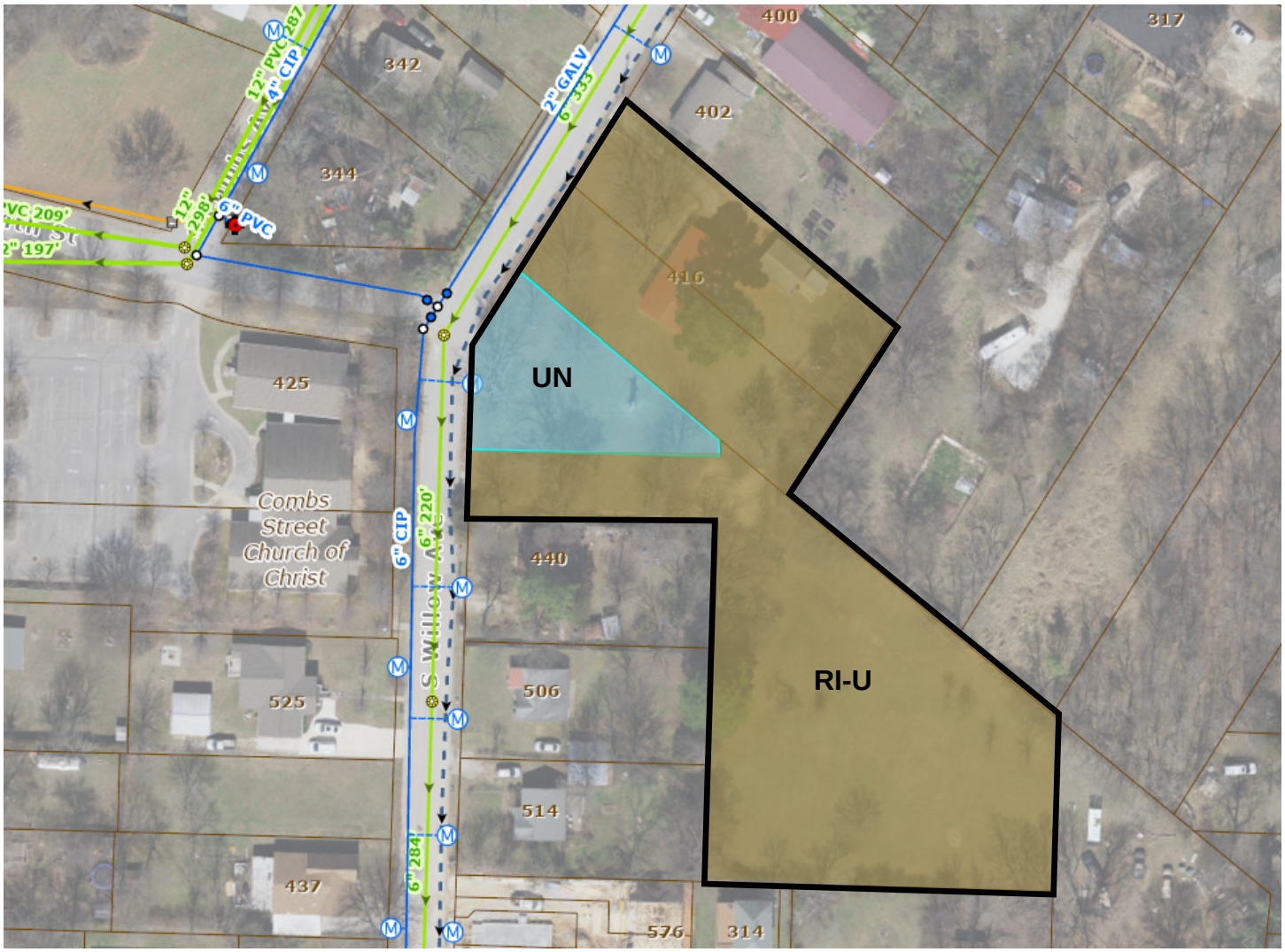
Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

STAFF'S RECOMMENDATION



CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Jessica Masters, Planning Director

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: January 26, 2026

SUBJECT: **Long Range Planning Comments Regarding RZN-2025-0071**

BACKGROUND:
The applicant requests to rezone approximately 1.10 acres from NC, Neighborhood Conservation to UN, Urban Neighborhood. Five long range planning documents are relevant when evaluating this request: *City Plan 2040, Walker Park Neighborhood Plan,* the *Heritage & Historic Preservation Plan,* the *Historic Black Community of Southeast Fayetteville Historic Context Statement,* and the draft of *Phase 1 Fayetteville Citywide Historic Resources Survey.*[1]

City Plan 2040 (2020):
City Plan 2040 includes several relevant plan goals and objectives:

- Goal 1 – We will make appropriate infill and revitalization our highest priority.
- Goal 2 – We will discourage suburban sprawl.
- Goal 3 – We will make compact, complete, and connected development the standard.
- Goal 6 – We will create opportunities for attainable housing.
    - 3.6.1 - Increase housing choices by encouraging a mixture of housing types and sizes dispersed throughout the city and in proximity to transit and active transportation networks. (p.45)

On its adoption in early 2020, *City Plan 2040* carried forward goals from prior comprehensive plans and organized them into six primary goals. The goals were meant to focus the City's efforts on appropriate infill that furthers a variety of transportation options, supports the creation of attainable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

***Walker Park Neighborhood Plan* (2008):**
Adopted in February 2008, the *Walker Park Neighborhood Plan* outlined four guiding principles, of which one is relevant to this request:

1. Balance of Uses and Housing

Heritage & Historic Preservation Plan (2023):
The City's *Heritage & Historic Preservation Plan* was initiated by City Plan 2040.
Heritage and Historic Preservation Master Plan Relevant Goals and Action Items

1.9	Plan Review	Include historic preservation staff in review of proposed major projects and zoning changes to determine impacts to historic resources.
1.10	Demolition Ordinance	Pass an ordinance to allow for the review of proposed demolitions for resources forty-five years or older. Staff to evaluate each property for significance. Work with property owner to discourage demolition. Reviews should be taken up by HDC as needed.

[1] Forthcoming in Spring 2026.

4.9	Community Engagement: Transparency	Publish information about historic preservation reviews and demolitions of historic properties to increase transparency.

Historic Black Community of Southeast Fayetteville Historic Context Statement (2025):
The subject property is within an area settled by Black families in the mid-20th century. The presence of Spout Spring Branch, or "the Branch," made the area prone to flooding, and the steep terrain made building difficult. Since the lots weren't ideal for building, they were more affordable to Black families who were largely limited to low wage employment in Fayetteville.

The terrain also impacted where and how residents constructed their homes, and the relatively flat Willow Avenue became the community's main street. Many homes were constructed close to the street with sloping back yards, and maps showed that land was divided into "irregularly shaped lots of varying sizes" (p. 28). The community was inherently mixed use, as residences, churches, schools, and small businesses dotted the landscape. Three properties were listed in The Green Book, one of which is still standing.[2]

During the 20th century, some Black families lived among white neighbors on or below East Huntsville Road, in an area referred to as "the Valley" (where the subject property is located). This area was less populated in the early 20th century, with homes clustered along E. Huntsville Road, Combs Avenue, and S. Willow Avenue. By the mid- to- late 20th century, the Valley would be more extensively developed by Black families as some relocated to be closer to the Jefferson School (S. College and MLK).

Phase 1 Fayetteville Citywide Historic Resources Survey (forthcoming Spring 2026):
The subject property was included in the phase 1 windshield survey of historic resources, which identified a cluster of potentially significant resources historically known as "South Fayetteville." This neighborhood consists of modest residential properties constructed and occupied by middle- and working-class residents. This area has experienced significant new development involving the demolition of historic-age resources and the construction of new buildings that are incompatible with the scale and character of the neighborhood.[3]

The subject property contains a single-family Ranch-style dwelling constructed ca. 1965, according to Washington County Tax Assessor records. The property is potentially eligible for the National Register of Historic Places as part of a historic district but is not individually eligible. It is also contributing to a potential Local Historic District, which is currently under review by

[2] The Green Book was a guidebook for African American travelers in the US. It was founded by Victor Hugo Green, an African American postal worker from New York City, and was published annually from 1936 to 1966.
[3] Post Oak Preservation Solutions, *Phase 1 Fayetteville Citywide Historic Resources Survey,* 20.

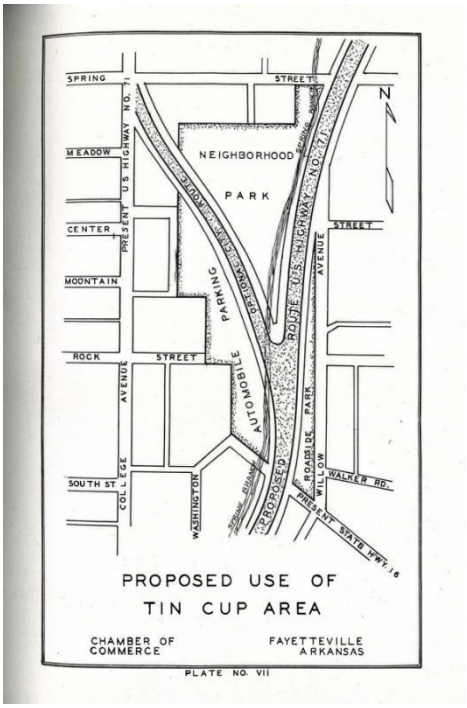
staff. It has been assigned a moderate preservation priority. The survey recommends the evaluation of a local historic district to slow the rapid loss of historic buildings and protect the historic character of South Fayetteville. [4]

Since rezoning requests often precede redevelopment plans, the property owner and/or applicant should consult with Long Range & Preservation Planner prior to demolition or alteration of historic-age structures to capture photo documentation. Documentation of historic resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

DISCUSSION:

Zoning History:

The zoning history of the neighborhood merits consideration with this request. The 1945 "A Master City Plan and Public Works Program for Fayetteville, Arkansas", sponsored jointly by the Fayetteville Chamber of Commerce and Fayetteville City Council, called for the construction of U.S. Highway 71 through the neighborhood, following Willow Ave. and Spring Branch to the intersection of Maple and Mission. Part of the justification for the route was that "It would afford an opportunity to build roadside parks and parking area in what is now sub-standard housing districts.", and that "The highway would not pass by important public buildings such as schools, hospitals, etc." The historic St. James Methodist and Missionary Baptist churches as well as the Lincoln School, the segregated elementary school, were all on the proposed highway route.



Map showing proposed route of Hwy. 71. 1945 Master City Plan, pg. 41.

While many of the projects proposed in the 1945 plan did not come to fruition, the neighborhood was subjected to many of the proposals of the 1968 "Program for Community Renewal" written by consulting planner James Vizzier. Like many urban renewal plans of the mid-20th century, the plan was paid for in part by a grant from the federal Urban Renewal Administration under the Housing Act of 1954. The plan noted that Fayetteville's "general plan should be updated and expanded to include plans for community renewal.", and further explained that, "…about 65% of the housing supply (in the city) might be susceptible to blight…Most of these improvements are in older neighborhoods where the units that must be cleared are deficient or dilapidated rather than sound." Vizzier counted 1,327 families to be displaced by public improvements for University expansion, street construction, hospitals or schools and playgrounds, while at the same time noting an imbalance between the cost of housing and family income. He laid out an ambitious and costly ($47,615,400 in 1968 dollars) plan for urban renewal in Fayetteville, most of which was never accomplished. One of the significant outcomes of Vizzier's recommendations, however, was Fayetteville's zoning ordinance in 1970. Vizzier had criticized the city's zoning as being based "primarily on existing land use instead of the future land use plan. And second, it does not recognize the need for raising the standards for land use in older areas. Upgrading and renewal of older areas are not provided for in the document (referring to the city's comprehensive plan). The rules do not provide for large scale developments such as renewal projects."

[4] Post Oak Preservation Solutions, *Phase 1 Fayetteville Citywide Historic Resources Survey, Draft Survey Log* & 21.

On October 18, 1968 the City Council passed Resolution No. 33-68 approving the undertaking of an Urban Renewal Plan, which included the subject property and surrounding neighborhood. Ultimately some houses were repaired, but others were razed with the occupants moved into the new Willow Heights apartments which were constructed atop the former site of the Lincoln School. Ordinance 1747 approved on June 29, 1970 enacted a new zoning map and set of districts and zoning requirements for the city. This map shows the subject property and surrounding neighborhood as being zoned into the medium-density "R-2" zoning district, which was subsequently translated to "RMF-24" with the adoption of the city's Unified Development Code.

The subject property was again rezoned, this time to the current zoning designation of NC, Neighborhood Conservation, in 2008 following the *Walker Park Neighborhood Plan*.

City Plan 2040 and Future Land Use Plan:
This area is designated as a Residential Neighborhood area, which are "primarily residential in nature and support a wide variety of housing types of appropriate scale and context." This land use designation also encourages the incorporation of low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail or offices. [5] The request aligns with this designation by increasing the variety of housing types permitted from just single-family to include two-, three-, four-, and multifamily housing. The UN district would also incorporate non-residential uses, however the intensity of some may extend beyond what was envisioned for this area. Specifically, UN permits General Business (Use Unit 12b) and Eating Places (Use Unit 13), which may increase traffic or noise. However, uses like a small office may not result in a significant impact to the neighborhood. Given this concern, a zoning district like NS-L may be more appropriate, however it does not come with as flexible lot width minimums that may spark redevelopment into fee-simple lots for denser housing. In reviewing the applicant's request letter and desire to retain the existing house but allow low-intensity commercial uses, rezoning to NS-L could be an appropriate compromise.

Walker Park Neighborhood Plan:
The subject property is included in the Walker Park Neighborhood Plan, which outlines goals and a vision for the area. Including a balance of commercial uses and diverse housing types.

While on its face, the request for UN may appear appropriate given the *Neighborhood Plan's* vision for balancing commercial uses and housing variety, the plan does acknowledge the value of retaining single-family housing and other housing patterns where appropriate. The *Walker Park Neighborhood Plan* acknowledges the "predominately single-family nature of the interior of the neighborhood."[6] A large swathe of primarily single-family zoned property is located roughly between E. 7th St. to E. 15th St. While mixed-use zoning districts may be appropriate along major streets like E. 7th, E. 15th, and even S. College Ave. it is not clear that this portion of the neighborhood was envisioned for commercial uses. RI-U offers increased housing flexibility, which aligns with both the goals of the *Walker Park Plan* and *City Plan 2040*, without inserting commercial uses into an established residential neighborhood like would be permitted under UN. This alternative would advance housing priorities and avoid locating commercial uses in an incompatible area.

It is also worth noting that the *intent* of the Urban Neighborhood district is to "serve as a mixed use are of medium intensity and *provide a transition* into residential neighborhoods from more

[5] City Plan 2040, 128.
[6] *Walker Park Neighborhood Plan*, 18.

intense, mixed-use districts.” The subject property is in the midst of solely residential properties (with the exception of the Combs Street Church), and not on the periphery where it could serve as a transitional space. As such, this request may not align with the intent of the Urban Neighborhood district. Alternative options that do not include commercial uses, like RI-U may be more appropriate.

To: Fayetteville Planning Commission
From: Wes Bates
Re: Rezoning Request – 416 S Willow Ave (NC → UN)
Date: 12/9/25

Dear Commissioners,

I am requesting a rezoning for the property located at 416 S Willow Ave from Neighborhood Conservation (NC) to Urban Neighborhood (UN). While the NC district restricts development to lower-intensity residential uses, UN zoning better reflects both the historical pattern of this neighborhood and the city's goals for compact, walkable infill development.

This area has long included a mix of residential and small-scale commercial uses, and today the neighborhood continues to include DG (Downtown General) and UN zoning in close proximity. The current NC boundary along this block is inconsistent with the existing land-use pattern and does not accurately reflect how the neighborhood has developed over time.

The UN district is an appropriate and compatible fit for 416 S Willow because it allows for a modest increase in residential flexibility while preserving neighborhood character. A key benefit of UN zoning is the ability to build townhouses narrower than 18 feet, which aligns with the traditional townhouse proportions found in historic Fayetteville neighborhoods. These narrower homes promote affordability, walkability, and architectural forms that fit seamlessly into older street grids.

This rezoning will allow the property to support traditional, human-scaled housing types that meet the City Plan's goals for attainable housing, gentle density, and sustainable growth. The site's proximity to existing mixed-use and higher-intensity zoning makes it a logical location to continue the neighborhood's historic pattern of compact urban development.

Thank you for your consideration,

Wes Bates

Public Comment
RZN-2025-0071

UPDATED JANUARY 26, 2026

From: esyule gamache <esyule@yahoo.com>
Sent: Tuesday, January 13, 2026 2:17 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Wesley Bates proposal of rezoning from NC to UN at 416 S Willow

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 Sirs: I both received a notification form and saw on my walk posted the property at 416 S. Willow. I am against rezoning this property.

Once there was a Walker Park neighborhood plan, which offered a future proposed map. This rezoned parts of this area from 15th Street to Huntsville Rd. This area plan showed development but with tasteful single family homes. I agreed with this plan. I am not for giving builders unlimited density cap on property.

Honestly, the existed zoning seems to be allowing eight homes or even duplexes on this land which would be a full area as it is yet it would be in harmony with this residential block of land whose parameters are Wood to MLK to Willow to Huntsville Rd., which is where I reside. I see development is inevitable but let's make it wise and in accord with what was proposed by the Walker Park Neighborhood plan.

Thank you.

Louise A Gamache

311 E. Huntsville Rd.

From: John Squires <jsquires4@gmail.com>
Sent: Monday, January 26, 2026 4:25 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RE : Proposed rezoning of property at 416 S Willow

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.

Public Comment
RZN-2025-0071

To Fayetteville Planning commission.

RE: OPPOSITION to Wesley Bates proposed zoning change from NC to UN for property at 416 S. WIllow, Fayetteville, AR.

Commissioners:

My name is John Squires. I own property at 407 E. Huntsville Rd. This property backs up to the the side of the property at 416 South Willow.

This residential neighborhood is one of the oldest in Fayetteville and his long been one of the most affordable neighborhoods in Fayetteville. The proposed rezoning would allow for a high density apartment complex in the middle of this neighborhood. The neighborhood is already undergoing gentrification. But it is still a neighborhood of single-family homes and narrow streets. Illumination of the density cap does not make a positive contribution to the neighborhood.

If the same zoning change proposal were situated in the middle of a upper income neighborhood I doubt it would be even under serious consideration. Affordable neighborhoods deserve the same protection as the rest of the neighborhoods in Fayetteville. Developer interest should not outweigh those of the neighborhood.

Already the neighborhood is seeing an increase in traffic since Huntsville Road was improved to provide a shortcut to the downtown area off of Martin Luther King Blvd. Changing the density from 10 units per acre to unlimited will only increase the traffic in this narrow street-ed neighborhood.

I understand that Fayetteville needs more affordable housing. But providing for unlimited density on a 1.8 acre parcel in the middle of this neighborhood is not the way to do it.

Additional Information Received

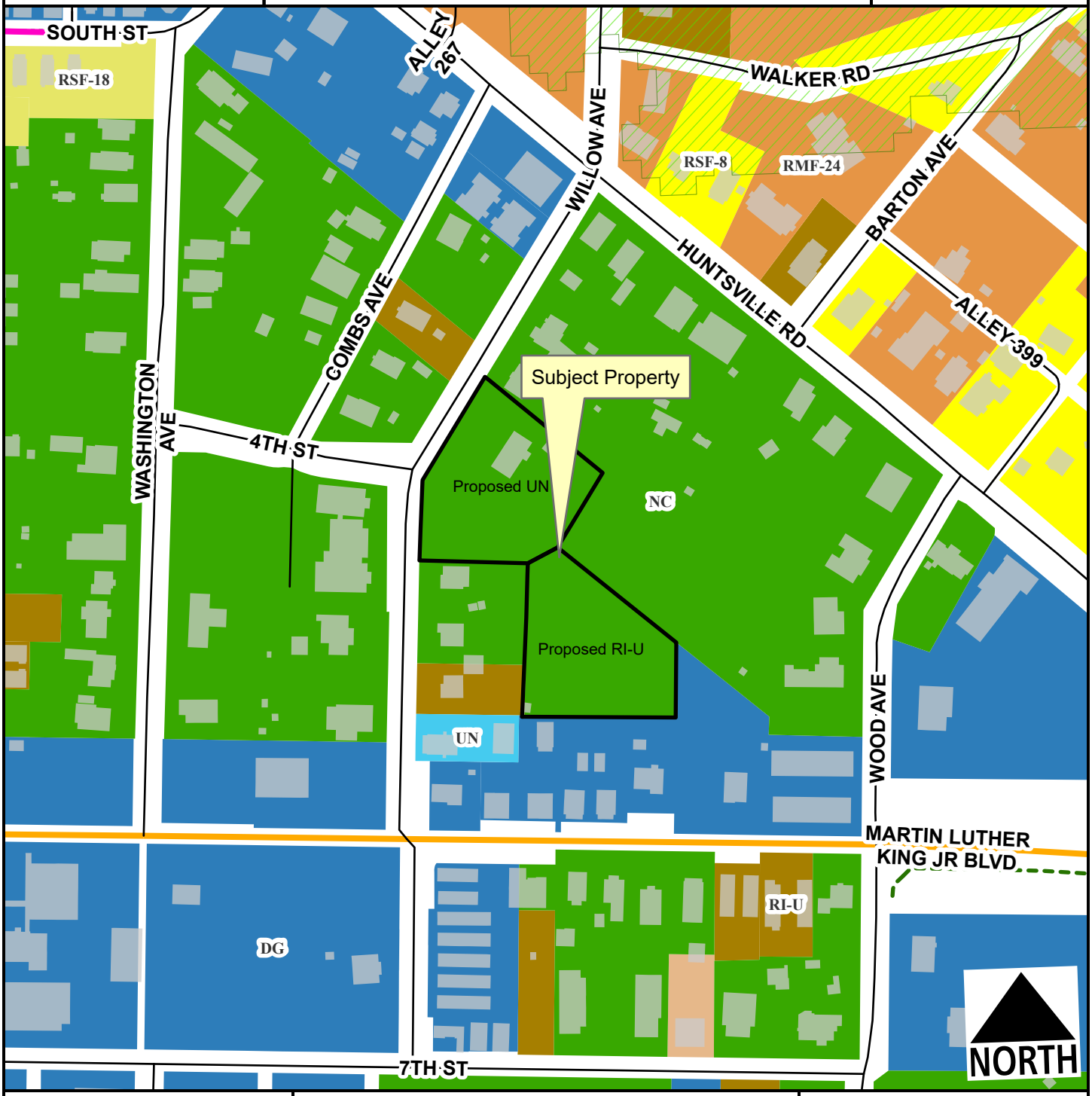
Date Received: MM/DD/YYYY	03/09/2026
Time: 00:00 (AM/PM)	12:20 PM
From: Name & Title	Jonathan Curth, Development Services Director
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	03/10/2026
Civic Clerk Number: Ex. 2025-994	2026-198
Forwarded to City Attorney's Office and Department Head	Received from Department Head with City Attorney's included.

RZN-2025-0071

Close Up View

416 S. WILLOW AVE

EXHIBIT 'A'



- Neighborhood Link
- Urban Center
- Unclassified
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Design Overlay District
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
DG	0.0	0.0
NC	1.8	0.0
RI-U	0.0	0.9
UN	0.0	1.0

Total 1.9 ac

Additional Information Received

Date Received: MM/DD/YYYY	03/09/2026
Time: 00:00 (AM/PM)	12:20 PM
From: Name & Title	Jonathan Curth, Development Services Director
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	03/10/2026
Civic Clerk Number: Ex. 2025-994	2026-198
Forwarded to City Attorney's Office and Department Head	Received from Department Head with City Attorney's included.

EXHIBIT 'B'

RE: Legal Description of Parcels #765-08165 (Lot 7), #765-08166-000 (Lot 8), #765-12847-000 and a part of Parcel #765-12853-000 for a rezoning by Zara Niederman.

REZONING AREA #1:

LOTS 7 AND 8 IN THE J.O. MAYES ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER THE FINAL PLAT THEREOF FILED IN BOOK 1 AT PAGE 178 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, AND ALSO A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N87°22'26"W 264.83', THENCE N02°29'08"E 587.81', THENCE N49°19'22"W 210.24' TO THE TRUE POINT OF BEGINNING AND RUNNING THENCE S63°59'35"W 46.62', THENCE N86°31'05"W 150.02', THENCE N04°13'55"E 111.46', THENCE N33°10'57"E 166.73', THENCE S48°44'45"E 210.08', THENCE S33°06'55"W 120.40' TO THE POINT OF BEGINNING, CONTAINING 0.97 ACRES, MORE OR LESS. SUBJECT TO THAT PORTION IN SOUTH WILLOW AVENUE MASTER STREET PLAN RIGHT-OF-WAY ON THE WEST SIDE OF HEREIN DESCRIBED TRACT AND SUBJECT TO ALL OTHER EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

REZONING AREA #2:

A PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 16 NORTH, RANGE 30 WEST, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT WHICH IS N87°22'26"W 264.83' AND N02°29'08"E 483.93' FROM THE SOUTHEAST CORNER OF SAID FORTY ACRE TRACT AND RUNNING THENCE N87°41'40"W 212.47', THENCE N04°26'38"E 137.42', THENCE N03°40'41"E 74.98', THENCE N63°59'35"E 46.62', THENCE S50°23'21"E 130.98', THENCE S47°33'39"E 79.32', THENCE S02°29'08"W 103.88' TO THE POINT OF BEGINNING, CONTAINING 0.87 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-328

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **RZN-2025-0069: Rezoning (S. DEAD HORSE MOUNTAIN RD & E. GOFF FARM RD/STONEBRIDGE GOLF COURSE, 606, 607, 646 & 685): Submitted by JORGENSEN & ASSOCIATES for property located on S. DEAD HORSE MOUNTAIN RD & E. GOFF FARM RD. in WARD 1. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 157.05 acres. The request is to rezone 4.65 acres of the property to UN, URBAN NEIGHBORHOOD, and 37.66 acres of the property to NC, NEIGHBORHOOD CONSERVATION.**

RECOMMENDATION:
City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is in southeast Fayetteville and is the site of the Stonebridge Meadows Golf Club. Totaling approximately 157.05 acres, the property is currently zoned R-A Residential Agricultural. In the mid-1990s, the property transitioned from a private farm with a horse track to the Stonebridge Meadows Golf Club. A previous rezoning request that encompassed this property and the adjacent one for a total of 205.2 acres was denied by City Council in July 2023.

Request: The request is to rezone 4.65 acres to UN, Urban Neighborhood, and 37.66 acres to NC, Neighborhood Conservation. The remainder of the site, approximately 114.74 acres, is to remain R-A, Residential Agricultural. The applicant had originally requested to rezone 4.65 acres to CS, Community Services, but later modified prior to performing public notification.

Public Comment: Staff has received public comment in opposition of the request, citing traffic concerns, lack of water and sewer infrastructure, and flooding issues on S. Dead Horse Mountain Road. Two members of the public spoke at the February 9th Planning Commission meeting.

Land Use Compatibility: From a use perspective, adding additional single-family homes near single-family homes is inherently compatible, and staff does not find any issues with a request to rezone approximately 37 acres of property from R-A to NC, even though it represents an increase in density. Given right-of-way dedication, tree preservation, and drainage requirements associated with residential subdivision development, it is likely that upwards of 250 single-family units could be built in that portion of the property. At this intensity, staff does not find that existing infrastructure could support this without significant investment. Most traffic would concentrate to the north towards Huntsville Road, and water and sewer capacity are also quite limited in

this area. The area to the west, though generally rural in nature, has seen recent development, and with the inclusion of UN zoning in the northwestern portion of the site, this could help insert additional services in an area that is currently lacking in available amenities. The UN zoning district proposal, at 4.63 acres, allows for a modest insertion of nonresidential uses. With no stated density maximum and minimal lot width and area sizes, the potential impact of additional residential units in that portion, whether multi-family or single-family would likely be compatible with the surrounding neighborhoods. The emerging development pattern in the area also suggests a continual increase in single-family home development, with this development filling a gap between two developments southeast of the intersection of Dead Horse Mountain Road and E. Goff Farm Road. The applicant also intends to keep the majority of site zoned as R-A, which shows an intention to incrementally increase density, and to keep the existing golf course intact.

Land Use Plan Analysis: Staff finds that the proposal runs counter to some of the goals outlined in City Plan 2040, but in in-line with others. On one hand, the infill score for this site is low, which appears to counter the City's stated goal towards making infill development a priority (goal 1), and discouraging suburban sprawl (goal 2). That said, the area in question is identified as a Residential Neighborhood Area, and the applicant's intention to bring a mixed-use zoning district into the proposal contributes to goal 3 of making compact, complete, and connected development the standard. Staff also finds that the smaller lot sizes can facilitate meeting the goal of providing attainable housing (goal 6). Maintaining the existing golf course and open space acknowledges the enduring green network (goal 5) and does not prevent the area's preservation in the long-term.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 0-3 for this site. The following elements of the matrix contribute to the score:

- Near Sewer Main (6 – 8" PVC main through the site)
- Near City Park (Combs Park)
- Near Paved Trail (St. Paul Trail)

DISCUSSION:
At the February 9, 2026 Planning Commission meeting, a vote of 8-1-0 forwarded the request to City Council with a recommendation of approval. Commissioner Payne was opposed, though did not state a specific reason. Those in favor found that the request was compatible with surrounding land uses and that recent and ongoing upgrades to City infrastructure with regards to water and sewer would adequately support the development. Two members of the public spoke in opposition to the request with concerns about the homes becoming rental properties, the proposed lot sizes being too small, and a desire to see larger, more upscale homes in the neighborhood. Drainage and flooding concerns were also issued by the members of the public.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

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

File #: 2026-328

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-69 FOR APPROXIMATELY 42.31 ACRES OF A 157.05 ACRE PARCEL LOCATED ON SOUTH DEAD HORSE MOUNTAIN ROAD & EAST GOFF FARM ROAD IN WARD 1 FROM R-A, RESIDENTIAL AGRICULTURAL TO UN, URBAN NEIGHBORHOOD AND NC, NEIGHBORHOOD CONSERVATION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-A, Residential Agricultural to UN, Urban Neighborhood and NC, Neighborhood Conservation.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2026-328

Item ID

3/3/2026

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	2/12/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0069: Rezoning (S. DEAD HORSE MOUNTAIN RD & E. GOFF FARM RD/STONEBRIDGE GOLF COURSE, 606, 607, 646 & 685): Submitted by JORGENSEN & ASSOCIATES for property located on S. DEAD HORSE MOUNTAIN RD & E. GOFF FARM RD. in WARD 1. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 157.05 acres. The request is to rezone 4.63 acres of the property to UN, URBAN NEIGHBORHOOD, and 37.66 acres of the property to NC, NEIGHBORHOOD CONSERVATION.

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:

RZN-2025-0069

Close Up View

S. DEAD HORSE MOUNTAIN RD & E. GOFF FARM RD

EXHIBIT A

- Neighborhood Link
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 255 510 1,020 1,530 2,040

1:8,400

Zone	Current	Proposed
UN	0.0	4.6
NC	0.0	37.4
R-A	159.6	118.6
RSF-2	0.3	0.0
RSF-4	0.1	0.0

Total 160.6 ac

EXHIBIT B

LEGAL DESCRIPTION: (R-A TO UN)

A part of the SE1/4 of the SW1/4 and a part of the SW1/4 of the SE1/4 of Section 24, T16N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the SE Corner of said SE1/4, SW1/4, thence N02°50'44"E 731.78 feet to the POINT OF BEGINNING, thence S81°02'45"W 50.53 feet, thence S08°57'15"E 23.68 feet, thence S80°07'59"W 108.00 feet, thence N74°31'30"W 34.38 feet, thence N59°50'02"W 97.58 feet, thence N29°20'58"W 104.06 feet, thence N15°49'34"E 138.95 feet, thence N61°00'05"E 91.68 feet, thence N81°09'21"E 497.04 feet, thence along a non tangent curve to the left 96.96 feet, said curve having a radius of 160.92 feet and a chord bearing and distance of S22°23'52"E 95.50 feet, thence S39°26'41"E 186.19 feet, thence S50°31'39"W 100.87 feet, thence S81°02'45"W 369.40 feet to the POINT OF BEGINNING: Containing 4.65 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (R-A TO NC)

A part of the SE1/4 of Section 24 and a part of the NE1/4 of Section 25 all in T16N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the SW Corner of the SW1/4, SE1/4 of Section 24, thence N02°50'44"E 731.78 feet, thence N81°02'45"E 347.19 feet to the POINT OF BEGINNING; thence N81°02'45"E 22.21 feet, thence N50°31'39"E 100.87 feet, thence N39°26'41"W 186.19 feet, thence along a non tangent curve to the right 96.96 feet, said curve having a radius of 160.92 feet and a chord bearing and distance of N22°23'52"W 95.50 feet, thence S81°09'21"W 120.00 feet, thence N08°57'15"W 156.08 feet, thence N81°02'45"E 120.00 feet, thence S89°00'26"E 52.69 feet, thence N80°56'09"E 120.20 feet, thence S08°57'15"E 156.08 feet, thence S39°28'21"E 468.95 feet, thence S18°59'17"E 146.99 feet, thence N71°00'43"E 69.91 feet, thence S88°59'17"E 219.11 feet, thence S71°01'00"E 123.95 feet, thence S41°01'48"E 143.32 feet, thence S15°42'11"E 266.28 feet, thence N74°17'46"E 19.53 feet, thence S15°42'17"E 81.70 feet, thence S15°19'54"E 133.25 feet, thence S15°13'16"E 131.98 feet, thence S39°36'57"E 439.73 feet, thence S22°54'42"E 157.34 feet, thence S02°32'46"E 213.06 feet, thence S43°43'41"W 235.14 feet, thence S28°26'43"W 62.04 feet, thence S08°20'49"W 184.25 feet, thence S19°43'24"W 70.60 feet, thence S49°53'43"W 156.88 feet, thence S80°04'03"W 147.49 feet, thence N73°14'18"W 258.25 feet, thence N41°49'52"W 200.37 feet, thence N02°31'08"E 144.22 feet, thence N12°36'14"E 292.67 feet, thence N18°59'17"W 572.29 feet, thence S72°22'35"W 226.24 feet, thence N04°36'29"W 53.37 feet, thence N72°22'35"E 212.98 feet, thence N18°59'17"W 460.67 feet; thence N18°59'17"W 227.10 feet, thence N39°28'21"W 389.04 feet to the POINT OF BEGINNING: Containing 37.66 acres more or less subject to easements and right of way of record.

LEGAL DESCRIPTION: (R-A TO REMAIN)

A part of the SW1/4 and a part of the SE1/4 of Section24 and a part of the NE1/4 and a part of the SE1/4 of Section 25 all in T16N, R30W in Washington County, Arkansas, and being described as follows: Commencing at the SE Corner of the SE1/4, SW1/4 of Section 24, thence N02°50'44"E 350.34 feet to the POINT OF BEGINNING, thence N33°48'42"W 21.34 feet, thence N81°26'17"W 630.62 feet, thence

EXHIBIT B

N56°34'19"W 339.64 feet, thence N87°14'03"W 66.30 feet, thence N02°33'15"E 35.95 feet, thence N42°00'27"E 354.05 feet, thence N20°47'21"E 64.36 feet, thence N56°26'58"E 236.55 feet, thence N48°57'18"E 291.80 feet, thence N53°36'18"E 276.65 feet, thence N82°43'44"E 260.64 feet, thence N22°12'33"E 47.50 feet, thence S31°14'11"E 72.45 feet, thence along a curve to the right 48.22 feet, said curve having a radius of 124.00 feet and a chord bearing and distance of S20°05'43"E 47.92 feet, thence S08°57'15"E 231.35 feet, thence S81°02'45"W 120.00 feet, thence S08°57'15"E 156.08 feet, thence S81°09'21"W 377.04 feet, thence S61°00'05"W 91.68 feet, thence S15°49'34"W 138.95 feet, thence S29°20'58"E 104.06 feet, thence S59°50'02"E 97.58 feet, thence S74°31'30"E 34.38 feet, thence N80°07'59"E 108.00 feet, thence N08°57'15"W 23.68 feet, thence N81°02'45"E 397.71 feet, thence S39°28'21"E 389.04 feet, thence S18°59'17"E 227.10 feet; thence S18°59'17"E 1,084.97 feet, thence S12°36'14"W 292.67 feet, thence S02°31'08"W 144.22 feet, thence S41°49'52"E 200.37 feet, thence S73°14'18"E 258.25 feet, thence N80°04'03"E 147.49 feet, thence N49°53'43"E 156.88 feet, thence N19°43'24"E 70.60 feet, thence N08°20'49"E 184.25 feet, thence N28°26'43"E 62.04 feet, thence N43°43'41"E 235.14 feet, thence N02°32'46"W 213.06 feet, thence N22°54'42"W 157.34 feet, thence N39°36'57"W 439.73 feet, thence N15°13'16"W 131.98 feet, thence N15°19'54"W 133.25 feet, thence N15°42'17"W 81.70 feet, thence S74°17'46"W 19.53 feet, thence N15°42'11"W 266.28 feet, thence N41°01'48"W 143.32 feet, thence N71°01'00"W 123.95 feet, thence N88°59'17"W 219.11 feet, thence S71°00'43"W 69.91 feet, thence N18°59'17"W 146.99 feet, thence N39°28'21"W 468.95 feet, thence N08°57'15"W 156.08 feet, thence S80°56'09"W 120.10 feet, thence N08°57'15"W 240.46 feet, thence along a curve to the left 68.45 feet, said curve having a radius of 176.00 feet and a chord bearing and distance of N20°05'43"W 68.02 feet, thence N31°14'11"W 111.00 feet, thence N22°12'33"E 89.22 feet, thence N75°02'54"E 48.07 feet, thence S54°37'53"E 99.63 feet, thence N81°29'37"E 48.59 feet, thence S71°40'52"E 120.12 feet, thence S55°40'23"E 72.67 feet, thence S39°03'01"E 157.90 feet, thence N50°27'50"E 170.70 feet, thence along a non tangent curve to the left 80.69 feet, said curve having a radius of 2,085.88 feet and a chord bearing and distance of S40°19'34"E 80.69 feet, thence along a non tangent curve to the left 96.76 feet, said curve having a radius of 225.85 feet and a chord bearing and distance of S56°22'36"E 96.02 feet, thence along a non tangent curve to the left 99.53 feet, said curve having a radius of 343.44 feet and a chord bearing and distance of S76°11'30"E 99.18 feet, thence along a non tangent curve to the left 77.54 feet, said curve having a radius of 334.45 feet and a chord bearing and distance of S87°42'24"E 77.37 feet, thence N89°26'35"E 193.26 feet, thence N88°06'38"E 170.89 feet, thence N89°02'14"E 160.26 feet, thence S30°02'34"E 134.84 feet, thence S04°12'11"E 205.40 feet, thence S46°42'16"E 370.58 feet, thence S37°06'33"E 211.06 feet, thence S21°05'47"E 162.00 feet, thence S18°50'24"E 221.95 feet, thence S26°28'59"E 509.81 feet, thence S26°23'08"E 14.89 feet, thence S87°02'41"E 0.03 feet; thence S87°02'41"E 120.70 feet, thence S02°30'07"W 354.52 feet, thence S41°09'04"W 443.83 feet, thence S06°46'14"E 119.60 feet, thence S34°52'13"W 95.97 feet, thence S63°01'02"W 152.31 feet, thence S55°11'27"W 216.18 feet, thence S61°22'55"E 142.84 feet, thence S05°41'43"E 74.86 feet, thence S73°32'00"W 182.84 feet, thence S60°03'38"W 212.32 feet, thence S54°29'23"W 137.53 feet, thence S66°18'34"W 126.83 feet, thence S55°22'29"W 80.93 feet, thence S84°28'15"W 226.61 feet, thence N66°35'42"W 223.01 feet, thence S36°34'23"W 103.77 feet, thence S17°43'01"W 85.52 feet, thence S24°04'34"W 226.44 feet, thence S22°33'56"W 149.87 feet, thence S31°27'55"W 104.87 feet, thence S29°02'26"W 153.99 feet, thence S42°14'23"W 127.07 feet, thence

EXHIBIT B

S34°13'06"W 83.05 feet, thence S63°31'07"W 81.67 feet, thence S46°50'16"W 129.75 feet, thence S67°57'14"W 111.70 feet, thence S41°02'21"W 119.44 feet, thence S68°42'52"W 50.71 feet, thence N78°18'33"W 64.56 feet, thence N55°41'46"W 68.35 feet, thence N16°20'29"W 74.72 feet, thence N38°52'47"W 79.66 feet, thence N01°23'12"W 46.36 feet, thence N02°28'42"E 63.91 feet, thence N18°19'01"E 51.64 feet, thence N22°14'54"E 35.67 feet, thence along a non tangent curve to the left 12.13 feet, said curve having a radius of 12.34 feet and a chord bearing and distance of N30°53'13"E 11.65 feet, thence N06°26'53"E 11.72 feet, thence N46°54'37"E 58.40 feet, thence along a non tangent curve to the right 47.85 feet, said curve having a radius of 246.52 feet and a chord bearing and distance of N70°49'20"E 47.77 feet, thence along a non tangent curve to the right 29.19 feet, said curve having a radius of 26.36 feet and a chord bearing and distance of S77°26'51"E 27.72 feet, thence along a non tangent curve to the left 36.29 feet, said curve having a radius of 11.51 feet and a chord bearing and distance of N56°55'59"E 23.01 feet, thence N46°20'01"W 22.37 feet, thence N43°01'27"W 19.29 feet, thence along a curve to the right 7.75 feet, said curve having a radius of 3.86 feet and a chord bearing and distance of N14°29'00"E 6.51 feet, thence along a non tangent curve to the left 23.50 feet, said curve having a radius of 10.28 feet and a chord bearing and distance of N39°00'59"E 18.71 feet, thence N32°40'39"E 25.80 feet, thence along a non tangent curve to the left 27.56 feet, said curve having a radius of 25.63 feet and a chord bearing and distance of N48°12'46"E 26.25 feet, thence N44°32'40"E 15.03 feet, thence N58°52'19"E 21.91 feet, thence along a non tangent curve to the right 35.72 feet, said curve having a radius of 17.72 feet and a chord bearing and distance of S75°27'50"E 29.97 feet, thence S17°42'44"E 22.91 feet, thence along a non tangent curve to the left 31.36 feet, said curve having a radius of 8.45 feet and a chord bearing and distance of S74°36'00"E 16.22 feet, thence N20°28'18"W 17.41 feet, thence along a non tangent curve to the right 56.42 feet, said curve having a radius of 751.11 feet and a chord bearing and distance of N07°40'22"W 56.41 feet, thence along a non tangent curve to the right 45.39 feet, said curve having a radius of 44.30 feet and a chord bearing and distance of N02°29'24"E 43.43 feet, thence N36°23'21"E 34.04 feet, thence along a non tangent curve to the left 41.47 feet, said curve having a radius of 38.48 feet and a chord bearing and distance of N16°00'41"E 39.49 feet, thence N32°40'39"E 213.53 feet, thence N70°36'56"E 185.38 feet, thence N15°59'29"E 713.53 feet, thence N04°36'29"W 927.98 feet, thence N42°11'57"W 488.91 feet, thence S88°14'57"W 161.24 feet, thence N33°48'42"W 250.20 feet to the POINT OF BEGINNING: Containing 118.57 acres more or less subject to easements and right of way of record.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director

MEETING DATE: February 9, 2026 Updated with results

SUBJECT: **RZN-2025-0069: Rezoning (S. DEAD HORSE MOUNTAIN RD & E. GOFF FARM RD/STONEBRIDGE GOLF COURSE, 606, 607, 646 & 685):** Submitted by JORGENSEN & ASSOCIATES for property located on S. DEAD HORSE MOUNTAIN RD & E. GOFF FARM RD. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 157.05 acres. The request is to rezone 4.63 acres of the property to UN, URBAN NEIGHBORHOOD, and 37.65 acres of the property to NC, NEIGHBORHOOD CONSERVATION.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0069** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0069** to City Council with a recommendation of approval."*

JANUARY 12, 2026 PLANNING COMMISSION MEETING
The applicant previously requested to table themselves to the February 9 Planning Commission meeting, to give themselves time to produce additional traffic impact analysis for the proposed development. They have provided this documentation, and it is attached to this report for the Commission's consideration.

BACKGROUND:
The subject property is in south Fayetteville and is the site of the Stonebridge Meadows Golf Club. Totaling approximately 157.05 acres, the property is currently zoned R-A, Residential Agricultural. In the mid-1990s, the property transitioned from a private farm with a horse track on it to the currently operating Stonebridge Meadows Golf Club. A previous rezoning request that encompassed this property and the adjacent one for a total of 205.2 acres was denied by City Council in July 2023. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Golf Course	R-A, Residential-Agricultural
South	Undeveloped	RSF-2, Residential Single-Family, 2 Units per Acre
East	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre
West	Undeveloped/Single-Family Residential	R-A, Residential-Agricultural; RSF-4, Residential Single-Family, 4 Units per Acre

Request: The request is to rezone 4.63 acres to UN, Urban Neighborhood, and 37.65 acres to NC, Neighborhood Conservation. The remainder of the site, approximately 114.77 acres, is to

remain R-A, Residential Agricultural. The applicant had originally request to rezone 4.63 acres to CS, Community Services, but has since changed their request.

Public Comment: Staff has received public comment in opposition of the request, citing traffic concerns, lack of water and sewer infrastructure, and flooding issues on S. Dead Horse Mountain Road.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area with the requested rezoning does not have any direct street frontage; the overall site has street frontage along E. Goff Farm Road, and there is a street stub-out to S. Pumpkin Ridge Drive at the south end of the overall site. Further, an adjacent land subdivision to the east proposes to stub out to the site in question. E. Goff Farm Road is a partially-improved street with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject area. An existing 8-inch water main is present at the end of South Pumpkin Ridge Drive.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present at the end of S. Pumpkin Ridge Drive and an existing 12-inch sewer main is present on the west side of the subject property.

Drainage: A very small portion of the southern end of the overall site is within the Hillside-Hilltop Overlay District, though would not likely affect the specific area in question. Engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and abbreviated tree preservation plans. There are also hydric soils present on the property. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric Soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits could 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 at the time of development submittal.

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 3, located at 1050 S. Happy Hollow Rd., protects this site. The property is located approximately 2 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 current zoning districts of R-A, Residential-Agricultural and RSF-4, Residential Single-Family, 4 Units per Acre require **25% minimum canopy preservation**. The proposed zoning districts of NC, Neighborhood Conservation and UN, Urban Neighborhood, require **20% minimum canopy preservation** and **15% minimum canopy preservation,** respectively.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood Area.**

Residential Neighborhood Areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context: single-family, duplexes, rowhouses, multifamily and accessory dwelling units. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment. Building setbacks may vary depending on the context of the existing neighborhood.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **0-3** for this site with a weighted score of **3**. The following elements of the matrix contribute to the score:

- Near Sewer Main (6 – 8" PVC main through the site)
- Near City Park (Combs Park)
- Near Paved Trail (St. Paul Trail)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **From a use perspective, adding additional single-family homes near single-family homes is inherently compatible, and staff does not find any issues with a request to rezone approximately 37 acres of property from R-A to NC, even though it represents an increase in density. Given necessary right-of-way dedication, tree preservation, and drainage requirements, it is likely that upwards of 250 single-family units could be built in that portion of the property. At this intensity, staff does not find that existing infrastructure could support this without significant investment. Most traffic would concentrate to the north towards Huntsville Road, and water and sewer capacity are also quite limited in this area. The area to the west, though generally rural in nature, has seen recent development, and with the inclusion of UN zoning in the northwestern portion of the site, this could help insert additional services in an area that is currently lacking in available amenities. The UN zoning district proposal, at 4.63 acres, allows for a modest insertion of uses. With no stated density maximum and minimal lot**

width and area sizes, the potential impact of additional residential units in that portion, whether multi-family or single-family would likely be compatible with the surrounding neighborhoods. The emerging development pattern in the area also suggests a continual increase in single-family home development, with this development filling a gap between two developments southeast of the intersection of Dead Horse Mountain Road and E. Goff Farm Road. The applicant also intends to keep the majority of site down-zoned to R-A, which shows an intention to incrementally increase density, and to keep the existing golf course intact.

Land Use Plan Analysis: **Staff finds that the proposal runs counter to some of the goals outlined in City Plan 2040, but in in line with others. One one hand, the infill score for this site is low, which appears to counter the City's stated goal towards making infill development a priority (goal 1), and discouraging suburban sprawl (goal 2). That said, the area in question is identified as a Residential Neighborhood Area, and the applicant's intention to bring a mixed-use zoning district into the conversation in this area contributes to goal 3 of making compact, complete, and connected development the standard. Staff also finds that the smaller lot sizes lean this neighborhood towards meeting the goal of providing attainable housing (goal 6). Maintaining the existing golf course and open space also contributes to the goal of maintaining an enduring green network (goal 5).**

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 to NC, Neighborhood Conservation and UN, Urban Neighborhood, is justifiable based on future land use goals of creating a residential neighborhood in this area.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **The proposed rezoning will increase traffic, and possibly to a significant degree. With the addition of potentially hundreds of housing units, staff finds this may negatively contribute to traffic counts on Dead Horse Mountain Road, with residents having no viable alternative transportation option. That said, the applicant provided a traffic study with this request that indicated that the level of service at the intersection of Dead Horse Mountain Road and E. Goff Farm Road was maintained with the applicant's proposed development. Staff also finds that there is a possible connection to an existing bike trail, which does work in the development's favor towards the future reduction of traffic counts, but this does little to provide connectivity to the development in the short term.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Rezoning the property from its current zoning designation will significantly alter the potential population density in the area. Initial Engineering Division**

review indicates that utility extensions or upgrades are likely required, especially with regards to current water service to the site, which may not currently have the capacity to serve a development of this size. No comments were received from the Fayetteville Public School district.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

    b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0069 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: February 9, 2026	❒ **Tabled**	☒ **Forwarded** with a recommendation of approval.	❒ **Denied**
Motion: Cabe			
Second: McGetrick			
Vote: 8-1-0 (Payne opposed)			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- Unified Development Code
    - §161.03 District R-A, Residential-Agricultural
    - §161.29 Neighborhood Conservation
    - §161.37 Urban Neighborhood
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Request Letter
- Traffic Study
- Long-Range Planning Memo
- Public Comment

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses*.

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)

(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

(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(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."

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

All dwelling types	40 feet

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800 , §1(Exh. A), 10-6-15>; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6211 , §1, 8-6-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Ord. No. 6427 , § 2, adopted April 20, 2021, "determines that this ordinance and all amendments to Code sections ordained or enacted by this ordinance shall automatically sunset, be repealed, terminated, and become void twenty (20) months after the passage and approval of this ordinance, unless prior to that date, the City Council amends this ordinance to repeal this sunset, repeal and termination section."

161.37 Urban Neighborhood

(A) *Purpose.* The Urban Neighborhood District is designed to serve as a mixed use area of medium intensity and provide a transition into residential neighborhoods from more intense, mixed-use districts. Urban Neighborhood promotes a walkable, pedestrian-oriented neighborhood development form with a variety of housing options and complementary neighborhood businesses that are compatible in scale and use with surrounding land uses. For the purpose of Chapter 96: Noise Control the Urban Neighborhood district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12b	General business
Unit 13	Eating places
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk cafes
Unit 41	Accessory dwelling units
Unit 44	Cluster housing development
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 5	Government facilities
Unit 14	Hotel, motel and amusement services
Unit 15	Neighborhood shopping goods
Unit 36	Wireless communication facilities
Unit 45	Small scale production
Unit 48	Private dormitories

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

All dwellings	12 feet
All other uses	None

(2) *Lot Area Minimum.* None.

(E) *Setback Regulations.*

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	None
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations.*

Building Height Maximum	3 stories

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

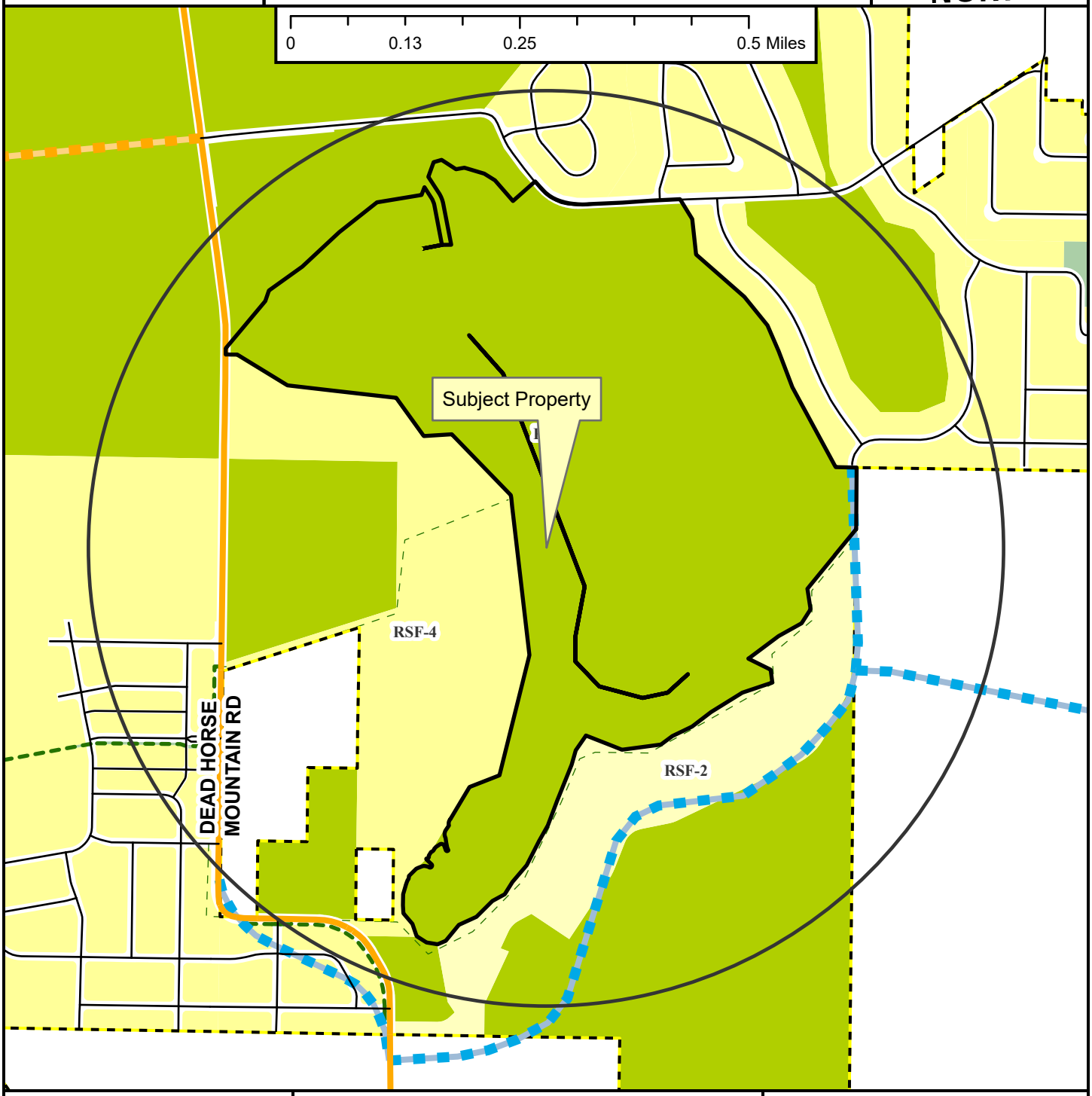
(Ord. No. 6830, §1(Exh. A), 1-7-25; Ord. No. 6879, §2, 5-20-25)

RZN-2025-0069

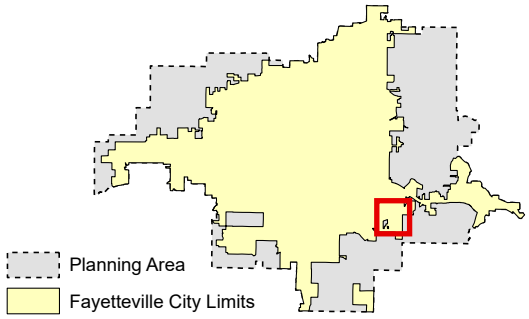
One Mile View

S. DEAD HORSE MOUNTAIN RD & E. GOFF FARM RD

NORTH



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



RZN-2025-0069

Close Up View

S. DEAD HORSE MOUNTAIN RD & E. GOFF FARM RD

- Neighborhood Link
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Hillside-Hilltop Overlay District
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 255 510 1,020 1,530 2,040

1:8,400

Zone	Current	Proposed
UN	0.0	4.6
NC	0.0	37.4
R-A	159.6	118.6
RSF-2	0.3	0.0
RSF-4	0.1	0.0
Total	**160.6 ac**	

RZN-2025-0069

Current Land Use

S. DEAD HORSE MOUNTAIN RD & E. GOFF FARM RD

NORTH

- Neighborhood Link
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 262.5 525 1,050 1,575 2,100

1:8,600

FEMA Flood Hazard Data

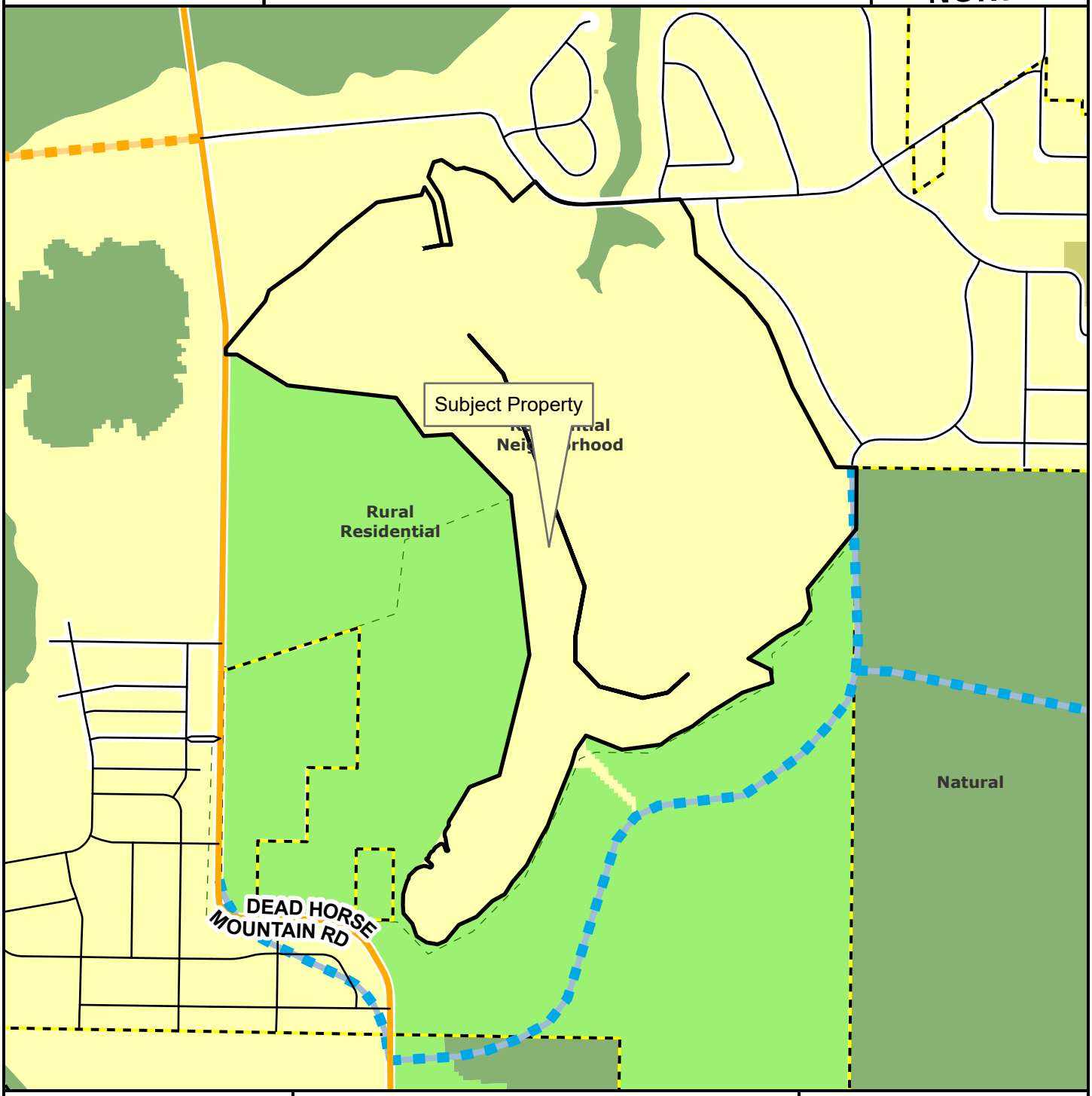
- 100-Year Floodplain
- Floodway

RZN-2025-0069

Future Land Use

S. DEAD HORSE MOUNTAIN RD & E. GOFF FARM RD

NORTH



- Neighborhood Link
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

JORGENSEN
+ASSOCIATES
Civil Engineering · Surveying

124 W Sunbridge Drive, Suite 3
Fayetteville, AR 72703
Office: 479.442.9127
www.jorgensenassoc.com
Established 1985

December 23, 2025

City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Attn: Development Services
Re: Stonebridge Golf Course Rezoning

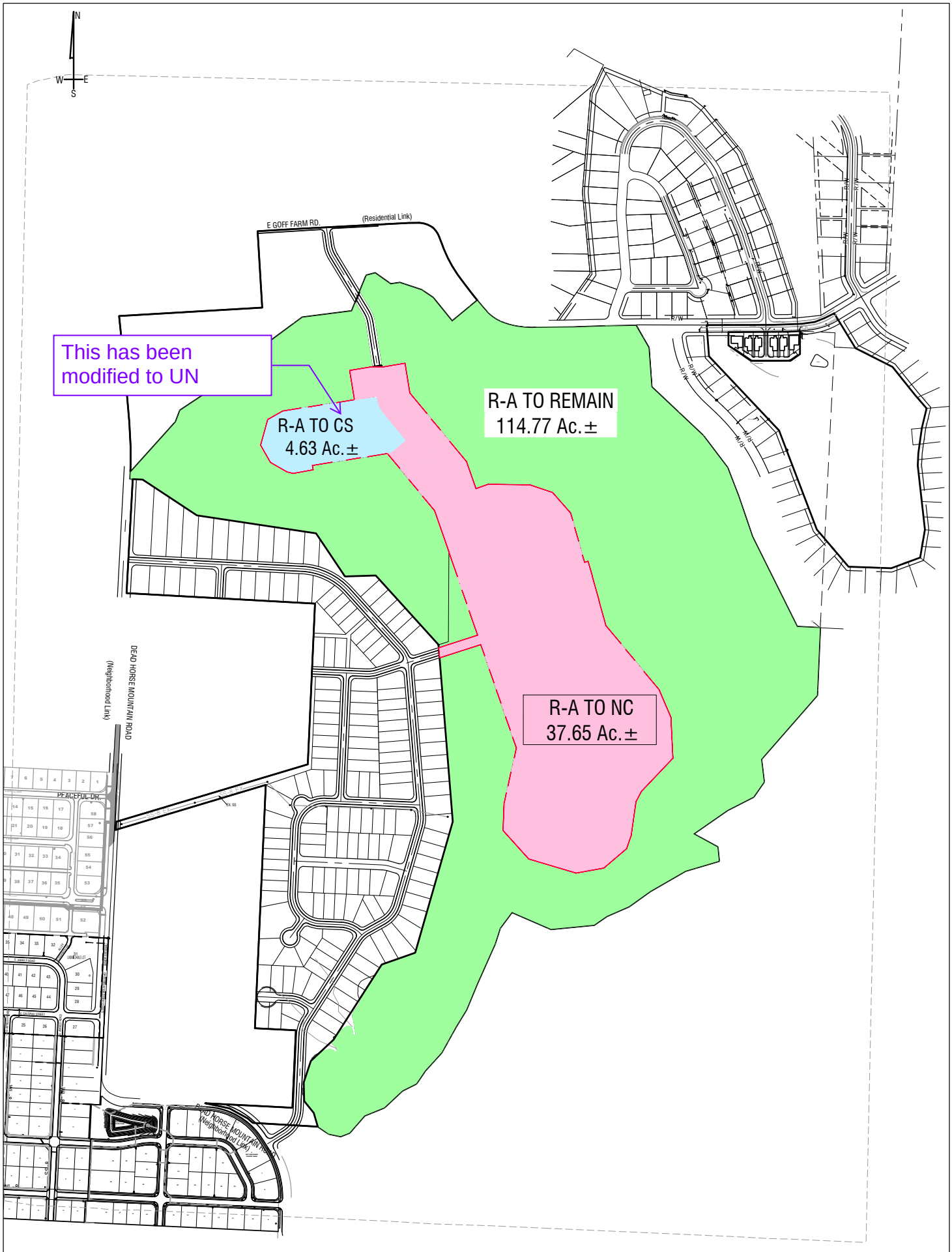
Please accept this request to rezone parcels 765-15268-452, 765-15269-151, & 765-15269-150 . This tract of land is currently zoned R-A and does have an active and one of the only Public Golf Courses in Northwest Arkansas. The desire is to rezone a portion of this land to NC and a smaller portion to UN (For townhome development). This requested zoning is appropriate and compatible with the surrounding properties and uses as the newly developed "The Preserve @ Stonebridge" immediately to the west and the adjacent established neighborhoods invite this vacant portion of land to be developed in a similar fashion.

Riverwood Homes (a long-standing developer with their headquarters located in Fayetteville) in conjunction with the ownership of the Stonebridge Golf Course will collaborate to bring a mix of affordable homes ranging in size from 1,350 SF to 3,000 SF, as well as a pocket of Townhomes. This new development is located ~ 3 miles from Downtown Fayetteville and the University of Arkansas.

Please review this application and let us know if there are any questions that we may be able to answer.

Thanks.

Blake Jorgensen, PE
Jorgensen + Associates


N
W
E
S
E GOFF FARM RD.
(Residential Link)
This has been modified to UN
R-A TO CS
4.63 Ac.±
R-A TO REMAIN
114.77 Ac.±
R-A TO NC
37.65 Ac.±
DEAD HORSE MOUNTAIN ROAD
(Neighborhood Link)
PEACEFUL DR.
R/W
LEGEND
R-A TO REMAIN
R-A TO NC
R-A TO CS
JORGENSEN +ASSOCIATES
Civil Engineering + Surveying
124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
Office: 479.442.9127
www.jorgensenassoc.com
Established 1995
PROJECT TITLE: STONEBRIDGE COTTAGES REZONING
LOCATION: FAYETTEVILLE, AR
DRAWN BY PMM
SHEET SCALE: 1" = 300'
SHEET # 1

LEGEND

R-A TO REMAIN

R-A TO NC

R-A TO CS

JORGENSEN +ASSOCIATES
Civil Engineering + Surveying

124 W Sunbridge Drive, Suite 5
Fayetteville, AR 72703
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Established 1995

PROJECT TITLE: STONEBRIDGE COTTAGES REZONING
LOCATION: FAYETTEVILLE, AR
SHEET TITLE: REZONING EXHIBIT

DRAWN BY PMM
SHEET SCALE: 1" = 300'
DATE: 10.9.2025
PROJECT FILE: Z:\Stonebridge\2021010 - Stonebridge Cottages\dwg\SB COTTAGES-HUB.dwg

SHEET # 1

Planning Commission
February 9, 2026
RZN-2025-0069 (STONEBRIDGE GOLF COURSE)

TRAFFIC IMPACT ANALYSIS

Stonebridge Interior

Dead Horse Mountain Rd & Goff Farm Rd

Fayetteville, Arkansas

Prepared for:

Riverwood Homes, LLC

January 2026

Prepared by:

Traffic Engineering Consultants, Inc.

CERTIFICATE OF AUTHORIZATION
TRAFFIC ENGINEERING CONSULTANTS, INC.
No. 194
ARKANSAS

STATE OF ARKANSAS
REGISTERED PROFESSIONAL ENGINEER
No. 13621
NATHAN LEE BECKNELL

1.0 INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) was retained to conduct a traffic impact analysis (TIA) for a proposed residential development to be located in Fayetteville, Arkansas. The study was requested to determine the effects the proposed development would have on the adjacent street system, to review the available access to the development and to provide recommendations for improvements that may be necessary to accommodate the traffic expected to be generated by the development.

2.0 BACKGROUND

2.1 PROPOSED DEVELOPMENT

The site of the proposed development is located southeast of Goff Farm Road and Dead Horse Mountain Road as shown in **Figure 1**. The proposed development consists of a maximum of 184 Single Family Homes and 42 Townhomes.

Access to the new development, as shown in **Figure 2**, is proposed via both Goff Farm Road and a new residential street, which would connect the neighborhood to the intersection of Goff Farm Road and Dead Horse Mountain Road. Additionally the proposed neighborhood would connect to Dead Horse Mountain Road through a new connection that is currently being constructed to the west of the development. Access is proposed to the City of Fayetteville trail network via Goff Farm Road and Dead Horse Mountain Road on future on-street bicycle facilities.

2.2 EXISTING ROADWAY NETWORK

Dead Horse Mountain road is a two-lane north/south neighborhood link as defined by the City of Fayetteville Master Street Plan. The roadway has a posted speed limit of 45 mph and has an approximate average daily traffic (ADT) of 4,400 vehicles per day (vpd).

The t-intersection of Goff Farm Road and Dead Horse Mountain Road is unsignalized with stop control on the westbound approach. All approaches include a single lane.

FIGURE 1.0 LOCATION MAP

Stonebridge Interior

Fayetteville, Arkansas

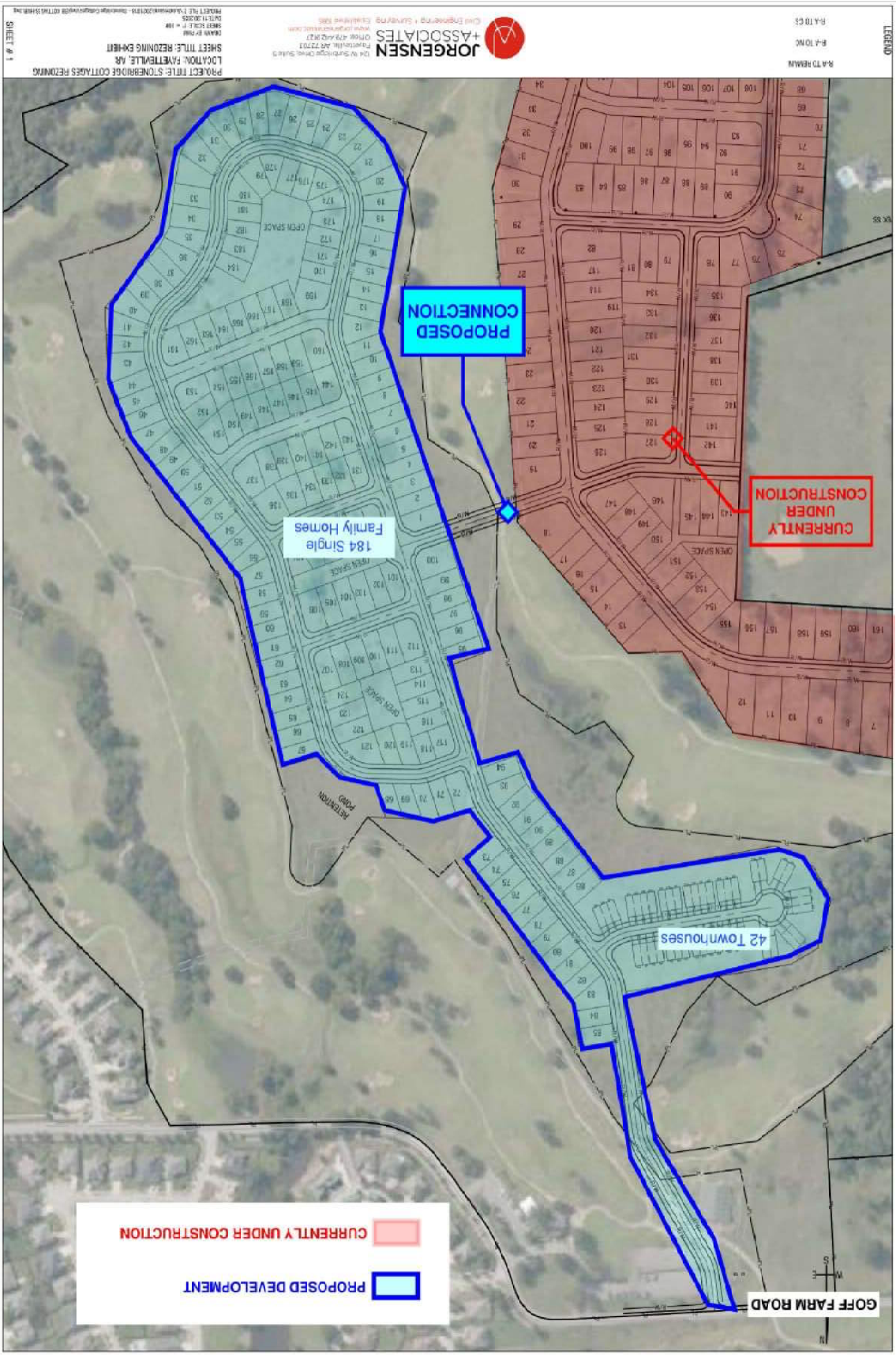


FIGURE 2.0 CONCEPTUAL SITE PLAN

Stonebridge Interior

Fayetteville, Arkansas

3.0 TRAFFIC DATA

3.1 EXISTING TRAFFIC

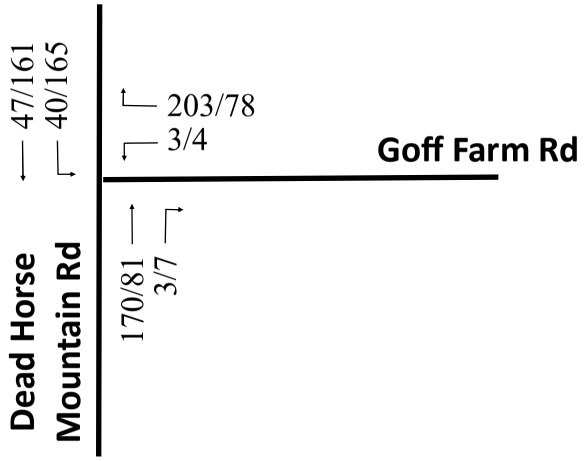
Existing traffic volume data was collected at the study intersection in January 2026 during mild weather and while area schools were in session. Twenty-four hour turning movement volumes were collected at the intersection Goff Farm Road and Dead Horse Mountain Road which were utilized to determine the peak hour turning movement volumes as well as daily bi-directional traffic volumes on each approach. Peak-hour turning movement volumes were collected at the intersections of existing drives opposite the proposed site drives on Leverett Avenue.

Given the traffic characteristics in the area and the anticipated trip generation for the proposed site, the weekday peak periods would represent a “worst-case scenario” with regards to traffic impact on the surrounding roadway network. If traffic operations are acceptable during these weekday peak hours, it can be reasoned that conditions would be acceptable throughout the remainder of the day and week. The 2025 traffic data is summarized in **Figure 3** and detailed printouts of all the traffic count data are included in the appendix.

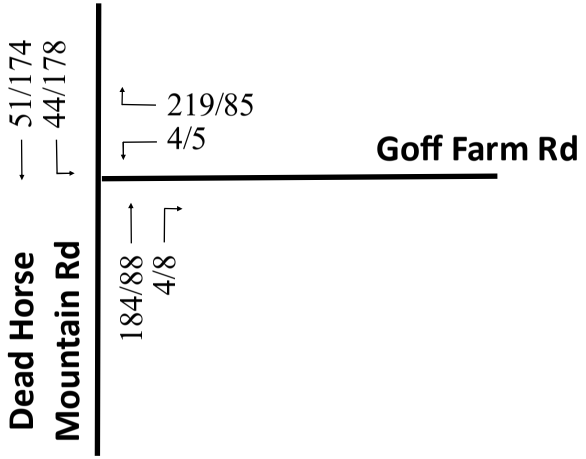
3.2 FUTURE BACKGROUND TRAFFIC

The 2026 existing traffic volumes were utilized to determine the background traffic for 2027. The 2027 year was selected as one year after the future buildout year of the development. Considering the previous ARDOT AADT traffic count volumes along roadways in the study area from 2015 to 2024, the combined AADT values grew at a 7.7% rate. Historical AADT data is summarized in the appendix.

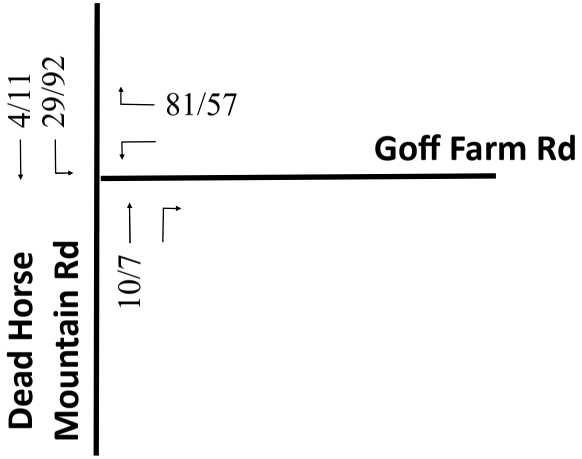
The background traffic was determined for the 2027 future design year by applying an average annual growth rate of 7.7% to the 2026 traffic data. The 2027 future background traffic is summarized in **Figure 3**.



2026 Background Traffic

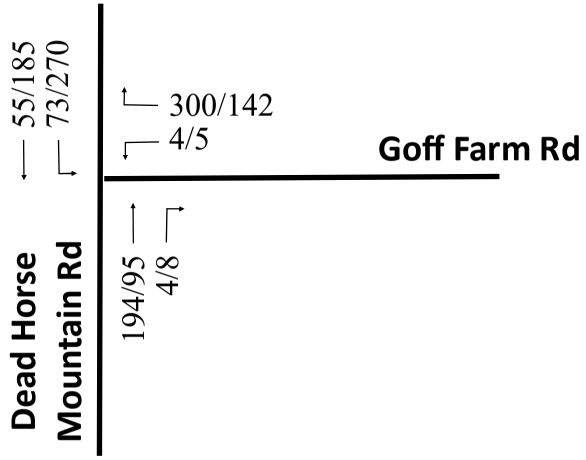


2027 Future Background Traffic



Site Traffic

LEGEND
XX/XX = Weekday A.M. / P.M.



2027 Total Traffic

FIGURE 3. Traffic
Stonebridge Interior
Fayetteville, Arkansas

TEC
A CLEAR DIRECTION

4.0 PROJECTED TRAFFIC

4.1 PROPOSED DEVELOPMENT TRAFFIC

To determine the effects a new development will have on an existing street system, the new or additional traffic must be projected. The latest edition of the *Trip Generation Manual*, published by the Institute of Transportation Engineers, was used to determine the amount of traffic the development is expected to generate. The report is a nationally accepted reference which provides trip rates for determining the traffic expected to be generated by different land use types.

Available information was utilized regarding the anticipated land use to determine the site generated traffic. The *210 Single Family Detached and 215 Single Family Attached* categories were selected to determine the trip generation for the proposed site. The resulting traffic volumes projected to be generated by the proposed site once fully constructed and occupied are indicated in **Table 1**.

TABLE 1

Projected Site Generated Trips

Building Type (Land Use)	ITE Land Use Code	Approximate Gross Floor Area or Other	Average Weekday Vehicle Trips			Average AM Peak Hour Directional Distribution		Average AM Peak Hour Directional Trips (vph)		Average PM Peak Hour Directional Distribution		Average PM Peak Hour Directional Trips (vph)	
			Per Day	Per Peak Hour of Adjacent Street Traffic									
				One Hour Between 7am & 9am	One Hour Between 4pm & 6pm								
			(vpd)	(vph)	(vph)	IN	OUT	IN	OUT	IN	OUT	IN	OUT
Trip Rate*		(Dwelling Units)	9.09	0.70	0.93								
Single-Family	210					27%	73%	35	94	62%	38%	105	64
Detached Housing		184	1750	129	169								
Trip Rate*		(Dwelling Units)	6.61	0.47	0.51								
Single-Family	215					25%	75%	2	7	57%	43%	9	7
Attached Housing		42	278	10	16								
Total			2,028	138	185			37	101			114	71

4.2 DISTRIBUTION OF SITE GENERATED TRAFFIC

The traffic expected to be generated by the proposed development was then distributed among the points of access and surrounding study intersections for the a.m. and p.m. peak hours. The distribution of the site generated traffic was based on available access, anticipated usage of the site, and traffic patterns in the area which were obtained from the traffic data collected for this study. The directional distribution of the site generated traffic entering/exiting the proposed site is expected to be:

- 90% to/from Goff Farm Road
    - 80% to/from Dead Horse Mountain Road north of site
    - 10% to/from Goff Farm Road east of the site
- 10% to/from residential connection west of site
    - 10% to/from Dead Horse Mountain Road north of site

The ingress and egress traffic expected to be generated from the proposed site is summarized in **Figure 3**.

4.3 TOTAL TRAFFIC

The proposed development traffic was then added to the combined background traffic. The future total traffic (background traffic + proposed site traffic) is summarized in **Figure 3**.

5.0 CAPACITY ANALYSIS

5.1 METHODOLOGY

The capacity analyses were conducted using *Synchro 12*, which is a software package for modeling and optimizing traffic signal timings at signalized intersections and analyzing unsignalized intersections in accordance with the methodology of the latest edition of the *Highway Capacity Manual.*

The capacity analysis provides a measure of the amount of traffic that a given facility can accommodate. Traffic facilities generally operate poorly at or near capacity. The analysis is intended to estimate the maximum amount of traffic that can be accommodated by a facility while maintaining prescribed operational qualities. The definition of operational criteria is accomplished using levels-of-service. The concept of levels-of-service is defined as a qualitative measure and describes operational conditions in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety. Six levels-of-service are defined for each type of facility for which analysis procedures are available. They are given letter designations, from "A" to "F", with level-of-service "A" representing the best operating conditions and level-of-service "F" the worst.

The average control delay for signalized intersections is estimated for each lane group and aggregated for each approach and for the intersection as a whole. The level-of-service for this type of traffic control is directly related to the control delay value. The criteria for stop controlled or unsignalized intersections and roundabouts have different threshold values than do those for signalized intersections. The level-of-service criteria are summarized in **Table 2**. The *Highway Capacity Manual* considers an overall intersection level-of-service "D" or better and a critical approach (approach with the lowest level-of-service) level-of-service "E" or better to be acceptable level-of-service.

TABLE 2

LEVEL OF SERVICE CRITERIA

Level of Service	Average Delay (seconds/vehicle)		Traffic Condition
	Unsignalized	Signalized	
A	≤10	≤10	Free Flow
B	> 10 - 15	> 10 - 20	Stable Flow (slight delays)
C	> 15 - 25	> 20 - 35	Stable Flow (acceptable delays)
D	> 25 - 35	> 35 - 55	Approaching Unstable Flow (tolerable delay, occasionally wait through more than one signal cycle before proceeding)
E	> 35 - 50	> 55 - 80	Unstable Flow (intolerable delay)
F	> 50	> 80	Forced Flow (congested and queues fail to clear)

5.2 SCENARIOS

Capacity analyses were conducted for the a.m. and p.m. peak hours at the study intersection. The intersection was analyzed and reviewed under the 2026 existing traffic, 2027 future background traffic, and 2027 total traffic. The results of the capacity analyses conducted are summarized in **Table 3** and the raw data sheets have been included in the appendix.

TABLE 3

Intersection Capacity Analysis Results

Intersection	Type of Traffic Control	AM Peak Hour					PM Peak Hour				
		Critical Approach			Intersection		Critical Approach			Intersection	
		Approach	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS	Approach	Delay (sec/veh)	LOS	Delay (sec/veh)	LOS
2026 Existing Traffic											
Dead Horse Mountain Rd & Goff Farm Rd	TWSC	WB	10.7	B	5.4	A	WB	9.4	A	4.1	A
2027 Background Traffic											
Dead Horse Mountain Rd & Goff Farm Rd	TWSC	WB	11.1	B	5.6	A	WB	9.6	A	4.2	A
2027 Total Traffic											
Dead Horse Mountain Rd & Goff Farm Rd	TWSC	WB	12.3	B	6.8	A	WB	10.1	B	5.2	A

5.2.1 2026 EXISTING TRAFFIC

The analyses conducted under the 2026 existing traffic indicate that the critical approach at the study intersection currently operates at acceptable levels-of-service “B” or better during the a.m. and p.m. peak hours. The study intersection operates at acceptable overall level-of-service “A” during the a.m. and p.m. peak hours.

5.2.2 2027 FUTURE BACKGROUND TRAFFIC

Under the 2027 future background traffic, the critical approach at the study intersection would be expected to continue operating at acceptable levels-of-service “B” or better during the a.m. and p.m. peak hours. The study intersection would be expected to continue operating at acceptable overall levels-of-service “A” during the a.m. and p.m. peak hours.

5.2.3 2027 TOTAL TRAFFIC

Once the proposed site traffic was added to the 2027 future background traffic, the critical approach at the study intersection would be expected to continue operating at acceptable levels-of-service “B” or better during the a.m. and p.m. peak hours. The study intersection is expected to operate at overall acceptable levels-of-service “A” during the peak hours.

6.0 MULTI-MODAL

The pedestrian and bicycle facilities for the site were reviewed. Access is proposed to the City of Fayetteville trail network via Goff Farm Road and Dead Horse Mountain Road on future on-street bicycle facilities. The site improvements will add a sidewalk along the west side of Leverett Avenue. Transit is not currently available near the site.

7.0 CONCLUSIONS

7.1 SUMMARY

TEC was requested to conduct a traffic impact analysis on a proposed residential development in Fayetteville, Arkansas. Existing traffic volume data was collected adjacent to the proposed development. The historical growth rates were evaluated and show an annual growth rate of 7.7%, this was applied to predict future background traffic for 2027. The proposed development traffic was then determined and added to the 2027 future background traffic for conducting the reviews and analyses.

The analyses conducted under the 2026 existing, 2027 future background, and 2027 total traffic indicates that the study intersection currently operates and is expected to continue operating at overall acceptable levels-of-service during the a.m. and p.m. peak hours. The critical approach currently operates and is also expected to continue operating at acceptable levels-of-service during both peak hours.

7.2 RECOMMENDATIONS

Based on the results of the analyses conducted, no traffic control or geometric roadway improvements are necessary as a result of the proposed site for traffic to continue operating at acceptable levels-of-service both now and in the future.

APPENDIX

TRAFFIC DATA

Goff Farm rd. & Mountain rd. - TMC

Wed Jan 14, 2026
Full Length (10:15 AM-10:15 AM (+1))
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1371546, Location: 36.045107, -94.117717

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Ste. 106, Fayetteville, AR, 72701, US

Leg / Direction	East Westbound				South Northbound				North Southbound				
Time	L	R	U	App	T	R	U	App	L	T	U	App	Int
2026-01-14 10:15AM	1	9	0	**10**	13	0	0	**13**	6	8	0	**14**	**37**
10:30AM	1	12	0	**13**	17	1	0	**18**	5	15	0	**20**	**51**
10:45AM	0	15	0	**15**	18	0	0	**18**	9	9	0	**18**	**51**
Hourly Total	2	36	0	**38**	48	1	0	**49**	20	32	0	**52**	**139**
11:00AM	1	21	0	**22**	15	1	0	**16**	13	11	0	**24**	**62**
11:15AM	0	13	0	**13**	14	2	0	**16**	11	18	0	**29**	**58**
11:30AM	0	9	0	**9**	16	1	0	**17**	19	17	0	**36**	**62**
11:45AM	1	22	0	**23**	11	0	0	**11**	13	12	0	**25**	**59**
Hourly Total	2	65	0	**67**	56	4	0	**60**	56	58	0	**114**	**241**
12:00PM	0	11	0	**11**	15	1	0	**16**	17	16	0	**33**	**60**
12:15PM	0	10	0	**10**	14	0	0	**14**	9	13	0	**22**	**46**
12:30PM	1	14	0	**15**	12	1	0	**13**	12	19	0	**31**	**59**
12:45PM	1	14	0	**15**	14	0	1	**15**	11	11	0	**22**	**52**
Hourly Total	2	49	0	**51**	55	2	1	**58**	49	59	0	**108**	**217**
1:00PM	1	15	0	**16**	12	0	0	**12**	15	15	0	**30**	**58**
1:15PM	1	11	0	**12**	22	1	0	**23**	12	21	0	**33**	**68**
1:30PM	1	18	0	**19**	18	0	0	**18**	24	7	0	**31**	**68**
1:45PM	0	10	0	**10**	12	0	0	**12**	13	13	0	**26**	**48**
Hourly Total	3	54	0	**57**	64	1	0	**65**	64	56	0	**120**	**242**
2:00PM	0	20	0	**20**	13	0	0	**13**	9	15	0	**24**	**57**
2:15PM	0	12	0	**12**	14	1	0	**15**	16	15	0	**31**	**58**
2:30PM	0	12	0	**12**	12	0	0	**12**	17	15	0	**32**	**56**
2:45PM	1	16	0	**17**	13	0	0	**13**	17	12	0	**29**	**59**
Hourly Total	1	60	0	**61**	52	1	0	**53**	59	57	0	**116**	**230**
3:00PM	1	11	0	**12**	13	0	0	**13**	21	27	0	**48**	**73**
3:15PM	0	14	0	**14**	11	2	0	**13**	28	30	0	**58**	**85**
3:30PM	2	11	0	**13**	16	1	0	**17**	29	26	0	**55**	**85**
3:45PM	1	14	0	**15**	19	0	0	**19**	25	19	0	**44**	**78**
Hourly Total	4	50	0	**54**	59	3	0	**62**	103	102	0	**205**	**321**
4:00PM	0	14	0	**14**	13	0	0	**13**	11	30	0	**41**	**68**
4:15PM	1	14	0	**15**	11	0	0	**11**	38	24	0	**62**	**88**
4:30PM	1	16	0	**17**	14	1	0	**15**	42	35	0	**77**	**109**
4:45PM	1	12	0	**13**	17	0	0	**17**	40	40	0	**80**	**110**
Hourly Total	3	56	0	**59**	55	1	0	**56**	131	129	0	**260**	**375**
5:00PM	1	29	0	**30**	16	4	0	**20**	52	35	0	**87**	**137**
5:15PM	1	16	0	**17**	24	2	0	**26**	35	38	0	**73**	**116**
5:30PM	1	21	0	**22**	24	1	0	**25**	38	48	0	**86**	**133**
5:45PM	0	13	0	**13**	15	1	0	**16**	35	29	0	**64**	**93**
Hourly Total	3	79	0	**82**	79	8	0	**87**	160	150	0	**310**	**479**
6:00PM	0	18	0	**18**	17	1	0	**18**	22	27	0	**49**	**85**
6:15PM	2	13	0	**15**	10	0	0	**10**	20	22	0	**42**	**67**
6:30PM	1	10	0	**11**	12	0	0	**12**	23	22	0	**45**	**68**
6:45PM	4	7	0	**11**	13	1	0	**14**	14	24	0	**38**	**63**
Hourly Total	7	48	0	**55**	52	2	0	**54**	79	95	0	**174**	**283**
7:00PM	1	7	0	**8**	10	0	0	**10**	9	17	0	**26**	**44**
7:15PM	0	6	0	**6**	9	0	0	**9**	13	12	0	**25**	**40**
7:30PM	0	5	0	**5**	12	0	0	**12**	12	18	0	**30**	**47**
7:45PM	2	1	0	**3**	6	1	0	**7**	9	20	0	**29**	**39**
Hourly Total	3	19	0	**22**	37	1	0	**38**	43	67	0	**110**	**170**
8:00PM	0	3	0	**3**	3	1	0	**4**	12	14	0	**26**	**33**
8:15PM	0	4	0	**4**	2	1	0	**3**	16	20	0	**36**	**43**
8:30PM	0	4	0	**4**	7	0	0	**7**	11	9	0	**20**	**31**
8:45PM	1	3	0	**4**	1	0	0	**1**	7	10	0	**17**	**22**
Hourly Total	1	14	0	**15**	13	2	0	**15**	46	53	0	**99**	**129**

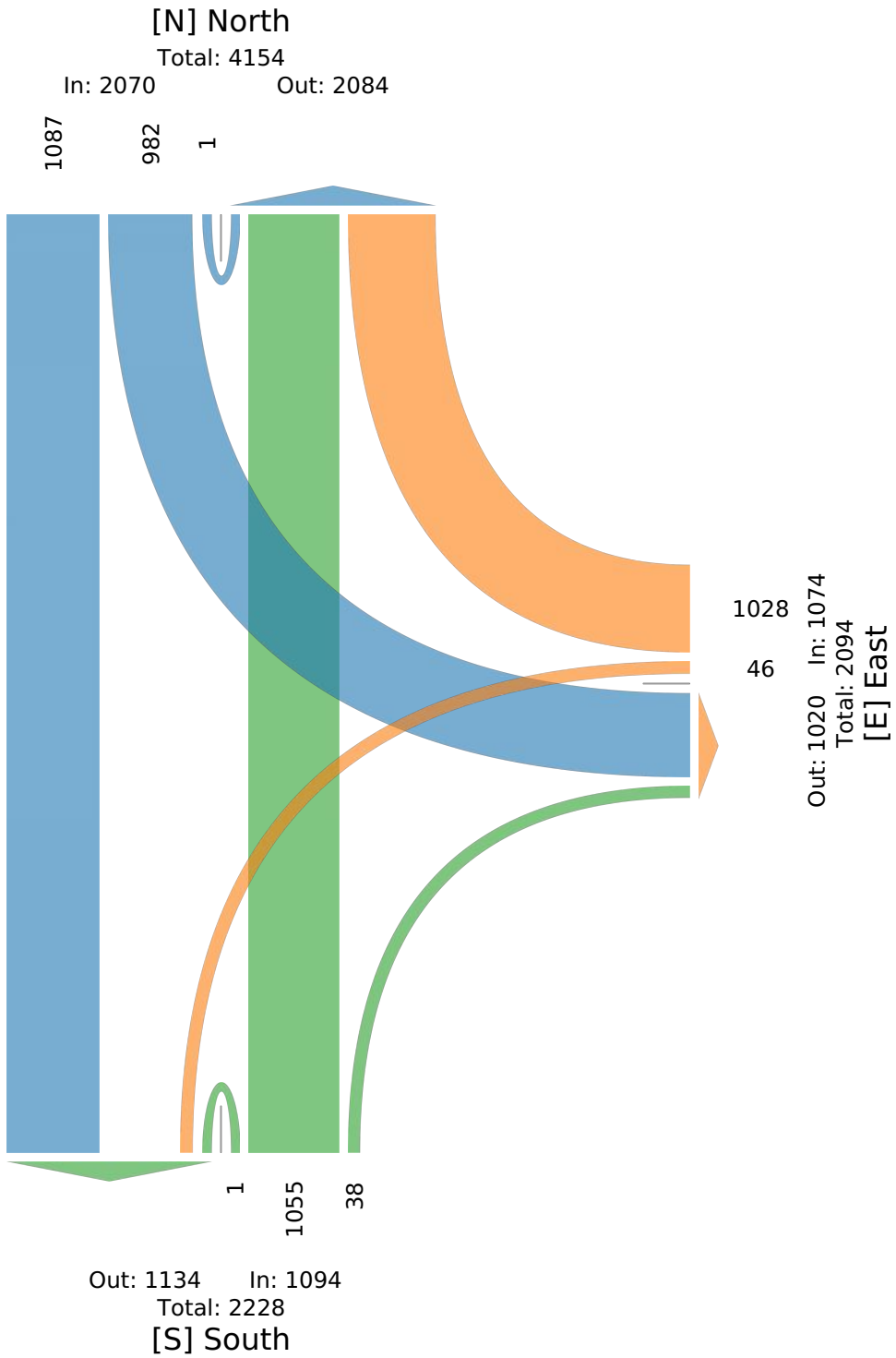
Leg	East				South				North				
Direction	Westbound				Northbound				Southbound				
Time	L	R	U	**App**	T	R	U	**App**	L	T	U	**App**	**Int**
9:00PM	0	1	0	**1**	0	0	0	**0**	4	5	0	**9**	**10**
9:15PM	0	2	0	**2**	3	0	0	**3**	8	6	1	**15**	**20**
9:30PM	0	2	0	**2**	1	0	0	**1**	3	5	0	**8**	**11**
9:45PM	1	0	0	**1**	4	1	0	**5**	5	4	0	**9**	**15**
Hourly Total	1	5	0	**6**	8	1	0	**9**	20	20	1	**41**	**56**
10:00PM	0	0	0	**0**	1	0	0	**1**	13	11	0	**24**	**25**
10:15PM	0	1	0	**1**	4	0	0	**4**	7	5	0	**12**	**17**
10:30PM	0	0	0	**0**	0	0	0	**0**	2	2	0	**4**	**4**
10:45PM	0	3	0	**3**	1	0	0	**1**	8	3	0	**11**	**15**
Hourly Total	0	4	0	**4**	6	0	0	**6**	30	21	0	**51**	**61**
11:00PM	1	1	0	**2**	1	0	0	**1**	6	3	0	**9**	**12**
11:15PM	0	0	0	**0**	0	0	0	**0**	0	2	0	**2**	**2**
11:30PM	0	1	0	**1**	0	1	0	**1**	1	2	0	**3**	**5**
11:45PM	0	0	0	**0**	1	0	0	**1**	0	3	0	**3**	**4**
Hourly Total	1	2	0	**3**	2	1	0	**3**	7	10	0	**17**	**23**
2026-01-15 12:00AM	0	0	0	**0**	0	0	0	**0**	0	1	0	**1**	**1**
12:15AM	0	0	0	**0**	1	0	0	**1**	0	0	0	**0**	**1**
12:30AM	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
12:45AM	0	0	0	**0**	0	0	0	**0**	0	1	0	**1**	**1**
Hourly Total	0	0	0	**0**	1	0	0	**1**	0	2	0	**2**	**3**
1:00AM	0	1	0	**1**	0	0	0	**0**	0	0	0	**0**	**1**
1:15AM	0	0	0	**0**	1	0	0	**1**	0	0	0	**0**	**1**
1:30AM	0	0	0	**0**	1	0	0	**1**	0	0	0	**0**	**1**
1:45AM	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
Hourly Total	0	1	0	**1**	2	0	0	**2**	0	0	0	**0**	**3**
2:00AM	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
2:15AM	1	0	0	**1**	0	0	0	**0**	0	0	0	**0**	**1**
2:30AM	0	1	0	**1**	0	0	0	**0**	0	0	0	**0**	**1**
2:45AM	0	0	0	**0**	1	0	0	**1**	0	0	0	**0**	**1**
Hourly Total	1	1	0	**2**	1	0	0	**1**	0	0	0	**0**	**3**
3:00AM	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
3:15AM	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**
3:30AM	0	2	0	**2**	1	0	0	**1**	0	0	0	**0**	**3**
3:45AM	0	1	0	**1**	0	0	0	**0**	0	0	0	**0**	**1**
Hourly Total	0	3	0	**3**	1	0	0	**1**	0	0	0	**0**	**4**
4:00AM	0	0	0	**0**	1	0	0	**1**	0	0	0	**0**	**1**
4:15AM	1	0	0	**1**	4	0	0	**4**	1	1	0	**2**	**7**
4:30AM	0	2	0	**2**	5	0	0	**5**	0	0	0	**0**	**7**
4:45AM	0	3	0	**3**	5	0	0	**5**	0	0	0	**0**	**8**
Hourly Total	1	5	0	**6**	15	0	0	**15**	1	1	0	**2**	**23**
5:00AM	0	6	0	**6**	2	0	0	**2**	0	0	0	**0**	**8**
5:15AM	0	5	0	**5**	2	0	0	**2**	0	0	0	**0**	**7**
5:30AM	0	3	0	**3**	8	0	0	**8**	1	0	0	**1**	**12**
5:45AM	0	3	0	**3**	7	1	0	**8**	2	2	0	**4**	**15**
Hourly Total	0	17	0	**17**	19	1	0	**20**	3	2	0	**5**	**42**
6:00AM	0	5	0	**5**	10	0	0	**10**	0	1	0	**1**	**16**
6:15AM	1	4	0	**5**	8	1	0	**9**	3	2	0	**5**	**19**
6:30AM	1	29	0	**30**	14	1	0	**15**	4	6	0	**10**	**55**
6:45AM	1	23	0	**24**	28	0	0	**28**	4	16	0	**20**	**72**
Hourly Total	3	61	0	**64**	60	2	0	**62**	11	25	0	**36**	**162**
7:00AM	1	45	0	**46**	48	0	0	**48**	2	11	0	**13**	**107**
7:15AM	1	57	0	**58**	38	1	0	**39**	4	7	0	**11**	**108**
7:30AM	0	57	0	**57**	54	0	0	**54**	6	9	0	**15**	**126**
7:45AM	2	49	0	**51**	44	1	0	**45**	12	12	0	**24**	**120**
Hourly Total	4	208	0	**212**	184	2	0	**186**	24	39	0	**63**	**461**
8:00AM	0	40	0	**40**	34	1	0	**35**	18	19	0	**37**	**112**
8:15AM	1	30	0	**31**	26	1	0	**27**	12	10	0	**22**	**80**
8:30AM	2	35	0	**37**	20	0	0	**20**	8	15	0	**23**	**80**
8:45AM	0	16	0	**16**	11	0	0	**11**	8	5	0	**13**	**40**
Hourly Total	3	121	0	**124**	91	2	0	**93**	46	49	0	**95**	**312**

Leg Direction	East Westbound				South Northbound				North Southbound				
Time	L	R	U	**App**	T	R	U	**App**	L	T	U	**App**	**Int**
9:00AM	0	10	0	**10**	13	0	0	**13**	14	14	0	**28**	**51**
9:15AM	0	13	0	**13**	16	1	0	**17**	3	9	0	**12**	**42**
9:30AM	0	15	0	**15**	24	1	0	**25**	5	11	0	**16**	**56**
9:45AM	0	11	0	**11**	18	0	0	**18**	3	12	0	**15**	**44**
Hourly Total	0	49	0	**49**	71	2	0	**73**	25	46	0	**71**	**193**
10:00AM	1	17	0	**18**	20	1	0	**21**	4	13	0	**17**	**56**
10:15AM	0	4	0	**4**	4	0	0	**4**	1	1	0	**2**	**10**
Hourly Total	1	21	0	**22**	24	1	0	**25**	5	14	0	**19**	**66**
Total	46	1028	0	**1074**	1055	38	1	**1094**	982	1087	1	**2070**	**4238**
% Approach	4.3%	95.7%	0%	**-**	96.4%	3.5%	0.1%	**-**	47.4%	52.5%	0%	**-**	-
% Total	1.1%	24.3%	0%	**25.3%**	24.9%	0.9%	0%	**25.8%**	23.2%	25.6%	0%	**48.8%**	-
Lights	38	1024	0	**1062**	1032	35	1	**1068**	979	1064	1	**2044**	4174
% Lights	82.6%	99.6%	0%	**98.9%**	97.8%	92.1%	100%	**97.6%**	99.7%	97.9%	100%	**98.7%**	98.5%
Articulated Trucks	1	1	0	**2**	2	0	0	**2**	0	2	0	**2**	6
% Articulated Trucks	2.2%	0.1%	0%	**0.2%**	0.2%	0%	0%	**0.2%**	0%	0.2%	0%	**0.1%**	0.1%
Buses and Single-Unit Trucks	7	3	0	**10**	21	3	0	**24**	3	21	0	**24**	58
% Buses and Single-Unit Trucks	15.2%	0.3%	0%	**0.9%**	2.0%	7.9%	0%	**2.2%**	0.3%	1.9%	0%	**1.2%**	1.4%

*L: Left, R: Right, T: Thru, U: U-Turn

Goff Farm rd. & Mountain rd. - TMC
Wed Jan 14, 2026
Full Length (10:15 AM-10:15 AM (+1))
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1371546, Location: 36.045107, -94.117717

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Ste. 106, Fayetteville, AR, 72701, US



Goff Farm rd. & Mountain rd. - TMC

Wed Jan 14, 2026
Midday Peak (Jan 14 2026 12:45PM - 1:45 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1371546, Location: 36.045107, -94.117717

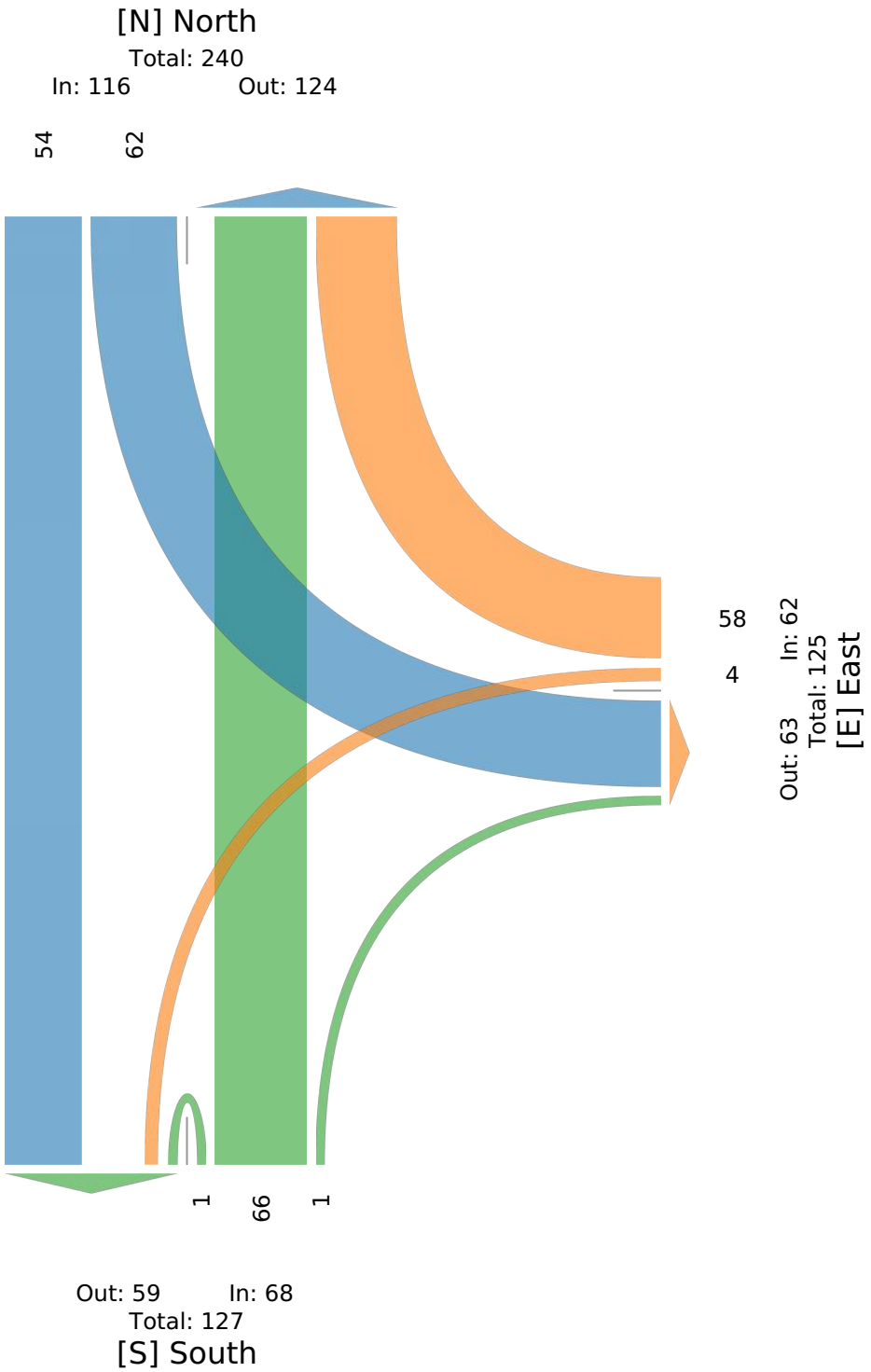
Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Ste. 106, Fayetteville, AR, 72701, US

Leg / Direction	East Westbound				South Northbound				North Southbound				
Time	L	R	U	**App**	T	R	U	**App**	L	T	U	**App**	**Int**
2026-01-14 12:45PM	1	14	0	**15**	14	0	1	**15**	11	11	0	**22**	**52**
1:00PM	1	15	0	**16**	12	0	0	**12**	15	15	0	**30**	**58**
1:15PM	1	11	0	**12**	22	1	0	**23**	12	21	0	**33**	**68**
1:30PM	1	18	0	**19**	18	0	0	**18**	24	7	0	**31**	**68**
Total	4	58	0	**62**	66	1	1	**68**	62	54	0	**116**	**246**
% Approach	6.5%	93.5%	0%	**-**	97.1%	1.5%	1.5%	**-**	53.4%	46.6%	0%	**-**	-
% Total	1.6%	23.6%	0%	**25.2%**	26.8%	0.4%	0.4%	**27.6%**	25.2%	22.0%	0%	**47.2%**	-
PHF	1.000	0.806	-	**0.816**	0.750	0.250	0.250	**0.739**	0.646	0.643	-	**0.879**	0.904
Lights	3	58	0	**61**	61	1	1	**63**	62	50	0	**112**	236
% Lights	75.0%	100%	0%	**98.4%**	92.4%	100%	100%	**92.6%**	100%	92.6%	0%	**96.6%**	95.9%
Articulated Trucks	0	0	0	**0**	0	0	0	**0**	0	1	0	**1**	1
% Articulated Trucks	0%	0%	0%	**0%**	0%	0%	0%	**0%**	0%	1.9%	0%	**0.9%**	0.4%
Buses and Single-Unit Trucks	1	0	0	**1**	5	0	0	**5**	0	3	0	**3**	9
% Buses and Single-Unit Trucks	25.0%	0%	0%	**1.6%**	7.6%	0%	0%	**7.4%**	0%	5.6%	0%	**2.6%**	3.7%

*L: Left, R: Right, T: Thru, U: U-Turn

Goff Farm rd. & Mountain rd. - TMC
Wed Jan 14, 2026
Midday Peak (Jan 14 2026 12:45PM - 1:45 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1371546, Location: 36.045107, -94.117717

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Ste. 106, Fayetteville, AR, 72701, US



Goff Farm rd. & Mountain rd. - TMC

Wed Jan 14, 2026
PM Peak (Jan 14 2026 4:45PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1371546, Location: 36.045107, -94.117717

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Ste. 106, Fayetteville, AR, 72701, US

Leg Direction	East Westbound				South Northbound				North Southbound				
Time	L	R	U	**App**	T	R	U	**App**	L	T	U	**App**	**Int**
2026-01-14 4:45PM	1	12	0	**13**	17	0	0	**17**	40	40	0	**80**	**110**
5:00PM	1	29	0	**30**	16	4	0	**20**	52	35	0	**87**	**137**
5:15PM	1	16	0	**17**	24	2	0	**26**	35	38	0	**73**	**116**
5:30PM	1	21	0	**22**	24	1	0	**25**	38	48	0	**86**	**133**
Total	4	78	0	**82**	81	7	0	**88**	165	161	0	**326**	**496**
% Approach	4.9%	95.1%	0%	**-**	92.0%	8.0%	0%	**-**	50.6%	49.4%	0%	**-**	-
% Total	0.8%	15.7%	0%	**16.5%**	16.3%	1.4%	0%	**17.7%**	33.3%	32.5%	0%	**65.7%**	-
PHF	1.000	0.672	-	**0.683**	0.844	0.438	-	**0.846**	0.793	0.839	-	**0.937**	0.905
Lights	3	78	0	**81**	81	7	0	**88**	164	161	0	**325**	494
% Lights	75.0%	100%	0%	**98.8%**	100%	100%	0%	**100%**	99.4%	100%	0%	**99.7%**	99.6%
Articulated Trucks	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0
% Articulated Trucks	0%	0%	0%	**0%**	0%	0%	0%	**0%**	0%	0%	0%	**0%**	0%
Buses and Single-Unit Trucks	1	0	0	**1**	0	0	0	**0**	1	0	0	**1**	2
% Buses and Single-Unit Trucks	25.0%	0%	0%	**1.2%**	0%	0%	0%	**0%**	0.6%	0%	0%	**0.3%**	0.4%

*L: Left, R: Right, T: Thru, U: U-Turn

Goff Farm rd. & Mountain rd. - TMC
Wed Jan 14, 2026
PM Peak (Jan 14 2026 4:45PM - 5:45 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1371546, Location: 36.045107, -94.117717

Provided by: Traffic Engineering Consultants, Inc.
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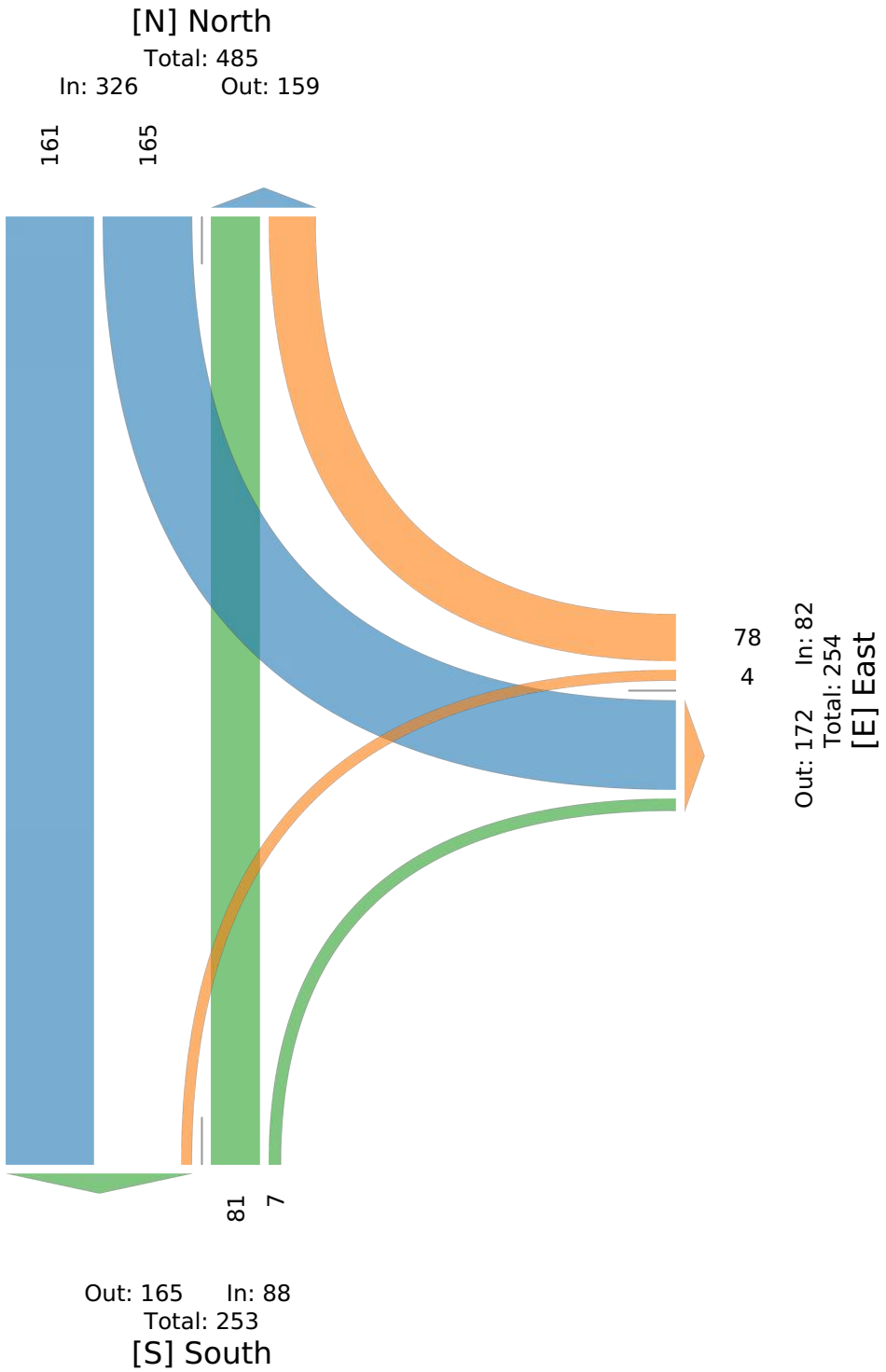

Goff Farm rd. & Mountain rd. - TMC

Thu Jan 15, 2026
AM Peak (Jan 15 2026 7:15AM - 8:15 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1371546, Location: 36.045107, -94.117717

Provided by: Traffic Engineering Consultants, Inc.
217 E. Dickson St., Ste. 106, Fayetteville, AR, 72701, US

Leg / Direction	East Westbound				South Northbound				North Southbound				
Time	L	R	U	**App**	T	R	U	**App**	L	T	U	**App**	**Int**
2026-01-15 7:15AM	1	57	0	**58**	38	1	0	**39**	4	7	0	**11**	**108**
7:30AM	0	57	0	**57**	54	0	0	**54**	6	9	0	**15**	**126**
7:45AM	2	49	0	**51**	44	1	0	**45**	12	12	0	**24**	**120**
8:00AM	0	40	0	**40**	34	1	0	**35**	18	19	0	**37**	**112**
Total	3	203	0	**206**	170	3	0	**173**	40	47	0	**87**	**466**
% Approach	1.5%	98.5%	0%	**-**	98.3%	1.7%	0%	**-**	46.0%	54.0%	0%	**-**	-
% Total	0.6%	43.6%	0%	**44.2%**	36.5%	0.6%	0%	**37.1%**	8.6%	10.1%	0%	**18.7%**	-
PHF	0.375	0.890	-	**0.888**	0.787	0.750	-	**0.801**	0.556	0.618	-	**0.588**	0.925
Lights	2	203	0	**205**	170	3	0	**173**	38	47	0	**85**	463
% Lights	66.7%	100%	0%	**99.5%**	100%	100%	0%	**100%**	95.0%	100%	0%	**97.7%**	99.4%
Articulated Trucks	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0
% Articulated Trucks	0%	0%	0%	**0%**	0%	0%	0%	**0%**	0%	0%	0%	**0%**	0%
Buses and Single-Unit Trucks	1	0	0	**1**	0	0	0	**0**	2	0	0	**2**	3
% Buses and Single-Unit Trucks	33.3%	0%	0%	**0.5%**	0%	0%	0%	**0%**	5.0%	0%	0%	**2.3%**	0.6%

*L: Left, R: Right, T: Thru, U: U-Turn

Goff Farm rd. & Mountain rd. - TMC
Thu Jan 15, 2026
AM Peak (Jan 15 2026 7:15AM - 8:15 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 1371546, Location: 36.045107, -94.117717

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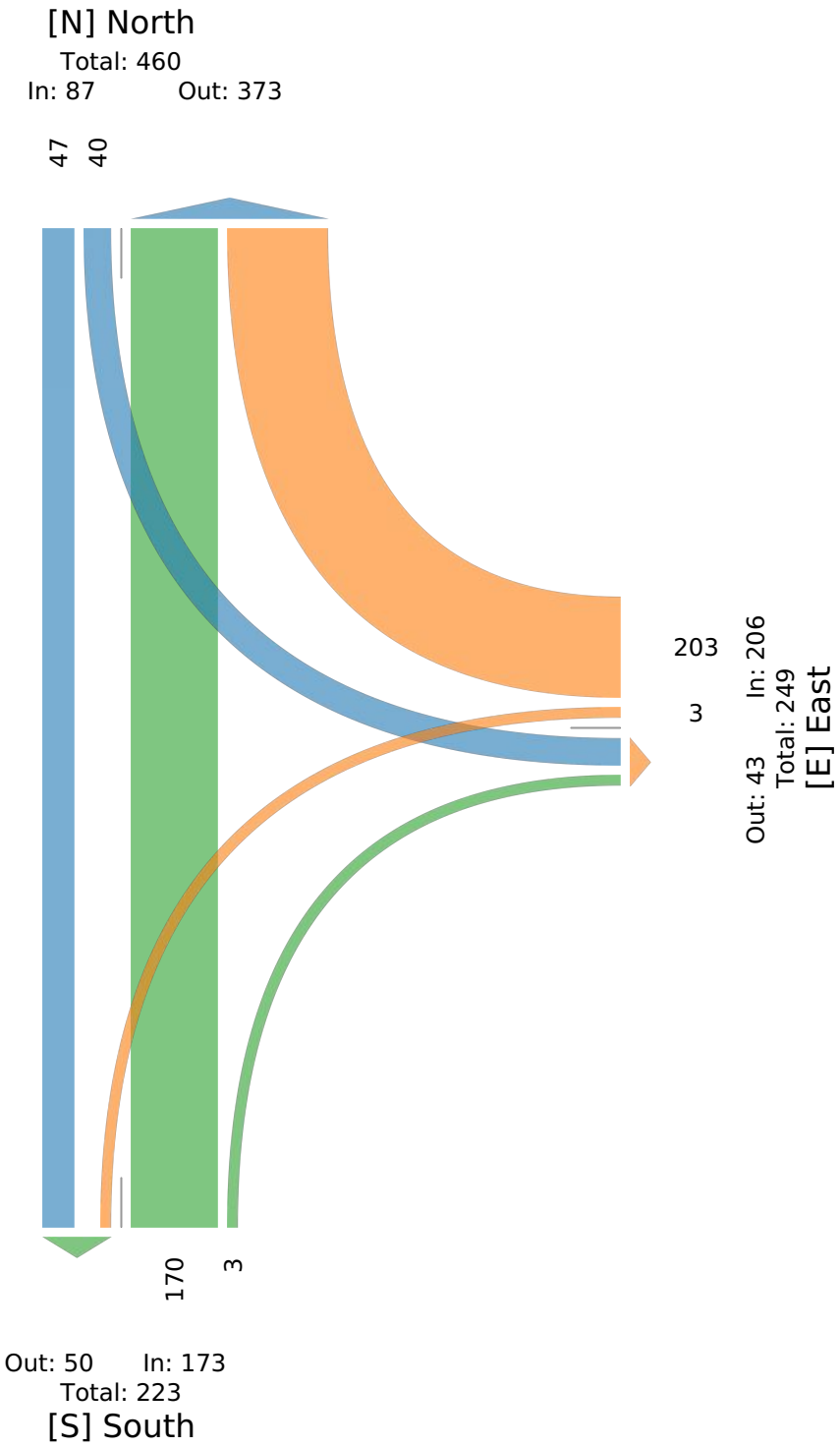


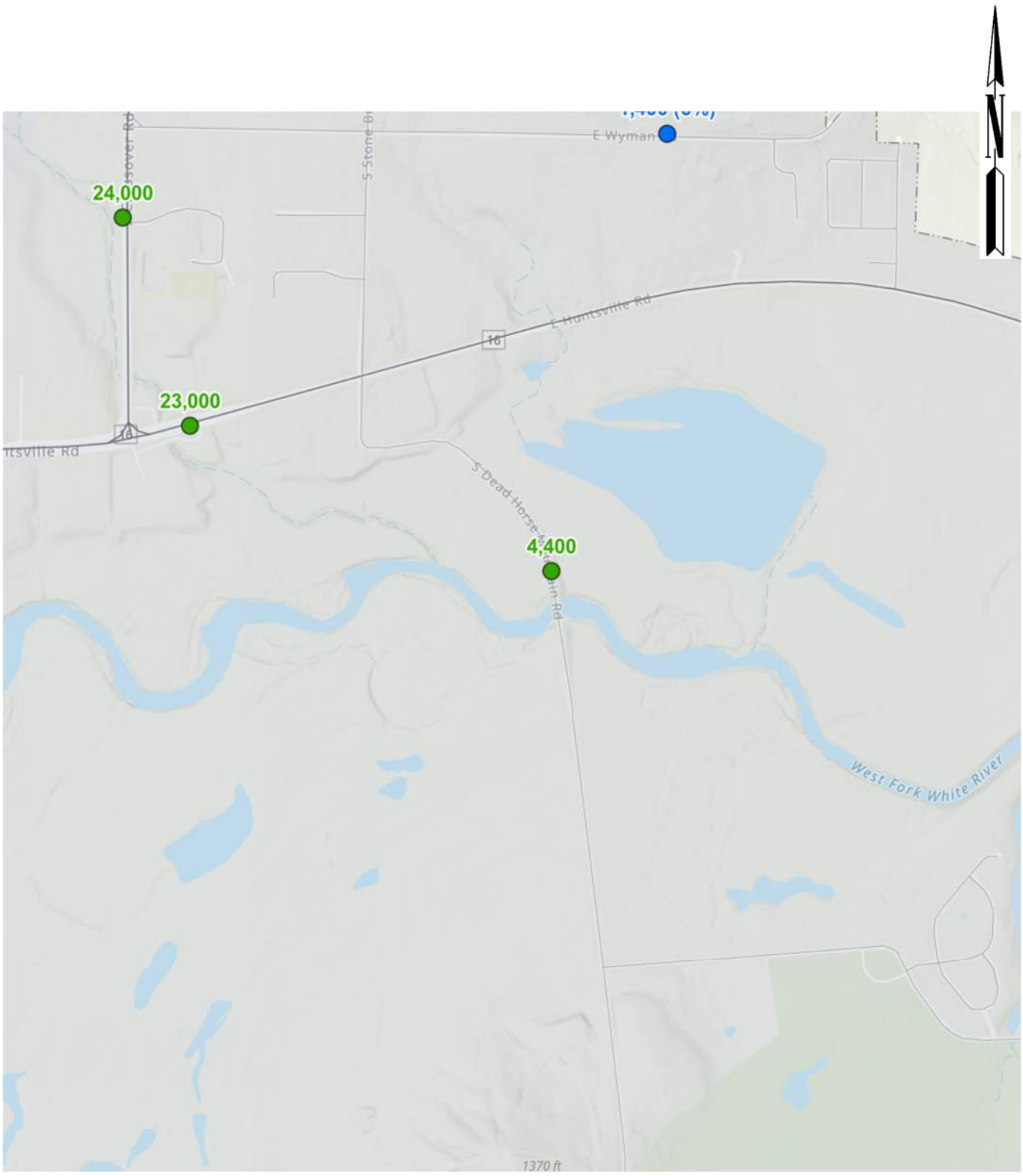
HISTORICAL AADT

AADT TABLE

HISTORICAL TRAFFIC GROWTH RATES

Dead Horse Mountain Road

year	AADT	Growth % to 2024	Growth % to next year
1988	1030	9.09%	-33.98%
1989	680	15.63%	-51.47%
1990	330	36.27%	0.00%
1991	330	37.37%	13.64%
1992	375	33.54%	0.00%
1993	375	34.62%	12.00%
1994	420	31.59%	11.90%
1995	470	28.83%	-10.64%
1996	420	33.84%	19.05%
1997	500	28.89%	16.00%
1998	580	25.33%	27.59%
1999	740	19.78%	8.11%
2000	800	18.75%	-7.50%
2001	740	21.50%	8.11%
2002	800	20.45%	-15.00%
2003	680	26.05%	17.65%
2004	800	22.50%	50.00%
2005	1200	14.04%	50.00%
2006	1800	8.02%	-16.67%
2007	1500	11.37%	6.67%
2008	1600	10.94%	-3.13%
2009	1550	12.26%	-3.23%
2010	1500	13.81%	-13.33%
2011	1300	18.34%	15.38%
2012	1500	16.11%	0.00%
2013	1500	17.58%	20.00%
2014	1800	14.44%	44.44%
2015	2600	7.69%	3.85%
2016	2700	7.87%	11.11%
2017	3000	6.67%	3.33%
2018	3100	6.99%	9.68%
2019	3400	5.88%	5.88%
2020	3600	5.56%	16.67%
2021	4200	1.59%	2.38%
2022	4300	1.16%	2.33%
2023	4400	0.00%	0.00%
2024	4400		



Historical ADT— Dead Horse Mountain Rd

Fayetteville, Arkansas

SYNCHRO ANALYSIS

Intersection	
Int Delay, s/veh	5.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	3	203	170	3	40	47
Future Vol, veh/h	3	203	170	3	40	47
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	3	221	185	3	43	51

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	324	186	0	0	188	0
Stage 1	186	-	-	-	-	-
Stage 2	138	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	669	856	-	-	1386	-
Stage 1	845	-	-	-	-	-
Stage 2	889	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	648	856	-	-	1386	-
Mov Cap-2 Maneuver	648	-	-	-	-	-
Stage 1	845	-	-	-	-	-
Stage 2	860	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	10.73	0	3.53
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	852	828	-
HCM Lane V/C Ratio	-	-	0.263	0.031	-
HCM Ctrl Dly (s/v)	-	-	10.7	7.7	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	1.1	0.1	-

Intersection	
Int Delay, s/veh	4.1

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	78	81	7	165	161
Future Vol, veh/h	4	78	81	7	165	161
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	85	88	8	179	175

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	626	92	0	0	96	0
Stage 1	92	-	-	-	-	-
Stage 2	534	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	448	966	-	-	1498	-
Stage 1	932	-	-	-	-	-
Stage 2	588	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	389	966	-	-	1498	-
Mov Cap-2 Maneuver	389	-	-	-	-	-
Stage 1	932	-	-	-	-	-
Stage 2	510	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	9.44	0	3.91
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	900	911	-
HCM Lane V/C Ratio	-	-	0.099	0.12	-
HCM Ctrl Dly (s/v)	-	-	9.4	7.7	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.3	0.4	-

Intersection	
Int Delay, s/veh	5.6

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	219	184	4	44	51
Future Vol, veh/h	4	219	184	4	44	51
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	238	200	4	48	55

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	353	202	0	0	204	0
Stage 1	202	-	-	-	-	-
Stage 2	151	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	644	839	-	-	1367	-
Stage 1	832	-	-	-	-	-
Stage 2	877	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	621	839	-	-	1367	-
Mov Cap-2 Maneuver	621	-	-	-	-	-
Stage 1	832	-	-	-	-	-
Stage 2	845	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	11.08	0	3.58
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	833	834	-
HCM Lane V/C Ratio	-	-	0.291	0.035	-
HCM Ctrl Dly (s/v)	-	-	11.1	7.7	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	1.2	0.1	-

Intersection	
Int Delay, s/veh	4.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	85	88	8	178	174
Future Vol, veh/h	5	85	88	8	178	174
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	92	96	9	193	189

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	676	100	0	0	104	0
Stage 1	100	-	-	-	-	-
Stage 2	576	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	419	956	-	-	1487	-
Stage 1	924	-	-	-	-	-
Stage 2	562	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	358	956	-	-	1487	-
Mov Cap-2 Maneuver	358	-	-	-	-	-
Stage 1	924	-	-	-	-	-
Stage 2	480	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	9.63	0	3.94
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	874	910	-
HCM Lane V/C Ratio	-	-	0.112	0.13	-
HCM Ctrl Dly (s/v)	-	-	9.6	7.8	0
HCM Lane LOS	-	-	A	A	A
HCM 95th %tile Q(veh)	-	-	0.4	0.4	-

Intersection	
Int Delay, s/veh	6.8

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	4	300	194	4	73	55
Future Vol, veh/h	4	300	194	4	73	55
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	4	326	211	4	79	60

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	432	213	0	0	215	0
Stage 1	213	-	-	-	-	-
Stage 2	218	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	581	827	-	-	1355	-
Stage 1	822	-	-	-	-	-
Stage 2	818	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	546	827	-	-	1355	-
Mov Cap-2 Maneuver	546	-	-	-	-	-
Stage 1	822	-	-	-	-	-
Stage 2	768	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	12.3	0	4.46
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	821	1027	-
HCM Lane V/C Ratio	-	-	0.402	0.059	-
HCM Ctrl Dly (s/v)	-	-	12.3	7.8	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	2	0.2	-

Intersection	
Int Delay, s/veh	5.2

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	142	95	8	270	185
Future Vol, veh/h	5	142	95	8	270	185
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	154	103	9	293	201

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	896	108	0	0	112	0
Stage 1	108	-	-	-	-	-
Stage 2	788	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	311	946	-	-	1478	-
Stage 1	917	-	-	-	-	-
Stage 2	448	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	241	946	-	-	1478	-
Mov Cap-2 Maneuver	241	-	-	-	-	-
Stage 1	917	-	-	-	-	-
Stage 2	348	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	10.13	0	4.77
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	861	1068	-
HCM Lane V/C Ratio	-	-	0.186	0.199	-
HCM Ctrl Dly (s/v)	-	-	10.1	8	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	0.7	0.7	-

CITY OF
FAYETTEVILLE
ARKANSAS

STAFF MEMO

TO: Jessie Masters, Planning Director

FROM: Justin Bland, City Engineer

DATE: February 5, 2026

SUBJECT: **Planning Commission Engineering Comments for RZN-2025-0069**

City engineering staff has reviewed the traffic impact analysis for this rezoning and is generally supportive of the request. Despite a couple of typos that reference Leverett Street, the report is sound and consistent with the city's engineering standards. The site is somewhat unique due to its relatively rural location with a limited number of street connections. In addition, the traffic volumes along Dead Horse Mountain Rd. are low. Projecting future traffic totals along this roadway is very complicated because it will be highly dependent upon development. However, the analysis does show that, with the projected background traffic and the new site traffic added, the intersection of Dead Horse Mountain Rd. and Goff Farm Rd. will operate at a Level of Service of "A". This is above the city's minimum requirement of a "D". In addition, there is an eastern route that residents can take to Huntsville Rd. as well. Based on this, engineering staff is supportive of the request.

Engineering staff does note that this area does lack overall connectivity due to the West Fork of the White River. As future development occurs, there will likely be a point where this lack of connectivity is problematic with so much reliance on Dead Horse Mountain Rd. However, staff does not think that this development crosses that line.

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Jessica Masters, Planning Director

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: January 12, 2026

SUBJECT: **Long Range Planning Comments Regarding RZN-2025-0069**

BACKGROUND:
The applicant requests to rezone approximately 42.28 acres from R-A to CS, Community Services and NC, Neighborhood Conservation. The applicant indicates the intent is to develop the site with single-family housing with townhomes on the CS portion of the site. One long range planning document is relevant when evaluating this request: *City Plan 2040*.

City Plan 2040 (2020):
City Plan 2040 includes several relevant plan goals and objectives:

- Goal 1 – We will make appropriate infill and revitalization our highest priority.
- Goal 2 – We will discourage suburban sprawl.
- Goal 3 – We will make compact, complete, and connected development the standard.
- Goal 6 – We will create opportunities for attainable housing.

On its adoption in early 2020, *City Plan 2040* carried forward goals from prior comprehensive plans and organized them into six primary goals. The goals were meant to focus the City's efforts on appropriate infill that furthers a variety of transportation options, supports the creation of attainable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

DISCUSSION:
City Plan 2040 and Future Land Use Plan:
This area is designated as a Residential Neighborhood area, which are "primarily residential in nature and support a wide variety of housing types of appropriate scale and context."[1] The request aligns with this designation by increasing the variety of housing types permitted from single-family on large lots to include smaller lots and opportunities for attached housing types in the CS portion. The CS district would also allow the incorporation of some non-residential uses, which could serve the surrounding neighborhood and visitors to the golf course creating a more complete neighborhood in southeast Fayetteville. The Master Street Plan outlines a planned street extending Goff Farm Road to the west, which would increase the viability of that intersection for nearby commercial uses. The proposal aligns with Goals 1, 2, 3, and 6 of City Plan 2040 by creating additional flexibility for diverse housing choices in an area that is already supported by infrastructure.
Property History:
This area was annexed into the city in 1997 (Ord. No. 4019) and zoned R-A, a designation the Stonebridge Golf Course has maintained since that time.

[1] City Plan 2040, 128.

RZN-2025-0069
Public Comment

From: John Sajdak <john@whisker-tales.com>
Sent: Thursday, January 8, 2026 3:48 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Opposition to Stonebridge / Goff Farm Rezoning Proposal

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 Director Masters,

My name is John Sajdak, and I am a homeowner in the Stonebridge neighborhood. I live at **1652 S. Monarch Avenue**, directly adjacent to the area proposed for rezoning. I am writing to express my opposition to the current rezoning and townhouse/"cheap housing" proposal affecting the Stonebridge Meadows / Goff Farm Road / Dead Horse Mountain corridor.

This is not the first time this land has been targeted for up-zoning and redevelopment. As the city's own records and reporting have shown, multiple versions of this project have been denied or abandoned over the last decade. That includes the expiration of the Villas at Stonebridge PZD, the reinstatement of lower-intensity zoning with a Bill of Assurance capping density, the failed preliminary plat for Meadows at Stonebridge, and the 2023 denial of the large Riverwood rezoning request after staff recommended denial. The underlying concerns from each of those cases still apply today.

My opposition is based on several substantive issues:

1. Conflict with City Plan 2040 and sprawl concerns
This proposal pushes dense development to the far edge of Fayetteville, requiring new infrastructure, new roads, and more vehicular traffic. It is the exact opposite of the City Plan 2040 strategy, which puts priority on infill, walkability, and responsible use of taxpayer investments.

2. Insufficient infrastructure capacity
Goff Farm Road and Dead Horse Mountain Road were not designed for the volume that this project would generate. Drainage and runoff are longtime concerns in the area. Any major upgrades to handle new density would likely fall on the city's budget, not just the developer's.

3. Loss of critical open space and recreation
The land in question includes the Stonebridge Meadows Golf Club, which—whether or not one personally uses it—functions as a major green space, stormwater buffer, and habitat corridor. Once it is covered in streets and rooftops, it is permanently gone.

4. Undermining zoning commitments and neighborhood trust
Residents in Stonebridge and the surrounding neighborhoods purchased homes based on the existing low-density zoning and the Bill of Assurance limiting development intensity. Repeated

attempts to rezone the same land every few years forces residents to continually defend decisions the city has already made and erodes confidence in our long-range planning process.

5. Limited benefit to actual housing affordability
While Fayetteville does need more housing options, proposals like this tend to produce products in the $250,000–$500,000+ range—housing types that do not meaningfully address affordability for working families. There are far more cost-effective and location-appropriate ways to add housing supply through missing-middle infill closer to schools, services, and transit.

For these reasons, I respectfully request that Planning staff recommend **denial** of the current rezoning request, and that both the Planning Commission and City Council uphold the existing zoning and Bill of Assurance for this property.

Please include this email in the public record for the upcoming hearing. I would also appreciate updates on any revisions, neighborhood meetings, or future submissions involving this property.

Thank you for your time and for your service to the city.

Sincerely,

"Different dreams. Same sky." - Goodnight Lucia/Goodnight Frankie

John Sajdak
Children's Book Author | *Whisker Tales Publishing*
www.whisker-tales.com
Follow us on Facebook
@whiskertalesbook

From: Melissa Bissonnette <melissa.l.karel@gmail.com>
Sent: Thursday, January 8, 2026 4:21 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Public hearing rezoning on Goff Rd

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Jessy Masters,

I am not sure if this will help or not, but my name is Melissa Bissonnette and I live in the Hamptons close to stonebridge. I have seen the signs and read about the rezone of this area for some townhomes. i saw in the letter it says we are for this, but let me be very clear NOT ONE person I have talked to is for these townhomes. we take pride in our neborhood and try to keep it clean and increase our property values. to me and many people we see these homes making our

beautiful area well not so beautiful and honestly I am nervous this will hurt my home value. we are already too populated and the roads can't handle what traffic is now, throwing up some townhomes in a tight spot adding as many as they can fit for more profit will make matters worse. what we need to focus on is the roads and water mains that can support the load it has today! this is not the right move for this area!!

thank you

Melissa Bissonnette

From: Stan Prachniak <prachniak.stan@yahoo.com>
Sent: Monday, January 12, 2026 4:41 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RZN-2025-0069 S. Dead Horse Mountain Rd. & E. Goff Farm Rd./Stonebridge Meadows Golf Course, 606, 607, 646, & 685

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.

To the City of Fayetteville Planning Commission,

I am submitting this written comment in opposition to the proposed rezoning **(RZN-2025-0069)** of the property at ***S. Dead Horse Mountain Rd. & E. Goff Farm Rd./Stonebridge Meadows Golf Course, 606, 607, 646, & 685*** from **CS (Community Services)** to **UN (Urban Neighborhood)** and **NC (Neighborhood Conservation)**, as proposed/tabled by **Ms. Jessica Masters**.

While I appreciate the analysis and efforts of the staff, I believe this rezoning request is inconsistent with the intent and guiding principles of City Plan 2040, particularly those related to neighborhood compatibility, appropriate land-use transitions, and conservation of established residential areas.

City Plan 2040 emphasizes that ***new development should be compatible with surrounding neighborhoods and scaled appropriately to its context*.** The plan's goals related to Neighborhoods and Housing and Infill Development call for residential growth that respects existing development patterns and ***avoids abrupt increases in density or intensity***. Based on the *Infill Assessment Maps* in the City Plan 2040 (Figure 2.12) this area's infill suitability is very low on the scale, and figure 3.5 shows this area as part of the *Enduring Green Network*. I do not believe that this proposed development aligns with the idea of "encouraging appropriate infill," as described in the City Plan 2040.

The **UN – Urban Neighborhood** designation will allow for a development intensity that exceeds what is currently present or planned for this area, and does not represent a gradual or compatible transition from surrounding single-family residential uses. This area of the city is regularly placed on

water restrictions, which is an indication that the proper infrastructure to support additional development, especially multi-unit or townhouses, is not in place.

City Plan 2040 also stresses the importance of land-use transitions, noting that higher-intensity residential zoning should be carefully buffered and stepped down when adjacent to lower-density neighborhoods. Rezoning this property directly to UN, even when paired with NC, creates a sharp increase in allowable density rather than an intentional transition envisioned by the plan.

My understanding is that the **Neighborhood Conservation (NC)** designation is intended to preserve and reinforce the existing character of established neighborhoods. However, applying NC in combination with UN zoning does not achieve that objective when the underlying zoning allows townhouse or multi-unit development that ***differs significantly in scale, massing, traffic generation, and intensity from nearby homes.*** City Plan 2040 identifies neighborhood conservation as a tool for protection—not as a mechanism to justify incompatible infill.

Additionally, City Plan 2040 states that rezoning requests should be based on changed conditions, planning errors, or clear public benefit, not solely to accommodate a specific development proposal. Have conditions in this area changed to such an extent that a rezoning of this magnitude is warranted? The existing zoning framework already reflects the city's adopted long-range vision for this area.

There are also practical concerns that arise from the rezoning proposal that do not align with City Plan 2040's Transportation and Infrastructure goals. Increased residential density will place additional strain on local streets designed for low-density traffic. ***Increased impervious surface area also raises stormwater and drainage concerns***, which City Plan 2040 specifically identifies as critical issues in established neighborhoods. On many occasions Dead Horse Mountain Rd. has been impassible due to flooding during and after strong storms, and I can only imagine that new development will only exacerbate this issue.

Finally, approving this rezoning would establish a precedent that could encourage similar requests on nearby parcels, leading to incremental changes that erode neighborhood protections, affect the *Enduring Green Network*, displace wildlife, and undermine the integrity of the City Plan 2040 Growth Concept Map.

For these reasons, I respectfully request that the Planning Commission **deny the proposed rezoning** and honor the ideology of City Plan 2040 by maintaining compatible land uses and appropriate transitions within established neighborhoods.

Thank you for your consideration, and for your service to the City of Fayetteville.

Respectfully submitted,
Stanley Prachniak
3946 E Spyglass Hill Dr.

RZN-2025-0069
Public Comment

From: M'laine <mlaine.tyree@gmail.com>
Sent: Monday, January 12, 2026 11:23 AM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Stonebridge addition

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.

As a resident of the Stonebridge neighborhood I am horrified to think the city would consider a large development in this area. I am a long time resident of northwest Arkansas. I moved to Fayetteville two years ago after spending considerable time looking at neighborhoods. I picked Stonebridge for the golf course green space and consistent single family homes. These are some of the potential problems with adding more housing to this neighborhood.

1. Townhouses/ row homes/ apartments are not consistent with the houses already built in the neighborhood.

2. For several years the city has asked the residence of our neighborhood not to water yards because of a lack of water, this problem is totally being ignored.

3. There will be a potential run off and possibly flooding that may be caused by all the building.

4, Dead Horse Mountain road can not handle the traffic that has already been caused by the additions that have been built.

Please don't allow our neighborhood to be ruined.

--

M'laine

479-263-0189

From: pmmcavanaugh <pmmcavanaugh@cox.net>
Sent: Sunday, January 11, 2026 9:01 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: FW: RZN-2025-0069 (S. DEAD HORSE MOUNTAIN RD & E. GOFF FARM RD)

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Sent from my Verizon, Samsung Galaxy smartphone

-------- Original message --------

RZN-2025-0069
Public Comment

From: Patricia Cavanaugh <pmmcavanaugh@cox.net>

Date: 1/11/26 7:06 PM (GMT-06:00)

To: jmasters@fayetteville.ar.gov

Cc: bob.stafford@fayetteville-ar.gov, dandre.jones@fayetteville-ar.gov

Subject: RZN-2025-0069 (S. DEAD HORSE MOUNTAIN RD & E. GOFF FARM RD)

I'm unable to attend the public hearing on Monday but wanted to express my concerns with the proposed rezoning at Dead Horse Mountain Rd & Goff Farm Rd.

If I'm not mistaken, this is the same or very similar to the request that was considered a few years ago. At that time, it was not approved and should still not be approved without addressing the issues and concerns raised previously.

Insufficient infrastructure is my main concern.

1. The water and sewer capacity is already not sufficient to serve the existing low-density homes in the area. There continues to be additional development putting too much strain on this inadequate infrastructure.

2. Goff Farm Road is basically an unimproved one lane road from Dead Horse Mountain Rd to the one lane bridge just past the Stonebridge Meadows Golf Clubhouse. The traffic on this road is already beyond what it can handle and it is in need of significant improvements without any additional development. Dead Horse Mountain Rd is also inadequate for the traffic it already handles and has severe drainage issue that causes it to be unusable during heavy rains.

3. Drainage and runoff issues are longtime concerns in the area. Any new development, especially high-density development, creates even more concern. My home is along the pond at Crescent Lake so I am very concerned how additional runoff would impact the storm water levels on my property.

Unless all these concerns can be addressed prior to any additional develop, I would request that the city deny this request and focus on improvements needed for existing citizens.

Thank you,

Patty Cavanaugh

1468 S Coopers Cv

Fayetteville, AR

From: Sarah Jewell <sarahcjewell@gmail.com>
Sent: Friday, January 9, 2026 9:46 AM

RZN-2025-0069
Public Comment

To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Rezoning efforts near Stonebridge Golf Course

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.

Jessy--

I am a homeowner and nearly 10-year resident of Crescent Lake, the small neighborhood directly across from the Stonebridge Golf Course clubhouse. I am also a local attorney in private practice, as is my husband.

I am strongly opposed to the rezoning efforts on/near the golf course. The primary issue is that Dead Horse Mountain Road and Goff Farm Road simply cannot handle the increased traffic of having hundreds of new residents. Dead Horse Mountain Road floods every time it rains for more than 1-2 days, completely covering the road, which necessitates local resident traffic to go out a small entrance out the back of the Stonebridge out to Huntsville Road. Dead Horse Mountain Road also has no shoulders and is already hazardous to bikers and walkers. It's incredibly frustrating the city continues, every few years, to reconsider rezoning efforts but the city fails to address the issue with the roads that are overburdened already with other new builds in this area constantly underway.

A secondary issue is the type of housing planned for the golf course. While I understand that Fayetteville is in need of more affordable housing, putting townhouses and affordable housing on a nice public golf course is not the solution and is certain to devalue properties among other issues.

Feel free to contact me with questions. My cell # is (903) 767-1079.

Thank you,

Sarah

--

Sarah C. Jewell, M.A., J.D.

From: Shayla Swanson <dr.shayla.swanson@gmail.com>
Sent: Thursday, January 8, 2026 7:54 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Concerns About Proposed Rezoning Near Stonebridge Meadows Golf Course

RZN-2025-0069
Public Comment

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.

Hello,

I'm writing on behalf of neighbors in the area surrounding Stonebridge Meadows Golf Club to express our strong opposition to any rezoning proposals that would increase density for new housing, townhomes, or similar development in our community.

Our neighborhood already faces significant infrastructure limitations. The current water system and service capacity are strained, as even Fayetteville Utilities has previously requested residents reduce water usage due to high demand. We are concerned that adding additional housing units will exacerbate these existing challenges and put undue pressure on a system that struggles to support the population already living here.

Furthermore, previous city planning discussions in this region have acknowledged that existing infrastructure cannot support substantial increased density without significant investment and upgrades.

We respectfully ask that rezoning not be approved until such time as these issues – particularly water supply, sewer capacity, storm drainage, and road infrastructure – are fully studied and improved to ensure our area's sustainability.

Thank you for your time and consideration. We hope Fayetteville will prioritize infrastructure readiness before permitting additional high-density development.

Sincerely,

Shayla Oldham

Hamptons I resident

From: chelsea <cjstanton6@gmail.com>
Sent: Thursday, January 8, 2026 4:29 PM
To: Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: Housing around Stonebridge Golf Course

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Hello Jessy,

I am a resident of the Stonebridge neighborhood. I have been made aware that you are considering a new housing development here. I am very close with my neighbors and we ask you to NOT

approve this development. This area has a severe lack of water every summer. There are multiple burst pipes that are constantly gushing into the road. The roads themselves are beat up and won't hold up under more traffic. The water is a huge concern, especially since the golf course uses so much water to keep their grass green. Even when the rest of us are told to conserve water, they spray thousands of gallons of water every day. A lot of it goes in the road and/or is evaporated.

If you do go forward with building more homes, you MUST solve the infrastructure and lack of water problems before anything is built. Otherwise, you're dooming our community in the coming years.

PLEASE take this into consideration.

Thank you,

CJ Stanton

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-330

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Wesley Frank, Planner

SUBJECT: **RZN-2025-0075: Rezoning (900 E ASH ST/SIEMEK & BATES, 369): Submitted by WESLEY BATES for property located at 900 E. ASH ST in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.34 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.**

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 north-central Fayetteville at the northwest corner of the intersection of N. Juneway Ter. and E. Ash St. The property is zoned RSF-4, Residential Single-Family, 4 Units per Acre and is developed with a single-family home which was built in 1959. No zoning overlay districts or master planning areas apply to the parcel.

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre to NC, Neighborhood Conservation.

Public Comment: Staff has received fifteen public comments inopposition, citing potential neighborhood change, traffic increase, and water runoff concerns. Five members of the public spoke at the February 9 Planning Commission meeting. Four of the five were in opposition citing concerns regarding traffic increase, change in neighborhood character, and water drainage concerns; the remaining speaker supported the rezoning citing infill potential.

Land Use Compatibility: Staff finds the proposed rezoning from RSF-4 to NC to be compatible with the surrounding area. The subject property is adjacent to RSF-4-zoned single-family properties. The two zoning districts are limited to single-family uses, with NC offering a slightly more permissive use schedule under its conditional use allowances, most prominently with 3- and 4-family dwellings and larger offices. The density would change from RSF-4's four units per acre to NC's ten units per acre. RSF-4 and NC have different bulk and area requirements. The lot width minimum in RSF-4 is 70 feet for single-family dwellings, while NC only requires 40 feet for all dwelling types. Lot area in RSF-4 is a minimum of 8,000 square feet, but the NC minimum is 4,000 square feet. Distinct from RSF-4, NC utilizes an urban form setback, which are used to promote walkability in an area. While not adjacent, neighborhoods to the east and north are zoned NC,

indicating is successful incoprotation in to area's with conventional setbacks and larger front yards. The subject property is a corner lot, which is ideal for increased housing density due to their larger size, dual street frontage, and design flexibility, allowing for more creative, aesthetic, and functional layouts. Staff finds the requested rezoning to be compatible with surrounding land uses.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as Residential Neighborhood area. A rezoning to NC could allow for the creation of single-family residential properties with reduced lot sizes. The property has a moderate infill score, with access to trails, parks, and public schools with other infill elements that make it appropriate for higher density infill development. Staff finds that the requested rezoning could allow for the creation of missing middle housing meets City Goals 1 (appropriate infill), 2 (discourage urban sprawl), and 6 (opportunities for attainable housing.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **5-6** for this site. The following elements of the matrix contribute to the score:

- Near Water Main (6-inch N. Juneway Ter.; 8-inch E. Ash St.)
- Near Sewer Main (8-inch N. Juneway Ter.; 6-inch E. Ash St.)
- Near Public School (Woodland Junior High School)
- Near City Park (Clarence Craft Park)
- Near Paved Trail (Ash St.)
- Near ORT Bus Stop (N. College & Sycamore)

DISCUSSION:
At the February 9, 2026 Planning Commission meeting, a vote of 5-4-0 forwarded a request to rezone the property to City Council with a recommendation of approval. Chair Brink and Commissioners Cabe, Payne, and McGetrick dissented due to concerns about the lack of street improvements, the applicant's proposed site design, a lack of compatibility to the nearby development pattern, and setback differences with the proposed and nearby properties. Commissioners in favor voted to forward the rezoning after discussing the benefits of the potential for residential infill and finding that NC is compatible with the surrounding area. Five members of the public spoke at the meeting. Four of the five were in opposition citing concerns regarding traffic increase, change in neighborhood character, and water drainage concerns; the remaining speaker supported the rezoning citing infill potential.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Staff Report, 7. Ash St Trail Design Sheets 2-5-26

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

File #: 2026-330

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2025-75 FOR APPROXIMATELY 0.34 ACRES LOCATED AT 900 EAST ASH STREET IN WARD 3 FROM RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE TO NC, NEIGHBORHOOD CONSERVATION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from RSF-4, Residential Single-Family, Four Units per Acre to NC, Neighborhood Conservation.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2026-330

Item ID

3/3/2026

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jonathan Curth	2/10/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2025-0075: Rezoning (900 E ASH ST/SIEMEK & BATES, 369): Submitted by WESLEY BATES for property located at 900 E. ASH ST in WARD 3. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.34 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

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:

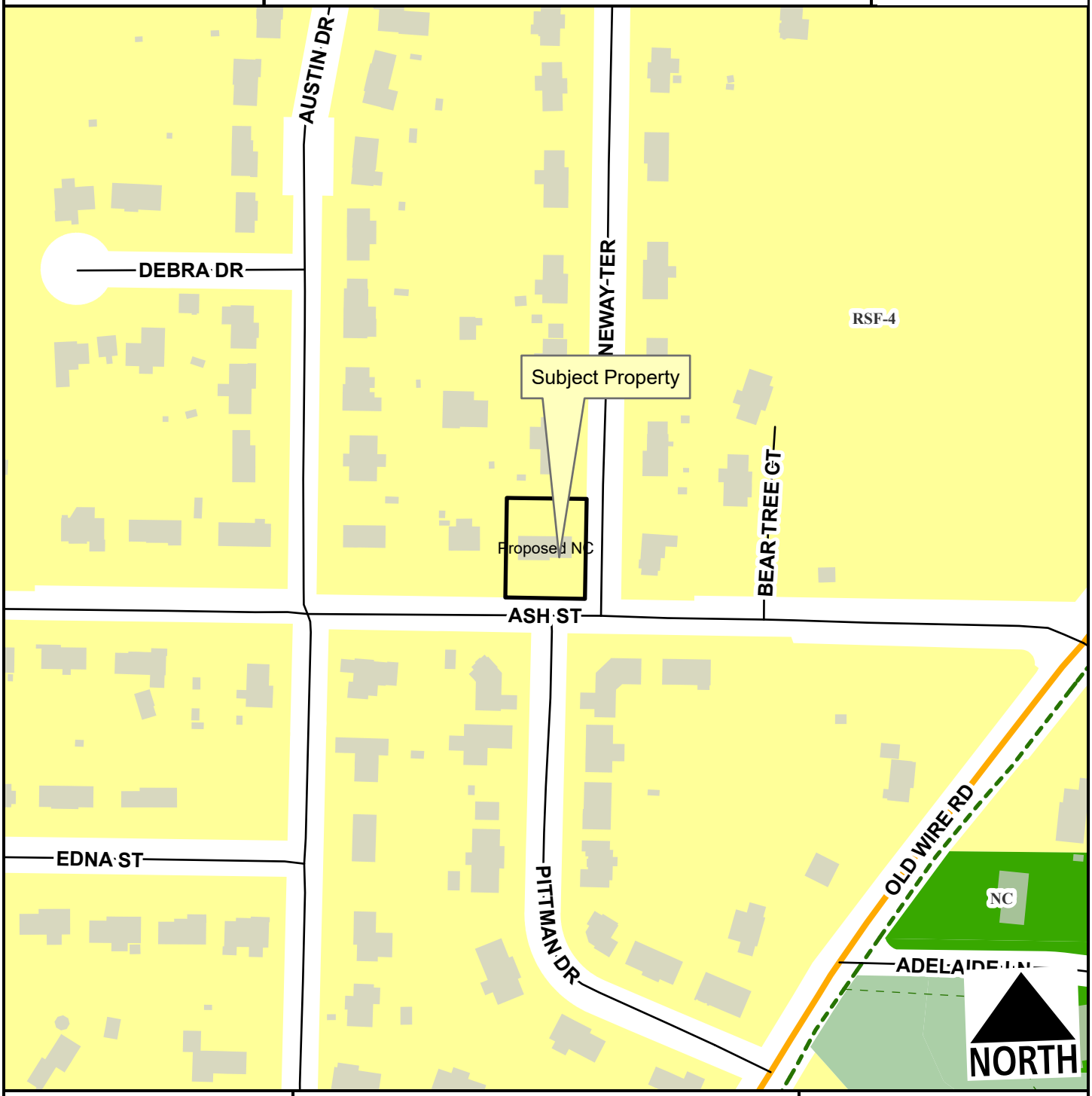
Comments:

RZN-2025-0075

Close Up View

900 E. ASH ST

RZN-2025-0075
EXHIBIT A



- Neighborhood Link
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	0.0	0.3
RSF-4	0.3	0.0

Total 0.3 ac

Lot One (1) in Caudle's Subdivision to the City of Fayetteville, Arkansas, as designated upon the recorded plat thereof.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Wesley Frank, Planner

MEETING DATE: February 9, 2026 Updated w/ meeting results

SUBJECT: **RZN-2025-0075: Rezoning (900 E ASH ST/SIEMEK & BATES, 369):** Submitted by WESLEY BATES for property located at 900 E. ASH ST. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.34 acres. The request is to rezone the property to NC, NEIGHBORHOOD CONSERVATION.

RECOMMENDATION:
Staff recommends forwarding **RZN-2025-0075** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2025-0075** to the City Council with a recommendation of approval."*

BACKGROUND:
The subject property is located in central Fayetteville at the corner of the N. Juneway Ter and E. Ash St intersection. The property is zoned RSF-4, Residential Single-Family, 4 Units per Acre and is developed with a single-family home which was built in 1959. No zoning overlay districts or master planning areas apply to the parcel. Surrounding land uses and zoning are depicted below in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Single-Family Residential	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	RSF-4, Residential Single-Family, 4 Units per Acre
West	Single-Family Residential	RSF-4, Residential Single-Family, 4 Units per Acre

Request: The request is to rezone the subject property from RSF-4, Residential Single-Family, 4 Units per Acre to NC, Neighborhood Conservation.

Public Comment: Staff has received fifteen public comments which were all opposed citing potential neighborhood change, traffic increase, and water runoff concerns.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject area has a road frontage along N. Juneway Ter. N. Juneway Ter is a partially improved Residential Link street with asphalt paving open ditches. The subject area has a road frontage along E. Ash St. E. Ash St is a partially improved Residential Link street with asphalt paving, open ditches. Any street improvements required in these areas would be determined at the time of the development proposal.

Water: Public water is available to the subject area. Existing 6-inch water main is present along west side of N. Juneway Ter. Existing 8-inch water main is present along south side of E. Ash St.

Sewer: Sanitary sewer is available to the subject area. Existing 8-inch sewer main is present along east side of N. Juneway Ter. Existing 6-inch sewer main is present along the center of East Ash Street. There are known wet weather sewer capacity issues identified in the City's 2025 Sewer Master Plan that appear in the system in front of this property.

Drainage: No portion of the property lies within a FEMA floodplain or the Hillside Hilltop Overlay District. No protected streams or hydric soils are present on site. Any improvements or requirements for drainage will be determined at the time of development submittal. Any additional improvements or requirements for drainage will be determined at time of development

Fire: Station 2, located at 138 W North St, protects this site. The property is located approximately 1.4 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. The Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district, NC, Neighborhood Conservation, requires **20% minimum canopy preservation**. The current zoning district, RSF-4, Residential Single-Family, Four Units per Acre, requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood**.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **5-6** for this site with a weighted score of **7.5**. The following elements of the matrix contribute to the score:

- Near Water Main (6-inch N. Juneway Ter.; 8-inch E. Ash St.)
- Near Sewer Main (8-inch N. Juneway Ter.; 6-inch E.st Ash St.)
- Near Public School (Woodland Junior High School)
- Near City Park (Clarence Craft Park)
- Near Paved Trail (Ash St.)
- Near ORT Bus Stop (N. College & Sycamore)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** **Staff finds the proposed rezoning from RSF-4 to NC to be compatible with the surrounding area. The subject property is adjacent to RSF-4-zoned single-family properties. The two zoning districts are effectively single-family zoning districts, but NC offers a slightly more permissive use schedule under its conditional use allowances, such as 3- and 4-family dwellings, larger offices, and community recycling facilities. The density would change from RSF-4's four units per acre to NC's ten units per acre. RSF-4 and NC have different bulk and area requirements. Lot width minimum in RSF-4 is 70 feet for single-family dwellings, while NC only requires 40 feet for all dwelling types. Lot area in RSF-4 is a minimum of 8,000 square feet, but the NC minimum is 4,000 square feet. Unlike RSF-4, NC utilizes an urban form setback, which are used to promote walkability in an area. To the east and north are NC-zoned properties, which highlights the area's familiarity to this type of setback. The subject property is a corner lot, which is ideal for increased housing density due to their larger size, dual street frontage, and design flexibility, which allow for more creative, aesthetic, and functional layouts. Staff finds the requested rezoning to be compatible with surrounding land uses.**

Land Use Plan Analysis: **Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as Residential Neighborhood area. A rezoning to NC could allow for the creation of single-family residential properties with reduced lot sizes. The property has a moderate infill score, with access to trails, parks, and public schools with other infill elements that make it appropriate for higher density infill development. Staff finds that the requested rezoning could allow for the creation of missing middle housing meets City Goals 1 (appropriate infill), 2 (discourage urban sprawl), and 6 (opportunities for attainable housing).**

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **Staff finds that there is sufficient justification to rezone the property from RSF-4 to NC since the rezoning would be consistent with the property's future land use designation and supports several goals of City Plan 2040.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **A rezoning from RSF-4 to NC does have the potential to slightly increase traffic danger and congestion due to a minor increase in density, however the size of the parcel at 0.34 acres will limit the density on the site. Access management will be reviewed at the time of development.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **The proposed rezoning has the potential to slightly alter the population density since it would allow for additional single-family residential development. However, the property currently has access to public streets, water, and sewers, and any necessary improvements would be determined at the time of development. Fayetteville Public Schools did not comment on this request.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

   a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

   b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: **N/A**

RECOMMENDATION: Planning staff recommends forwarding RZN-2025-0075 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: **Required** **YES**

Date: **February 9, 2026** ❒ **Tabled** ❒ **Forwarded** ❒ **Denied**

Motion: Payne

Second: Cabe

Vote: 5-4-0 (Cabe, Payne, Brink, and McGetrick dissented)

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:
- Unified Development Code
  - §161.07 District RSF-4, Residential Single-Family – Four (4) Units Per Acre
  - §161.29 Neighborhood Conservation
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map
- Long Range Planning Memo
- Request Letter
- Public Comments

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. 6710, §1, adopted November 21, 2023, determines that Ordinance 6427 (Sunset Clause) and Ord. No. 6625 (extending Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2024, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

161.29 Neighborhood Conservation

(A) *Purpose.* The Neighborhood Conservation zone has the least activity and a lower density than the other zones. Although Neighborhood Conservation is the most purely residential zone, it can have some mix of uses, such as civic buildings. Neighborhood Conservation serves to promote and protect neighborhood character. For the purposes of Chapter 96: Noise Control, the Neighborhood Conservation district is a residential zone.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 41	Accessory dwellings
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 12a	Limited business*
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 28	Center for collecting recyclable materials
Unit 36	Wireless communication facilities
Unit 44	Cluster Housing Development

(C) *Density.* Ten (10) Units Per Acre.

(D) *Bulk and Area Regulations*.

(1) *Lot Width Minimum.*

All dwelling types	40 feet

(2) *Lot Area Minimum.* 4,000 square feet

(E) *Setback Regulations*.

Front	A build-to zone that is located between the front property line and a line 25 feet from the front property line.
Side	5 feet
Rear	5 feet
Rear, from center line of an alley	12 feet

(F) *Building Height Regulations*.

Building Height Maximum	3 stories

(Ord. No. 5128, 4-15-08; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800, §1(Exh. A), 10-6-15>; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7—9, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6211, §1, 8-6-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

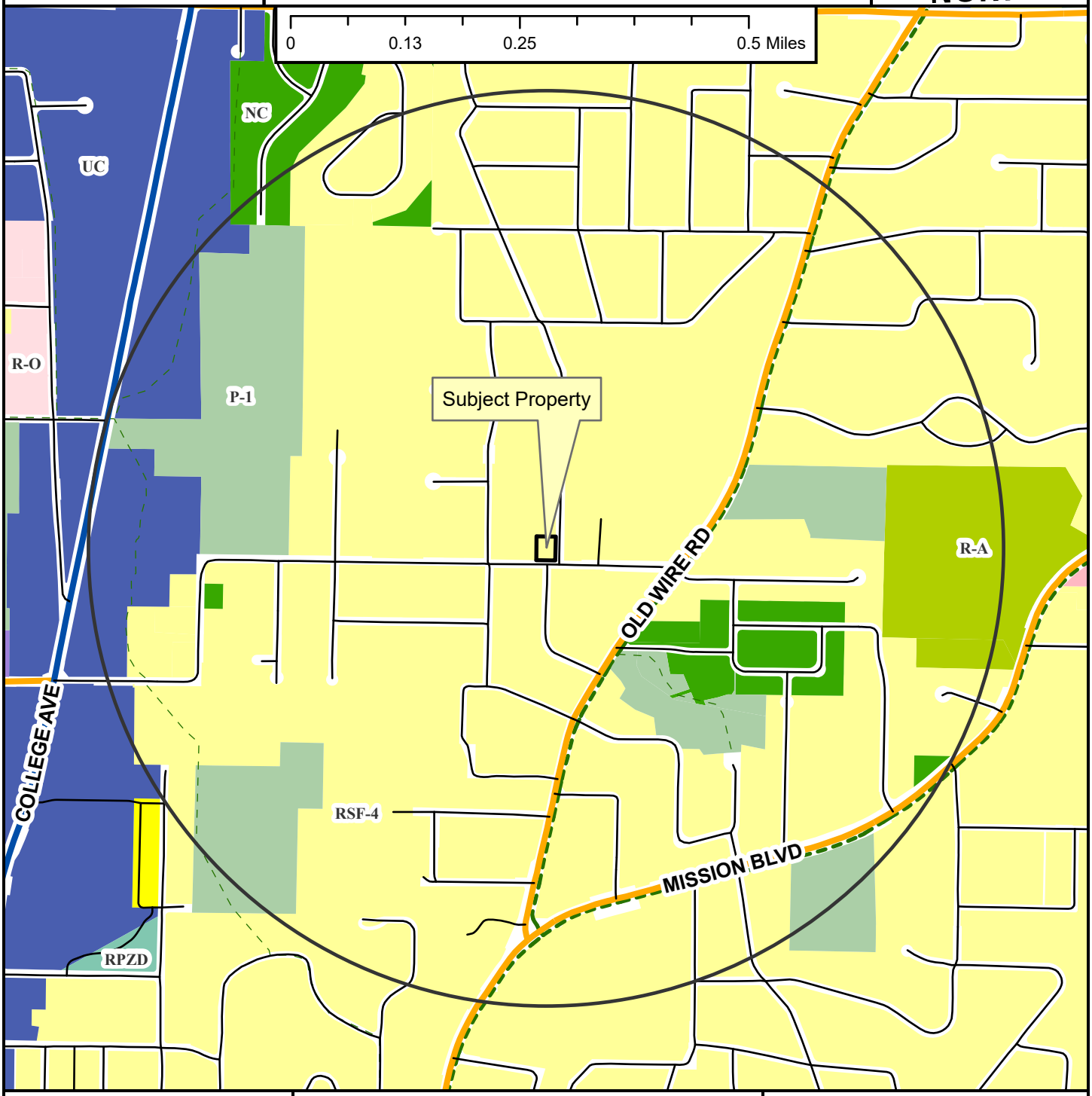
Editor's note(s)—Ord. No. 6820, §1, adopted December 4, 2024, determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause) and Ordinance 6710 (extending the Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on July 1, 2025 at 7:00 p.m. unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

RZN-2025-0075

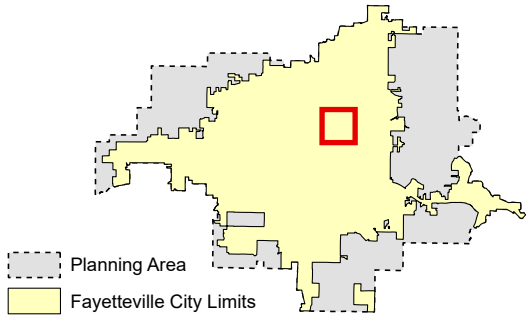
One Mile View

900 E. ASH ST

NORTH



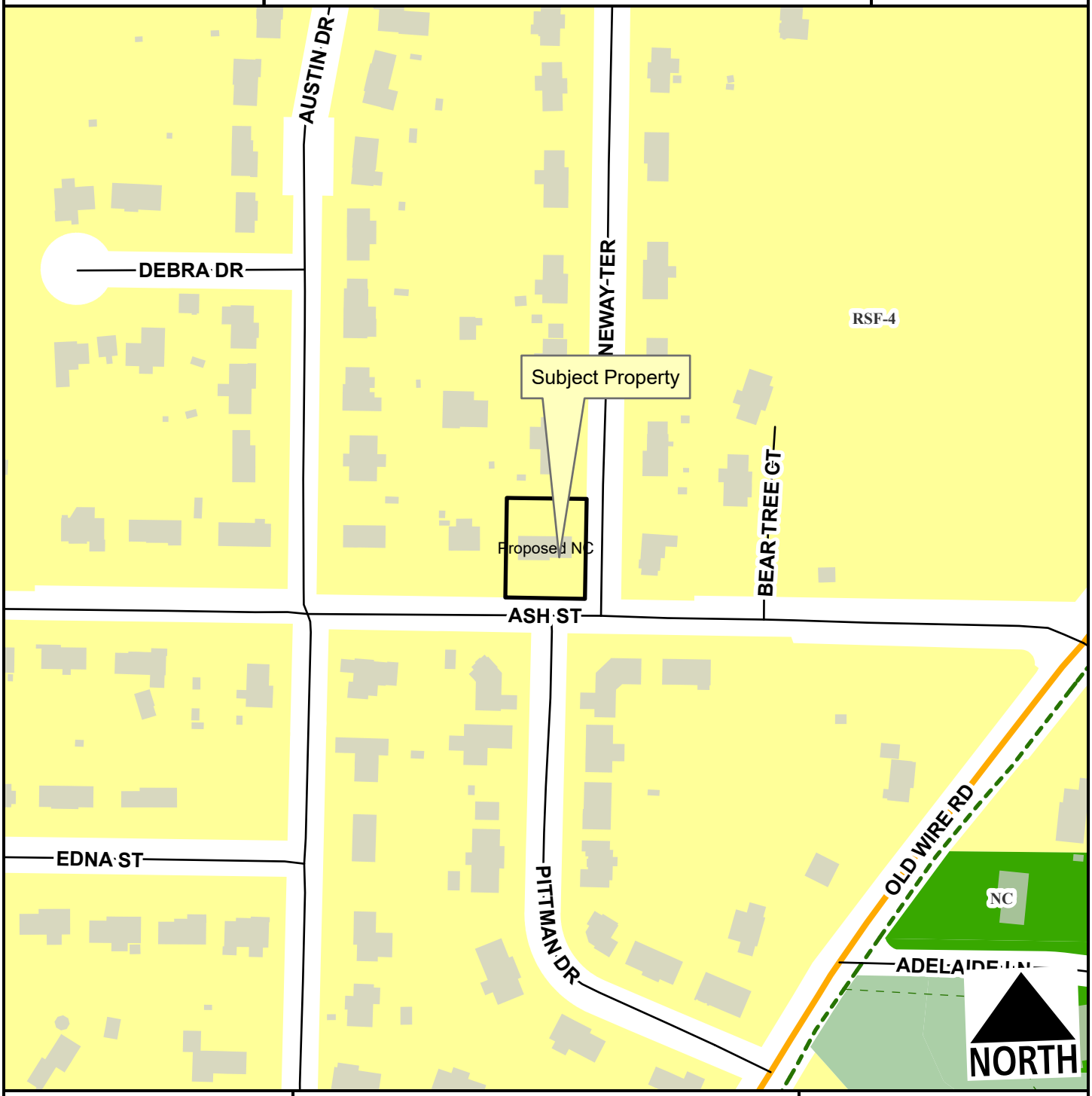
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



RZN-2025-0075

Close Up View

900 E. ASH ST



Neighborhood Link
Unclassified
Residential Link
Trail (Proposed)
Planning Area
Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
NC	0.0	0.3
RSF-4	0.3	0.0

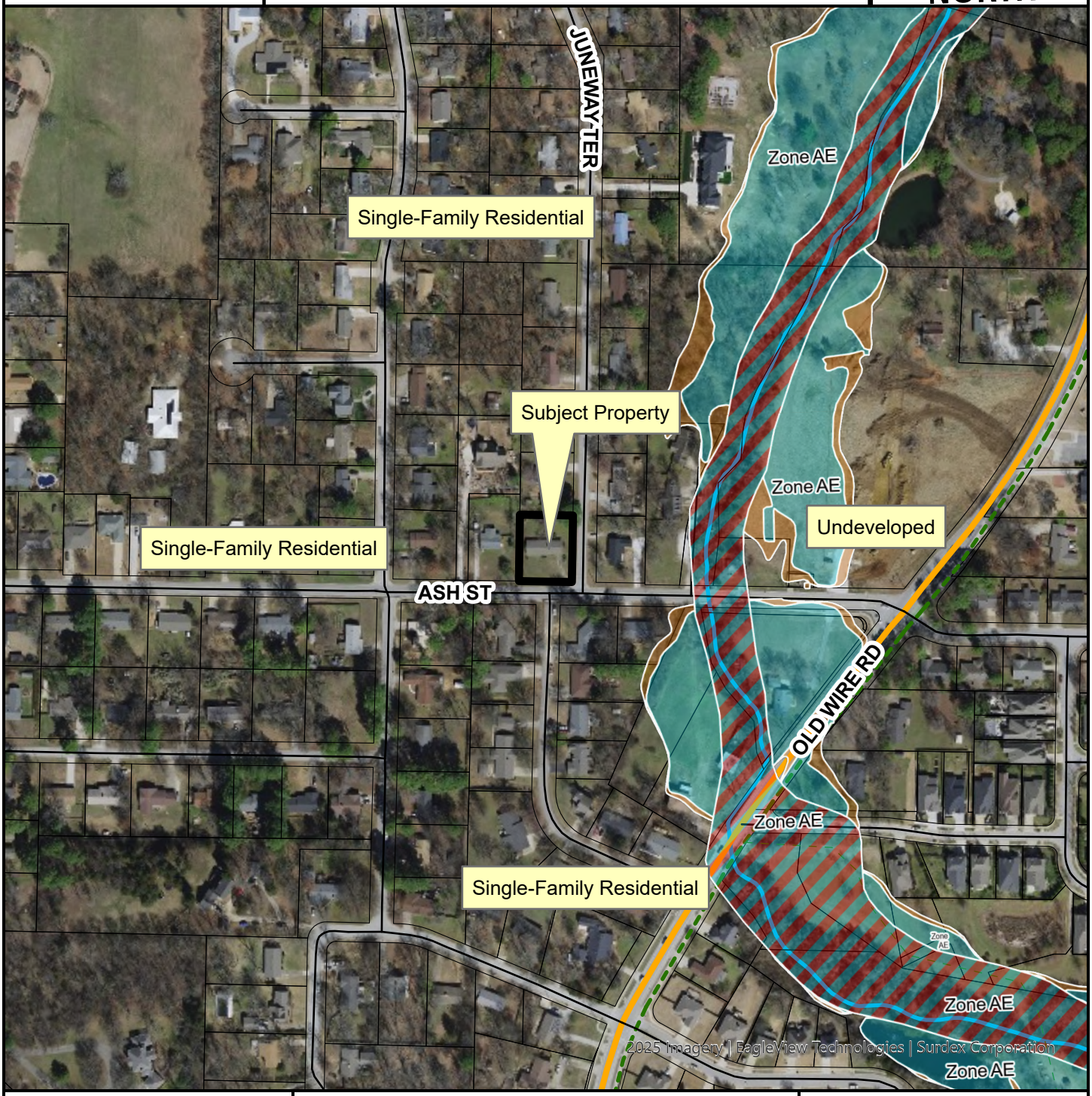
Total 0.3 ac

RZN-2025-0075

Current Land Use

900 E. ASH ST

NORTH



- Neighborhood Link
- Unclassified
- Residential Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

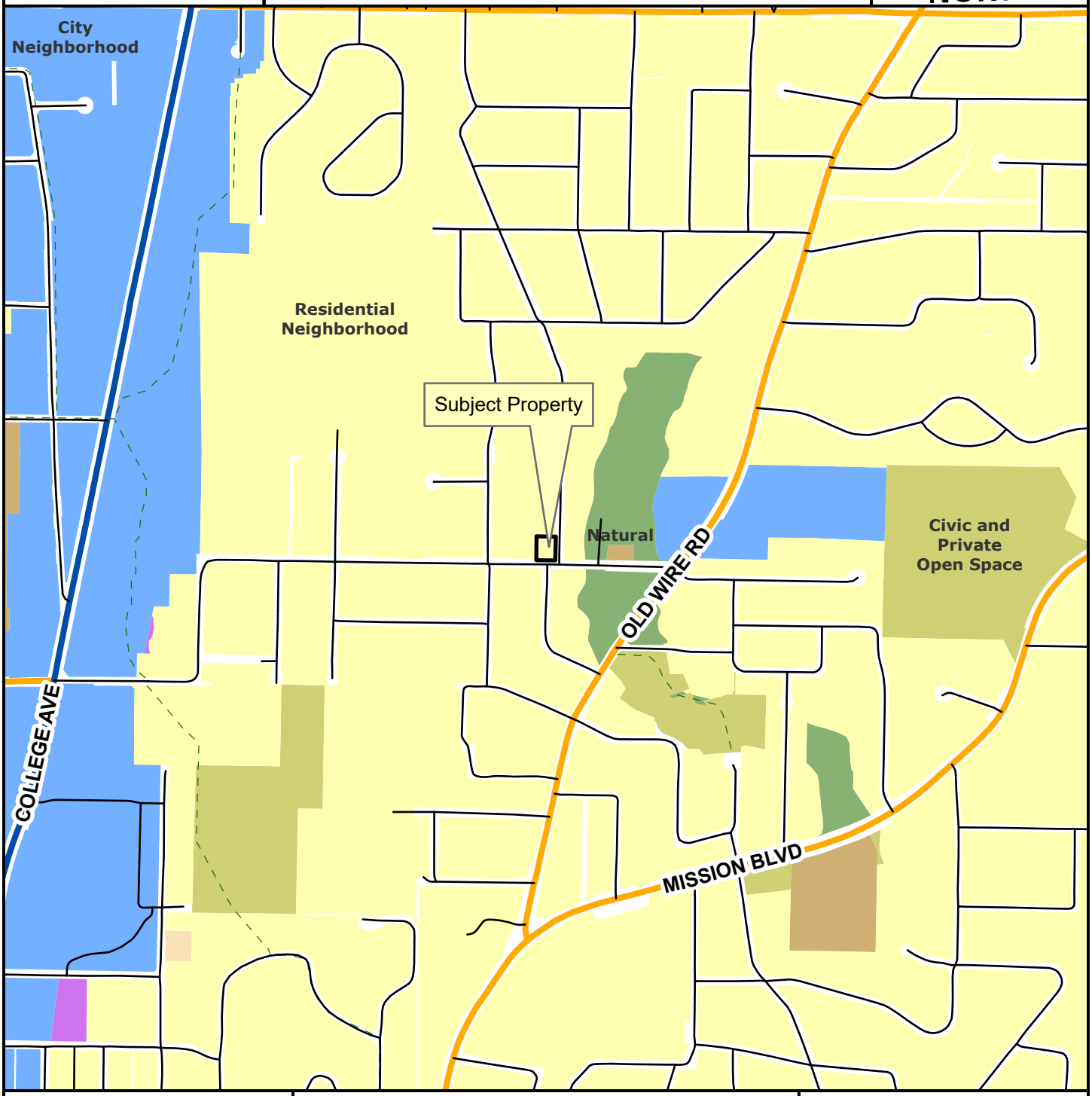
- 100-Year Floodplain
- Floodway

RZN-2025-0075

Future Land Use

900 E. ASH ST

NORTH



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

Feet

0 305 610 1,220 1,830 2,440

1:10,000

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

CITY OF FAYETTEVILLE ARKANSAS

STAFF MEMO

TO: Wes Frank, Planner

FROM: Kylee Cole, Long Range & Preservation Planner

MEETING DATE: February 9, 2026

SUBJECT: **Long Range Planning Comments Regarding RZN-2025-0075**

BACKGROUND:
The applicant requests to rezone approximately 0.34 acres from RSF-4, Residential Single-Family, Four Units per Acre to NC, Neighborhood Conservation. One long range planning documents is relevant when evaluating this request: *City Plan 2040.*

City Plan 2040 (2020):
City Plan 2040 includes several relevant plan goals and objectives:

- Goal 1 – We will make appropriate infill and revitalization our highest priority.
- Goal 2 – We will discourage suburban sprawl.
- Goal 3 – We will make compact, complete, and connected development the standard.
- Goal 6 – We will create opportunities for attainable housing.
    - 3.6.1 - Increase housing choices by encouraging a mixture of housing types and sizes dispersed throughout the city and in proximity to transit and active transportation networks. (p.45)

On its adoption in early 2020, *City Plan 2040* carried forward goals from prior comprehensive plans and organized them into six primary goals. The goals were meant to focus the City's efforts on appropriate infill that furthers a variety of transportation options, supports the creation of attainable housing, and limits the amount of land consumed by development on the City's periphery, often termed "suburban sprawl".

DISCUSSION:
Zoning History:
Ordinance 1747 approved on June 29, 1970 enacted a new zoning map and set of districts and zoning requirements for the city. This map shows the subject property and surrounding neighborhood as being zoned into the low-density "R-1" zoning district, which was subsequently translated to "RSF-4" with the adoption of the city's Unified Development Code.

City Plan 2040 and Future Land Use Plan:
This area is designated as a Residential Neighborhood area, which are "primarily residential in nature and support a wide variety of housing types of appropriate scale and context." The request aligns with this designation by increasing the potential density slightly, from four to ten units per acre while retaining the single-family development pattern. NC would also permit greater flexibility for lot width and area allowing for potential redevelopment of the site with additional single-family dwellings. This is in keeping with both the future land use designation and existing neighborhood patterns and supports several goals of City Plan 2040.

Property History:

The subject property contains a single-family dwelling constructed ca. 1959, according to Washington County Tax Assessor records. The property does not appear to be individually eligible for the state or national registers but is of historic age. Since rezoning requests often precede redevelopment plans, the property owner and/or applicant should consult with Long Range & Preservation Planner prior to demolition or alteration of historic-age structures to capture photo documentation. Documentation of historic resources is an effective way to mitigate against the loss of historic structures when regulatory tools are not available.

To: Fayetteville Planning Commission
From: Wes Bates
Re: Rezoning Request – 900 E Ash (RSF-4 → NC)
Date: 12/20/25

Dear Commissioners,

I am requesting a rezoning for the property located at 900 E Ash Street from Residential Single-Family – 4 (RSF-4) to Neighborhood Conservation (NC). The intent of this request is to allow for a modest, context-sensitive infill home along Ash Street that better reflects the lot's corner condition and the surrounding zoning pattern.

The NC district allows slightly smaller lot sizes while maintaining single-family residential use, which makes it well suited for this site. The property is a corner lot, and the additional flexibility provided by NC zoning would allow for a small house oriented toward Ash Street, consistent with traditional neighborhood development patterns and the scale of nearby homes.

There is existing NC zoning in the surrounding area, and this request would be compatible with those properties. Importantly, NC remains a single-family zoning district, ensuring that the character of the neighborhood is preserved while allowing for thoughtful infill development. The proposed rezoning does not introduce higher-intensity uses but instead provides a better fit for the physical constraints and context of the site.

This rezoning represents a minor and reasonable adjustment that supports infill housing, efficient land use, and neighborhood compatibility. It aligns with the intent of the City Plan by encouraging appropriately scaled residential development within the existing urban fabric.

Thank you for your consideration,

Wes Bates

Frank, Wes

From: Chelsea Green <cgreen5110@gmail.com>
Sent: Tuesday, February 3, 2026 2:17 PM
To: Frank, Wes
Subject: 900 E Ash 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.

To: Wes Frank, city planning
From: Chelsea Green
Date: 2/3/2026
Regarding: Opposition to the rezoning of 900 E. Ash Street, Fayetteville, AR 72703

Good morning Wes,

My name is Chelsea Green and I live at 600 E Edna St, Fayetteville AR 72703 . I am writing to express my concern and opposition to a rezoning request: RZN-2025-0075 for 900 E. Ash Street from RSF-4 to NC. As a resident along Ash Street, I respectfully submit this email in strong opposition to the above-referenced rezoning request ahead of the public hearing scheduled for Monday, February 9, 2026, at 5:30 p.m.

While I support thoughtful infill development and efforts to address housing needs, this proposal is incompatible with our neighborhood's established character, infrastructure constraints, and future planning considerations. Specifically, the developer has explained he intends to build a 450 sq accessory dwelling in the front yard of this property; directly in front of the existing home facing Ash Street.

I have 3 concerns to raise:

1. Incompatibility with Neighborhood Character
Our neighborhood features generous front yard setbacks that create a cohesive, low-density residential aesthetic bisected by Ash Street. The proposed "accessory dwelling" would be built forward in the front yard, directly adjacent to the roadway, disrupting this uniform character and introducing a mismatched structure that prioritizes density over uniformity and aesthetics.

2. Rain water displacement
There is frequently standing water in yards and in the street during, and after, rain in this area. Adding additional dwellings to this property could significantly and negatively impact water run-off.

3. Adverse Traffic Impacts
Ash Street already handles significant volume as a primary neighborhood artery. Adding density through this rezoning—without corresponding road improvements or traffic studies—would exacerbate congestion. The

anticipated traffic from the planned school makes it particularly unwise to increase residential density before evaluating cumulative traffic impacts.

I respectfully urge the Fayetteville Planning Commission to deny Rezoning Application RZN-2025-0075 in order to:

1.
2.
3. Preserve
4. the established character of our neighborhood
5.
6.
7.
8. Prevent
9. significant issues with water displacement
10.
11.
12.
13. Allow
14. comprehensive traffic impact assessment before increasing density
15.

Please consider this a formal opposition and add it to the file for this case. Thank you so much for your time and consideration in this matter.

Sincerely,
Chelsea Green

Frank, Wes

From: Patsy Langham <langhampatsy@gmail.com>
Sent: Tuesday, February 3, 2026 2:37 PM
To: Frank, Wes
Subject: Rezoning 900 Ash

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.

Couldn't get letter to work. I agree with letter. I am against rezoning. Zoning for house needs to stay as is . Patsy Langham, 601 Edna Fayetteville, AR 72703. 4794433865

Frank, Wes

From: Elizabeth Bainbridge <bainbridge.e@gmail.com>
Sent: Tuesday, February 3, 2026 3:51 PM
To: Frank, Wes
Subject: opposition to a rezoning request 900 E. Ash

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.

RE: Opposition to the rezoning of 900 E. Ash Street, Fayetteville, AR 72703

Good morning Wes,

My name is Elizabeth Bainbridge and I live at 1735 N. Wheeler Ave. Fayetteville, AR 72703. As we discussed today over the phone, I am writing to express my concern and opposition to a rezoning request: RZN-2025-0075 for 900 E. Ash Street from RSF-4 to NC. As a resident along Ash Street, I respectfully submit this email in strong opposition to the above-referenced rezoning request ahead of the public hearing scheduled for Monday, February 9, 2026, at 5:30 p.m.

While I support thoughtful infill development and efforts to address housing needs, this proposal is incompatible with our neighborhood's established character, infrastructure constraints, and future planning considerations. Specifically, the developer has explained he intends to build a 450 sq accessory dwelling in the front yard of this property; directly in front of the existing home facing Ash Street.

I have 3 concerns to raise:

1. Incompatibility with Neighborhood Character
Our neighborhood features generous front yard setbacks that create a cohesive, low-density residential aesthetic bisected by Ash Street. The proposed "accessory dwelling" would be built forward in the front yard, directly adjacent to the roadway, disrupting this uniform character and introducing a mismatched structure that prioritizes density over uniformity and aesthetics.

2. Rain water displacement
There is frequently standing water in yards, and in the street during, and after, rain in this area. Adding additional dwellings to this property could significantly and negatively impact water run-off.

3. Adverse Traffic Impacts
Ash Street already handles significant volume as a primary neighborhood artery. Adding density through this rezoning—without corresponding road improvements or traffic studies—would exacerbate congestion. The anticipated traffic from the planned school makes it particularly unwise to increase residential density before evaluating cumulative traffic impacts.

I respectfully urge the Fayetteville Planning Commission to deny Rezoning Application RZN-2025-0075 in order to:

1.
2.
3. Preserve the established character of our neighborhood
4.
5.
6.

7. Prevent significant issues with water displacement
8.
9.
10.
11. Allow comprehensive traffic impact assessment before increasing density
12.

Please consider this a formal opposition and add it to the file for this case. Thank you so much for your time and consideration in this matter.

Sincerely,

Elizabeth Bainbridge

--
Elizabeth Bainbridge, LLC, MA, CCC-SLP
Speech Language Pathologist

Note: The information in this email may be privileged and confidential and protected from disclosure. If the reader of this email is not the intended recipient, you are hereby notified that any dissemination, distribution, copying or other use of this email is strictly prohibited. If you have received this email in error, please notify the sender immediately by email and delete the material from any computer.

Frank, Wes

From: Rain R <rainrues@gmail.com>
Sent: Tuesday, February 3, 2026 6:31 PM
To: Frank, Wes
Subject: Opposition to the rezoning of 900 E. Ash 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.

To: Wes Frank, city planning
From: Rain Rues and Mia Moon
Date: 02/03/2026
Regarding: Opposition to the rezoning of 900 E. Ash Street, Fayetteville, AR 72703

Good morning Wes,

My name is Rain Rues and my partner and I live at 1717 N Wheeler Ave. I am writing to express my concern and opposition to a rezoning request: RZN-2025-0075 for 900 E. Ash Street from RSF-4 to NC. As a resident along Ash Street, I respectfully submit this email in strong opposition to the above-referenced rezoning request ahead of the public hearing scheduled for Monday, February 9, 2026, at 5:30 p.m.

While I support thoughtful infill development and efforts to address housing needs, this proposal is incompatible with our neighborhood's established character, infrastructure constraints, and future planning considerations. Specifically, the developer has explained he intends to build a 450 sq accessory dwelling in the front yard of this property; directly in front of the existing home facing Ash Street.

I have 3 concerns to raise:

1. Incompatibility with Neighborhood Character
Our neighborhood features generous front yard setbacks that create a cohesive, low-density residential aesthetic bisected by Ash Street. The proposed "accessory dwelling" would be built forward in the front yard, directly adjacent to the roadway, disrupting this uniform character and introducing a mismatched structure that prioritizes density over uniformity and aesthetics.

2. Rain water displacement
There is frequently standing water in yards and in the street during, and after, rain in this area. Adding additional dwellings to this property could significantly and negatively impact water run-off.

3. Adverse Traffic Impacts
Ash Street already handles significant volume as a primary neighborhood artery. Adding density through this rezoning—without corresponding road improvements or traffic studies—would exacerbate congestion. The anticipated traffic from the planned school makes it particularly unwise to increase residential density before evaluating cumulative traffic impacts.

I respectfully urge the Fayetteville Planning Commission to deny Rezoning Application RZN-2025-0075 in order to:

1. Preserve the established character of our neighborhood
2. Prevent significant issues with water displacement
3. Allow comprehensive traffic impact assessment before increasing density

Please consider this a formal opposition and add it to the file for this case. Thank you so much for your time and consideration in this matter.

Sincerely,

Rain Rues and Mia Moon

Frank, Wes

From: Eddie McConnell <eddiemcconnell7@hotmail.com>
Sent: Tuesday, February 3, 2026 6:45 PM
To: Frank, Wes
Subject: Re-zoning

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.

Sent from my iPhone To: Wes Frank, city planning
From: Eddie McConnell
Date:
Regarding: Opposition to the rezoning of 900 E. Ash Street, Fayetteville, AR 72703
Good morning Wes,
My name is Eddie McConnell and Velair McConnell I live at 633 E Edna, Fayetteville AR 72703 I am writing to express my concern and opposition to a rezoning request: RZN-2025-0075 for 900 E. Ash Street from RSF-4 to NC. As a resident along Ash Street, I respectfully submit this email in strong opposition to the above-referenced rezoning request ahead of the public hearing scheduled for Monday, February 9, 2026, at 5:30 p.m.
While I support thoughtful infill development and efforts to address housing needs, this proposal is incompatible with our neighborhood's established character, infrastructure constraints, and future planning considerations. Specifically, the developer has explained he intends to build a 450 sq accessory dwelling in the front yard of this property; directly in front of the existing home facing Ash Street.
I have 3 concerns to raise:
1. Incompatibility with Neighborhood Character
Our neighborhood features generous front yard setbacks that create a cohesive, low-density residential aesthetic bisected by Ash Street. The proposed "accessory dwelling" would be built forward in the front yard, directly adjacent to the roadway, disrupting this uniform character and introducing a mismatched structure that prioritizes density over uniformity and aesthetics.
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3. Adverse Traffic Impacts
Ash Street already handles significant volume as a primary neighborhood artery. Adding density through this rezoning—without corresponding road improvements or traffic studies—would exacerbate congestion. The anticipated traffic from the planned school makes it particularly unwise to increase residential density before evaluating cumulative traffic impacts.
I respectfully urge the Fayetteville Planning Commission to deny Rezoning Application RZN-2025-0075 in order to:

1. Preserve the established character of our neighborhood
2. Prevent significant issues with water displacement
3. Allow comprehensive traffic impact assessment before increasing density

Please consider this a formal opposition and add it to the file for this case. Thank you so much for your time and consideration in this matter.

Frank, Wes

From: Susan Barad <sbarad513@gmail.com>
Sent: Tuesday, February 3, 2026 9:08 PM
To: Frank, Wes
Subject: Rezoning request, 900 E Ash 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.

To: Wes Frank, City Planning
From: Susan Barad
Date: 2/3/2026
Regarding: Opposition to the rezoning of 900 E Ash Street, Fayetteville, AR 72703

Dear Mr. Frank:

I have owned my home at 1766 N Austin Drive for many years. I am writing to express my concern and opposition to a rezoning request: RZN-2025-0075 for 900 E. Ash Street from RSF-4 to NC. As a resident near Ash Street, I respectfully submit this email in strong opposition to the above-referenced rezoning request ahead of the public hearing scheduled for Monday, February 9, 2026, at 5:30 p.m.

While I support thoughtful infill development and efforts to address housing needs, this proposal is incompatible with our neighborhood's established character, infrastructure constraints, and future planning considerations. Specifically, the developer has explained he intends to build a 450 square foot accessory dwelling in the front yard of this property, directly in front of the existing home facing Ash Street.

I have 3 concerns to raise:

1. Incompatibility with Neighborhood Character
Our neighborhood features generous front yard setbacks that create a cohesive, low-density residential aesthetic bisected by Ash Street. The proposed "accessory dwelling" would be built forward in the front yard, directly adjacent to the roadway, disrupting this uniform character and introducing a mismatched structure that prioritizes density over uniformity and aesthetics.

2. Rain water displacement
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3. Adverse Traffic Impacts
Ash Street already handles significant volume as a primary neighborhood artery. Adding density through this rezoning—without corresponding road improvements or traffic studies—would exacerbate congestion. The anticipated traffic from the planned school makes it particularly unwise to increase residential density before evaluating cumulative traffic impacts.

I respectfully urge the Fayetteville Planning Commission to deny Rezoning Application RZN-2025-0075 in order to:

1. Preserve the established character of our neighborhood
2. Prevent significant issues with water displacement
3. Allow comprehensive traffic impact assessment before increasing density

Please consider this a formal opposition and add it to the file for this case. Thank you so much for your time and consideration in this matter.

Sincerely,
Susan Barad
(479)466-2637

Frank, Wes

From: Ella Bainbridge <ellabainbridge715@gmail.com>
Sent: Thursday, February 5, 2026 3:55 PM
To: Frank, Wes
Subject: Ash St Rezoning

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.

Good afternoon Wes,

My name is Ella Thomas and I live at 617 E Edna St. I am writing to express my concern and opposition to a rezoning request: RZN-2025-0075 for 900 E. Ash Street from RSF-4 to NC. As a resident along Ash Street, I respectfully submit this email in strong opposition to the above-referenced rezoning request ahead of the public hearing scheduled for Monday, February 9, 2026, at 5:30 p.m.

While I support thoughtful infill development and efforts to address housing needs, this proposal is incompatible with our neighborhood's established character, infrastructure constraints, and future planning considerations. Specifically, the developer has explained he intends to build a 450 sq accessory dwelling in the front yard of this property; directly in front of the existing home facing Ash Street.

I have 3 concerns to raise:

1. Incompatibility with Neighborhood Character
Our neighborhood features generous front yard setbacks that create a cohesive, low-density residential aesthetic bisected by Ash Street. The proposed "accessory dwelling" would be built forward in the front yard, directly adjacent to the roadway, disrupting this uniform character and introducing a mismatched structure that prioritizes density over uniformity and aesthetics.

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3. Adverse Traffic Impacts
Ash Street already handles significant volume as a primary neighborhood artery. Adding density through this rezoning—without corresponding road improvements or traffic studies—would exacerbate congestion. The anticipated traffic from the planned school makes it particularly unwise to increase residential density before evaluating cumulative traffic impacts.

I respectfully urge the Fayetteville Planning Commission to deny Rezoning Application RZN-2025-0075 in order to:

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4. the established character of our neighborhood
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8. Prevent
9. significant issues with water displacement

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13. Allow
14. comprehensive traffic impact assessment before increasing density
15.

Please consider this a formal opposition and add it to the file for this case. Thank you so much for your time and consideration in this matter.

Sincerely,

Ella

Frank, Wes

From: adrian cain <adrian.c.cain@gmail.com>
Sent: Thursday, February 5, 2026 4:26 PM
To: Frank, Wes
Subject: Opposition to rezoning 900 E Ash

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.

To: Wes Frank, city planning
From: Adrian Cain
Date: 02/05/2026
Regarding: Opposition to the rezoning of 900 E. Ash Street, Fayetteville, AR 72703

Good morning Wes,

My name is Adrian Cain and I live at 834 E ASH ST, here in Fayetteville. I am writing to express my concern and opposition to a rezoning request: RZN-2025-0075 for 900 E. Ash Street from RSF-4 to NC. As a resident along Ash Street, I respectfully submit this email in strong opposition to the above-referenced rezoning request ahead of the public hearing scheduled for Monday, February 9, 2026, at 5:30 p.m.

While I support thoughtful infill development and efforts to address housing needs, this proposal is incompatible with our neighborhood's established character, infrastructure constraints, and future planning considerations. Specifically, the developer has explained he intends to build a 450 sq accessory dwelling in the front yard of this property; directly in front of the existing home facing Ash Street.

I have 3 concerns to raise:

1. Incompatibility with Neighborhood Character
Our neighborhood features generous front yard setbacks that create a cohesive, low-density residential aesthetic bisected by Ash Street. The proposed "accessory dwelling" would be built forward in the front yard, directly adjacent to the roadway, disrupting this uniform character and introducing a mismatched structure that prioritizes density over uniformity and aesthetics.

2. Rain water displacement
There is frequently standing water in yards and in the street during, and after, rain in this area. Adding additional dwellings to this property could significantly and negatively impact water run-off.

3. Adverse Traffic Impacts
Ash Street already handles significant volume as a primary neighborhood artery. Adding density through this rezoning—without corresponding road improvements or traffic studies—would exacerbate congestion. The anticipated traffic from the planned school makes it particularly unwise to increase residential density before evaluating cumulative traffic impacts.

I respectfully urge the Fayetteville Planning Commission to deny Rezoning Application RZN-2025-0075 in order to:
Preserve the established character of our neighborhood
Prevent significant issues with water displacement
Allow comprehensive traffic impact assessment before increasing density

Please consider this a formal opposition and add it to the file for this case. Thank you so much for your time and consideration in this matter.

Sincerely,

Adrian Cain

To: Wes Frank, city planning

From: Lark Hodzic

Date: 2/6/2026

Regarding: Opposition to the rezoning of 900 E. Ash Street, Fayetteville, AR 72703

Good morning Wes,

My name is Lark Hodzic and I live at 820 E. Ash. I am writing to express my concern and opposition to a rezoning request: RZN-2025-0075 for 900 E. Ash Street from RSF-4 to NC. As a resident along Ash Street, I respectfully submit this email in strong opposition to the above-referenced rezoning request ahead of the public hearing scheduled for Monday, February 9, 2026, at 5:30 p.m.

While I support thoughtful infill development and efforts to address housing needs, this proposal is incompatible with our neighborhood's established character, infrastructure constraints, and future planning considerations. Specifically, the developer has explained he intends to build a 450 sq accessory dwelling in the front yard of this property; directly in front of the existing home facing Ash Street.

I have 4 concerns to raise:

1. Incompatibility with Neighborhood Character

Our neighborhood features generous front yard setbacks that create a cohesive, low-density residential aesthetic bisected by Ash Street. The proposed "accessory dwelling" would be built forward in the front yard, directly adjacent to the roadway, disrupting this uniform character and introducing a mismatched structure that prioritizes density over uniformity and aesthetics.

2. Rain water displacement

There is frequently standing water in yards and in the street during, and after, rain in this area. Adding additional dwellings to this property could significantly and negatively impact water run-off.

3. Adverse Traffic Impacts

Ash Street already handles significant volume as a primary neighborhood artery. Adding density through this rezoning—without corresponding road improvements or traffic studies—would exacerbate congestion. The anticipated traffic from the planned school makes it particularly unwise to increase residential density before evaluating cumulative traffic impacts.

4. The Impact on Neighbouring Properties and Privacy

The proposed structure would overshadow and overlook two existing properties and infringe upon the privacy of the residents. Additionally, the project would result in a loss of natural light for the property it's in front of. There should be a fair balance between new properties and existing properties. The scheme is incongruent with the prevailing character of the homes here, setting an unwelcome precedent for homes that might be better looked at as rental housing than a desirable long-term dwelling.

I respectfully urge the Fayetteville Planning Commission to deny Rezoning Application RZN-2025-0075 in order to:

1. Preserve the established character of our neighborhood
2. Prevent significant issues with water displacement
3. Allow comprehensive traffic impact assessment before increasing density

Please consider this a formal opposition and add it to the file for this case. Thank you so much for your time and consideration in this matter.

Sincerely,

Lark Hodzic

Frank, Wes

From: SpennMignonne Scarbrough <spinno1@yahoo.com>
Sent: Friday, February 6, 2026 8:45 AM
To: Frank, Wes
Subject: rezoning of 900 E. Ash St.

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.

To: Wes Frank, city planning
From: Mignonne Scarbrough
Date: February 6, 2026
Regarding: Opposition to the rezoning of 900 E. Ash Street, Fayetteville, AR 72703
My name is Mignonne Scarbrough and I live at 1769 N. Wheeler Ave. I am writing to express my concern and opposition to a rezoning request: RZN-2025-0075 for 900 E. Ash Street from RSF-4 to NC. As a resident close to Ash Street, I respectfully submit this email in strong opposition to the above-referenced rezoning request ahead of the public hearing scheduled for Monday, February 9, 2026, at 5:30 p.m.

While I support thoughtful infill development and efforts to address housing needs, this proposal is incompatible with our neighborhood's established character, infrastructure constraints, and future planning considerations. Specifically, the developer has explained he intends to build a 450 sq accessory dwelling in the front yard of this property; directly in front of the existing home facing Ash Street.

I have 3 concerns to raise:

1. Incompatibility with Neighborhood Character
Our neighborhood features generous front yard setbacks that create a cohesive, low-density residential aesthetic bisected by Ash Street. The proposed "accessory dwelling" would be built forward in the front yard, directly adjacent to the roadway, disrupting this uniform character and introducing a mismatched structure that prioritizes density over uniformity and aesthetics.

2. Rain water displacement
There is frequently standing water in yards and in the street during, and after, rain in this area. Adding additional dwellings to this property could significantly and negatively impact water run-off.

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Ash Street already handles significant volume as a primary neighborhood artery. Adding density through this rezoning—without corresponding road improvements or traffic studies—would exacerbate congestion. The anticipated traffic from the planned school makes it particularly unwise to increase residential density before evaluating cumulative traffic impacts.

I respectfully urge the Fayetteville Planning Commission to deny Rezoning Application RZN-2025-0075 in order to:

1. Preserve the established character of our neighborhood
2. Prevent significant issues with water displacement
3. Allow comprehensive traffic impact assessment before increasing density

Please consider this a formal opposition and add it to the file for this case. Thank you so much for your time and consideration in this matter.

Sincerely,

Mignonne Scarbrough

Frank, Wes

From: Brant Roberts <brantwetuski@gmail.com>
Sent: Thursday, February 5, 2026 6:14 PM
To: Frank, Wes
Subject: Regarding: Opposition to the rezoning of 900 E. Ash Street, Fayetteville, AR 72703

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.

To: Wes Frank, city planning
From: Brant Roberts
Date: 2/5/2026
Regarding: Opposition to the rezoning of 900 E. Ash Street, Fayetteville, AR 72703

Good morning Wes,

My name is Brant Roberts and I live at 834 E Ash Street, Fayetteville, AR 72703. I am writing to express my concern and opposition to a rezoning request: RZN-2025-0075 for 900 E. Ash Street from RSF-4 to NC. As a resident along Ash Street, I respectfully submit this email in strong opposition to the above-referenced rezoning request ahead of the public hearing scheduled for Monday, February 9, 2026, at 5:30 p.m.

While I support thoughtful infill development and efforts to address housing needs, this proposal is incompatible with our neighborhood's established character, infrastructure constraints, and future planning considerations. Specifically, the developer has explained he intends to build a 450 sq accessory dwelling in the front yard of this property; directly in front of the existing home facing Ash Street.

I have 3 concerns to raise:

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3. Adverse Traffic Impacts
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I respectfully urge the Fayetteville Planning Commission to deny Rezoning Application RZN-2025-0075 in order to:

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3. Preserve the established character of our neighborhood

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11. Allow comprehensive traffic impact assessment before increasing
12. density
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Please consider this a formal opposition and add it to the file for this case. Thank you so much for your time and consideration in this matter.

Sincerely,

Brant Roberts

--

Brant Roberts
903-576-2264

Frank, Wes

From: blue brasher <bluebrasherrues@gmail.com>
Sent: Friday, February 6, 2026 10:03 AM
To: Frank, Wes
Subject: Opposition to the rezoning

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.

Good morning Wes,

My name is Blue Brasher and I live at 1717 N Wheeler ave. I am writing to express my concern and opposition to a rezoning request: RZN-2025-0075 for 900 E. Ash Street from RSF-4 to NC. As a resident along Ash Street, I respectfully submit this email in strong opposition to the above-referenced rezoning request ahead of the public hearing scheduled for Monday, February 9, 2026, at 5:30 p.m.

While I support thoughtful infill development and efforts to address housing needs, this proposal is incompatible with our neighborhood's established character, infrastructure constraints, and future planning considerations. Specifically, the developer has explained he intends to build a 450 sq accessory dwelling in the front yard of this property; directly in front of the existing home facing Ash Street.

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I respectfully urge the Fayetteville Planning Commission to deny Rezoning Application RZN-2025-0075 in order to:

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14. comprehensive traffic impact assessment before increasing density
15.

Please consider this a formal opposition and add it to the file for this case. Thank you so much for your time and consideration in this matter.

Sincerely,

Blue

Frank, Wes

From: Josh Jones <Josh.m.jones@hotmail.com>
Sent: Friday, February 6, 2026 11:41 AM
To: Frank, Wes
Subject: Re: Opposition to Rezoning Email

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.

Good morning Wes,

My name is Josh Jones and I live at 888 E Ash St, Fayetteville , AR 72703. I am writing to express my concern and opposition to a rezoning request: RZN-2025-0075 for 900 E. Ash Street from RSF-4 to NC. As a resident along Ash Street, I respectfully submit this email in strong opposition to the above-referenced rezoning request ahead of the public hearing scheduled for Monday, February 9, 2026, at 5:30 p.m.
While I support thoughtful infill development and efforts to address housing needs, this proposal is incompatible with our neighborhood's established character, infrastructure constraints, and future planning considerations. Specifically, the developer has explained he intends to build a 450 sq accessory dwelling in the front yard of this property; directly in front of the existing home facing Ash Street.
I have 3 concerns to raise:
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I respectfully urge the Fayetteville Planning Commission to deny Rezoning Application RZN-2025-0075 in order to:

1. Preserve the established character of our neighborhood
2. Prevent significant issues with water displacement
3. Allow comprehensive traffic impact assessment before increasing density

Please consider this a formal opposition and add it to the file for this case. Thank you so much for your time and consideration in this matter.

Get Outlook for iOS

From: Frank, Wes <wfrank@fayetteville-ar.gov>
Sent: Friday, February 6, 2026 9:39:33 AM

To: josh jones <josh.m.jones@hotmail.com>
Subject: Opposition to Rezoning Email

Hello,
Are you able to copy and paste what your comment into this email? My system is preventing me in opening your document.

Sincerely,
Wesley Frank
Planner
Development Services
City of Fayetteville, Arkansas
Office: 479.575.8265
fayetteville-ar.gov

Frank, Wes

From: Lynn Cowan <lnncwn@gmail.com>
Sent: Friday, February 6, 2026 12:10 PM
To: Frank, Wes
Subject: Opposition to Rezoning 900 Ash 72703

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.

Mr. Frank,

Thank you for the work you do on behalf of our beloved Fayetteville. My name is Barbara Cowan and I live at 1751 N. Wheeler Ave.

There is a request to rezone (RZN-2025-0075 property in my neighborhood, 900 E.Ash, from RSF-4 to NC.I strongly oppose this rezoning be granted.

I am consistent donor to various homeless and support charities in Fayetteville, as I recognize the need for all citizens to participate in providing appropriate housing for our neighbors. And, I love the idea of infill as another creative and viable alternative to provide reliable housing for those who can afford a less expensive alternative to a traditional one house/one property solution. I

I oppose this request, however, because:

1. While the purpose of NC zoning is to allow such creative alternatives for housing that is compatible with neighborhood character, this request does exactly the opposite. this is a neighborhood of small (1500 - 2000 sq. ft) homes build in the 1960's mostly on properties around 1.3 of an acre. This provides the opportunity for each home to have a generous setback that is attractive and cohesive, thereby enhancing the desirability and value of our homes.

-The buyers of the original dwelling will have a view of the side the new dwelling from at least 3 of their front rooms, virtually right outside the windows, which may decrease the price the developer can sell it for. Again, impacting all our property values.

-The proposed plan for 900 Ash would put a 450 sq. ft. ADU in the front yard of the property, in the set back area of the existing home. This one structure will most assuredly diminish the consistent look of the street and the attraction/value of the neighboring homes.

2. Perhaps others developers will come into the neighborhood and make the same zoning request, creating a patchwork of small houses with sheds haphazardly situated in the front yards.

3. The proposed structure is is said to be $450 sq. ft, which would be suitable for 1-2 people, and to rent at $1,350/sq. ft. This is not affordable, it is actually expensive. My home is 1,500 sq. ft. and would, at the same rate, rent for $4,500, more than twice what properties rent for in this neighborhood.

4.. There is a reasonable chance that a new Ramay junior high school will be built further west on Ash, bringing with it the possibility of widening of Ash and addition of sidewalks and lighting..

I do appreciate what our mayor, city council, planning and zoning commissions and others are doing to help solve our need for housing so our city can continue to grow and thrive. This rezoning request does not, in my opinion, further

that objective. Rather, it is expensive and unsightly. Were 900 Ash large enough property to situate the dwelling behind, beside or even offset to the original dwelling, then it would be a much better, although still, i think too expensive to be considered affordable housing.

Mr. Frank, you have been very helpful to us as we try to understand the participate in this process. Thank you for that.

Barbara (Lynn) Cowan

To: Wes Frank, city planning
From: Elizabeth Bainbridge
Date: 2/08/2025
Regarding: Opposition to the rezoning of 900 E. Ash Street, Fayetteville, AR 72703

Good morning Wes,

My name is (insert name) and I live at (insert address). I am writing to express my concern and opposition to a rezoning request: RZN-2025-0075 for 900 E. Ash Street from RSF-4 to NC. As a resident along Ash Street, I respectfully submit this email in strong opposition to the above-referenced rezoning request ahead of the public hearing scheduled for Monday, February 9, 2026, at 5:30 p.m.

While I support thoughtful infill development and efforts to address housing needs, this proposal is incompatible with our neighborhood's established character, infrastructure constraints, and future planning considerations. Specifically, the developer has explained he intends to build a 450 sq accessory dwelling in the front yard of this property; directly in front of the existing home facing Ash Street.

I have 3 concerns to raise:

1. Incompatibility with Neighborhood Character
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2. Rain water displacement
There is frequently standing water in yards and in the street during, and after, rain in this area. Adding additional dwellings to this property could significantly and negatively impact water run-off.

3. Adverse Traffic Impacts
Ash Street already handles significant volume as a primary neighborhood artery. Adding density through this rezoning—without corresponding road improvements or traffic studies—would exacerbate congestion. The anticipated traffic from the planned school makes it particularly unwise to increase residential density before evaluating cumulative traffic impacts.

I respectfully urge the Fayetteville Planning Commission to deny Rezoning Application RZN-2025-0075 in order to:

- Preserve the established character of our neighborhood
- Prevent significant issues with water displacement
- Allow comprehensive traffic impact assessment before increasing density

Please consider this a formal opposition and add it to the file for this case. Thank you so much for your time and consideration in this matter.

Sincerely,

Elizabeth Bainbridge

Additional Information Received

Date Received: MM/DD/YYYY	03/10/2026
Time: 00:00 (AM/PM)	12:51 PM
From: Name & Title	Jonathan Curth, Development Services Director
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	03/10/2026
Civic Clerk Number: Ex. 2025-994	2026-330
Forwarded to City Attorney's Office and Department Head	N/A

Relocate Gas and SWEPCO

Relocate Power Pole

Remove Tree

R50.0'

70.1'

Construct trail By Developer

Future trail By City

12' Wide Trail

8' Greenspace

Existing R.O.W.

Existing R.O.W.

Remove Tree

Relocate Power Pole

12.0'

8.2'

Crest of Hill

ASH STREET

Existing Curb (Remains)

WHEELER AVE.

330 feet visibility south

Crosswalk With RRFB'S

Replace damaged sidewalk and add ramp

RAYVIEW DR.

SHEET 2

20 0 20

Scale: 1" = 20'

S-8 P/L R/W W-8

SURVEYED BY: ---

DRAWN BY: MPM

FILE NAME: Ash St Trail.dwg

TITLE:

ASH STREET TRAIL
WALNUT AVE. TO OLD WIRE ROAD
CITY OF FAYETTEVILLE

REVISED

-

-

-

ENGINEERING DIVISION

113 W. MOUNTAIN STREET

PHONE NO. (479) 575-8206 FAX NO. (479) 575-8202

CITY OF FAYETTEVILLE ARKANSAS

DATE: Feb. 5, 2026

SHEET: 1

PROJECT: Alberta Trail

20 0 20

Scale: 1" = 20'

Relocate Power Pole and underground pedestal

Relocate Power Pole

12' Wide Trail

8' Greenspace

Existing R.O.W.

Existing R.O.W.

Existing Curb (Remains)

Existing Curb (Remains)

ASH STREET

WHEELER AVE.

RAYVIEW DR.

SHEET 1

SHEET 3

SURVEYED BY: ---

DRAWN BY: MPM

FILE NAME: Ash St Trail.dwg

TITLE:

ASH STREET TRAIL
WALNUT AVE. TO OLD WIRE ROAD
CITY OF FAYETTEVILLE

REVISED

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE NO: (479) 575-8206 FAX NO: (479) 575-8202

CITY OF FAYETTEVILLE ARKANSAS

DATE: Feb. 5, 2026

SHEET: 2

PROJECT: Alberta Trail

SURVEYED BY: ---
DRAWN BY: MPM
FILE NAME: Ash St Trail.dwg

ASH STREET TRAIL
WALNUT AVE. TO OLD WIRE ROAD
CITY OF FAYETTEVILLE

TITLE:

REVISED
-
-
-

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE NO: (479) 575-8208
FAX NO: (479) 575-8202

CITY OF FAYETTEVILLE ARKANSAS

DATE: Feb. 5, 2026
SHEET: 3
PROJECT: Alberta Trail

SURVEYED BY: ---
DRAWN BY: MPM
FILE NAME: Ash St Trail.dwg

TITLE:
ASH STREET TRAIL
WALNUT AVE. TO OLD WIRE ROAD
CITY OF FAYETTEVILLE

REVISED
-
-
-

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE NO: (479) 575-8206
FAX NO: (479) 575-8202

CITY OF FAYETTEVILLE
ARKANSAS

DATE: Feb.. 5, 2026
SHEET: 4
PROJECT: Alberta Trail

20 0 20

Scale: 1" = 20'

AUSTIN DR.

12' Wide Trail

8' Greenspace

Existing R.O.W.

Relocate Power Pole

Relocate Power Pole

Existing R.O.W.

12' Wide Trail

8' Greenspace

Existing Curb (Remains)

AUSTIN DR.

SHEET 4

SHEET 6

R/W

S-8

W-8

P/L

SURVEYED BY: ---

DRAWN BY: MPM

FILE NAME: Ash St Trail.dwg

TITLE:

ASH STREET TRAIL
WALNUT AVE. TO OLD WIRE ROAD
CITY OF FAYETTEVILLE

REVISED

- -
- -
- -

ENGINEERING DIVISION

113 W. MOUNTAIN STREET

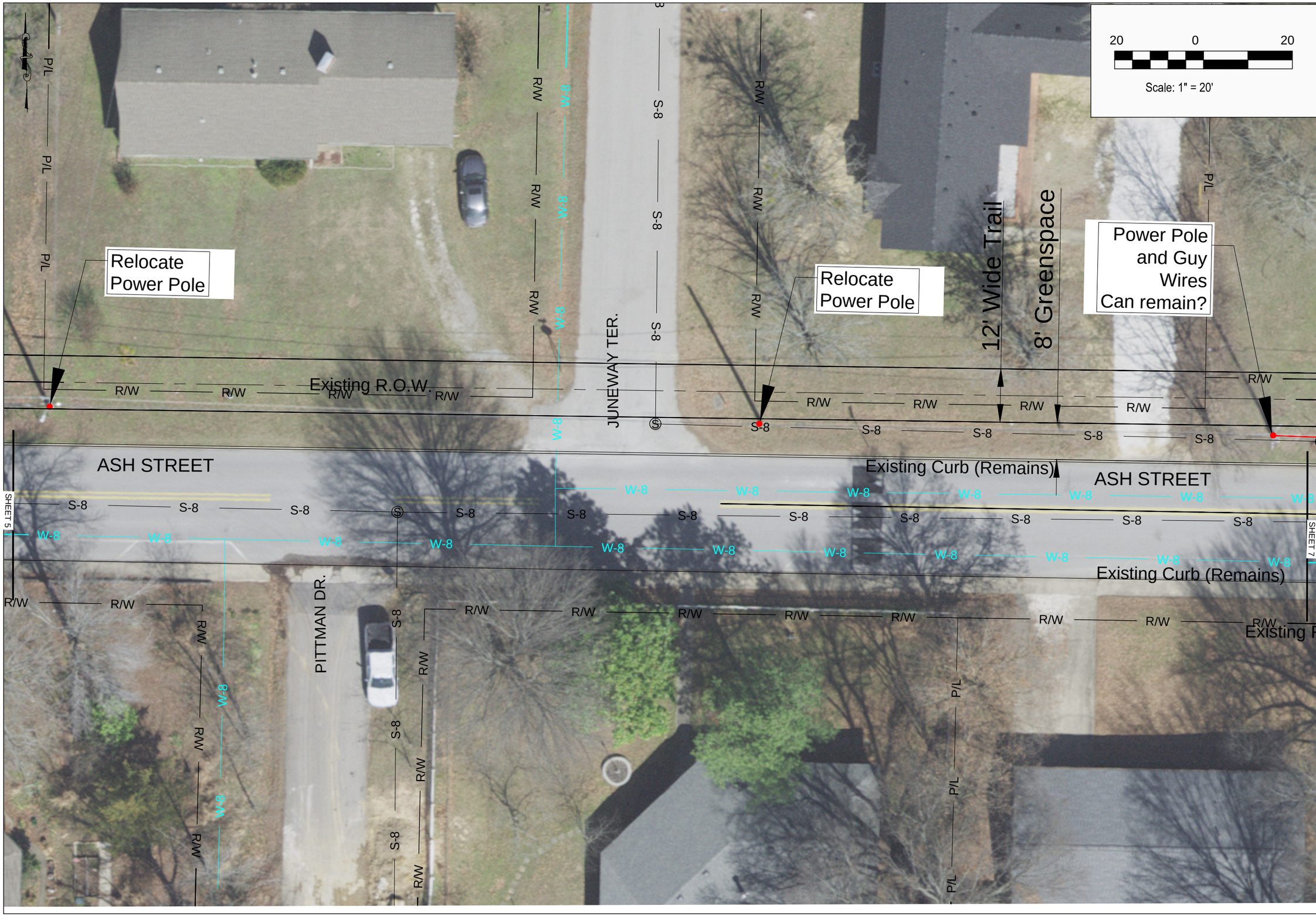
PHONE NO: (479) 575-8206 FAX NO: (479) 575-8202

CITY OF FAYETTEVILLE ARKANSAS

DATE: Feb. 5, 2026

SHEET: 5

PROJECT: Alberta Trail



SURVEYED BY: ---
DRAWN BY: MPM
FILE NAME: Ash St Trail.dwg

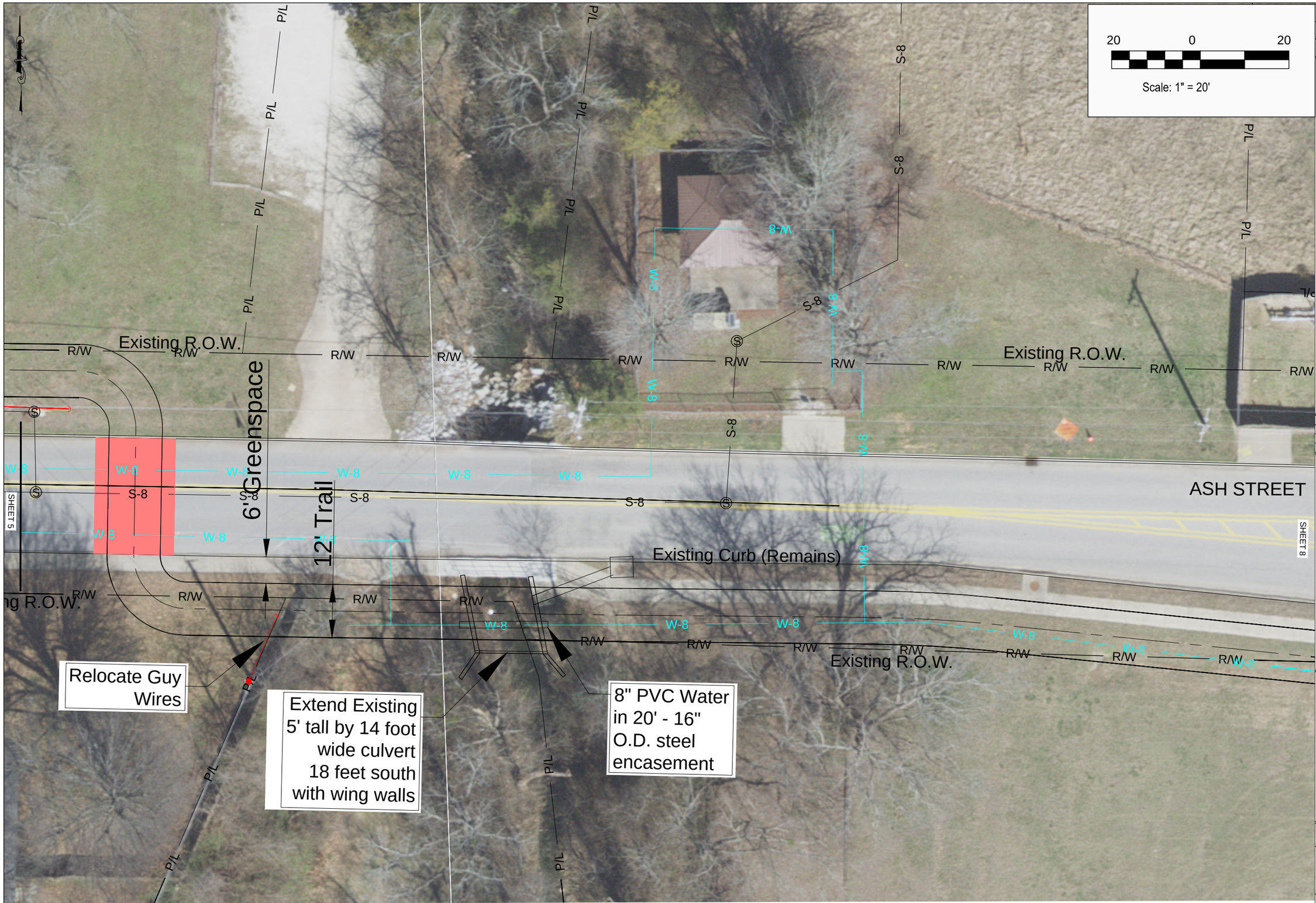
ASH STREET TRAIL
WALNUT AVE. TO OLD WIRE ROAD
CITY OF FAYETTEVILLE

TITLE:

REVISED
-
-
-

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE NO: (479) 575-8206 FAX NO: (479) 575-8202
CITY OF FAYETTEVILLE ARKANSAS

DATE: Feb. 5, 2026
SHEET: 6
PROJECT: Alberta Trail



SURVEYED BY: ---
DRAWN BY: MPM
FILE NAME: Ash St Trail.dwg

TITLE:
ASH STREET TRAIL
WALNUT AVE. TO OLD WIRE ROAD
CITY OF FAYETTEVILLE

REVISED
-
-
-

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE NO: (479) 575-8206 FAX NO: (479) 575-8202
CITY OF FAYETTEVILLE ARKANSAS

DATE: Feb. 5, 2026
SHEET: 7
PROJECT: Alberta Trail

20 0 20

Scale: 1" = 20'

ASH STREET

OLD WIRE ROAD

Existing R.O.W.

SHEET 7

SURVEYED BY: ---

DRAWN BY: MPM

FILE NAME: Ash St Trail.dwg

ASH STREET TRAIL
WALNUT AVE. TO OLD WIRE ROAD
CITY OF FAYETTEVILLE

TITLE:

REVISED
-
-

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE NO: (479) 575-8206 FAX NO: (479) 575-8202

CITY OF FAYETTEVILLE ARKANSAS

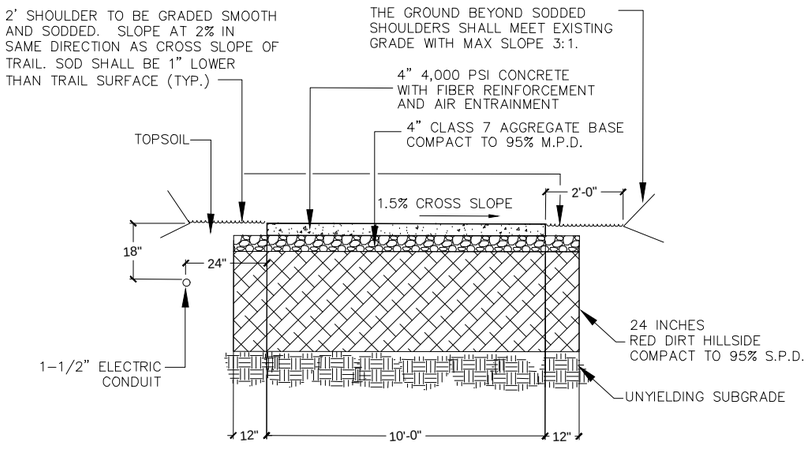
DATE: Feb. 5, 2026

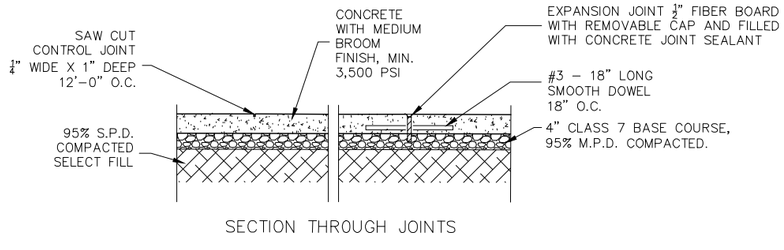
SHEET: 8

PROJECT: Alberta Trail

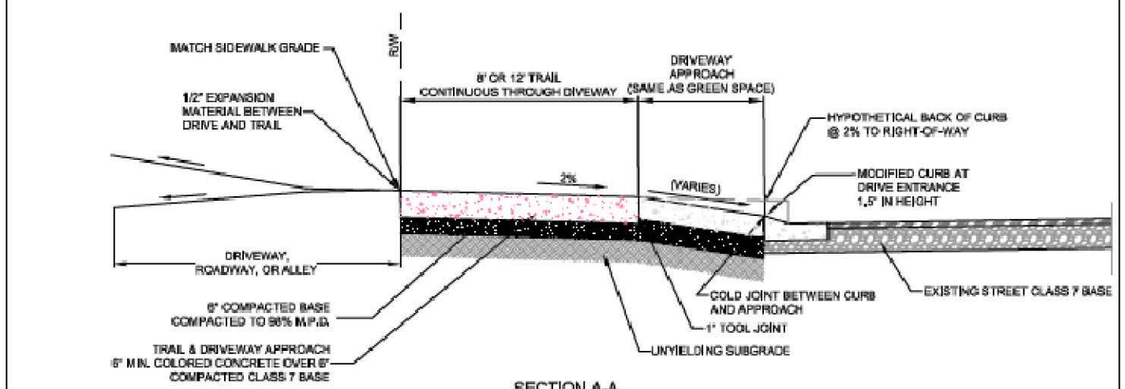
TRAIL CONSTRUCTION NOTES:

1. ALL WORK SHALL CONFORM TO THE CITY OF FAYETTEVILLE'S CURRENT ORDINANCES AND STANDARDS FOR CONCRETE PAVEMENT CONSTRUCTION (CHAPTER 171).
2. CONCRETE SHALL HAVE A MINIMUM CEMENT CONTENT OF 5–1/2 BAGS PER CUBIC YARDS WITH 5–1/2% ± 1–1/2% AIR ENTRAINMENT AND 1.5 #/CY FIBER REINFORCEMENT WITH A MAXIMUM 4" SLUMP.
3. FULL DEPTH EXPANSION JOINTS WITH DOWELS ARE REQUIRED AT THE END OF EACH DAYS POUR AND ADJACENT TO ALL EXISTING CONCRETE.
4. ONE–QUARTER DEPTH (ONE INCH) SAW–CUT JOINTS SHALL BE PLACED IN CONCRETE AT REGULAR INTERVALS MATCHING THE TRAIL WIDTH, BUT NOT TO EXCEED 12 FEET APART. TOOLED JOINTS ARE NOT ACCEPTABLE.
5. ALL EXPANSION JOINTS AND SAW JOINTS SHALL BE SEALED WITH JOINT SEALANT MEETING THE REQUIREMENTS OF ASTM C920, TYPE S. A SELF LEVELING SEALANT SHALL BE USED FOR HORIZONTAL SURFACES. SONNEBORN "SONOLASTIC SL–1" OR AN APPROVED EQUAL. CLOSED CELL BACKER ROD SHALL BE USED IN DEEP JOINTS, AS NEEDED, ACCORDING TO THE MANUFACTURER'S INSTRUCTIONS.
6. CONCRETE CURING COMPOUND SHALL MEET ASTM C–309 AND SHALL BE W.R. MEADOWS 1200 WHITE OR AN APPROVED EQUAL.
7. EXPANSION JOINT MATERIAL SHALL BE PREFORMED ASPHALT IMPREGNATED FIBERBOARD CONFORMING TO AASHTO M–213. EXPANSION JOINT MATERIAL SHALL BE LEFT 1/2" LOWER THAN GRADE OR TRIMMED 1/2" LOWER.
8. CONSTRUCT 2% MAXIMUM CROSS SLOPE ON TRAIL IN SAME DIRECTION AS EXISTING GRADE UNLESS OTHERWISE DESIGNATED ON THE PLANS. LONGITUDINAL GRADE SHALL NOT EXCEED 5%.
9. TRAILS SHALL HAVE A ONE–HALF (½) INCH ROLLED EDGE.
10. CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL CONCRETE WORK DURING CURING. ANY CONCRETE THAT IS DEFACED SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.

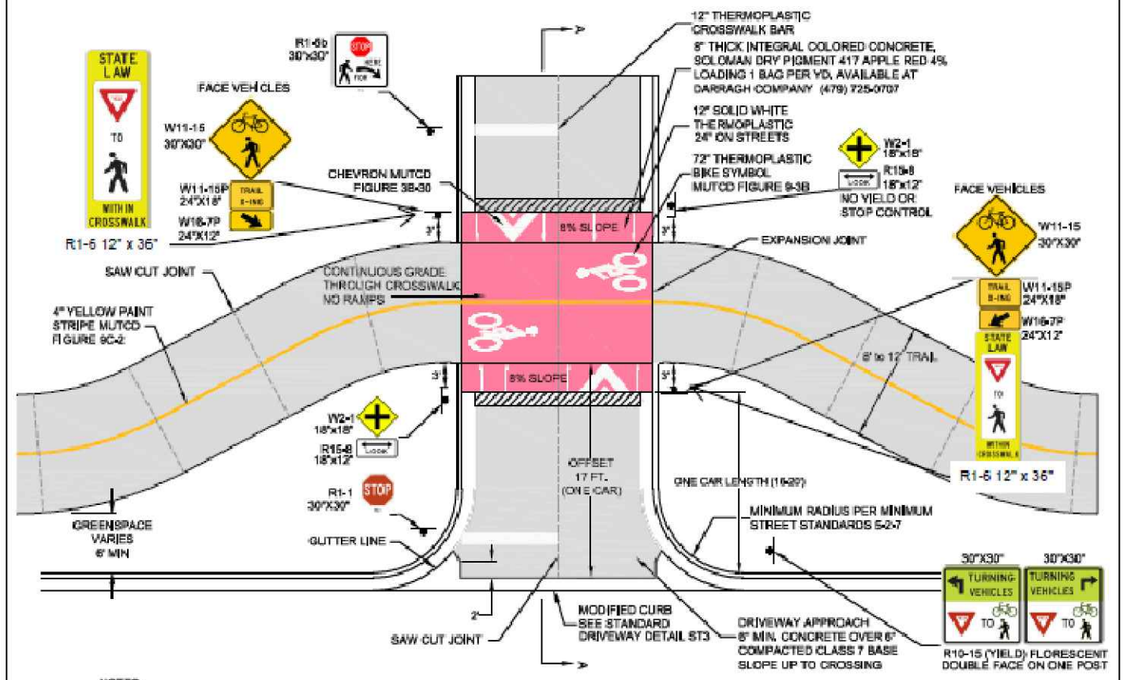




SECTION THROUGH JOINTS



SECTION A–A



NOTES:
1. EXAMPLES OF HIGH VOLUME TRAIL CROSSINGS INCLUDE DRIVEWAYS TO LARGE PARKING LOTS (100+ SPACES), LARGE SCALE COMMERCIAL, MULTI-TENANT COMMERCIAL/OFFICE, HIGH TURNOVER (COMMERCIAL INCLUDING FAST FOOD RESTAURANTS AND ALL STREETS. APPROPRIATE TRAIL CROSSING TYPE IS TO BE DETERMINED BY THE CITY STAFF DESIGN ENGINEER.
2. TOP OF CROSSWALK SHALL BE RAISED 3 INCHES ABOVE FINISHED GRADE AT THE CENTER OF STREET CROWN AND 6" AT THE GUTTER LINE.
3. FULL DEPTH EXPANSION JOINTS (FOUR INCHES) SHALL BE PROVIDED AT THE EDGE OF THE TRAIL OPPOSITE THE STREET.
4. CONCRETE TO BE SAWCUT AT THE CENTER OF DRIVE AND SEALED. ALIGN THE JOINT AT THE CENTER OF THE DRIVE WITH THE A JOINT IN THE ADJACENT TRAIL.
5. ALL CONCRETE DRIVEWAYS AND TRAIL SHALL BE CONSTRUCTED OF A PORTLAND CEMENT CONCRETE MIXTURE WHICH WILL PRODUCE A CONCRETE OF A COMPRESSIVE STRENGTH OF 4,000 P.S.I. AFTER 28 DAYS SET UNDER STANDARD LABORATORY METHODS.
6. ALL TRAIL REQUIRE A CONCRETE CURING COMPOUND.
7. ALL TRAIL AND DRIVEWAY APPROACHES SHALL BE CONSTRUCTED WITH A BROOM FINISH.
8. "ALL TRAIL AND CURB CUTS FOR DRIVEWAY APPROACHES REQUIRE AN INSPECTION PRIOR TO CONCRETE PLACEMENT."
9. TRAIL GRADE SHALL BE CONTINOUS ACROSS THE DRIVEWAY WITH NO RAMPS
10. TRUNCATED DOMES SHALL BE INCLUDED FOR STREET CROSSINGS - NOT ON DRIVEWAY CROSSINGS

COMMERCIAL DRIVEWAY/STREET CROSSING DETAIL WITH OFFSET
N.T.S.

CITY OF FAYETTEVILLE ARKANSAS

ENGINEERING DIVISION
113 W. MOUNTAIN STREET

TITLE: **TRAIL CROSSING DETAILS**

DESCRIPTION: HIGH VOLUME COMMERCIAL DRIVEWAY OR STREET WITH OFFSET TRAIL CROSSING

DATE: DEC. 12, 2022

SHEET: **DW4D** OFFSET

SURVEYED BY: DVD/ML
DRAWN BY: MPM
FILE NAME: Ash St Trail.dwg

ASH TRAIL
OLD WIRE TO WHEELER
CITY OF FAYETTEVILLE

TITLE:

REVISED
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CITY OF FAYETTEVILLE ARKANSAS

ENGINEERING DIVISION
113 W. MOUNTAIN STREET
PHONE NO: (479) 575-8206 FAX NO: (479) 575-8202

DATE: Feb. 5 2026
SHEET: **9 of 9**
PROJECT: Ash Trail

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-473

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Chris Brown, Public Works Director
Terry Gulley, Asst Public Works Director - Ops
Blake Rutherford

FROM: Jared Rabren, Airport Director
Devin Howland, Director of Economic Development

SUBJECT: **OSM Aviation Academy Lease Agreement**

RECOMMENDATION:
Staff is recommending approval of a lease agreement between the City of Fayetteville and OSM Aviation Academy for facilities at Drake Field Airport.

BACKGROUND:
Project Background:

Drake Field Airport and the City of Fayetteville's Economic Development Department began discussions with OSM Aviation Academy regarding a potential commercial airline pilot training base at Drake Field in late fourth quarter of 2025. OSM Aviation Academy conducted a formal site visit to Fayetteville from January 25 through January 27 to evaluate potential facilities, meet with key stakeholders, and gain a deeper understanding of the Fayetteville community. At the conclusion of the visit, both parties agreed to move forward with coordinated efforts across a range of areas necessary to support OSM's establishment of a training base in Fayetteville.

About OSM Aviation Academy:

OSM Aviation Academy is one of the largest flight training providers in Europe and has been producing professionally trained pilots since 1963, headquartered in Arendal, Norway. The Academy operates campuses across the globe, including locations in Arendal, Norway, and Fort Lauderdale, Florida, and maintains a broad network of strategic partnerships with aviation employers worldwide. Graduates of OSM Aviation Academy achieve an 89 percent employment placement rate within one year of completing their training in relevant aviation roles.

DISCUSSION:
Economic Development Project Information:

OSM Aviation Academy seeks to establish a new commercial airline pilot training base at Drake Field Airport in Fayetteville. This initiative would transition a significant portion of the company's global commercial pilot training operations to the United States, driven by favorable climate conditions, operational efficiencies, and the ability to scale training capacity. From an economic development perspective, an operator and training center of this scale would substantially position Fayetteville as a prospective national hub for aviation

education and workforce development.

Why this opportunity is unique:

Large-scale commercial airline pilot training academies select locations based on a narrow set of criteria, including airfield capacity, climate, operational flexibility, community support, and long-term partnership with airport ownership. OSM Aviation Academy's decision to pursue Drake Field as a U.S. training base reflects a convergence of present-day factors including available facilities, operational capacity, and the City's willingness to promote Drake Field Airport as a major economic development driver for Fayetteville.

Fleet Ramp Up and Student Enrollment Plan:

OSM Aviation Academy intends to launch operations at Drake Field Airport with an initial fleet of 2 to 4 aircraft and 18 students, with training scheduled to begin during early Q2 of 2026. By the end of 2026, operations are expected to scale to 10 training aircraft and approximately 90 enrolled students. By the end of 2027, OSM Aviation Academy plans to expand to 25 operating aircraft, with the potential for up to 192 enrolled students. Domestic training for Arkansas-based students would begin in June 2027. Over the next five years, OSM Aviation Academy's Fayetteville commercial airline training base has the potential to scale to a fleet of up to 100 aircraft and 700 annual graduates.

Regional Economic Impact:

OSM Aviation Academy commissioned a strategic economic impact report evaluating the establishment of a major flight training base in Northwest Arkansas. The report, which is attached to this packet, estimates that at a scale of 25 aircraft, the training operation would generate between $25 million and $40 million in annual regional economic impact. At full buildout of 100 aircraft, the report projects annual regional economic impact of approximately $90 million to $140 million.

These impacts are driven by a combination of direct effects, including employment and value creation associated with the flight training operation; indirect effects, such as supplier purchases, housing, logistics, and aircraft maintenance; and induced effects resulting from the local spending of students and staff affiliated with the training academy.

Drake Field Airport Revenue Estimates:

<u>Revenue from Fuel:</u>
Staff estimates that at an operational level of 25 aircraft, annual fuel sales would total approximately 103,000 gallons, generating an estimated $103,000 per year in direct profit, or $515,000 over the initial five-year lease term. This estimate is intentionally conservative, as it assumes OSM Aviation Academy's operations do not scale beyond 25 aircraft over the lease period. Should OSM reach their full scalable capacity of 100 aircraft, annual direct profit from fuel sales could generate $412,000 annually.

<u>Revenue from Corporate Hangar Rental:</u>
Rental revenue from the Corporate Hangar located at 4578 S. School Avenue begins at $1,900 per month, with a 3 percent annual escalation. Total rental revenue over the five-year lease term is estimated at $121,048.

<u>Revenue from Office Space within Terminal Building Located at 4500 S School Avenue:</u>
The Terminal Building at 4500 S. School Avenue includes approximately 3,026 square feet of office space, which is being offered at a rate of $15 per square foot, resulting in annual rental revenue of $45,390. Assuming a 3% annual escalation, total potential rental revenue over the five-year period would equal $240,981.67.

Rental payments for this facility would not commence until OSM Aviation Academy has fully recaptured its tenant improvement costs within the office space, the final amount of which is not yet known. While this results in a temporary zero-dollar rent structure, there is still a direct and meaningful economic benefit to the City. OSM Aviation Academy is making substantial private investment into a publicly owned facility that has seen minimal City capital investment for decades. These improvements reposition the space for long-term productive use, enhance the overall value of the asset, and reduce future capital obligations for the City, all while supporting new economic activity at Drake Field Airport.

Beyond the Numbers, the significance of this project for Drake Field and South Fayetteville:

This project repositions Drake Field Airport as one of the City's primary economic development assets, rather than solely a general aviation facility. The investment and the presence of a globally recognized operator fundamentally changes the trajectory of the airport for the better. It anchors a major commercial aerospace and aviation employer in South Fayetteville and provides a foundation upon which an emerging aviation cluster can continue to grow.

The project creates sustained daytime activity at Drake Field and across South Fayetteville, supported by an institutionally stable operator that brings students from around the world to Fayetteville. It also establishes a new workforce development pathway that local residents will be able to access beginning in mid-2027. OSM Aviation Academy's interest in locating a commercial airline pilot training base in Fayetteville elevates the City's role in national and global aviation workforce discussions. It also positions OSM to expand beyond pilot training into airplane maintenance, an employment sector that is already in high demand regionally.

Ultimately, this project is about more than increased aircraft activity, fuel sales, job creation, training capacity, or economic impact figures. It is about unlocking the full economic development potential of Drake Field Airport, strengthening South Fayetteville, and reinforcing that the City of Fayetteville is open for business and prepared to compete for transformative opportunities.

Drake Field Facilities Lease Terms:

Staff is proposing **a five-year lease agreement** with OSM Aviation Academy for the hangar at 4578 S. School Avenue and 3,026 square feet of office space in the Airport Terminal Building located at 4500 S. School Avenue.

The proposed five-year term balances operational certainty with strategic flexibility. It allows sufficient time for OSM Aviation Academy to establish and scale operations while ensuring the City retains the ability to reassess facility use, market conditions, and long-term airport strategy as Drake Field's role continues to expand.

Utilities: OSM will pay for all utilities associated with Corporate Hangar 4578. The City provides electric, water/sewer, and gas utility services in the Airport Terminal. Any other utility costs including but not limited to, internet service, will be paid by OSM.

Parking: Parking for each facility shall be conveyed as part of the lease and shall be provided at no additional charge to the tenant.

Tenant Improvements outside of the existing footprint of the Corporate Hangar: Any tenant improvements outside of the existing footprint of the Corporate Hangar including but not limited to building expansions or additions, shall be subject to separate negotiation and shall not be included within the scope of this lease agreement.

Tenant Improvements within the existing footprint of the Corporate Hanger located at 4478 S School Avenue:

All tenant improvements within the hangar shall be at the sole cost of the tenant and shall not be eligible to offset or reduce the rental rate for this facility.

Lease Renewal: OSM will have the option to renew this agreement for an additional five (5) year term. This option may be exercised upon written notice from OSM to the City at least ninety (90) days before the end of the initial term.

BUDGET/STAFF IMPACT:
The budgetary impact of this project is outlined in the Discussion section of this memo.

ATTACHMENTS: 3. Staff Review Form, 4. OSM Aviation Academy Lease Agreement, 5. OSM NW Arkansas - Aviation Training HUB Impact Report, 6. Economic Development Briefing

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

File #: 2026-473

A RESOLUTION TO APPROVE A FIVE-YEAR LEASE AGREEMENT WITH OSM AVIATION ACADEMY ARK LLC FOR THE HANGAR LOCATED AT 4578 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF $1,900.00 PER MONTH AND 3,026 SQUARE FEET OF OFFICE SPACE IN THE AIRPORT TERMINAL BUILDING LOCATED AT 4500 SOUTH SCHOOL AVENUE FOR RENT IN THE AMOUNT OF $3,782.50 PER MONTH, WITH AN OPTION TO RENEW FOR AN ADDITIONAL FIVE YEAR TERM

WHEREAS, OSM Aviation Academy is one of the largest flight training providers in Europe and has been producing professionally trained pilots since 1963 on campuses across the globe; and

WHEREAS, OSM Aviation Academy seeks to establish a new commercial airline pilot training base at Drake Field Airport; and

WHEREAS, this project repositions Drake Field Airport as one of the City's primary economic development assets, rather than solely a general aviation facility; and

WHEREAS, the proposed five-year term balances operational certainty with strategic flexibility and allows sufficient time for OSM Aviation Academy to establish and scale operations while ensuring the City retains the ability to reassess facility use, market conditions, and long-term airport strategy as Drake Field's role continues to expand.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Rawn to sign a five-year lease agreement with OSM Aviation Academy Ark LLC for the hangar located at 4578 South School Avenue for rent in the amount of $1,900.00 per month and approximately 3,026 square feet of office space in the Airport Terminal building at 4500 South School Avenue for rent in the amount of $3,782.50 per month, and further authorizes an office space rent offset until OSM recovers the cost of improvements to the office space as approved by the Airport Director.

City of Fayetteville Staff Review Form

2026-473

Item ID

3/17/2026

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Jared Rabren	2/23/2026	AIRPORT SERVICES (760)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff is recommending approval of a lease agreement between the City of Fayetteville and OSM Aviation Academy for facilities at Drake Field Airport.

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:

FAYETTEVILLE – DRAKE FIELD
LEASE AGREEMENT

This **LEASE AGREEMENT** made this _____ day of _____, 2026, by and between the City of Fayetteville, Arkansas, hereinafter called "City", and **OSM Aviation Academy Ark LLC**, an Arkansas limited liability company, hereinafter called "Lessee."

WHEREAS, City is the owner of an airport known as the Fayetteville Airport, Drake Field, herein referred to as the "Airport"; and

WHEREAS, City is the owner of office and hangar space at the Airport and Lessee desires to lease said office and hangar space.

NOW, THEREFORE, the parties, in consideration of the mutual covenants contained herein, hereby agree as follows:

1. **Leased Premises**: City leases to Lessee, and Lessee leases from City the following buildings or portions of buildings (collectively the "Leased Premises") described as:

- Corporate Hangar 4578 located at 4578 S. School Ave., Fayetteville, AR 72701.
- Approximately 3,026 square feet of office space in the Airport Terminal building at 4500 S. School Ave., Fayetteville, AR 72701.
    - Right of first refusal: Lessee shall also have the right of first refusal to lease any additional office space in the Airport Terminal building that directly abuts this space.

Parking adjacent to each facility shall be conveyed as part of the Agreement at no additional cost to Lessee. The Leased Premises are also shown and further described in the Leased Premises diagram attached to this Agreement as Exhibit A.

2. **Use of Common Airport Facilities**: Lessee is granted the use, in common with others similarly authorized, of the airport, together with all facilities, equipment, improvements, and services which have been, or may hereafter, be provided at, or in connection with the Airport from time to time including, but not limited to, the landing field, and any extensions hereof or additions thereto, roadways, runways, ramps, aprons, taxiways, flood lights, landing lights, beacons, control tower, signals, radio aids, and all other conveniences for flying, landings and take-offs.

3. **Ingress and Egress**: Lessee shall have at all times the full and free right in ingress to and egress from the Leased Premises and facilities referred to herein for Lessee, its employees, customers, passengers, guests, and other invitees. Such rights shall also extend to persons or organizations supplying materials or furnishing services to Lessee.

4. **Term**: Subject to earlier termination as hereinafter provided, the initial term of this agreement shall be for five (5) years commencing on the _____ day of _____, 2026 and ending on the _____day of _____, 2031. Lessee shall have the option to renew this agreement for one additional five (5) year term. This option may be exercised upon written notice from Lessee to the City at least ninety (90) days before the end of the initial term.

This Lease Agreement may be terminated by Lessee with a six (6) month written notice during either the initial term or renewal term. The City may terminate this agreement for convenience with a six (6) month written notice only during the renewal term.

Lessee shall, at the termination, surrender or forfeiture of this lease or any portion of this lease, return said Leased Premises in the same or better condition as they were at the beginning of the lease, normal wear and tear excepted.

5. **Rent**: Lessee agrees to pay the City for the use of the premises, facilities, rights, and privileges granted hereunder the following amounts:

- Corporate Hangar 4578: Base Rate of $1,900.00 per month, increased by 3% per year on the anniversary date of this Agreement.

- Airport Terminal Building 4500: Base Rent of $3,782.50 per month, adjusted 3% per year on the anniversary date of this Agreement, subject to the offset provisions below.
    - This Base Rent is calculated as $15 per sq. ft. per year, applied to 3,026 sq. ft and divided equally across 12 calendar months.
    - Rent Offsets: City agrees to credit Lessee for the actual cost of the Lessee-installed improvements within the existing space's footprint approved by the Airport Director in accordance with Section 9 below (the “Approved Improvement Cost”). Beginning on the commencement date of this Agreement, Lessee’s obligation to pay Base Rent shall be $0.00 until the total rent offsets applied equals the Approved Improvement Cost. After the Approved Improvement Cost has been fully credited, Lessee shall pay Base Rent in the full amount set forth in this Lease. The Rent Offset applies only to Base Rent for the Airport Terminal building and shall not apply to additional rent, operating expenses, taxes, insurance, utilities, late fees, or other amounts due under this Lease. The Base Rent will then increase by 3% on the anniversary date.

6. **City Responsibilities**: City shall maintain and keep in good repair so much of the Airport premises as are not under the exclusive control of Lessee.

7. **Cleaning**: Lessee shall provide for and supply at its expense all janitor service with respect to the Leased Premises.

8. **Utilities**: Lessee shall pay for all utilities associated with Corporate Hangar 4578. City provides electric, water/sewer, and gas utility services in the Airport Terminal. Any other utility costs including, but not limited to, internet service shall be paid by the Lessee.

9. **Improvements**: Lessee shall bear the cost of all improvements or additions made to the interior or exterior of the building(s) on the Leased Premises. No improvements or additions to any part of the Leased Premises shall be made by Lessee without the prior written approval of the Airport Director, whose consent will not be unreasonably withheld. Any signs or antennas to be erected on or attached to the Leased Premises must have the prior written approval of the Airport Director and shall conform to all City Ordinances.

Improvements outside of the existing footprint of Corporate Hangar 4578 including, but not limited to, building expansions or additions, shall be approved only by separate written agreement between Lessee and the City, which may take the form of an amendment to this Lease Agreement.

10. **Maintenance of the Leased Premises**: Lessee shall maintain the Leased Premises in a clean and orderly fashion at all times.

The City shall be responsible only for major maintenance of the existing equipment, i.e. replacement of heating unit and other equipment in place in the facility which includes: roof, hangar door motors, exterior walls, exterior plumbing, paved ramp and paved parking lot. The City agrees that if the roof or any part of the exterior walls or exterior plumbing of said building thereof shall become defective or damaged at any time during the term due to ordinary wear and tear and not due to negligence of Lessee, or Lessee's agents or invites, upon notice from Lessee, the City will immediately cause repairs to be made and restore the defective portions to good condition. If the damage is so extensive as to render such building untenantable, the rent payable hereunder shall be proportionally paid up to the time of such damage and shall thenceforth cease until such time as the premises shall be fully restored.

11. **Applicable Laws and Regulations**: Lessee agrees to observe and obey City's Ordinances and Regulations with respect to use of the Leased Premises and Airport; provided, however, such Ordinances and Regulations shall be consistent with safety and with all city, county, and state rules, regulations, including all current fire codes, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport, and provided further, such Ordinances and Regulations shall be consistent with the provisions of this agreement or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of Lessee's aircraft at the Airport.

"The Minimum Standards for Fayetteville Executive Airport, Drake Field" herein referred to as

Airport Minimum Standards are made part of this lease by reference as if included word for word.

12. **Lessee's Use of Leased Premises**: Lessee agrees that it shall use the Leased Premises for the implementation and conducting of an aeronautical business activity. Lessee agrees that it shall use the Leased Premises only for the storage of aeronautic materials and equipment necessarily related to the operation of said aeronautical business activity and that no other vehicles, equipment or supplies shall be stored on the Leased Premises unless expressly agreed to by the City. Lessee further agrees not to store any flammable material on the Leased Premises, other than a limited supply of oils and agents necessary for current aircraft maintenance and repair, or in any way endanger or violate the provisions of the City's standard commercially available property insurance policy or the requirements of same. Such violations shall constitute a material breach of this Agreement.

Lessee agrees that habitation of the hangar building or offices or any portion of the Leased Premises as a residence is prohibited.

13. **Hazardous Substance**: Lessee shall not cause or permit any Hazardous Substance to be used or stored on or in the Leased Premises without first obtaining the City's written consent. If hazardous Substances are used, stored, generated, or disposed of on or in the Leased Premises or if the Leased Premises or any other Airport property becomes contaminated in any manner for which Lessee is responsible or legally liable, Lessee shall indemnify and hold harmless the City, its officers, directors, agents, servants, and employees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, and without limitation, decrease in value of the Leased Premises, damages caused by loss or restriction of rentable or usable space as a part of the Leased Premises arising during or after the term hereof and arising as a result of that contamination by Lessee, Lessee agents, employees, and invitees. This indemnification includes, without limitation, all costs incurred because of any investigation of the Airport or any cleanup, removal, or restoration mandated by a federal, state, local agency or political subdivision.

14. **Insurance Requirements**: Lessee shall maintain in force during the Term and any extended term public liability and property damage insurance in comprehensive form as reasonably may be required by the City in this Agreement or the Airport Minimum Standards, or as required by the Airport Director. The insurance shall be issued by an insurer licensed to do business in the State of Arkansas.

Concurrent with the execution of this Agreement, Lessee shall provide proof of insurance coverage by providing a Certificate of Lessee's Insurance coverage, a copy of the declarations page on the insurance policy, and a copy of all endorsements. The Certificates of Insurance, or endorsements attached thereto, shall provide that; (a) insurance coverage shall not be canceled, changed in coverage, or reduced in limits without at least thirty (30) days prior written notice to the City: (b)

the City and the Airport and their trustees, agents, officers, servants, and employees are named as additional insured: (c) the policy shall be considered primary as regards to any other insurance coverage the City may possess, including any self-insured retention or deductible the City may have, and any other insurance coverage the City may possess shall be considered excess insurance only; (d) the limits of liability required therein are on an occurrence basis.

15. **Indemnification**: Lessee agrees to indemnify City against any and all liabilities, losses, suits, claims, judgments, fines, penalties, demands or expenses, including all reasonable costs for investigation and defense thereof, (including but not limited to attorney's fees, court costs, and expert fees, for injuries to persons or damage to property caused by Lessee use or occupancy of the Leased Premises; provided, however, that Lessee shall not be liable for any injury, damage or loss arising from the negligence of City or its agents or employees; and provided further, that each party shall give prompt and timely notice of any claim made or suit instituted which in any way directly or indirectly affects or might affect either party, and each party shall have the right to compromise and defend the same to the extent of its own interest. This clause shall not be construed to waive that tort immunity as set forth under Arkansas Law.

16. **Nondiscrimination**: Lessee agrees that it will not discriminate by segregation or otherwise against any person or persons because of race, creed, color, religion, national origin, sex, marital status, or handicap in the furnishing, or by refusing to furnish, to such persons the use of any facility, including any and all services, privileges, accommodations, and activities provided thereby. Nothing herein shall require the furnishing to the general public of the use of any facility customarily furnished by the City solely to tenants, their employees, customers, patients, clients, guests, and invites.

17. **Assigning, Subletting and Encumbering**: Lessee shall not assign this Agreement in whole or in part, nor sublease all or any part of the Leased Premises, nor permit other persons to occupy said Leased Premises or any part thereof, not grant any license or concession for all or any part of said Leased Premises, without the prior written consent of the City, which consent shall not be unreasonably withheld. Any consent by the City to an assignment or subletting of this Agreement shall not constitute a waiver of the necessity of obtaining that consent as to any subsequent assignment. Any assignment for the benefit of Lessee's creditors or otherwise by operation of law shall not be effective to transfer or assign Lessee's interest under this Agreement unless the City shall have first consented thereto in writing. Neither Lessee's interest in this Agreement, not any estate created hereby in Lessee nor any interest herein or therein, shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise by operation of law except as may specifically be provided in the Bankruptcy Code. If any of the corporate shares of stock of Lessee are transferred, or if any partnership interests of Lessee are transferred, by sale, assignment, bequest, inheritance, operation of law, or otherwise, so as to result in a change of the control, assets, value, ownership, or structure of Lessee, same shall be deemed an assignment for the purposes of this Section 16 and shall require the City's prior consent, and Lessee shall notify the

City of any such change or proposed change.

18. **Removal of Property Upon Expiration of Lease**: On the expiration or other termination of this lease Lessee**'s** right to use the Leased Premises shall cease, and Lessee shall vacate the Leased Premises without unreasonable delay. All property installed, erected, or placed by Lessee in, on, or about the Leased Premises, Lessee shall have the right at any time during the term of this agreement, or any renewal or extension hereof, and for an additional period of fourteen (14) days after the expiration or other termination of this agreement, to remove any or all of such property, subject, however, to Lessee**'s** obligation to repair all damage, if any, resulting from such removal. Any and all property not removed by Lessee prior to the expiration of the aforesaid fourteen (14) day period shall thereupon become a part of the land on which it is located, and title hereto shall thereupon vest in City.

19. **City Entry Into Leased Premises**: City may enter the Leased Premises to Lessee at any reasonable time for any purpose necessary or incidental to the performance of its obligations or Lessee**'**s obligations hereunder.

20. **Non-Waiver**: It is agreed that the failure of the City to invoke any of the available remedies under this lease or under law in the event of one or more breaches or defaults by Lessee under the lease shall not be construed as a waiver of such provisions and conditions and shall not prevent the City from invoking such remedies in the event of any future breach or default.

21. **Notice**: Any notice or consent required by this Agreement shall be sufficient if sent by mail or commercial delivery with proof of delivery to the following address:

CITY OF FAYETTEVILLE
Airport Administration Office
4500 S. School Avenue, Suite F
Fayetteville, Arkansas 72701
Phone: (479) 718-7642

LESSEE
OSM Aviation Academy
ATTN: Martin Floor
Peder Thomassons gate 12
4836 Arendal, Norway
+47 41 77 00 07

Notice may also be given by the City to OSM by mail or commercial delivery with proof of delivery to OSM's registered agent in the State of Arkansas, or by hand delivery to any employee on the Leased Premises.

22. **Choice of Law; Venue**: This agreement shall be construed under the laws of the State of Arkansas. Venue for any legal action shall be in Washington County, Arkansas.

23. All the covenants, conditions, and provisions under this agreement shall extend to and bind the legal representative, successors, and assigns of the respective parties hereof.

24. **Severability**: Each paragraph of this lease agreement is severable from all other paragraphs.

In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs will remain in full force and effect.

25. **Entire Agreement**: This lease agreement contains the entire agreement of both parties hereto, and no other oral or written agreement shall be binding on the parties hereto. This lease agreement supersedes all prior agreements, contracts and understandings of any kind between the parties relating to the subject matter hereof. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument

IN WITNESS WHEREOF, the parties have executed this Lease on the day and year written below.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Molly Rawn, Mayor

Date: _____

ATTEST

By: _____
Kara Paxton, City Clerk Treasurer

OSM AVIATION ACADEMY ARK LLC

By: _____

Printed Name: Antonio David Tur Estrada

Title: President

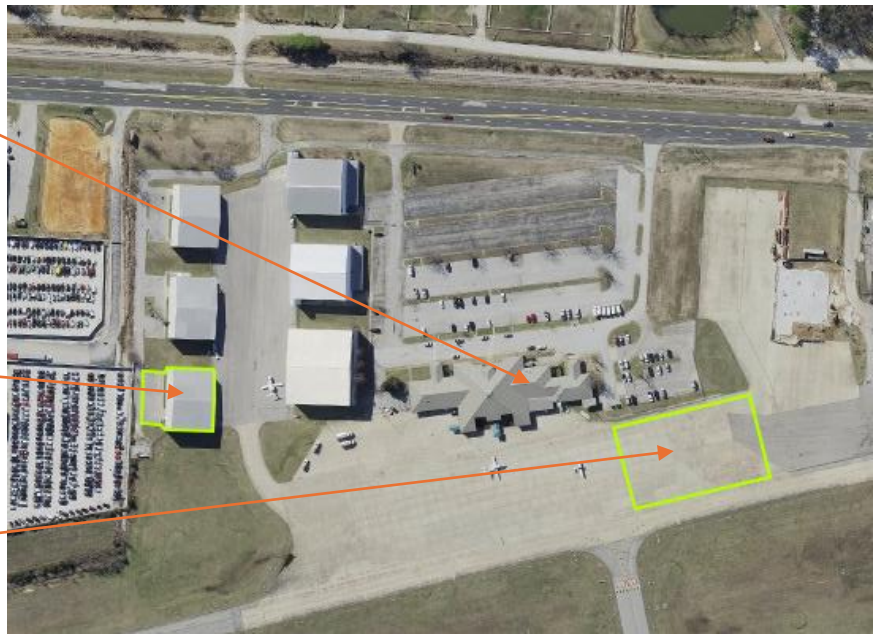
Date: 02/23/2026

Exhibit A
Leased Premises

3,026 sq. ft. of Office Space in Airport Terminal Building 4500
Physical Address: 4500 S School Avenue, Fayetteville, AR, 72701

Corporate Hangar 4578
Physical Address: 4578 S School Avenue, Fayetteville, AR, 72701

Ramp Space for OSM Use



Note: Drive lane must be maintained.

Strategic Impact Report: Establishing a Major Flight Training Base in Northwest Arkansas

Prepared by Martin Floor, CEO, OSM Aviation Academy
Date 11/18/2025

Executive Summary

OSM Aviation Academy (OSMAA) is a leading global flight training organization with established operations in Europe and a growing presence in the United States. OSMAA trains **Airline Ready® pilots** through structured, high-quality professional training programs, developing graduates who go directly into the commercial aviation workforce.

OSMAA is preparing to establish a major new training base in **Northwest Arkansas (NWA)**. This initiative will transition the bulk of global training production to the United States due to fair climate, operational efficiency, and long-term scalability. The NWA base will become the primary global center for OSMAA's training activities.

This development is strategically important for several reasons:

- It positions Northwest Arkansas as a national hub for aviation education and workforce development.
- It brings high-skill technical employment and long-term career pathways to the region.
- It strengthens Arkansas' role in transportation, mobility, logistics, and aerospace.
- It aligns with state economic goals for talent attraction and diversification beyond legacy sectors.

Following this strategic significance, the project also carries major economic value for the region.

Financial Highlights

- The Northwest Arkansas flight training base is projected to generate substantial annual economic value.
- 25-aircraft scale: **$25–$40 million** annual regional impact.
- 100-aircraft scale: **$90–$140 million** annual regional impact.
- Strong job creation, workforce development, and aviation cluster growth potential. **This report analyzes the projected economic, educational, and industrial impacts of establishing a major flight training base in** Northwest Arkansas (NWA).

This report quantifies how the establishment of a large-scale aviation training ecosystem will affect jobs, value creation, educational pathways, and long-term regional competitiveness.

NWA is one of the fastest-growing regions in the United States, anchored by Fortune 500 companies, a strong logistics cluster, and rapidly developing infrastructure. The region lacks a large-scale aviation training hub—positioning this project as a catalytic opportunity to diversify the region's economy, strengthen transportation readiness, and attract high-skill talent.

With staged fleet growth toward **25 aircraft by 2027** and long-term capacity planning for **up to 100 aircraft**, NWA has the potential to become one of the nation's most efficient centers for commercial pilot training.

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1. Introduction & Regional Context

Northwest Arkansas is strategically positioned for growth in aviation and aerospace-related sectors. Its unique advantages include: - A rapidly expanding population and workforce - Large corporate presence (Walmart, Tyson, J.B. Hunt) - Strong logistics and transportation ecosystem - Growing university and technical education capacity - Favorable year-round weather for flight training - Significant availability of developable land and airport-adjacent parcels

The establishment of a major flight training base aligns with the region's established focus areas: workforce development, innovation, mobility, and transportation capacity.

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2. Current Operational Baseline (2025)

Although current US training operations remain limited in scale, European training is established and provides a strong foundation for transitioning activity into the United States.

2.1 Student & Graduate Numbers (Current)

- Active students: **300**
- Graduates per year: **~150**

The US operation is expected to become the **primary production base**, enabling increased annual output and lower operating costs.

---

3. Expansion Plan for Northwest Arkansas

This project proposes the establishment of a **single major training base** in NWA capable of producing:

- **200 graduates** annually with a fleet of **25 aircraft**
- Up to **700 graduates annually** in a future stage with **100 aircraft** (timeline flexible)

3.1 Fleet Ramp-Up Timeline

- **Mid-2026:** 2–4 aircraft (10–15 FTEs)
- **End of 2026:** 10 aircraft (30–40 FTEs)
- **End of 2027:** 25 aircraft
- **Long-term potential:** 100 aircraft

---

4. Economic Impact (NWA Region)

The economic analysis incorporates:

- Direct effects: jobs and value creation within the flight school
- Indirect effects: supplier purchases (maintenance, fuel, logistics, food, housing)
- Induced effects: spending by students and staff in the region

Using a conservative modeling, outcomes are as follows:

4.1 Direct Employment Impact

Initial FTEs in the region will include:

- Flight instructors
- Operations and dispatch
- Maintenance and technical personnel
- Administrative and management roles
- Student support and services

Estimated direct jobs (using proxy values from OSMAA European operations):

Stage	Aircraft	Direct FTEs	No. of Students
#1 (2026)	4-10	20 - 30	60-100
#2 (2027-2028)	10-25	40 - 50	150-200
#3 (Long-term)	100	250 - 300	750-1000

4.2 Indirect & Induced Impacts

Using conservative economic multipliers:

- Every **1 direct aviation job** typically supports **1,5 – 2,3 additional jobs** in the region.
- Students relocating to NWA contribute substantially to rental markets, transportation demand, and local commerce.

Approximate job impacts:

Stage	Direct	Indirect	Induced	Total
25-aircraft scale	100	120–150	80–100	**300–350**
100-aircraft scale	275	350–400	250–300	**850–1,000**

These estimates place the facility among the **largest aviation-related job engines in the NWA region**.

---

5. Economic Impact (Expanded Modeling)

5.1 Economic Value Creation Model

The model incorporates direct, indirect, and induced effects.

Table 1: Student Throughput Scenarios

Scale	Aircraft	Annual Students
Baseline	4	40–60
Growth Phase	10	120–150
Primary Model	25	**200-250**
Long-Term Potential	100	**700-1000**

Table 2: Estimated Annual Economic Impact

Scale	**Impact** Conservative Scenario **(USD)**	Impact High-Localization Scenario (**USD**)
25 aircraft	**$25–$40 million**	**$40–$65 million**
100 aircraft	**$90–$140 million**	**$130–$180+ million**

Table 3: Job Impact

Scale	Direct FTE	Indirect FTE	Induced FTE	Total
4 aircraft	10–15	10–20	6–12	26–47
10 aircraft	30–40	35–45	25–35	90–120
25 aircraft	80–100	70–90	40–60	210–250
100 aircraft	250–300	250–300	150–200	**650–775**

5.2 Additional Regional Effects

- Significant housing, services, and transportation demand uplift.
- Strengthening of aviation suppliers: MRO, avionics, fueling, logistics.
- Strong alignment with University of Arkansas and NWACC.

5.3 Relevance to AEDC

This project supports Arkansas' core economic priorities:

- High-value workforce development
- Diversification beyond retail/logistics
- International talent attraction
- Increased statewide transportation capacity Regional Economic Value Creation

5.4 Long-Term Aviation Cluster Development

The NWA training base creates the foundation for a broader **aviation and aerospace cluster**, including:

- Technician and A&P training pathways
- Avionics and engineering support functions

- Simulator centers
- Drone and advanced air mobility programs
- University partnerships (University of Arkansas, NWACC)

The potential parallels the Walton-backed development of the cycling and outdoor recreation industry—but applied to aviation.

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6. Educational & Workforce Effects

6.1 Creation of a Regional Aviation Education Pipeline

NWA lacks a major aviation training institution today. The proposed base creates:

- Direct pathways into high-demand pilot careers
- Opportunities for local youth to pursue aviation without leaving the region
- Collaboration with local colleges for theory instruction
- STEM and technical enrichment for high schools

6.2 Attraction of Highly Skilled Talent

Training centers attract flight instructors, pilots, technicians, and aviation professionals—**many of whom choose to settle long-term**.

---

7. Infrastructure Needs & Timeline

Key infrastructure elements required:

- Hangars (scaled over time)
- Simulator facilities
- Student housing (public-private partnerships supportive)
- Fueling and maintenance support
- Efficient permitting and construction timeline

Planned build-out:

Phase 1 (2026): temporary maintenance facility and operations building, 2–4, growing to 10 aircraft

Phase 2 (2027-2028): full academic facility and maintenance hangars, growing to 25 aircraft

Phase 3 (long-term): expansion to up to 100 aircraft

---

8. Risks and Mitigations

8.1 Cash Flow & Investment Timing

- Aircraft purchases require consistent student inflow
- Mitigation: phased scaling, leasing options, diversified markets

8.2 Construction & Regional Permitting

- Timelines must align with fleet expansion
- Mitigation: early local engagement, EDA funding, workforce and training grants

---

9. Conclusions: Why Northwest Arkansas Wins

The NWA region offers a powerful combination of logistical excellence, growth momentum, and educational expansion potential. A large-scale flight training base becomes a catalytic project for regional development by:

- Anchoring high-skilled local workforce and technical employment
- Creating an educational pathway for local youth
- Strengthening the region's role in national mobility and transportation
- Attracting international and out-of-state talent
- Diversifying the economic base beyond retail/logistics

With a long-term capacity toward 100 aircraft and 1,000 annual graduates, this project has the potential to become one of **the most significant aviation training hubs in the United States** and a defining addition to the Northwest Arkansas economic landscape.

Appendices

(To be expanded based on stakeholder feedback)

A. Detailed economic multipliers

B. Land and airport parcel analysis (NWA airports)

C. Long-term student housing demand modeling

D. Infrastructure layout concepts

E. Workforce pipeline planning

Additional Information Received

Date Received: MM/DD/YYYY	03/10/2026
Time: 00:00 (AM/PM)	4:27PM
From: Name & Title	Devin Howland, Director of Economic Development
To: Name & Title	City Council
Agenda Meeting Date: MM/DD/YYYY	03/10/2026
Civic Clerk Number: Ex. 2025-994	2026-473
Forwarded to City Attorney's Office and Department Head	N/A

City Council Briefing: OSM Aviation Academy Lease Agreement

Economic Development Project Information:

This lease supports the establishment of a commercial airline pilot training school at Drake Field Airport, transitioning a significant portion of OSM Aviation Academy's global training operations to the United States. OSM Aviation Academy is a globally recognized provider, founded in 1963 and headquartered in Arendal, Norway, with international operations and an 89 percent graduate job placement rate aligned with global airline demand. The operation is designed to scale through a phased growth model beginning in Q2 2026.

Why This is a Strategic Economic Development Win for Fayetteville:

This project elevates Drake Field Airport into a primary economic development asset while anchoring a globally recognized commercial aviation operator in South Fayetteville. It creates sustained daytime activity and international visibility, establishes new high-skill workforce pathways for local residents, and lays the foundation for future commercial aviation sectors, including aircraft maintenance and technical training. Collectively, the project reinforces that Fayetteville is open for business and competitive in securing transformational economic development opportunities.

Phased Growth and Economic Impact:

	Q4 2026	Q4 2027	Long-Term Potential
Number of Commercial Training Aircraft	10	25	100
Number of Annual Students	90	192	700
Estimated Annual Economic Impact*		$25 million- $40 million	$90 million- $140 million
Estimated Employee Counts*	30-40	80-100	250-300

**Third-Party Economic Modeling provided by OSM Aviation Academy.*

Direct Revenue to Drake Field:

Direct Revenue Estimates Across a Five-Year Term		
Net Revenue from Fuel Sales	**Hangar Facilities**	**Terminal Office Facilities**
$515,000 at 25 aircraft	$121,048	$240,981.67
**Assumes no growth in fleet above 25 aircraft*	*$1,900 per month, 3% annual increase*	*Rent payments on the 3,026 sq. ft. of space will not begin until OSM has recaptured their Airport Director approved tenant improvements in this space. 3% annual increase.*

Lease Terms:

Term	Facilities	Rent	Private Investment	City Protections
Five-year lease with one five-year renewal option.	Corporate Hangar 4578 3,026 sq. ft. of office in Drake Field Terminal.	Hangar: $1,900 with annual escalation. Office: $15 per sq ft, temporary rent offset during tenant funded improvements.	All tenant improvements are fully funded by OSM.	Standard lease provisions, insurance, maintenance responsibilities, FAA compliance.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-475

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH:

FROM: Tad Scott, Deputy Chief

SUBJECT: **Police Department Policies**

RECOMMENDATION:
Staff recommends the approval of a resolution amending Fayetteville Police Department Policies 41.3.8 Body-Worn Camera & Digital Mobile Video Recorders, and 52.1.1 Office of Professional Standards (OPS)

BACKGROUND:
The Fayetteville Police Department is currently in the process of reviewing and updating policies to make necessary changes and to meet new protocols.

DISCUSSION:
Fayetteville Police Policy 41.3.8 Body-Worn Camera & Digital Mobile Video Recorders is an existing policy that contains changes, including changing "officers" to "sworn personnel" to match CALEA standard language, and updates to conform to current practices. Fayetteville Police Policy 52.1.1 Office of Professional Standards (OPS) is an existing policy that contains changes to meet updated practices and state statutes.

BUDGET/STAFF IMPACT:
These policies will not have any impact on the budget or staff at this time.

ATTACHMENTS: 3. Staff Review Form, 4. Staff Memo, 5. 41.3.8 Body-Worn Camera & Digital Mobile Video Recorder, 6. 52.1.1 Office of Professional Standards

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

File #: 2026-475

A RESOLUTION TO APPROVE AMENDMENTS TO FAYETTEVILLE POLICE DEPARTMENT POLICIES 41.3.8 BODY WORN CAMERA & DIGITAL MOBILE VIDEO RECORDERS AND 52.1.1 OFFICE OF PROFESSIONAL STANDARDS

WHEREAS, the Police Department is currently in the process of reviewing and updating policies to make necessary changes and to meet new protocols.

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 approves amendments to Fayetteville Police Department policies 41.3.8 Body Worn Camera & Digital Mobile Video Recorders and 52.1.1 Office of Professional Standards.

City of Fayetteville Staff Review Form

2026-475

Item ID

3/17/2026

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

Mike Reynolds	2/24/2026	POLICE (200)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

Staff recommends the approval of a resolution amending Fayetteville Police Department policies 41.3.8 Body-Worn Camera & Digital Mobile Video Recorders and 52.1.1 Office of Professional Standards (OPS).

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:

CITY OF
FAYETTEVILLE
ARKANSAS

STAFF MEMO

TO: Molly Rawn, Mayor

FROM: Tad Scott, Deputy Chief of Police

DATE: February 24, 2026

SUBJECT: **Police Department Policies**

RECOMMENDATION:

Staff recommends the approval of a resolution amending Fayetteville Police Department policies 41.3.8 Body-Worn Camera & Digital Mobile Video Recorders and 52.1.1 Office of Professional Standards (OPS).

BACKGROUND:

The Fayetteville Police Department is currently in the process of reviewing and updating policies to make necessary changes and to meet new protocols.

DISCUSSION:

Fayetteville Police Policy 41.3.8 Body-Worn Camera & Digital Mobile Video Recorders is an existing policy that contains changes, including changing "officers" to "sworn personnel" to match CALEA standard language, and updates to conform to current practices. Fayetteville Police Policy 52.1.1 Office of Professional Standards (OPS) is an existing policy that contains changes to meet updated practices and state statutes.

BUDGET/STAFF IMPACT:

These policies will not have any impact on budget or staff at this time.

Attachments:

SRF 2026-475, Staff Memo, Fayetteville Police Department Polices for March 17, 2026 Meeting.

POLICIES, PROCEDURES, AND RULES

Subject: 41.3.8 Body-Worn Camera & Digital Mobile Video Recorders ~~41.3.8~~	**Effective Date:** ~~October 23, 2020~~
Reference: FPD 1.2.2, FPD Video12.1.1, 22.3, FPD 26.1.1, FPD 41.3.5, FPD 53.1, 54.1.1, and GO # 22	Version: ~~3~~ 4
CALEA: 17.5.2, 41.3.8, 41.3.10, 53.1.1NT	No. Pages: ~~8~~

I. PURPOSE

The purpose of this policy is to provide ~~officers~~ sworn personnel with guidelines on the use and management of body-worn cameras (BWCs) and Digital Mobile Video Recorders (DMVRs). At times, ~~body-worn cameras~~ BWCs and DMVRs may document the audio/video of ~~a police officer's~~ sworn personnel's investigative and enforcement activities. The use of ~~body-worn cameras~~ BWCs and DMVRs ~~are~~ is expected to promote officer safety, strengthen police accountability, create a greater operational transparency, provide for more effective prosecution, and improve protection against false allegations of excessive use of force, misconduct, or unlawful or improper biased-based profiling/policing while protecting civil liberties and privacy interests [CALEA 41.3.8 a.].

II. POLICY

It is the policy of ~~this department~~ the Fayetteville Police Department (FPD) that ~~officers~~ BWCs and DMVRs shall be used to record video and audio of interactions, in their entirety, that occur between sworn personnel and the public. Uniformed sworn personnel shall activate ~~the body-worn camera~~ BWCs and DMVRs during enforcement activities or public interactions specified by this policy. While all sworn personnel are issued BWCs, only those working in a uniformed capacity or under direct assignment to do so are required to wear or activate BWCs. Non-uniformed sworn personnel are not required to wear or activate BWCs during routine assignments unless specifically directed to do so, or when assigned to uniformed duties such as special events or temporary assignments. Unless otherwise specified, references to "sworn personnel" throughout this policy refer to those working in a uniformed capacity or acting under a specific directive to deploy BWC and/or DMVR equipment.

All video/audio recordings captured by BWC or DMVR systems are the sole property of the FPD. These recordings shall not be duplicated, shared, or used

without explicit authorization from the department as specified in this policy. ~~when such use is~~ The use of BWC and DMVR equipment shall be used appropriately ~~to~~ in the proper performance of ~~his/her~~ sworn personnel's official duties, and ~~where the recordings are~~ be consistent with this policy and state law. This policy does not govern the use of recording devices used in undercover operations or Office of Professional Standards (OPS) investigations.

A. **Use of Equipment**

1. The department-issued ~~body-worn camera~~ BWCs and DMVRs ~~is~~ are authorized for use in the course and scope of official duties as set forth in this policy.

2. The Chief of Police or his/her designee ~~will~~ shall select which ~~body-worn camera~~ BWCs and DMVRs shall be used by the police department.

3. ~~Body-worn camera~~ BWC equipment shall be issued to all sworn personnel; however, in instances of limited availability, priority shall be given to sworn personnel assigned to patrol and operational enforcement duties. Administrative personnel may be temporarily unassigned a BWC at the discretion of the Operations Support Division Captain to ensure operational readiness.

4. All marked patrol vehicles assigned to operational enforcement functions shall be equipped with departmentally issued DMVRs. Vehicles not routinely used for traffic stops or enforcement actions, such as those assigned to School Resource Officers (SROs) or the Community Oriented Policing (COP) Unit, may be exempt from this requirement, with approval from the Operations Support Division Captain.

5. ~~Officers~~ Sworn personnel shall only use departmentally ~~approved~~ issued ~~body-worn cameras~~ BWCs and DMVRs.

6. Sworn personnel wearing a Class "A" or "B" uniform as defined in ~~Fayetteville Police Policy~~ FPD 41.3.5 (Grooming and Uniform Requirements) and personnel assigned to motorcycle ~~patrol and~~ or bicycle patrol are required to wear ~~the~~ a ~~body-worn camera~~ BWC unless approved by a supervisor.

    a. There may be exceptional circumstances during call-out deployments ~~and~~ or when ~~officers~~ sworn personnel are in uniform while off-duty or on-duty, and there is need to take law enforcement action without having access to a ~~body-worn camera~~ BWC and/or DMVR. When practical, ~~officers~~ sworn personnel shall obtain authorization from a department supervisor before taking law enforcement action without ~~wearing~~ a ~~body-worn camera~~ BWC and/or DMVR. Examples of these circumstances include, but are not limited to:

        (1) Off-duty ~~officers~~ sworn personnel traveling to and from the police department after or before their assigned shift.

(2) All deployments requiring immediate response.
(3) Critical incidents when no ~~other~~ functioning ~~body-worn cameras~~ BWCs and/or DMVRs are available.

7. While working extra duty employment as defined in ~~Fayetteville Police~~ FPD Policy 22.3 (Secondary Employment) and wearing a Class "A" or "B," motorcycle, or bicycle uniform, sworn personnel shall wear a ~~body-worn camera~~ BWC. ~~Officers~~ Sworn personnel shall ensure the camera is fully charged and ready for use when returning to duty.

8. The ~~Administration~~ Operations Support Division Captain or his/her designee shall maintain a record of assignment for each ~~body-worn camera~~ BWC and DMVR [CALEA 17.5.2].

9. ~~The body-worn camera~~ BWCs shall be worn near the center of the officer's torso at approximately chest height. Considerations such as an officer's uniform limitations, height, and/or body type may necessitate a slight off-center placement of their ~~body-worn camera~~ BWC to obtain the best field of view.

10. DMVR equipment shall be positioned and calibrated in each marked patrol vehicle to provide optimal capture of vehicle stops and front-view interactions.

11. ~~The body-worn camera~~ BWC and DMVR equipment and all data, images, video, and metadata captured, recorded, or otherwise produced by the equipment are the sole property of the ~~agency~~ FPD.

B. **Training** [CALEA 41.3.8 f.]

1. Prior to the issuance or use of ~~body-worn cameras~~ BWCs and/or DMVRs, all sworn personnel ~~must~~ shall complete department approved training and demonstrate proficiency in the operation and care of ~~the camera~~ each device. This training ~~will~~ shall include mandatory, permissible, and prohibited uses of ~~the body-worn camera~~ BWCs and DMVRs.

2. Additional training may be required for users and supervisors every three years, or as needed, to ensure the continued effective use and operation of the equipment, ~~or~~ adherence to policy revisions~~.~~, or after any significant changes to operating systems or procedures.

3. Supervisors shall receive additional training specific to the review, documentation, and oversight responsibilities associated with BWCs and DMVRs.

4. Training shall include instruction on equipment operation, proper positioning, troubleshooting, storage procedures, legal considerations, privacy protections, and procedures for downloading, tagging, and categorizing recordings.

5. The Training ~~Division~~ Unit ~~will~~ shall maintain a record of all BWC and DMVR training as required by this policy.

C. **Set up, Maintenance, and Data Upload** [CALEA 41.3.8 d., e]

1. ~~Assigned body-worn camera~~ BWC and DMVR equipment is the responsibility of the individual officer and ~~will~~ shall be used with reasonable care to ensure proper functioning.

2. ~~Officers~~ Sworn personnel shall inspect and test the ~~body-worn camera~~ BWC and DMVR prior to each shift ~~in order~~ to ensure ~~it~~ both ~~is~~ are operational, and the BWC battery is fully charged.

3. Sworn personnel assigned to a patrol shift shall perform their BWC and DMVR test and vehicle inspection while assigned to the daily patrol briefing call. This policy recognizes there are circumstances in which sworn personnel may not be assigned to briefing, may be diverted due to operational needs, or may be assigned to specialized units that do not attend patrol briefing. In all such cases, sworn personnel are still required to perform the BWC and DMVR (if applicable) test. The test shall include the following steps:
   a. Upon entering the patrol vehicle and starting the engine, verify that the primary and secondary LEDs on the Axon Fleet 3 system are rapidly blinking green, indicating the system is powering on. The LEDs will turn solid green once the system is fully booted.
   b. Log in to the Axon Fleet Dashboard using department credentials.
   c. Select "Add Device" in the settings menu to connect the Axon Body 4 camera to the Axon Fleet system.
   d. Activate the vehicle's emergency warning devices (lights and siren) as part of the standard vehicle inspection procedure.
   e. While the emergency warning devices are activated, confirm that:
      (1) The Axon Fleet 3 LEDs and the Axon Body 4 LED are blinking red, indicating both systems are actively recording.
      (2) The Axon Fleet Dashboard displays a red "Record" tab, confirming video capture is in progress.
   f. Observe the live feed on the Axon Fleet Dashboard to ensure all connected cameras (front, rear, and internal if applicable) are functioning and recording properly.
   g. To stop the recording, press the primary and secondary buttons on the Axon Fleet 3 system simultaneously until the lights return to solid green. The Axon Body 4 camera should return to a blinking green status, indicating standby mode.
   h. Navigate to the "Videos" tab on the Axon Fleet Dashboard and review the recently recorded video to confirm successful capture.

i. If the officer is still assigned to the daily patrol briefing incident number, only one recording must be categorized. The system will automatically associate all related videos with the incident number and category.

j. Using the Axon Fleet Dashboard or the Axon view mobile application, the officer shall:

(1) Tag the test video with the briefing incident number, and
(2) Categorize the video as "BWC Test."

k. If the officer is not currently assigned to the briefing incident number, he/she shall manually tag the video using the Axon Fleet Dashboard or Axon View mobile application with the correct incident number and "BWC Test" category.

l. Sworn personnel who are diverted from briefing due to immediate operational needs, such as responding to a priority call or assisting the outgoing shift, are exempt from this procedure at the time of the diversion. Sworn personnel shall complete the BWC equipment check and vehicle inspection as soon as practical, and categorize the recording under the most appropriate briefing.

4. ~~Officers~~ Sworn personnel shall notify their supervisor immediately of any problems or malfunctions. The supervisor ~~will~~ shall ~~make the determination~~ determine if the ~~body-worn camera~~ equipment should be removed from service and a temporary replacement issued.

5. If a ~~body-worn camera~~ BWC or DMVR is damaged, lost, or stolen, the officer shall submit a memorandum through the chain of command.

6. The ~~Administrative Lieutenant~~ Office of Professional Standards (OPS)/Development Lieutenant ~~will~~ shall track damaged, lost, or stolen equipment.

7. The Chief of Police or his/her designee ~~will~~ shall assign peripheral supervisory assignments for the ~~body-worn camera~~ BWC and DMVR program. Department supervisors who have been assigned this primary or secondary responsibility shall ensure all cameras and related equipment are in a state of operational readiness.

8. At the end of shift or secondary employment, ~~officers~~ sworn personnel shall place the ~~body-worn camera~~ BWC into a docking station for upload of data. This will allow evidence to be transferred from the system to the video management solution and for the battery to be charged. The ~~body-worn camera~~ BWC should not ordinarily be removed from the dock until data has been uploaded and the battery is fully charged [CALEA 41.3.8 d].

9. Sworn personnel are authorized to place their BWC into Sleep Mode, a low-power standby mode that disables recording and buffering, only while inside

department buildings (including substations and annex locations), in buildings where a reasonable expectation of privacy exists (such as attorney offices, court buildings, and other law enforcement agencies), and during meal breaks or other periods of inactivity when no enforcement action is anticipated. Sleep Mode shall not be used while operating a police vehicle or when engaged in any activity where law enforcement action may be reasonably expected. Sworn personnel are responsible for ensuring the BWC is returned to active status upon exiting the authorized location or before engaging in any law enforcement activity.

D. **Activation of ~~the~~ Body-worn Cameras and Digital Mobile Video Recorders** [CALEA 41.3.8 b.]

1. When possible, ~~officers~~ sworn personnel shall activate their ~~body-worn camera~~ BWC and DMVR to record all contacts with citizens in the performance of official duties.
2. If asked, ~~the officer will~~ sworn personnel shall inform the person they are being recorded.
3. ~~Body-worn cameras~~ Sworn personnel shall activate their BWC and DMVR (if applicable) ~~shall be activated~~ in the following circumstances.
   a. Detentions and arrests;
   b. Statements made by suspects;
   c. Consensual encounters;
   d. Traffic and pedestrian stops;
   e. K9 deployments;
   f. Emergency Response Team Deployments;
   g. Foot pursuits;
   h. Use of force;
   i. When serving an arrest or search warrant;
   j. Conducting any of the following searches on a person or property:

      (1) Incident to arrest;
      (2) Cursory;
      (3) Probable cause;
      (4) Probation/Parole; or
      (5) Vehicles.

   k. Search by consent: ~~Officers will~~ Sworn personnel shall follow established procedures as defined in Fayetteville Police Policy 1.2.2 (Warrantless Detention, Search and Seizure).

      (1) Prior to conducting a consensual search, ~~an officer~~ sworn personnel shall verify the ~~body-worn camera~~ BWC or DMVR (if applicable) is activated and recording. Permission to search shall be recorded by the officer before any search takes place.
      (2) If the subject granting consent limits the scope of the search by requesting deactivation of the ~~body-worn camera~~ BWC, the officer may

honor the request and proceed within the scope of the search. The request for de-activation shall be recorded.

l. Transportation of arrestees or detainees;
m. During any citizen encounter that becomes hostile;
n. Any situation where the officer determines recording would be valuable for evidentiary purposes;
o. When directed by a supervisor;

4. Automatic BWC and DMVR Activation: DMVR systems automatically activate during the following events:
   a. Activation of vehicle emergency warning devices;
   b. Police vehicle collisions;
   c. Exceeding a preset speed threshold;
   d. Accessing the patrol vehicle's weapon rack.

5. Activation of the DMVR system will also automatically trigger activation of the assigned BWC, provided the BWC is powered on and not in Sleep Mode. As outlined in this policy, BWCs shall not be placed in Sleep Mode while in a patrol vehicle.

6. Each department-issued holster is equipped with a Signal Sidearm device that detects the drawing of the officer's handgun. When a firearm is drawn and the BWC is powered on, the Signal Sidearm device will automatically activate the officer's BWC. This activation may also trigger other BWCs in the area to activate. In such cases, the audit trail for the recording will indicate the source of the activation.

7. The activation of a department-issued Conducted Energy Weapon (CEW) will automatically activate the officer's BWC if it is powered on. This activation may also trigger other BWCs in the area to activate. The audit trail associated with the video file will reflect that the activation occurred due to a CEW activation.

8. If a BWC is unintentionally activated by a nearby officer's Signal Sidearm device or CEW activation, and no recording is necessary, the affected officer may press and quickly release the select button on the side of the BWC within ten (10) seconds of activation to stop the video and categorize the file as an accidental activation.

9. Once ~~the body-worn camera is~~ activated, BWCs and DMVRs ~~it~~ shall not be intentionally turned off until the event is completed, unless authorized by policy. If deactivation is necessary (e.g., for privacy concerns or non-enforcement activity), the justification shall be recorded prior to deactivation.

10. ~~Officers~~ Sworn personnel shall document any failure to activate, partial recordings, or malfunctions of their BWC or DMVR. This documentation shall be included in the Computer Aided Dispatch (CAD) incident narrative (if no

case report exists), the case report, or as a note on the warning or citation issued. ~~if he or she fails to activate, fails to record the entire contact, or the body-worn camera BWC malfunctions.~~

11. Whenever an officer records an incident or any portion of an incident, which that officer reasonably believes will lead to a citizen complaint, the officer ~~will~~ shall notify his/her supervisor before the end of his/her shift.

E. **Operational Restrictions** [CALEA 41.3.8 b]

1. The ~~body-worn camera~~ BWC and DMVR shall only be used in conjunction with official law enforcement duties.
   a. These ~~body-worn camera~~ ~~will~~ systems shall not be intentionally activated to record fellow employees without their consent during non-enforcement related activities.
   b. Intentional recordings of confidential informants and undercover officers are prohibited unless authorized by a supervisor.
2. ~~Officers~~ Sworn personnel shall not modify, dismantle, or attempt to make repairs to ~~body-worn cameras~~ BWCs or DMVRs.
3. ~~Body-worn cameras~~ BWCs and DMVRs shall not be used for non-work related activities.
4. Sworn personnel shall not intentionally obscure the view of the BWC or DMVR or otherwise interfere with the ability to accurately capture an incident, unless there is a legitimate and articulable reason for doing so.
5. The BWC and DMVR shall not be used to record in places where a reasonable expectation of privacy exists (e.g., restrooms, locker rooms, private residences) unless there is a lawful, duty-related circumstance that justifies such a recording as part of an active investigation or enforcement action.

F. **Deactivation/Non-Activation/Muting of the Body-worn Camera and Digital Mobile Video Recorder** [CALEA 41.3.8 b]

1. ~~Officers will~~ Sworn personnel shall only deactivate or not activate the ~~body-worn camera~~ BWC and DMVR during an incident when authorized by policy.
2. ~~Officers~~ Sworn personnel shall properly document the reason for deactivation by entering an audio explanation prior to deactivation and including the reason in the CAD incident narrative or case report.
3. ~~Officers~~ Sworn personnel have discretion on deactivating the ~~body-worn camera~~ BWC and/or DMVR under the following circumstances:
   a. ~~In places where reasonable expectations of privacy exist (i.e. bathrooms, dressing rooms, locker rooms, etc.).~~
   b. No strip or body cavity searches ~~will~~ shall be recorded.
   c. When at a crime scene, the ~~body-worn camera~~ BWC and/ or DMVR may be manually deactivated when the scene is no longer active, and the deactivation is approved by a department supervisor.
   d. ~~Officers~~ Sworn personnel may deactivate or not activate the ~~body-worn camera~~ BWC and/or DMVR when dealing with reluctant witnesses or victims.

e. Upon approval from any supervisor.

4. ~~When discussing sensitive tactical or law enforcement information away from citizens, or when obtaining confidential information, officers can utilize the mute function on the body-worn camera.~~ ~~Sworn personnel shall not use the mute function on their BWC. The mute function has been administratively disabled. Sworn personnel shall not attempt to circumvent or reactivate this function under any circumstances.~~
5. Other deactivations / non-activations may occur when: ~~officers~~
   a. Sworn personnel experience equipment malfunctions; or
   b. ~~when officers~~ Sworn personnel do not have a reasonable amount of time to activate their ~~body-worn cameras~~ BWC or DMVR prior to a rapidly evolving situation.
   c. ~~In places where reasonable expectations of privacy exist (i.e. bathrooms, dressing rooms, locker rooms, etc.).~~

G. **Documentation, Categories, and Retention of Body-Worn Camera and Digital Mobile Video Recorder Videos** [CALEA 41.3.8 c., d.]

1. The ~~Fayetteville Police Department~~ FPD utilizes video management solution software that exports information from our ~~computer aided dispatch (~~CAD~~)~~ and records management system (RMS). Once the video has been automatically tagged by system integration, it shall be the ~~officers'~~ responsibility of sworn personnel to ~~check and~~ verify data files are categorized correctly. This verification shall occur before the end of the next shift and includes the ~~with the~~ following ~~information~~ actions:
   a. ~~By v~~Verifying the ~~case number within the~~ CASE ID field ~~associated with the file is~~ contains the correct incident number;
   b. ~~By v~~Verifying a title in the TITLE field~~. The title should~~ includes sufficient information to identify the file;
   c. ~~By v~~Verifying the appropriate CATEGORY of the video has been selected to establish retention.
2. If automatic integration fails to populate required fields, sworn personnel shall manually input the appropriate incident number, title, and category into the video file using the Axon Evidence.com dashboard or the Axon View mobile application.
3. Sworn personnel shall not delete, alter, or tamper with any recorded video under any circumstances. All deletion requests shall be processed through the official Axon system and are subject to administrative approval and audit designated by system administrators.
4. Supervisors may periodically audit BWC and DMVR videos under their command to ensure video files are properly categorized and retained in accordance with department policy.
5. The Operations Support Division Captain or his/her designee shall ensure system compliance with the retention requirements outlined below. This includes routine checks for uncategorized videos, system errors, and misfiled recordings.

6. Categories and associated retention rates as implemented by system administrator:
   a. BWC Tests (90 days): This category is only for documenting the inspection and test of the ~~body-worn camera~~ BWC and DMVR. ~~Employees~~ Sworn personnel are required to manually tag these videos.
   b. Uncategorized (Indefinite): This is a default category for ~~body-worn camera~~ BWC videos that are not categorized by the integration with the ~~computer-aided dispatching / record management system~~ CAD or RMS.
   c. No action (270 days): Incidents that do not result in police action, circumstances with no known criminal offense, or minor incidents where prosecution is not required.
   d. Training (90 days): This category is only for practical training exercises that need to be kept and documented for department training.
   e. Misdemeanor (4 years): All misdemeanor criminal investigations, reports and arrests and traffic citations.
   f. Death Investigation (7 years): All death investigations not categorized as homicides. Employees should document all death investigations in this category. Criminal Investigation Division (CID) supervisors ~~will~~ shall be responsible for tagging the videos in another category if appropriate.
   g. Felony (7 years): All felony criminal investigations, reports, and arrests.
   h. Permanent (Permanent): Officer involved shootings, homicides, and crimes of violence as defined by A.C.A. § 5-42-203. ~~Supervisors in the Criminal Investigation Division~~ CID supervisors and Administration ~~will~~ shall manually tag the officer involved shooting and homicide videos.
   i. Restricted (Indefinite): Videos under administrative review. The ~~Administrative~~ Office of Professional Standards (OPS)/Development Lieutenant ~~will~~ shall manage videos in this category.

H. **Accidental Recordings** [CALEA 41.3.8 c.,d.]

1. Requests for deletion of accidental recordings ~~must~~ shall be submitted in writing and approved by Chief of Police or his/her designee.
2. The ~~Administration~~ Operations Support Division Captain or his/her designee shall ensure the recording is removed from video management solutions.
3. All requests and final decisions shall be kept on file with the ~~Administration~~ Operations Support Division Captain for a period of 3 years.

I. **Recording Control and Management** [CALEA 41.3.8 c., 41.3.10 a.,b.,c.,d.]

1. All ~~body-worn camera~~ BWC and DMVR videos ~~have~~ include a 30 second pre-event buffer~~.~~. The buffer captures video only (audio files will not be available) beginning 30 seconds prior to manual or automatic activation of the device. ~~which means the video of the incident is captured 30 seconds prior to the activation of the camera.~~

2. All BWC and DMVR recordings are considered official department records and shall be stored in the department's designated video management solution (Evidence.com).
3. In rare cases where DMVR video cannot be automatically uploaded to Evidence.com, a supervisor may be required to remove the flash memory card manually. This action shall only be performed by a supervisor. The reason for the manual transfer of files and the identity of the person receiving the card shall be documented in the system comments field to preserve the chain of custody and accountability.
4. All ~~body-worn camera~~ video management solution users ~~will~~ shall be responsible for monitoring system effectiveness and making recommendations for operational improvement and policy revision.
5. The Chief of Police or his/her designee ~~will~~ shall establish permission levels for users in the video management solution software. Permission levels ~~will~~ shall be determined by the employee's function within the organization.
6. The ~~Administration~~ Operations Support Division Captain or his/her designee ~~will~~ shall be responsible for implementing user roles and privileges in the video management solution software.
7. Authorized users ~~will~~ shall keep their user name and password confidential.
8. The video management solution has an audit function that tracks access of the videos within the system.
9. Accessing, tampering, copying, or releasing any recordings for other than official law enforcement purposes is strictly prohibited, except as required by law.
10. Under no circumstances ~~will~~ shall employees be allowed to access and view recordings while off duty.
11. ~~Officers~~ Sworn personnel are authorized under this policy to review their video as it relates to:
    a. Their involvement in an incident for the purposes of completing a criminal investigation and preparing official reports.
    b. Prior to courtroom testimony.
    c. For training purposes.
12. ~~Officers~~ Sworn personnel assigned to the Community Oriented Policing ~~Division~~ Unit, the Criminal Investigation ~~Division~~ Unit (CIU), the Special Investigations Unit (SIU), and department conducted energy weapon (CEW) armorer(s) have the authority to view other officers' body-worn camera videos in order to perform functions of their job duties. ~~All other officers are required to receive supervisor approval before viewing other officers' body-worn camera videos~~
13. Field Training Officers (FTOs) may view videos related to their assigned probationary officers to evaluate progression during field training.
14. All sworn personnel may only view other officers' digital media evidence (DME), including body-worn camera, DMVR, interview room, photo, and city upload recordings under the following circumstances:
    a. They are directly involved in the investigation;
    b. Preparing an official report or courtroom testimony;
    c. Attempting to identify a suspect in an unrelated case; or

d. They have received supervisor approval.

15. All DME viewing is logged through the Evidence.com audit system. Unauthorized viewing is a violation of this policy and subject to discipline.
16. If an officer is the subject of an open/active Office of Professional Standards investigation, he/she ~~will~~ shall be given an opportunity to review ~~their~~ his/her ~~body-worn camera~~ BWC and/or DMVR video(s) before he or she is interviewed (FPD 52.1.1).

J. **Axon Live Stream Access and Use** [CALEA 41.3.8 c., 41.3.10 c., d.]

1. Axon Live Stream is a remote monitoring feature authorized for specific supervisory and field training purposes. It provides the ability to livestream sworn personnel's BWC and DMVR footage to enhance safety, situational awareness, and training.
2. Supervisors are authorized to utilize Axon Live Stream to livestream sworn personnel's BWC and/or DMVR in the event of a critical incident. This includes but is not limited to officer-involved shootings, active resistance/use of force encounters, foot pursuits, and other dynamic situations requiring command oversight.
   a. ~~Use of Axon Live Stream for routine monitoring is prohibited.~~
   b. When livestreaming is activated, the officer's BWC and/or DMVR will vibrate/beep, and the indicator light(s) will change from red to purple, signaling the livestream is in progress.
   c. All livestreaming activity is logged through Evidence.com.
3. FTOs are also authorized to access Axon Live Stream to remotely monitor their assigned probationary officers during field training.
   a. This access is limited to assigned trainees.
   b. All livestreaming activity is logged through Evidence.com.
   c. Use of this function shall not be used for any other purposes.

K. **Axon Mobile Applications** [CALEA 41.3.8 e.,f., 83.2.2 a.,b., 83.2.4 a.,b.,c.]

1. Sworn personnel issued department mobile phones shall utilize the Axon Capture and Axon View mobile applications to support BWC, DMVR, and DME functions. The Axon Capture application allows sworn personnel to take photographs, record video/audio, and submit community requests, which upload directly to Evidence.com under the associated case number and categorization consistent with BWC and DMVR footage.
2. Sworn personnel shall ensure all DME collected via Axon mobile applications is:
   a. Properly categorized,
   b. Accurately labeled with the correct eight-digit case number (e.g., 2025-00001234), and
   c. Uploaded to Evidence.com promptly following collection.
3. Community requests shall only be used to collect evidence directly related to law enforcement investigations.

4. Department-issued mobile phones shall be carried while on duty. The use of Axon applications shall comply with all city policies regarding electronic device use and off-duty work restrictions.
5. Access to BWC and DMVR recordings using Axon View shall follow the guidelines established in this policy. Sworn personnel shall not use mobile applications to view, share, or display video for any unauthorized or non-investigative purpose.
6. All usage is logged through Evidence.com.

L. **Supervisor Responsibilities**

1. Supervisors ~~will~~ shall ensure ~~officers~~ sworn personnel utilizing ~~the body-worn cameras~~ BWCs and DMVRs adhere to established procedures, guidelines, and policies.
2. Supervisors shall follow inspection procedures of department equipment as defined in Fayetteville Police Policy 53.1 (Inspections) [CALEA 41.3.8 e].
3. In the event a ~~body-worn camera~~ BWC or DMVR is damaged, lost, stolen, or defective, the supervisor shall facilitate a replacement as soon as practical.
4. The Chief of Police or his/her designee ~~will~~ shall assign peripheral supervisory assignments for ~~the body-worn camera~~ BWC and DMVR programs.
5. Supervisors shall periodically review ~~body-worn camera~~ BWC and DMVR data to verify compliance with this and other directives. Supervisors are authorized to conduct the following types of reviews [CALEA ~~41.3.8 g~~ 41.3.10 d.,e.]:
   a. Administrative
   b. Compliance
   c. Performance
6. Supervisors shall review the following videos [CALEA 41.3.8 c.~~g.~~, 41.3.10 d.]:
   a. Vehicle pursuits;
   b. The portion of the video that shows ~~officer~~ sworn personnel uses of force involving less lethal weapons;
   c. The portion of the video that shows weaponless uses of force which results in a subject receiving medical treatment.
7. Patrol lieutenants shall create a quarterly audit of three officers BWC and DMVR videos and report the findings to the patrol captain. [41.3.8 c.~~g.~~, 41.3.10 e.].
8. If an officer is involved in a serious incident or subject of a serious allegation, the supervisor may confiscate the ~~body-worn camera~~ BWC immediately. The supervisor shall maintain the chain of custody of the ~~body-worn camera~~ BWC if it is related to a criminal investigation or turn it over to the proper authority pending administrative review [CALEA 41.3.8 c].
9. Supervisors shall ensure proper documentation and comment entries are made when a DMVR flash memory card is removed for manual transfer of recorded material. These comments shall explain the reason for manual transfer and identify the personnel with physical custody of the card.
10. The BWC and DMVR program shall be subject to an annual administrative review by the Chief of Police or his/her designee. This review shall evaluate

program effectiveness, adherence to policy, recommended training, and any recommended improvements [CALEA 41.3.10 f.].

M. **Release of Body-Worn Camera and Digital Mobile Video Recorder Video**

1. Any requests for ~~body-worn camera~~ BWC or DMVR video by a citizen ~~will~~ shall be addressed as a Freedom of Information Act (FOIA) request as defined in Fayetteville Police Policy 54.1.1 (Public Information Policy).
2. Prosecutors may be granted access to video management solution by the ~~Administration~~ Operations Support Division Captain or his/her designee.
3. Defense attorney requests should be made through the appropriate court prosecutor or ~~Freedom of Information Act (~~FOIA~~)~~.
4. Evidentiary copies of digital recordings ~~will~~ shall be accessed from the video management solution and copied for law enforcement purposes only.
5. Recordings may be ~~duplicated~~ shared for court, investigations, training, or other purposes as authorized by the Chief of Police or his/her designee.
6. ~~Officers~~ Sworn personnel who need a recording duplicated for court, investigations, or training ~~must~~ shall make the request through the Property/Evidence Division. ~~For court, the request should be made at least 48 hours prior to the court date when possible.~~
7. Requests from other law enforcement agencies should be in writing and shall be approved by a lieutenant. The request shall be maintained in the same manner as FOIA requests.
8. When an officer has finished a court appearance using a copy of an original media file, and the file is not retained by the court, the officer ~~will~~ shall, as soon as practical, return the media to the property room for proper storage or disposal.
9. Video files related to an internal investigation(s) shall be restricted until the investigation is closed.

POLICIES, PROCEDURES, AND RULES

Subject: 52.1.1 Office of Professional Standards (OPS)	**Effective Date:** ~~November 6, 2020~~
Reference: 41.3.8, ACA 14-52-303	Version: ~~5~~ 6
CALEA: 26.2.4, 26.2.1, 26.2.3 NT, 26.3.2, 26.3.3, 26.3.5, 26.3.1 NT, 26.3.4 NT, 26.3.6 NT, 26.3.7 NT, 26.3.8 NT, 41.3.10	No. Pages: 7

I. PURPOSE

The purpose of this policy is to create and maintain an environment conducive to efficient reception and resolution of complaints against police department personnel or general procedures used by the department, and to establish written procedures for the administration and operation of internal investigations.

Such procedures ~~will~~ shall promote positive discipline and provide for the prompt and thorough investigation of alleged or suspected misconduct of department personnel.

II. DISCUSSION

A police department is often evaluated and judged by the conduct of individual members. While the public has a right to expect efficient, fair, and impartial law enforcement, employees must be protected against false allegations of misconduct.

The Office of Professional Standards (OPS) ~~will~~ shall be charged with the responsibility of following department operational procedures in processing, investigating, and recording complaints against the department or its employees [CALEA 26.2.1].

III. ORGANIZATION

The ~~Office of Professional Standards (~~OPS~~)~~ ~~will~~ shall serve to assist all personnel regarding investigations of alleged misconduct of sworn or ~~civilian~~ non-sworn employees.

The Chief of Police ~~will~~ shall select all personnel assigned to the OPS and designate a head of OPS. The designated head of OPS has the authority to report directly to the Chief of Police. The designated head of OPS ~~will~~ shall maintain a record of all complaints against the department or employees in a secure area. OPS assigned personnel ~~will~~ shall be provided training at the discretion of the head of OPS and Chief of Police. [CALEA 26.2.3 (NT)]

OPS assigned personnel ~~will~~ shall report directly to the Chief of Police or a designated supervisor on OPS matters and ~~will~~ shall pursue their responsibilities under the direction of the Chief of Police.

If investigations discover personnel who are engaging in serious acts of misconduct, or who have demonstrated they are unfit for duty, information pertaining to the investigation ~~will~~ shall be reported directly to the Chief of Police by the head of the OPS.

IV. POLICIES

A. Officers selected for assignment to OPS must have demonstrated in their previous performance a high degree of investigative skills. The officer should have a personnel record clean of serious complaints. The officer should be familiar with state codes, and department policies and procedures related to internal affairs.

B. **Complaint Procedure Process**

1. Nothing in this policy shall prohibit any citizen from exercising any additional rights or procedures outlined in Fayetteville Civil Service Commission Rules 5:09 and 5:10:

2. Complaint procedures shall be made available to the community through the Community-Oriented Policing Division and disseminated to all employees annually. [CALEA 26.2.4].

3. All complaints against department employees are to be initially directed to any supervisor on duty [CALEA 26.2.1].

    a. The supervisor shall provide the complaining party a "Fayetteville Police Department OPS Complaint Form."
    b. Supervisors may encourage phone complainants to come to the police station to complete the complaint form, but must understand it is not mandatory for the complainant to do so.
    c. In the event a complainant refuses to come to the police department, the supervisor should take the information and complete the form him or herself. The supervisor should so note the complainant's refusal.
    d. Supervisors are not prohibited from going to a complainant's location to complete the OPS Complaint Form. Supervisors may send the OPS Complaint Form via U.S. Mail or electronically.
    e. Complaint/compliment forms may be accessed and submitted online through the City of Fayetteville website.
    f. All complaints against the department and its employees ~~will~~ shall be investigated to include anonymous complaints.
    g. Complaints ~~will~~ shall not be assigned to an investigator concerning summons issued or arrests made which have not been adjudicated in a court of law unless the complainant alleges misconduct or illegal activity by the officer. The simple dislike of a charge or feeling of innocence does not, by itself, justify the formal filing of a complaint against any officer performing his duties.
    h. The Chief of Police ~~will~~ shall carefully review each complaint for validation before disregarding it for lack of a credible complaint.

4. Complaint forms ~~will~~ shall also be completed on anonymous complaints and forwarded to the Chief of Police [CALEA 26.2.1].

a. Discipline shall not be taken against any employee solely on the basis of an anonymous complaint. Before any discipline occurs, a case would have to be substantiated through investigation or administrative review.

5. Supervisors ~~will~~ shall explain to the complainant the process of completing the OPS Complaint Form.

   a. Upon request, complainants who have completed an OPS Complaint Form are entitled to a photocopy of the completed complaint form at no charge.

6. Supervisors shall enclose completed complaint forms in a sealed envelope and clearly mark the envelope with the wording "CHIEF OF POLICE – COMPLAINT ENCLOSED." The envelope ~~should~~ shall either be delivered to the Chief of Police or to his office as soon as possible [CALEA 26.3.2].

7. After review of the complaint by the Chief of Police, the complaint ~~will~~ shall be assigned for further investigation by a line supervisor or an OPS investigator. Complaints that are deemed of a minor nature may be remanded to a line supervisor for further action. Criteria for assignment of such complaints may include alleged rudeness, tardiness, minor incidents, or improper procedure. Complaints that are deemed to be of a more serious nature ~~will~~ shall be forwarded to the head of OPS or his/her designee for logging and assignment for investigation [CALEA 26.3.1 (NT)].

   a. When possible, investigations shall be assigned to an investigator of higher rank than the employee being investigated. Circumstances may arise that make it more practical and/or expedient to assign an equal or lower ranking investigator. The Chief of Police shall have the authority and discretion to direct assignments when it is necessary to assign an investigator of equal or lower rank than the employee being investigated.
   b. Investigations ~~will~~ shall be completed within 30 days, unless the head of OPS or his/her designee authorizes an extension [CALEA 26.3.3].
   c. Investigations should be adjudicated within 10 days of the final disposition.

8. The Chief of Police, at his/her discretion, may place an employee on paid administrative leave from duty pending the results of an internal investigation [CALEA 26.3.7 (NT)].

9. Supervisors ~~will~~ shall avoid exposing the content or subject of a completed complaint form to anyone until the matter is resolved or directed by the Chief of Police to discuss the matter.

10. Should a complainant not wish to file a formal complaint, a supervisor may handle the complaint on an informal basis. These incidents shall be referred to as **RESOLVED COMPLAINTS**.

    a. Once the complaint has been resolved, the supervisor ~~will~~ shall provide a typed summary to the head of OPS or his/her designee for review and filing.

b. In the event a complainant does not wish to file a formal complaint on what is deemed to be of a serious nature, the supervisor shall file the complaint based on information received by the complainant.

11. Complainants ~~will~~ shall be notified as to the verification of receipt of the complaint, status of a complaint, and results of any investigation upon conclusion [CALEA 26.3.4 (NT)].

12. Complaints may be generated internally by a member of the department in written form to the Chief of Police.

C. Records Security and Storage

1. All records pertaining to an internal investigation ~~will~~ shall be kept and stored in a locking file accessible only to the Chief of Police and the head of OPS or his/her designee [CALEA 26.2.2].

2. OPS investigative files shall be maintained according to the below schedule unless ordered by a court of competent jurisdiction to purge a particular file(s) [CALEA 26.2.2].

Minimum Records Retention and Disposition Schedule

RECORD	RETENTION	FINAL DISPOSITION
Officer involved Use of Deadly Force Incidents	Permanent Retention	Permanent Retention
Complaints resulting in sustained discipline at the administrative level *	10 Years	Records Purged
Complaints resulting in sustained discipline at the supervisory level **	5 Years provided a 1-year infraction-free period precedes the dates of purge.	Records Purged
Complaints whose findings are not sustained, unfounded or exonerated	3 Years	Records Purged
Complaints on which no action is taken	2 Years from the date that determination is made not to initiate investigation	Records Purged

*A complaint resulting in sustained discipline at the administrative level is defined as a written record of an oral warning, written reprimand, suspension, demotion, termination, and/or resigned under investigation, or in lieu of termination.

**A complaint resulting in sustained discipline at the supervisory level is defined as a supervisor counseling. If an infraction occurs during the one-year period preceding the purge of the complaint, one year is added to the retention date.

D. Investigations

1. Types of investigations:

    a. Formal investigation: A complaint assigned to a formal OPS investigator;
    b. Supervisor Referral: A complaint assigned to the employee's supervisor for investigation;
    c. Administrative Review: A complaint reviewed at the administrative level which does not require a formal investigation.

2. Allegations of misconduct ~~will~~ shall be investigated toward a conclusion of fact. Findings ~~will~~ shall be based on clear and convincing facts and evidence gathered during an investigation [CALEA 26.3.8 (NT)].

3. When an employee is the subject of a criminal investigation or has been charged with a criminal offense, the department may suspend any related administrative investigation until the criminal matter has been resolved.

4. Simultaneous criminal and internal investigations shall be separate, and no Fayetteville Police Department (FPD) employee who is investigating one shall investigate the other. No criminal investigator shall have access to compelled statements in the internal investigation (Garrity v. New Jersey, 385 USC 493).

5. The head of OPS or his/her designee ~~will~~ shall notify both the complainant and employee(s) in question a complaint has been received and an investigation is impending.

    a. Notice of the complaint ~~will~~ shall not be given to the employee(s) in cases in which such notification may be detrimental to the investigative process.
    b. Once notified of the complaint and investigation, the employee(s) is prohibited from discussing or interfering with the investigation.

6. Employees being required to submit a report or be interviewed and who are the subjects of an OPS complaint and/or investigation ~~will~~ shall receive an OPS Investigation Warning Form, be advised of the nature of the complaint, and allowed to read the complaint form [CALEA 26.3.5]. The law enforcement officer shall be informed at the commencement of his/her interview of the nature of the investigation, the identity and authority of the person(s) conducting the investigation, and the identity of all persons present during the interview (ACA 14-52-303).

    a. The OPS Investigation Warning Form ~~will~~ shall advise the employee he/she is part of an official investigation, advise of certain rights associated with self-incrimination, and possible departmental charges for refusing to cooperate.

b. ~~Before an interview is conducted and excluding a conflict of interest, the employee may have a representative of his or her choosing present [CALEA 26.3.5].~~ Interviews of employees under OPS investigation shall be conducted in accordance with applicable law and department policy. The employee shall be afforded all procedural safeguards described in this section, including representation, recording, and other conditions of the interview.
c. If an officer is the subject of an open/active OPS investigation, he/she shall be given an opportunity to review his/her body-worn camera and/or Digital Mobile Video Recorder (DMVR) video(s) before being interviewed [CALEA 41.3.10 b.] (FPD 41.3.8).
d. Interview sessions shall be for reasonable periods and shall allow for such personal necessities and rest periods as are reasonably required (ACA 14-52-303).
e. Interview sessions shall be conducted while the employee is on-duty whenever practical.
f. If an employee is required to submit to an interview during off-duty time, the employee shall be compensated in accordance with normal department procedures used for compensation of extra hours.
g. All interviews shall be recorded in full. Furthermore, the law enforcement officer shall be allowed to make his/her own independent recording of the interview and have one witness of his/her choosing. The witness must be an attorney or a member of the police department that is in no way related to the investigation (ACA 14-52-303).
h. Any interview of a law enforcement officer shall take place at the office of those conducting the investigation, the place where the law enforcement officer reports for duty, or other reasonable places as the investigator may determine (ACA 14-52-303).
i. During the investigation, questions shall be posed by or through only one investigator at a time (14-52-303).

7. Employees may be compelled to answer questions related to their duties or fitness for duty (Garrity v. New Jersey, 385 USC 493).

   a. When an employee refuses to answer questions posed in an administrative investigation on the grounds or fear of criminal self-incrimination, the employee ~~may~~ shall be ordered to answer such questions, and shall be informed none of the information provided can or will be used against him or her in any subsequent criminal prosecution.
   b. The employee is subject to possible disciplinary action for refusal to answer questions. The employee ~~may~~ shall be given a direct order to cooperate with the investigation. Failure to obey a direct order may result in the employee being placed on administrative leave and subject to further disciplinary action [CALEA 26.3.7 (NT)].
   c. Employees may be compelled to undergo an examination for the detection of deception. The results of such testing shall not be usable in any subsequent criminal investigation but may be used to determine dispositions of administrative matters [CALEA 26.3.6 a. (NT)].
   d. Employees ~~may~~ shall not refuse to submit to other non-testimonial administrative examination (drug screening by urinalysis or blood test, medical examinations,

line up, photographs, financial statements when they are material to the investigation, etc.) [CALEA 26.3.6 b., c., d., e., & f (NT)].

e. Departmental property or personal property authorized for use by the department in connection with official police duties may be inspected and/or searched at any time in accordance with law. An employee's personal property shall be afforded the same protection as that of any other citizen, and, in criminal cases, the accused employee's constitutional rights will be protected.
f. Refusal to submit to such examinations or non-testimonial examinations where required may be grounds for dismissal [CALEA 26.3.7 (NT)].
g. Occasionally, an OPS investigation will discover employee misconduct and/or policy violation(s) against an employee who was not the original subject of the investigation, and the misconduct and/or policy violation(s) were not included in the original complaint. The Chief of Police ~~will~~ shall decide if the investigation will be part of the original investigation or a new investigation will be generated. In all circumstances, the employee ~~will~~ shall receive an OPS Warning Form and be advised of the nature of the complaint before he or she is interviewed.

8. Employees are strictly prohibited from interfering with or discussing an ongoing investigation. However, the involved officer(s) can receive emotional or moral support from certified peer support personnel as a result of a job-related stress or incident in which the emergency responder was involved while acting in his or her official capacity.

E. Dispositions

1. Dispositions ~~will~~ shall be decided according to the following categories:

   a. **Unfounded**: When the investigation clearly indicates the act complained of did not occur.
   b. **Exonerated**: When the investigation clearly indicates the act occurred, but the act was justified, lawful, and proper.
   c. **Not Sustained**: When the investigation discloses insufficient evidence to prove or disprove the allegation made in the complaint.
   d. **Sustained**: When the investigation discloses the act did occur and constitutes misconduct.
   e. Only case dispositions which have a finding of "Sustained" shall be filed in the employee's personnel file.

2. The Chief of Police ~~will~~ shall be notified, in writing, of the final disposition of any complaint within 10 days of the conclusion of an investigation.

3. The Chief of Police ~~will~~ shall determine disciplinary measures for investigations of allegations of misconduct resulting in a disposition of "sustained." Consideration in disciplinary measures should be given to ensure public confidence in the agency, to protect future liability, and to deter future misconduct.

4. Employees ~~will~~ shall be notified, in writing, of the final disposition of any complaint within 14 days of the conclusion of an investigation. Whenever an officer is

dismissed, demoted, or suspended according to policies and procedures, he/she may grieve or appeal such action through civil service provisions where appropriate.

5. Complainants ~~will~~ shall be notified, in writing, of the disposition of a complaint within 14 days of resolution of a complaint [CALEA 26.3.4 (NT)].

6. At the conclusion of every fiscal year, the head of OPS ~~will~~ shall create an annual statistical summary based on the records of all OPS investigations. This annual report ~~will~~ shall be made available for review to interested persons [CALEA 26.3].

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-494

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Jessica Masters, Planning Director

SUBJECT: **ADM-2026-0001: Administrative Item (E. 19TH ST & E. PUMP STATION RD/CITY OF FAYETTEVILLE, 602): Submitted by CITY OF FAYETTEVILLE for property located between E. 19TH ST & E. PUMP STATION RD. in WARD 1. The property is zoned I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL, AND RPZD, PLANNED ZONING DISTRICT and contains approximately 73.7 acres. The request is to modify the alignment of a proposed connection in the Fayetteville Master Street Plan.**

RECOMMENDATION:
City Planning staff, the Fayetteville Planning Commission, and the Transportation Committee recommend approval of a request to amend the alignment of a 2040 master street plan connection between E. 19th Street and E. Pump Station Road as shown in the attached Exhibits 'A' and 'B.'

BACKGROUND:
The subject property includes a future street identified in the Master Street Plan associated with City Plan 2040. This connection is in south Fayetteville between the terminus of E 19th Street and where E. Pump Station Road intersects S. City Lake Road. The connection impacts properties that total approximately 73.7 acres and are a mix of industrial zoning and property that was recently rezoned to a planned zoning district in February 2025 (PZD-2024-0008). Overall, the properties the connection crosses are minimally developed, with a mixture of rural residential, agricultural, and industrial uses. The PZD on the westernmost side of the property would permit a mix of agricultural, outdoor recreation, natural areas, and event spaces on the property.

Request: City staff is requesting an amendment to the 2040 Master Street Plan to realign an approximately ½ mile section of a proposed Neighborhood Link Street as shown in the attached Exhibit.

Public Comment: Staff has received public comment regarding this request with general concerns about how the proposal would affect existing property including barns, ponds, driveways, and existing canopy. Additionally, city staff met members of the public to discuss the details of the proposal and informed the property owners that the connection is not a funded or designed city project, and unless private development were to occur on the property the street's construction is likely a long-term matter. One family indicated a request to see the overall connection removed, but felt that the new alignment was an improvement to the existing condition. Further, the original applicant has indicated an intention to request to further downgrade the connection to a Residential Link Street.

DISCUSSION:
At the February 9, 2026 Planning Commission meeting, Commissioners unanimously supported the

connection's realignment. Though they initially had questions about how the proposed route may interact with floodplain and the proposed development on E. 19th Street, Commissioners ultimately found that the proposed realignment was more practicable. Two members of the public spoke at the meeting, and their comments are outlined above.

The item was subsequently heard at the February 24, 2026 Transportation Committee meeting, where members voted unanimously to forward this item with a recommendation of approval (Councilmember Stafford made the motion, with Councilmember Minister Jones seconding). All four members were present at the meeting.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

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

File #: 2026-494

A RESOLUTION TO APPROVE ADM-2026-01 AND AMEND THE MASTER STREET PLAN BY MODIFYING THE ALIGNMENT OF A PLANNED NEIGHBORHOOD LINK CONNECTION BETWEEN EAST 19TH STREET AND EAST PUMP STATION ROAD IN WARD 1

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 administrative item ADM-2026-01 and amends the Master Street Plan by modifying a planned Neighborhood Link connection between East 19th Street and East Pump Station Road as shown on the maps (Exhibit A and Exhibit B) both attached to the Planning Department's Agenda Memo.

City of Fayetteville Staff Review Form

2026-494

Item ID

3/17/2026

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

Jonathan Curth	2/26/2026	DEVELOPMENT REVIEW (630)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

ADM-2026-0001: Administrative Item (E. 19TH ST & E. PUMP STATION RD/CITY OF FAYETTEVILLE, 602): Submitted by CITY OF FAYETTEVILLE for property located between E. 19TH ST & E. PUMP STATION RD. in WARD 1. The property is zoned I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL, AND RPZD, PLANNED ZONING DISTRICT and contains approximately 73.7 acres. The request is to modify the alignment of a proposed connection in the Fayetteville Master Street Plan.

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:

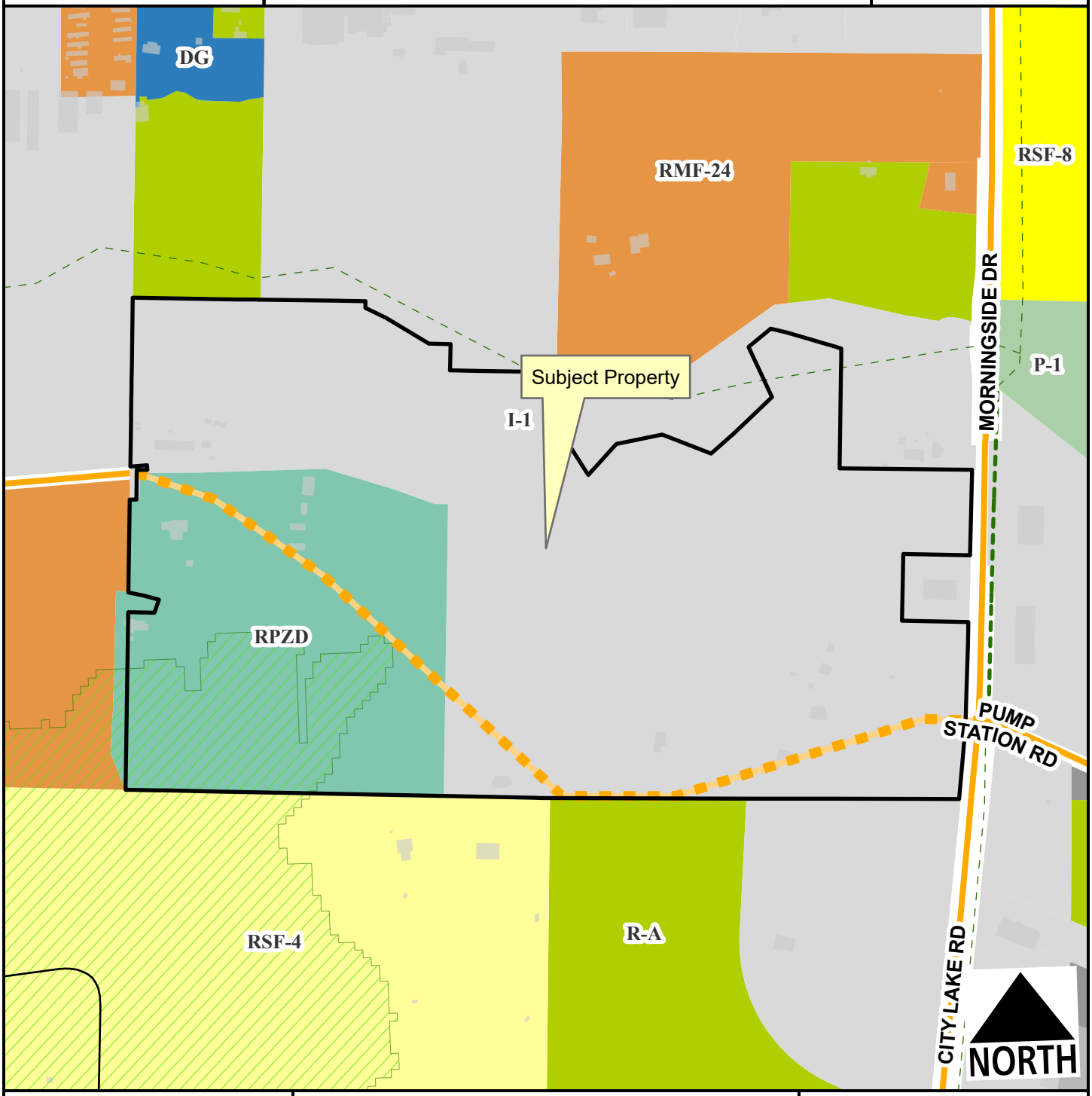
Comments:

ADM-2026-0001

Close Up View

E 19th Street & E Pump Station Rd

EXHIBIT A



- Neighborhood Link
- Unclassified
- Planned Neighborhood Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

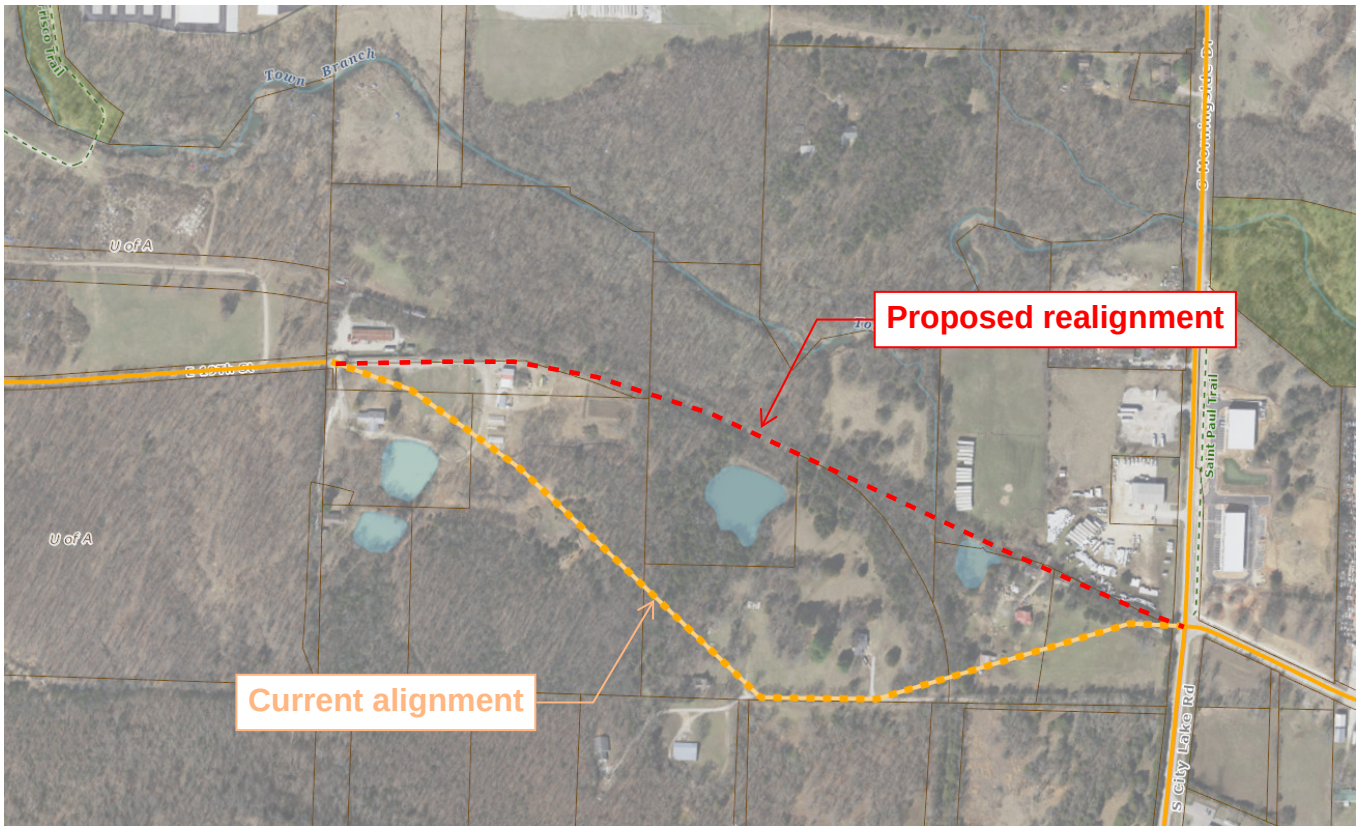
Feet

0 165 330 660 990 1,320

1:5,400

EXHIBIT B

MASTER STREET PLAN EXHIBIT



CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Jessie Masters, Planning Director
Justin Bland, City Engineer

MEETING DATE: February 9, 2026 Updated with results

SUBJECT: **ADM-2026-0001: Administrative Item (E. 19TH ST & E. PUMP STATION RD/CITY OF FAYETTEVILLE, 602):** Submitted by CITY OF FAYETTEVILLE for property located between E. 19TH ST & E. PUMP STATION RD. The property is zoned I-1, HEAVY COMMERCIAL AND LIGHT INDUSTRIAL, AND RPZD, PLANNED ZONING DISTRICT and contains approximately 73.7 acres. The request is to modify the alignment of a proposed connection in the Fayetteville Master Street Plan.

RECOMMENDATION:
Staff recommends forwarding **ADM-2026-0001** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **ADM-2026-0001** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in south Fayetteville between the terminus of E 19th Street and where E. Pump Station Road intersects S. City Lake Road. The affected properties total approximately 73.7 acres and are a mix of industrially-zoned property and property that was recently rezoned to a planned zoning district in February 2025 (PZD-2024-0008). Overall, the property is minimally developed, with rural residential, agricultural, and industrial uses. The PZD on the westernmost side of the property would permit a mix of agricultural, outdoor recreation, natural areas, and event spaces on the property. Surrounding land uses and zoning are depicted in *Table 1.*

Table 1:
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Undeveloped/Rural Residential/Industrial	I-1, Heavy Commercial and Light Industrial
South	Rural Residential	RSF-4, Residential Single-Family, 4 Units per Acre; R-A, Residential Agricultural
West	Undeveloped	RMF-24, Residential Multi-Family, 24 Units per Acre
East	Industrial	I-1, Heavy Commercial and Light Industrial

Proposal: City staff is requesting an amendment to the 2040 Master Street Plan to realign an approximately ½ mile section of a proposed Neighborhood Link Street as shown in the attached Exhibit.

DISCUSSION:
The proposed connection has been on the Master Street Plan since 2007 (Resolution 161-07) where it was originally classified as a Collector Street for the 2025 Master Street Plan; this is the equivalent of a Neighborhood Link Street under 2040 Master Street Plan Standards. After being re-classified as a Minor Arterial in 2011 (under the 2030 Master Street Plan, Resolution 166-11), the portion in question was downgraded from a Minor Arterial requiring 77 feet of right-of-way to a Neighborhood Link Street requiring 67 feet of right-of-way with the adoption of the 2040 Master Street Plan (Resolution 15-20). In 2007, the street was established after significant study, public interaction, and multiple considerations by the Planning Commission and City Council as required by Ark. Code Ann. § 14-56-414.

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

That said, staff finds that the current alignment presents feasibility challenges if (and/or when) this road connection is ultimately built out. The impetus for this city-initiated request is in response to the westernmost property owner's request to fully remove the connection. The associated request was submitted to the Planning Commission for consideration but ultimately withdrawn by the applicant, when finding staff did not recommend in favor of its removal. In the process of discussing alternatives with the applicant, staff found that the existing alignment presented feasibility issues regarding topographical constraints. The proposed new alignment would follow the route of an old railroad bed, closer to the Town Branch trail, that would make construction ultimately more practicable.

Public Comment: Staff has received public comment regarding this request with general concerns about how the proposal would affect existing property including barns, ponds, driveways, and existing canopy. City staff met members of the public to discuss the details of the proposal and informed the property owners that the connection would not likely be constructed by the City soon, unless private development were to occur on the property. One family indicated a request to see the overall connection removed, but felt that the new alignment was an improvement to the existing condition. Further, the original applicant has indicated an intention to request to further downgrade the connection to a Residential Link Street.

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

Conditions of Approval:

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

PLANNING COMMISSION ACTION:	**Required** **YES**
Date: **February 9, 2026**	☒ FORWARDED ❒ **Approved** ❒ **Denied** with a recommendation of approval.
Motion: McGetrick	
Second: Cabe	
Vote: 9-0-0	

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

- One Mile Map
- Close-Up Map
- Current Land Use Map
- Exhibit
- Engineering Memo
- 2007 Master Street Plan Exhibit
- 2030 Master Street Plan Exhibit
- 2040 Master Street Plan Exhibit

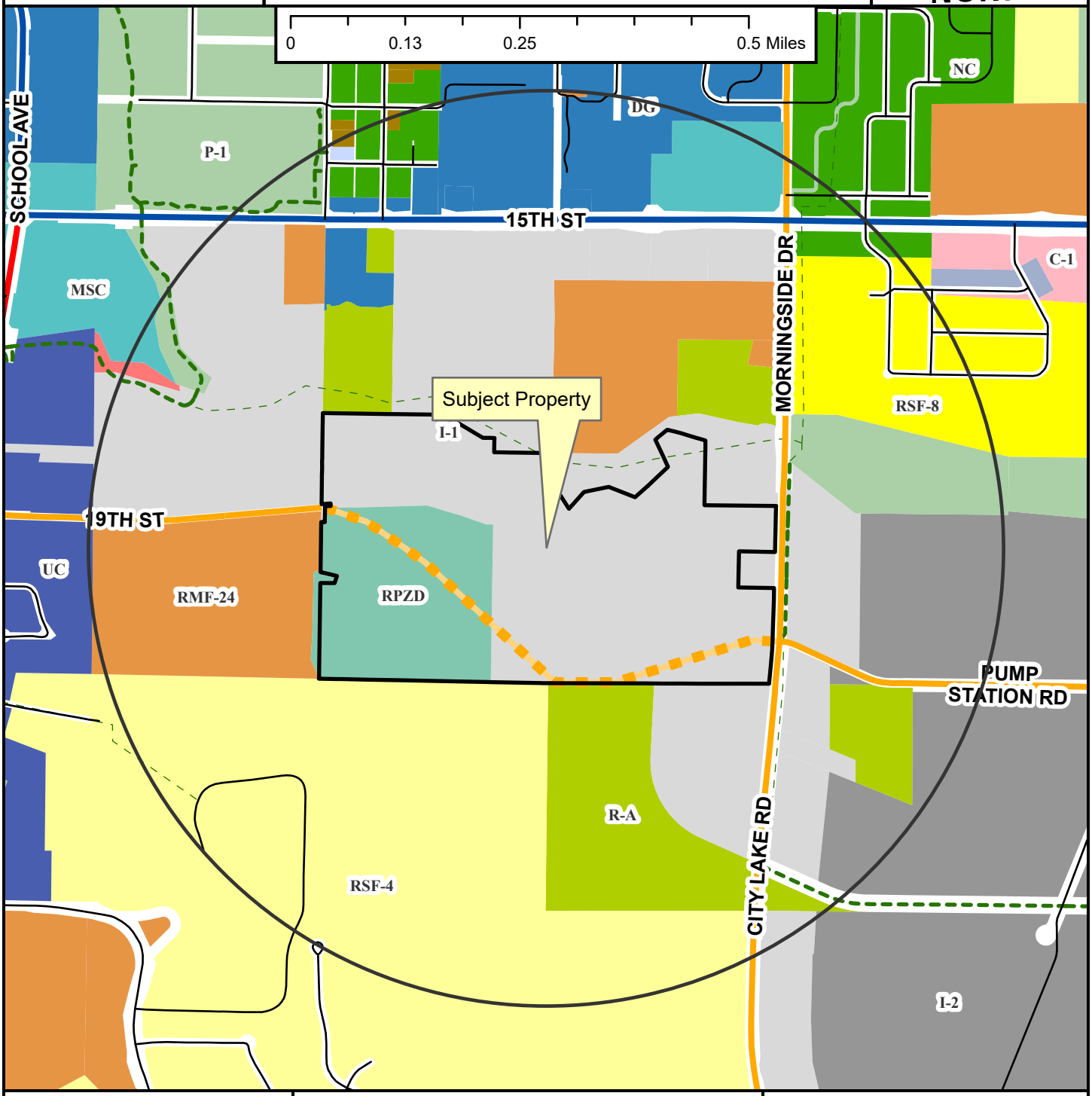
Public Comment

ADM-2026-0001

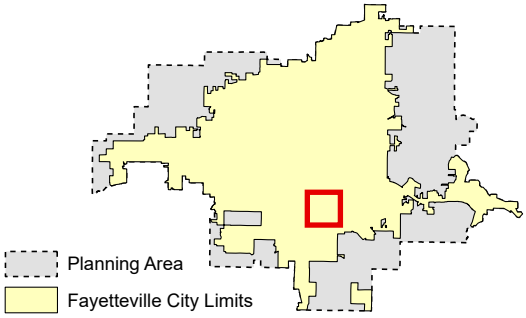
One Mile View

E 19th Street & E Pump Station Rd

NORTH



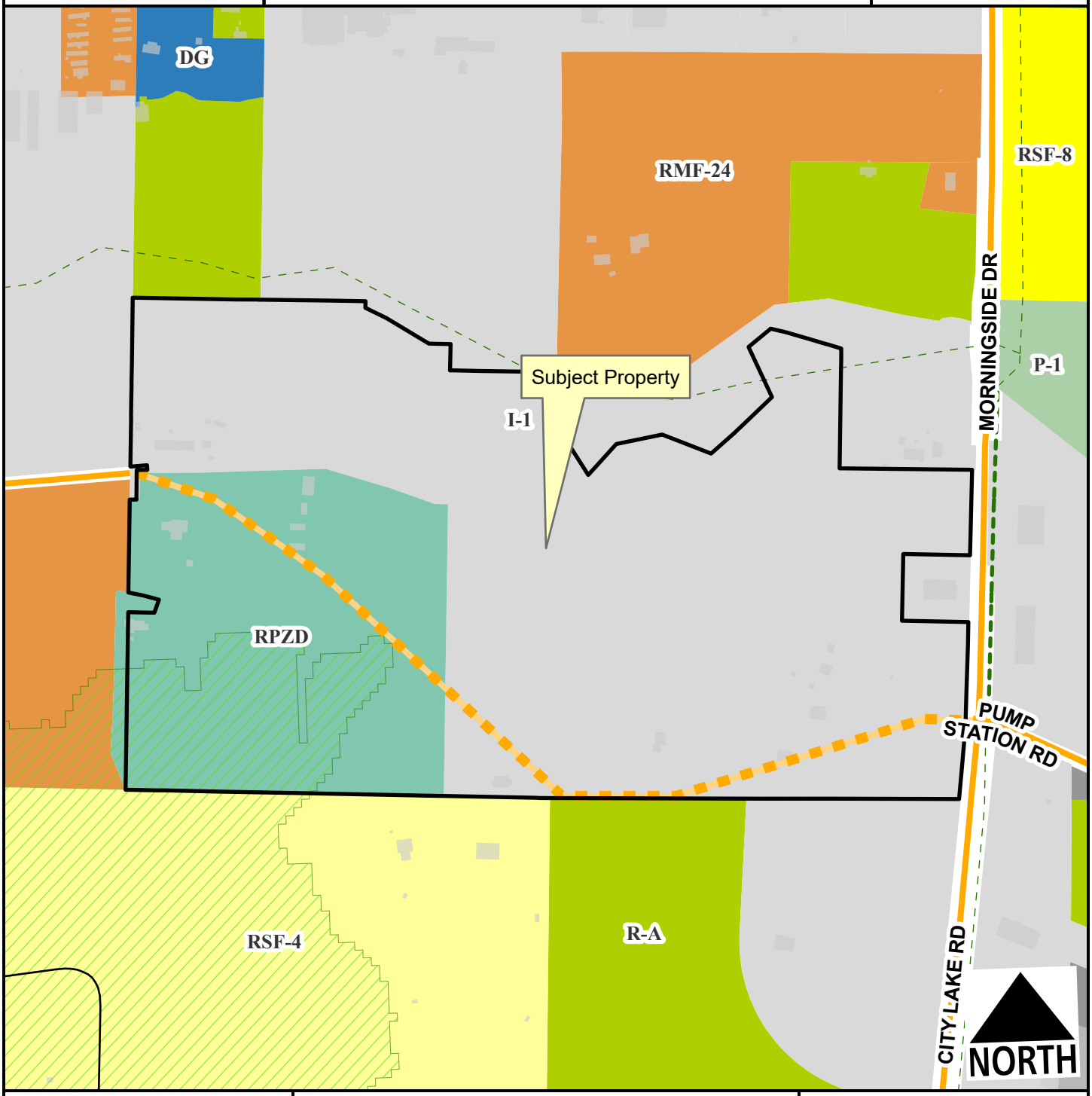
- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Fayetteville City Limits
- Planning Area



ADM-2026-0001

Close Up View

E 19th Street & E Pump Station Rd



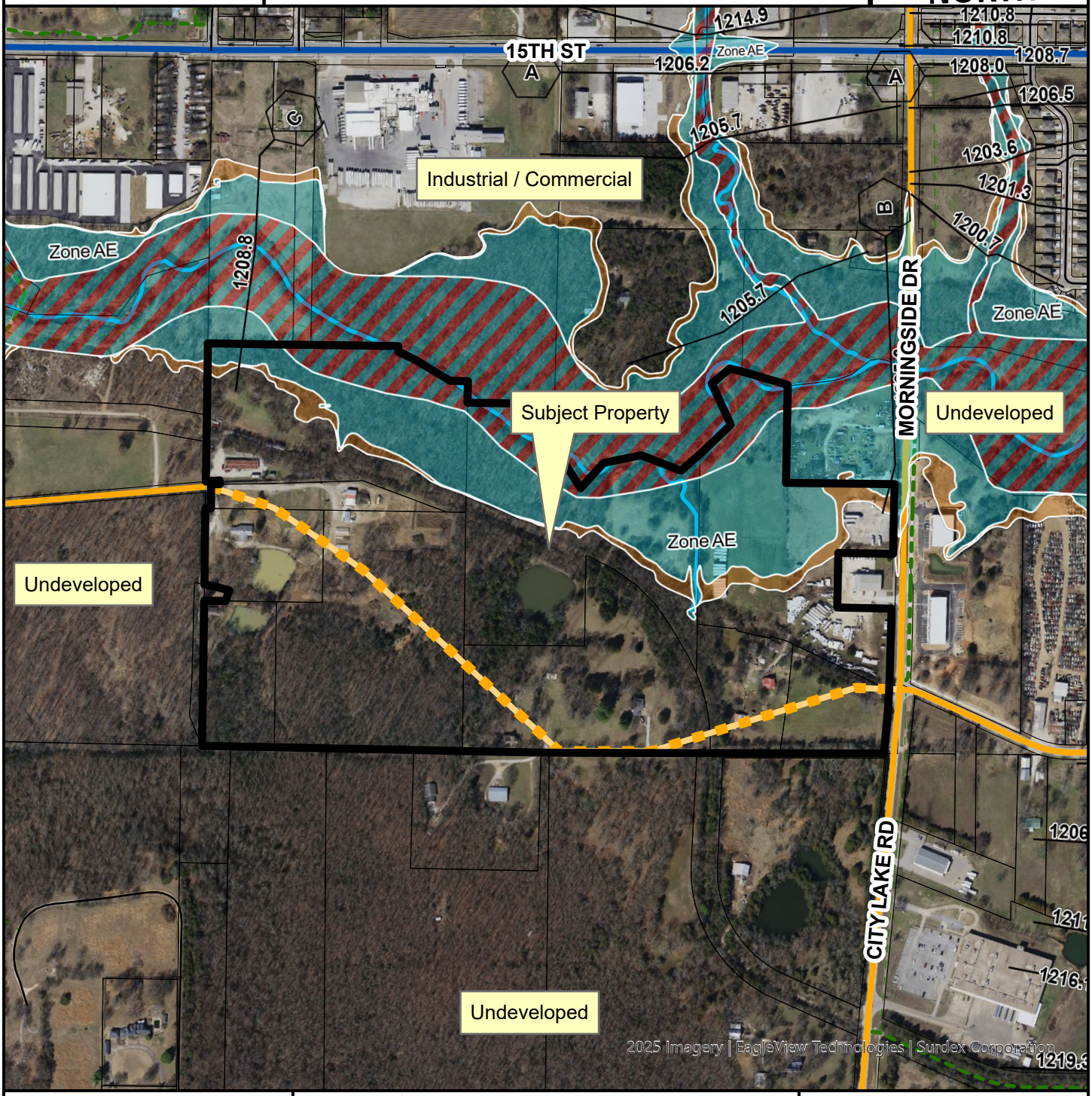
- Neighborhood Link
- Unclassified
- Planned Neighborhood Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Shared-Use Paved Trail
- Trail (Proposed)

Feet

0 165 330 660 990 1,320

1:5,400

ADM-2026-0001	E 19th Street & E Pump Station Rd	NORTH
Current Land Use		



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

Feet

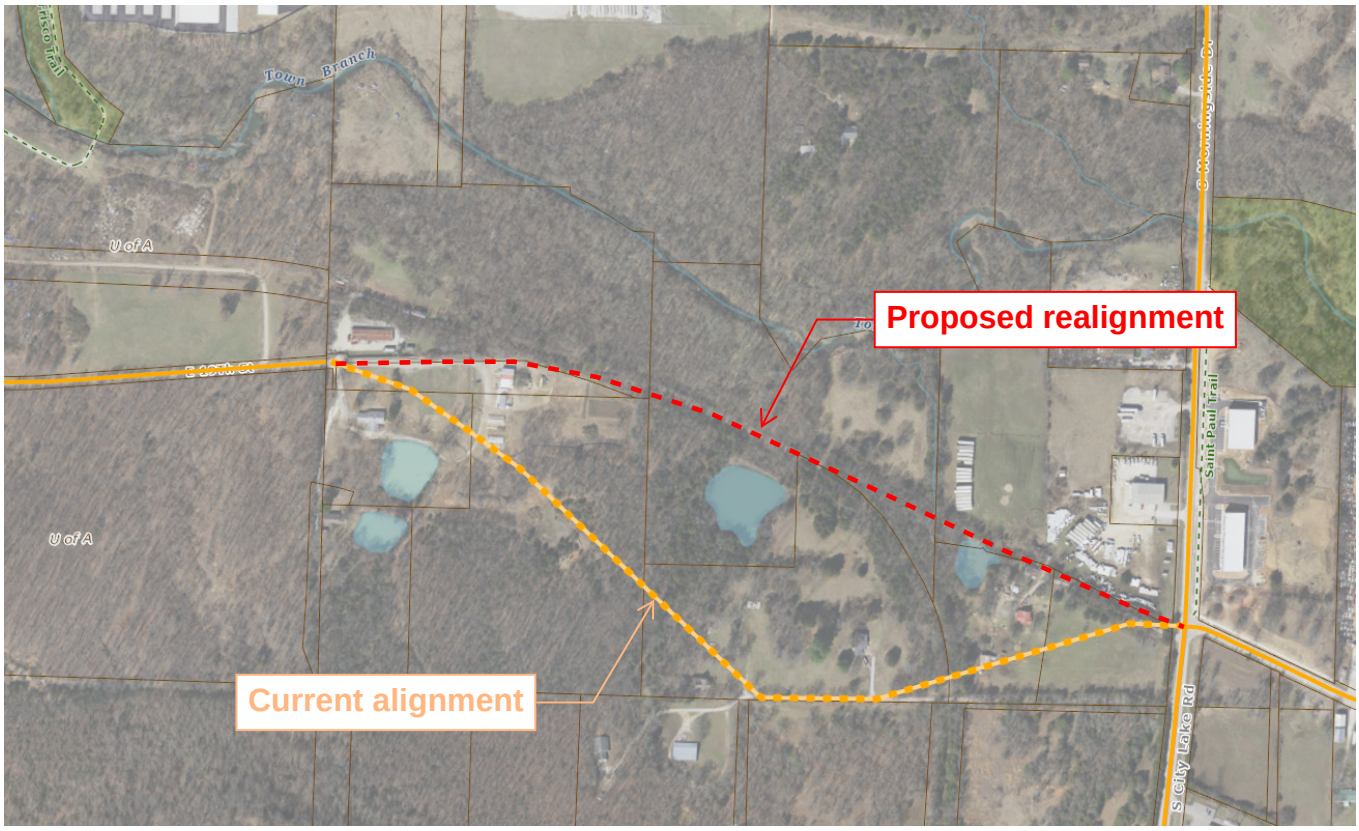
0 200 400 800 1,200 1,600

1:6,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

MASTER STREET PLAN EXHIBIT



CITY OF
FAYETTEVILLE
ARKANSAS

STAFF MEMO

TO: Jessie Masters, Planning Director

FROM: Justin Bland, City Engineer

DATE: February 3, 2026

SUBJECT: **Planning Commission Engineering Comments for ADM-2026-0001**

City engineering staff is supportive of the request to realign the E. 19th Street connection as shown on the Master Street Plan. This connection would provide an East/West connection between School Ave. and City Lake Rd. by connecting E. 19th Street to Pump Station Road. It is staff's opinion that this connection would greatly improve connectivity in the southern part of the city. A connection at this location is important because the connection becomes impractical as you move further south due to worsening topography, existing subdivisions and the Fayetteville Country Club property.

In this case, the existing alignment shows the roadway traveling through some significant terrain as it juts to the south. Building the road connection in this location would be substantially more expensive and challenging due to there being over 30' of vertical grade to traverse. Some of this terrain approaches 10% in grade and there is also at least one ravine that would have to be traversed. On the other hand, the proposed alignment would follow an old railroad bed in the area closer to Town Branch that would make the construction of the roadway much more feasible

CITY OF FAYETTEVILLE, ARKANSAS

Master Street Plan

This certifies that this is the official Master Street Plan map referred to in Resolution No. 161-07 of the City of Fayetteville.

Adopted by the Fayetteville City Council on September 4th, 2007 Resolution No. 161-07

Mayor

City Clerk

DOWNTOWN MASTER PLAN

- ST-37
- ST-40 (ONE WAY)
- ST-45
- LOCAL URBAN
- MS-63

STREET PLANNED	STREET EXISTING
COLLECTOR	COLLECTOR
FREEWAY/EXPRESSWAY	FREEWAY/EXPRESSWAY
MINOR ARTERIAL	MINOR ARTERIAL
PRINCIPAL ARTERIAL	PRINCIPAL ARTERIAL
PRIN ARTERIAL PKWY	PRIN ARTERIAL PKWY
LOCAL	

- STREET
- NEW STREET
- CITY LIMIT
- PLANNING AREA
- PARK
- LAKE
- STREAM

0 0.25 0.5 1 1.5 2 Miles

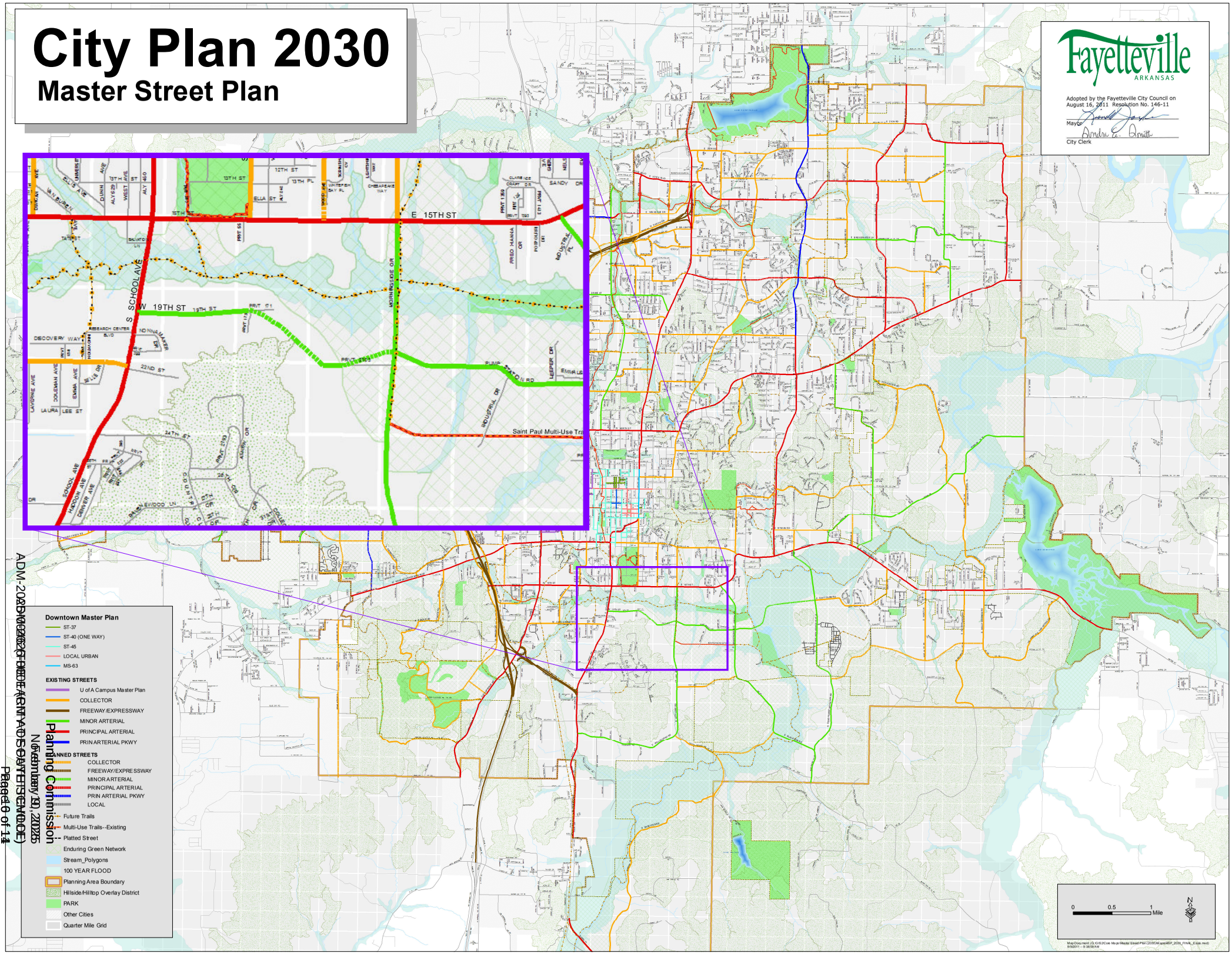
N W E S

1:24,000

Map Document: (Q:\GISWORK\ARCMAP\MASTER_STREET_PLAN\Maps\Master Street Plan (Official).mxd) 9/13/2007 -- 8:59:39 AM

City Plan 2030

Master Street Plan



Planning Commission
November 10, 2025
Page 10 of 14

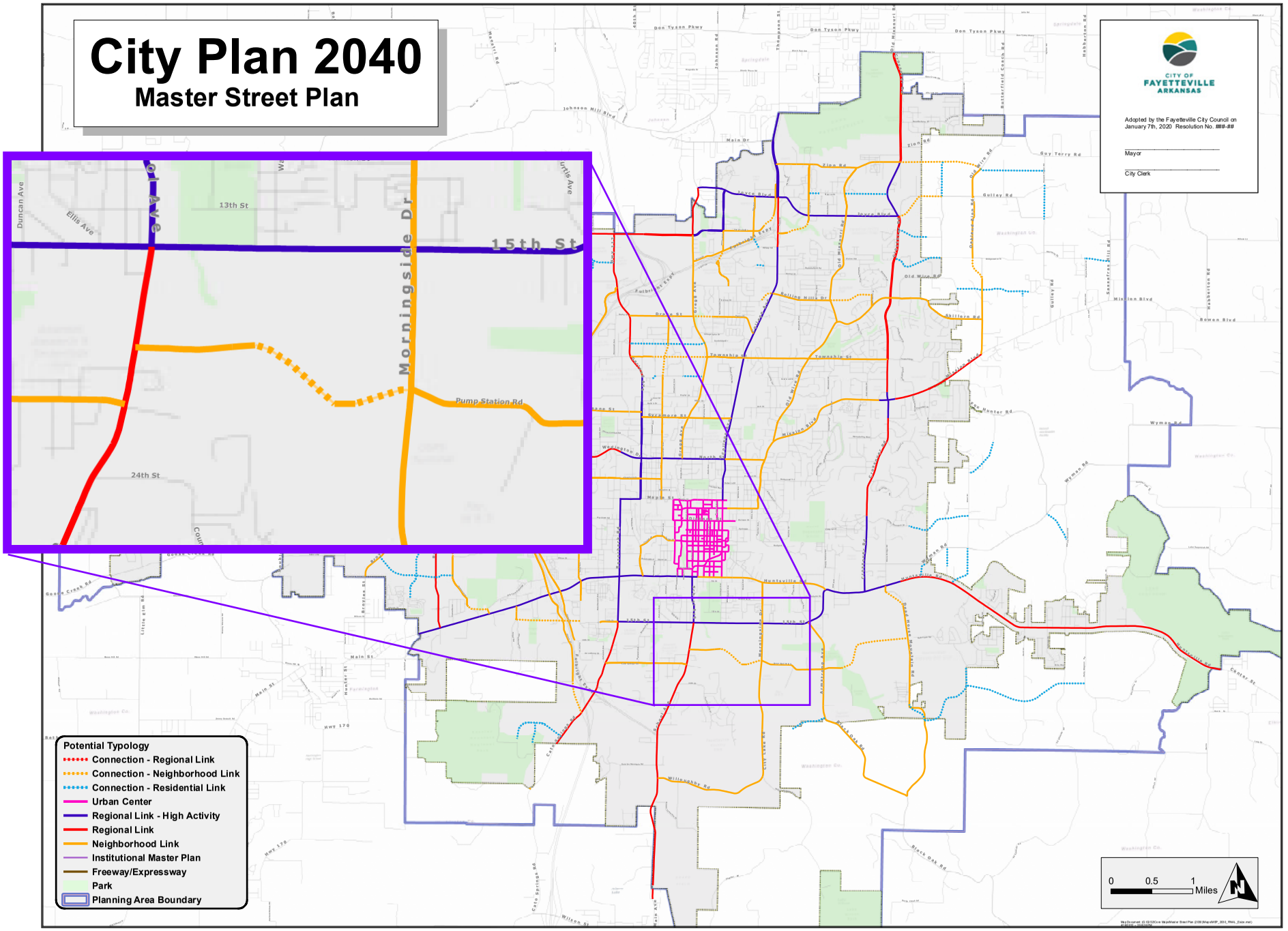


Figure 12.7 - Master Street Plan Map

ADM-2026-0001
Compiled Public Comment

-----Original Message-----

From: Fred Ramsey <ramseyracin9@yahoo.com>

Sent: Friday, January 23, 2026 6:24 PM

To: Planning Shared <planning@fayetteville-ar.gov>

Subject: Pump station extension

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 wife and I bought this property 13 years ago to have a little farm. I noticed that the planning commission is having a hearing on it. I don't see what advantage the road will help the city. If it does go through we will lose our horse barn with stalls and will lose all my pasture that we have. We will end up losing most of our property that we use for our barrel racing horses of our granddaughter. If it does get done it should go straight down the south side of the property instead of at a angle. I hope you see we are not for this to go through and just not go through with it being done. The road will be right up next to our home if it's done. Please reconsider to not do the extension of the road for pump station road. My address is 2065 s city lake road Fayetteville Arkansas. Our name is Fred and Betty Ramsey.

Sent from my iPhone

Graham G. Hawks
2351 S. City Lake Road
Fayetteville, AR. 72701-7186
Cell: 201-290-5933
hawksgg@gmail.com

To: Jessie Masters, Planning Director Development Services, City of Fayetteville
From: Graham G. Hawks
Date: February 9th, 2026
Re: Removal of Master St. Plan extensions

Dear Ms. Masters and members of the planning commission,

This letter represents my family's request for removal of the 19th St. extension and abandoning of the proposed 22nd St. extension being considered for the Master Street Plan as referenced in the ADM – 2026-001 Administrative item (E. 19th St & E. Pump Station Rd/ City of Fayetteville, 602) Submitted to the City of Fayetteville for the property located between E. 19th St. and E. Pump Sation Rd.

Neither the existing 19th St. extension on the Master Street plan nor the proposal being considered at this time from 22nd St. are necessary. Currently, the properties affected by any street extension are zoned I-1, heavy commercial and light industrial, and RPZD. I-1 seems to be incompatible because most of the land use is currently single-family low density residential or open space/conservation. Since my family owns most of the property being affected (lands owned or under right of first refusal by the Hawks/Adkins/McKee families referenced at the end of this letter), we feel any road extension would encourage RPDZ zoning that would also be incompatible with the present and likely future land use.

The current 19th street extension would have cut through our family's lands perpendicular to very steep slopes and would damage the scenic open space and valuable wildlife habitat. The proposed 22nd street extension, although a much better plan, would still require major road construction, purchasing of private lands (both requiring public money) and disturb the natural habitat in the area and possibly disrupt the drainage to the beautiful pond on parcel 765-15172-000. In addition, an extension of the Razorback trail system is being built by the city just north of Town Branch very close to this proposed road extension is a seemingly incompatible use with the trail so close.

The Hawks/Adkins/McKee families currently own 58.3 acres affected by these extensions and have rights of first refusal on an additional 28.3 acres. We live on these lands and will be exploring restricting future use with conservation easements to preserve the wildlife habitat and scenic beauty for future generations. This beautiful open space is a rare gem within the city limits of Fayetteville and so close to the downtown square. We hope, in time, we could meet the City's new 161.38 Conservation, Cultural and Recreation District designation.

Even though the city's Master Street Plan is just a plan and subject to flexibility and revisions it still holds a great deal of influence in promoting thoughtless development and the possible expense of taxpayers' money being used to extend streets that really are not needed. We think moving the extension north is an improvement, but we request that it be completely eliminated from the plan.

Thank you for your consideration.

Sincerely,

Graham G. Hawks

Property owned by our family: Tracts:

765-15292-000, Hawks, Elizabeth Chadbourn Trust 22.5 ac.
765-15296-001, Adkins Family Trust 20.5 ac.
765-15296-002, Adkins Family Trust 5.0 ac
765-15173-000 McKee, Sean Robert & Alison Fudge, 10.3 ac.

Property under right of first refusal: Tracts:

765-15294-000, 11.0 ac.
765-15295-000, 3.3 ac.
765-15172-000, 14 ac.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-483

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Planning Director

FROM: Citlali Samano, Planner

SUBJECT: **RZN-2026-0001: Rezoning (3513 W. MARTIN LUTHER KING JR BLVD/MLK WAREHOUSES LLC, 557 & 556) Submitted by SWOPE CONSULTING for property located at 3513 W. MARTIN LUTHER KING JR BLVD in WARD 1. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 0.80 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.**

RECOMMENDATION:
Staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:
The subject property is in west Fayetteville, south of W. Martin Luther King Jr. Boulevard's intersection with S. Dinsmore Trail. The property contains one parcel totaling 0.80 acres which is currently zoned C-1, Neighborhood Commercial and not subject to any overlay districts. Development on the property includes three office/warehouse structures, ranging in size from 3,800 to 4,800-square feet. A portion of the property is within FEMA-designated floodplain associated with the Farmington Branch that is just off site to the southwest.

Request: The request is to rezone the subject property from C-1, Neighborhood Commercial to UT, Urban Thoroughfare.

Public Comment: Staff has not received any public comment at this time.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **6-7** for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, S Hollywood Ave)
- Near Sewer Main (6 in gravity line, W Martin Luther King Blvd)
- Near Water Main (18 in line, W Martin Luther King Blvd)
- Near Grocery Store (Aldi's, W Martin Luther King Blvd)
- Near City Park (Centennial Park)
- Near Paved Trail (Old Farmington Trail, S Dinsmore Trl)
- Near Razorback Bus Stop (Walmart, MLK)

Land Use Compatibility: From a current land use standpoint, the request is compatible with its immediate surroundings. The property is surrounded by commercially zoned parcels and undeveloped mixed-use zoning districts. The site is directly located on W. Martin Luther King Jr. Blvd., designated as a Regional Link - High Activity Street, which is intended to support higher-intensity commercial activity and serve as a major transportation corridor. Given this classification, commercial or mixed-use developed represent the highest and best use of the property. The surrounding corridor currently exhibits a pattern of automobile-oriented and service-related commercial development, reinforcing the appropriateness of an auto-oriented shop at this location. The site's direct access to a major arterial roadway minimizes traffic impacts on local residential streets and supports safe ingress and egress for customers. Although single-family residential uses are located within the broader vicinity, the UT zoning district is specifically designed to provide goods and services to nearby neighborhoods while promoting compatible design standards through the inclusion of commercial and residential uses. The district encourages a concentration of commercial and mixed-use development that enhances both function and appearance along major thoroughfares.

Land Use Plan Analysis: Staff finds that the request is not fully consistent with adopted land use policies, the Future Land Use Map designation (Natural Area), but does align with certain goals of City Plan 2040. The Natural Area designation reflects an intent to preserve natural landscapes, including the existing floodplain areas; however, the surrounding context has evolved with substantial commercial zoning along the corridor and City Neighborhood designations nearby that support a range of housing types. Given the site's location along a high-activity arterial roadway and its adjacency to commercially zoned properties, the Natural Area designation appears to be primarily influenced by the Farmington Branch stream, which runs along the western and southern boundaries, as well as portions of the 100-year floodplain that extend into the property. Of note, the amount of FEMA-designated floodplain on the property has been reduced in recent re-mapping of the area. Additionally, the Natural Area designation does not represent the most practical or context-sensitive long-term land use for the site. The surrounding City Neighborhood designation anticipates residential density that would benefit from proximate neighborhood-serving commercial services. A mixed-use zoning district such as UT provides an appropriate combination between established commercial activity and residential areas. Additionally, the site's infill score and corridor location suggest that limited, well-designed commercial development may better support overall connectivity and land use efficiency than preservation as strictly natural landscape. Allowing this use would strengthen commercial connectivity along W. Martin Luther King Jr. Blvd. and support City Plan 2040 Goal #3 by promoting compact, complete, and connected development patterns. The proposed use would contribute to economic activity, provide a needed service to the community, and reinforce the established development pattern of the corridor.

DISCUSSION:

At the February 23, 2026 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Brink asked staff about differences between C-1 and UT as the interpretation was that automotive services are an allowable use. Clarification was given as C-1 allows *Use Unit 18: gasoline service stations and drive-in/drive-through restaurant* with gasoline service stations allowing oil changes and/or lubrication for cars, vans and light trucks. However, *Use Unit 17: Transportation Trades and Services* allows for an array of automotive services such as motor repair, automotive sales, body shops/garages etc. Use Unit 17 is not an allowed use in C-1 but is allowed in UT, hence the rezoning request. No other comments were received from either the Commission nor the public.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: 3. Staff Review Form, 4. Exhibit A, 5. Exhibit B, 6. Planning Commission Staff Report

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

File #: 2026-483

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2026-01 FOR APPROXIMATELY 0.80 ACRES LOCATED AT 3513 WEST MARTIN LUTHER KING JR BOULEVARD IN WARD 1 FROM C-1, NEIGHBORHOOD COMMERCIAL TO UT, URBAN THOROUGHFARE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from C-1, Neighborhood Commercial to UT, Urban Thoroughfare.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2026-483

Item ID

3/17/2026

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

Jonathan Curth	2/23/2026	DEVELOPMENT SERVICES (620)
Submitted By	**Submitted Date**	**Division / Department**

Action Recommendation:

RZN-2026-0001: Rezoning (3513 W. MARTIN LUTHER KING JR BLVD/MLK WAREHOUSES LLC, 557 & 556) Submitted by SWOPE CONSULTING for property located at 3513 W. MARTIN LUTHER KING JR BLVD in WARD 1. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 0.80 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

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: _____

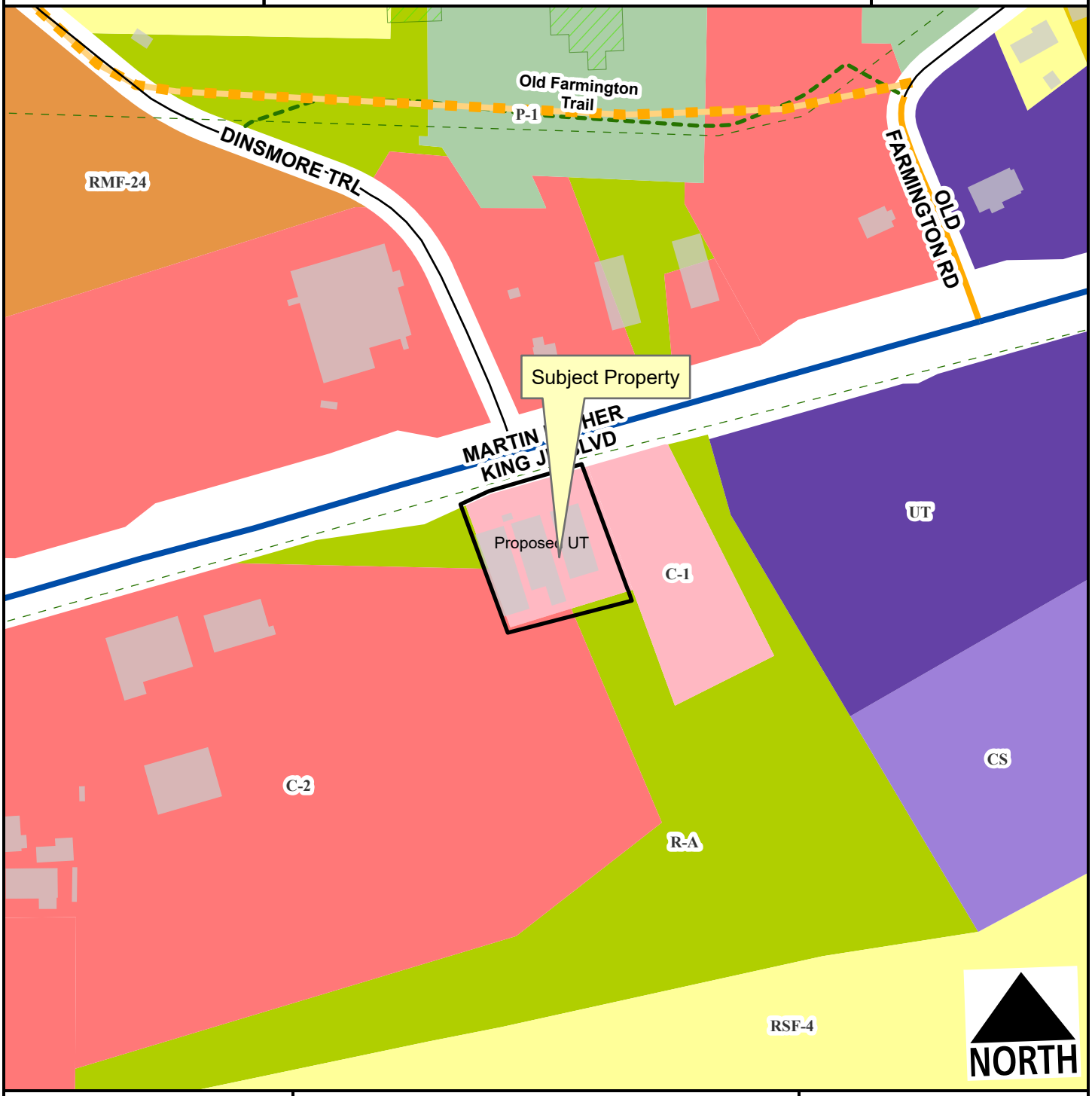
Comments:

RZN-2026-0001

Close Up View

3513 W. MARTIN LUTHER KING JR BLVD

Exhibit A



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

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
C-1	0.7	0.0
C-2	0.0	0.0
R-A	0.0	0.0
UT	0.0	0.8

Total 0.8 ac

EXHIBIT B

PART OF THE SW 1/4 OF THE NW 1/4 AND PART OF THE NW 1/4 OF THE SW 1/4 OF SECTION 19, TOWNSHIP 16 NORTH, RANGE 30 WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SW 1/4 OF THE NW 1/4 WHICH IS S 88°00'11" E 738.39 FEET FROM AN EXISTING STATE MONUMENT MARKING THE SW CORNER OF SAID SW 1/4 OF THE NW 1/4, THENCE LEAVING SAID SOUTH LINE AND RUNNING N 19°30'11" W 95.05 FEET TO A CHISELED "X" IN CONCRETE ON THE SOUTHERLY RIGHT OF WAY OF MARTIN LUTHER KING BOULEVARD (HIGHWAY 62); THENCE ALONG SAID RIGHT OF WAY N 65°53'51" E 43.76 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY N 74°25'51" E 133.17 FEET TO A CHISELED "X" IN ASPHALT; THENCE LEAVING SAID RIGHT OF WAY S 19°30'11" E 201.21 FEET; THENCE S 7608'49" W 177.34 FEET; THENCE N 19°30'11" W 94.33 FEET TO THE POINT OF BEGINNING, CONTAINING 0.80 ACRES, MORE OR LESS.

CITY OF FAYETTEVILLE ARKANSAS

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Jessie Masters, Planning Director

FROM: Citlali Samano, Planner

MEETING DATE: February 23, 2026

SUBJECT: **RZN-2026-0001: Rezoning (3513 W. MARTIN LUTHER KING JR BLVD)** Submitted by SWOPE CONSULTING for property located at 3513 W. MARTIN LUTHER KING JR BLVD. The property is zoned C-1, NEIGHBORHOOD COMMERCIAL and contains approximately 0.80 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE. PP 557 & 596.

RECOMMENDATION:
Staff recommends forwarding **RZN-2026-0001** to City Council with a recommendation of approval.

RECOMMENDED MOTION:
*"I move to forward **RZN-2026-0001** to City Council with a recommendation of approval."*

BACKGROUND:
The subject property is in west Fayetteville on the southbound side of the intersection of W MLK Jr. Blvd and S Dinsmore Trl. The property contains one parcel totaling 0.80 acres which is currently zoned C-1, Neighborhood Commercial. The property is not subject to any overlay districts. Surrounding land uses and zoning are depicted in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Commercial	C-2, Thoroughfare Commercial
South	Undeveloped	C-2, Thoroughfare Commercial; R-A, Residential Agricultural
East	Undeveloped	C-1, Neighborhood Commercial
West	Commercial	C-2, Thoroughfare Commercial; R-A, Residential Agricultural

Request: The request is to rezone the subject property from C-1, Neighborhood Commercial to UT, Urban Thoroughfare.

Public Comment: Staff has not received any public comment at this time.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW:

Streets: The subject property has frontage to West Martin Luther King Jr Blvd which is a partially improved Regional Link – High Activity Street with asphalt paving, curb and gutter and open ditches. Any street improvements required in these areas would be determined at the time of development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject property. There is an existing 18-inch water main along the south side of West Martin Luther King Jr Blvd.

Sewer: Sanitary Sewer is available to the subject property. There is an existing 6-inch sewer main along the south side of West Martin Luther King Jr Blvd.

Drainage: No protected streams or FEMA Floodplain. However, there are hydric soils present in the subject area. 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 at the time of development submittal.

Fire: Station 6, located at 900 S Hollywood Ave., protects this site. The property is located approximately 1.4 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 current zoning district of C-1, Neighborhood Commercial, requires **20% minimum canopy preservation.** The proposed zoning district of UT, Urban Thoroughfare, requires **15% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: The City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Natural Areas.**

Natural Areas consist of lands approximating or reverting to a wilderness conditions, including those with limited development potential due to topography, hydrology, vegetation or value as an environmental resource. These resources can include stream and wildlife corridors, as well as natural hubs and cores, many of which are identified in the generalized enduring green network.

A Natural Area designation would encourage a development pattern that requires conservation and preservation, prevents degradation of these areas, and would utilize the principles of low impact development stormwater infrastructure for all developments. Natural Areas are prime candidates for conservation subdivision design and/or clustered development patterns.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of **6-7** for this site with a weighted score of **8**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 6, S Hollywood Ave)
- Near Sewer Main (6 in gravity line, W Martin Luther King Blvd)
- Near Water Main (18 in line, W Martin Luther King Blvd)
- Near Grocery Store (Aldi's, W Martin Luther King Blvd)
- Near City Park (Centennial Park)
- Near Paved Trail (Old Farmington Trail, S Dinsmore Trl)
- Near Razorback Bus Stop (Walmart, MLK)

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:*** **From a current land use standpoint, the request is compatible with its immediate surroundings. The property is surrounded by commercially zoned parcels and undeveloped mixed-use zoning districts. The site is directly located on W. Martin Luther King Jr. Blvd., designated as a Regional Link - High Activity Street, which is intended to support higher-intensity commercial activity and serve as a major transportation corridor. Given this classification, commercial uses represent the highest and best use of the property. The surrounding corridor already exhibits a pattern of automobile-oriented and service-related commercial development, reinforcing the appropriateness of an auto-oriented shop at this location. The site's direct access to a major arterial roadway minimizes traffic impacts on local residential streets and supports safe ingress and egress for customers. Although single-family residential uses are located within the broader vicinity, UT district is specifically designed to provide goods and services to nearby neighborhoods while promoting compatible design standards through the inclusion of commercial and residential uses. The district encourages a concentration of commercial and mixed-use development that enhances both function and appearance along major thoroughfares.**

Land Use Plan Analysis: **Staff finds that the request is not fully consistent with adopted land use policies, the Future Land Use Map designation (Natural Area), but does align with certain goals of City Plan 2040. The Natural Area designation reflects an intent to preserve natural landscapes; however, the surrounding context has evolved with substantial commercial zoning along the corridor and City Neighborhood designations nearby that support a range of housing types. Given the site's location along a high-activity arterial roadway and its adjacency to commercially zoned properties,**

the Natural Area designation appears to be primarily influenced by the Farmington Branch stream, which runs along the western and southern boundaries, as well as portions of the 100-year floodplain that extend into the property. However, this designation does not represent the most practical or context-sensitive long-term land use for the site. The surrounding City Neighborhood designation anticipates residential density that would benefit from proximate neighborhood-serving commercial services. A mixed-use zoning district such as UT provides an appropriate combination between established commercial activity and residential areas. Additionally, the site's infill score and corridor location suggest that limited, well-designed commercial development may better support overall connectivity and land use efficiency than preservation as strictly natural landscape. Allowing this use would strengthen commercial connectivity along W. Martin Luther King Jr. Blvd. and support City Plan 2040 Goal #3 by promoting compact, complete, and connected development patterns. The proposed use would contribute to economic activity, provide a needed service to the community, and reinforce the established development pattern of the corridor.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: **A rezone from C-1 to UT does not maintain the site's agreement with the "Natural Area" designation, however the site has held C-1 zoning for more than two decades, as per City Ordinance 4667 passed on January 4, 2005.**

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: **Rezoning the property from C-1 to UT would have no changes in the allowable density on the site as both districts have no density maximums. C-1 does not allow residential uses, whereas UT does an array of residential uses from single-family dwellings up to multi-family dwellings. However, staff does not find that the ultimate added density would appreciably increase traffic danger or congestion at this location.**

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: **Rezoning the property from C-1 to UT would increase the potential population at the site, but staff does not find that it would be to an undesirable degree; staff finds that given the City's growth and moderate infill score, this rezoning would be an incremental step in providing more commercial amenities.**

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

    a. It would be impractical to use the land for any of the uses permitted under

its existing zoning classifications;

b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2026-0001 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:	**Required**	**YES**	
Date: February 23, 2026	**❒ Tabled**	**❒ Forwarded**	**❒ Denied**
Motion: Cabe			
Second: Madden			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:
None

ATTACHMENTS:

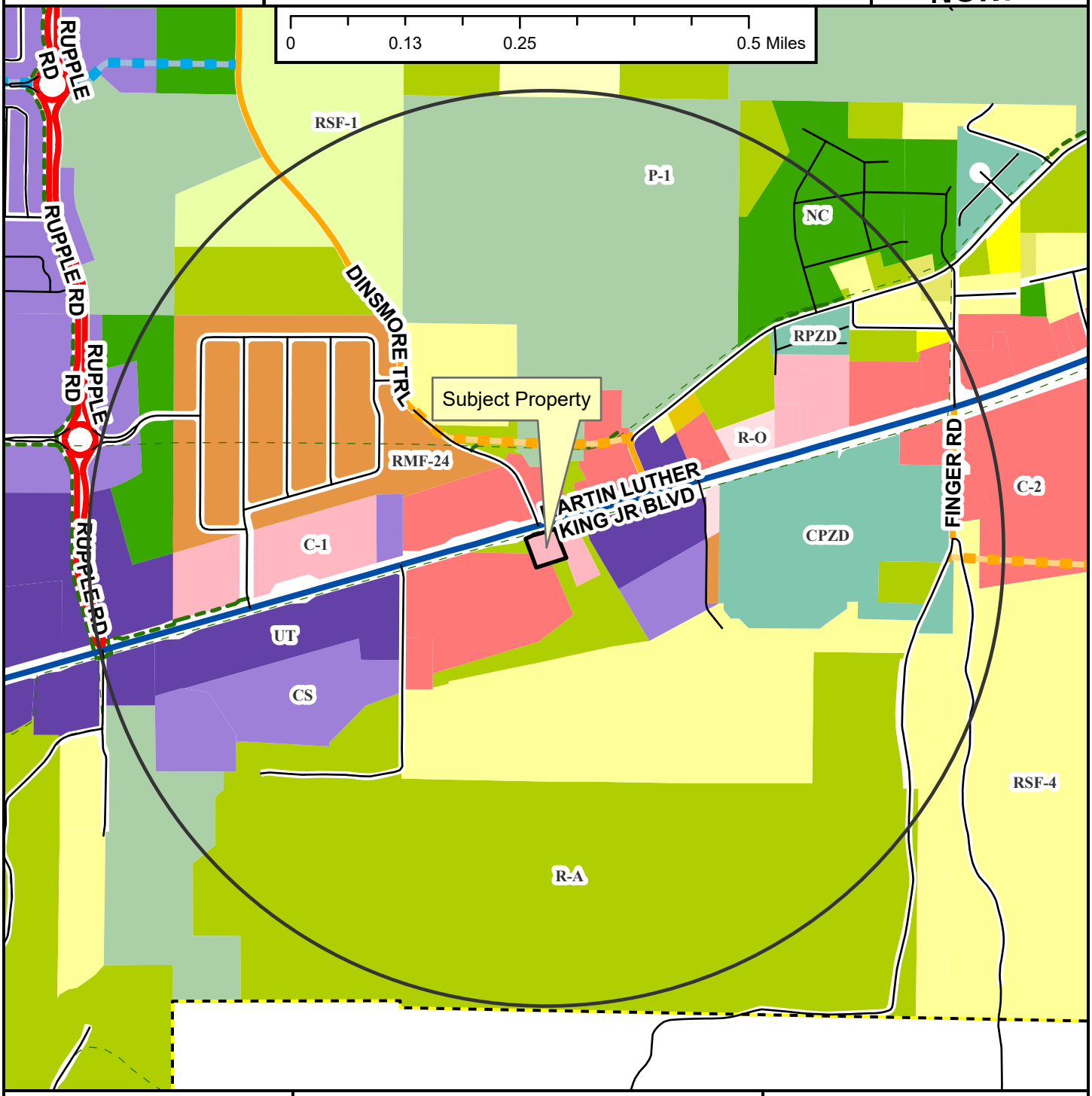
- Project Maps
  - One Mile Map
  - Close-Up Map
  - Current Land Use Map
  - Future Land Use Map
- Unified Development Code
  - §161.21 District C-1, Neighborhood Commercial
  - §161.24 District UT, Urban Thoroughfare
- Applicant Exhibits
  - Request Letter

RZN-2026-0001

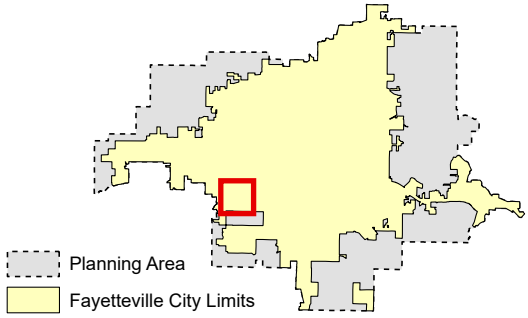
One Mile View

3513 W MARTIN LUTHER KING JR BLVD

NORTH



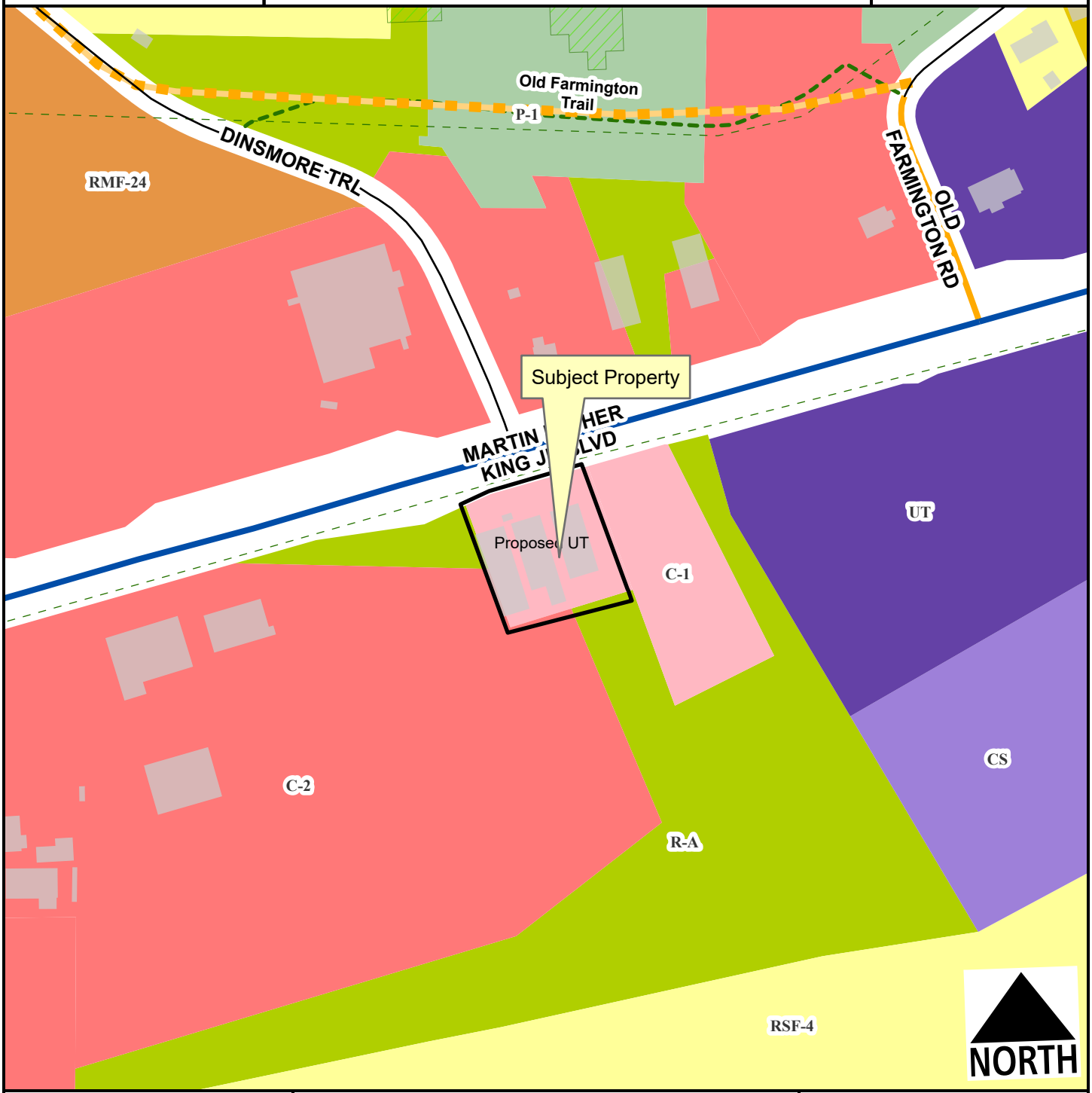
Regional Link
Neighborhood Link
Regional Link - High Activity
Unclassified
Alley
Residential Link
Planned Neighborhood Link
Planned Residential Link
Shared-Use Paved Trail
Trail (Proposed)
Fayetteville City Limits
Planning Area



RZN-2026-0001

Close Up View

3513 W. MARTIN LUTHER KING JR BLVD



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

Feet

0 75 150 300 450 600

1:2,400

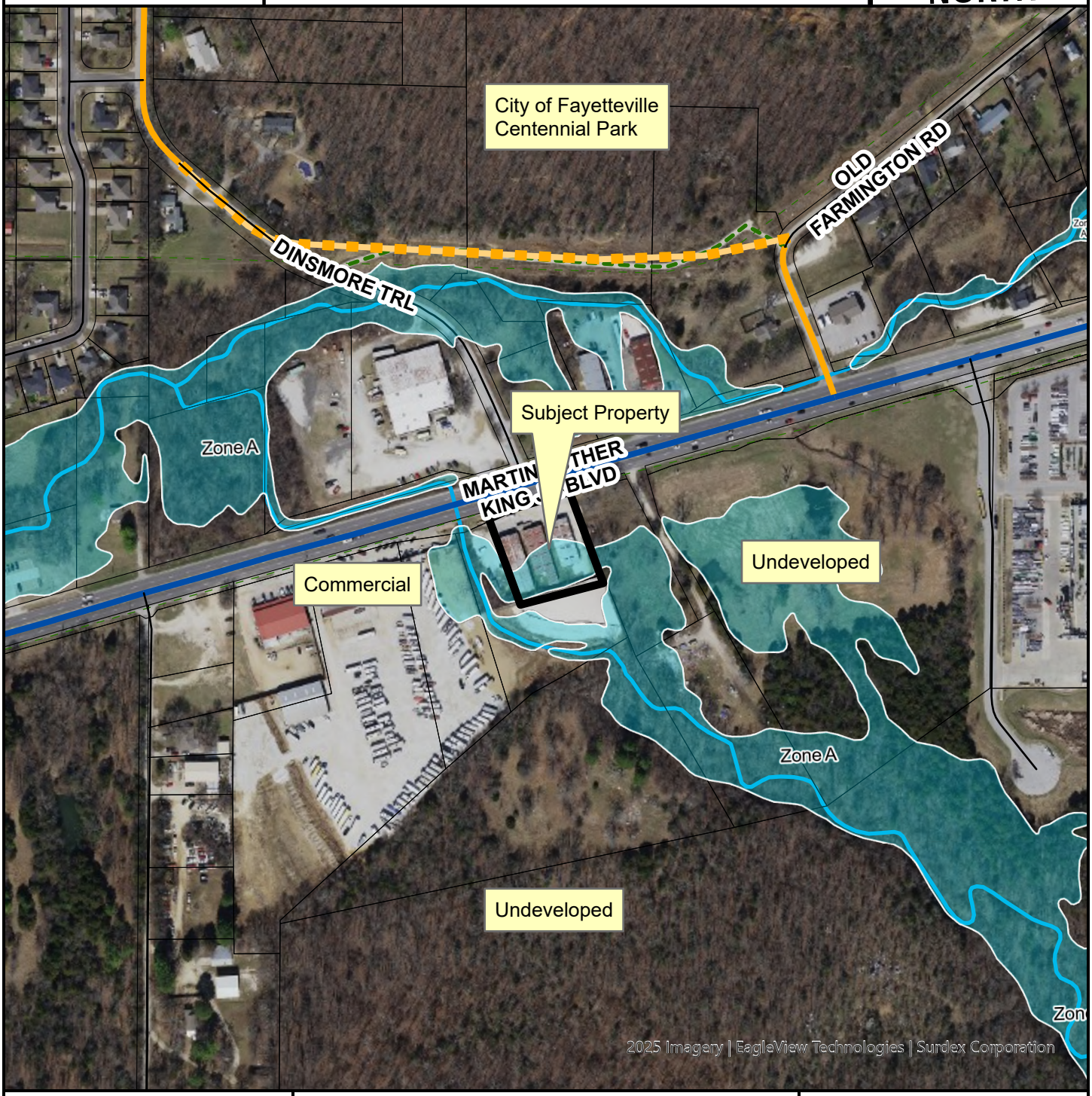
Zone	Current	Proposed
C-1	0.7	0.0
C-2	0.0	0.0
R-A	0.0	0.0
UT	0.0	0.8
Total	**0.8 ac**	

RZN-2026-0001

Current Land Use

3513 W. MARTIN LUTHER KING JR BLVD

NORTH



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

Feet

0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

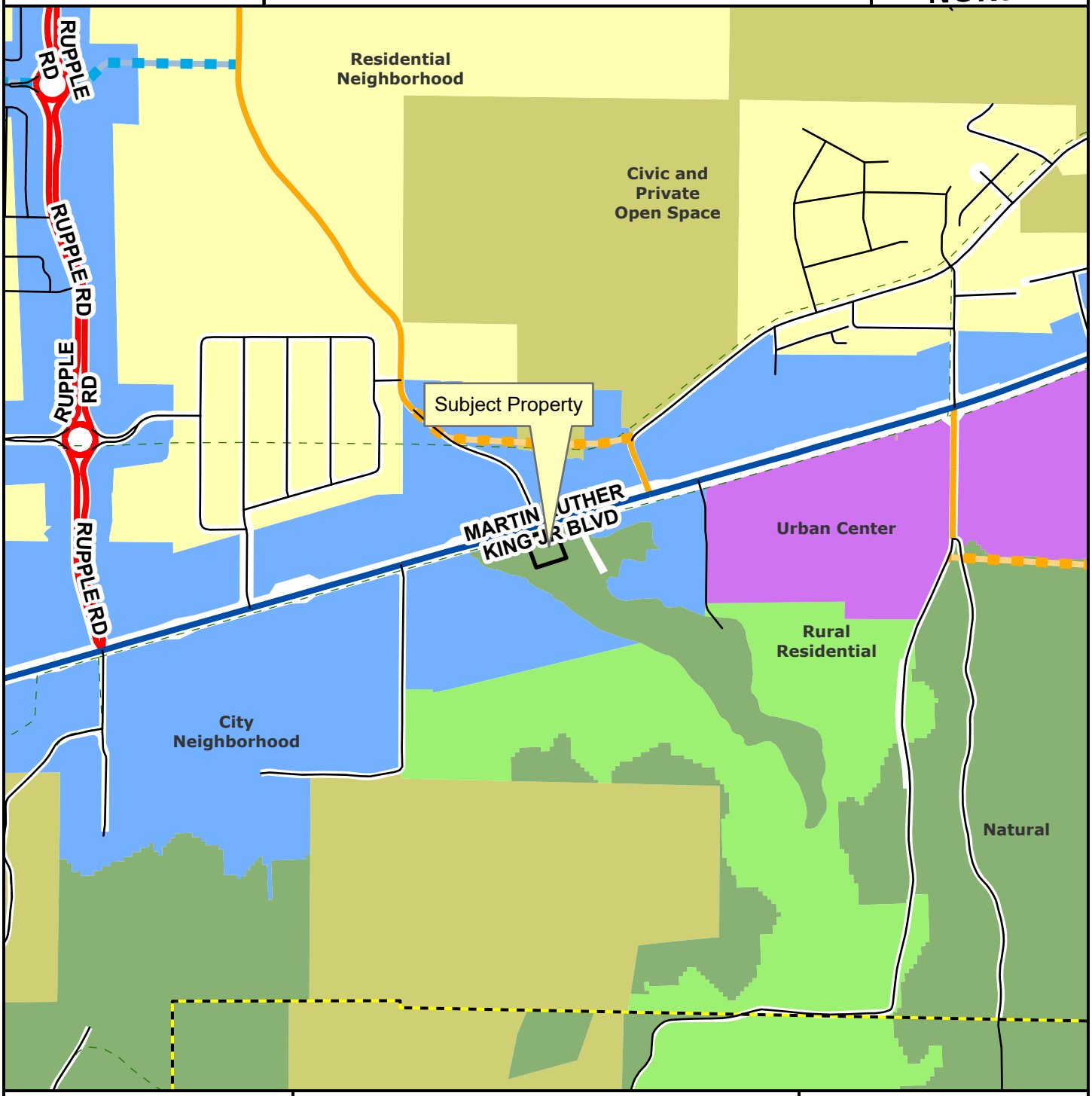
- 100-Year Floodplain
- Floodway

RZN-2026-0001

Future Land Use

3513 W MARTIN LUTHER KING JR BLVD

NORTH



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

Feet

0 305 610 1,220 1,830 2,440

1:10,000

City Neighborhood
Civic Institutional
Civic and Private Open Space
Industrial
Natural
Non-Municipal Government
Residential Neighborhood
Rural Residential
Urban Center

161.21 - District C-1, Neighborhood Commercial

(A) *Purpose.* The Neighborhood Commercial District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses*.

Unit 1	City-wide uses by right
Unit 5	Government Facilities
Unit 13	Eating places
Unit 15	Neighborhood shopping
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 25	Offices, studios, and related services
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

(2) *Conditional Uses*.

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 16	Shopping goods
Unit 34	Liquor stores
Unit 35	Outdoor music establishments*
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies
Unit 2	City-wide uses by conditional use permit

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	10 feet
Rear	20 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations*.

Building Height Maximum	5 stories

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any 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 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

(Code 1965, App. A., Art. 5(V); Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.035; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6164, §§1, 4, 5, 4-2-19; Ord. No. 6223, §1, 9-3-19; Ord. No. 6245, §2, 10-15-19; Ord. No. 6521, §4, 1-18-22)

161.24 - Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare 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 (2) family dwellings

Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
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 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings

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 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training
Unit 48	Private dormitories

(C) *Density.* None

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	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/7 stories*

* A building or a portion of a building that is located between 10 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of seven (7) stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; 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, 8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6223, §1, 9-3-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21; Ord. No. 6879, §2, 5-20-25)

Editor's note— Ord. No. 6888, §1, adopted June 17, 2025 determines that Ordinance 6427 (Sunset Clause), Ordinance 6625 (extending Sunset Clause), Ordinance 6710 (extending the Sunset Clause), and Ordinance 6820 (extending the 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 November 30, 2025 unless prior to that time and date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section.

Rezoning Compatibility Statement

The proposed rezoning from C-1, Neighborhood Commercial to U-T, Urban Throughfare. Commercial is compatible with neighboring properties as well as existing and current development patterns in the area. The requested rezoning will not unreasonably adversely affect surrounding land uses because the U-T zoning allows for a broader range of commercial and high-intensity uses, which are already present or planned in the area, and any proposed development will be designed to minimize potential impacts through setbacks, landscaping, traffic management and where possible adhering to the city's unified development code.

- **Compatibility with Existing Uses:**
  The U-T zoning designation allows for a wider variety of commercial uses compared to C-1, which is generally intended for more limited commercial activities. This broader range of uses aligns with the existing or planned commercial activity in the area, ensuring that the proposed development will fit within the character of the neighborhood.

- **Minimizing Potential Impacts:**
  The proposed development will be designed to minimize potential negative impacts on neighboring properties through:
  - **Setbacks and Landscaping:** Adequate setbacks and landscaping will be implemented to create a buffer between the proposed development and surrounding properties, reducing potential noise, light, and visual impacts.
  - **Traffic Management:** Any proposed development will adhere to the city's traffic management requirements as specified in the city's unified development code.
  - **Noise and Light Controls:** Measures will be taken to control noise and light emissions from the development as required by the city's unified development code, ensuring that they do not unreasonably impact neighboring properties.

- **Supporting Community Needs:**
  The proposed development will contribute to the community by providing additional commercial services and opportunities, which can help to meet the needs of residents and businesses in the area.

- **Economic Benefits:**
  The development will create new jobs and generate tax revenue, which can help to strengthen the local economy.

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-493

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Keith Macedo, Chief of Staff

FROM: Chris Brown, Public Works Director

SUBJECT: **An ordinance to revise City Code of Ordinance sections 33.290, 33.291 and 33.302**

RECOMMENDATION:
Staff requests approval of an ordinance to revise City Code of Ordinance 33.290, 33.291 and 33.302 to transfer the approval authority of paving programs from the City Council to the Transportation Committee and to clarify the Committee's role in review of Transportation Division workplans. The Transportation Committee reviewed this on February 25th and recommended approval by a 3-0 vote.

BACKGROUND:
The current version of the code requiring approval of the paving workplan was approved approximately 20 years ago. The development of the paving plan during that era was subjective. Since 2019, the City's paving plan been developed using the **Pavement Condition Index (PCI)**, a nationally recognized system that rates street conditions on a scale from **0 to 100**. (Higher scores indicate better pavement condition.) City streets are regularly evaluated to identify pavement distress such as cracking, potholes, and surface wear. These observations are converted into PCI scores, providing an objective and consistent way to compare street conditions citywide.
PCI scores are then used to determine the **most appropriate treatment** for each street—ranging from preventive maintenance on higher-condition streets to full reconstruction on streets in poor condition. Projects are prioritized using PCI data along with other considerations such as traffic volumes, safety, street classification, coordination with utility work, and available funding.
Using this data-driven approach allows the City to:

- Stretch limited paving dollars further
- Reduce long-term maintenance costs
- Prevent streets from deteriorating into costly reconstruction
- Maintain a more consistent level of street quality across the community

The result is a paving plan that is **transparent, defensible, and focused on preserving the City's infrastructure investment**.

DISCUSSION:
With this system in place, staff recommends that the ordinance be changed to remove the unnecessary step of City Council approval, and instead invest that authority in the Transportation Committee. Staff will develop plans yearly and update the committee periodically to report progress and changes to the plan that may be

necessary. These changes include damage due to utility breaks, street cut repairs due to developments, etc.

BUDGET/STAFF IMPACT:
No Impact. The City Council will continue to approve yearly budgets for paving and other Transportation operations.

ATTACHMENTS: 3. Exhibit A - 33.302, 4. Current ordinance , 5. Proposed Changes to Ordinance

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

File #: 2026-493

AN ORDINANCE TO AMEND §§ 33.290, 33.291 AND 33.302 OF THE FAYETTEVILLE CITY CODE TO TRANSFER PAVING PROGRAM APPROVAL AUTHORITY FROM THE CITY COUNCIL TO THE CITY COUNCIL TRANSPORTATION COMMITTEE AND TO CLARIFY THE COMMITTEE'S ROLE IN THE REVIEW OF TRANSPORTATION DIVISION WORKPLANS

WHEREAS, the current version of the City Code requiring approval of the paving workplan by the full City Council was enacted nearly two decades ago and the development of the paving plan during that era was more discretionary; and

WHEREAS, since 2019, the City's paving plan has been developed using the Pavement Condition Index (PCI), a nationally recognized system that rates street conditions on a scale from 0 to 100; and

WHEREAS, city streets are regularly evaluated to identify pavement distress such as cracking, potholes, and surface wear and these observations are converted into PCI scores, providing an objective and consistent way to compare street conditions citywide; and

WHEREAS, PCI scores are then used to determine the most appropriate treatment for each street and are prioritized using PCI data along with other considerations such as traffic volumes, safety, street classification, coordination with utility work, and available funding; and

WHEREAS, with this system in place, staff and the Transportation Committee recommend that the ordinance be amended to invest the authority to approve paving projects in the City Council Transportation Committee.

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 § 33.290 **Composition** of the City Council Transportation Committee and enacts a replacement as follows:

"There is hereby established and continued a City Council Transportation Committee which shall be composed of four (4) City Council members, one (1) from each ward who shall be appointed annually by the Mayor. The members shall elect a chair at its first annual meeting."

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends § 33.291 **Purpose, Duties and Powers** of the City Council Transportation Committee by:

a) Repealing subsection (A)(4);
b) Renumbering the current subsection (B)(3) to (C) and changing "alderman" to "City Council member";
c) Enacting a new subsection (B)(3) as follows: "Paving overlay, sidewalk, trail, and related work plans for work to be completed by the Transportation Division."; and
d) Renumbering the current subsection (C) to subsection (D).

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 33.302 **City Overlay Program** and enacts a replacement § 33.302 as shown in Exhibit A attached hereto.

EXHIBIT A

33.302 City Overlay, Sidewalk, and Trails Programs

(A) In the early 1990s, the city began its in-house overlay program with a stated goal to pave every city street for which public right-of-way existed. Later, the overlay program also began milling and overlaying various important, but deteriorating city streets. In the early 2000s, the Mayor and City Council enlarged the overlay program to maintain and overlay city streets on a regular and rotating basis so that city streets would not deteriorate to such an extent that a full reconstruction would be necessary, and in 2019 a data-based system to select projects based on Pavement Condition Index was implemented.

(B) The mobility plan completed in 2018 established a data based numerical scoring system to prioritize projects in the sidewalk construction and maintenance program and the trail construction program

(C) The procedure to determine priorities for work shall be as follows:

(1) The Transportation Division shall develop plans for paving, curb and gutter, sidewalk and trails, and other street and trail related work from the City's pavement management system, sidewalk and trail prioritization metrics, and service requests.

(2) The plan will be updated on at least a yearly basis and presented to the Transportation Committee for review.

(3) If the administration wishes to amend the overlay, curb and gutter program during the construction year to add an additional project, it shall report this change to the Transportation Committee.

ARTICLE XVI CITY COUNCIL TRANSPORTATION COMMITTEE

33.290 Composition

There is hereby established and continued a City Council Transportation Committee which shall be composed of four (4) City Council members , one (1) from each ward who shall be appointed annually by the Mayor, The members shall elect a chair at its first annual meeting.

(Ord. No. 5540, 10-16-12; Ord. No. 5586, 05-21-13)

33.291 Purpose, Duties and Powers

(A) The Transportation Committee shall make recommendations to the City Council on transportation projects and issues that may arise, including, but not limited to:

(1) Changes, additions, or deletions to the Master Street Plan.

(2) Bids, contracts, contract amendments, change orders, cost share proposals, and other contractual items that require City Council approval.

(3) Requests for authority to begin eminent domain actions, and offers of settlement for eminent domain cases related to transportation projects, except when timing of settlement offers are such that Transportation Committee review is not feasible.

(4)

(5) Funding priorities for proposed major transportation improvement projects and programs.

(6) Street and alley closures and/or right of way vacations.

(7) Funding requests made by transit providers during the yearly budget process.

(8) Changes, additions, or deletions to the bikeway map and trail/street intersections.

(B) The Transportation Committee shall serve as an advisory board to the City Administration, and as a public forum for transportation projects and issues that may arise, including, but not limited to:

(1) Proposed street, sidewalk, bikeway, and transit related improvement plans for major projects to be partially or fully funded by the city. Said review will be at the preliminary stage, and will include typical cross sections and preliminary horizontal and vertical alignments. Said projects will be at the discretion of the City Administration, but generally will include major widening or new location projects, or projects where major changes to existing street cross sections are planned.

(2) Traffic Calming Policies of the city, including review of requests for traffic calming by citizens.

(3) Paving, overlay, sidewalk, trail, and related work plans for work to be completed by the Transportation Division.

(C) Any City Council member may appeal any recommendation of the Transportation Committee to the full City Council.

(D) The Transportation Committee may adopt rules to govern the conduct of its business. Said rules shall be consistent with the provisions of the Arkansas Freedom of Information Act.

(Ord. No. 5540, 10-16-12; Ord. No. 5586, 05-21-13)

33.292—33.300 Reserved

(Code 1965, §§17B-11.2(a), (b), (d); Ord. No. 2109, 6-3-75; Ord. No. 2585, 12-4-79; Ord. No. 3153, 11-19-85; Ord. No. 3340, 3-15-88; Ord. No. 3587, §1, 1-7-92; Ord. No. 4099, 6-16-98; Ord. No. 4652, 12-07-04; Ord. No. 5041, 7-17-07; Ord. No. 5586, 5-21-13)

ARTICLE XVII TRANSPORTATION DIVISION

33.301 Establishment

The Transportation Division (formerly known as the Street Department) has long been established in Fayetteville to maintain and improve city streets, curbs, gutters and sidewalks and to perform related services for our citizens. The Transportation Division works under the supervision of the Mayor and the budgetary authorization of the City Council.

33.302 City Overlay, Sidewalk, and Trails Programs

(A) In the early 1990s, the city began its in-house overlay program with a stated goal to pave every city street for which public right-of-way existed. Later, the overlay program also began milling and overlaying various important, but deteriorating city streets. In the early 2000s, the Mayor and City Council enlarged the overlay program to maintain and overlay city streets on a regular and rotating basis so that city streets would not deteriorate to such an extent that a full reconstruction would be necessary, and in 2019 a data-based system to select projects based on Pavement Condition Index was implemented.(B) The mobility plan completed in 2018 established a data based numerical scoring system to prioritize projects in the sidewalk construction and maintenance program and the trail construction program

(C) The procedure to determine priorities for work shall be as follows:

(1) The Transportation Division shall develop plans for paving, curb and gutter, sidewalk and trails, and other street and trail related work from the City's pavement management system, sidewalk and trail prioritization metrics, and service requests.

(2) .The plan will be updated on at least a yearly basis and presented to the Transportation Committee for review.

(3) If the administration wishes to amend the overlay, curb and gutter program during the construction year to add an additional project, it shall report this change to the Transportation Committee.

33.303—33.310 Reserved

(Ord. No. 3875, 2-21-95; Ord. No. 4304, 3-20-00; Ord. No. 4438, 11-19-02; Ord. No. 5047, 8-07-07; Ord. No. 5173, 9-2-08)

ARTICLE XVI CITY COUNCIL TRANSPORTATION COMMITTEE

33.290 Composition

There is hereby established and continued a City Council Transportation Committee which shall be composed of four (4) City Council members ~~aldermen~~, one (1) from each ward who shall be appointed annually by the Mayor, ~~subject to City Council approval.~~ The members shall elect a chair at its first annual meeting.

(Ord. No. 5540, 10-16-12; Ord. No. 5586, 05-21-13)

33.291 Purpose, Duties and Powers

(A) The Transportation Committee shall make recommendations to the City Council on transportation projects and issues that may arise, including, but not limited to:

(1) Changes, additions, or deletions to the Master Street Plan.

(2) Bids, contracts, contract amendments, change orders, cost share proposals, and other contractual items that require City Council approval.

(3) Requests for authority to begin eminent domain actions, and offers of settlement for eminent domain cases related to transportation projects, except when timing of settlement offers are such that Transportation Committee review is not feasible.

(4) ~~Yearly Transportation Division paving, overlay, sidewalk, and trail/bikeway construction programs.~~

(5) Funding priorities for proposed major transportation improvement projects and programs.

(6) Street and alley closures and/or right of way vacations.

(7) Funding requests made by transit providers during the yearly budget process.

(8) Changes, additions, or deletions to the bikeway map and trail/street intersections.

(B) The Transportation Committee shall serve as an advisory board to the City Administration, and as a public forum for transportation projects and issues that may arise, including, but not limited to:

(1) Proposed street, sidewalk, bikeway, and transit related improvement plans for major projects to be partially or fully funded by the city. Said review will be at the preliminary stage, and will include typical cross sections and preliminary horizontal and vertical alignments. Said projects will be at the discretion of the City Administration, but generally will include major widening or new location projects, or projects where major changes to existing street cross sections are planned.

(2) Traffic Calming Policies of the city, including review of requests for traffic calming by citizens.

(3) Paving, overlay, sidewalk, trail, and related work plans for work to be completed by the Transportation Division.

(~~3~~C) Any City Council member ~~Alderman~~ may appeal any recommendation of the Transportation Committee to the full City Council.

(~~C~~D) The Transportation Committee may adopt rules to govern the conduct of its business. Said rules shall be consistent with the provisions of the Arkansas Freedom of Information Act.

(Ord. No. 5540, 10-16-12; Ord. No. 5586, 05-21-13)

33.292—33.300 Reserved

(Code 1965, §§17B-11.2(a), (b), (d); Ord. No. 2109, 6-3-75; Ord. No. 2585, 12-4-79; Ord. No. 3153, 11-19-85; Ord. No. 3340, 3-15-88; Ord. No. 3587, §1, 1-7-92; Ord. No. 4099, 6-16-98; Ord. No. 4652, 12-07-04; Ord. No. 5041, 7-17-07; Ord. No. 5586, 5-21-13)

ARTICLE XVII TRANSPORTATION DIVISION

33.301 Establishment

The Transportation Division (formerly known as the Street Department) has long been established in Fayetteville to maintain and improve city streets, curbs, gutters and sidewalks and to perform related services for our citizens. The Transportation Division works under the supervision of the Mayor and the budgetary authorization of the City Council.

33.302 City Overlay, Sidewalk, and Trails Programs

(A) In the early 1990s, the city began its in-house overlay program with a stated goal to pave every city street for which public right-of-way existed. Later, the overlay program also began milling and overlaying various important, but deteriorating city streets. In the early 2000s, the Mayor and City Council enlarged the overlay program to maintain and overlay city streets on a regular and rotating basis so that city streets would not deteriorate to such an extent that a full reconstruction would be necessary, and in 2019 a data-based system to select projects based on Pavement Condition Index was implemented.

(B) ~~In the early 2000s, the Mayor and City Council enlarged the overlay program to maintain and overlay city streets on a regular and rotating basis so that city streets would not deteriorate to such an extent that a full reconstruction would be necessary.~~ The mobility plan completed in 2018 established a data based numerical scoring system to prioritize projects in the sidewalk construction and maintenance program and the trail construction program

(C) The procedure to determine ~~which city streets will be funded to be overlaid and/or have curb and gutter~~priorities for work shall be as follows:

(1) The Transportation Division shall ~~report to the City Council Street Committee during its first meeting of the year the results of the previous year's overlay program and propose a recommended list of sections of streets to be overlaid (and any planned curb or gutter work) during the new year.~~develop plans for paving, curb and gutter, sidewalk and trails, and other street and trail related work from the City's pavement management system, sidewalk and trail prioritization metrics, and service requests.

(2) ~~The Street Committee can propose additions or deletions to this list and will recommend it to the City Council~~.The plan will be updated on at least a yearly basis and presented to the Transportation Committee for review.

(3) ~~The City Council after consideration and any amendments shall approve by resolution the approved overlay, curb and gutter program.~~

(4) If the administration wishes to amend the overlay, curb and gutter program during the construction year to add an additional project, it shall ~~request the Street Committee to approve such additional project and the City Council to amend the resolution with possible necessary budget adjustment to allow any such addition to the program~~report this change to the Transportation Committee.

33.303—33.310 Reserved

(Ord. No. 3875, 2-21-95; Ord. No. 4304, 3-20-00; Ord. No. 4438, 11-19-02; Ord. No. 5047, 8-07-07; Ord. No. 5173, 9-2-08)

CITY OF FAYETTEVILLE ARKANSAS

CITY COUNCIL MEMO
2026-495

MEETING OF MARCH 17, 2026

TO: Mayor Rawn and City Council

THROUGH: Kit Williams, City Attorney

FROM: Teresa Turk, Ward 4, Position 1

SUBJECT: **AN ORDINANCE TO AMEND § 161.38 DISTRICT CCR, CONSERVATION, CULTURAL, AND RECREATION**

RECOMMENDATION:

BACKGROUND:
§ 161.38 (D) **Bulk and Area Regulation** require that "(1) At least 80 percent of the zoned area shall be left undeveloped as green space. (2) No more than 10 percent of the Conservation, Cultural, and Recreation zoned area be dedicated to open space that also contains hard surface areas such a parking, paved trail, or other impervious ground cover."

DISCUSSION:
Drainage detention/retention ponds, should be prohibited from any CCR zoned area.

BUDGET/STAFF IMPACT:
N/A

ATTACHMENTS: 3. Turk Approval

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

File #: 2026-495

AN ORDINANCE TO AMEND § 161.38 DISTRICT CCR, CONSERVATION, CULTURAL, AND RECREATION TO PROHIBIT DETENTION AND RETENTION PONDS ON CCR ZONED PROPERTY

WHEREAS, § 161.38 (D) **Bulk and Area Regulation** require that "(1) At least 80 percent of the zoned area shall be left undeveloped as green space. (2) No more than 10 percent of the Conservation, Cultural, and Recreation zoned area be dedicated to open space that also contains hard surface areas such a parking, paved trail, or other impervious ground cover;" and

WHEREAS, drainage detention/retention ponds, should be prohibited from any CCR zoned area.

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 § 161.38 (D) enacting a new § 161.38 (D)(3) as follows:

"(D)(3) Detention/Retention ponds are prohibited from any CCR zoned property."

CivicClerk No.: 2026-495

AGENDA REQUEST FORM

FOR: Council Meeting of March 17, 2025

FROM: Teresa Turk

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 161.38 **DISTRICT CCR, CONSERVATION, CULTURAL, AND RECREATION** TO PROHIBIT DETENTION AND RETENTION PONDS ON CCR ZONED PROPERTY

APPROVED FOR AGENDA:

Approved by email — 2-25-26

Council Member Teresa Turk — Date

Feb 25, 2026

Kit Williams — Date
Approved as to form

2-26-2026

Mayor Molly Rawn — Date
Acknowledgement

Outlook

Re: ordinance to prohibit detention/retention ponds in CCR zoned property

From Turk, Teresa <teresa.turk@fayetteville-ar.gov>
Date Wed 2/25/2026 4:32 PM
To Williams, Kit <kwilliams@fayetteville-ar.gov>

Thank you Kit and I approve of this amendment. Can you please send forward to the City Clerk?

Thanks for your assistance,
Teresa

From: Williams, Kit <kwilliams@fayetteville-ar.gov>
Sent: Wednesday, February 25, 2026 3:32 PM
To: Turk, Teresa <teresa.turk@fayetteville-ar.gov>
Cc: Rawn, Molly <molly.rawn@fayetteville-ar.gov>
Subject: Fw: ordinance to prohibit detention/retention ponds in CCR zoned property

Teresa,

Attached is the ordinance you requested to prohibit detention/retention ponds on CCR zoned property.

Kit Williams
City Attorney
City of Fayetteville AR
479-575-8313

From: City_Attorney <city_attorney@fayetteville-ar.gov>
Sent: Wednesday, February 25, 2026 3:28 PM
To: Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: