

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Tentative Agenda

Tuesday, August 29, 2023

4:30 PM

City Hall Room 219

City Council Members

Vacant Ward 1

Council Member D'Andre Jones Ward 1

Council Member Sarah Moore Ward 2

Council Member Mike Wiederkehr Ward 2

Council Member Scott Berna Ward 3

Council Member Sarah Bunch Ward 3

Council Member Teresa Turk Ward 4

Council Member Holly Hertzberg Ward 4

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

ZOOM INFORMATION:

1. **WEBINAR ID: 878 9997 0510**
PUBLIC REGISTRATION LINK:
[HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/
 WN_UNZVXLB3SPC6MRVSDEVLFQ](https://us06web.zoom.us/webinar/register/?wn_id=87899970510&wn_unzvxlb3spc6mrvsdevlfq)

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS

CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS

- ## 1. MONTHLY FINANCIAL REPORT - CHIEF FINANCIAL OFFICER

A. CONSENT

- A.1. APPROVAL OF THE AUGUST 15, 2023 CITY COUNCIL MEETING MINUTES
(2023-560)**

- ## A.2. BIG BEAR SHREDDING (SERVICE CONTRACT):

A RESOLUTION TO AUTHORIZE THE DESTRUCTION OF CERTAIN
RECORDS SHOWN ON THE ATTACHED FINAL DOCUMENT LIST
PURSUANT TO RELEVANT SECTIONS OF THE ARKANSAS CODE RELATED
TO MAINTENANCE AND DESTRUCTION OF ACCOUNTING AND OTHER
CITY RECORDS (2023-1013)

- A.3. MCCLELLAND CONSULTING ENGINEERS, INC (CONTRACT AMENDMENT #3):**

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$59,609.00 TO PROVIDE ADDITIONAL SERVICES ASSOCIATED WITH THE WEST CENTER STREET AND NORTH HARMON AVENUE INTERSECTION PROJECT – 2019 STREET IMPROVEMENTS BOND PROJECT (2023-955)

- A.4. APAC-CENTRAL, INC. (SERVICE CONTRACT):**

A RESOLUTION TO AWARD BID #23-22 AND AUTHORIZE A CONTRACT WITH APAC-CENTRAL, INC. IN THE AMOUNT OF \$1,809,765.00 FOR THE CONSTRUCTION OF THE 15TH AND RAZORBACK RD. INTERSECTION

IMPROVEMENTS PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$180,000.00, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 STREET IMPROVEMENT BOND PROJECT (2023-1014)

A.5. SPATCO ENERGY SOLUTIONS, LLC (PURCHASE AGREEMENT):

A RESOLUTION TO ACCEPT A QUOTE IN THE AMOUNT OF \$35,340.90 PLUS APPLICABLE TAXES FROM SPATCO ENERGY SOLUTIONS FOR UPGRADED FUEL INVENTORY AND MANAGEMENT SOFTWARE, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$3,534.09, AND TO APPROVE A BUDGET ADJUSTMENT (2023-949)

A.6. STANTEC CONSULTING SERVICES, INC. (SERVICE AGREEMENT):

A RESOLUTION TO AUTHORIZE A CONTRACT WITH STANTEC CONSULTING SERVICES, INC., PURSUANT TO RFP 23-07, IN THE AMOUNT OF \$24,671.00, TO DEVELOP A HISTORIC CONTEXT STATEMENT FOR THE UNIVERSITY HEIGHTS AND HASKELL HEIGHTS NEIGHBORHOODS (2023-966)

A.7. RECREATIONAL TRAIL PROGRAM (GRANT ACCEPTANCE):

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO ACCEPT AND UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS IN THE AMOUNT OF \$100,000.00 FOR THE TRAILS AT LAKE FAYETTEVILLE REGIONAL PARK, TO APPROVE A CITY MATCH OF \$20,000.00 FOR THE PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1012)

A.8. TITAN AVIATION FUELS (SERVICE CONTRACT):

A RESOLUTION TO AWARD RFP 23-06 AND APPROVE A ONE (1) YEAR CONTRACT WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL ONE (1) YEAR TERMS WITH TITAN AVIATION FUELS FOR THE PROVISION OF AVIATION FUEL AND REFUELER TRUCKS FOR DRAKE FIELD (2023-1019)

A.9. SPATCO ENERGY SOLUTIONS, LLC (CONSTRUCTION CONTRACT):

A RESOLUTION TO AUTHORIZE A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$274,398.97 WITH SPATCO ENERGY SOLUTIONS, LLC FOR THE FUEL FARM REHABILITATION PROJECT AT DRAKE FIELD, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$31,939.90, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1018)

A.10. FYV WILDLIFE REHABILITATION (FAA GRANT ACCEPTANCE, CONSTRUCTION CONTRACT, CHANGE ORDER 1):

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A FEDERAL

AVIATION ADMINISTRATION GRANT IN THE AMOUNT OF \$475,738.00 TO FUND 90% OF THE COST OF AN ENVIRONMENTAL ASSESSMENT FOR THE WILDLIFE FENCE REHABILITATION PROJECT AT DRAKE FIELD; TO APPROVE A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$475,956.00 WITH MILESTONE CONSTRUCTION COMPANY, LLC; TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$54,596.00; TO APPROVE A NO COST CHANGE ORDER WITH MILESTONE CONSTRUCTION COMPANY, LLC; AND TO APPROVE A BUDGET ADJUSTMENT (2023-1015)

A.11. ARKANSAS DEPARTMENT OF TRANSPORTATION (UTILITY RELOCATION AGREEMENT):

A RESOLUTION TO APPROVE A UTILITY RELOCATION AGREEMENT WITH THE ARKANSAS STATE HIGHWAY COMMISSION FOR UTILITY RELOCATIONS RELATED TO THE HIGHWAY 62 INTERCHANGE IMPROVEMENTS PROJECT (2023-1022)

A.12. STRUCTURAL PRESERVATION SYSTEMS, LLC (CHANGE ORDER NO. 3):

A RESOLUTION TO APPROVE CHANGE ORDER NO. 3 TO THE DESIGN-BUILD CONTRACT WITH STRUCTURAL PRESERVATION SYSTEMS, LLC IN AN AMOUNT NOT TO EXCEED \$7,884,343.00 TO REHABILITATE THE SEWER PIPELINE AND STABILIZE THE TUNNEL UNDER THE SOUTHBOUND HIGHWAY 112 EXIT RAMP ON I-49, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1023)

A.13. FIREFIGHTER INSPIRATION READINESS AND EDUCATION, LLC (PURCHASE AGREEMENT):

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND ACCEPT A QUOTE FOR THE PURCHASE OF A FIREGROUND COMMAND TRAINING COURSE FROM FIREFIGHTER INSPIRATION READINESS AND EDUCATION, LLC IN THE AMOUNT OF \$106,000.00 (2023-965)

A.14. LION MANUFACTURING (PURCHASE AGREEMENT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF BUNKER GEAR COATS AND PANTS FROM LION MANUFACTURING THROUGH NAFECO, INC., PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, IN THE AMOUNT OF \$49,811.14 PLUS APPLICABLE TAXES AND FREIGHT CHARGES (2023-967)

A.15. MOTOROLA SOLUTIONS (PURCHASE AGREEMENT):

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A DC (DIRECT CURRENT) REVERT SYSTEM FOR THE FAYETTEVILLE RADIO TOWER SITES FROM MOTOROLA SOLUTIONS IN THE AMOUNT OF \$108,915.00 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, PURSUANT TO A

NASPO VALUE POINT COOPERATIVE PURCHASING AGREEMENT (2023-1010)

A.16. 4TH JUDICIAL DISTRICT DRUG TASK FORCE (GRANT ACCEPTANCE):

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2023 JUSTICE ASSISTANCE AND STATE DRUG CRIME ENFORCEMENT AND PROSECUTION GRANT IN THE TOTAL AMOUNT OF \$226,235.00 WITH A LOCAL MATCH IN THE AMOUNT OF \$46,066.00 WHICH WILL BE USED TO PAY A PORTION OF THE SALARIES AND BENEFITS OF 4TH JUDICIAL DISTRICT DRUG TASK OFFICERS WITH THE FAYETTEVILLE, SPRINGDALE, AND PRAIRIE GROVE POLICE DEPARTMENTS AND THE WASHINGTON COUNTY SHERIFF'S OFFICE (2023-1007)

A.17. 2023 PROJECT SAFE NEIGHBORHOODS (GRANT ACCEPTANCE):

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A PROJECT SAFE NEIGHBORHOOD GRANT AWARD IN THE AMOUNT OF \$18,114.00 FOR THE FAYETTEVILLE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1017)

B. UNFINISHED BUSINESS

B.1. HISTORIC BLACK DISTRICT PRESERVATION (LAND PURCHASE):

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

AT THE JUNE 6, 2023 CITY COUNCIL MEETING, THIS ITEM WAS TABLED TO THE SEPTEMBER 5, 2023 CITY COUNCIL MEETING.

B.2. REZONING - 2023-0017: (N. TRUCKERS DR./THE LENNON, 208):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-017 LOCATED NEAR NORTH TRUCKERS DRIVE IN WARD 2 FOR APPROXIMATELY 20.23 ACRES FROM RPZD, RESIDENTIAL PLANNED ZONING DISTRICT TO RMF-18, RESIDENTIAL MULTI-FAMILY, 18 UNITS PER ACRE (2023-952)

AT THE AUGUST 15, 2023 CITY COUNCIL MEETING, THIS ITEM WAS LEFT ON THE FIRST READING.

C. NEW BUSINESS

C.1. KUTAK ROCK, LLP (CONTRACT EXTENSION):

A RESOLUTION TO APPROVE A CONTRACT WITH KUTAK ROCK, LLP PURSUANT TO RFQ 18-14 FOR BOND COUNSEL SERVICES AS NEEDED THROUGH DECEMBER 31, 2024 (2023-1008)

C.2. STEPHENS, INC. (CONTRACT EXTENSION):

A RESOLUTION TO APPROVE A CONTRACT WITH STEPHENS, INC. PURSUANT TO RFQ 18-15 FOR BOND UNDERWRITING AND RELATED SERVICES AS NEEDED THROUGH DECEMBER 31, 2024 (2023-1009)

C.3. UDC ORDINANCE - DATA CENTERS/DIGITAL ASSET MINING FACILITIES (AMENDMENT):

AN ORDINANCE TO AMEND §151.01 DEFINITIONS; §161.31 DISTRICT I-2, GENERAL INDUSTRIAL; AND §162.01 ESTABLISHMENT/LISTING; AND TO ENACT §164.27 DATA CENTERS IN THE UNIFIED DEVELOPMENT CODE TO ADDRESS EXTERNAL NOISE ATTENUATION OF DATA CENTERS AND TO PREVENT NOISE DISTURBANCES IN THE CITY OF FAYETTEVILLE, AND TO DECLARE AN EMERGENCY (2023-957)

C.4. VACATION - 2023-0003: (N. SHILOH DR/JUNCTION AT SHILOH, 363):

AN ORDINANCE TO APPROVE VAC 23-0003 FOR PROPERTY LOCATED NEAR N. SHILOH DR. IN WARD 4 TO VACATE A PORTION OF UTILITY EASEMENT (2023-1020)

C.5. REZONING - 2023-0019: (1634 W. MARTIN LUTHER KING JR BLVD./GREEN MEADOW CAPITAL, 521):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-019 LOCATED AT 1634 WEST MARTIN LUTHER KING JR BLVD IN WARD 1 FOR APPROXIMATELY 0.88 ACRES FROM R-O, RESIDENTIAL-OFFICE AND C-2, THOROUGHFARE COMMERCIAL, TO C-2 THOROUGHFARE COMMERCIAL (2023-1016)

C.6. LAURA GRAY (WATER DAMAGE CLAIM):

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO PAY THE TOTAL AMOUNT OF \$50,000.00 TO LAURA GRAY FOR A WATER DAMAGE CLAIM ARISING AT 1284 EAST SHADOW RIDGE DRIVE, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1021)

C.7. APPEAL: CONDITIONAL USE PERMIT - 2023-0073: (10 S. PALMER AVE./ BEYKIRCH, 521):

A RESOLUTION TO GRANT THE APPEAL OF COUNCIL MEMBERS SCOTT BERNA, HOLLY HERTZBERG, AND D'ANDRE JONES AND APPROVE

CONDITIONAL USE PERMIT CUP 2023-073 FOR A SHORT-TERM RENTAL
AT 10 SOUTH PALMER AVENUE (2023-1006)

PROPOSED AGENDA ADDITIONS

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

**D.1. SALES TAX REPORT - PAUL BECKER AND ENERGY REPORT - PETER
NIERENGARTEN**

D.2. FAYETTEVILLE HOUSING REPORT (1 OF 3) - BRITIN BOSTICK

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

G. ADJOURNMENT



CITY COUNCIL MEMO

2023-1013

MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council
THRU: Kara Paxton, City Clerk/Treasurer
FROM: Christine Rea, Document Management Manager
DATE: August 17, 2023
SUBJECT: 2023 Destruction of Documents

RECOMMENDATION:

Staff recommends the physical destruction of specific paper city documents. All documents recommended for destruction have been microfilmed or scanned and maintained for the required length of time per federal, state, and local laws.

BACKGROUND:

The local code shows that the City Clerk-Treasurer is empowered and authorized to oversee the destruction of city records pursuant to state law, particularly A.C.A. § 14-59-114 when authorized by City Council Resolution.

DISCUSSION:

Periodically, the document manager on the City Clerk Treasurer's team completes an audit of archived documents. This audit determines which archived documents are ready to be purged. By utilizing Laserfiche, our database management system, we are able to pull a list from the system that assists us to organize the physical boxes for destruction. This also assists us in the verification of ensuring that all records have been kept for the appropriate amount of time. In order to ensure that our office has the capacity to have space for new archived records, we are requesting to destroy records that have been electronically stored and/or records that the City is no longer required to keep.

Our goal is to be able to purge all documents at the same time. However, due to the number of documents that need to be purged, we may need to set up two separate dates and times in order to complete this process. We are asking that the City Council approve the archived documents to be destroyed now in order to start the process of coordinating the dates that the destruction will take place.

BUDGET/STAFF IMPACT:

The expenditure of funds to complete this process was approved within the 2023 budget. Due to the different types of documents that need to be destroyed, we were not able to obtain a quote from Shredmax or Shredit due to their inability to shred rolled documents. The cost to purge these documents has been estimated by Big Bear Shredding to be around \$3,100.

ATTACHMENTS: 2023-1013 SRF, 2023 Big Bear Revised Estimate (#1759), Final Document List 2023

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1013

2023 Destruction of Documents

A RESOLUTION TO AUTHORIZE THE DESTRUCTION OF CERTAIN RECORDS SHOWN ON THE ATTACHED FINAL DOCUMENT LIST PURSUANT TO RELEVANT SECTIONS OF THE ARKANSAS CODE RELATED TO MAINTENANCE AND DESTRUCTION OF ACCOUNTING AND OTHER CITY RECORDS

WHEREAS, the Arkansas Code establishes the amount of time that the City is required to maintain accounting, court and other records and also provides a procedure for the destruction of records not required to be maintained permanently if the records to be destroyed have been microfilmed or scanned into the City's server or have been maintained for the amount of time required by state law.

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 Fayetteville City Clerk-Treasurer's Office to destroy the paper copies of certain accounting and other City records identified in the affidavit attached to this Resolution pursuant to the Arkansas Code relating to the maintenance and destruction of records.

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to accept the proposal of Big Bear Shredding, a copy of which is attached to this Resolution, to conduct the destruction of the documents.

City of Fayetteville Staff Review Form

2023-1013

Item ID

9/5/2023

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

Christine Rea

8/11/2023

City Clerk (051)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to authorize the destruction of certain documents shown on the attached 2023 Final Documents List pursuant to relevant sections of the Arkansas Code related to maintenance and destruction of Accounting and other City Documents.

Budget Impact:

1010.051.1510-5315.00

General Fund

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 13,350.00

Expenses (Actual+Encum)

\$ 78.36

Available Budget

\$ 13,271.64

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 13,271.64

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Purge Estimate



Estimate # 1759

Estimate Date 8/15/2023

Customer Information

City of Fayetteville Arkansas

Christine Rea

101 W Rock St

Fayetteville, AR 72701

crea@fayetteville-ar.gov

(479) 575-8326

Bill To:

Christine Rea

101 W Rock St

Fayetteville, AR 72701

crea@fayetteville-ar.gov

(479) 575-8326

Job Description

Big Bear Shredding will provide Certified Purge Shredding Service as follows:

Shredding Location: 101 W Rock St
Fayetteville, AR 72701

Estimated Materials to Shred: 131 standard size boxes of paper-based records
68 double size boxes of paper-based records

Rates: \$12.00 per standard size box
\$18.00 per double size box
\$299 minimum charge for this project/service

Additional Information

- Any empty cardboard boxes will be left with you for recycling.
- A credit card is required in advance of the project. The card on file will be charged when the shredding is completed. Please call our office at (417) 65-SHRED if you require other payment arrangements
- All Secure Destruction Services are performed subject to the Terms and Conditions published at www.BigBearShredding.com/Terms.
- This estimate will be valid for 14 days.

Thank you for the opportunity to serve you!



Name

Date

Signature

Terms and Conditions

Applicability. These Standard Terms and Conditions (Agreement) will serve as the only mutually approved provisions governing the relationship and expectations of and between Big Bear Shredding, LLC (Company) and the Customer represented and bound hereby, unless superseded by a separately executed contract. Further, this Agreement is limited to the service incident upon which it presented and shall not extend to other service incidents or group of separate service incidents. **Description of Services.** Company will provide the services for the secure destruction/recycling/disposal of media and/or materials that is reasonably in accordance with Company's written and published representations ("Services"). Company will furnish a written verification of the completion of such Services to Customer, upon request by Customer. **Services by Third Parties.** Company may procure the services of any responsible third party to perform all or part of the Services, insofar as said third party complies with all security standards and procedures required of Company by Customer, and further that said third party shall accept in writing the fiduciary responsibility requisite of the transfer of custody. Company will remain liable for all Services performed for Customer. Company will record all custody transfers and/or the use of any subcontractor to render contracted services to the Customer, and make Customer aware of any use of any subcontractor, including their identity. **Right to Rely on Instructions.** Company may act in reliance upon any instruction, instrument, or signature reasonably believed by Company to be genuine, and may assume that any of Customer's employees or any employee of Customer's affiliates or subsidiaries giving any written or verbal notice, request, or instruction has the authority to do so. **Compliance with Contracts, Laws and Regulations.** Customer shall be responsible for, and warrant compliance with, all contractual restrictions and all applicable laws, rules and regulations, including but not limited to environmental laws and contractual restrictions and laws governing the confidentiality, retention and disposition of information contained in any materials delivered to Company. Company shall comply with applicable laws, statutes, regulations and ordinances. **Cooperation and Assistance.** Customer shall cooperate with Company with regard to the performance of the Services, subject to normal security requirements and in a manner that is not unnecessarily disruptive to Customer's business operations, by providing to Company such information, data, access to premises, management decisions and approvals as may be reasonable to permit Company to perform the Services hereunder. **Hazardous Substances.** Customer shall not transfer to Company any material not described in Exhibit A without prior authorization that is considered toxic or dangerous or which is regulated under any federal or state law or regulation relating to hazardous materials. In the event of the accidental or negligent custodial transfer of hazardous or regulated waste, including bio-hazard, Customer agrees to arrange to appropriately, safely and legally assume custody of such hazardous materials at its expense and to ~~indemnify~~ ^{make} Company from any property damage or personal injury resulting from such transfer of material. **Material Descriptions.** Itemized lists or descriptions of contents of materials submitted by the Customer to the Company shall be generally considered for recordkeeping, reconciliation, and reference purposes only, and are not to be considered proof that said documents contained on such lists and descriptions are in fact contained in the materials accepted. Company will make provision for validation of such document contents in advance and under special terms and fees at the request of the Customer. **Negotiable Items.** Customer agrees to make Company aware in writing and in advance of any instance in which negotiable instruments, including but not limited to checks, bearer bonds, travel checks, or coupons will be presented for destruction, and further, that in absence of such notice, Company incurs no liability related to the restitution for the value of such negotiable instruments. **Fees and Payments.** All standard charges for Services under this Agreement are as represented in writing at the time of service or as agreed separately by Company and Customer. Invoices shall be due and payable upon receipt of the applicable invoice. ~~Amounts due and not paid within thirty (30) days after Customer's receipt of the invoice shall bear interest at the rate of one and one quarter per cent (1.25%) per month.~~ ^{me} **Confidentiality.** "Confidential Information" means any information relating to Customer's property, business and affairs. Unless such Confidential Information was previously known to Company free of any obligation to keep it confidential, is subsequently made public by Customer or by a third party having a legal right to make such disclosure, or was known to Company prior to receipt of same from Customer, it shall be held in confidence by Company and shall be used only for the purposes provided in this Agreement. Company shall use the same degree of care to safeguard your Confidential Information as it uses to safeguard its own. However, Company may comply with any subpoena or similar order related to materials delivered to Company; provided that it shall, unless prohibited by law, notify Customer promptly of any such subpoena or notice. Customer shall pay Company's reasonable costs for such compliance. **HIPAA Provisions.** Company acknowledges that in connection with this engagement with Customer it may have access to protected health information ("PHI") and therefore may be acting as a "business associate" under the HIPAA Privacy and Security Rules. In connection with this information, BA agrees that it (a) will not use or further disclose PHI other than as permitted to perform these services or as permitted or required by law; (b) will report to Customer, within a reasonable period of time, any use or disclosure of PHI or Breach or Security Incident not provided for by this Agreement and affecting Customer's PHI of which it becomes aware; (c) will use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Agreement; (d) will require that all of its subcontractors and agents to which it provides PHI pursuant to the terms of this Agreement agree to all of the same restrictions and conditions to which BA is bound; (e) will make available for access and amendment PHI that it maintains to the extent this PHI is part of a designated record set; (f) will make available upon Customer's request an accounting of disclosures in accordance with the Privacy Rule; (h) will make available to the Secretary of Health and Human Services upon reasonable notice the internal records and documentation necessary to determine the Customer's HIPAA compliance as it relates to this engagement; (i) upon termination of this Agreement will, where feasible, return or destroy all PHI received from Customer under this Agreement; (j) will otherwise meet applicable requirements of the Privacy Rule; (k) will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it receives or maintains on behalf of the Customer. BA also will conduct its activities in accordance with reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft where reasonably applicable to BA's services. **Presentation of Claims.** Customer must present any claim with respect to any Service in writing to Company within a reasonable time and in no case later than three (3) months after the occurrence of the event on which the claim is based. **Arbitration.** ~~Any claim, controversy, or dispute arising out of or relating to this Agreement, or any interpretation or breach of this Agreement or performance under this Agreement, including without limitation any dispute concerning the scope of this Agreement, that cannot be resolved within fifteen (15) days by informal discussions between the parties, shall be resolved by submission to final, binding and non-appealable arbitration, without any right by either party to trial de novo in any court. Such arbitration and all pre-hearing, hearing, and post-hearing arbitration procedures, including for discovery, disclosure of arbitrator's interests, and challenge of designation of any arbitrator, shall be conducted under the Commercial Arbitration Rules of the American Arbitration Association. A single arbitrator shall be selected by the American Arbitration Association.~~ ^{me} **Limitation of Liability.** Company shall not be responsible or liable in any manner whatsoever for the release or loss of any materials deposited in bins or otherwise delivered to it for secure destruction unless the release or loss is due to Company's negligence or willful misconduct. Company's maximum liability for any and all claims arising with respect to Services provided under this Agreement shall not exceed the aggregate amounts paid by Customer with respect to Services provided at the particular Customer location during the six (6) months preceding the event which gives rise to a claim. In no event shall Company be liable for any consequential, incidental, special or punitive damages, regardless of whether the action is brought in tort, contract or any other theory. **Ownership Warranty.** Customer warrants that it is the owner, legal custodian or otherwise has the right to deliver for confidential destruction and/or recycling/disposal any and all materials Customer provides Company hereunder. Customer shall reimburse Company for any expenses reasonably incurred by Company (including reasonable legal fees) by reason of Company complying with its obligations under this Agreement to destroy/recycle/dispose of such materials in the event of a dispute concerning the destruction of the materials provided by Customer to Company. **Binding Nature and Assignment.** This Agreement shall be binding on the parties and their respective successors and assigns. Except as permitted above, neither party may assign this Agreement, except to an affiliate, without the prior written consent of the other party, which consent shall not be unreasonably withheld. **Force Majeure.** Each party shall be excused from any delay or failure in performance under this Agreement for any period if and to the extent that such delay or failure is caused by acts of God, governmental actions, labor unrest, riots, unusual traffic delays or other causes beyond its control. **Relationship of Parties.** Company is acting as an independent contractor hereunder and has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all work to be performed by Company under this Agreement. **Invalidity.** If any provision of this Agreement is declared invalid by any tribunal of competent jurisdiction, then such provision shall automatically be adjusted to the minimum extent necessary to the requirements for validity as declared at such time and as so adjusted shall be deemed a provision of this Agreement as though originally included herein. In the event that the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though such provision had never been included herein. In either case, the remaining provisions of this Agreement shall remain in effect.

8/17/2023
revisions okay per
Magg Abernathy

City Clerk Document Destruction 2023

7/18/2023 2:07:36 PM

Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
Accounting	2018	AP Check Backup & ACH (Dec 2017-Feb 2018)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1998	Payroll (Higdon - Kennedy)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1998	Payroll (Sawn- Smith)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2008	Payroll	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2011	Payroll (Wright - Z)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1986	Payroll (Nicholsom-Perryman)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1992	Correcting JE's	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2011	Payroll Files Mark - Nguyen	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1998	Payroll Files Ryan Lewis - Matthews	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1998	Payroll Files Finklea - Goddard	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1984	Payroll Files Brandon Smith - Stidman	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2018	Daily Closeout Aug 2018 - Nov 2018	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2018	AP Check Backup May 2018 - July 2018	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2019	AP P Card Backups Nov 2019	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2019	HMR & SB	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2017	Airport Paid Accounts Receivables	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2017	AP Batch List	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2019	HMR Tax forms July 2019 - Dec 2019	ROCK ST	DOCUMENT MANAGEMENT	7	2026
Accounting	2018	Journal Entires	ROCK ST	DOCUMENT MANAGEMENT	7	2025
Accounting	2018	Daily Closeout	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2019	Journal Entries March - June	ROCK ST	DOCUMENT MANAGEMENT	7	2026
Accounting	1972	1972-1981 W/S Fixed Assets & Depreciation	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1982	1982 Fixed Assets (excluding WS)	ROCK ST	DOCUMENT MANAGEMENT	7	2023

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Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
Accounting	1982	MGJ2 Balance & Recap	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1983	Fixed Assets	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1986	Financial Statement	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1986	Acct Balance Sheet-All Funds	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1987	MGJ2-Itemized Financial Reports-Year End	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1987	Year End MGJ2	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1988	Fixed Assets (All)-from Microdata Conversion to Cameo	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1988	Year End MGJ2-Fund 550-972	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1988	MGJ2 December-acct 101-000-0-100.00 thru 101.01.5.601.00	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1989	Accts Payable Register-June	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1989	Check Register	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1989	Fixed Assets	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1989	MGJ3-Itemized Financial Reports-Fund 101	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1989	MGJ3-Itemized Financial Reports-Fund 210-540	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1989	MGJ3-Itemized Financial Reports-Fund 550-972	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1989	Payroll reports for voided checks-payroll 1 thru payroll 20	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1990	Fixed Assets 12/30/1990	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1990	Labor Distribution Report-payroll #9-payroll #15	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1990	Labor Distribution Report-payroll #1 thru payroll #8	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1990	MGJ3-Itemized Financial Reports-Fund 101	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1990	MGJ3-Itemized Financial Reports-Fund 210-550	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1990	Monthly Check Registers Dec 12-31-02	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1991	Accts Payable Register-Sept 1991	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1991	Check Register	ROCK ST	DOCUMENT MANAGEMENT	4	2023

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Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
Accounting	1991	Fixed Assets-12/31/99	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1991	Fixed Assets	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1992	Accumulated Transaction Listing-Jan-Dec	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1992	Check Register-05/01/1992-12/31/1992	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1992	Fixed Assets	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1992	MGJ3 - Itemized Financial Records - August	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1993	Accts Receivable Register	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1993	Accts Receivable Register	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1993	Financial Statement-December	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1993	Fixed Assets	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1993	Encumbrance Reconciliation	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1994	Fixed Assets Report	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1994	Aged Account Receivables-June	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1994	Aged Account Receivables-Oct thru Dec	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1994	Accumulative Transaction Listing - 6190-0103-00 WAC / 9730-1995-00 Public W	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1995	Accumulated Transaction Journal-Acct 1010-0100-00 thru 1010-1620-5890-00	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1995	Accumulated Transaction Listing-acct 6880-9700	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1995	Accumulated Transaction Listing-acct 5400-0940 fund 6870	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1995	Accumulated Transactions-1010-1710 thru 5140	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1995	Fixed Assets	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1995	Check Register	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1996	Accumulated Transaction Listing-Acct 1010-0100 to 1010-0600-5890	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1996	Check Register	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1996	Fixed Assets	ROCK ST	DOCUMENT MANAGEMENT	7	2023

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Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
Accounting	1996	Fixed Assets Report	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1996	Monthly Financial Statements-April - June	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1997	Financial Statement-Oct-Dec	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1997	Financial Statement-Jan-Mar	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1997	Financial Statement-July-Sept	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1997	Financial Statement-Apr- June	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1997	Fixed Assets	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1997	GL-Acct 1010-0150 thru 4170	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1997	GL-Acct 1010-0100 thru 1010-0150	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1997	GL Accum Transactions-Acct 5400	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1997	GL Accum Transactions	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1997	General Ledger-Acct 5400-0940 thru 6820	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1998	Accumulated Trans - GL-Acct 5400-0310-01 thru 5400-0907-00	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1998	End of Year-Acct	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1998	Fixed Assets	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	1998	G/L Accum Trans Report - 5400-1100-00 thru 5400-6800-7505-00	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1998	G/L Accum Trans Report - 5500-0100-00 thru 5500-5070-5403-00	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1998	GL Accum Transactions - 5550-0100-00 thru 9700-1920-5890-00	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1998	GL Accum Transactions- 5400-0100-00 thru 5400-0310-00	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1998	GL Accum Transactions- 1010-2940-100-00 thru 44709470-7602-50	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1998	GL Accum Transactions- 1010-0100-00 thru 1010-2900-7602-93	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1999	Check Register	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1999	Check Register-8/1/99-7/11/99	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1999	Payroll Disbursements	ROCK ST	DOCUMENT MANAGEMENT	4	2023

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Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
Accounting	1999	Year End Accurals-Sick, Vacation & Personal Holiday.	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	1999	EOM Report	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2000	County Daily Receipts (Jrnl Adj Entries)-December	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2000	W2/1099 Tapes-Registers	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2000	Disbursements from payroll	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2000	Fixed Assets Changes	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2000	Payables	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2000	Safety Payroll-9/1/2000	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2000	Year End Accurals	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2000	GL Journal Bond List & Disbursements-EOM	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2001	Fixed Assets Changes	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2001	Payables	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2001	Payroll Disbursements	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2001	Year End Accurals	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2001	City Adjustment Journal	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2001	Monthly Reporting- Acct	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2001	City Daily Receipts Journal-Jan thru Apr	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2001	County Adjustments Journal	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2001	County Daily Receipts Journal	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2002	Accounts Receivables-December	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2002	Acct Receivables - May thru July	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2002	Accts Receivable Register-Oct thru Dec 5th	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2002	Disbursements forms- payroll	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2002	Fixed Assets	ROCK ST	DOCUMENT MANAGEMENT	7	2023

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Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
Accounting	2002	General Ledger	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2002	Payroll-Safety Award-September	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2002	City Adjustment Journal	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2002	County Daily Receipts Journal	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	1099 Validated Invoices	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Accural Hours	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Disbursements from payroll	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Financial Statement	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll-Safety Award-September	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	W2/1099 Tapes-Registers	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	County Daily Receipts Journal	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2003	City Adjustment Journal	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2003	County Adjustments Journal	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2003	Updates-December	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #6 Mar 3 thru Mar 16 (Paid 3/21/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #10 April 28-May 11 (paid 5/16/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #1 Dec 23-Jan 05 (paid 1/10/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #17 Aug 04-Aug 17 (paid 8/22/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #9 Apr 14-Apr 27 (paid 5/2/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #8 Mar 31-Apr 13 (paid 4/18/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #14 June 23-July (paid 7/11/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #26 Dec 08-Dec 21 (paid 12/26/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #21 Sep 29-Oct 12 (paid 10/7/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #5 Feb 17-Mar 02 (paid 3/7/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023

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Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
Accounting	2003	Payroll #4 Feb 3-Feb 16 (paid 2/21/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #12 May 26-June 8 (paid 6/13/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #23 Oct 27-Nov 09 (paid 11/14/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #11 May 12-May 25 (paid 5/30/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #7 Mar 17-Mar 30 (paid 4/4/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #13 Jun 09-Jun 22 (paid 6/27/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #22 Oct 13-Oct 26 (paid 10/31/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #20 Sept 15-Sept 28 (paid 10/03/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #2 Jan 6-Jan 19 (paid 1/24/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #16 Jul 21-Aug 03 (paid 8/8/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #24 Nov 10-Nov 23 (paid 11/26/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #19 Sep 1-Sep 14 (paid 9/19/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #18 Aug 18-Aug 13 (paid 9/5/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2003	Payroll #15 Jul 7-July 20 (paid 7/25/03)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2004	County Daily Receipts Journal	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2004	City Adjustment Journal	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2004	EOM Report	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2004	County Adjustments Journal-December	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2005	Payday Register- DOJ Settlement	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #14-June 20-July 3	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #24- Nov 7-Nov 20	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #23-Oct 24-Nov 6 (run 11/10)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	City Adjustment Journal	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2005	County Adjustments Journal	ROCK ST	DOCUMENT MANAGEMENT	7	2023

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Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
Accounting	2005	City Adjustment Journal	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2005	Payroll #7- Mar 14-Mar 27 (run 4/1)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #20-Sept 12-Sept 25 (run 9/30)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #21-Sept 26-Oct 9 (run 10/14)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #22-Oct 10 - Oct 23 (run 10/28)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	County Daily Receipts Journal	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2005	Payroll #13-Jun 6-Jun 19 (run 6/24)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #16-July 18-July 31 (run 8/5)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #26-Dec 5-Dec 15 (run 12/22)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Disbursements	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #18-Aug 15-Aug 28 (run 9/2)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #2-Jan 3-Jan 16 (run 1/21)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #4-Jan 31-Feb 13 (run 2/18)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #25 Nov 21-Dec 04 (paid 12/9/05)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #19 Aug 29-Sept 11 (paid 9/16/05)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #15 Jul 4-Jul 17 (paid 7/22/05)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #6 Feb 28-Mar 13 (paid 3/18/05)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #11 May 9-may 22 (paid 5/27/05)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #17 Aug 1-Aug 14 (paid 8/19/05)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #12 May 23-June 5 (paid 6/10/05)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #5 Feb 14-Feb 27 (paid 3/4/05)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #1 Dec 20-Jan 02 (paid 1/7/05)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #9 Apr 11-Apr 24 (paid 4/29/05)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #3 Jan 17-Jan 30 (paid 2/4/05)	ROCK ST	DOCUMENT MANAGEMENT	4	2023

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Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
Accounting	2005	Payroll #8 Mar 28-Apr 10 (paid 4/15/05)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2005	Payroll #10 Apr 25-May 8 (paid 5/13/05)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2006	Disbursements	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2006	Fixed Assets	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2006	Special Census Payroll	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2006	City Adjustment Journal	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2006	Accts Payable-Feb 17-Mar 20	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2006	County Daily Receipts Journal	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2006	EOM Report-Jan thru Oct	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Accounting	2007	Fixed Assets	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Accounting	2007	Payroll Disbursements	ROCK ST	DOCUMENT MANAGEMENT	4	2023
ACCOUNTING Accounting Dept Accounting Dept	2019	Daily Cash Posting April 2019 - Sept 2019	Rock Street	Accounting	4	2023
Admin	2009	FEMA PW's & Support	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Admin	2004-2013	Closed Grant	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Admin	2007-2008	FOIA	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Airport	2018	Airport Employee Files	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Airport	2019	Airport Jan-March	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Airport	2019	April - Aug	ROCK ST	DOCUMENT MANAGEMENT	4	2023
AIRPORT Airport Airport	1980	Employee Files	Rock Street	NOT REQUIRED (per Pam)	4	2023
AIRPORT Airport Airport	1980-1997	Airport Employee Files	Rock Street	Laserfiche NOT REQUIRED (per Pam)	4	2023
AIRPORT Airport Airport	1980-2022	Airport Employee Files	Rock Street	Laserfiche NOT REQUIRED (Per Pam)	4	2023
Budget	1988	Final Balance Sheets/Budget Analysis	ROCK ST	DOCUMENT MANAGEMENT	4	2023
City Clerk	2018	City Clerk Contracts	ROCK ST	DOCUMENT MANAGEMENT	4	2023
CITY CLERK Building Safety Building Safety	1980	Plats from years 1980-2002	Rock Street	Document Managment	4	2023

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Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
CITY CLERK Building Safety Building Safety	1980	Plats from 1980-2001	Rock Street	Document Management	4	2023
CITY CLERK City Clerk City Clerk	1946-1990	Contracts & Agreements 1946-1990 Sewer Replacements 1985-1988	Rock Street Storage	Document Management	5	2023
CITY CLERK City Clerk City Clerk	2003	Plats	Rock Street	Document Management	5	2023
CITY CLERK City Clerk City Clerk	1996-2004	Plats	Rock Street	Document Managment	1	2023
Civil Service	2007	Civil Service Police & Fire Apps	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Civil Service	2007	Police & Fire Civil Service Testing	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Civil Service	2006	Police & Fire Applications	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Civil Service	2005	Police & Fire Civil Service	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Community Resources	1989-2001	Habitat for Humanity, Sang Storage, Health Clinic Lease	ROCK ST	DOCUMENT MANAGEMENT		2023
COMMUNITY RESOURCES Community Resources Community	1995	Habitat for Humanity & YRCC MISC. 1989-2001	Rock Street	Document Management	5	2023
Community Services	2001	Subrecieptient	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Court	1997	DWI's	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Court	1997	Case Numbers FPD	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Court	2001	Municipal Court Register	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Fleet	1992	Shop-AIJ - Year End 1992-Fund 9700-9720	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Fleet	1993	Shop Maintenance FYE-Fund 9700-9720	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Fleet	1995	Motor Pool & Replacement Charges	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Fleet	1999	Motor Pool Fuel/Fluid Usage Report-1999-2000	ROCK ST	DOCUMENT MANAGEMENT	4	2023
Fleet	2002	Motor Pool - Fleet-Fuel/Fluid Usage	ROCK ST	DOCUMENT MANAGEMENT	4	2023
HR	2006	Terminated Employees	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2008	Civil Service Misc	ROCK ST	DOCUMENT MANAGEMENT	3	2023
HR	2005	Terminated Employees	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2004	Terminated Employees	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2010	Terminated Employees (T-Z)	ROCK ST	DOCUMENT MANAGEMENT	7	2023

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Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
HR	2006	Terminated Employees (Sch-Z)	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	1992-1995	Civil Service Personnel Files	ROCK ST	DOCUMENT MANAGEMENT	4	2023
HR	1989-1991	Pay Plan	ROCK ST	DOCUMENT MANAGEMENT	4	2023
HR	2000	BCBS Info Misc	ROCK ST	DOCUMENT MANAGEMENT	4	2023
HR	1998	Terminated Employees (A-Mann)	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2015	Terminated Employees (Sm-W)	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	1990-2002	Payroll (Robbins, Sarver)	ROCK ST	DOCUMENT MANAGEMENT	4	2023
HR	2000-2002	Terminated Employees	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2012	Terminated Employees (Q-Z)	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2005	Terminated Employees (A-Ha)	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	1998-2010	Terminated Employees	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2004	Terminated Employees (M-Z)	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2005	Terminated Employees (P-Z)	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2002	Terminated Employees (A-C)	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2003	Terminated Employees (L-Z)	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2014	Terminated Employees (A-L)	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2011	Terminated Employees (A-K)	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2003	Terminated Employees Misc	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2003	Terminated Employees (P-Z)	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2003	Terminated Employees (A-O)	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2004	Workmans Comp	ROCK ST	DOCUMENT MANAGEMENT	4	2023
HR	1993	Misc Info	ROCK ST	DOCUMENT MANAGEMENT	4	2023
HR	2014	Terminated Employees (S-W)	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2005	Fire/PD Pension Reports	ROCK ST	DOCUMENT MANAGEMENT	4	2023

City Clerk Document Destruction 2023

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Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
HR	2008-2010	FMLA	ROCK ST	DOCUMENT MANAGEMENT	3	2023
HR	1989-1993	Workmans Comp A-Z files	ROCK ST	DOCUMENT MANAGEMENT	6	2023
HR	2008	Civil Service F.D./P.D. Misc files	ROCK ST	DOCUMENT MANAGEMENT	3	2023
HR	2000	Civil Service Settlements	ROCK ST	DOCUMENT MANAGEMENT	3	2023
HR	2007	Term Employee H-Z	ROCK ST	DOCUMENT MANAGEMENT	7	2023
HR	2007	Workmans Comp	ROCK ST	DOCUMENT MANAGEMENT	6	2023
HR	2016	HR FMLA	ROCK ST	DOCUMENT MANAGEMENT	3	2023
HR	2014	HR FMLA	ROCK ST	DOCUMENT MANAGEMENT	3	2023
HR	2004	HR Fire Apps, Police Apps, Job Postins	ROCK ST	DOCUMENT MANAGEMENT	4	2023
HR	2015	FMLA	ROCK ST	DOCUMENT MANAGEMENT	3	2023
HR	1997	Pension Payroll for PD & Fire Retired Employees	ROCK ST	DOCUMENT MANAGEMENT	4	2023
HR	1999	Service Awards	ROCK ST	DOCUMENT MANAGEMENT	4	2023
hR	2000	BC/BS Reconciliation	ROCK ST	DOCUMENT MANAGEMENT	4	2023
HR	2000	Employee of the month	ROCK ST	DOCUMENT MANAGEMENT	4	2023
HR	2000	Pension Transfer-Bank Of OK	ROCK ST	DOCUMENT MANAGEMENT		2023
HR	2001	Pension Transfer-Bank Of OK	ROCK ST	DOCUMENT MANAGEMENT		2023
HR	2002	Service Awards- Dec 11, 2002	ROCK ST	DOCUMENT MANAGEMENT		2023
HR	2002	Pension Transfer -Bank of OK	ROCK ST	DOCUMENT MANAGEMENT		2023
HR	2003	Fire & Police Pension - General	ROCK ST	DOCUMENT MANAGEMENT		2023
HR	2003	Service Awards-12/17/2003	ROCK ST	DOCUMENT MANAGEMENT		2023
HR	2007	Civil Service Applications for Fire & Police 2006 & 2007	Rock St	Document Management	3	2023
HR	2005	2002-2005 Police & Fire Civil Service Applications	Rock St	Document Management	3	2023
HR	2010	2010-2019 TERMED RETIREE/COBRA COVERAGE BENEFIT FILES	ROCK ST	HR	2	2023
HR	2015	FMLA 2015	ROCK ST	HR	3	2023

City Clerk Document Destruction 2023

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Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
HR	2014	FMLA 2014	ROCK ST	HR	3	2023
HR	2006	CIVIL SERVICE TESTING PD & FD 2006-2010	ROCK ST	HR	3	2023
HR	2019	2019 TERM BENEFIT A-F	ROCK ST	HR	2	2023
HR	2015	CIVIL SERVICE COMMISSION PD	ROCK ST	HR	3	2023
HR	2011	CIVIL SERVICE COMMISSION AUG 2011-APRIL 2014	ROCK ST	HR	3	2023
HR	2018	TERM BENEFITS CA - DA	ROCK ST	HR	3	2023
HR	2018	TERM BENEFITS BE - CA	ROCK ST	HR	3	2023
HR	2005	2015 SEC 125 PLAN DOCS 2005-2009 COBRA - WAGE WORKS AUDIT	ROCK ST	HR	2	2023
HR	2005	2005-2008 CIVIL SERVICE FIRE AND POLICE APPLICANTS	ROCK ST	DOCUMENT MANAGEMENT	3	2023
HR	2001	2001-2002 CIVIL SERVICE POLICE APPLICATIONS	ROCK ST	DOCUMENT MANAGEMENT	3	2023
HR	2006	2006-2007 POLICE & FIRE CIVIL SERVICE TESTING	ROCK ST	DOCUMENT MANAGEMENT	4	2023
HR	2002	1992-2002 Police Documents	Rock St	Document Management	10	2023
HR	2004	Fire Apps 2003 Police Apps 2004	Rock Street	Document Managemnt	3	2023
Misc	2010	Mayors Office City Attorney Files	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Planning	1979	HWY 71 Easements	ROCK ST	DOCUMENT MANAGEMENT	1	2023
Police	1998	Fay Police Reports-January -June	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Police	2001	Fay Police Reports-Aug thru Dec	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Police	2001	FPD Alpha Listing	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Police	2002	Fay Police Reports-July thru Dec	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Police	2003	Fay Police Reports-Jan -July	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Police	2003	Fay Police Reports-Aug thru Dec	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Police	2004	Police Arrests Reports-July thru December	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Police	2004	Police Arrests Reports-Jan thru June	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Police	2005	Police Arrests Reports-Jan thru June	ROCK ST	DOCUMENT MANAGEMENT	3	2023

City Clerk Document Destruction 2023

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Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
Police	2005	Police Arrests Reports-July thru December	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Police	2006	Police Arrests Reports-Jan thru May	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Police	2006	Police Arrests Reports-Jun thru November	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Purchasing	2020	Bids	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Purchasing		RFQ 20-01	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Purchasing	2018	Auctions	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Purchasing	2019	RFQ City of Fayetteville	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Purchasing	2019	Bids	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Purchasing	2018	RFP & RFQ 18-10 / 18-17	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Purchasing	2018	Bids	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Purchasing	2016	RFQ	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Purchasing	1989	Open P.O. Liquidation Register-June	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	1993	Cash Deposits-February	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	1993	Cash Daily Transaction Journal-Jan -Mar	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	1994	Deposits-December	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	1996	Cash Receipts Register-August	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2002	Cashier Balance Report	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2002	City Daily Receipts Journal-Sep thru Dec	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2002	City Daily Receipts Journal-May thru August	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2002	City Daily Receipts Journal-Jan thru Apr	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2003	Cashier Balance Report	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2003	City Daily Receipts Journal-Jan thru Apr	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2003	City Daily Receipts Journal-May thru August	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2003	City Daily Receipts Journal-Sep thru Dec	ROCK ST	DOCUMENT MANAGEMENT	3	2023

City Clerk Document Destruction 2023

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Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
Utilities	2004	Cashier Balance Report	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2004	Cash Receipts Register-February	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2004	City Daily Receipts Journal-Jan thru Apr	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2004	City Daily Receipts Journal-Sep thru Dec	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2005	City Daily Receipts Journal-Sept	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2005	City Daily Receipts Journal-May thru August	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2006	City Daily Receipts Journal-Sept	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2006	City Daily Receipts Journal-Jan thru Apr	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2007	Utilities-May 18-Dec 31	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2008	Daily Cash Postings-October	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2008	Daily Cash Postings-November	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2008	Daily Cash Postings-Sept	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2008	Daily Cash Postings-Dec	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	2008	Daily Cash Postings-Apr	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	1987-1990	Deposit Refund - Check Register	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Utilities	1987-1990	Deposit Refund - Check Register	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Walton Arts Center	1994	Walton Arts Center	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Walton Arts Center	1994	Walton Arts Center	ROCK ST	DOCUMENT MANAGEMENT	3	2023
WATER & SEWER water sewer dept	1995	1995-2001 MISC W/S MILEAGE LOGS AND TELEPHONE BILLS	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Water Sewer	1981	1981-1983 Sanitation & Capital Listings	ROCK ST	DOCUMENT MANAGEMENT	10	2023
Water Sewer	1985	MGJ2-City Hall Reno-Sanitation Acct 028-050	ROCK ST	DOCUMENT MANAGEMENT	10	2023
Water Sewer	1992	Year End 1992-S/W GFA Fund 5500-8220	ROCK ST	DOCUMENT MANAGEMENT	7	2023
Water Sewer	1992	W/S Work Orders	ROCK ST	DOCUMENT MANAGEMENT	1	2023
Water Sewer	1993	Year End 1993-WS ATJ Fund 5400	ROCK ST	DOCUMENT MANAGEMENT	7	2023

City Clerk Document Destruction 2023

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Division Received From	Doc Years	Docs Received	Storage	Imaged By	Retention Years	Destr Year
Water Sewer	2004	W/S Update Adjustments	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Water/Sewer	1989	Service Connections	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Water/Sewer	2002	Work Orders	ROCK ST	DOCUMENT MANAGEMENT	1	2023
Water/Sewer	2004-2005	WWTP bonds	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Water/Sewer	2014	Bonds	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Water/Sewer	1993-2003	Projects	ROCK ST	DOCUMENT MANAGEMENT	3	2023
Accounting	2002	End of Year-Acct	ROCK ST	DOCUMENT MANAGEMENT	4	2023

Nine boxes of rolled building plans

total 131 boxed documents

total 50 continous feed reports



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
FROM: Matt Casey, Engineering Design Manager
DATE: July 26, 2023
SUBJECT: **Approval of Contract Amendment #3 in the amount of \$59,609.00 with McClelland Consulting Engineers, Inc. for the W. Center Street and N. Harmon Avenue Intersection Project.**

RECOMMENDATION:

Staff recommends approval of Contract Amendment #3 in the amount of \$59,609.00 with McClelland Consulting Engineers, Inc. for the W. Center Street and N. Harmon Avenue Intersection Project.

BACKGROUND:

The Center and Harmon intersection is a priority project in the 2019 Bond Program. Located between the University of Arkansas and Fayetteville High School, this intersection has a high volume of both vehicular and pedestrian traffic. With the awkward vertical grades and horizontal alignment of the intersection, it makes for a difficult intersection to navigate. This project will include some minor alignment changes, a traffic signal and turn lanes to the west and north legs of the intersection. Pedestrian accommodations will be included with the signal installation as well. The project construction contract was awarded to NEC, Inc, on May 3, 2022. The project construction is nearing completion.

DISCUSSION:

The construction timeframe has extended beyond the original budgeted amount of contract with McClelland Consulting Engineers. Utility conflicts, weather and supply chain issues have extended the construction by several months. With this extended time, comes additional construction observation and construction administration. MCE has submitted a contract amendment to cover their additional expenses incurred through the construction period.

BUDGET/STAFF IMPACT:

The design for this project will be paid for with the funds from the 2019 Transportation Bond Project. The total fee including this change will be \$239,374.00.

ATTACHMENTS: 2023-955 SRF MCE CA3, Contract Amendment, Center Harmon Exhibit



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-955

Approval of Contract Amendment #3 in the amount of \$59,609.00 with McClelland Consulting Engineers, Inc. for the W. Center Street and N. Harmon Avenue Intersection Project.

A RESOLUTION TO APPROVE AMENDMENT NO. 3 TO THE CONTRACT WITH MCCLELLAND CONSULTING ENGINEERS, INC. IN THE AMOUNT OF \$59,609.00 TO PROVIDE ADDITIONAL SERVICES ASSOCIATED WITH THE WEST CENTER STREET AND NORTH HARMON AVENUE INTERSECTION PROJECT – 2019 STREET IMPROVEMENTS BOND PROJECT

WHEREAS, on November 5, 2019, the City Council passed Resolution No. 242-19, approving a Professional Engineering Services Agreement with McClelland Consulting Engineers, Inc. for the design of the West Center Street and North Harmon Avenue intersection; and

WHEREAS, Amendment No. 3 will provide for additional construction observation and administration services resulting from utility conflicts, weather, and supply chain issues.

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 Amendment No. 3 to the contract with McClelland Consulting Engineers, Inc. in the amount of \$59,609.00 to provide additional services associated with the West Center Street and North Harmon Avenue Intersection Project.

City of Fayetteville Staff Review Form

2023-955

Item ID

9/5/2023

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

Matt Casey

7/26/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Contract Amendment #3 in the amount of \$59,609.00 with McClelland Consulting Engineers, Inc. for the W. Center Street and N. Harmon Avenue Intersection Project.

Budget Impact:

4602.860.7219-5860.02

4602 - Streets Project (2019 Bonds)

Account Number

Fund

46020.7219

Center St./Harmon Ave. Intersection

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,770,163.00

Expenses (Actual+Encum)

\$ 1,535,052.29

Available Budget

\$ 235,110.71

Does item have a direct cost? Yes

Item Cost

\$ 59,609.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 175,501.71

Purchase Order Number: 2019-00000775

Previous Ordinance or Resolution # 243-19

Change Order Number:

Approval Date:

Original Contract Number: 2019-000000049

Comments:

V20221130

HARMON AVE. & CENTER ST. INTERSECTION IMPROVEMENTS
AMENDMENT TO OWNER - ENGINEER PROFESSIONAL SERVICES AGREEMENT

Amendment No. 3

1. *Background Data:*

- a. Effective Date of Owner-Engineer Agreement: November 5th, 2019
- b. Owner: The City of Fayetteville
- c. Engineer: McClelland Consulting Engineers, Inc
- d. Project: Harmon Ave. & Center St. Intersection Improvements

2. *Description of Modifications:*

The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows: shall perform or furnish the following Additional Services:

- a. Revise ATTACHMENT 'A', SCOPE OF SERVICES, as attached.
- b. Revise ATTACHMENT 'D', COMPENSATION, as attached.

3. *Agreement Summary (Reference only)*

a. Original Agreement amount:	\$ 90,950.00
b. Net change for prior amendments:	\$ 88,815.00
c. This amendment amount:	\$ 59,609.00
d. Adjusted Agreement amount:	\$ 239,374.00

The foregoing Agreement Summary is for reference only and does not alter the terms of the original Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____, 2023.

OWNER:

City of Fayetteville

By:

Title:

Date

Signed:

ENGINEER:

McClelland Consulting Engineers, Inc

By:

Title:

Date Signed:

Kevin Beaumont

Vice President

Kevin Beaumont

Date: 2023.06.23
13:04:06-05'00'

ATTACHMENT 'A'
Amendment No. 3

SCOPE OF SERVICES

CITY OF FAYETTEVILLE, ARKANSAS
HARMON AVE. & CENTER ST. INTERSECTION IMPROVEMENTS

1) **Bid/Award Phase - Additional**

During the additional three (3) advertisement for bids for the project, the ENGINEER assisted with revisions/ changes to bid documents, answering contractors' project related questions, etc.

2) **Construction Phase Services**

During the extended construction phase of work, the ENGINEER continued to accomplish the following:

- a. Provided partial on-site observation (maximum 40% of time as an overall average) of the construction work as it progresses for the additional construction period beyond the 5.5 months stated in Amendment #2 for Services During Construction, total contract time estimated to be an additional 9.0 months,
- b. Undertake extensive coordination with the U of A regarding numerous aspects of project; included impact of construction delays on U of A operations, lane closures, etc.
- c. Active in working with SWEPCO, COX and AT&T franchised utilities regarding delays and field relocations.
- d. Provide design and admin support to Contractor in concerted effort to drive project to completion.
- e. Preparation of Pay Applications and support with Progress Meetings.
- f. To attend final inspection and prepare punch list.
- g. Prepare as-built record drawings utilizing contractor's measurements.
- h. Represent CITY at meetings as needed pertaining to this project.
- i. Prepare and submit close out documentation.

3) **Materials Testing & Special Inspection Services**

- a. Provide ongoing Construction Materials Testing Services in accordance with the project scope outlined in Amendment #2.

ATTACHMENT 'D'
Amendment No. 3

COMPENSATION

CITY OF FAYETTEVILLE, ARKANSAS
HARMON AVE. & CENTER ST. INTERSECTION IMPROVEMENTS

- The compensation as defined in Attachment 'D' of the original Contract, as well as subsequent amendments, shall remain in full effect, and shall also include compensation associated with this amendment:

Amend compensation as follows:

- CITY shall pay ENGINEER for Construction Related Services and Reimbursable Expenses rendered for an amount not exceeding \$59,609.00. Professional services shall be charged using the most recent hourly rates, unless indicated otherwise. Refer to attached schedule for 2022/2023 rates.

Bidding Services:	\$ 7,217.00
Construction Administration:	\$ 36,944.00
Construction Observation:	\$ 10,398.00
Materials Testing & Special Inspections:	\$ 3,300.00
Reimbursables (Corrected from Amendment #1):	<u>\$ 1,750.00</u>
Total Additional Construction Related Services Fee	\$ 59,609.00



2022

McCLELLAND CONSULTING ENGINEERS, INC.

***STANDARD HOURLY RATES**

Chief Draftsman	\$95 - \$110
Clerical	\$45 - \$75
Construction Observer	\$70 - \$140
Draftsman	\$65 - \$95
Environmental Scientist/Designer	\$105 - \$120
Geotech Engineer	\$85 - \$170
GIS Technician	\$80 - \$140
HR/Payroll Admin	\$75-\$100
Landscape Architect	\$90 - \$140
Media Specialist	\$80 - \$100
Principal	\$160 - \$240
Project Accountant	\$70 - \$155
Project Designer	\$80 - \$140
Project Engineer	\$120 - \$175
Project Manager	\$120 - \$200
Registered Land Surveyor	\$95 - \$140
Soils Lab Technician	\$50 - \$135
Specification Writer	\$50 - \$90
Sr. Project Manager	\$140 - \$230
Survey (2 man or Robotic) Crew	\$115 - \$160
Survey (3 man) Crew	\$135 - \$195
Survey Field (1 Man or Rodman)	\$45 - \$105
Survey GPS	\$75 - \$130
Survey Technician	\$65 - \$95
Water Lab Supervisor	\$70 - \$120
Water Lab Tech	\$50 - \$95
Expenses	@ Cost
 Mileage	 .585/mi**

** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*

***Subject to change based on Internal Revenue Service (IRS) Guidelines/Regulations*



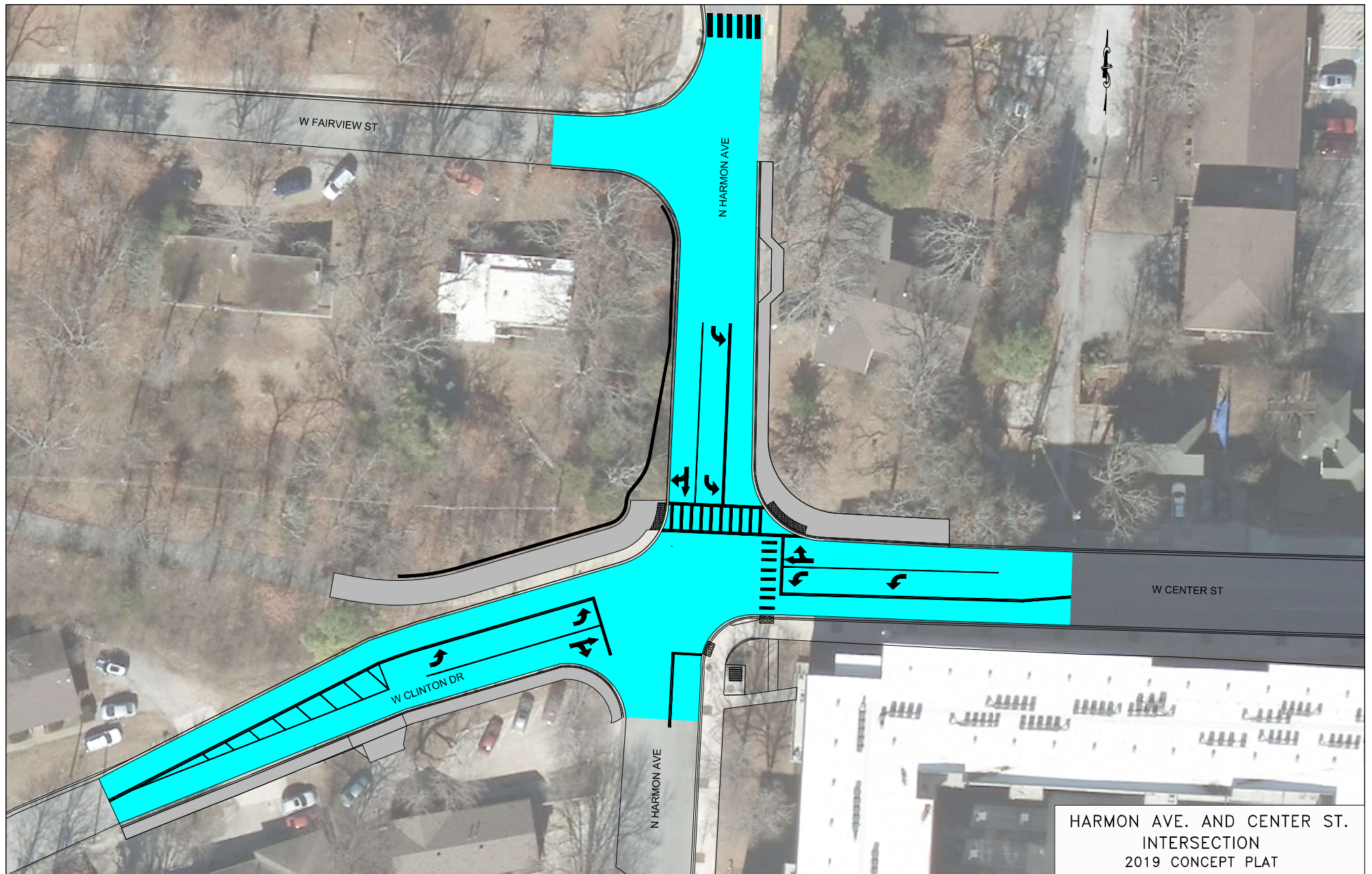
5/15/2023

McCLELLAND CONSULTING ENGINEERS, INC.

***STANDARD HOURLY RATES**

Chief Draftsman	\$110 - \$120
Clerical	\$45 - \$85
Construction Observer	\$75 - \$165
Draftsman	\$70 - \$120
Environmental Scientist/Designer	\$125 - \$145
Geotech Engineer	\$125 - \$200
GIS Technician	\$80 - \$140
HR/Payroll Admin	\$75-\$115
Landscape Architect	\$95 - \$200
Media Specialist	\$85 - \$120
Principal	\$185 - \$275
Project Accountant	\$70 - \$155
Project Designer - Intern	\$50 - \$80
Project Designer	\$80 - \$165
Project Engineer	\$120 - \$175
Project Manager	\$130 - \$210
Registered Land Surveyor	\$100 - \$175
Soils Lab Technician	\$50 - \$140
Specification Writer	\$50 - \$100
Sr. Project Manager	\$160 - \$250
Structural Engineer	\$140 - \$180
Survey (2 man or Robotic) Crew	\$115 - \$165
Survey (3 man) Crew	\$150 - \$200
Survey Field (1 Man or Rodman)	\$45 - \$120
Survey GPS	\$75 - \$135
Survey Technician	\$65 - \$110
Expenses	@ Cost
Mileage	.655/mi

** Standard Hourly Rates may be adjusted annually in accordance with the normal salary review practices of McClelland Consulting Engineers.*



HARMON AVE. AND CENTER ST.
INTERSECTION
2019 CONCEPT PLAT



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council

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

FROM: Matt Casey, Engineering Design Manager

DATE: August 14, 2023

SUBJECT: **Approval of a contract in the amount of \$1,809,765.00 with APAC-Central, Inc. for the construction of the 15th and Razorback Rd. Intersection Improvements Project, approval of a project contingency of \$180,000.00 (10%) and approval of a budget adjustment.**

RECOMMENDATION:

Staff recommends approval of a contract in the amount of \$1,809,765.00 with APAC-Central, Inc. for the construction of the 15th and Razorback Rd. Intersection Improvements Project, approval of a project contingency of \$180,000.00 (10%) and approval of a budget adjustment.

BACKGROUND:

The intersection of Razorback Road and 15th Street is a large intersection with multiple lanes entering the intersection on each leg. The intersection is currently controlled as a four way stop with stop signs on each leg. Being located in close vicinity of the Baum-Walker Stadium, Pinnacle Foods, and multiple apartment complexes, this intersection sees a high volume of traffic. Improvements to this intersection were identified as a project in the 2019 Transportation Bond Program.

The City of Fayetteville Engineering Division has prepared the design for this project.

DISCUSSION:

On August 8, 2023, the City received two (2) construction bids for this project. APAC-Central, Inc. submitted the low bid of \$1,809,765.00 for the total bid. Engineering staff recommends awarding this contract to APAC-Central, Inc. The contract time is 180 days (6 months) for substantial completion.

BUDGET/STAFF IMPACT:

The roadway and drainage improvements are funded by the 2019 Transportation Bond Program.

ACCOUNT	PROJECT	AMOUNT
4702.860.7221-5809.00	46020.7222	\$ 1,809,765.00

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: 23-1014 SRF APAC Const 15th&Razorback (2), 23-1014 BA APAC Const 15th&Razorback, 15th & Razorback Contract, Bid 23-22, Submittal - APAC-Central, Inc. - E, Bid 23-22, Bid Tab - Final, Vicinity Map



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1014

Approval of a contract in the amount of \$1,809,765.00 with APAC-Central, Inc. for the construction of the 15th and Razorback Rd. Intersection Improvements Project, approval of a project contingency of \$180,000.00 (10%) and approval of a budget adjustment.

A RESOLUTION TO AWARD BID #23-22 AND AUTHORIZE A CONTRACT WITH APAC-CENTRAL, INC. IN THE AMOUNT OF \$1,809,765.00 FOR THE CONSTRUCTION OF THE 15TH AND RAZORBACK RD. INTERSECTION IMPROVEMENTS PROJECT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$180,000.00, AND TO APPROVE A BUDGET ADJUSTMENT – 2019 STREET IMPROVEMENT BOND PROJECT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #23-22 and authorizes Mayor Jordan to sign a contract with APAC-Central, Inc., a copy of which is attached to this Resolution, in the amount of \$1,809,765.00 for the construction of the 15th and Razorback Rd. Intersection Improvements Project, and further approves a project contingency in the amount of \$180,000.00.

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

City of Fayetteville Staff Review Form

2023.1014

Item ID

9/5/2023

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

Matt Casey

8/14/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a contract in the amount of \$1,809,765.00 with APAC-Central, Inc. for the construction of the 15th and Razorback Rd. Intersection Improvements Project, approval of a project contingency of \$180,000.00 (10%) and approval of a budget adjustment.

Budget Impact:

4702.860.7222-5809.00

Street Project 2022 Bonds

Account Number

Fund

46020.7222

15th/Razorback Rd Intersection

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 919,775.00

Expenses (Actual+Encum)

\$ 839,774.60

Available Budget

\$ 80,000.40

Does item have a direct cost? Yes

Item Cost

\$ 1,989,765.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 1,989,765.00

Remaining Budget

\$ 80,000.40

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments: Item Cost includes project contingency.

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

Approval of a contract in the amount of \$1,809,765.00 with APAC-Central, Inc. for the construction of the 15th and Razorback Rd. Intersection Improvements Project, approval of a project contingency of \$180,000.00 (10%) and approval of a budget adjustment.

	COUNCIL DATE:	9/5/2023
	ITEM ID#:	2023-1014
	Holly Black	
	8/15/2023 7:41 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

DOCUMENT 00500 – AGREEMENT

BETWEEN OWNER AND CONTRACTOR

Contract Name/Title: RAZORBACK ROAD (HWY.112) & 15TH STREET (HWY.16)
INTERSECTION IMPROVEMENTS

Contract No.: 23-22, Construction

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

ARTICLE 1 - WORK

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

- The signalization of the intersection of Razorback Road and 15th Street.
- Approximately 400 linear feet of road widening on 15th Street.
- Curb & Gutter and sidewalk construction.
- Drainage Improvements.
- Signage and Pavement Markings.
- Retaining wall construction.

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

Open burning is not allowed on City projects.

Blasting is not allowed on City projects.

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

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

Refer to Section 00400-Bid Form for quantities.

ARTICLE 2 - ENGINEER

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

DOCUMENT 00500 – AGREEMENT (continued)

Documents in connection with completion of the Work in accordance with the Contract Documents.

ARTICLE 3 - CONTRACT TIME

3.01 TIME OF THE ESSENCE:

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

3.02 DATES FOR SUBSTANTIAL COMPLETION AND FINAL PAYMENT:

- A. The Work shall be Substantially Completed within **180** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS, and final completion and ready for final payment in accordance with the GENERAL CONDITIONS within **210** calendar days after the date when the Contract Times commence to run.

3.03 LIQUIDATED DAMAGES:

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

ARTICLE 4 - CONTRACT PRICE

- 4.01 The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the unit prices bid in the Proposal (BID FORM) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.

- 4.02 As provided in the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as

DOCUMENT 00500 – AGREEMENT (continued)

provided in the General Conditions. Unit prices have been computed as provided in the General Conditions.

- 4.03 Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

1. There shall be no changes without prior written approval of the Engineer of Record and/or the City's designated Professional Engineer.

ARTICLE 5 - PAYMENT PROCEDURES

5.01 SUBMITTAL AND PROCESSING OF PAYMENTS:

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

5.02 PROGRESS PAYMENTS, RETAINAGE:

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

DOCUMENT 00500 – AGREEMENT (continued)

5.03 FINAL PAYMENT:

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

ARTICLE 6 - CONTRACTOR'S REPRESENTATIONS

6.01 In order to induce The City of Fayetteville to enter into this Agreement, Contractor makes the following representations:

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

DOCUMENT 00500 – AGREEMENT (continued)

- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 7 - CONTRACT DOCUMENTS

7.01 CONTENTS:

- A. The Contract Documents which comprise the entire Agreement between The City of Fayetteville and Contractor concerning the Work consist of the following and may only be amended, modified, or supplemented as provided in the GENERAL CONDITIONS:
 - 1. This Agreement.
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Notice to Proceed.
 - b. Contractor's Bid.
 - c. Documentation submitted by Contractor prior to Notice of Award.
 - 3. Performance, Payment, and other Bonds.
 - 4. General Conditions.
 - 5. Supplementary Conditions.
 - 6. Specifications consisting of divisions and sections as listed in table of contents of Project Manual.
 - 7. Drawings consisting of a cover sheet and sheets as listed in the table of contents thereof, with each sheet bearing the following general title: RAZROBACK ROAD (HWY.112) & 15TH STREET (HWY.16) INTERSECTION IMPROVEMENTS
 - 8. Addenda numbers ____ inclusive.
 - 9. The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to the GENERAL CONDITIONS.

ARTICLE 8 - MISCELLANEOUS

8.01 TERMS:

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

DOCUMENT 00500 – AGREEMENT (continued)

8.02 ASSIGNMENT OF CONTRACT:

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by Law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.03 SUCCESSORS AND ASSIGNS:

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

8.04 SEVERABILITY:

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

8.05 FREEDOM OF INFORMATION ACT:

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

8.06 LIENS:

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

DOCUMENT 00500 – AGREEMENT (continued)

DOCUMENT 00500 – AGREEMENT (continued)

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

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

CONTRACTOR: APAC-Central, Inc.

CITY OF FAYETTEVILLE

By: DOUG LUTSEN

By: Lioneld Jordan

(Type or legibly print)


(Signature)

(Signature)

Title: Operations Manager

Title: Mayor

Contractor shall attach evidence of authority to sign.

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

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



(SEAL)

Attest 

Attest _____

DOCUMENT 00500 – AGREEMENT (continued)

Address for giving notices

755 E. Millsap Rd

Fayetteville, AR

Address for giving notices

113 W. Mountain St.

Fayetteville, AR 72701

License No. 0011840424

Agent for Service of process

Shaun Long

(Type or legibly print)

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

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

END OF DOCUMENT 00500

Bid 23-22 Addendum 3

APAC-Central, Inc.

Supplier Response

Event Information

Number: Bid 23-22 Addendum 3
Title: Construction - 15th St. and Razorback Rd. Intersection Improvements
Type: Invitation to Bid
Issue Date: 7/16/2023
Deadline: 8/8/2023 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed firms for the construction of the intersection improvements to 15th Street and Razorback Road in Fayetteville, Arkansas. This includes, but is not limited to, the signalization of the intersection, road widening, curb & gutter and sidewalk installation, drainage improvements, signage and pavement markings, and retaining wall construction. Questions regarding this bid should be addressed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov or by calling (479) 575-8220.

Contact Information

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

APAC-Central, Inc. Information

Contact: Doug Luetjen
Address: 755 E. Millsap Rd
Fayetteville, AR 72703
Phone: (479) 587-3300
Email: doug.luetjen@apac.com

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

Shaun Long

Signature

Submitted at 8/8/2023 09:23:45 AM (CT)

shaun.long@apac.com

Email

Requested Attachments

Bid 23-22, Required Signature Forms

15th Street and Razorback_Apac
Response Attachments.pdf

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

Bid 23-22, Bid Bond

Bid Bond Signed.pdf

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

Bid Attributes

1 Arkansas Secretary of State Filing Number:

100057210

2 Arkansas Contractor License Number:

0011840424

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 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	Mobilization (Shall not exceed 5% of Total Bid)	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: \$86,000.00	Total: \$86,000.00
2	Insurance and Bonding	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: \$12,000.00	Total: \$12,000.00
3	Roadway Construction Control	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: \$60,000.00	Total: \$60,000.00
4	Trench and Excavation Safety Systems	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: \$5,100.00	Total: \$5,100.00
5	Clearing, Grubbing, & Demolition	Quantity: <u> 1 </u> UOM: <u> LS </u>	Price: \$40,000.00	Total: \$40,000.00
6	Undercut and Backfill (Allowance)	Quantity: <u> 100 </u> UOM: <u> CY </u>	Price: \$64.00	Total: \$6,400.00
7	Rock Excavation (Allowance)	Quantity: <u> 100 </u> UOM: <u> CY </u>	Price: \$310.00	Total: \$31,000.00
8	Unclassified Excavation	Quantity: <u> 225 </u> UOM: <u> CY </u>	Price: \$88.00	Total: \$19,800.00
9	Select Embankment (Plan Quantity)	Quantity: <u> 2400 </u> UOM: <u> CY </u>	Price: \$48.00	Total: \$115,200.00
10	4" Topsoil Placement & Solid Sod (Bermuda)	Quantity: <u> 2500 </u> UOM: <u> SY </u>	Price: \$13.00	Total: \$32,500.00
11	18" Reinforced Concrete Pipe Class III Outside Roadway	Quantity: <u> 290 </u> UOM: <u> LF </u>	Price: \$120.00	Total: \$34,800.00
12	36" Reinforced Concrete Pipe Class III Outside Roadway	Quantity: <u> 75 </u> UOM: <u> LF </u>	Price: \$200.00	Total: \$15,000.00
13	36" Reinforced Concrete Pipe Class III Under Pavement	Quantity: <u> 65 </u> UOM: <u> LF </u>	Price: \$220.00	Total: \$14,300.00
14	18" Reinforced Concrete Flared End Section w/Curtain Wall	Quantity: <u> 1 </u> UOM: <u> EA </u>	Price: \$5,200.00	Total: \$5,200.00
15	4' x 4' Drop Inlet (Type C)	Quantity: <u> 4 </u> UOM: <u> EA </u>	Price: \$11,500.00	Total: \$46,000.00
16	5' x 5' Drop Inlet (Type C)	Quantity: <u> 2 </u> UOM: <u> EA </u>	Price: \$13,500.00	Total: \$27,000.00

17	5' x 5' Junction Boxes (Type C) Quantity: <u> 1 </u> UOM: <u>EA</u> Price: \$17,200.00 Total: \$17,200.00
18	(4 ft.) Drop Inlet Extension Quantity: <u> 2 </u> UOM: <u>EA</u> Price: \$5,000.00 Total: \$10,000.00
19	(8 ft.) Drop Inlet Extension Quantity: <u> 3 </u> UOM: <u>EA</u> Price: \$7,000.00 Total: \$21,000.00
20	Headwalls, Wingwalls and Appurtenances Quantity: <u> 1 </u> UOM: <u>LS</u> Price: \$32,000.00 Total: \$32,000.00
21	P.C.C. Base Quantity: <u>575</u> UOM: <u>SY</u> Price: \$180.00 Total: \$103,500.00
22	Asphalt Concrete Hot Mix Surface Course Quantity: <u>360</u> UOM: <u>TON</u> Price: \$270.00 Total: \$97,200.00
23	Asphalt Concrete Hot Mix Patching for Maintenance of Traffic Quantity: <u>10</u> UOM: <u>TON</u> Price: \$300.00 Total: \$3,000.00
24	Concrete Curb and Gutter (Type A) (1'-6") Quantity: <u>1000</u> UOM: <u>LF</u> Price: \$38.00 Total: \$38,000.00
25	Modified Curb and Gutter (1'-6") Quantity: <u>75</u> UOM: <u>LF</u> Price: \$126.00 Total: \$9,450.00
26	4" Thick Concrete w/ 4" Class 7 Base Quantity: <u>750</u> UOM: <u>SY</u> Price: \$94.00 Total: \$70,500.00
27	6" Thick Concrete w/ 6" Class 7 Base Quantity: <u>150</u> UOM: <u>SY</u> Price: \$138.00 Total: \$20,700.00
28	Modular Block Retaining Walls (0-6 ft.) Quantity: <u>150</u> UOM: <u>LF</u> Price: \$350.00 Total: \$52,500.00
29	Pavement Marking Removal 4"-6" Line Quantity: <u>800</u> UOM: <u>LF</u> Price: \$3.00 Total: \$2,400.00
30	Pavement Marking Removal Symbol Quantity: <u> 6 </u> UOM: <u>EA</u> Price: \$290.00 Total: \$1,740.00
31	6" Solid Double Yellow Pavement Marking (Thermo) Quantity: <u>1100</u> UOM: <u>LF</u> Price: \$1.20 Total: \$1,320.00
32	6" Solid White Pavement Marking (Thermo) Quantity: <u>950</u> UOM: <u>LF</u> Price: \$1.20 Total: \$1,140.00

33	12" Solid White Pavement Marking (Thermo)	Quantity: <u>800</u> UOM: <u>LF</u>	Price: <u>\$5.00</u>	Total: <u>\$4,000.00</u>
34	24" Solid White Pavement Marking (Thermo)	Quantity: <u>150</u> UOM: <u>LF</u>	Price: <u>\$12.00</u>	Total: <u>\$1,800.00</u>
35	"Right Arrow" Pavement Symbol (Thermo)	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$290.00</u>	Total: <u>\$580.00</u>
36	"Left Arrow" Pavement Symbol (Thermo)	Quantity: <u>8</u> UOM: <u>EA</u>	Price: <u>\$290.00</u>	Total: <u>\$2,320.00</u>
37	"Thru Arrow" Pavement Symbol (Thermo)	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$290.00</u>	Total: <u>\$580.00</u>
38	"ONLY" Pavement Symbol (Thermo)	Quantity: <u>6</u> UOM: <u>EA</u>	Price: <u>\$350.00</u>	Total: <u>\$2,100.00</u>
39	"R X R" Pavement Symbol (Thermo)	Quantity: <u>4</u> UOM: <u>EA</u>	Price: <u>\$580.00</u>	Total: <u>\$2,320.00</u>
40	Wayfinding Sign Footing	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$3,500.00</u>	Total: <u>\$7,000.00</u>
41	R8-8 "DO NOT STOP ON TRACKS" 24" X 30"	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$1,200.00</u>	Total: <u>\$2,400.00</u>
42	W10-1 36" Dia. RR Warning Sign w/New Support	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$1,200.00</u>	Total: <u>\$2,400.00</u>
43	Remove and Reinstall Ex. Private Pedestrian Warning Sign w/New Support	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$3,700.00</u>	Total: <u>\$7,400.00</u>
44	Remove and Reinstall Ex. Wayfinding Sign	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <u>\$8,700.00</u>	Total: <u>\$8,700.00</u>
45	Remove and Reinstall Ex. M3-2 & M1-5 Signs w/New Support	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <u>\$1,000.00</u>	Total: <u>\$1,000.00</u>
46	Remove and Reinstall Ex. I-13 (Emergency Notification Sign) w/New Support	Quantity: <u>2</u> UOM: <u>EA</u>	Price: <u>\$1,000.00</u>	Total: <u>\$2,000.00</u>
47	Remove and Reinstall Ex. M4-5, M1-5, M5-1 L&R, M3-3 S&N Signs w/New Supports	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <u>\$1,100.00</u>	Total: <u>\$1,100.00</u>
48	Remove and Reinstall Ex. R3-7, M5-1, R3-5fP, M1-5 Signs w/New Supports	Quantity: <u>1</u> UOM: <u>LS</u>	Price: <u>\$1,100.00</u>	Total: <u>\$1,100.00</u>

49	Relocate Ex. Pinnacle Foods Sign	Quantity: <u> 1 </u> UOM: <u>LS</u>	Price: \$1,000.00	Total: \$1,000.00
50	R10-12M "Left Turn Yield on Flashing Yellow Arrow" (30"x36")	Quantity: <u> 4 </u> UOM: <u>EA</u>	Price: \$950.00	Total: \$3,800.00
51	Erosion Control	Quantity: <u> 1 </u> UOM: <u>LS</u>	Price: \$8,100.00	Total: \$8,100.00
52	Traffic Control and Maintenance	Quantity: <u> 1 </u> UOM: <u>LS</u>	Price: \$78,000.00	Total: \$78,000.00
53	Cast-in-Place Detectable Warning Panel	Quantity: <u> 90 </u> UOM: <u>SF</u>	Price: \$61.00	Total: \$5,490.00
54	Handicap Access Ramp	Quantity: <u> 30 </u> UOM: <u>SY</u>	Price: \$280.00	Total: \$8,400.00
55	Project Signs	Quantity: <u> 2 </u> UOM: <u>EA</u>	Price: \$1,100.00	Total: \$2,200.00
56	2" Cold milling Asphalt Pavement	Quantity: <u>2800</u> UOM: <u>SY</u>	Price: \$10.00	Total: \$28,000.00
57	RCP Concrete Collar	Quantity: <u> 2 </u> UOM: <u>EA</u>	Price: \$2,100.00	Total: \$4,200.00
58	Adjust Valve Boxes to Grade	Quantity: <u> 8 </u> UOM: <u>EA</u>	Price: \$700.00	Total: \$5,600.00
59	Adjust Water Meter to Grade	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: \$810.00	Total: \$810.00
60	Adjust Ex. Fire Hydrant to Grade	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: \$1,000.00	Total: \$1,000.00
61	Service Point Assembly (2 Circuits)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: \$5,500.00	Total: \$5,500.00
62	System Local Controller (8 Phase) McCain ATCeX 2 NEMA TS-2/ Type 2	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: \$43,000.00	Total: \$43,000.00
63	Polara iCCU-S2 iNtelligent Central Control Unit (APS System) (Shelf Mount)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: \$5,900.00	Total: \$5,900.00
64	Polara iNS2 3TB1B: "iNS" iNavigator 2-wire Push Button Station	Quantity: <u> 8 </u> UOM: <u>EA</u>	Price: \$1,300.00	Total: \$10,400.00

65	Video Detector IP (CLR) (Iteris Vantage Vector)	Quantity: <u> 4 </u> UOM: <u>EA</u>	Price: <u> \$5,600.00 </u>	Total: <u> \$22,400.00 </u>
66	Iteris Vantage Next Processor (Shelf-Mount Format)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$29,000.00 </u>	Total: <u> \$29,000.00 </u>
67	Ethernet Switch,(Cisco 1000 Series) (8-Port)	Quantity: <u> 1 </u> UOM: <u>EA</u>	Price: <u> \$2,950.00 </u>	Total: <u> \$2,950.00 </u>
68	Local Radio UBIQUITI Nanostation NSM5 5.8 GHZ	Quantity: <u> 2 </u> UOM: <u>EA</u>	Price: <u> \$1,200.00 </u>	Total: <u> \$2,400.00 </u>
69	E-Net Cable (Exterior Cat 5e)	Quantity: <u> 800 </u> UOM: <u>LF</u>	Price: <u> \$3.00 </u>	Total: <u> \$2,400.00 </u>
70	Non-metallic conduit (1.25")	Quantity: <u> 375 </u> UOM: <u>LF</u>	Price: <u> \$30.20 </u>	Total: <u> \$11,325.00 </u>
71	Non-metallic conduit (3")	Quantity: <u> 750 </u> UOM: <u>LF</u>	Price: <u> \$48.00 </u>	Total: <u> \$36,000.00 </u>
72	Galvanized Steel Conduit (1.25")	Quantity: <u> 20 </u> UOM: <u>LF</u>	Price: <u> \$62.00 </u>	Total: <u> \$1,240.00 </u>
73	Concrete Pull Box (Type 2) HD (11" x 21")	Quantity: <u> 4 </u> UOM: <u>EA</u>	Price: <u> \$2,400.00 </u>	Total: <u> \$9,600.00 </u>
74	Concrete Pull Box (Type 3) (15 1/4" x 28")	Quantity: <u> 3 </u> UOM: <u>EA</u>	Price: <u> \$3,300.00 </u>	Total: <u> \$9,900.00 </u>
75	Traffic Signal Cable (5C/14 AWG)	Quantity: <u> 2300 </u> UOM: <u>LF</u>	Price: <u> \$4.20 </u>	Total: <u> \$9,660.00 </u>
76	Traffic Signal Cable (7C/14 AWG)	Quantity: <u> 400 </u> UOM: <u>LF</u>	Price: <u> \$8.50 </u>	Total: <u> \$3,400.00 </u>
77	Traffic Signal Cable (20C/14 AWG)	Quantity: <u> 1100 </u> UOM: <u>LF</u>	Price: <u> \$12.00 </u>	Total: <u> \$13,200.00 </u>
78	Electrical conductors for luminaires (2C/12 AWG)	Quantity: <u> 650 </u> UOM: <u>LF</u>	Price: <u> \$4.00 </u>	Total: <u> \$2,600.00 </u>
79	Electrical Conductors -in-Conduit (2C/6 AWG)	Quantity: <u> 200 </u> UOM: <u>LF</u>	Price: <u> \$7.20 </u>	Total: <u> \$1,440.00 </u>
80	Electrical Conductors-in-Conduit (1C/8 AWG)	Quantity: <u> 900 </u> UOM: <u>LF</u>	Price: <u> \$3.50 </u>	Total: <u> \$3,150.00 </u>

81	Electrical Conductors-in-Conduit (1C/12 AWG) Quantity: <u>250</u> UOM: <u>LF</u> Price: <u>\$3.00</u> Total: <u>\$750.00</u>
82	Traffic Signal Head (3-Section) (L.E.D.) Quantity: <u>8</u> UOM: <u>EA</u> Price: <u>\$1,600.00</u> Total: <u>\$12,800.00</u>
83	Traffic Signal Head (4-Section) (L.E.D.) Quantity: <u>4</u> UOM: <u>EA</u> Price: <u>\$1,800.00</u> Total: <u>\$7,200.00</u>
84	Countdown Pedestrian Signal Head (L.E.D.) Quantity: <u>8</u> UOM: <u>EA</u> Price: <u>\$1,200.00</u> Total: <u>\$9,600.00</u>
85	LED Blank Out Sign Quantity: <u>2</u> UOM: <u>EA</u> Price: <u>\$10,600.00</u> Total: <u>\$21,200.00</u>
86	Traffic Signal Mast Arm (38') and Pole (35') with Foundation & Dual Luminaire Arms Quantity: <u>1</u> UOM: <u>EA</u> Price: <u>\$44,000.00</u> Total: <u>\$44,000.00</u>
87	Traffic Signal Mast Arm (38') and Pole (21') with Foundation Quantity: <u>1</u> UOM: <u>EA</u> Price: <u>\$35,500.00</u> Total: <u>\$35,500.00</u>
88	Traffic Signal Mast Arm (40') and Pole (35') with Foundation Quantity: <u>1</u> UOM: <u>EA</u> Price: <u>\$42,100.00</u> Total: <u>\$42,100.00</u>
89	Traffic Signal Mast Arm (54') and Pole (35') with Foundation Quantity: <u>1</u> UOM: <u>EA</u> Price: <u>\$51,000.00</u> Total: <u>\$51,000.00</u>
90	Traffic Signal Pedestrian Pole with Foundation (10') Quantity: <u>5</u> UOM: <u>EA</u> Price: <u>\$6,000.00</u> Total: <u>\$30,000.00</u>
91	Luminaire Assembly(Full Cutoff) Acuity Brand ATBM-H-MVOLT-R4-4B-NL LED Cobra Head Quantity: <u>4</u> UOM: <u>EA</u> Price: <u>\$1,100.00</u> Total: <u>\$4,400.00</u>
92	Video Monitor w/mouse (CLR) Quantity: <u>1</u> UOM: <u>EA</u> Price: <u>\$1,700.00</u> Total: <u>\$1,700.00</u>
93	18" Street Name Sign Quantity: <u>4</u> UOM: <u>EA</u> Price: <u>\$800.00</u> Total: <u>\$3,200.00</u>
94	Self Contained Battery Back Up (Tesco Control Module 22-BBS) Quantity: <u>1</u> UOM: <u>EA</u> Price: <u>\$20,000.00</u> Total: <u>\$20,000.00</u>
95	x-RPS™ Railroad Preemption System with 2-module rack & Wiring Harness Quantity: <u>1</u> UOM: <u>EA</u> Price: <u>\$9,200.00</u> Total: <u>\$9,200.00</u>
96	RR Flagging Services (Not to Exceed Quantity) Quantity: <u>100</u> UOM: <u>HRS</u> Price: <u>\$170.00</u> Total: <u>\$17,000.00</u>

97	Ameristar Fencing	Quantity: <u>200</u> UOM: <u>LF</u>	Price: \$90.00	Total: \$18,000.00
98	6" Thick Concrete Curbed Drainage Swale	Quantity: <u>15</u> UOM: <u>SY</u>	Price: \$1,200.00	Total: \$18,000.00
99	Potholing Ex. Utilities	Quantity: <u>1</u> UOM: <u>LS</u>	Price: \$13,000.00	Total: \$13,000.00
100	Helmeted Bicyclist Symbol with Arrow	Quantity: <u>1</u> UOM: <u>EA</u>	Price: \$300.00	Total: \$300.00

Response Total: \$1,809,765.00

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 08082023

Bid Bond

CONTRACTOR:

(Name, legal status and address)

APAC-Central, Inc.

755 E. Millsap Road
Fayetteville, AR 72703

OWNER:

(Name, legal status and address)

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

SURETY:

(Name, legal status and principal place of business)

Fidelity and Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196-1056
State of Inc: Illinois

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

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

BOND AMOUNT: 5%

PROJECT:

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

City of Fayetteville, AR
15th Street & Razorback Rd Improvements

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

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

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

Signed and sealed this 8th day of August, 2023

(Witness)

(Witness)

(Principal)

(Title)

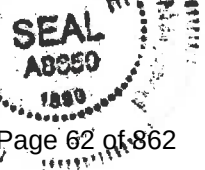
(Surety)

(Title)

APAC-Central, Inc.

Fidelity and Deposit Company of Maryland

Doug Luetjen, Attorney-In-Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Brandon Lefevre, Murry Cline, Michael Dugan, Kristopher McClanahan, Michael Eshleman, Doug Luetjen, James Hawkins, Joshua Davis and Doug Fronick, all of Fayetteville, Arkansas, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: Any and all bid bonds issued on behalf of **APAC - Central, Inc. of Fayetteville, Arkansas** each in a penalty not to exceed the sum of \$1,000,000, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 3rd day of January, A.D. 2023.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 3rd day of January, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 8th day of August, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
Ph: 800-626-4577

If your jurisdiction allows for electronic reporting of surety claims, please submit to:
reportsclaims@zurichna.com

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



Project Check List

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



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

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



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



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



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



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

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



Additional Information Required:

- List of Subcontractors: Submit form on Ion Wave or attach if submitting a physical bid
- AR Secretary of State Filing #: 100057210 OR submit electronically.
- Arkansas Contractor License #: 011840424 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

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT

Contract Name: RAZORBACK ROAD (HWY.112) & 15TH STREET (HWY.16) INTERESESECTION
IMPROVEMENTS

Bid #: 23-22, Construction

Date: 8/8/23

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company APAC-Central, Inc.

Name Shaun Long

Address 755 E. Millsap Rd, Fayetteville, AR

Principal Office same

Corporation, partnership, individual, joint
venture, other _____

Arkansas State General Contractor's License Number
0011840424

(Type or legibly print)

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 40+ years and has performed work of the nature and magnitude of this Contract for 40+ years. Bidder has been in business under its present name for 20+ years.
2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.)
3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and date of completion and percentage of the cost of the Work performed with Bidder's own forces.)
4. Has Bidder ever failed to complete any project? If so, state when, where, and why.

No.

DOCUMENT 00140 – BIDDER’S QUALIFICATION STATEMENT (continued)

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

Earthwork, pipe, concrete, base, paving

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

Murry Cline - GM - 30+ years
Scott Beeks - Const. Manager - 30+ years
Doug Luetjen - Ops Manager - 10 years

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

Fidelity : Deposit Company of Maryland
1299 Zurich Way
Schaumburg, IL 60196

8. Bidder’s Workmen’s Compensation Experience Modifier Factor is: 0.59

FINANCIAL STATEMENT

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

Bidder possesses adequate financial resources as indicated by the following:

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

DOCUMENT 00140 – BIDDER'S QUALIFICATION STATEMENT (continued)

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

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

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

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

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

Date: August 8th, 2023.

Name of Organization:

APAC-Central, Inc.

By Shawn Long

(Type or legibly print)

By Shawn Long

(Signature)

Title Construction Estimator

(Type or legibly print)



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

DOCUMENT 00400 – BID FORM

Contract Name: RAZORBACK ROAD (HWY.112) & 15TH STREET (HWY.16)

Bid Number: 23-22

BID TO:

Owner: The City of Fayetteville, Arkansas
113 West Mountain Street
Fayetteville, Arkansas 72701

BID FROM:

Bidder: APAC- Central, Inc.
755 E. Millsap Rd.
Fayetteville, AR

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

ARTICLE 3 - BIDDER'S REPRESENTATIONS

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

<u>Number</u>	<u>Date</u>
<u>001</u>	<u>7-19-23</u>
<u>002</u>	<u>7-27-23</u>
<u>003</u>	<u>8-7-23</u>
<u> </u>	<u> </u>

DOCUMENT 00400 – BID FORM (continued)

sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- L. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 - Subpart P - Excavations.

ARTICLE 4 - BID PRICE

Bidders are required to provide pricing for all line items, including deductive alternate 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 total base bid as long as the base bid amount falls within the amount of funds certified for the project plus 25%.

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 to further evaluate bids until a bid received falls within the amount certified, plus 25%.

In the event all deductive alternates are subtracted from the total base bid and no bid falls within the amount certified, plus 25%, all bids shall be rejected and become confidential.

In no case shall the amount bid for the item of "mobilization" exceed 5% of the total contract amount for all items listed in the proposal or bid. Should the amount entered into the proposal or bid for this item exceed 5%, the bid shall be rejected.

Bidder shall complete the work in accordance with the Contract Documents for the price(s) submitted by the Bidder.

ARTICLE 5 - CONTRACT ITEMS

- 5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.
- 5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 - BID CONTENT

- 6.01 The following documents are attached to and made a condition of this Bid:

- A. Required 5% Bid security in the form of a cashier's check from a bank located in the State of Arkansas or a Bid Bond in the amount of 5.0% Dollars (\$ 5.0%).
- B. A tabulation of Subcontractors and other persons and organizations required to be identified in this Bid.

ARTICLE 7 - COMMUNICATIONS

- 7.01 Communications concerning this Bid shall be addressed to the Bidder as follows:

DOCUMENT 00400 – BID FORM (continued)

755 E. Millsap Rd
Fayetteville, AR 72703

Email: Shaun.Long@APAC.com

Phone No. 479-587-3300

Fax No. 479-587-3300

ARTICLE 8 - TERMINOLOGY

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

Arkansas State Contractor License No. 0011840424

If Bidder is:

An Individual

Name (type or printed): _____

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

Doing business as: _____

Business address: _____

Phone No. _____ Fax No. _____

Email address: _____

A Partnership

Partnership Name: _____ (SEAL)

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

Name (type or printed): _____

Business address: _____

Phone No. _____ Fax No. _____

Email address: _____

DOCUMENT 00400 – BID FORM (continued)



A Corporation or LLC

Corporation Name: APAC-Central, Inc.

State of Incorporation: Delaware

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

By: _____

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

Name (type or printed): Doug Luetjen

Title: Operations Manager of Construction

Attest: _____

(Signature of Corporate Secretary)

Phone No. 479-587-3300

Fax No. 479-587-3300

Email address: Doug.Luetjen@APAC.com

Tax ID Number (TIN): 58-1401469

^{DNS}
UEI # 83-311-1599

Cage Code: 5VC25



DOCUMENT 00430 – LIST OF SUBCONTRACTORS

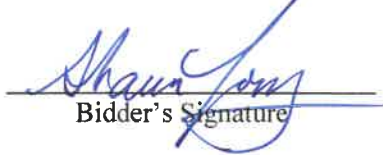
In compliance with the Instructions to Bidders and other Contract Documents, the undersigned submits the following names of Subcontractors to be used in performing the Work for:

RAZORBACK ROAD (HWY.112) & 15TH STREET (HWY.16) INTERSECTION IMPROVEMENTS

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

<u>Subcontractor's Work</u>	<u>Subcontractor's Name and Address</u>	<u>Expected Percentage or Value</u>
Clearing/Demolition	APAC - Fayetteville, AR	10%
SWPPP/Erosion Control	Second Nature - Fayetteville, AR	5%
Asphalt	APAC - Fayetteville, AR	5%
Concrete	APAC - Fayetteville, AR CDC - Van Buren, AR	20%
Landscaping	Second Nature - Fayetteville, AR	10%
Material Testing	MCC - Fayetteville, AR APAC - Fayetteville, AR	5%
Other (designate)	TLS - Lighting - OK City, OK	45%

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


Bidder's Signature

Listed below is a partial list of similar projects completed within the last five years.

CONTRACT AMOUNT	TYPE OF WORK	WHEN COMPLETED	CITY/COUNTY AND STATE	REFERENCE Name, Work Location (City, county or state)	PROJECT OWNER'S NAME AND ADDRESS
4,944,199	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Benton County, AR	202704 - XMA Reconstruction Runway 16	Northwest AR Reg Airport 1 Airport Blvd Bentonville, AR 72712
16,410,071	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Benton County, AR	203228 - AHTD 090292 Bella Vista Bypass	AHTD PO Box 1262 Little Rock AR 72203
1,003,156	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Bentonville, Benton County, AR	203273 - NW 2nd St & SW A to Walton Blvd	City of Bentonville 117 W Central Bentonville, AR 72712
608,364	Drainage, Mill, Asphalt Overlay	2015	Bentonville, Benton County, AR	203290 - City of Bentonville Overlay	City of Bentonville 117 W Central Bentonville, AR 72712
240,956	Asphalt Overlay	2015	Huntsville, Madison County, AR	203303 - AHTD C44001 Huntsville Overlay	AHTD PO Box 1262 Little Rock AR 72203
80,875	Asphalt Overlay	2015	Avoca, Benton County, AR	203305 - Town of Avoca Street Overlay	Town of Avoca PO Box 160 Avoca, AR 72711-0160
153,396	Asphalt Overlay	2015	Lincoln, Washington Co., Arkansas	203322 - SA7284 Rd 11 Loop Overlay	AHTD PO Box 1262 Little Rock AR 72203
1,519,819	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Tulsa County, Oklahoma	403043 - COT PROJECT 104317	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,255,425	Grading, Structures, Pipe, Asphalt, Paving	2015	Tulsa County, Oklahoma	403047 - Yorktown III	Yorktown Holdings LLC, 5711 E. 71st Street, Ste 120, Tulsa, OK 74136
1,429,466	Asphalt Paving	2015	Tulsa County, Oklahoma	403047 - Yorktown III	Koss Construction, 9630 SW Drury Ln, Tulsa, OK 74107
2,678,011	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Tulsa County, Oklahoma	403047 - COT Project 104317	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
1,879,618	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Tulsa County, Oklahoma	403047 - COT Project 104317	City of Tulsa 2317 South Jackson Ave. Tulsa, OK 74107
4,877,847	Asphalt Paving	2015	Ozark County, Oklahoma	603913 - Mercy Replacement Hospital, Joplin, MO	Sherwood Construction, 1640 S. 101st E. Ave., Tulsa, OK 74128
3,061,913	Grading, Aggregate, Asphalt	2015	Joplin, Jasper Co., MO	603913 - Mercy Replacement Hospital, Joplin, MO	Mercy Hospital, Joplin, MO
1,982,487	Asphalt Paving	2015	Neosho, Newton Co., MO	604021 - Love's Truck Stop, Neosho, MO	Jasper County Comm. Jasper County Courthouse, Carthage, MO 64838
1,019,670	Grading, Aggregate, Asphalt	2015	Neosho, Newton Co., MO	604023 - Joplin Airport, Joplin, MO	Love's Truck Stop, Neosho, MO
1,151,788	Highway Construction	2015	Joplin, Jasper Co., MO	604023 - Joplin Airport, Joplin, MO	City of Joplin, 802 S. Main Street, Joplin, MO 64801
307,012	Asphalt Patching & Overlay	2015	Joplin, Jasper Co., MO	604024 - RT. 65 & Battlefield, Greene Co., MO	MODOT, Jefferson City, MO
6,498,008	Highway Construction	2015	RT. 49, Barton, Vernon Co., MO	604026 - Tanko High Street Pli., Joplin, MO	Tanko Building Products, PO Box 1404, Joplin, MO
1,895,666	Highway Construction	2015	RT. Loop 44 & 13, Greene Co., MO	604030 - RT. 49, J7P2200, Barton, Vernon Co., MO	MODOT, Jefferson City, MO
2,793,716	Highway Construction	2015	RT. Bus. 60 Newton & Rt. HH Barry Co.,	604037 - RT. 65 & Battlefield, Greene Co., MO	MODOT, Jefferson City, MO
1,466,729	Highway Construction	2015	RT. 14, Douglas Co., MO	604038 - RT. 60 & HH, Newton, Barry Co., MO	MODOT, Jefferson City, MO
3,445,471	Highway Construction	2015	RT. 54 & 254, Cedar, St. Clair, Hickory Co., MO	604039 - RT. 14, J852460, Douglas Co., MO	MODOT, Jefferson City, MO
348,622	Concrete C & G, Milling, Asphalt	2015	Nevada, Vernon Co., MO	604042 - RT. 54 & 254, Var. Counties, MO	MODOT, Jefferson City, MO
2,715,064	Highway Construction	2015	RT. 60, Newton Co., MO	604044 - City of Nevada, Vernon Co., MO	MODOT, Jefferson City, MO
615,752	Highway Construction	2015	RT. 160, Greene Co., MO	604047 - RT. 60, J703068, Newton Co., MO	MODOT, Jefferson City, MO
374,476	Grading, Aggregate, Asphalt	2015	Republic, Greene Co., MO	604048 - RT. 160, J850608, Greene Co., MO	MODOT, Jefferson City, MO
376,998	Removals, Grading, Aggr., Conc. C & G, Asphalt	2015	Springfield, Greene Co., MO	604049 - Republic Bus Barn, Republic, Greene Co., MO	Republic School Dist., Republic, MO
1,701,612	Asphalt Paving	2015	Springfield, Greene Co., MO	604051 - Moons Parking Lot, Springfield, MO	Jordan Valley Community Health Ctr., PO Box 5681, Springfield, MO
240,577	Asphalt Paving	2015	Springfield, Greene Co., MO	604052 - Greene Co. FR 178, Springfield, MO	Greene County Highway Dept., Springfield, MO
6,690,371	Grading, Concrete, Drainage, Aggregate, Asphalt	2015	Lamar, Barton Co., MO	604057 - City of Lamar Overlay, Barton Co., MO	City of Lamar, 1104 Broadway Street, Lamar, MO 64759
1,701,612	Asphalt Paving	2018	Centerton, Benton Co., AR	203246 - AHTD-090174-Hwy. 102 Centerton	AHTD PO Box 1262 Little Rock AR 72203
1,386,003	Asphalt Paving	2018	Bella Vista, Benton Co., AR	203246 - AHTD-090174-Hwy. 102 Centerton	Kold Grading, 5731 St. Charles MO 63304
374,521	Asphalt Paving and Pavement Marking	2016	Bella Vista, Washington Co., Arkansas	203246 - AHTD-090174-Hwy. 102 Centerton	Sweater Construction 590 W Poplar Fayetteville AR 72703
1,235,978	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Rogers, Benton County, AR	203250 - AHTD-090353-Hwy. 112, Sub to Sweater	AHTD PO Box 1262 Little Rock AR 72203
1,142,939	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Johnson, Washington County, AR	203250 - AHTD-090353-Hwy. 112, Sub to Sweater	AHTD PO Box 1262 Little Rock AR 72203
1,142,939	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Siloam Springs, Benton Co., Arkansas	203278 - AHTD BB0412 Johnson Mill Blvd Interchange Improvs	AHTD PO Box 1262 Little Rock AR 72203
170,745	Asphalt Paving	2016	Huntsville, Madison County, AR	203280 - AHTD 090269 Kenwood St Siloam Springs	AHTD PO Box 1262 Little Rock AR 72203
229,955	Asphalt Paving	2016	Greenland, Washington County, AR	203304 - Harmony Road - City of Huntsville	City of Huntsville PO Box 549 Huntsville AR 72740
55,031	Grading, Asphalt Paving	2016	Bentonville, Benton County, AR	203306 - City of Greenland - Additional Asphalt Paving	City of Greenland 8 E Ross St Greenland AR 72737
6,690,371	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Fayetteville, Washington Co., Arkansas	203311 - Quarry Truss Subdivision Fayetteville	Crossland Construction Co 833 S East Ave Columbia KS 66725
1,701,612	Asphalt Paving	2016	Centerton, Benton Co., AR	203313 - AHTD 040648 - I-49 Median Cable (Sub to Time Stripling)	Sweater Construction 590 W Poplar Fayetteville AR 72703
1,386,003	Asphalt Paving	2016	Bella Vista, Benton Co., AR	203246 - AHTD-090174-Hwy. 102 Centerton	Time Stripling Inc PO Box 1238 Van Buren AR 72957
374,521	Asphalt Paving and Pavement Marking	2016	Fayetteville, Washington Co., Arkansas	203255 - AHTD-090293-Bella Vista Bypass (Kolb)	Kold Grading, 5731 St. Charles MO 63304
1,235,978	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Rogers, Benton County, AR	203250 - AHTD-090353-Hwy. 112, Sub to Sweater	AHTD PO Box 1262 Little Rock AR 72203
1,142,939	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Johnson, Washington County, AR	203278 - AHTD BB0412 Johnson Mill Blvd Interchange Improvs	AHTD PO Box 1262 Little Rock AR 72203
170,745	Asphalt Paving	2016	Huntsville, Madison County, AR	203280 - AHTD 090269 Kenwood St Siloam Springs	AHTD PO Box 1262 Little Rock AR 72203
229,955	Asphalt Paving	2016	Greenland, Washington County, AR	203304 - Harmony Road - City of Huntsville	City of Huntsville PO Box 549 Huntsville AR 72740
55,031	Grading, Asphalt Paving	2016	Bentonville, Benton County, AR	203306 - City of Greenland - Additional Asphalt Paving	City of Greenland 8 E Ross St Greenland AR 72737
6,690,371	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Fayetteville, Washington Co., Arkansas	203311 - Quarry Truss Subdivision Fayetteville	Crossland Construction Co 833 S East Ave Columbia KS 66725
1,701,612	Asphalt Paving	2016	Centerton, Benton Co., AR	203313 - AHTD 040648 - I-49 Median Cable (Sub to Time Stripling)	Time Stripling Inc PO Box 1238 Van Buren AR 72957
1,386,003	Asphalt Paving	2016	Bella Vista, Benton Co., AR	203246 - AHTD-090174-Hwy. 102 Centerton	Kold Grading, 5731 St. Charles MO 63304
374,521	Asphalt Paving and Pavement Marking	2016	Fayetteville, Washington Co., Arkansas	203255 - AHTD-090293-Bella Vista Bypass (Kolb)	AHTD PO Box 1262 Little Rock AR 72203
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6,690,371	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Fayetteville, Washington Co., Arkansas	203311 - Quarry Truss Subdivision Fayetteville	Crossland Construction Co 833 S East Ave Columbia KS 66725
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374,521	Asphalt Paving and Pavement Marking	2016	Fayetteville, Washington Co., Arkansas	203255 - AHTD-090293-Bella Vista Bypass (Kolb)	AHTD PO Box 1262 Little Rock AR 72203
1,235,978	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Rogers, Benton County, AR	203250 - AHTD-090353-Hwy. 112, Sub to Sweater	AHTD PO Box 1262 Little Rock AR 72203
1,142,939	Grading, Concrete, Drainage, Aggregate, Asphalt	2016	Johnson, Washington County, AR	203278 - AHTD BB0412 Johnson Mill Blvd Interchange Improvs	AHTD PO Box 1262 Little Rock AR 72203
170,745	Asphalt Paving	2016	Huntsville, Madison County, AR	203280 - AHTD 090269 Kenwood St Siloam Springs	AHTD PO Box 1262 Little Rock AR 72203
229,955	Asphalt Paving	2016	Greenland, Washington County, AR	203304 - Harmony Road - City of Huntsville	City of Huntsville PO Box 549

Listed below is a partial list of similar projects completed within the last five years.

CONTRACT AMOUNT	TYPE OF WORK	WHEN COMPLETED	CITY/COUNTY AND STATE	REFERENCE (Name, City, County or State)	PROJECT OWNER'S NAME AND ADDRESS
120,778	Asphalt, Drainage, Concrete	2017	Siloam Springs, Benton Co., AR	203258 - AHTD 090264-Saner Creek-Suit to Manhattan	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
5,344,701	Asphalt Paving	2017	Fayetteville, Washington Co., AR	203271 - AHTD 090668 Hwy 16W Porter Rd Pace	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
15,681,579	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Belleville, Benton Co., AR	203275 - AHTD 090331 1540 ft Watson Wheel Rd	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
4,402,702	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Fayetteville, Washington Co., AR	203276 - Van Archer Dr. Gregg St. Standard Ave	City of Fayetteville, 113 W. Mountain, Fayetteville, AR 72701
384,518	Asphalt Paving	2017	Springdale, Washington Co., AR	203298 - AHTD # 040381 HWY 180 LEYOND POND DR	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
1,148,112	Asphalt Overlay	2017	Springdale, Washington Co., AR	203316 - City of Springdale Street Paving 2015	City of Springdale, 201 Spring St., Springdale, AR 72764
2,773,777	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Springdale, Washington Co., AR	203320 - 140619 - Johnson Road Phase 2 CO 4	City of Johnson, 2804 Main Dr., Johnson 72737
12,125	Concrete	2017	Johnson, Washington County, AR	203323 - City of Johnson Ditch Paving - McGuire Street	J. Johnson Construction Company, Inc., 1300 Morsani Dr., Rogers, AR 72756
76,392	Asphalt Paving	2017	Rogers, Benton County, AR	203330 - Grand Pointe Subdivision - Rogers	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
1,294,277	Asphalt Overlay	2017	Madison/Washington Co. Line, AR	203334 - Oak Street Add-on St. Paul	Town of Saint Paul, PO Box 19, Saint Paul, AR 72760
15,611	Asphalt Overlay	2017	St. Paul, Madison Co., AR	203341 - Dr. Bryan Abernathy Driveaway - Prepaid	Bryan Abernathy, 1805 N. Crossover Rd., Suite 4, Fayetteville, AR 72716
22,386	Concrete Paving, Asphalt Paving	2017	Fayetteville, Washington Co., AR	203349 - Mountain Ranch Subdivision - Phase 3	Trulove Construction, LLC, P.O. Box 152, Berryville, AR 72616
156,559	Asphalt Paving	2017	Fayetteville, Washington Co., AR	203358 - AHTD 090453 - Hwy 43 OL	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
331,681	Asphalt Paving	2017	Siloam Springs, Benton Co., AR	203386 - Collier's Race Track	Sweetser Construction 590 W Poplar Fayetteville AR 72703
280,347	Asphalt Paving	2017	Tulsa, Oklahoma	403055 - SH-28 SSR-253C(020)SR/SSR-266C(034)SR ROGERS	City of Tulsa 2317 South Jackson Ave, Tulsa, OK 74107
3,011,251	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	SH-28, Rogers County, OK	403076 - WVR-MC-129	City of Tulsa 2317 South Jackson Ave, Tulsa, OK 74107
3,629,268	Mill & Asphalt Overlay	2017	Will Rogers Turnpike, Craig County, OK	403076 - CO 450 STP-257B(046) 3P OSAGE (Avant)	Oklahoma Turnpike Authority, P.O. Box 11357, OKC, OK 73136
3,744,016	Mill & Asphalt Overlay	2017	Wyandotte, SH-10, Ottawa County, OK	403089 - SSR-258C(025)SR Ottawa SH-10 Wyandotte	City of Tulsa 2317 South Jackson Ave, Tulsa, OK 74107
889,389	Mill & Asphalt Overlay	2017	Joplin, Jasper Co., MO	603981 - Maiden Lane Widening, Joplin, MO	City of Joplin, 602 S. Main Street, Joplin, MO 64801
889,244	Mill & Asphalt Overlay	2017	Rt. 60 Newton Co., MO	604047 - Rt. 60 Newton Co., MO	MODOT, Jefferson City, MO
5,035,676	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Rt. 60 Barry, Lawrence Co., MO	604076 - Rt. 60 Barry, Lawrence Co., MO	MODOT, Jefferson City, MO
2,839,631	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Rt. 65 Benton, Dallas, Hickory Co., MO	604077 - Rt. 65 Benton, Dallas, Hickory Co., MO	MODOT, Jefferson City, MO
2,756,291	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Rt. 65 Benton, Lawrence Co., MO	604083 - Lower Cook Addition, Springfield, Greene Co., MO	MODOT, Jefferson City, MO
3,869,608	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Rt. 60 Newton Co., MO	604087 - White Park Trail, Aurora, Lawrence Co., MO	MODOT, Jefferson City, MO
142,282	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Rt. 60 Newton Co., MO	604090 - Rt. 60 Wright Co., MO	MODOT, Jefferson City, MO
304,363	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Rt. 13 Henry, St. Clair Co., MO	604094 - Rt. 13 Henry, St. Clair Co., MO	MODOT, Jefferson City, MO
4,444,870	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Springfield, Greene Co., MO	604097 - Packer Rd. Ext. & Cedarbrook, Springfield, Greene Co., MO	MODOT, Jefferson City, MO
4,030,673	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Springfield, Greene Co., MO	604106 - Pilot Flying J, Springfield, Greene Co., MO	MODOT, Jefferson City, MO
730,322	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Ozark, Christian Co., MO	604108 - Street Overlay, Ozark, Christian Co., MO	MODOT, Jefferson City, MO
469,235	Concrete C&G, Asphalt Paving	2017	Neosho, Newton Co., MO	604113 - Neosho Jr. High, Neosho, Newton Co., MO	MODOT, Jefferson City, MO
945,978	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Hollister, Taney Co., MO	604117 - Springfield-Highway Airport, Springfield, Greene Co., MO	MODOT, Jefferson City, MO
1,168,573	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Hollister, Taney Co., MO	604121 - UPS, Hollister, Taney Co., MO	MODOT, Jefferson City, MO
380,637	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Mountain Grove, Wright Co., MO	604126 - Springfield Grocer, Springfield, Greene Co., MO	MODOT, Jefferson City, MO
1,153,157	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Wineslow, Washington, AR	203328 - AHTD 090207 Devilla's Den-West (Pace)	Missouri State University, 901 S. National Ave., Springfield, MO 65807
214,436	Remove & Replace Concrete	2017	Bella Vista, Benton, AR	203361 - AHTD 090406 Hwy 43 KCS Railroad Overpass	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
343,267	Grading, Concrete, Drainage, Aggregate, Asphalt	2017	Bella Vista, Benton, AR	203365 - AHTD C04010 Bella Vista Cedar Crest Dr Surfacing	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
109,800	Earthwork, Drainage, Asphalt Paving	2017	Alma, Crawford, AR	203376 - NW 3rd St Phase 3	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
1,478,112	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2018	Bentonville, Benton, AR	203376 - NW 3rd St Phase 3	City of Bentonville, 117 W. Central Ave., Bentonville, AR 72712
270,035	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2018	Tulsa, OK	403097 - Sulte-Us Drive Improvements Bella Vista	City of Bella Vista, 616 W. Lancashire Blvd., Bella Vista, AR 72714
531,060	Millings and asphalt with driveways	2018	Claremore, OK	403106 - Claremore Highway 5	City of Claremore, 104 South Muskogee Ave., Claremore, OK 74019
369,963	Excavation, base, drainage, concrete, signage	2018	Jenks, OK	403107 - Yorktown Phase 5	Yorktown Holdings, LLC, 6711 E. 71st St Suite 120, Tulsa, OK 74136
2,280,226	Asphalt Milling and Asphalt Paving, Airport Runway	2018	Springfield, Greene Co., MO	403107 - Yorktown Phase 5	Menards, Inc., Springfield, MO
1,270,178	Grading, Aggregate, Asphalt Paving	2019	Springfield, Greene Co., MO	404188 - Menards East Public Portion	MODOT Southwest Dist., PO Box 888, Springfield, MO 65801
150,013	Asphalt Paving	2019	Var. Ris., Jasper Co., MO	404188 - Menards East Public Portion	MODOT Southwest Dist., PO Box 888, Springfield, MO 65801
998,245	Grading, Aggregate, Asphalt	2019	Rt. 43 Newton Co., MO	404195 - Rt. 43 Newton Co., MO	MODOT Southwest Dist., PO Box 888, Springfield, MO 65801
416,958	Asphalt Paving	2019	Rt. 66, Jasper Co., MO	404196 - Rt. 66 Jasper Co., MO	MODOT Southwest Dist., PO Box 888, Springfield, MO 65801
739,126	Asphalt Paving	2019	Rt. 66, Jasper Co., MO	404197 - Rt. 66 Jasper Co., MO	MODOT Southwest Dist., PO Box 888, Springfield, MO 65801
129,796	Grading, Aggregate, Concrete, Asphalt	2019	Springfield, Greene Co., MO	404199 - Hickman Woods, Springfield	MODOT Southwest Dist., PO Box 888, Springfield, MO 65801
103,548	Excavation, Asphalt Paving	2019	Joplin, Jasper Co., MO	404203 - Owens Corning / Joplin Mineral Wool Plant	MODOT Southwest Dist., PO Box 888, Springfield, MO 65801
13,691,521	Grading, Aggregate, Asphalt	2019	Rogers, Benton, AR	203360 - AHTD 090376 8th St Interchange	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
3,710,311	Asphalt paving	2019	Creek County, OK	404163 - MODOT Rt. 65 Greene Co., MO	Duit Construction, P.O. Box 3788, Edmond, OK 73063
4,977,105	Asphalt paving	2019	Rt. 65 Greene Co., MO	404169 - MODOT Rt. 360 & 60 Greene Co., MO	MODOT Southwest Dist., PO Box 888, Springfield, MO 65801
2,175,582	Grading, Aggregate, Drainage, Concrete, Asphalt	2019	Rt. 360 & 60 Greene Co., MO	404177 - Rt. 13 St. Clair Co., MO	MODOT Southwest Dist., PO Box 888, Springfield, MO 65801
2,122,604	Excavation, Grading, Aggregate, Drainage, Concrete, Asphalt	2019	Rt. 13 St. Clair Co., MO	404184 - Rt. 76 Taney Co., MO	MODOT Southwest Dist., PO Box 888, Springfield, MO 65801
3,558,849	Grading, Aggregate, Asphalt	2019	Springfield, Greene Co., MO	404184 - Rt. 76 Taney Co., MO	MODOT Southwest Dist., PO Box 888, Springfield, MO 65801
212,897	Grading, Aggregate, Asphalt	2019	Springfield, Greene Co., MO	404184 - Rt. 76 Taney Co., MO	MODOT Southwest Dist., PO Box 888, Springfield, MO 65801
335,091	Grading, Aggregate, Asphalt Paving	2019	Springfield, Greene Co., MO	404184 - Rt. 76 Taney Co., MO	MODOT Southwest Dist., PO Box 888, Springfield, MO 65801
6,899,199	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Springfield, Washington, AR	404184 - Rt. 76 Taney Co., MO	3M Company, PO Box 3428, St. Paul, MN 55133
1,209,148	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Bentonville, Washington, AR	203416 - Gene George Blvd (66th St.) - Section 1	City of Springfield, 201 Spring St., Springfield, AR 72764
2,375,582	Grading, Aggregate, Drainage, Concrete, Asphalt	2019	Bentonville, Washington, AR	203420 - Hwy 102-SW "W" Street	City of Bentonville, 117 W. Central Ave., Bentonville, AR 72712
1,045,551	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Bentonville, Washington, AR	203412 - Hwy 102B-Saba Road	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
8,480,899	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Bentonville, Washington, AR	203383 - AIDOT 012007 South Wobbe-284 Hwy 285	City of Rogers, 301 W. Chestnut, Rogers, AR 72756
10,243,392	Excavation/subsurface, Drainage, Aggregate, Concrete, Asphalt	2019	Bentonville, Washington, AR	203433 - AIDOT 090561 Hwy 12 - L49 (71B OL)	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
3,754,094	Milling, Asphalt Paving, Concrete	2019	Bentonville, Benton, AR	203440 - Bentonville Street OL 2019	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72203
428,784	Asphalt paving	2019	Bentonville, Benton, AR	203440 - Bentonville Street OL 2019	City of Bentonville, 117 W. Central Ave., Bentonville, AR 72712

ATTACHMENT A-1

Listed below is a partial list of similar projects completed within the last five years.

[illegible]

ATTACHMENT A-2

Listed below is a partial list of the organization's current projects in progress and their estimated completion dates.

CONTRACT AMOUNT	REFERENCE	TYPE OF WORK	ESTIMATED COMPLETION DATE	PERCENT COMPLETE	LOCATION CITY/COUNTY STATE	PROJECT'S OWNER'S NAME AND ADDRESS
26,934,336	203401 - ADOT BB0903 - I-49 Hwy 71B Interchange	Excavation Bridge Drainage Asphalt Traffic Signalization	1-Oct-2020	95.00%	Rovers, Benton, AR	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72202
53,395,638	203415 - ADOT BB0491 - I-40/I-540	Milling Asphalt Paving, Bridge deck modifications, guardrail	1-Apr-2020	100.00%	Pl. Smith, Crawford, AR	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
1,645,342	203453 - Fletcher Avenue Improvements	Excavation/subsurface Drainage, Aggregate, Concrete, Asphalt	1-Aug-2021	100.00%	Tontitown, AR	City of Tontitown, Henri De Tontl Blvd, Tontitown, AR
687,387	203467 - ADOT C772003 Farmington Double Springs Rd Imprv.	Excavation/subsurface Drainage, Aggregate, Concrete, Asphalt	1-Feb-2021	100.00%	Farmington, AR	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
447,628	203469 - Wallin Mountain Road Rehab	Excavation/subsurface Drainage, Aggregate, Concrete, Asphalt	1-Nov-2020	100.00%	Fayetteville, AR	Washington County Road Department, Fayetteville Arkansas 72701
215,012	203471 - ADOT SB0438, Madison County	Milling Asphalt Paving	1-Nov-2020	100.00%	Jackson, AR	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
6,092,268	203477 - ADOT T289 Co. Road 30832	Milling Asphalt Paving, Aggregate	1-Dec-2020	100.00%	Fayetteville, AR	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
9,097,346	203478 - ADOT 040970 Collage Ave - Huntsville Rd	Excavation/subsurface Drainage, Aggregate, Concrete, Asphalt	1-Dec-2021	100.00%	Fayetteville, AR	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
1,877,836	203480 - ADOT E7721 Spring Creek Str. & Approaches	Excavation/subsurface Drainage, Aggregate, Concrete, Asphalt	1-Apr-2021	100.00%	Springdale, AR	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
3,128,004	203481 - Rogers Airport Taxiway PH 2	Excavation/subsurface Drainage, Aggregate, Concrete, Asphalt	1-Sep-2021	100.00%	Rogers, AR	City of Rogers, 301 W. Chestnut, Rogers, AR 72756
9,000,000	203487 - South Street Improvements	Milling Asphalt Paving, Aggregate	1-Aug-2022	80.00%	Springdale, AR	City of Springdale, 201 Spring St., Springdale, AR 72764
\$350,000	203489 - Sain Street Improvements	Milling Asphalt Paving, Aggregate	1-Aug-2022	10.00%	Fayetteville, AR	City of Fayetteville, W Mountain Street, Fayetteville AR
\$3,600,000	203490 - ADOT A90007 - Main St. Line - Hwy 27B	Asphalt Paving & Base Laydown	1-Aug-2022	100.00%	Bella Vista, AR	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
\$250,000	203491 - Independence Plaza Retail	Asphalt Paving	1-Oct-2022	100.00%	Rogers, AR	PROJECT'S OWNER'S
\$300,000	203508 - C72013 - Goshen, OK Interchange	Asphalt Paving	1-Oct-2021	100.00%	Goshen, AR	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
\$1,200,000	203509 - ADOT A90008 - Hwy 412 Overlay	Milling Asphalt Paving, Aggregate	1-Jul-2021	100.00%	Dry Fork, AR	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
\$15,000,000	203504 - ADOT 040847 Washington Interchange	Excavation/subsurface Drainage, Aggregate, Concrete, Asphalt	1-Oct-2023	2%	Fayetteville, AR	Arkansas Department of Transportation PO Box 1262, Little Rock, AR 72204
\$6,000,000	Water Tower Road Street Improvements	Milling Asphalt Paving, Aggregate	1/1/2023	90%	Bentonville, AR	City of Bentonville
\$						



BID TABULATION

Bid 23-22, Construction - 15th St. and Razorback Rd. Intersection Improvements

DEADLINE: Tuesday, August 8, 2023 at 2:00 PM

Certification of Funds: \$1,800,000.00 (\$2,250,000.00 total allowed)

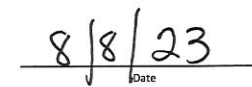
Line #	Description	QTY	UOM	APAC-Central, Inc.		Crossland Heavy Contractors, Inc.	
				Total			
					\$1,809,765.00	\$1,820,000.00	
				Unit	Extended	Unit	Extended
1	Mobilization (Shall not exceed 5% of Total Bid)	1	LS	\$86,000.00	\$86,000.00	\$85,000.00	\$85,000.00
2	Insurance and Bonding	1	LS	\$12,000.00	\$12,000.00	\$27,600.00	\$27,600.00
3	Roadway Construction Control	1	LS	\$60,000.00	\$60,000.00	\$60,215.00	\$60,215.00
4	Trench and Excavation Safety Systems	1	LS	\$5,100.00	\$5,100.00	\$5,400.00	\$5,400.00
5	Clearing, Grubbing, & Demolition	1	LS	\$40,000.00	\$40,000.00	\$39,750.00	\$39,750.00
6	Undercut and Backfill (Allowance)	100	CY	\$64.00	\$6,400.00	\$50.00	\$5,000.00
7	Rock Excavation (Allowance)	100	CY	\$310.00	\$31,000.00	\$150.00	\$15,000.00
8	Unclassified Excavation	225	CY	\$88.00	\$19,800.00	\$44.00	\$9,900.00
9	Select Embankment (Plan Quantity)	2400	CY	\$48.00	\$115,200.00	\$44.00	\$105,600.00
10	4" Topsoil Placement & Solid Sod (Bermuda)	2500	SY	\$13.00	\$32,500.00	\$15.00	\$37,500.00
11	18" Reinforced Concrete Pipe Class III Outside Roadway	290	LF	\$120.00	\$34,800.00	\$140.00	\$40,600.00
12	36" Reinforced Concrete Pipe Class III Outside Roadway	75	LF	\$200.00	\$15,000.00	\$275.00	\$20,625.00
13	36" Reinforced Concrete Pipe Class III Under Pavement	65	LF	\$220.00	\$14,300.00	\$285.00	\$18,525.00
14	18" Reinforced Concrete Flared End Section w/Curtain Wall	1	EA	\$5,200.00	\$5,200.00	\$2,800.00	\$2,800.00
15	4' x 4' Drop Inlet (Type C)	4	EA	\$11,500.00	\$46,000.00	\$13,000.00	\$52,000.00
16	5' x 5' Drop Inlet (Type C)	2	EA	\$13,500.00	\$27,000.00	\$15,000.00	\$30,000.00
17	5' x 5' Junction Boxes (Type C)	1	EA	\$17,200.00	\$17,200.00	\$15,000.00	\$15,000.00
18	(4 ft.) Drop Inlet Extension	2	EA	\$5,000.00	\$10,000.00	\$3,000.00	\$6,000.00
19	(8 ft.) Drop Inlet Extension	3	EA	\$7,000.00	\$21,000.00	\$4,500.00	\$13,500.00
20	Headwalls, Wingwalls and Appurtenances	1	LS	\$32,000.00	\$32,000.00	\$45,000.00	\$45,000.00
21	P.C.C. Base	575	SY	\$180.00	\$103,500.00	\$230.00	\$132,250.00
22	Asphalt Concrete Hot Mix Surface Course	360	TON	\$270.00	\$97,200.00	\$305.00	\$109,800.00
23	Asphalt Concrete Hot Mix Patching for Maintenance of Traffic	10	TON	\$300.00	\$3,000.00	\$700.00	\$7,000.00
24	Concrete Curb and Gutter (Type A) (1'-6")	1000	LF	\$38.00	\$38,000.00	\$60.00	\$60,000.00
25	Modified Curb and Gutter (1'-6")	75	LF	\$126.00	\$9,450.00	\$55.00	\$4,125.00
26	4" Thick Concrete w/ 4" Class 7 Base	750	SY	\$94.00	\$70,500.00	\$100.00	\$75,000.00
27	6" Thick Concrete w/ 6" Class 7 Base	150	SY	\$138.00	\$20,700.00	\$107.00	\$16,050.00
28	Modular Block Retaining Walls (0-6 ft.)	150	LF	\$350.00	\$52,500.00	\$195.00	\$29,250.00
29	Pavement Marking Removal 4"-6" Line	800	LF	\$3.00	\$2,400.00	\$2.50	\$2,000.00
30	Pavement Marking Removal Symbol	6	EA	\$290.00	\$1,740.00	\$315.00	\$1,890.00
31	6" Solid Double Yellow Pavement Marking (Thermo)	1100	LF	\$1.20	\$1,320.00	\$1.25	\$1,375.00
32	6" Solid White Pavement Marking (Thermo)	950	LF	\$1.20	\$1,140.00	\$1.25	\$1,187.50
33	12" Solid White Pavement Marking (Thermo)	800	LF	\$5.00	\$4,000.00	\$5.00	\$4,000.00
34	24" Solid White Pavement Marking (Thermo)	150	LF	\$12.00	\$1,800.00	\$12.50	\$1,875.00
35	"Right Arrow" Pavement Symbol (Thermo)	2	EA	\$290.00	\$580.00	\$312.50	\$625.00
36	"Left Arrow" Pavement Symbol (Thermo)	8	EA	\$290.00	\$2,320.00	\$312.50	\$2,500.00
37	"Thru Arrow" Pavement Symbol (Thermo)	2	EA	\$290.00	\$580.00	\$312.50	\$625.00
38	"ONLY" Pavement Symbol (Thermo)	6	EA	\$350.00	\$2,100.00	\$375.00	\$2,250.00
39	"R X R" Pavement Symbol (Thermo)	4	EA	\$580.00	\$2,320.00	\$625.00	\$2,500.00
40	Wayfinding Sign Footing	2	EA	\$3,500.00	\$7,000.00	\$2,900.00	\$5,800.00
41	R8-8 "DO NOT STOP ON TRACKS" 24" X 30"	2	EA	\$1,200.00	\$2,400.00	\$735.00	\$1,470.00
42	W10-1 36" Dia. RR Warning Sign w/New Support	2	EA	\$1,200.00	\$2,400.00	\$800.00	\$1,600.00
43	Remove and Reinstall Ex. Private Pedestrian Warning Sign w/New Support	2	EA	\$3,700.00	\$7,400.00	\$815.00	\$1,630.00
44	Remove and Reinstall Ex. Wayfinding Sign	1	LS	\$8,700.00	\$8,700.00	\$2,450.00	\$2,450.00
45	Remove and Reinstall Ex. M3-2 & M1-5 Signs w/New Support	1	LS	\$1,000.00	\$1,000.00	\$960.00	\$960.00
46	Remove and Reinstall Ex. 1-13 (Emergency Notification Sign) w/New Support	2	EA	\$1,000.00	\$2,000.00	\$820.00	\$1,640.00
47	Remove and Reinstall Ex. M4-5, M1-5, M5-1 L&R, M3-3 S&N Signs w/New Supports	1	LS	\$1,100.00	\$1,100.00	\$975.00	\$975.00

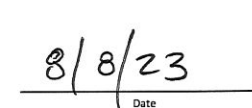
48	Remove and Reinstall Ex. R3-7, M5-1, R3-5fP, M1-5 Signs w/New Supports	1	LS	\$1,100.00	\$1,100.00	\$975.00	\$975.00
49	Relocate Ex. Pinnacle Foods Sign	1	LS	\$1,000.00	\$1,000.00	\$2,250.00	\$2,250.00
50	R10-12M "Left Turn Yield on Flashing Yellow Arrow" (30"x36")	4	EA	\$950.00	\$3,800.00	\$1,750.00	\$7,000.00
51	Erosion Control	1	LS	\$8,100.00	\$8,100.00	\$16,500.00	\$16,500.00
52	Traffic Control and Maintenance	1	LS	\$78,000.00	\$78,000.00	\$29,850.00	\$29,850.00
53	Cast-in-Place Detectable Warning Panel	90	SF	\$61.00	\$5,490.00	\$30.00	\$2,700.00
54	Handicap Access Ramp	30	SY	\$280.00	\$8,400.00	\$225.00	\$6,750.00
55	Project Signs	2	EA	\$1,100.00	\$2,200.00	\$2,000.00	\$4,000.00
56	2" Cold milling Asphalt Pavement	2800	SY	\$10.00	\$28,000.00	\$8.00	\$22,400.00
57	RCP Concrete Collar	2	EA	\$2,100.00	\$4,200.00	\$1,800.00	\$3,600.00
58	Adjust Valve Boxes to Grade	8	EA	\$700.00	\$5,600.00	\$1,200.00	\$9,600.00
59	Adjust Water Meter to Grade	1	EA	\$810.00	\$810.00	\$2,000.00	\$2,000.00
60	Adjust Ex. Fire Hydrant to Grade	1	EA	\$1,000.00	\$1,000.00	\$2,900.00	\$2,900.00
61	Service Point Assembly (2 Circuits)	1	EA	\$5,500.00	\$5,500.00	\$6,050.00	\$6,050.00
62	System Local Controller (8 Phase) McCain ATCeX 2 NEMA TS-2/ Type 2	1	EA	\$43,000.00	\$43,000.00	\$46,500.00	\$46,500.00
63	Polara ICCU-S2 iNtelligent Central Control Unit (APS System) (Shelf Mount)	1	EA	\$5,900.00	\$5,900.00	\$6,400.00	\$6,400.00
64	Polara iNS2 3TB1B: "iNS" iNavigator 2-wire Push Button Station	8	EA	\$1,300.00	\$10,400.00	\$1,335.00	\$10,680.00
65	Video Detector IP (CLR) (Iteris Vantage Vector)	4	EA	\$5,600.00	\$22,400.00	\$6,000.00	\$24,000.00
66	Iteris Vantage Next Processor (Shelf-Mount Format)	1	EA	\$29,000.00	\$29,000.00	\$31,000.00	\$31,000.00
67	Ethernet Switch(Cisco 1000 Series) (8-Port)	1	EA	\$2,950.00	\$2,950.00	\$3,200.00	\$3,200.00
68	Local Radio UBIQUITI Nanostation NSM5 5.8 GHZ	2	EA	\$1,200.00	\$2,400.00	\$1,300.00	\$2,600.00
69	E-Net Cable (Exterior Cat 5e)	800	LF	\$3.00	\$2,400.00	\$2.75	\$2,200.00
70	Non-metallic conduit (1.25")	375	LF	\$30.20	\$11,325.00	\$32.50	\$12,187.50
71	Non-metallic conduit (3")	750	LF	\$48.00	\$36,000.00	\$51.50	\$38,625.00
72	Galvanized Steel Conduit (1.25")	20	LF	\$62.00	\$1,240.00	\$67.50	\$1,350.00
73	Concrete Pull Box (Type 2) HD (11" x 21")	4	EA	\$2,400.00	\$9,600.00	\$2,600.00	\$10,400.00
74	Concrete Pull Box (Type 3) (15 1/4" x 28")	3	EA	\$3,300.00	\$9,900.00	\$3,525.00	\$10,575.00
75	Traffic Signal Cable (5C/14 AWG)	2300	LF	\$4.20	\$9,660.00	\$4.50	\$10,350.00
76	Traffic Signal Cable (7C/14 AWG)	400	LF	\$8.50	\$3,400.00	\$8.75	\$3,500.00
77	Traffic Signal Cable (20C/14 AWG)	1100	LF	\$12.00	\$13,200.00	\$12.50	\$13,750.00
78	Electrical conductors for luminares (2C/12 AWG)	650	LF	\$4.00	\$2,600.00	\$3.75	\$2,437.50
79	Electrical Conductors -in-Conduit (2C/6 AWG)	200	LF	\$7.20	\$1,440.00	\$7.75	\$1,550.00
80	Electrical Conductors-in-Conduit (1C/8 AWG)	900	LF	\$3.50	\$3,150.00	\$3.50	\$3,150.00
81	Electrical Conductors-in-Conduit (1C/12 AWG)	250	LF	\$3.00	\$750.00	\$2.75	\$687.50
82	Traffic Signal Head (3-Section) (L.E.D.)	8	EA	\$1,600.00	\$12,800.00	\$1,750.00	\$14,000.00
83	Traffic Signal Head (4-Section) (L.E.D.)	4	EA	\$1,800.00	\$7,200.00	\$1,925.00	\$7,700.00
84	Countdown Pedestrian Signal Head (L.E.D.)	8	EA	\$1,200.00	\$9,600.00	\$1,250.00	\$10,000.00
85	LED Blank Out Sign	2	EA	\$10,600.00	\$21,200.00	\$11,500.00	\$23,000.00
86	Traffic Signal Mast Arm (38') and Pole (35') with Foundation & Dual Luminaire Arms	1	EA	\$44,000.00	\$44,000.00	\$47,000.00	\$47,000.00
87	Traffic Signal Mast Arm (38') and Pole (21') with Foundation	1	EA	\$35,500.00	\$35,500.00	\$39,000.00	\$39,000.00
88	Traffic Signal Mast Arm (40') and Pole (35') with Foundation	1	EA	\$42,100.00	\$42,100.00	\$46,000.00	\$46,000.00
89	Traffic Signal Mast Arm (54') and Pole (35') with Foundation	1	EA	\$51,000.00	\$51,000.00	\$56,000.00	\$56,000.00
90	Traffic Signal Pedestrian Pole with Foundation (10')	5	EA	\$6,000.00	\$30,000.00	\$6,400.00	\$32,000.00
91	Luminaire Assembly(Full Cutoff) Acuity Brand ATBM-H-MVOLT-R4-4B-NL LED Cobra Head	4	EA	\$1,100.00	\$4,400.00	\$1,200.00	\$4,800.00
92	Video Monitor w/mouse (CLR)	1	EA	\$1,700.00	\$1,700.00	\$1,850.00	\$1,850.00
93	18" Street Name Sign	4	EA	\$800.00	\$3,200.00	\$800.00	\$3,200.00
94	Self Contained Battery Back Up (Tesco Control Module 22-BBS)	1	EA	\$20,000.00	\$20,000.00	\$21,500.00	\$21,500.00
95	x-RPS™ Railroad Preemption System with 2-module rack & Wiring Harness	1	EA	\$9,200.00	\$9,200.00	\$10,000.00	\$10,000.00
96	RR Flagging Services (Not to Exceed Quantity)	100	HRS	\$170.00	\$17,000.00	\$150.00	\$15,000.00
97	Ameristar Fencing	200	LF	\$90.00	\$18,000.00	\$90.00	\$18,000.00
98	6" Thick Concrete Curbed Drainage Swale	15	SY	\$1,200.00	\$18,000.00	\$205.00	\$3,075.00
99	Potholing Ex. Utilities	1	LS	\$13,000.00	\$13,000.00	\$10,000.00	\$10,000.00
100	Helmeted Bicyclist Symbol with Arrow	1	EA	\$300.00	\$300.00	\$315.00	\$315.00

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


Amanda Bellibas, Sr. Purchasing Agent


Kenny Fitch, Purchasing Agent

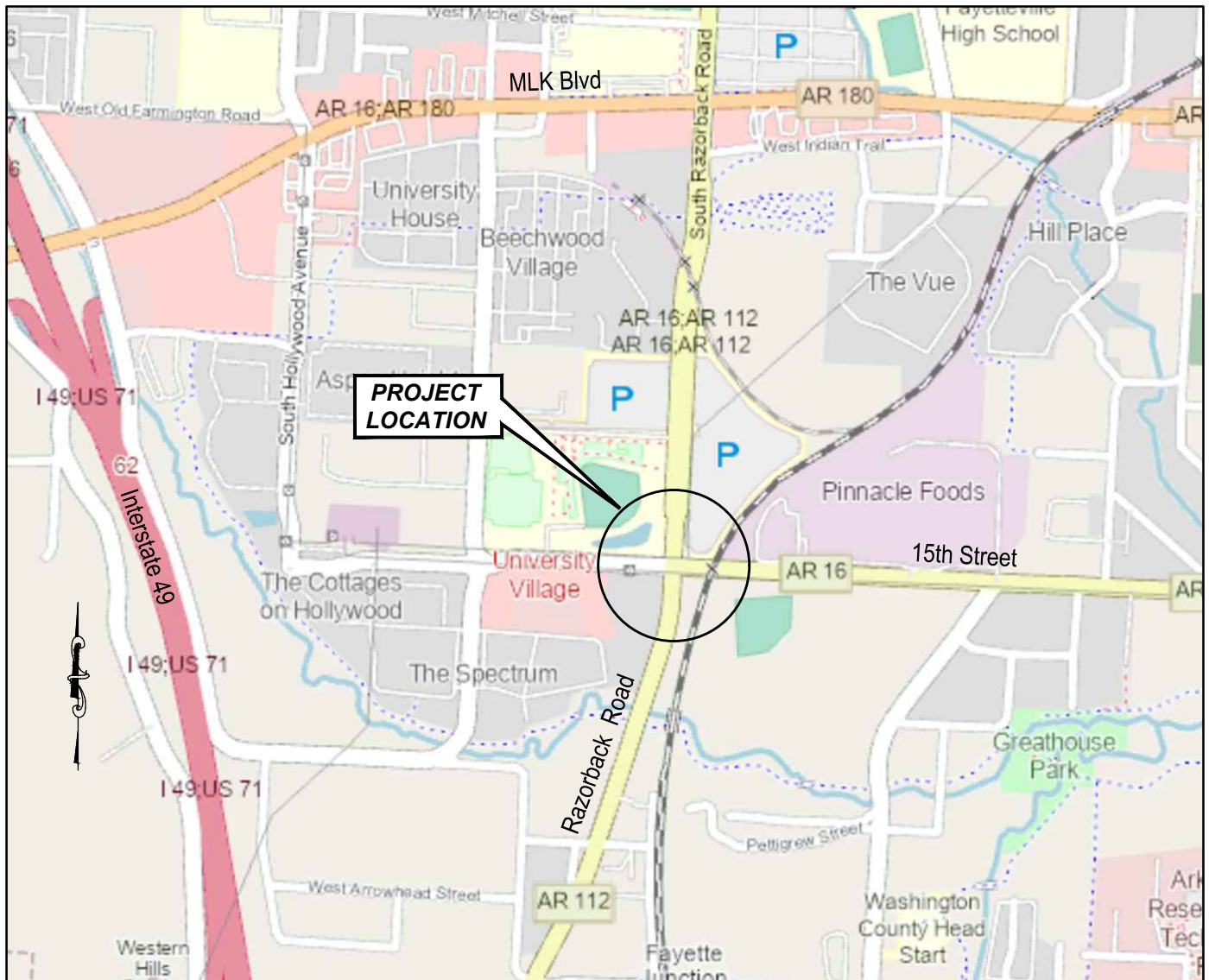

Date


Date

RAZORBACK ROAD-15TH ST. INTERSECTION IMPROVEMENTS

for the
City of Fayetteville

AUG. 2023



VICINITY MAP



CITY OF
FAYETTEVILLE
ARKANSAS

www.fayetteville-ar.gov

ENGINEERING DIVISION

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

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



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE: July 27, 2023
SUBJECT: **SPATCO ENERGY SOLUTIONS**

RECOMMENDATION:

COUNCIL APPROVES A RESOLUTION TO UPGRADE FLEET DEPARTMENT'S FUEL INVENTORY AND MANAGEMENT SOFTWARE FOR A TOTAL PURCHASE PRICE OF \$35,340.90 AND ANY SURCHARGES OR DELIVERY FEES OR LABOR CHARGES UP TO 10% OF THE ORIGINAL PURCHASE PRICE FROM SPATCO ENERGY SOLUTIONS AND TO APPROVE A BUDGET ADJUSTMENT.

BACKGROUND:

The fleet department has been using FuelMaster for fuel inventory and management since 2006 and would like to proceed with upgrading hardware and moving to web-based access.

DISCUSSION:

Upgrading to the latest web-based software will allow greater access to Fleet Management staff for Fuel inventory and help increase our cyber security efforts. The purchase of all hardware and installation will be performed by Spatco Energy Solutions of Fort Smith AR.

BUDGET/STAFF IMPACT:

This item was an original 2024 CIP request and will need to be moved up in the time frame at the IT departments' request.

A budget adjustment is being presented for your approval.

ATTACHMENTS: City of Fayetteville FM Live quote-Revised, 2023-949 SRF Fleet Fuel Upgrade, 2023-949 BA Fleet Fuel Upgrade



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-949

SPATCO ENERGY SOLUTIONS

A RESOLUTION TO ACCEPT A QUOTE IN THE AMOUNT OF \$35,340.90 PLUS APPLICABLE TAXES FROM SPATCO ENERGY SOLUTIONS FOR UPGRADED FUEL INVENTORY AND MANAGEMENT SOFTWARE, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$3,534.09, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the Fleet Division has used FuelMaster for fuel inventory and management since 2006 and recommends upgrading to move to a web-based system; and

WHEREAS, pursuant to Ark. Code Ann. §19-11-203(14)(AA), formal competitive bidding is not necessary for technical support, renewals, additional copies, or license upgrades for proprietary software after the initial procurement.

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 determines that because of Ark. Code Ann. § 19-11-203(14)(AA), upgrades for proprietary software after the initial procurement, the purchase of upgraded FuelMaster software does not require formal competitive bidding and, therefore, accepts the quote in the amount of \$35,340.90 (plus any applicable taxes) from Spatco Energy Solutions to upgrade this software, and further approves a project contingency in the amount of \$3,534.09 for any surcharges, delivery fees or additional labor charges.

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



City of Fayetteville

Delivery date: 7-25-2023

1560 S Happy Hollow Road

Ross Jackson

Fayetteville, AR 72701

479-444-3495/rjackson@fayetteville-ar.gov

SPATCO SCOPE OF WORK

- Install FM Lives and associated hardware as per Fuelmaster quotation.
- Interface Fuelmaster with ATG.
- Install Fuelmaster surge protection kit.
- Install (3) Centerons into AST's.
- Attempt to connect FMLive to Veeder Root at Uptown location.
- Test fueling equipment and FMLIVE for proper functionality.

NOTES:

- Any work outside the Scope of Work laid out above will require a change order.
- Quote based on all exiting equipment being in working order.
- Quote based on a 1-2-day installation; anything out of our control that extends the installation time will require a change order.

Equipment and Services:

2-FMLIVE, UPGRADE, CELLULAR, PROKEE/PROX, AIM	\$13,759.20
1-ADV SURGE PROTECTION KIT 5-8 HOSES	\$864.90
2-TANK MONITOR INTERFACE	\$2,322.00
1-POWERVER ADVANCED SURGE PROTECTION	\$690.30
1-FMLIVE SERVICES (ANNUALLY)	\$5,280.00
1-FMLIVE DATABASE SETUP, ACTIVATION, CONSTRUCTION AND MGMT	\$3,783.50
3-CENTERON AST TANK MONITORS @ \$690.00 EA.	\$2070.00
1-1000 CENTERON CALL BLOCK	\$311.00

FREIGHT

\$260.00

LABOR

\$6,000.00

TOTAL: \$35,340.90 plus tax

****THANK YOU FOR THE OPPORTUNITY TO QUOTE****

ACCEPTANCE AND EXPIRATION. This quotation, and Seller's offer described in it, will expire on the earlier of (1) 15 days after the date listed on quotation or (2) Seller's giving Buyer written notice that Seller has withdrawn this quotation, unless Buyer accepts this quotation, without any proposed changes, by executing this quotation in the space provided below and delivering it, and the Initial Payment (defined below) to Seller before that expiration. Buyer may not accept, and Seller will have no obligations under, this quotation after it expires.

Price and Initial Payment. The price for this Quote may not include all freight charges, taxes or permits. A deposit of 25% is due and payable with and is a condition of Buyer's acceptance of this quotation. Please note the required deposit may change depending on credit approval. Should the required deposit change, Buyer has the right to cancel this order upon 1 business days' notice to Seller.

Terms and Conditions of Sale. This quotation is governed solely by Seller's terms and conditions of sale which are attached to this quotation. Seller's offer described in this quotation is expressly made conditional on Buyer's acceptance of all terms in this quotation, including the terms and conditions. No term of any purchase order or other document shall become a part of the agreement between the parties or bind

Seller.

Accepted By

Date: _____ **Customer:** _____

Date: 7-25-2023 **Salesman:** Cliff James



2724 John Deere Dr. Suite 207 Buckhead Center Knoxville, TN 37917
800-249-4921 865-546-4921 Fax 865-546-5402

City of Fayetteville Staff Review Form

2023-949

Item ID

8/15/2023

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

Ross Jackson

7/27/2023

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

COUNCIL APPROVES A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND UPGRADE FLEET DEPARTMENTS FUEL INVENTORY AND MANAGEMENT SOFTWARE FOR A TOTAL PURCHASE PRICE OF \$35,340.90 AND ANY SURCHARGES OR DELIVERY FEES OR LABOR CHARGES UP TO 10% OF THE ORIGINAL PURCHASE PRICE FROM SPATCO ENERGY SOLUTIONS AND TO APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5801.00

Shop

Account Number

Fund

20007.1

Fleet Management System Upgrade

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 41,586.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 41,586.00

Does item have a direct cost? Yes

Item Cost

\$ 38,786.64

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 1,100.00

Remaining Budget

\$ 3,899.36

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Item Cost includes 9.75% sales tax.

Budget Year	Division	FLEET OPERATIONS (770)	Adjustment Number
2023	/Org2		
	Requestor:	Ross Jackson Jr.	

COUNCIL APPROVES A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND UPGRADE FLEET DEPARTMENTS FUEL INVENTORY AND MANAGEMENT SOFTWARE FOR A TOTAL PURCHASE PRICE OF \$35,340.90 AND ANY SURCHARGES OR DELIVERY FEES OR LABOR CHARGES UP TO 10% OF THE ORIGINAL PURCHASE PRICE FROM SPATCO ENERGY SOLUTIONS AND TO APPROVE A BUDGET ADJUSTMENT.

COUNCIL DATE:	9/5/2023
ITEM ID#:	2023-949
April Melton	
8/4/2023 10:22 AM	
Budget Division	Date
TYPE:	D - (City Council)
JOURNAL #:	
GLDATE:	9/5/2023
CHKD/POSTED:	/

RESOLUTION/ORDINANCE

[illegible]



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director

FROM: Britin Bostick, Long Range Planning/Special Projects Manager

DATE: August 14, 2023

SUBJECT: **Approval of a professional services agreement with Stantec Consulting Services, Inc. in the amount of \$24,671.00, pursuant to RFP 23-07, for a Historic Context Statement for the University Heights and Haskell Heights neighborhoods.**

RECOMMENDATION:

Staff recommends approval of a professional services agreement with Stantec Consulting Services, Inc. in the amount of \$24,671.00, pursuant to RFP 23-07 for a Historic Context Statement for the University Heights and Haskell Heights neighborhoods.

BACKGROUND:

City Plan 2040 identified a benchmark for short term (2019-2025) action that is directly related to the work proposed for this project:

- Work to preserve the historic character and integrity of neighborhoods with multiple approaches including but not limited to: create one or more Local Regulated District(s) in neighborhoods listed on the National Register of Historic Places; and utilize other preservation tools such as overlay districts with the main goal of preserving historic character.

Additionally, the Plan's Objective 3.1.7 *Encourage protection of community character in established neighborhoods* states: "Many of Fayetteville's most vibrant and diverse neighborhoods do not meet the requirements for inclusion on the National Historic Register but are worthy of preservation efforts because they are stable and foster a sense of community among their residents. Many of Fayetteville's neighborhoods built in the 1940's, 50's and 60's in the City's core and in proximity to downtown and the University of Arkansas have seen significant development pressure in recent years." The University Heights and Haskell Heights neighborhoods, located directly west of the main University of Arkansas campus in Fayetteville, are two such neighborhoods.

A historic context statement does not add properties to the National Register of Historic Places, nor does it enact any zoning regulations or property protections. It is an organizing structure for grouping information about historic properties that share a common theme, place, and time. A historic context focuses on describing those historical development patterns within which the significance of a resource can be understood. Once the document is written it provides the framework for evaluating a property for historic significance and integrity –

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

the “homework”, if you will, prior to nominating a collection or grouping of properties to the National Register of Historic Places, or to being able to consider properties for a local historic district. The historic context statement is anticipated to be the first phase in a two-phase project. The second phase, proposed to be conducted under a separately funded and defined project, would be the submission of a Multiple Property Documentation Form with at least one property nomination to the National Register of Historic Places.

Additionally, this project would potentially implement the newly adopted Heritage & Historic Preservation Plan by furthering work to complete three action items:

- **3.6 Historic District Outreach:** Conduct outreach with property owners in NRHP historic districts to instill community pride, educate them about the difference between NRHP and local historic districts, and encourage the creation of local historic districts.
- **3.8 Multiple Property Designation:** Create noncontiguous local historic districts based on a multiple property designation approach. Explore themes like modern architecture, Black history, and other topics.
- **5.5 Historic Contexts: Diverse Histories:** Ensure that Fayetteville’s diverse histories, particularly Black, Latino, Jewish, women, and LGBT+ histories, are documented in historic context development.

DISCUSSION:

Stantec Consulting Services Inc., formerly Cox|McLain Environmental Consulting based in Austin, Texas, was selected for the project. The project team represents both breadth and depth in multiple aspects of historic preservation work, including work supported by Arkansas Historic Preservation Program grants, historic preservation planning, cultural resource identification, historic property survey and evaluation, and GIS-based analysis.

The historic context statement work is expected to kick off in September 2023 and conclude before July 2023 to meet the Certified Local Government grant timeline required by the Arkansas Historic Preservation Program. Long Range Planning staff anticipate working with both historic commissions and residents in the subject neighborhoods throughout the project.

BUDGET/STAFF IMPACT:

This project is funded by a \$20,000 Certified Local Government grant from the Arkansas Historic Preservation Program and a \$5,000 budget allocation approved in 2023.

ATTACHMENTS: 23-CLG-02 SRF, RFP 23-07, Contract with Appendices, University Heights-Haskell Heights Project Boundary

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-966

Approval of a professional services agreement with Stantec Consulting Services, Inc. in the amount of \$24,671.00, pursuant to RFP 23-07, for a Historic Context Statement for the University Heights and Haskell Heights neighborhoods.

A RESOLUTION TO AUTHORIZE A CONTRACT WITH STANTEC CONSULTING SERVICES, INC., PURSUANT TO RFP 23-07, IN THE AMOUNT OF \$24,671.00, TO DEVELOP A HISTORIC CONTEXT STATEMENT FOR THE UNIVERSITY HEIGHTS AND HASKELL HEIGHTS NEIGHBORHOODS

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a Contract with Stantec Consulting Services, Inc., pursuant to RFP 23-07, in the amount of \$24,671.00 to develop a historic context statement for the University Heights and Haskell Heights neighborhoods.

City of Fayetteville Staff Review Form

2023-966

Item ID

9/5/2023

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

Britin Bostick

8/18/2023

LONG RANGE PLANNING (634)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a professional services agreement with Stantec Consulting Services, Inc. in the amount of \$24,671.00, pursuant to RFP 23-07, for a Historic Context Statement for the University Heights and Haskell Heights neighborhoods.

Budget Impact:

1010.090.660.5314.00

General Fund

Account Number

Fund

32207.2023

AR Historic Preservation Program (CLG Grant) -
Historic Context Stmt - University & Haskell Heights

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 25,000.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 25,000.00

Does item have a direct cost? Yes

Item Cost

\$ 24,671.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 329.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 88-23; 277-22

Change Order Number:

Approval Date: 4/4/2023; 12/6/2022

Original Contract Number:

Comments:



This contract executed this ____ day of _____, 2023, between the City of Fayetteville, Arkansas (**City**), of 113 W. Mountain, Fayetteville, AR 72701 and Stantec Consulting Services, Inc. (**Stantec**) of 8401 Shoal Creek Blvd., Suite 100, Austin, TX 78757, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Purpose: The purpose of this Contract is to provide the terms and conditions necessary for the preparation of a Historic Context Statement for the City of Fayetteville (the “Project”).
2. Contract Documents: The Contract documents which comprise the contract between the City of Fayetteville and **Stantec** consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. Appendix A: Scope of Work & Fees
 - b. Appendix B: City Issued Solicitation for RFP 23-07, Historic Context Statement
 - c. Appendix C: **Stantec’s** RFP Submittal
 - d. Appendix D: **Stantec’s** Certificate of Insurance
3. City’s Responsibilities:
 - a. The City shall make available to **Stantec**, all relevant information or data pertinent to the Project which is required by **Stantec** to perform the Services. **Stantec** 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 **Stantec** or otherwise. Where such information or data originates either with the City or its consultants then **Stantec** shall not be responsible to the City for the consequences of any error or omission contained therein.
 - b. When requested by **Stantec**, the City may engage specialist consultants directly to perform items of work necessary to enable **Stantec** to carry out the Services. Whether arranged by the City or **Stantec**, 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 **Stantec**.
 - c. The City shall give prompt consideration to all documentation related to the Project prepared by **Stantec** and whenever prompt action is necessary shall inform **Stantec** of City's decisions in such reasonable time so as not to delay the schedule for providing the Services.

- d. When applicable, the City shall arrange and make provision for **Stantec's** entry to the Project site as well as other public and private property as necessary for **Stantec** to perform the Services. The City shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay **Stantec** in the performance of the Services.
- e. The City shall acknowledge the support of the National Park Service and the Arkansas Historic Preservation Program in the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund 7 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.

4. Stantec's Responsibilities:

- a. **Stantec** shall furnish the necessary qualified personnel to provide the Services. **Stantec** 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, **Stantec** 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 **Stantec's** performance. There are no other representations or warranties expressed or implied made by **Stantec**. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by **Stantec** nor shall **Stantec** warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond **Stantec's** reasonable control.
- b. **Stantec** 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.

5. Non-Assignment: **Stantec** shall not assign its duties under the terms of this agreement without prior written consent of the City.
6. Indemnification and Hold Harmless: **Stantec** agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, but not defend, against any and all claims for property damage, personal injury or death, arising from **Stantec'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.

Notwithstanding anything to the contrary, the total amount of all claims the City of Fayetteville may have against Stantec under this contract or arising from the performance or non-performance of the services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees or \$500,000. As the City of Fayetteville's sole and exclusive remedy under this contract any claim, demand or suit shall be directed and/or asserted only against the Stantec and not against any of the Stantec's employees, officers or directors. Neither the City of Fayetteville nor Stantec 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: **Stantec** shall furnish a certificate of insurance addressed to the City of Fayetteville within ten (10) calendar days after contract finalization, presenting insurance which shall be maintained throughout the term of the Contract in compliance with the terms of RFP 23-07. If applicable, **Stantec** 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, **Stantec** 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.
8. Price:
 - a. **Stantec Consulting, Inc.** shall perform the services included in this proposal for a flat fee of **\$24,671.00**.
 - i. **Stantec** shall strive to make decisions based on what is best for the City. As such, the **Stantec** compensation is structured as a flat fee, with billing to be completed on a percent-complete basis. Each billing shall be completed at 40%, 80%, and 100% of project completion.

- b. Additional services requested that fall outside the scope of this project shall be provided based on a mutually agreed schedule and price, utilizing the hourly fee schedule provided in **Stantec's** proposal.

9. Payments:

- a. Payments shall be made after approval and acceptance of each percentage-completed, 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 delivery to the City is preferred.

10. Terms: All work as required in the Appendix A – Scope of work shall be completed by **July 15, 2024**.

11. Ownership of Documents:

- a. All documents provided by the City are and remain the property of the City. **Stantec** may retain reproduced copies of drawings and copies of other documents.
- b. All documents and records, whether in physical or electronic format, prepared by **Stantec** or its subconsultant as part of the Project shall become the property of City when **Stantec** has been compensated for all services rendered; provided, however, that **Stantec** shall have the unrestricted right to their use.
- c. **Stantec** shall 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 **Stantec**.
- d. **Stantec** 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.

12. Independent Contractor: **Stantec** is an independent contractor of the City and shall maintain complete responsibility for applicable state or federal law on unemployment insurance, withholding taxes, social security, or other industrial, labor or discrimination law for its employees. **Stantec** is responsible for its agents, 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 of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
15. Termination: This Contract may be terminated by the City of Fayetteville or **Stantec** 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 **Stantec** 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, 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. 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. **Stantec's** Principal or their Designated Representative shall be the primary contact for all matters pertaining to this contract.
19. Professional Responsibility: **Stantec** 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. Permits & Licenses: **Stantec** shall secure and maintain any and all permits and licenses required to complete this Contract.
21. Entire Agreement: These Contract documents constitute the entire agreement between the City of Fayetteville and **Stantec** and may be modified only by a duly executed written instrument signed by the City of Fayetteville and **Stantec**. In the event of a conflict between the terms of this Contract and the appendices, this Contract and the terms and conditions contained in Appendix B shall control.

22. 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 Stantec for services actually rendered.
23. 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.
24. Debarment Certification: Stantec 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. Stantec 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.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2023.

STANTEC CONSULTING, INC.

By: Emily Reed
Signature

Emily Reed, Principal
Printed Name & Title

Robert Reed
ATTEST (Signature)

Robert Reed
Witness (Printed Name)

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
LIONELD JORDAN, Mayor

ATTEST: (Signature)

Kara Paxton, City Clerk

Date Signed: 7/17/23

Date Signed: _____

CONTRACT FOR PROFESSIONAL SERVICES
RFP 23-07, Historic Context Statement
APPENDIX A
Scope of Work & Fees

1. INTRODUCTION:

Stantec Consulting, Inc. (Stantec) shall provide services in preparing a Historic Context Statement for the University Heights and Haskell Heights neighborhoods in the City of Fayetteville.

2. SCOPE OF WORK:

Stantec shall perform the following:

- A. Identify and assess the University Heights and Haskell Heights neighborhoods' history, including ties to the University of Arkansas and early farms.
- B. Identify key themes and periods of history for both neighborhoods.
- C. Establish clear neighborhood boundaries to assist with future surveys or policy proposals.
- D. Conduct research using primary and secondary sources, including resources at the University of Arkansas Special Collections Library, as available.
- E. Recommend a communications strategy to reach and engage stakeholders. Utilize available and existing resources and organizations focusing on the project neighborhoods.
- F. In collaboration with City staff, design collateral materials including web and digital resources in support of the project (1 page of website content, 3 social media posts, and content for 3 emails to be distributed by the City of Fayetteville).
- G. Identify, describe, and implement a comprehensive strategy and methodology for community involvement, including development of a key stakeholder list.
- H. Develop a list of historic ethnic and cultural influences or individuals associated with the University Heights and Haskell Heights neighborhoods.
- I. Attend (virtually) a minimum of four (4) meetings with City staff to update staff on the development of the document.
- J. Assist the City in submitting content for quarterly reports to the AHPP detailing programmatic and fiscal progress of work.
- K. The results from items A-D, and H shall be compiled into an approximately 25-30 page historic context report based on a City-approved outline. Stantec shall address one (1) round of reviewed and consolidated comments by the City contact and revise the report to incorporate required revisions.
- L. Follow the guidance provided in *National Register Bulletin 16B: How to Complete the National Register Multiple Property Documentation Form* in anticipation of the City's completion of the next project phase; the submittal of a Multiple Property Documentation Form.

3. PRICING:

- A. **Stantec** shall perform the services included in this proposal for a flat fee of **\$24,671.00**.
- i. **Stantec** shall strive to make decisions based on what is best for the City. As such, **Stantec's** compensation is structured as a flat fee, with billing to be completed on a percent-complete basis. Each billing shall be completed at 40%, 80%, and 100% of project completion.
- B. Additional services requested that fall outside the scope of this project shall be provided based on a mutually agreed schedule and price, utilizing the hourly fee schedule provided in **Stantec's** proposal.

4. TIMEFRAME & PROPOSED SCHEDULE:

- A. Any adjustments to proposed schedule shall be coordinated through City staff:

Task	Working days Duration	Start Date	End Date	Calendar Days Duration
Consultant selection	21	June-23	June 30, 2023	31
Project initiation/contract execution	37	June 30, 2023	August 15, 2023	53
Virtual project kick-off meeting	14	August 16, 2023	September 5, 2023	20
Historic District Commission meeting (Stantec to attend virtually)	1	September 14, 2023	September 14, 2023	1
Black Heritage Preservation Commission meeting (Stantec to attend virtually)	1	September 21, 2023	September 21, 2023	1
Prepare Public Communications Plan	15	September 6, 2023	September 27, 2023	21
<i>City review</i>	10	September 28, 2023	October 12, 2023	14
Conduct research and prepare outline	40	September 6, 2023	November 1, 2023	56
<i>City review</i>	10	November 1, 2023	November 15, 2023	14
Draft Historic Context	60	November 16, 2023	February 8, 2024	84
<i>HDC/BHPC/AHPP review</i>	25	February 9, 2024	March 15, 2024	35
Final Historic Context	30	March 16, 2024	April 26, 2024	41



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 23-07, Historic Context Statement

DEADLINE: Tuesday, May 23, 2023 before 2:00 PM, local time

Pre-Proposal Conference: Wednesday, May 10, 2023 at 2:00 PM, via Zoom

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 04/30/2023

**REQUEST FOR PROPOSAL
RFP 23-07, Historic Context Statement**

No late proposals shall be accepted. RFP's shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Director.

City of Fayetteville, AR
Request for Proposal
RFP 23-07, Historic Context Statement

The City of Fayetteville, Arkansas, seeks proposals from qualified firms with experience in municipal, comprehensive, urban and land use planning, economic analysis, and citizen involvement/participation, to prepare a Historic Context Statement for the University Heights and Haskell Heights neighborhoods in the City of Fayetteville. Any questions concerning this solicitation process should be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent, at abeilfuss@fayetteville-ar.gov or by calling (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Tuesday, May 23, 2023 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated; no late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

A non-mandatory pre-proposal conference will be held **Wednesday, May 10, 2023 at 2:00 PM** virtually via Zoom. Information regarding the pre-proposal conference is available on the project page on the City's electronic bidding platform. All interested parties are strongly encouraged to attend.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. Any firm providing a service shall be registered with the Arkansas Secretary of State.

Registration and good standing in the System for Award Management (SAM) will be required prior to contract execution.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

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.

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.

City of Fayetteville

By: Amanda Beilfuss, Sr. Purchasing Agent

P: 479.575.8220 abeilfuss@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 04/30/2023

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.

Amount paid: \$XXX.XX.

RFP 23-07, Historic Context Statement
City Issued RFP

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
 - a. Submitting and responding to this RFP: Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.
 - i. Option 1 –Electronic Submittal (*strongly encouraged*): Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.
 - ii. Option 2 – Physical Submittal: All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single file.

(1) electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- i. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the right to the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required

hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".

- b. The Proposer shall promptly notify Amanda Beilfuss, City Sr. Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

10. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women-owned 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-owned business enterprises.

12. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said

proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

13. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that their proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate 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 Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

17. 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), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the

amount of \$1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

19. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. 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 of the last day of the current fiscal period without penalty or expense to the City.

21. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

22. NON-EXCLUSIVE CONTRACT:

Award of this RFP 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-phase contracts, this provision shall apply separately to each item.

23. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

27. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the

right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

CONTINUES ON NEXT PAGE

1. INTRODUCTION:

The City of Fayetteville, Arkansas, hereinafter referred to as “the City”, is requesting proposals from qualified firms with experience in writing historic context statements, performing historic property surveys, and facilitating citizen involvement/participation to prepare a Historic Context Statement for the University Heights and Haskell Heights neighborhoods in the City of Fayetteville, as described in the following Scope of Work. It is the intent of the City of Fayetteville to select a single firm or team to accomplish the services outlined in this Request for Proposals.

2. COMMUNITY & NEIGHBORHOOD BACKGROUND:

The City of Fayetteville, Arkansas is located across the Boston Range of the wider Ozark Plateau in Northwest Arkansas. It is the county seat of Washington County. The City is home to the University of Arkansas, which is located just outside the Downtown area. The City is more than 55 square miles in area with a population of 95,230 according to the 2021 American Community Survey estimations, making it the second largest city in Arkansas.

Fayetteville has a rich cultural history. The town was founded in 1828 on land that had previously been set aside for the western Cherokee Nation. Before the Cherokees, the land had been hunted by the Osage and Quapaw tribes. During the Civil war General Benjamin McCulloch ordered Confederate forces under his command to burn all the commercial buildings, military stores and vacant houses in Fayetteville. Very few structures survived or are preserved today; however, Fayetteville does have a wealth of historic structures from the late 19th century through mid-20th century, many representing vernacular materials and styles. Agricultural production was a significant part of the local economy from the post-Civil War era through WWII, and the University of Arkansas, established in 1871 as the first public university in Arkansas, has also been a significant contributor both to the local economy and to population growth. Faculty in the university’s School of Architecture and Design, named for famed alum and faculty member Fay Jones, are well known for residential work, particularly in the University Heights neighborhood described for this project.

On March 1, 1979 the Historic District Commission was created as a group of devoted local citizens concerned with improving and protecting the City’s unique historic and cultural resources. The Commission helps facilitate the identification, evaluation, preservation, restoration, protection, and enhancement of historical, cultural, and archaeological interests. The City of Fayetteville currently has 69 Historic Sites on the National Register and has an array of National Register Historic Districts and neighborhood associations with an eye on preservation. With the Citywide Heritage & Historic Preservation Master Plan underway and expected to be complete by summer 2023, the Commission is looking at additional projects to meet the plan goals, including the identification and protection of historic properties.

The Black Heritage Preservation Commission was established on September 7, 2021. The purpose of this Commission is to recognize, acknowledge, protect and preserve historical Black Structures and Cemeteries in honor of the vision, accomplishment, and perseverance of Fayetteville’s early Black families and individuals and the churches and other structures they built. Another Purpose of this Commission is

the creation of Black Historical Markers to recognize the struggles and achievements of our Black citizens to promote diversity and equality for all Fayetteville residents and to oppose discrimination against any person in Fayetteville. In June 2023 the Commission will be celebrating the unveiling of a historical marker and street naming honoring Nelson Hackett.

The University Heights and Haskell Heights neighborhoods are located directly to the west of the University of Arkansas main campus in Fayetteville. The approximate borders of the neighborhoods are Cleveland/Wedington Drive to the north, Razorback Road and Garland Avenue to the east, Nettleship Street to the south, and Sang Avenue to the west (see Attachment F). The Arkansas Historic Preservation Program, hereinafter referred to as "AHPP", conducted a site visit in 2017 and followed with a letter recommending an architectural survey and noting the potential importance of early farmhouses and houses with connections to faculty from the University of Arkansas. The neighborhoods comprised a total of 414 parcels and 389 structures in 2021, with at least 253 or 65% of the structures being greater than 50 years old, according to public records.

This project has had strong advocates for the past several years with the concurrence of the Historic District Commission. Due to development pressure, low housing supply and high demand, and a rapid increase in enrollment at the University of Arkansas, this neighborhood is at risk for redevelopment. Approximately 1,800 additional students were admitted to the University of Arkansas in 2022, and student housing complexes on available parcels near the main campus are regularly being submitted for development review. Additionally, homes in the University Heights neighborhood are increasingly becoming investment properties used for short-term rentals as University of Arkansas athletics and events have become a year-round draw. Large residential structures are being constructed between Razorback Road and Markham Hill, putting historic structures – particularly those on large lots – at high risk for redevelopment and removal of the remaining historic structures, particularly those owned as investment properties. Compounding that pressure is the lack of zoning protections for the historic structures in the neighborhood.

3. SCOPE OF WORK:

The purpose of this project is to prepare a framework for researching and documenting historic resources in two Fayetteville, Arkansas neighborhoods, University Heights and Haskell Heights, in the form of a historic context statement. This document would serve to support city staff, city commissioners, and property owners in their efforts to identify and protect historic resources in these neighborhoods. The primary intent of this project is to begin surveying resources and engaging residents in the process of establishing a local ordinance district while supporting the preparation of National Register nominations (one of which, the Anderson House, was recently submitted for consideration), including a Multiple Property Submission to the National Register of Historic Places (please see National Register Bulletin 16B, "How to Complete the National Register Multiple Property Documentation Form" at <https://www.nps.gov/subjects/nationalregister/upload/NRB16B-Complete.pdf> for more information). This project is also intended to help produce knowledge about development patterns, historical trends, and significant architectural features in the University Heights and Haskell Heights neighborhoods. Without compiling the information needed to establish this historic context statement, individuals would be required to complete their own research and city staff and commissioners would not have a basis for future considerations for such historic neighborhoods. While the final scope of services will be negotiated with the selected consultant, the City's baseline expectations include the following:

- a. Identify and assess the University Heights and Haskell Heights neighborhoods' history, including ties to the University of Arkansas and early farms.
- b. Identify key themes and periods of history for both neighborhoods.
- c. Establish clear neighborhood boundaries to assist with future surveys or policy proposals.
- d. Conduct research using primary and secondary sources, including resources at the University of Arkansas Special Collections Library, as available.
- e. Recommend a communications strategy to reach and engage stakeholders. Utilize available and existing resources and organizations focusing on the project neighborhoods.
- f. In collaboration with City staff, design collateral materials including web and digital resources in support of the project.
- g. Identify, describe, and implement a comprehensive strategy and methodology for community involvement, including development of a key stakeholder list.
- h. Develop a list of historic ethnic and cultural influences or individuals associated with the University Heights and Haskell Heights neighborhoods.

4. QUALIFICATIONS:

The identified project lead must meet the Secretary of the Interior's professional qualifications standards for performing work in the areas of 'History' or 'Architectural History'. These qualifications, which set specific minimum education and experience requirements, can be found online at: <https://www.nps.gov/articles/sec-standards-prof-quals.htm> (Attachment G). Respondents must articulate in their proposal how the designated project lead meets these minimum qualifications.

5. TENTATIVE PROJECT TIMELINE WITH AHPP DEADLINES:

July 15, 2023	Quarterly report due to AHPP
August 15, 2023	AHPP deadline for Consultant to be under contract
September 14, 2023	Project update presented to Historic District Commission (HDC)
September 21, 2023	Project update presented to Black Heritage Preservation Commission (BHPC)
October 15, 2023	Quarterly report due to AHPP
November 1, 2023	AHPP deadline for Consultant to begin work
January/February 2024	First draft of context statement reviewed by HDC and BHPC
March 11, 2024	First draft of context statement submitted to AHPP
April 2024	Final draft of context statement reviewed by HDC and BHPC
April 15, 2024	Quarterly report due to AHPP
April 29, 2024	Final draft of context statement submitted to AHPP

June 3, 2024

Final invoice submitted to City of Fayetteville

July 15, 2024

Final report submitted to AHPP

6. PROPOSAL FORMAT:

The proposal shall contain all sections listed herein and shall respond fully to all requirements of the RFP. Statement should be no more than twenty-five (25) pages; single sided, standard readable, print on standard 8.5X11 pages. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion:

Part I – Letter of Interest: Provide a letter of interest signed by an authorized consultant representative. Provide the names, offices, email addresses, and phone numbers for all key Consultant staff proposed to be involved in the project. The Proposal shall identify in which office(s) the majority of the work will occur. Acknowledge all issued addenda. Inclusion of all the items indicated above will constitute a passing score for this section (1-page maximum).

Part II – Consultant/Staff Qualifications: The Proposal shall include a company profile outlining the company's history and philosophy. This section will also provide a brief biography of key individuals proposed to be assigned to the project with an emphasis on a designated Project Manager. The Project Manager should be the individual conducting the day-to-day activities on this project. Each individual's proposed position / responsibility shall be indicated. Special emphasis shall be provided to the individual's background, qualifications, and experience on related and/or similar projects. The team must meet the Professional Qualification Standards for Historic Preservation set by the Secretary of the Interior (Attachment D).

At least three (3) client references, including name, description of past working relationship, and current contact information shall be listed for each key individual proposed. Any applicable professional licenses or certifications shall be listed for each individual. All known sub-Consultants needed to complete the project (individual or firm) must be identified. Inclusion of all the items indicated above with a clear representation of each team member's competency and successful past experience with related and/or similar projects, to include at least three positive client references for each key individual, will constitute a passing score for this section (5-pages maximum).

Part III – Management Approach: The Proposal shall include a discussion regarding the Consultant's intended management approach on this project, including coordination and monitoring of project schedule, cost, scope, communications, quality, resources and other management issues that the Consultant feels should be addressed (4-pages maximum).

Part IV – Related Project Experience: The Proposal shall include up to three (3) profiles of similar services in comparable organizations. Past projects must have been completed in the last ten (10) years and shall include: project name, project time frame, client name, and a detailed description that clearly justifies why the Consultant's past experience is applicable to this RFP. For each project, indicate which proposed key individuals worked on the project and describe the role/work they performed and their levels of involvement (5-pages maximum per project/6-pages maximum total).

Part V – State and Federal Grant Guidelines: Each Consultant team must familiarize themselves with all grant requirements as required by the CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT and must meet the minimum standards outlined in the appendices listed below in all work product produced. Please note this grant is subject to all rules and regulations pursuant to the National Park Service Historic Preservation Fund Manual. See attachments:

Attachment A: Arkansas Historic Preservation Program (AHPP) Grant Agreement

- i. Attachment B: (Appendix A – Historic Resources Survey and Documentation)
- ii. Attachment C: (Appendix E - Other Consultant Contracts and Products)
- iii. Attachment D: (Appendix F - The Secretary of the Interior’s Historic Preservation Professional Qualification Standards)

Part VI – Detailed Draft and Scope of Services: This will form the basis of the Scope of Services to be included in the Contract and be given the most weight in evaluation and scoring of the Proposals. The Proposal shall include (6 pages maximum):

- i. Detailed description of the Consultant’s proposed scope of services (including specific tasks and deliverables) to accomplish the Objectives specified in Section 3 of the RFP;
- ii. List any additional documents or resources necessary to complete the Work;
- iii. Describe your competitive advantage and value added services and benefits that would be provided to the City. This could include any innovative approaches previously utilized to assist communities develop their similar historic context statements, and any unique challenges and how you overcame them;
- iv. Any optional, recommended services otherwise excluded from the Consultant’s proposed Scope of Services but are considered by the Consultant to be valuable aspects in achieving the Objectives;
- v. A written summary identifying the types of information, data, and assistance needed from the City for a successful project;
- vi. A detailed description of the Consultant’s proposed scope of services (including specific tasks and deliverables) to accomplish the Objectives specified in Section 3 of the RFP;
- vii. List any additional documents or resources necessary to complete the Work.

Part VII – Project Schedule: The Consultant shall provide a project schedule, directly associated with the Consultant’s proposed Scope of Services (2-pages maximum). All project timelines must meet the terms of grant agreement outlined in the CLG Program Grant Agreement 23-CLG-02 (see Attachment A) and shown in Section B.5. The City will submit quarterly reports to the AHPP detailing programmatic and fiscal progress of work on forms to be provided by AHPP.

The timeline must include the AHPP final deadline of August 01, 2024.

7. PRICE PROPOSAL:

Proposers shall provide a Flat Fee Price Proposal. Include a detailed cost breakdown including estimated personnel, exclusions, and all labor costs, expenses, overhead, and profit. Provide a payment schedule based on project milestones/deliverables. These deliverables will be confirmed during contract negotiations with the chosen consultant. The Price Proposal will serve as a basis for scoring.

The Price Proposal will be scored as follows (1-page maximum):

(Lowest Proposal Price/ Proposal Price) x 15 Lowest Price will receive a score of 15

Example: Proposal Price A = \$25,000, Lowest Proposal Price = \$20,000 (\$20,000/\$25,000) x 15

= Score of 12 points

The City will review all submissions to determine compliance with required elements listed in this RFP. Submissions may be judged non-responsive and removed from further consideration if any of the following occur:

- a. The proposal is not received on time in accordance with the terms of this RFP.
- b. The proposal does not follow the specified format.
- c. The information is incomplete or insufficient.
- d. The quality of the proposal contained in the Submittal does not meet the goals, expectations or criteria set forth by the City.

8. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

- 1) 10% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the consultant, partners, and project team. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.
- 2) 20% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
- 3) 30% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 10% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.

- 5) 30% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible.

9. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

10. ADDITIONAL DOCUMENTS AND INFORMATION:

The following documents are included with this solicitation as additional information:

- a. Attachment A: CLG Program Grant Agreement 23-CLG-02
- b. Attachment B: Historic Resources Survey and Documentation (Appendix A of Grant Agreement)
- c. Attachment C: Other Consultant Contracts and Products (Appendix E of Grant Agreement)
- d. Attachment D: The Secretary of the Interior's Historic Preservation Professional Qualification Standards Information (Appendix F of Grant Agreement)
- e. Attachment E: Detailed Information for Secretary of the Interior's professional qualifications standards for performing work in the areas of 'History' or 'Architectural History'
- f. Attachment F: Maps of Project Boundary
- g. Attachment G: Secretary of the Interior's Professional Qualifications Standards

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1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

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

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID #: _____ AR. SECRETARY OF STATE FILING #: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT
Grant Number 23-CLG-02

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 **\$20,370** for the purpose of funding consultants' services to complete a context statement of the University-Haskell Heights neighborhood and expensed related to the attendance of approved trainings by HDC officials and staff.

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 consultants' services for the completion of a context statement of the University-Haskell Heights neighborhood.
\$20,000 is designated for this activity.

TASK B. The City will fund approved travel and training expenses for HDC commissioners and staff.
\$370 is designated for this activity.

II. TIME FRAME of AGREEMENT

This agreement will begin on March 15, 2023, and shall extend until September 30, 2024. No grant funds shall be expended by the City or its sub-grantees or assigns after September 30, 2024. No work on any grant task will be undertaken, continued, or carried out after September 30, 2024.

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, 2024, 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, 2024.

- E. The availability of funds under this grant award is dependent on the National Park Service's 2023-2024 Historic Preservation Fund award to the AHPP.

IV. MILESTONES

A. University-Haskell Heights Historic Context Statement

1. The City will be under contract for consultant's services for the context by August 15, 2023.
2. The consultant will begin work on the context by November 1, 2023.
3. A first draft of the context statement will be submitted to AHPP by March 11, 2024.
4. The final draft of the context statement will be submitted to AHPP by April 29, 2024.
5. Upon AHPP's approval of the final draft, the City will submit an invoice for the full cost of the task by August 1, 2024.

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, 2023	July 15, 2023
July-Sept, 2023	October 15, 2023
October-December, 2023	January 15, 2024
January-March, 2024	April 15, 2024
April-June, 2024	July 15, 2024
July-September, 2024	October 15, 2024
FINAL	October 31, 2024

- B. The report of April 15, 2023, will be accompanied by a timeline for completion of the project and spend down of project funds by the end of the grant term.

- C. If changes in the grant agreement - e.g.: scope of work, products, budgets, etc. - are required, then the City must submit a written request detailing proposed changes and wait for written approval from AHPP before proceeding.

- D. No funds will be disbursed if grant reporting is more than two weeks delinquent.

- E. Failure to submit grant reports within one month of the date required herein shall be

grounds for cancellation of the grant at the discretion of AHPP.

- F. The City will submit a final project report detailing all completed projects and including copies of all publications as per the requirements of this agreement no later than October 31, 2024.
- 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) and Data Universal Numbering System (DUNS).

- H. Cities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and 2 CFR Part 200, Subpart F.
- I. The City will comply with Federal competitive procurement requirements for professional services and subcontractors and will provide documentation of such compliance upon request.
- J. The City will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- K. Upon completion of the project, the Secretary of the Interior, the Comptroller General of the United States, AHPP, and/or any of their duly authorized representatives shall have access for the purpose of financial or programmatic audit and examination any books, documents, papers and records of the City that are pertinent to the grant at all reasonable times during the period of retention provided in 2 CFR §200.334, for at least three (3) years or until all claims or audit findings have been resolved.
- L. The City will comply with the provisions of 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31." In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, §402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
- M. The City will comply with all provisions of Executive Order 113858 "Strengthening Buy American Preferences for Infrastructure Projects" that may apply to the project that is the subject of this award.

X. PUBLICATIONS, WORK PRODUCT AND PUBLIC INFORMATION

- A. An acknowledgment of National Park Service and the Arkansas Historic Preservation Program support must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds. This acknowledgment shall be in the form of a statement as follows:
"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage."
- B. Press releases, publications, and other public dissemination of information by the City concerning a project made possible by this grant shall acknowledge National Park Service, Department of the Interior, Arkansas Historic Preservation Program, and Division of Arkansas Heritage grant support.
- C. Posters, brochures, program literature, and publications will include the following statement: *This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.*
- D. Drafts of all publications, reports, audio-visual material, and other material subject to distribution, publication, or display must be submitted to AHPP for approval prior to production, publication, public display or general distribution.
- E. Publications, reports, audio-visual material, and other material subject to distribution, publication, or display will be made accessible to the widest audience possible in accordance with Title II of the Americans with Disabilities Act (42 U.S.C. §§12132 *et seq.*). For more information, guidance is available from the Department of Justice, Civil Rights Division, Disability Rights Section.
- F. The City grants the State of Arkansas and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement as compiled or produced by the City, its contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material. Any data, analysis, methodology, or

other information that formed the basis of the work product funded by this grant award shall be made available to the AHPP and the NPS on request. The City shall ensure that these rights are secured by any sub-award or sub-agreement funded under this grant award.

- G. All Geographic Information Systems data produced or collected as a part of this grant funded project must comply with the NPS Cultural Resource Spatial Data Transfer Standards. Please contact the AHPP for more information.

XI. DEVELOPMENT PROJECTS

- A. Any development project funded through this award must obtain appropriate permits from the City, including approval from the local Historic District Commission, if the project falls within a local ordinance district and the Commission has jurisdiction.
- B. Work funded by this grant award cannot be claimed under the Federal Historic Preservation Tax Incentives Program. City and any potential subgrantees should consult with their attorneys or financial advisors about tax or other consequences of this award or its conditions on project financing.
- C. Approvals of project work by AHPP for this grant project are independent of and may not be substituted for the review and approval of any project or matter under any other AHPP or National Park Service program.

XII. LIMITATION OF LIABILITY

AHPP assumes no responsibility with respect to accidents, illness or claims arising out of any work performed under a sub-grant supported project. The City is expected to take necessary steps to insure itself and its personnel and students and to comply with the applicable local, State, or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 CFR Part 1910).

XIII. PROJECT CANCELLATION

Approved projects may be canceled for one or more of the following reasons:

- A. The City requests project cancellation.
- B. The City fails to pursue project work in a timely fashion or fails to adequately pursue project objectives in a manner likely to ensure completion of the grant project or substantial spend-down of the grant award within the grant term.
- D. Project work or project administration is found not to be in conformance with conditions as stated in the grant agreement and appendices.

XIV. AMENDMENTS

This agreement may be amended upon written request and approval by both parties.

XV. APPENDICES

The following appendices are hereby incorporated into this agreement by this reference.

RFP 23-07 , Historic Context Statement
Appendix B
City Issued RFP

SIGNATURES

Scott Kaufman
Agency Director, AHPP
State Historic Preservation Officer
1100 North Street
Little Rock, Arkansas 72201



City of Fayetteville Signature

Lioneld Jordan
Name (printed)

Mayor
Title

Date

04/04/2023
Date

RFP 23-07, Historic Context Statement
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APPENDIX A: Historic Resources Survey and Documentation

The production of surveys of historic structures, sites, etc., funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

B. CONTRACTOR'S RESPONSIBILITIES

1. 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.

2. 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.
3. 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.
4. 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 https://www.nps.gov/history/local-law/arch_stnds_0.htm). The survey report should, at minimum, contain the following elements:
 - Survey methodology
 - A brief historic context specific to the area surveyed
 - A brief overview of historic resource types within the area surveyed
 - Maps outlining the boundaries of the area surveyed
 - 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.
 - Maps locating properties by resource number and address
 - 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.
5. The contractor must complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.
6. 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 obvious changes to the building that appear to have occurred since its construction.

7. 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.
8. The contractor will provide UTM coordinates for each property.
9. 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.
10. 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.
11. 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.
12. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth in contract documents.
13. The contractor will provide own transportation and equipment.
14. For resurvey work, a copy of the previous survey form must be attached to the new survey form for each property.
15. 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

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.
2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. 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.
5. AHPP will provide technical assistance to the contractor as necessary for project completion.

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APPENDIX E: Other Consultant Contracts and Products

All other types of projects funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. 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.
2. 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.
3. 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.
4. 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.
5. The City 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. CONTRACTOR'S RESPONSIBILITIES

1. 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.
2. 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.
3. 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.
4. The contractor must be able to adhere to set deadlines as set forth in contract documents.
5. The contractor will provide own transportation and equipment.
6. 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

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.

2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide access to other AHPP files to the contractor as necessary for project completion.

AHPP will provide technical assistance to the contractor as necessary for project completion.

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**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.doi.gov/pam/asset-management/historic-preservation/pqs> 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.

DEPARTMENT OF THE INTERIOR

National Park Service

The Secretary of the Interior's Historic Preservation Professional Qualification Standards

AGENCY: National Park Service, DOI.

ACTION: Proposed renaming of and revisions to "the Secretary of the Interior's Professional Qualification Standards."

SUMMARY: The National Park Service (NPS) proposes to rename and revise "the Secretary of the Interior's Professional Qualification Standards" which are part of the larger "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation." The statutory authority for the Secretary's development of these can be found in sections 101(g), 101(h), 101(i), and 101(j)(2)(A) of the National Historic Preservation Act, as amended (16 U.S.C. 470 *et seq.*). These Standards and Guidelines (including the Professional Qualification Standards) were published in the **Federal Register** in 1983 (48 FR 44716, September 29) as the Secretary's best guidance for historic preservation practice nationally. This remains their preeminent function.

The Standards are renamed "the Secretary of the Interior's Historic Preservation Professional Qualification Standards." This change reflects the fact that the Standards are designed to apply to each discipline as it is practiced in historic preservation; e.g., in the identification, evaluation, documentation, registration, and treatment of historic properties.

The proposed revisions update the standards for the five disciplines included in the 1983 publication and add standards for seven other disciplines mentioned in the National Historic Preservation Act as being important to historic preservation. The proposed revisions also provide (for the first time) published guidance on how to use and interpret the Standards.

These revisions are necessary because the old professional qualification standards had become out-of-date, did not include many disciplines important in the practice of historic preservation, and provided no guidance on their use and interpretation. This absence of national guidance led to confusion and inconsistency in the application of the Standards by Federal, State, Tribal, and local government agencies and other organizations and individuals. The Standards are designed to be a tool to help recognize the minimum expertise generally necessary for performing

professionally credible historic preservation work.

The Standards are not designed to identify the best or ideal person for any position. The effective application of any of these national Standards will require the development of a detailed job description containing additional information to suit a particular situation and need. These Standards do not apply to "entry-level" applicants or to preeminent professionals in the field. Rather, they outline the minimum education and experience and products that together provide an assurance that the applicant, employee, consultant, or advisor will be able to perform competently on the job and be respected within the larger historic preservation community.

All responses to this notice will be summarized as part of the publication of the official issuance of the "Secretary's Historic Preservation Professional Qualification Standards." All comments will also become a matter of public record.

DATES: Comments on this notice must be received by August 19, 1997 to be assured of consideration.

ADDRESSES: Send comments to: Mr. Joe Wallis, Chief, Branch of State, Tribal, and Local Programs, Heritage Preservation Services, National Center for Cultural Resource Stewardship and Partnership Programs, National Park Service, U.S. Department of the Interior, 1849 C Street, NW., Washington, DC 20240. Comments may be hand-delivered or overnight mailed to 800 North Capitol Street, NW., Suite 200, Washington, DC 20002. Comments may be sent by fax to 202-343-6004 or by E-mail to John_Renaud@nps.gov.

FOR FURTHER INFORMATION CONTACT: Mr. John Renaud, Branch of State, Tribal, and Local Programs, Heritage Preservation Services Division, National Center for Cultural Resource Stewardship and Partnership Programs, National Park Service, 202-343-1055, FAX 202-343-6004, or John_Renaud@nps.gov (E-mail).

SUPPLEMENTARY INFORMATION:

Table of Contents—Applying the Historic Preservation Professional Qualification Standards:

Introduction
 Program Evolution/Current Changes
 Applicability
 How to Use the Historic Preservation Qualification Standards
 Questions and Answers
 Discipline and Historic Preservation Proficiencies
 Recommended Discipline Proficiencies
 Recommended Historic Preservation Proficiencies

Historic Preservation Professional Qualification Standards

Archeology
 (A) Prehistoric Archeology
 (B) Historic Archeology
 Architectural History
 Conservation
 Cultural Anthropology
 Curation
 Engineering
 Folklore
 Historic Architecture
 Historic Landscape Architecture
 Historic Preservation Planning
 Historic Preservation
 History

Sources of Additional Information
Professional Organizations

Introduction

Background

The identification, evaluation, protection, and preservation of America's important historic and cultural properties depends upon the participation of all citizens; however, certain decisions must involve individuals who meet nationally accepted professional standards in order to assure credibility in the practice of historic preservation at the Federal, State, and local levels, as well as in the private sector.

The Secretary of the Interior is responsible for establishing standards for all programs under Departmental authority. In accordance with this responsibility, "the Secretary of the Interior's Professional Qualification Standards" were developed by the National Park Service (NPS) 20 years ago to ensure that a consistent level of expertise would be applied nationally to the identification, evaluation, documentation, registration, treatment, and interpretation of historic and archeological resources.

The National Historic Preservation Act of 1966 (Pub. L. 89-665) gave the Secretary authority to set criteria for State grants, surveys, and plans. The National Park Service administratively required State Historic Preservation Officers (SHPOs) to maintain professionally qualified staff (in 1976), and to appoint qualified individuals as advisors to serve on State Review Boards (in 1977). The professional qualification standards have not changed since then. The 1980 Amendments to the National Historic Preservation Act (Pub. L. 96-515) statutorily affirmed the previous regulatory requirement for professionally qualified staff. Congress also reiterated the regulation's requirement that State Review Boards include a majority of members qualified in one of the professional disciplines which met minimum Professional

Qualification Standards defined in regulation in 36 CFR part 61 (Architecture, Architectural History, Prehistoric Archeology or Historic Archeology, and History). In addition, the 1980 amendments created the Certified Local Government (CLG) program to recognize the role of local governments in the national partnership, and stipulated that the CLG Review Commission membership needed to be adequate and qualified. The Congressional Committee Report for the 1980 amendments (H.R. Rept. 96-1457) called for "professional bodies which can objectively evaluate the historic significance of properties and provide professional advice on historic preservation matters." Finally, States, local governments, Federal agencies, and the private sector often require that proposals from historic preservation contractors or work submitted by them meet these same professional practice Standards.

How To use the Historic preservation professional qualification standards provides background and general information in a question and answer format about the three basic components of each Standard: academic or comparable training; professional experience; and products and activities that demonstrate proficiency in the field of historic preservation.

Discipline and historic preservation proficiencies consists of a series of general proficiencies (knowledge, skills, and abilities) that are needed by historic preservation program applicants, employees, consultants, and advisors. The first set of proficiencies is related to disciplines; the second, to historic preservation.

Following the standard for each discipline is guidance about meeting the standard for that specific discipline, including a list of some of the most common "closely related fields" within academic degree programs; information on documenting professional experience; and a list of typical products and activities that may be used to document acquired proficiencies in the field of historic preservation.

Finally, a list of Professional Organizations is included to assist users in obtaining additional information about the disciplines, college and university departments, and publications on the practice of each discipline.

Program Evolution/Current Changes

In its 1992 amendments to the Act (Pub. L. 102-575), Congress recognized the evolution and growth of the professional practice of historic preservation, and an expanded role for

Indian tribes in implementing the National Historic Preservation Act. Accordingly, the number of disciplines acknowledged as key to the responsible practice of historic preservation has been increased by the Act and therefore by the National Park Service from the five identified almost 20 years earlier to 12, now including Archeology (Prehistoric and Historic), Architectural History, Conservation, Cultural Anthropology, Curation, Engineering, Folklore, Historic Architecture, Historic Landscape Architecture, Historic Preservation, Historic Preservation Planning, and History.

As a result, NPS consulted at length with Federal agencies, SHPOs, CLGs, and professional societies involved in historic preservation about issuing updated and expanded Professional Qualification Standards that recognize the evolution and development of the disciplines in the field.

"The Secretary of the Interior's Historic Preservation Professional Qualification Standards" are designed to be national measures for determining minimum requirements for professionals practicing in the field of historic preservation. The format for the Standards provides a consistent, yet flexible, framework for establishing sound professionalism in the twelve disciplines. There is one Standard for each of the disciplines.

Each Standard defines:

- Academic degrees or comparable training
- Professional experience; and
- Products and activities that demonstrate proficiency in historic preservation.

These Standards do not apply to "entry-level" applicants or to preeminent professionals in the field. Rather, they outline the minimum education and experience and products that together provide an assurance that the applicant, employee, consultant, or advisor will be able to perform competently on the job and be respected within the larger historic preservation community. The effective application of any of these national Standards will require the development of a detailed job description containing additional information to suit a particular situation and need.

Note: In each discipline, the most common method of meeting that Professional Qualifications Standard is discussed first. Less common alternatives follow. Typically, a graduate degree or professional license is listed first.

Applicability

It should be emphasized that the "Historic Preservation Professional

Qualification Standards" that follow are, in most instances, advisory in nature and may thus be used by anyone hiring personnel or consultants or appointing advisory boards or commissions. Because use of the Standards can help ensure appropriate, informed decisions about protecting and preserving our nation's historic and archeological resources, NPS strongly encourages their adoption and implementation.

However, under well-defined circumstances discussed below, "the Secretary's Historic Preservation Professional Qualification Standards" are requirements by statute and regulation. In those instances, a note is added at the end of the required Standard.

First, the National Historic Preservation Act, Section 101, requires that a professionally qualified staff be appointed or employed by State Historic Preservation Offices. Indian tribes that have executed a Memorandum of Agreement with NPS and assumed responsibilities pursuant to Section 101(d) of the Act also must employ or consult with professionally qualified individuals in carrying out those responsibilities. The performance and supervision of Historic Preservation Fund grant-assisted work must be performed and/or supervised by professionally qualified staff and/or contractors. In accordance with 36 CFR part 61 and NPS policy, three of twelve disciplines are required for State program staff and for staff of Tribes with Section 101(d) status: History, Archeology, and Architectural History. States and Tribes with 101(d) status may propose an alternative minimum staff composition for NPS concurrence if their historic resources, needs, or circumstances would be better served or met. States and Tribes with 101(d) status are expected to obtain the services of other qualified professionals as needed for different types of resources.

Second, section 101(b)(1)(B) and section 301(12) of the Act requires that a majority of State Review Board members be professionally qualified. As specified in 36 CFR part 61, this majority must include, but need not be limited, to the required disciplines of History, Archeology, and Architectural History. One person may meet the Standards for more than one required discipline.

Third, section 101(c)(1)(B) and section 301(13) of the Act requires that State programs encourage CLG Review Commissions to include individuals who are professionally qualified, to the extent that such individuals are

available in the community. The State may specify the minimum number of Commission members that must meet the Standards and decide which, if any, of the disciplines listed in the Standards need to be represented on the Commission.

An accompanying guidance section, Applying the Historic Preservation Professional Qualification Standards, has been prepared to assist the consistent application of the "Historic Preservation Professional Qualification Standards" when selecting an employee, consultant, or advisor. As such, the guidance provides additional information and recommendations, but never constitutes a requirement.

How To Use the Historic Preservation Professional Qualification Standards

There are three basic components of each Historic Preservation Professional Qualification Standard: academic degrees or comparable training; professional experience; and products and activities that demonstrate proficiency in the field of historic preservation. A number of commonly asked questions about the design and content of the Standards, as well as their application and implementation, are answered below in order to assist anyone applying for a position or anyone charged with obtaining the services of a professional in the field of historic preservation.

1. *Under what authority are these Standards developed?* "The Secretary of the Interior's Historic Preservation Professional Qualification Standards and Guidance" are part of the larger "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation." The statutory authority for the Secretary's development of these can be found in sections 101(g), 101(h), 101(i), and 101(j)(2)(A) of the National Historic Preservation Act, as amended. These Standards and Guidance (including the Professional Qualification Standards) were published in the **Federal Register** in 1983 as the Secretary's best guidance for historic preservation practice nationally. This remains their preeminent function.

2. *What about the requirements in Section 112 of the National Historic Preservation Act?* Section 112 is not the statutory authority for the "Secretary of the Interior's Historic Preservation Professional Qualification Standards and Guidance" (see the preceding paragraph). Section 112 splits Federal agency requirements for meeting "professional standards" into two parts. Section 112(a)(1)(A) mandates that Federal "actions" meet professional

standards; it is not directed at establishing professional qualification requirements. It is section 112(a)(1)(B) that requires the Federal Office of Personnel Management (OPM) to devise professional qualification requirements for Federal employees and contractors in seven disciplines. OPM is required by statute to consult with the National Park Service (NPS) and others in creating these requirements. When completed, NPS will offer the Professional Qualification Standards and Guidance as its best advice to OPM for their use.

3. *Are the Standards regulatory or are they advisory?* The Standards are not in and of themselves regulatory. A separate regulation or other official action which references or otherwise adopts part or all of them is necessary to give any force to any language in the Standards. In a number of instances, this has occurred. For example, the Standards for Rehabilitation are regulatory in the Federal Preservation Tax Incentives program through 36 CFR part 67. Likewise, the Professional Qualification Standards are regulatory for States, local historic preservation programs, and participating tribes through 36 CFR part 61. The guidance ("Academic Background" and "Documenting Professional Experience") accompanying the Professional Qualification Standards is intended to assist users in the application of the Standards; the guidance is not regulatory.

4. *How were these Standards developed? Who was consulted?* Consultation has been extensive over the four years of this project. The wide range of constituents that use the Standards dictates a broad consultation process, which, not surprisingly, results in widely varying opinions and recommendations. To date, NPS has consulted with: (1) Federal, tribal, State, and local government historic preservation programs as well as related organizations; (2) professional societies and organizations of professional societies; (3) academic programs in historic preservation and organizations of such programs; (4) individuals and companies in the private practice of historic preservation as well as related organizations; and, (5) individuals working in the public sector as well as organizations of such people.

5. *Why did the National Park Service choose the disciplines it did?* These disciplines were selected because each is specifically mentioned in the National Historic Preservation Act. [See sections 112(a)(1)(A), 112(a)(1)(B), 201(a)(9), 301(12)(B), 301(13), and 401(c)(3).]

6. *How are these Standards to be used?* The Standards are designed to be a tool to help recognize the minimum expertise generally necessary for performing professionally credible historic preservation work. The Standards are not designed to identify the best or ideal person for any position or the preeminent practitioners in any discipline, nor are they developed to qualify apprentice or entry level workers. The Standards are designed to describe the typical expertise held by credible mid-level journeymen working in historic preservation.

7. *Do the Standards apply to "entry level" or "technician" level positions?* Although the work of "entry-level" or "technician-level" personnel is critical to the success of historic preservation projects, these professional levels are not addressed in the Secretary's Standards. The Standards apply only to the "journeyman" professional and define the minimum level of expertise necessary to provide reliable technical opinions relating to historic properties (without in-depth oversight or review by another professional in the discipline).

8. *Do Federal agencies have to meet these Professional Qualification Standards?* For Federal employees and Federal contractors, the Historic Preservation Professional Qualification Standards are regulatory only if they are specifically adopted by: (1) The Federal Office of Personnel Management (OPM) pursuant to its responsibility under Section 112(a)(1)(B) of the Act; (2) a Federal agency in its own agency-wide regulations, requirements, or policy; or (3) a Federal agency as part of a program or project agreement with another party.

9. *How are general Standards applied in specific situations?* General standards are intended to define minimum professional qualifications for identifying, evaluating, registering, treating, and interpreting historic properties nationwide; however, the best historic preservation professional for a particular office, program, project, or property depends upon the situation. Different skills and expertise are needed for different geographical areas and resource types. In most cases where the Standards are applied in hiring or contracting, job descriptions and qualifications will have to be tailored to specific situations and locations so that experience and training are relevant to the needs of the resources and the work to be done. Where there is a need for specialized expertise in a project, application of the Standards will necessarily focus upon specialized training and demonstrated experience and products. For example, a person may be highly skilled in restoring a

particular kind of resource (such as covered bridges), but that person would not be an appropriate choice to work on other types of resources.

10. *Do all staff, consultants, and appointed advisors need to meet the Standards?* SHPOs, CLGs, and tribes hire staff, select consultants, and appoint advisors to perform historic preservation work. However, it is NPS policy that historic preservation activity supported by the Historic Preservation Fund must be conducted, supervised, overseen, evaluated, or signed off by someone who meets the appropriate Professional Qualification Standard. Therefore, NPS requires the use of some of these Standards in certain circumstances by State Historic Preservation Offices, State Review Boards, and Certified Local Government Commissions (see 36 CFR part 61). Consequently, in some offices there could be no staff meeting the Professional Qualification Standards as long as there is access somewhere along the line to the appropriate expertise. For offices (e.g., States) required to have professionally qualified staff and Review Board membership, the requirement is usually to have at least one qualified individual in the three specified core disciplines. States and Tribes with 101(d) status are expected to obtain the services of professionals qualified in other disciplines as needed. It is possible that an individual may meet the Professional Qualification Standards for more than one discipline. Other staff members working in the discipline do not have to meet the Standards.

11. *What about professionals who were hired under the old Standards?* For programs administered by the National Park Service, each State staff, State Review Board member and Certified Local Government Commission member approved by the Secretary as meeting the Professional Qualification Standards will retain that status, regardless of any subsequent changes in the Standards, until such time as that individual no longer is employed by the State office, serves on the State Review Board, or serves on the Certified Local Government Commission with which that individual was affiliated as of the date of that individual's approval. Contractors qualified in a specified discipline under the old requirements will be deemed qualified in that discipline by NPS under the new rules as long as the contract, cooperative agreement, or other third-party agreement remains in effect. New contractual agreements would apply the new standards. Other organizations using the Professional Qualification

Standards are encouraged to adopt a similar approach.

12. *Why aren't the Standards for each discipline exactly the same?* Because each discipline is different and makes its own distinct contribution to historic preservation, the Professional Qualification Standards differ somewhat according to discipline. Each set of Standards includes educational and experience equivalencies to assure fairness in hiring practices; thus, a graduate or undergraduate degree, or other certification, registration, or professional license or training is given full consideration, when combined with differing periods of full-time professional experience. Documenting a record of high quality products and activities during past employment is required in every Standard; however, the type of products and activities will necessarily differ within each discipline.

13. *Why does one have to demonstrate proficiency in a specific discipline as well as in historic preservation?* When decision makers lack the expertise required to make informed decisions, historic and cultural resources can be overlooked, mis-identified, mis-evaluated, damaged, or lost. Partial expertise can be just as harmful, whether a person is well-grounded in historic preservation, but lacks professional discipline skills, or, alternatively, is an expert in a professional discipline, but fails to understand its important connection to historic preservation. Involvement of people with expertise in both a professional discipline and historic preservation will greatly improve the reliability of decisions affecting our nation's heritage.

14. *What constitutes full-time professional experience?* Full-time professional experience generally refers to experience received after the degree was awarded or education was completed. Full-time professional experience can be acquired in blocks of time that, together, add up to the number of years called for in the Standard. In some disciplines, a portion of this experience must have been earned under the direct supervision of a recognized professional. It is possible that some education and experience received outside the United States is relevant to the identification, evaluation, documentation, registration, treatment, and interpretation of United States historic and cultural properties.

15. *Does the required experience have to occur subsequent to obtaining the requisite educational or licensing credentials?* Although it is preferable to have the practical experience after obtaining the academic training in a

particular discipline, there is no such national requirement. The hiring, choosing, selecting, or contracting office must determine for itself how much experience, of what sort, and in what sequence, is appropriate for the job or position.

16. *How many and what types of products and activities are routinely used to document the quality of professional experience?* The applicant, employee, consultant, or advisor may cite products such as peer-reviewed articles and publications, audio-visual materials, awards, and National Register documentation. Activities could include teaching the theory or practices of a specific discipline; administrative, project review, or supervisory experience in a historic preservation program or office; and field or laboratory work. In any event, products and activities should demonstrate the appropriate use of the applicable "Secretary of the Interior's Standards for Archeology and Historic Preservation." Examples are provided in the Documenting Professional Experience section of the guidance for Applying the Standard for each discipline.

17. *In determining academic qualifications, what is a "closely related field of study?"* To provide flexibility in determining academic credentials, the Standards recognize that a graduate or undergraduate degree may have been attained in either the identified discipline or in a related discipline. Thus a candidate for the position of Architectural Historian may have an undergraduate degree in a closely related field of study, such as Art History or Historic Preservation.

Merely having a degree in a closely related field does not automatically meet the Standard. The course work taken to earn a degree in a related field should be weighed against the course requirements in the Standard's "main" discipline. For example, a degree in Art History does not necessarily, on its own, meet the Standard for Architectural History, unless course work relevant to the Standard can be documented, such as American architectural history. (See the Academic Background guidance given after each Standard, which discusses the typical closely related fields of study for each historic preservation discipline.)

18. *How much and what kind of course work in a "closely related field" is required to meet the Professional Qualifications Standards?* There is no set amount of credit hours. The office hiring or selecting must make a determination that the person with course work in a closely related field has enough relevant education to be

equivalent to that necessary for the standard degree in that discipline, and to enable that person to make judgments about the identification, evaluation, documentation, registration, or treatment of historic or archeological properties in the United States and its Territories.

19. When is "exceptional experience" a factor? In general, an applicant, employee, consultant, contractor, or advisor who does not possess a combination of education or training, experience, and products would not meet the Standards. However, in some cases, a person's experience and contributions have been so exceptional that he or she demonstrates the level of expertise that meets the Standards. In particular, this may apply in those situations where persons embarked upon their careers before recognized academic programs were established, and their education or training was thus attained in alternative ways. In such instances, exceptional experience would be substituted for an academic degree or other training. It is up to the organization with administrative oversight responsibility for the program or project to determine whether the individual meets the Standards. For example, in a program under the purview of 36 CFR part 61, the State Historic Preservation Office would request an exception from the National Park Service for the person under consideration for a "professional" position on the State staff or Review Board. Otherwise, the organization doing the hiring or selecting of personnel would determine whether the individual meets the Standards.

Discipline and Historic Preservation Proficiencies

The Historic Preservation Professional Qualification Standards call for an understanding of the general principles, procedures, and practices in the discipline as they are applied to historic preservation. This type of expertise is necessary for historic preservation programs in which the employee, consultant, or advisor is expected to deal with a range of historic resources and issues. Proficiencies in the disciplines and in the practice of historic preservation are outlined below.

Recommended Discipline Proficiencies

The following discipline proficiencies (knowledge, skills, and abilities) should be possessed by applicants, employees, consultants, and advisors:

- Knowledge of the history of the discipline.

- Knowledge of current theories, principles, practices, methods, and techniques of the discipline.
- Familiarity with diverse specializations within the discipline.
- Skills in applying the discipline's techniques of practice, including critical analysis skills.
- Understanding of the discipline's relationships with other disciplines and the ability to design and carry out interdisciplinary projects.
- Understanding of complex research questions.
- Ability to place a specific project in a broader context.
- Knowledge of current scholarly research and its applicability to a given issue.
- Familiarity with the process of rigorous professional peer review that occurs before work is published.

Recommended Historic Preservation Proficiencies

The following historic preservation proficiencies (knowledge, skills, and abilities) should be possessed by applicants, employees, consultants, and advisors:

- Familiarity with the origins and development of the historic preservation movement.
- Knowledge of the field of historic preservation as it is practiced in the United States, including its philosophies, theories, practices, laws, regulations, policies, and standards, and relationship to the discipline as a whole.
- Ability to apply Federal and relevant State and local historic preservation laws, regulations, policies, and standards in the public and private sectors, including Federal, State, and local government agencies, and private organizations.
- Ability to apply the appropriate set(s) of the "Secretary of the Interior's Standards for Archeology and Historic Preservation," and/or the National Register of Historic Places criteria.

In consideration of the foregoing, the "Secretary of the Interior's Professional Qualification Standards" are proposed to read as follows:

Historic Preservation Professional Qualification Standards

Archeology
(A) Prehistoric Archeology
(B) Historic Archeology
Architectural History
Conservation
Cultural Anthropology
Curation
Engineering
Folklore
Historic Architecture
Historic Landscape Architecture

Historic Preservation Planning
Historic Preservation
History

Archeology; Historic Preservation Professional Qualification Standards

Archeology is the study of past human lifeways through the systematic observation, analysis, and protection of the material remains of human activities.

Standard for Archeologist

(A) Prehistoric

The applicant, employee, consultant, or advisor will have a graduate degree in Anthropology with a specialization in Prehistoric Archeology, or a graduate degree in Archeology with a specialization in Prehistoric Archeology, or a graduate degree in a closely related field (see Academic Background for Archeology), PLUS a minimum of two and one-half (2½) years of full-time professional experience in applying the theories, methods, and practices of Archeology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of prehistoric archeological properties in the United States and its Territories (at least six months of experience must have been acquired in the performance of field and analytical activities under the supervision of a professional prehistoric archeologist, and one year of experience in the study of the archeological resources of the prehistoric period must have been at a supervisory level); and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Archeologists).

(B) Historical

The applicant, employee, consultant, or advisor will have a graduate degree in Anthropology with a specialization in Historical Archeology, or a graduate degree in Archeology with a specialization in Historical Archeology, or a graduate degree in a closely related field (see Academic Background for Archeology), plus a minimum of two and one-half (2½) years of full-time professional experience applying the theories, methods, and practices of Archeology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic archeological properties in the United States and its Territories (at least six months of experience must have been acquired in

the performance of field and analytical activities under the supervision of a professional Historical Archeologist, and one year of experience in the study of the archeological resources of the historic period must have been at a supervisory level); and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Archeologists).

(Note: Pursuant to 36 CFR part 61, a person meeting this Standard (either Prehistoric or Historic Archeology) is required as part of the core staff for each State Historic Preservation Office (SHPO) and as part of each State Review Board. Expertise described by this standard is also needed for Tribal Preservation Office staff or consultants of tribes that have executed a Memorandum of Agreement to implement Section 101(d) of the National Historic Preservation Act. It also may be needed for consultants hired with HPF grant funds and for members of Certified Local Government Commissions.)

Archeology—Academic Background

Closely related fields: Anthropology, with a specialization in Archeology, is the typical degree discipline for archeologists practicing in the United States. One of the usual requirements for receiving the degree is completion of an archeological field school in which the student learns about techniques of survey, excavation, and laboratory processing. However, degree programs have also been established in Archeology, Cultural Resources Management, Historical Archeology, and Public Archeology. Some Historical Archeology programs are housed in History, Public History, or American Studies Departments. For these degrees, a list of courses taken should be reviewed to determine if the program is equivalent to that typically provided for a degree in Anthropology with a specialization in Archeology, including course work in archeological methods and theory, archeology of a geographic region (e.g., North America), and the field school.

Discipline specializations: The most prevalent specializations in Archeology include Historical Archeology or Prehistoric Archeology, i.e., the specialization in resources of either the prehistoric period or the historic period. These specializations necessarily require expertise in different types of sites and different sources of information about past human activities. For example, a prehistoric archeologist usually requires a knowledge of environmental sciences, while a historical archeologist needs to understand the techniques of archival

research. Additional specialized training and experience is also required for those specializing in, for example, underwater archeology, physical anthropology (human bones and burials), forensic archeology, or zooarcheology (non-human bones). In addition, archeologists typically specialize in the archeological resources of a particular time period, geographic region, resource type, or research subject.

Applying the Standard for Archeologist—Documenting Professional Experience

A professional archeologist typically has experience in field survey, site testing, site excavation, artifact identification and analysis, documents research, and report preparation. Supervised field experience as a graduate student may be counted as part of the overall 2½ year professional experience requirement.

A Prehistoric Archeologist meeting this Standard would document one year of supervisory experience in the study of prehistoric archeological sites; a Historical Archeologist would document one year of supervisory experience in the study of sites of the historic period.

The two archeologist specializations of Prehistoric Archeology and Historic Archeology are not interchangeable. Documentation to show that someone qualifies in both Prehistoric and Historic Archeology should include a minimum of one additional year of supervisory experience on resources of the other specialty, for a total of 3½ years of experience, with products and activities in both specializations.

Products and Activities.

Professional experience and expertise must be documented through “products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.” Products and activities that meet the appropriate Secretary Standards for Archeology and Historic Preservation may include:

- Survey and excavation reports of cultural resource management or Section 106 (or other compliance) projects. These reports are typically called “grey literature;” they often have multiple authors and are usually produced in limited quantities by consulting firms.
- National Register documentation resulting in property listings or Determinations of Eligibility.
- Materials such as presentations, booklets, brochures, lesson plans, or

videos that interpret the results of archeological investigation for the general public.

- Publications including articles in professional journals, monographs, books, or chapters in edited books, related to the preservation of historic or archeological properties.
- Presentations at regional, national, or international professional conferences related to the preservation of historic or archeological properties.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with the preservation of historic or archeological properties.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it is not expected that all of these products and activities will need to be documented in order to meet the Standard; rather, a combination of several of these products and activities would be more typical. However, if the applicant were documenting professional experience in one of the specializations, the majority of products and activities should reflect that specialization.

Architectural History; Historic Preservation Professional Qualification Standards

Architectural History is the study of the development of building practices through written records and design and the examination of structures, sites, and objects in order to determine their relationship to preceding, contemporary, and subsequent architecture and events.

Standard for Architectural Historian

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Architectural History or a closely related field of study (see Academic Background for Architectural History), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Architectural History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Architectural Historians); or * * *

(b) An undergraduate degree in Architectural History or a closely

related field of study (see Academic Background for Architectural History), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Architectural History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historians).

(Note: Pursuant to 36 CFR part 61, a person meeting this Standard is required as part of the core staff for each State Historic Preservation Office (SHPO) and as part of each State Review Board. Expertise described by this standard is also needed for Tribal Preservation Office staff or consultants of tribes that have executed a Memorandum of Agreement to implement Section 101(d) of the National Historic Preservation Act. It also may be needed for consultants hired with HPF grant funds and for members of Certified Local Government Commissions.)

Architectural History—Academic Background

Closely related fields: Professional Architectural Historians typically receive their formal training through Architectural History, Art History, or Historic Preservation programs, which include course work in American Architectural History. Other fields of study may offer relevant training, provided that course work in American Architectural History is taken. These other fields may include American Studies, American Civilization, Architecture, Landscape Architecture, Urban and Regional Planning, American History, Historic Preservation, and Public History.

Discipline specializations: Architectural Historians tend to be generalists, although specializations within Architectural History are typically based on time periods (such as 18th century), on a particular architectural style (such as Georgian or vernacular), or a combination of these (such as plantation architecture in the antebellum South).

Applying the Standard for Architectural Historian—Documenting Professional Experience

Products and Activities

Professional experience and expertise must be documented through “products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the

practice of historic preservation.” A professional Architectural Historian typically has expertise in research, survey, documentation, and evaluation, of architectural resources, including buildings, structures, objects, and districts. Documentation of such experience is desirable. Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Survey reports assessing the significance of historic properties.
- Historic structure reports.
- National Register documentation resulting in property listings or Determinations of Eligibility.
- Documentation that meets HABS/HAER standards for recording historic properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to the preservation of historic structures.
- Presentations at regional, national, or international professional conferences related to the preservation of historic structures.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with the preservation of historic structures.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Conservation; Historic Preservation Professional Qualification Standards

Conservation is the practice of prolonging the physical and aesthetic life of prehistoric and historic material culture through documentation, preventive care, treatment, and research.

Standard for Conservator

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Conservation or a graduate degree in a closely related field of study with a certificate in Conservation (see Academic Background for Conservation), plus a minimum of three (3) years of full-time professional experience applying the

theories, methods, and practices of Conservation that enables professional judgments to be made about the identification, evaluation, documentation or treatment of objects associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Conservators); or * * *

(b) An undergraduate degree in Art History, or Natural or Physical Science, or another closely related field to Conservation (see Academic Background for Conservation), with an additional (3) years of full-time enrollment in an apprenticeship program equivalent to graduate studies in Conservation and supervised by a professional Conservator; plus a minimum of three (3) years full-time professional experience applying the theories, methods, and practices of Conservation that enables professional judgments to be made about the identification, evaluation, documentation, or treatment of objects associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Conservators).

Conservation—Academic Background

Closely related fields: Since Conservators tend to specialize in a particular class of objects, closely related fields will be diverse, and could include Art, Art Conservation, Art History, Architecture, Historic Preservation, Museum Studies, Chemistry, Physics, Engineering (or a related scientific field), Archeology, Anthropology, or other fields related to the conservation specialization. If a closely related field is being claimed, the degree in the closely related field should be accompanied by a certificate in Conservation, or the completion of course work equivalent to that typically offered in graduate Conservation programs. This course work should include examination, documentation, and treatment of objects; history and technology of objects; and conservation science. In addition, such a program should include the completion of a two-semester internship.

Discipline specializations: Professional conservators specialize in the treatment and maintenance of a

specific class of objects or materials, such as archeological artifacts, architectural elements or fragments, or collections, books, ceramics, glass, decorative arts, ethnographic objects, furniture, metals, paintings, paper, photographs, sculpture, and textiles. Some conservators have studied more than one specialty, and have accumulated experience which allows them to practice in several of these specialties (although they are often closely related, such as books, drawings, prints or paper; decorative arts and furniture; sculpture and archeological artifacts). In these cases, the time period that distinguishes the materials is often the specialty. Each of these specialties requires focused training and experience, since each represents unique problems which are not always necessarily shared with other materials or time periods. Hence, a professional conservator should be able to perform according to professional standards of practice within the claimed area of specialty and should be both capable and willing to recognize his or her limitations. The professional conservator, moreover, should be generally knowledgeable about the issues of other specialties and the benefit of effective communication among the specialties. A broad understanding of the general principles of the conservation discipline is paramount as well, particularly in the area of technological and philosophical concerns that govern the ethics of the profession.

A note on Conservation education: Many professional Conservators received their training by serving apprenticeships with professional Conservators. For some time, however, graduate conservation programs have been established in academic institutions; these require an internship in recognition of the critical importance of hands-on training and experience in preparing students for professional practice.

Applying the Standard for Conservator—Documenting Professional Experience

A professional Conservator typically possesses specialized technical skills and has experience in the examination, analysis, documentation, treatment, and preventive care of a specific class, or classes, of objects.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the

practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- A portfolio of current and past conservation work, including written and photographic documentation.
- Reports of examination, condition, or treatment of objects.
- Publications, which might include articles in professional journals, monographs, books, or chapters in edited books, related to the care and treatment of objects.
- Presentations at regional, national, or international professional conferences, workshops or other educational venues related to the care and treatment of objects.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with the conservation of objects.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Cultural Anthropology: Historic Preservation Professional Qualification Standards

Cultural anthropology is the description and analysis of cultural systems, which include systems of behaviors (economic, religious, social), values, ideologies, and social arrangements.

Standard for Cultural Anthropologist

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Anthropology with a specialization in Applied Cultural Anthropology, or a closely related field (see Academic Background for Cultural Anthropology), plus a minimum of two (2) years of full-time professional experience (including at least six months of field work supervised by a professional Cultural Anthropologist) applying the theories, methods, and practices of Cultural Anthropology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic, prehistoric, or

traditional cultural properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Cultural Anthropologists); or * * *

(b) An undergraduate degree in Anthropology or a closely related field (see Academic Background for Cultural Anthropology), with a specialization in Applied Cultural Anthropology, plus a minimum of four (4) years of full-time professional experience (including at least twelve months of field work supervised by a professional Cultural Anthropologist) applying the theories, methods, and practices of Cultural Anthropology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic, prehistoric, or traditional cultural properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (See Documenting Professional Experience for Cultural Anthropologists).

Cultural Anthropology—Academic Background

Closely related fields: A degree in Anthropology with a specialization in Applied Cultural Anthropology is the typical degree discipline for Cultural Anthropologists practicing in the United States. Closely related fields of study may include Sociology, Cultural Geography, Folklife, History, and American Studies.

Discipline specializations: Specializations in this discipline include Applied Cultural Anthropology, and Social Anthropology (which may be considered the most closely related to Cultural Anthropology; some academic programs even combine them, referring to Sociocultural Anthropology). Departments of Anthropology typically provide training in Archeology, Physical Anthropology, Ethnography, and Sociocultural Anthropology, and they may offer Applied Anthropology concentrations in one or more of these fields. Professional Cultural Anthropologists tend to specialize geographically (such as in the Southwest United States, Micronesia or New England) or topically (such as Medical Anthropology or Urban Anthropology), or in working with particular cultural or linguistic groups (such as fishermen, Irish immigrants, or Northwest Coast Indians).

Applying the Standard for Cultural Anthropologist—Documenting Professional Experience

A professional Cultural Anthropologist typically has experience in the use of ethnohistoric and ethnographic techniques, including participant observation field work among one or more contemporary ethnic groups. The typical Cultural Anthropologist would also have performed field survey to identify and assess ethnographic resources, which can include, in addition to historic and cultural places of value, environmental features and places that have symbolic and other cultural value for Native American and/or other ethnic communities. A Cultural Anthropologist engaged in substantial ethnographic field work should demonstrate professional experience in the relevant geographic area and/or among the New World peoples, immigrant, ethnic, or minority communities with whom they will work.

Products and Activities

Professional experience and expertise must be documented through “products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.” Products and activities that meet the appropriate Secretary’s Standards for Archeology and Historic Preservation may include:

- Ethnographic field studies and survey reports, oral histories, or social impact assessments.
- National Register documentation of ethnographic resources or traditional cultural properties resulting in property listings or Determinations of Eligibility.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to the documentation and preservation of historic and archeological resources, and/or traditional cultural properties.
- Presentations at regional, national, or international professional conferences, symposia, workshops or exhibits related to the documentation and preservation of historic and archeological resources, and/or traditional cultural properties.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with the documentation and preservation of historic and archeological resources.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Curation; Historic Preservation Professional Qualification Standards

Curation is the practice of documenting, managing, preserving, and interpreting museum collections according to professional museum and archival practices.

Standard for Curator

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Museum Studies or a closely related field of study (see Academic Background for Curation), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Curation that enables professional judgments to be made about the identification, evaluation, documentation, preventive care, or interpretation of collections associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Curators); or * * *

(b) An undergraduate degree in Museum Studies or a closely related field of study (see Academic Background for Curation), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Curation that enables professional judgments to be made about the identification, evaluation, documentation, preventive care, or interpretation of collections associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Curator).

Curation—Academic Background

Closely related fields: A degree program called Museum Studies in one academic institution might be called

Museum Science or Museology in another institution. Since Curators often specialize in particular disciplines, those fields of study would be relevant provided that theoretical as well as hands-on training was also obtained in museum methods and techniques, including collections care and management. Examples of relevant fields could include American Studies, Anthropology, Archeology, Art History, Archival or Library Science, History, Biology, Botany, Chemistry, Physics, Engineering, Geology, Zoology, and other similar fields of study, depending upon the nature of the collections to be curated.

Discipline specializations:

Professional Curators tend to be specialists in a particular academic discipline relevant to the collections held by their institution or museum, which could include, for example, 19th-century Hudson Valley School paintings, Southwest Pueblo pottery, Civil War military uniforms, site-specific archeological materials, or natural history specimens.

Applying the Standard for Curator—Documenting Professional Experience

A professional Curator typically has experience in managing and preserving a collection according to professional museum and archival practices. Cultural training should involve experience with the chemical and physical properties of material culture, as well as practical and legal aspects of health and safety, an understanding of climate control systems, security, and conservation methods. The Curator is directly responsible for the care and academic interpretation of all objects, materials, and specimens belonging to or lent to the museum; recommendations for acquisition, de-accession, attribution and authentication; and research on the collections and the publication of the results of that research. The Curator also may have administrative and/or exhibition responsibilities.

Products and Activities

Professional experience and expertise must be documented through “products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.” Products and activities that meet the appropriate Secretary’s Standards for Archeology and Historic Preservation may include:

- Exhibit catalogs and other scholarly reports.
- Field or laboratory work that demonstrates ability to conserve, document, or interpret archeological,

archival, or material culture objects or collections.

- Plans or finding aids for the preservation or documentation of museum collections.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to the care and treatment of archeological, archival, or material culture objects or collections.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits related to the care and treatment of archeological, archival, or material cultural objects or collections.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with the care and treatment of archeological, archival, or material culture objects or collections.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Engineering; Historic Preservation Professional Qualification Standards

Engineering is the practice of applying scientific principles to the research, planning, design, and management of structures and machines such as roads, bridges, canals, dams, docks, locomotives, and buildings, including their structural, electrical, or mechanical systems. Historic Engineering involves specialized training in engineering principles, theories, concepts, methods, and technologies of the past, and appropriate methods of interpreting and preserving historic engineered structures or machinery.

Standard for Engineer

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized license to practice civil or structural engineering, plus, a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of engineering that enables professional judgments to be made about the documentation or treatment of historic

structures and machines in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Engineers); or * * *

(b) A Masters of Civil Engineering degree with demonstrable course work in Historic Preservation, for historic structures rehabilitation, plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Engineering that enables professional judgments to be made about the documentation or treatment of historic structures and machines in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Engineers); or * * *

(c) A Bachelors of Civil Engineering degree with at least one year of graduate study in History of Technology, Historic Preservation, Engineering History, or a closely related field (see Academic Background for Engineers), plus a minimum of two (2) years of full-time professional experience applying the theories, methods and practices of Engineering that enables professional judgments to be made about the documentation or treatment of historic structures and machines in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Engineers).

(Note: Only persons who are licensed to practice Engineering in that State may prepare and seal plans and specifications in order to obtain construction permits, authorize payments to contractors, and certify that the work is complete. However, State staff, State Review Board members, and CLG staff or Commission members who are not licensed, but who meet the Standard for Engineer under (b) or (c) above, can review proposed and completed work for compliance with the applicable Secretary's Standards for Tax Act, HPF Grant, or other related programs.)

Engineering—Academic Background

Closely related fields: The Bachelor of Civil Engineering degree is a five-year degree that is unlikely to include historic preservation course work. The same is true of a Masters of Civil Engineering degree. An Engineer with an Engineering degree is well grounded in all aspects of engineering practice,

including design, planning, construction specifications, and contract administration. Although this background is essential, additional training is needed in order to understand and work with historic structures, sites, and machines, with their complex material evolution and treatment problems. Specialized training, to supplement that provided by the professional Engineering program, should be acquired in such areas as American Architectural and Engineering History, History of Technology, Architectural Preservation, Conservation, Historic Construction Technologies, Historic Building Materials, Historical Archeology, and Historic Preservation.

Discipline specializations: Civil Engineering, Electrical Engineering, Mechanical Engineering, and Structural Engineering are typical specializations within the broader discipline of Engineering. The two specializations most often used in historic preservation projects are Civil and Structural Engineering. Occasionally, there may be the need for a Mechanical Engineer to address issues concerning historic machinery such as locomotives, steam engines, water turbines, electric generators, and similar machines and equipment, or particularly complex mechanical systems in a historic structure.

Applying the Standard for Engineer—Documenting Professional Experience

To be licensed by a State Government as a professional Engineer, an individual must pass a written exam and successfully fulfill education, training, and experience requirements. In addition, a professional Historical Engineer has both theoretical knowledge and technical skill associated with preserving historic structures and machines, and with the application of Engineering theories, methods, and practices that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures and machines in the United States and its Territories. A professional Historical Engineer typically has gained experience on structural preservation projects, which have included research and detailed investigations of historic structures or mechanical artifacts and preparation of recommendations for the treatment of such properties in order to preserve them in accordance with the appropriate Secretary's Standards for Archeology and Historic Preservation (particularly the Secretary's Standards for the Treatment of Historic Properties).

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the Secretary Standards for Archeology and Historic Preservation may include:

- Plans and Specifications for the preservation, rehabilitation, or restoration of historic structures, such as bridges, dams, canal locks, and for the structural rehabilitation or seismic stabilization of buildings.
- Adaptive reuse or feasibility studies that make recommendations for preserving or structurally stabilizing historic structures, including bridges.
- Historic Structure Reports or Condition Assessments of historic structures or machines.
- Documentation that meets HABS/HAER standards for recording historic structures or machines.
- Experience applying the Secretary of the Interior's Standards for the Treatment of Historic Properties to the review of work on historic structures, sites or machines.
- Awards for historic structure preservation, rehabilitation, or restoration received from local, regional, national, or international professional organizations.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books about the preservation of historic structures or machines.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits about the preservation of historic structures or machines.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with the preservation of historic structures or machines.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical.

Folklore; Historic Preservation Professional Qualification Standards

Folklore is the study and documentation of traditional, expressive culture shared within various ethnic, familial, occupational, religious, and regional groups.

Standard for Folklorist

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Folklore, Folklife Studies, Anthropology or a closely related field of study (see Academic Experience for Folklore), with a specialization in Folklore or Folklife Studies, plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Folklore that enables professional judgments to be made about the identification, evaluation, or documentation of folk cultures or lifeways associated with historic or prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Folklorists); or * * *

(b) An undergraduate degree in Anthropology or a closely related field of study (see Academic Experience for Folklore), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Folklore that enables professional judgments to be made about the identification, evaluation, or documentation of folk cultures or lifeways associated with historic or prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation. (see Documenting Professional Experience for Folklorists).

Folklore—Academic Background

Closely related fields: Typically, a professional Folklorist has a graduate degree in Folklore or Folklife Studies, or from highly specialized study within other disciplines such as Anthropology, English, Linguistics, or Sociology, provided that such study included training in theory, research and fieldwork techniques, and in the diverse categories of expressive culture.

Discipline specializations: A graduate degree in Anthropology may be combined with a specialization in Folklore and Folklife Studies. Other specializations may include: English, Cultural Anthropology, Ethnohistory, Ethnobotany, Ethnozoology, Ethnoarchaeology, Cultural Geography, Sociology, and Oral History.

A professional Folklore specialist, or Folklorist, may specialize in any of the categories of traditional expressive culture, such as music

(ethnomusicology), spoken word traditions, material culture, customs, or religious and belief systems; or specialization may focus on the study of a particular contemporary group (such as the Pennsylvania Amish) or region of the United States (such as Appalachia).

Applying the Standard for Folklorist—Documenting Professional Experience

A professional Folklorist typically demonstrates professional knowledge and skills in established methods and techniques of folklore and folklife research in the collection, evaluation, documentation, analysis, and/or presentation of grassroots and traditional cultural expression, including folk music, spoken word, dance, craftsmanship and artistic traditions, folkways, customs, belief systems, traditional foodways, and regional and/or occupational groups and communities. Experience would typically include fieldwork, with on-site interviews, observation, and documentation of contemporary human cultural activities.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Field studies and survey reports, oral histories, or assessments of the significance of historic properties.
- Publications, which might include articles in regional, national, or international professional journals; monographs, books, or chapters in edited books, related to assessing the significance of historic or traditional cultural properties.
- Presentations at regional, national, or international professional conferences, symposia, workshops, exhibitions, or other educational venues related to analyzing cultural traditions in evaluating the significance of historic or traditional cultural properties.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with documenting and analyzing cultural traditions.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet

the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Historic Architecture; Historic Preservation Professional Qualification Standards

Historic Architecture is the practice of applying artistic and scientific principles to the research, planning, design, and management of the built environment with specialized training in the principles, theories, concepts, methods, and techniques of preserving historic buildings and structures.

Standard for Historical Architect

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized license to practice Architecture, plus, a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historical Architects); or * * *

(b) A Masters of Architecture degree with demonstrable course work in Architectural Preservation, Architectural History, Historic Preservation, Historic Preservation Planning, or a closely related field (see Academic Background for Historic Architecture), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historical Architects); or * * *

(c) A Bachelors of Architecture degree with at least one year of graduate study in Architectural Preservation, Architectural History, Historic Preservation, Historic Preservation Planning, or a closely related field (see Academic Experience for Historic

Architecture), plus a minimum of two (2) years of full-time professional experience applying the theories, methods and practices of Historic Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historical Architects).

(Note: Only persons who are licensed to practice Architecture in that State may prepare and seal plans and specifications in order to obtain construction permits, authorize payments to contractors, and certify that the work is completed. However, State staff, State Review Board members, and CLG staff or Commission members who are not licensed, but who meet the Standard for Historical Architect under (b) or (c) above, can review proposed and completed work for compliance with the applicable Secretary's Standards for Tax Act, HPF Grant, or other related programs.)

Historic Architecture—Academic Background

Closely related fields: The Bachelor of Architecture degree is a five-year degree that does not always include historic preservation course work. The same may be true of a Masters of Architecture degree. An Historical Architect is first an Architect and, as such, is well grounded in all aspects of architectural practice, including architectural design, planning, construction specifications, and contract administration. Although this background is essential, additional training is needed in order to understand and work with historic structures, with their complex material evolution and treatment problems. Specialized training, to supplement that provided by the professional Architecture program, should be acquired in such areas as American Architectural History, Architectural Preservation, Conservation, Historic Construction Technologies, Historic Building Materials, and Historic Preservation.

Discipline specialization: Historic Architecture is a specialization within the broader discipline of Architecture.

Applying the Standard for Historical Architect—Documenting Professional Experience

To be licensed by a State Government as a professional Architect, an individual must pass a written exam and successfully fulfill education, training, and experience requirements. In addition, a professional Historical

Architect has both theoretical knowledge and technical skill associated with preserving historic structures, and with the application of Architecture theories, methods, and practices that enables professional judgments to be made about the evaluation, documentation, or treatment of historic properties in the United States and its Territories. A professional Historical Architect typically has gained experience on structural preservation projects, which have included research and detailed investigations of historic structures and preparation of recommendations for the treatment of properties in order to preserve them in accordance with the appropriate Secretary's Standards for Archeology and Historic Preservation (particularly the Secretary's Standards for the Treatment of Historic Properties).

Products and activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the Secretary Standards for Archeology and Historic Preservation may include:

- Plans and Specifications for the preservation, rehabilitation, or restoration of historic structures.
- Adaptive reuse or feasibility studies that make recommendations for preserving historic structures.
- Historic Structure Reports or Condition Assessments of historic structures.
- Documentation that meets HABS/HAER standards for recording historic structures.
- Experience applying the Secretary of the Interior's Standards for the Treatment of Historic Properties to the review of work on historic structures.
- Awards for historic structure preservation, rehabilitation, or restoration received from local, regional, national, or international professional organizations.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books about the preservation of historic structures.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits about the preservation of historic structures.
- Professional service on boards or committees or regional, national, or international professional organizations

concerned with the preservation of historic structures.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical.

**Historic Landscape Architecture;
Historic Preservation Professional
Qualification Standards**

Historic Landscape Architecture is the practice of applying artistic and scientific principles to the research, planning, design, and management of both natural and built environments with specialized training in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes.

Standard for Historical Landscape Architect

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized license to practice Landscape Architecture, plus, a minimum of two (2) years full-time professional experience applying the theories, methods, and practices of Landscape Architecture that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Landscape Architects); or * * *

(b) A Masters degree in Landscape Architecture with demonstrable course work in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes, plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Landscape Architecture that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Landscape Architects); or * * *

(c) A four-year or five-year Bachelors degree in Landscape Architecture, plus a minimum of three (3) years of full-

time professional experience applying the theories, methods, and practices of Landscape Architecture that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Landscape Architects).

(Note: Only persons who are licensed to practice Landscape Architecture in that State may prepare and seal plans and specifications in order to obtain construction permits, authorize payments to contractors, and certify that the work is completed. However, State staff, State Review Board members, and CLG staff or commission members who are not licensed, but who meet the Standard for Historical Landscape Architect under (b) or (c) above, can review proposed and completed work for compliance with the applicable Secretary's Standards for Tax Act, HPF Grant, Grant, or other related programs.)

*Historic Landscape Architecture—
Academic Background*

Closely related fields: Landscape Architecture is the typical professional Bachelors degree, which is awarded after successful completion of a four-year or five-year undergraduate program. However, the Bachelors or Masters in Landscape Architecture may not always include historic preservation course work. While the standard Landscape Architecture degree program addresses all general aspects of landscape architectural practice (including design, planning, construction specifications, and professional practice), additional training is needed for Historical Landscape Architects. They may need training in landscape research, documentation, analysis, evaluation, and treatment techniques. This additional training is achieved through additional course work and/or professional experience.

Graduate study: The Masters in Landscape Architecture degree is the typical graduate degree, which is awarded after successful completion of a two-year or three-year graduate program. This degree should include studies in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes. Course work may include cultural geography; landscape history; archival research techniques; historic preservation theory, principles, and practice; and preservation technologies.

Discipline specialization: Historic Landscape Architecture is a specialization within the broader field of Landscape Architecture. Historical Landscape Architects should have completed training in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes. Cultural landscape preservation focuses on preserving a landscape's physical attributes, biotic systems, and use (especially when that use contributes to its historical significance). Graduate study and/or professional experience provides the specialized training needed by the Historical Landscape Architect.

*Applying the Standard for Historical
Landscape Architect—Documenting
Professional Experience*

To be licensed by a State Government as a professional Landscape Architect, an individual typically must pass a written exam and successfully fulfill education, training, and experience requirements. In addition, an Historical Landscape Architect must have two years of experience in the application of Landscape Architecture theories, methods, and practices to the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories. A professional Historical Landscape Architect has both theoretical knowledge and technical skill associated with the preservation of cultural landscapes in accordance with the Secretary's Standards for Archeology and Historic Preservation. Cultural landscapes include historic sites, historic designed landscapes, historic vernacular landscapes, and ethnographic landscapes.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Surveys and inventories of cultural landscapes.
- Documentation of cultural landscapes that meets the Secretary's Standards for Documentation.
- National Register nominations or Determinations of Eligibility for cultural landscapes.
- Cultural Landscape treatment and maintenance plans.
- Cultural Landscape Reports.

- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books about cultural landscape preservation.

- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits about cultural landscape preservation.

- Professional service on boards or committees or regional, national, or international professional organizations concerned with cultural landscape preservation.

- Awards, research grants, research fellowships, or invitations to teaching posts associated with cultural landscape preservation.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical.

Historic Preservation Planning; Historic Preservation Professional Qualification Standards

Historic Preservation Planning, a specialization within Planning, is the practice of identifying and carrying out particular goals and strategies to protect historic and archeological resources at the local, regional, State, or national level.

Standard for Historic Preservation Planner

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized certification or license in Land-use Planning, plus, minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservation Planner); or * * *.

(b) A graduate degree in Planning with demonstrable course work in Historic Preservation, or a graduate degree in a closely related field of study with demonstrable course work in Historic Preservation (see Academic Background for Historic Preservation

Planning), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservation Planner); or * * *.

(c) An undergraduate degree in Planning with demonstrable course work in Historic Preservation or an undergraduate degree in a closely related field of study with demonstrable course work in Historic Preservation (see Academic Background for Historic Preservation Planning), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservation Planner).

Historic Preservation Planning—Academic Background

Closely related fields: Professional Historic Preservation Planners typically receive their education through academic Planning programs, although increasingly Historic Preservation programs are offering Historic Preservation Planning as a concentration in which degrees are awarded. Other fields that may be closely related, provided that training relevant to Historic Preservation Planning is obtained, include Historical or Cultural Geography, Architecture, Urban Design, and Historic Preservation.

Discipline specializations: Historic Preservation Planning is a specialization within the broader discipline of Planning. Other specializations include Urban, City, Town, or Community Planning; Regional Planning; Land Use Planning; Environmental Planning; Recreation Planning; Transportation Planning; and Housing Planning.

Applying the Standard for Historic Preservation Planner—Documenting Professional Experience

In order to receive a license or be registered or certified as a professional Planner, an individual typically must pass a written exam and have completed a specified number of years of experience. A professional Historic Preservation Planner typically has gained experience in data collection and analysis; survey and evaluation of existing conditions; consultation with elected and appointed officials and the general public; identification of alternative strategies; enforcement or administration of relevant statutes and regulations; and the preparation of planning documents.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Preservation plans adopted by government officials; and/or results of preservation planning studies incorporated into the local comprehensive or master plan.

- Ordinances for the protection of historic and/or archeological resources.

- Economic Feasibility Studies that make recommendations for preserving historic or archeological properties.

- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to preservation planning.

- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits related to preservation planning.

- Professional service on boards of committees or regional, national, or international professional organizations concerned with preservation planning.

- Planning awards received from local, regional, national, or international professional organizations.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the

majority of products and activities would naturally reflect that specialization.

Historic Preservation; Historic Preservation Professional Qualification Standards

Historic Preservation is the application of strategies that promote the identification, evaluation, documentation, registration, protection, treatment, continued use, and interpretation of prehistoric and historic resources.

Standard for Historic Preservationist

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Historic Preservation or a closely related field of study (see Academic Background for the Historic Preservation discipline), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservationists); or * * *.

(b) An undergraduate degree in Historic Preservation or a closely related field of study (see Academic Background for the Historic Preservation discipline), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservationists).

Historic Preservation—Academic Background

Closely related fields: Various fields of study may be considered closely related to Historic Preservation, such as American Studies, Architecture, Architectural History, Archeology, History, and Historical or Cultural Geography, provided that such

programs of study include course work in the history of the designed environment, history and theory of preservation, historic preservation methods, techniques, and legislation (Federal, State and local), plus a formal supervised practicum or internship for hands-on application of knowledge and technical skills in the field.

Discipline specializations: While most Historic Preservationists tend to be generalists, many specialize in such areas as Architectural, Landscape, and Community Design, Historic Building Technology, Preservation Economics, Preservation Law, Historic Preservation Planning, and Site Interpretation and Management.

Applying the Standard for Historic Preservationist—Documenting Professional Experience

A professional Historic Preservationist typically has experience that demonstrates a well-grounded understanding of the principles, practices, laws and regulations, and diverse resources of historic preservation.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation of historic or archeological resources." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- National Register documentation that has resulted in property listings or Determinations of Eligibility.
- Survey reports assessing the significance of historic properties.
- Historic Structure Reports.
- Adaptive reuse plans or feasibility studies that make recommendations for preserving historic properties.
- Written opinions that have been accepted that assess the impact that an undertaking will have on historic or archeological properties.
- Historic District Ordinances that have been adopted by a local government.
- Documentation that meets HABS/HAER standards for recording historic properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to historic preservation.
- Presentations at regional, national, or international professional

conferences, symposia, workshops, or exhibits related to historic preservation.

- Professional service on boards or committees or regional, national, or international professional organizations concerned with historic preservation.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

History; Historic Preservation Professional Qualification Standards

History is the study of the past through written records, oral history, and material culture and the examination of that evidence within a chronological or topical sequence in order to interpret its relationship to preceding, contemporary and subsequent events.

Standard for Historian

(a) The applicant, employee, consultant, or advisor will have a graduate degree in History or a closely related field of study (see Academic Background for History), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historians); or * * *

(b) An undergraduate degree in History or a closely related field of study (see Academic Background for History), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the

practice of historic preservation (see Documenting Professional Experience for Historians).

(**Note:** Pursuant to 36 CFR part 61 a person meeting this Standard is required as part of the core staff for each State Historic Preservation Office (SHPO) and as part of each State Review Board. Expertise described by this standard is also needed for Tribal Preservation Office staff or consultants of tribes that have executed a Memorandum of Agreement to implement Section 101(d) of the National Historic Preservation Act. It also may be needed for consultants hired with HPF grant funds and for members of Certified Local Government Commissions.)

History—Academic Background

Closely related fields: For this Standard, the professional degree is typically awarded in History, American History, or Public History. Relevant training can be obtained in programs of American Studies, American Civilization, Historical or Cultural Geography, Anthropology, Ethnohistory, and Historic Preservation, providing that course work is offered in historical research methods and techniques. Education in the social and cultural history of countries other than North America may be relevant when dealing with the histories of immigrant, ethnic or minority groups in the United States.

Discipline specializations:

Professional Historians tend to concentrate their education and experience in one of the many chronological, regional, and topical specializations within American History (such as colonial history, southern history, community history, women's history, military history, history of technology, or industrial history).

Applying the Standard for Historians—Documenting Professional Experience

A professional Historian has experience in archival and primary documents research, evaluating and synthesizing this information, and preparation of scholarly narrative histories. Historic research experience in countries other than North America may be relevant when researching the histories of immigrant, ethnic or minority groups in the United States of America.

Products and Activities

Professional experience and expertise must be documented through “products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.” Products and activities that meet the appropriate Secretary's Standards for

Archeology and Historic Preservation may include:

- National Register documentation that has resulted in property listings or Determinations of Eligibility.
- Documentation that meets HABS/HAER standards for recording historic properties.
- Survey reports assessing the significance of historic properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to documenting and evaluating the significance of historic properties.
- Presentations at regional, national or international professional conferences, symposia, workshops, or exhibits related to documenting and evaluating historic properties.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with documenting and evaluating the significance of historic properties.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Sources of Additional Information—Professional Organizations

The following organizations may be contacted to request additional information about the specific disciplines, college and university departments, workshops, and conferences and publications about the practice of each discipline.

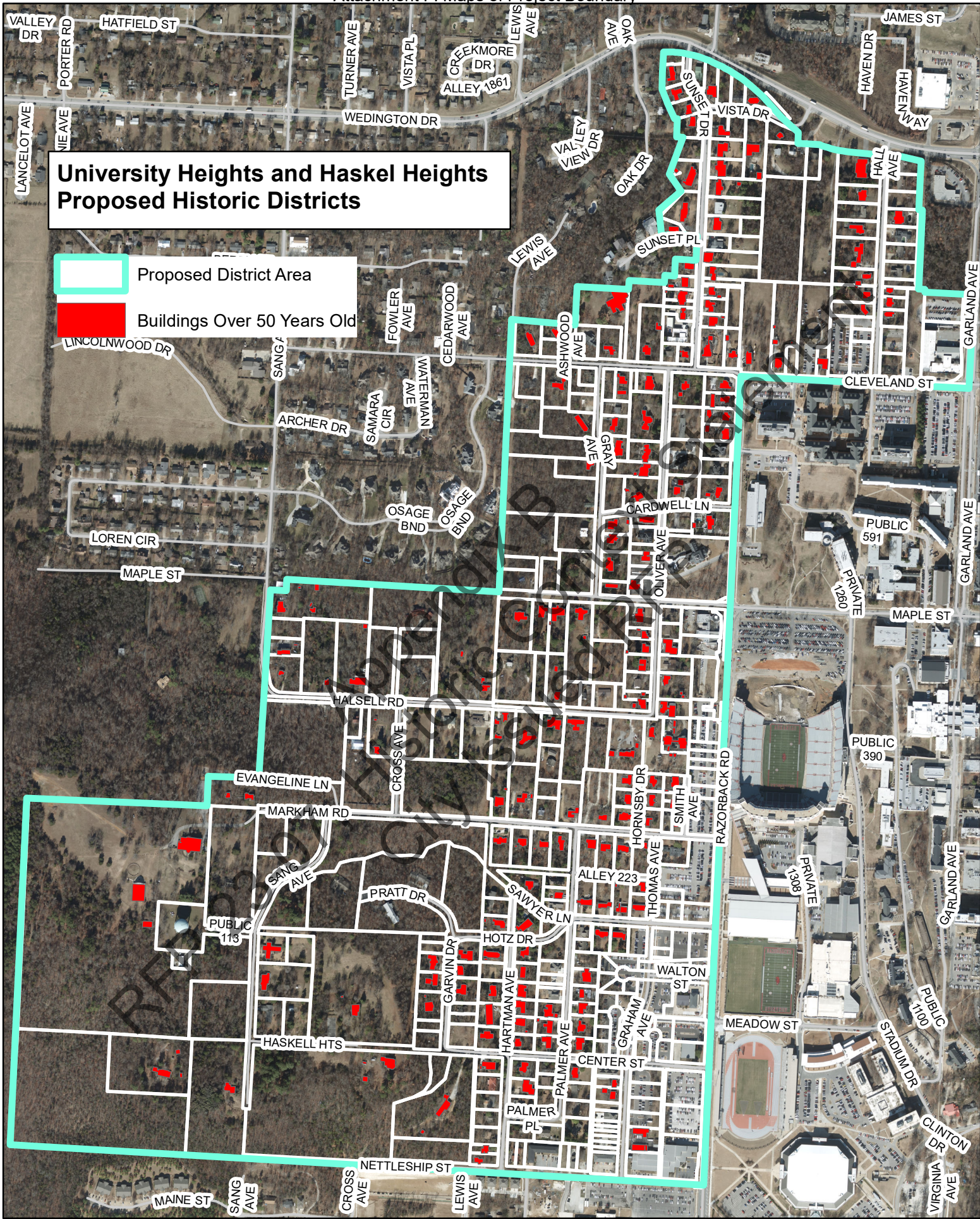
American Anthropological Association, 4350 North Fairfax Drive, Suite 630, Arlington, VA 22203-1621
American Association of Museums, P.O. Box 4002, Washington, D.C. 20042-4002
American Association for State Federal and Local History, 530 Church Street, Suite 600, Nashville, TN 37219-2325
American Cultural Resources Association, c/o New South Associates, 6150 Ponce de Leon Avenue, Stone Mountain, GA 30083
American Folklife Center, Library of Congress, Washington, D.C. 20540-8100
American Historical Association, 400 A Street, SE., Washington, D.C. 20003

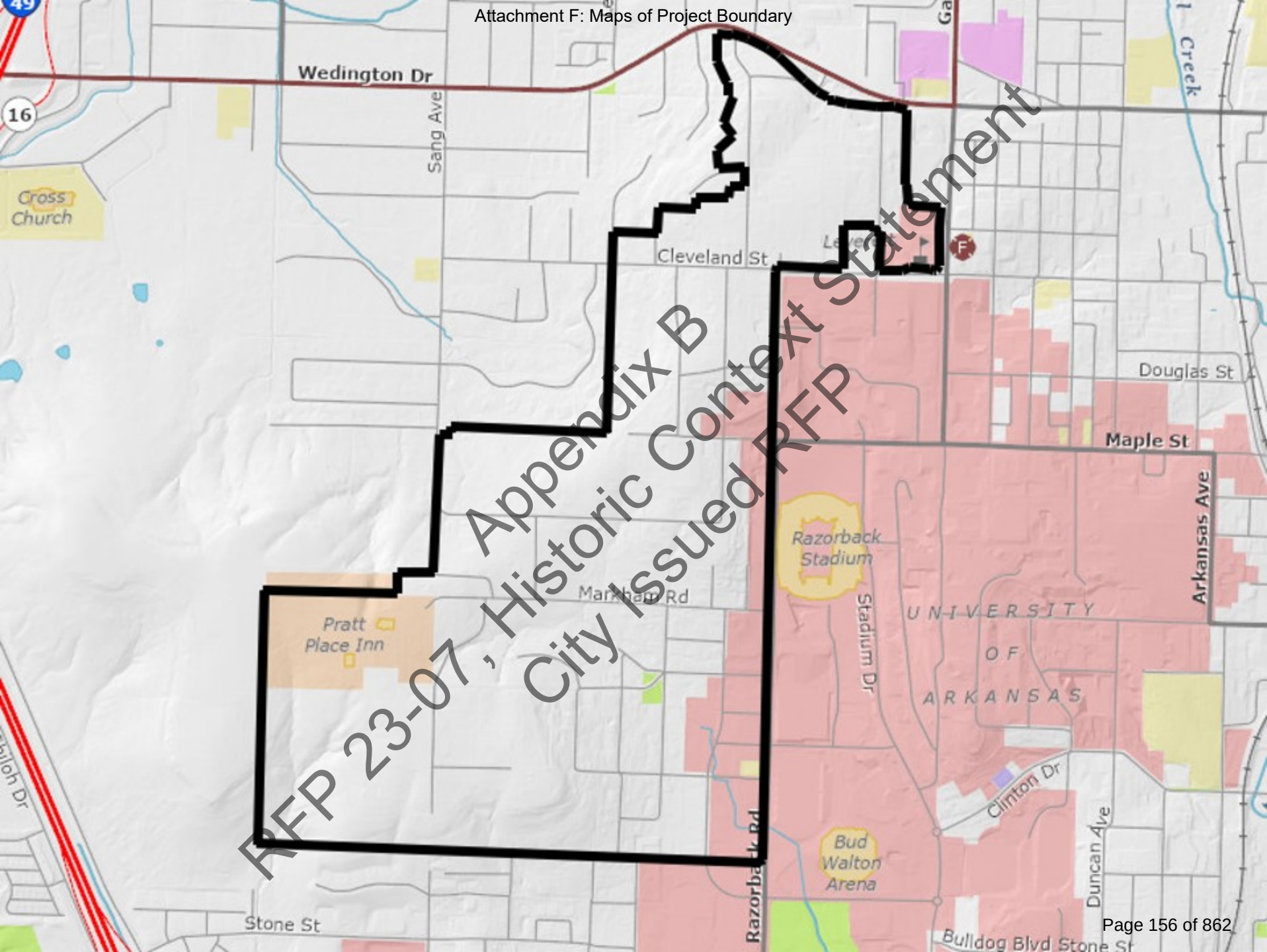
American Institute for the Conservation of Historic & Artistic Works, 1717 K Street, NW., Suite 301, Washington, D.C. 20006
American Institute of Architects, 1735 New York Avenue, NW., Washington, D.C. 20006
American Institute of Certified Planners, 1776 Massachusetts Avenue, NW., Washington, D.C. 20036
American Planning Association, 122 S. Michigan Avenue, Suite 1200, Chicago, IL 60603-6107
American Society of Civil Engineers, 1801 Alexander Bell Drive, Reston, VA 20191-4400
American Society of Landscape Architects, 4401 Connecticut Avenue, NW., Washington, D.C. 20008-2302
American Society of Mechanical Engineers, P.O. Box 2900, Fairfield, NJ 07007-2900
American Studies Association, 1120 19th Street, NW., Suite 301, Washington, D.C. 20036
Association for Preservation Technology, P.O. Box 3511, Williamsburg, VA 23187
Association of American Geographers, 1710 16th Street, NW., Washington, D.C. 20009
Center for Museum Studies, Smithsonian Institution, Arts and Industries Building, Suite 2235, MRC, 427, Washington, D.C. 20560
The Institute for Electrical and Electronic Engineers, 445 Hoes Lane, Piscataway, NJ 08855-1331
National Council on Preservation Education, c/o Center for Historic Architecture and Engineering, University of Delaware, Newark, DE 19716
National Council on Public History, 327 Cavanaugh Hall-IUPUI, 425 University Blvd., Indianapolis, IN 46202-5140
National Society of Professional Engineers, 1420 King Street, Alexandria, VA 22314-2794
National Trust for Historic Preservation, 1785 Massachusetts Avenue, NW., Washington, D.C. 20036
Organization of American Historians, 112 North Bryan Street, Bloomington, IN 47408-4199
Society for American Archaeology, 900 2nd Street, NE., Suite 12, Washington, D.C. 20002
Society for Applied Anthropology, P.O. Box 24083, Oklahoma City, OK 73124
Society of Architectural Historians, Charnley-Persky House, 1365 North Astor Street, Chicago, IL 60610-2144
Society for Historical Archeology, P.O. Box 30446, Tucson, AZ 85751
Society of Professional Archeologists, Department of Anthropology, Southern Methodist University, Dallas, TX 75275
Dated: June 12, 1997.

Katherine H. Stevenson,
Associate Director, Cultural Resource Stewardship and Partnerships, National Park Service.

[FR Doc. 97-16168 Filed 6-19-97; 8:45 am]

BILLING CODE 4310-70-P







ARTICLE • SECRETARY OF THE INTERIOR'S STANDARDS AND GUIDELINES FOR ARCHEOLOGY AND HISTORIC PRESERVATION

Professional Qualifications Standards

Introduction

The following requirements are those used by the National Park Service, and have been previously published in the Code of Federal Regulations, 36 CFR Part 61. The qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic properties involved. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History

The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Archeology

The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration, or management;
2. At least four months of supervised field and analytic experience in general North American archeology, and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History

The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field with coursework in American architectural history or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture

The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture.

Historic Architecture

The minimum professional qualifications in historic architecture are a professional degree in architecture or a State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

Part of a series of articles titled [Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation \(https://www.nps.gov/articles/series.htm?id=62144687-B082-538A-A0174FFF26496394\)](https://www.nps.gov/articles/series.htm?id=62144687-B082-538A-A0174FFF26496394).

Previous: [Historic Preservation Projects Guidelines \(https://www.nps.gov/articles/sec_stds_hist_pres_proj_guidelines.htm\)](https://www.nps.gov/articles/sec_stds_hist_pres_proj_guidelines.htm)

Next: [Preservation Terminology \(https://www.nps.gov/articles/sec-stds-pres-terminology.htm\)](https://www.nps.gov/articles/sec-stds-pres-terminology.htm)



archeology

archaeology

professional qualification standards

secretary of the interiors standards and guidelines for archeology and historic preservation

Was this page helpful?

☐ Yes

☐ No

 An official form of the United States government. Provided by **Touchpoints**
(<https://touchpoints.app.cloud.gov/>)

RFP 23-07 , Historic Context Statement
Appendix B
City Issued RFP

RFP 23-07 Addendum 1

Stantec Consulting Services Inc.

Supplier Response

Event Information

Number: RFP 23-07 Addendum 1
Title: Historic Context Statement
Type: Request for Proposal
Issue Date: 4/30/2023
Deadline: 5/23/2023 02:00 PM (CT)
Notes:

The City of Fayetteville, Arkansas, seeks proposals from qualified firms with experience in municipal, comprehensive, urban and land use planning, economic analysis, and citizen involvement/participation, to prepare a Historic Context Statement for the University Heights and Haskell Heights neighborhoods in the City of Fayetteville. Any questions concerning this solicitation process should be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent, at abeilfuss@fayetteville-ar.gov.

Contact Information

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

Stantec Consulting Services Inc. Information

Contact: Emily Reed
Address: 8401 Shoal Creek Blvd.
Suite 100
Austin, TX 78757
Phone: 512-831-6204

Email: emily.reed@stantec.com

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

Emily Reed

Signature

emily.reed@stantec.com

Email

Requested Attachments

RFP 23-07, Historic Context Statement

No response

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with any additional documents.

Bid Attributes

1 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 (I agree)

RFP 23-07 Addendum 1

Stantec Consulting Services Inc.

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Contact Information

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

Stantec Consulting Services Inc. Information

Contact: Emily Reed
Address: 8401 Shoal Creek Blvd.
Suite 100
Austin, TX 78757
Phone: (512) 338-2223
Email: proposals@coxmcclain.com

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

Emily Reed

Signature

Submitted at 5/23/2023 01:34:04 PM (CT)

emily.reed@stantec.com

Email

Requested Attachments

RFP 23-07, Historic Context Statement

Addendum 1 Supplier Response.pdf

Please attach the signed and completed RFP form, located in the 'Attachments' tab, along with any additional documents.

Response Attachments

RFP23-07 Historic Context with Section C completed.pdf

Signed RFP

SOQ Stantec RFP 23-07 Fayetteville Historic Context.pdf

Stantec SOQ RFP 23-07

Bid Attributes

1

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 (I agree)



PROPOSAL

HISTORIC CONTEXT STATEMENT

UNIVERSITY HEIGHTS AND HASKELL HEIGHTS

Prepared For :

City of Fayetteville, Arkansas
RFP 23-07



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Cover image: City of Fayetteville

PART I. LETTER OF INTEREST

Stantec is pleased to submit this proposal to prepare a historic context statement for the City of Fayetteville. Our considerable experience researching and preparing contextual documentation informs our approach. We have a strong understanding of how historic contexts shape understanding as well as aid preservation efforts.

Cox|McLain Environmental Consulting, Inc. (CMEC), was founded in Austin, Texas, in 2007, and established a reputation as a leading environmental and cultural resources management consulting firm. As of January 1, 2022, the employees of CMEC joined Stantec Consulting Services Inc. (Stantec), a firm established in 1954. Stantec's team of cultural resources staff includes historic preservation specialists experienced in context development, historic resources surveys, archival and oral history research, preservation and survey planning, design guidelines, and eligibility evaluations and nominations for local, state, and national designations. Our project team includes a roster of **six Secretary of the Interior-qualified professionals**, who are not only disciplined and experienced historians but who possess extensive knowledge about economic, social, transportation, and population trends and their expression in architecture, and community development.

Key personnel identified in our proposal are experienced industry practitioners with a wide variety of relevant cultural resources management experience, including historical context development, archival research and documentation of twentieth century neighborhoods and their related resources.

Our highly skilled team is prepared to mobilize quickly and is committed to completing all work to the satisfaction of the City of Fayetteville in advance of established deadlines. We believe that we are exceptionally qualified to provide the requested services.

We have received and reviewed the issued addendum. We have no conflicts of interest and are fully insured. A Certificate of Insurance listing the City as an additional insured will be provided prior to work beginning.

We would be glad to provide additional information regarding our credentials or speak directly to discuss our proposal.

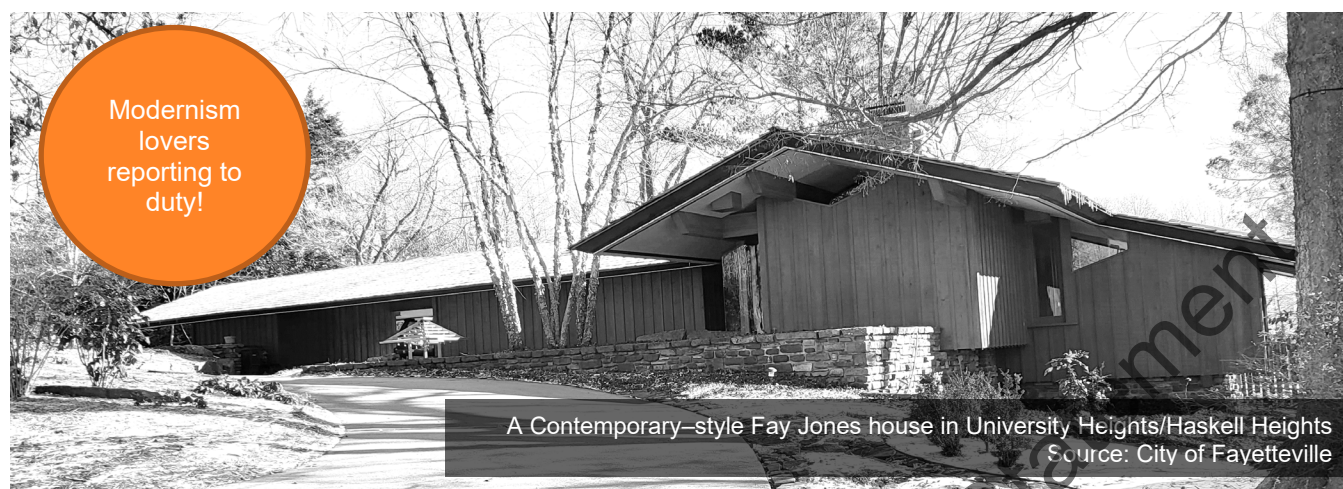
Thank you,



Emily Reed
U.S. Technical Leader, Architectural History | Principal
8401 Shoal Creek Boulevard, Suite 100
Austin, Texas 78757
512-831-6204 (mobile)
Emily.Reed@stantec.com

Design with
community in mind

EXECUTIVE SUMMARY



With 69 historic properties in the National Register of Historic Places (NRHP) along with NRHP districts, we understand that preservation is important to the City of Fayetteville and its citizens. The Citywide Heritage & Historic Preservation Master Plan is expected to be completed by summer 2023 and the Historic District Commission is looking at additional projects to meet the goals of the Master Plan, including the identification and protection of historic properties.

We understand the City's purpose for this project is to prepare a framework for researching and documenting historic resources by preparing a historic context statement for University Heights and Haskell Heights, two neighborhoods in Fayetteville, Arkansas. We understand that the project has strong community and neighborhood support, as well as the support of the Historic District Commission due to concerns for the historic neighborhoods because of development pressure, low housing supply and high demand, and their proximity to the University of Arkansas. A growing University student body, the purchase of properties as investments and use as short-term rentals, redevelopment of existing properties, and lack of zoning protections are putting historic properties at risk. The historic context produced by this project would provide City staff, commissioners, and property owners support in their efforts to identify and protect the historic resources in these neighborhoods. We understand that the City's goals include beginning the process of establishing a local ordinance district by documenting significant neighborhood history, surveying resources, and engaging with residents, and supporting the preparation of NRHP nominations including a Multiple Property Submission. Through this project, knowledge will be gathered on development patterns, historical trends, and significant architectural features for the University Heights and Haskell Heights neighborhoods. The information gathered throughout the course of this project will aid city staff and commissioners not only for decisions on these two neighborhoods, but also for future considerations for other historic locales.

While we understand the final scope of work will be negotiated by the selected consultant and the City, the historic context will have a holistic scope and will help identify historic resources and promote their value. As part of the development of the context, we will undertake the following tasks:

- Identifying and assessing the University Heights and Haskell Heights neighborhoods' history, including any ties to the University of Arkansas and early farms;
- Identifying key themes and periods of history for the project neighborhoods;
- Establishing clear neighborhood boundaries to assist with future surveys or policy proposals;

- Conducting research using primary and secondary sources, including available resources at the University of Arkansas Special Collections Library;
- Recommending a communications strategy to reach and engage stakeholders, utilizing available and existing resources and organizations focusing on the project neighborhoods;
- Collaborating with City staff to design collateral materials to support the project, including web and digital resources;
- Identifying, describing, and implementing a comprehensive strategy and methodology for community involvement, including development of a key stakeholder list; and
- Developing a list of historic ethnic and cultural influences or individuals associated with the project neighborhoods.

To fulfill the goals and tasks for the project, we will provide the following services:

- **Project Management:** Project Manager Emily Reed has a proven track record of overseeing the completion of historic context studies that exceed client expectations and are on time and on budget. Our team emphasizes clear and effective communication with the client, stakeholders, and the public. Our projects are regularly reviewed and accepted by State Historic Preservation Offices (SHPOs) with little or no revisions. We recognize that each project is different, and our process is well-developed and customized to meet our clients' needs. We'll develop an internal project plan with goals and clear methodologies for accomplishing the goals, along with a detailed project timeline. Our team will facilitate and manage activities and communications; recommend a communications strategy to reach and engage stakeholders; and design collateral materials in collaboration with City staff, including web and digital resources, to support the project.
- **Public Engagement:** We will work with the City to develop and implement a strategy and methodology for community involvement. Stantec's approach to public outreach for the City of Fayetteville has three primary goals: distribute information about the project, gather information about neighborhood history, and promote an appreciation for the unique histories of University Heights and Haskell Heights and foster a sense of pride. Public outreach is recommended to include engaging web and social media content, and email communications to stakeholder groups at key points during project activities.
- **Preparation of Historic Context:** A historic context informs the identification of properties and districts eligible for local, state, or federal historic designation. To develop the historic context for University Heights and Haskell Heights, we will conduct a general literature review and analysis of historic-period maps and aerial photographs. The context will address growth spurts or declines, years of substantial construction, major architectural movements, known architects and builders, and other important trends or events. The historic context will also serve as the foundation for future NRHP nominations by not only documenting the history of the area, but also analyzing that history within a broader context, an essential component for making NRHP recommendations. For example, a historic context about neighborhood development should



include a historical narrative of the neighborhood (when it was platted, who developed it, what kinds of houses were built, what the major periods of growth were, etc.), and it should also explain neighborhood development trends of the era in the U.S., how and when those trends emerged locally, and how the proposed district reflects those trends. A neighborhood development context should include explicit reference to evaluation guidance documents established by the NPS and used by professionals to support their recommendations, such as *Historic Residential Suburbs: Guidelines for Evaluation and Documentation for the National Register of Historic Places*. This analysis informs the neighborhood's Statement of Significance, Area of Significance, Period of Significance, and contributing and noncontributing resources. It also helps reviewers at the SHPO and NPS understand the neighborhood's place in history. Stantec will identify appropriate contextual themes for the neighborhoods, such as Community Planning and Development and Architecture, and will develop a historic context that both documents the history of the neighborhood and analyzes the significance of that history.

We have the experience and qualifications to fulfill the City's request for a historic context to promote and coordinate advancement of the protection, preservation, and development of historic and cultural resources. Our team are specialists in working with communities to tackle complex, multi-faceted historic preservation projects and we bring that experience to completing the scope of work established by the City. Our team members include **agricultural and modernism enthusiasts** who would bring the energy and motivation your project deserves.

Each member of our team of historic preservation professionals **meets or exceeds the SOI Standards** and Guidelines for Historic Preservation for performing work in the areas of history and/or architectural history.

At Stantec, **we take great pride in the quality of our work**. We understand the importance of the historical record we are creating and the foundation it can provide for future projects. In our commitment to excellence, we have developed an incomparable three-part quality assurance/quality control (QA/QC) process that ensures that our deliverables are complete and accurate. Our historic contexts are meticulously reviewed by the historian who wrote the context, followed by review from two more historians. This means complete, reliable, and valid data. Plus, we collaborate with a technical editor with experience with cultural resource management documentation to ensure the study is complete, accurate, and presented in a clear and concise manner. Our clients attest to the difference. We are frequently retained by municipal clients for subsequent preservation planning services.

Our team has extensive familiarity working with a variety of grant programs, including **Certified Local Government Grants**, and are familiar with the rules, regulations, and schedules that must be met as required by the National Park Service Historic Preservation Fund.

Let's get to work!

PART II. CONSULTANT/STAFF QUALIFICATIONS

Company Profile

Cox|McLain Environmental Consulting, Inc. (CMC), was founded in Austin, Texas, in 2007, and established a reputation as a leading environmental and cultural resources management consulting firm. As of January 1, 2022, the employees of CMC joined Stantec Consulting Services Inc. (Stantec), a firm established in 1954, adding our environmental and cultural experience to Stantec's team of designers, engineers, scientists, and project managers. Stantec provides professional consulting services in design, planning, architecture, and cultural resources, among other industries. Stantec's overarching company philosophy is knowing and understanding the importance of communities. We know communities are fundamental. Whether around the corner or across the globe, they provide a foundation, a sense of place and of belonging. That's why at Stantec, we always design with community in mind. We care about the communities we serve—because they're our communities too. This allows us to assess what's needed and connect our expertise, to appreciate nuances and envision what's never been considered, to bring together diverse perspectives so we can collaborate toward a shared success.

Our cultural resources team employs more than 130 full-time archaeologists and more than 20 full-time architectural historians, with the majority located in Texas and the Southwest region of the U.S. Embracing an interdisciplinary approach, our team has expertise in prehistoric archaeology, historic archaeology, history, architectural history, materials conservation, and historic preservation planning. Our team's myriad historic preservation-related capabilities include archival research; historic resources surveys; historic contexts; oral histories; local landmark and National Register of Historic Places (NRHP) nominations; public involvement campaigns; Section 106 and 4(f) evaluations; historic building, bridge, and structure documentation to HABS or HAER standards; development of agreement documents; interpretive displays; and large multi-media productions that incorporate historic context, videos, and/or photographic documentation. All our supervisory personnel meet or exceed the Secretary of Interior's Qualification Standards for archaeology, architectural history, and/or history.

Our architectural historians have experience with an array of cultural resources investigations relevant to the requested scope of services. Having performed hundreds of historic resources surveys and NRHP nominations, including the preparation of historic contexts, we are eminently qualified to identify the styles, plans, materials, and approximate construction dates of historic-period resources; detect significant alterations, and make local landmark, NRHP, and historic district recommendations. Our team members possess extensive knowledge about national, state, and regional economic, social, transportation, and population trends in history, architecture, and community development. We regularly use digital survey and mapping technologies for an organized and efficient documentation process and our rigorous quality assurance policy ensures that all deliverables are carefully reviewed and will meet expectations. Our extensive experience and quality work has led to excellent working relationships with repeat clients.

Key Project Staff and Resumes

This section discusses the Stantec team's capabilities for the required services. Stantec team members are experts in historical context development and bring the knowledge gleaned from completing hundreds of projects. Key personnel identified in our proposal are veteran practitioners who have expertise in cultural resources management. Each member of the Stantec historic preservation professional team

meets or exceeds the U.S. Secretary of the Interior's Standards and Guidelines for Historic Preservation. Resumes are provided in Appendix A.

	Degree	Years of Experience	SOI Qualified Historian and/or Architectural Historian	Project Management Experience	Historic Context Authorship	Public Involvement Experience	Arkansas Experience	Neighborhood Studies
Project Manager								
Emily Reed	MS Historic Preservation	16	X	X	X	X	X	X
Deputy Project Manager								
Sandy Shannon	Master of Heritage Conservation	9	X	X	X	X	X	X
Project Team								
Adrienne Vaughan Campbell	MS Historic Preservation	21	X	X	X	X	X	X
Amy E. Dase	MA History	38	X	X	X	X	X	X
Izabella Nuckels	MS Historic Preservation	11	X	X	X	X		X
Emily Rinaldi-Williams	MS Historic Preservation	8	X	X	X	X		X

Emily Reed | Project Manager

Emily Reed, Stantec's national historic preservation technical lead for Stantec, will be Principal Investigator. She will orchestrate project initiation and all aspects of project management and will be integral to collaborative planning. Ms. Reed is an architectural historian with more than a decade of experience with historic context development for a variety of property types, including neighborhoods. She served as the Principal Investigator/Project Manager for Stantec's recent historic preservation plan for the City of Fayetteville and has a thorough understanding of the city's built environment, unique history, preservation culture, and community engagement needs and processes. Other Arkansas experience includes multiple historic context and survey projects for the Cities of Little Rock, Conway, El Dorado, Eureka Springs, and Fort Smith. She has extensive public engagement plan development and community input experience, having led or overseen a variety of historic preservation outreach activities like oral history interviews, website and social media content development, questionnaires, and public meeting presentations. Ms. Reed has a depth of experience managing grant-funded historic preservation projects and ensures that her clients receive timely and accurate progress reports and deliverables to meet reporting requirements.

References:

Name: Nicholas Redding, Preservation Maryland

Description of Past Working Relationship: Stantec prepared a historic context study documenting the state's educational history and school architecture from the earliest schooling efforts in Maryland through the 1970s to provide a framework for NRHP eligibility evaluations.

Current Contact Information: nredding@presmd.org; 410-685-2886, ext. 306

Name: Justin Kockritz, Texas Historical Commission/SHPO

Description of Past Working Relationship: Stantec prepared a thematic historic context study of Calhoun County, Texas to guide NRHP eligibility evaluations for a countywide survey.

Current Contact Information: Justin.Kockritz@thc.texas.gov; 512-936-7402

Name: Miranda Garrison, Texas Department of Transportation

Description of Past Working Relationship: While Ms. Garrison was an Architectural Historian/Environmental Project Manager with the City of San Antonio, Emily coordinated with her on Stantec's on-call historic resources consulting services with the City. Since 2020 (ongoing), Stantec has provided a variety of preservation services to the City, including survey and resource documentation and evaluation for regulatory compliance, archival research and contextual development, and assistance with developing interpretive panels for the general public.

Current Contact Information: Miranda.Garrison@txdot.gov; 512-416-3001

Name: Ellen Agee, Planning Administrator, City of Covington, LA

Description of Past Working Relationship: Prepared a NRHP historic district update of the Division of St. John requiring a reassessment of the district's context and significance. Prior to Ms. Agee's employment, Stantec conducted a historic resources survey of the district and surrounding neighborhoods that served as the foundation for the formal nomination update.

Current Contact Information: eagee@covla.com; 985-867-1214

Sandy Shannon | Deputy Project Manager

Sandy Shannon is a senior architectural historian who specializes in projects for municipal clients. She will guide all research, analyses, and syntheses processes, overseeing outline and content development and assembly of the context. Her expertise includes surveying, assessing, and documenting historical resources and evaluating eligibility for the NRHP; archival research; local landmark and NRHP nominations; historic preservation and survey plans; and historic context development. She regularly serves as a project manager for Stantec projects requiring historic context studies. She has participated in projects in multiple states and is a skilled researcher adept in identifying and documenting the histories of places and the resources that convey those histories. She led development of the statewide education and school architecture context for Maryland. Like the Fayetteville project, the Maryland project was funded and reviewed by the SHPO, used public engagement techniques, and resulted in a practitioner's tool to guide future study and evaluations. She also oversaw the development of the context study of Calhoun County, Texas. The complex, multi-author context supported NRHP recommendations for early farms, mid-twentieth century neighborhoods, and architect-designed Modernistic buildings among other property types. As Project Manager for the City of Austin's survey of North Loop, Hancock, and Upper Boggy Creek, she was responsible for the development of contexts for nine early- to mid-twentieth century neighborhoods; creation of a public involvement plan and execution of extensive public engagement activities; and assessment of resources and districts for local and NRHP listing. Ms. Shannon participated in the development of Fayetteville's forthcoming *Heritage and Historic Preservation Master Plan*, including authoring the survey plan and the content on the city's mid-twentieth century architects, among other contributions. Other Arkansas experience includes context and survey work in Little Rock, Conway, El Dorado, Eureka Springs, and Fort Smith. Of additional relevance to the Fayetteville project, Ms. Shannon has a special interest in post-World War II modernism and regularly leads or participates in projects requiring study of this era.

References: see references for Emily Reed

Adrienne Vaughan Campbell | Project Historian

Adrienne Vaughan Campbell is an architectural historian with more than 20 years of experience in cultural resource management, including property assessments, historic preservation, and regulatory compliance. Her current responsibilities include surveying, assessing, and documenting historic properties and determining eligibility for the National Register of Historic Places; Section 4(f)

determinations; archival research; and contextual documentation. She was a project reviewer and National Register program staff at the Texas Historical Commission (the State Historic Preservation Office in Texas) from 2005 to 2012, where she reviewed historic resources surveys and NRHP nominations for completeness according to NPS and SHPO standards, accuracy, and sound recommendations. Ms. Campbell has substantial survey and NRHP experience throughout the country requiring historic context development on a range of themes and subthemes. Recently she was one of the lead authors of Stantec's Maryland Statewide Education Context and the countywide context for Aransas County, Texas. Ms. Campbell will provide quality assurance and quality control for the Fayetteville project, ensuring that the context will support future survey and nomination efforts.

References: see references for Emily Reed

Amy E. Dase | Project Historian

With 35 years of cultural resources management experience, Senior Historian Amy E. Dase has conducted research and prepared historic contexts in more than a dozen states, and is expert at adeptly preparing accurately reported, well organized, clearly written deliverables. As a veteran researcher, Ms. Dase has solid practice with oral, secondary, and primary local, state, federal, and international archival sources to develop historic contexts. She has expertise in agricultural resources, among other property types. Her work includes sole authorship of a seminal field guide to industrial property types, including those associated with grain and cotton processing, and pivotal contributions to the state's agricultural context. She was principal investigator and major author for a study of farms and ranches in Bexar County, Texas with an inclusive ethnic component and meticulous property type analyses; sole author of an agricultural context for Calhoun County, Texas; and project director for a statewide study of agriculture for History Nebraska, the state's historic preservation office. In Arkansas, she recently led research and contextual development for a grant-funded NRHP nomination of University Park, a Black neighborhood associated with Little Rock's mid-twentieth century urban renewal efforts. Ms. Dase will provide quality assurance and quality control for the Fayetteville context, ensuring that document captures necessary content and is well-written, clear, and concise.

References: see references for Emily Reed

Izabella Nuckels | Project Historian

Izabella Nuckels is a Historic Preservation Specialist with over ten years of experience in property assessments, historic preservation, preservation education, research, and related work, including historic architectural material analysis, building documentation, and NRHP-eligibility determinations. Her current work includes surveying, assessing, and documenting historic properties. She has extensive experience researching and writing historic context statements and documenting farmhouses, neighborhoods, and other property types. Ms. Nuckels worked on fieldwork and historic context development for a survey of Midcentury Modern-style resources across the City of Galveston, Texas. She has also completed survey and contexts for neighborhood surveys including the mid-twentieth century Lydick's First Addition in Norman, Oklahoma, and early twentieth century historic residential districts in Belton, Texas. She will contribute to research and writing the University Heights and Haskell Heights historic context statement.

References: see references for Emily Reed

Emily Rinaldi-Williams is an architectural historian with a strong background in archival research and historic context development. She will serve as one of the lead researchers and authors for the University Heights and Haskell Heights study. She has worked in multiple states and has extensive experience in researching and documenting a wide variety of property types. She began her career as a Graduate Student Intern at Columbia University's Avery Architectural & Fine Arts Library where she received in-depth training in primary sources and processing archival collections. Her professional experience includes assisting in the preparation of the *Los Angeles Citywide Historic Context Statement* developed as part of SurveyLA, Los Angeles' citywide historic resources survey. She was the primary author of the Beaux Arts Classicism, Neoclassical, and Italian Renaissance Revival Architecture context, as well as assisted in authoring the African American History of Los Angeles context and Residential and Suburbanization context. She also has substantial experience conducting research for individual properties using primary and secondary sources, including preparing nominations for the NRHP-listed Ridley & Sons Department Store in New York City, Braddock Junior High School in Braddock, Pennsylvania, Breakers Hotel in Long Beach, California, and Edmund "Rochester" Anderson House in Los Angeles.

References:

Name: Johnny Amaral, Acting Chief Operating Officer, Friant Water Authority

Description of Past Working Relationship: Assisted with the Friant-Kern Canal Middle Reach Capacity Correction Project; Preparation of Historic Property Treatment Plan; Preparation of Historic American Engineering Record documentation; Coordination with the United States Bureau of Reclamation, State Historic Preservation Office (SHPO), and local interested parties; Archaeological and historic architectural field surveys; Evaluation of historical and archaeological resources for national and state landmark programs; Preparation of Section 106 and CEQA compliance documentation

Current Contact Information: jameral@friantwater.org; 559-562-6305

Name: Jane Hauptman, Environmental Specialist – External and Regulatory Affairs, City of Los Angeles Department of Water and Power

Description of Past Working Relationship: Projects included more than 150 task orders under four Master Services Agreements since 2008; preparation of Historical Resources Evaluation Reports and Historical Resources Evaluation Technical Reports; archaeological and historic architectural field surveys; coordination with Bureau of Land Management, United States Forest Service, local interested parties, as well as Native American tribes, groups, and individuals

Current Contact Information: jane.hauptman@ladwp.com; 213-367-0968

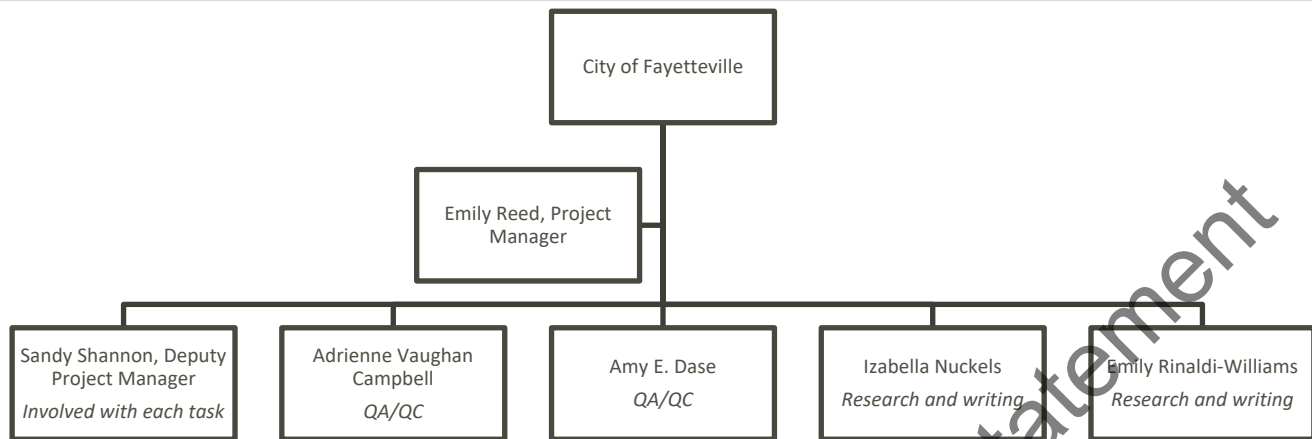
Name: Maurice Oillataguerre, Environmental Program Manager, Glendale Water and Power

Description of Past Working Relationship: Assisted with the Grayson Power Plant Repowering Project; historic architectural field survey; conducted records searches, literature reviews, and archival research; evaluation of historical resources for national, state, and local landmark programs; preparation of Historical Resources Evaluation Report; preparation of a cultural resources section for an Environmental Impact Report (EIR); preparation of response to comments; presented at the Glendale Historic Preservation Commission and Glendale City Council

Current Contact Information: moillataguerre@glendaleca.gov; 818-548-3293

PART III. MANAGEMENT APPROACH

Team Management Structure



Ability to Perform All Aspects of the Project

Stantec has the capability and capacity to perform the project in-house and will not use any subcontractors.

Resources for Project Management

Stantec uses a suite of software management processes. Oracle project management and accounting software integrates resource scheduling and allocation, contract compliance, invoicing, and timesheet collection. The system is updated daily, giving current detailed views of project progress and generating useful alerts. Stantec project managers closely track deliverable, task, and work authorization expiration dates, and key stages in expenditures for labor and direct expenses in Oracle. We use this tool across our programs and offices to achieve effective communications, tracking, and project management for our clients' benefit.

Stantec also uses integrated leading-edge technologies to support historic preservation work. We use ArcGIS Online (AGOL) and ArcGIS to map and analyze collections of historical resources that allows multiple users to share an interface. Our team uses Wi-Fi/cellular tablets during field investigations to record data automatically saved to the cloud. To produce reports, we use Microsoft Office and the Adobe Creative Suite. Our expertise with these programs results in handsome deliverables that clearly convey results and are compatible with client software.

With multiple moving parts, historic context studies require accessible and integrated software to organize and track all project components, from research, to developing outlines, and writing and editing deliverables, to tracking project tasks, personnel assignments, and due dates. Stantec hosts draft documents online in Microsoft SharePoint, a collaboration platform that allows multiple users to work simultaneously in the same document. The application automatically stores new versions of working documents and supports editing and quality assurance markups and comments. EndNote is a desktop platform that organizes sources for in-document citations and bibliographies. During research phases, the platform enables the team to capture primary and secondary sources online and manually to a shared

project library. During the synthesis phase, the platform guides critical thinking to organize ideas and annotate sources. Finally, during the writing phase, Endnote Microsoft Word compatibility pulls citations from the shared library to produce the bibliography. With the EndNote tool, our team promotes development of a project library that organizes and safely stores research sources that can be readily shared. The Stantec team uses collaborative applications—the list-making Trello and the spreadsheet-database hybrid Airtable—to assign and monitor tasks, deadlines, and progress, track deliverables, and communicate.

Quality Control

We take great pride in the quality of our work. We understand the importance of the record we are creating and the foundation it can provide for future projects. We understand that historic context statements are a long-term investment; our goal is to help the City of Fayetteville fully, accurately, and efficiently document the history of the University Heights and Haskell Heights neighborhoods to serve as a foundation of future preservation initiatives. We have a three-part quality QA/QC process that holds three historic preservation professionals accountable for the work we deliver to our clients. Work products are self-checked by the primary author and then reviewed by the deputy project manager and project manager. We also use our in-house technical editors to produce deliverables with thoughtful content presented in a clear and concise manner. Our clients attest to the difference. We are frequently retained by municipalities after completing projects for subsequent preservation planning services.

Communication

At the project outset, Stantec will confirm the communication preferences of the City of Fayetteville and will design a communication plan accordingly. Project Manager Emily Reed will serve as the single point of contact for the City. We will communicate regularly with City staff and provide the City with quarterly reports detailing project progress for submittal to the AHPP, in accordance with grant requirements. Internally, the project team will meet weekly to review progress in comparison to the deliverable schedule and budget burn rate.



1911 Colonial Revival–style house in
University Heights/Haskell Heights
Source: City of Fayetteville

PART IV. RELATED PROJECT EXPERIENCE

Relevant Experience in Comparable Projects

The Stantec team brings a wealth of experience relevant to preparation of a historic context of University Heights and Haskell Heights. Selected relevant projects are provided below.

STATEWIDE EDUCATION CONTEXT, MARYLAND PRESERVATION MARYLAND (2021–2022)

Preservation Maryland retained Stantec to prepare a historic context study documenting the state's educational history and school architecture from the earliest schooling efforts in the state through the 1970s to provide a framework for NRHP eligibility evaluations. The context's focus is on the state's post–World War II school construction boom, identification of underrepresented histories, and the impact of school desegregation in the educational built environment. Stantec conducted archival research at state and regional repositories and prepared a detailed outline and annotated bibliography approved by the client and SHPO at the onset of the project. The volume of archival material available required expert source analysis, critical thinking, and organizational skills. Stantec's depth of experienced staff was imperative to handle to review, analyze, and contextualize this mass of information. Our use of the reference management system Zotero was critical to our methodical and collaborative effort. Stantec coordinated with the Maryland State Department of Education to access and duplicate their historical photograph collection, which was the foundation of our analysis. Another creative and participatory strategy was the use of crowdsourcing with stakeholders, scholars, and persons knowledgeable about Maryland schools and related Civil Rights history to develop a list of schools that will undergo further documentation, recordation, or preservation.



CLIENT CONTACT

Nicholas Redding, Preservation Maryland
nredding@presmd.org | (410) 685-2886x306

The state-wide education context documents more than 200 years of educational and school architecture history in Maryland; considers cultural, social, political, economic, and environmental influences and regional differences; and contrasts trends in Maryland with the national experience. It explores educational experiences of Black, female, immigrant, disabled and other underrepresented groups of students and describes the contributions of the state's early Black and female school architects, Civil Rights leaders, and educational leaders. Images, graphs, maps, and tables illustrate the content. The report includes an evaluation guide to help preservation professionals evaluate the NRHP eligibility of schools in the state. The major themes and subthemes under which a Maryland school is expected to be eligible for the NRHP are provided with attendant periods, areas, and levels of significance; eligibility standards; character-defining features; integrity considerations; and relevant comments are specified for each theme and subtheme.

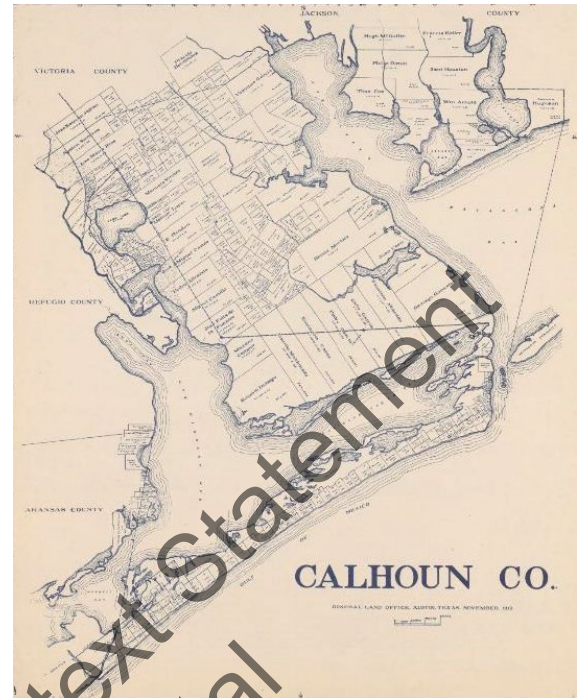
Emily Reed served as the project's principal investigator and Sandy Shannon was project manager and the lead researcher. Ms. Reed, Ms. Shannon, Amy E. Dase, and Adrienne Vaughan Campbell were co-authors of the historic context.

CALHOUN, REFUGIO, AND ARANSAS COUNTY SURVEYS AND HISTORIC CONTEXTS, TEXAS
TEXAS HISTORICAL COMMISSION/SHPO (2020–
ONGOING)

Stantec is part of a team selected to conduct countywide historical resources surveys of three large, rural, coastal counties in Texas that have been minimally documented. The Texas Historical Commission, the state's SHPO commissioned the project, the first of its kind in the state, through federal grant funding. For each county, project tasks include a comprehensive literature review, identification, and mapping of known historical resources, development of historic context statements, and a comprehensive survey of resources built before 1973. The contexts are organized thematically to document the architectural, community planning and development, economic development, public and private institutional development, and ethnic history of each county. To guide NRHP evaluations under Criteria A, B, C, and D, each theme and subtheme lists integrity considerations, periods of significance, anticipated areas of significance, and related property types. The contexts are the framework for documenting resources during field investigations and will also inform future survey projects.

Of relevance to the Fayetteville project, Stantec historians researched and documented the history of neighborhood development in Calhoun County for the context, ranging from early neighborhoods near historical downtowns to post-World War II planned communities. During fieldwork, representative photographs of each neighborhood were taken, capturing the typical building stock and setting. Following fieldwork, historical research was conducted on each neighborhood and NRHP recommendations were made.

Emily Reed was the project's principal investigator and Sandy Shannon was project manager, participating in each task and overseeing completion of deliverables. Ms. Shannon, Amy E. Dase, and Adrienne Vaughan Campbell were co-authors of the historic context. Emily Rinaldi-Williams conducted research on each neighborhood in the county, wrote neighborhood histories and descriptions, and made neighborhood NRHP recommendations.



CLIENT CONTACT

Justin Kockritz, Texas Historical
Commission/SHPO
justin.kockritz@thc.texas.gov | (512) 936-7402

HISTORIC RESOURCES SURVEY AND NRHP NOMINATION OF UNIVERSITY PARK, LITTLE ROCK, ARKANSAS
CITY OF LITTLE ROCK, 2020–2023

The City of Little Rock, Arkansas, retained Stantec to conduct a historic resources survey and prepare an NRHP nomination for University Park, a Black neighborhood associated with the city's mid-twentieth century urban renewal efforts that developed on the heels of Civil Rights victories in Little Rock. The study's historic context documents the neighborhood's developmental, ethnic heritage, and social histories and the contributions of prominent Black community members who resided in the neighborhood. Primary sources, archival newspapers, oral history interviews with current



CLIENT CONTACT

Hannah Ratzlaff, City of Little Rock
hratzlaff@littlerock.gov | (501) 371-4789

and former residents, historic period photographs and maps, and other resources informed the narrative. Like the Fayetteville project, the neighborhood has a varied collection of architectural styles, including Modernistic examples. The NPS funded the project through the African American Civil Rights of the 20th-Century Grant Program; the project met the requirements of the grant agreement and AHPP standards.

Emily Reed was principal investigator for this project. Amy E. Dase led research, contextual development, and the completion of the NRHP nomination. Sandy Shannon participated in QA/QC of the survey and contextual development.

PART V. STATE AND FEDERAL GRANT GUIDELINES

We have completed numerous projects funded by the NPS' Historic Preservation Fund and administered by the AHPP and are therefore familiar with the grant requirements of the Certified Local Government Program Grant Agreement. We also certify that we meet the standards outlined in the RFP attachments: Historic Resources Survey and Document, Other Consultant Contracts and Products, and The Secretary of the Interior's Historic Preservation Professional Qualification Standards.

Our NPS Grant-Funded Projects in Arkansas

All completed according to grant requirements



Historic Resources Survey of Country Club Colony and Retta Brown Neighborhoods
El Dorado



Historic Resources Survey Update of the Hendrix College Addition NRHP District
Conway



Historic Resources Survey Update of the Conway Commercial NRHP District
Conway



Historic Resources Survey Update of the Belle Grove NRHP District
Fort Smith



Historic Resources Survey Update of the Hillcrest NRHP District
Little Rock



Historic Resources Survey and NRHP Nomination of University Park
Little Rock

PART VI. DETAILED DRAFT AND SCOPE OF SERVICES

Understanding of the Project

We understand that the goal for this project is to prepare a historic context for the University Heights and Haskell Heights neighborhoods documenting their development patterns, historical trends, and significant architectural features. Located directly adjacent to the University of Arkansas (UofA) campus, these neighborhoods have a rich and unique history, beginning with their agricultural origins and developing into early- to -mid-twentieth century enclaves with buildings by some of Arkansas' elite architects. The study would support City staff, commissioners, and property owners in their efforts to identify and protect historic resources in these neighborhoods. It would provide a framework to evaluate resources documented in future survey work and serve as the foundation for a local ordinance district nomination and NRHP nominations, including a Multiple Property Submission. We understand that the City seeks to involve the community in this important project. Specific project goals are listed below.

- Identify and assess the University Heights and Haskell Heights neighborhoods' history, including ties to the UofA and early farms.
- Identify key themes and periods of history for both neighborhoods.
- Establish clear neighborhood boundaries to assist with future surveys or policy proposals.
- Conduct research using primary and secondary sources, including resources at the University of Arkansas Special Collections Library, as available.
- Recommend a communications strategy to reach and engage stakeholders. Utilize available and existing resources and organizations focusing on the project neighborhoods.
- In collaboration with City staff, design collateral materials including web and digital resources in support of the project.
- Identify, describe, and implement a comprehensive strategy and methodology for community involvement, including development of a key stakeholder list.
- Develop a list of historic ethnic and cultural influences or individuals associated with the University Heights and Haskell Heights neighborhoods.

We understand that this project is funded by a National Park Service Certified Local Government grant administered by the Arkansas Historic Preservation Program (AHPP), and that project deliverables and timelines must meet the terms of the grant agreement. This project will begin by August 15, 2023 and conclude by September 30, 2024.

Competitive Advantage and Value-Added Benefits

Below are ways our team offers a competitive advantage and value-added benefits.

- **We know Fayetteville.** Our forthcoming *Fayetteville Heritage and Historic Preservation Master Plan* provides invaluable insight into Fayetteville's history and built environment. Through the project's extensive background research; historical overview of the City, its modernism history, and key Modernistic architects; and communications plan and public outreach, we are already aware of key sources, trends, and stakeholder groups in Fayetteville. The study's limited windshield study even included parts of University and Haskell Heights. Our value-add and advantage is that we will not be starting from ground zero with the context study; we already have many of the sources and knowledge we need to begin work, resulting in time and cost savings

that can translate to a more robust context study. We also understand the development pressures the city is facing. We know that our study comes at a critical time, and we are committing to preparing a useful and enduring product that will serve as the foundation for future work.

- **Arkansas is our stomping ground.** We have completed nine studies for municipal clients in Arkansas in the last three years. We know the state, the resources and repositories useful for historic preservation work, and the personnel at the AHPP. Our closest employee to Fayetteville is just two hours by car, translating to significant travel cost savings.
- **We are context writing experts.** We have written innumerable historic contexts for historic resources studies and local/NRHP nominations, including countless neighborhood projects. We understand the content that is needed to support future evaluations and nominations and will provide a thoughtful and well-written, turn-key product.
- **We'll say it, our team is stacked.** With more than 20 historians and architectural historians on staff we can select those who are best suited for your project. Emily Reed is a respected industry leader who expertly guides municipalities through complex historic preservation projects, including prior coordination with City of Fayetteville staff. Sandy Shannon skillfully leads teams through project tasks in Arkansas and beyond and is a modernism lover who jumps at the chance to work on projects involving mid-twentieth century architecture. Writers Emily Rinaldi-Williams and Izabella Nuckels have abundant experience documenting the history of twentieth-century neighborhoods and the myriad architectural styles they comprise. Seasoned veterans Amy E. Dase and Adrienne Vaughan Campbell have extensive knowledge and experience that allows them to ensure our products are the best they can be.
- **We invest in the tools and technologies we need to do a job well.** We subscribe to a variety of resources to best research, collaborate, and organize our context studies. From digitized archival newspaper, Ancestry.com, and JStor subscriptions to the reference management system Endnote, we have the tools needed for robust, efficient, and organized research and writing.
- **We'll do it well, on time and on budget.** We have a reputation for quality and a track record of completing CLG grant projects on time and on schedule. Our repeat clients, like the Cities of San Antonio, Texas, Little Rock, Arkansas, and Slidell, Louisiana, to name a few, are evidence of our success.

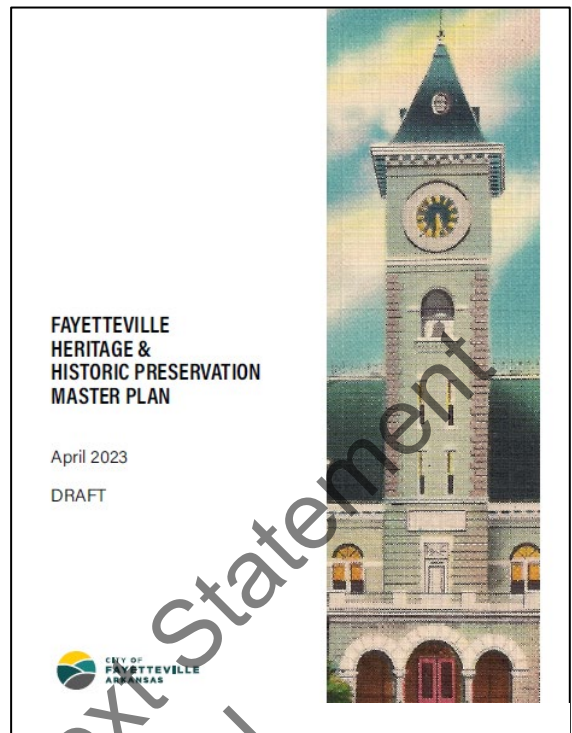


Figure 1. Stantec prepared the 2023 Fayetteville Heritage and Historic Preservation Master Plan, making us intimately familiar with the City's history and historic preservation background.

Scope of Services

In this section, we describe the main principles guiding Stantec's approach to developing the neighborhood history and provide a detailed description of the key project tasks and deliverables. Throughout these tasks, Stantec historians will virtually attend a minimum of four meetings with City staff to update staff on the development of the document. Stantec will assist the City in submitting content for quarterly reports to the AHPP detailing programmatic and fiscal progress of work.

As further described in the following sections, Stantec has identified the following information, data, and assistance needs from the City for a successful project:

- AHPP communications regarding the project
- Historical material on file with the city (e.g., photographs, maps, permits)
- Communications coordination (identification of channels; review of drafts and distribution)
- Outline and context review
- Review and consolidation of commissioner comments on context

Project Initiation

Upon selection as the firm to complete the neighborhood context, Stantec will participate in a kickoff meeting with the City of Fayetteville. The meeting will be held within 14 days of execution of the contract. Items to discuss and finalize during this task may include:

- Obtain AHPP communications regarding the project
- Request access to any digitized historical information the City or other entities may have, such as historic-period photographs, plat maps, and building permits
- Identification of neighborhood outreach channels and introduction to neighborhood contacts, as applicable
- Final schedule development

Decisions reached during this collaborative phase will be documented in a work plan and project schedule that Stantec will submit for approval.

Public Communications Plan and Outreach

Our experience has proven that public outreach is incredibly important for historic preservation projects. The foundation for community-supported preservation efforts are members of the community who are well-informed and provided the opportunity to participate in the process. Stantec's approach to public outreach for the City of Fayetteville has three primary goals: distribute information about the project, gather information about neighborhood history, and promote an appreciation for the unique histories of University Heights and Haskell Heights and foster a sense of pride.

We will begin our community outreach efforts by identifying key project stakeholders and institutions and organizations serving each neighborhood and determining appropriate channels for communicating information. Our communications plan will be developed based on this information, our existing understanding of the City's media and messaging preferences and methodologies, and the City's preferences for this project. Our team is experienced in providing engaging and public-friendly content for a variety of platforms. For this project, Stantec proposes to provide draft:

- Website content (1 page)



Figure 2. Engaging and varied public engagement, like this social media post, were part of Stantec's communications strategy for the City's forthcoming historic preservation plan.

- Social media content (3 posts; at the beginning, middle, and end of the project)
- Email content (3 emails; at the beginning, middle, and end of the project)

The draft communications plan will be submitted to the City for review. After one round of consolidated comments, Stantec will revise and resubmit the final communications plan. If the project commences prior to the September 2023 Historic District Commission and Black Heritage Preservation Commission meetings, Stantec will virtually attend the meetings during staff presentations. The methodology and schedule outlined in the plan will be adhered to over the course of the project.

Research

Stantec's architectural historian and historians will conduct research to aid the development of a historic context study of University Heights and Haskell Heights. Primary and secondary sources to be collected will be published and unpublished materials that relate to the area's early agricultural history; the development of the neighborhoods, including the developers, architects, and builders involved; the architecture of the buildings; and the groups of people who have historically lived in each community. In addition to familiarity with the scholarly publications and primary source materials for major trends in history, architecture, and community development, the Stantec team has identified the following sources as potentially relevant when developing the historic context for the neighborhoods:

- Issues of newspapers through our subscriptions to Newspaperarchive.com and Newspapers.com, including *The Arkansas Sentinel*, *The Arkansas Times*, *The Fayetteville Democrat*, *Northwest Arkansas Times*, and others.
- Sanborn fire insurance maps for Fayetteville, Arkansas from 1886, to 1955 (Library of Congress)
- Historic-period topographic maps (U.S. Geological Survey)
- High resolution historical aerial images from 1968 to 2022 (U.S. Geological Survey, GoogleEarthPro, and our subscription to Historicaerials.com)
- Digital collections from the University of Arkansas
- Arkansas State Archives
- Materials available from local repositories, including the Fayetteville Public Library, the Shiloh Museum of Ozark History, and the Washington County Historical Society.
- University of Arkansas Special Collections Library, including:
 - o Cyrus Sutherland Collection
 - o Fay Jones Collection
 - o Shared History: Fayetteville and the University of Arkansas
 - o University of Arkansas Campus Collection of historical photographs
- Previous identification/documentation:
 - o AHPP National Register & Survey Database
 - o Fayetteville Heritage and Historic Preservation Plan historical overview
 - o City of Fayetteville resources including the Historic Sites Map and historic preservation program files
 - o Relevant NRHP nominations (list)
 - The Arkansas Designs of Fay Jones Multiple Property Submission (2000)
 - North Gavin Drive Historic District (2021)
 - University of Arkansas Campus Historic District (2009)

STANTEC ALREADY HAS A PRELIMINARY COLLECTION OF RELEVANT SOURCES FOR DEVELOPING THE HISTORIC CONTEXT FROM OUR RECENT CITY OF FAYETTEVILLE HISTORIC

Information obtained during community input activities described in the previous section will also be incorporated, as appropriate. We will compile an ArcGIS Online map to analyze the study area. It will depict the study boundaries and parcels in the study area categorized by the decade of building activity (Figure 3). We will georeference high resolution historical aerial images and topographic and Sanborn maps to align with current aerial images, providing our team with an understanding of development over time and a comparison with current conditions.

Online research will commence initially with onsite research to coincide with field investigations. Limited field investigations will guide the study and property type development. As substantive field survey is outside the scope of this project, but an understanding of the neighborhood's built environment and an understanding of property types is necessary to develop a context, architectural historians will conduct a windshield survey of each neighborhood, driving each street and noting the general setting, character, and composition, and stopping to take representative overview photographs to be used for illustrative purposes in the context.

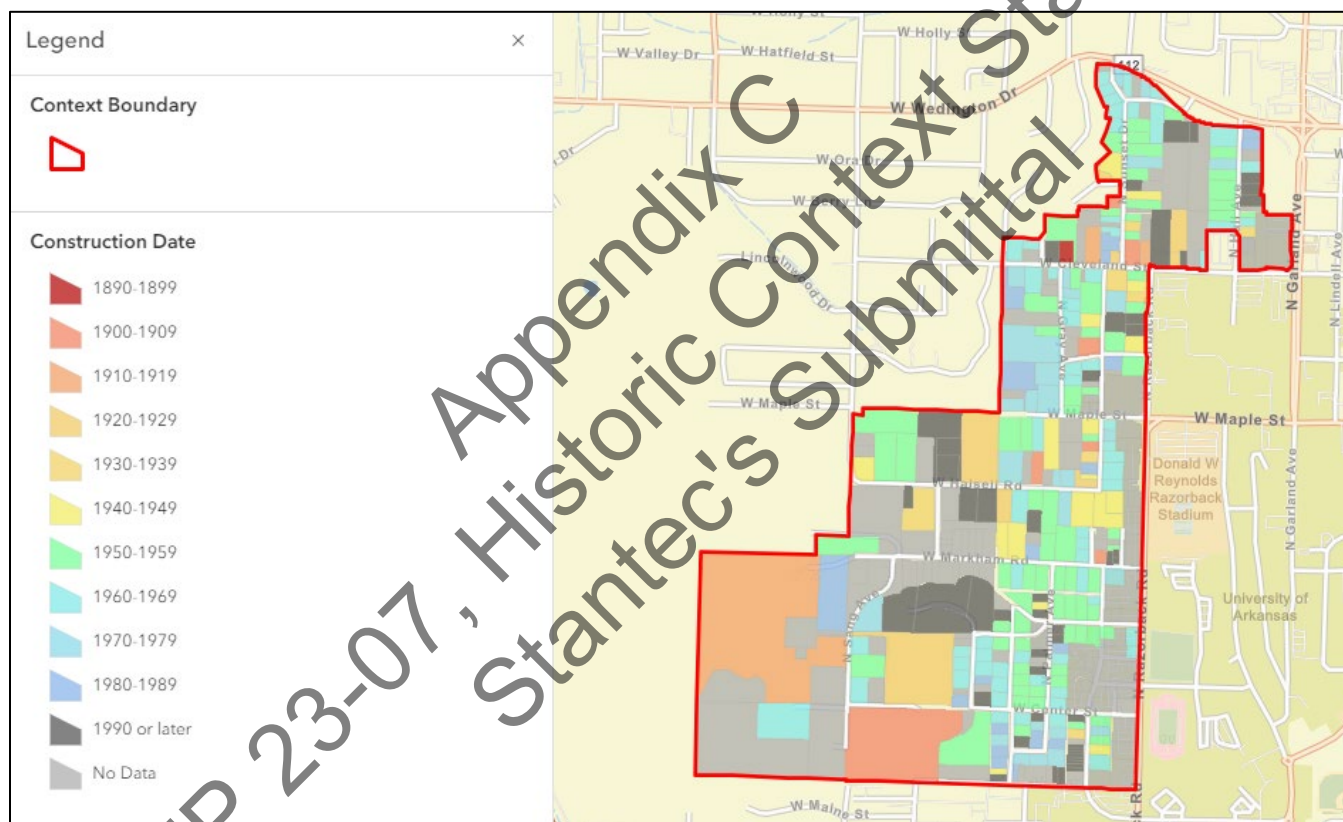


Figure 3. Stantec uses technical solutions for an informed historic context. As part of our research, we prepare and analyze GIS-based maps depicting the decade of building activity for each parcel in the study area, current and historical aerial images, and historical maps to broadly understand the settlement and development trends of the study area. This map shows the range of construction dates and concentrations of contemporaneous building activity in University Heights and Haskill Heights (Data: Washington County Assessor's Office).

Outline

Stantec will prepare an outline for the context based on the results of the research. We have preliminary identified major components of the context including an introduction and description of the methodology; themes and subthemes of significance; property types and major architectural styles and trends; historic ethnic and cultural influences or notable individuals associated with the neighborhoods; and a bibliography. In developing the outline, the Stantec team will follow applicable guidance from the AHPP and NPS. The context outline will go through Stantec's rigorous three-part quality QA/QC process. This process ensures accurate, complete, and reliable documentation based on thoughtful and considered consensus. Following our internal review, the Stantec team will submit an outline for the context to the City of Fayetteville for review.

Historic Context

Stantec's draft historic context will synthesize the history of University Heights and Haskill Heights between inception and current day. The study, numbering approximately 25–30 pages, will provide a framework for understanding the key events, patterns, and people associated with the development of the neighborhoods' built environment. Topics will include the early agrarian history of the area, factors influencing the development of the neighborhood, platting and neighborhood settlement, individuals and companies responsible for neighborhood development, and the architectural qualities of the neighborhood's buildings.

Our report will be of sufficient breadth and complexity to illustrate key information, and the text will be direct, to the point, and easily understood by the general public. The report will include relevant photographs, tables, and maps to supplement the text. In addition, Stantec will develop an overall map depicting neighborhood boundaries. Before submission, the draft report will go through Stantec's QA/QC process and technical editing. Following our internal review, the draft report will be submitted to the City of Fayetteville and AHPP for review. Stantec will address one round of reviewed and consolidated comments by the City contact and revise the report to incorporate all required revisions.

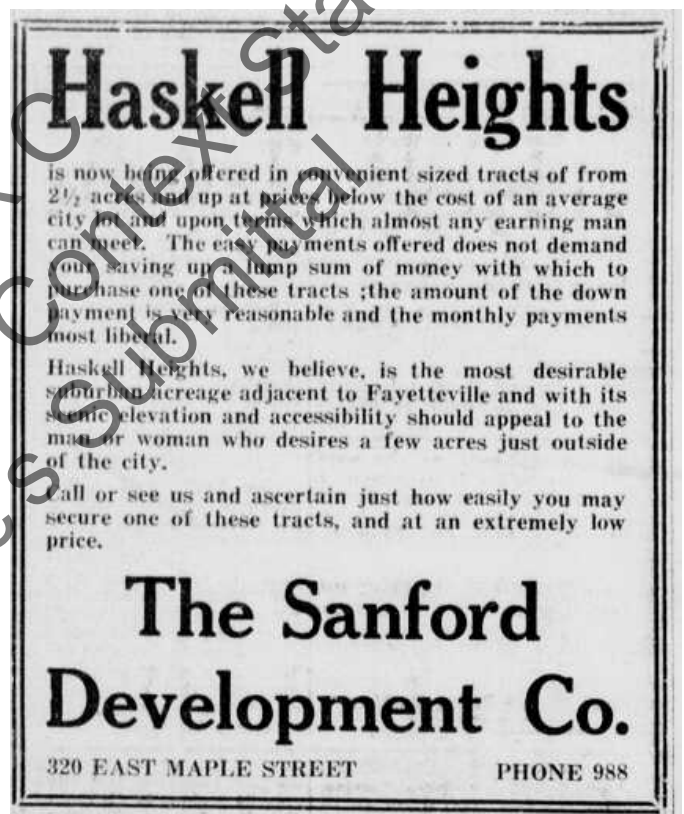
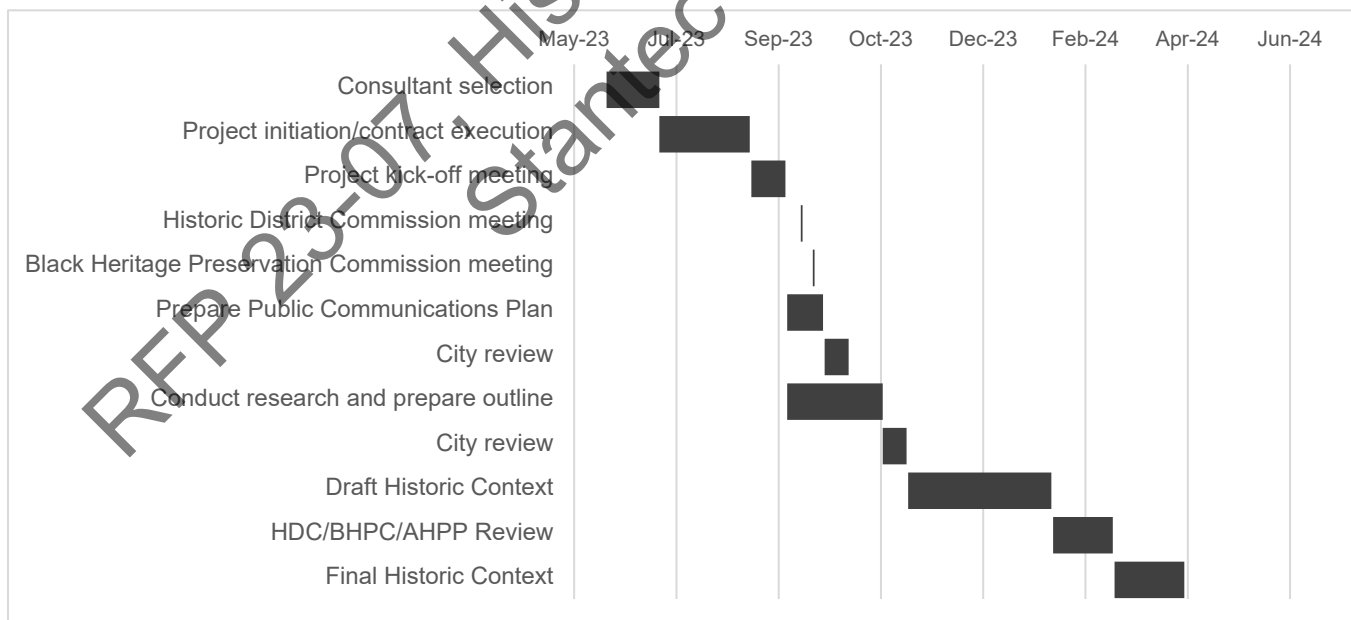


Figure 4. A 1934 *Fayetteville Daily Democrat* advertisement for Haskell Heights.

PART VII. PROJECT SCHEDULE

We have reviewed the CLG Grant Agreement with the AHPP and will bring our understanding of the grant requirements as well as our extensive prior experience with grants to bear to ensure that the project progresses smoothly and in accordance with all stipulations. The schedule below was prepared accordingly and accommodates completion in advance of the grant deadline of September 30, 2024. This schedule presents our suggestion for best management of the project but could be adjusted as necessary following Stantec's selection as the vendor.

Task	Working Days Duration	Start Date	End Date	Calendar Days Duration
Consultant selection	21	May-23	June 23, 2023	31
Project initiation/contract execution	37	June 23, 2023	August 15, 2023	53
Project kick-off meeting	14	August 16, 2023	September 5, 2023	20
Historic District Commission meeting	1	September 14, 2023	September 14, 2023	1
Black Heritage Preservation Commission meeting	1	September 21, 2023	September 21, 2023	1
Prepare Public Communications Plan	15	September 6, 2023	September 27, 2023	21
<i>City review</i>	10	September 28, 2023	October 12, 2023	14
Conduct research and prepare outline	40	September 6, 2023	November 1, 2023	56
<i>City review</i>	10	November 1, 2023	November 15, 2023	14
Draft Historic Context	60	November 16, 2023	February 8, 2024	84
<i>HDC/BHPC/AHPP review</i>	25	February 9, 2024	March 15, 2024	35
Final Historic Context	30	March 16, 2024	April 26, 2024	41



PRICE PROPOSAL

Stantec proposes a budget of **\$24,671** for the project. A breakdown of labor and non-labor expenses is provided below. The project would be structured as lump sum, to be billed on a percent-complete basis. Should the City request additional services during project initiation or during the project, the hourly fee schedule provided in this budget would be applicable.

RFP 23-07, Historic Context Statement
Appendix C
Stantec's Submittal

	<i>Project Manager/ Principal</i>	<i>Deputy Project Manager/ Senior Historian</i>	<i>Senior Historian 1</i>	<i>Senior Historian 2</i>	<i>Historian 1</i>	<i>Historian 2</i>	<i>GIS Analyst</i>	<i>Admin/Clerical/ Tech Editor</i>	
Task									<i>Totals</i>
<i>Project management/administration</i>	8	2			1	1		2	14
<i>Public communications plan and outreach</i>	2	4	1	1	4	4			16
<i>Research and outline</i>	2	16	3	3	18	18			60
<i>Draft historic context</i>	4	30	4	4	24	24	4	8	102
<i>Final historic context</i>	2	6	3	3	4	4		3	25
Total Hours	18	58	11	11	51	51	4	13	217
Cost Rate	\$52.52	\$43.40	\$41.54	\$31.48	\$31.60	\$35.80	\$33.84	\$22.68	-
Total Cost	\$945.36	\$2,517.20	\$456.94	\$346.28	\$1,611.60	\$1,825.80	\$135.36	\$294.84	\$8,133.38
Overhead (165.25%)	\$1,562.21	\$4,159.67	\$755.09	\$572.23	\$2,663.17	\$3,017.13	\$223.68	\$487.22	\$13,440.41
Profit (10%)	\$250.76	\$667.69	\$121.20	\$91.85	\$427.48	\$484.29	\$35.90	\$78.21	\$2,157.38
Expenses									\$940.40
									\$24,671.57

Expenses	<i>Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Total</i>
<i>Rental Car</i>	Day	2.00	\$80.00	\$160.00
<i>Fuel for Rental Car</i>	Gallon	30.00	\$4.00	\$120.00
<i>Flight (coach)</i>	RT	1.00	\$450.00	\$450.00
<i>Lodging (GSA rate + taxes)</i>	Night	1.00	\$110.40	\$110.40
<i>Per Diem</i>	Day	2.00	\$50.00	\$100.00
				\$940.40

Appendix A

Resumes



1001 N. Sunset, University/Haskell Heights
Source: Andy Shupe, *Arkansas Democrat Gazette*



Emily Reed

US Technical Area Leader, Architectural History
16 years of experience



Emily is Stantec's national Technical Leader for Architectural History. She has over 15 years experience in property assessments, historic preservation, and related work, including research, documentation, and regulatory compliance. She manages a team of 10+ historians in four states. Her expertise includes surveying, assessing, and documenting historic properties and determining eligibility for the National Register of Historic Places in compliance with Section 106 and NEPA; Section 4(f) determinations; archival research; and historic context development. She meets the Secretary of the Interior's professional qualifications for Architectural Historian.

EDUCATION

MS, Historic Preservation, University of Texas, Austin, Texas, 2010

BA, History and Art History, University of North Carolina, Chapel Hill, North Carolina, 2006

PROJECT EXPERIENCE

Historic Context Study for School Architecture in Maryland | Preservation Maryland | Statewide

Preparation of a historical context study documenting the state's educational history and school architecture from the earliest schooling efforts in the state through the 1970s to provide a framework for future NRHP eligibility evaluations. The context focuses on documenting the state's post-World War II school construction boom, identification of underrepresented histories, and the role integration played in the evolution of the educational built environment. Our team will use crowdsourcing among stakeholders, scholars, and other persons knowledgeable about schools and Civil Rights history in Maryland to develop a list of resources that will undergo further documentation, recordation, or preservation. 2021-present.

Historic Resources Survey for City of Graham | City of Graham | Alamance County, NC

Principal Investigator for a locally-sponsored historic resources survey of the downtown commercial district. Our team is tasked to conduct historic context research, complete a survey update for the Graham Historic District (listed in the NRHP in 1983), and survey additional proximate properties. The district comprises the courthouse square and its surrounds, including mid-nineteenth to early twentieth century commercial, institutional, and residential resources associated with the early development of Graham that reflect popular architectural styles and building trends of the era. Our team will guide the City through an update to the NRHP listing, including consideration of boundary and period of significance changes. 2021-present.

University Park Survey and NRHP District Nomination

for City of Little Rock | City of Little Rock | Pulaski County, AR

Survey and NRHP nomination of University Park, a predominately Black neighborhood associated with the city's mid-twentieth century urban renewal efforts. In addition to documenting the neighborhood's developmental and social history, our team will explore the contributions of prominent Black members of the community who resided in the neighborhood. Oral history interviews will also be conducted with current and former residents, which will supplement archival research. The project is funded by a grant from the NPS and must meet federal and Arkansas SHPO standards. 2021-present.

Hillcrest NRHP Historic District Survey Update, City of Little Rock | City of Little Rock | Pulaski County, AR

Historic resources re-survey of a portion of the Hillcrest National Register Historic District in preparation for a future NRHP amendment. The district was listed in the NRHP in 1990 under Criteria A and C in the areas of Community Planning and Development and Architecture as an example of a streetcar suburb in Little Rock with a collection of architectural styles popular from the turn of the century to World War II. The survey area comprises approximately 500 resources, most of which require incorporation and comparison of previous survey data. The project is funded by a Certified Local Government grant through the Arkansas SHPO and must be completed in accordance with SHPO and NPS standards. 2021.

Historic Resources Survey of Country Club Colony & Retta Brown Neighborhoods, El Dorado | El Dorado Historic District Commission | Union County, AR

Principal Investigator for historic resources surveys for the City of El Dorado. In 2020, the City completed a new preservation plan outlining Country Club Colony and Retta Brown as two neighborhoods prioritized for eligibility determination. Conducted a reconnaissance survey of both neighborhoods in compliance with Arkansas SHPO standards. 2022-present.



Sandy Shannon MHC

Architectural Historian
9 years of experience

Sandy is an Architectural Historian who specializes in municipally sponsored historic resources surveys and large-scale projects. Her experience includes surveying, assessing, and documenting historical properties and evaluating eligibility for the National Register of Historic Places (NRHP); archival research; local landmark and NRHP nominations; historic preservation and survey plans; historic context development; and creation of digital survey databases. She regularly serves as Project Manager for a variety of project types and clients, and has worked extensively in Texas, Oklahoma, Arkansas, and other states. She meets the Secretary of the Interior's professional qualifications for Architectural History.

EDUCATION

Master of Heritage Conservation, University of Southern California, Los Angeles, California, 2014

Bachelor of Science Psychology, University of Illinois, Urbana-Champaign, Illinois, 2003

SELECT PROJECT EXPERIENCE

Historic Resources Survey of Country Club Colony and Retta Brown Neighborhoods | El Dorado, Union County, AR | 2021–2022 | Project Manager

In 2020, the City of El Dorado adopted a preservation plan prioritizing two neighborhoods for NRHP eligibility determinations: Country Club Colony, established in the early twentieth century next to the El Dorado Golf and Country Club and developed through the post–World War II years, and Retta Brown, a post–World War II development with a school at its center. In 2021, the City retained Stantec to conduct a reconnaissance survey of both neighborhoods in compliance with Arkansas SHPO standards. Deliverables included survey reports, historic contexts, and Arkansas Architectural Resources Survey Forms and Ancillary Structures Forms. The project was funded through a grant from the National Park Service and required review by Arkansas Historic Preservation Program staff.

Historic Resources Survey of Old Town Topeka Neighborhood | City of Topeka | Topeka, Shawnee County, KS | 2021–2022 | Architectural Historian

Intensive-level historic resources survey of approximately 150 properties in the Old Town Neighborhood of Topeka, including some of the city's earliest development. Survey report includes a historic context, architectural analysis, and inventory forms for each property. Project is funded by the Historic Preservation Fund through the SHPO/Kansas Historical Society.

Historic Context Study of School Architecture in Maryland | Preservation Maryland | MD | 2021–2022 | Project Manager

Project Manager for preparation of a historical context study documenting the state's educational history and school architecture from the earliest schooling efforts

in the state through the 1970s to provide a framework for future NRHP eligibility evaluations. The context focuses on documenting the state's post–World War II school construction boom, identification of underrepresented histories, and the role integration played in the evolution of the educational built environment. Stantec will use crowdsourcing among stakeholders, scholars, and other persons knowledgeable about schools and Civil Rights history in Maryland to develop a list of resources that will undergo further documentation, recordation, or preservation.

University Park Survey and NRHP District Nomination | City of Little Rock | Little Rock, Pulaski County, AR | 2022 | Architectural Historian

Survey and NRHP nomination of University Park, a predominately Black neighborhood associated with the city's mid-twentieth century urban renewal efforts. In addition to documenting the neighborhood's developmental and social history, Stantec will explore the contributions of prominent Black members of the community who resided in the neighborhood. Oral history interviews will also be conducted with current and former residents, which will supplement archival research. The project is funded by a grant from the NPS and must meet federal and Arkansas SHPO standards.

Hillcrest NRHP Historic District Survey Update | City of Little Rock | Little Rock, Pulaski County, AR | 2021 | Architectural Historian

Historic resources re-survey of a portion of the Hillcrest National Register Historic District in preparation for a future NRHP amendment. The district was listed in the NRHP in 1990 under Criteria A and C in the areas of Community Planning and Development and Architecture as an example of a streetcar suburb in Little Rock with a collection of architectural styles popular from the turn of the century to World War II. The survey area comprises approximately 500 resources, most of which require incorporation and comparison of previous survey data. The project is funded by a Certified Local Government grant through the Arkansas SHPO and was completed in accordance with SHPO and NPS standards.



Adrienne Campbell

Senior Architectural Historian
21 years of experience



Adrienne is an Architectural Historian with over twenty years of experience in property assessments, historic preservation, and related work, including research, documentation and regulatory compliance. Her current responsibilities include surveying, assessing, and documenting historic properties and determining eligibility for the National Register of Historic Places in compliance with Section 106 and NEPA; Section 4(f) determinations; archival research; and contextual documentation. Adrienne has worked on a wide variety of projects across the state of Texas and United States, including highways, military, transmission lines, communication towers, railroads, and public and private development. She meets the Secretary of the Interior's professional qualifications for Architectural Historian.

EDUCATION

BA, Anthropology and Art, College of William and Mary, Williamsburg, Virginia, 1997

MS, Historic Preservation, University of Texas, Austin, Texas, 2004

PROJECT EXPERIENCE

Historic Resources Survey of Old Town Topeka Neighborhood | City of Topeka | Shawnee County, Kansas

Project Historian for intensive-level historic resources survey of approximately 150 properties in the Old Town Neighborhood of Topeka, including some of the city's earliest development. Survey report includes a historic context, architectural analysis and inventory forms for each property. Project is funded by the Historic Preservation Fund through the SHPO/Kansas Historical Society. 2021-present.

Historic Context Study for School Architecture | Preservation Maryland | Maryland

Preparation of a historical context study documenting the state's educational history and school architecture from the earliest schooling efforts in the state through the 1970s to provide a framework for future NHP eligibility evaluations. The context focuses on documenting the state's post-World War II school construction boom, identification of underrepresented histories, and the role integration played in the evolution of the educational built environment. CMEC will use crowdsourcing among stakeholders, scholars, and other persons knowledgeable about schools and Civil Rights history in Maryland to develop a list of resources that will undergo further documentation, recordation, or preservation. 2021-present.

Historic Resources Surveys of Aransas | JMT | Texas

Countywide historic resources surveys of three large, rural counties in Texas that have minimal prior documentation for the Texas Historical Commission. Project tasks include a comprehensive literature review for each county, identification and mapping of known historic resources, development of countywide historical context statements, preparation of county-

wide survey plans, public involvement, and survey and documentation of thousands of properties constructed before 1974. 2020-present.

Historic Building Survey for North Loop, Hancock, and Upper Boggy Creek Neighborhoods, City of Austin | City of Austin | Travis County, Texas

Grant funded survey of over 4,000 resources constructed prior to 1974 in the northeast half of North Central Austin. Field survey and photo documentation was conducted on tablets using our cloud-based and GIS-enabled survey database. Project includes survey documentation of fields on the THC survey form, historic context development, public outreach, oral history interviews, archival research, and development of recommendations regarding historic districts, individual landmarks, and potential heritage tourist destinations. 2019-present.

Historic Resources Reconnaissance Survey of Two Arkansas Army National Guard Facilities, multiple locations | Arkansas Army National Guard | Arkansas

Principal Investigator for a historic resources survey and evaluation of two historic-age resources at Arkansas Army National Guard facilities in Marshall and North Little Rock. Researched the history of these facilities to add to the existing historic context for the Army National Guard in Arkansas. Recorded the historic-age resources on Arkansas architectural survey forms and created a report for compliance with Section 106 and 110 of the National Historic Preservation Act (NHPA). 2018.

Historic Structures Reconnaissance Survey of Three Arkansas Army National Guard Facilities, multiple locations | Arkansas Army National Guard | Arkansas

Conducted survey and evaluation of three historic-age resources at two Arkansas Army National Guard facilities in Ozark and Prescott. Researched the history of these facilities to add to the existing historic context for the Army National Guard in Arkansas. Recorded the historic-age resources on Arkansas architectural survey forms and created a report for compliance with Section 106 and 110 of the National Historic Preservation Act (NHPA). 2017-2018.



Amy Dase MA

Senior Historian
38 years of experience



Amy is a Senior Historian with more than 35 years of experience managing and producing cultural resources management projects of all types in 14 states that span portions of the Northwest, Southwest, Midwest, Southeast, and Atlantic Seaboard. Her expertise includes surveying, assessing, and documenting historic-age resources and determining their eligibility for the National Register of Historic Places (NRHP) for compliance with Sections 106 and 110 of the National Historic Preservation Act, the National Environmental Protection Act, and state regulations; archival research using local, state, federal, and international sources; oral history research; and historic context development. She launched her cultural resources management career with seven years in the NRHP Programs Office of the Texas Historical Commission, the state's historic preservation office. Amy's historiographical knowledge encompasses multiple areas of significance, especially agriculture, architecture, historic non-aboriginal archeology, community planning and development, ethnic heritage, industry, military, social history, and transportation. Her extensive research specialties include underrepresented communities and their significant fragile resources. She is expert at adeptly preparing accurately reported, well organized, clearly written deliverables. She exceeds the Secretary of the Interior Professional Qualifications Standards for Historian and Architectural Historian.

EDUCATION

MA, History, Middle Tennessee State University,
Murfreesboro, Tennessee, 1990

PhD, History, Texas A&M University, College Station,
Texas, 2022

BA, History, Northwestern University, Evanston,
Illinois, 1985

PROJECT EXPERIENCE

Statewide Educational History and School
Architecture NRHP Context for Preservation Maryland
| Preservation Maryland | MD

This peer-reviewed historic context study documenting Maryland's educational history and school architecture, focuses on the post-World War II era. The study will document underrepresented histories and the role that desegregation played in changing the built environment of Maryland schools. Schools and people associated with educational integration during the Civil Rights movement will be identified. 2021–ongoing.

University Park Historic District NRHP Nomination |
City of Little Rock | AR

Research director for survey and NRHP nomination for a predominately Black neighborhood associated with the city's mid-twentieth century urban renewal efforts. CMEC is studying the contributions of prominent Black community members who resided in the neighborhood, which was developed on the heels of Civil Rights victories in Little Rock. Oral history interviews will be conducted with current and former residents and supplement archival research. 2020–ongoing.

Shield Ranch NRHP Nomination, Travis and Hays
Counties | Shield Ranch Foundation | TX

Principal investigator/project historian documented 255 historic-age resources during reconnaissance survey on the Shield Ranch for development of a subsequent NRHP nomination that Amy authored. The ranch, significant for historical associations with twentieth-century goat and sheep ranching and potential to yield information through sites associated with nineteenth-century Euro-American settlement, has 150 contributing resources built between about 1870 and 1970. 2018–2020.

Interim Analysis Study in Frost Town for TxDOT-ENV
| TxDOT-ENV | TX

Principal investigator/project historian for intensive archival research and analysis of historic archeological resources in Frost Town for the Elysian Viaduct, Houston, Harris County, Texas, for the Texas Department of Transportation, Environmental Affairs Division, Archeological Resources Branch. 2016.

Reconnaissance Historical Resources Study along
Segment B of SH 99 for the Grand Parkway
Association, Brazoria and Galveston Counties |
AECOM | TX

Principal investigator/major author supervised the project historian documenting 67 historic-age resources, including the South Texas Water Company Canal, the Briscoe Canal, and the American Canal, all irrigation-related resources. Prepared historic context, assessment of integrity, and made recommendations regarding National Register of Historic Places eligibility for Section 106 compliance. 2013–2016.



Izabella Nuckels MSHP, AIC PA

Historic Preservation Specialist
11 years of experience

Izabella is a Historic Preservation Specialist over ten years of experience in property assessments, historic preservation, preservation education, research, and related work, including historic architectural material analysis, building documentation, and NRHP-eligibility determinations. Her current work includes surveying, researching, assessing, and documenting historic properties with particular focus on determining modifications and alterations to plans and character-defining features. She works on a variety of historic preservation projects, focusing on the documentation and assessment of individual buildings and their materials. She meets the Secretary of the Interior's professional qualifications for Architectural Historian.

EDUCATION

Master of Science, Historic Preservation, University of Texas at Austin, Austin, Texas, 2016

Bachelor of Arts, Urban Studies, Barnard College at Columbia University, New York City, New York, 2007

PROJECT EXPERIENCE

Historic Resources Reconnaissance Survey from Hopkins Street from Bishop Street to Moore Street* | TxDOT Austin District | Hays County, TX | 2018 | Project Historian

Project historian for a TxDOT reconnaissance-level survey of over 100 historic-age properties along Hopkins Street in San Marcos, Texas. Project components involved development of a Research Design and Historic Resources Survey Report, survey and documentation, analysis of survey results, recommendations for NRHP eligibility, and development of survey forms.

Historic Resources Survey * | City of Covington | Covington, St. Tammany Parish, LA | 2017-2018 | Project Historian

Project historian for a locally-sponsored historic resources survey of residential and commercial resources. The City of Covington retained CMEC to develop a comprehensive and up-to-date inventory of historic-age properties within the Division of St. John National Register Historic District. CMEC was tasked with re-surveying resources documented in the NRHP nomination and surveying resources that reached historic-age (built in 1970 or earlier) since the 1982 nomination. The study also involved a windshield survey of surrounding neighborhoods and documentation of select properties with potential historical significance. In total, 300 resources were documented using a tablet-based data collection and reporting system designed in accordance with Louisiana SHPO methodologies. Information from the NRHP nomination and a previous survey was incorporated into the survey records. Public involvement tasks included public meetings and coordination with local historians. Deliverables

included an updated historic context, recommendations for a potential NRHP boundary change, identification of contributing and non-contributing resources within the existing NRHP district, results of the windshield survey, and recommendations for resources that may be eligible for local, state, or national designation. Also assisting the City with a formal update to the NRHP nomination with the NPS.

Historic Resources Survey * | City of League City | League City, Galveston County, TX | 2017-2018 | Project Historian

Project historian for a locally-sponsored historic resources survey of 250 residential and commercial resources. Evaluated the survey areas for additional potential historic districts, assigned preservation priorities, identified local landmark and NRHP-eligible resources, and made recommendations for updates to the City's existing historic district. Led public involvement, including kickoff meeting and final recommendations presentation to public, City board and staff.

Trinity University Historic District National Register Nomination* | Trinity University | San Antonio, TX | 2016 | Historian

Collaborated with Architexas staff on developing and submitting a National Register of Historic Places nomination for Trinity University in San Antonio as a historic district. The project involved documentation of the campus buildings; determination of an area and period of significance as well as a statement of significance; development of a historic context; research on the construction history of the campus, alterations to each building, and the architect; and preparation of a National Register nomination. Due to the continuous evolution of university campus buildings, modifications and alterations to each building were thoroughly researched and documented. The Trinity University Historic district was successfully listed in the NRHP in 2018.

* denotes projects completed with other firms



Emily Rinaldi-Williams MS

Architectural Historian
8 years of experience · Los Angeles, California

As the Architectural Historian at Stantec, Emily's experience encompasses identifying, evaluating, and documenting a wide variety of historic resources/property types, and preparing evaluations for local, state, and national designation. She has worked on numerous project types within the Los Angeles region and has prepared historic structure reports, historic resource survey reports, Historic Preservation Tax Credit Certifications and Mills Act applications, historic context statements, condition assessments, local landmark applications, National Register nominations, HABS/HAER Documentation, and interpretive signage. Emily is experienced in coordinating with clients, state and federal agencies, and third-party consultants. She is also experienced in preparing CEQA and Section 106 environmental compliance documentation.

EDUCATION

Master of Science in Historic Preservation, Columbia University, Graduate School of Architecture, Planning, and Preservation, New York City, New York

Bachelor of Arts in History and Political Science, cum laude, New York University, New York, New York

CERTIFICATIONS & TRAINING

Architectural History, Secretary of the Interior's Professional Qualifications, National Park Service, Washington, D.C., 2017

Section 106 Training Seminar, National Preservation Institute, San Francisco, California, 2019

AWARDS

2020 California Preservation Foundation Preservation Design Award in Cultural Resource Studies for the Jay Littleton Ball Park Historic Structure Report

2022 California Preservation Foundation Preservation Design Award for Rehabilitation, Casa de Rosas, Los Angeles, CA

2022 Los Angeles Conservancy Preservation Award, Casa de Rosas, Los Angeles, CA

PROJECT EXPERIENCE

NRHP NOMINATIONS

Edmund "Rochester" Anderson House National Register of Historic Places Nomination* | Private Owner | Los Angeles, California | Architectural Historian, Co-Author

Assisted in the preparation of a National Register of Historic Places (NRHP) nomination while employed at GPA Consulting. The property was the residence of Edmund "Rochester" Anderson, a radio, film, and television actor. He began his career in show business as a teenager performing on the vaudeville circuit, and in 1937, became the first African American to have a regular role on a national radio program playing the part of Rochester on The Jack Benny Program. The residence was listed in the

National Register in 2020 under the Historic Resources Associated with African Americans in Los Angeles Multiple Property Documentation form. The nomination included conducting archival research and fieldwork, authoring an architectural description, and evaluating the residence under NRHP Criterion B.

HISTORIC CONTEXT DEVELOPMENT

SurveyLA Residential and Suburbanization Historic Context Statement* | Los Angeles, California | Architectural Historian, Co-Author

Served as co-author of the historic context while employed at GPA Consulting. The identified themes and property types were coordinated with the Los Angeles Citywide Historic Context Statement that was developed for SurveyLA.

SurveyLA, Beaux Arts Classicism, Neoclassical, and Italian Renaissance Revival Architecture Context Statement* | Los Angeles, California | Architectural Historian, Co-Author

Served as co-author of a historic context statement for Beaux Arts Classicism, Neoclassical, and Italian Renaissance architecture in Los Angeles while employed at GPA Consulting. The identified themes and property types were coordinated with the Los Angeles Citywide Historic Context Statement that was developed for SurveyLA.

SurveyLA, African American History of Los Angeles, Historic Context Statement* | City of Los Angeles | Los Angeles, California | Architectural Historian, Co-Author

Served as co-author of a historic context statement for African American history in Los Angeles while employed at GPA Consulting. The identified themes and property types were coordinated with the Los Angeles Citywide Historic Context Statement that was developed for SurveyLA.

* denotes projects completed with other firms



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 23-07, Historic Context Statement

DEADLINE: Tuesday, May 23, 2023 before 2:00 PM, local time

Pre-Proposal Conference: Wednesday, May 10, 2023 at 2:00 PM, via Zoom

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 04/30/2023

**REQUEST FOR PROPOSAL
RFP 23-07, Historic Context Statement**

No late proposals shall be accepted. RFP's shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

*City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701*

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Director.

City of Fayetteville, AR
Request for Proposal
RFP 23-07, Historic Context Statement

The City of Fayetteville, Arkansas, seeks proposals from qualified firms with experience in municipal, comprehensive, urban and land use planning, economic analysis, and citizen involvement/participation, to prepare a Historic Context Statement for the University Heights and Haskell Heights neighborhoods in the City of Fayetteville. Any questions concerning this solicitation process should be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent, at abeilfuss@fayetteville-ar.gov or by calling (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Tuesday, May 23, 2023 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated; no late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

A non-mandatory pre-proposal conference will be held **Wednesday, May 10, 2023 at 2:00 PM** virtually via Zoom. Information regarding the pre-proposal conference is available on the project page on the City's electronic bidding platform. All interested parties are strongly encouraged to attend.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. Any firm providing a service shall be registered with the Arkansas Secretary of State.

Registration and good standing in the System for Award Management (SAM) will be required prior to contract execution.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

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.

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.

City of Fayetteville

By: Amanda Beilfuss, Sr. Purchasing Agent

P: 479.575.8220 abeilfuss@fayetteville-ar.gov

TDD (Telecommunications Device for the Deaf): (479) 521-1316

Date of advertisement: 04/30/2023

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.

Amount paid: \$XXX.XX.

RFP 23-07, Historic Context Statement
Appendix C
Stantec's Submittal

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
 - a. Submitting and responding to this RFP: Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.
 - i. Option 1 –Electronic Submittal (*strongly encouraged*): Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.
 - ii. Option 2 – Physical Submittal: All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single file.

(1) electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media shall not be restricted against saving or printing. Electronic copies shall not be submitted via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- i. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the right to the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required

hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".

- b. The Proposer shall promptly notify Amanda Beilfuss, City Sr. Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

10. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women-owned 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-owned business enterprises.

12. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said

proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

13. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that their proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate 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 Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

17. 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), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the

amount of \$1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

19. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. 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 of the last day of the current fiscal period without penalty or expense to the City.

21. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

22. NON-EXCLUSIVE CONTRACT:

Award of this RFP 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-phase contracts, this provision shall apply separately to each item.

23. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

27. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.

- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the

right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

CONTINUES ON NEXT PAGE

1. INTRODUCTION:

The City of Fayetteville, Arkansas, hereinafter referred to as “the City”, is requesting proposals from qualified firms with experience in writing historic context statements, performing historic property surveys, and facilitating citizen involvement/participation to prepare a Historic Context Statement for the University Heights and Haskell Heights neighborhoods in the City of Fayetteville, as described in the following Scope of Work. It is the intent of the City of Fayetteville to select a single firm or team to accomplish the services outlined in this Request for Proposals.

2. COMMUNITY & NEIGHBORHOOD BACKGROUND:

The City of Fayetteville, Arkansas is located across the Boston Range of the wider Ozark Plateau in Northwest Arkansas. It is the county seat of Washington County. The City is home to the University of Arkansas, which is located just outside the Downtown area. The City is more than 55 square miles in area with a population of 95,230 according to the 2021 American Community Survey estimations, making it the second largest city in Arkansas.

Fayetteville has a rich cultural history. The town was founded in 1828 on land that had previously been set aside for the western Cherokee Nation. Before the Cherokees, the land had been hunted by the Osage and Quapaw tribes. During the Civil war General Benjamin McCulloch ordered Confederate forces under his command to burn all the commercial buildings, military stores and vacant houses in Fayetteville. Very few structures survived or are preserved today; however, Fayetteville does have a wealth of historic structures from the late 19th century through mid-20th century, many representing vernacular materials and styles. Agricultural production was a significant part of the local economy from the post-Civil War era through WWII, and the University of Arkansas, established in 1871 as the first public university in Arkansas, has also been a significant contributor both to the local economy and to population growth. Faculty in the university’s School of Architecture and Design, named for famed alum and faculty member Fay Jones, are well known for residential work, particularly in the University Heights neighborhood described for this project.

On March 1, 1979 the Historic District Commission was created as a group of devoted local citizens concerned with improving and protecting the City’s unique historic and cultural resources. The Commission helps facilitate the identification, evaluation, preservation, restoration, protection, and enhancement of historical, cultural, and archaeological interests. The City of Fayetteville currently has 69 Historic Sites on the National Register and has an array of National Register Historic Districts and neighborhood associations with an eye on preservation. With the Citywide Heritage & Historic Preservation Master Plan underway and expected to be complete by summer 2023, the Commission is looking at additional projects to meet the plan goals, including the identification and protection of historic properties.

The Black Heritage Preservation Commission was established on September 7, 2021. The purpose of this Commission is to recognize, acknowledge, protect and preserve historical Black Structures and Cemeteries in honor of the vision, accomplishment, and perseverance of Fayetteville’s early Black families and individuals and the churches and other structures they built. Another Purpose of this Commission is

the creation of Black Historical Markers to recognize the struggles and achievements of our Black citizens to promote diversity and equality for all Fayetteville residents and to oppose discrimination against any person in Fayetteville. In June 2023 the Commission will be celebrating the unveiling of a historical marker and street naming honoring Nelson Hackett.

The University Heights and Haskell Heights neighborhoods are located directly to the west of the University of Arkansas main campus in Fayetteville. The approximate borders of the neighborhoods are Cleveland/Wedington Drive to the north, Razorback Road and Garland Avenue to the east, Nettleship Street to the south, and Sang Avenue to the west (see Attachment F). The Arkansas Historic Preservation Program, hereinafter referred to as "AHPP", conducted a site visit in 2017 and followed with a letter recommending an architectural survey and noting the potential importance of early farmhouses and houses with connections to faculty from the University of Arkansas. The neighborhoods comprised a total of 414 parcels and 389 structures in 2021, with at least 253 or 65% of the structures being greater than 50 years old, according to public records.

This project has had strong advocates for the past several years with the concurrence of the Historic District Commission. Due to development pressure, low housing supply and high demand, and a rapid increase in enrollment at the University of Arkansas, this neighborhood is at risk for redevelopment. Approximately 1,800 additional students were admitted to the University of Arkansas in 2022, and student housing complexes on available parcels near the main campus are regularly being submitted for development review. Additionally, homes in the University Heights neighborhood are increasingly becoming investment properties used for short-term rentals as University of Arkansas athletics and events have become a year-round draw. Large residential structures are being constructed between Razorback Road and Markham Hill, putting historic structures – particularly those on large lots – at high risk for redevelopment and removal of the remaining historic structures, particularly those owned as investment properties. Compounding that pressure is the lack of zoning protections for the historic structures in the neighborhood.

3. SCOPE OF WORK:

The purpose of this project is to prepare a framework for researching and documenting historic resources in two Fayetteville, Arkansas neighborhoods, University Heights and Haskell Heights, in the form of a historic context statement. This document would serve to support city staff, city commissioners, and property owners in their efforts to identify and protect historic resources in these neighborhoods. The primary intent of this project is to begin surveying resources and engaging residents in the process of establishing a local ordinance district while supporting the preparation of National Register nominations (one of which, the Anderson House, was recently submitted for consideration), including a Multiple Property Submission to the National Register of Historic Places (please see National Register Bulletin 16B, "How to Complete the National Register Multiple Property Documentation Form" at <https://www.nps.gov/subjects/nationalregister/upload/NRB16B-Complete.pdf> for more information). This project is also intended to help produce knowledge about development patterns, historical trends, and significant architectural features in the University Heights and Haskell Heights neighborhoods. Without compiling the information needed to establish this historic context statement, individuals would be required to complete their own research and city staff and commissioners would not have a basis for future considerations for such historic neighborhoods. While the final scope of services will be negotiated with the selected consultant, the City's baseline expectations include the following:

- a. Identify and assess the University Heights and Haskell Heights neighborhoods' history, including ties to the University of Arkansas and early farms.
- b. Identify key themes and periods of history for both neighborhoods.
- c. Establish clear neighborhood boundaries to assist with future surveys or policy proposals.
- d. Conduct research using primary and secondary sources, including resources at the University of Arkansas Special Collections Library, as available.
- e. Recommend a communications strategy to reach and engage stakeholders. Utilize available and existing resources and organizations focusing on the project neighborhoods.
- f. In collaboration with City staff, design collateral materials including web and digital resources in support of the project.
- g. Identify, describe, and implement a comprehensive strategy and methodology for community involvement, including development of a key stakeholder list.
- h. Develop a list of historic ethnic and cultural influences or individuals associated with the University Heights and Haskell Heights neighborhoods.

4. QUALIFICATIONS:

The identified project lead must meet the Secretary of the Interior's professional qualifications standards for performing work in the areas of 'History' or 'Architectural History'. These qualifications, which set specific minimum education and experience requirements, can be found online at: <https://www.nps.gov/articles/sec-standards-prof-quals.htm> (Attachment G). Respondents must articulate in their proposal how the designated project lead meets these minimum qualifications.

5. TENTATIVE PROJECT TIMELINE WITH AHPP DEADLINES:

July 15, 2023	Quarterly report due to AHPP
August 15, 2023	AHPP deadline for Consultant to be under contract
September 14, 2023	Project update presented to Historic District Commission (HDC)
September 21, 2023	Project update presented to Black Heritage Preservation Commission (BHPC)
October 15, 2023	Quarterly report due to AHPP
November 1, 2023	AHPP deadline for Consultant to begin work
January/February 2024	First draft of context statement reviewed by HDC and BHPC
March 11, 2024	First draft of context statement submitted to AHPP
April 2024	Final draft of context statement reviewed by HDC and BHPC
April 15, 2024	Quarterly report due to AHPP
April 29, 2024	Final draft of context statement submitted to AHPP

June 3, 2024

Final invoice submitted to City of Fayetteville

July 15, 2024

Final report submitted to AHPP

6. PROPOSAL FORMAT:

The proposal shall contain all sections listed herein and shall respond fully to all requirements of the RFP. Statement should be no more than twenty-five (25) pages; single sided, standard readable, print on standard 8.5X11 pages. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion:

Part I – Letter of Interest: Provide a letter of interest signed by an authorized consultant representative. Provide the names, offices, email addresses, and phone numbers for all key Consultant staff proposed to be involved in the project. The Proposal shall identify in which office(s) the majority of the work will occur. Acknowledge all issued addenda. Inclusion of all the items indicated above will constitute a passing score for this section (1-page maximum).

Part II – Consultant/Staff Qualifications: The Proposal shall include a company profile outlining the company's history and philosophy. This section will also provide a brief biography of key individuals proposed to be assigned to the project with an emphasis on a designated Project Manager. The Project Manager should be the individual conducting the day-to-day activities on this project. Each individual's proposed position / responsibility shall be indicated. Special emphasis shall be provided to the individual's background, qualifications, and experience on related and/or similar projects. The team must meet the Professional Qualification Standards for Historic Preservation set by the Secretary of the Interior (Attachment D).

At least three (3) client references, including name, description of past working relationship, and current contact information shall be listed for each key individual proposed. Any applicable professional licenses or certifications shall be listed for each individual. All known sub-Consultants needed to complete the project (individual or firm) must be identified. Inclusion of all the items indicated above with a clear representation of each team member's competency and successful past experience with related and/or similar projects, to include at least three positive client references for each key individual, will constitute a passing score for this section (5-pages maximum).

Part III – Management Approach: The Proposal shall include a discussion regarding the Consultant's intended management approach on this project, including coordination and monitoring of project schedule, cost, scope, communications, quality, resources and other management issues that the Consultant feels should be addressed (4-pages maximum).

Part IV – Related Project Experience: The Proposal shall include up to three (3) profiles of similar services in comparable organizations. Past projects must have been completed in the last ten (10) years and shall include: project name, project time frame, client name, and a detailed description that clearly justifies why the Consultant's past experience is applicable to this RFP. For each project, indicate which proposed key individuals worked on the project and describe the role/work they performed and their levels of involvement (5-pages maximum per project/6-pages maximum total).

Part V – State and Federal Grant Guidelines: Each Consultant team must familiarize themselves with all grant requirements as required by the CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT and must meet the minimum standards outlined in the appendices listed below in all work product produced. Please note this grant is subject to all rules and regulations pursuant to the National Park Service Historic Preservation Fund Manual. See attachments:

Attachment A: Arkansas Historic Preservation Program (AHPP) Grant Agreement

- i. Attachment B: (Appendix A – Historic Resources Survey and Documentation)
- ii. Attachment C: (Appendix E - Other Consultant Contracts and Products)
- iii. Attachment D: (Appendix F - The Secretary of the Interior’s Historic Preservation Professional Qualification Standards)

Part VI – Detailed Draft and Scope of Services: This will form the basis of the Scope of Services to be included in the Contract and be given the most weight in evaluation and scoring of the Proposals. The Proposal shall include (6 pages maximum):

- i. Detailed description of the Consultant’s proposed scope of services (including specific tasks and deliverables) to accomplish the Objectives specified in Section 3 of the RFP;
- ii. List any additional documents or resources necessary to complete the Work;
- iii. Describe your competitive advantage and value added services and benefits that would be provided to the City. This could include any innovative approaches previously utilized to assist communities develop their similar historic context statements, and any unique challenges and how you overcame them;
- iv. Any optional, recommended services otherwise excluded from the Consultant’s proposed Scope of Services but are considered by the Consultant to be valuable aspects in achieving the Objectives;
- v. A written summary identifying the types of information, data, and assistance needed from the City for a successful project;
- vi. A detailed description of the Consultant’s proposed scope of services (including specific tasks and deliverables) to accomplish the Objectives specified in Section 3 of the RFP;
- vii. List any additional documents or resources necessary to complete the Work.

Part VII – Project Schedule: The Consultant shall provide a project schedule, directly associated with the Consultant’s proposed Scope of Services (2-pages maximum). All project timelines must meet the terms of grant agreement outlined in the CLG Program Grant Agreement 23-CLG-02 (see Attachment A) and shown in Section B.5. The City will submit quarterly reports to the AHPP detailing programmatic and fiscal progress of work on forms to be provided by AHPP.

The timeline must include the AHPP final deadline of August 01, 2024.

7. PRICE PROPOSAL:

Proposers shall provide a Flat Fee Price Proposal. Include a detailed cost breakdown including estimated personnel, exclusions, and all labor costs, expenses, overhead, and profit. Provide a payment schedule based on project milestones/deliverables. These deliverables will be confirmed during contract negotiations with the chosen consultant. The Price Proposal will serve as a basis for scoring.

The Price Proposal will be scored as follows (1-page maximum):

(Lowest Proposal Price/ Proposal Price) x 15 Lowest Price will receive a score of 15

Example: Proposal Price A = \$25,000, Lowest Proposal Price = \$20,000 (\$20,000/\$25,000) x 15

= Score of 12 points

The City will review all submissions to determine compliance with required elements listed in this RFP. Submissions may be judged non-responsive and removed from further consideration if any of the following occur:

- a. The proposal is not received on time in accordance with the terms of this RFP.
- b. The proposal does not follow the specified format.
- c. The information is incomplete or insufficient.
- d. The quality of the proposal contained in the Submittal does not meet the goals, expectations or criteria set forth by the City.

8. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee. Following the evaluation of the proposals, the Selection Committee may request that the top-ranking firm(s) make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.

- 1) 10% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the consultant, partners, and project team. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.
- 2) 20% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project.
- 3) 30% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 10% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.

- 5) 30% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible.

9. CONTRACT FORMATION:

If the negotiation produces mutual agreement, a contract will be considered for approval by the City of Fayetteville City Council. If negotiations with the highest-ranking Proposer fail, negotiations may be initiated with the next highest-ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

10. ADDITIONAL DOCUMENTS AND INFORMATION:

The following documents are included with this solicitation as additional information:

- a. Attachment A: CLG Program Grant Agreement 23-CLG-02
- b. Attachment B: Historic Resources Survey and Documentation (Appendix A of Grant Agreement)
- c. Attachment C: Other Consultant Contracts and Products (Appendix E of Grant Agreement)
- d. Attachment D: The Secretary of the Interior's Historic Preservation Professional Qualification Standards Information (Appendix F of Grant Agreement)
- e. Attachment E: Detailed Information for Secretary of the Interior's professional qualifications standards for performing work in the areas of 'History' or 'Architectural History'
- f. Attachment F: Maps of Project Boundary
- g. Attachment G: Secretary of the Interior's Professional Qualifications Standards

CONTINUES ON NEXT PAGE

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

- X 1) NO KNOWN RELATIONSHIP EXISTS
- 2) RELATIONSHIP EXISTS (Please explain): _____
- _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

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

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: Stantec Consulting Services Inc.

Primary Contact: Emily Reed Title of Primary Contact: Principal

Phone#1 (cell preferred): 737-587-5824 Phone#2: 512-831-6204

E-Mail Address: emily.reed@stantec.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
RFP 23-07 Addendum 1	<i>Emily Reed</i> Emily Reed, Principal	05/19/2023

4. DEBARMENT CERTIFICATION:

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.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: Stantec Consulting Services Inc.

PHYSICAL ADDRESS: 8401 Shoal Creek Blvd., Suite 100, Austin, TX 78757

MAILING ADDRESS: 8401 Shoal Creek Blvd., Suite 100, Austin, TX 78757

TAX ID #: 11-2167170 AR. SECRETARY OF STATE FILING #: 100188432

PHONE: 512-831-6204 FAX: 737-307-8499

E-MAIL: emily.reed@stantec.com

SIGNATURE: *Emily Reed*

PRINTED NAME: Emily Reed

TITLE: Principal DATE: 05/22/2023

CERTIFIED LOCAL GOVERNMENT PROGRAM GRANT AGREEMENT
Grant Number 23-CLG-02

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 **\$20,370** for the purpose of funding consultants' services to complete a context statement of the University-Haskell Heights neighborhood and expensed related to the attendance of approved trainings by HDC officials and staff.

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 consultants' services for the completion of a context statement of the University-Haskell Heights neighborhood.
\$20,000 is designated for this activity.

TASK B. The City will fund approved travel and training expenses for HDC commissioners and staff.
\$370 is designated for this activity.

II. TIME FRAME of AGREEMENT

This agreement will begin on March 15, 2023, and shall extend until September 30, 2024. No grant funds shall be expended by the City or its sub-grantees or assigns after September 30, 2024. No work on any grant task will be undertaken, continued, or carried out after September 30, 2024.

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, 2024, 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, 2024.

- E. The availability of funds under this grant award is dependent on the National Park Service's 2023-2024 Historic Preservation Fund award to the AHPP.

IV. MILESTONES

A. University-Haskell Heights Historic Context Statement

1. The City will be under contract for consultant's services for the context by August 15, 2023.
2. The consultant will begin work on the context by November 1, 2023.
3. A first draft of the context statement will be submitted to AHPP by March 11, 2024.
4. The final draft of the context statement will be submitted to AHPP by April 29, 2024.
5. Upon AHPP's approval of the final draft, the City will submit an invoice for the full cost of the task by August 1, 2024.

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, 2023	July 15, 2023
July-Sept, 2023	October 15, 2023
October-December, 2023	January 15, 2024
January-March, 2024	April 15, 2024
April-June, 2024	July 15, 2024
July-September, 2024	October 15, 2024
FINAL	October 31, 2024

- B. The report of April 15, 2023, will be accompanied by a timeline for completion of the project and spend down of project funds by the end of the grant term.

- C. If changes in the grant agreement - e.g.: scope of work, products, budgets, etc. - are required, then the City must submit a written request detailing proposed changes and wait for written approval from AHPP before proceeding.

- D. No funds will be disbursed if grant reporting is more than two weeks delinquent.

- E. Failure to submit grant reports within one month of the date required herein shall be

grounds for cancellation of the grant at the discretion of AHPP.

- F. The City will submit a final project report detailing all completed projects and including copies of all publications as per the requirements of this agreement no later than October 31, 2024.
- 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) and Data Universal Numbering System (DUNS).

- H. Cities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. §§7501-7507) and 2 CFR Part 200, Subpart F.
- I. The City will comply with Federal competitive procurement requirements for professional services and subcontractors and will provide documentation of such compliance upon request.
- J. The City will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.
- K. Upon completion of the project, the Secretary of the Interior, the Comptroller General of the United States, AHPP, and/or any of their duly authorized representatives shall have access for the purpose of financial or programmatic audit and examination any books, documents, papers and records of the City that are pertinent to the grant at all reasonable times during the period of retention provided in 2 CFR §200.334, for at least three (3) years or until all claims or audit findings have been resolved.
- L. The City will comply with the provisions of 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002. "No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31." In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, §402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.
- M. The City will comply with all provisions of Executive Order 113858 "Strengthening Buy American Preferences for Infrastructure Projects" that may apply to the project that is the subject of this award.

X. PUBLICATIONS, WORK PRODUCT AND PUBLIC INFORMATION

- A. An acknowledgment of National Park Service and the Arkansas Historic Preservation Program support must be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds. This acknowledgment shall be in the form of a statement as follows:
"This material was produced with assistance from the Historic Preservation Fund, administered by the National Park Service, Department of the Interior and the Arkansas Historic Preservation Program, an agency of the Division of Arkansas Heritage. Any opinions, findings, and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the Department of the Interior or the Division of Arkansas Heritage."
- B. Press releases, publications, and other public dissemination of information by the City concerning a project made possible by this grant shall acknowledge National Park Service, Department of the Interior, Arkansas Historic Preservation Program, and Division of Arkansas Heritage grant support.
- C. Posters, brochures, program literature, and publications will include the following statement: *This program receives Federal financial assistance for identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, as amended, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin, disability or age in its federally assisted programs. If you believe you have been discriminated against in any program, activity, or facility as described above, or if you desire further information, please write to: Office for Equal Opportunity, National Park Service, 1849 C Street NW, Washington, D.C. 20240.*
- D. Drafts of all publications, reports, audio-visual material, and other material subject to distribution, publication, or display must be submitted to AHPP for approval prior to production, publication, public display or general distribution.
- E. Publications, reports, audio-visual material, and other material subject to distribution, publication, or display will be made accessible to the widest audience possible in accordance with Title II of the Americans with Disabilities Act (42 U.S.C. §§12132 *et seq.*). For more information, guidance is available from the Department of Justice, Civil Rights Division, Disability Rights Section.
- F. The City grants the State of Arkansas and the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this agreement as compiled or produced by the City, its contractor, its employees or any individual or concern specifically employed or assigned to originate and prepare such material. Any data, analysis, methodology, or

other information that formed the basis of the work product funded by this grant award shall be made available to the AHPP and the NPS on request. The City shall ensure that these rights are secured by any sub-award or sub-agreement funded under this grant award.

- G. All Geographic Information Systems data produced or collected as a part of this grant funded project must comply with the NPS Cultural Resource Spatial Data Transfer Standards. Please contact the AHPP for more information.

XI. DEVELOPMENT PROJECTS

- A. Any development project funded through this award must obtain appropriate permits from the City, including approval from the local Historic District Commission, if the project falls within a local ordinance district and the Commission has jurisdiction.
- B. Work funded by this grant award cannot be claimed under the Federal Historic Preservation Tax Incentives Program. City and any potential subgrantees should consult with their attorneys or financial advisors about tax or other consequences of this award or its conditions on project financing.
- C. Approvals of project work by AHPP for this grant project are independent of and may not be substituted for the review and approval of any project or matter under any other AHPP or National Park Service program.

XII. LIMITATION OF LIABILITY

AHPP assumes no responsibility with respect to accidents, illness or claims arising out of any work performed under a sub-grant supported project. The City is expected to take necessary steps to insure itself and its personnel and students and to comply with the applicable local, State, or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970 (see 20 CFR Part 1910).

XIII. PROJECT CANCELLATION

Approved projects may be canceled for one or more of the following reasons:

- A. The City requests project cancellation.
- B. The City fails to pursue project work in a timely fashion or fails to adequately pursue project objectives in a manner likely to ensure completion of the grant project or substantial spend-down of the grant award within the grant term.
- D. Project work or project administration is found not to be in conformance with conditions as stated in the grant agreement and appendices.

XIV. AMENDMENTS

This agreement may be amended upon written request and approval by both parties.

XV. APPENDICES

The following appendices are hereby incorporated into this agreement by this reference.

RFP 23-07, Appendix C
Historic Context Statement
Stantec's Submittal

SIGNATURES

Scott Kaufman
Agency Director, AHPP
State Historic Preservation Officer
1100 North Street
Little Rock, Arkansas 72201



City of Fayetteville Signature

Lioneld Jordan
Name (printed)

Mayor
Title

Date

04/04/2023
Date

RFP 23-07, Historic Context Statement
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APPENDIX A: Historic Resources Survey and Documentation

The production of surveys of historic structures, sites, etc., funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

B. CONTRACTOR'S RESPONSIBILITIES

1. 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.

2. 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.
3. 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.
4. 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 https://www.nps.gov/history/local-law/arch_stnds_0.htm). The survey report should, at minimum, contain the following elements:
 - Survey methodology
 - A brief historic context specific to the area surveyed
 - A brief overview of historic resource types within the area surveyed
 - Maps outlining the boundaries of the area surveyed
 - 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.
 - Maps locating properties by resource number and address
 - 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.
5. The contractor must complete an Arkansas Architectural Resources Form and provide site plans for each resource in the field.
6. 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 obvious changes to the building that appear to have occurred since its construction.

7. 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.
8. The contractor will provide UTM coordinates for each property.
9. 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.
10. 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.
11. 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.
12. The contractor must be able to adhere to set deadlines and provide initial and completed surveys by the dates set forth in contract documents.
13. The contractor will provide own transportation and equipment.
14. For resurvey work, a copy of the previous survey form must be attached to the new survey form for each property.
15. 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

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.
2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. 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.
5. AHPP will provide technical assistance to the contractor as necessary for project completion.

RFP 23-07, Historic Context Statement
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APPENDIX E: Other Consultant Contracts and Products

All other types of projects funded under this grant agreement will meet the following minimum standards, as applicable:

A. CITY'S RESPONSIBILITIES

1. 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.
2. 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.
3. 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.
4. 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.
5. The City 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. CONTRACTOR'S RESPONSIBILITIES

1. 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.
2. 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.
3. 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.
4. The contractor must be able to adhere to set deadlines as set forth in contract documents.
5. The contractor will provide own transportation and equipment.
6. 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

1. AHPP will provide Arkansas Architectural Resources Forms and Ancillary Structures Forms to the contractor as necessary for project completion.

2. AHPP will provide access to survey files and copies of previous survey work as necessary for project completion.
3. AHPP will provide resource numbers to the contractor as necessary for project completion.
4. AHPP will provide access to other AHPP files to the contractor as necessary for project completion.

AHPP will provide technical assistance to the contractor as necessary for project completion.

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**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.doi.gov/pam/asset-management/historic-preservation/pqs> 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.

DEPARTMENT OF THE INTERIOR

National Park Service

The Secretary of the Interior's Historic Preservation Professional Qualification Standards

AGENCY: National Park Service, DOI.

ACTION: Proposed renaming of and revisions to "the Secretary of the Interior's Professional Qualification Standards."

SUMMARY: The National Park Service (NPS) proposes to rename and revise "the Secretary of the Interior's Professional Qualification Standards" which are part of the larger "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation." The statutory authority for the Secretary's development of these can be found in sections 101(g), 101(h), 101(i), and 101(j)(2)(A) of the National Historic Preservation Act, as amended (16 U.S.C. 470 *et seq.*). These Standards and Guidelines (including the Professional Qualification Standards) were published in the **Federal Register** in 1983 (48 FR 44716, September 29) as the Secretary's best guidance for historic preservation practice nationally. This remains their preeminent function.

The Standards are renamed "the Secretary of the Interior's Historic Preservation Professional Qualification Standards." This change reflects the fact that the Standards are designed to apply to each discipline as it is practiced in historic preservation; e.g., in the identification, evaluation, documentation, registration, and treatment of historic properties.

The proposed revisions update the standards for the five disciplines included in the 1983 publication and add standards for seven other disciplines mentioned in the National Historic Preservation Act as being important to historic preservation. The proposed revisions also provide (for the first time) published guidance on how to use and interpret the Standards.

These revisions are necessary because the old professional qualification standards had become out-of-date, did not include many disciplines important in the practice of historic preservation, and provided no guidance on their use and interpretation. This absence of national guidance led to confusion and inconsistency in the application of the Standards by Federal, State, Tribal, and local government agencies and other organizations and individuals. The Standards are designed to be a tool to help recognize the minimum expertise generally necessary for performing

professionally credible historic preservation work.

The Standards are not designed to identify the best or ideal person for any position. The effective application of any of these national Standards will require the development of a detailed job description containing additional information to suit a particular situation and need. These Standards do not apply to "entry-level" applicants or to preeminent professionals in the field. Rather, they outline the minimum education and experience and products that together provide an assurance that the applicant, employee, consultant, or advisor will be able to perform competently on the job and be respected within the larger historic preservation community.

All responses to this notice will be summarized as part of the publication of the official issuance of the "Secretary's Historic Preservation Professional Qualification Standards." All comments will also become a matter of public record.

DATES: Comments on this notice must be received by August 19, 1997 to be assured of consideration.

ADDRESSES: Send comments to: Mr. Joe Wallis, Chief, Branch of State, Tribal, and Local Programs, Heritage Preservation Services, National Center for Cultural Resource Stewardship and Partnership Programs, National Park Service, U.S. Department of the Interior, 1849 C Street, NW., Washington, DC 20240. Comments may be hand-delivered or overnight mailed to 800 North Capitol Street, NW., Suite 200, Washington, DC 20002. Comments may be sent by fax to 202-343-6004 or by E-mail to John_Renaud@nps.gov.

FOR FURTHER INFORMATION CONTACT: Mr. John Renaud, Branch of State, Tribal, and Local Programs, Heritage Preservation Services Division, National Center for Cultural Resource Stewardship and Partnership Programs, National Park Service, 202-343-1055, FAX 202-343-6004, or John_Renaud@nps.gov (E-mail).

SUPPLEMENTARY INFORMATION:

Table of Contents—Applying the Historic Preservation Professional Qualification Standards:

Introduction
 Program Evolution/Current Changes
 Applicability
 How to Use the Historic Preservation Qualification Standards
 Questions and Answers
 Discipline and Historic Preservation Proficiencies
 Recommended Discipline Proficiencies
 Recommended Historic Preservation Proficiencies

Historic Preservation Professional Qualification Standards

Archeology
 (A) Prehistoric Archeology
 (B) Historic Archeology
 Architectural History
 Conservation
 Cultural Anthropology
 Curation
 Engineering
 Folklore
 Historic Architecture
 Historic Landscape Architecture
 Historic Preservation Planning
 Historic Preservation
 History
 Sources of Additional Information
 Professional Organizations

Introduction

Background

The identification, evaluation, protection, and preservation of America's important historic and cultural properties depends upon the participation of all citizens; however, certain decisions must involve individuals who meet nationally accepted professional standards in order to assure credibility in the practice of historic preservation at the Federal, State, and local levels, as well as in the private sector.

The Secretary of the Interior is responsible for establishing standards for all programs under Departmental authority. In accordance with this responsibility, "the Secretary of the Interior's Professional Qualification Standards" were developed by the National Park Service (NPS) 20 years ago to ensure that a consistent level of expertise would be applied nationally to the identification, evaluation, documentation, registration, treatment, and interpretation of historic and archeological resources.

The National Historic Preservation Act of 1966 (Pub. L. 89-665) gave the Secretary authority to set criteria for State grants, surveys, and plans. The National Park Service administratively required State Historic Preservation Officers (SHPOs) to maintain professionally qualified staff (in 1976), and to appoint qualified individuals as advisors to serve on State Review Boards (in 1977). The professional qualification standards have not changed since then. The 1980 Amendments to the National Historic Preservation Act (Pub. L. 96-515) statutorily affirmed the previous regulatory requirement for professionally qualified staff. Congress also reiterated the regulation's requirement that State Review Boards include a majority of members qualified in one of the professional disciplines which met minimum Professional

Qualification Standards defined in regulation in 36 CFR part 61 (Architecture, Architectural History, Prehistoric Archeology or Historic Archeology, and History). In addition, the 1980 amendments created the Certified Local Government (CLG) program to recognize the role of local governments in the national partnership, and stipulated that the CLG Review Commission membership needed to be adequate and qualified. The Congressional Committee Report for the 1980 amendments (H.R. Rept. 96-1457) called for "professional bodies which can objectively evaluate the historic significance of properties and provide professional advice on historic preservation matters." Finally, States, local governments, Federal agencies, and the private sector often require that proposals from historic preservation contractors or work submitted by them meet these same professional practice Standards.

How To use the Historic preservation professional qualification standards provides background and general information in a question and answer format about the three basic components of each Standard: academic or comparable training; professional experience; and products and activities that demonstrate proficiency in the field of historic preservation.

Discipline and historic preservation proficiencies consists of a series of general proficiencies (knowledge, skills, and abilities) that are needed by historic preservation program applicants, employees, consultants, and advisors. The first set of proficiencies is related to disciplines; the second, to historic preservation.

Following the standard for each discipline is guidance about meeting the standard for that specific discipline, including a list of some of the most common "closely related fields" within academic degree programs; information on documenting professional experience; and a list of typical products and activities that may be used to document acquired proficiencies in the field of historic preservation.

Finally, a list of Professional Organizations is included to assist users in obtaining additional information about the disciplines, college and university departments, and publications on the practice of each discipline.

Program Evolution/Current Changes

In its 1992 amendments to the Act (Pub. L. 102-575), Congress recognized the evolution and growth of the professional practice of historic preservation, and an expanded role for

Indian tribes in implementing the National Historic Preservation Act. Accordingly, the number of disciplines acknowledged as key to the responsible practice of historic preservation has been increased by the Act and therefore by the National Park Service from the five identified almost 20 years earlier to 12, now including Archeology (Prehistoric and Historic), Architectural History, Conservation, Cultural Anthropology, Curation, Engineering, Folklore, Historic Architecture, Historic Landscape Architecture, Historic Preservation, Historic Preservation Planning, and History.

As a result, NPS consulted at length with Federal agencies, SHPOs, CLGs, and professional societies involved in historic preservation about issuing updated and expanded Professional Qualification Standards that recognize the evolution and development of the disciplines in the field.

"The Secretary of the Interior's Historic Preservation Professional Qualification Standards" are designed to be national measures for determining minimum requirements for professionals practicing in the field of historic preservation. The format for the Standards provides a consistent, yet flexible, framework for establishing sound professionalism in the twelve disciplines. There is one Standard for each of the disciplines.

Each Standard defines:

- Academic degrees or comparable training
- Professional experience; and
- Products and activities that demonstrate proficiency in historic preservation.

These Standards do not apply to "entry-level" applicants or to preeminent professionals in the field. Rather, they outline the minimum education and experience and products that together provide an assurance that the applicant, employee, consultant, or advisor will be able to perform competently on the job and be respected within the larger historic preservation community. The effective application of any of these national Standards will require the development of a detailed job description containing additional information to suit a particular situation and need.

Note: In each discipline, the most common method of meeting that Professional Qualifications Standard is discussed first. Less common alternatives follow. Typically, a graduate degree or professional license is listed first.

Applicability

It should be emphasized that the "Historic Preservation Professional

Qualification Standards" that follow are, in most instances, advisory in nature and may thus be used by anyone hiring personnel or consultants or appointing advisory boards or commissions. Because use of the Standards can help ensure appropriate, informed decisions about protecting and preserving our nation's historic and archeological resources, NPS strongly encourages their adoption and implementation.

However, under well-defined circumstances discussed below, "the Secretary's Historic Preservation Professional Qualification Standards" are requirements by statute and regulation. In those instances, a note is added at the end of the required Standard.

First, the National Historic Preservation Act, Section 101, requires that a professionally qualified staff be appointed or employed by State Historic Preservation Offices. Indian tribes that have executed a Memorandum of Agreement with NPS and assumed responsibilities pursuant to Section 101(d) of the Act also must employ or consult with professionally qualified individuals in carrying out those responsibilities. The performance and supervision of Historic Preservation Fund grant-assisted work must be performed and/or supervised by professionally qualified staff and/or contractors. In accordance with 36 CFR part 61 and NPS policy, three of twelve disciplines are required for State program staff and for staff of Tribes with Section 101(d) status: History, Archeology, and Architectural History. States and Tribes with 101(d) status may propose an alternative minimum staff composition for NPS concurrence if their historic resources, needs, or circumstances would be better served or met. States and Tribes with 101(d) status are expected to obtain the services of other qualified professionals as needed for different types of resources.

Second, section 101(b)(1)(B) and section 301(12) of the Act requires that a majority of State Review Board members be professionally qualified. As specified in 36 CFR part 61, this majority must include, but need not be limited, to the required disciplines of History, Archeology, and Architectural History. One person may meet the Standards for more than one required discipline.

Third, section 101(c)(1)(B) and section 301(13) of the Act requires that State programs encourage CLG Review Commissions to include individuals who are professionally qualified, to the extent that such individuals are

available in the community. The State may specify the minimum number of Commission members that must meet the Standards and decide which, if any, of the disciplines listed in the Standards need to be represented on the Commission.

An accompanying guidance section, Applying the Historic Preservation Professional Qualification Standards, has been prepared to assist the consistent application of the "Historic Preservation Professional Qualification Standards" when selecting an employee, consultant, or advisor. As such, the guidance provides additional information and recommendations, but never constitutes a requirement.

How To Use the Historic Preservation Professional Qualification Standards

There are three basic components of each Historic Preservation Professional Qualification Standard: academic degrees or comparable training; professional experience; and products and activities that demonstrate proficiency in the field of historic preservation. A number of commonly asked questions about the design and content of the Standards, as well as their application and implementation, are answered below in order to assist anyone applying for a position or anyone charged with obtaining the services of a professional in the field of historic preservation.

1. *Under what authority are these Standards developed?* "The Secretary of the Interior's Historic Preservation Professional Qualification Standards and Guidance" are part of the larger "Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation." The statutory authority for the Secretary's development of these can be found in sections 101(g), 101(h), 101(i), and 101(j)(2)(A) of the National Historic Preservation Act, as amended. These Standards and Guidance (including the Professional Qualification Standards) were published in the **Federal Register** in 1983 as the Secretary's best guidance for historic preservation practice nationally. This remains their preeminent function.

2. *What about the requirements in Section 112 of the National Historic Preservation Act?* Section 112 is not the statutory authority for the "Secretary of the Interior's Historic Preservation Professional Qualification Standards and Guidance" (see the preceding paragraph). Section 112 splits Federal agency requirements for meeting "professional standards" into two parts. Section 112(a)(1)(A) mandates that Federal "actions" meet professional

standards; it is not directed at establishing professional qualification requirements. It is section 112(a)(1)(B) that requires the Federal Office of Personnel Management (OPM) to devise professional qualification requirements for Federal employees and contractors in seven disciplines. OPM is required by statute to consult with the National Park Service (NPS) and others in creating these requirements. When completed, NPS will offer the Professional Qualification Standards and Guidance as its best advice to OPM for their use.

3. *Are the Standards regulatory or are they advisory?* The Standards are not in and of themselves regulatory. A separate regulation or other official action which references or otherwise adopts part or all of them is necessary to give any force to any language in the Standards. In a number of instances, this has occurred. For example, the Standards for Rehabilitation are regulatory in the Federal Preservation Tax Incentives program through 36 CFR part 67. Likewise, the Professional Qualification Standards are regulatory for States, local historic preservation programs, and participating tribes through 36 CFR part 61. The guidance ("Academic Background" and "Documenting Professional Experience") accompanying the Professional Qualification Standards is intended to assist users in the application of the Standards; the guidance is not regulatory.

4. *How were these Standards developed? Who was consulted?* Consultation has been extensive over the four years of this project. The wide range of constituents that use the Standards dictates a broad consultation process, which, not surprisingly, results in widely varying opinions and recommendations. To date, NPS has consulted with: (1) Federal, tribal, State, and local government historic preservation programs as well as related organizations; (2) professional societies and organizations of professional societies; (3) academic programs in historic preservation and organizations of such programs; (4) individuals and companies in the private practice of historic preservation as well as related organizations; and, (5) individuals working in the public sector as well as organizations of such people.

5. *Why did the National Park Service choose the disciplines it did?* These disciplines were selected because each is specifically mentioned in the National Historic Preservation Act. [See sections 112(a)(1)(A), 112(a)(1)(B), 201(a)(9), 301(12)(B), 301(13), and 401(c)(3).]

6. *How are these Standards to be used?* The Standards are designed to be a tool to help recognize the minimum expertise generally necessary for performing professionally credible historic preservation work. The Standards are not designed to identify the best or ideal person for any position or the preeminent practitioners in any discipline, nor are they developed to qualify apprentice or entry level workers. The Standards are designed to describe the typical expertise held by credible mid-level journeymen working in historic preservation.

7. *Do the Standards apply to "entry level" or "technician" level positions?* Although the work of "entry-level" or "technician-level" personnel is critical to the success of historic preservation projects, these professional levels are not addressed in the Secretary's Standards. The Standards apply only to the "journeyman" professional and define the minimum level of expertise necessary to provide reliable technical opinions relating to historic properties (without in-depth oversight or review by another professional in the discipline).

8. *Do Federal agencies have to meet these Professional Qualification Standards?* For Federal employees and Federal contractors, the Historic Preservation Professional Qualification Standards are regulatory only if they are specifically adopted by: (1) The Federal Office of Personnel Management (OPM) pursuant to its responsibility under Section 112(a)(1)(B) of the Act; (2) a Federal agency in its own agency-wide regulations, requirements, or policy; or (3) a Federal agency as part of a program or project agreement with another party.

9. *How are general Standards applied in specific situations?* General standards are intended to define minimum professional qualifications for identifying, evaluating, registering, treating, and interpreting historic properties nationwide; however, the best historic preservation professional for a particular office, program, project, or property depends upon the situation. Different skills and expertise are needed for different geographical areas and resource types. In most cases where the Standards are applied in hiring or contracting, job descriptions and qualifications will have to be tailored to specific situations and locations so that experience and training are relevant to the needs of the resources and the work to be done. Where there is a need for specialized expertise in a project, application of the Standards will necessarily focus upon specialized training and demonstrated experience and products. For example, a person may be highly skilled in restoring a

particular kind of resource (such as covered bridges), but that person would not be an appropriate choice to work on other types of resources.

10. *Do all staff, consultants, and appointed advisors need to meet the Standards?* SHPOs, CLGs, and tribes hire staff, select consultants, and appoint advisors to perform historic preservation work. However, it is NPS policy that historic preservation activity supported by the Historic Preservation Fund must be conducted, supervised, overseen, evaluated, or signed off by someone who meets the appropriate Professional Qualification Standard. Therefore, NPS requires the use of some of these Standards in certain circumstances by State Historic Preservation Offices, State Review Boards, and Certified Local Government Commissions (see 36 CFR part 61). Consequently, in some offices there could be no staff meeting the Professional Qualification Standards as long as there is access somewhere along the line to the appropriate expertise. For offices (e.g., States) required to have professionally qualified staff and Review Board membership, the requirement is usually to have at least one qualified individual in the three specified core disciplines. States and Tribes with 101(d) status are expected to obtain the services of professionals qualified in other disciplines as needed. It is possible that an individual may meet the Professional Qualification Standards for more than one discipline. Other staff members working in the discipline do not have to meet the Standards.

11. *What about professionals who were hired under the old Standards?* For programs administered by the National Park Service, each State staff, State Review Board member and Certified Local Government Commission member approved by the Secretary as meeting the Professional Qualification Standards will retain that status, regardless of any subsequent changes in the Standards, until such time as that individual no longer is employed by the State office, serves on the State Review Board, or serves on the Certified Local Government Commission with which that individual was affiliated as of the date of that individual's approval. Contractors qualified in a specified discipline under the old requirements will be deemed qualified in that discipline by NPS under the new rules as long as the contract, cooperative agreement, or other third-party agreement remains in effect. New contractual agreements would apply the new standards. Other organizations using the Professional Qualification

Standards are encouraged to adopt a similar approach.

12. *Why aren't the Standards for each discipline exactly the same?* Because each discipline is different and makes its own distinct contribution to historic preservation, the Professional Qualification Standards differ somewhat according to discipline. Each set of Standards includes educational and experience equivalencies to assure fairness in hiring practices; thus, a graduate or undergraduate degree, or other certification, registration, or professional license or training is given full consideration, when combined with differing periods of full-time professional experience. Documenting a record of high quality products and activities during past employment is required in every Standard; however, the type of products and activities will necessarily differ within each discipline.

13. *Why does one have to demonstrate proficiency in a specific discipline as well as in historic preservation?* When decision makers lack the expertise required to make informed decisions, historic and cultural resources can be overlooked, mis-identified, mis-evaluated, damaged, or lost. Partial expertise can be just as harmful, whether a person is well-grounded in historic preservation, but lacks professional discipline skills, or, alternatively, is an expert in a professional discipline, but fails to understand its important connection to historic preservation. Involvement of people with expertise in both a professional discipline and historic preservation will greatly improve the reliability of decisions affecting our nation's heritage.

14. *What constitutes full-time professional experience?* Full-time professional experience generally refers to experience received after the degree was awarded or education was completed. Full-time professional experience can be acquired in blocks of time that, together, add up to the number of years called for in the Standard. In some disciplines, a portion of this experience must have been earned under the direct supervision of a recognized professional. It is possible that some education and experience received outside the United States is relevant to the identification, evaluation, documentation, registration, treatment, and interpretation of United States historic and cultural properties.

15. *Does the required experience have to occur subsequent to obtaining the requisite educational or licensing credentials?* Although it is preferable to have the practical experience after obtaining the academic training in a

particular discipline, there is no such national requirement. The hiring, choosing, selecting, or contracting office must determine for itself how much experience, of what sort, and in what sequence, is appropriate for the job or position.

16. *How many and what types of products and activities are routinely used to document the quality of professional experience?* The applicant, employee, consultant, or advisor may cite products such as peer-reviewed articles and publications, audio-visual materials, awards, and National Register documentation. Activities could include teaching the theory or practices of a specific discipline; administrative, project review, or supervisory experience in a historic preservation program or office; and field or laboratory work. In any event, products and activities should demonstrate the appropriate use of the applicable "Secretary of the Interior's Standards for Archeology and Historic Preservation." Examples are provided in the Documenting Professional Experience section of the guidance for Applying the Standard for each discipline.

17. *In determining academic qualifications, what is a "closely related field of study?"* To provide flexibility in determining academic credentials, the Standards recognize that a graduate or undergraduate degree may have been attained in either the identified discipline or in a related discipline. Thus a candidate for the position of Architectural Historian may have an undergraduate degree in a closely related field of study, such as Art History or Historic Preservation.

Merely having a degree in a closely related field does not automatically meet the Standard. The course work taken to earn a degree in a related field should be weighed against the course requirements in the Standard's "main" discipline. For example, a degree in Art History does not necessarily, on its own, meet the Standard for Architectural History, unless course work relevant to the Standard can be documented, such as American architectural history. (See the Academic Background guidance given after each Standard, which discusses the typical closely related fields of study for each historic preservation discipline.)

18. *How much and what kind of course work in a "closely related field" is required to meet the Professional Qualifications Standards?* There is no set amount of credit hours. The office hiring or selecting must make a determination that the person with course work in a closely related field has enough relevant education to be

equivalent to that necessary for the standard degree in that discipline, and to enable that person to make judgments about the identification, evaluation, documentation, registration, or treatment of historic or archeological properties in the United States and its Territories.

19. When is "exceptional experience" a factor? In general, an applicant, employee, consultant, contractor, or advisor who does not possess a combination of education or training, experience, and products would not meet the Standards. However, in some cases, a person's experience and contributions have been so exceptional that he or she demonstrates the level of expertise that meets the Standards. In particular, this may apply in those situations where persons embarked upon their careers before recognized academic programs were established, and their education or training was thus attained in alternative ways. In such instances, exceptional experience would be substituted for an academic degree or other training. It is up to the organization with administrative oversight responsibility for the program or project to determine whether the individual meets the Standards. For example, in a program under the purview of 36 CFR part 61, the State Historic Preservation Office would request an exception from the National Park Service for the person under consideration for a "professional" position on the State staff or Review Board. Otherwise, the organization doing the hiring or selecting of personnel would determine whether the individual meets the Standards.

Discipline and Historic Preservation Proficiencies

The Historic Preservation Professional Qualification Standards call for an understanding of the general principles, procedures, and practices in the discipline as they are applied to historic preservation. This type of expertise is necessary for historic preservation programs in which the employee, consultant, or advisor is expected to deal with a range of historic resources and issues. Proficiencies in the disciplines and in the practice of historic preservation are outlined below.

Recommended Discipline Proficiencies

The following discipline proficiencies (knowledge, skills, and abilities) should be possessed by applicants, employees, consultants, and advisors:

- Knowledge of the history of the discipline.

- Knowledge of current theories, principles, practices, methods, and techniques of the discipline.
- Familiarity with diverse specializations within the discipline.
- Skills in applying the discipline's techniques of practice, including critical analysis skills.
- Understanding of the discipline's relationships with other disciplines and the ability to design and carry out interdisciplinary projects.
- Understanding of complex research questions.
- Ability to place a specific project in a broader context.
- Knowledge of current scholarly research and its applicability to a given issue.
- Familiarity with the process of rigorous professional peer review that occurs before work is published.

Recommended Historic Preservation Proficiencies

The following historic preservation proficiencies (knowledge, skills, and abilities) should be possessed by applicants, employees, consultants, and advisors:

- Familiarity with the origins and development of the historic preservation movement.
- Knowledge of the field of historic preservation as it is practiced in the United States, including its philosophies, theories, practices, laws, regulations, policies, and standards, and relationship to the discipline as a whole.
- Ability to apply Federal and relevant State and local historic preservation laws, regulations, policies, and standards in the public and private sectors, including Federal, State, and local government agencies, and private organizations.
- Ability to apply the appropriate set(s) of the "Secretary of the Interior's Standards for Archeology and Historic Preservation," and/or the National Register of Historic Places criteria.

In consideration of the foregoing, the "Secretary of the Interior's Professional Qualification Standards" are proposed to read as follows:

Historic Preservation Professional Qualification Standards

Archeology
(A) Prehistoric Archeology
(B) Historic Archeology
Architectural History
Conservation
Cultural Anthropology
Curation
Engineering
Folklore
Historic Architecture
Historic Landscape Architecture

Historic Preservation Planning
Historic Preservation
History

Archeology; Historic Preservation Professional Qualification Standards

Archeology is the study of past human lifeways through the systematic observation, analysis, and protection of the material remains of human activities.

Standard for Archeologist

(A) Prehistoric

The applicant, employee, consultant, or advisor will have a graduate degree in Anthropology with a specialization in Prehistoric Archeology, or a graduate degree in Archeology with a specialization in Prehistoric Archeology, or a graduate degree in a closely related field (see Academic Background for Archeology), PLUS a minimum of two and one-half (2½) years of full-time professional experience in applying the theories, methods, and practices of Archeology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of prehistoric archeological properties in the United States and its Territories (at least six months of experience must have been acquired in the performance of field and analytical activities under the supervision of a professional prehistoric archeologist, and one year of experience in the study of the archeological resources of the prehistoric period must have been at a supervisory level); and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Archeologists).

(B) Historical

The applicant, employee, consultant, or advisor will have a graduate degree in Anthropology with a specialization in Historical Archeology, or a graduate degree in Archeology with a specialization in Historical Archeology, or a graduate degree in a closely related field (see Academic Background for Archeology), plus a minimum of two and one-half (2½) years of full-time professional experience applying the theories, methods, and practices of Archeology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic archeological properties in the United States and its Territories (at least six months of experience must have been acquired in

the performance of field and analytical activities under the supervision of a professional Historical Archeologist, and one year of experience in the study of the archeological resources of the historic period must have been at a supervisory level); and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Archeologists).

(Note: Pursuant to 36 CFR part 61, a person meeting this Standard (either Prehistoric or Historic Archeology) is required as part of the core staff for each State Historic Preservation Office (SHPO) and as part of each State Review Board. Expertise described by this standard is also needed for Tribal Preservation Office staff or consultants of tribes that have executed a Memorandum of Agreement to implement Section 101(d) of the National Historic Preservation Act. It also may be needed for consultants hired with HPF grant funds and for members of Certified Local Government Commissions.)

Archeology—Academic Background

Closely related fields: Anthropology, with a specialization in Archeology, is the typical degree discipline for archeologists practicing in the United States. One of the usual requirements for receiving the degree is completion of an archeological field school in which the student learns about techniques of survey, excavation, and laboratory processing. However, degree programs have also been established in Archeology, Cultural Resources Management, Historical Archeology, and Public Archeology. Some Historical Archeology programs are housed in History, Public History, or American Studies Departments. For these degrees, a list of courses taken should be reviewed to determine if the program is equivalent to that typically provided for a degree in Anthropology with a specialization in Archeology, including course work in archeological methods and theory, archeology of a geographic region (e.g., North America), and the field school.

Discipline specializations: The most prevalent specializations in Archeology include Historical Archeology or Prehistoric Archeology, i.e., the specialization in resources of either the prehistoric period or the historic period. These specializations necessarily require expertise in different types of sites and different sources of information about past human activities. For example, a prehistoric archeologist usually requires a knowledge of environmental sciences, while a historical archeologist needs to understand the techniques of archival

research. Additional specialized training and experience is also required for those specializing in, for example, underwater archeology, physical anthropology (human bones and burials), forensic archeology, or zooarcheology (non-human bones). In addition, archeologists typically specialize in the archeological resources of a particular time period, geographic region, resource type, or research subject.

Applying the Standard for Archeologist—Documenting Professional Experience

A professional archeologist typically has experience in field survey, site testing, site excavation, artifact identification and analysis, documents research, and report preparation. Supervised field experience as a graduate student may be counted as part of the overall 2½ year professional experience requirement.

A Prehistoric Archeologist meeting this Standard would document one year of supervisory experience in the study of prehistoric archeological sites; a Historical Archeologist would document one year of supervisory experience in the study of sites of the historic period.

The two archeologist specializations of Prehistoric Archeology and Historic Archeology are not interchangeable. Documentation to show that someone qualifies in both Prehistoric and Historic Archeology should include a minimum of one additional year of supervisory experience on resources of the other specialty, for a total of 3½ years of experience, with products and activities in both specializations.

Products and Activities.

Professional experience and expertise must be documented through “products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.” Products and activities that meet the appropriate Secretary Standards for Archeology and Historic Preservation may include:

- Survey and excavation reports of cultural resource management or Section 106 (or other compliance) projects. These reports are typically called “grey literature;” they often have multiple authors and are usually produced in limited quantities by consulting firms.
- National Register documentation resulting in property listings or Determinations of Eligibility.
- Materials such as presentations, booklets, brochures, lesson plans, or

videos that interpret the results of archeological investigation for the general public.

- Publications including articles in professional journals, monographs, books, or chapters in edited books, related to the preservation of historic or archeological properties.
- Presentations at regional, national, or international professional conferences related to the preservation of historic or archeological properties.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with the preservation of historic or archeological properties.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it is not expected that all of these products and activities will need to be documented in order to meet the Standard; rather, a combination of several of these products and activities would be more typical. However, if the applicant were documenting professional experience in one of the specializations, the majority of products and activities should reflect that specialization.

Architectural History; Historic Preservation Professional Qualification Standards

Architectural History is the study of the development of building practices through written records and design and the examination of structures, sites, and objects in order to determine their relationship to preceding, contemporary, and subsequent architecture and events.

Standard for Architectural Historian

- (a) The applicant, employee, consultant, or advisor will have a graduate degree in Architectural History or a closely related field of study (see Academic Background for Architectural History), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Architectural History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Architectural Historians); or * * *
- (b) An undergraduate degree in Architectural History or a closely

related field of study (see Academic Background for Architectural History), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Architectural History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historians).

(Note: Pursuant to 36 CFR part 61, a person meeting this Standard is required as part of the core staff for each State Historic Preservation Office (SHPO) and as part of each State Review Board. Expertise described by this standard is also needed for Tribal Preservation Office staff or consultants of tribes that have executed a Memorandum of Agreement to implement Section 101(d) of the National Historic Preservation Act. It also may be needed for consultants hired with HPF grant funds and for members of Certified Local Government Commissions.)

Architectural History—Academic Background

Closely related fields: Professional Architectural Historians typically receive their formal training through Architectural History, Art History, or Historic Preservation programs, which include course work in American Architectural History. Other fields of study may offer relevant training, provided that course work in American Architectural History is taken. These other fields may include American Studies, American Civilization, Architecture, Landscape Architecture, Urban and Regional Planning, American History, Historic Preservation, and Public History.

Discipline specializations: Architectural Historians tend to be generalists, although specializations within Architectural History are typically based on time periods (such as 18th century), on a particular architectural style (such as Georgian or vernacular), or a combination of these (such as plantation architecture in the antebellum South).

Applying the Standard for Architectural Historian—Documenting Professional Experience

Products and Activities

Professional experience and expertise must be documented through “products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the

practice of historic preservation.” A professional Architectural Historian typically has expertise in research, survey, documentation, and evaluation, of architectural resources, including buildings, structures, objects, and districts. Documentation of such experience is desirable. Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Survey reports assessing the significance of historic properties.
- Historic structure reports.
- National Register documentation resulting in property listings or Determinations of Eligibility.
- Documentation that meets HABS/HAER standards for recording historic properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to the preservation of historic structures.
- Presentations at regional, national, or international professional conferences related to the preservation of historic structures.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with the preservation of historic structures.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Conservation; Historic Preservation Professional Qualification Standards

Conservation is the practice of prolonging the physical and aesthetic life of prehistoric and historic material culture through documentation, preventive care, treatment, and research.

Standard for Conservator

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Conservation or a graduate degree in a closely related field of study with a certificate in Conservation (see Academic Background for Conservation), plus a minimum of three (3) years of full-time professional experience applying the

theories, methods, and practices of Conservation that enables professional judgments to be made about the identification, evaluation, documentation or treatment of objects associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Conservators); or * * *

(b) An undergraduate degree in Art History, or Natural or Physical Science, or another closely related field to Conservation (see Academic Background for Conservation), with an additional (3) years of full-time enrollment in an apprenticeship program equivalent to graduate studies in Conservation and supervised by a professional Conservator; plus a minimum of three (3) years full-time professional experience applying the theories, methods, and practices of Conservation that enables professional judgments to be made about the identification, evaluation, documentation, or treatment of objects associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Conservators).

Conservation—Academic Background

Closely related fields: Since Conservators tend to specialize in a particular class of objects, closely related fields will be diverse, and could include Art, Art Conservation, Art History, Architecture, Historic Preservation, Museum Studies, Chemistry, Physics, Engineering (or a related scientific field), Archeology, Anthropology, or other fields related to the conservation specialization. If a closely related field is being claimed, the degree in the closely related field should be accompanied by a certificate in Conservation, or the completion of course work equivalent to that typically offered in graduate Conservation programs. This course work should include examination, documentation, and treatment of objects; history and technology of objects; and conservation science. In addition, such a program should include the completion of a two-semester internship.

Discipline specializations: Professional conservators specialize in the treatment and maintenance of a

specific class of objects or materials, such as archeological artifacts, architectural elements or fragments, or collections, books, ceramics, glass, decorative arts, ethnographic objects, furniture, metals, paintings, paper, photographs, sculpture, and textiles. Some conservators have studied more than one specialty, and have accumulated experience which allows them to practice in several of these specialties (although they are often closely related, such as books, drawings, prints or paper; decorative arts and furniture; sculpture and archeological artifacts). In these cases, the time period that distinguishes the materials is often the specialty. Each of these specialties requires focused training and experience, since each represents unique problems which are not always necessarily shared with other materials or time periods. Hence, a professional conservator should be able to perform according to professional standards of practice within the claimed area of specialty and should be both capable and willing to recognize his or her limitations. The professional conservator, moreover, should be generally knowledgeable about the issues of other specialties and the benefit of effective communication among the specialties. A broad understanding of the general principles of the conservation discipline is paramount as well, particularly in the area of technological and philosophical concerns that govern the ethics of the profession.

A note on Conservation education: Many professional Conservators received their training by serving apprenticeships with professional Conservators. For some time, however, graduate conservation programs have been established in academic institutions; these require an internship in recognition of the critical importance of hands-on training and experience in preparing students for professional practice.

Applying the Standard for Conservator—Documenting Professional Experience

A professional Conservator typically possesses specialized technical skills and has experience in the examination, analysis, documentation, treatment, and preventive care of a specific class, or classes, of objects.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the

practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- A portfolio of current and past conservation work, including written and photographic documentation.
- Reports of examination, condition, or treatment of objects.
- Publications, which might include articles in professional journals, monographs, books, or chapters in edited books, related to the care and treatment of objects.
- Presentations at regional, national, or international professional conferences, workshops or other educational venues related to the care and treatment of objects.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with the conservation of objects.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Cultural Anthropology: Historic Preservation Professional Qualification Standards

Cultural anthropology is the description and analysis of cultural systems, which include systems of behaviors (economic, religious, social), values, ideologies, and social arrangements.

Standard for Cultural Anthropologist

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Anthropology with a specialization in Applied Cultural Anthropology, or a closely related field (see Academic Background for Cultural Anthropology), plus a minimum of two (2) years of full-time professional experience (including at least six months of field work supervised by a professional Cultural Anthropologist) applying the theories, methods, and practices of Cultural Anthropology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic, prehistoric, or

traditional cultural properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Cultural Anthropologists); or * * *

(b) An undergraduate degree in Anthropology or a closely related field (see Academic Background for Cultural Anthropology), with a specialization in Applied Cultural Anthropology, plus a minimum of four (4) years of full-time professional experience (including at least twelve months of field work supervised by a professional Cultural Anthropologist) applying the theories, methods, and practices of Cultural Anthropology that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic, prehistoric, or traditional cultural properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (See Documenting Professional Experience for Cultural Anthropologists).

Cultural Anthropology—Academic Background

Closely related fields: A degree in Anthropology with a specialization in Applied Cultural Anthropology is the typical degree discipline for Cultural Anthropologists practicing in the United States. Closely related fields of study may include Sociology, Cultural Geography, Folklife, History, and American Studies.

Discipline specializations: Specializations in this discipline include Applied Cultural Anthropology, and Social Anthropology (which may be considered the most closely related to Cultural Anthropology; some academic programs even combine them, referring to Sociocultural Anthropology). Departments of Anthropology typically provide training in Archeology, Physical Anthropology, Ethnography, and Sociocultural Anthropology, and they may offer Applied Anthropology concentrations in one or more of these fields. Professional Cultural Anthropologists tend to specialize geographically (such as in the Southwest United States, Micronesia or New England) or topically (such as Medical Anthropology or Urban Anthropology), or in working with particular cultural or linguistic groups (such as fishermen, Irish immigrants, or Northwest Coast Indians).

Applying the Standard for Cultural Anthropologist—Documenting Professional Experience

A professional Cultural Anthropologist typically has experience in the use of ethnohistoric and ethnographic techniques, including participant observation field work among one or more contemporary ethnic groups. The typical Cultural Anthropologist would also have performed field survey to identify and assess ethnographic resources, which can include, in addition to historic and cultural places of value, environmental features and places that have symbolic and other cultural value for Native American and/or other ethnic communities. A Cultural Anthropologist engaged in substantial ethnographic field work should demonstrate professional experience in the relevant geographic area and/or among the New World peoples, immigrant, ethnic, or minority communities with whom they will work.

Products and Activities

Professional experience and expertise must be documented through “products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.” Products and activities that meet the appropriate Secretary’s Standards for Archeology and Historic Preservation may include:

- Ethnographic field studies and survey reports, oral histories, or social impact assessments.
- National Register documentation of ethnographic resources or traditional cultural properties resulting in property listings or Determinations of Eligibility.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to the documentation and preservation of historic and archeological resources, and/or traditional cultural properties.
- Presentations at regional, national, or international professional conferences, symposia, workshops or exhibits related to the documentation and preservation of historic and archeological resources, and/or traditional cultural properties.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with the documentation and preservation of historic and archeological resources.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Curation; Historic Preservation Professional Qualification Standards

Curation is the practice of documenting, managing, preserving, and interpreting museum collections according to professional museum and archival practices.

Standard for Curator

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Museum Studies or a closely related field of study (see Academic Background for Curation), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Curation that enables professional judgments to be made about the identification, evaluation, documentation, preventive care, or interpretation of collections associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Curators); or

(b) An undergraduate degree in Museum Studies or a closely related field of study (see Academic Background for Curation), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Curation that enables professional judgments to be made about the identification, evaluation, documentation, preventive care, or interpretation of collections associated with historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Curator).

Curation—Academic Background

Closely related fields: A degree program called Museum Studies in one academic institution might be called

Museum Science or Museology in another institution. Since Curators often specialize in particular disciplines, those fields of study would be relevant provided that theoretical as well as hands-on training was also obtained in museum methods and techniques, including collections care and management. Examples of relevant fields could include American Studies, Anthropology, Archeology, Art History, Archival or Library Science, History, Biology, Botany, Chemistry, Physics, Engineering, Geology, Zoology, and other similar fields of study, depending upon the nature of the collections to be curated.

Discipline specializations: Professional Curators tend to be specialists in a particular academic discipline relevant to the collections held by their institution or museum, which could include, for example, 19th-century Hudson Valley School paintings, Southwest Pueblo pottery, Civil War military uniforms, site-specific archeological materials, or natural history specimens.

Applying the Standard for Curator—Documenting Professional Experience

A professional Curator typically has experience in managing and preserving a collection according to professional museum and archival practices. Cultural training should involve experience with the chemical and physical properties of material culture, as well as practical and legal aspects of health and safety, an understanding of climate control systems, security, and conservation methods. The Curator is directly responsible for the care and academic interpretation of all objects, materials, and specimens belonging to or lent to the museum; recommendations for acquisition, de-accession, attribution and authentication; and research on the collections and the publication of the results of that research. The Curator also may have administrative and/or exhibition responsibilities.

Products and Activities

Professional experience and expertise must be documented through “products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation.” Products and activities that meet the appropriate Secretary’s Standards for Archeology and Historic Preservation may include:

- Exhibit catalogs and other scholarly reports.
- Field or laboratory work that demonstrates ability to conserve, document, or interpret archeological,

archival, or material culture objects or collections.

- Plans or finding aids for the preservation or documentation of museum collections.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to the care and treatment of archeological, archival, or material culture objects or collections.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits related to the care and treatment of archeological, archival, or material cultural objects or collections.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with the care and treatment of archeological, archival, or material culture objects or collections.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Engineering; Historic Preservation Professional Qualification Standards

Engineering is the practice of applying scientific principles to the research, planning, design, and management of structures and machines such as roads, bridges, canals, dams, docks, locomotives, and buildings, including their structural, electrical, or mechanical systems. Historic Engineering involves specialized training in engineering principles, theories, concepts, methods, and technologies of the past, and appropriate methods of interpreting and preserving historic engineered structures or machinery.

Standard for Engineer

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized license to practice civil or structural engineering, plus, a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of engineering that enables professional judgments to be made about the documentation or treatment of historic

structures and machines in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Engineers); or * * *

(b) A Masters of Civil Engineering degree with demonstrable course work in Historic Preservation, for historic structures rehabilitation, plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Engineering that enables professional judgments to be made about the documentation or treatment of historic structures and machines in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Engineers); or * * *

(c) A Bachelors of Civil Engineering degree with at least one year of graduate study in History of Technology, Historic Preservation, Engineering History, or a closely related field (see Academic Background for Engineers), plus a minimum of two (2) years of full-time professional experience applying the theories, methods and practices of Engineering that enables professional judgments to be made about the documentation or treatment of historic structures and machines in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Engineers).

(Note: Only persons who are licensed to practice Engineering in that State may prepare and seal plans and specifications in order to obtain construction permits, authorize payments to contractors, and certify that the work is complete. However, State staff, State Review Board members, and CLG staff or Commission members who are not licensed, but who meet the Standard for Engineer under (b) or (c) above, can review proposed and completed work for compliance with the applicable Secretary's Standards for Tax Act, HPF Grant, or other related programs.)

Engineering—Academic Background

Closely related fields: The Bachelor of Civil Engineering degree is a five-year degree that is unlikely to include historic preservation course work. The same is true of a Masters of Civil Engineering degree. An Engineer with an Engineering degree is well grounded in all aspects of engineering practice,

including design, planning, construction specifications, and contract administration. Although this background is essential, additional training is needed in order to understand and work with historic structures, sites, and machines, with their complex material evolution and treatment problems. Specialized training, to supplement that provided by the professional Engineering program, should be acquired in such areas as American Architectural and Engineering History, History of Technology, Architectural Preservation, Conservation, Historic Construction Technologies, Historic Building Materials, Historical Archeology, and Historic Preservation.

Discipline specializations: Civil Engineering, Electrical Engineering, Mechanical Engineering, and Structural Engineering are typical specializations within the broader discipline of Engineering. The two specializations most often used in historic preservation projects are Civil and Structural Engineering. Occasionally, there may be the need for a Mechanical Engineer to address issues concerning historic machinery such as locomotives, steam engines, water turbines, electric generators, and similar machines and equipment, or particularly complex mechanical systems in a historic structure.

Applying the Standard for Engineer—Documenting Professional Experience

To be licensed by a State Government as a professional Engineer, an individual must pass a written exam and successfully fulfill education, training, and experience requirements. In addition, a professional Historical Engineer has both theoretical knowledge and technical skill associated with preserving historic structures and machines, and with the application of Engineering theories, methods, and practices that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures and machines in the United States and its Territories. A professional Historical Engineer typically has gained experience on structural preservation projects, which have included research and detailed investigations of historic structures or mechanical artifacts and preparation of recommendations for the treatment of such properties in order to preserve them in accordance with the appropriate Secretary's Standards for Archeology and Historic Preservation (particularly the Secretary's Standards for the Treatment of Historic Properties).

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation."

Products and activities that meet the Secretary Standards for Archeology and Historic Preservation may include:

- Plans and Specifications for the preservation, rehabilitation, or restoration of historic structures, such as bridges, dams, canal locks, and for the structural rehabilitation or seismic stabilization of buildings.
- Adaptive reuse or feasibility studies that make recommendations for preserving or structurally stabilizing historic structures, including bridges.
- Historic Structure Reports or Condition Assessments of historic structures or machines.
- Documentation that meets HABS/HAER standards for recording historic structures or machines.
- Experience applying the Secretary of the Interior's Standards for the Treatment of Historic Properties to the review of work on historic structures, sites or machines.
- Awards for historic structure preservation, rehabilitation, or restoration received from local, regional, national, or international professional organizations.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books about the preservation of historic structures or machines.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits about the preservation of historic structures or machines.
- Professional service on boards or committees or regional, national, or international professional organizations concerned with the preservation of historic structures or machines.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical.

Folklore; Historic Preservation Professional Qualification Standards

Folklore is the study and documentation of traditional, expressive culture shared within various ethnic, familial, occupational, religious, and regional groups.

Standard for Folklorist

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Folklore, Folklife Studies, Anthropology or a closely related field of study (see Academic Experience for Folklore), with a specialization in Folklore or Folklife Studies, plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Folklore that enables professional judgments to be made about the identification, evaluation, or documentation of folk cultures or lifeways associated with historic or prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Folklorists); or * * *

(b) An undergraduate degree in Anthropology or a closely related field of study (see Academic Experience for Folklore), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Folklore that enables professional judgments to be made about the identification, evaluation, or documentation of folk cultures or lifeways associated with historic or prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation. (see Documenting Professional Experience for Folklorists).

Folklore—Academic Background

Closely related fields: Typically, a professional Folklorist has a graduate degree in Folklore or Folklife Studies, or from highly specialized study within other disciplines such as Anthropology, English, Linguistics, or Sociology, provided that such study included training in theory, research and fieldwork techniques, and in the diverse categories of expressive culture.

Discipline specializations: A graduate degree in Anthropology may be combined with a specialization in Folklore and Folklife Studies. Other specializations may include: English, Cultural Anthropology, Ethnohistory, Ethnobotany, Ethnozoology, Ethnoarchaeology, Cultural Geography, Sociology, and Oral History.

A professional Folklore specialist, or Folklorist, may specialize in any of the categories of traditional expressive culture, such as music

(ethnomusicology), spoken word traditions, material culture, customs, or religious and belief systems; or specialization may focus on the study of a particular contemporary group (such as the Pennsylvania Amish) or region of the United States (such as Appalachia).

Applying the Standard for Folklorist—Documenting Professional Experience

A professional Folklorist typically demonstrates professional knowledge and skills in established methods and techniques of folklore and folklife research in the collection, evaluation, documentation, analysis, and/or presentation of grassroots and traditional cultural expression, including folk music, spoken word, dance, craftsmanship and artistic traditions, folkways, customs, belief systems, traditional foodways, and regional and/or occupational groups and communities. Experience would typically include fieldwork, with on-site interviews, observation, and documentation of contemporary human cultural activities.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Field studies and survey reports, oral histories, or assessments of the significance of historic properties.
- Publications, which might include articles in regional, national, or international professional journals; monographs, books, or chapters in edited books, related to assessing the significance of historic or traditional cultural properties.
- Presentations at regional, national, or international professional conferences, symposia, workshops, exhibitions, or other educational venues related to analyzing cultural traditions in evaluating the significance of historic or traditional cultural properties.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with documenting and analyzing cultural traditions.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet

the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Historic Architecture; Historic Preservation Professional Qualification Standards

Historic Architecture is the practice of applying artistic and scientific principles to the research, planning, design, and management of the built environment with specialized training in the principles, theories, concepts, methods, and techniques of preserving historic buildings and structures.

Standard for Historical Architect

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized license to practice Architecture, plus, a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historical Architects); or * * *

(b) A Masters of Architecture degree with demonstrable course work in Architectural Preservation, Architectural History, Historic Preservation, Historic Preservation Planning, or a closely related field (see Academic Background for Historic Architecture), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historical Architects); or * * *

(c) A Bachelors of Architecture degree with at least one year of graduate study in Architectural Preservation, Architectural History, Historic Preservation, Historic Preservation Planning, or a closely related field (see Academic Experience for Historic

Architecture), plus a minimum of two (2) years of full-time professional experience applying the theories, methods and practices of Historic Architecture that enables professional judgments to be made about the evaluation, documentation, or treatment of historic structures in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historical Architects).

(Note: Only persons who are licensed to practice Architecture in that State may prepare and seal plans and specifications in order to obtain construction permits, authorize payments to contractors, and certify that the work is completed. However, State staff, State Review Board members, and CLG staff or Commission members who are not licensed, but who meet the Standard for Historical Architect under (b) or (c) above, can review proposed and completed work for compliance with the applicable Secretary's Standards for Tax Act, HPF Grant, or other related programs.)

Historic Architecture—Academic Background

Closely related fields: The Bachelor of Architecture degree is a five-year degree that does not always include historic preservation course work. The same may be true of a Masters of Architecture degree. An Historical Architect is first an Architect and, as such, is well grounded in all aspects of architectural practice, including architectural design, planning, construction specifications, and contract administration. Although this background is essential, additional training is needed in order to understand and work with historic structures, with their complex material evolution and treatment problems. Specialized training, to supplement that provided by the professional Architecture program, should be acquired in such areas as American Architectural History, Architectural Preservation, Conservation, Historic Construction Technologies, Historic Building Materials, and Historic Preservation.

Discipline specialization: Historic Architecture is a specialization within the broader discipline of Architecture.

Applying the Standard for Historical Architect—Documenting Professional Experience

To be licensed by a State Government as a professional Architect, an individual must pass a written exam and successfully fulfill education, training, and experience requirements. In addition, a professional Historical

Architect has both theoretical knowledge and technical skill associated with preserving historic structures, and with the application of Architecture theories, methods, and practices that enables professional judgments to be made about the evaluation, documentation, or treatment of historic properties in the United States and its Territories. A professional Historical Architect typically has gained experience on structural preservation projects, which have included research and detailed investigations of historic structures and preparation of recommendations for the treatment of properties in order to preserve them in accordance with the appropriate Secretary's Standards for Archeology and Historic Preservation (particularly the Secretary's Standards for the Treatment of Historic Properties).

Products and activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the Secretary Standards for Archeology and Historic Preservation may include:

- Plans and Specifications for the preservation, rehabilitation, or restoration of historic structures.
- Adaptive reuse or feasibility studies that make recommendations for preserving historic structures.
- Historic Structure Reports or Condition Assessments of historic structures.
- Documentation that meets HABS/HAER standards for recording historic structures.
- Experience applying the Secretary of the Interior's Standards for the Treatment of Historic Properties to the review of work on historic structures.
- Awards for historic structure preservation, rehabilitation, or restoration received from local, regional, national, or international professional organizations.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books about the preservation of historic structures.
- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits about the preservation of historic structures.
- Professional service on boards or committees or regional, national, or international professional organizations

concerned with the preservation of historic structures.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical.

**Historic Landscape Architecture;
Historic Preservation Professional
Qualification Standards**

Historic Landscape Architecture is the practice of applying artistic and scientific principles to the research, planning, design, and management of both natural and built environments with specialized training in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes.

Standard for Historical Landscape Architect

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized license to practice Landscape Architecture, plus, a minimum of two (2) years full-time professional experience applying the theories, methods, and practices of Landscape Architecture that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Landscape Architects); or
* * *

(b) A Masters degree in Landscape Architecture with demonstrable course work in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes, plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Landscape Architecture that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Landscape Architects); or
* * *

(c) A four-year or five-year Bachelors degree in Landscape Architecture, plus a minimum of three (3) years of full-

time professional experience applying the theories, methods, and practices of Landscape Architecture that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Landscape Architects).

(Note: Only persons who are licensed to practice Landscape Architecture in that State may prepare and seal plans and specifications in order to obtain construction permits, authorize payments to contractors, and certify that the work is completed. However, State staff, State Review Board members, and CLG staff or commission members who are not licensed, but who meet the Standard for Historical Landscape Architect under (b) or (c) above, can review proposed and completed work for compliance with the applicable Secretary's Standards for Tax Act, HPF Grant, Grant, or other related programs.)

*Historic Landscape Architecture—
Academic Background*

Closely related fields: Landscape Architecture is the typical professional Bachelors degree, which is awarded after successful completion of a four-year or five-year undergraduate program. However, the Bachelors or Masters in Landscape Architecture may not always include historic preservation course work. While the standard Landscape Architecture degree program addresses all general aspects of landscape architectural practice (including design, planning, construction specifications, and professional practice), additional training is needed for Historical Landscape Architects. They may need training in landscape research, documentation, analysis, evaluation, and treatment techniques. This additional training is achieved through additional course work and/or professional experience.

Graduate study: The Masters in Landscape Architecture degree is the typical graduate degree, which is awarded after successful completion of a two-year or three-year graduate program. This degree should include studies in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes. Course work may include cultural geography; landscape history; archival research techniques; historic preservation theory, principles, and practice; and preservation technologies.

Discipline specialization: Historic Landscape Architecture is a specialization within the broader field of Landscape Architecture. Historical Landscape Architects should have completed training in the principles, theories, concepts, methods, and techniques of preserving cultural landscapes. Cultural landscape preservation focuses on preserving a landscape's physical attributes, biotic systems, and use (especially when that use contributes to its historical significance). Graduate study and/or professional experience provides the specialized training needed by the Historical Landscape Architect.

*Applying the Standard for Historical
Landscape Architect—Documenting
Professional Experience*

To be licensed by a State Government as a professional Landscape Architect, an individual typically must pass a written exam and successfully fulfill education, training, and experience requirements. In addition, an Historical Landscape Architect must have two years of experience in the application of Landscape Architecture theories, methods, and practices to the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories. A professional Historical Landscape Architect has both theoretical knowledge and technical skill associated with the preservation of cultural landscapes in accordance with the Secretary's Standards for Archeology and Historic Preservation. Cultural landscapes include historic sites, historic designed landscapes, historic vernacular landscapes, and ethnographic landscapes.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Surveys and inventories of cultural landscapes.
- Documentation of cultural landscapes that meets the Secretary's Standards for Documentation.
- National Register nominations or Determinations of Eligibility for cultural landscapes.
- Cultural Landscape treatment and maintenance plans.
- Cultural Landscape Reports.

- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books about cultural landscape preservation.

- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits about cultural landscape preservation.

- Professional service on boards or committees or regional, national, or international professional organizations concerned with cultural landscape preservation.

- Awards, research grants, research fellowships, or invitations to teaching posts associated with cultural landscape preservation.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical.

Historic Preservation Planning; Historic Preservation Professional Qualification Standards

Historic Preservation Planning, a specialization within Planning, is the practice of identifying and carrying out particular goals and strategies to protect historic and archeological resources at the local, regional, State, or national level.

Standard for Historic Preservation Planner

(a) The applicant, employee, consultant, or advisor will have a State Government-recognized certification or license in Land-use Planning, plus, minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservation Planner); or * * *.

(b) A graduate degree in Planning with demonstrable course work in Historic Preservation, or a graduate degree in a closely related field of study with demonstrable course work in Historic Preservation (see Academic Background for Historic Preservation

Planning), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservation Planner); or * * *.

(c) An undergraduate degree in Planning with demonstrable course work in Historic Preservation or an undergraduate degree in a closely related field of study with demonstrable course work in Historic Preservation (see Academic Background for Historic Preservation Planning), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation Planning that enables professional judgments to be made about the identification, evaluation, documentation, registration, protection, or treatment of historic and archeological properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservation Planner).

Historic Preservation Planning—Academic Background

Closely related fields: Professional Historic Preservation Planners typically receive their education through academic Planning programs, although increasingly Historic Preservation programs are offering Historic Preservation Planning as a concentration in which degrees are awarded. Other fields that may be closely related, provided that training relevant to Historic Preservation Planning is obtained, include Historical or Cultural Geography, Architecture, Urban Design, and Historic Preservation.

Discipline specializations: Historic Preservation Planning is a specialization within the broader discipline of Planning. Other specializations include Urban, City, Town, or Community Planning; Regional Planning; Land Use Planning; Environmental Planning; Recreation Planning; Transportation Planning; and Housing Planning.

Applying the Standard for Historic Preservation Planner—Documenting Professional Experience

In order to receive a license or be registered or certified as a professional Planner, an individual typically must pass a written exam and have completed a specified number of years of experience. A professional Historic Preservation Planner typically has gained experience in data collection and analysis; survey and evaluation of existing conditions; consultation with elected and appointed officials and the general public; identification of alternative strategies; enforcement or administration of relevant statutes and regulations; and the preparation of planning documents.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- Preservation plans adopted by government officials; and/or results of preservation planning studies incorporated into the local comprehensive or master plan.

- Ordinances for the protection of historic and/or archeological resources.

- Economic Feasibility Studies that make recommendations for preserving historic or archeological properties.

- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to preservation planning.

- Presentations at regional, national, or international professional conferences, symposia, workshops, or exhibits related to preservation planning.

- Professional service on boards of committees or regional, national, or international professional organizations concerned with preservation planning.

- Planning awards received from local, regional, national, or international professional organizations.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the

majority of products and activities would naturally reflect that specialization.

Historic Preservation; Historic Preservation Professional Qualification Standards

Historic Preservation is the application of strategies that promote the identification, evaluation, documentation, registration, protection, treatment, continued use, and interpretation of prehistoric and historic resources.

Standard for Historic Preservationist

(a) The applicant, employee, consultant, or advisor will have a graduate degree in Historic Preservation or a closely related field of study (see Academic Background for the Historic Preservation discipline), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservationists); or * * *.

(b) An undergraduate degree in Historic Preservation or a closely related field of study (see Academic Background for the Historic Preservation discipline), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of Historic Preservation that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic and prehistoric properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historic Preservationists).

Historic Preservation—Academic Background

Closely related fields: Various fields of study may be considered closely related to Historic Preservation, such as American Studies, Architecture, Architectural History, Archeology, History, and Historical or Cultural Geography, provided that such

programs of study include course work in the history of the designed environment, history and theory of preservation, historic preservation methods, techniques, and legislation (Federal, State and local), plus a formal supervised practicum or internship for hands-on application of knowledge and technical skills in the field.

Discipline specializations: While most Historic Preservationists tend to be generalists, many specialize in such areas as Architectural, Landscape, and Community Design, Historic Building Technology, Preservation Economics, Preservation Law, Historic Preservation Planning, and Site Interpretation and Management.

Applying the Standard for Historic Preservationist—Documenting Professional Experience

A professional Historic Preservationist typically has experience that demonstrates a well-grounded understanding of the principles, practices, laws and regulations, and diverse resources of historic preservation.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation of historic or archeological resources." Products and activities that meet the appropriate Secretary's Standards for Archeology and Historic Preservation may include:

- National Register documentation that has resulted in property listings or Determinations of Eligibility.
- Survey reports assessing the significance of historic properties.
- Historic Structure Reports.
- Adaptive reuse plans or feasibility studies that make recommendations for preserving historic properties.
- Written opinions that have been accepted that assess the impact that an undertaking will have on historic or archeological properties.
- Historic District Ordinances that have been adopted by a local government.
- Documentation that meets HABS/HAER standards for recording historic properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to historic preservation.
- Presentations at regional, national, or international professional

conferences, symposia, workshops, or exhibits related to historic preservation.

- Professional service on boards or committees or regional, national, or international professional organizations concerned with historic preservation.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

History; Historic Preservation Professional Qualification Standards

History is the study of the past through written records, oral history, and material culture and the examination of that evidence within a chronological or topical sequence in order to interpret its relationship to preceding, contemporary and subsequent events.

Standard for Historian

(a) The applicant, employee, consultant, or advisor will have a graduate degree in History or a closely related field of study (see Academic Background for History), plus a minimum of two (2) years of full-time professional experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation (see Documenting Professional Experience for Historians); or * * *

(b) An undergraduate degree in History or a closely related field of study (see Academic Background for History), plus a minimum of four (4) years of full-time professional experience applying the theories, methods, and practices of History that enables professional judgments to be made about the identification, evaluation, documentation, registration, or treatment of historic properties in the United States and its Territories; and products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the

practice of historic preservation (see Documenting Professional Experience for Historians).

(**Note:** Pursuant to 36 CFR part 61 a person meeting this Standard is required as part of the core staff for each State Historic Preservation Office (SHPO) and as part of each State Review Board. Expertise described by this standard is also needed for Tribal Preservation Office staff or consultants of tribes that have executed a Memorandum of Agreement to implement Section 101(d) of the National Historic Preservation Act. It also may be needed for consultants hired with HPF grant funds and for members of Certified Local Government Commissions.)

History—Academic Background

Closely related fields: For this Standard, the professional degree is typically awarded in History, American History, or Public History. Relevant training can be obtained in programs of American Studies, American Civilization, Historical or Cultural Geography, Anthropology, Ethnohistory, and Historic Preservation, providing that course work is offered in historical research methods and techniques. Education in the social and cultural history of countries other than North America may be relevant when dealing with the histories of immigrant, ethnic or minority groups in the United States.

Discipline specializations:

Professional Historians tend to concentrate their education and experience in one of the many chronological, regional, and topical specializations within American History (such as colonial history, southern history, community history, women's history, military history, history of technology, or industrial history).

Applying the Standard for Historians—Documenting Professional Experience

A professional Historian has experience in archival and primary documents research, evaluating and synthesizing this information, and preparation of scholarly narrative histories. Historic research experience in countries other than North America may be relevant when researching the histories of immigrant, ethnic or minority groups in the United States of America.

Products and Activities

Professional experience and expertise must be documented through "products and activities that demonstrate the successful application of acquired proficiencies in the discipline to the practice of historic preservation." Products and activities that meet the appropriate Secretary's Standards for

Archeology and Historic Preservation may include:

- National Register documentation that has resulted in property listings or Determinations of Eligibility.
- Documentation that meets HABS/HAER standards for recording historic properties.
- Survey reports assessing the significance of historic properties.
- Publications, which might include articles in regional, national, or international professional journals, monographs, books, or chapters in edited books, related to documenting and evaluating the significance of historic properties.
- Presentations at regional, national or international professional conferences, symposia, workshops, or exhibits related to documenting and evaluating historic properties.
- Professional service on boards or committees of regional, national, or international professional organizations concerned with documenting and evaluating the significance of historic properties.
- Awards, research grants, research fellowships, or invitations to teaching posts.

This list is not comprehensive. Furthermore, it should be understood that not all of these products and activities are needed in order to meet the Standard; rather, a combination of several products and activities would be more typical. If the applicant were documenting professional experience in one of the specializations, however, the majority of products and activities would naturally reflect that specialization.

Sources of Additional Information—Professional Organizations

The following organizations may be contacted to request additional information about the specific disciplines, college and university departments, workshops, and conferences and publications about the practice of each discipline.

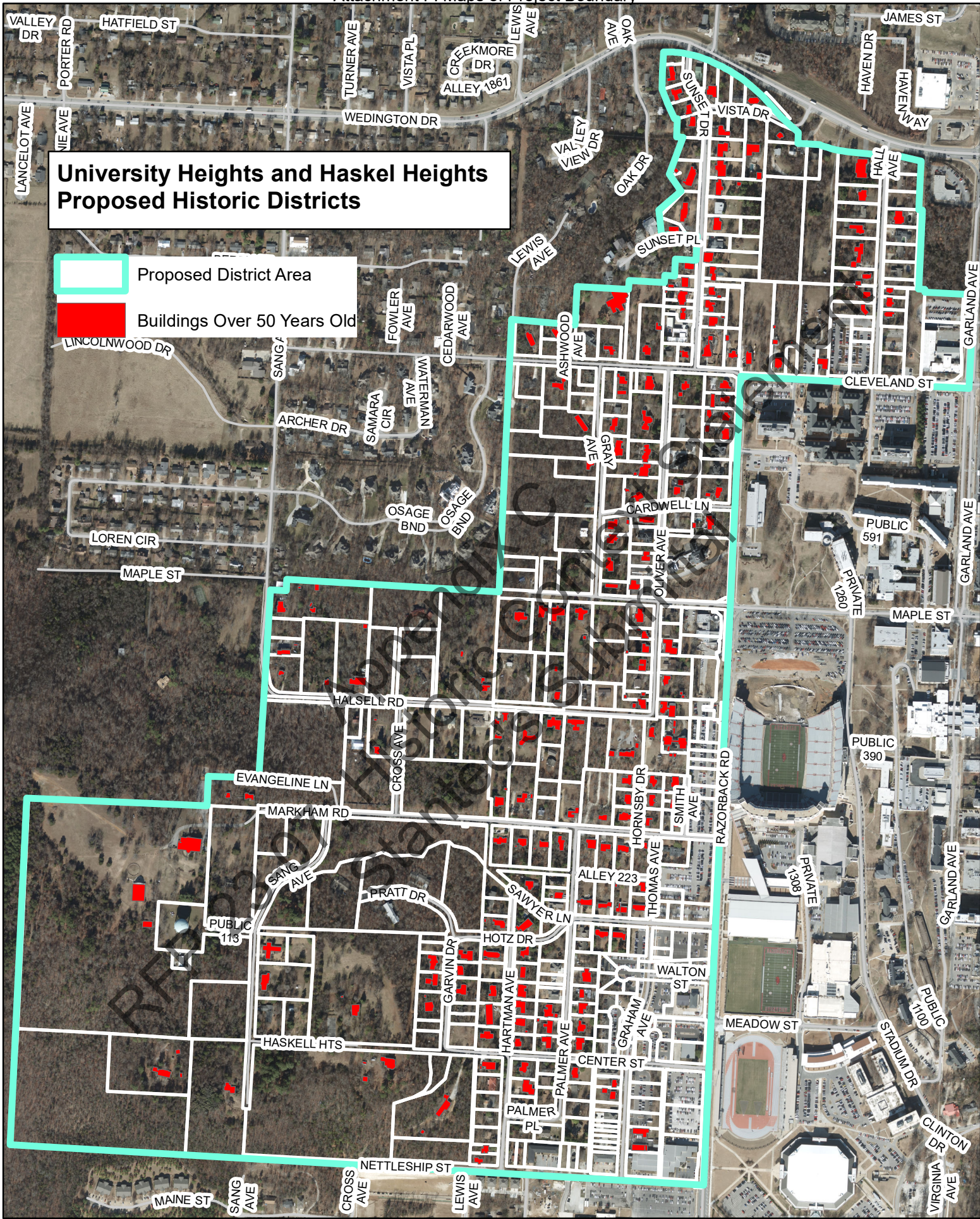
American Anthropological Association, 4350 North Fairfax Drive, Suite 630, Arlington, VA 22203-1621
American Association of Museums, P.O. Box 4002, Washington, D.C. 20042-4002
American Association for State Federal and Local History, 530 Church Street, Suite 600, Nashville, TN 37219-2325
American Cultural Resources Association, c/o New South Associates, 6150 Ponce de Leon Avenue, Stone Mountain, GA 30083
American Folklife Center, Library of Congress, Washington, D.C. 20540-8100
American Historical Association, 400 A Street, SE., Washington, D.C. 20003

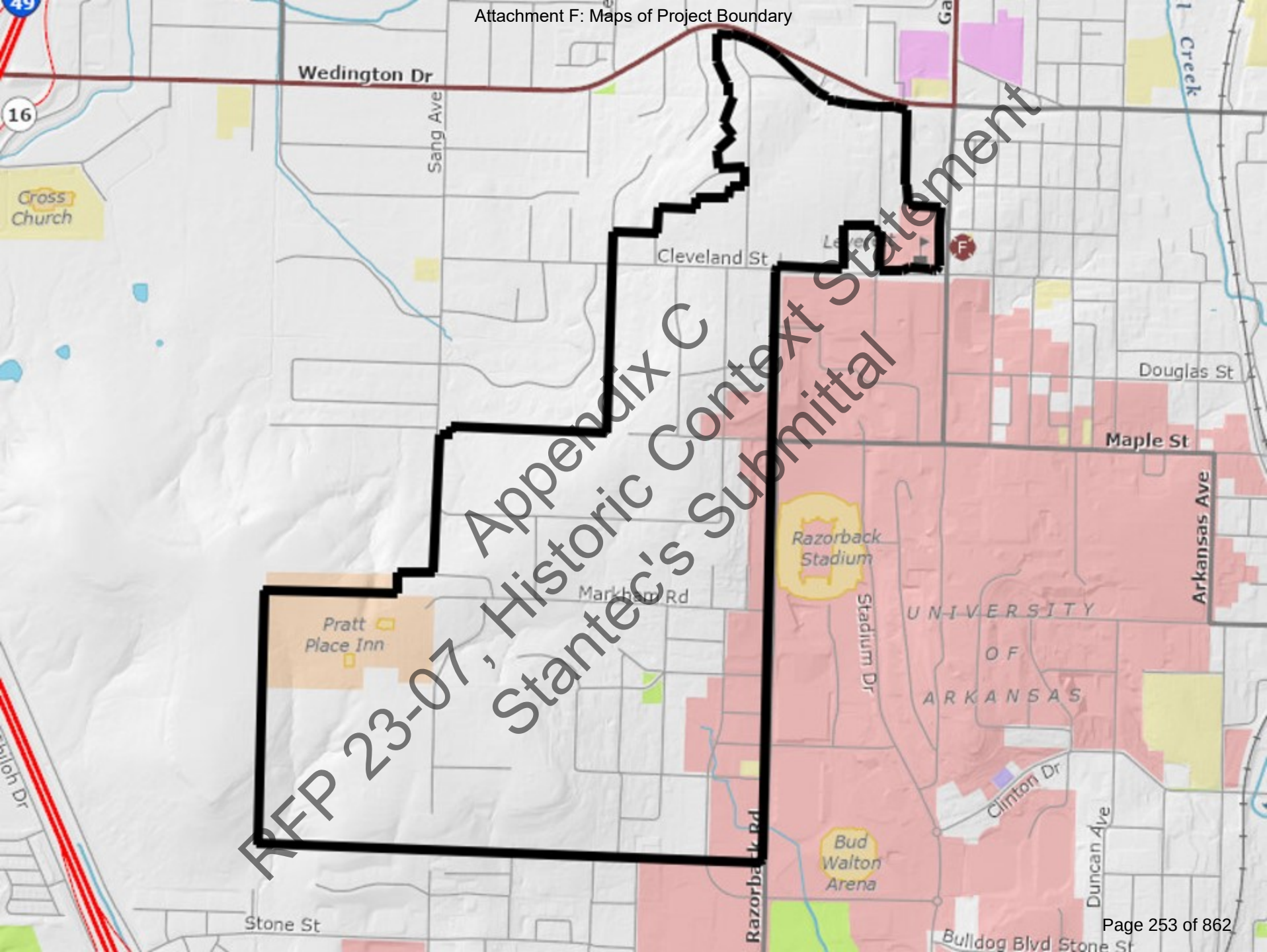
American Institute for the Conservation of Historic & Artistic Works, 1717 K Street, NW., Suite 301, Washington, D.C. 20006
American Institute of Architects, 1735 New York Avenue, NW., Washington, D.C. 20006
American Institute of Certified Planners, 1776 Massachusetts Avenue, NW., Washington, D.C. 20036
American Planning Association, 122 S. Michigan Avenue, Suite 1200, Chicago, IL 60603-6107
American Society of Civil Engineers, 1801 Alexander Bell Drive, Reston, VA 20191-4400
American Society of Landscape Architects, 4401 Connecticut Avenue, NW., Washington, D.C. 20008-2302
American Society of Mechanical Engineers, P.O. Box 2900, Fairfield, NJ 07007-2900
American Studies Association, 1120 19th Street, NW., Suite 301, Washington, D.C. 20036
Association for Preservation Technology, P.O. Box 3511, Williamsburg, VA 23187
Association of American Geographers, 1710 16th Street, NW., Washington, D.C. 20009
Center for Museum Studies, Smithsonian Institution, Arts and Industries Building, Suite 2235, MRC, 427, Washington, D.C. 20560
The Institute for Electrical and Electronic Engineers, 445 Hoes Lane, Piscataway, NJ 08855-1331
National Council on Preservation Education, c/o Center for Historic Architecture and Engineering, University of Delaware, Newark, DE 19716
National Council on Public History, 327 Cavanaugh Hall-IUPUI, 425 University Blvd., Indianapolis, IN 46202-5140
National Society of Professional Engineers, 1420 King Street, Alexandria, VA 22314-2794
National Trust for Historic Preservation, 1785 Massachusetts Avenue, NW., Washington, D.C. 20036
Organization of American Historians, 112 North Bryan Street, Bloomington, IN 47408-4199
Society for American Archaeology, 900 2nd Street, NE., Suite 12, Washington, D.C. 20002
Society for Applied Anthropology, P.O. Box 24083, Oklahoma City, OK 73124
Society of Architectural Historians, Charnley-Persky House, 1365 North Astor Street, Chicago, IL 60610-2144
Society for Historical Archeology, P.O. Box 30446, Tucson, AZ 85751
Society of Professional Archeologists, Department of Anthropology, Southern Methodist University, Dallas, TX 75275
Dated: June 12, 1997.

Katherine H. Stevenson,
Associate Director, Cultural Resource Stewardship and Partnerships, National Park Service.

[FR Doc. 97-16168 Filed 6-19-97; 8:45 am]

BILLING CODE 4310-70-P







ARTICLE • SECRETARY OF THE INTERIOR'S STANDARDS AND GUIDELINES FOR ARCHEOLOGY AND HISTORIC PRESERVATION

Professional Qualifications Standards

Introduction

The following requirements are those used by the National Park Service, and have been previously published in the Code of Federal Regulations, 36 CFR Part 61. The qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic properties involved. In the following definitions, a year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History

The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Archeology

The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration, or management;
2. At least four months of supervised field and analytic experience in general North American archeology, and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History

The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field with coursework in American architectural history or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture

The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture.

Historic Architecture

The minimum professional qualifications in historic architecture are a professional degree in architecture or a State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

Part of a series of articles titled [Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation \(https://www.nps.gov/articles/series.htm?id=62144687-B082-538A-A0174FFF26496394\)](https://www.nps.gov/articles/series.htm?id=62144687-B082-538A-A0174FFF26496394).

Previous: [Historic Preservation Projects Guidelines \(https://www.nps.gov/articles/sec_stds_hist_pres_proj_guidelines.htm\)](https://www.nps.gov/articles/sec_stds_hist_pres_proj_guidelines.htm)

Next: [Preservation Terminology \(https://www.nps.gov/articles/sec-stds-pres-terminology.htm\)](https://www.nps.gov/articles/sec-stds-pres-terminology.htm)



archeology

archaeology

professional qualification standards

secretary of the interiors standards and guidelines for archeology and historic preservation

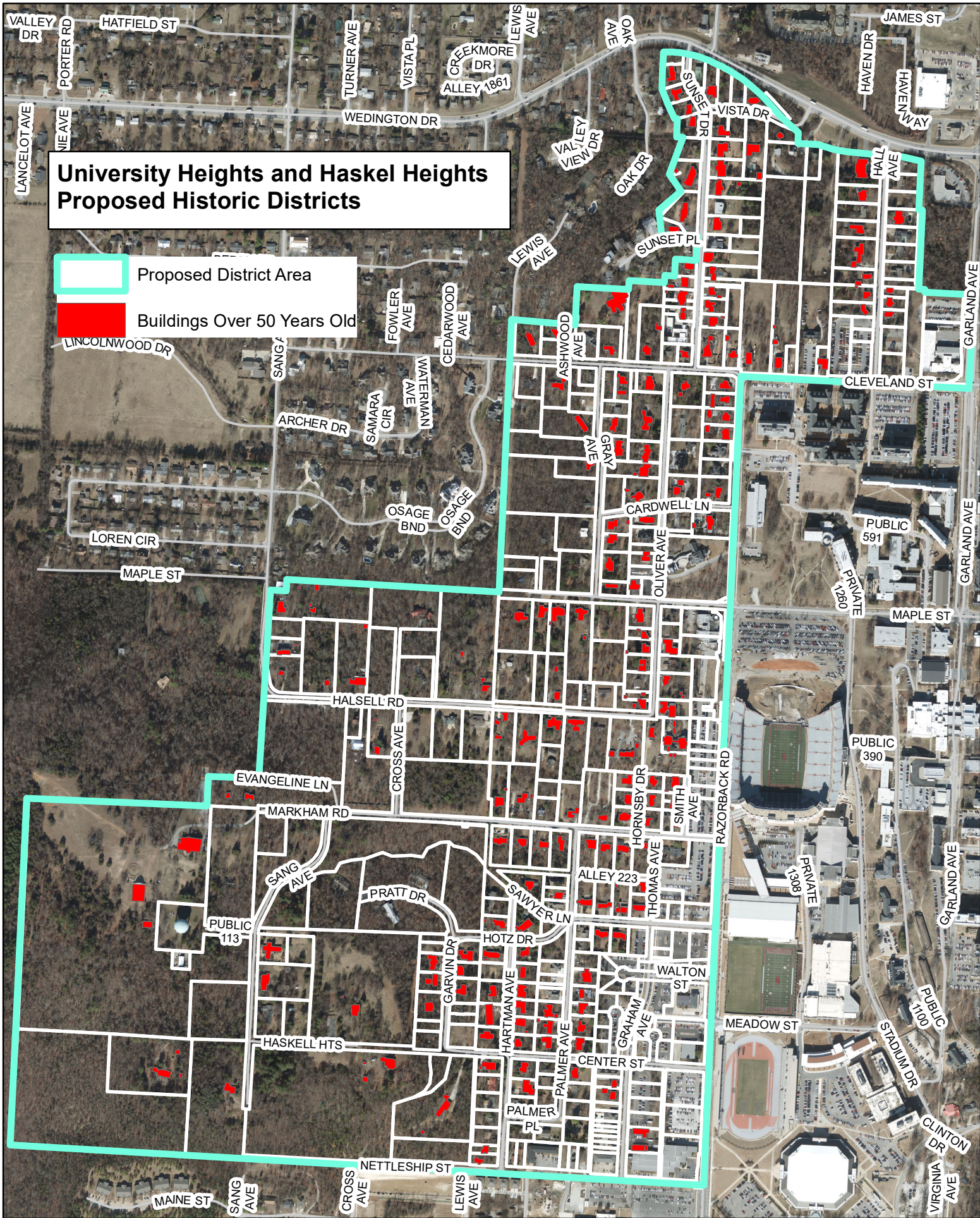
Was this page helpful?

☐ Yes

☐ No

 An official form of the United States government. Provided by **Touchpoints**
(<https://touchpoints.app.cloud.gov/>)

RFP 23-07 , Historic Context Statement
Appendix C
Stantec's Submittal



University Heights and Haskel Heights Proposed Historic Districts

- Proposed District Area
- Buildings Over 50 Years Old



0 220 440 880 Feet
Page 257 of 862



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council

THRU: Ted Jack, Park Planning Superintendent
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
Susan Norton, Chief of Staff

FROM: Zach Foster, Park Planner II

DATE: August 15, 2023

SUBJECT: **Recreational Trail Grant Acceptance - Lake Fayetteville**

RECOMMENDATION:

Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation (ARDOT) for trail improvements to Lake Fayetteville Regional Park and authorizing the Mayor to sign additional documents as necessary to utilize \$100,000 in federal-aid funds through the Recreational Trail Program (RTP) and approving a budget adjustment to recognize grant revenue and to recognize \$124,000 of Northeast Park Land Dedication funds into this project for the 20% matching requirement and other planned project costs.

BACKGROUND:

Staff applied for a \$250,000 award from the RTP grant in June 2022 and received notice of a \$100,000 award. The most heavily used section of the Razorback Greenway passes over the Lake Fayetteville dam but interaction with the lake is limited. The lake shore south of the dam has no official access but offers interesting views and interaction with the lake and natural areas. This project will provide access across an existing ravine. A goal is to eventually create a fully accessible nature trail as outlined in the attached conceptual map. Additional items such as wayfinding markers, sitting areas, and any additional trail improvements will be a secondary focus as funds are available.

DISCUSSION:

This grant project will construct approximately 450 feet of 10-foot wide accessible trail and connect the Veteran's Park playground with the Razorback Greenway. A designer will be hired to prepare construction and bid documents.

BUDGET/STAFF IMPACT:

The \$100,000 RTP grant requires a City match of \$20,000. The city is also responsible for 100% of project design, right-of-way/utilities, and inspection.

ATTACHMENTS: 2023-1012 SRF ARDOT RTP Grant, 2023-1012 BA ARDOT RTP Grant, AOU (unsigned), ARDOT Award, Form LPA-004 (unsigned), Form LPA-005 (unsigned), Form LPA-018, Form LPA-019, Project Map (Site Detail), Project Map (Site Location), Project Map (Concept 4-7-2022), Sample Resolution

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1012

Recreational Trail Grant Acceptance - Lake Fayetteville

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO ACCEPT AND UTILIZE FEDERAL-AID RECREATIONAL TRAILS PROGRAM FUNDS IN THE AMOUNT OF \$100,000.00 FOR THE TRAILS AT LAKE FAYETTEVILLE REGIONAL PARK, TO APPROVE A CITY MATCH OF \$20,000.00 FOR THE PROJECT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the City of Fayetteville understands Federal-aid Arkansas Department of Transportation – Transportation Alternatives Program Grant funds are available at 80% federal participation and 20% local match to be used for improvements to the trails at Lake Fayetteville Regional Park; and

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

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

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

Section 1: That the City Council of the City of Fayetteville, Arkansas expresses its willingness to participate in accordance with its designated responsibilities in this project, including maintenance of this project and providing local matching funds in the amount of \$20,000.00.

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

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

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, in the amount of \$124,000.00 recognizing park land dedication fees from the Northeast Park Quadrant to be used for the project.

City of Fayetteville Staff Review Form

2023-1012

Item ID

9/5/2023

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

Zach Foster

8/10/2023

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an Agreement of Understanding with the Arkansas Department of Transportation (ARDOT) for trail improvements to Lake Fayetteville Regional Park and authorizing the Mayor to sign additional documents as necessary to utilize \$100,000 in federal-aid funds through the Recreational Trail Program (RTP) and approving a budget adjustment to recognize grant revenue and to recognize \$124,000 of Northeast Park Land Dedication funds into this project for the 20% matching requirement and other planned project costs.

Budget Impact:

2250.520.9255-5814.05

2250.520.9256-5814.05

Parks Development

Account Number

Fund

13001.3000.2301

Community Park Impr - Lake Fayetteville

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

\$ 224,000.00

Remaining Budget

\$ 224,000.00

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # 122-22

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Budget Year	Division	Adjustment Number
2023	PARKS & RECREATION (520)	
	Requestor: Alan Bearden	

Request to receive/recognize \$100,000 of Recreational Trail Program (RTP) grant funds awarded from the Arkansas Department of Transportation (ARDOT) and to recognize \$124,000 of Northeast Park Land Dedication funds to be used for the 20% matching requirement of the grant and other planned Lake Fayetteville trail improvements.

	COUNCIL DATE:	9/5/2023
	ITEM ID#:	2023-1012
	Holly Black	
	8/17/2023 2:06 PM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]

**AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF FAYETTEVILLE
AND
THE ARKANSAS DEPARTMENT OF TRANSPORTATION**

In Cooperation with the
U. S. Department of Transportation Federal Highway Administration

RELATIVE TO

Implementation of **Job 040922, Lake Fayetteville Accessible Nature Trail (RTP-22) (S)** (hereinafter called the "Project") as an Arkansas Recreational Trails Program (RTP) Non-Motorized project.

WHEREAS, funding in the Infrastructure Investment and Jobs Act (IIJA) includes 80% Federal-aid funds to be matched with 20% non-federal funds for approved RTP projects; and

WHEREAS, The City of Fayetteville (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching for such funds; and

WHEREAS, the Sponsor has transmitted to the Arkansas Department of Transportation (hereinafter called the "Department") Resolution No. _____ from the Sponsor's governing body authorizing the Sponsor's CEO or their designated representative to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to a limit of \$100,000 maximum Federal-aid approved for the Project:

	Maximum <u>Federal %</u>	Minimum <u>Sponsor %</u>
Project Design:	0	100
Right-of-Way/Utilities:	0	100
Project Construction:	80	20
Project Construction Inspection:	0	100

WHEREAS, the Sponsor understands that these funds have been awarded for specific project purposes, not for the Sponsor to utilize until expended; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Form LPA-001) and that, as part of these requirements, the Department may set goals for DBE participation in the Project ranging from 0% to 100% that are practical and related to the potential availability of DBEs in desired areas of expertise; and

WHEREAS, the Department has published the Arkansas Local Public Agency Project Manual (available at ARDOT.gov) which outlines procedures and requirements which must be followed during development and construction of the Project; and

WHEREAS, the parties agree, unless specifically stated otherwise, that the provisions of this agreement are not intended to create or confer a third party benefit or right in any person or entity, not a party to this agreement.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation of the Project and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Notify the Department in writing who the Sponsor designates as its full-time employee to be in responsible charge of the day to day oversight of the Project (Form LPA-005). If the designated full time employee changes, the Sponsor must notify the Department by resubmitting Form LPA-005. The duties and functions of this person are:
 - Oversee project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;
 - Maintain familiarity of day to day project operations, including project safety issues;
 - Make or participate in decisions about changed conditions or scope changes that require change orders and/or supplemental agreements;
 - During construction, visit and review the project on a daily basis;
 - Review financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;
 - Direct project staff, Sponsor or consultant, to carry out project administration and contract oversight, including proper documentation;
 - Be aware of the qualifications, assignments and on-the-job performance of the Sponsor and consultant staff at all stages of the project.
2. Sponsors that require a reduction or modification to the scope of their project will submit the Revision of Project Scope and Budget (Form LPA-004) with the signed Agreement of Understanding.
3. Prepare plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the project if the project includes design of structural components. (See Form LPA-003 for items to be included in the bid proposal.) Plans which include the design of only non-infrastructure components will not require a registered stamp.
4. Be responsible for any necessary coordination with affected railroads including preliminary and final plan review and for executing any formal railroad maintenance and construction agreements that may be necessary for the project. This includes ensuring that potential bidders are aware of railroad coordination required during construction including flagging services and insurance.
5. Submit plans at 30%, 60%, and 90% completion stages for Department review.

6. Submit the following deliverables for the Project by the listed deadline or risk possible cancellation of the Federal-aid award or significant delay of the Project. If a deadline is missed, the Sponsor may be required to submit a reason for the delay and request a time extension in writing.

Deliverable	Deadline
Signed Agreement of Understanding for Execution by the Department	120 Days from the Kick-off Meeting
30% Complete Plans for Review	240 Days from the Kick-off Meeting
60% Complete Plans for Review	90 Days from the return of Department comments on previous set of plans
90% Complete Plans for Review	90 Days from the return of Department comments on previous set of plans
Final Plans, Bid Documents, and Request for Authority to Advertise	90 Days from the return of Department comments on previous set of plans

7. Complete the process for all permits that might be required for the project. This could include, but is not limited to, the US Army Corp of Engineers Section 404 permit; and the Arkansas Department of Environmental Quality's Section 401 Water Quality Certification, Short Term Activity Authorization, and National Pollutant Discharge Elimination System permit. The Section 404 permitting application(s) and/or determination information should be submitted with the plans to the Department in order to aid in the completion of the environmental documentation.
8. Provide any necessary higher levels of investigation for the required environmental document should the Project have uncertain or significant cultural, environmental or social impacts; have a likelihood of generating controversy; and/or possible economic impacts. For projects located on federal lands, the Sponsor must submit a completed environmental document for the Project, approved by the agency with authority over the federal lands.
9. Comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964, FHWA RTP Guidance, and any other Federal, State, and/or local laws, rules and/or regulations. (See Form LPA-003 for items to be included in the bid proposal).
10. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in conformance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
11. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").
12. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the Project and the land is accessible to the general public for recreational or transportation purposes (See Form LPA-007). If property has been acquired for the Project, use Form LPA-006 for certification of the right-of-way.

13. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
14. Submit a certification letter (Form LPA-008), including all items noted, to the Department when requesting authority to advertise the Project for construction bids.
15. **Refrain from any Project construction** for which the Sponsor expects monetary reimbursement **until a Notice to Proceed is received from the Department.**
16. If the project is to be advertised, it must be done in accordance with federal procedures as shown in Form LPA-010. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
17. Forward a copy of all addenda to the Project during the advertisement to the Department.
18. After bids are opened and reviewed, submit a certification (Form LPA-011), including all items noted, to the Department and request concurrence in award of the contract.
19. Prior to issuing the notice to proceed to the Contractor, the Sponsor must hold a pre-construction meeting with the Contractor and **must invite the Department's Resident Engineer assigned to the Project.**
20. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.
21. Perform construction inspection in accordance with the Guideline for Inspection of Locally Administered Construction Contracts for Transportation Alternatives Program (TAP) Projects and Recreational Trails Program (RTP) Projects (Form LPA-023).
22. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCRR) form (Form LPA-014). For projects being constructed using the Sponsor's forces, reimbursement requests will also be submitted using the CCRR. Requests for reimbursement must be made at least once every three (3) months that construction projects are active in order to avoid being put on the FHWA inactive project list.
23. Attach Report of Daily Work Performed (Form LPA-015) for all days that correspond with each CCRR submittal.
24. Prior to executing the work, submit change orders (Form LPA-022) to the contract to the Department's Resident Engineer assigned to the project for review and approval for program eligibility.
25. Upon project completion hold a final acceptance meeting for the Project and submit the Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Form LPA-016). This form must be signed by the engineer performing construction inspection on the Project, the Department's Resident Engineer

assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's CEO.

26. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
27. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
28. Agree that any and all claims for damages to property or injury to persons caused by any act or omission, negligence, or misconduct from the performance of work by the Sponsor's contractor on the Project shall be the sole responsibility of the Sponsor's contractor and in this regard the Sponsor shall require the contractor on the Project to procure and maintain a General Public Liability Insurance Policy during the duration of the Project which shall be endorsed to include broad form general liability and complete operations coverage on the Project. The contractor shall furnish the Sponsor with documentation of proof of liability insurance coverage with submission of the signed contract.
29. Agree that any claims, liability, costs, expenses, demands, settlements, or judgments arising from misconduct or the negligent acts or omissions of the Sponsor, its employees, agents or contractors in the performance of the Project and this Agreement must be presented to the Sponsor. Further, the Sponsor by acceptance of this grant, agrees that the Department and the Arkansas State Highway Commission, as the pass-through entity, have no duty or responsibility for the design, construction, maintenance or operation of the Project that is the subject of this grant, and, therefore shall have no liability related to the design, construction, maintenance or operation of the Project. The Sponsor also agrees to assume all risks associated with the work to be performed by its agents, employees, and contractors under this grant and Agreement and the Department and the Arkansas State Highway Commission, as the pass-through entity, shall not be responsible or liable for any damages whatsoever from the actions of the Sponsor, its employees, agents and contractors.
30. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
31. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 2 CFR Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Form LPA-017).

32. Grant the right of access to Sponsor's records pertinent to this Project and the right to audit by the Department and Federal Highway Administration officials.
33. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
34. Be responsible for 100% of any and all expenditures for which federal funds do not participate or that are not approved for federal funds.
35. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Form LPA-018), which is necessary for Project participation.
36. Repay to the Department the federal share of the cost of any portion of this Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.
37. Repay all federal funds if this is determined necessary for any reason.
38. Retain total, direct control over the Project throughout the life of the improvements and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project as approved;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.
39. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in the withholding of all future Federal-aid funds.
40. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$750,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$750,000 threshold is subject to change after OMB periodic reviews.
41. Promptly notify the Department if the Project is rendered unfit for continued use by natural disaster or other cause.
42. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Form LPA-019).

43. After each quarter of the calendar year, complete and transmit to the Department the LPA Project Quarterly Report Form (Form LPA-020) until the project is complete.

THE DEPARTMENT WILL:

1. Maintain an administrative file for the Project and be responsible for administering Federal-aid funds.
2. Request review from the Arkansas Historic Preservation Program (AHPP).
3. Provide routine environmental documentation for the Project.
4. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.
5. Upon receipt of the Sponsor's certification of right-of-way (property) ownership, provide the appropriate documentation to the file.
6. Review plans and specifications for project/program eligibility.
7. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
8. Advise the Sponsor when to proceed with Project construction or advertisement of the Project for construction bids.
9. Review bid tabulations and concur in award of the construction contract for the Project.
10. Participate in the Sponsor's preconstruction and final acceptance meetings.
11. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.
12. Review and approve any necessary change orders for project/program eligibility.
13. Reimburse the Sponsor 80% (Federal-aid share) for eligible costs up to the maximum Federal-aid amount as approved in the CCRR form (Form LPA-014). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
14. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified Final Acceptance Report form (Form LPA-016).
15. Provide all form updates via email to the contact as shown on Form LPA-005.

IT IS FURTHER AGREED that Department reserves the right to cancel the Project without liability against the Department for any reason including, but not limited to, unreasonable delay or lack of progress, the Sponsor is unable to provide an audit-worthy reason for the substantial delay in the project development or completion process, or the Sponsor is unresponsive to Department requests.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving all future Federal-aid funds administered by the Department.

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the Project or fail to complete the Project as specified in this Agreement, or fail to adequately maintain or operate the Project, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this _____ day of _____, 20____.

ARKANSAS DEPARTMENT OF
TRANSPORTATION

THE CITY OF FAYETTEVILLE

Lorie H. Tudor, P.E.
Director

Lioneld Jordan
Mayor

Kit Williams
City Attorney

All Forms referenced in this Agreement are available in digital format on the Department's webpage www.ardot.gov/LPA.

ARKANSAS DEPARTMENT OF TRANSPORTATION
NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.



ARKANSAS DEPARTMENT OF TRANSPORTATION

ArDOT.gov | IDriveArkansas.com | Lorie H. Tudor, P.E., Director

10324 Interstate 30 | P.O. Box 2261 | Little Rock, AR 72203-2261

Phone: 501.569.2000 | Voice/TTY 711 | Fax: 501.569.2400

RECEIVED

MAY 03 2023

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

April 25, 2023

The Honorable Lioneld Jordan
Mayor of Fayetteville
113 W. Mountain
Fayetteville, AR 72701

Re: Job 040922
F.A.P. RTP-1302(367)
Lake Fayetteville Accessible Nature Trail
(RTP-22) (S)
Washington County

Dear Mayor Jordan:

Reference is made to the Lake Fayetteville Accessible Nature Trail project which was awarded Recreational Trails Program funding.

In order to proceed, your City Council must adopt a Resolution (sample enclosed) authorizing the project. Then, you and your attorney must sign the enclosed Agreement of Understanding and return it to the Department. A copy of the Agreement of Understanding will be returned to you once fully executed. When submitting the Agreement to the Department for execution, you will also need to complete Form LPA-005, Form LPA-018, and Form LPA-019.

If you have any questions, please contact Erika Simple in our Program Management Division at (501) 569-2481 or Erika.Simple@ardot.gov.

Sincerely,

Keli Wylie, P.E.
Assistant Chief Engineer
Program Delivery

Enclosures

c: Program Management
District 4



Form LPA-004

OFFICE OF THE MAYOR

Revision of Project Scope and Budget

September 6, 2023

Ms. Erica Adams
Division Engineer – Program Management
Arkansas Department of Transportation
P. O. Box 2261
Little Rock, AR 72203

Re: Job #040922
Job Name: Lake Fayetteville Accessible Nature Trail (RTP-22) (S)
County: Washington

Dear Ms. Adams:

The scope and budget for the project has been revised. I certify that:

- 1) The length of the project will be ~450 feet and be 10 feet wide with a paved and natural surface.
- 2) Other project changes are as follows: none.
- 3) Two maps are attached. One is the project location map, and the other is a close up map that shows the project termini.
- 4) The revised budget is \$ 100,000 Federal-aid and \$ 120,000 Sponsor funds for a total project budget of \$ 220,000.

Any substantial changes to the above information will be submitted in writing to ARDOT.

Sincerely,

Lioneld Jordan
Mayor

Attachments



OFFICE OF THE MAYOR

Designating Full-Time Employee In Responsible Charge

September 6, 2023

Ms. Jessie Jones
Division Engineer – Program Management
Arkansas Department of Transportation
P.O. Box 2261
Little Rock, AR 72203

RE: Job #040922
Job Name: Lake Fayetteville Accessible Nature Trail (RTP-22) (S)
County: Washington

Dear Ms. Jones:

The full-time employee in responsible charge of the day to day oversight for the referenced project will be **Zach Foster**. This letter certifies that the employee is aware of the duties and functions they are in charge of as outlined in the Agreement of Understanding. This employee may be reached by phone at **(479) 444-3472** or by email at **zfoster@fayetteville-ar.gov**.

Sincerely,

Lioneld Jordan
Mayor

CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City of Fayetteville, Arkansas

Sponsor

Signature

Lioneld Jordan, Mayor

Name (Sponsor's CEO)

Federal Funding Accountability and Transparency Act (FFATA)

Reporting Requirements

(For more information go to <https://www.fsrs.gov/>)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (Arkansas Department of Transportation (hereinafter called ARDOT)) awarded a new Federal grant greater than or equal to \$25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **ARDOT is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to \$25,000.** As a sub-awardee, City of Fayetteville shall provide the following information to ARDOT in order to fulfill FFATA reporting requirements:

- ✓ A Unique Entity Identifier (UEI) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✓ The names and total compensation of the five most highly compensated officers of the sub-awardee **if** the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee UEI: _____FKCQRMDULFH9_____ UEI Expiration Date: ____5/29/2024__

Parent (if applicable) UEI: _____ UEI Expiration Date: _____

- (B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the UEI number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes

No*If "Yes" is selected, answer (C).*

- (C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the UEI entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes

No

*If "Yes" is selected, visit <http://www.sec.gov/edgar.shtml> for reference.**If "No" is selected, answer (D).*

- (D) **If "No" was selected in Question "C"**, complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the UEI entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

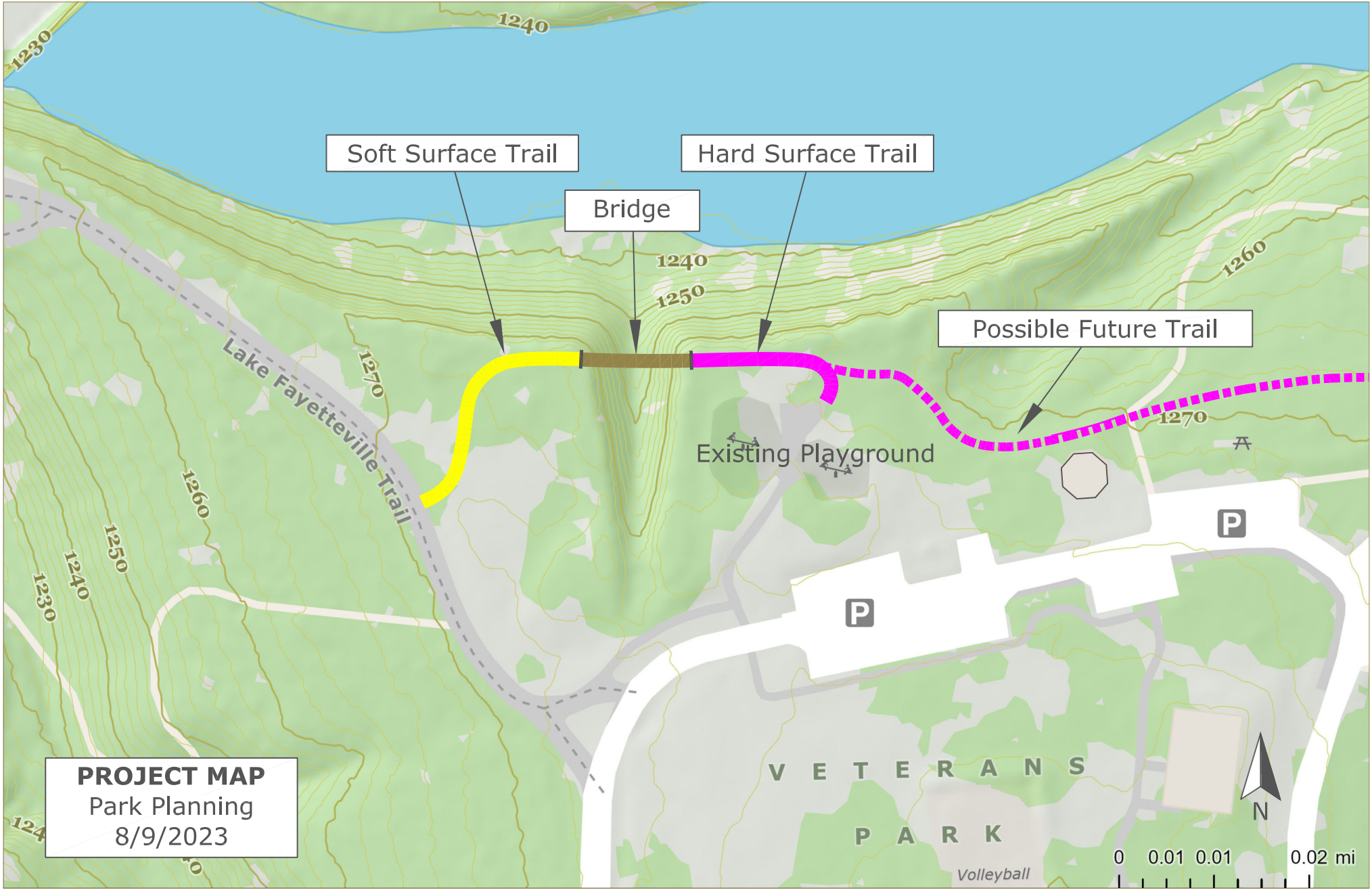
1. Name: _____ Amount: \$_____

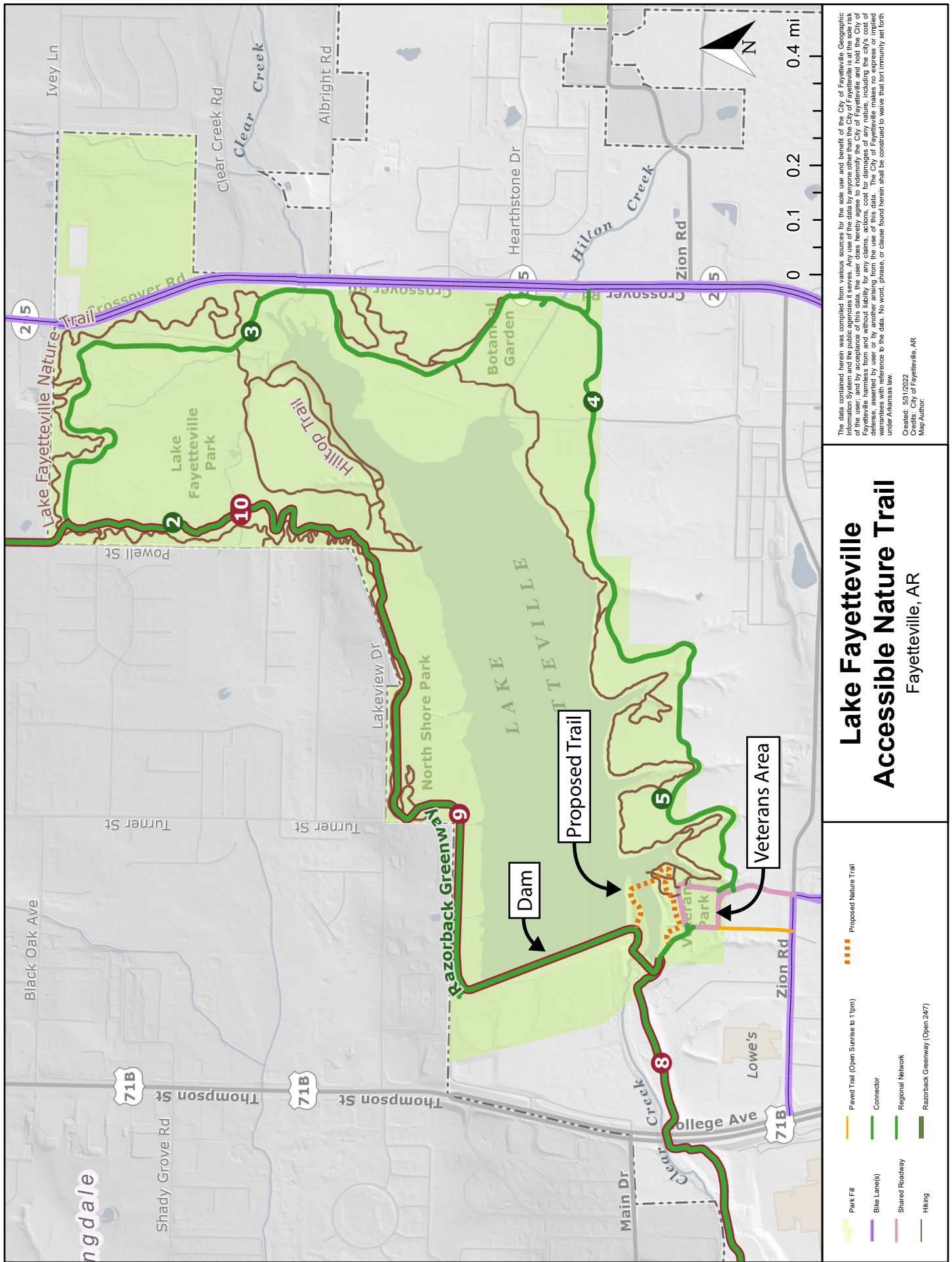
2. Name: _____ Amount: \$_____

3. Name: _____ Amount: \$_____

4. Name: _____ Amount: \$_____

5. Name: _____ Amount: \$_____





The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville. Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user, and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from all and any claims, damages, losses, and expenses, including the costs of defense, arising from the use of this data. The City of Fayetteville makes no warranty, express or implied, regarding the accuracy, completeness, or timeliness of the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 5/01/2022
Credits: City of Fayetteville, AR
Map Author:

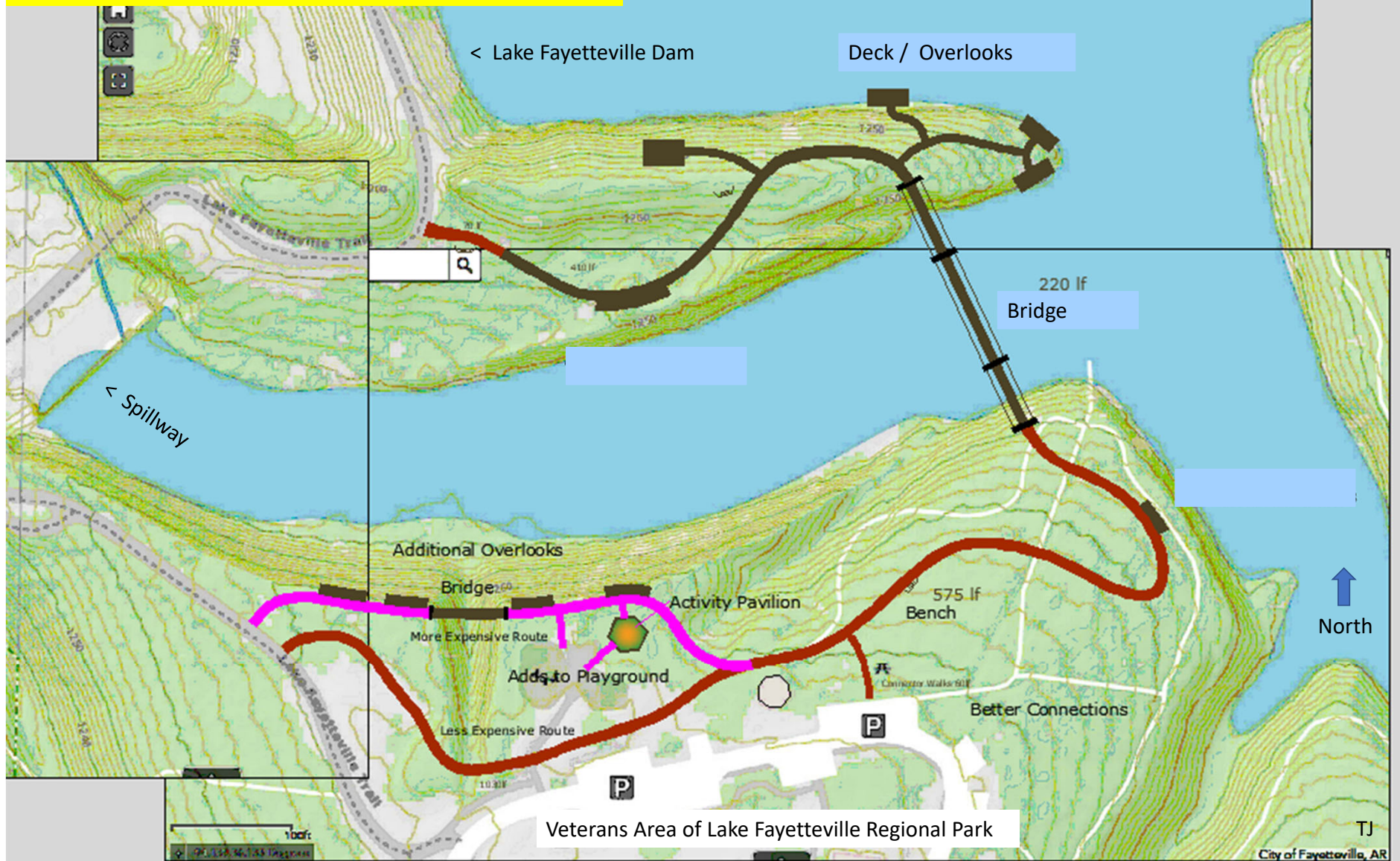
Lake Fayetteville Accessible Nature Trail

Fayetteville, AR

Page 277 of 862

Lake Fayetteville Accessible Nature Trail

Concept Sketch - Park Planning – Updated 4/27/2022



SAMPLE RESOLUTION

RESOLUTION NO. _____

A RESOLUTION EXPRESSING THE WILLINGNESS OF

SPONSOR NAME

TO UTILIZE FEDERAL-AID TRANSPORTATION ALTERNATIVES PROGRAM FUNDS

WHEREAS, *Sponsor Name* understands Federal-aid Transportation Alternatives Program Funds are available at 80% federal participation and 20% local match to develop or improve *Project Name*, and

WHEREAS, *Sponsor Name* understands that Federal-aid Funds are available for this project on a reimbursable basis, requiring work to be accomplished and proof of payment prior to actual monetary reimbursement, and

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

NOW THEREFORE, BE IT RESOLVED BY **SPONSOR'S GOVERNING BODY** THAT:

SECTION I: *Sponsor Name* will participate in accordance with its designated responsibility, including maintenance of this project.

SECTION II: *Title of Sponsor's CEO/CAO*, or their designated representative, is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of the above stated project.

SECTION III: *Sponsor's Governing Body* pledges its full support and hereby authorizes the Arkansas Department of Transportation to initiate action to implement this project.

THIS RESOLUTION adopted this _____ day of _____, 2023.

Signed: _____

Name of Sponsor's CEO/CAO

ATTEST: _____
(SEAL)

Notes:

- "Sponsor Name" is the name of the Agency (i.e. the City of Anywhere, Universal County, the Arkansas Department of Trails)
- "Sponsor's Governing Body" is the group of individuals that make the final financial decisions for the Agency (i.e. City Council, Quorum Court, Board of Directors, Commission)
- "Sponsor's CEO/CAO" is the person in charge of the day-to-day activities at the agency (i.e. Mayor, City Manager, County Judge, Executive Director, etc.)
- "Project Name" is the name of the project from the application



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Jared Rabren, Airport Director
DATE: August 16, 2023
SUBJECT: Award of RFP 23-06 to Titan Aviation Fuels

RECOMMENDATION:

Staff recommends awarding a contract to Titan Aviation Fuels through RFP 23-06, Aviation Fuel and Fueling Truck Lease for a one-year contract with four one-year automatic renewals.

BACKGROUND:

Titan Aviation Fuels will be replacing AvFuel as the new fuel provider for the Airport.

DISCUSSION:

This contract leases refueler trucks and delivers fuel for resale to the Fixed Base Operator.

BUDGET/STAFF IMPACT:

There is no cost for the refueler truck lease or software for the duration of the contract. The airport was approved a budget of \$3,378,000.00 to expense on fuel during 2023. As of July 31, 2023, the airport has expensed \$1,201,523.06 on fuel.

ATTACHMENTS: Titan Staff Review Form, City of Fayetteville - TITAN aviation Fuel Truck Leases Agreement, RFP 23-06 Aviation Fuel Services TITAN



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1019

Award of RFP 23-06 to Titan Aviation Fuels

A RESOLUTION TO AWARD RFP 23-06 AND APPROVE A ONE (1) YEAR CONTRACT WITH AUTOMATIC RENEWALS FOR UP TO FOUR ADDITIONAL ONE (1) YEAR TERMS WITH TITAN AVIATION FUELS FOR THE PROVISION OF AVIATION FUEL AND REFUELER TRUCKS FOR DRAKE FIELD

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 RFP 23-06 and authorizes Mayor Jordan to sign a one (1) year contract with automatic renewals for up to four (4) additional one (1) year terms with Titan Aviation Fuels for the provision of aviation fuel and refueler trucks for Drake Field.

City of Fayetteville Staff Review Form

2023-1019

Item ID

9/5/2023

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

Jared Rabren

8/16/2023

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding a contract to Titan Aviation Fuels through RFP 23-06, Aviation Fuel and Fueling Truck Lease for a one year contract with four one-year automatic renewals. There is no cost for the use of 4 fuel trucks provided by Titan for the span of the contract. The airport was approved a budget of \$3,378,000.00 to expense on fuel during 2023. As of July 31, 2023, the airport has expensed \$1,201,523.06 on fuel.

Budget Impact:

5550.760.3955-5213.03

5550.760.3955-5213.02

Airport

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 3,738,000.00

Expenses (Actual+Encum)

\$ 1,201,523.06

Available Budget

\$ 2,536,476.94

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 2,536,476.94

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

STATE OF ARKANSAS

COUNTY OF WASHINGTON

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this the ____ day of August, 2023 (the "effective date") by and between TITAN AVIATION FUELS, a corporation existing under and by virtue of the laws of the State of North Carolina, with its principal office in New Bern, North Carolina, and hereinafter referred to as "Lessor" and CITY OF FAYETTEVILLE, hereinafter referred to as "Lessee":

WITNESSETH

Lessor agrees to deliver and lease to Lessee for Lessee's use at the Drake Field Airport, the aviation refueling truck (hereinafter referred to as "refueling equipment") described as follows:

- (1) 2018 or Newer 5,000 Gallon Jet Refueler
- (1) 2018 or Newer 3,000 Gallon Jet Refueler
- (2) 2018 or Newer 1,000 Gallon Avgas Refueler

This confirms our mutual understanding that the above described refueling equipment is, as of the above date, leased to Lessee subject to the following terms and conditions:

1. For the use of said refueling equipment during the term hereof, Lessor hereby agrees to lease to Lessee the refueling equipment for a rental fee of \$0 per month, plus applicable sales and use tax, to commence as of the effective date of this agreement. Lessor shall be permitted to increase said rental while this agreement is in effect by giving Lessee at least sixty (60) days advance written notice of the effective date of said increased rental. In the event of any increase in rental, Lessee shall have the right to terminate this agreement on the effective date of said increase by giving Lessor thirty (30) days advance written notice of its intention to terminate on said effective date.

2. This agreement shall remain in effect for a primary term of ONE (1) year with FOUR (4) ONE (1) year options beginning on the effective date and for an indefinite period thereafter unless and until either party shall notify the other in writing of its desire to terminate this agreement at least thirty (30) days prior to expiration of the primary term, or any other desired termination date thereafter; provided however, this agreement may be terminated at any time without notice on account of breach or default of the terms of this agreement. If the refueling equipment is leased for a period of less than sixty months, the Lessee will be responsible for the freight charges associated with the delivery and pick up of the refueling equipment.

3. Said refueling equipment shall in no way become the property of Lessee, or anyone claiming thereunder, and shall be used solely by Lessee or its representatives at Drake Field Airport, for handling the aviation fuels supplied by Titan Aviation Fuels.

4. Lessee shall pay all sales and property taxes, assessments, and licenses and registrations on said refueling equipment during the term of the lease, and furnish to Lessor's reasonable satisfaction, verification that payment has been made before said taxes, assessments, or fees become delinquent.

5. It is understood and agreed that Lessee will not encumber said refueling equipment or do or permit anything to prejudice the title of the owner thereto; will comply with all laws, ordinances, and regulations applicable to the refueling equipment; and Lessee agrees to release the Lessor and the owner of said refueling equipment from and against any and all claims, liabilities, losses, obligations and causes of action for injury or death of any and all persons, or for damage to or destruction of any or all property arising out of or resulting from the condition, existence, use or maintenance of such refueling equipment, including, but not limited to loss or damage to the refueling equipment, whether or not any of same shall result in whole or in part from the negligence of Lessee or those acting under it. SAID REFUELING EQUIPMENT IS LEASED "AS IS" WITHOUT WARRANTY AS TO MERCHANTABILITY, TITLE, CONDITION, OR FITNESS FOR ANY PURPOSE. It is also agreed that Lessee shall not add or remove any equipment or appurtenances to or from said equipment without the written consent of Lessor.

6. It is further understood and agreed that each party accepts the applicable responsibilities for operating and maintaining said refueling equipment listed as hereafter provided, said list being made a part hereof by reference. Lessor shall be permitted access to inspect the refueling equipment at all reasonable times.

7. Lessee agrees that it shall return said refueling equipment to Lessor at the termination of this agreement in as good condition as when Lessee received it, normal wear and tear excepted.

8. Lessee agrees to maintain adequate physical damage insurance on refueling equipment during the term of this lease with Lessor named as an additional insured party, and to furnish a copy of certificate of insurance to Lessor.

9. This agreement supersedes and takes the place of all former agreements, and amendments thereto, heretofore entered into between the parties covering the lease of refueling equipment at the location above-stated.

10. Lessee agrees that it will not use or permit the use of the vehicle leased hereunder in a negligent or improper manner or in violation of any law; or so as to avoid any insurance covering the same; or as a public or private livery; or permit the

vehicle to become subject to any lien, charge or encumbrances.

11. The Lessee is responsible for:

A. Performing minor maintenance on refueler, including preventive maintenance, tune-ups, starter repair, battery replacement, alternator repair, filter/element replacement, ground reel replacement, deadman cable & handle replacement, fuel nozzle replacement, etc. The Lessor shall be responsible for major repairs if caused by normal wear and tear (engine or transmission rebuilding, etc.)

B. Quality control inspections on the fueling equipment and for filter replacement at regular intervals.

C. Furnishing all fuel for refueling equipment.

D. Checking and maintaining sufficient supply of lubricating oil in crankcase.

E. Checking regularly and maintaining sufficient supply of gear oil in transmission and differential.

F. Pay for all ground reel equipment and replacement of aviation refueling hose.

G. Checking battery water level weekly. Test and charge battery as necessary. Replace as needed.

H. Maintaining proper air pressure in tires, and making all necessary tire changes and repairs, including replacements.

I. Pay for all deadman cable and handle replacements.

J. Checking and maintaining adequate all-season antifreeze in radiator to protect cooling system properly. Antifreeze shall be maintained in refueling equipment throughout the year.

K. Keeping all fire extinguishers fully charged and in good working order.

L. Pay for meter calibration, if any required.

M. Inspect nozzle screens, filter, and filtering equipment daily, and clean as necessary.

N. Furnish any ladders desired by Lessee.

O. Pay for any fuel nozzle replacements.

P. Reimburse Lessor for replacement of parts or equipment lost from refueler equipment, and for all expenses incurred for repairs to, and/or replacement of parts of, the refueling equipment through carelessness, abuse, or neglect.

Q. Wash and clean refueling equipment as necessary to maintain good appearance.

R. Advise Lessor at once if operation of truck or refueling system indicates need for repairs which are Lessor's responsibility. Cost of local repairs or replacements by others will not be paid or reimbursed by Lessor unless prior authorization is secured from Lessor.

12. Lessee agrees to release Lessor from and against any and all claims,

liabilities, or loss expense (including attorney fees), obligation and causes for action for injury to or death of any and all persons or for damage to or destruction of any and all property arising out of, or resulting from the use, maintenance and operation of the vehicle.

13. ATTORNEY AND/OR COLLECTION FEES: In the event of default by the Lessee, Lessee agrees to pay any attorney or collection fees if incurred in the collection of any delinquent balance or the enforcement of this agreement.

14. The execution of this lease and the performance of any act pursuant to the provisions thereof shall not be deemed or constructed to have the effect of creating between Lessor and Lessee the relationship of principal or agent, or of a partnership or joint venture. Lessee shall release the Lessor from any and all claims for damages or injury to any personal property sustained in the operation, use and maintenance of the said vehicle as a result of any willful, intentional, or negligent acts or conduct of Lessee, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto caused this instrument to be executed in their corporate names by their Presidents, attested by their Secretaries, and their corporate seals to be hereto affixed, all by order of their respective Boards of Director or otherwise pursuant to Arkansas law, and this instrument is executed in duplicate originals, with each party retaining a copy thereof.

TITAN AVIATION FUELS

By: 
Robert L. Stallings, IV,
President

WITNESS:



CITY OF FAYETTEVILLE

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Kara Paxton, City Clerk/Treasurer



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

Request for Proposal: RFP 23-06, Aviation Fuel Services

DEADLINE: Tuesday, May 16, 2023 before 2:00 PM, local time

SR. PURCHASING AGENT: Amanda Beilfuss, abeilfuss@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 04/23/2023

**REQUEST FOR PROPOSAL
RFP 23-06, Aviation Fuel Services**

No late proposals shall be accepted. RFP's shall be submitted through the City's third-party electronic bidding platform or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division at the below location.

*City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701*

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of bidding, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Director.

City of Fayetteville, AR
Request for Proposal
RFP 23-06, Aviation Fuel Services

The City of Fayetteville, Arkansas, seeks proposals from experienced and qualified firms to submit proposals for providing aviation fuel and refueling equipment services for the Fayetteville Executive Airport for a one (1) year contract with four (4) automatic renewals for a total of five (5) years. Any questions concerning this solicitation process should be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent, at abeilfuss@fayetteville-ar.gov or by calling (479) 575-8220.

Solicitation documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All proposals shall be received by **Tuesday, May 16, 2023 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical proposal to the City of Fayetteville, Purchasing Division. All proposals are due before the time stated; no late proposals shall be accepted. Submitting electronically is strongly encouraged. The City of Fayetteville shall not be responsible for lost or misdirected proposals, or for failure of proposer's technical equipment.

All interested parties shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located. Any firm providing a service shall be registered with the Arkansas Secretary of State.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all Proposals and to waive irregularities therein, and all parties agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any interested party because of such rejections, nor shall any interested party seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Statement in response to this invitation shall constitute an agreement of the interested party to these conditions.

City of Fayetteville
By: Amanda Beilfuss, Sr. Purchasing Agent
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 04/23/2023
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$XXX.XX.

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 documents. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the twenty-five page limitation: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.

- a. **Submitting and responding to this RFP:** Proposals shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents physically submitted should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be sealed upon delivery to the City of Fayetteville.

- i. **Option 1 –Electronic Submittal (*strongly encouraged*):** Proposers can go to www.fayetteville-ar.gov/bids and follow the prompts to submit a proposal within the electronic bidding platform. If a proposal is submitted electronically, a physical submission is not necessary. All Proposers must register in order to be able to submit. There is no fee for registration.

- ii. **Option 2 – Physical Submittal:** All Proposers shall submit one (1) original copy of their proposal as well as one (1) electronic copy on a properly labeled USB or other electronic media device. The electronic copy submitted shall be contained into one single file.

- (1) electronic file and shall be identical to the hard copies provided. The use of Adobe PDF documents is strongly recommended. Files contained on an USB or electronic media shall not be restricted against saving or printing.

Electronic copies shall not be submitted via e-mail to City employees by the Proposer and shall be provided to the City in a sealed manner. FedEx, UPS, USPS, or other packages should be clearly marked with the RFP number on the outside of the mailing package.

- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- f. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- h. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- i. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- j. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office or electronic clock located in the City's third-party bidding software.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

4. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the right to the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

- b. The City of Fayetteville reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.
- h. The City reserves the right to ask for a best and final offer from one or more Proposers. The best and final offer process is not guaranteed; therefore, Proposers shall submit and respond to this RFP on the most favorable terms available.

5. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP. Proposers are not guaranteed to be ranked.

6. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

7. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

8. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Amanda Beilfuss, City Sr. Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

9. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

10. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers refer to their submission status in the online bidding portal or call the Purchasing Division at (479) 575-8220 to ensure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

11. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women-owned 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-owned business enterprises.

12. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

13. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that their proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

14. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a Contractor's records as such records relate 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 Arkansas with Arkansas law applying to the case.

15. CITY INDEMNIFICATION:

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

16. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

17. 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), no later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

18. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance of professional liability insurance in the amount of \$1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

19. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

20. 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 of the last day of the current fiscal period without penalty or expense to the City.

21. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

22. NON-EXCLUSIVE CONTRACT:

Award of this RFP 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-phase contracts, this provision shall apply separately to each item.

23. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an

attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

25. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

26. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

27. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the City to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. **Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov).** It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.

- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

1. INTRODUCTION:

The City of Fayetteville, Arkansas, is seeking proposals for supplying **aviation fuel and a refueler truck lease**. This Request for Proposal (RFP) contains all the information necessary to prepare and submit a proposal. Prospective Proposers are advised to study this RFP completely and follow the instructions exactly.

Founded in 1828, the City of Fayetteville is located in Northwest Arkansas and operates under a Mayor/City Council government. Drake Field is a Part 139 Class IV certified airfield owned and operated by the City of Fayetteville. It is easily accessible from Interstate 49, Interstate 40, and US Highway 71. Extensive information about the City of Fayetteville and the Fayetteville Executive Airport can be found online at: www.fayetteville-ar.gov.

2. DEFINITIONS:

Throughout this request for proposals, the following shall apply:

- a. "RFP" – Request for Proposals
- b. "Proposer" – The individual, firm, partnership, joint venture, or corporation which submits a proposal to the city of Fayetteville in response to this RFP.
- c. "Contractor" – The Proposer chosen by the City of Fayetteville to perform the services outlined in the RFP.
- d. "Project" – The "Aviation Fuel and Truck Lease" to be provided in accordance with the scope of services/specifications and the contract.
- e. "City" – The City of Fayetteville
- f. The specifications, scope of work, and/or services listed in this RFP are to be interpreted as the minimum acceptable by the City of Fayetteville.

3. FURTHER INSTRUCTIONS TO PROPOSERS:

- a. Proposals shall include Federal, State, and City taxes, as applicable; however, **all taxes (or the applicable rate) shall be listed separately.** Any such levies shall be the responsibility of the Contractor.
- b. Once the City of Fayetteville has awarded a contract, all proposals received are subject to the Arkansas Freedom of Information Act (FOIA) and shall be available for viewing or copying by anyone upon request to the City of Fayetteville.

4. PROJECT BACKGROUND:

- a. The City of Fayetteville is the sole Fixed Base Operator (FBO) at Fayetteville National Airport, Drake Field, FYV. Volume for this contract include the sale of 100LL avgas and Jet-A aviation fuel.

- b. Jet-A fuel is currently stored in three (3) 10,000-gallon above-ground bulk storage tanks. 100LL AVGAS is stored in one (1) 10,000-gallon bulk storage tank and two (2) 1,000-gallon above-ground tanks. Current fuel sales volume is approximately 750,000-gallons annually. In 2022, the City of Fayetteville, as the sole FBO at FYV, sold 751,610-gallons of fuel. Jet-A accounted for approximately 92% of total volume, with AVGAS accounting for the remaining 8%. In the previous five (5) years, fuel sales volume has increased steadily by an average of 10% annually.
- c. The FBO currently leases four (4) refueler trucks, two (2) Jet-A mobile refuelers with 3,000-gallon capacities, and two (2) AVGAS mobile refuelers with 1,200-gallon capacities. Truck ages range from 2-15 years old. The FBO forecasts the need for at least one (1) 5,000-gallon capacity Jet-A mobile refueler in lieu of one (1) 3,000-gallon capacity refueler in the next five (5) years.
- d. This contract shall allow a fuel supplier to provide the City preferential pricing, advertising support, equipment upgrades, and other incentives. It is the intent of the City to solicit proposals from qualified fuel suppliers to take advantage of the incentives.

5. SCOPE OF WORK:

The City of Fayetteville is seeking qualified firms to supply Bulk Jet-A and 100LL Aviation Fuels for storage and resale, and to provide other business support which Proposer may offer or provide in order to operate an exclusive fuel dealership at the City of Fayetteville's Fayetteville Executive Airport. This will be a branded dealer location.

Proposer shall include any other business support they can provide in proposal. The cost and type of additional support shall be listed separately from initial scope of work. Proposer shall include any maintenance programs available and/or maintenance requirements for the leased trucks. Proposer shall show price-per-gallon for fuel (Platt's/OPIS/rack price) plus profit margin. A copy of the price-basis listing (Platt's/OPIS/rack price) shall be attached to fuel invoicing.

Proposer shall include the following information in proposal:

- a. Payment Processing
 - i. Shall provide the ability to provide a payment kiosk. Include details on how the payment kiosk connects (hardware, cellular, wireless, etc.).
 - ii. Shall provide the ability to accept payments from fuel truck. Include details on type of device and how payments are processed at the fuel truck(s).
 - iii. Describe export/import tools of fuel transactions.
 - iv. Describe credit card fee structure.
- b. Reports
 - i. Provide a description of standard reports on fuel usage.
 - ii. Does the system have the ability to create custom reports?
 - iii. Provide a description on how custom reports are created.

6. SELECTION CRITERIA:

The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score the proposal. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee.

- 1) 15% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, shall be listed with information on their organization.
- 2) 15% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff.
- 3) 30% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope) indicating methods and schedules for accomplishing scope of work. Include with this the amount of work presently underway.
- 4) 20% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 20% **Cost/Fees:** Complete costs and fees as described in this RFP and for delivery of the proposal including fiscal feasibility and financial stability. All fees shall be clearly identified with RFP response and be itemized as much as possible.

7. PERIOD OF CONTRACT:

The initial term of the contract shall be for a period of one (1) year, starting with the date approved by the Fayetteville City Council. The contract shall be renewable by mutual consent, at a mutually agreed pricing structure, on an annual basis thereafter for four (4) additional years, for a total contract term of five (5) years. The contract may be terminated by either party by giving the other party written notice of such intent not less than sixty (60) days prior to the effective date of the termination.

1. DISCLOSURE INFORMATION

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

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

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Corporate Name of Firm: _____

Primary Contact: _____ Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

Acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFP documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject Contractor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID #: _____ AR. SECRETARY OF STATE FILING #: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Jared Rabren, Airport Director
DATE: August 16, 2023
SUBJECT: **FYV Fuel Farm Rehabilitation – Construction Contract, Project Contingency and Approval of a Budget Adjustment**

RECOMMENDATION:

Staff requests approval for the Aviation Division to execute a construction contract in the amount of \$274,398.97 with SPATCO Energy Solutions, LLC of Raleigh North Carolina for the proposed Fuel Farm Rehabilitation project at Fayetteville – Drake Field Airport. Staff requests approval of a budget adjustment in the amount of \$38,839.00, and approval of a project contingency in the amount of \$31,939.90.

BACKGROUND:

The fuel farm for the airport continues to have multiple failures that hinder the ability for the airport to extract fuel, which in turn causes availability issues for the flying community. The age of the equipment presents an issue when attempting to purchase replacement parts, limiting the opportunity of service providers to perform maintenance. In addition, new NFPA 407 updates mandate additional over-fill protection devices be installed, which are also planned with the recommended improvements.

The Airport entered into an agreement with Garver, LLC to provide design and bidding services for the project (Task Order 04). This project was initially bid in March 2022; however, the sole bid exceeded the engineers' estimate and was not awarded. The project was rebid in October 2022, but the sole bid received was deemed non-responsive. The project was rebid a second time and construction bids were received on August 1, 2023.

DISCUSSION:

The Aviation Division is requesting permission to execute a construction contract with SPATCO Energy Solutions to perform construction of the Fuel Farm Rehabilitation. Project funding will be a combination of an Arkansas Department of Aeronautics (ADA) grant and city funds.

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

Engineering Services*:	\$45,000.00	ADA:	\$250,000.00
Construction Contract (SPATCO Energy Solutions):	\$274,398.97	City:	\$69,398.97
TOTAL:	\$319,398.97	TOTAL:	\$319,398.97

*Garver Task Order 04 and a budget adjustment accepting \$250,000 in State Grant funds previously approved by the City on 12/21/21, Resolution 335-21.

BUDGET/STAFF IMPACT:

This account currently has \$267,500.00. The Aviation Division may expend up to \$38,839.00 of its fund

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

balance to cover the remainder of the City's grant match, and a 10% project contingency of the approved project budget, or \$31,939.90.

ATTACHMENTS: Fuel Farm Rehab SRF, 2023-1018 BA Airport Fuel Farm, Bid 23-32 Bid Tab - Final, FYV Fuel Farm Contract and Proposal, 335-21 RESOLUTION



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1018

FYV Fuel Farm Rehabilitation – Construction Contract, Project Contingency and Approval of a Budget Adjustment

A RESOLUTION TO AUTHORIZE A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$274,398.97 WITH SPATCO ENERGY SOLUTIONS, LLC FOR THE FUEL FARM REHABILITATION PROJECT AT DRAKE FIELD, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$31,939.90, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a contract in the amount of \$274,393.97 with SPATCO Energy Solutions, LLC for the construction of the Fuel Farm Rehabilitation Project at Drake Field Airport, and further approves a project contingency in the amount of \$31,939.90

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

City of Fayetteville Staff Review Form

2023-1018

Item ID

9/5/2023

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

Jared Rabren

8/15/2023

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division to execute a construction contract in the amount of \$274,398.97 with SPATCO Energy Solutions, LLC of Raleigh North Carolina for the proposed Fuel Farm Rehabilitation project at Fayetteville – Drake Field Airport. Staff requests approval of a budget adjustment in the amount of \$38,839.00, and approval of a project contingency in the amount of \$31,939.90.

Budget Impact:

5550.760.3960-5804.00

Airport

Account Number

Fund

21009.1

Airport Fuel Farm Rehab

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 267,500.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 267,500.00

Does item have a direct cost? Yes

Item Cost

\$ 274,398.97

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 38,839.00

Remaining Budget

\$ 31,940.03

Purchase Order Number:

Previous Ordinance or Resolution # **229-21, 335-21**

V20221130

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2023	AIRPORT SERVICES (760)	
	Requestor: Dee McCoy	

Staff requests approval for the Aviation Division to execute a construction contract in the amount of \$274,398.97 with SPATCO Energy Solutions, LLC of Raleigh North Carolina for the proposed Fuel Farm Rehabilitation project at Fayetteville – Drake Field Airport. Staff requests approval of a budget adjustment in the amount of \$38,839.00, and approval of a project contingency in the amount of \$31,939.90.

	COUNCIL DATE:	9/5/2023
	ITEM ID#:	2023-1018
	Holly Black	
	8/17/2023 2:35 PM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]



BID TABULATION

Bid 23-32, Construction - FYV Fuel Farm Rehabilitation Rebid #2

DEADLINE: Tuesday, August 1, 2023 at 2:00 PM

Certification of Funds: \$267,500.00 (\$334,375.00 total allowed)

				SPATCO Energy Solutions (SPATCO Energy Solutions LLC.)	
				Total	
				\$274,398.97	
Line #	Description	QTY	UOM	Unit	Extended
Base Bid					\$379,398.97
1.1	AVGAS Tank Suction Improvements Installed	1	LS	\$5,310.75	\$5,310.75
1.2	AVGAS Tank Fill Improvements Installed	1	LS	\$11,540.22	\$11,540.22
1.3	AVGAS Primary Pump/Motor Installed	1	LS	\$19,805.59	\$19,805.59
1.4	AVGAS 30-Second Relaxation Chamber Installed on New Concrete Slab	1	LS	\$15,038.40	\$15,038.40
1.5	AVGAS 10-Foot Refueling Hose w/ Single-Point Nozzle Installed	1	LS	\$6,585.53	\$6,585.53
1.6	AVGAS Bulk Refill Overfill Prevention System Installed	1	LS	\$18,266.48	\$18,266.48
1.7	AVGAS Fuel Inventory Management System Installed	1	LS	\$19,878.30	\$19,878.30
1.8	AVGAS Electronic Sump Pump Installed	1	LS	\$4,033.85	\$4,033.85
1.9	AVGAS Fuel Transfer Piping Installed	60	LF	\$60.00	\$3,600.00
1.10	Emergency Fuel Shut-Off System Upgrades Installed	1	LS	\$3,649.19	\$3,649.19
1.11	Sandblast, Repaint, and Apply New Decals for 10,000 Gallon AVGAS Fuel Tank	1	LS	\$30,000.00	\$30,000.00
1.12	Jet-A Tank Suction Improvements Installed	1	LS	\$11,396.44	\$11,396.44
1.13	Jet-A Tanker Transport Offload Equipment Installed	1	LS	\$13,718.75	\$13,718.75
1.14	Jet-A Tank Fill Improvements Installed	1	LS	\$13,563.00	\$13,563.00
1.15	Jet-A Primary Pump/Motor Installed	1	LS	\$21,495.66	\$21,495.66
1.16	Jet-A 30-Second Relaxation Chamber Installed on New Concrete Slab	1	LS	\$14,278.40	\$14,278.40
1.17	Jet-A 10-Foot Refueling Hose w/ Single-Point Nozzle Installed	1	LS	\$6,585.53	\$6,585.53
1.18	Jet-A Bulk Refill Overfill Prevention System Installed	1	LS	\$18,266.48	\$18,266.48
1.19	Jet-A Fuel Inventory Management System Installed	1	LS	\$20,105.30	\$20,105.30
1.20	Jet-A Electronic Sump Pumps Installed	1	LS	\$8,420.10	\$8,420.10
1.21	Jet-A Fuel Transfer Piping Installed	60	LF	\$60.00	\$3,600.00
1.22	Sandblast, Repaint, and Apply New Decals for Three 10,000 Gallon Jet-A Fuel Tanks	1	LS	\$75,000.00	\$75,000.00
1.23	Demolition and Disposal	1	LS	\$13,345.00	\$13,345.00
1.24	Mobilization (Maximum 5% of Total Bid)	1	LS	\$17,916.00	\$17,916.00
1.25	Bonds and Insurance	1	LS	\$4,000.00	\$4,000.00
Deductive Alternate #1					\$105,000.00
2.1	Remove Work Item No. 11 (Sandblast, Repaint, and Apply New Decals for 10,000 Gallon AVGAS Fuel Tank)	1	LS	\$30,000.00	
2.2	Remove Work Item No. 22 (Sandblast, Repaint, and Apply New Decals for Three 10,000 Gallon Jet-A Fuel Tanks)	1	LS	\$75,000.00	

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

Kenny Fitch 2023.08.01 15:26:19
-05'00'

Kenny Fitch, Purchasing Agent

Amanda Beilfuss Digitally signed by Amanda Beilfuss
Date: 2023.08.01 15:24:44 -05'00'

Amanda Beilfuss, Sr. Purchasing Agent

010600 - CONTRACT

THIS AGREEMENT made this _____ day of _____, 20_____, by and between
SPATCO Energy Solutions _____ a Corporation
organized and existing under the laws of the State of Deleware _____ hereinafter called the
"Contractor", and City of Fayetteville, hereinafter called the "Owner".

W I T N E S S E T H:

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

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

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

ARTICLE 3. Contract Time. Upon contract execution, a "Notice to Procure" will be issued for material procurement & mobilization. The procurement period shall not exceed one hundred and twenty (120) consecutive calendar days. A "Notice to Proceed" will be issued following the procurement period. The date of the "Notice to Proceed" shall be agreed upon by the Contractor and Owner but shall be no later than one hundred and ten days from the date of the "Notice to Procure."

The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within forty (40) consecutive calendar days per phase requirements (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

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

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

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

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

ARTICLE 6. Freedom of Information Act. City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

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

Fayetteville – Drake Field
FYV Fuel Farm Rehabilitation

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

Contractor: SPATCO Energy Solutions

Attest: 
Signature

Dover R Bartlett
Print Name



By: 
Signature

Dustin Chumley - Branch Mgr.
Print Name and Title

1201 Cypress St.

North Little Rock, AR 72114
Address

Owner: City of Fayetteville

Attest: _____
Signature

Print Name

By: _____
Signature

Print Name and Title

Address

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010400 - PROPOSAL

Place CITY OF FAYETTEVILLE

Date 08/01/23

Proposal of SPATCO ENERGY SOLUTIONS,

a corporation organized and existing under the laws of the State of DELAWARE,

Tax ID Number (TIN): 843846075

UEI #: _____

CAGE Code: _____
or

Proposal of _____,

a partnership consisting of _____
or

Proposal of _____,

an individual doing business as _____,

To: City of Fayetteville

This bid results from your advertisement for bids for the construction of the **FYV Fuel Farm Rehabilitation**.

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

Upon contract execution, a "Notice to Procure" will be issued for material procurement & mobilization. The procurement period shall not exceed one hundred and twenty (120) consecutive calendar days. A "Notice to Proceed" will be issued following the procurement period. The date of the "Notice to Proceed" shall be agreed upon by the Contractor and Owner but shall be no later than one hundred and twenty (120) calendar days from the date of the "Notice to Procure." Additional information related to the issuance of the "Notice to Procure" and "Notice to Proceed" for the project will be available during the Pre-Bid Conference.

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within forty (40) consecutive calendar days per phasing requirements (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in SPECIAL PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in of these Contract Documents.

Basis of Award: Basis of award shall be the lowest total Base Bid received so long as such bid is deemed

Fayetteville – Drake Field
FYV Fuel Farm Rehabilitation

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

1. Base Bid
2. Base Bid - Deductive Alternate 1
3. Base Bid - Deductive Alternates 1 and 2

Bidder acknowledges receipt of the following addendum (addenda):

_____ None _____ and _____
_____ and _____
_____ and _____

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

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

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

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

Fayetteville – Drake Field
FYV Fuel Farm Rehabilitation

SEAL (If Bidder is a Corporation)

Bidder: SPATCO ENERGY SOLUTIONS

Tax Identification No: 84-3846075

Attest: 
Signature
Dover R Bartlett
Print Name

By: 
Signature
DUSTIN CHUMLEY - BRANCH MANAGER
Print Name and Title

1201 CYPRESS ST.

NORTH LITTLE ROCK, AR 72114
Address

1201 CYPRESS ST.

NORTH LITTLE ROCK, AR 72114
Office Address of Bidder



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

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010420 - STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. SPATCO ENERGY SOLUTIONS LLC
 2. Permanent main office address. 8303 UNIVERSITY EXECUTIVE PARK DR. SUITE 400 CHARLOTTE, NC 28262
 3. When organized. 2019
 4. If a corporation, where incorporated. DELAWARE
 5. How many years have been engaged in the contracting business under your present firm or trade name? 4 YEARS. SOUTHERN PUMP AND TANK COMPANY (SPATCO) WAS FORMED IN 1935.
 6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). ATTACHED
 7. General character of work performed by your company. SELL, SERVICE AND INSTALL, RETAIL, COMMERCIAL, AND AVIATION FUEL EQUIPMENT.
 8. Have you ever failed to complete any work awarded to you? NO
 9. Have you ever defaulted on a Contract? NO
If so, where and why?
 10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? NO
If so, where and why?
 11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. ATTACHED.
 12. List your major equipment available for this Contract. MINI EXCAVATOR, BACKHOE
 13. Experience in construction work similar in importance to this project. Note a minimum of 4 years of similar construction experience is required. See specification sections SS-130-1.1(j) and SS-131-1.1(j) for additional requirements. 10 YEARS
 14. Background and experience of the principal members of your organization, including the officers. ATTACHED.
 15. Background and experience of the Master Electrician(s) licensed in the state of Arkansas (issued by the Arkansas Board of Electrical Examiners) who have proper skills in supervising, performing, and maintaining the electrical work. ATTACHED
-
16. Credit available: \$ 23,000,000.
 17. Give Bank reference: TRUIST BANK 214 NORTH TRYON ST CHARLOTTE, NC 28262 (336)733-2000
 18. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES

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Fayetteville – Drake Field
FYV Fuel Farm Rehabilitation

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

Dated at SPATCO this 1st day of August, 2023.

Bidder: SPATCO Energy Solutions

By: 
Signature

Dustin Chumley Branch Mgr.
Print Name and Title

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CITY OF
FAYETTEVILLE
ARKANSAS

Bid 23-32

SPATCO Energy Solutions

SPATCO Energy Solutions LLC.

Supplier Response

Event Information

Number: Bid 23-32
Title: Construction - FYV Fuel Farm Rehabilitation Rebid #2
Type: Invitation to Bid
Issue Date: 7/9/2023
Deadline: 8/1/2023 02:00 PM (CT)
Notes: The City of Fayetteville, AR is accepting sealed bids from properly licensed professionals for the construction of the Fuel Farm Rehabilitation project at Fayetteville – Drake Field Airport. The project includes, but is not limited to, modification to and addition of various components associated with the existing fuel farm facility including refueling rack shutoff system, online inventory management system, Jet-A offload check valve, overfill prevention valves, relaxation chambers, 250 gpm pumps and motors, refueling rack hose, sump pumps, emergency fuel shutoff system improvements, tank suction line improvement, new fuel inspection awning, and tank sandblasting and painting as shown on the plans and indicated in the specifications. Any questions regarding this bid should be directed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov.

Contact Information

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

SPATCO Energy Solutions Information

Contact: Dustin Chumley
Address: p.o.box 600172
RALEIGH, NC 72114
Phone: (704) 596-4373
Toll Free: (800) 477-2826
Email: dustin.chumley@spatco.com

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

DUSTIN CHUMLEY

Signature

dustin.chumley@spatco.com

Email

Submitted at 8/1/2023 01:57:04 PM (CT)

Requested Attachments

Bid 23-32, Bid Bond

Signed Bid Bond - Drake Air
Field.pdf

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

Bid 23-32, Required Signature Forms

Bid 23-32, FILE #00 - REQUIRED
SIGNATURE FORMS 8-1-23.pdf

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

Bid Attributes

1 Arkansas Secretary of State Filing Number:

811227350

2 Arkansas Contractor License Number:

0406250424

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 Addendum Acknowledgement

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

☒ I agree

Bid Lines

1 Package Header

Base Bid

Quantity: 1

Total: \$379,398.97

Package Items

1.1 AVGAS Tank Suction Improvements Installed

Quantity: 1 UOM: LS Price: \$5,310.75 Total: \$5,310.75

1.2 AVGAS Tank Fill Improvements Installed

Quantity: 1 UOM: LS Price: \$11,540.22 Total: \$11,540.22

1.3 AVGAS Primary Pump/Motor Installed

Quantity: 1 UOM: LS Price: \$19,805.59 Total: \$19,805.59

1.4 AVGAS 30-Second Relaxation Chamber Installed on New Concrete Slab

Quantity: 1 UOM: LS Price: \$15,038.40 Total: \$15,038.40

1.5 AVGAS 10-Foot Refueling Hose w/ Single-Point Nozzle Installed

Quantity: 1 UOM: LS Price: \$6,585.53 Total: \$6,585.53

1.6 AVGAS Bulk Refill Overfill Prevention System Installed

Quantity: 1 UOM: LS Price: \$18,266.48 Total: \$18,266.48

1.7 AVGAS Fuel Inventory Management System Installed

Quantity: 1 UOM: LS Price: \$19,878.30 Total: \$19,878.30

1.8 AVGAS Electronic Sump Pump Installed

Quantity: 1 UOM: LS Price: \$4,033.85 Total: \$4,033.85

1.9 AVGAS Fuel Transfer Piping Installed

Quantity: 60 UOM: LF Price: \$60.00 Total: \$3,600.00

1.10 Emergency Fuel Shut-Off System Upgrades Installed

Quantity: 1 UOM: LS Price: \$3,649.19 Total: \$3,649.19

1.11 Sandblast, Repaint, and Apply New Decals for 10,000 Gallon AVGAS Fuel Tank

Quantity: 1 UOM: LS Price: \$30,000.00 Total: \$30,000.00

1.12 Jet-A Tank Suction Improvements Installed

Quantity: 1 UOM: LS Price: \$11,396.44 Total: \$11,396.44

1.13 Jet-A Tanker Transport Offload Equipment Installed

Quantity: 1 UOM: LS Price: \$13,718.75 Total: \$13,718.75

1.14 Jet-A Tank Fill Improvements Installed

Quantity: 1 UOM: LS Price: \$13,563.00 Total: \$13,563.00

1.15 Jet-A Primary Pump/Motor Installed

Quantity: 1 UOM: LS Price: \$21,495.66 Total: \$21,495.66

1.16 Jet-A 30-Second Relaxation Chamber Installed on New Concrete Slab

Quantity: 1 UOM: LS Price: \$14,278.40 Total: \$14,278.40

1.17 Jet-A 10-Foot Refueling Hose w/ Single-Point Nozzle Installed

Quantity: 1 UOM: LS Price: \$6,585.53 Total: \$6,585.53

1.18 Jet-A Bulk Refill Overfill Prevention System InstalledQuantity: 1 UOM: LS Price: Total: **1.19 Jet-A Fuel Inventory Management System Installed**Quantity: 1 UOM: LS Price: Total: **1.20 Jet-A Electronic Sump Pumps Installed**Quantity: 1 UOM: LS Price: Total: **1.21 Jet-A Fuel Transfer Piping Installed**Quantity: 60 UOM: LF Price: Total: **1.22 Sandblast, Repaint, and Apply New Decals for Three 10,000 Gallon Jet-A Fuel Tanks**Quantity: 1 UOM: LS Price: Total: **1.23 Demolition and Disposal**Quantity: 1 UOM: LS Price: Total: **1.24 Mobilization (Maximum 5% of Total Bid)**Quantity: 1 UOM: LS Price: Total: **1.25 Bonds and Insurance**Quantity: 1 UOM: LS Price: Total: **2 Package Header**

Deductive Alternate #1

Quantity: 1 Total: **Package Items****2.1 Remove Work Item No. 11 (Sandblast, Repaint, and Apply New Decals for 10,000 Gallon AVGAS Fuel Tank)**Quantity: 1 UOM: LS Price: Total: **2.2 Remove Work Item No. 22 (Sandblast, Repaint, and Apply New Decals for Three 10,000 Gallon Jet-A Fuel Tanks)**Quantity: 1 UOM: LS Price: Total: **3 Package Header**

Deductive Alternate #2

Quantity: 1 Total: **Package Items****3.1 Remove Work Item No. 7 (AVGAS Fuel Inventory Management System Installed)**Quantity: 1 UOM: LS Price: Total: **3.2 Remove Work Item No. 8 (AVGAS Electronic Sump Pump Installed)**Quantity: 1 UOM: LS Price: Total: **3.3 Remove Work Item No. 19 (Jet-A Fuel Inventory Management System Installed)**Quantity: 1 UOM: LS Price: Total: **3.4 Remove Work Item No. 20 (Jet-A Electronic Sump Pumps Installed)**Quantity: 1 UOM: LS Price: Total:



BID TABULATION
Bid 23-32, Construction - FYV Fuel Farm Rehabilitation Rebid #2
DEADLINE: Tuesday, August 1, 2023 at 2:00 PM
Certification of Funds: \$267,500.00 (\$334,375.00 total allowed)

SPATCO Energy Solutions (SPATCO Energy Solutions LLC.)			
Total			
\$274,398.97			
Extended			
\$379,398.97			
Line #	Description	QTY	UOM
Base Bid			
1.1	AVGAS Tank Suction Improvements Installed	1	LS
1.2	AVGAS Tank Fill Improvements Installed	1	LS
1.3	AVGAS Primary Pump/Motor Installed	1	LS
1.4	AVGAS 30-Second Relaxation Chamber Installed on New Concrete Slab	1	LS
1.5	AVGAS 10-Foot Refueling Hose w/ Single-Point Nozzle Installed	1	LS
1.6	AVGAS Bulk Refill Overfill Prevention System Installed	1	LS
1.7	AVGAS Fuel Inventory Management System Installed	1	LS
1.8	AVGAS Electronic Sump Pump Installed	1	LS
1.9	AVGAS Fuel Transfer Piping Installed	60	LF
1.10	Emergency Fuel Shut-Off System Upgrades Installed	1	LS
1.11	Sandblast, Repaint, and Apply New Decals for 10,000 Gallon AVGAS Fuel Tank	1	LS
1.12	Jet-A Tank Suction Improvements Installed	1	LS
1.13	Jet-A Tanker Transport Offload Equipment Installed	1	LS
1.14	Jet-A Tank Fill Improvements Installed	1	LS
1.15	Jet-A Primary Pump/Motor Installed	1	LS
1.16	Jet-A 30-Second Relaxation Chamber Installed on New Concrete Slab	1	LS
1.17	Jet-A 10-Foot Refueling Hose w/ Single-Point Nozzle Installed	1	LS
1.18	Jet-A Bulk Refill Overfill Prevention System Installed	1	LS
1.19	Jet-A Fuel Inventory Management System Installed	1	LS
1.20	Jet-A Electronic Sump Pumps Installed	1	LS
1.21	Jet-A Fuel Transfer Piping Installed	60	LF
1.22	Sandblast, Repaint, and Apply New Decals for Three 10,000 Gallon Jet-A Fuel Tanks	1	LS
1.23	Demolition and Disposal	1	LS
1.24	Mobilization (Maximum 5% of Total Bid)	1	LS
1.25	Bonds and Insurance	1	LS
Deductive Alternate #1			
2.1	Remove Work Item No. 11 (Sandblast, Repaint, and Apply New Decals for 10,000 Gallon AVGAS Fuel Tank)	1	LS
2.2	Remove Work Item No. 22 (Sandblast, Repaint, and Apply New Decals for Three 10,000 Gallon Jet-A Fuel Tanks)	1	LS

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

Kenny Fitch 2023.08.01 15:26:19 -05'00'

Kenny Fitch, Purchasing Agent

Amanda Beilfuss Digitally signed by Amanda Beilfuss Date: 2023.08.01 15:24:44 -05'00'

Amanda Beilfuss, Sr. Purchasing Agent



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

Resolution: 335-21

File Number: 2021-0980

GARVER, LLC:

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF AN ARKANSAS DEPARTMENT OF AERONAUTICS GRANT IN THE AMOUNT OF \$250,000.00, TO APPROVE TASK ORDER NO. 4 WITH GARVER, LLC IN THE AMOUNT OF \$45,000.00 FOR DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES ASSOCIATED WITH THE FUEL FARM REHABILITATION PROJECT AT DRAKE FIELD, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to accept a grant from the Arkansas Department of Aeronautics in the amount of \$250,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign Task Order No. 4 with Garver, LLC in the amount of \$45,000.00 for design, bidding, and construction phase services associated with the Fuel Farm Rehabilitation Project at Drake Field.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

PASSED and APPROVED on 12/21/2021

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer



City of Fayetteville, Arkansas

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

Text File

File Number: 2021-0980

Agenda Date: 12/21/2021

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A.26

GARVER, LLC:

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF AN ARKANSAS DEPARTMENT OF AERONAUTICS GRANT IN THE AMOUNT OF \$250,000.00, TO APPROVE TASK ORDER NO. 4 WITH GARVER, LLC IN THE AMOUNT OF \$45,000.00 FOR DESIGN, BIDDING, AND CONSTRUCTION PHASE SERVICES ASSOCIATED WITH THE FUEL FARM REHABILITATION PROJECT AT DRAKE FIELD, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to accept a grant from the Arkansas Department of Aeronautics in the amount of \$250,000.00.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign Task Order No. 4 with Garver, LLC in the amount of \$45,000.00 for design, bidding, and construction phase services associated with the Fuel Farm Rehabilitation Project at Drake Field.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2021-0980

Legistar File ID

12/21/2021

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

Summer Fallen

12/2/2021

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division to execute a task order in the amount of \$45,000 for Garver, LLC to complete design, bidding, and construction phase services for the proposed Fuel Farm Rehabilitation project at Fayetteville – Drake Field Airport. Staff requests approval to accept a \$250,000 grant received from the Arkansas Department of Aeronautics (ADA) at their October 2021 Commission Meeting. Authorization to apply for this grant was received under City Council Resolution 229-21. Staff requests approval for a budget adjustment in the amount of \$250,000.00 to recognize the grant funds.

Budget Impact:

5550.760.3960-5804.00

Airport

Account Number

Fund

21009.1

FYV Fuel Farm Rehabilitation

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 52,000.00

Funds Obligated \$ -

Current Balance **\$ 52,000.00**

Does item have a cost? Yes

Item Cost \$ 45,000.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 250,000.00

Remaining Budget **\$ 257,000.00**

Purchase Order Number: _____

Previous Ordinance or Resolution # **229-21**

V20210527

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



TO: Lioneld Jordan, Mayor

THRU: Susan Norton, Chief of Staff
Staff/Contract Review Committee

FROM: Summer Fallen, Airport Director

DATE: December 2, 2021

SUBJECT: **FYV Fuel Farm Rehabilitation – Garver Task Order, Accept Grant Funds, and Approval of a Budget Adjustment**

RECOMMENDATION:

Staff requests approval for the Aviation Division to execute a task order in the amount of \$45,000 for Garver, LLC to complete design, bidding, and construction phase services for the proposed Fuel Farm Rehabilitation project at Fayetteville – Drake Field Airport.

Staff requests approval to accept a \$250,000 grant received from the Arkansas Department of Aeronautics (ADA) at their October 2021 Commission Meeting. Authorization to apply for this grant was received under City Council Resolution 229-21.

Staff requests approval for a budget adjustment in the amount of \$250,000.00 to recognize the grant funds.

BACKGROUND:

The fuel farm for the airport continues to have multiple failures that hinder that ability for the airport to extract fuel, which in turn causes availability issues for the flying community. The age of the equipment presents an issue when attempting to purchase replacement parts and service providers often can't address issues due to this. The new NFPA 407 update mandates additional over-fill protection devices to be installed, which will also be added with the funding provided.

DISCUSSION:

Approval of Task Order 04 will authorize Garver to proceed with design services and bidding services. The project will advertise for bids in Spring 2022. Upon receipt of bids, the Aviation Division will come back to City Council to seek approval to accept the bids, execute the construction contract, and appropriate remaining funds needed.

A complete breakdown of the expected project funding is included below. All costs associated with this task order are included in the total project cost.

Engineering Services:	\$45,000.00	ADA:	\$250,000.00
<u>Construction (Estimated):</u>	<u>\$307,181.75</u>	<u>City:</u>	<u>\$102,181.75</u>
TOTAL:	\$352,181.75	TOTAL:	\$352,181.75

BUDGET/STAFF IMPACT:

The Aviation Division will request any necessary funds at the time City Council approves the bid award to fund the construction contract plus any needed contingency.

Attachments:

Staff Review Form

City Council Memo

Garver Task Order 04



Michael Preston
SECRETARY OF COMMERCE

Jerry Chism
DIRECTOR
DIVISION OF AERONAUTICS

October 20, 2021

COMMISSIONERS

James "Jay" Brain
Rogers

Dr. Richard L. Dawe
Melbourne

Michael Hutchins
De Valls Bluff

Edward R. Sanders
Hot Springs

Lloyd Wofford
Jonesboro

Will Dawson
Clinton

Samuel Jackson
Blytheville

FAYETTEVILLE EXECUTIVE AIRPORT

ATTN: The Honorable Lioneld Jordan

Mayor of Fayetteville

113 Mountain Street

Fayetteville, AR, 72701

mayor@fayetteville-ar.gov

Dear Mayor Jordan:

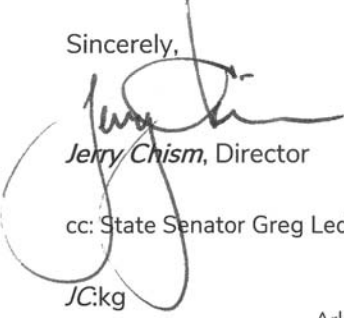
During the October 20, 2021 meeting of the Arkansas Aeronautics Commission, an 80-20% Grant Request was approved for Fayetteville Executive Airport. The request approved provides funding in the amount of \$250,000.00 to rehabilitate the existing fuel farm.

This grant has been assigned Grant #4014-21 for identification purposes. When corresponding with our office regarding this project, please be sure to use this number. Contact us immediately if you will not be able to complete the project for amount approved. *The Commission will not be responsible for any additional project costs unless this Agency has received notification in advance.*

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

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

Sincerely,


Jerry Chism, Director

cc: State Senator Greg Leding; State Representative Denise Garner

JC:kg

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

APPENDIX A-04

**TASK ORDER 04
FAYETTEVILLE – DRAKE FIELD AIRPORT
FUEL FARM REHABILITATION**

This TASK ORDER is made as of December 21, 2021 by and between the CITY OF FAYETTEVILLE of Fayetteville, Arkansas hereinafter referred to as "CITY OF FAYETTEVILLE," and GARVER, LLC, hereinafter referred to as "GARVER", in accordance with the provisions of the AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES executed on November 17, 2020.

Under this Task Order, the CITY OF FAYETTEVILLE intends to make the following improvements for the FYV Fuel Farm Rehabilitation project.

Improvements will consist primarily of rehabilitation to existing structures and systems associated with the west fuel farm facility. No new tank capacity will be added as part of this project.

GARVER will provide professional services related to these improvements as described herein.

SECTION 1 - SCOPE OF SERVICES

GARVER will provide services as detailed in Exhibit A-04.

SECTION 2 – PAYMENT

For the work described under SECTION 1 - SCOPE OF SERVICES, the CITY OF FAYETTEVILLE will pay GARVER on a lump sum basis and cost-plus basis.

The table below presents a summary of the fee amounts and fee types for this contract.

WORK DESCRIPTION	FEE AMOUNT	FEE TYPE
Bid Package Development	\$21,500	Lump Sum
Bidding Services	\$6,500	Lump Sum
Construction Phase Services	\$17,000	Cost + FF
TOTAL FEE	\$45,000	

Bid Package Development and Bidding Services:

The CITY OF FAYETTEVILLE will pay GARVER the lump sum amount not to exceed \$28,000. For informational purposes, a breakdown of GARVER's estimated costs is included in Exhibit B-04 with approximate current hourly rates for each employee classification.

Construction Phase Services:

The CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the unburdened hourly payroll rate of each of GARVER's personnel during the performance of these services for work time directly connected with the project, plus payroll and general overhead costs of 183.49% of the unburdened hourly rate, plus direct reimbursable expenses normal and necessary for the completion of the project, plus

Task Order 04
FYV Fuel Farm Rehabilitation

1 of 2

Garver Project No. 21A13212

a fixed fee of \$1,877.97. Estimated cost of these services, including the fixed fee is \$17,000. The actual total fee may not exceed this estimate without prior approval from the CITY OF FAYETTEVILLE. For informational purposes, a breakdown of GARVER's estimated costs is included in Exhibit B-04 with approximate current hourly rates for each employee classification. Underruns in any phase may be used to offset overruns in another phase as long as the overall contract amount is not exceeded.

Expenses other than salary costs that are directly attributable to performance of our professional 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. Charges similar to commercial rates for reports, plan sheets, presentation materials, etc.
3. The amount allowed by the federal government for mileage with an additional \$0.05 for survey trucks/vans.

Additional Services (Extra Work). For work not described or included in Section 1 – Scope of Services but requested by the CITY OF FAYETTEVILLE in writing, the CITY OF FAYETTEVILLE will pay GARVER, for time spent on the project, at the rates shown in Exhibit B-04 for each classification of GARVER's personnel, plus overhead, plus 15% profit, plus reimbursable expenses including but not limited to printing, courier service, reproduction, and travel.

SECTION 3 –EXHIBITS

3.1 The following Exhibits are attached to and made a part of this Agreement:

3.1.1 Exhibit A-04 Scope of Services

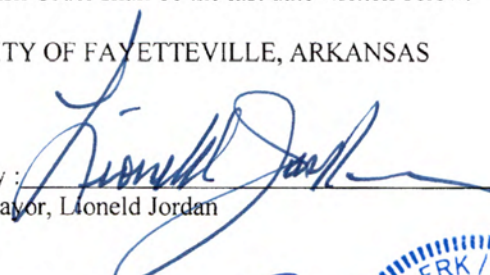
3.1.2 Exhibit B-04 Manhour Tables

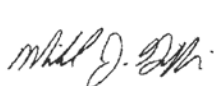
This Agreement may be executed in two (2) or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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, ARKANSAS

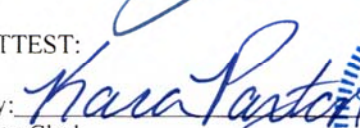
GARVER

By: 
Mayor, Lioneld Jordan

By: 

Digitally signed by
Michael J. Griffin
Date: 2021.11.18
09:57:58-06'00'

ATTEST:

By: 
City Clerk

Title: Senior Vice President



Task Order 04
FYV Fuel Farm Rehabilitation

2 of 2

Garver Project No. 21A13212



**EXHIBIT A-04 – SCOPE OF SERVICES
FAYETTEVILLE – DRAKE FIELD AIRPORT
FUEL FARM REHABILITATION**

Generally, the Scope of Services includes the following professional services for improvements to the West Fuel Farm at Fayetteville – Drake Field Airport. Improvements will consist primarily of the rehabilitation of existing equipment as further described below.

- Bid Package Development
- Bidding Services
- Construction Phase Services

A.1 Bid Package Development

A.1.1 General

Garver will prepare performance-based construction documents, specifications, instructions to bidders, and general provisions and special provisions, all based on guides furnished to Garver by the Owner and FAA, or internally developed by Garver. Contract Documents (Plans, Specifications, and Estimates) will be prepared for award of one (1) construction contract. These designs shall conform to the standards of practice ordinarily used by members of GARVER's profession practicing under similar conditions. The following improvements to the fuel farm will be included in the bid package:

- Refueling Rack Shutoff System
- Electronic Fuel Tank Gauges
- Jet-A Offload Check Valve
- Overfill Prevention Valves
- 30-Second Relaxation Chambers
- 250 GPM Pump and Motor
- Refueling Rack Hose w/ Nozzle
- Electronic Sump Pumps w/ Incidentals
- New Fuel Inspection Awning
- Tank Sandblasting and Painting

A.1.2 Owner / Agency Coordination

Garver's project manager and/or design team will coordinate with the Owner as necessary to coordinate design decisions, site visits, document procurement, or other design needs.

A.1.3 Quality Control

Garver will develop a project specific quality control plan. The quality control plan will include the project background and scope, stakeholder contact information, project team and roles, design criteria, project schedule, and quality control procedures.

Garver will complete a quality control review prior to any design submission to Owner. QC reviews will be completed by a project manager. Weekly internal progress meetings will be held during all design phases to ensure adequate quality control throughout the design phases.



A.1.4 Construction Safety and Phasing Plan

Garver will develop a construction safety and phasing plan (CSPP) for the project. Garver will submit and prepare to the FAA for airspace clearance for construction equipment on the Obstruction Evaluation and Airport Airspace Analysis (OE/AAA) website and coordinate with FAA representatives.

A.1.5 Existing Conditions Review

A.1.5.1 *Record Document Review*

Garver will review record document data from the vicinity of the construction site to evaluate existing conditions. Record document data may include record drawings, record surveys, utility maps, GIS data, and previous design reports.

A.1.5.2 *Site Visits*

Garver's civil engineers will perform a single site visit to the project site to review existing conditions and record document data.

A.1.6 Plan Set Development

Garver will develop a performance specification outlining the Owner's preference for the fuel system and general guidance for the fuel system design. Garver will not provide detailed drawings of the fuel system, its foundation, structural or piping elements. The detailed design of the fuel system and all of its appurtenances and elements will be delegated to the bidders/contractors proposing on the system. The drawings provided by the bidder/contractor shall be stamped by licensed engineer in the state of Arkansas and shall reference the applicable building and fire codes. The drawings are intended to direct the final design to the construction contractor, who shall be responsible for the completed engineering design.

The following matrix details the plan drawings to be included in each design submittal.

Plan Set	Design Phase
	100% Issued for Bid
Cover Sheet and Sheet Index	X
General Notes	X
Project Layout and Survey Control Plan	X
Construction Safety Plans	X
Construction Safety Details	X
Demolition Plans	X
Site and Erosion Control Plan	X
Miscellaneous Details	X

A.1.7 Specifications and Contract Documents

A.1.7.1 *Technical Specifications*

Detailed specifications shall be developed using FAA "Standards for Specifying Construction for Airports" AC 150/5370-10 (latest edition) or other appropriate standards approved for use by the FAA. Additional supplementary specifications will be developed for project requirements not covered by FAA AC150/5370-



10 or when state or local standards are approved by the FAA. The specifications produced by Garver for the fuel system shall be considered performance specifications and will not include any mechanical or structural design for the fuel system. The performance specifications are intended to direct final design to the construction contractor, who shall be responsible for the completed engineering design.

A.1.7.2 Construction Contract Documents

Garver will develop construction contract documents based on EJCDC standards. A specimen copy of the General Provisions and applicable prevailing wage rates will be obtained by Garver from the FAA and/or Department of Labor as appropriate for incorporation into the specifications for the proposed project. Final construction contract documents will be submitted to the Owner for final review and approval.

A.1.8 Quantities and Engineer's Opinion of Probable Cost.

Garver will develop detailed quantities in PDF format for use in construction cost estimating for each design phase. Quantities will be completed by pay item. Upon the completion of quantity development, Garver will review previous cost data and market conditions and complete an Engineer's Opinion of Probable Cost.

A.1.9 SPCC Plan Updates

Garver will update the Airport's SPCC Plan for the newest EPA requirements.

A.1.10 Design Services Submission and Meeting Summary

The following design submittal phases shall be included in the fee summary. A summary of each design phase and the associated review meetings is included below.

A.1.10.1 100% Issued for Bid (IFB)

Garver will develop 100% IFB plans and specifications and submit these to the Owner for review. It is anticipated that the Owner will review the IFB submission within two weeks.

A.2 Bidding Services

Garver will assist the Owner in advertising for and obtaining bids or negotiating proposals for one prime contract for construction, materials, equipment and services; and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued. The Owner will pay advertising costs outside of this contract.

Garver will issue addenda as appropriate to interpret, clarify or expand the Bidding Documents. Garver will consult with and advise the Owner as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the prime contractor(s) (herein called "Contractor(s)") for those portions of the work as to which such acceptability is required by the Bidding Documents. Garver will consult with the Owner concerning and determine the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the Bidding Documents.

Garver will attend the bid opening virtually, prepare a bid tabulation, and assist the Owner in evaluating bids or proposals and in assembling and awarding contracts for construction, materials, equipment, and services. Garver will assist the Owner in the execution of all contract documents and furnish a sufficient number of executed documents for the Owner, Contractor and ADA.



A.3 Construction Phase Services

During the construction phase of work, Garver will accomplish the tasks below.

A.3.1 Submittals

Garver will evaluate and respond to construction material submittals and shop drawings. Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

A.3.2 Notice to Proceed & Preconstruction Meeting

Garver will issue a Notice to Proceed letter to the Contractor and attend preconstruction meeting. Garver will provide meeting minutes for submission to all parties at the conclusion of the meeting.

A.3.3 Owner Coordination

Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.

A.3.4 RFIs

Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents.

A.3.5 Progress Payments

Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor. Garver will provide two progress payments to the contractor, the first at 50% completion and the second at 100% completion. Any additional payments will be considered additional services.



A.3.6 Record Drawings

Garver will maintain a set of working drawings and provide information for preparation of record drawings of the completed project. This information will be incorporated into final record drawings completed as part of Closeout Services and final record drawings will be provided to the Owner after project completion.

A.3.7 Change Orders

When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. If redesign or substantial engineering or surveying is required in the preparation of these change order documents, the Owner will pay Garver an additional fee to be agreed upon by the Owner and Garver.

A.3.8 Final Inspection

Garver will participate in a pre-final walkthrough with the Owner where Garver will prepare a punch list. The punch list and final inspection will be performed by the Owner at a time directed by the engineer. After receiving confirmation that the punch list items have been completed, Garver will review final project closeout documents, and submit the final pay request.

A.3.9 Construction Observation Services

Garver will provide part-time Resident Project Representative (RPR) services for the 60-calendar-day construction contract performance time. The proposed fee is based on 10 site visits during the contract time. Two of the visits will coincide with critical points of construction and one will coincide with the final commissioning of the system. If the construction time extends beyond the time established in this agreement or if the Owner wishes to increase the time or frequency of the observation, the Owner will pay Garver an additional fee agreed to by the Owner and Garver. All RPR personnel shall have the appropriate experience and qualifications.

During the construction period, Garver's RPR will provide or accomplish the following:

1. Consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.
2. As necessary, conduct safety meetings with the Contractor.
3. Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
4. Perform intermediate inspections in advance of the final inspection.
5. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
6. Monitor the contractor's conformance to the approved construction safety and phasing plan.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation.



Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

A.4 Project Deliverables

The following deliverables will be submitted to the parties identified below. Unless otherwise noted below, all deliverables shall be electronic.

1. 100% Issued for Bid Plans and Specifications to the Owner.
2. Issued for Construction Plans and Specifications to the Owner, Contractor, and ADA.
 - a. Three hard copies to the Contractor
3. Approved submittals to the Contractor.
4. Record Plans and Specifications to the Owner and ADA.
 - a. One hard copy to the Owner.
5. Other electronic files as requested.

A.5 Additional Services

The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Deliverables beyond those listed herein.
3. Pavement Design
4. Design of any utility relocation.
5. Engineering, architectural, or other professional services beyond those listed herein.
6. Retaining walls or other significant structural design.
7. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
8. Construction Materials Testing.
9. Environmental Handling and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
10. Services after construction, such as warranty follow-up, operations support, and Part 139 inspection support.
11. Aboveground Storage Tank Installation Permit from State Fire Marshal or any other Federal, State, or local permits.
12. New tanks or any other capacity changes to the fuel farm.

A.6 Schedule

Garver shall begin work under this Agreement upon execution of this Agreement and shall complete the work within a mutually agreeable schedule with the Owner.

Exhibit B-04

**FAYETTEVILLE - DRAKE FIELD
FUEL FARM REHABILITATION**

Final Design

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-1	D-1	X-1
	\$62.10	\$53.12	\$43.92	\$37.83	\$27.59	\$35.31	\$21.66
	hr	hr	hr	hr	hr	hr	hr
1. Project Administration							
Coordination with Client	4			4			
Site Visit	6		6	6			
Progress Meeting	2			4			
ADA Grant Administration	1			4			
Subtotal - Project Administration	13	0	6	18	0	0	0
2. Civil Engineering							
Final Plans							
General Notes	1			1	2		
Project Layout and Survey Control Plan	1			1	4		
Construction Safety and Phasing Plans	2			2	8		
Demolition Plan	2			4	8		
Site Plan	2			4	12		
Fuel Farm Details	2			2	8		
Coordination Meeting with Suppliers	4						
Airspace Analysis	2						
Specifications/Contract Documents	2			4			
Opinion of Probable Construction Cost	1			2			
Quality Control Review	4			4	8		
SPCC Update	1					14	
Subtotal - Civil Engineering	24	0	0	24	50	14	0
3. Electrical Engineering							
Panel Calculations		4		8			
Subtotal - Electrical Engineering	0	4	0	8	0	0	0
Hours	37	4	6	50	50	14	0
Salary Costs	\$2,297.70	\$212.48	\$263.52	\$1,891.50	\$1,379.50	\$494.34	\$0.00

SUBTOTAL - SALARIES: **\$6,539.04**

**LABOR AND GENERAL
ADMINISTRATIVE OVERHEAD:** **\$11,998.48**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$106.85
Postage/Freight/Courier	\$0.00
Office Supplies/Equipment	\$0.00
Computer Modeling/Software Use	\$50.00
Travel Costs	\$25.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$181.85**

SUBTOTAL: **\$18,719.37**

SUBCONSULTANTS FEE: **\$0.00**

PROFESSIONAL FEE **\$2,780.63**

TOTAL FEE: **\$21,500.00**

Exhibit B-04**FAYETTEVILLE - DRAKE FIELD
FUEL FARM REHABILITATION****Bidding Services**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-1	D-1	X-1
	\$62.10	\$53.12	\$43.92	\$37.83	\$27.59	\$35.31	\$21.66
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Dispense plans and specs to prospective bidders	2			6			
Addendums/Inquiries	2			4	4		
Bid Opening	4			4			
Prepare bid tabulation				1			
Evaluate bids and recommend award	2			4			
Prepare construction contracts	2			4			5
Notice to Proceed	1			2			
Subtotal - Civil Engineering	13	0	0	25	4	0	5

Hours	13	0	0	25	4	0	5
Salary Costs	\$807.30	\$0.00	\$0.00	\$945.75	\$110.36	\$0.00	\$108.30

SUBTOTAL - SALARIES: **\$1,971.71**

LABOR AND GENERAL

ADMINISTRATIVE OVERHEAD: **\$3,617.89**

DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$50.00
Postage/Freight/Courier	\$21.96
Office Supplies/Equipment	\$0.00
Travel Costs	\$0.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **\$71.96**

SUBTOTAL: **\$5,661.56**

SUBCONSULTANTS FEE: **\$0.00**

PROFESSIONAL FEE **\$838.44**

TOTAL FEE: **\$6,500.00**

Exhibit B-04**FAYETTEVILLE - DRAKE FIELD
FUEL FARM REHABILITATION****Construction Phase Services**

WORK TASK DESCRIPTION	E-4	E-3	E-2	E-1	T-1	D-1	X-1
	\$62.10	\$53.12	\$43.92	\$37.83	\$27.59	\$35.31	\$21.66
	hr	hr	hr	hr	hr	hr	hr
1. Civil Engineering							
Owner Coordination	4			8			
Preconstruction Meeting	2			4			
RFIs	2			8			
Monthly Pay Requests	2			8			
Shop Drawings/Material Submittals	4			8			
Record Drawings	1			4	8		
Construction Management (10 Site Visits)				40			
Final Project Inspection and Punchlist	2			3			
Subtotal - Civil Engineering	17	0	0	83	8	0	0

Hours	17	0	0	83	8	0	0
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Salary Costs	\$1,055.70	\$0.00	\$0.00	\$3,139.89	\$220.72	\$0.00	\$0.00
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SUBTOTAL - SALARIES:	\$4,416.31
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LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:	\$8,103.49
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DIRECT NON-LABOR EXPENSES

Document Printing/Reproduction/Assembly	\$2.23
Postage/Freight/Courier	\$0.00
Travel Costs	\$100.00

SUBTOTAL - DIRECT NON-LABOR EXPENSES:	\$102.23
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SUBTOTAL:	\$12,622.03
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SUBCONSULTANTS FEE:	\$2,500.00
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PROFESSIONAL FEE	\$1,877.97
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TOTAL FEE:	\$17,000.00
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Budget Year	Division	Adjustment Number
2021	AIRPORT SERVICES (760)	
	/Org2	
	Requestor: Dee McCoy	

Staff requests approval for a budget adjustment in the amount of \$250,000.00 to accept an Arkansas Department of Aeronautics Grant for the Fuel Farm Rehab project.

RESOLUTION/ORDINANCE

COUNCIL DATE: 12/21/2021

LEGISTAR FILE ID#: **2021-0980**

Holly Black
12/3/2021 2:05 PM

Budget Director	Date
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TYPE: **D - (City Council)**

JOURNAL #: _____

GLDATE: **12/21/2021**

CHKD/POSTED: /

[illegible]



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Jared Rabren, Airport Director
DATE: August 14, 2023
SUBJECT: **FYV Wildlife Fence Rehabilitation – FAA Grant Acceptance, Construction Contract, Construction Change Order 1, and Approval of a Budget Adjustment with Contingency**

RECOMMENDATION:

Staff requests approval for the Aviation Division to utilize Federal Aviation Administration grant funds to complete construction of the Wildlife Fence Rehabilitation project at Fayetteville – Drake Field. Specifically, this resolution will permit the following:

1. Allow the Aviation Division to accept a FAA Grant Offer in the amount of \$475,738.00 (90% of eligible project costs).
2. Allow the Aviation Division to execute a Construction Contract in the amount of \$475,956.00 with Milestone Construction Company, LLC of Springdale, AR.
3. Execute a no cost Change Order 1 with Milestone Construction Company, LLC to adjust unit of measure and contract quantity of Bid Item 5 for consistency with project documents.
4. Approval of a budget adjustment in the amount of \$600,552.00. This amount includes \$475,738.00 for the FAA grant, \$17,359 for ineligible project expenses (Contractor insurance), \$52,859.00 for cash-flow to cover the ADA's 10% share until reimbursement at the end of the project, plus a 10% project contingency of the approved project budget, or \$54,596.00.

BACKGROUND:

The airport's most recent FAA Part 139 inspection identified deficiencies with the existing wildlife fencing located south and east of the runway. Approximately 3,500 linear feet of existing barbed wire fence construction is non-compliant and must be replaced to meet FAA standards. Fence line clearing and localized repairs are necessary for an additional 3,400 linear feet of existing chain link fence to remain in place. Rehabilitation of the wildlife fencing will increase airport safety by reducing the potential for wildlife hazards. The Airport entered into an agreement with Garver, LLC to provide design and bidding services for the project (Task Order 05). Construction bids were received on May 23, 2023. An FAA Grant Offer was received on August 2, 2023.

DISCUSSION:

The Airport Division is requesting approval from Council to accept the FAA Grant Offer and execute a construction contract with Milestone Construction Company, LLC. The AIP grant will cover 90% of AIP eligible project costs, with the remaining 10% to be funded through an Arkansas Department of Aeronautics (ADA) grant at the completion of the project. The only cost attributed to the City for this project is \$17,359.00 which

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

represents the cost for non-FAA eligible Contractor insurance.

Below is a summary of the anticipated project costs and funding breakdown for the project.

<i>Administration and Other Costs (Estimated)</i>		\$1,000.00	
Design and Construction Phase Services ¹ :	\$54,000.00	FAA:	\$475,738.00
Environmental Coordination ² :	\$15,000.00	ADA:	\$52,859.00
Construction Contract (Milestone):	\$475,956.00	City:	\$17,359.00
TOTAL:	\$545,956.00	TOTAL:	\$545,956.00

1. Garver Task Order 05 previously approved by City Council on December 6, 2022
2. Garver Task Order 05 Contract Amendment 01 previously approved by City Council on June 20, 2023

BUDGET/STAFF IMPACT:

The Aviation Division may expend up to \$124,814.00 of its fund balance reserve. This amount includes \$17,359 for ineligible project expenses (Contractor insurance), \$52,859.00 for cash-flow to cover the ADA's 10% share until reimbursement at the end of the project, plus a 10% project contingency of the approved project budget, or \$54,596.00.

ATTACHMENTS: SRF, 2023-1015 BA Airport Wildlife Fence, FYV-SWG-3-05-0020-054-2023-Grant Agreement - unsigned, FYV Wildlife Fence Rehab - Construction Contract and Proposal, 22A13211 FYV Wildlife Fence Change Order 1 - signed

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1015

FYV Wildlife Fence Rehabilitation – FAA Grant Acceptance, Construction Contract, Construction Change Order 1, and Approval of a Budget Adjustment with Contingency

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A FEDERAL AVIATION ADMINISTRATION GRANT IN THE AMOUNT OF \$475,738.00 TO FUND 90% OF THE COST OF AN ENVIRONMENTAL ASSESSMENT FOR THE WILDLIFE FENCE REHABILITATION PROJECT AT DRAKE FIELD; TO APPROVE A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$475,956.00 WITH MILESTONE CONSTRUCTION COMPANY, LLC; TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$54,596.00; TO APPROVE A NO COST CHANGE ORDER WITH MILESTONE CONSTRUCTION COMPANY, LLC; AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a grant agreement with the Federal Aviation Administration to accept a grant in the amount of \$475,738.00 to fund 90% of the cost of an environmental assessment for the Wildlife Fence Rehabilitation Project at Drake Field, and further authorizes the Mayor to sign all documents necessary to receive these funds and any additional funds awarded by the Federal Aviation Administration for this project.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a construction contract with Milestone Construction Company, LLC in the amount of \$475,956.00 for the project, and further authorizes a project contingency in the amount of \$54,596.00.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to execute Change Order 1 with Milestone Construction Company, LLC to adjust the unit of measure and contract quantity of Bid Item 5 for consistency with project documents.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2023-1015

Item ID

9/5/2023

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

Jared Rabren

8/14/2023

AIRPORT SERVICES (760)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Airport Staff requests approval to utilize FAA grant funds to complete construction of the Wildlife Fence Rehab project. This resolution will permit: 1. Acceptance of an FAA Grant Offer in the amount of \$475,738.00. 2. Execution of a Construction Contract in the amount of \$475,956.00 with Milestone Construction Company, LLC of Springdale, AR. 3. Execute no cost Change Order 1 with Milestone Construction Company, LLC to adjust unit of measure and contract quantity of Bid Item 5 for consistency with project documents. 4. Approval of a budget adjustment in the amount of \$600,552.00.

Budget Impact:

5550.760.3960-5801.00

Airport

Account Number

Fund

32206.2022

Wildlife Fence Rehab

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 59,350.00

Expenses (Actual+Encum)

\$ 53,950.00

Available Budget

\$ 5,400.00

Does item have a direct cost? Yes

Item Cost

\$ 475,956.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 600,552.00

Remaining Budget

\$ 129,996.00

V20221130

Purchase Order Number: _____

Previous Ordinance or Resolution # **286-22, 143-23**

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:

Budget Year	Division	Adjustment Number
2023	AIRPORT SERVICES (760)	
	Requestor: Dee McCoy	

Staff requests approval for the Aviation Division to utilize Federal Aviation Administration grant funds to complete construction of the Wildlife Fence Rehabilitation project at Fayetteville – Drake Field and approval of a budget adjustment in the amount of \$600,552.00. (\$475,738.00 FAA grant; \$17,359 Contractor insurance; \$52,859.00 ADA's 10% share until reimbursement; \$54,596.00 10% project contingency)

	COUNCIL DATE:	9/5/2023
	ITEM ID#:	2023-1015
	Holly Black	
	8/17/2023 2:43 PM	
	Budget Division	Date
	D - (City Council)	
TYPE:		
JOURNAL #:		
GLDATE:		
CHKD/POSTED:	/	
RESOLUTION/ORDINANCE		

[illegible]



U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Arkansas/Oklahoma Airports
District Office, Southwest Region

FAA ASW-630
10101 Hillwood Pkwy
Fort Worth, TX 76177-1524

August 2, 2023

The Honorable Lioneld Jordan
Mayor of Fayetteville
113 W. Mountain St.,
Fayetteville, AR 72701

Dear Mayor Jordan:

The Grant Offer for the Bipartisan Infrastructure Law (BIL) - Airport Infrastructure Grant (AIG) Project No. 3-05-0020-054-2023 at Drake Field Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully

You may not make any modification to the text, terms or conditions of the grant offer.

Steps You Must Take to Enter Into Agreement.

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **September 13, 2023**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in “inactive” status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
 1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
 2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit [FAA Form 5100-140, Performance Report](#) within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit [FAA Form 5370-1, Construction Progress and Inspection Report](#), within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Lauren Kennedy, (817) 222-5756, lauren.t.kennedy@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein..

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Glenn Boles

[Glenn Boles \(Aug 2, 2023 15:36 CDT\)](#)

Glenn A. Boles, Manager
Arkansas/Oklahoma Airports
District Office



U.S. Department
of Transportation
Federal Aviation
Administration

FY 2023 AIRPORT INFRASTRUCTURE GRANT

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	August 2, 2023
Airport/Planning Area	Drake Field Airport
Airport Infrastructure Grant Number	3-05-0020-054-2023
Unique Entity Identifier	JNDR71AKHT3
TO:	City of Fayetteville
	(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 20, 2023, for a grant of Federal funds for a project at or associated with the Drake Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Drake Field Airport (herein called the "Project") consisting of the following:

Reconstruct Perimeter Fencing

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances attached hereto; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$475,738.**

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$ 475,738 airport development

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

- a. Period of Performance:

1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.
2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods. (2 Code of Federal Regulations (CFR) § 200.1).

- b. Budget Period:

1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in Paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), a sponsor may charge to the Grant only allowable costs incurred up to the end of the Budget Period. Eligible project-related costs incurred on or after November 15, 2021 that comply with all Federal funding procurement requirements and FAA standards are allowable costs.
2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

- c. Close Out and Termination

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will

proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344).

2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340, or other Federal regulatory or statutory authorities as applicable.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary, and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, BIL (Public Law 117-58), the regulations, and the Secretary of Transportation's ("Secretary's") policies and procedures. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 13, 2023, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).

- a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at <https://sam.gov/content/entity-registration>.

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of BIL Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can, subject to the availability of Federal funds, also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. Build America, Buy American. The sponsor must comply with the requirements under the Build America, Buy America Act (Public Law 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant Offer:
- a. May not be increased for a planning project;
 - b. May be increased by not more than 15 percent for development projects if funds are available;
 - c. May be increased by not more than the greater of the following for a land project, if funds are available:
 1. 15 percent; or
 2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

If the sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in BIL (Public Law 117-58), or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than \$750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

- a. Verify the non-Federal entity is eligible to participate in this Federal program by:
 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.
- b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.
- c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns they have entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. Ban on Texting While Driving.

- a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. Trafficking in Persons.

- a. *Posting of contact information.*
 - 1. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.
- b. *Provisions applicable to a recipient that is a private entity.*
 - 1. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the Grant and applicable conditions are in effect;
 - ii. Procure a commercial sex act during the period of time that the Grant and applicable conditions are in effect; or
 - iii. Use forced labor in the performance of the Grant or any subgrants under this Grant.
 - 2. We as the Federal awarding agency, may unilaterally terminate this Grant, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph (a) of this Grant Condition; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - a) Associated with performance under this Grant; or
 - b) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are

provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.

- c. *Provision applicable to a recipient other than a private entity.* We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subrecipient that is a private entity –
 - 1. Is determined to have violated an applicable prohibition in paragraph (a) of this Grant Condition; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph (a) of this Grant Condition through conduct that is either –
 - i. Associated with performance under this Grant; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 1200.
- d. *Provisions applicable to any recipient.*
 - 1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a) of this Grant Condition.
 - 2. Our right to terminate unilaterally that is described in paragraph (a) or (b) of this Grant Condition:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended [22 U.S.C. § 7104(g)], and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this Grant.
 - 3. You must include the requirements of paragraph (a) of this Grant Condition in any subgrant you make to a private entity.
- e. *Definitions.* For purposes of this Grant Condition:
 - 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this Grant; or
 - ii. Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 - 2. “Force labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subsection to involuntary servitude, peonage, debt bondage, or slavery.

3. "Private entity":

- i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
- ii. Includes:
 - a) A nonprofit organization, including any nonprofit institute of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - b) A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **BIL Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated 1/25/11, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.**

a. Prohibition of Reprisals

- 1. In accordance with 41 U.S.C. § 4712, an employee of a Sponsor, grantee, subgrantee, contractor, or subcontractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in subparagraph (a)(2) below, information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
- 2. Persons and bodies covered. The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal employee responsible for contract or grant oversight or management at the relevant agency;
 - v. A court or grand jury;
 - vi. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or

- vii. An authorized official of the Department of Justice or other law enforcement agency.
- b. Investigation of Complaints.
 - 1. Submission of Complaint. A person who believes that they have been subjected to a reprisal prohibited by paragraph (a) of this Condition may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
 - 2. Time Limitation for Submittal of a Complaint. A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
 - 3. Required Actions of the Inspector General. Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).
- c. Remedy and Enforcement Authority.
 - 1. Assumption of Rights to Civil Remedy. Upon receipt of an explanation of a decision not to conduct or continue an investigation by the OIG, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c)(2).
- 26. **Prohibited Telecommunications.** Sponsor agrees 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)] and 2 CFR § 200.216.

SPECIAL CONDITIONS

- 27. **Disadvantaged Business Enterprise (DBE)/Airport Concessions Disadvantaged Business Enterprise (ACDBE) Program.** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this Grant until the Sponsor has received from the FAA Office of Civil Rights approval of its DBE Program (reflecting compliance with 49 CFR Part 26), and, if applicable, its ACDBE program (reflecting compliance with 49 CFR Part 23).
- 28. **Wildlife Fence.** The Sponsor understands that the fence is being installed to prevent wildlife from entering the airfield. The Sponsor agrees that it will maintain the integrity of the fence for its useful life, but no less than 20 years from the date of this Grant was issued. The Sponsor understands that maintenance of the fence includes repair of damage to the fence or gates due to any reason.
- 29. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.¹

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**

Glenn Boles

Glenn Boles (Aug 2, 2023 15:36 CDT)

(Signature)

Glenn Boles

(Typed Name)

Manager, AR/OK Airports District Office

(Title of FAA Official)

¹ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.²

Dated _____

City of Fayetteville

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By: _____

(Typed Name of Sponsor's Authorized Official)

Title: _____

(Title of Sponsor's Authorized Official)

² Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Arkansas. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; the Infrastructure Investment and Jobs Act (Public Law 117-58) of 2021 referred to as the Bipartisan Infrastructure Law (BIL), Division J, Title VIII; and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.³

Dated at _____

By: _____

(Signature of Sponsor's Attorney)

³ Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Public Law 117-58, Division J, Title VIII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, and 37 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including but not limited to the following:

FEDERAL LEGISLATION

- a. 49, U.S.C. subtitle VII, as amended.
- b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. § 201, et seq.
- d. Hatch Act – 5 U.S.C. § 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.^{1, 2}
- f. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108.1.¹
- g. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. § 312501, et seq.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. § 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401, et seq.
- j. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451, et seq.
- k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.¹
- l. 49 U.S.C. § 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. § 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. § 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968, as amended - 42 U.S.C. § 4151, et seq.¹
- s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 - 42 U.S.C. § 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. § 874.¹
- v. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.
- x. Single Audit Act of 1984 - 31 U.S.C. § 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. §§ 8101 through 8105.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

- aa. Civil Rights Restoration Act of 1987, P.L. 100-259.
- bb. Build America, Buy America Act, P.L. 117-58, Title IX.

EXECUTIVE ORDERS

- a. Executive Order 11246 – Equal Employment Opportunity¹
- b. Executive Order 11990 – Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 – Intergovernmental Review of Federal Programs
- e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 – Environmental Justice
- g. Executive Order 13166 – Improving Access to Services for Persons with Limited English Proficiency
- h. Executive Order 13985 – Executive Order on Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
- i. Executive Order 13988 – Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation
- j. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America’s Workers
- k. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

FEDERAL REGULATIONS

- a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. ^{4, 5}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.
- d. 14 CFR Part 13 – Investigative and Enforcement Procedures.
- e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.
- f. 14 CFR Part 150 – Airport Noise Compatibility Planning.
- g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.
- h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.
- i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.¹
- j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.¹

- k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).¹
- l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).¹
- m. 49 CFR Part 20 – New Restrictions on Lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.¹
- s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.
- t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.
- u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).
- v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.
- x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁵ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.**a. Public Agency Sponsor:**

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. Subject to the FAA Act of 2018, Public Law 115-254, Section 163, it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or

document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of 49 U.S.C. § 47107(s) and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United

States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:
 - 1. Operating the airport's aeronautical facilities whenever required;
 - 2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3. Promptly notifying aviators of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
 1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the

revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

- a. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, it will keep up to date at all times an airport layout plan of the airport showing:
 1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and
 4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and

which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

- b. Subject to the FAA Reauthorization Act of 2018, Public Law 115-254, Section 163, if a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:
 1. eliminate such adverse effect in a manner approved by the Secretary; or
 2. bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4); creed and sex (including sexual orientation and gender identity) per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

- a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.
- b. Applicability
 1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.
 2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or

structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 2. So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- “The (**City of Fayetteville**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.”
- e. Required Contract Provisions.
1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. § 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.

If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:
 1. Reinvestment in an approved noise compatibility project;
 2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
 3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117, or under Public Law 117-58, Division J, Title VIII; or
 4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-

sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., or Public Law 117-58, Division J, Title VIII it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U.S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Infrastructure Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (<https://www.faa.gov/airports/aip/media/aip-pfc-checklist.pdf>) for AIG projects as of June 20, 2023.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:
 1. Describes the requests;
 2. Provides an explanation as to why the requests could not be accommodated; and
 3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

010600 - CONTRACT

THIS AGREEMENT made this _____ day of _____, 20_____, by and between
MILESTONE CONSTRUCTION COMPANY, LLC a Corporation
organized and existing under the laws of the State of ARKANSAS hereinafter called the
"Contractor", and City of Fayetteville, hereinafter called the "Owner".

W I T N E S S E T H:

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

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

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

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.

ARTICLE 3. Contract Time. The Contractor agrees to begin work within ten (10) calendar days after issuance by the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within sixty (60) consecutive calendar days per phase requirements (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents). If the Contractor shall fail to complete the work within the time specified, he and his Surety shall be liable for payment to the Owner, as liquidated damages ascertained and agreed, and not in the nature of a penalty, the amount specified in the SPECIAL PROVISIONS SPECIAL PROVISIONS of these Contract Documents for each day of delay. To the extent sufficient in amount, liquidated damages shall be deducted from the payments to be made under this Contract.

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

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

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Fayetteville – Drake Field
FYV Wildlife Fence Rehabilitation

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

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

ARTICLE 6. Freedom of Information Act. City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.

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

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

Attest: 
Signature
Erin Metcalf
Print Name

Contractor: MILESTONE CONSTRUCTION COMPANY, LLC
By: 
Signature
SAM R. HOLLIS PRESIDENT
Print Name and Title
2002 S. 48TH ST, STE A
SPRINGDALE, AR 72762
Address

Owner: City of Fayetteville

Attest: _____
Signature

Print Name

By: _____
Signature

Print Name and Title

Address

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Fayetteville – Drake Field
FYV Wildlife Fence Rehabilitation

010400 - PROPOSAL

Place

City of Fayetteville

Date

5-23-2023

Proposal of

Milestone Construction Company, LLC

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

Arkansas

Tax ID Number (TIN):

14-1916029

UEI #:

JYM2MLDCE6F7

CAGE Code:

68R68

or

Proposal of

MILESTONE CONSTRUCTION COMPANY, LLC

a partnership consisting of

SAM HOLLIS, TRAVIS RUFF & MIKE DAVIS

or

Proposal of

an individual doing business as

To: City of Fayetteville

This bid results from your advertisement for bids for the construction of the **FYV Wildlife Fence Rehabilitation**.

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

The undersigned Bidder agrees to begin work within ten (10) calendar days after the issuance by, or on behalf of, the Owner of a "Work Order" or "Notice to Proceed" and to complete the work within sixty (60) consecutive calendar days per phasing requirements (except as modified in accordance with the SPECIAL PROVISIONS of these Contract Documents). Should the work fail to be completed within the time herein stated, the Contractor shall pay to the Owner, as fixed and agreed liquidated damages, and not as a penalty, the sum, for each day of delay until the work is completed and accepted, as stipulated in SPECIAL PROVISIONS of these Contract Documents. It is understood that additional time for the completion of the project is to be allowed only for delays as stipulated in SPECIAL PROVISIONS of these Contract Documents.

Basis of Award: Basis of award shall be the lowest aggregate of the Base Bid received so long as such bid is deemed responsive and is within available project funding. The City shall have the authority to negotiate and award with the apparent responsive responsible bidder so long as the low bid is within twenty-five percent (25%) of the certification of funds. The order in which the aggregate of the combined schedules shall be considered for award is as follows:

1. Base Bid

Issued For Bid

010400-1

Garver Project No. 22A13211

Fayetteville – Drake Field
FYV Wildlife Fence Rehabilitation

Bidder acknowledges receipt of the following addendum (addenda):

Addendum #1 5-3-23 and _____
Addendum #2 5-12-23 and _____
Addendum #3 5-18-23 and _____

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

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

It is understood and agreed by the Bidder that the award procedure for this solicitation will include the selection criteria of 49 CFR Part 26.45 to ensure that prime contracts are awarded to competitors that meet Disadvantaged Business Enterprise (DBE) goals. Notification is hereby given that DBE goals are established for this prime contract. The goal for firms owned and controlled by socially and economically disadvantaged individuals is **4.17 percent** of the dollar value of this contract. The following provisions are also included by reference:

- Davis Bacon Act (29 CFR Part 5.5)
- EEO Compliance Reports (41 CFR Part 60-1.7)
- Trade Restriction Certification (49 CFR Part 30)
- Buy American Preferences (Title 49 United States Code, Chapter 501)
- Certification of Non-Segregated Facilities (41 CFR Part 60-1.8)
- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (49 CFR Part 29)

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

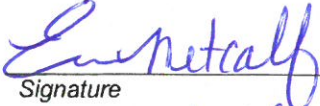
in the amount of 5% Dollars (\$ 5%),
being not less than five percent (5%) of the total amount of the base bid. If the undersigned Bidder is the successful Bidder, but fails or refuses to execute the contract and furnish the required bond within the prescribed ten (10) days of the notification of award,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

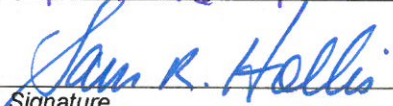
Fayetteville – Drake Field
FYV Wildlife Fence Rehabilitation

SEAL (If Bidder is a Corporation)

Bidder: Milestone Construction Company, LLC

Tax Identification No: 14-19166029

Attest: 
Signature
Erin Metcalf
Print Name

By: 
Signature
Sam R. Hollis President
Print Name and Title

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

2002 S. 48th Street Suite A
Springdale, AR 72762
Office Address of Bidder

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

010420 - STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder. Milestone Construction Company, LLC
2. Permanent main office address. 2002 S. 46th Street Suite A Springdale, AR 72762
3. When organized. 2004
4. If a corporation, where incorporated. Arkansas
5. How many years have been engaged in the contracting business under your present firm or trade name? 19
6. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion). SEE ATTACHED
7. General character of work performed by your company. GENERAL CONSTRUCTION
8. Have you ever failed to complete any work awarded to you? NO
9. Have you ever defaulted on a Contract? NO
If so, where and why?
10. Have you ever been fined or had your license suspended by a Contractor's Licensing Board? NO
If so, where and why?
11. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed. SEE ATTACHED
12. List your major equipment available for this Contract. BACKHOE, DOZER, SKID STEER, ETC
13. Experience in construction work similar in importance to this project. SEE ATTACHED
14. Background and experience of the principal members of your organization, including the officers. SEE ATTACHED
15. Credit available: \$ SEE ATTACHED
16. Give Bank reference: SEE ATTACHED
17. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES, ONLY UPON SPECIFIC REQUEST AND WITH A CONFIDENTIALITY AGREEMENT.

Fayetteville – Drake Field
FYV Wildlife Fence Rehabilitation

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

Dated at 2:00pm this 23 day of May, 2023

Bidder: MILESTONE CONSTRUCTION COMPANY

By: Sam R. Hollis
Signature

SAM R. HOLLIS PRESIDENT
Print Name and Title



Bid 23-25 Addendum 3

Milestone Construction Company, LLC

Milestone Construction Company, LLC

Supplier Response

Event Information

Number: Bid 23-25 Addendum 3
Title: Construction - FYV Wildlife Fence Rehabilitation
Type: Invitation to Bid
Issue Date: 4/23/2023
Deadline: 5/23/2023 02:00 PM (CT)
Notes:

The City of Fayetteville, AR is accepting sealed bids from properly licensed professionals for the construction of the FYV Wildlife Fence Rehabilitation project at Fayetteville – Drake Field Airport. The project includes, but is not limited to, demolition of approximately 3,350 linear feet of existing barbed wire fence, construction of approximately 3,500 linear feet of new wildlife exclusion fence, and various repairs to approximately 3,350 linear feet of existing chain link fence to be retained, and associated fence line clearing as shown on the plans and indicated in the specifications. Any questions concerning the bidding process should be directed to Amanda Beilfuss, City of Fayetteville Sr. Purchasing Agent, at abeilfuss@fayetteville-ar.gov.

Contact Information

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

Milestone Construction Company, LLC Information

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

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

Erin Metcalf

Signature

Submitted at 5/23/2023 10:30:11 AM (CT)

emetcalf@mstonecc.com

Email

Requested Attachments

Bid 23-25, Required Signature Forms

Wildlife Fencing Rehabilitation- Required Signature Forms.pdf

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

Bid 23-25, Bid Bond

Bid Bond- Wildlife Fencing.pdf

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

Bid Attributes

1 Arkansas Secretary of State Filing Number:

800044464

2 Arkansas Contractor License Number:

0156050424

3 Check Yes or No:

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

☒ Yes, I agree (Yes, I agree)

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

4 Addendum Acknowledgement

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

☒ I agree (I agree)

Bid Lines

1	Ditch Structure Type A	Quantity: <u>50</u> UOM: <u>LF</u>	Price: \$436.80	Total: \$21,840.00
2	Water Gate Structure Replacement	Quantity: <u>1</u> UOM: <u>LS</u>	Price: \$10,661.63	Total: \$10,661.63
3	Temporary Erosion Control	Quantity: <u>1</u> UOM: <u>LS</u>	Price: \$10,530.00	Total: \$10,530.00
4	Mobilization (Maximum 5% of Total Bid)	Quantity: <u>1</u> UOM: <u>LS</u>	Price: \$14,600.00	Total: \$14,600.00
5	Clearing and Grubbing of Approximately 1.3 Acres	Quantity: <u>1</u> UOM: <u>LS</u>	Price: \$68,569.80	Total: \$68,569.80
6	10-ft Woven Wire Wildlife Exclusion Fence with Barbed Wire	Quantity: <u>3500</u> UOM: <u>LF</u>	Price: \$53.84	Total: \$188,440.00
7	20-ft Manual Double Swing Vehicle Gate	Quantity: <u>1</u> UOM: <u>EA</u>	Price: \$1,687.50	Total: \$1,687.50
8	Wildlife Fence Removal (Barbed Wire on Wooden Posts)	Quantity: <u>3350</u> UOM: <u>LF</u>	Price: \$6.75	Total: \$22,612.50
9	Fence Post for Chain Link Fence Repair, Installed	Quantity: <u>25</u> UOM: <u>EA</u>	Price: \$168.75	Total: \$4,218.75
10	2" x 9 ga Galvanized Fence Fabric for Chain Link Fence Repair, Installed	Quantity: <u>2500</u> UOM: <u>LF</u>	Price: \$19.83	Total: \$49,575.00
11	4 Point 12.5 ga Barbed Wire for Chain Link Fence Repair, Installed	Quantity: <u>1500</u> UOM: <u>LF</u>	Price: \$8.51	Total: \$12,765.00
12	Miscellaneous Chain Link Fence Repairs	Quantity: <u>1</u> UOM: <u>LS</u>	Price: \$3,037.50	Total: \$3,037.50
13	Solar Powered L-810(L) Airport Light, Installed on Fence	Quantity: <u>8</u> UOM: <u>EA</u>	Price: \$6,257.55	Total: \$50,060.40
14	Bonds and Insurance	Quantity: <u>1</u> UOM: <u>LS</u>	Price: \$17,357.92	Total: \$17,357.92

Response Total: \$475,956.00



BID TABULATION

Bid 23-25, Construction - FYV Wildlife Fence Rehabilitation

DEADLINE: Tuesday, May 23, 2023 at 2:00 PM

Certification of Funds: \$500,000.00 (\$625,000.00 total allowed)

				Milestone Construction Company, LLC	
Line #	Description	QTY	UOM	Unit	Extended
1	Ditch Structure Type A	50	LF	\$436.80	\$21,840.00
2	Water Gate Structure Replacement	1	LS	\$10,661.63	\$10,661.63
3	Temporary Erosion Control	1	LS	\$10,530.00	\$10,530.00
4	Mobilization (Maximum 5% of Total Bid)	1	LS	\$14,600.00	\$14,600.00
5	Clearing and Grubbing of Approximately 1.3 Acres	1	LS	\$68,569.80	\$68,569.80
6	10-ft Woven Wire Wildlife Exclusion Fence with Barbed Wire	3500	LF	\$53.84	\$188,440.00
7	20-ft Manual Double Swing Vehicle Gate	1	EA	\$1,687.50	\$1,687.50
8	Wildlife Fence Removal (Barbed Wire on Wooden Posts)	3350	LF	\$6.75	\$22,612.50
9	Fence Post for Chain Link Fence Repair, Installed	25	EA	\$168.75	\$4,218.75
10	2" x 9 ga Galvanized Fence Fabric for Chain Link Fence Repair, Installed	2500	LF	\$19.83	\$49,575.00
11	4 Point 12.5 ga Barbed Wire for Chain Link Fence Repair, Installed	1500	LF	\$8.51	\$12,765.00
12	Miscellaneous Chain Link Fence Repairs	1	LS	\$3,037.50	\$3,037.50
13	Solar Powered L-810(L) Airport Light, Installed on Fence	8	EA	\$6,257.55	\$50,060.40
14	Bonds and Insurance	1	LS	\$17,357.92	\$17,357.92
Total				\$475,956.00	

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

Kenny Fitch
Digitally signed by Kenny Fitch
Date: 2023.05.24 10:14:12
-05'00'

Kenny Fitch, Purchasing Agent

Amanda Beilfuss
Digitally signed by Amanda Beilfuss
Date: 2023.05.23 15:46:37 -05'00'

Amanda Beilfuss, Sr. Purchasing Agent

Construction Contract Change Order

Project: FYV Wildlife Fence Rehabilitation Fayetteville - Drake Field Garver Job No. 22A13211	Change Order No. 1 Date Prepared: June 08, 2023 Prepared by: Kyle Bennett, Garver
Owner: Drake Field Airport 4500 S. School Ave. Fayetteville, AR 72701	Contractor: Milestone Construction Company, LLC 2002 S. 48th Street Suite A Springdale, AR 72762

Description of Work Included In Contract

The project includes, but is not limited to, demolition of approximately 3,350 linear feet of existing barbed wire fence, construction of approximately 3,500 linear feet of new wildlife exclusion fence, and various repairs to approximately 3,350 linear feet of existing chain link fence to be retained, and associated fence line clearing.

Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)

- This no cost change order includes revisions to Bid Item No. 5 to maintain consistency with Specification Section P-151 of the project manual. Revisions to the Bid Item include updating the bid item description from "Clearing and Grubbing of Approximately 1.3 Acres" to "Clearing and Grubbing", changing the unit of measure from "Lump Sum" to "Acre", and revising the unit price and contract quantity as shown below.

Contract Changes	Bid Item No.	Bid Item Description	Unit of Measure	Original Contract Quantity	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
A.	5	Clearing and Grubbing	Acre	1	\$68,569.80	1.3	\$52,746.00	\$68,569.80	\$68,569.80
Summation of Cost								\$68,569.80	\$68,569.80
Net Cost for this Change Order								\$0.00	\$0.00

Estimated Project Cost

Estimated Project Cost		Time Change	
Original Contract Amount	\$475,956.00	Original Contract Start Date	TBD
This Change Order	\$0.00	Original Contract Time (calendar days)	60
New Contract Amount	\$475,956.00	Additional Calendar Days granted by this Change Order	0
		New Contract Time (calendar days)	60
		Suspended Time	0
		New Construction Completion Date	TBD

THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS

ISSUED FOR REASONS INDICATED ABOVE

Engineer: Garver

Engineer's Signature

Project Manager

Title

6-08-2023

Date

ACCEPTED BY
CONTRACTOR

Contractor's Signature

Title

Date

APPROVED BY
OWNER

Owner's Signature

Title

Date



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: August 17, 2023
SUBJECT: **ARDOT - Utility Relocation Agreement for I-49/MLK Interchange Project 040846**

RECOMMENDATION:

Staff recommends approval of the agreement with the Arkansas Department of Transportation (ARDOT) related to the Interstate-49 MLK Interchange Improvements ARDOT Project 040846.

BACKGROUND:

ARDOT has requested utility relocations to prepare for the widening of Martin Luther King, Jr. Blvd. (Highway-62) from S. Leflar Way to S. Sang Ave. including reconstruction of the interstate overpass and creation of a new overpass at 15th Street.

ARDOT will phase the project, to begin in just the vicinity of 15th Street. The water and sanitary sewer relocations for this first phase are estimated to cost approximately \$5,308,725.00, subject to public bidding, inclusive of engineering fees and easement acquisitions. The relocations are estimated to be 100% reimbursable to the City of Fayetteville by ARDOT. This agreement is primarily to establish the reimbursable percentage for both parties.

DISCUSSION:

Hawkins-Weir Engineers, Inc. was selected for and has completed design of the utility relocations necessary for the 15th Street phase of this project. Arkansas Department of Health project review and easement acquisition is underway, then the project can proceed to bidding.

BUDGET/STAFF IMPACT:

No impact at this time. Funds would be obligated to this project at the time a construction bid award is presented.

ATTACHMENTS: SRF ARDOT I49 and MLK, 040846 - City of Fayetteville - Agrmt for Signatures, 2022129
Pre-Final Cost Estimate -15th Street



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1022

ARDOT - Utility Relocation Agreement for I-49/MLK Interchange Project 040846

A RESOLUTION TO APPROVE A UTILITY RELOCATION AGREEMENT WITH THE ARKANSAS STATE HIGHWAY COMMISSION FOR UTILITY RELOCATIONS RELATED TO THE HIGHWAY 62 INTERCHANGE IMPROVEMENTS PROJECT

WHEREAS, the Arkansas Department of Transportation has requested utility relocations to prepare for the widening of Martin Luther King, Jr. Blvd. (Highway 62) from S. Leflar Way to S. Sang Ave including reconstruction of the interstate overpass and creation of a new overpass at 15th Street; and

WHEREAS, the utility relocations are estimated to cost a total of \$5,308,725.00 with reimbursement to the City for 100% of the costs.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a utility relocation agreement, a copy of which is attached to this Resolution, with the Arkansas State Highway Commission for utility relocations related to the Highway 62 Interchange Improvements Project.

City of Fayetteville Staff Review Form

2023-1022

Item ID

9/5/2023

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

Tim Nyander

8/17/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the agreement with the Arkansas Department of Transportation (ARDOT) related to the Interstate-49 MLK Interchange Improvements ARDOT Project 040846.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget
Expenses (Actual+Encum)

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

ARKANSAS STATE HIGHWAY COMMISSION
HIGHWAY - UTILITY CONSTRUCTION/RELOCATION AGREEMENT

State Job No 040846 (Utilities) County Washington
Federal Aid Project NHPP-9142(51) Route I-49 Section 28
Job Location Hwy. 62 Intchnng. Impvts. Utility Owner City of Fayetteville
(Fayetteville)(F)

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the Arkansas State Highway Commission, acting by and through the duly authorized representatives of the Arkansas Department of Transportation, with headquarters at Little Rock, Arkansas, hereinafter referred to as the "Department," and the **City of Fayetteville, Arkansas** acting by and through its duly authorized representatives, hereinafter referred to as the "Owner" WITNESSETH:

The Department proposes to make highway improvements as specified under the above referenced job number and the Owner will adjust or relocate its existing facilities as set out in the attached plans and cost estimate.

The Department will participate in the cost of said adjustment/relocation to the extent that eligibility is hereinafter established.

Payment will be made on **actual cost** basis as mutually agreed between Owner and Department.

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

DESCRIPTION OF WORK: **See Exhibit A on Page 4**

The Department agrees that the required adjustment is **100%** eligible for reimbursement for the total cost which is estimated to be **\$5,307,746.00** of which **\$5,307,746.00** is to be paid by the Department and **\$0.00** is to be borne by Owner.

Owner will not commence work until authorized by the Department, and will then endeavor to begin within **180 calendar** days and complete within **300 calendar** days thereafter.

On completion of said work, Owner is responsible for the cleanup and restoration of the work area including the disposal of surplus materials and debris.

Final billing must include all supporting detail. Owner shall also submit one (1) set of as-built drawings at this time.

Payment will be 100% of lump sum bills and actual cost bills, at the discretion of the Department a 10% retainage can be withheld and released upon completion of an audit review. All final bills for utility relocation are subject to review and audit by state and/or federal auditors.

Expenses incurred under an actual cost agreement may be billed to the Department monthly in increments of \$5,000.00 or more.

Owner must maintain cost records and accounts to support the agreed adjustment/relocation work. Said records to be retained and available for inspection for a period of three (3) years from date of final payment.

Owner shall be responsible for any and all hazards to persons, property, and traffic.

With respect to traffic control, Owner shall adhere to the requirements of the Manual of Uniform Traffic Control Devices as amended and supplemented.

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

Owner shall be responsible for and shall hold harmless the Arkansas State Highway Commission, the Department and their officers and employees from any and all claims, actions, causes of action, suits, damages, losses or liability whatsoever, arising out of Owner's performance of the work subject to this Agreement.

Notwithstanding anything hereinbefore written, neither the Owner nor the Department by execution of this Agreement waives or relinquishes any rights which either may legally have within the limits of the Law or Constitution, either State or Federal.

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

Name (Typed or Printed)

(For) Director

Title

Right of Way Division Head

Signature

Section Head-Utilities Section

FEDERAL TAXPAYER IDENTIFICATION #

Name (Typed or Printed)

Title

Signature

EXHIBIT A

This agreement has been prepared to address the Phase I (15th St. Relocation) portion of this project. Phase II (Hwy. 62 Relocation) portion will be included via change order at a later date.

Adjust water facilities to clear highway construction by abandoning 1,260 LF of 24" water main complete with appurtenances. Restore service by installing 2,014 LF of 18" water main complete with appurtenances.

Adjust sewer facilities to clear highway construction by abandoning 400 LF of 24" sewer main and 778 LF of 12" sewer main complete with appurtenances. Restore service by installing 399 LF of 30" sewer main, 15 LF of 24" sewer main, and 216 LF of 12" sewer main complete with appurtenances.

All of the facilities to be abandoned are located on private property; therefore, this work is 100% reimbursable. Owner will perform this work by competitively bid contract forces.

Owner has elected to utilize O.R. Colan for easement acquisition services, as allowed under the existing CMGC contract for this project.

Summary of Cost

Construction	\$	4,367,875.00
Preliminary Engineering	\$	544,550.00
Construction Engineering	\$	294,800.00
Easement Acquisition	\$	99,021.00
Advertising	\$	1,000.00
ADH Review Fee	\$	500.00
TOTAL COST	\$	5,307,746.00

Reimbursable Cost \$5,307,746.00 X 100% = \$5,307,746.00



Pre-Final Design Cost Estimate
ArDOT I-49 Utility Relocations - 15th Street
City of Fayetteville, Arkansas
HWEI Project No. 2022129
July 21, 2023



Item No.	Description	Quantity/Unit	Unit Price	Total Price
1	Performance and Payment Bonds	1 LS	\$ 100,000	\$ 100,000
2	Mobilization	1 LS	\$ 50,000	\$ 50,000
3	Trench Safety/Protective Systems	1 LS	\$ 50,000	\$ 50,000
4	Construction Erosion Control and Sediment Control	1 LS	\$ 15,000	\$ 15,000
5	Site Preparation	1 LS	\$ 75,000	\$ 75,000
6	Remove and Dispose of Concrete Sidewalks and Driveways	475 SY	\$ 25	\$ 11,875
7	Remove and Dispose of Concrete Curb or Curb & Gutter	175 LF	\$ 15	\$ 2,625
8	Remove and Dispose of Storm Drain Pipe (up to 24")	34 LF	\$ 25	\$ 850
9	Clearing and Grubbing	1 LS	\$ 50,000	\$ 50,000
10	Construction Dewatering	1 LS	\$ 25,000	\$ 25,000
11	Bypass Pumping	1 LS	\$ 90,000	\$ 90,000
12	Granular Backfill (Trenches)	200 CY	\$ 75	\$ 15,000
13	Select Backfill (Trenches)	200 CY	\$ 40	\$ 8,000
14	Select Backfill (Excavations)	300 CY	\$ 50	\$ 15,000
15	Flowable Fill (Trenches)	100 CY	\$ 150	\$ 15,000
16	Class 7 Aggregate Base Course	200 CY	\$ 100	\$ 20,000
17	Rock Excavation (Trenches)	1 LS	\$ 100,000	\$ 100,000
18	Pipe Casing - 24" Steel (Open Cut)	100 LF	\$ 750	\$ 75,000
19	Pipe Casing - 36" Steel (Bored)	100 LF	\$ 3,000	\$ 300,000
20	Pipe Casing - 36" Steel (Open Cut)	340 LF	\$ 1,250	\$ 425,000
21	Pipe Casing - 48" Steel (Open Cut)	360 LF	\$ 1,500	\$ 540,000
22	Sanitary Sewer Trenching and Backfilling, 4-8' Deep (12-Inch)	154 LF	\$ 75	\$ 11,550
23	Sanitary Sewer Trenching and Backfilling, 4-8' Deep (30-Inch)	30 LF	\$ 125	\$ 3,750
24	Sanitary Sewer Trenching and Backfilling, 8-12' Deep (12-Inch)	62 LF	\$ 100	\$ 6,200
25	Sanitary Sewer Trenching and Backfilling, 8-12' Deep (24-Inch)	15 LF	\$ 150	\$ 2,250
26	Sanitary Sewer Trenching and Backfilling, 8-12' Deep (30-Inch)	369 LF	\$ 175	\$ 64,575
27	Seeding, Fertilizing and Mulching	1,600 SY	\$ 6	\$ 9,600
28	Solid Sodding	700 SY	\$ 12	\$ 8,400
29	Asphalt Pavement Repair (Type 3, 3" Thickness)	360 SY	\$ 150	\$ 54,000
30	Cold Milling Asphalt Pavement	360 SY	\$ 50	\$ 18,000
31	Asphalt Cold Mix (3" Thickness)	275 SY	\$ 100	\$ 27,500
32	Curb and Gutter (Type A - Barrier)	175 LF	\$ 75	\$ 13,125
33	Concrete Trail (12' width, 4" thickness)	200 SY	\$ 100	\$ 20,000
34	18" ADS-N12	34 LF	\$ 100	\$ 3,400
35	Reconstruct Inlet Top	2 EA	\$ 1,500	\$ 3,000
36	Water Pipe (18" PVC, AWWA C900, Class 305, DR 14)	2,042 LF	\$ 175	\$ 357,350
37	Ductile Iron Fittings	9,000 LBS	\$ 18	\$ 162,000
38	18" Butterfly Valve with Valve Box	6 EA	\$ 25,000	\$ 150,000
39	Fire Hydrant Assembly (Regular)	4 EA	\$ 7,500	\$ 30,000
40	Connect to Existing 24" Water Main	2 EA	\$ 10,000	\$ 20,000
41	Remove and Dispose Water Line (24-Inch)	1,260 LF	\$ 500	\$ 630,000
42	Cut & Cap Existing 6" Water Line	1 EA	\$ 2,500	\$ 2,500
43	Cut & Cap Existing 24" Water Line	4 EA	\$ 6,000	\$ 24,000
44	Concrete Blocking	60 CY	\$ 175	\$ 10,500
45	Water Line Marker Post	5 EA	\$ 150	\$ 750
46	4" Combination Air/Vacuum Release Valve with Vault	1 EA	\$ 25,000	\$ 25,000
47	1" Water Service Connection	2 EA	\$ 1,600	\$ 3,200
48	Water Service Line (1" Copper Tubing, Type K)	20 LF	\$ 40	\$ 800
49	1" Single Water Meter Box	1 EA	\$ 1,400	\$ 1,400
50	Sewer Pipe (12" PVC, SDR 26)	216 LF	\$ 200	\$ 43,200
51	Sewer Pipe (24" PVC, SDR 26)	15 LF	\$ 275	\$ 4,125
52	Sewer Pipe (30" PVC, SDR 26)	399 LF	\$ 350	\$ 139,650
53	Sewer Line Marker Post	6 EA	\$ 150	\$ 900
54	Standard Depth Manhole (4' Diameter, 0-6' Deep)	4 EA	\$ 7,500	\$ 30,000
55	Additional Manhole Depth (4' Diameter)	8 VF	\$ 300	\$ 2,400
56	Standard Depth Manhole (6' Diameter, 0-6' Deep)	2 EA	\$ 12,000	\$ 24,000
57	Additional Manhole Depth (6' Diameter)	9 VF	\$ 800	\$ 7,200
58	Manhole Frame and Cover (Hinged & Locking)	6 EA	\$ 1,000	\$ 6,000
59	Connect Sewer Main Pipe to Existing Manhole	1 EA	\$ 1,500	\$ 1,500
60	Abandon Existing Manhole	2 EA	\$ 1,800	\$ 3,600
61	Remove and Dispose of Manhole	2 EA	\$ 2,000	\$ 4,000



Pre-Final Design Cost Estimate
ArDOT I-49 Utility Relocations - 15th Street
City of Fayetteville, Arkansas
HWEI Project No. 2022129
July 21, 2023



Item No.	Description	Quantity/Unit		Unit Price	Total Price
62	Remove and Dispose of Sewer Main (12-Inch)	778	LF	\$ 150	\$ 116,700
63	Remove and Dispose of Sewer Main (24-Inch)	233	LF	\$ 200	\$ 46,600
64	Abandon & Grout Fill Sewer Main (12-Inch)	70	LF	\$ 150	\$ 10,500
65	Abandon & Grout Fill Sewer Main (24-Inch)	172	LF	\$ 200	\$ 34,400
66	Cut & Plug Existing 12" Sewer Main	2	EA	\$ 1,200	\$ 2,400
67	Cut & Plug Existing 24" Sewer Main	1	EA	\$ 2,500	\$ 2,500
68	Concrete Anchor Collar (12" Sewer Line)	6	CY	\$ 2,500	\$ 15,000
69	Concrete Anchor Collar (30" Sewer Line)	16	CY	\$ 2,500	\$ 40,000
70	Remove and Replace Fence (6' Tall, Security Steel)	258	LF	\$ 500	\$ 129,000
71	Remove and Reinstall Light Pole	1	EA	\$ 8,000	\$ 8,000
72	Stream Bank Protection and Restoration	1	LS	\$ 50,000	\$ 50,000

TOTAL ESTIMATED CONSTRUCTED COST \$ 4,367,875



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: August 18, 2023
SUBJECT: **Structural Preservation Systems, LLC - Change Order No. 3**

RECOMMENDATION:

Staff recommends approval of a change order to the Design-Build contract with Structural Preservation Systems, LLC in an amount not to exceed \$7,884,343.00, and approval of a budget adjustment.

BACKGROUND:

In 2021 City Water/Sewer Staff performed an inspection of the 48-inch gravity sewer line that extends from Gregg Avenue to Sunshine Road. Visual inspections of each manhole were conducted, and a 'boat' was constructed to float down each line segment and record video. Overall, the line was in excellent shape, however, one area in the vicinity of Interstate-49 has experienced damage at some point during its 15-years of service. This segment of line cannot be repaired with typical excavation techniques due to its location under the Southbound Highway-112 Exit Ramp on I-49.

City Council approved a design-build contract (Res. 6-23) with Structural Preservation Systems, LLC (SPS), a national leader in trenchless pipe point repairs, to develop a plan for repairs in this location. Once mobilized, SPS created a bypass system to dry the work zone, then entered the pipe for initial shoring and sanitizing. Then a detailed engineering in-pipe investigation was conducted to determine exact location and extent of repairs necessary. During this investigation, the pipe and tunnel system were found to be "unsafe in its current condition" and "subject to imminent collapse."

DISCUSSION:

The root cause of the failure of this pipeline is the lack of grouting in the annular space outside the pipe, between the pipe wall and the tunnel encasement and tunnel walls. Without this grout the original steel tunnel liner plates have corroded and the tunnel has started to collapse, thereby crushing the sewer pipe.

The original design-build contract cost (Res. 6-23) was \$2,477,644.00 with a \$375,000.00 contingency. SPS proposes a solution to completely rehabilitate the pipeline and stabilize the tunnel, filling all void spaces. This solution will require four months additional construction time and a change order cost of \$7,884,343.00.

Staff has considered alternatives to this proposed change order. For example, installing a new, independent sewer line in a new parallel tunnel. This option could be a lower cost at first glance. However, it would take approximately two years to design, permit, and construct. All the while the active sewer would be bypass pumping, at risk of failure, and at a significant operational cost. Furthermore, the existing line would still need a

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

high-cost grouting abandonment. Other pipe-lining technologies have been considered as well such as cured in place pipe. However, these technologies would likely create a very deformed final pipe shape due to existing deflections and failed pipe segments. Furthermore, these liners would not address existing void spaces nearby the tunnel that could contribute to surface settlement. Finally, these liners would require all existing safety shoring in the pipe to be removed, a very high life-safety risk.

BUDGET/STAFF IMPACT:

A budget adjustment is attached to move funds into the Sanitary Sewer Rehabilitation account within the Water & Sewer fund to pay for Change Order No. 3.

ATTACHMENTS: SRF Structural Preservation Systems CO3, 2023-1023 BA Structural Preservation CO3, Change Order 3 (signed by sps), Change Order Request 635148-03

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1023

Structural Preservation Systems, LLC - Change Order No. 3

A RESOLUTION TO APPROVE CHANGE ORDER NO. 3 TO THE DESIGN-BUILD CONTRACT WITH STRUCTURAL PRESERVATION SYSTEMS, LLC IN AN AMOUNT NOT TO EXCEED \$7,884,343.00 TO REHABILITATE THE SEWER PIPELINE AND STABILIZE THE TUNNEL UNDER THE SOUTHBOUND HIGHWAY 112 EXIT RAMP ON I-49, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on January 3, 2023, the City Council passed Resolution 6-23 authorizing Mayor Jordan to sign a design-build contract with Structural Preservation Systems, LLC (SPS) to develop a plan for repairs to the sewer pipe under the southbound Highway 112 exit ramp on I-49; and

WHEREAS, during the investigation, SPS determined the pipe and tunnel system is “unsafe in its current condition” and “subject to imminent collapse” because of the lack of grouting in the space outside the pipe, between the pipe wall and the tunnel encasement and tunnel walls; and

WHEREAS, SPS proposes to completely rehabilitate the pipeline and stabilize the tunnel, filling all void spaces which will require four months of additional construction time and a change order cost of \$7,884,343.00; and

WHEREAS, the Utilities Department has considered alternatives to this proposed change order but none resolves the issue as safely and efficiently as the SPS proposal.

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 Change Order No. 3 to the design-build contract with Structural Preservation Systems, LLC, a copy of which is attached to this Resolution, in an amount not to exceed \$7,884,343.00 to rehabilitate the sewer pipeline and stabilize the tunnel under the southbound Highway 112 exit ramp on I-49.

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

City of Fayetteville Staff Review Form

2023-1023

Item ID

9/5/2023

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

Tim Nyander

8/17/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a change order to the Design-Build contract with Structural Preservation Systems, LLC in an amount not to exceed \$7,884,343.00, and approval of a budget adjustment.

Budget Impact:

5400.720.5700-5815.00

Water/Sewer

Account Number

Fund

02017.1

Sanitary Sewer Rehabilitation

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 7,218,253.00

Expenses (Actual+Encum)

\$ 4,949,784.91

Available Budget

\$ 2,268,468.09

Does item have a direct cost? Yes

Item Cost

\$ 7,884,343.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 7,300,000.00

Remaining Budget

\$ 1,684,125.09

V20221130

Purchase Order Number: 2023-205

Previous Ordinance or Resolution # 06-23

Change Order Number: 3

Approval Date:

Original Contract Number: 2023-11

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

Budget Year 2023	Division /Org2 WATER SEWER (720) Requestor: Cheryl Partain	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

A budget adjustment is needed in the Sanitary Sewer Rehabilitation project to cover the cost for the Change Order No. 3 to the Design-Build contract with Structural Preservation Systems, LLC for engineering and construction services related to the emergency trenchless repair of a 48-inch diameter sanitary sewer line under Interstate 49. Moving budgeted funds from multiple Water/Sewer projects to cover the emergency repair.

RESOLUTION/ORDINANCE	COUNCIL DATE:	9/5/2023
	ITEM ID#:	2023-1023
	<i>Holly Black</i>	
	<i>8/18/2023 11:56 AM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/

TOTAL		-	-				v.202388
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub.Detl			
5400.720.5700-5815.00	7,300,000	-	02017	1	EX	Improvements - Sewer	
5400.720.5600-5808.00	(228,364)	-	12009	1700	EX	Improvements - Water Line	
5400.720.5600-5808.00	(1,171,636)	-	12009	1	EX	Improvements - Water Line	
5400.730.5800-5801.00	(200,000)	-	13018	1	EX	Fixed Assets	
5400.730.5800-5818.00	(300,000)	-	13018	1	EX	Wastewater Treatment Plant - Improveme	
5400.720.5600-5808.00	(500,000)	-	14010	1	EX	Improvements - Water Line	
5400.730.5800-5801.00	(4,000,000)	-	15023	1	EX	Fixed Assets	
5400.720.5600-5808.00	(900,000)	-	17004	1	EX	Improvements - Water Line	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
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	-	-					



CHANGE ORDER

Contract Title: Design-Build Contract: Emergency Sewer Line Repair

Change Order No. 3

Date of Issuance: August 4, 2023

To Contractor: Structural Preservation Systems, LLC.

ORDINANCE/RESOLUTION: 6-23

Effective: January 3, 2023

The Contract is changed as follows:

Bid	Bid	Previous	Unit	Contract	Revised	Revised	Original	Revised
Item	Item	Estimated	of	Unit	Estimated	Unit	Estimated	Estimated
No.	Description	Quantity	Measure	Price	Quantity	Price	Cost	Cost
1	Submittals, Engineering and up-front Project Planning	1	LS	\$ 63,250.00	1	\$ 63,250.00	\$ 63,250.00	\$63,250.00
2	Mobilization	1	LS	\$ 299,499.80	1	\$ 299,499.80	\$ 299,499.80	\$299,499.80
3	Bypass System Installation and Pressure Testing	1	LS	\$ 567,000.00	1	\$ 567,000.00	\$ 567,000.00	\$567,000.00
4	Bypass System with Rental, Fueling and Pump Watch	40	DAYS	\$ 12,556.53	40	\$ 12,556.53	\$ 502,261.20	\$502,261.20
5	Rescue Team	1	LS	\$ 143,545.00	1	\$ 143,545.00	\$ 143,545.00	\$143,545.00
6	Pipeline Sanitizing and Safety Shoring	1	LS	\$ 71,050.00	1	\$ 71,050.00	\$ 71,050.00	\$71,050.00
7	Inspection & Design Modifications	1	LS	\$ 86,275.00	1	\$ 86,275.00	\$ 86,275.00	\$86,275.00
8	CFRP Materials Delivered to Site	0	LS	\$ 175,000.00	0	\$ 175,000.00	\$ -	\$0.00
9	CFRP Installation	0	LF	\$ 5,234.05	0	\$ 5,234.05	\$ -	\$0.00
10	Demobilization	1	LS	\$ 30,193.20	1	\$ 30,193.20	\$ 30,193.20	\$30,193.20
11	Closeout Report	1	LS	\$ 16,164.80	1	\$ 16,164.80	\$ 16,164.80	\$16,164.80
CO1.1	Feasibility and Shoring Design	1	LS	\$ 50,000.00	1	\$ 50,000.00	\$ 50,000.00	\$50,000.00
CO2.1	Updated Shoring - materials, freight, re-mobilization, engineering, labor, installation, entire 925-LF	1	LS	\$ 715,000.00	1	\$ 715,000.00	\$ 715,000.00	\$715,000.00
CO2.2	Extended Bypass Pumping Duration beyond 40-days	13	DAYS	\$ 7,155.00	13	\$ 7,155.00	\$ 93,015.00	\$93,015.00

CO2.3	On-site supervision and facilities costs while de-mobilized	40	DAYS	\$ 656.00	40	\$ 656.00	\$ 26,240.00	\$26,240.00
CO3.1	Rescue Team Additional Days	0	DAYS	\$ -	64	\$ 3,589.00	\$ -	\$229,696.00
CO3.2	Bypass Pumping Additional Days	0	DAYS	\$ -	94	\$ 7,155.00	\$ -	\$672,570.00
CO3.3	Secondary Bypass System for Wet Weather	0	LS	\$ -	1	\$ 520,000.00	\$ -	\$520,000.00
CO3.4	Polyurethane Foam Bulkhead Installation	0	LS	\$ -	1	\$ 423,000.00	\$ -	\$423,000.00
CO3.5	Cellular Concrete Annular Grouting	0	LS	\$ -	1	\$ 830,000.00	\$ -	\$830,000.00
CO3.6	Soil Stabilization (up to 25,000 gal)	0	LS	\$ -	1	\$ 1,266,447.00	\$ -	\$1,266,447.00
CO3.7	CFRP Materials Delivered to Site	0	LS	\$ -	1	\$ 175,000.00	\$ -	\$175,000.00
CO3.8	Establish Environmental Conditions and Install CFRP on Original 100-LF	0	LF	\$ -	100	\$ 5,234.05	\$ -	\$523,405.00
CO3.9	CFRP Rehabilitation on All ungrouted Sections of HOBAS Pipe	0	LF	\$ -	755	\$ 2,970.00	\$ -	\$2,242,350.00
CO3.10	Bypass Pumping, Additional Days for Secondary Bypass System	0	DAYS	\$ -	30	\$ 7,155.00	\$ -	\$214,650.00
CO3.11	Soil Stabilization Allowance (up to 25,000 add'l gallons)	0	GALLONS	\$ -	25000	\$ 21.73	\$ -	\$543,250.00
CO3.12	CFRP Rehabilitation in grouted areas near manholes	0	LF	\$ -	70	\$ 2,970.00	\$ -	\$207,900.00
CO3.13	Daily Rate for Second Pump Watch During Rain Events	0	DAYS	\$ -	15	\$ 2,405.00	\$ -	\$36,075.00

Summation of Cost \$ 2,663,494.00 \$10,547,837.00

Net Cost for this Change Order \$7,884,343.00

Not valid until signed by the Owner

The original Contract Price was	\$ 2,477,644.00
Net change by previously authorized change orders	\$ 185,850.00
The Contract Price prior to this Change Order was	\$ 2,663,494.00
The Contract Price will increase by	\$7,884,343.00

The new Contract Price including this Change Order will be

The Contract Time(s) will increase by

Required dates of Completion as of the date of this Change Order therefore are:

Substantial Completion

Final Completion

\$ 10,547,837.00

0 calendar days

n/a

n/a

NOTE: This summary does not reflect changes in the Contract Price or Time(s) which have been authorized by Work Change Directives not incorporated in this or previous Change Orders.

Structural Preservation Systems, LLC.

CITY OF FAYETTEVILLE

BY

DATE

Jeffrey M. Venanzi - President

BY

DATE



Initiated by:
OWNER ☐
CONTRACTOR ☒
SUBCONTRACTOR ☐

CHANGE ORDER REQUEST

PROJECT NAME/ADDRESS:

City of Fayetteville
Design-Build 48" HOBAS Sewer Repair

CHANGE ORDER NUMBER: 635148-03

DATE OF CHANGE ORDER: 8/03/23

Client:

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

CONTRACT DATE: 1/3/23

CONTRACT SCOPE: IDB 48" HOBAS Sewer Repair

The contract is changed as follows:

STRUCTURAL to

- Provide 64 Additional Days of Confined Space Rescue Team*
- Provide 94 Additional Days of Primary Critical Bypass System*
- Install secondary 13MGD Bypass System and operate for 60 Days per owner's direction
- Install Polyurethane Foam Bulkheads as necessary to support successful annular grouting operation
- Fill annulus space between 48" HOBAS Pipe and 72" Steel Casing with cellular, sulfate-resistant grout
- Perform soil stabilization around the 72" Steel Tunnel using cementitious grout and sodium silicate injection
- Install CFRP Stand-alone rehabilitation of damaged HOBAS Piping

*Billed at daily rates

Cost Summary:

Total change order amount reflects highest assumed durations and material quantities in SOV. Work will be billed per the pricing table attached.

Total Change Order Amount: \$7,884,343.00

Original Contract Sum.....	\$2,477,644.00
Net change by previously authorized Change Orders	\$185,850.00
Contract Sum prior to this Change Order.....	\$2,663,494.00
Amount of increase authorized by this Change Order	\$7,884,343.00
New Contract Sum including this Change Order	\$10,547,837.00

NOTE: This summary does not reflect adjustments in Subcontract Sum or Subcontract Time for changes authorized by Construction Change Directive but not yet finalized by Contractor and Subcontractor.

The adjustments to the contract, if any, specified above shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs. Except as expressly modified herein, all terms and conditions of the contract remain unchanged and in full force and effect.

CITY OF FAYETTEVILLE

STRUCTURAL PRESERVATION SYSTEMS, LLC

BY: _____

BY: _____

DATE: _____

DATE: _____

Item No.		Cost	UOM	Quantity	Extended Cost
1	Submittals, Engineering, and up-front Project Planning	\$ 63,250.00	LS	1	\$ 63,250.00
2	Mobilization	\$ 299,499.80	LS	1	\$ 299,499.80
3	Bypass System Installation and Pressure Testing	\$ 567,000.00	LS	1	\$ 567,000.00
4	Bypass System with Rental, Fueling and Pump Watch	\$ 12,556.53	Days	40	\$ 502,261.20
5	Rescue Team	\$ 143,545.00	LS	1	\$ 143,545.00
6	Pipeline Sanitizing and Safety Shoring	\$ 71,050.00	LS	1	\$ 71,050.00
7	Inspection and Design Modifications	\$ 86,275.00	LS	1	\$ 86,275.00
8	CFRP Materials Delivered to Site	\$ 175,000.00	LS	0	\$ -
9	CFRP Installation	\$ 5,234.05	LF	0	\$ -
10	Demobilization	\$ 30,193.20	LS	1	\$ 30,193.20
11	Closeout Report	\$ 16,164.80	LS	1	\$ 16,164.80
Original Contract Value:					\$ 1,779,239.00
c01.1	Feasibility and Shoring Design	\$ 50,000.00	LS	1	\$ 50,000.00
Change Order 01:					\$ 50,000.00
Total Contract With Change Order 01:					\$ 1,829,239.00
c02.1	Shoring Materials, Freight, Re-Mobilization, Engineering, Labor, Installation	\$ 715,000.00	LS	1	\$ 715,000.00
c02.2	Extended Bypass Pumping Rental, Fueling, and Pump Watch Beyond 40 Days	\$ 7,155.00	Days	13	\$ 93,015.00
c02.3	On-Site Supervision and Facilities Costs While De-Mobilized	\$ 656.00	Days	40	\$ 26,240.00
Change Order 02:					\$ 834,255.00
Total Contract With Change Order 02:					\$ 2,663,494.00
c03.1	Rescue Team (After 40 days captured on line item 3)	\$ 3,589.00	DAY	64	\$ 229,696.00
c03.2	Bypass Operation of Original Bypass System (in addition to the 40 days captured on line item 4)	\$ 7,155.00	DAY	94	\$ 672,570.00
c03.3	Secondary Stand Alone Bypass (Installation and 60 days of Bypass Operation)	\$ 520,000.00	LS	1	\$ 520,000.00
c03.4	Bulkheads for Annular Grouting (Polyurethane Foam):	\$ 423,000.00	LS	1	\$ 423,000.00
c03.5	Annular Grouting (Cellular Concrete):	\$ 830,000.00	LS	1	\$ 830,000.00
c03.6	Soil Stabilization (Lump Sum up to 25,000 Gallons)	\$ 1,266,447.00	LS	1	\$ 1,266,447.00
c03.7	CFRP Materials Delivered to Site	\$ 175,000.00	LS	1	\$ 175,000.00
c03.8	Establish Environmental Conditions and Install CFRP on Original 100LF	\$ 5,234.05	LF	100	\$ 523,405.00
c03.9	CFRP Rehabilitation on All Un-Grouted Sections of HOBAS Pipe	\$ 2,970.00	LF	755	\$ 2,242,350.00
c03.10	Bypass Operation of Secondary Bypass System (After 60 days captured on line item 18)	\$ 7,155.00	DAY	30	\$ 214,650.00
c03.11	Soil Stabilization Allowance (Up to 25,000 Additional Gallons)	\$ 21.73	GALLON	25000	\$ 543,250.00
c03.12	CFRP Rehabilitation From Manhole to Manhole (Additional 70LF)	\$ 2,970.00	LF	70	\$ 207,900.00
c03.13	Daily rate for second Pump Watch during Rain Events	\$ 2,405.00	DAY	15	\$ 36,075.00
Change Order 03:					\$ 7,884,343.00
Total Contract With Change Order 03:					\$ 10,547,837.00
Owner Option:					\$ 1,001,875.00
Potential Final Contract Value:					\$ 9,545,962.00

STRUCTURAL will make every effort to expedite the project to minimize days of Bypass operation. Line Items 3.1, 3.2, 3.10, and 3.13 will be invoiced for Days used so this is a potential area of savings. For example, if the project is completed 3 days ahead of schedule, there are potential large savings from this final contract value.



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council
THRU: Brad Hardin, Fire Chief
FROM: Granville Wynn, Financial Analyst - Fire
DATE: July 31, 2023
SUBJECT: **Approval of a resolution authorizing the purchase of the Train-the-Trainer Mastering Fireground Command-Calm the Chaos Training Course from Firefighter Inspiration Readiness and Education, LLC including the workshop and online training at a cost of \$106,000.**

RECOMMENDATION:

Approval of a resolution authorizing the purchase of the Train-the-Trainer Mastering Fireground Command-Calm the Chaos Training Course from Firefighter Inspiration Readiness and Education, LLC including the workshop and online training at a cost of \$106,000.

BACKGROUND:

The Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) Grant Programs Directorate implements and administers the Assistance to Firefighters Grants (AFG). The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events. The Fire Department applied to the AFG grant program to request funding for the Train-the-Trainer Mastering Fireground Command-Calm the Chaos Training Course from Firefighter Inspiration Readiness and Education, LLC including the workshop and online training. This Grant was awarded by FEMA (FY 2021 AFG Grant-EMW-2021-FG-06754) and accepted by City Council per Resolution #38-23 on February 21, 2023.

DISCUSSION:

Upon Council Approval, we will purchase the Train-the-Trainer Mastering Fireground Command-Calm the Chaos Training Course from Firefighter Inspiration Readiness and Education, LLC. This will include the Travel and Lodging for the Instructors, the Train-the-Trainer Workshop, and the Online Operations Training License Course. This course will be beneficial in enabling fire personnel to have hands-on fireground command training exercises that reinforce like-minded practices and terminology to further enhance the safety of firefighters when working with multiple agencies. This includes sets and simulations along with training on multi-company response scenes. Due to this specific training course and online training only being provided by Firefighter Inspiration Readiness and Education, LLC, they are the sole source vendor for this Training.

BUDGET/STAFF IMPACT:

Per Council approval in Resolution #38-23, funds are in Fire- FEMA Grant For Fireground Command Training project #32301.1 which utilizes Fire ACT 833 Revenue for the 10% grant match (\$8,408.19) and 15%

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

contingency funds (\$13,874) and \$84,081.81 in FEMA funds to allow total funding of \$106,364 for the Training Course, Mastering Fireground Command, Calm the Chaos.

ATTACHMENTS: SRF_Vendor Scope of Work_Authorizing purchase of Training_AFG Grant EMW-2021-FG-06754



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-965

Approval of a resolution authorizing the purchase of the Train-the-Trainer Mastering Fireground Command-Calm the Chaos Training Course from Firefighter Inspiration Readiness and Education, LLC including the workshop and online training at a cost of \$106,000.

A RESOLUTION TO WAIVE COMPETITIVE BIDDING AND ACCEPT A QUOTE FOR THE PURCHASE OF A FIREGROUND COMMAND TRAINING COURSE FROM FIREFIGHTER INSPIRATION READINESS AND EDUCATION, LLC IN THE AMOUNT OF \$106,000.00

WHEREAS, the Fire Department applied for and received an Assistance to Firefighters Grant through the Federal Emergency Management Agency to provide funding for fireground command training; and

WHEREAS, the Train-the-Trainer Mastering Fireground Command-Calm the Chaos Training Course from Firefighter Inspiration Readiness and Education, LLC will be beneficial in enabling fire personnel to have hands-on fireground command training exercises that reinforce like-minded practices and terminology to further enhance the safety of firefighters when working with multiple agencies; and

WHEREAS, Firefighter Inspiration Readiness and Education, LLC is the only provider of this training course.

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 determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and accepts the quote of \$106,000.00 from Firefighter Inspiration Readiness and Education, LLC for the purchase of the Train-the-Trainer Mastering Fireground Command-Calm the Chaos Training Course.

City of Fayetteville Staff Review Form

2023-965

Item ID

9/5/2023

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Brad Hardin

7/31/2023

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution authorizing the purchase of the Train-the-Trainer Mastering Fireground Command-Calm the Chaos Training Course from Firefighter Inspiration Readiness and Education, LLC including the workshop and online training at a cost of \$106,000.

Budget Impact:

2230.900.8008-5314.00

2230-Special Grants

Account Number

Fund

32301.1

Fire- FEMA Grant for Fireground Command Training

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 106,364.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 106,364.00

Does item have a direct cost? Yes

Item Cost

\$ 106,000.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 364.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 38-23

Change Order Number:

Approval Date:

Original Contract Number:

Comments: The Fayetteville Fire Department will utilize \$84,081.81 of FEMA Funds and \$21,918.19 of City ACT 833 Funds for the total cost of \$106,000.



Firefighter Inspiration Readiness & Education, LLC
316 Mid Valley Center, #282
Carmel, California 93923
916-402-1546
www.Trainfirefighters.com

SCOPE OF WORK

Contractor shall provide the following services:

1. Online access for 330 personnel to the Mastering Fireground Command – Calm the Chaos 32-hour self-paced operations program for two (2) years.
 - a. 40 licenses provided as part of the train-the-trainer package.
 - b. 290 additional licenses as requested by Fayetteville Fire Department.
2. Telephone and Video Conference meetings prior to dates of instruction to tailor the training to the needs of the Fayetteville Fire Department and surrounding agencies.
3. Three (3) days of in-person instruction with 18 personnel designated by Fayetteville Fire Department to become internal trainers for the Mastering Fireground Command – Calm the Chaos program. In person instruction includes:
 - a. Three (3) Contractor instructors facilitating instruction.
 - b. One (1) day of classroom facilitation covering the tools and techniques to effectively deliver curriculum to Fayetteville Fire Department and allied agencies.
 - c. Two (2) days of practical curriculum application at a training facility provided by Fayetteville Fire Department performing firefighting evolutions in full turnouts, breathing apparatus, utilizing fire apparatus and firefighting tools. These drills will be facilitated in a “cold smoke” (no live fire) environment.
4. Exclusive license for Fayetteville Fire Department to all student and instructor materials for Mastering Fireground Command – Calm the Chaos. License shall include (in electronic format):
 - a. All electronic presentations
 - b. All videos and audio files included in presentations.
 - c. Instructor and student handout materials
 - d. Four-DVD series Mastering Fireground Command – Calm the Chaos.
 - e. Access to Fire Engineering® Video Library for one (1) year
 - f. Pre-constructed simulations compatible with Digital Combustion™ Fire Studio 6 simulation program.
 - g. Access to 100 online Sets and Reps designed by Sims-U-Share™ exclusively for FIRE, LLC.

The total cost for the above described scope of work is \$106,000.



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council
THRU: Brad Hardin, Fire Chief
FROM: Granville Wynn, Financial Analyst - Fire
DATE: August 3, 2023
SUBJECT: **Approval of a resolution to purchase bunker gear coats and pants for use by the Fayetteville Fire Department from Lion Manufacturing through NAFECO via the Sourcewell Cooperative Contract #032620-LIO through City of Fayetteville Sourcewell Number #34143**

RECOMMENDATION:

Approval of a resolution to purchase bunker gear coats and pants for use by the Fayetteville Fire Department from Lion Manufacturing through NAFECO via the Sourcewell Cooperative Contract #032620-LIO through City of Fayetteville Sourcewell Number #34143 .

BACKGROUND:

Our Department has identified Sourcewell Cooperative Purchasing from Lion Manufacturing as the most cost-effective manner to purchase bunker gear at this time. Bunker gear consists of the protective clothing worn by firefighters to shield them from heat and abrasive debris during fire suppression and emergency response activities.

DISCUSSION:

Purchasing through the cooperative agreement will enable us to obtain needed gear at a greatly reduced cost to the City.

BUDGET/STAFF IMPACT:

There are existing funds in the Fire 2023 Budget and Work Program to allow the funding for the current purchase at a cost of \$49,811.14

ATTACHMENTS: SRF & Vendor Quote_Bunker Gear Purchase



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-967

Approval of a resolution to purchase bunker gear coats and pants for use by the Fayetteville Fire Department from Lion Manufacturing through NAFECO via the Sourcewell Cooperative Contract #032620-LIO through City of Fayetteville Sourcewell Number #34143

A RESOLUTION TO AUTHORIZE THE PURCHASE OF BUNKER GEAR COATS AND PANTS FROM LION MANUFACTURING THROUGH NAFECO, INC., PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, IN THE AMOUNT OF \$49,811.14 PLUS APPLICABLE TAXES AND FREIGHT CHARGES

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 bunker gear coats and pants from Lion Manufacturing through NAFECO, Inc., pursuant to a Sourcewell Cooperative Purchasing Agreement, in the amount of \$49,118.14 plus any applicable taxes and freight charges.

City of Fayetteville Staff Review Form

2023-967

Item ID

9/5/2023

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

Brad Hardin

8/3/2023

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution to purchase bunker gear coats and pants for use by the Fayetteville Fire Department from Lion Manufacturing through NAFECO via the Sourcewell Cooperative Contract #032620-LIO through City of Fayetteville Sourcewell Number #34143.

Budget Impact:

1010.300.3020-5302.01

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 284,909.00

Expenses (Actual+Encum)

\$ 192,097.26

Available Budget

\$ 92,811.74

Does item have a direct cost? Yes

Item Cost

\$ 49,811.14

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 43,000.60

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council

THRU:

FROM: Mike Reynolds, Police Chief

DATE: August 11, 2023

SUBJECT: **Approval of a resolution to authorize purchase of a DC (Direct Current) Revert System for the Fayetteville Simulcast sites from Motorola Solutions**

RECOMMENDATION:

Staff recommends approval of a resolution to purchase a Direct Current (DC) Revert System and decommission the Uninterrupted Power Supply (UPS) equipment for the three Fayetteville radio tower sites (Mt. Sequoyah, Fulbright and Dinsmore) from Motorola Solutions using the NASPO Value Point Contract number 00318 in the amount of \$108,915.00 plus tax.

BACKGROUND:

The Uninterrupted Power Supply equipment located at the three tower site locations was purchased in 2010 as part of the Citywide Radio System project. This equipment is no longer supported by the vendor and parts and battery replacement for this equipment has become a challenge.

DISCUSSION:

The Direct Current (DC) Revert System is part of the critical infrastructure needed at the tower site locations. The DC Revert System consists of an electrical apparatus that differs from traditional auxiliary or emergency power systems. It provides instantaneous, or near-instantaneous protection from a loss of primary power, whereas traditional methods incur a delay before the backup power is transferred over and subsequently supplied to the attached equipment. For instance, this system allows our radio equipment to run without interruption when there is a power outage. The system will carry the power load until the generator starts working. It is important to prevent these interruptions, which could cause considerable downtime for public safety radio users.

BUDGET/STAFF IMPACT:

Capital Improvement funds have been budgeted for this purchase and this is a scheduled replacement.

ATTACHMENTS: CivicClerk Packet 2023.1010, RES - AUTHORIZE PURCHASE OF DC REVERT SYSTEM



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1010

Approval of a resolution to authorize purchase of a DC (Direct Current) Revert System for the Fayetteville Simulcast sites from Motorola Solutions

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A DC (DIRECT CURRENT) REVERT SYSTEM FOR THE FAYETTEVILLE RADIO TOWER SITES FROM MOTOROLA SOLUTIONS IN THE AMOUNT OF \$108,915.00 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, PURSUANT TO A NASPO VALUE POINT COOPERATIVE PURCHASING AGREEMENT

WHEREAS, the City acquired three tower site locations in 2010 as part of the Citywide Radio System project; and

WHEREAS, this equipment is no longer supported by the vendor and parts and battery replacement for this equipment has become a challenge.

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 a Direct Current (DC) Revert System for the three Fayetteville radio tower sites (Mt. Sequoyah, Fulbright and Dinsmore) from Motorola Solutions, pursuant to a NASPO Value Point cooperative purchasing agreement, in the amount of \$108,915.00 plus any applicable taxes and freight charges.

City of Fayetteville Staff Review Form

2023-1010

Item ID

9/5/2023

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

Chief Mike Reynolds

8/10/2023

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution to purchase a Direct Current (DC) Revert System and decommission the Uninterrupted Power Supply (UPS) equipment for the three Fayetteville radio tower sites (Mt. Sequoyah, Fulbright and Dinsmore) from Motorola Solutions using the NASPO Value Point Contract number 00318 in the amount of \$108,915.00 plus tax.

Budget Impact:

4470.200.8200-5801.00

Sales Tax Capital Improvement

Account Number

Fund

23001.01

Central Dispatch UPS Replacement

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$

120,000.00

Expenses (Actual+Encum)

Available Budget

\$

120,000.00

Does item have a direct cost? Yes

Item Cost

\$

119,534.21

Is a Budget Adjustment attached? No

Budget Adjustment

Remaining Budget

\$

465.79

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Quote Submitted by:
Dusty Calhoun
(501) 680-0120
dusty.calhoun@motorolasolutions.com

Quote Description:
RF Site Power Plant Upgrade

End User: City of Fayetteville
Kathy Stocker

Quote is Valid for 30 Days from date listed above.

LINE ITEM	QTY	DESCRIPTION	PRICE EXTENDED
1	1	Solution to Convert Fayetteville Simulcast System from Legacy UPS to New DC Backup Power System Fayetteville Prime Site - Convert Prime Site from AC Primary to DC Primary Power System - Install and commission two (2) new 48 volt DC Power Plants, Rectifiers, Inverters, Distribution, Breaker Panels, Cabling, and Mounting Hardware - Update FNE hardware installation to conform to current AWIN site architecture, cabling, and surge suppression Sequoyah Subsite - Convert Subsite from AC Primary to DC Revert Power System & Install Rack Mount UPSs for Quantar Backup Repeaters - Decommission one (1) legacy (end-of-support) Liebert Nfinity site UPS, and convert site to A/C only power - Provide, install, and commission two (2) new rack mount UPSs and power distribution - Convert two (2) existing ESS site repeater chassis from AC Only to Dual AC/DC Feed - Install and commission two (2) new 48 volt DC Power Plants, Distribution, Breaker Panels, Cabling, and Mounting Hardware - Update FNE hardware installation to conform to current AWIN site architecture, cabling, and surge suppression Dinsmore Subsite - Convert Subsite from AC Primary to DC Revert Power System - Decommission one (1) legacy (end-of-support) Liebert Nfinity site UPS, and convert site to A/C only power - Convert two (2) existing ESS site repeater chassis from AC Only to Dual AC/DC Feed - Install and commission two (2) new 48 volt DC Power Plants, Distribution, Breaker Panels, Cabling, and Mounting Hardware - Update FNE hardware installation to conform to current AWIN site architecture, cabling, and surge suppression Fulbright Subsite - Convert Subsite from AC Primary to DC Revert Power System - Decommission one (1) legacy (end-of-support) Liebert Nfinity site UPS, and convert site to A/C only power - Convert two (2) existing ESS site repeater chassis from AC Only to Dual AC/DC Feed - Install and commission two (2) new 48 volt DC Power Plants, Distribution, Breaker Panels, Cabling, and Mounting Hardware - Update FNE hardware installation to conform to current AWIN site architecture, cabling, and surge suppression This quote includes all necessary hardware and labor. *NASPO Value Point contract number 00318	\$ 108,915.00
			SUBTOTAL \$ 108,915.00 ESTIMATED TAX \$ 10,619.21 TOTAL \$ 119,534.21

Quote Accepted By:

Date:

RESOLUTION NO. _____

A RESOLUTION TO AUTHORIZE THE PURCHASE OF A DC (DIRECT CURRENT) REVERT SYSTEM FOR THE FAYETTEVILLE RADIO TOWER SITES FROM MOTOROLA SOLUTIONS IN THE AMOUNT OF \$108,915.00 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, PURSUANT TO A NASPO VALUE POINT COOPERATIVE PURCHASING AGREEMENT

WHEREAS, the City acquired three tower site locations in 2010 as part of the Citywide Radio System project; and

WHEREAS, this equipment is no longer supported by the vendor and parts and battery replacement for this equipment has become a challenge.

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 a Direct Current (DC) Revert System for the three Fayetteville radio tower sites (Mt. Sequoyah, Fulbright and Dinsmore) from Motorola Solutions, pursuant to a NASPO Value Point cooperative purchasing agreement, in the amount of \$108,915.00 plus any applicable taxes and freight charges.

PASSED and **APPROVED** this 5th day of September, 2023.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council
THRU:
FROM: Mike Reynolds, Police Chief
DATE: August 10, 2023
SUBJECT: Grant Award for Funding of 4th Judicial District Drug Task Force

RECOMMENDATION:

Staff recommends acceptance of an award for budgeted grant funding of the 4th Judicial District Drug Task Force (4th JDDTF) through the Arkansas Department of Finance and Administration's (ADF&A) Justice Assistance and State Drug Crime Enforcement and Prosecution Grant Programs in the amount of \$272,301. The award amount represents \$91,319 in federal funding, \$134,916 in state funding, and \$46,066 in required local in-kind matching funds.

BACKGROUND:

The Arkansas Department of Finance and Administration (ADF&A) has provided federal and state funding to the City of Fayetteville for multi-jurisdictional drug task force activities since 1991. Grant funding is provided by the Edward Byrne Memorial Justice Assistance Grant Program and the State Drug Crime Enforcement and Prosecution Fund. Use of these funds are dictated by the 2020-2025 Statewide Strategic Plan adopted by the Arkansas Alcohol and Drug Abuse Coordinating Council. The City of Fayetteville, as the fiduciary of the 4th JDDTF, is a subgrantee of the Arkansas Alcohol and Drug Abuse Coordinating Council, and these grant funds can only be used for law enforcement purposes.

Participating law enforcement agencies include Fayetteville, Springdale, Prairie Grove, Farmington, Lincoln, Greenland, West Fork, Goshen, Elkins, Tontitown, Elm Springs, and Huntsville Police Departments, and the Washington County Sheriff's Office. The DTF Control Group consists of top law enforcement officials from Fayetteville, Springdale, Prairie Grove, and Washington County. Fayetteville continues to provide fiduciary oversight of this funding and provides a DTF Supervisor, three (3) DTF Officers, and a DTF Secretary.

Springdale provides four (4) DTF Officers and Washington County provides a DTF Officer. Also, Prairie Grove provides a DTF Officer, which represents all of the rural member agencies.

DISCUSSION:

ADF&A's Office of Intergovernmental Services has awarded grant funding through the Justice Assistance and State Drug Crime Enforcement and Prosecution Grant. The grant award will partially reimburse personnel expenses of the task force officers. The grant award budget will be distributed as follows: Fayetteville - \$60,162 federal and \$88,885 state with local match of \$30,348; Springdale - \$12,574 federal and \$18,576 state with local match of \$6,343; Washington County - \$9,209 federal and \$13,606 state with local match of \$4,646; and Prairie Grove - \$9,374 federal and \$13,849 state with local match of \$4,729.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

BUDGET/STAFF IMPACT:

No increase in budgeted funds will be required. The current DTF budget will be sufficient for the balance of 2023. This grant funding will have no impact on current staffing levels.

ATTACHMENTS: SRF - 2023 DTF Grant Award, SRM - 2023 DTF Grant Award, 2023 DTF Grant Award Documents

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1007

Grant Award for Funding of 4th Judicial District Drug Task Force

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A 2023 JUSTICE ASSISTANCE AND STATE DRUG CRIME ENFORCEMENT AND PROSECUTION GRANT IN THE TOTAL AMOUNT OF \$226,235.00 WITH A LOCAL MATCH IN THE AMOUNT OF \$46,066.00 WHICH WILL BE USED TO PAY A PORTION OF THE SALARIES AND BENEFITS OF 4TH JUDICIAL DISTRICT DRUG TASK OFFICERS WITH THE FAYETTEVILLE, SPRINGDALE, AND PRAIRIE GROVE POLICE DEPARTMENTS AND THE WASHINGTON COUNTY SHERIFF'S OFFICE

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 acceptance of a 2023 Justice Assistance and State Drug Crime Enforcement and Prosecution Grant in the amount of \$226,235.00 with a local match in the amount of 40,066.00, which will be used to pay a portion of the salaries and benefits of 4th Judicial District Drug Task Force Officers with the Fayetteville, Springdale, and Prairie Grove Police Departments and the Washington County Sheriff's Office, and further authorizes Mayor Jordan to execute the grant agreement and any other documents necessary to receive the funds.

City of Fayetteville Staff Review Form

2023-1007

Item ID

9/5/2023

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

Mike Reynolds

8/16/2023

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends acceptance of an award for budgeted grant funding of the 4th Judicial District Drug Task Force (4th JDDTF) through the Arkansas Department of Finance and Administration's (ADF&A) Justice Assistance and State Drug Crime Enforcement and Prosecution Grant Programs in the amount of \$272,301. The award amount represents \$91,319 in federal funding, \$134,916 in state funding, and \$46,066 in required local in-kind matching funds.

Budget Impact:

2930.200.2960-various

Drug Enforcement

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 818,547.00

Expenses (Actual+Encum)

\$ 342,238.40

Available Budget

\$ 476,308.60

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 476,308.60

Purchase Order Number:

Previous Ordinance or Resolution #

V20221130

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



CITY OF
FAYETTEVILLE
ARKANSAS

STAFF MEMO

TO: Lioneld Jordan, Mayor
FROM: Mike Reynolds, Chief of Police
DATE: August 16, 2023

A handwritten signature in black ink that reads "Mike Reynolds".

SUBJECT: Grant Award for Funding of 4th Judicial District Drug Task Force

RECOMMENDATION:

Staff recommends acceptance of an award for budgeted grant funding of the 4th Judicial District Drug Task Force (4th JDDTF) through the Arkansas Department of Finance and Administration's (ADF&A) Justice Assistance and State Drug Crime Enforcement and Prosecution Grant Programs in the amount of \$272,301. The award amount represents \$91,319 in federal funding, \$134,916 in state funding, and \$46,066 in required local in-kind matching funds.

BACKGROUND:

The Arkansas Department of Finance and Administration (ADF&A) has provided federal and state funding to the City of Fayetteville for multi-jurisdictional drug task force activities since 1991. Grant funding is provided by the Edward Byrne Memorial Justice Assistance Grant Program and the State Drug Crime Enforcement and Prosecution Fund. Use of these funds are dictated by the 2020-2025 Statewide Strategic Plan adopted by the Arkansas Alcohol and Drug Abuse Coordinating Council. The City of Fayetteville, as the fiduciary of the 4th JDDTF, is a subgrantee of the Arkansas Alcohol and Drug Abuse Coordinating Council, and these grant funds can only be used for law enforcement purposes.

Participating law enforcement agencies include Fayetteville, Springdale, Prairie Grove, Farmington, Lincoln, Greenland, West Fork, Goshen, Elkins, Tontitown, Elm Springs, and Huntsville Police Departments, and the Washington County Sheriff's Office. The DTF Control Group consists of top law enforcement officials from Fayetteville, Springdale, Prairie Grove, and Washington County. Fayetteville continues to provide fiduciary oversight of this funding and provides a DTF Supervisor, three (3) DTF Officers, and a DTF Secretary. Springdale provides four (4) DTF Officers and Washington County provides a DTF Officer. Also, Prairie Grove provides a DTF Officer, which represents all of the rural member agencies.

DISCUSSION:

ADF&A's Office of Intergovernmental Services has awarded grant funding through the Justice Assistance and State Drug Crime Enforcement and Prosecution Grant. The grant award will partially reimburse personnel expenses of the task force officers. The grant award budget will be distributed as follows: Fayetteville - \$60,162 federal and \$88,885 state with local match of \$30,348; Springdale - \$12,574 federal and \$18,576 state with local match of \$6,343; Washington County - \$9,209 federal and \$13,606 state with local match of \$4,646; and Prairie Grove - \$9,374 federal and \$13,849 state with local match of \$4,729.

BUDGET/STAFF IMPACT:

No increase in budgeted funds will be required. The current DTF budget will be sufficient for the balance of 2023. This grant funding will have no impact on current staffing levels.

Attachments:

Grant Award Packet



**ARKANSAS DEPARTMENT OF
FINANCE AND ADMINISTRATION**

OFFICE OF INTERGOVERNMENTAL SERVICES

1515 West Seventh Street, Suite 404

P.O. Box 8031

Little Rock, Arkansas 72203-8031

Phone: (501) 682-1074

Fax: (501) 682-5206

<https://www.dfa.arkansas.gov/intergovernmental-services>

☒

JAG

☐

RSAT

☒

DCF

☐

LLEBG

CATALOG OF DOMESTIC FEDERAL ASSISTANCE **CFDA Number**
16.738 – **Edward Bryne Memorial Justice Assistance**
Grant

Arkansas State Drug Crime Enforcement and
Prosecution Grant Fund (DCF)

1. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

Lioneld Jordan, Mayor
4th JD /City of Fayetteville Drug Task Force (DTF)
113 West Mountain Street
Fayetteville, AR 72704

2. FEDERAL IDENTIFICATION NUMBER/UEI:
716018462/FKCQRMDULFH9

3. MODIFICATION EFFECTIVE DATE:

4. MODIFICATION AMOUNT \$
FEDERAL AMOUNT: \$
STATE AMOUNT: \$
LOCAL MATCH: \$

6. SUBGRANT NUMBER: J24-004-22/23
STATE (HUA/SEP)
15PBJA-22-GG-00664-JAGX

7. START DATE: July 1, 2023
END DATE: June 30, 2024

8. AWARD DATE: July 1, 2023

9. ACTION: ☒ Initial
☐ Modification

10. AWARD AMOUNT: **\$272,301**
FEDERAL AMOUNT: **\$ 91,319**
STATE AMOUNT: **\$134,916**
LOCAL MATCH: **\$ 46,066**
No Indirect Rate Cost

5. PROJECT DESCRIPTION

Identify arrest and prosecute individuals who are manufacturing, selling, or transporting drugs in or through the program's jurisdictional area of operations. This subaward is not an R&D

Read Subrecipient Agreements on page 103 of the guide to see the specific requirements for the subaward document.

[DOJ Grants Financial Guide \(ojp.gov\)](#)

11. SPECIAL CONDITIONS (Check if applicable)

☒

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS SET FORTH IN IT'S APPLICATION AND ALL CERTIFICATIONS, ASSURANCES AND SPECIAL CONDITIONS PREVIOUSLY AGREED TO.

This project is supported under Act 1086 of 2007: The State Drug Crime Enforcement and Prosecution Grant Fund

AGENCY APPROVAL

SUBGRANTEE APPROVAL

12. TYPED NAME AND TITLE OF APPROVING IGS OFFICIAL

Doris Smith, DFA Administrator
Intergovernmental Services

15. TYPED NAME AND TITLE OF AUTHORIZED SUBGRANTEE OFFICIAL

Lioneld Jordan, Mayor
4th JD/City of Fayetteville Drug Task Force (DTF)

13. SIGNATURE OF APPROVING OFFICIAL

14. DATE:

16. SIGNATURE OF AUTHORIZED OFFICIAL

17. DATE:

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

*** If Revision, select appropriate letter(s):**

*** Other (Specify):**

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:** City of Fayetteville, Arkansas

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

71-6018462

*** c. Organizational DUNS:**

0716076880000

d. Address:

* Street1: 1800 N. Stephen Carr Memorial Blvd

Street2:

* City: Fayetteville

County/Parish:

* State: AR: Arkansas

Province:

* Country: USA: UNITED STATES

* Zip / Postal Code: 72704-5569

e. Organizational Unit:

Department Name:

Police Department

Division Name:

4th Judicial District DTF

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: * First Name: Willie

Middle Name:

* Last Name: Newman

Suffix:

Title:

Organizational Affiliation:

* Telephone Number: 479-587-3581

Fax Number:

* Email: wnewman@fayetteville-ar.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

US Department of Justice, Office of Justice Program, Bureau

11. Catalog of Federal Domestic Assistance Number:

16.738

CFDA Title:

Edward Byrne Memorial Justice Assistance Grant (JAG)

* 12. Funding Opportunity Number:

Solicitation FY2023

* Title:

Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY2023

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Law Enforcement/Drug Task Force (Arkansas)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

3rd

* b. Program/Project

3rd

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

07/01/2023

* b. End Date:

06/30/2024

18. Estimated Funding (\$):

* a. Federal	91,319.00
* b. Applicant	0.00
* c. State	134,916.00
* d. Local	46,066.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	272,301.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☒ a. This application was made available to the State under the Executive Order 12372 Process for review on

08/18/2023

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☐ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Lionel

Middle Name:

* Last Name:

Jordan

Suffix:

* Title:

Mayor

* Telephone Number:

479-575-8331

Fax Number:

* Email:

mayor@fayetteville-ar.gov

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE Mayor
APPLICANT ORGANIZATION City of Fayetteville, Arkansas	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Lioneld Jordan, Mayor

Name and Title of Authorized Representative

Signature

Date

City of Fayetteville, Arkansas

Name of Organization

113 West Mountain Street, Fayetteville, AR 72701

Address of Organization



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510—

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application 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;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620—

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about—

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted—

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ☐ if the State has elected to complete OJP Form 4061/7.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620—

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

City of Fayetteville, Arkansas
100 W. Rock Street
Fayetteville, AR 72701

2. Application Number and/or Project Name

4th Judicial District Drug Task Force

3. Grantee IRS/Vendor Number

71-6018462

4. Typed Name and Title of Authorized Representative

Lioneld Jordan, Mayor

5. Signature

6. Date

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: City of Fayetteville, Arkansas	
Address: 100 West Rock Street, Fayetteville, AR 72701	
Is agency a; ☐ Direct or ☒ Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? ☒ Yes ☐ No
DUNS Number: 0756577420000	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Willie Newman	
Telephone Number: 479-587-3581	E-Mail Address: wnewman@fayetteville-ar.gov

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| ☐ Less than fifty employees. | ☐ Indian Tribe | ☐ Medical Institution. |
| ☐ Nonprofit Organization | ☐ Educational Institution | ☐ Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Lioneld Jordan, _____ [responsible official], certify that City of Fayetteville, Arkansas [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office: City of Fayetteville, Arkansas Human Resources Division

[organization],
113 West Mountain Street, Fayetteville, AR 72701

[address].

Lioneld Jordan, Mayor

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date Page 445 of 862

Section D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

[illegible]

If additional space is necessary, please duplicate this page.

BJA FY 22 Edward Byrne Memorial Justice Assistance Program: Federal Award 15PBJA-22-GG-00664-JAGX

Special Conditions

1

Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

2

Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to

respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

3

Required training for Grant Award Administrator and Financial Manager (N/A)

The Grant Award Administrator and all Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

In the event that either the Grant Award Administrator or a Financial Manager for this award changes during the period of performance, the new Grant Award Administrator or Financial Manager must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after the date the Entity Administrator enters updated Grant Award Administrator or Financial Manager information in JustGrants. Successful completion of such a training on or after January 1, 2019, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

4

Safe policing and law enforcement subrecipients

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds

except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

5

Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVV, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

6

Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

7

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

8

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

9

Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

10

Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OWW, as appropriate) for guidance.

11

Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

12

Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13

Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

14

Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

15

Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ **(N/A)**

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

16

Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

17

Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

18

Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations

statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

19

Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

20

Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention

requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).

Questions about E-Verify should be directed to DHS. For more information about E-Verify

visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

21

Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal

confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

22

Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

23

OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

24

All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

25

Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

26

Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an

applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

27

Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.

28

Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

29

Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope Grant Award Modification (GAM) to eliminate any inappropriate duplication of funding.

30

Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.

31

FFATA reporting: Subawards and executive compensation (N/A)

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$30,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$30,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

32

Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

33

Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

34**Use of program income (N/A)**

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

35**Justice Information Sharing**

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

36**Avoidance of duplication of networks**

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

37**Compliance with 28 C.F.R. Part 23**

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28

C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.

38

Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

39

Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

40

Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

41**Justification of consultant rate**

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.

42**"Methods of Administration" - monitoring compliance with civil rights laws and nondiscrimination provisions**

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with applicable federal civil rights laws and nondiscrimination provisions. Within 90 days of the date of award acceptance, the recipient must submit to OJP's Office for Civil Rights (at CivilRightsMOA@usdoj.gov) written Methods of Administration ("MOA") for subrecipient monitoring with respect to civil rights requirements. In addition, upon request by OJP (or by another authorized federal agency), the recipient must make associated documentation available for review.

The details of the recipient's obligations related to Methods of Administration are posted on the OJP web site at <https://ojp.gov/funding/Explore/StateMethodsAdmin-FY2017update.htm> (Award condition: "Methods of Administration" - Requirements applicable to States (FY 2017 Update)), and are incorporated by reference here.

43

The recipient understands that, in accepting this award, the Authorized Representative declares and certifies, among other things, that he or she possesses the requisite legal authority to accept the award on behalf of the recipient entity and, in so doing, accepts (or adopts) all material requirements that relate to conduct throughout the period of performance under this award. The recipient further understands, and agrees, that it will not assign anyone to the role of Authorized Representative during the period of performance under the award without first ensuring that the individual has the requisite legal authority.

44**Compliance with National Environmental Policy Act and related statutes**

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying

with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

45**Establishment of trust fund (N/A)**

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.

46**Required data on law enforcement agency training**

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

47 (N/A)

All State and Local JAG recipients must submit quarterly Federal Financial Reports (SF-425). Additionally, State JAG and Local JAG Category Two (\$25K or more) must submit semi-annual performance reports through JustGrants and Local JAG Category One (Less than \$25K) must submit annual performance reports through JustGrants. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

48**Expenditures prohibited without waiver**

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

49**Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2020**

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2020), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via an Award Condition Modification (ACM)). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through an Award Condition Modification (ACM), the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

50

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

51

Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

52

Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

53

Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

54

Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

55

Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this OJP award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> (Award condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

56

BJA- JAG - Withholding of Funds for Chief Executive Certification

Withholding of funds: Required certification from the chief executive of the applicant government

The recipient may not expend or draw down any award funds until the recipient submits the required "Certifications and Assurances by the Chief Executive of the Applicant

Government," properly-executed (as determined by OJP), and an Award Condition Modification has been issued to remove this condition.

57

BJA- JAG - SORNA Appeal Limits

The recipient acknowledges the final agency decision made by DOJ that recipient's jurisdiction did not substantially implement the Sex Offender Registration and Notification Act (Public Law 109-248, "SORNA") before the deadline, and understands that, as a result of that final agency decision, the amount of this JAG award was reduced, pursuant to 34 U.S.C. 20927. By accepting this specific award, the recipient voluntarily agrees that if it elects to file a judicial appeal of that final agency decision, which was integral in determining this particular funding amount, no such appeal may commence more than 6 months after the date of acceptance of this award.



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council
THRU:
FROM: Mike Reynolds, Police Chief
DATE: August 15, 2023
SUBJECT: **Project Safe Neighborhoods (PSN) Grant Award for the Fayetteville Police Department**

RECOMMENDATION:

Staff recommends acceptance of the non-matching Project Safe Neighborhoods (PSN) grant award and approval of a budget adjustment in the amount of \$18,114.00.

BACKGROUND:

The Fayetteville Police Department (FPD) first received PSN grant funds in the total amount of \$14,100 beginning in 2020. The department applied to renew this funding on December 2, 2022, with the Department of Finance & Administration, Office of Intergovernmental Services with a proposed budget of \$18,114.00. The budget and application were approved by staff on December 2, 2022, and on August 1, 2023, the police department was notified of this grant award. The PSN grant is designed to create and foster safer neighborhoods through a sustained reduction of violent crime and works in partnership with the U.S. Attorney's Office for the Western District of Arkansas. The program's effectiveness relies on the collaboration of local, state, and federal law enforcement agencies working together with the communities they serve.

DISCUSSION:

FPD proposes to utilize the grant award of \$18,114.00 as follows: \$5,269 for gun violence investigations overtime, \$2,108 for community events overtime, and \$1,237 for the fringe benefits associated with the overtime allocations, \$2,000 for printing costs of a PSN themed coloring book, \$3,000 for the purchase of gun locks with the PSN logo which will be used when educating the public on firearm safety, and \$3,000 for the purchase of first aid kits, which will be utilized as training aids for our community. Funding in the amount of \$1,500 will be used to supplement the cost of three community events, which include scholarships for a self-defense course, miniature golf with sworn staff, and a community hoops event. The grant period for this award is from August 1, 2023, to July 1, 2024.

BUDGET/STAFF IMPACT:

There are no matching funds associated with this grant. A budget adjustment in the amount of \$18,114.00 will be added to the 2023 operating budget. There is no impact on staffing.

ATTACHMENTS: PSN Staff Review Form & Staff Review Memo , 2023-1017 BA Police Safe Neighborhoods Grant, PSN grant award documents

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1017

Project Safe Neighborhoods (PSN) Grant Award for the Fayetteville Police Department

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A PROJECT SAFE NEIGHBORHOOD GRANT AWARD IN THE AMOUNT OF \$18,114.00 FOR THE FAYETTEVILLE POLICE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of a Project Safe Neighborhood Grant award in the amount of \$18,114.00 for the Fayetteville Police Department.

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

City of Fayetteville Staff Review Form

2023-1017

Item ID

9/5/2023

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

Mike Reynolds

8/15/2023

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends acceptance of the non-matching Project Safe Neighborhoods (PSN) grant award for the Fayetteville Police Department and approval of a budget adjustment in the amount of \$18,114.00.

Budget Impact:

1010.200.2920 - various

General

Account Number

Fund

32210.2301

Police PSN 2023 Grant

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

\$ 18,114.00

Remaining Budget

\$ 18,114.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF SEPTEMBER 9, 2023

TO: Mayor and City Council
FROM: Mike Reynolds, Chief of Police

A handwritten signature in blue ink that reads "Mike Reynolds".

DATE: August 15, 2023

SUBJECT: **Project Safe Neighborhoods (PSN) Grant Award
for the Fayetteville Police Department**

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BUDGET/STAFF IMPACT:

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Attachments:

Budget Adjustment
Project Safe Neighborhoods award documents

Budget Year	Division	Adjustment Number
2023	POLICE (200)	
	Requestor: T Tannehill	

Establish a revenue and expense budget for tracking the FY2023 Police Project Safe Neighborhoods grant award in project accounting. Grant # PW-

COUNCIL DATE:	9/5/2023
ITEM ID#:	2023-1017
Holly Black	
8/16/2023 8:30 AM	
Budget Division	Date
TYPE:	D - (City Council)
JOURNAL #:	
GLDATE:	
CHKD/POSTED:	/

[illegible]



**ARKANSAS DEPARTMENT OF
FINANCE AND ADMINISTRATION**

OFFICE OF INTERGOVERNMENTAL SERVICES

1515 West Seventh Street, Suite 404

P.O. Box 8031

Little Rock, Arkansas 72203-8031

Phone: (501) 682-1074

Fax: (501) 682-5206

<https://www.dfa.arkansas.gov/intergovernmental-services>

☐

JAG

☐

RSAT

☐

DCF

☒

PSN

CATALOG OF DOMESTIC FEDERAL ASSISTANCE

(CFDA Number) 16.609. – Project Safe Neighborhoods (PSN)

Federal Award Number: 2020-GP-BX-0016

Federal Award Date: 11/05/2020

1. SUBGRANTEE NAME AND ADDRESS (Including Zip Code)

Mr. Lioneld Jordan, Mayor
City of Fayetteville
100 West Rock Street
Fayetteville, AR 72701

6. SUBGRANT NUMBER: 247331-20WL

7. START DATE: August 1, 2023
END DATE: July 1, 2024

2. FEDERAL IDENTIFICATION NUMBER/UEI:
71-6018462/71607688

8. AWARD DATE: August 3, 2023

9. ACTION:
Initial ☒
Modification

3. MODIFICATION EFFECTIVE DATE:

4. MODIFICATION AMOUNT: \$

FEDERAL AMOUNT: \$
STATE AMOUNT: \$
LOCAL MATCH: \$

10. AWARD AMOUNT: \$18,114.00

FEDERAL AMOUNT: \$18,114.00
STATE AMOUNT: N/A
LOCAL MATCH: N/A
No Indirect Rate Cost

5. PROJECT DESCRIPTION

PSN is a nationwide initiative that brings together federal, state, local, tribal, and territorial law enforcement officials, prosecutors, community-based partners, and other stakeholders to identify the most pressing violent crime problems in a community and develop comprehensive solutions to address them. PSN is coordinated by the U.S. Attorneys' Offices in the 94 federal judicial districts throughout the 50 states and U.S. territories.

11. SPECIAL CONDITIONS (Check if applicable)

☒

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS SET FORTH IN ITS APPLICATION AND ALL CERTIFICATIONS, ASSURANCES AND SPECIAL CONDITIONS PREVIOUSLY AGREED TO.

This project is supported under FY20 (BJA-PSN) pub L No. 116-6, 113 stat. 13, 112; Pub. L No. 115-185, 132 Stat. 1485.

AGENCY APPROVAL

SUBGRANTEE APPROVAL

12. TYPED NAME AND TITLE OF APPROVING IGS OFFICIAL

Doris Smith, DFA Administrator
Intergovernmental Services

15. TYPED NAME AND TITLE OF AUTHORIZED SUBGRANTEE OFFICIAL

Lioneld Jordan, Mayor
City of Fayetteville

13. SIGNATURE OF APPROVING OFFICIAL

14. DATE:

16. SIGNATURE OF AUTHORIZED OFFICIAL

17. DATE:



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1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



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2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



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5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



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8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

31. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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32. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statements: "This project was supported by Grant No. 2020-GP-BX-0016 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
33. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.
34. Verification and updating of recipient contact information

The recipient must verify its Point of Contact(POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.
35. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
36. Required attendance at BJA-sponsored events

The recipient (and its subrecipients at any tier) must participate in BJA-sponsored training events, technical assistance events, or conferences held by BJA or its designees, upon BJA's request.
37. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with BJA and OCFO on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to BJA and OCFO all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by BJA and OCFO for providing the requested documents. Failure to cooperate with BJA's/OCFO's grant monitoring activities may result in sanctions affecting the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).
38. The award recipient agrees to participate in a data collection process measuring program outputs and outcomes. The data elements for this process will be outlined by the Office of Justice Programs.



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39. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtaining of Institutional Review Board approval, if appropriate, and subject informed consent.

40. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

41. Copyright; Data rights

The recipient acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward (at any tier); and (2) any rights of copyright to which a recipient or subrecipient (at any tier) purchases ownership with Federal support.

The recipient acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under any such award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).

It is the responsibility of the recipient (and of each subrecipient (at any tier), if applicable) to ensure that the provisions of this condition are included in any subaward (at any tier) under this award.

The recipient has the responsibility to obtain from subrecipients, contractors, and subcontractors (if any) all rights and data necessary to fulfill the recipient's obligations to the Government under this award. If a proposed subrecipient, contractor, or subcontractor refuses to accept terms affording the Government such rights, the recipient shall promptly bring such refusal to the attention of the OJP program manager for the award and not proceed with the agreement in question without further authorization from the OJP program office.

42. Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service: "This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)." The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.



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43. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.
44. The grantee agrees to secure and maintain on file signed statements by each member of the selection committee appointed by the United States Attorney or the PSN Task Force indicating that in making recommendations or decisions regarding contracts or subgrants paid for by this grant, the member had no conflict of interest. Such statements must include all of the language included in the PSN Conflict of Interest Certification, however, the grantee may use a different format or may add other related certifications of their own.
45. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.
46. The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force for the district covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives, and other ongoing, local gun prosecution and law enforcement strategies.
47. The recipient agrees to ensure that 30 percent of PSN funding is used to support gang task forces in the United States regions experiencing a significant or increased presence of criminal or transnational organizations engaging in high levels of violent crime, firearms offenses, human trafficking, and drug trafficking.
48. The recipient agrees to submit to DOJ for review and approval, any proposal or plan for Project Safe Neighborhoods media-related outreach. DOJ approval must be received prior to any obligation or expenditure of grant funds related to the development of media-related outreach projects.
49. PSN Fiscal Agent Definition

References in this award document to "recipient" and "fiscal agent" both refer equally to the entity or organization receiving this award directly.
50. The recipient understands and agrees that no more than 10 percent of the total amount of this award may be used by the recipient for costs associated with administering the award.
51. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.



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52. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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53. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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54. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

55. Withholding of funds: DHS questions

The recipient may not obligate, expend or drawdown funds until the Office of Justice Programs has received and approved the required application attachment(s) described in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)," and has issued a Grant Adjustment Notice (GAN) releasing this special condition.



ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF INTERGOVERNMENTAL SERVICES
VICTIM JUSTICE AND ASSISTANCE PROGRAM

CONTACT INFORMATION FOR AUTHORIZED OFFICIAL

IGS/VJA utilizes electronic mail as the primary form of correspondence with subgrant organizations. It is therefore imperative that accurate contact information for each authorized official be maintained. To ensure that all pertinent correspondence from IGS/VJA is received by the subgrant organization, please provide the information requested below.

Thank you for your cooperation in this matter.

SUBGRANT #: 247331-20WL

GRANT PERIOD: 8/1/2023 TO 7/1/2024

SUBGRANT ORGANIZATION: City of Fayetteville

NAME/TITLE OF AUTHORIZED OFFICIAL: Lioneld Jordan, Mayor

ROUTINE COMMUNICATION: PLEASE ADVISE US ON HOW YOU WOULD LIKE FOR US TO REACH YOU UNDER ROUTINE CIRCUMSTANCES:

MAILING ADDRESS: **CITY:** **ARKANSAS** **ZIP CODE:**

113 W. Mountain Street, Fayetteville, AR 72701

EMAIL ADDRESS:
mayor@fayetteville-ar.gov

DAYTIME TELEPHONE: 479 - 575 - 8330

FAX: 479 - 575 - 8257

TIME-SENSITIVE COMMUNICATION: AT TIMES, ISSUES ARISE THAT REQUIRE THE IMMEDIATE ATTENTION OF THE AUTHORIZED OFFICIAL. PLEASE ADVISE US ON HOW WE CAN REACH YOU DIRECTLY, IF NEEDED:

☒ **SAME AS ABOVE**

MAILING ADDRESS: **CITY:** **ARKANSAS** **ZIP CODE:**

EMAIL ADDRESS:

DAYTIME TELEPHONE: - -

FAX: - -

PLEASE ADD ANY ADDITIONAL CONTACT INFORMATION YOU WISH TO SHARE. THANK YOU.



ARKANSAS DEPARTMENT OF FINANCE AND ADMINISTRATION
OFFICE OF INTERGOVERNMENTAL SERVICES
VICTIM JUSTICE AND ASSISTANCE PROGRAM

REQUEST TO DESIGNATE AN ACTING AUTHORIZED OFFICIAL

SUBGRANT ORGANIZATION	Fayetteville Police Department				
SUBGRANT NUMBER	247331-20WL	SUBGRANT PERIOD FROM:	August 1, 2023	TO	July 1, 2024

As the highest-ranking official of the above named organization's governing body, I hereby request the Office of Intergovernmental Services, Victim Justice and Assistance Program to recognize the individual listed below as authorized to act on my behalf in matters regarding the above-referenced subgrant and project period.

I will ensure that I am kept appropriately apprised of project performance, expenditures and other areas of administrative responsibility through this individual. I understand and accept that my designation of authority will in no way release this organization from any liability.

- ☐ Board President
☐ County Judge
☒ Mayor
☐ Elected Prosecutor

AUTHORIZED OFFICIAL SIGNATURE

PROPOSED ACTING AUTHORIZED OFFICIAL			
NAME/TITLE	Tonyia Tannehill, Assistant Support Services Manager, Fayetteville Police Department		
TELEPHONE NUMBER	479-587-3579	E-MAIL	ttannehill@fayetteville-ar.gov
IF THIS INDIVIDUAL IS AN EMPLOYEE OF THE SUBGRANT ORGANIZATION, PLEASE IDENTIFY ALL SOURCE(S) FROM WHICH THIS POSITION IS PAID			
1. Name of Funding Source	General Fund - City of Fayetteville	Percent of Salary Paid	100%
2. Name of Funding Source		Percent of Salary Paid	
3. Name of Funding Source		Percent of Salary Paid	
4. Name of Funding Source		Percent of Salary Paid	
PLEASE DESCRIBE THE INTERNAL MECHANISM THAT WILL BE IMPLEMENTED TO ENSURE THAT THE AUTHORIZED OFFICIAL IS ADEQUATELY APPRISED OF PROJECT PROGRESS, AS WELL AS CRITICAL ISSUES THAT MAY ARISE			
Regular communication between the Authorized Official, Mayor Lioneld Jordan, and the Chief of Police, Mike Reynolds, ensuring the grant funds and project progress are satisfactory. Progress meetings are held quarterly addressing the performance measures and mandatory reporting are completed in accordance with the grant requirements. Grant funds are tracked in the City of Fayetteville's project accounting system, and all City of Fayetteville purchasing policies are applied to grant funds and the reimbursement process.			

Having read the above referenced subgrant and all attachments, I certify that I will perform on behalf of this organization's authorized official, I am prepared to oversee all matters related to the subgrant in accordance with all state and federal laws and regulations.


ACTING AUTHORIZED OFFICIAL SIGNATURE

DATE 8.11.2023

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

*** 3. Date Received:**

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Fayetteville

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

71-6018462

*** c. Organizational DUNS:**

0756577420000

d. Address:

*** Street1:**

113 W. Mountain Street

Street2:

*** City:**

Fayetteville

County/Parish:

*** State:**

AR: Arkansas

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

72701-6057

e. Organizational Unit:

Department Name:

Fayetteville Police Department

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

*** First Name:**

Tonyia

Middle Name:

*** Last Name:**

Tannehill

Suffix:

Title:

Assistant Support Services Manager

Organizational Affiliation:

*** Telephone Number:**

479-587-3579

Fax Number:

479-587-3570

*** Email:**

ttannehill@fayetteville-ar.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

US Department of Justice, Office of Justice Program, Bureau

11. Catalog of Federal Domestic Assistance Number:

16.609

CFDA Title:

Project Safe Neighborhoods

* 12. Funding Opportunity Number:

Solicitation FY2020 and 2021

* Title:

The Project Safe Neighborhoods FY2020 and FY2021 Grant Announcement

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Project Safe Neighborhoods (Arkansas)

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:*** a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	18,114.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	18,114.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on .
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title: * Telephone Number: Fax Number: * Email:

* Signature of Authorized Representative:

* Date Signed:

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL Lioneld Jordan	TITLE Mayor
APPLICANT ORGANIZATION City of Fayetteville	DATE SUBMITTED

Standard Form 424B (Rev. 7-97) Back



STANDARD ASSURANCES

The Applicant hereby assures and certifies compliance with all applicable Federal statutes, regulations, policies, guidelines, and requirements, including 2 C.F.R. Part 2800 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards by the Department of Justice), and Ex. Order 12372 (intergovernmental review of federal programs). The applicant also specifically assures and certifies that:

1. It has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. It will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
3. It will give the awarding agency or the Government Accountability Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.
4. It will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 C.F.R. pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 C.F.R. § 175.15(b).
5. It will assist the awarding agency (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
6. It will comply (and will require any subrecipients or contractors to comply) with any applicable nondiscrimination provisions, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Violence Against Women Act (42 U.S.C. § 13925(b)(13)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Indian Civil Rights Act (25 U.S.C. §§ 1301-1303); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07). It will also comply with Ex. Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations; Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships With Faith-Based and Other Neighborhood Organizations; and the DOJ implementing regulations at 28 C.F.R. Part 38.
7. If a governmental entity—
 - a) it will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs; and
 - b) it will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

Signature of Contracting Official

Lioneld Jordan, Mayor

Date



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department of agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Lioneld Jordan, Mayor

Name and Title of Authorized Representative

Signature

Date

City of Fayetteville

Name of Organization

113 W. Mountain Street, Fayetteville, AR 72701

Address of Organization

CERTIFICATION FORM

Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: City of Fayetteville	
Address: 113 W. Mountain, Fayetteville, AR 72701	
Is agency a; ☐ Direct or ☒ Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? ☒ Yes ☐ No	
DUNS Number: 075657742	Vendor Number (only if direct recipient)
Name and Title of Contact Person: Tonyia Tannehill, Fiscal Officer	
Telephone Number: 479-587-3579	E-Mail Address: ttannehill@fayetteville-ar.gov

Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- | | | |
|---|--|--|
| ☐ Less than fifty employees. | ☐ Indian Tribe | ☐ Medical Institution. |
| ☐ Nonprofit Organization | ☐ Educational Institution | ☐ Receiving a single award(s) less than \$25,000. |

I, _____ [responsible official], certify that _____ [recipient] is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302. I further certify that _____ [recipient] will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Lioneld Jordan _____ [responsible official], certify that City of Fayetteville, Arkansas [recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office: Human Resources Division

[organization],
113 West Mountain Street, Fayetteville, AR 72701

[address].

Lioneld Jordan, Mayor

Print or Type Name and Title

Signature

Date

Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, _____ [responsible official], certify that _____ [recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on _____ [date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

If recipient sub-grants a single award over \$500,000, in addition, please complete Section D

Print or Type Name and Title

Signature

Date

If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.

If additional space is necessary, please duplicate this page.

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. City of Fayetteville	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☒ Other (see instructions) ▶ Government/Inc	
4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 113 W Mountain St	Requester's name and address (optional)
6 City, state, and ZIP code Fayetteville, AR 72701	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	
or								
Employer identification number								
7	1	-	6	0	1	8	4	6 2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ▶

Les McLaugh

Date ▶

01/04/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



STATE OF ARKANSAS

OFFICE OF INTERGOVERNMENTAL SERVICES

Department of Finance and Administration

1515 West Seventh Street, Suite 400
Post Office Box 8031
Little Rock, Arkansas 72203-8031
Phone: (501) 682-1074
Fax: (501) 682-5206
<http://www.dfa.arkansas.gov>

AO Initials	GENERAL TERMS AND SPECIAL SUBGRANT CONDITIONS
	The applicant assures that federal funds made available under the Project Safe Neighborhoods (PSN) Program will not be used to supplant state and local funds, but will be used to increase the amount of funds that would, in the absence of federal funds, be made available for the activities of this project. The subrecipient shall ensure that federal and/or state matching funds are used to supplement existing funds for program activities and must not replace those funds that have been appropriated for the same purpose. Federal and/or state matching funds made available under this grant will be used to increase the amount of funds that would, in the absence of federal and/or state matching funds, be made available for law enforcement activities. If there is a potential presence of supplanting, the subrecipient will supply documentation demonstrating that the reduction in non-Federal resources occurred for reasons other than the receipt or expected receipt of Federal funds. For example, no maintenance and operation costs previously funded by a state, city or county government may be supported with Drug Crime Fund and/or state matching funds. Any federal and/or state matching funds budgeted to supplement existing state and/or local funds due to increased maintenance and operation costs (e.g. fuel, utilities, etc.) shall not be used until all state and/or local funds budgeted for those costs are exhausted.
	The applicant assures that fund accounting, auditing, monitoring, and evaluation procedures as may be necessary to keep such records as the Department of Justice and the Department of Finance and Administration shall be provided to assure fiscal control, proper management, and effective disbursement/reimbursement of funds received under this sub award.
	The applicant assures that it will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant, including these assurances, are met.
	The applicant assures that it will comply with the OJP Financial Guide in its administration of the grant. The OJP Financial Guide can be accessed online at https://www.justice.gov/ovw/page/file/1228061/download.
	The applicant assures that it shall maintain such data and information and submit such reports in such form, at such times, and containing such data and information as the as the Department of Justice and the Department of Finance and Administration may require.
	The applicant agrees to use the grant and matching funds only for the purposes stated in this application. Additionally, the applicant agrees that any grant and matching funds approved for personnel for this project will be based on the percent of time the personnel actually devote to the project.



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	The applicant assures that in the event a federal/state court or federal/state administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office of Justice Programs, Office of Civil Rights Compliance (OCRC) and the Arkansas Department of Finance and Administration, Office of Intergovernmental Services.
	The applicant assures that if it is required to formulate an Equal Employment Opportunity Program (EEO) in accordance with 28 CFR 42.301, et. seq., it should submit a certification to the state that it has a current EEO on file which meets the requirements therein.
	The applicant assures that it will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, OJP Hearing and Appeals Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Department of Justice Programs and Activities; Part 42, Nondiscrimination Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; and Part 63, Floodplain Management and Wetland Protection Procedures.
	The applicant assures that in addition to all other audit requirements, it will allow the Division of Legislative Audit or any other independent or internal auditors of the Department of Finance and Administration to have access to the applicant's records and financial statements; (A) as may be necessary for the Department of Finance and Administration to comply with 2 C.F.R. 200 and other rules and/or regulations governing financial accounting and auditing guidelines, principles, and procedures; and (B) as may be requested by the Department of Finance and Administration to comply with any State or local government rules and/or regulations.
	The applicant assures that it will fully participate in the compilation of statistical information as required by state agencies, i.e., providing complete finger print arrest information.
N/A	The applicant assures that both federal, state, and matching funds used for this project will be used exclusively to support defined in Justice Assistance Grant (JAG) Program activities and will not be used to support any general purpose law enforcement or other activity maintained by the applicant.



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N/A	The applicant assures that if the grant funds are used to support a Task Force, the Task Force Board of Directors or 'Control Group' will hold regularly scheduled meetings every two (2) months, and will provide DFA-IGS and the State Drug Director with copies of the agenda and minutes of each meeting.
N/A	The applicant assures that if the grant funds are used to support a Task Force, appropriate and adequate staffing would be maintained for the duration of the project period. For efficiency in project implementation, the State Drug Director's Office highly recommend that appropriate staff include a full-time Drug Task Force Commander (certified law enforcement officer) and a Fiscal Officer regardless if funds are used to pay salaries.
N/A	The applicant assures that if grant funds are used to support a Task Force, the Task Force Administrator/Director/Commander and the Board of Directors will develop and/or maintain a detailed policy and procedures manual for the guidance of task force operations. Copies of the Policy and Procedures Manual as well as updates and revisions shall be forwarded to DFA-IGS and the State Drug Director's Office. <i>(Updates and Revisions shall be submitted when occurred.)</i>
	The applicant assures that all proposals for out of state travel for conference and training will be submitted for approval prior to any expense being incurred.
N/A	If Drug Crime Funds are awarded, the sub-recipient must comply with Act 1086 of 2007: The State Drug Crime Enforcement and Prosecution Grant Fund http://www.arkleg.state.ar.us/assembly/2007/R/Acts/Act1086.pdf
	If applicable, the sub-recipient agrees to prepare and submit an <i>Inventory Report</i> for equipment purchased with federal, state, and/or local matching funds with the <i>1st Quarterly Report</i> . <i>(Updates to Inventory Reporting shall be submitted with quarterly reports.)</i>
	The sub-recipient agrees to prepare and submit a <i>Monthly Request for Reimbursement Form</i> (with copies of invoices, cancelled checks, and other documentation of expenditures by line item) by the 15th day of each month following the month for which subgrant expenditures were paid. A supporting document(s) (Excel Spreadsheet) reporting the allocation of subgrant expenditures between federal, state and/or local funds shall accompany each Request for Reimbursement. Reimbursement requests must be timely. Documentation must be appropriate, legible, and accurate. Sub-recipients are required to submit requests monthly, even if the request is zero. Failure to submit monthly reimbursement requests in a timely manner may impose additional special conditions. Please note and acknowledge the additional items below. - Grant funds will be used only in accordance with the approved budget. Expenditures incurred or made outside the approved budget line items/categories will be disallowed. - All lease agreements (i.e. vehicle, storage, office space, and/or rental) must be submitted to DFA-IGS for the file within 60 days of the award date. - Preapproval is required for out of state travel. Prior to travel, sub-recipient must submit an out-of-state travel request form to IGS for approval no later than 30 days before the travel. IGS will provide the



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	standard form to use. Expense incurred for out of state travel that is not pre-approved by IGS will be disallowed. d. Before unique purchases, review federal/state solicitations and be aware of other unallowable items or items that require special conditions for approval.
	The sub-recipient agrees to prepare and submit <i>Quarterly Reports</i> by the 10th of the month following the end of a quarter. Report due dates are October 10th, January 10th, April 10th, and July 10th. Sub-recipient must utilize the Accountability Measures Quarterly Report Tool when submitting quarterly reports. Failure to submit quarterly reports in a timely manner may result in suspension of funds.
N/A	The sub-recipient agrees to prepare and submit <i>Monthly Reports</i> by the 10th of each month to both DFA-IGS and the State Drug Director's Office. Monthly Reports are to be submitted in an excel format utilizing DFA-IGS Reporting Tool #2. Failure to submit quarterly reports in a timely manner may result in suspension of funds.
	<i>Budget Modifications/Revision Requests</i> must be submitted by the 10th of the month in order for them to be considered for expenditures made during that month. Budget revisions will not be accepted during the last month of the grant period absent extraordinary circumstances. Sub-recipient may request modification of the approved budget to reallocate funds between existing categories. Requests for the addition of new budget categories or line items may not be approved. The final budget request modification/revision must be submitted no later than October 10th. DFA-IGS will only accept four (4) budget modifications request during the awarded project period. This does not include the initial budget modification which is due within 45 days of the Award Date.
	The subrecipient agrees to submit within thirty (30) days of the end of the grant period a <i>Cumulative Financial Report and Annual Narrative Report "MARKED FINAL."</i> Reimbursement requests not submitted by ninety days past the final day of the grant period will be denied payment subject extraordinary circumstances. Absent such circumstances, the federal and/or state funds will be de-obligated from the subaward.
	The sub-recipient agrees to provide notification to IGS of all changes made to the General Project Information, i.e. scope, contact information-name, address, telephone, fax, e-mail, etc. and changes made to authorized officials and/or staffing. The sub-recipient will assure that DFA-IGS has complete and correct contact information for the Contract Official for the grant. Changes in contact information will include physical address, phone, fax and e-mail information as well as any updated Memorandum of Understanding. Replacement or changes of DTF officers/staff who are paid directly by the grant or whose salary is used in whole or in part as match to the grant must also be reported the DFA-IGS.
	The sub-recipient agrees to attend any required DFA-IGS sponsored trainings/meetings as deemed necessary as well as other local trainings/meetings.



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<http://www.dfa.arkansas.gov>

The sub-recipient understands that prior written approval is required for subgrant expenditures from federal and/or state funds budgeted in equipment and travel and training line items. The subrecipient shall submit to IGS a written request to purchase small equipment items not approved in the initial budget and submit a written request for use of funds for out-of-state travel and training. Federal and/or state funds budgeted for these purposes shall neither be obligated nor expended until approved by DFA-IGS. All approvals will be transmitted in written form to the subrecipient.

The sub-recipient understands that should it fail to comply with the Federal Award Special Conditions and State Terms and Conditions of this subaward, including civil rights requirements, whether stated in a Federal or State statute, regulation, assurance, application, or notice of award, IGS may take one or more of the following actions, as appropriate in the circumstances: (1) temporarily withhold cash payments pending correction of the deficiency by the recipient; (2) disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; (3) wholly or partly suspend or terminate the current award; (4) withhold further awards for the project or program and (5) take other remedies that may be legally available.

(Signature of Authorized Official)

Lioneld Jordan

(Print Name)

(Signature of Fiscal Officer)

Tonya Tannehill

(Print Name)

(Date)

Mayor

(Title)

8.11.2023

(Date)

Asst. Support Services Manager

(Title)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-754

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

WHEREAS, City of Fayetteville Resolution 213-20, File Number 2020-0662 was Passed by the Fayetteville City Council on 8/18/2020 declaring, “Section 1: That the City Council of the City of Fayetteville, Arkansas hereby declares racism is a public health emergency, the City of Fayetteville will recognize the severe impact of racism on the well-being of residents and city overall and allocate funding, staff, and additional resources to actively engage in racial equity in order to name, reverse, and repair harm done to African Americans in this City, including...” but not limited to sixteen (16) stated actions; and

WHEREAS, Black and underserved do not equal blight as was declared in the 1968 City of Fayetteville Community Renewal Plan, many parts of which continue in effect today. And per Action Item 8 of City of Fayetteville Resolution 213-20, this City will take action to reduce the number of... “minorit[ized] citizens displaced by redevelopment of existing neighborhoods.”; and

WHEREAS, the original landscape of the City of Fayetteville was created by enslaved Black people who felled and removed trees to create the built environment; and

WHEREAS, the last remaining historic African American community formed at emancipation was named by the system, “Tin Cup” to designate “Black” as was routine across Arkansas and the South, and ongoing plans to eliminate it were discussed in the first written City Master Plan of 1945; and

WHEREAS, by the 2040 Master Plan adopted in 2019, the name of the community was deleted from the City Maps with Special Thanks for engagement efforts given to various entities including the University of Arkansas and the Artist’s Laboratory Theater who conducted community engagement sessions under the guise of supporting Black community needs and desiring their input; and

WHEREAS, in a September 2022 meeting discussing Jefferson School properties for sale in the African American community, the City and the Fayetteville School Board discussed the neighborhood as an “Infill Laboratory” which aligns with the 2040 Master Plan; and

WHEREAS, the erasure of African Americans from their historic community at Lafayette St. and

Fletcher Ave to the northeast and along Spout Spring Branch continues at an alarming rate without an approved Racial Equity Strategic Action Plan to stop the erasure process; and

WHEREAS, members of the City of Fayetteville's Black Heritage Preservation Commission (BHPC) at the May 18, 2023, meeting expressed support of NWA Black Heritage Association's effort to stop the erasure of the last remaining historic African American community that benefits all of Fayetteville and the NWA region.

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

Section 1: That the City Council of the City of Fayetteville hereby authorizes the Mayor of the City of Fayetteville to purchase real estate to be returned to NWA Black Heritage Association for restoration, redevelopment, and advancement of the African American community into the vibrant and thriving district it is meant to be.

AGENDA REQUEST FORM

FOR: Council Meeting of June 6, 2023

**FROM: Council Member Sonia Harvey
Council Member D'Andre Jones**

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

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

APPROVED FOR AGENDA:

Approved by email
**City Council Member
Sonia Harvey**

May 22, 2023
Date

Approved by email
**City Council Member
D'Andre Jones**

May 22, 2023
Date

/s/ Blake Pennington
**Senior Assistant City Attorney
Blake Pennington**
Approved as to form

May 22, 2023
Date

From: [D'Andre Jones](#)
To: [Harvey, Sonia](#)
Cc: [Pennington, Blake](#); [Jones, D'Andre](#); [Williams, Kit](#)
Subject: Re: Resolution for Public Good for 6/6/23
Date: Monday, May 22, 2023 11:06:58 AM

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

Thanks Blake I approve as well

Sent from my iPhone

On May 22, 2023, at 10:13 AM, Harvey, Sonia <sonia.harvey@fayetteville-ar.gov> wrote:

Dear Blake,

Thank you for making the grammar corrections. I approve of the resolution with the formatting.

Thank you,

Sonia Harvey
Fayetteville City Council Member
Ward 1, Position 1
(479) 409-5064

Report a concern with SeeClickFix:

<https://www.fayetteville-ar.gov/4233/Report-a-Concern-with-SeeClickFix>

Speak up on City projects:

<https://speakup.fayetteville-ar.gov/>

Voice your feedback to the entire Council and Mayor by emailing:

agendaitemcomment@fayetteville-ar.gov

From: Pennington, Blake <bpennington@fayetteville-ar.gov>

Sent: Monday, May 22, 2023 9:04 AM

To: D'Andre Jones <dre91732000@gmail.com>

Cc: Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>

Subject: RE: Resolution for Public Good for 6/6/23

Good morning, D'Andre and Sonia. Please let us know as soon as you can if the new draft meets with your approval (or if changes are needed) so we can get the revised

version on the tentative agenda.

Thank you,

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
Direct: 479.575.8312
bpennington@fayetteville-ar.gov

From: Pennington, Blake
Sent: Friday, May 19, 2023 4:18 PM
To: D'Andre Jones <dre91732000@gmail.com>
Cc: Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>; Williams, Kit <kwilliams@fayetteville-ar.gov>
Subject: RE: Resolution for Public Good for 6/6/23

D'Andre and Sonia,

I am attaching the resolution in the format we use for resolutions. If you compare with the pdf you'll see I made some very minor revisions to the content including fixing a grammatical error in the last Whereas section and spelled out the name of the NWA Black Heritage Association in Section 1.

If you approve, please sign the agenda request form or indicate your approval by email and we will update the Civic Clerk item.

Thanks, and have a good weekend.

Blake

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
Direct: 479.575.8312
bpennington@fayetteville-ar.gov

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Friday, May 19, 2023 3:45 PM
To: Pennington, Blake <bpennington@fayetteville-ar.gov>
Cc: Harvey, Sonia <sonia.harvey@fayetteville-ar.gov>; Jones, D'Andre <dandre.jones@fayetteville-ar.gov>
Subject: Re: Resolution for Public Good for 6/6/23

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

Yes Blake and please and thanks for including me!! Sonia and I sponsoring this together!!

Sent from my iPhone

On May 19, 2023, at 3:39 PM, Pennington, Blake
<bpennington@fayetteville-ar.gov> wrote:

Sonia,

Is the attached resolution intended to replace the one that was originally discussed at the last agenda session?

Thanks,

Blake

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov

<image001.jpg>

<City of Fayetteville Resolution in the Public Good 2023-05-19
nwabh.pdf>



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: Mayor Lioneld Jordan
City Council

CC: Susan Norton, Chief of Staff
Paul Becker, Chief Financial Officer

FROM: Kit Williams, City Attorney

DATE: May 26, 2023

RE: Constitutional restrictions for tax revenue expenditures

A year ago, I needed to explain why the City could not constitutionally donate \$6,000.00 as requested by the Black Heritage Preservation Commission and Council Member D'Andre Jones for a black reunion event in celebration of Juneteenth. As I explained in that May 16, 2022 memo, the *Arkansas Constitution* prohibits certain tax revenue expenditures by cities. I will quote a small part of that memo which discussed the general constitutional principles.

"As Council Member Jones will remember from my email, *Arkansas Constitution, Article 12§5* limits how Arkansas cities can legally spend their tax revenue:

'No county, city, town, or other municipal corporation shall ... obtain or appropriate money for ... any corporation, association, institution, or individual.'

This obviously does not prevent a city from purchasing public services for its citizens at a fair, adequate and equitable rate from a corporation. Thus, it is constitutional for Fayetteville to pay an engineering firm to design a project and a construction firm to build it. However, the Arkansas Supreme Court in *Halbert v. Helena-West Helena Industrial Development Corp.* 226 Ark. 620, 625-626 (1956) held that *Article 12§5* "establishes beyond all question that a municipality cannot contribute to a private, non-profit corporation regardless of whether the corporation serves a 'public purpose.' " (emphasis added.)

This brings me to the proposed Resolution to authorize Mayor Jordan "to purchase real estate to be returned to NWA Black Heritage Association for restoration, redevelopment, and advancement of the African American community into the vibrant and thriving district it is meant to be." The mere authorization for Mayor Jordan to spend taxpayer revenue this way is not unconstitutional because nothing would have yet occurred that violates *Article 12 §5 of the Arkansas Constitution*. Only if Mayor Jordan actually used such authority and purchased property would a probably unconstitutional action have occurred.

However, I am concerned about passing any Resolution that authorizes a likely unconstitutional act even if the Mayor properly refuses to exercise the likely unconstitutional power within that Resolution. I now have a duty to advise the Mayor and City Council of the Constitutional infirmities and dangers of this proposed Resolution when it has been provided to them and made public along with the rest of the Tentative Agenda. I previously advised the sponsors, Council Members D'Andre Jones and Sonia Harvey privately of the City Attorney Office's concerns. Neither asked that their Resolution not be submitted for the consideration of the Council, so I must now inform the City Council of my concerns through this memo.

City taxpayer funds cannot be spent in a way that violates *Arkansas Constitution, Article 12 §5*. If that spending did occur, it would likely be an illegal exaction prohibited by *Arkansas Constitution, Article 16 §13 Illegal exactions*. "Any citizen of any county, city or town may institute suit, in behalf of himself and all others interested, to protect the inhabitants thereof against the enforcement of any illegal exactions whatever."

One type of illegal exaction "involves the prevention of a misapplication of public funds. . . ." *Pledger v. Featherlite Precast Corp.* 308 Ark. 124, 823 S.W.2d 852, 855 (1992). This means spending taxpayer money improperly such as in violation of the *Constitution*.

"We have given this type of exaction an expansive interpretation because taxpayers are the equitable owners of all funds collected by a government and, in most cases, are liable to replenish the funds exhausted by a misappropriation or wrongful payment. Under these conditions taxpayers are entitled to broad relief." *Id.*

In the late 1980's, the Fayetteville Board of Directors believing they were doing the right thing committed two legal errors which led to paying over Five Million Taxpayer Dollars to the attorneys representing taxpayers and ratepayers who successfully sued the City. Partly because of these errors and litigation, Fayetteville citizens petitioned and then voted to remove the Fayetteville Board of Directors from their positions by changing the form of government to Mayor/Council. Only one of the seven members of the Fayetteville Board of Directors survived this change of government and was elected to the City Council.

"We have stated that monies collected for one purpose cannot be spent for another purpose. . . . The Arkansas Constitution forbids county or municipal funds to be given to any corporation, association, institution, or individual." *City of Jacksonville v. Venhaus*, 302 Ark. 204, 788 S.W.2d 478,481 (1990).

This proposed Resolution would have the Mayor "purchase real estate to be returned to NWABH (Northwest Arkansas Black Heritage)" It is not expressly claimed nor is it likely that the private and independent NWA Black Heritage association or group actually previously owned the houses and other buildings which the Mayor would be supposed to buy, so such property could not be "returned" to this group. I believe the author of this Resolution must have meant given or conveyed to NWA Black Heritage rather than "returned".

The purpose of such purchase and conveyance of so far not identified houses or buildings is stated in the Resolution to be for the "restoration, redevelopment, and advancement of the African American community into the vibrant and thriving district it is meant to be."

If Mayor Jordan did as this Resolution requests, he would be spending hundreds of thousands of taxpayer funds to purchase houses and buildings to give to a private independent group of persons for the "restoration, redevelopment, and advancement of the African American community. . . ." This would be same legally as giving this private group those hundreds of thousands of taxpayer dollars directly which appears to me to be in direct violation of the *Constitution*.

Our sales taxes are collected to be spent for general municipal government services for all of our citizens. The City can pay wages, buy tools and equipment, pay contractors to construct City buildings and infrastructure, buy software and insurance, and buy real property as long as everything is a fair cost for providing normal municipal public purpose services for our general citizenry. This proposed Resolution directs the benefit from these hundreds of thousands of dollars of real estate to a private group to solely benefit "the African American community."

"(T)he law almost uniformly is to the effect that a '**public purpose**' **contemplates that the use must be in common to all and not to a particular group.**" *City of Fayetteville v. Phillips*, 320 Ark. 540, 899 S.W.2d 57, 59 (1995)(emphasis added.) This proposed Resolution limits its purpose to the "advancement of the African American community" which is another independent problem calling into question the legality of what this Resolution proposes. The City Attorney's Office believes this Resolution almost certainly violates the *Arkansas Constitution* and would expose the City to a probably successful illegal exaction lawsuit. Thus, we recommend it not be passed.



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

DATE:

SUBJECT: **RZN-2023-0017: Rezoning (N. TRUCKERS DR./THE LENNON, 208): Submitted by ELDRIDGE BROOKS PLLC for property located at N. TRUCKERS DR in WARD 2. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 20.23 acres. The request is to rezone the property to RMF-18, RESIDENTIAL MULTI-FAMILY, EIGHTEEN UNITS PER ACRE.**

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 Fayetteville between Hwy 112 and Deane Solomon Rd., and contains one 20.23-acre parcel originally part of the Park West RPZD, Residential Planned Zoning District. The Park West RPZD was a mixed-use development approved by City Council in 2006 with Ordinance 4820. The RPZD zoning expired in 2011 without development and the property is effectively without a zoning designation. The Park West development was originally planned on approximately 140 acres; however, much of the original RPZD has been rezoned since the original approval expired. This includes areas currently developed with Fellowship Bible Church to the north and Grand Retirement to the south. The subject proposal will rezone 20.2 acres of the remaining 59.6 acres of the remaining RPZD. A more detailed zoning history of the subject property and nearby land is included in the attached Planning Commission memo.

Request: The request is to rezone the property from RPZD, Residential Planned Zoning District to RMF-18, Residential Multi-Family, Eighteen Units per Acre.

Public Comment: Five members of the public have emailed staff expressing conditional support for the project. All stated that the proposed density could be beneficial provided impacts to sensitive natural areas and drainage are carefully considered.

Land Use Compatibility: Staff finds the request to be compatible with the surrounding context. The parcel is adjacent to residential properties of mixed densities to the west and south, with a commercial church property to the north and another parcel with the existing RPZD zoning to the east. During the staff-initiated rezoning in 2015, staff recommended CS, Community Services, which has no density cap. RMF-18 has a maximum

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

density cap of eighteen units per acre but would allow both single- and multi-family dwellings on this parcel to support adjacent commercial developments. Additionally, some commercial uses, such as limited business, professional offices, cultural and recreational facilities, and home occupations are allowed by conditional use permit in the RMF-18 zoning district.

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The infill score is 5 at the highest level, indicating the area can support additional density if it, but to the extent limited by the proposed RMF-18 zoning district. The request meets Goal 1: Appropriate Infill; Goal 2: Discourage Suburban Sprawl; Goal 3: Growing a Livable Transportation Network; and Goal 6: Create Opportunities for Attainable Housing of City Plan 2040. Access to existing infrastructure near an interstate interchange, employment opportunities, and services makes the property suitable for a variety of housing types.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates five attributes for this site that may contribute to appropriate infill. The following elements of the matrix contribute to the score, which ranges from 2-5:

- Near Sewer Main (10" Sewer Main bisecting parcel)
- Near Water Main (6" PVC, N. Gilbert St.)
- Near Grocery Store (Sam's Club)
- Near Paved Trail (Clabber Creek Trail)
- Appropriate Future Land Use

DISCUSSION:

At the July 24, 2023 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Garlock made the motion and Commissioner Madden seconded. There was some discussion regarding adjacent streets and planned connections indicated on the Master Street Plan; staff clarified that these connections would be evaluated at the time of a development proposal. No members of the public spoke during the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF, Exhibit A, Exhibit B, Planning Commission Staff Report, RZN-23-17 Hydric Soil Exhibit, RZN-23-17 Floodplain Exhibit, RZN-23-17 Topography Exhibit, Steven Brooks - Rezoning EAC

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-952

RZN-2023-0017: Rezoning (N. TRUCKERS DR./THE LENNON, 208): Submitted by ELDRIDGE BROOKS PLLC for property located at N. TRUCKERS DR in WARD 2. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 20.23 acres. The request is to rezone the property to RMF-18, RESIDENTIAL MULTI-FAMILY, EIGHTEEN UNITS PER ACRE.

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-017 LOCATED NEAR NORTH TRUCKERS DRIVE IN WARD 2 FOR APPROXIMATELY 20.23 ACRES FROM RPZD, RESIDENTIAL PLANNED ZONING DISTRICT TO RMF-18, RESIDENTIAL MULTI-FAMILY, 18 UNITS PER ACRE

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 RPZD, Residential Planned Zoning District to RMF-18, Residential Multi-Family, 18 Units Per Acre.

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

2023-952

Item ID

8/15/2023

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

Jonathan Curth

7/28/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0017: Rezoning (N. TRUCKERS DR./THE LENNON, 208): Submitted by ELDRIDGE BROOKS PLLC for property located at N. TRUCKERS DR in WARD 2. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 20.23 acres. The request is to rezone the property to RMF-18, RESIDENTIAL MULTI-FAMILY, EIGHTEEN UNITS PER ACRE.

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:

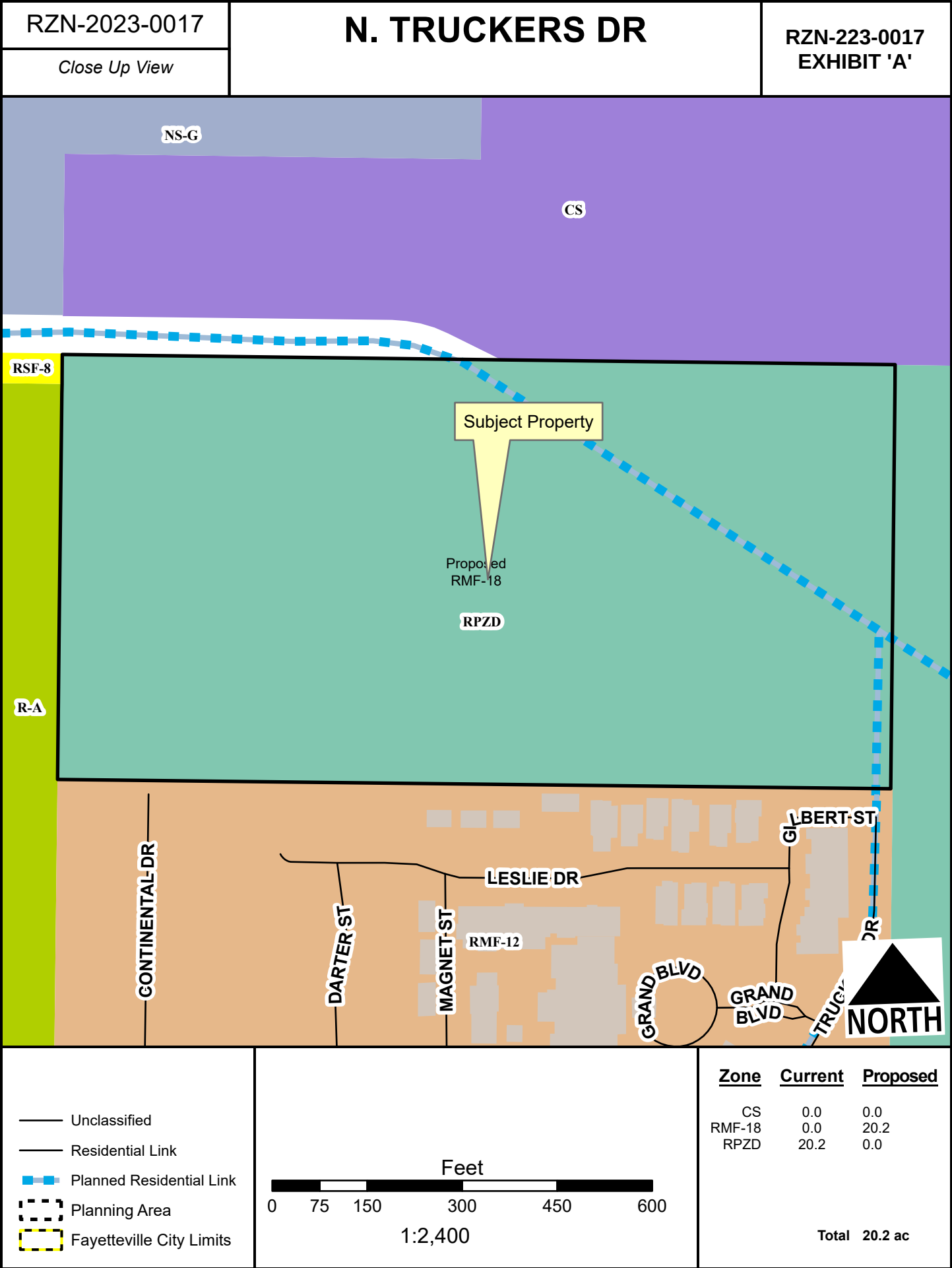
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



RZN-2023-0017
EXHIBIT 'B'

Legal Description

A PART OF THE EAST HALF (E 1/2) OF THE SOUTHWEST QUARTER (SW1/4) SECTION TWENTY-EIGHT (28), TOWNSHIP SEVENTEEN (17) NORTH, RANGE THIRTY (30) WEST OF THE FIFTH PRINCIPAL MERIDIAN, WASHINGTON COUNTY ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE 1/4 OF THE SW 1/4 OF SAID SECTION 28 BEING A FOUND "MAG" NAIL IN ASPHALT ROADWAY; THENCE ALONG THE WEST LINE OF SAID NE 1/4 OF THE SW 1/4, S02°34'52"W A DISTANCE OF 1283.11 FEET TO THE **POINT OF BEGINNING** SAID POINT BEING A FOUND IRON PIN WITH CAP "PLS 1439"; THENCE LEAVING SAID WEST LINE, S87°19'58"E A DISTANCE OF 1315.10 FEET TO A FOUND IRON PIN WITH CAP "PLS 1156"; THENCE S02°32'22"W A DISTANCE OF 668.88 FEET TO A FOUND IRON PIN; THENCE N87°26'22"W A DISTANCE OF 1315.59 FEET TO THE WEST LINE OF SAID E 1/2 OF THE SW 1/4 AND A FOUND IRON PIN WITH CAP "PLS 1439"; THENCE ALONG SAID WEST LINE, N02°34'52"E A DISTANCE OF 671.33 FEET TO THE **POINT OF BEGINNING**.

SAID TRACT OR PARCEL OF LAND CONTAINING 20.23 ACRES (881,425 SQUARE FEET), MORE OR LESS.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: July 24, 2023 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2023-0017: Rezoning (N. TRUCKERS DR./THE LENNON, 208):**
Submitted by ELDRIDGE BROOKS PLLC for property located at N. TRUCKERS DR. The property is zoned RPZD, RESIDENTIAL PLANNED ZONING DISTRICT and contains approximately 20.23 acres. The request is to rezone the property to RMF-18, RESIDENTIAL MULTI-FAMILY, EIGHTEEN UNITS PER ACRE.

RECOMMENDATION:

Staff recommends forwarding **RZN-2023-0017** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0017** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located in north Fayetteville between Hwy 112 and Deane Solomon Rd., and contains one 20.23-acre parcel originally part of the Park West RPZD, Residential Planned Zoning District. The Park West PZD was a mixed-use development approved by City Council in 2006 by ordinance number 4820. The RPZD zoning expired in 2011 without development and the property is effectively without a zoning designation at this time.

The Park West development was originally planned on approximately 140 acres; however, most of the original PZD has been rezoned since the original approval expired:

1. 25.0 acres was rezoned to CS, Community Services on January 7, 2014.
2. 20.5 acres was rezoned to RMF-12, Residential Multi-Family, twelve Units per Acre on December 16, 2014.
3. 33.38 acres was rezoned to RSF-8 Residential, Single Family, eight units per Acre on February 17, 2015 (staff initiated).
 - o This area has since been rezoned again on April 19, 2022 to a mix of 1) NS-G, Neighborhood Services General, 2) CS, Community Services, and 3) UT, Urban Thoroughfare.
4. 59.6 Acres retains the original expired RPZD designation, including the parcel being requested in this report. These parcels were originally included in the staff-initiated rezoning listed above. Staff and Planning Commission recommended the properties be rezoned to CS, Community Service; however, the parcels were pulled from the ordinance for further review by the Environmental Action Committee (see attached email). The committee provided several recommendations; however, it is unclear

what happened to the rezoning efforts after the Environmental Action Committee made these recommendations.

The subject proposal will rezone 20.2 acres of the remaining 59.6 acres of remaining RPZD zoning district. The surrounding zoning and land uses are depicted below in Table 1.

**Table 1:
Surrounding Land Uses and Zoning**

Direction	Land Use	Zoning
North	Religious Facility	CS, Community Services
South	Retirement Community	RMF-12, Residential Multi-Family, 12 Units per Acre
East	Undeveloped	RPZD, Residential Planned Zoning District (Expired)
West	Single-Family Residential	RA, Residential Agriculture

Request: The request is to rezone the property from RPZD, Residential Planned Zoning District to RMF-18, Residential Multi-Family, Eighteen Units per Acre.

Public Comment: Four members of the public have emailed staff expressing conditional support for the project. All stated that the proposed density could be beneficial provided impacts to sensitive natural areas and drainage are carefully considered.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has frontage along North Truckers Drive, a fully improved residential link street 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 area. Existing 8-inch water main is present on the South side of Subject Property.

Sewer: Sanitary Sewer is available to the Subject area. Existing 12-inch sewer main is present in the Southwest corner of the subject property. Existing 10-inch sewer main is present across the subject property.

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 8, located at 2266 W. Deane St., protects this site. The property is located approximately 2.5 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 expressed no concerns with this request.

Drainage: No portion of the property is within a FEMA floodplain or have hydric soils. The property is also not located within the Hillside-Hilltop Overlay District. A protected stream cuts through the western third of the property. Streamside Protection Zones

generally consists of a protected area on each side of a stream or creek. This “protected area” is meant to preserve woody vegetation and natural areas along stream corridors to improve/protect stream health. At a minimum, it will be 50ft wide as measured from the top of bank but depending on the shape and extents of the floodway, it could be substantially more. Certain construction activities such as trails and some utilities are allowed in these zones, but in general, improvements such as parking lots or buildings are prohibited.

Tree Preservation:

The proposed zoning district of RMF-18, Residential Multi-Family, Eighteen Units per Acre requires **20% minimum canopy preservation**. The current zoning district of RPZD, Residential Planned Zoning District 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 **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 on 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 ranged score of 2-5 for this site, with a weighted score of 6 at the highest. The following elements of the matrix contribute to the score:

- Near Sewer Main (10” Sewer Main bisecting parcel)
- Near Water Main (6” PVC, N. Gilbert St.)
- Near Grocery Store (Sam’s Club)
- Near Paved Trail (Clabber Creek Trail)
- Appropriate Future Land Use

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 to be compatible with the surrounding context. The parcel is adjacent to residential properties of mixed densities to the west and south, with a commercial church property to the north and another parcel with the existing RPZD zoning to the east. During the staff-initiated rezoning in 2015, staff recommended CS, Community Services which has no density cap. RMF-18 has a maximum density cap of eighteen units per acre but would allow both single- and multi-family dwellings on this parcel to support adjacent commercial developments. Additionally, some commercial uses, such as limited

business, professional offices, cultural and recreational facilities, and home occupations are allowed by conditional use permit in RMF-18 zoning district.

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The property has a weighted infill score of 6. A moderate infill score indicates that the area can likely support additional density if it is feasible under the proposed zoning entitlements. The request meets Goals 1 and 6 of City Plan 2040, by providing appropriate infill development, as well as by providing a potential for a variety of housing types, which could help fulfill a goal towards the provision of more 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 a rezoning to RMF-18 is justified. Currently, the property is zoned RPZD Park West, but all development rights have expired. This creates challenges for both the current property owner and any future buyers as nothing may be developed on the property without a rezoning. Several parts of the RPZD have been rezoned, with this parcel being one of two remaining.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The property is currently undeveloped and there are no development rights since the PZD approval has expired. Any rezoning action will increase congestion in the area. However, new development will also create the requirement for new streets and street improvements consistent with the master street plan that will help facilitate traffic flows. Adequate street connections to Deane Solomon, Hwy 112, and Truckers Drive, as well as internal connectivity between developments should minimize traffic danger and congestion.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property to RMF-18 is likely to increase population density and therefore the load on public services; however, the impact is not expected to be detrimental. Adequate water and sewer connections are available to the site, suggesting the area can support the increase and avoid costly extensions to services. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;

- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommend forwarding RZN-2023-0017 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>July 24, 2023</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: GARLOCK					
Second: MADDEN					
Vote: 8-0-0					

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - §161.15 District RMF-18, Residential Multi-Family – Eighteen (18) Units Per Acre
- Zoning Background
 - ORD-4820 Park West RPZD excerpts
 - Original Planning Areas and Current Zoning Exhibit
 - City Council Minutes
 - Environmental Action Committee Recommendations
 - Email from Legal
- Applicant Request Letter
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

161.15 District RMF-18, Residential Multi-Family — Eighteen (18) Units Per Acre

(A) *Purpose.* The RMF-18 Multi-family Residential District is designed to permit and encourage the development of multi-family residences at a medium density that is appropriate to the area.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 26	Multi-family dwellings
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 11	Manufactured home park
Unit 12a	Limited business
Unit 24	Home occupations
Unit 25	Professional offices
Unit 36	Wireless communications facilities

(C) *Density.*

Units per acre	Eighteen (18) or less
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(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	40 feet
Two (2) family	40 feet
Three (3) and more	75 feet
Professional offices	100 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouse: Individual lot	2,500 square feet
Single-family	4,000 square feet
Two (2) family	5,000 square feet

Three (3) or more	7,500 square feet
Fraternity or Sorority	2 acres
Professional offices	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured Home	3,000 square feet
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(E) *Setback Requirements.*

Front	Side Other Uses	Side Single & Two (2) Family	Rear Other Uses	Rear Single Family
A build-to zone that is located between the front property line and a line 25 feet from the front property line.	8 feet	5 feet	20 feet	5 feet

(F) *Building Height Regulations.*

Building height maximum	2 stories/3 stories*
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* A building or a portion of a building that is located between 0 and 10 feet from the front property line or any master street plan right-of-way line shall have a maximum height of two (2) stories. 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.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* The area occupied by all buildings shall not exceed 50% of the total lot area. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 4325, 7-3-01; Ord. No. 5028, 6-19-07; Ord. No. 5224, 3-3-09; Ord. No. 5262, 8-4-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 8, 9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

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."

Planning Area 1 (PA-1) – Single Family Residential

AREA: 26.05 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 24	Home occupations

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
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(C) *Density.*

	Single-family, Two- and Three-family dwellings
Units per acre	4 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single family	30 ft.
Two-family	30 ft. (per unit)
Three-family	30 ft. (per unit)

(2) *Lot area minimum.*

Townhouse:	
Individual lot	2,500 sq. ft.
Single-family	4,000 sq. ft.
Two-family	2,400 sq. ft. (per unit)
Three-family	2,400 sq. ft. (per unit)

(3) *Land area per dwelling unit.*

Townhouses & apartments	
No bedroom	1,700 sq. ft.
One bedroom	1,700 sq. ft.
Two or more bedrooms	2,000 sq. ft.

(E) *Setback requirements.*

	Front	Side	Rear
Single-family	14' *	6'	Minimum 10' **
Two- and Three-family	14' *	0'	Minimum 10' **

* A build-to line.

** The rear building setbacks may range from 10' to 20' depending on the location of utilities. All structures shall be setback 20' from the centerline of any alley or easement.

(F) *Height.* No structure shall exceed three stories, exclusive of the basement.

(G) *Building area.*

Detached dwelling Units: On any lot the area occupied by all buildings shall not exceed 60% of the total area of such lot.

Attached dwelling Units: On any lot the area occupied by all buildings shall not exceed 80% of the total area of such lot.

(H) *Maximum Dwelling Units:* 91

(I) *Architectural Design Standards:*
Reference the Project Booklet

**Planning Area 2 (PA-2) – Town
Homes/Single Family Attached**

AREA: 12.15 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 24	Home occupations
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
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(C) *Density.*

	Single-family, Two- and Three-family dwellings
Units per acre	6 or less

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single family	30 ft.
Two-family	30 ft. (per unit)
Three and more	30 ft. (per unit)

(2) *Lot area minimum.*

Townhouse:	
Individual lot	2,700 sq. ft.
Single-family	2,700 sq. ft.
Two-family	2,700 sq. ft. (per unit)
Three or more	2,700 sq. ft. (per unit)

(3) *Land area per dwelling unit.*

Townhouses & apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.

(E) *Setback requirements.*

	Front	Side	Rear
Single-family	10' *	0'	Minimum 20'; 30' from centerline of alley or easement
Two- and Three-family	10' *	0'	Minimum 20'; 30' from centerline of alley or easement

* A build-to line, wherever possible.

(F) *Height.* Minimum two (2) stories.
Maximum 45 feet.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 80% of the total area of such lot.

(H) *Maximum Dwelling Units:* 72

(I) *Architectural Design Standards:*
Reference the Project Booklet

Planning Area 3 (PA-3) – Plaza Condominium

AREA: 4.01 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 25	Professional offices
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 14	Hotel, motel, amusement facilities
Unit 24	Home occupations

(C) *Density.*

Units per acre	40 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single family	30 ft.
Two-family	30 ft.
Three and more	30 ft.
Non-residential	0 ft

(2) *Lot area minimum.*

Townhouse:	
Individual lot	3,000 sq. ft.
Single-family	3,000 sq. ft.
Two-family	3,000 sq. ft.
Three or more	3,000 sq. ft.
Non-Residential	No Minimum

(3) *Land area per dwelling unit.*

Townhouses & apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
20	0'	20'

(F) *Height.* Minimum two (2) stories.
Maximum seven (7) stories.

(G) *Building area.* 85% of the site

(H) *Maximum Dwelling Units:* 160

(I) *Maximum Bedrooms:* 320

(J) *Maximum Intensity:* 26,000 sq. ft. non-residential use

(K) *Architectural Design Standards:*
Reference the Project Booklet

**Planning Area 4 (PA-4) – Courtyard
Multi-Family**

AREA: 7.83 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 25	Professional offices
Unit 26	Multi-family dwellings

(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 24	Home occupations

(C) *Density.*

Units per acre	40 or less
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(E) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single family	30 ft.
Two-family	30 ft.
Three and more	30 ft.

(2) *Lot area minimum.*

Townhouse:	
Individual lot	3,000 sq. ft.
Single-family	3,000 sq. ft.
Two-family	3,000 sq. ft.
Three or more	3,000 sq. ft.
Non-Residential	No Minimum

(3) *Land area per dwelling unit.*

Townhouses & apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
16' from a public street or alley	16'	16'
10' from a private drive or access easement		

(F) *Height.* Minimum two (2) stories.
Maximum four (4) stories.

(G) *Building area.* 85% of the site

(H) *Maximum Dwelling Units:* 313

(I) *Maximum Bedrooms:* 626

(J) *Maximum Intensity:* 25,000 sq. ft. non-residential use

(K) *Architectural Design Standards:*
Reference the Project Booklet

Planning Area 5 (PA-5) – Multi-Family Residential

AREA: 4.79 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 8	Single-family dwelling
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 25	Professional offices
Unit 26	Multi-family dwellings

(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 24	Home occupations

(C) *Density.*

Units per acre	36 or less
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(F) *Bulk and area regulations.*

(1) *Lot width minimum.*

Single family	30 ft.
Two-family	30 ft.
Three and more	30 ft.

(2) *Lot area minimum.*

Townhouse:	
Individual lot	3,000 sq. ft.
Single-family	3,000 sq. ft.
Two-family	3,000 sq. ft.
Three or more	3,000 sq. ft.

(3) *Land area per dwelling unit.*

Townhouses & apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
30' from a public street	10'	20'
10' from a private drive or access easement		

(F) *Height.* Minimum two (2) stories.
Maximum 4 stories otherwise.

(G) *Building area.* 85% of the site

(H) *Maximum Dwelling Units:* 172

(I) *Maximum Bedrooms:* 344

(J) *Maximum Intensity:* 10,000 sq. ft. non-residential use

(K) *Architectural Design Standards:*
Reference the Project Booklet

Planning Area 6, 7, 8, 9 (PA-6, PA-7, PA-8, PA-9) – Preserve/Botanical/Detention

AREA:

PA-6: 4.85 acres
PA-7: 1.17 acres
PA-8: 2.31 acres
PA-9: 10.47 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
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(2) *Conditional uses.*

Unit 4	Cultural and recreational facilities
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(C) *Density.* None (not applicable)

(G) *Bulk and area regulations.* None (not applicable)

(E) *Setback requirements.*

Front	Side	Rear
15'	10'	15'

(F) *Height.* No maximum height.

(G) *Building area.* No maximum building area.

(H) *Maximum Dwelling Units:* Not applicable

(I) *Maximum Bedrooms:* Not applicable

(J) *Architectural Design Standards:* Not applicable

Planning Area 10 (PA-10) – Civic Lawn

AREA: 1.29

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
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(2) *Conditional uses.*

Unit 4	Cultural and recreational facilities
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(C) *Density.* None (not applicable)

Bulk and area regulations. None (not applicable)

(E) *Setback requirements.*

Front	Side	Rear
15'	10'	15'

(F) *Height.* No maximum height.

(G) *Building area.* No maximum building area.

(H) *Maximum Dwelling Units:* Not applicable

(I) *Maximum Bedrooms:* Not applicable

(J) *Architectural Design Standards:* Not applicable

**Planning Area 11, 12 (PA-11, PA-12) –
Mixed Use Districts**

AREA:

PA-11: 31.82 acres

PA-12: 5.77 acres

(A) *Purpose.* See project booklet

(B) Uses.

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 8	Single-family dwelling
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 34	Liquor store

(2) Conditional uses.

Unit 2	City-wide uses by conditional use permit
Unit 5	Government facilities
Unit 18	Gasoline, service stations, and drive-in restaurants
Unit 21	Warehousing and wholesale
Unit 29	Dance halls
Unit 35	Outdoor music establishments

(C) Density.

Units per acre	24 or less
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(H) *Bulk and area regulations.*

(1) Lot width minimum.

Single family	30 ft.
Two-family	30 ft.
Three and more	30 ft.
Non-residential	0 ft.

(2) Lot area minimum.

Townhouse:	
Individual lot	3,000 sq. ft.
Single-family	3,000 sq. ft.
Two-family	3,000 sq. ft.
Three or more	3,000 sq. ft.
Non-residential	0 sq. ft.

(3) Land area per dwelling unit.

Townhouses & apartments	
No bedroom	1,000 sq. ft.
One bedroom	1,000 sq. ft.
Two or more bedrooms	1,200 sq. ft.

(E) Setback requirements.

Front	Side	Rear
8' to 12' *	20' from public or private access 0' from internal side property lines	5'

* A build-to line

(F) *Height.* Structures immediately adjacent to the civic lawn shall have a minimum height of 30'. Structures adjacent to main streets shall be a minimum two-stories in height. Maximum height of four (4) stories otherwise.

(G) *Building area.* 85% of the site

(H) *Maximum Dwelling Units:*

PA-11: 783

PA-12: 138

(I) *Maximum Intensity:*

PA-11: 520,000 sq. ft.

PA-12: 60,000 sq. ft.

(J) *Architectural Design Standards:*

Reference the Project Booklet

**Planning Area 13 (PA-13) –
Neighborhood Commercial**

AREA: 4.21 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 18	Gasoline, service stations, and drive-in restaurants
Unit 25	Professional offices
Unit 26	Multi-family dwellings

(2) *Conditional uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Residential Use – None
Non-residential – None

(2) *Lot area minimum.*

Residential Use – None
Non-residential – None

(3) *Land area per dwelling unit.*

Townhomes or Apartments:	
•No bedroom	1,700 sq. ft.
•One bedroom	1,700 sq. ft.
•Two bedroom	2,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
50'	0' 25' when contiguous to residential district	20'

(F) *Height.* Maximum 4 stories

(G) *Building area.* 85% of the site

(H) *Maximum Dwelling Units:* 15

(I) *Maximum Bedrooms:* 30

(J) *Maximum Intensity:* 15,000 sq. ft.

(K) *Architectural Design Standards:*
Reference the Project Booklet

**Planning Area 14 (PA-14) --
Thoroughfare Commercial**

AREA: 15.55 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) Permitted uses.

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 15	Neighborhood shopping goods
Unit 16	Shopping goods
Unit 17	Trades and services
Unit 18	Gasoline, service stations, and drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 25	Professional offices
Unit 34	Liquor store

(2) Conditional uses.

Unit 1	City-wide uses by right
Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 29	Dance halls
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities

(C) *Density.* None

(I) *Bulk and area regulations.* None.

(E) Setback requirements.

Front	Side	Rear
40'	0' 25' when contiguous to residential district	20' 25' when contiguous to residential district

(F) *Height.* Maximum 7 stories.

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 70% of the total area of such lot.

(H) *Maximum Dwelling Units:* Not Applicable

(I) *Maximum Bedrooms:* Not Applicable

(J) *Maximum Intensity:* 200,000 sq. ft.

(J) *Architectural Design Standards:*
Reference the Project Booklet

Planning Area 15 (PA-15) – Parks and Trails

AREA: 7.18 acres

(A) *Purpose.* See project booklet

(B) *Uses.*

(1) *Permitted uses.*

Unit 1	City-wide uses by right
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(C) *Density.* None (not applicable)

(D) *Bulk and area regulations.* None (not applicable)

(E) *Setback requirements.*

Front	Side	Rear
15'	10'	15'

(F) *Height.* No maximum height.

(G) *Building area.* No maximum building area.

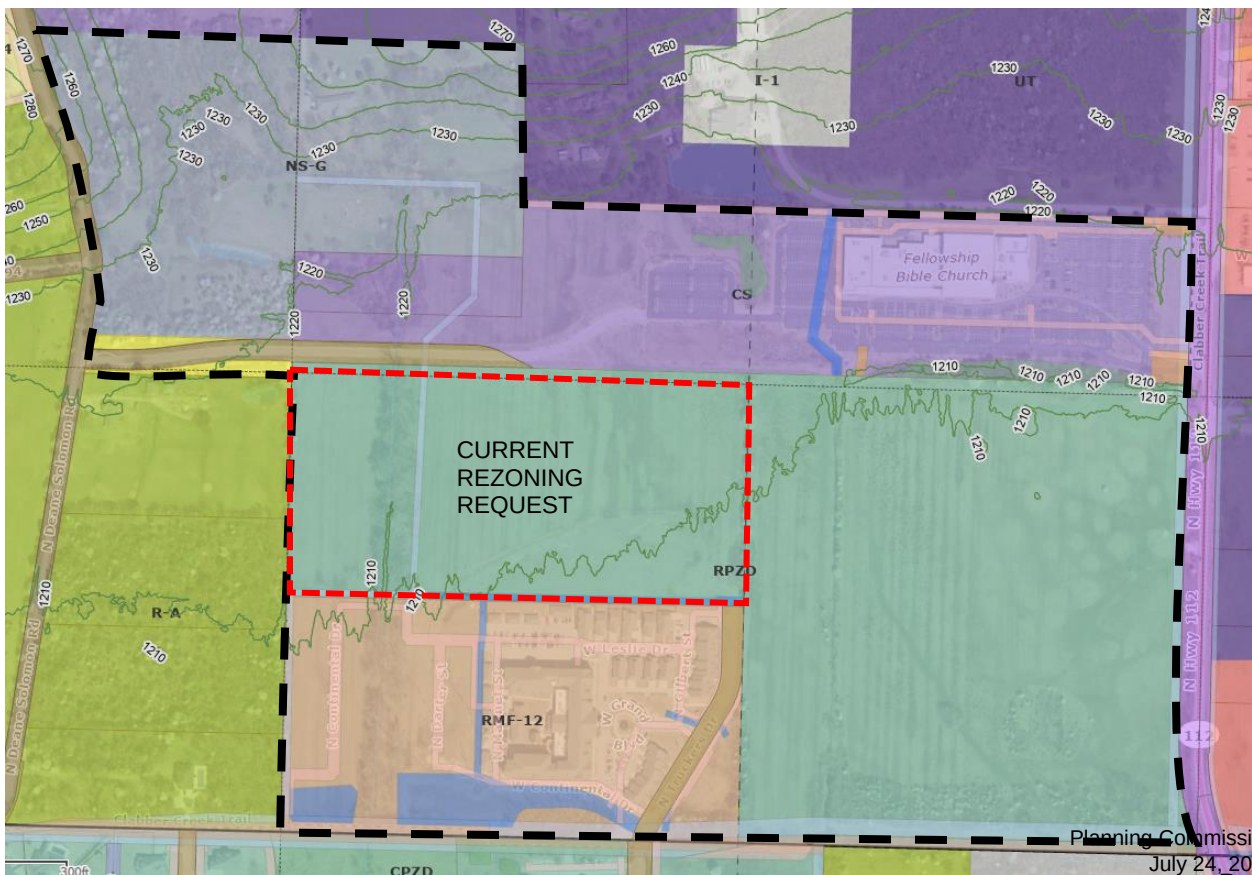
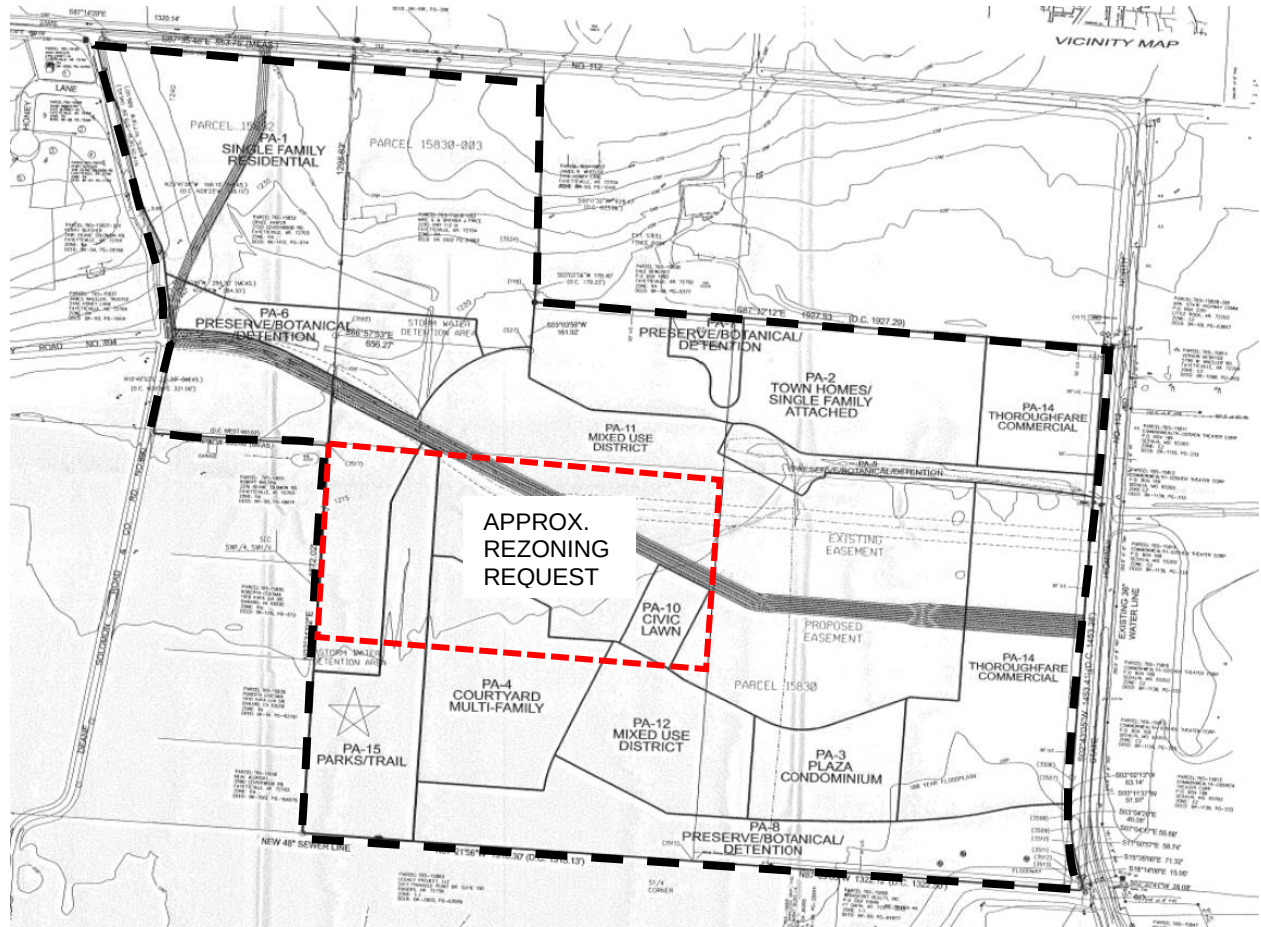
(H) *Maximum Dwelling Units:* Not applicable

(I) *Maximum Bedrooms:* Not applicable

(J) *Architectural Design Standards:* Not applicable



ORIGINAL PLANNING AREAS / CURRENT ZONING EXHIBIT



Alderman Kinion: This is the language to take our current code and put it into compliance with the suggestion of the ADEQ and the EPA. This specific revision of the code that we are talking about tonight doesn't have a direct impact on rates. We are bringing some terminology up, to make it in line with current usage.

City Attorney Kit Williams: It was under an abundance of caution that we went ahead and publicized this, as if it did affect the rate. The effect on rates with this particular ordinance should be very minimal, if any.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Alderman Schoppmeyer was absent.

Ordinance 5739 as Recorded in the office of the City Clerk

RZN 14-4882 (East Side of Ruppel RD./Westside Village): An ordinance rezoning that property described in Rezoning Petition RZN 14-4882, for approximately 21.63 acres, located on the east side of Ruppel Road North of the Boys and Girls Club, from R-PZD, Residential Planned Zoning District R-PZD 06-1884 Westside Village, to NS, Neighborhood Services. ***This ordinance was left on the First Reading at the February 3, 2015 City Council meeting.***

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Marsh seconded the motion. Upon roll call the motion passed 6-1. Alderman Long voting no. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

A discussion followed about leaving the ordinance on the second reading. Council members from Ward 4 requested more time to visit with citizens.

This ordinance was left on the Second Reading.

RZN 14-4883 (HWY. 112 North of Truckers Drive/Parkwest): An ordinance rezoning that property described in Rezoning Petition RZN 14-4883, for approximately 93.04 acres, located at HWY 112 North of Truckers Drive from R-PZD 05-1796, Residential Planned Zoning District Park West, to RSF-8, Residential Single Family, 8 units per acre, and CS, Community Services. ***This ordinance was left on the First Reading at the February 3, 2015 City Council meeting.***

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Kinion seconded the motion. Upon roll call the motion passed 7-0. Alderman Schoppmeyer was absent.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. He stated the item was a staff initiated rezoning. The Planning Commission is recommending approval 9-0 in favor of the request.

Alderman Marsh: I've gotten a few concerned inquiries regarding the sensitive riparian areas on the site. What protection will those areas have if this were to go forward?

Jeremy Pate: Any zoning district would have to look at the development proposal. We would look at whether there is a streamside protection area and designated wetlands.

Alderman Marsh: Just to be clear, our Streamside Protection ordinance will protect the critical areas.

Jeremy Pate: If it applies. We don't know if it applies currently without a development proposal and seeing if there is actually a stream bank that drains at least 100 acres. We would have to look at our maps to understand that.

Joe Neal, 145 East Cleburn stated his concerns about a portion of the acreage with the proposed rezoning request. He stated he is not sure that anyone has looked at the seasonal wetlands issue. He stated that wetland soils, wetland plants, wetland birds and all kinds of wetland ecological issues need to be taken into consideration. He stated if we continue to lose wetlands, he would like the Council to mitigate losses and take into account what is being lost if authorization of the development of the property is granted.

Aubrey Shepherd, Citizen stated he would like the City Council to engage in some change to ordinances that would require the Planning and Engineering Departments to go back to having a Corp of Engineers delineation of seasonal wetlands. He expressed his concerns if all the acreage was rezoned to eight houses per acre.

Alderman Marsh: Has this been through the Environmental Action Committee?

Alderman Long: It was not on the last agenda. It can be added to the next one.

Alderman Marsh: I would like to see that done. Maybe we could split off the 33.38 acre parcel and go ahead and rezone that, then refer the balance in the critical areas to the Environmental Action Committee.

A discussion followed about sending the item to the Environmental Action Committee for review.

Alderman La Tour: Do we know if the current landowner has an opinion?

Jeremy Pate: I don't know. It's owned by a bank. We have notified them of what staff is presenting. Rezoning's do not go to the Environmental Action Committee, unless the Council sends it there. There are no eminent plans that we are aware of to sell the balance of this property or to develop it at this time.

A discussion followed about rezoning the property to allow it to be more marketable within the city, whereas the property currently has no developing or rezoning rights.

Alderman Gray: Is it possible to break this off as Alderman Marsh has suggested?

City Attorney Kit Williams: This was proposed by staff. Staff would have the right to divide it. My advice is that we need to have some zoning on it that would allow at least some kind of development to go on it, whatever zoning you believe is the most appropriate.

Jeremy Pate: It would be fine to split it off or leave it all and have it go through at the same time.

Alderman Marsh encouraged City Council members to rezone only 33.38 acres and send the ordinance to the Environmental Action Committee for review.

Mayor Jordan: What do Ward 4 Council members think?

Alderman Long: I haven't heard anything from people who live in the area. I didn't want it to move to the second reading at the last meeting, because I usually do hear from people in this area. I haven't had any objections from constituents. I'm happy to take it to the Environmental Action Committee next month.

Alderman La Tour: I haven't heard from any constituents. If I were a stockholder in that bank, I would feel very imposed upon to have City Council say this is wetland and you can't do anything with it. That takes away economic value.

Alderman Long: This isn't restricting the bank's rights. It is allowing them to do something with it. Right now they can't build anything on it. This discussion will put value in their property.

A discussion followed regarding how the ordinance and exhibits would be written if it was amended to rezone 33.38 acres to RSF-8.

Alderman Marsh moved to amend the ordinance to rezone only 33.38 acres with an RSF-8 zoning and not rezone the additional property. **Alderman Gray** seconded the motion. Upon roll call the motion to amend passed 7-0. **Alderman Schoppmeyer** was absent.

Alderman Marsh moved to suspend the rules and go to the third and final reading. **Alderman Gray** seconded the motion. Upon roll call the motion passed 7-0. **Alderman Schoppmeyer** was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. **Alderman Schoppmeyer** was absent.

Ordinance 5740 as Recorded in the office of the City Clerk

Garner, Andrew

From: Nierengarten, Peter
Sent: Monday, April 27, 2015 8:59 AM
To: Garner, Andrew
Cc: Pate, Jeremy; Brown, Chris
Subject: EAC Recommendation regarding Parkwest Rezoning

Hi Andrew,

On Monday, April 20th, the Environmental Action Committee (EAC) passed a recommendation to City Council regarding the proposed rezoning of 59.66 acres along Hwy 112 (formerly Park West). The Environmental Committee:

- Encourages preservation in this area
- Encourages LID when developed
- Recommends front zoning be broken off (different) from the remainder of the property
- Encourages family element to the zoning so that Parkland Dedication can be contiguous to the property
- Recommends EAC review this property again if rezoned in the future

Let me know if you have any questions about this.

Peter Nierengarten
Sustainability & Resilience Department Director
City of Fayetteville, Arkansas
479.575.8272

Wonsower, Donna

From: Masters, Jessica
Sent: Wednesday, June 28, 2023 7:58 AM
To: Pennington, Blake; Wonsower, Donna
Subject: RE: Ordinance 5740 - CS?

Thanks Blake and Donna for looking into the matter! We'll include some inclusion of this conversation in the background section of the report.

Jessie

Jessie Masters, AICP
Development Review Manager
City of Fayetteville, Arkansas
(479) 575-8239
www.fayetteville-ar.gov
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Sent: Tuesday, June 27, 2023 5:23 PM
To: Wonsower, Donna <dwonsower@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>
Subject: RE: Ordinance 5740 - CS?

If this was a staff-initiated rezoning then it must have been one of the PZDs that had lost all development rights (at that time PZDs expired after a certain amount of time). Our office had recommended bringing all of those PZDs in similar situations back to the City Council to be rezoned so they could have some development entitlement. Sometimes it was to revert to the zoning just prior to the PZD zoning; in other cases, I think the property owner had some input.

Just glancing through this report, staff had recommended both the RSF-8 and CS. It's not entirely clear who should have shepherded the CS area back to the City Council after the EAC made its recommendation. I have never seen that situation before and I'm not sure how Andrew and Jeremy handled it after that.

In any event it needs to be rezoned to something because it sounds like there is no development entitlement at all.

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov



RZN 2023-0017

Public water is available to the Subject area. Existing 8-inch water main is present on the South side of Subject Property.

Sanitary Sewer is available to the Subject area. Existing 12-inch sewer main is present in the Southwest corner of the subject property. Existing 10-inch sewer main is present across the subject property.

The subject area has frontage along North Truckers Drive. North Truckers Drive is a Fully improved Residential Link street with asphalt paving, curb & 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.

Does any portion of the subject area lie within the Hillside-Hilltop Overlay District?

☐ Yes ☒ No

Comments: If Yes, additional restrictions will apply at the time of development. Engineered footing designs will be required at the time of building permit submittal, as well as grading, erosion control and abbreviated tree preservation plans.

Does any portion of the subject area lie within a FEMA Floodplain?

☐ Yes ☒ No

Comments: If Yes, a floodplain development review will be required at the time of permit or plan submittal. This will restrict the type of development and impact in flood zones; and may require additional documentation such as flood studies or elevation certificates depending on the type of development. If a development impacts a floodplain, those impacts may require review and approval from FEMA.

Is a protected Stream present in the subject area?

☒ Yes ☐ No

Comments: If Yes, Streamside Protection Zones generally consists of a protected area on each side of a stream or creek. This "protected area" is meant to preserve woody vegetation and natural areas along stream corridors to improve/protect stream health. At a minimum, it will be 50ft wide as measured from the top of bank but depending on the shape and extents of the floodway, it could be substantially more. Certain construction activities such as trails and some utilities are allowed in these zones, but in general, improvements such as parking lots or buildings are prohibited.

Are any Hydric Soils present in the subject area?

☐ Yes ☒ No

Comments: If Yes, 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.



To: Jesse Masters, Planner

CC: Battalion Chief Jeremy Ashley, Fire Marshal

From: Captain Clint Price, Deputy Fire Marshal

Date: 6/6/2023

Subject: RZN-2023-0017: Rezone: For parcel number 765-15830-007

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 8, located at 2266 W Deane St., protects this site. The property is located approximately 2.5 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.

May 19, 2023

VIA CITY OF FAYETTEVILLE PORTAL

City of Fayetteville Planning Division
125 West Mountain Street
Fayetteville, Arkansas 72701

RE: Rezoning of Parcel No. 765-15830-007

To Whom It May Concern:

I write on behalf of our client, Lennon Fayetteville Holdings, LLC, developer and owner of “The Lennon,” a proposed project to be located near North Highway 112 in Fayetteville, Arkansas, owned by Willow Bend OptionCo, LLC (the “Applicant”). This letter regards the rezoning of Parcel No. 765-15830-007, as more particularly described on the attached as Exhibit “A”, from its current designation of RPZD, Residential Planned Zoning District, to RMF-18, Residential Multi-Family – Eighteen (18) Units Per Acre. While RPZD allows for Applicant’s intended use, which is to construct a multi-family residence that will accommodate a proposed density of 16 units/acre, RMF-18 is the tailored and best designation for both the City and Applicant.

The subject property is bound by other residential use properties: to the west by Residential-Agricultural and the south by Residential Multi-family – Twelve (12) Units per Acre. Further, The Lennon is to be located adjacent to Fellowship Bible Church and near “The Aronson” mixed-use development recently approved by the City. The proposed rezone is compatible with and will not adversely affect these neighboring properties but instead, will add additional much-needed housing and planned connectivity to a fast-growing area.

The City Plan 2040 Future Land Use designates the subject property as within a City Neighborhood Area, which are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. Rezoning to RMF-18 will allow for the development of multi-family residences at a medium density to address future land use goals and the City Neighborhood’s dense residential use development, while leaving the lands directly adjacent to Hwy-112 available for future commercial development.

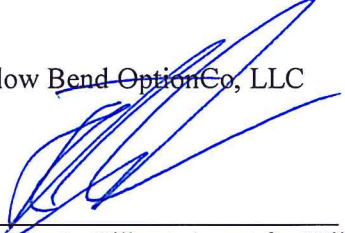
In conclusion, the proposed rezoning for The Lennon will not unreasonably adversely affect or conflict with the surrounding land uses, is the highest and best use of the subject property, is in line with the City’s 2040 Future Land Use and provides for efficient approval of a development plan under the Unified Development Code. Applicant respectfully requests the Planning Commission to vote in favor of Applicant’s rezoning request. We appreciate your consideration of our proposal and look forward to working with you to create a vibrant and sustainable community.

Sincerely Yours,



Steve Brooks

Willow Bend OptionCo, LLC

By: 
John L. Gilbert, Agent for Willow Bend OptionCo, LLC

Wonsower, Donna

From: Planning Shared
Sent: Monday, July 10, 2023 10:01 AM
To: Wonsower, Donna
Subject: FW: RZN-2023-0017

fyi

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: David Criswell <david.t.criswell@gmail.com>
Sent: Monday, July 10, 2023 8:41 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2023-0017

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 live near the area of RZN-2023-0017 and frequent the natural spaces near this property. I am writing to express conditional support for RZN 2023-0017 in the event that a bill of assurance is written agreeing to implement low impact development best practices to reduce impacts to the stream this property overlaps and the wetland that it drains into. The proposed density will be beneficial to the surrounding area. Excessive runoff and pollutants, however, will not be.

Sincerely,
David Criswell
2437 W Honey Ln

Wonsower, Donna

From: Planning Shared
Sent: Monday, July 17, 2023 12:54 PM
To: Wonsower, Donna
Subject: FW: RZN-2023-0017

Follow Up Flag: Follow up
Flag Status: Flagged

For you

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



**CITY OF
FAYETTEVILLE
ARKANSAS**

From: Meredith Castin <meredithcastin@gmail.com>
Sent: Monday, July 17, 2023 12:18 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2023-0017

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 live near the area of RZN-2023-0017 and frequent the natural spaces near this property. I am writing to express conditional support for RZN 2023-0017 in the event that a bill of assurance is written agreeing to implement low impact development best practices to reduce impacts to the stream this property overlaps and the wetland that it drains into.

The proposed density will be beneficial to the surrounding area to provide additional housing and as it will encourage much needed services be developed closer to the neighborhood at large. However, excessive runoff and pollutants into our preserved natural spaces will not be supported.

Thank you for your consideration!

Sincerely,
Meredith Castin

Wonsower, Donna

From: Planning Shared
Sent: Tuesday, July 18, 2023 9:48 AM
To: Wonsower, Donna
Subject: FW: RZN-2023-0017

FYI

Thank you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Clark Eckels <clark.eckels@gmail.com>
Sent: Tuesday, July 18, 2023 9:45 AM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2023-0017

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 live near the area of RZN-2023-0017 and frequent the natural spaces and the greenway near this property. I am writing to express conditional support for RZN 2023-0017 in the event that a bill of assurance is written agreeing to implement low impact development best practices to reduce impacts to the stream this property overlaps and the wetland that it drains into. The proposed density will be beneficial to the surrounding area to provide additional housing and as it will encourage much needed services be developed closer to the neighborhood at large. However, excessive runoff and pollutants into our preserved natural spaces will not be supported.

Clark Eckels

Wonsower, Donna

From: Planning Shared
Sent: Tuesday, July 11, 2023 10:17 AM
To: Wonsower, Donna
Subject: FW: RZN-2023-0017

Follow Up Flag: Follow up
Flag Status: Flagged

For you

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



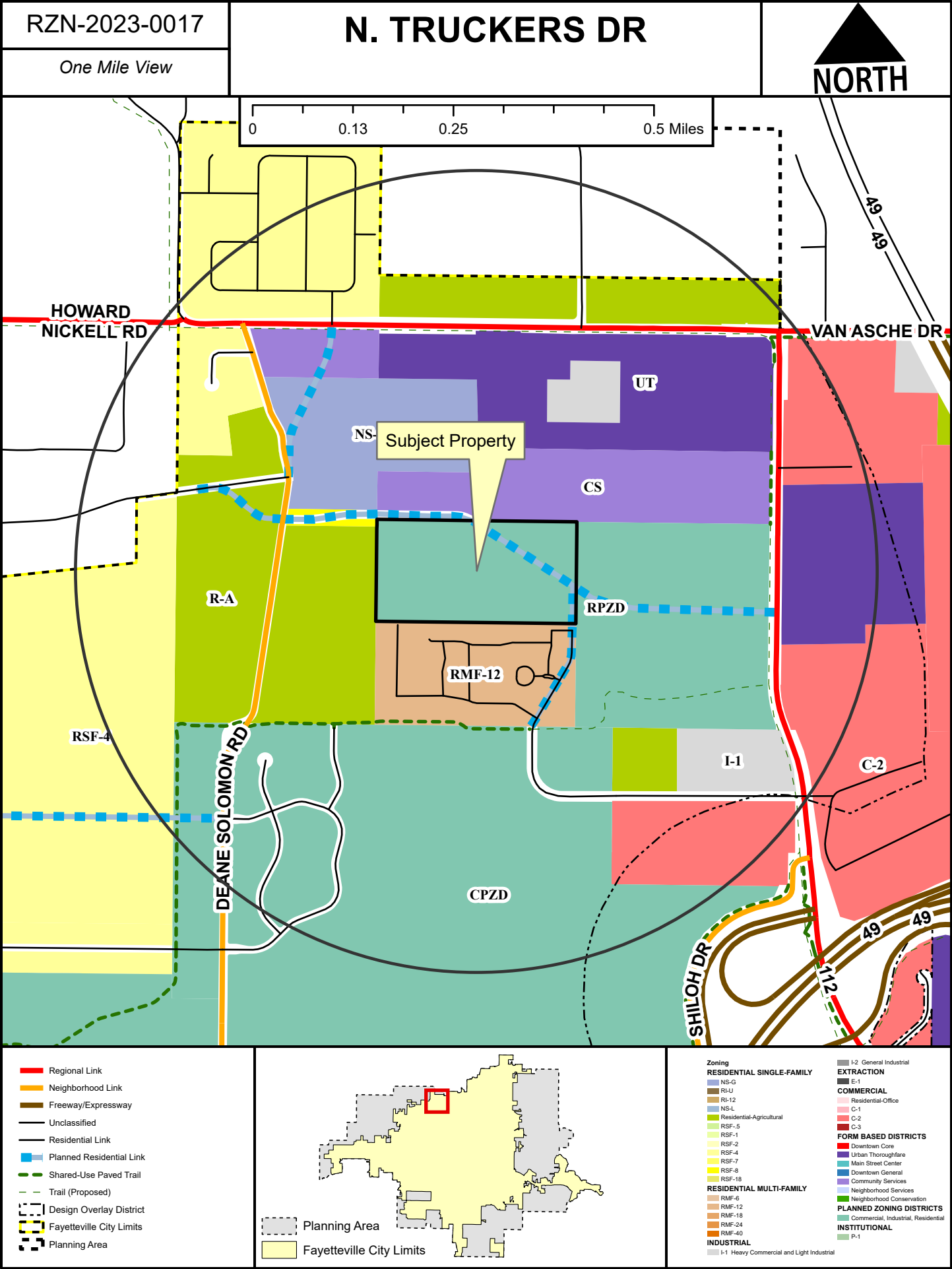
From: Matt Phillips <matt.phillips96@gmail.com>
Sent: Monday, July 10, 2023 5:50 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: RZN-2023-0017

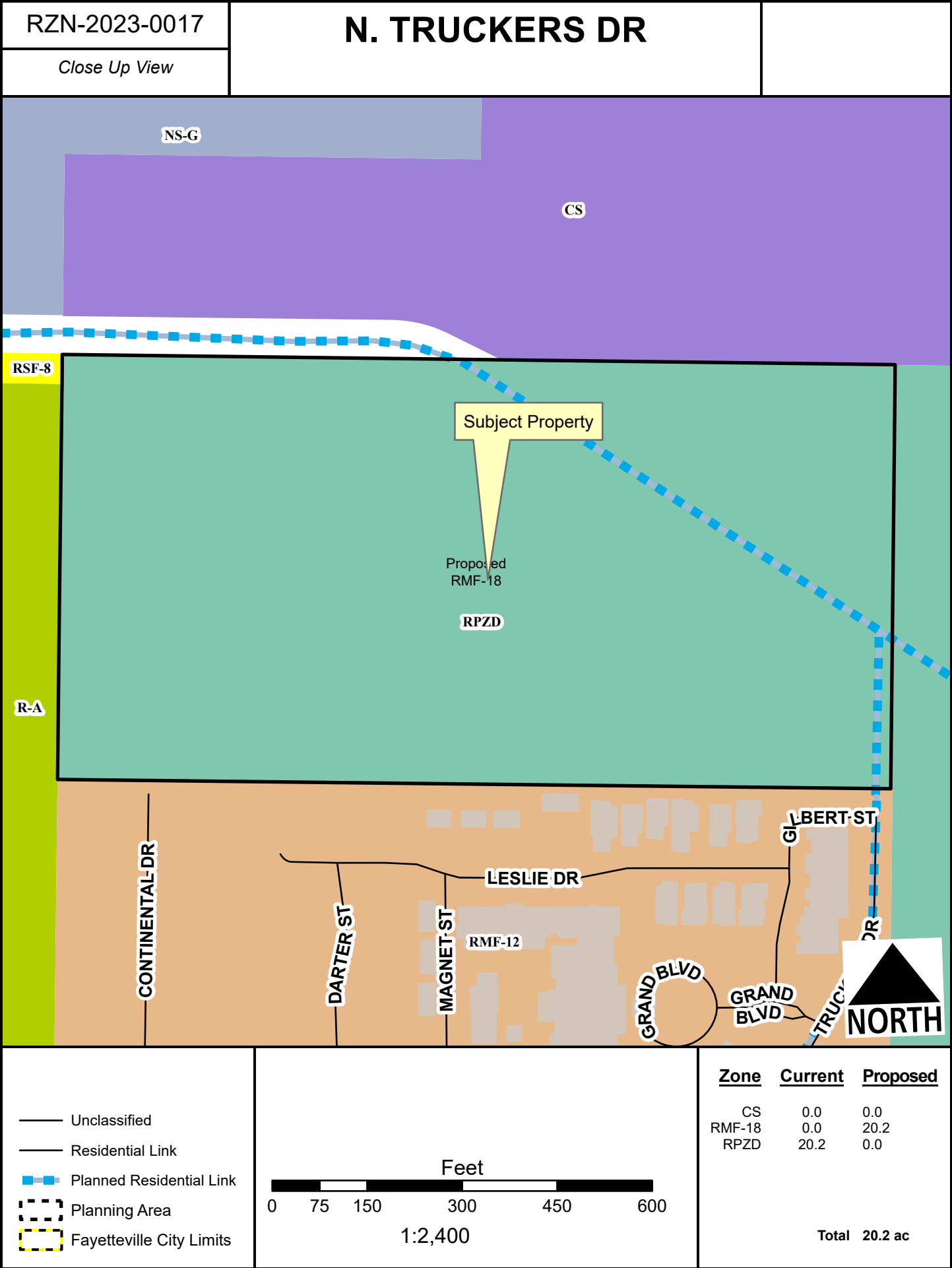
CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

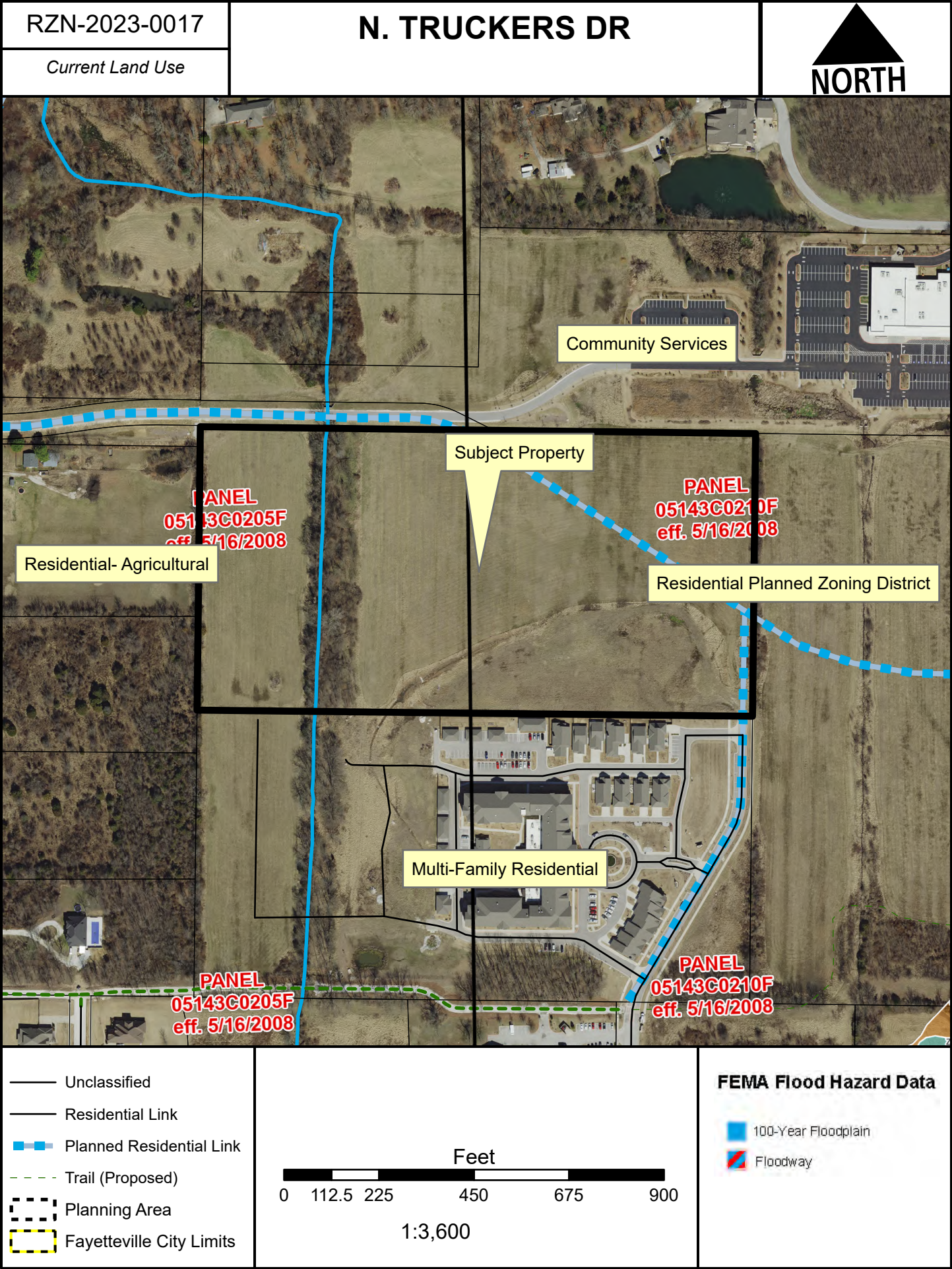
Hello,

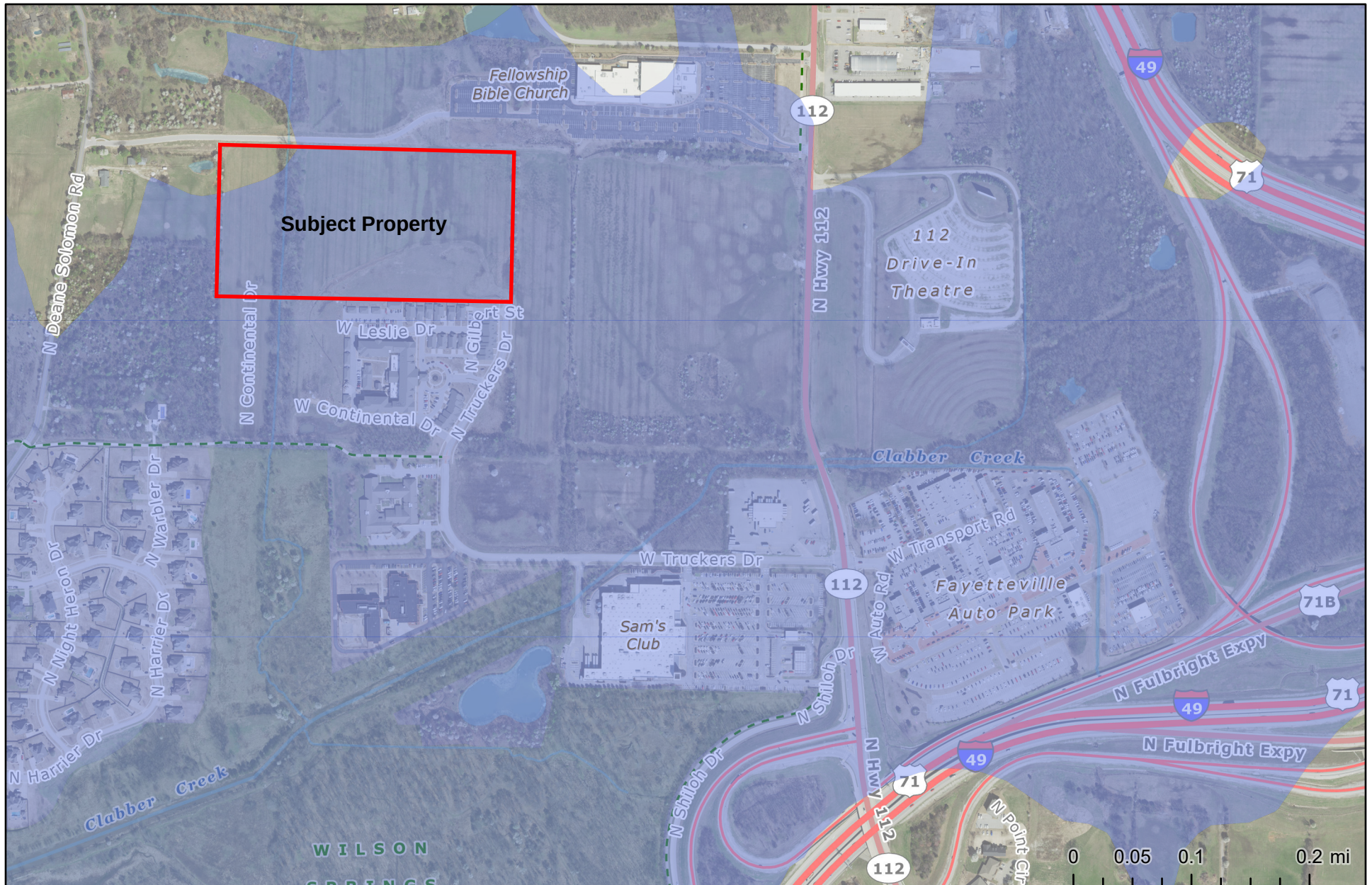
I live near the area of RZN-2023-0017 and I support this rezoning. I think higher density will help make this area more financially sound for the city as most of this area are single family homes. I do think as planning continues the water runoff would need to be carefully watched.

Thanks,
Matt Phillips
3549 West Grouse Rd









Subject Property

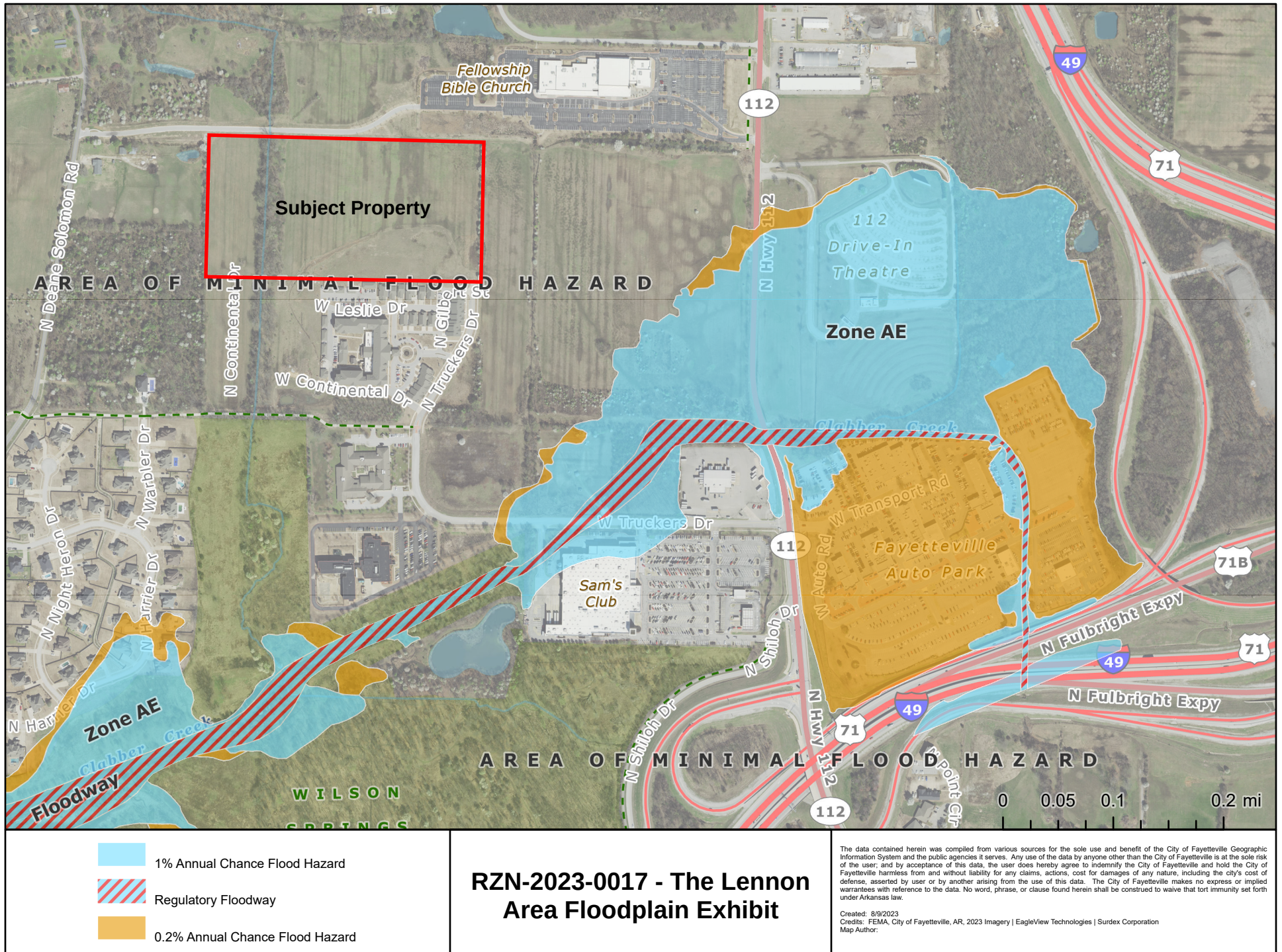


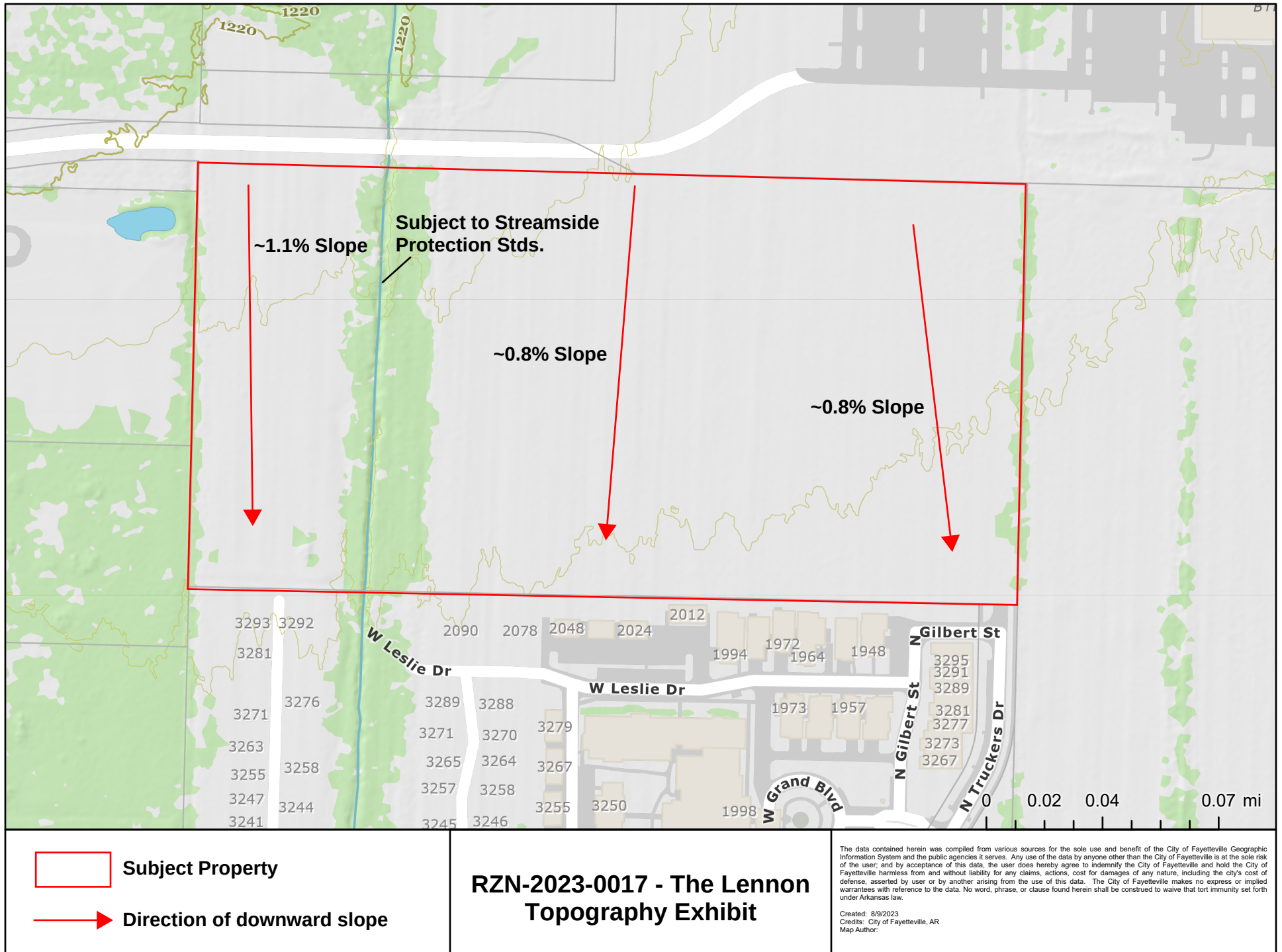
Hydric Soil

RZN-2023-0017 - The Lennon Area Hydric Soil Exhibit

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 8/9/2023
Credits: City of Fayetteville, AR, 2023 Imagery | EagleView Technologies | Surdex Corporation, USDA | Watershed Conservation Resource Center
Map Author:







OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor**
City Council
Kara Paxton, City Clerk-Treasurer

CC: **Susan Norton**, Chief of Staff
Jonathan Curth, Community Services Director

FROM: **Kit Williams**, City Attorney

DATE: **August 21, 2023**

RE: **Letter from Brooks claiming City Council lacked “consistency with its own set of rules and guidelines” when referring a rezoning issue to Environmental Action Committee**

Attorney Steven L. Brooks sent the City Council a letter dated August 17th which criticized the City Council’s decision to refer his proposed current rezoning issue to the Environmental Action Committee for advice when part of the same property earlier had been discussed and commented upon by this committee during an earlier rezoning request. He also claimed that the City or City Council violated “the City’s Rules of Order and Procedure.”

As Fayetteville City Attorney, I need to review this and any other claims of improper conduct and action within Mr. Brooks’ letter. I find that all such claims are without merit, and I have tried to explain his mistakes in the attached letter that I am sending to Mr. Brooks. If anyone needs further explanation or has any questions, please let me know.

KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY
kwilliams@fayetteville-ar.gov

Blake E. Pennington
Assistant City Attorney
bpennington@fayetteville-ar.gov

Jodi Batker
Paralegal

Phone 479.575.8313



113 W. Mountain Street, Suite 302
Fayetteville, AR 72701-6083

August 21, 2023

Steven L. Brooks
Eldridge Brooks Partners
5100 West JB Hunt Dr. Suite 840
Rogers, AR 72758

steve@eldridgebrooks.com

RE: Proposed Rezoning

Dear Attorney Steven L. Brooks:

Thank you for your letter of August 17, 2023. As I am sure you understand, a rezoning decision by the City Council is a legislative action. Therefore, the City Council has substantial authority and discretion when determining whether or not to enact a rezoning ordinance. The Council also has substantial discretion when determining their compliance with the statutory reading requirement.

All ordinances are statutorily required to "be fully and distinctly read on the three (3) different days unless two-thirds (2/3) of the Members composing the municipal council shall dispense with the rule." A.C.A. § 14-55-202 **Reading requirement**. Because the property that you are proposing to rezone has been a concern of a previous City Council which sought advice from the Environmental Action Committee, it is certainly proper to refer your rezoning request back to that advisory committee which was established for this very type of advice. No volunteer city committee not established pursuant to explicit state statutory authority (such as the Planning Commission or Civil Service Commission) has true "jurisdiction." These committees were established by the City Council for additional advice when requested which is exactly what is happening here.

The City Council will make the actual decision to grant or deny your requested rezoning on the basis of what it believes is in the best interests of the City and its citizens. It will certainly listen to, respect, and consider the

applicant/land owner's request and justifications for the rezoning, but that is only one part of the final decision. The Council will also listen to public comments as well as recommendations of the Planning Department, Planning Commission, and the Environmental Action Committee to inform its final decision.

I reject your contention that the City Council's referral of the rezoning request to the Environmental Action Committee for further comment "is in violation of the City's Rules of Order and Procedure." Please cite to me the rule and its language you believe prevented such referral during the City Council's consideration of a rezoning request. Such a referral to a city committee is not necessary for the Council not to advance an ordinance beyond its first reading. Indeed, no reason need exist as the state statute assumes the ordinance will "be fully and distinctly read on three (3) different days..."

The City of Fayetteville City Council's consideration of a rezoning is not a trial, but a legislative hearing. New information beyond the Agenda Packet is always considered whether it is your client's presentation, public comments, or committee comments. Because no decision was made at the first City Council Meeting, anything presented there that you wish to attempt to rebut can be addressed at the next City Council Meeting. A Council Member may call the applicant or applicant's representative back to the podium to answer assertions of the public or answer questions of the Council Member. Because no action was going to be taken during that meeting, the Council evidently felt that any response from the applicants would be better presented at the next City Council Meeting. This allows you to compose a better prepared and documented response in support of your proposal.

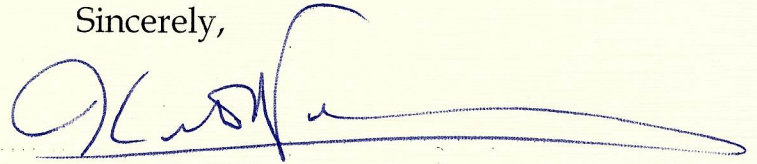
It was wise that you consulted with City staff about your rezoning proposal. The City Council carefully listens to the Planning Department's recommendations as well as the Planning Commission's recommendations. But the decision whether or not to rezone a piece of property is decided by the City Council which is never bound to accept those recommendations.

I strongly disagree with and reject your unfounded allegation that "the city itself encounters difficulty in maintaining consistency with its own set of rules and guidelines." Such an unmerited attack upon the City of Fayetteville by an applicant seeking City Council approval of a rezoning request is counterproductive and unwise. I can assure you that the Fayetteville City Council will not be intimidated by your demands or attacks. Your petition for

rezoning will be considered fairly pursuant to established rezoning considerations and the best interests of our citizens and city.

Despite your request, the Council may not believe suspending the rule to go to the third and final reading is appropriate at its September 5, 2023 meeting. That decision is fully within their power and discretion. To suspend the rule to go to the third and final reading would require six affirmative votes from either the seven Council Members or five from them if Mayor Jordan would decide to provide the sixth necessary affirmative vote. Otherwise, this ordinance will be read again and ready for a vote during the September 19, 2023 City Council meeting.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kit Williams', with a long horizontal flourish extending to the right.

KIT WILLIAMS

Fayetteville City Attorney

cc: Mayor Jordan
City Council
Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Kristin Cavette, Acct Mgr- Payroll and Pension
DATE: August 14, 2023
SUBJECT: **Bond Counsel Legal Services**

RECOMMENDATION:

Approval of a one-year contract extension with Kutak Rock, LLP to provide outside legal services for the City during the bond issuance process.

BACKGROUND:

The City occasionally issues bonds to provide funding for City Council approved projects and there is a need for outside legal services in connection with the bond issuance process. The City selected Kutak Rock, LLP through the RFQ process in 2018 for a five-year contract set to expire this year, 2023. Currently, the City has a voter approved sales tax bond issue which has three phases. Two phases of the bonds have been issued with the last phase anticipated to be issued in 2024.

DISCUSSION:

Staff recommends extending the bond counsel contract with Kutak Rock, LLP through 2024.

BUDGET/STAFF IMPACT:

The cost of this service is payable from the proceeds of the successful sale of the City's bonds.

ATTACHMENTS: 2023-1008 SRF, Amendment - Res 237-18 Kutak Rock, LLP contract, 237-18 RFQ 18-14 Kutak Rock, LLP



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1008

Bond Counsel Legal Services

A RESOLUTION TO APPROVE A CONTRACT WITH KUTAK ROCK, LLP PURSUANT TO RFQ 18-14 FOR BOND COUNSEL SERVICES AS NEEDED THROUGH DECEMBER 31, 2024

WHEREAS, Kutak Rock, LLP has provided excellent bond counsel services for various bonds issued by the City of Fayetteville for the last several years; and

WHEREAS, a City selection committee reviewed applications from three potential bond counsel firms prior to selecting Kutak Rock, LLP as bond counsel subject to City Council approval.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the selection of Kutak Rock, LLP as the City's Bond Counsel pursuant to RFQ 18-14 and authorizes Mayor Jordan to sign a contract with Kutak Rock, LLP to serve as the City's Bond Counsel through December 31, 2024.

City of Fayetteville Staff Review Form

2023-1008

Item ID

9/5/2023

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

Paul A. Becker

8/10/2023

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a one-year contract extension with Kutak Rock, LLP to provide bond counsel services for the City during the bond process.

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: N/A

Previous Ordinance or Resolution # 237-18

Change Order Number: N/A

Approval Date: 11/20/2018

Original Contract Number: N/A

Comments:

City of Fayetteville
Contract Amendment #1
Bond Counsel Services – Resolution 237-18

This contract amendment executed this ____ day of _____, 2023, between the City of Fayetteville, Arkansas, and Kutak Rock, LLP in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Approval to extend the current contract with Kutak Rock, LLP, through RFQ 18-14, to continue to provide bond counsel services for the City during the bond issuance process through December 31, 2024.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2023.

KUTAK ROCK, LLP

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Signature

By: _____
LIONELD JORDAN, Mayor

Printed Contractor Name & Title

ATTEST (Signature)

ATTEST: (Signature)

Company Secretary (Printed Name)

Kara Paxton, City Clerk, Treasurer

Business Address

City, State & Zip Code

Date Signed: _____

Date Signed: _____



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

Resolution: 237-18

File Number: 2018-0630

RFQ 18-14 KUTAK ROCK, LLP:

A RESOLUTION TO APPROVE A CONTRACT WITH KUTAK ROCK, LLP PURSUANT TO RFQ 18-14 FOR BOND COUNSEL SERVICES AS NEEDED THROUGH DECEMBER 31, 2023

WHEREAS, Kutak Rock, LLP has provided excellent bond counsel services for various bonds issued by the City of Fayetteville for the last several years; and

WHEREAS, a City selection committee reviewed applications from three potential bond counsel firms prior to selecting Kutak Rock, LLP as bond counsel subject to City Council approval.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the selection of Kutak Rock, LLP as the City's Bond Counsel, pursuant to RFQ 18-14, and authorizes Mayor Jordan to sign the contract with Kutak Rock, LLP to serve as the City's Bond Counsel through December 31, 2023.

PASSED and APPROVED on 11/20/2018

APPROVED:

A blue ink signature of Lionel D. Jordan, Mayor of Fayetteville, Arkansas. The signature is written in a cursive style and is positioned above the name "LIONELD JORDAN, Mayor".

LIONELD JORDAN, Mayor

ATTEST:

A blue ink signature of Sondra E. Smith, City Clerk Treasurer of Fayetteville, Arkansas. The signature is written in a cursive style and is positioned above the name "SONDRA E. SMITH, City Clerk Treasurer".

SONDRA E. SMITH, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0630

Agenda Date: 11/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

RFQ 18-14 KUTAK ROCK, LLP:

A RESOLUTION TO APPROVE A CONTRACT WITH KUTAK ROCK, LLP PURSUANT TO RFQ 18-14 FOR BOND COUNSEL SERVICES AS NEEDED THROUGH DECEMBER 31, 2023

WHEREAS, Kutak Rock, LLP has provided excellent bond counsel services for various bonds issued by the City of Fayetteville for the last several years; and

WHEREAS, a City selection committee reviewed applications from three potential bond counsel firms prior to selecting Kutak Rock, LLP as bond counsel subject to City Council approval.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the selection of Kutak Rock, LLP as the City's Bond Counsel, pursuant to RFQ 18-14, and authorizes Mayor Jordan to sign the contract with Kutak Rock, LLP to serve as the City's Bond Counsel through December 31, 2023.

City of Fayetteville Staff Review Form

2018-0630

Legistar File ID

11/20/2018

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

Andrea Foren

11/2/2018

PURCHASING (160)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a five-year contract with Kutak Rock, LLP, through RFQ 18-14, to provide bond counsel services for the City during the bond issuance process through December 31, 2023.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20180321

Purchase Order Number: N/A

Previous Ordinance or Resolution # 04-14

Change Order Number: N/A

Approval Date:

Original Contract Number: N/A

Comments: Amount of legal fees will vary with each bond issue. Each bond issue will be approved by the Fayetteville City Council.



MEETING OF NOVEMBER 20, 2018

TO: Mayor and City Council

THRU: Paul A. Becker, Chief Financial Officer

FROM: Andrea Foren, Purchasing Manager

DATE: Friday, November 2, 2018

SUBJECT: Approval of a five-year contract with Kutak Rock, LLP for bond counsel legal services

RECOMMENDATION:

Approval of a five-year contract with Kutak Rock, LLP, through RFQ 18-14, to provide bond counsel services for the City during the bond issuance process through December 31, 2023.

BACKGROUND:

The City issues bonds to provide funding for City Council approved projects. Due to the complexity and nature of bond issues, the City has a need to acquire third party legal services in connection with the bond issuance process.

DISCUSSION:

The City advertised RFQ 18-04, Bond Counsel on August 13, 2018 and performed vendor outreach to local firms with bond counsel experience. A total of three law firms responded. On September 24, 2018 the selection committee voted Kutak Rock, LLP as the top ranked firm according to the selection criteria presented in the request for statements of qualification. The City entered into contract negotiations with Kutak Rock, LLP and presents the attached contract for consideration.

BUDGET/STAFF IMPACT:

The cost of bond counsel services is payable from the proceeds of the successful sale of the City's bonds. The City of Fayetteville will negotiate proper and fair fees for each proposed bond issue.

Attachments:

Contract with Kutak Rock, LLP including Appendix A, B and C



CITY OF
FAYETTEVILLE
ARKANSAS

CONTRACT FOR BOND COUNSEL SERVICES

Reference: RFQ 18-14, Bond Counsel

Vendor: Kutak Rock, LLP

Term: Five (5) years through December 31, 2023

This contract executed this 20th day of November 2018, between the City of Fayetteville, Arkansas acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY), and Kutak Rock, LLP (hereinafter called Kutak Rock) in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The City of Fayetteville desires to hire Kutak Rock, LLP to provide bond counsel legal services as explained in RFQ 18-14 during the term of this agreement. Kutak Rock, LLP was selected by a City of Fayetteville selection committee after a competitive Request for Qualifications process, hereby identified as RFQ 18-14. Although Kutak Rock, LLP's entire Bond Legal Department was considered during this selection process, the City's excellent experience working with Gordon Wilbourn was a major component of the City's selection of Kutak Rock, LLP as its Bond Counsel.
2. The City of Fayetteville agrees to negotiate with Kutak Rock, LLP to determine the proper and fair Bond Counsel Fee for each proposed bond issue. The Bond Counsel Fee to be paid from bond sale proceeds will be the **only** payments made by the City of Fayetteville for Kutak Rock, LLP's Bond Counsel Fee and related services.
3. Kutak Rock, LLP agrees to continue services to the City of Fayetteville as its Bond Counsel and to negotiate with the City for each bond issuance concerning the fair amount of Bond Counsel Fee for such bond issuance. Kutak Rock, LLP agrees to not charge further fees without prior written agreement with the City of Fayetteville.
4. Kutak Rock, LLP agrees that its fees shall only become payable and be paid from proceeds from the successful sale of the proposed bond issuance by the City of Fayetteville. If, for whatever reason the proposed bonds are not issued or sold, Kutak Rock, LLP agrees to make no claim for compensation for its services provided in anticipation of the issuance and sale of the City of Fayetteville's bonds.
5. This contract shall be effective from the date of its approval by both parties until December 31, 2023. However, in the event Gordon Wilbourn no longer is the primary assigned person for the City of Fayetteville's proposed bond issues, the City of Fayetteville may terminate this contract within thirty (30) days written notice to Kutak Rock, LLP and engage in another Request for Qualifications selection process. Furthermore, both parties have a right to terminate this contract upon ninety (90) calendar days written notice to the other party. In the event of termination, claims for compensation owed the consultant by the City shall be limited to verifiable services rendered.
6. The Contract documents which comprise the contract between the City of Fayetteville and Kutak Rock, LLP consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. **Appendix A:** Request for Statements of Qualification identified as RFQ 18-14 with the specifications and conditions typed thereon.
 - b. **Appendix B:** Kutak Rock, LLP statement of qualification
 - c. **Appendix C:** Kutak Rock, LLP Certificates of Insurance
7. These Contract documents constitute the entire agreement between the City of Fayetteville and Kutak Rock, LLP and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Kutak Rock, LLP.
8. Kutak Rock, LLP shall not assign its duties under the terms of this agreement.

9. Kutak Rock, LLP agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Kutak Rock, LLP performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
10. Kutak Rock, LLP shall furnish certificates of insurance addressed to the City of Fayetteville, showing coverage for insurance listed in **Appendix C** which shall be maintained throughout the term of the Contract. Such certificate shall be provided to the City within seven (7) calendar days after contract award.
- a. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Kutak Rock, LLP shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by Kutak Rock, LLP.
11. Kutak Rock, LLP to furnish proof of licensure as required by all local and state agencies.
12. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
13. 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.

In agreement with all the terms and conditions above, we sign below:

KUTAK ROCK, LLP

By: Gordon M. Wilbourn

Gordon M. Wilbourn, Partner

CITY OF FAYETTEVILLE, ARKANSAS

By: Lionel Jordan

Lionel Jordan, Mayor

ATTEST:

Sondra E. Smith
Sondra E. Smith, City Clerk





CITY OF
FAYETTEVILLE
ARKANSAS

Purchasing Division, Room 306
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 479-575-8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATION: RFQ 18-14, Bond Counsel

DEADLINE: Thursday September 06, 2018 prior to 2:00:00 PM, local time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 08/13/2018

REQUEST FOR STATEMENT OF QUALIFICATION

RFQ 18-14, Bond Counsel

No late qualifications will be accepted. RFQ'S shall be submitted in sealed envelopes labeled with the project name, contact name, and address of the Proposer.

RFQ's shall be submitted in accordance with the attached City of Fayetteville specifications and RFQ documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

Submittals shall be submitted in sealed envelopes labeled with the solicitation number, solicitation name, and the name and address of the firm.

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 submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

City of Fayetteville
RFQ 18-11, C Services for Cultural Arts Corridor
Advertisement

City of Fayetteville, Arkansas
Request for Statements of Qualification
RFQ 18-14, Bond Counsel

The City of Fayetteville, Arkansas is requesting proposals for firms capable of providing bond counsel legal services for potentially the next five (5) years.

To be considered, statements of qualification shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas by Thursday September 06, 2018 before 2:00:00 PM, local time.

Forms & addendums can be downloaded from the City's web site at <http://fayetteville-ar.gov/bids>. All questions regarding the process should be directed to Les McGaugh at lmcgaugh@fayetteville-ar.gov or (479)575-82.

Statements of qualification submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein, and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE, ARKANSAS
By: Les McGaugh
Title: Purchasing Agent
Ad dates: 08/13/2018

City of Fayetteville
RFQ 18-14, Bond Counsel
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City of Fayetteville
RFQ 18-14, Bond Counsel
SECTION A: General Terms & Conditions

1. SUBMISSION OF A STATEMENT OF QUALIFICATION SHALL INCLUDE:

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in this document as equal to statement of qualification.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.
- c. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers are also allowed to submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- d. All Proposers shall submit eleven (11) identical paper copies of their statement of qualification as well as one (1) electronic copy on a properly labeled CD or other electronic media device. The electronic copy submitted should be submitted as a SINGLE FILE in format acceptable to Adobe in a save-able format. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed and at that time only for the intended selection.
- f. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- h. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.
- i. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- j. Proposer is advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- k. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-

mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract.

3. RIGHTS OF CITY OF FAYETTEVILLE IN THIS PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others. If no final agreement can be achieved with the highest-ranking firm, the City reserves the right to negotiate with the second highest-ranking firm, and so on until the City achieves a final agreement.
- b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFQ as long as all financial terms and conditions are satisfactory to the City. If terms and conditions are not agreed, the City may award to a lower ranked proposer. Proposers are not guaranteed to be ranked.

5. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of

the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for statements of qualification. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

11. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for statements of qualification apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFQ. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFQ. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing. The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

17. CANCELLATION:

- a. 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.
- b. 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.
- c. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

18. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The CMAR shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFQ.
- b. In the event of a corporate acquisition and/or merger, the CMAR shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFQ, without exception shall constitute approval for purpose of this Agreement.

19. NON-EXCLUSIVE CONTRACT:

Award of this RFQ shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

20. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFQ from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

21. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFQ and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

22. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

Proposers shall use the original RFQ form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFQ form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFQ documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFQ response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFQ response and presented in the form of an addendum to the original RFQ documents.

23. LOBBYING:

Lobbying or communicating with selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is **strictly prohibited** either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities or communication shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

24. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred company with the federal, any state, or local government.

25. OTHER GENERAL CONDITIONS:

- a. Proposers shall provide the City with proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for statements of qualification is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

- e. Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for statements of qualification. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFQ. The RFQ is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFQ's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. INSURANCE:

- a. Any project selected under this RFQ shall require professional liability insurance in the amount of \$5 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is awarded a contract. Certificate of insurance shall be provided within 10 (ten) calendar days after contract award.
 - i. Professional Liability Insurance, inclusive of errors and omissions: Minimum \$5 million
 - ii. Worker's Compensation: Statutory amount
 - iii. General Automotive Insurance as required by state law

27. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. **30 Points** – Specialized experience and technical competence of the firm with respect to the type of professional services required
2. **25 Points** – Capacity and capability of the firm the perform the work in question including specialized services, within the time limitations fixed for the completion of the project
3. **25 Points** – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines.
4. **20 Points** – Firm's proximity to and familiarity with the area in which the project is located

*****NOTE: Fees shall NOT be included with any statement of qualification.** Price shall not be a considered factor used to select a vendor. Price and fees will not be considered until the negotiating process and will be a factor in the award of any proposed contract. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor.

City of Fayetteville
RFQ 18-14, Bond Counsel
SECTION C: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____ 2. _____
COMPANY NAME COMPANY NAME

CITY, STATE, ZIP

CITY, STATE, ZIP

CONTACT PERSON

CONTACT PERSON

TELEPHONE

TELEPHONE

FAX NUMBER

FAX NUMBER

E-MAIL ADDRESS

E-MAIL ADDRESS

3. _____
COMPANY NAME

4. _____
COMPANY NAME

CITY, STATE, ZIP

CITY, STATE, ZIP

CONTACT PERSON

CONTACT PERSON

TELEPHONE

TELEPHONE

FAX NUMBER

FAX NUMBER

E-MAIL ADDRESS

E-MAIL ADDRESS

1. Disclosure Information

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. Additional Information

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE:** Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

Appendix A

3. Please 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 RFQ 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 vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

5. 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.

6. SUB CONSULTANTS AND TEAM INFORMATION:

Proposer, hereby certifies that proposals from the following consultants were used in the preparation of this statement of qualification. Proposer also agrees if the following subcontracts are approved, Proposer shall not enter into contracts with others for these divisions of the work without prior written approval from the City of Fayetteville. Proposer shall attach additional pages if necessary.

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID#: _____

PHONE: _____

E-MAIL: _____

Signed by :

SIGNATURE: _____

PRINTED NAME : _____

TITLE: _____

DATE: _____

1.) COMMUNITY OVERVIEW:

- a. The City of Fayetteville, Arkansas, County Seat of Washington County is located in the northwest corner of Arkansas. It is a city of the first class in the State of Arkansas with an approximate population of 76,000 citizens and a regional population base of over 350,000. Fayetteville is home to the principal campus of the University of Arkansas, which has contributed to higher education in the area for over 100 years.

2.) CAPITAL FINANCIAL PLANNING:

- a. The northwest Arkansas region has witnessed explosive growth and development over the past twenty years. This growth has heavily taxed infrastructure capacity of Fayetteville and its neighboring communities. The City of Fayetteville develops on a biennial basis a Five-Year Capital Improvements Program (CIP). The City's philosophy concerning the use of the CIP is that it should be considered as a financial planning tool that lists the City's capital improvement projects, places the projects in a priority order, and schedules the projects for funding and implementation. The City has historically funded the CIP primarily on a pay-as-you-go basis. However, for major construction projects such as water and sewer system improvements, road projects, trail projects and building projects, Sales and Use Tax bonds and revenue bonds have been issued. The City has also issued Amendment 78 bonds for short term obligations.

3.) CURRENT BOND ISSUES:

- a. See Appendix A

4.) FUTURE BOND ISSUES:

- a. The City is anticipating a bond issue of approximately \$180 million dollars in 2019. This must first be approved by the voters. The issue would be a revenue bond issue supported by pledging sales taxes.

In Addition to that plan, the City will continue to evaluate opportunities to refinance existing bond issues if it economically in the City's best interest.

After 2019, no large bond issues are anticipated; however, the need for smaller revenue bond issues may be incorporated.

GO bonds or private placement bonds are rarely used but could be issued if the need arises.

5.) INTENT:

- a. All submitted proposals received will be maintained on file through the end of 2018. The City expects to select a primary counsel for the entire term of the request and reserves the right to select other firms if specialized qualifications are needed.

6.) SCOPE OF WORK: In serving as bond counsel to the City, the selected firm will be expected to perform said scope of services. Also, all statements shall indicate compliance with the following requested Scope of Work:

- a. Communicate with members of City staff as necessary to assist in planning the financing and structuring of the designated bond issuance.
- b. Opine that the issuer is duly created and validly existing as the body of the State of Arkansas with authority to adopt legislation relating to the issuance of bonds and has the legal authority to issue bonds.
- c. Review documents prepared by other counsels that may be involved in the financing team and express an opinion on said bonds as requested.
- d. Prepare trust indentures, bond ordinances and/or resolutions, arbitrage certificate, notices of sale, tax certificates, and other related legal documents.
- e. Assist in various aspects of preparing the preliminary and final Official Statements or any other related disclosure documents to be distributed in connection with the sale of bonds.

- f. Issue interim and final approving opinions, as required, concerning matters of legality and tax exemption under federal and state securities laws.
- g. Advise and assist in planning the procedures and documentation necessary for utilizing the bond proceeds for the proposed project(s).
- h. Advise and assist in planning for the sale of bonds.
- i. Attend City Council meetings to provide presentations and updates on matters of concern to the legislative body.
- j. Supervise the printing and delivery of the bonds.
- k. Prepare any required legal research, correspondence, and preparation of memoranda or other documents related to the issuance of the bonds or the planning and construction of the project as required.

7.) OTHER WORK IF NEEDED:

- a. Prepare documentation necessary to allow for local interim financing pending issuance of the definitive bonds, if required due to market conditions.
- b. Assist with and prepare for rating agency hearings including attendance at meetings and follow-up on any detailed information requested.

8.) STATEMENT OF QUALIFICATION SUBMITTAL: Statements of qualification shall not include any pricing information. Price will be negotiated with the firm recommended most qualified by the selection committee and shall not be included in any firms response or statement of qualification. In responding to this request for statement of qualifications, firms should include the following information in addition to other requested information and pertinent company information related to the selection criteria:

- a. Statements should be prepared simply and economically, providing a straight forward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes and City required forms and requested items.
- b. Resumes of all key persons from the firm who are expected to be involved in the scope of work as outlined above. Resumes should be limited to one (1) page.
 - i. Experience with different municipal debt structure types and amounts of debt;
 - ii. Knowledge of federal and state tax and disclosure laws and regulations as they pertain to municipal debt;
 - iii. Experience in drafting legal documents relating to municipal debt issuance.
 - iv. Position title, company tenure, experience, other relative information
- c. A client reference list for which similar work has been performed within the past five (5) years.
- d. Include any other information that might be helpful to assist the City in understanding the firm's unique qualifications to perform bond counsel services for the City of Fayetteville.
- e. Company:
 - i. **Experience:** Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.
 - ii. **Company Principals:** Provide a brief biographic overview of the Company's key principals.
 - iii. **Capabilities:** Proposer shall provide a description of limitations relative to facilities, staff personnel, on-going projects/ contracts, etc. Specifically, provide statement of qualification what priority will be placed on this project.
 - iv. **Company Organization:**

1. **Primary Business:** Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.
2. **Company History:** Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

9.) CONTRACT FORMATION:

- a. If the negotiation produces mutual agreement, the draft contract as a part of this package will be constructed and forwarded to the Fayetteville City Council for approval. If negotiations with the highest ranking Proposer fail, negotiations shall be initiated with the next highest ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

10.) TERM OF CONTRACT:

- a. The initial term of the contract shall be for a period of one (1) year, starting with the date approved by the Fayetteville City Council. The contract shall be renewable by mutual consent, at a mutually agreed fee for work assigned on an annual basis thereafter for four (4) additional years, for a total contract term of five (5) years. In the event of termination, claims for compensation owed the consultant by the City shall be limited to verifiable services rendered. The City reserves the right not to use the "primary" contract solely. The City reserves the right to contract with any firm responding to this request, based on specific project needs and experience needed.

11.) DEMONSTRATION & ORAL PRESENTATION:

- a. Following the evaluation of the proposals, the Selection Committee may request that the top ranking firms make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.
- b. A demonstration of the system may be required before a final decision is made. The purchasing agent will schedule all demonstrations.

12.) SELECTION CRITERIA: The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposal. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee.

- a. 30 Points – Specialized experience and technical competence of the firm with respect to the type of professional services required;
- b. 25 Points – Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project;
- c. 25 Points – Past record of performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules and deadlines; and
- d. 20 Points – Firm's proximity to and familiarity with the area in which the project is located.

13.) ANTICIPATED PROJECT TIMELINE: *subject to change*

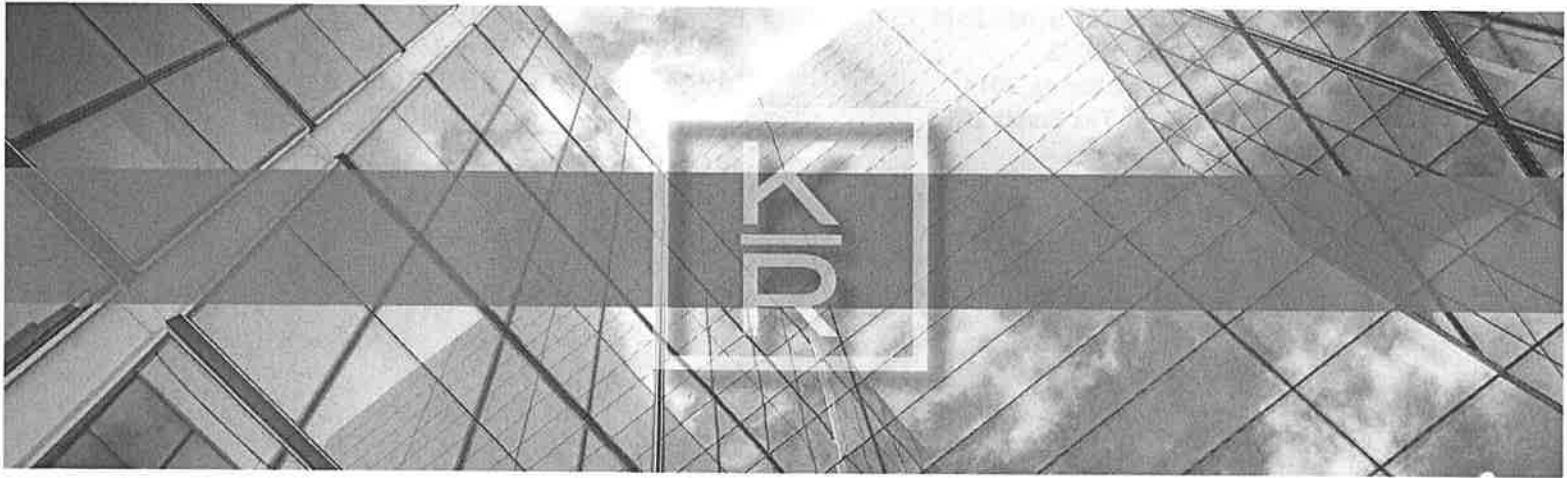
Date	Time	Description
Monday, August 13, 2018	N/A	Advertisement for RFQ
Thursday, September 06, 2018	2:00 PM	Deadline to submit a Statement of Qualification
Wednesday, September 26, 2018	N/A	Contract negotiations finalized and contract signed by Vendor
Friday, September 28, 2018	4:00 PM	Deadline for packet to be turned into City Clerk's Office for 10/16/18 City Council Meeting (internal deadline for contract signatures, etc.)
Tuesday, October 09, 2018	4:30 PM	Agenda Session for 10/16/18 City Council Meeting
Tuesday, October 16, 2018	6:00 PM	City Council Meeting to consider contract

Appendix A
CITY OF FAYETTEVILLE, ARKANSAS
BONDED INDEBTEDNESS
6/30/2018

DESCRIPTION

Water and Sewer Revenue Bonds, Series 2014	\$	3,710,000
Library Improvement Bonds 2017		25,820,000
Wastewater/Street/Trail Improvements Sales Tax Bonds 2006		10,245,000
Wastewater Improvements Sales Tax Bonds 2007		5,200,000
Street and Trails Improvements Sales Tax Bonds 2009		2,860,000
Tax Increment Financing Bonds		2,910,000
Street Improvements Sales Tax Bonds 2013		12,925,000
Parking Deck Bonds, Series 2012		5,345,000
Hotel, Motel and Restaurant Bonds, 2014		10,075,000
Street Improvements Sales Tax Bonds 2015		4,915,000
	\$	<u>84,005,000</u>

KUTAKROCK



Qualifications to Provide
Bond Counsel Services to

City of Fayetteville

Response to RFQ 18-14—Bond Counsel

August 30, 2018
kutakrock.com



CITY OF
FAYETTEVILLE
ARKANSAS

Purchasing Division, Room 306
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 479-575-8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATION: RFQ 18-14, Bond Counsel

DEADLINE: Thursday September 06, 2018 prior to 2:00:00 PM, local time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 08/13/2018

REQUEST FOR STATEMENT OF QUALIFICATION

RFQ 18-14, Bond Counsel

No late qualifications will be accepted. RFQ'S shall be submitted in sealed envelopes labeled with the project name, contact name, and address of the Proposer.

RFQ's shall be submitted in accordance with the attached City of Fayetteville specifications and RFQ documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

Submittals shall be submitted in sealed envelopes labeled with the solicitation number, solicitation name, and the name and address of the firm.

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 submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.

Name of Firm: Kutak Rock LLP

Contact Person: Gordon M. Wilbourn Title: Partner

E-Mail: gordon.wilbourn@kutakrock.com Phone: 501-975-3101

Business Address: Suite 2000, 124 West Capitol Avenue

City: Little Rock State: AR Zip: 72201-3740

Signature:  Date: August 30, 2018

KUTAKROCK

Kutak Rock LLP
124 West Capitol Avenue, Suite 2000, Little Rock, AR 72201-3740
234 East Millsap Road, Suite 200, Fayetteville, AR 72703-4099

Gordon M. Wilbourn
501.975.3101
gordon.wilbourn@kutakrock.com

August 30, 2018

VIA FEDEX

Mr. Les McGaugh
Purchasing Agent
City of Fayetteville
Room 306
113 West Mountain
Fayetteville, AR 72701

Re: Qualifications to Provide Bond Counsel Services in Response to RFQ No. 18-14

Dear Mr. McGaugh:

Kutak Rock LLP is pleased to respond to the City of Fayetteville's Request for Statements of Qualification Number 18-14 to provide bond counsel services in connection with various capital improvement projects for a period of five years. We believe the enclosed proposal will fully satisfy the City's information requirements.

We are a national law firm that specializes in state and local government financing. Widely recognized for creativity, the firm has been listed among Thomson Reuters' most active bond counsel firms in the nation, quantified by dollar volume, in every year since such rankings were first compiled in the mid-1980s. In recent years Kutak Rock has often served as counsel in financings selected by *Institutional Investor* and *The Bond Buyer* as "Deals of the Year." The firm takes a positive role in financings, working with other members of the financing team to complete a successful transaction that provides the greatest benefit possible to its clients.

As our qualifications statement explains, Kutak Rock has substantial experience providing legal services to Arkansas governmental entities in a variety of bond financings. In recent years the firm has provided bond counsel services to the City of Fayetteville in connection with water and sewer, street, public parking, library and parks improvements and other capital improvement projects. We have also served as bond counsel to such entities as the Arkansas Development Finance Authority, the University of Arkansas System, the City of Little Rock, the City of North Little Rock, the City of Conway, the Public Building Authority of the City of North Little Rock, the Pulaski County Public Facilities Board, Board, the City of Siloam Springs Public Facilities Board, the City of Mountain Home, the City of Clarksville, the City of Texarkana, North Arkansas College, Washington County, Baxter County, Boone County, Johnson County, Phillips County, Saline County and Van Buren County, among others.

Kutak Rock also has substantial experience serving as bond counsel to municipal governments outside Arkansas. For example, we currently serve as bond counsel to the City and County of Denver, the City of Los Angeles, the City of Omaha, the City of Madison and the City of Boulder and Boulder County,

KUTAKROCK

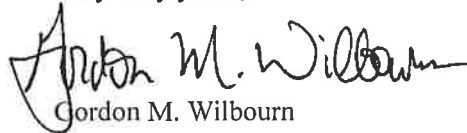
Mr. Les McGaugh
August 30, 2018
Page 2

Colorado, among a number of others. In some of these engagements we handle all financings for the governmental entity, and in others we serve for only discrete programs. These engagements have provided the firm with a vast store of experience to draw on when acting as bond counsel to cities and counties.

In a collaborative professional effort, Kutak Rock's public finance practice is carried out by over 110 lawyers located in offices nationwide. Kutak Rock offers experienced bond lawyers with access to a tremendous wealth of professional resources concerning public finance. The backbone of the public finance practice is a corps of nine tax attorneys who devote substantially all of their time to tax matters related to the structuring of tax-exempt financings and related arbitrage matters. Through their analytical expertise, the firm has been able to adopt tax positions and obtain tax rulings that provide our clients with often unexpected benefits.

Thank you for the opportunity to submit our qualifications. Please call me at 501-975-3000 or e-mail me at gordon.wilbourn@kutakrock.com if you would like to discuss our statement of qualifications or if you would like further information about Kutak Rock.

Very truly yours,



Gordon M. Wilbourn

Enclosure

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**QUALIFICATIONS TO PROVIDE
BOND COUNSEL SERVICES TO
CITY OF FAYETTEVILLE**
IN RESPONSE TO RFQ 18-14

INTRODUCTION

Kutak Rock LLP is a national firm of more than 500 lawyers with offices in Fayetteville, Little Rock and Rogers, Arkansas as well as in Atlanta, Chicago, Denver, Irvine, Kansas City, Los Angeles, Minneapolis, Omaha, Philadelphia, Richmond, Scottsdale, Spokane, Springfield, Washington, D.C. and Wichita. The firm serves local, regional and national clients in a practice that spans a broad range of disciplines.

Founded as a three-lawyer practice in 1965, the firm has risen to prominence through its dedication to service and its ability to create innovative solutions to satisfy clients' needs. Kutak Rock's expansion to cities across the country, paralleling the firm's growth in reputation, demonstrates the entrepreneurial spirit that is the firm's hallmark.

Kutak Rock is a full-service law firm maintaining expertise in the areas of public finance, affordable housing, real estate, general corporate law, corporate finance, tax credits, litigation, securities, intellectual property and technology law, labor and employment law, employee benefits law, securitization, tax, banking, bankruptcy, healthcare law, insurance, antitrust, environmental law, federal practice and international trade. The attorneys of Kutak Rock work together in integrated, national practice groups to maintain and enhance their technical expertise and to reinforce and support one another in achieving client objectives.

The firm's Public Finance Department is organized on a national level to coordinate delivery of the best expertise to individual clients and to ensure that the firm's professional standards are maintained. Within the firm, more than 110 lawyers devote substantially all or a major part of their practice to public finance.

This proposal, submitted in response to Request for Statements of Qualifications Number 18-14, contains Kutak Rock's qualifications to serve as bond counsel to the City of Fayetteville (the "City") for a five-year term. We have responded in sequence to the information requests in section E.8 of the City's RFQ.

EXECUTIVE SUMMARY

Kutak Rock is pleased to have this opportunity to submit our qualifications to serve as bond counsel to the City of Fayetteville. The attached proposal contains our credentials for serving as bond counsel for various types of financings and identifies attorneys in the firm who are qualified to provide the requested services.

Kutak Rock is a nationally recognized public finance law firm with offices in 18 cities, including offices in Little Rock, Fayetteville and Rogers, Arkansas. Attorneys based in the Little Rock office would be responsible for providing most of the bond counsel services to the City.

In Arkansas, the firm has served as bond counsel, special tax counsel, underwriter's counsel, disclosure counsel and credit enhancer's counsel in financings for a wide variety of municipal and state projects. Firm records show that Kutak Rock has provided services in more than 500 Arkansas bond issues with an aggregate principal amount exceeding \$13 billion. Kutak Rock served as bond counsel in more than 275 of such financings aggregating more than \$5.3 billion.

In recent years the firm has served as bond counsel to a number of Arkansas municipal entities in connection with their public financings. Such issuers include the City of Fayetteville, the City of Little Rock, the City of North Little Rock, the City of Conway, the City of Clarksville, the City of Texarkana, the City of Mountain Home, the City of Lowell and the City of Tontitown, among many others.

We have been pleased to serve as bond counsel to the City since 2002 in connection with its Sales and Use Tax Capital Improvement Bond program for seven new-money issues and one refunding (in two series) aggregating \$187.3 million and \$72 million, respectively. In addition, we note that **Gordon Wilbourn**, the partner proposed to serve as the lead attorney for the City's financings, has served as lead bond counsel to the City for a total of 23 issues since 1999 with an aggregate principal amount exceeding \$368 million.

Kutak Rock has participated in more than 375 tax-backed revenue bond issues having a total principal amount of more than \$18 billion, having served as bond counsel for sales tax revenue bond issues of the Cities of Fayetteville, Conway and Clarksville, Arkansas, the Los Angeles County Metropolitan Transportation Authority, the State of Illinois, the Cities of Boulder and Colorado Springs, Colorado and the Cities of Wichita and Overland Park, Kansas, among many others.

The firm has also accrued significant experience providing legal services to municipal issuers of debt to finance water and sewer system projects. In the last five years alone, Kutak Rock has provided legal services in more than 275 bond issues for water and sewer facilities having an aggregate principal amount exceeding \$12.6 billion for issuers large and small—for states and major metropolitan areas as well as townships and villages.

Kutak Rock has taken part as bond counsel, underwriter's counsel or special tax counsel or in miscellaneous other roles in more than 600 financings involving tax anticipation notes (TANs), tax and revenue anticipation notes (TRANs), commercial paper and similar short-term financing instruments. These transactions, completed for state and local governments in 38 states and the District of Columbia, have an aggregate principal amount in excess of \$58.3 billion. We have been gratified to serve as bond counsel to the City and to various other Arkansas cities and counties in connection with numerous short-term general obligation (Amendment 78) and special revenue (Amendment 65) financings.

The attorneys we propose to provide services to the City are highly experienced lawyers with expertise in Arkansas state law and in sales and use tax and revenue bond financings, water and wastewater finance and general obligation bonds, as well as financings with industrial development or economic development authorities, community development authorities and regional jail authorities. **Gordon Wilbourn**, who would coordinate matters with the City, has many years' experience as bond counsel to Arkansas municipalities. **Jim Hathaway**, another veteran bond lawyer in our Little Rock office, also has broad experience with a variety of types of financings. These local Arkansas lawyers are backed up by a group of more than 110 public finance lawyers nationwide whose expertise is readily available to assist with any unusual issue that may arise in connection with a City financing.

The firm has a nine-member Internal Revenue Code Section 103 (tax-exempt public finance) Tax Department that works as a well-coordinated unit, sharing viewpoints on tax issues and coming to a consensus on difficult questions. Matters related to arbitrage are a major area of their expertise. The firm maintains a separate subsidiary that prepares arbitrage rebate calculations for scores of issuer clients.

We respectfully submit our widely ranging experience in governmental finance, our thorough understanding of federal and state securities laws and our overall expertise in tax-exempt bond finance as Kutak Rock's primary qualifications to serve as bond counsel to the City.

STATEMENT OF QUALIFICATIONS

B. RÉSUMÉS OF KEY PERSONNEL

Should Kutak Rock be appointed bond counsel to the City, the firm would assign **Gordon M. Wilbourn, Jim Hathaway** and **Larry L. Carlile** to the engagement with the City. Mr. Wilbourn would serve as the lead attorney for the engagement, coordinate the participation of other members of the working group and act as the principal contact person at the firm for City officials. Mr. Hathaway would assist Mr. Wilbourn with legal research and document preparation. Mr. Carlile, one of the firm's public finance tax practitioners, would conduct the tax analysis and prepare all necessary tax opinions. Brief résumés of members of this group follow.

Gordon M. Wilbourn, a partner of Kutak Rock, practices in the firm's Little Rock office. Until early 1998 Mr. Wilbourn was a partner in the Rose Law Firm in Little Rock, conducting a transactional practice in the areas of public finance and corporate finance. He has more than 30 years of experience serving as bond counsel and underwriter's counsel in a variety of public finance transactions that include water and sewer, general obligation, utility revenue, sales and use tax, tax increment, special assessment, hospital, higher education, multifamily, exempt facility and industrial development issues. Mr. Wilbourn has significant experience in all phases of the financing process, from providing legal advice on financing structures and techniques through the final preparation of bond transaction documents. He has led the firm's bond counsel representation of the City of Fayetteville since 1999. In addition, he has served as disclosure counsel to multiple Arkansas municipalities and counties. In addition to Fayetteville, Mr. Wilbourn has served as bond counsel on numerous financings for such issuers as the Cities of Little Rock, Conway, Texarkana, Clarksville, Lowell and Mountain Home, among others. In addition, he has participated as bond counsel or underwriter's counsel for various types of bonds issued by the Arkansas Development Finance Authority. He was named a leading lawyer in his practice area in the 2018 Edition of *Chambers USA: America's Leading Lawyers for Business*. He was also selected for inclusion in the 2017 edition of the *Arkansas Times Best Lawyers in Arkansas* and was recently recognized by his peers as *Lawyer of the Year in Arkansas Public Finance*, as published by *The Best Lawyers in America*. Mr. Wilbourn earned a B.S.B.A. in accounting from the University of Arkansas at Fayetteville in 1983, an M.B.A. from Southern Methodist University in 1984 and a J.D. from the University of Arkansas School of Law in 1987. He is also a certified public accountant (inactive). He is admitted to practice in Arkansas and is a member of the National Association of Bond Lawyers.

Jim Hathaway joined Kutak Rock as a partner in 2002 after 17 years of public finance experience with the Little Rock law firms of Williams & Anderson and Wright, Lindsey & Jennings. During his years of public finance work, Mr. Hathaway has accrued significant experience in all phases of the bond financing process and has worked as bond counsel, issuer counsel, underwriter counsel and trustee counsel in many types of financings and as disclosure counsel for the Arkansas Development Finance Authority ("ADFA"). Mr. Hathaway has represented numerous issuers in Arkansas, including ADFA and the Arkansas Student Loan Authority. He has also served as bond counsel on major financings for the University of Arkansas, including issues to fund major improvements to parking and other educational facilities on the UAMS, UALR and Fayetteville campuses.

He has extensive experience with Arkansas energy law, serving as draftsman for the energy efficiency bond portions of Amendment 89 to the Arkansas Constitution. Mr. Hathaway also participated in the drafting of Act 554 of 2013 and was the primary draftsman for Act 1252 of 2013, which authorizes ADFA to issue energy efficiency bonds on behalf of state agencies. He is a member of the National Association of Bond Lawyers ("NABL") and the Federal Energy Bar Association. Mr. Hathaway is a graduate of the Greater Little Rock Chamber of Commerce's Leadership Institute, and a past president of

the Leadership alumni organization. For the last 11 years he has been named a leading lawyer in his practice area in *Chambers USA: America's Leading Lawyers for Business*, and he was included in the 2017 edition of the *Arkansas Times Best Lawyers in Arkansas*. Mr. Hathaway previously served as president of the UALR Bowen School of Law Alumni Board and currently serves on the Board of Directors of VOCALS. He received his B.A. from Vanderbilt University in 1979 and his J.D., with high honors, from the University of Arkansas at Little Rock Bowen School of Law in 1986. He was Survey Editor of the *UALR Law Journal* while in law school. He is admitted to practice in Arkansas.

Larry L. Carlile, a partner in the firm's Denver office, concentrates his practice in Section 103 tax issues and has particular expertise in matters related to arbitrage and refundings. Mr. Carlile has more than 40 years' experience in computer-based financial analysis and the legal structuring of numerous types of public financings, including major infrastructure projects; water utility issues; single-family and multifamily housing issues; higher education financings; public electric power issues; hospital financings; industrial development and pollution control issues; equipment and other asset pool financings; and a wide variety of other municipal facilities financings. He has provided the tax analysis for numerous Arkansas bond issues. He has also been an active participant in numerous seminars and lecture programs in public finance and tax. Mr. Carlile is a former Chairman of the Task Force on Arbitrage Rebate Rules for the Tax Exempt Financing Committee of the ABA Section of Taxation and a former Chairman of the Arbitrage/Tax Seminar of the National Association of Bond Lawyers ("NABL"). He is a former vice chair of NABL's General Tax Committee and a former chair of the Housing Finance Task Force within the ABA Tax Section, Committee on Tax-exempt Finance, and in the latter position was responsible for preparing recommendations to the IRS for regulatory changes affecting housing finance. He received a B.S., with highest honors, from the University of Kansas in 1970 and a J.D. in 1975 from the University of Chicago. He joined Kutak Rock in 1975.

C. MUNICIPAL BOND COUNSEL CLIENTS

Following is a representative list of cities, counties and municipal financing authorities for which Kutak Rock serves as bond counsel in either an ongoing capacity or in discrete transactions. A completed Vendor References Form is included in Appendix A.

- City of Conway, Arkansas
- City of Fayetteville, Arkansas
- City of Little Rock, Arkansas
- City of Mountain Home, Arkansas
- Van Buren County, Arkansas
- The Industrial Development Authority of the County of Maricopa, Arizona
- City of Bakersfield, California
- City and County of San Francisco, California
- City of Long Beach, California
- City of Los Angeles, California
- Department of Airports of the City of Los Angeles
- Los Angeles County Metropolitan Transportation Authority
- Los Angeles Harbor Department
- Port of Long Beach, California
- San Diego County Regional Airport Authority
- City of Boulder, Colorado
- City of Colorado Springs, Colorado
- City and County of Denver, Colorado
- County of Boulder, Colorado
- El Paso County, Colorado
- Urban Residential Finance Authority of the City of Atlanta, Georgia
- Bloomington-Normal Airport Authority of McLean County, Illinois
- City of Chicago, Illinois
- Cook County, Illinois
- City of Overland Park, Kansas
- City of Shawnee, Kansas
- Johnson County, Kansas
- Water District No. 1 of Johnson County, Kansas
- Housing Opportunities Commission of Montgomery County, Maryland
- Minneapolis-St. Paul Metropolitan Airports Commission
- Airport Authority of the City of Omaha
- City of Omaha, Nebraska
- Douglas County, Nebraska
- Omaha Public Power District
- Incorporated County of Los Alamos, New Mexico
- City of Hampton, Virginia
- City of Virginia Beach, Virginia
- City of Janesville, Wisconsin
- City of Madison, Wisconsin

D. OTHER INFORMATION

Information about Kutak Rock's public finance practice is included in our response to section E.1 below. Following is further information about various firm practice areas which are peripheral to a traditional bond counsel practice. While a number of these specialties may be inapplicable to the City's immediate contemplated financings, others may be particularly relevant.

Tax Expertise

One of Kutak Rock's greatest strengths is its highly respected tax expertise in the area of tax-exempt financing. Kutak Rock's nine Section 103 tax lawyers devote substantially all of their time to tax matters related to tax-exempt financings. This group is involved in hundreds of tax-exempt financings each year. On a daily basis, they interact with issuers, investment bankers, financial advisors, credit providers and lawyers within the firm and in other firms and are frequently in contact with the staff and policy makers at the Internal Revenue Service and the Department of the Treasury.

Every week the members of the Kutak Rock Public Finance Tax Department convene by conference call to discuss current financings in which the firm is involved. Members of the department use this forum to raise unusual or difficult questions concerning the tax implications of ongoing transactions and to solicit the counsel of their colleagues. By concentrating the expertise of all the firm's tax lawyers in this way, the essential elements of a transaction are more likely to become clarified, and a resolution of the issue is more likely to emerge. The firm's use of a group dynamic has been a highly successful approach to resolve what often appear to be intractable problems.

The group approach also serves to keep the firm's tax attorneys fully coordinated with respect to the firm's articulated positions on tax questions that arise repeatedly.

An excellent indicator of the firm's tax expertise is the number and quality of the bond structures developed by the firm's tax lawyers. Kutak Rock developed the current floating rate tender bond program, convinced the IRS that a swap contract should be integrated with a floating rate bond issue with a resulting fixed "yield," developed a contingent interest structure in which the contractor for a major toll road received contingent interest, and developed numerous advance refunding techniques replicated by many bond counsel firms.

Members of the Public Finance Tax Department frequently address client questions with regard to private use of bond-financed facilities. The depth and breadth of the group's experience is an important resource for clients who face unpredictable challenges in attempting to make the best use possible of their facilities within the bounds of applicable tax law. The firm's tax lawyers have obtained a number of positive rulings from the IRS on private use matters.

Kutak Rock serves as special tax counsel in bond financings to a number of municipal issuers. In such role the firm provides the requisite tax analysis and renders an opinion as to the tax-exempt status of the bonds being issued. Thomson Reuters began publishing national rankings for special tax counsel only in 2015. Following are the rankings for Kutak Rock (based on dollar total):

National Special Tax Counsel Rankings			
Year	Rank	Number of Issues	Dollar Total
2017	3	23	\$1.25 billion

2016	4	21	\$1.25 billion
2015	10	34	\$820.2 million

Arbitrage Rebate

In order to assist trustees and issuers to comply with arbitrage rebate requirements, Kutak Rock and its affiliate, Kutak Rock Arbitrage Consulting LLC, have assembled a team of tax attorneys, accountants, financial analysts and other professionals to prepare rebate calculations and deliver opinions. From a mechanical standpoint, Kutak Rock Arbitrage Consulting LLC's rebate determination involves a demanding accounting process. From monthly statements provided by the trustee or issuer, the firm will establish the consolidated investment activity for a particular tax-exempt issue. This process requires a complete understanding of the financial aspects of the transaction and comprehensive review of the underlying legal documents. The process may be reviewed by bond counsel or special tax counsel other than Kutak Rock. Any underpayment of arbitrage rebate adversely impacts not only the taxability of the issuer's bonds but also the issuer's future cash flow. The federal government has revised the rebate rules no fewer than five times since 1986. Taking advantage of benefits permitted by arcane rules in such calculations can often save issuers hundreds of thousands of dollars.

Our arbitrage rebate professionals regularly review rebate calculations performed by others on behalf of our issuer clients, often resulting in significant reductions in the rebate obligations calculated by such other professionals.

This group also has the capacity to perform standard yield calculations and is often called upon to do so in complex transactions such as advance refundings, where complex transferred-proceeds algorithms are dictated by the federal tax laws.

Audits

Kutak Rock has extensive experience in compliance with tax, disclosure and document matters. The firm is regularly retained to represent issuers—and other parties—in tax audits, including bond audits. A Kutak Rock partner in the Washington, D.C. office was formerly an IRS enforcement agent, and the firm regularly calls on his expertise in IRS procedural matters to resolve issues on a quick procedural basis to avoid time-consuming (and costly) resolutions on the merits.

Blue Sky

An important adjunct to the public finance practice is the firm's national Blue Sky Department. Blue Sky regulations exist in each of the 50 states, and compliance with these widely varying laws is an essential component to virtually every transaction involving the registration, offering and sale of securities. Although preempted by federal legislation in many instances, in some cases notice filings and payment of filing fees may still be required by certain states, depending on the type of security being issued.

Disclosure Expertise

As one of the nation's most active firms in the municipal disclosure arena (as evidenced by the firm's consistently high national ranking as disclosure counsel, noted above), Kutak Rock's public finance attorneys have developed an ongoing familiarity with market and regulatory expectations and developments, expertise in the conduct of due diligence investigations, and experience in the evaluation of information for materiality and the SEC-recommended development of disclosure-related procedures and

staff training. The firm regularly advises government officials concerning the preparation of disclosure documents for primary offerings and secondary market continuing disclosure filings, as well as the making of public and private statements relevant to disclosure during press conferences and presentations. Kutak Rock has a concrete, firmwide system in place to monitor and keep abreast of regulatory requirements so that our attorneys and our clients stay informed of regulatory disclosure requirements. Our broad market knowledge and penetration ensures that we can assist our clients to understand regulatory trends, learn quickly of specific developments and be aware of practical developments as they occur across the country.

The firm regularly submits comments to the SEC and others regarding proposed rules and regulations affecting the municipal market. For example, on September 18, 2013 the SEC adopted its final Rule (the “MA Rule”) addressing who is a “Municipal Advisor” and setting forth the regulatory registration scheme. Kutak Rock commented extensively on both the interim MA Rule and the Proposed MA Rule, and in the commentary to the Final MA Rule the SEC cited the firm’s suggestions more than 35 times—more than any other law firm. Previously, on May 26, 2010 the SEC approved a final amendment expanding the scope and reach of Rule 15c2-12, which mandates post-closing continuing disclosure. On that occasion Kutak Rock submitted comments to the proposed amendments. The SEC referenced Kutak Rock’s comment letter nearly 40 times in its adopting release; Kutak Rock was the only law firm cited therein. Through such interaction with the regulators, our firm not only monitors developments, but also acts as a voice for our clients on important issues.

The role of disclosure counsel in an individual transaction versus an ongoing period of time comprised of related transactions is substantively different. In all transactions, whether the former or the latter, disclosure counsel assists the issuer in complying with securities laws and regulations. However, the role of disclosure counsel in an ongoing relationship extends beyond the transaction to assisting the issuer in implementing procedures, fulfilling secondary market continuing disclosure obligations and assuring itself that at all times, even between transactions, it is in compliance with applicable laws and regulations. In a transactional engagement, the role is akin to analyzing a snapshot of the issuer’s disclosure. In an ongoing relationship, the role is like watching a movie of the issuer’s disclosure with continuous footage.

The role of disclosure counsel is especially important at a time when the SEC is expanding its scrutiny of municipal disclosure, as illustrated by recent enforcement actions and inquiries regarding pension disclosure, federal legislation, including the Dodd-Frank Act, rulemaking, such as the expansion of Rule 15c2-12, and statements by SEC staff in various forums to the effect that the SEC is expanding its authority over the municipal markets. While much of the existing authority the SEC and Municipal Securities Rulemaking Board (“MSRB”) have over the municipal market runs to underwriters and market participants other than bond issuers, it is important for bond issuers to keep abreast of such regulatory requirements, as they significantly impact bond issuance, and some regulatory requirements are, of course, passed on to bond issuers through contractual mechanisms in bond purchase contracts and elsewhere. Recent SEC actions against municipal officials underscore the SEC’s intentions.

Real Estate

Kutak Rock also draws on its expertise in related areas of finance when acting as bond counsel. For instance, the firm’s national real estate practice has more than 65 lawyers actively engaged in the practice of commercial real estate lending, real estate and related aspects of bankruptcy and commercial law. Attorneys practicing in these areas provide service for a full spectrum of commercial activities in all 50 states. Clients of this practice area represent all segments of the real estate lending and development industry, including banks, insurance companies, pension funds, credit enhancers, construction contractors, developers, financial institutions, investors, investment advisors, investment bankers, lenders, lessors and

lessees, mortgage conduits, property managers, publicly owned real estate funds and real estate investment trusts (REITs). This extensive experience can be most useful when our clients are developing new multifamily housing programs or need to address real estate issues that arise from time to time.

SEC Regulatory Practice

In the disclosure/SEC area the firm has an extensive technical and litigation practice. On the technical side, the firm regularly deals with questions involving disclosure and SEC-related matters; in fact, over the last 20 years the firm has acted as underwriter's counsel on more municipal bond financings than any other law firm in the country. Moreover, the firm has an active SEC underwriter/issuer litigation defense practice, headed by attorneys who previously worked for the SEC. As part of its proactive practice, the firm also prepared and distributed to its municipal issuer clients a summary of the SEC's position and several suggested simple procedures an issuer can implement to address the SEC's concerns.

Securitization

The firm's vast experience in both the municipal bond and taxable securitization areas gives it a unique perspective on the national bond and structured finance/securitization markets. This is underscored by the firm's extensive practice of working with underwriters, particularly on new products. For example, the firm was counsel on the first floating rate bonds, the first floaters/inverse floaters and the first floaters issued without a liquidity provider.

Securities Laws

The firm is nationally recognized for its experience in bond-related federal securities laws, as well as federal and state tax laws. In the last 35 years the firm has been in the forefront of determining the interplay between federal securities laws, particularly the registration provisions thereof and the new Rule 15c2-12 matters, and municipal bonds. For example, the firm obtained the initial SEC no-action letters on municipal bond insurance, on municipal bond participations, on market rate (80-20) multifamily financings and on FDIC/FSLIC-backed multifamily bonds. The firm was also intimately involved in the rule-making process for Rule 15c2-12, and has advised numerous clients on its application.

E. QUALIFICATIONS OF FIRM**1. Public Finance Experience**

More than 110 Kutak Rock lawyers devote all or a major portion of their practice to the field of public finance and related aspects of law. The firm has served as bond counsel in more than 11,000 municipal bond issues in all 50 states, the District of Columbia, the Virgin Islands, Guam and Puerto Rico. No opinion of the firm with respect to the tax-exempt status of a bond issue has ever been the subject of any court action.

The firm's national prominence is attributable in part to the large number of subspecialties it maintains within the public finance field. These subspecialties run the gamut of tax-backed and revenue bond debt, including traditional general obligation bond issues, tax and revenue anticipation notes, municipal commercial paper, infrastructure financings (including water, sewer and electric bonds), clean water and drinking water revolving funds, higher education, healthcare and other 501(c)(3) conduit financings, special district and tax increment bonds, arena and convention center bonds, solid waste project financings, transportation financings (including airport, mass transit, port and toll road bonds), lease financings (including certificates of participation), single-family and multifamily housing bonds, student loan financings and a wide variety of municipal derivative products.

To complement this expertise, Kutak Rock has a nine-member Section 103 Tax Department (including a former IRS official) specializing in federal tax exemption matters and a number of nationally recognized authorities in the application of the federal securities laws to public finance. The Tax Department attorneys meet weekly via conference call to discuss current tax issues and developments as well as to share information obtained from regular interactions with Department of Treasury and IRS personnel. These tax attorneys also regularly handle IRS bond audits—over 300 to date.

The National Public Finance Department is purposefully organized to match this breadth of expertise with the needs of a diverse client base. Consequently, the firm does not limit its practice focus to one particular role. The firm routinely serves as bond counsel, special tax counsel, issuer's counsel, disclosure counsel, underwriter's counsel, placement agent's counsel, counsel to municipal bond insurance companies and to letter of credit banks and as borrower's counsel in conduit financings.

Kutak Rock has been listed among the most active bond counsel firms in the nation in annual industry rankings since such statistics were first made available. Following are national rankings for the firm for recent years as compiled by Thomson Reuters, the statistician for the public finance industry (rankings based on dollar total):

National Bond Counsel Rankings			
Year	Rank	Number of Issues	Dollar Total
First Half 2018	4	168	\$5.86 billion
2017	4	470	\$17.66 billion
2016	4	464	\$16.48 billion
2015	5	412	\$13.33 billion
2014	4	305	\$9.95 billion

2013	3	283	\$13.34 billion
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Issuers for which the firm has served as bond counsel include traditional political bodies such as states, counties, cities and school districts, as well as numerous special-purpose financing authorities such as public power districts, institutions of higher education, state housing finance agencies and student loan agencies.

Kutak Rock has acted as underwriter's counsel for every major national and most regional investment banking firms. With respect to the variety and quantity of financings, in recent years the firm's experience in the role of underwriter's counsel has been unmatched by any law firm. In fact, statistics compiled by Thomson Reuters show that for the period 1992 through 2017 (cumulatively over the term) *Kutak Rock served as underwriter's counsel in a larger number of public finance issues than any other firm in the country.* Following are Thomson Reuters' rankings (based on dollar total) for Kutak Rock as national underwriter's counsel for recent years:

National Underwriter's Counsel Rankings			
Year	Rank	Number of Issues	Dollar Total
First Half 2018	7	98	\$3.83 billion
2017	7	262	\$11.90 billion
2016	4	287	\$12.73 billion
2015	9	206	\$7.44 billion
2014	3	177	\$9.40 billion
2013	4	192	\$7.73 billion

The firm's public finance attorneys have also developed an extraordinary expertise in analyzing the SEC's initiatives, such as the recent MCDC Initiative, the municipal advisor rules and Rules 15Ga-1 and 15Ga-2, the conduct of due diligence investigations, the evaluation of information for materiality, the preparation of disclosure documents and the development of disclosure policies and procedures as highly recommended (and effectively required) by the SEC. Following are the firm's national disclosure counsel rankings (based on dollar total) for recent years as compiled by Thomson Reuters:

National Disclosure Counsel Rankings			
Year	Rank	Number of Issues	Dollar Total
First Half 2018	6	62	\$2.62 billion
2017	5	167	\$7.57 billion
2016	4	198	\$8.75 billion
2015	4	138	\$5.23 billion
2014	8	115	\$3.89 billion
2013	3	112	\$5.50 billion

Kutak Rock attorneys also take pride in their willingness to work with our clients to develop new and inventive approaches to satisfy the needs of our clients. Rather than only being able to replicate what other firms have done before, the firm has gained a reputation for undertaking sophisticated transactions that involve the application of creative approaches to difficult financing problems. In the past 30 years the firm has provided legal services in many financings that *Institutional Investor* magazine and *The Bond Buyer* have recognized as public finance “Deals of the Year.” Most recently, the firm served as underwriter’s counsel in the Great Lakes Water Authority’s inaugural financing, a large issuance of water system bonds that was named *The Bond Buyer*’s “Midwest Deal of the Year” for 2016-17. The same year, the firm served as bond counsel in the “Small Issuer Deal of the Year,” a water system financing for the City of Missoula, Montana. For 2013-14, *The Bond Buyer* recognized as its “Southwest Deal of the Year” a large mass transit financing for a Colorado issuer in which Kutak Rock served as underwriter’s counsel.

In addition to its highly active National Public Finance Department, the firm has a strong contingent of lawyers who work in real estate, bankruptcy, banking, securities laws, litigation and other areas. These practitioners are available to serve public finance clients of the firm as circumstances require from time to time.

Financing Examples

As requested, we have chosen a few recent municipal issues for which we have served as bond counsel to discuss in detail.

- *\$9,115,000 City of Conway, Arkansas Restaurant Gross Receipts Tax Refunding Bonds, Series 2017 (firm’s role: bond counsel)*

The bonds captioned above (the “Series 2017 Bonds”) were issued by the City of Conway, Arkansas for the purpose of (i) refunding the City’s outstanding Restaurant Gross Receipts Tax Capital Improvement Bonds, Series 2007, (ii) purchasing a debt service reserve insurance policy, and (iii) paying certain expenses in connection with the issuance of the Series 2017 Bonds. Gordon Wilbourn served as bond counsel. The refunded Series 2007 Bonds (on which Mr. Wilbourn also served as bond counsel) financed certain parks and trail improvements within the City of Conway.

Contact: Mr. Tyler Winningham
Finance Director
City of Conway
1201 Oak Street
Conway, AR 72032
501-513-3500, Ext. 3725
tyler.winningham@cityofconway.org

- *\$26,970,000 City of Conway, Arkansas Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2015 (firm’s role: bond counsel)*

The Series 2015 Bonds captioned above (the “Bonds”) refunded a series of prior bonds and financed the costs of constructing, extending and improving certain city streets. The Bonds pay interest semiannually and mature in the years 2016 through 2044. The Bonds are special obligations of the City payable from collections of two separate one-eighth of one percent (0.125%) city sales and use taxes in accordance with Amendment 62 to the Constitution of the State of Arkansas and the Local Government Bond Act of 1985 (A.C.A. Sections 14-164-301 et seq.). Kutak Rock served as bond counsel for this financing, with Gordon Wilbourn acting as lead attorney.

Contact: Mr. Tyler Winningham
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501-513-3500, Ext. 3725
tyler.winningham@cityofconway.org

- *\$76,900,000 City of Madison, Wisconsin General Obligation Promissory Notes, Series 2017-A; \$12,950,000 City of Madison, Wisconsin Taxable General Obligation Promissory Notes, Series 2017-B; and \$13,685,000 City of Madison, Wisconsin General Obligation Corporate Purpose Bonds, Series 2017-C (firm's role: bond counsel)*

Kutak Rock serves on an ongoing basis as bond counsel to the City of Madison, Wisconsin. In September 2017 we served as bond counsel for the public sale of three contemporaneous general obligation issues for Madison. Each of the three issues was secured by the full faith and credit of the City, including specific ad valorem taxes to be levied beginning in the fall of 2017.

The Series 2017-A Promissory Notes were issued as tax-exempt bonds to finance a variety of capital improvement projects for various City departments. The Series 2017-B Promissory Notes were issued as taxable notes to provide financing for economic development projects and the construction of a parking structure. The Series 2017-C Bonds were issued as tax-exempt bonds and the proceeds used for construction and maintenance of City street projects. The three issues were sold at public sale, and Kutak Rock helped the City work through the issues that arise when taxable and tax-exempt bonds are issued contemporaneously.

For a reference, please contact:

Contact: Kevin Ramakrishna, Esq.
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608-266-4511
kramakrishna@cityofmadison.com

- *\$35,880,000 City of Omaha, Nebraska Various Purpose and Refunding Bonds Series 2017A; \$33,935,000 City of Omaha, Nebraska General Obligation Refunding Bonds Series 2017B; and \$8,300,000 City of Omaha, Nebraska General Obligation Crossover Refunding Bonds Series 2017C (firm's role: bond counsel)*

Kutak Rock has served as bond counsel to the City of Omaha, Nebraska since 1984. Proceeds of the Series 2017A bonds are being used to pay the costs of acquiring equipment and construction improvements to streets, highways, sewers, public safety and other public parks and recreation facilities of the City, as well as to refund certain outstanding indebtedness assumed by the city as a result of its annexation of twelve Douglas County, Nebraska sanitary and improvement districts. The proceeds of the Series 2017B Bonds will be used to advance refund certain outstanding indebtedness of the City as a result of its annexations of sixteen Douglas County, Nebraska sanitary and improvement districts and certain

outstanding general obligation debt previously issued by the City. The proceeds of the Series 2017C Bonds will be used to advance refund certain outstanding general obligation debt previously issued by the City and to fund a portion of the interest payable on the Series 2017C Bonds.

Contact: Mr. Stephen Curtiss
Finance Director
City of Omaha Finance Department
Suite 1004
1819 Farnam Street
Omaha, NE 68183
402-444-5416
scurtiss@cityofomaha.org

- *\$121,205,000 The City of Lincoln, Nebraska Lincoln Electric System Revenue Bonds Series 2018 (firm's role: bond counsel)*
- *\$116,645,000 The City of Lincoln, Nebraska Lincoln Electric System Revenue and Refunding Bonds, Series 2016 (firm's role: bond counsel)*
- *\$167,800,000 Lincoln Electric System Revenue and Refunding Bonds, Series 2015A (firm's role: bond counsel)*

The Lincoln Electric System ("LES") was formed in 1966. The LES service area covers approximately 200 square miles, of which approximately 91 square miles are within the limits of the City of Lincoln, Nebraska. LES serves approximately 118,518 residential customers and 16,649 commercial and industrial customers. The proceeds of the Series 2018 bonds were used to fund a debt service reserve fund, to reimburse LES for previously incurred capital expenditures and to refund certain outstanding bonds and commercial paper notes.

Kutak Rock participated as underwriter's counsel for LES's \$277,315,000 Revenue and Refunding Bonds, Series 2012, an issue that refunded various outstanding bond issues and commercial paper notes. The firm subsequently assumed the role of bond counsel for LES's \$75,525,000 Revenue and Refunding Bonds, Series 2013, \$167,800,000 Lincoln Electric System Revenue and Refunding Bonds, Series 2015A, \$116,645,000 The City of Lincoln, Nebraska Lincoln Electric System Revenue and Refunding Bonds, Series 2016, \$121,205,000 Lincoln Electric System Revenue Bonds, Series 2018, all of which refunded previous outstanding bonds and commercial paper notes and, in the case of the Series 2018 Bonds, reimbursed prior capital expenditures.

Contact: Ms. Laura L. Kapustka
Vice President and Chief Financial
Officer
Lincoln Electric System
1040 "O" Street
Lincoln, NE 68501
402-473-3300
lkapustka@les.com

- *\$12,415,000 City of Conway, Arkansas Wastewater Revenue Refunding Bonds, Series 2016 (firm's role: bond counsel)*

The Series 2016 Bonds captioned above were issued by the City of Conway, Arkansas (the "City") primarily to accomplish a current refunding of \$13,305,000 outstanding principal amount of the City's Wastewater Revenue Improvement Bonds, Series 2010. The Series 2010 Bonds were issued to finance betterments and improvements to the Wastewater System. The Series 2016 Bonds are special obligations of the City payable from and secured by a pledge of net revenues of the City's wastewater system and surplus revenues of its electric system. Gordon Wilbourn served as bond counsel.

Contact: Mr. Bret Carroll
Chief Executive Officer
Conway Corporation
650 Locust Street
Conway, AR 72032
501-450-6030
bret.carroll@conwaycorp.com

Arkansas Public Finance

Kutak Rock has played a significant role in the public finance industry in Arkansas for many years. The firm has provided legal services as bond counsel, special tax counsel, underwriter's counsel, disclosure counsel and credit enhancer's counsel in financings for a wide variety of projects on the local and state levels. In its history the firm has provided services in over 500 Arkansas bond issues having an aggregate principal amount exceeding \$13 billion. We served as bond counsel in more than 275 of such financings aggregating more than \$5.3 billion.

Kutak Rock has served as bond counsel to a number of Arkansas governmental entities in connection with their public financings. Such issuers include the City of Fayetteville, the City of Little Rock, the City of North Little Rock, the City of Conway, the City of Clarksville, the City of Texarkana, the City of Mountain Home, the City of Lowelle, the City of Tontitown, the Arkansas Development Finance Authority, the University of Arkansas, the Pulaski County Public Facilities Board, the Bentonville Housing Authority, North Arkansas College, the Public Facilities Board of Benton County, the Saline County Public Facilities Board, the City of Siloam Springs Public Facilities Board, the City of Rogers Residential Housing Facilities Board, the Forrest City Public Health Facilities Board, Phillips County, Baxter County, Boone County, Saline County, Van Buren County and Washington County, among many others. The firm has also provided legal services as underwriter's counsel, placement agent's counsel or disclosure counsel in significant financings of the City of Little Rock, the City of North Little Rock, the Arkansas Student Loan Authority, Arkansas Children's Hospital, Baptist Health, Conway Regional Medical Center, Central Arkansas Water, White River Medical Center, Washington Regional Medical Center and the Northwest Arkansas Regional Airport Authority. Bond issues for these entities provided financing for water, sewer and electric systems, streets and trails, higher education facilities, industrial development projects, airports, solid waste disposal facilities, government buildings, hospitals, a stadium, a residential care center and single-family and multifamily housing projects, among other types of facilities.

The firm has served as bond counsel to the Cities of Fayetteville and Conway in connection with several short-term general obligation (Amendment 78) and special revenue (Amendment 65) financings. In addition, the firm has served as counsel to North Arkansas Regional Medical Center (a facility owned by Boone County) in connection with a number of short-term tax-exempt lease-purchase financings issued through the Arkansas Development Finance Authority. Kutak Rock has also served as bond counsel in an

Amendment 78 financing completed for the City of Little Rock and as bond purchaser's counsel for an Amendment 78 financing completed for the City of Hot Springs.

Experience With the City

We note that Kutak Rock has served as bond counsel to the City since 2002 in connection with its Sales and Use Tax Capital Improvement Bond program. To date, the firm has served as bond counsel in six such new money issuances aggregating \$187.3 million. In addition, the firm has served as bond counsel in one refunding of \$72 million for the same project. All told, **Gordon Wilbourn**, the partner proposed to serve as the lead attorney for the City's financings, has served as bond counsel to the City for a total of 23 issues since 1999 aggregating more than \$368 million in principal amount.

Kutak Rock's long association with the City in connection with these transactions has given the firm a familiarity with the City's procedures and goals that has proven beneficial when arranging its financings. As members of the City's staff can attest, there have been a number of substantial and complex challenges over the last several years in the structuring and timing of the City's bond issues so as to most efficiently achieve the City's financing needs. We believe we have made valuable contributions as a member of the City's financing team in this process. In addition, we have been responsive when post-issuance questions have arisen regarding arbitrage, rebate and other tax matters, bond trustee duties, document provisions, continuing disclosures issues, etc. The firm's tax expertise, as noted above, has been critical in providing the correct response to many of these questions in as quick and efficient a manner as possible.

2. Firm Principals

Following are brief biographical sketches of the Chairman and Vice Chairman of Kutak Rock.

Jay N. Selanders, a partner in Kutak Rock's Kansas City office, serves as Chair of Kutak Rock. Mr. Selanders represents corporations, financial institutions and manufacturers in a wide range of matters pertaining to commercial credit and lending, real estate loans and transactions and the representation of creditors in bankruptcy. He has particular expertise in dealing with automotive finance and franchise issues, and regularly represents lenders and franchisors in commercial transactions and bankruptcy matters across the country. Mr. Selanders serves as national counsel to several auto finance companies, handling loan documentation, workouts, bankruptcy and other litigation, as well as nationwide litigation management. He received a bachelor's degree from Kansas State University in 1980, a law degree from the University of Kansas School of Law in 1987, and a Master of Business Administration, with distinction, from the Keller Graduate School of Management in 1995. He is admitted to practice in Missouri, Kansas and Michigan.

David L. Amsden, the managing partner of Kutak Rock's Atlanta office and Vice Chair of Kutak Rock, concentrates his practice in the area of state housing agency finance. Mr. Amsden serves as ongoing bond counsel to the state housing finance agencies of Florida, Georgia, Kentucky, Minnesota, Rhode Island and Tennessee. He has been a part of the Kutak Rock team of attorneys responsible for developing the first tax-exempt drawdown program for the replacement refunding of single-family mortgage bonds; the first qualified mortgage revenue bond transaction privately placed with Fannie Mae; and the first forward delivery single-family transaction. Mr. Amsden received his B.A., with high distinction, from the University of Maine in 1979, and his J.D., Order of the Coif, from the University of the Pacific, McGeorge School of Law in 1982. He is licensed to practice in Georgia.

3. Capacity and Capability

Kutak Rock established a presence in Arkansas in 1989 when it opened its Little Rock office primarily to develop its public finance practice in the State. Over the years that office has grown to house 22 attorneys who conduct practices in public finance, corporate, real estate, healthcare, employment law and litigation.

In addition, in 2001 the firm opened an office in Fayetteville to serve clients in northwest Arkansas. The Fayetteville office has also experienced significant growth and now has 26 lawyers who concentrate in corporate, healthcare, banking, real estate and litigation matters. Most recently, in February 2016 the firm opened an office in Rogers to facilitate services to a major corporate client. Kutak Rock's offices in central and northwest Arkansas, offering the services of 52 attorneys, attest to the strong presence the firm has achieved in the State.

The key to Kutak Rock's success has been the firm's persistent efforts to attract to the firm the most qualified and accomplished lawyers available. Over many years the firm has assembled a roster of attorneys who have the expertise the firm's clients need in order to operate their organizations most successfully. Public finance clients of Kutak Rock often discover that the firm's multidisciplinary character is invaluable to them when the need arises for legal services in areas other than traditional municipal finance. The services of specialists in areas such as real estate, bankruptcy, tax credits and general corporate law, for example, are available quickly through a communications lifeline that connects all attorneys of the firm—a highly sophisticated computer network that features universal document accessibility and e-mail. Using e-mail, for example, a Kutak Rock lawyer can simultaneously pose a question on an esoteric point of law to a select group, or all, of his or her colleagues across the country and receive feedback from attorneys who have encountered the question before. A client who engages the firm's Little Rock office in effect engages the full apparatus of Kutak Rock's national practice.

While Kutak Rock brings national expertise to public finance engagements, the attorneys in the three Arkansas offices bring the added complement of first-hand working knowledge of Arkansas state laws and local practices, particularly those pertaining to bond financing. Moreover, our Arkansas lawyers are committed to Arkansas. Most of them attended law school in Arkansas and have lived in the state for their entire law careers. They are active in state and local causes, have intimate knowledge of the state legislative process, and have contacts within many agencies in the State's executive branch. This local knowledge, combined with a national expertise no other Arkansas firm can contribute, makes Kutak Rock the best-qualified public finance counsel firm in the State.

Capacity to Provide Services

Kutak Rock's Public Finance Department is organized on a national level to coordinate delivery of the best expertise to individual clients on a cost-effective basis and to ensure that the firm's professional standards are maintained firmwide. The firm's technology systems permit lawyers separated by significant distance to keep in close touch via telephone and e-mail and to access and share documents from any computer with an Internet connection.

All engagements that Kutak Rock accepts are carried through to completion on terms acceptable to and approved by the firm's clients. **The City has the firm's assurance that Gordon Wilbourn, the proposed lead attorney, would arrange his schedule to accommodate City officials as necessary. He would be available for consultation with City officials as required and would adhere to any timetable to which he would commit.** We note that Mr. Wilbourn has provided bond counsel services to the City since 1999 and thus is accustomed to working with City officials and staff members.

Our team concept ensures that there would be no disruption in accommodating the City's schedule even if the City undertakes more than one financing simultaneously. Kutak Rock has the resources for extremely quick preparation of first drafts and efficient turnaround time. The firm's depth of attorney ranks, large support staff and in-house support systems enable the firm to handle several matters at once with no diminution in the quality of services rendered. In addition, the availability of experienced colleagues to assist the responsible attorney on an emergency basis permits Kutak Rock to guarantee prompt service to clients.

Kutak Rock built its reputation on the outstanding service it provides to clients, whether they are located across the street or across the country. Kutak Rock expects each attorney engaged in a client matter, including the lead partner, to be available at all times to the client. Attorneys take calls from clients directly and return missed calls as soon as practicable on the same business day.

Most attorneys are available by smart phone and e-mail both during and after normal business hours. Attorneys also make an effort to be available as needed during vacations or other times they are not in the office or to provide sufficient and appropriate backup attorney support.

We make a special effort to be responsive and accommodating in the event of rush or urgent situations. Callbacks on these types of requests will be made as soon as possible and generally within one hour.

Firm's Technological Capabilities

In order to make the provision of services more efficient and cost-effective to our clients, Kutak Rock devotes significant energy and resources to remaining in the forefront of legal service providers with respect to the use of technology. The firm has made an ongoing investment in technology systems and is continually upgrading software applications and training personnel to use the applications to their fullest potential.

Kutak Rock currently uses the Windows 10 operating system along with the Microsoft Office 2013 suite of applications (including Word 2013, Excel 2013 and Outlook 2013). This system facilitates document sharing among offices and document transmission to and from clients, primarily through e-mail attachment.

Kutak Rock has on-site ability to prepare CD-ROM transcripts (sometimes in lieu of paper transcripts and sometimes in addition to them). The CDs can be made fully searchable and printable and, according to the manufacturer, are built to last 100 years.

Kutak Rock uses a secure cloud-based document management system that affords every member of the firm access to all documents in the firm's document library. In addition, the document library is accessible to any firm member from any computer with a secure internet connection. The firm has also established extranets for many clients to provide for the secure exchange of information over the internet as well as for case management purposes.

All computer support for the firm is provided by Kutak Rock's in-house Information Technology Department, a group of approximately 35 staff members situated in various firm offices. The IT Department has the ability to interface electronically with almost any computer system of a client or other outside party.

4. Firm History and Organization

Kutak Rock LLP conducts a multidisciplinary practice of law throughout the United States and abroad. Founded as a three-lawyer practice in 1965, today more than 500 firm lawyers practice from offices in Fayetteville, Little Rock, Rogers, Scottsdale, Atlanta, Chicago, Denver, Irvine, Kansas City, Los Angeles, Minneapolis, Omaha, Philadelphia, Richmond, Spokane, Springfield, Washington, D.C. and Wichita.

The firm is a limited liability partnership organized under the laws of the State of Nebraska. At present the firm has 315 partners who share ownership of the firm. The partners invest capital in the partnership at varying levels proportionate to their partnership interest.

Kutak Rock is organized into a number of Regional Offices, some of which include several smaller offices. A 14-member Executive Committee composed of senior partners is responsible for the day-to-day operation of the law firm. Each Regional Office elects its own advisory committee to manage itself.

The firm maintains expertise in the areas of public finance, affordable housing, real estate, general corporate law, corporate finance, tax credits, litigation, securities, intellectual property and technology law, labor and employment law, employee benefits law, securitization, tax, banking, bankruptcy, healthcare law, insurance, antitrust, environmental law, federal practice and international trade. The attorneys of Kutak Rock work together in integrated, national practice groups to maintain and enhance their technical expertise and to reinforce and support one another in achieving client objectives.

The firm emphasizes prompt, practical, innovative and economical service to its clients. Many of the firm's practice groups are organized on a national basis, a system that permits the lead attorney on a matter to draw upon the expertise of colleagues throughout the country. Because of Kutak Rock's decision to maintain its principal offices in less costly locales, the firm's standard rates and charges generally are more competitive than those of similar law firms for work of comparable quality and complexity.

Kutak Rock has earned a reputation across the United States and abroad for providing excellent legal services in a practical, cost-conscious manner. Firm lawyers actively communicate with their clients at the initial stages of each engagement to gain a complete and clear understanding of desired objectives, and then direct appropriate firm resources to help clients achieve those objectives in an economical and timely fashion.

The firm strives to maintain the highest professional ethics in all its engagements. Robert Kutak, a founder of the firm, was in the forefront of the development of professional ethics for lawyers and in the 1980s was the driving force behind the development of the new Model Rules of Professional Conduct, which substantially rewrote the ethical provisions that had been in place for decades. In fact, the ABA Commission that authored the new ethics rules was referred to as the "Kutak Commission."

The firm strongly believes in providing pro bono legal services and has committed firm resources to the representation of organizations and individuals in various areas of law on numerous occasions.

Several Kutak Rock lawyers have served as government officials on the federal, state and local levels. The attorney ranks in various offices of the firm include a former United States Senator, a former United States Attorney and former officials of the Federal Communications Commission, Internal Revenue Service and Department of Defense. Also on the current roster of firm lawyers are former Assistant Attorneys General, former state agency attorneys and a Special Assistant Attorney General.

The firm is rated “AV” by Martindale-Hubbell—the highest rating that independent organization confers on a law firm.

Kutak Rock’s website at kutakrock.com contains information on every area of law in which the firm conducts a practice as well as a profile and e-mail link for each attorney in the firm.

Firm Affiliate

Kutak Rock has been one of the very few law firms to invest in and develop and maintain an affiliate devoted to the computer-based analysis of financial problems unique to public issuers. In that regard, **Kutak Rock Arbitrage Consulting LLC** (“KR Consulting”), a wholly owned consulting affiliate of Kutak Rock LLP, has assembled a team of professionals (accountant, financial analyst and tax attorney) to prepare arbitrage rebate calculations. The calculations are performed in our Omaha office.

From a mechanical standpoint, KR Consulting’s rebate determination involves a demanding accounting process. From monthly statements provided by the trustee or issuer, the firm will establish the consolidated investment activity for a particular tax-exempt issue. This process requires a complete understanding of the financial aspects of the transaction and comprehensive review of the underlying legal documents. The process may be reviewed by bond counsel or special tax counsel other than Kutak Rock. Any underpayment of arbitrage rebate adversely impacts not only the tax treatment of interest on the issuer’s bonds but also the issuer’s future cash flow. The federal government has revised the rebate rules no fewer than five times since 1986. Taking advantage of benefits permitted by arcane rules in such calculations can often save issuers hundreds of thousands of dollars.

KR Consulting prides itself on developing innovative, hand-tailored solutions to the problems and challenges faced by its clients.

Since 1986, KR Consulting, under the guidance of the firm’s Public Finance Tax Department, has calculated and reported on the arbitrage rebate for over 3,000 tax-exempt bond issues aggregating over \$50 billion. These services have focused on minimizing the arbitrage rebate liability in all types of rebate situations, including those involving fixed rate bond issues, variable rate bond issues and exceptions from rebate such as the six-month, 18-month and two-year expenditure exceptions.

KR Consulting also has the capacity to perform standard yield calculations and is often called upon to do so in complex transactions such as advance refundings, where complex transferred-proceeds algorithms are dictated by the federal tax laws.

Our arbitrage rebate professionals also regularly review rebate calculations performed by others on behalf of our issuer clients, often resulting in significant reductions in the rebate obligations calculated by such other professionals.

Equal Employment Opportunity

Kutak Rock complies fully with all government regulations regarding nondiscriminatory employee practices.

It is and will continue to be the policy of Kutak Rock to provide equal opportunity to all employees and applicants for employment without regard to age, sex, race, color, national origin, religion, disability, veteran’s status or any other protected characteristics or status as established by law. This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring,

compensation, benefits, termination and all other terms and conditions of employment. It is further the policy of the firm to comply with the letter and spirit of all applicable federal, state and local statutes concerning equal employment opportunity.

Kutak Rock has adopted an Affirmative Action Plan to assure the fulfillment of this policy. This plan is available upon request. Federal, state and local government nondiscrimination posters, as well as the firm's policy statement, are displayed in conspicuous locations in all facilities where notices to employees and applications for employment are customarily placed.

The firm takes appropriate action to ensure that the rights of individuals to file complaints, furnish information or participate in an investigation or other activity related to equal employment opportunity laws will be respected and not interfered with in any manner. All employees are protected from coercion, intimidation, interference or discrimination for opposing any employment practice made unlawful by federal, state or local law.

References in notices, advertisements, forms and specifications relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment shall not indicate any preference, limitation or discrimination based on age, sex, race, color, national origin, religion, disability, veteran's status or any other protected characteristics or status as established by law.

Commitment to Diversity

Kutak Rock opened its doors in 1965 with a stated commitment to a diverse and equal opportunity work environment and to improving diversity in the legal profession. That early commitment continues today in firmwide structures, such as the firm's national inclusiveness and diversity committee, successive three-year firmwide inclusiveness and diversity strategic plans and annual tactics, and multiple inclusiveness engagement groups designed to encourage every person at Kutak Rock to take responsibility for enhancing the firm's inclusive and diverse working environment. As a result, nearly half (49%) of the firm's attorneys are women or members of other diverse groups, and the firm enjoys a higher-than-average retention rate for women, people of color and women of color in particular.

A particular area of excellence at the firm is partner promotion. Currently, Kutak Rock has more racial and ethnic minority partners than the national average; LGBTQ+ partners at over two times the national average; partners with disabilities at over eight times the national average; and more women partners than the national average. According to various organizations, Kutak Rock is a "Best Law Firm for Minority Attorneys," "Best Law Firm for LGBTQ Equality" and a "Ceiling Smasher" for women partners. The firm is Gold Certified by the Women in Law Empowerment Forum, which is based on whether the firm meets or exceeds four of eight benchmarks for equality for women attorneys: Kutak Rock met or exceeded all eight.

The firm's strategic plan supports an inclusive work environment with internal goals for networking, communication, equal opportunity and compositional diversity. The plan supports diversity in the legal profession as a whole, with external goals related to pipeline activities with youth and college students in communities in which the firm has offices and service in national organizations. Nationally, the firm partners with and serves organizations such as ACE Mentoring, Center for Legal Inclusiveness, Corporate Counsel of Women of Color, DRI's Diversity for Success Seminar, Hispanic National Bar Association, Hispanic National Bar Foundation, Leadership Council on Legal Diversity, National Asian Pacific American Bar Association, National Association of Women Lawyers and National Bar Association. Kutak Rock attorneys lead and serve on committees and task forces of state and metropolitan bar associations and other diversity and inclusiveness initiatives across the United States.

APPENDIX A
VENDOR REFERENCES

City of Fayetteville
RFQ 18-14, Bond Counsel
SECTION C: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Kutak Rock LLP

NUMBER OF YEARS IN BUSINESS: 53 HOW LONG IN PRESENT LOCATION: 29

TOTAL NUMBER OF CURRENT EMPLOYEES: 893 FULL TIME 69 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 3 FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. City of Conway, Arkansas

COMPANY NAME

1201 Oak Street, Conway, AR 72032

CITY, STATE, ZIP

Mr. Tyler Winnginham, Finance Director

CONTACT PERSON

501-513-3500 ext. 3725

TELEPHONE

FAX NUMBER

tyler.winningham@cityofconway.org

E-MAIL ADDRESS

2. City of Omaha Finance Department

COMPANY NAME

1819 Farnam Street, Suite 1004

Omaha, NE 68183

CITY, STATE, ZIP

Mr. Stephen Curtiss, Finance Director

CONTACT PERSON

402-444-5416

TELEPHONE

FAX NUMBER

scurtiss@cityofomaha.org

E-MAIL ADDRESS

3. City of Madison, Wisconsin

COMPANY NAME

Room 401, 201 Martin Luther King, Jr. Blvd.

Madison, WI 53703

CITY, STATE, ZIP

Kevin Ramakrishna, Esq.

CONTACT PERSON

608-266-4511

TELEPHONE

FAX NUMBER

kramakrishna@cityofmadison.com

E-MAIL ADDRESS

4. Arkansas Development Finance Authority

COMPANY NAME

900 West Capital Avenue, Suite 310

Little Rock, AR 72201

CITY, STATE, ZIP

Mr. Robert "Ro" Arrington

CONTACT PERSON

501-682-5910

TELEPHONE

FAX NUMBER

robert.arrington@adfa.arkansas.gov

E-MAIL ADDRESS

APPENDIX B
CITY OF FAYETTEVILLE
SIGNATURE SUBMITTAL

City of Fayetteville
RFQ 18-14, Bond Counsel
SECTION D: Signature Submittal

1. Disclosure Information

Proposer must disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

 X 1) NO KNOWN RELATIONSHIP EXISTS

 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

2. Additional Information

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Name of Firm: Kutak Rock LLP

Name of Primary Contact: Gordon M. Wilbourn

Title of Primary Contact: Partner

Phone#1 (cell preferred): 501-517-5184 Phone#2: 501-975-3101

E-Mail Address: gordon.wilbourn@kutakrock.com

3. Please 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 RFQ 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 vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

5. 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.

6. SUB CONSULTANTS AND TEAM INFORMATION:

Proposer, hereby certifies that proposals from the following consultants were used in the preparation of this statement of qualification. Proposer also agrees if the following subcontracts are approved, Proposer shall not enter into contracts with others for these divisions of the work without prior written approval from the City of Fayetteville. Proposer shall attach additional pages if necessary.

Type of Work: Not applicable

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME: Gordon M. Wilbourn

COMPANY: Kutak Rock LLP

PHYSICAL ADDRESS: Suite 2000, 124 West Capitol Avenue, Little Rock, AR 72201-3706

MAILING ADDRESS: Same

TAX ID#: 47-0597598 DUNS#: 07-800-6301

PHONE: 501-975-3000 FAX: 501-975-3001

E-MAIL: gordon.wilbourn@kutakrock.com

Signed by :

SIGNATURE: 

PRINTED NAME : Gordon M. Wilbourn

TITLE: Partner

DATE: August 30, 2018



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/23/2018

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 Alliant Insurance Services, Inc. 200 S Wacker Dr Ste 3030 Chicago, IL 60606	CONTACT NAME: Angela Fleege		
	PHONE (A/C, No, Ext): (312) 930-1967	FAX (A/C, No):	
	E-MAIL ADDRESS: angelaf@proquestinsurance.com		
INSURED Kutak Rock LLP The Omaha Building 1650 Farnam Street Omaha, NE 68102	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nautilus Insurance Company		17370
	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						
	☐ CLAIMS-MADE ☐ OCCUR						EACH OCCURRENCE \$
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMPIOP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	☐ HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	☐ OCCUR ☐ CLAIMS-MADE						\$
	DED ☐ RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	☐ ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y / N	N / A				PER STATUTE ☐ OTH-ER ☐
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Prof Liability			PLP1000056P-11	06/15/2018	06/15/2019	See Description

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insurer B: Gotham Insurance Company NAIC#25569 Insurer C: Scottsdale Insurance Company NAIC#41297 Insurer D: Endurance American Specialty Insurance Company NAIC#41718 Insurer E: National Indemnity Company of Mid-America NAIC#20060

Limits of Liability in excess of \$5,000,000 per Claim/\$10,000,000 Aggregate

Claims-made coverage afforded on a subscription basis by scheduled Insurers A - E and other participating companies.

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville Purchasing Division Room 306 113 West Mountain Street Fayetteville, AR 72701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2018

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 The Harry A. Koch Co. P.O. Box 45279 Omaha NE 68145	CONTACT NAME: Patt Pierce	
	PHONE (A/C, No, Ext): 402-861-7000	FAX (A/C, No):
INSURED Kutak Rock LLP 1650 Farnam St Omaha NE 68102-2186	E-MAIL ADDRESS: patt.pierce@hakco.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Indemnity Company	
	INSURER B: Travelers Property Casualty of America	
	INSURER C: The Phoenix Insurance Co	
	INSURER D: Charter Oak Fire Insurance Co.	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** 2044408681**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
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			6309257N149	9/20/2018	9/20/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 750,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
D	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			BA4169L551	9/20/2018	9/20/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			CUP8J567763	9/20/2018	9/20/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y ☐ N	A	UB5J681290	9/20/2018	9/20/2019	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Workers Compensation-CA			UB5J697908	9/20/2018	9/20/2019	EaAcc/Emp/Limit \$1MM/\$1MM/\$1MM

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

CERTIFICATE HOLDER**CANCELLATION**

City of Fayetteville
Purchasing Division
113 West Mountain Street
Room 306
Fayetteville AR 72701

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

AUTHORIZED REPRESENTATIVE

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MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Kristin Cavette, Acct Mgr- Payroll and Pension
DATE: August 14, 2023
SUBJECT: **Bond Underwriting Services**

RECOMMENDATION:

Approval of a one-year contract extension with Stephens, Inc. to provide outside underwriting services for the City during the bond issuance process.

BACKGROUND:

The City occasionally issues bonds to provide funding for City Council approved projects and there is a need for outside legal services in connection with the bond issuance process. The City selected Stephens, Inc. through the RFP process in 2018 for a five-year contract set to expire this year, 2023. Currently, the City has a voter approved sales tax bond issue which has three phases. Two phases of the bonds have been issued with the last phase anticipated to be issued in 2024.

DISCUSSION:

Staff recommends extending the bond underwriting contract with Stephens, Inc. through 2024.

BUDGET/STAFF IMPACT:

The cost of this service is payable from the proceeds of the successful sale of the City's bonds.

ATTACHMENTS: 2023-1008 SRF, Amendment - Res 238-18 Stephens, Inc. contract, 238-18 RFQ 18-15 Stephens, Inc.



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1009

Bond Underwriting Services

A RESOLUTION TO APPROVE A CONTRACT WITH STEPHENS, INC. PURSUANT TO RFQ 18-15 FOR BOND UNDERWRITING AND RELATED SERVICES AS NEEDED THROUGH DECEMBER 31, 2024

WHEREAS, Stephens, Inc. has provided excellent bond underwriting and related services for various bonds issued by the City of Fayetteville for the last several years; and

WHEREAS, a City selection committee reviewed applications and interviewed potential bond underwriting firms prior to selecting Stephens, Inc. as bond underwriter subject to City Council approval.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the selection of Stephens, Inc. as the City's Bond Underwriter pursuant to RFQ 18-15 and authorizes Mayor Jordan to sign the contract with Stephens, Inc. to serve as the City's Bond Underwriter through December 31, 2024.

City of Fayetteville Staff Review Form

2023-1009

Item ID

9/5/2023

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

Paul A. Becker

8/10/2023

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a one-year contract extension with Stephens, Inc. to provide bond underwriting services for the City during the bond issuance process.

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: N/A

Previous Ordinance or Resolution # 238-18

Change Order Number: N/A

Approval Date: 11/20/2018

Original Contract Number: N/A

Comments:

City of Fayetteville
Contract Amendment #1
Bond Underwriting and Related Services – Resolution 238-18

This contract amendment executed this ____ day of _____, 2023, between the City of Fayetteville, Arkansas, and Stephens, Inc. in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Approval to extend the current contract with Stephens, Inc. through RFP 18-15, to continue to provide bond underwriting services for the City during the bond issuance process through December 31, 2024.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2023.

Stephens, Inc.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Signature

By: _____
LIONELD JORDAN, Mayor

Printed Contractor Name & Title

ATTEST (Signature)

ATTEST: (Signature)

Company Secretary (Printed Name)

Kara Paxton, City Clerk, Treasurer

Business Address

City, State & Zip Code

Date Signed: _____

Date Signed: _____



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

Resolution: 238-18

File Number: 2018-0631

RFQ 18-15 STEPHENS, INC.:

A RESOLUTION TO APPROVE A CONTRACT WITH STEPHENS, INC. PURSUANT TO RFQ 18-15 FOR BOND UNDERWRITING AND RELATED SERVICES AS NEEDED THROUGH DECEMBER 31, 2023

WHEREAS, Stephens, Inc. has provided excellent bond underwriting and related services for various bonds issued by the City of Fayetteville for the last several years; and

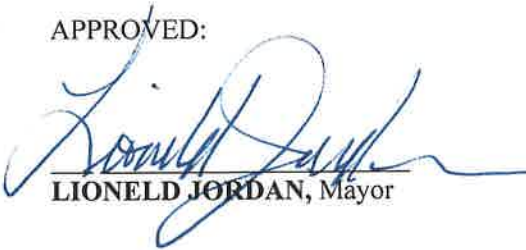
WHEREAS, a City selection committee reviewed applications and interviewed potential bond underwriting firms prior to selecting Stephens, Inc. as bond underwriter subject to City Council approval.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the selection of Stephens, Inc. as the City's Bond Underwriter, pursuant to RFQ 18-15 and authorizes Mayor Jordan to sign the contract with Stephens, Inc. to serve as the City's Bond Underwriter through December 31, 2023.

PASSED and APPROVED on 11/20/2018

APPROVED:


LIONELD JORDAN, Mayor

ATTEST:


SONDRA E. SMITH, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2018-0631

Agenda Date: 11/20/2018

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

RFQ 18-15 STEPHENS, INC.:

A RESOLUTION TO APPROVE A CONTRACT WITH STEPHENS, INC. PURSUANT TO RFQ 18-15 FOR BOND UNDERWRITING AND RELATED SERVICES AS NEEDED THROUGH DECEMBER 31, 2023

WHEREAS, Stephens, Inc. has provided excellent bond underwriting and related services for various bonds issued by the City of Fayetteville for the last several years; and

WHEREAS, a City selection committee reviewed applications and interviewed potential bond underwriting firms prior to selecting Stephens, Inc. as bond underwriter subject to City Council approval.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the selection of Stephens, Inc. as the City's Bond Underwriter pursuant to RFQ 18-15 and authorizes Mayor Jordan to sign the contract with Stephens, Inc. to serve as the City's Bond Underwriter through December 31, 2023.

City of Fayetteville Staff Review Form

2018-0631

Legistar File ID

11/20/2018

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

Andrea Foren

11/2/2018

PURCHASING (160)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a five-year contract with Stephens, Inc., through RFP 18-15, to provide bond underwriting services for the City during the bond issuance process through December 31, 2023.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	Yes	Item Cost	
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

Purchase Order Number:	N/A	Previous Ordinance or Resolution #	V20180321 03-14
Change Order Number:	N/A	Approval Date:	
Original Contract Number:	N/A		

Comments: Amount of fees will vary with each bond issue according to contract pricing. Each bond issue will be approved by the Fayetteville City Council.



MEETING OF NOVEMBER 20, 2018

TO: Mayor and City Council

THRU: Paul A. Becker, Chief Financial Officer

FROM: Andrea Foren, Purchasing Manager

DATE: Friday, November 2, 2018

SUBJECT: Approval of a five-year contract with Stephens, Inc. for bond underwriter services

RECOMMENDATION:

Approval of a five-year contract with Stephens, Inc., through RFP 18-15, to provide bond underwriting services for the City during the bond issuance process through December 31, 2023.

BACKGROUND:

The City issues bonds to provide funding for City Council approved projects. Due to the complexity and nature of bond issues, the City has a need to acquire third party bond underwriting services in connection with the bond issuance process.

DISCUSSION:

The City advertised RFP 18-05, Bond Underwriter on August 15, 2018 and performed vendor outreach to firms with bond underwriting experience. A total of eight firms responded. On September 24, 2018 the selection committee short listed three firms. Interviews were held on October 11, 2018. After interviews and discussion, the selection committee voted Stephens, Inc. as the top ranked firm according to the selection criteria presented in the request for proposals. The City entered into contract negotiations with Stephens, Inc. and presents the attached contract for consideration.

BUDGET/STAFF IMPACT:

The cost of bond underwriting services is payable from the proceeds of the successful sale of the City's bonds.

Attachments:

Contract with Stephens, Inc. including Appendix A, B and C



CITY OF
FAYETTEVILLE
ARKANSAS

CONTRACT FOR BOND UNDERWRITER SERVICES

Reference: RFQ 18-15, Bond Underwriter

Vendor: Stephens, Inc.

Term: Five (5) years through December 31, 2023

This contract executed this 20th day of November 2018, between the City of Fayetteville, Arkansas acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY), and Stephens, Inc. (hereinafter called Stephens) in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The City of Fayetteville desires to hire Stephens to provide bond underwriter services as explained in RFQ 18-15 during the term of this agreement. Stephens was selected by a City of Fayetteville selection committee after a competitive Request for Qualifications process, hereby identified as RFQ 18-15. Although Stephens entire Public Finance Department was considered during this selection process, the City's excellent experience working with Executive Vice President, Dennis Hunt was a major component of the City's selection of Stephens as its Bond Underwriter.
2. The City of Fayetteville agrees to negotiate with Stephens to determine the proper and fair Underwriting Discount, which is typically expected to fall within the proposed \$3.95 - \$4.95 per \$1,000.00 for a minimum bond issue of \$50,000,000. The Underwriters Discount with Stephens may exceed the \$3.95 - \$4.95 range for more complex bond issues which require increased time and effort to plan and execute. The Underwriters Discount to be paid from bond sale proceeds shall be the **only** payments made by the City of Fayetteville for Stephens Bond Underwriting and related services.
3. Stephens agrees to continue its services to the City of Fayetteville as its Bond Underwriter for its proposed Underwriting Discount and to negotiate with the City for each bond issuance. Stephens agrees not to charge further fees (such as Underwriter's Counsel, etc.) without prior written agreement with the City of Fayetteville.
4. Stephens agrees that its fees shall only become payable and be paid from proceeds from the successful sale of the proposed bond issuance by the City of Fayetteville. If, for whatever reason the proposed bonds are not issued or sold, Stephens agrees to make no claim for compensation for its services provided in anticipation of the issuance and sale of the City of Fayetteville's bonds.
5. This contract shall be effective from the date of its approval by both parties until December 31, 2023. However, in the event Dennis Hunt is no longer is the primary assigned person for the City of Fayetteville's proposed bond issues, the City of Fayetteville may terminate this contract within thirty (30) days written notice to Stephens and engage in another Request for Qualifications selection process. Furthermore, both parties have a right to terminate this contract upon ninety (90) calendar days written notice to the other party. In the event of termination, claims for compensation owed the consultant by the City shall be limited to verifiable services rendered.
6. The Contract documents which comprise the contract between the City of Fayetteville and Stephens consist of this Contract and the following documents attached hereto, and made a part hereof:
 - a. **Appendix A:** Request for Statements of Qualification identified as RFP 18-15 with the specifications and conditions typed thereon.
 - b. **Appendix B:** Stephens submitted proposal response to RFP 18-15
 - c. **Appendix C:** Stephens Certificate(s) of Insurance
7. These Contract documents constitute the entire agreement between the City of Fayetteville and Stephens and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Stephens

8. Stephens shall not assign its duties under the terms of this agreement.
9. Stephens agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Stephens performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
10. Stephens shall furnish certificates of insurance addressed to the City of Fayetteville, showing coverage for insurance listed in **Appendix C** which shall be maintained throughout the term of the Contract. Such certificate shall be provided to the City within seven (7) calendar days after contract award.
 - a. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Stephens shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such employees as are not otherwise protected. The premiums for all insurance and the bond required herein shall be paid by Stephens.
11. Stephens to furnish proof of licensure as required by all local and state agencies.
12. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo coping costs pursuant to the FOIA may be assessed for this compliance.
13. 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.

In agreement with all the terms and conditions above, we sign below:

STEPHENS, INC.

By: Dennis R. Hunt
Dennis Hunt, Executive Vice President

CITY OF FAYETTEVILLE, ARKANSAS

By: Lionel Jordan
Lionel Jordan, Mayor

ATTEST:

Sondra E. Smith
Sondra E. Smith, City Clerk





**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 18-15, Bond Underwriter

DEADLINE: Thursday, September 06, 2018 before 2:00:00 PM, local time

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Wednesday August 13, 2018

REQUEST FOR PROPOSAL RFP 18-15, Bond Underwriter

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

Name of Firm: _____

Contact Person: _____

E-Mail: _____

Business Address: _____

City: _____

Signature: _____

City of Fayetteville, AR
RFP 18-15, Bond Underwriter
Page 1 of 21

Appendix A

City of Fayetteville
RFP 18-15, Bond Underwriter
Advertisement

City of Fayetteville, AR
Request for Proposal
RFP 18-15, Bond Underwriter

The City of Fayetteville, Arkansas is requesting proposals for firms capable of providing bond underwriting services for potentially the next five (5) years.

To be considered, sealed proposals shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas, by Thursday September 06, 2018 before 2:00:00 PM, local time. No late submittals shall be accepted.

Project documents & addendums can be obtained by request from the City of Fayetteville via request from Les McGaugh, Purchasing Agent at lmcgaugh@fayetteville-ar.gov or (479)575-8220. Project documents, invitation to bid, and addenda issued will be made publically available at <http://fayetteville-ar.gov/bids>. All questions regarding the process should be directed to Les McGaugh.

Proposals submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

The City of Fayetteville reserves the right to reject any or all proposals and to waive irregularities therein and all Proposers shall agree that such rejection shall be without liability on the part of the City of Fayetteville for any damage or claim brought by any Proposer because of such rejections, nor shall the Proposers seek any recourse of any kind against the City of Fayetteville because of such rejections. The filing of any Proposal in response to this invitation shall constitute an agreement of the Proposer to these conditions.

CITY OF FAYETTEVILLE, AR

By: Les McGaugh
Title: Purchasing Agent
Ad date: 08/13/2018

SECTION:	PAGE NUMBER
Cover Page	01
Advertisement	02
SECTION A: General Terms & Conditions	04
SECTION B: Vendor References	14
SECTION C: Scope of Services and General Information	15
SECTION D: Submittal Signature	23

1. SUBMISSION OF A PROPOSAL SHALL INCLUDE:

Each proposal shall contain the following at a minimum. Proposer must also address detailed requirements as specified in the Scope of Work.

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFP in the most cost-effective manner.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFP. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFP.
- c. The complete fee and cost to the City for all services outlined in this RFP.
- d. Statement should be no more than twenty-five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- e. All Proposers shall submit six (6) identical sets of the proposal as well as one (1) electronic copy on a properly labeled CD or other electronic media device. The electronic copy submitted should be contained into one (1) file. The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted inclusive of City forms for completion. Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- f. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposers will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed.
- g. Proposers shall submit a proposal based on documentation published by the Fayetteville Purchasing Division.
- h. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- i. Proposals must follow the format of the RFP. Proposers should structure their responses to follow the sequence of the RFP.
- j. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer shall furnish a reference list of

clients for whom they have performed similar services and must provide information as requested in this document.

- k. Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- l. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via e-mail to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract.

DESCRIPTION OF SUPPLIES AND SERVICES:

Any manufacturer's names, trade name, brand name, catalog number, etc. used in specifications are for the purpose of describing and establishing general quality levels. Such references are NOT intended to be restrictive. Proposals shall be considered for all brands that meet the quality of the specifications listed for any items.

3. RIGHTS OF CITY OF FAYETTEVILLE IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the City of Fayetteville, under state law, the City specifically reserves the following:

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others. If not final agreement can be achieved with the highest -ranking firm, the City reserves the right to negotiate with the second highest-ranking firm, and so on until the City achieves a final agreement.
- b. The City reserves the right to select the proposal it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request for proposal.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for proposal or in proposals submitted.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information or proposal data without changing the terms of the proposal.

- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

The evaluation criterion defines the factors that will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. Proposers shall include sufficient information to allow the selection committee to thoroughly evaluate and score proposals. Each proposal submitted shall be evaluated and ranked by a selection committee. The contract will be awarded to the most qualified Proposer, per the evaluation criteria listed in this RFP as long as all financial terms and conditions are satisfactory to the City. If terms and conditions are not agreed, the City may award to a lower ranked proposer. Proposers are not guaranteed to be ranked.

5. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the City, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal based on a written request from an authorized representative of the firm; however, a proposal shall not be withdrawn after the time set for the proposal.

9. LATE PROPOSAL OR MODIFICATIONS:

- a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.
- b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this request for proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- b. Pursuant to Arkansas Code Annotated §22-9-203 The City of Fayetteville encourages all *qualified* small, minority and women business enterprises to bid on and receive contracts for goods, services, and construction. Also, City of Fayetteville encourages all general contractors to subcontract portions of their contract to *qualified* small, minority and women business enterprises.

11. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the Proposer, the Proposer agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

12. COLLUSION:

The Proposer, by affixing his or her signature to this proposal, agrees to the following: "Proposer certifies that his proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

13. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (contractor) will do

everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

14. CITY INDEMNIFICATION:

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

15. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this request for proposal apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Proposers prior to submitting a proposal on this requirement.

16. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

17. CERTIFICATE OF INSURANCE:

The successful Proposer shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid throughout project completion.

18. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFP. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFP. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. **Payments can be processed through Proposer's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

19. CANCELLATION:

- a. 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.

- b. 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.
- c. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

20. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFP.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

21. NON-EXCLUSIVE CONTRACT:

Award of this RFP shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

22. LOBBYING:

Lobbying of selection committee members, City of Fayetteville employees, or elected officials regarding request for proposals, request for qualifications, bids or contracts, during the pendency of bid protest, by the bidder/proposer/protestor or any member of the bidder's/proposer's/protestor's staff, and agent of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing an organization that is responding to the request for proposal, request for qualification, bid or contract, or has a pending bid protest is strictly prohibited either upon advertisement or on a date established by the City of Fayetteville and shall be prohibited until either an award is final or the protest is finally resolved by the City of Fayetteville; provided, however, nothing herein shall prohibit a prospective/bidder/proposer from contacting the Purchasing Division to address situations such as clarification and/or questions related to the procurement process. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with any request for proposal, request for qualification, bid or contract through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause any request for proposal, request for qualification, bid or contract to be rejected.

23. ADDITIONAL REQUIREMENTS:

The City reserves the right to request additional services relating to this RFP from the Proposer. When approved by the City as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may become necessary.

24. SERVICES AGREEMENT:

A written agreement, in substantially the form attached, incorporating the RFP and the successful proposal will be prepared by the City, signed by the successful Proposer and presented to the City of Fayetteville for approval and signature of the Mayor.

25. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP form(s) if sufficient space is not available on the original form for the Proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the Proposer, whether intentional or otherwise, will constitute grounds for rejection of such RFP response.** Any such modifications or alterations a Proposer wishes to propose shall be clearly stated in the Proposer's RFP response and presented in the form of an addendum to the original RFP documents.

26. OTHER GENERAL CONDITIONS:

- a. Proposers must provide the City with their proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. This solicitation is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- d. If products, components, or services other than those described in this solicitation document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to result in all Proposers being on equal terms.

- f. Any inquiries or requests for explanation in regard to the City's requirements shall be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFP. The RFP is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFP's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law in Washington County. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to the City of Fayetteville.

27. **CONTRACT REQUIREMENTS:** Any contract between the successful proposer and the City shall include the following:

- a. **Indemnification:** The awarded Proposer shall indemnify and hold harmless City of Fayetteville and their agents and employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the services, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or

to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by any negligent or willful act or omission of the successful Proposer and anyone directly or indirectly employed by him/her or anyone for whose acts any of them may be liable. In any and all claims against City of Fayetteville or any of their agents or employees, by any employee of the successful Proposer, directly or indirectly employed by him/her, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the successful Proposer or under the Workers' Compensation Acts, Disability Benefits Acts or other employee benefits acts.

- b. **Suspension or Termination of Services:** City of Fayetteville or awarded Proposer shall have the right to terminate this agreement at any time upon thirty (30) days advance written notice to the other party of its intention to terminate.
- c. **Laws and Regulations:** The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
 - i. Proposer shall at all times observe and comply with all such existing and future laws, ordinances and regulations, and shall protect and indemnify City of Fayetteville and its agents against the violation of any such law, ordinance, regulation, order or decree, whether by himself/herself or by his/her employees. Licenses of a temporary nature, necessary for the prosecution of the services shall be secured and paid for by the successful Proposer.
- d. **Assignments:** The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- e. **Insurance:** The successful Proposer shall not commence work under this contract until all insurance described below has been obtained, certificate listing the City as an additional insured, and such insurance has been approved by City of Fayetteville. Premiums for all insurance policies required shall be the responsibility of the Proposer. It is the City's intent to be listed as an additional insured with the final Proposer after contract award. Proposer should submit current insurance coverages with RFP submittal.

- f. Payments: If the Consultant has made application for payment as above, the Project Manager will issue a request for payment to the Accounting Department for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding a payment. The City intends to pay accepted invoice within thirty (30) calendar days. No payment shall constitute an acceptance of any services not in accordance with the Contract Documents.
 - i. Final payment: Upon receipt of written notice from the Consultant that all contracted services are complete, the Project Manager will, within a reasonable time, review all services and reports. If the Project Manager finds the services and reports of the Consultant complete and acceptable in accordance with the provisions of the Contract Documents, s/he shall, within a reasonable time, process a pay request so that final payment can be made. The acceptance of final payment shall constitute a waiver of all claims by the Consultant except those previously made in writing and still unsettled.
- g. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
- h. 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.

28. APPENDIX DOCUMENTS: The appendix documents below are included as part of this RFP:

- a. Appendix A: Bonded Indebtedness as of 6/30/2018

City of Fayetteville
RFP 18-15, Bond Underwriter
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: _____ FULL TIME _____ PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. _____
COMPANY NAME

2. _____
COMPANY NAME

CITY, STATE, ZIP

CITY, STATE, ZIP

CONTACT PERSON

CONTACT PERSON

TELEPHONE

TELEPHONE

FAX NUMBER

FAX NUMBER

E-MAIL ADDRESS

E-MAIL ADDRESS

3. _____
COMPANY NAME

4. _____
COMPANY NAME

CITY, STATE, ZIP

CITY, STATE, ZIP

CONTACT PERSON

CONTACT PERSON

TELEPHONE

TELEPHONE

FAX NUMBER

FAX NUMBER

E-MAIL ADDRESS

E-MAIL ADDRESS

City of Fayetteville
RFP 18-15, Bond Underwriter
SECTION C: Scope of Services and General Information

1.) COMMUNITY OVERVIEW:

- a. The City of Fayetteville, Arkansas, County Seat of Washington County is located in the northwest corner of Arkansas. It is a city of the first class in the State of Arkansas with an approximate population of 76,000 citizens and a regional population base of over 350,000. Fayetteville is home to the principal campus of the University of Arkansas, which has contributed to higher education in the area for over 100 years.

2.) CAPITAL FINANCIAL PLANNING:

- a. The northwest Arkansas region has witnessed explosive growth and development over the past twenty years. This growth has heavily taxed infrastructure capacity of Fayetteville and its neighboring communities. The City of Fayetteville develops on a biennial basis a Five-Year Capital Improvements Program (CIP). The City's philosophy concerning the use of the CIP is that it should be considered as a financial planning tool that lists the City's capital improvement projects, places the projects in a priority order, and schedules the projects for funding and implementation. The City has historically funded the CIP primarily on a pay-as-you-go basis. However, for major construction projects such as water and sewer system improvements, road projects, trail projects and building projects, Sales and Use Tax bonds and revenue bonds have been issued. The City has also issued Amendment 78 bonds for short term obligations for projects such as fire stations.

3.) CURRENT BOND ISSUES:

- a. See Appendix A

4.) FUTURE BOND ISSUES:

- a. The City is anticipating a bond issue of approximately \$180 million dollars in 2019. This must first be approved by the voters. The issue would be a revenue bond issue supported by pledging sales taxes.
- b. In Addition to that plan, the City will continue to evaluate opportunities to refinance existing bond issues if it economically in the City's best interest.
- c. After 2019, no large bond issues are anticipated; however, the need for smaller revenue bond issues may be incorporated.
- d. GO bonds or private placement bonds are rarely used but could be issued if the need arises.

5.) INTENT:

- a. All submitted proposals received will be maintained on file through the end of 2013. The City expects to select a primary underwriter for the entire term of the request and reserves the right to select other firms if specialized qualifications are needed.

6.) SCOPE OF WORK: In serving as bond underwriter to the City, the selected firm will be expected to perform said scope of services: All statements shall indicate compliance with the following requested **Scope of Services**:

- a. Ability to provide advice to the City on bond market conditions and timing of the sale of its bonds
- b. Ability to provide assistance to the City in determining the term and amortization schedule, call provisions, and other factors which are relevant to marketing the City's bonds. This shall include preparation of maturity schedules and debt service projections which represent effective marketing structures for the City's bonds.
- c. Ability to present and evaluate alternate financing means.
- d. Ability to work with the City to obtain the best possible bond rating including attendance at any presentation to the rating agencies, if requested by the City.

- e. Ability to prepare the Preliminary Official Statement and the final Official Statement and other related documents and materials.
 - f. Ability to determine the feasibility of bond insurance and to arrange for the selection of a bond insurance firm should insurance be desirable on a given issue.
 - g. Ability to evaluate and recommend for selection of trustee, paying agent, and/or registrar services, if necessary.
 - h. Ability to attend all meetings of the City, assist in presentations at said meetings, and attend all signings, closings, conferences, etc. as deemed necessary by the City.
 - i. Ability to coordinate printing of the bonds with bond counsel.
 - j. Ability to calculate the fiscal impact of any Statements by the Governmental Accounting Standards Board (GASB) on the refunding of outstanding debt.
 - k. Ability to provide easy access and quick response to requests for advice and technical support made by the City.
- 7.) **PROPOSAL SUBMITTAL:** In responding to this request, firms should include the following information in addition to other requested information and pertinent company information related to the selection criteria:
- a. Proposals should be prepared simply and economically, providing a straight forward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, executive summary, and City required forms and requested items.
 - b. All proposals shall disclose any involvement in current litigation on any aspect of a municipal bond issue performed by the firm or its employees. Failure to do so would serve as grounds for severing any contractual relationship.
 - c. **References:** A client reference list for which similar work has been performed within the past five (5) years.
 - d. **Marketing Plan:** Describe your firms approach to marketing an issue and how you would intend to sell issues at the best possible price for the City. Describe the firm's retail and institutional marketing capabilities.
 - e. Include any other information that might be helpful to assist the City in understanding the firm's unique qualifications to perform bond underwriting services for the City of Fayetteville.
 - f. **Services:** State the support services as discussed in the "Scope of Services" section of this RFP that would be provided to the City in connection with a typical municipal bond issuance. Include a proposed schedule of events and assignments of responsibilities for all participants, including time estimates for each step.
 - g. **Experience:** Provide a general description of the firm, its history, primary types of work, organizational structure, etc. List relevant municipal bond issuances during recent years in which the firm has served as a senior underwriter. For each municipal issue, please provide the following information as an appendix to the 25 page limit submission:
 - i. Name, title, and phone number of a reference
 - ii. Type of Issue
 - iii. Maturity of the issue
 - iv. Issue sale date
 - v. Competitive or negotiated bond sale
 - vi. Par amount of the bonds issued
 - vii. Issue rating obtained
 - viii. Interest rate(s), true interest cost and total underwriting spread, including original issue discount, if any
 - ix. The name of the firm's staff person responsible for management of the issue

- h. **Bond Rating:** Describe what level of participation would be taken in the bond rating process. For example, describe what could be done to maximize the rating on the City of Fayetteville's municipal bond issues.
- i. **Fees:**
- ii. State the proposed/anticipated fee range expected to be charged for services per \$1,000 in bonds issued. The breakdown of fees should be as follows:
 1. Management fee
 2. Underwriting risk
 3. Takedown
 4. Miscellaneous expenses
 5. Total fee per \$1,000 bond issue
 - iii. Should a firm desire not to break out the various fees listed, the proposal may contain a fee per \$1,000 of bonds issued that includes ALL aspects of the underwriter's spread. In addition, identify and estimate any other professional fees, not included in the itemized fees or underwriter's spread, which the City would be expected to pay (i.e. underwriter's counsel). Any change in the takedown fee component, which is subject to market conditions, must be substantiated by the market conditions to the satisfaction of the City.
- j. **Company:**
- i. **Experience:** Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.
 - ii. **Company Principals:** Provide a brief biographic overview of the Company's key principals.
 - iii. **Capabilities:** Proposer shall provide a description of limitations relative to facilities, staff personnel, on-going projects/ contracts, etc. Specifically, provide in RFP response what priority will be placed on this project.
 - iv. **Company Organization:**
 1. **Primary Business:** Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.
 2. **Company History:** Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.
- k. **Personnel:**
- i. **Staff:** The Proposer shall provide a description of staff and work force that will be assigned to effectively facilitate the requirements of this project. Description provided shall include, at a minimum, the number of permanent employees, part time employees, and an organizational chart reflecting their responsibilities.
 - ii. **Resumes:** The Proposer shall provide maximum one-page resumes of key personnel intended to be utilized for this project. One-page resumes do not count towards page restrictions outlined in this RFP. Resumes shall include, at a minimum:
 - Position Title
 - Tenure with Proposer
 - Experience
 - Other related information

8.) **CONTRACT FORMATION:**

- a. If the negotiation produces mutual agreement, the draft contract as a part of this package will be constructed and forwarded to the Fayetteville City Council for approval. If negotiations with the highest ranking Proposer fail,

negotiations shall be initiated with the next highest ranking Proposer until an agreement is reached. The City reserves the right to reject all offers and end the process without executing a contract.

9.) PROPOSAL CONTENT:

- a. Proposals should be prepared simply and economically, providing a straight forward, concise description its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents should be typewritten on standard 8 ½" x 11" white papers and bound in one volume. Exceptions would be schematics, exhibits, or other information necessary to facilitate the City of Fayetteville's ability to accurately evaluate the proposal. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes.

10.) TERM OF CONTRACT:

- a. The initial term of the contract shall be for a period of one (1) year, starting with the date approved by the Fayetteville City Council. The contract shall be renewable by mutual consent, at a mutually agreed to fee schedule on an annual basis thereafter for four (4) additional years, for a total contract term of five (5) years. In the event of termination, claims for compensation owed the consultant by the City shall be limited to verifiable services rendered. The City reserves the right not to use the "primary" contract solely. The City reserves the right to contract with any firm responding to this request, based on specific project needs and experience needed.

11.) DEMONSTRATION & ORAL PRESENTATION:

- a. Following the evaluation of the proposals, the Selection Committee may request that the top ranking firms make an oral presentation or be interviewed. If presentations are necessary, they will take place in Fayetteville, Arkansas. Notices will be sent by the Purchasing Division.
- b. A demonstration of the system may be required before a final decision is made. The purchasing agent will schedule all demonstrations.

12.) ANTICIPATED PROJECT TIMELINE: *subject to change*

Date	Time	Description
Monday, August 13, 2018	N/A	Advertisement for RFP
Thursday, September 06, 2018	2:00 PM	Deadline to submit a Proposal
Wednesday, September 26, 2018	N/A	Contract negotiations finalized and contract signed by Vendor
Friday, September 28, 2018	4:00 PM	Deadline for packet to be turned into City Clerk's Office for 10/16/18 City Council Meeting (internal deadline for contract signatures, etc.)
Tuesday, October 09, 2018	4:30 PM	Agenda Session for 10/16/18 City Council Meeting
Tuesday, October 16, 2018	5:30 PM	City Council Meeting to consider contract

13.) SELECTION CRITERIA:

SELECTION CRITERIA: The following criteria will be used by the City to evaluate and score responsive proposals. Proposers shall include sufficient information to allow the City to thoroughly evaluate and score their proposal. Each proposal submitted is not required to be ranked by the selection committee; however, all proposals will be evaluated. The contract may be awarded to the most qualified firm, per the evaluation criteria listed below, based on the evaluation of the selection committee.

- 1) 25% **Qualifications in Relation to Specific Project to be Performed:** Information reflecting qualifications of the firm. Indicated specialized experience and technical competence of the firm in connection with the type and complexity of the service required. Subcontractors, if used, must be listed with information on their organization.
- 2) 25% **Experience, Competence, and Capacity for Performance:** Information reflecting the names, titles, and qualifications (including experience and technical competence) of the major personnel assigned to this specific project. Provide detailed breakdown of subcontractor's staff to be used and how they are to be used to supplement your staff. This section of the evaluation criteria includes the amount of work presently underway for your firm; please present this in submittal.
- 3) 15% **Proposed Method of Doing Work:** A proposed work plan (description of how the project would be conducted as well as other facts concerning approach to scope you wish to present) indicating methods and schedules for accomplishing each phase of work. Include with this the amount of work presently underway. The Firm's ability and commitment to complete the project in the timeframe outlined by the City will also be taken into consideration. Evaluation of Integration into existing systems will also be a deciding factor.
- 4) 20% **Past Performance:** Previous evaluations shall be considered a significant factor. If previous evaluations with the City are not available, the professional firm's past performance records with City and others will be used, including quality of work, timely performance, diligence, ability to meet past budgets, and any other pertinent information. Firm will provide a list of similar jobs performed and person whom the City can contact for information.
- 5) 15% **Price:** Complete pricing to the City for all services described herein.

City of Fayetteville

RFP 18-15, Bond Underwriter

SECTION D: Signature Submittal – Required with all responses

Proposers shall include this form completed in its entirety with RFP response. This form shall not count towards page limitations set forth in the RFP.

1. DISCLOSURE INFORMATION

Proposer 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. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

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: _____

Primary Contact: _____ Title of Primary Contact: _____

Phone#1 (cell preferred): _____ Phone#2: _____

E-Mail Address: _____

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 vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICING:

Pricing shall be attached as a separate form. Reference RFP for details on what all pricing shall include.

5. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PRINTED NAME: _____

PHONE: _____ FAX: _____

E-MAIL: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

DUNS#: _____ TAX ID: _____

Appendix A
CITY OF FAYETTEVILLE, ARKANSAS
BONDED INDEBTEDNESS
6/30/2018

DESCRIPTION

Water and Sewer Revenue Bonds, Series 2014	\$	3,710,000
Library Improvement Bonds 2017		25,820,000
Wastewater/Street/Trail Improvements Sales Tax Bonds 2006		10,245,000
Wastewater Improvements Sales Tax Bonds 2007		5,200,000
Street and Trails Improvements Sales Tax Bonds 2009		2,860,000
Tax Increment Financing Bonds		2,910,000
Street Improvements Sales Tax Bonds 2013		12,925,000
Parking Deck Bonds, Series 2012		5,345,000
Hotel, Motel and Restaurant Bonds, 2014		10,075,000
Street Improvements Sales Tax Bonds 2015		4,915,000
	\$	<u>84,005,000</u>

CITY OF FAYETTEVILLE, ARKANSAS

Stephens' Response to Request for Proposal RFP 18-15, Bond
Underwriter



September 6, 2018



CITY OF
FAYETTEVILLE
ARKANSAS

Stephens

September 6, 2018

Stephens

Jackson T. Stephens, 1923-2005
Chairman Emeritus in Perpetuity

Mr. Les McGaugh
Purchasing Agent
City of Fayetteville, AR
113 West Mountain
Fayetteville, AR 72701

RE: Response to Request for Proposal RFP 18-15, Bond Underwriter

Dear Mr. McGaugh:

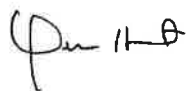
On behalf of Stephens Inc. ("Stephens" or the "Firm"), we appreciate the opportunity to submit our proposal to continue serving the City of Fayetteville (the "City") as its bond underwriter. Stephens has a long history working with the City, including serving as its bond underwriter on various transactions in recent years. Our firm's in-depth knowledge of the City combined with our underwriting experience and expertise will offer you a valuable partner for this important financing. In reviewing our proposal, we would ask that you consider the following:

- **Stephens ranks as one of the nation's leading underwriters of sales tax bond issues.** Stephens consistently ranks among the nation's top 10 underwriters of sales and use tax bond issues. In fact, in 2017, Stephens was ranked #1 in the United States in underwriting bond offerings under \$10 million. In addition, Stephens has conducted more sales and use tax financings in Arkansas than any other firm. Most recently, we have worked with cities and counties, such as Springdale, Bentonville, Rogers, Farmington, Tontitown, Crawford Co., and Franklin Co. The engagement team that will be assigned to the City as more than 50 years of combined experience managing these types of financings.
- **Stephens has the largest sales force in Arkansas.** Stephens is one of the largest and best capitalized privately-held investment banking firms in the United States and maintains Arkansas's leading sales force. With almost 350 Arkansas account representatives, our firm represents approximately 28% of the state's total registered representatives. This, combined with our strong capital position, allows our firm to deliver superior, uninterrupted services and provides us the flexibility to more aggressively price the City's bonds in order to receive the lowest borrowing costs. Unlike other firms, Stephens is willing to take unsold balances into our inventory at the end of the designated order period, if needed.
- **Stephens maintains an extensive network of institutional and retail investors that will buy the City's bonds.** With offices across the United States, Stephens offers a national distribution network that includes both retail and institutional investors. Having access to a wide and diverse investor network is very important as our sales force will have a vast network of investors to approach. When an extensive investor network is not maintained, an underwriter may increase interest rates to generate attention for the bond offering. We routinely underwrite these types of issues and have already identified investors that would be interested in buying the City's bonds. As of January 24, 2018, Stephens maintained approximately 50,000 investor accounts.
- **Arkansas is our home!** Since 1933, Stephens has continually operated out of Little Rock and been a key partner with Arkansas communities, including Fayetteville. While Stephens now has 25 offices worldwide and employs more than 850 people, we have not forgotten who we are and where we come from. We take great pride in continuing to represent the people of Fayetteville and provide financing to support public service projects throughout our state. Since our firm has no commercial banking arm, we do not compete with your local banking community, we partner with them. By selecting Stephens, you are choosing a firm that cares deeply for our home state and maintains an office in your City.

We have attempted to answer each question raised in your request and, by doing so, establish Stephens' qualifications and commitment to continuing to serve the City of Fayetteville. If selected, we pledge to provide the highest level of service and commitment and are ready to begin work immediately.

Thank you again for the opportunity to present our qualifications. As an officer, legally authorized to commit Stephens to all terms and conditions outlined in the request, I welcome any questions regarding our response.

Respectfully submitted,



Dennis Hunt
Executive Vice President

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APPENDIX

- A. Stephens Inc. Sales and Use Tax Bond Experience
- B. RFP Required Documents

MSRB RULE G-23 DISCLOSURE

STEPHENS INC. IS NOT YOUR MUNICIPAL ADVISOR OR FIDUCIARY. Stephens Inc. proposes to be the underwriter, and not the financial advisor, for proposed securities to be issued by or on behalf of the City of Fayetteville, Arkansas. The primary role of an underwriter, as distinguished from a financial advisor, is to purchase, or arrange for the placement of securities in an arm's-length commercial transaction between the issuer and the underwriter. The underwriter has financial and other interests that differ from those of the Issuer. Stephens and its affiliates engage in a broad range of securities transactions and activities, financial services and other relationships from time to time that involves interests that differ from those of the Issuer. In the ordinary course of business, Stephens or its affiliates (i) may at any time hold long or short positions, and, through employees who do not have access to non-public information relating to this issue, may trade or otherwise effect transactions, for its own account or the accounts of customers, in debt or equity securities of the Issuer or any other prospective participant in the Issuer's project and (ii) may at any time be pursuing, providing or arranging financing or other financial or transactional services to such prospective participants or to other issuers or market participants.

B. CURRENT LITIGATION

All proposals shall disclose any involvement in current litigation on any aspect of a municipal bond issue performed by the firm or its employees. Failure to do so would serve as grounds for severing any contractual relationship.

In connection with the SEC's Municipalities Continuing Disclosure Cooperation Initiative, Stephens Inc. entered into a standardized settlement agreement with the Commission on June 18, 2015. Pursuant to the agreement, Stephens accepted a finding that it failed to form a reasonable basis for believing the truthfulness of certain material representations by municipal issuers in official statements for securities underwritten by Stephens, and such failure constituted a violation of Section 17(a)(2) of the Securities Act of 1933. Stephens accepted a fine of \$400,000, agreed to cease and desist from committing or causing any future violations of Section 17(a)(2), and agreed to retain an independent consultant to conduct a compliance review and take reasonable steps to implement the consultant's recommendations.

Apart from the MCDC settlement, we are not aware of any inquiries, investigations, or litigation during the last five (5) years that concern our firm's municipal finance activities. As a full service broker dealer and investment banking firm, our firm has been subject to litigation, arbitrations, and inquiries concerning other areas of the firm. Information concerning these other matters will be provided upon request.



C. REFERENCES

A client reference list for which similar work has been performed within the past five (5) years.

Honorable Lioneld Jordan
Mayor
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72704
(479) 575-8330
dmarr@fayetteville-ar.gov



Honorable Paul Colvin, JR
Mayor
City of Tontitown
235 E. Henri Di Tonti Blvd
Tontitown, AR 72270
(479) 361-2700
mayor@tontitown.com



Honorable Ernie Penn
Mayor
City of Farmington
354 W. Main Street
Farmington, AR 72730
(479) 267-3865
erniepenn@cityoffarmington-ar.gov



Honorable Bob McCaslin
Mayor
City of Bentonville
117 West Central
Bentonville, AR 72712
(479) 271-5966
bmccaslin@bentonville-ar.com



Honorable Heith Caudle
Mayor
City of West Fork
262 W. Main Street
West Fork, AR 72774
(479) 893-2342
paula@westforkar.gov



Honorable Keith Greene
Mayor
City of Alma
804 Fayetteville Ave.
Alma, AR 72921
(479) 632-4110
emafoodscoinc@gmail.com



Honorable Greg Hines
Mayor
City of Rogers
301 W. Chestnut
Rogers, AR 72756
(479) 621-1117
ghines@rogersar.gov



Honorable Bruce Ledford
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City of Elkins
1874 Stokenbury Rd
Elkins, AR 72727
(479) 643-3400
bruceledford@elkins.arkansas.gov



Honorable Sandy Sanders
Mayor
City of Fort Smith
4420 Victoria Drive
Fort Smith, AR 72901
(479) 784-2201
ssanders@fortsmithar.gov



Honorable Kevin Hatfield
Mayor
City of Huntsville
208 East War Eagle
Huntsville, AR 72746
(479) 738-6607
cityclerk@huntsville-ar.org



Honorable Doug Sprouse
Mayor
City of Springdale
201 Spring Street
Springdale, AR 72764
(479) 750-8114
dsprouse@springdaleark.org



Honorable Bob Freeman
Mayor
City of Van Buren
1003 Broadway
Van Buren, AR 72956
(479) 474-1541
bfreeman@vanburencity.org



D. MARKETING PLAN

Describe your firm's approach to marketing an issue and how you would intend to sell issues at the best possible price for the City. Describe the firm's retail and institutional marketing capabilities.

The fundamental objective of our marketing program is to minimize interest costs. To do this, Stephens will, as needed: (1) hold informational meetings for key institutional investors; (2) coordinate marketing activities to assure the success of bond placement; (3) recommend the timing for the sale of bonds, considering other competing bond issues on the financing calendar and upcoming scheduled announcement dates for various economic indicators. We will conduct an intensive pre-sale effort to stimulate demand with existing bondholders, as well as new investors.

- **Incorporate Stephens' sales and trading professionals in the marketing plan.** Our professionals will provide valuable information on comparable transactions in the marketplace. We believe it's important to know the types of transactions that have been in the market, how they were structured and priced and who the buyers were that participated. Our sales and trading professionals routinely provide this information to our investment bankers.
- **Stephens is an active underwriter of publicly offered sales and use tax bonds.** Our sales and trading professionals will play a vital role in the marketing plan for this issue. Their input will enable us to provide the City with valuable information on: (1) current market conditions and (2) comparable transactions in the marketplace. We are in the market everyday buying and selling tax-exempt bonds, which frequently include sales and use tax offerings. As such, we know where the market is on any given hour and will be able to provide the City with up to date and accurate market information.

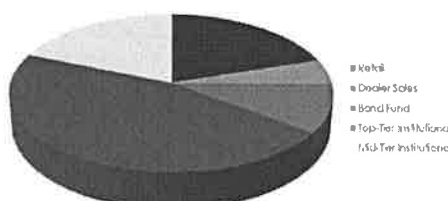
The marketing strategy for the proposed offering will be folded into the structure chosen by the City. **Our marketing plan is built on the premise that while the distribution of your bonds can rely solely on institutional investors, it will clearly be more cost effective to initially involve Arkansas investors.** We pride ourselves on taking the time to understand the credit strengths of each offering and not just simply relying on a credit rating to do the work for the sales force. In today's market, every issuer can benefit from providing investors with information that may exist outside the official statement. We believe that investors appreciate and welcome this additional information as it allows them to make better and more informed decisions.

In today's market, one of the most important initial steps for underwriters is to get the offering document out in time for the buyers to approve the credit. Gone are the days when a buyer would simply look for bond insurance or a high rating to establish suitability of a municipal investment. A majority of buyers must have their analyst approve the credit before placing an order. We would suggest the City have its offering document available to investors at least a week to ten days prior to the sale. Not only will this action provide buyers sufficient time to approve the credit, it will also give the underwriter ample time to effectively pre-market the proposed issue. **What differentiates our marketing plan from others is the level of involvement of our sales team and our knowledge of the City.** Being headquartered in Arkansas with offices in Northwest Arkansas, our people understand this region and they will be able to better articulate the benefits of investing in the City of Fayetteville more so than a firm from Wall Street.

Stephens' marketing strategy is built on the premise that the distribution of the City's bonds cannot rely solely on national institutional investors. While this segment represents one of the largest buyers of municipal debt, the City will not be able to achieve the lowest cost of capital unless the underwriters also market actively to retail, retail proxy and smaller regional institutional buyers. Stephens has historically tailored its marketing approach to reach each of these important investor segments.

Retail Distribution Strategy and Capabilities. Traditionally retail participation in a tax-exempt bond offering has been important because these retail investors are normally less interest rate sensitive than institutional investors. While still an important investor segment, over the past several months, we have seen the traditional individual retail buyer become less active in purchasing high quality municipal credits

PERCENT OF BOND SALES BY INVESTOR TYPE



200+

Retail Sales People

20%

Bond Sales by
Retail Investors

18

U.S. Retail Offices

49,000+

Nationwide Retail
Accounts



such as the City's. This is a result of a couple of factors. First, given the aggressive pricing we would anticipate for the City's bonds, individual investors may be somewhat reluctant to tie up their money for such small investment returns. Second, as the stock market continues to climb, individual investors are starting to find higher returns in the equity markets as opposed to the fixed income markets.

Increasingly in today's municipal market, a larger portion of retail money is being handled by retail proxies such as professional money managers, bank trust departments and various bond fund's Separately Managed Accounts ("SMAs"). Even though these investors purchase bonds in larger blocks similar to institutional investors, because they represent retail investors, they have usually demonstrated a willingness to purchase familiar credits at lower interest rates.

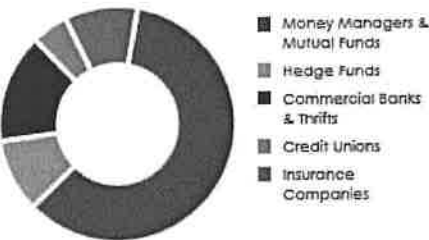
Individual Retail. Stephens' Private Client Group has retail sales professionals operating from 18 offices in 9 states and currently manages approximately 50,000 active individual retail accounts. We have 150 high net worth brokers with over \$10 billion in retail money under management. While Stephens certainly does not possess the largest retail broker network, we have always placed the highest priority on making bonds available to individual retail customers through our Private Client Group.

Retail Proxies. Stephens will make this segment a priority in marketing the City's bonds. Our "bank group" within our municipal sales department focuses on broadening our relationships with bank trust department municipal buyers. In addition, our institutional sales force has maintained strong relationships with all of the major bond funds and will be able to access meaningful retail participation through their SMAs. This focus on retail proxies has proven very successful on other highly rated issues underwritten by Stephens and should lead to lower rates for the City's bonds.

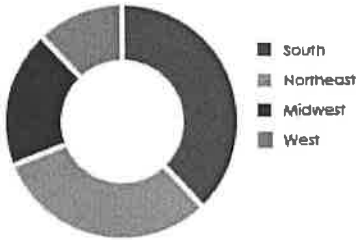
Institutional Distribution Capabilities for Fixed Rate Bonds. We take great pride in our excellent working relationships with a broad range of institutional investors who regularly participate in the firm's underwritings. At Stephens, we are able to distribute tax-exempt bonds to the smallest regional institutional investor up to the largest buyer of municipal bonds in the country. Stephens' Municipal Bond Institutional Sales Department consists of over 50 experienced professional institutional salespeople strategically located in 10 offices throughout the United States whose function is maintaining relationships with institutional investors nationwide. Stephens' sales and trading personnel are mainly staffed in regional offices throughout the Southeast region. Our municipal bond traders, underwriters, and salespeople are located in Atlanta, Austin, Charlotte, Chicago, Fayetteville, Little Rock, Memphis, Nashville, New York, and St. Petersburg. Our salespeople have been able to form deep relationships with a number of smaller local and regional institutional investors thanks to the commitment Stephens has made to staffing regional institutional salespeople within the southeast and mid-Atlantic.

While most investment banking firms, including Stephens, do a good job covering the national accounts, it is the ability to access the smaller, regional buyers that separates Stephens from many of the larger national investment banking firms.

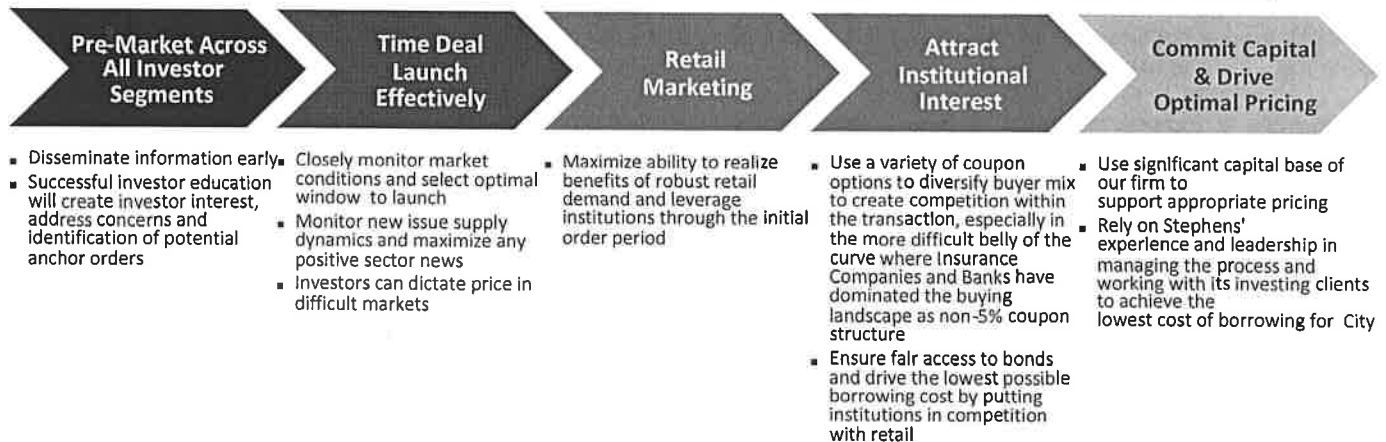
INSTITUTIONAL BASE BY CATEGORY



INSTITUTIONAL BASE BY REGION



Well-Managed Execution Strategy. Our comprehensive marketing strategy is outlined in the chart that follows.



Bondholder Analysis. One of the first steps we would take is to identify recent holders of previously issued revenue bonds by the City of Fayetteville. Since the holders of these bonds are already familiar with the City's credit and have demonstrated an appetite for its bonds, they will serve as part of the initial wave of marketing solicitations, generating interest in the bonds and thereby propelling further interest within the institutional community.

Further, the distribution of the City's bondholders among institutional tier groups is a useful tool to understand untapped investor classes that are not currently holders of the City's bonds. By further diversifying your investor base to include Tier 2 and Tier 3 investors, the City will access investor demand that may not already be covered by most Wall Street firms and thereby will reduce the City's cost of capital. We also recommend targeting investors in the Southwest region. The process of diversifying the middle market investor base, especially in underrepresented regions and tiers, will increase demand for the City's bonds.

Other Marketing Activities. Please find below descriptions of other marketing activities performed by our firm.

- **Stimulate investor interest in City's sales and tax bonds.** We believe a marketing program designed to stimulate investor interest in the City's attractive credit will improve the ability to attain an aggressive interest rate for this proposed refunding. This work will be done through a coordinated approach among the firm's banking, research and sales professionals.
- **Retail marketing activities.** The City enjoys an excellent reputation and Stephens expects to place a large portion of the City's proposed bonds with retail investors. Many of our investors have purchased the City's bonds from us in the past and our first efforts will be to contact these individuals.
- **Institute a retail order period.** Typically, more lead time is needed to generate a retail order than an institutional order. To capture retail demand, we often recommend a marketing period focused exclusively on retail investors. This retail order period would accomplish three key objectives: 1) make bonds available on a preferential basis to Arkansas retail buyers; 2) enable sufficient time to generate retail orders that typically require a longer lead time; and 3) build a book to leverage institutional demand, if needed. **We have used this marketing strategy with great success on other bond issues and would suggest the City consider the same with this proposed offering.**
- **Institutional marketing activities.** These marketing activities are designed to initiate contact with institutional investors so as to increase demand for the City's offering. Other firms which focus primarily on a few large institutional investors are often constrained by the pricing demands of these "key accounts." Stephens' ability to access a broad range of institutional investors and to explain the subtleties of how a sales and use tax bond issue is structured may translate into lower yields for the City than those offered by competitors.
- **Bond structuring feedback.** The goal of our marketing efforts is not only to stimulate investor interest but also to identify certain investor segments that are willing to accept a lower yield for a particular bond structure. Options in this area may include: long serial bonds, a retail intermediate term bond, original issue discount/premium bonds, short maturity term bonds, and "sealed bid" initial serial bond maturities. **We are able to structure successful financing solutions because our extensive distribution system will canvass all market segments to find the most willing investors for the offering.**



The procedures and methods that Stephens will employ in executing the City's upcoming transaction are detailed below.

Advertise the City's new money opportunity to investors. Stephens will "advertise" to investors the City's intention to issue sales and use tax bonds and will accumulate and disseminate investor feedback in order to present the most competitive and accurate assessment of investor interest. As a means to intensify institutional demand, we will utilize:

- **Institutional Screens** — Screens accessible to each Stephens' account executive will display current and continuously updated information on the City's upcoming bond issue.
- **Customer-Accessed Institutional Screens** — Through the Bloomberg system, Stephens will list all municipal debt activity for institutional investors.
- **In House Wire System** — Through Stephens' internal e-mail systems, we will deliver comprehensive information on the City's financing program instantly to each individual member of our sales force one week before pricing.
- **Institutional Broadcasts ("Municipal Market Rundown")** — Stephens will broadcast to all account executives upcoming and current tax-exempt market activity, highlighting the City's upcoming financing program.
- **Monday Morning Call** — The City's bond issue will be emphasized at a weekly briefing on our New Tax-Exempt Issue Calendar.

Involve retail investors in the sale of bonds. As noted, Stephens will actively involve our retail sales force in the sale of the City's bonds. Our firm's unique ability to tap the regional retail market will be extremely advantageous to the City. In generating retail demand, Stephens will employ:

- **A Sales Point Memo** — This marketing document describes the terms and selling points of the City's financing program and is distributed nationwide to all of our account executives.
- **Our Squawk Box System** — This system notifies our sales force of changes in timing and terms of sale of City's financing. Numerous broadcasts are conducted daily.



E. UNIQUE QUALIFICATIONS

Include any other information that might be helpful to assist the City in understanding the firm's unique qualifications to perform bond underwriting services for the City of Fayetteville.

For more than 85 years, Stephens has provided municipal bond underwriting services within the state of Arkansas. Our firm's mission has and continues to be helping public sector enterprises achieve distinctive, substantial, and lasting improvements in their performance. Our success is based upon our unwavering commitment to driving impact to our clients – by bringing the facts to the table and providing unbiased framing of our clients' capital plans. We can do that because we are a privately owned company that does not have to appease shareholders. As such, we can **work “shoulder-to-shoulder” with the City. It enables us to build an understanding of the City's financial goals, to develop a shared sense of ownership, and to yield lasting results.** This means Stephens' role as underwriter doesn't end when a project financing is completed; our team will continue to work together with staff to ensure resulting performance standards are met.

Our investment banking and principal investing businesses operate in close organizational proximity. This is by design. We think and act like owners whether we are acting as principal or agent. We feel this gives us a unique perspective in our business and creates distinctive opportunities for us and for our clients.

This approach has paid substantial dividends beyond return on investment. Many of our investments have become clients of our investment banking services, and many investments started out as investment banking clients. **We will continue this course that differentiates Stephens Inc. within the securities industry. We will continue to pave our own path in an industry of “follow the leader.” We will continue to be unique.**

Continuing Relationships. Our clients come first. It is this philosophy that ultimately enhances our reputation and business strategy. On the other side of every revenue-generating transaction, there is a customer who must be treated fairly and with the highest of ethical standards. On the other side of every investment are partners, fellow shareholders, and a management team who deserve the most candid reflection of our thoughts, opinions, and advice. In dealing with these varied interests honestly and fairly, we will build trust in our judgment and integrity. This will forge relationships, the likes of which have been, and will continue to be, the cornerstone of our success.

Extraordinary people create extraordinary companies and organizations; and we make it our business to maintain relationships with as many extraordinary people as possible, from all over the world.

Innovations and Individuality. Our long-term relationships, our strong capital position, our principal mentality, and the level of professionalism with which we approach decisions sets us apart in the financial services industry.

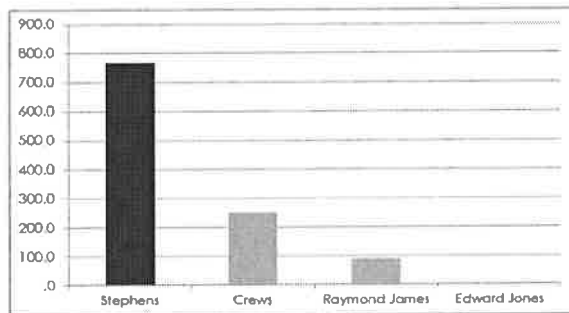
With full awareness that many firms around us are in the process of developing massive scale capital positions, we define our future in terms of quality and customer profitability. This trend toward massive scale will make Stephens increasingly unique in our industry, and we will meet our competition with creativity, agility, integrity, intelligence, and a commitment to exceptional execution.

We understand and appreciate that the most innovative and distinguished financiers in the history of the world have not always operated from the largest-scale platforms. As Stephens Inc. continues its tradition of producing some of the most exceptional financial minds in the country, our vision for ourselves will be realized.



Top Underwriter of Sales and Use Tax Bonds. Stephens is Arkansas's leading underwriter and a nationally ranked underwriter of sales and use tax bonds. Since completing the very first sales tax financing for an Arkansas municipality in 1984, Stephens has conducted more sales and use tax financings than all of our competitors. Since 2012, Stephens has managed 64 Arkansas sales and use tax bond issues totaling over \$770 million, as shown below. This experience is important because it demonstrates our expertise and ability to sell the City's bonds at the lowest cost of capital. This will translate to an efficient and smooth transaction for the City.

ARKANSAS RANKINGS*
Sales and Use Tax Bond Issues
January 1, 2012 – January 1, 2018



NATIONAL RANKINGS*
Sales and Use Tax Bond Issues
Calendar Year 2017

- Ranked 1st nationwide in underwriting of sales and use tax municipal bond issues under \$10 million
- Ranked 5th nationwide in underwriting of sales and use tax municipal bond issues (based upon # of issues sold)
- Ranked 21st nationwide in underwriting of sales and use tax municipal bond issues (based upon size of bond issue sold)

*Source: Thomson Reuters.

RECENT SALES AND USE TAX BOND FINANCINGS

Garland County, AR



\$54,695,000
Sales and Use Tax
Revenue Bonds,
Series 2016

Sole Manager

Dated: Dec. 1, 2016
Purpose: Street and highway improvements.

Rating: S&P A+

Method: Negotiated

REFERENCE:

Judge Rick Davis
501.622.3600

Bentonville, AR



\$24,655,000
Sales and Use Tax
Revenue Bonds,
Series 2017

Sole Manager

Dated: Apr 25, 2017
Purpose: Various city improvements.

Rating: S&P AA-

Method: Negotiated

REFERENCE:

Mayor Bob McCaslin
479.271.5966

Lonoke, AR



\$20,270,000
Sales and Use Tax
Revenue Bonds,
Series 2018

Sole Manager

Dated: Apr 24, 2018
Purpose: City utility improvements.

Rating: A1

Method: Negotiated

REFERENCE:

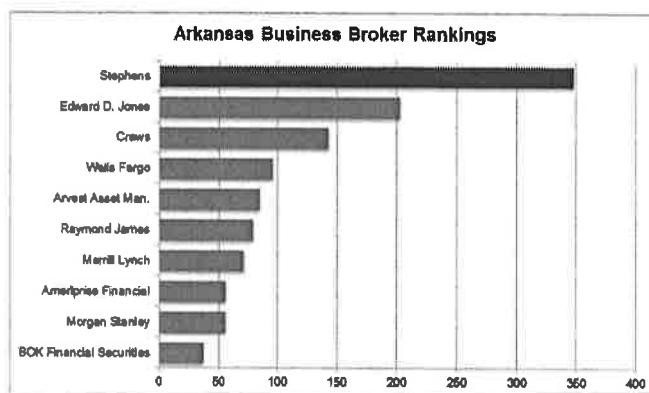
Mayor Wayne McGee
501.676.4300



While we have only highlighted 3 of our most recent sale and use tax bond issues, please keep in mind that Stephens has a long history of working on sales and use transactions tax bonds. Because our firm frequently works on these types of transactions, we have already identified a potential investor pool for the borrowing, as well as know how to best structure the transaction in order to achieve the lowest possible interest rate. This will be important to you because our firm will be able to move quickly to secure the best possible financing for you.

Experienced Financing Team and Arkansas's Leading Sales Force.

The professionals that will be assigned to the City's financing have well over 50 years of combined experienced working on sales and use tax bond issues for Arkansas communities. Moreover, our 348 account representatives, who are registered in Arkansas, represent 28% of total registered representatives in the state. With six sales offices in Arkansas, we can assure a statewide marketing effort for your bonds. The more investors involved should translate to lower borrowing costs as investors will be competing to buy the City's bonds.



In addition, please note that our Arkansas presence is important to the City because:

- **Stephens has an exceptional Arkansas account base.** Stephens is the state's leader in both retail and institutional sales of municipal bonds. Our sales personnel cover 18,242 active accounts (15,621 retail and 2,621 institutional). We believe our large account base offers a significant marketing advantage to the City.
- **Stephens maintains a constant secondary market in Arkansas bonds.** Investors rely on Stephens as their primary source for Arkansas tax-exempt securities in both the primary and secondary markets. Because we maintain an active secondary market in the securities the firm underwrites, Stephens is considered by many to be a leading market-maker for Arkansas bonds.



F. SERVICES

State the support services as discussed in the "Scope of Services" section of this RFP that would be provided to the City in connection with a typical municipal bond issuance. Include a proposed schedule of events and assignments of responsibilities for all participants, including time estimates for each step.

Stephens will provide advice and service both prior to and after actual entry into the marketplace for the City's bond offering for all services outlined in the scope of services. As well, we will continue to provide ongoing consultation to the City as needed for a broad range of services.

We believe that our continued involvement with the City's staff since the last bond closing typifies the ongoing relationship between Stephens and the City. **Given our history with the City, we are confident our work on this upcoming financing can be done quickly and efficiently.**

We have specifically described the investment banking services that will be provided in connection with the proposed financing in the following sections. As always, our services can be modified to better meet the City's requirements.

Finalize the Financing Plan

This initial phase will require the investment banking team to:

- Evaluate structuring alternatives and advise the City as to the advantages and disadvantages of each financing option.
- Assist the City by reviewing outstanding and proposed financing terms, as well as legal documents that govern the City and the issuance of debt.
- Finalize the timetable for the proposed refunding transaction.

Planning, Scheduling and Legal Document Preparation

It will be our firm's responsibility to coordinate the activities of the financing team and monitor the timetable throughout the issuance process. Our firm will schedule an initial organizational meeting and all subsequent meetings of the finance team. It will be our responsibility to assure that this transaction proceeds quickly and remains on schedule.

Some of our activities in this area will include the following:

- Review the legal framework of the financing documents with the City and its counsel.
- Coordinate the reconciliation of differences in document form and substance throughout the drafting process.
- Work with the rating agency to meet the timetable.

Rating Agency Meetings

Stephens has been closely involved in the City's rating agency dialogue over the years. Our scope of services has ranged from big-picture topics to presentation content and detailed meeting logistics.

- **Assistance with drafting of rating agency presentation.** Stephens has brought more sales and use tax issues to market than any other firm in Arkansas over the last five years and is highly familiar with the questions and criteria that the rating agency use when determining bond ratings. As such, Stephens is well positioned to provide meaningful input into the drafting of the rating agency presentation.
- **Preparing for the rating meeting(s).** Stephens will prepare a list of expected questions before the rating agency meeting. These questions will be based upon our historical experience with the rating agency and the City.
- **Coordinating the logistics of the meetings.** Stephens will continue to manage meeting logistics – coordinating meeting times and schedules, providing copies of materials, printing books, setting up conference lines, taking notes and creating summaries of the meetings.
- **Coordinating follow-up with the rating agency.** Stephens will take an active role in the follow up work with the rating agency and will communicate with the rating analyst(s) to help frame the City in the most favorable light.
- **Review and coordination of comments to draft reports.** When a draft report is circulated, Stephens will proof the report and coordinate comments from other members of the financing team.
- **Assist with ongoing dialogue and strategy.** The City's interaction with the rating agency does not stop at the end of the meetings. We will assist the City with rating agency outreach, in order to brief the analyst on strategic initiatives or on the release of financial news, as appropriate.

Preparation of the Offering Documents

The City's proposed issue will be offered to the public by means of a preliminary official statement. This document will provide a description of the City and disclosure of material facts affecting overall operations. Preparation of the preliminary



official statement will be the responsibility of bond counsel, the underwriter, the City, and its counsel and auditor. Our investment banking team will:

- Review and comment on the preliminary and final official statements.
- Prepare the sources and uses of funds and debt service schedules for inclusion in the preliminary and final official statements.
- Assure that the preliminary and final official statement form is consistent with the expectations of the rating agency, bond counsel, and investors, as well as fulfilling current regulatory disclosure requirements.

Marketing of the Bonds

Stephens will be responsible for the development of a plan that will position the bonds in the marketplace in an advantageous manner. Much like our work for the City in years past, this plan will include:

- Preparing reports, financial data and other information necessary for the successful marketing of the debt.
- Developing strong investor interest in the City's offering so as to ensure receipt of a competitive interest rate for this issue.
- Conducting an intensive pre-sale effort in order to simulate demand for the bonds and ensure an aggressive market rate from existing City's bondholders, as well as new investors.
- Stimulating investors' interest in the City by utilizing our Arkansas offices and in-state registered sales professionals.

Bond Offering

In connection with the actual bond offering, we will:

- Make recommendations concerning the timing of the sale of the bonds and such technical details as: principal amounts, maturities, interest coupons, redemption features, etc.
- Inform the City of trends and conditions in the municipal bond market, including interest rates, comparable issues, new issue volume and other significant factors that may affect the City's final debt service cost on this proposed borrowing.
- Prepare and place, as appropriate, public advertising for the bond issue.
- Price the bonds at an acceptable interest rate level during a "retail only" order period and, if necessary, the institutional order period.
- Commit to purchase any unsold bond balances at price levels that are competitive within the marketplace.
- Coordinate activities necessary to assure a smooth and timely closing.

Continuing Services

As we've historically demonstrated, the scope of our investment banking services extends well beyond the initial issuance of debt for the City. Stephens will continue to provide the following ongoing services:

- Continue to maintain a secondary market for the bonds after the proposed issue is sold.
- Maintain an ongoing relationship with the City to provide assistance on financing aspects of capital and strategic planning.
- Monitor the market on an ongoing basis to determine if the City's outstanding indebtedness should be refinanced or restructured.
- Assist the City in evaluating indebtedness and parity bond requirements for continuing disclosure filings.



Please see below, the preliminary Schedule of Events that Stephens proposes.

PRELIMINARY SCHEDULE OF EVENTS AND RESPONSIBILITIES		
Week	Event	Responsibility
Week 1	Meeting with City Representatives and Bond Counsel to discuss structure of financing	City of Fayetteville / Stephens
Week 2	Distribute first draft of financing documents	Bond Counsel
Week 3	Review financing documents	All Parties
Week 4	Distribute blacklined financing documents	Bond Counsel
Week 4	Distribute credit packages to rating agency/insurers	Stephens
Week 5-6	Obtain rating and/or insurance on issue	City / Stephens
Week 7	Approval of Bond Ordinance	City / Stephens / Bond Counsel
Week 8	Publish Bond Ordinance	Bond Counsel
Week 11	Distribute Preliminary Official Statement	Stephens
Week 12	Review offering details with City	Stephens
Week 12	Offer bonds	Stephens
Week 12	Commit to underwrite	Stephens
Week 12	Prepare closing documents	Stephens / Bond Counsel
Week 13	Closing occurs	All Parties

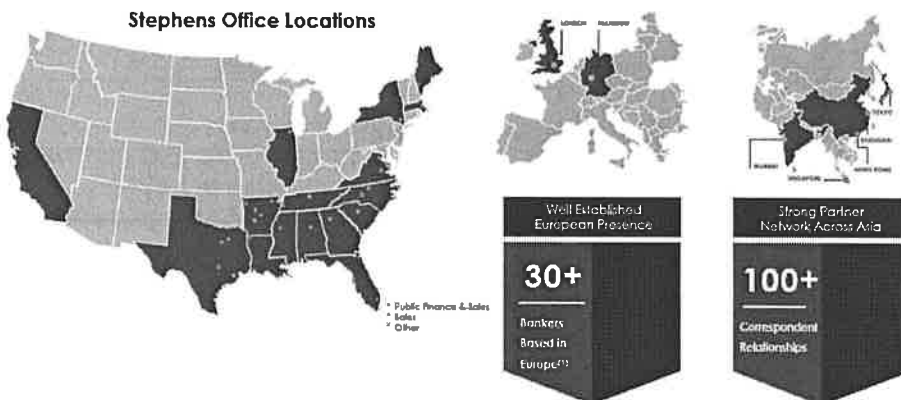


G. EXPERIENCE

Provide a general description of the firm, its history, primary types of work, organizational structure, etc. List relevant municipal bond issuances during recent years in which the firm has served as a senior underwriter. For each municipal issue, please provide the following information as an appendix to the 25 page limit submission.

A Brief Firm Overview. Stephens Inc. was founded in 1933 by W.R. 'Witt' Stephens. His brother, Jack Stephens, joined the firm in 1946 and served as Chairman of the Board and CEO from 1956 to 1986. Since that time, Warren A. Stephens, Jack's son, continues to direct the firm's strategic expansion as Chief Executive Officer.

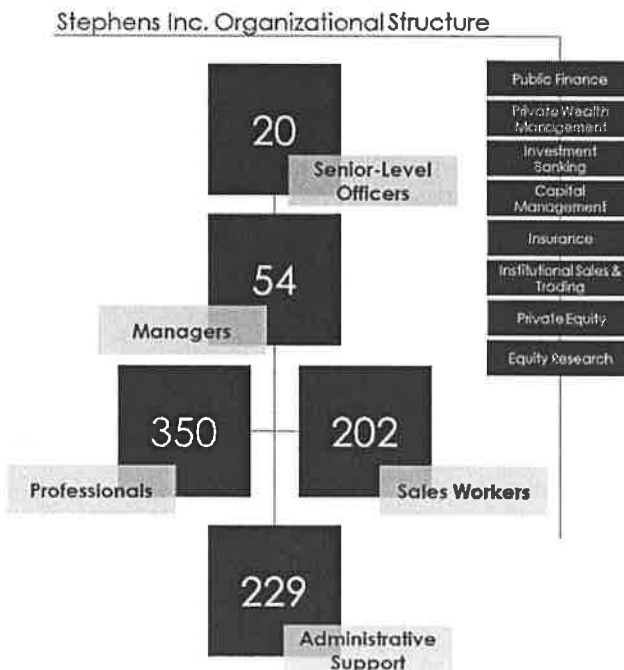
Stephens is a privately owned full service investment banking firm headquartered in Little Rock, Arkansas. From its many offices across the country, Stephens serves a broad client base that includes state and local governments, financial institutions, corporations and individual investors throughout the United States and overseas. The firm's services include the structure and sale of municipal and corporate securities, general securities brokerage, money management, and estate planning. Stephens currently employs approximately 850 individuals, of which over 350 are Arkansas based registered representatives – significantly more than any competing firm.



Stephens was founded as a municipal finance firm. Since that time, we have become a consistent regional leader in the industry. Accordingly, the firm's commitment to public finance has received the unwavering support of the firm's top management team. In fact, in an interview with The Bond Buyer, Warren Stephens said, "We are definitely committed to public finance for a lot of reasons, and one is because it's how our firm started. Another is because we understand the importance of being involved with the development of infrastructure and assisting communities with their planned growth." From our base in Arkansas, we have continued to expand office and professional staff as other firms have sold, consolidated, or closed.

With over 25 office locations worldwide, Stephens employs approximately 850 individuals across 8 financial sectors.

- Public Finance
 - General State Issuance
 - Utilities
 - Transportation
 - Industrial Development
 - Healthcare
 - Governmental Services
 - Special Revenue
 - Education
 - Housing
- Private Wealth Management
- Investment Banking
 - Consumer Goods
 - Energy
 - Financial Sponsors
 - Healthcare
 - Power & Industrial Technology
 - Telecom & Media
- Capital Management
 - Fixed Income
 - Asset Allocation
 - Management Consulting
- Insurance
- Institutional Sales & Trading
- Private Equity



Capitalization. Stephens' financial strength will ensure that the firm is here to serve the City today and in the future. In terms of financial resources and capital, Stephens remains among the largest and best capitalized privately-held investment firms in the United States. **At the end of 2017, Stephens maintained net excess capital of \$132,293,000, which allows the firm to leverage that capacity to underwrite almost \$1.8 billion in a concentrated position.** The firm currently has no restrictions on its excess net capital to underwrite bond issues, and as such, we have the ability and willingness to take excess bonds into inventory should a balance of bonds remain after an order period.

STEPHENS' HISTORICAL CAPITAL POSITION				
Year	Total Capital	Net Capital	Excess Net Capital	Underwriting Capacity
2017	\$187,603,258	\$145,001,343	\$132,293,343	\$1,799,000,000
2016	\$159,942,000	\$125,333,000	\$113,020,000	\$1,526,000,000
2015	\$159,842,000	\$125,435,000	\$112,036,000	\$1,504,000,000
2014	\$186,822,000	\$154,086,000	\$141,695,000	\$1,968,000,000
2013	\$184,239,000	\$139,201,000	\$125,163,000	\$1,687,000,000
2012	\$150,559,000	\$102,611,000	\$ 87,338,000	\$1,098,000,000

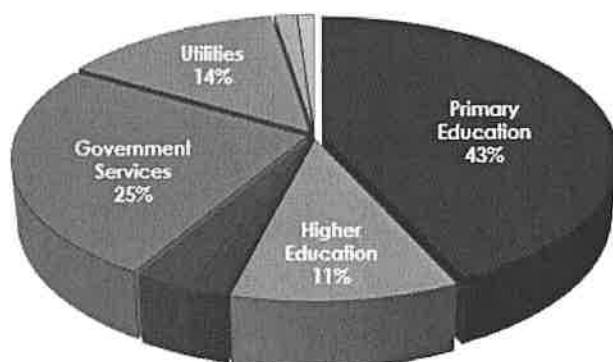
The firm is leveraged at an extremely modest 2:1 and our assets are primarily governmental securities. Our capital position allows the firm to deliver superior, uninterrupted results to clients.

Public Finance Department. Stephens Public Finance Department is currently staffed with professionals who are located in Arkansas offices in Little Rock and Fayetteville, as well as throughout the South in locations, such as: Atlanta, Charlotte, Dallas, Shreveport and Nashville. Stephens' professionals have significant tenure in public finance investment banking, and our senior bankers have, on average, 25 years of experience within the industry.

Today, Stephens' public finance group is recognized as a regional leader in the structuring, underwriting, marketing, and placement of taxable and tax-exempt municipal securities. Our customers include, but are not limited to:

- state, county and local governments and agencies, including utilities;
- K-12 school districts;
- higher education institutions;
- public authorities;
- non-profit corporations; and
- other public entities funded by state and local taxes.

Since January 1, 2008, Stephens has served as underwriter on 2,135 municipal bond offerings, totaling more than \$48.6 billion in par.* This experience is important because it demonstrates not only our underwriting capabilities, but also that we understand how to best position municipal credits given that we are frequently in the market.



MUNICIPAL BOND TRANSACTIONS*		
Issuer Type	Number of Issues	Par Amount (in billions)
Primary Education	920	\$10.9
Govt Services	533	\$14.4
Utilities	298	\$10.7
Higher Education	235	\$5.9
Transportation	56	\$4.3
Healthcare	30	\$0.8
Recreation	30	\$1.0
Industrial Development	23	\$0.5
Housing	10	\$0.3
TOTALS	2,135	\$48.6

*Source: Thomson Reuters Financial Services [as of 01/01/2008-04/01/2018].

See Appendix A for information on relevant municipal bond issuances where Stephens has served as sole or senior underwriter.

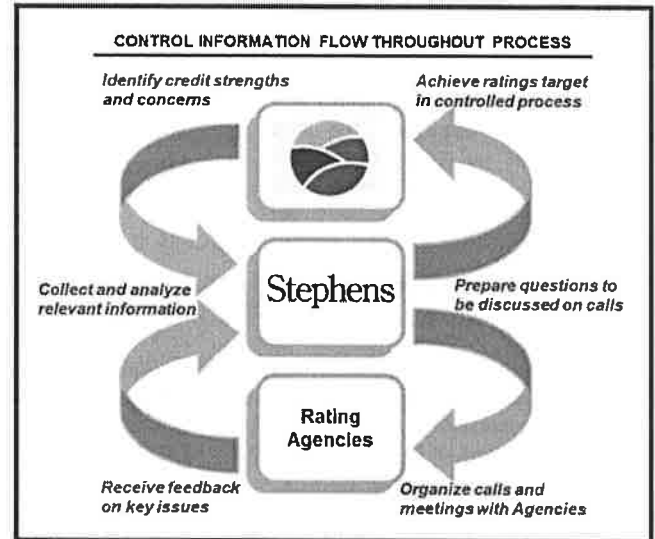


H. BOND RATING

Describe what level of participation would be taken in the bond rating process. For example, describe what could be done to maximize the rating on the City of Fayetteville's municipal bond issues.

Credit Ratings and Enhancement. The best approach for presenting Fayetteville's credit strengths to the rating agencies is to first understand the key rating factors that determine their rating. In working with Stephens, we will evaluate the rating medians to determine areas of concerns and work to structure the transaction in a way to not negatively impact the City's rating.

As you are aware, rating agencies will evaluate four basic factors to determine an issuer's credit ratings, which include economic, financial, management, and debt. In our firm's opinion, the most important factor is to promote the management factors and the ability and willingness of management to make budget decisions that will maintain recurring balances in financial operations. The rating agencies have indicated they "over weigh" management factors and "under weigh" debt factors in their rating methodology. This will be even more critical as the City determines how to issue the additional debt over the next years.



Building on this approach, Stephens would recommend not only modeling the projected operational cash flows and expenditures based upon the projected increase in debt service, but also conducting a key indicator review based upon the agencies' medians. For example, Stephens will work to determine how operating revenues and expenditures compares to your peer groups, population trends, and debt capacity. Building on these factors, Stephens will model the additional debt obligation over the next years to determine the extent any additional obligations will have on the City's credit standing and what actions, if any, should be taken in conjunction with the additional debt load to manage future allocation of resources.

In addition, Stephens will serve as the City's advocate throughout the credit rating process by reviewing credit issues, legal documents, comparable transactions, and business covenants to ensure that the City is reflected in the most positive manner. Our assistance will include the following steps as directed:

- Contact credit analysts well in advance of any meetings or conference calls to determine what, if any, areas should be specifically addressed;
- Review and model the financial performance;
- Analyze the City's performance against peer issuers;
- Address areas that might be of concern to the rating agencies;
- Assemble a "credit package" to familiarize the analysts with the City's proposed financing well in advance of the formal process;
- Work with the City to refine the presentation highlighting its credit strengths;
- Conduct a "rehearsal" during which all appropriate staff and participants may make their presentations and answer questions likely to be asked by the analysts;
- Assist in the preparation of a presentation packet;
- Attend the formal rating agency presentations to review any questions, open points, or modifications to legal structure with the rating analysts;
- Outline and present the benefits of the financing plan components;
- Assess the impact of the agencies' responses; and
- Assist in the negotiation of final terms and conditions of the rating agency reports.



Stephens' New York offices.

If a need develops for face-to-face meetings in New York, we would be glad to offer the use of our midtown offices on East 55th Street. In the recent past, our clients have indicated a more positive experience by having the rating agencies come to our offices rather than traversing Manhattan to meet at each one of the rating agencies' offices.



I. FEES

State the proposed/anticipated fee range expected to be charged for services per \$1,000 in bonds issued. The breakdown of fees should be as follows:

1. Management fee
2. Underwriting risk
3. Takedown
4. Miscellaneous expenses
5. Total fee per \$1,000 bond issue.

Should a firm desire not to break out the various fees listed, the proposal may contain a fee per \$1,000 of bonds issued that includes ALL aspects of the underwriter's spread. In addition, identify and estimate any other professional fees, not included in the itemized fees or underwriter's spread, which the City would be expected to pay (i.e. underwriter's counsel). Any change in the takedown fee component, which is subject to market conditions, must be substantiated by the market conditions to the satisfaction of the City.

FEE PROPOSAL. Stephens proposes an underwriter discount range **\$3.95 - \$4.95 per \$1,000 bond**. This proposal assumes that Stephens will act as sole managing underwriter. The proposed takedown structure is reflective of Stephens' commitment to the City and Stephens' willingness to underwrite any unsold balances. This amount will be paid to Stephens for time spent advising the City on the election, as well as the structuring, marketing, and managing of the bond issue. Stephens' underwriting fee is entirely contingent upon the successful election, sale, and closing of the proposed bond issue. Any underwriting fees for future bond issues will be negotiated with the City based on the terms, size, and complexity of the proposed issue. Based on our relationships with Arkansas based bond counsels, we do not anticipate a need for underwriter counsel.

As an aside, we would like to note that a large part of this fee will be used to compensate our salesforce; those who are responsible for selling the City's bonds and who work on commission. As such, it is important the fee provides an incentive to our salespeople to sell the City's bonds.

Underwriting firms that agree to accept a below-market fee may be unable to sell the bonds at appropriate interest rate levels because their salesforce is not engaged in the transaction due to a lack of potential compensation. In those instances, a common alternative is to increase interest rates on the bonds in order to make them more attractive in the market. As you can understand, this approach is not in the City's best interest as it results in higher borrowing costs.

At Stephens, we believe the most important part of a bond issue is to effectively market the bonds so that the client receives the lowest possible interest rate at the time of the bond sale. To provide an example of the importance of effectively marketing bonds, a difference of just 0.25% in average interest rate equates to over \$2,345,000 in additional interest cost over the life of a bond issue. (This amount is based on a \$160,000,000 issue size with a 15-year repayment term.)

Finally, keep in mind that interest rate information provided by any underwriting firm several weeks or months before bonds are sold is preliminary and subject to change. Interest rates on a bond issue are not determined until the day of sale and are dependent on market conditions at that point in time. **If selected, Stephens will work with the City to determine the appropriate fee levels based on the work required.**



J. COMPANY

- (i) Experience: Proposer shall provide a detailed description of similar city and/or county projects or contracts that currently use the proposed system, completed and/or presently provided during the past five (5) years. Provide complete contact information, name, address, phone and emails for all references.
- (ii) Company Principals: Provide a brief biographic overview of the Company's key principals.
- (iii) Capabilities: Proposer shall provide a description of limitations relate to facilities, staff personnel, on-going projects/contracts, etc. Specifically, provide in RFP response what priority will be placed on this project.
- (iv) Company Organization:
 - 1. Primary Business: Proposers shall describe company's primary business interest and/or operations including organization and affiliations. Include the magnitude of your operation as it relates to this project.
 - 2. Company History: Provide pertinent company historical information that will demonstrate your capability to successfully accomplish this project.

Experience

Since 2012, Stephens has managed over 60 sales and use tax transactions in Arkansas totaling more than \$770 million in par amount. Please see Appendix A for a complete listing of our sole and senior managed sales and use tax transactions.

Company Principals

Warren Stephens

Chairman, President and Chief Executive Officer

Warren A. Stephens is Chairman, President and Chief Executive Officer of Stephens Inc. In 1981, Mr. Stephens joined the firm and in 1986, he was elevated to the position of President of the firm, continuing the evolution of a family business that was started by his father and uncle more than 75 years ago. In 2006, Warren Stephens acquired 100% of the outstanding shares of Stephens Inc.

Curt Bradbury

Chief Operating Officer

Mr. Bradbury is Chief Operating Officer and Director of Stephens Inc. He joined the firm in 1972 and has been COO of Stephens Inc. since 1995. In his current leadership position, Mr. Bradbury works with Chairman and CEO Warren Stephens in the development and execution of strategic initiatives and the daily operations of Stephens Inc.

Douglas H. Martin

Senior Managing Director

A native of Little Rock, Mr. Martin joined Stephens in 1981 after beginning his career in M&A with Morgan Stanley in New York. He has been involved in private equity for Stephens for more than 30 years, and has led the effort for the past ten years.

Mark Doramus

Chief Financial Officer

Mr. Doramus is Chief Financial Officer of Stephens Inc. He began his career as a CPA with Arthur Anderson & Co. in Dallas, Texas. In 1988 he joined the Corporate Finance department of Stephens Inc. and in 1996 was named Chief Financial Officer.

Company Capabilities

As stated earlier in this response, Stephens Inc. will make this transaction a top priority of the firm. Mr. Dennis Hunt, who leads Public Finance, will personally manage this transaction with assistance from the personnel located in the Fayetteville and Little Rock offices. Consequently, there are no limitations relative to facilities, staff, or current contracts. Mr. Hunt's participation is indicative of the importance of our firm's relationship with the City of Fayetteville.



Company Organization

Primary Business. Stephens is involved in all sectors of public finance, some of which are highlighted below.

- Sales Tax for various public projects, ranging from community centers and jails to water and sewer improvements. Stephens completed the first sales tax financing for an Arkansas municipality in 1984. Later that year, we closed the first county sales tax financing sold in this state. For nearly twenty years, we have marketed more than two times the amount of Arkansas sales tax issues as compared to our nearest competitor.
- Municipal and County Government. Our work in this area has been for utility systems, city halls, courthouses, community recreation facilities, jails, law enforcement facilities and other related projects. We have devised unique financing structures specifically tailored for our clients in this area.
- Education. Education transactions have always represented a significant portion of our business. Stephens has assisted most of the higher education institutions in Arkansas, as well as institutions in 31 states and territories. In addition, our firm is an active bidder on K-12 public school bonds, other than those issues for which we serve as financial advisor. Securities regulations now prohibit bidding or negotiating underwriting transactions for those issuers to whom the firm serves as financial advisor.
- Housing. Stephens currently serves as senior manager for a multi-year engagement for the Arkansas Development Finance Authority statewide single-family housing bond program. Our approach in housing, as well as other areas of public finance, is to tailor financing structures specifically to the client's long term goals.
- Industrial and Economic Development. Historically, we have helped bring jobs to communities in all parts of the state. Stephens serves as a financing participant with the Arkansas Development Finance Authority's economic development bond programs.
- Arkansas Healthcare Experience. Over the years our firm has consistently dedicated a substantial amount of time and resources to Arkansas' hospitals. Not only do we take pride in assisting five large medical hospital with their financing needs, we also believe our hospital clients outside of major metropolitan areas are just as important. As a result, we have also assisted hospitals like North Arkansas Hospital in Harrison, Ashley County Medical Center in Crossett, Conway Regional Medical Center, Arkansas Methodist Medical Center in Paragould.

Company History

Since 1933, the area of Public Finance has been a core interest of our firm. And while the Department's business continues to grow and evolve, our work remains centered with the client.

Our public finance practice originated in the Little Rock office. Over the last twenty years, however, Stephens' activities have expanded and additional offices have been opened in the south and southeast. In 1993, we opened our offices in Fayetteville to more effectively serve clients in Northwest Arkansas. Specifically, we have assisted the City of Fayetteville with investment banking services since 1995.

Stephens' presence in the public finance market consists of financial advisory and underwriting services. Our efforts are directed towards primary purpose public finance transactions. We specialize in assisting state agencies, counties and municipalities, primary and higher education issuers, utilities, housing and health care systems. As demonstrated under "Company Capabilities" we have consistently ranked as the number one municipal bond underwriter in the State of Arkansas.

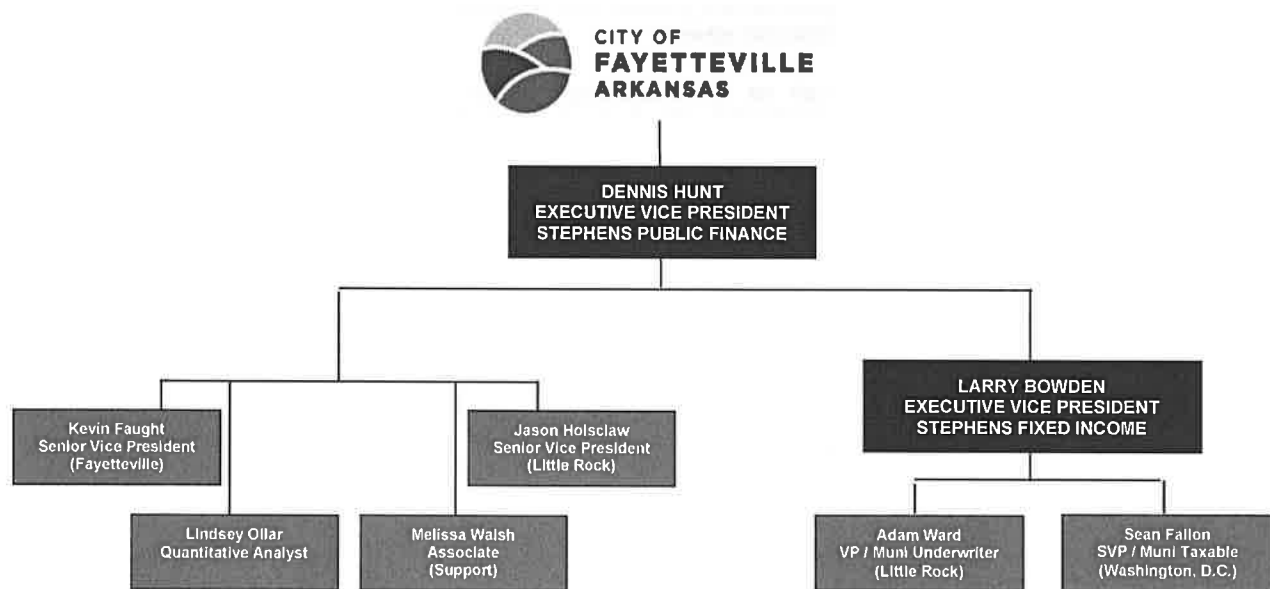
Our approach toward issuers is not about completing transactions. Rather our work is done in a manner that instills confidence and trust. We make a practice of putting an issuer's interest first, which we've found is essential in maintaining long term relationships.



K. PERSONNEL

- (i) **Staff:** The Proposer shall provide a description of staff and work force that will be assigned to effectively facilitate the requirements of this project. Description provided shall include, at a minimum, the number of permanent employees, part time employees and an organizational chart reflecting their responsibilities.
- (ii) **Resumes:** The Proposer shall provide maximum one-page resumes of key personnel intended to be utilized for this project. One-page resumes do not count towards page restrictions outlined in this RFP. Resumes shall include, at a minimum: Position Title, Tenure with Proposer, Experience and Other related information.

One aspect we believe differentiates Stephens from our competition is the level of attention we provide our clients. Stephens utilizes a team approach and each team member is prepared to make this engagement a top priority and be available as needed throughout the term of the engagement. The talented team of professional we have assembled for the proposed financing each have direct experience working with state issuers and utility credits. Your engagement team will be structured as follows:



Dennis Hunt will serve as the primary relationship manager and ensure that all of the firm's extensive human and capital resources are brought to bear to ensure that all elements of our relationship with the City are staffed and executed optimally. **Kevin Faught** and **Jason Holsclaw** will serve as co-senior relationship bankers and support on the proposed financing, while **Melissa Walsh** will also serve as a support banker. In addition, **Lindsey Ollar** will provide the team with direct quantitative support. Our team approach ensures that you and the City will always have a skilled professional available to you at all times.

On our fixed income sales and trading side, **Larry Bowden** will be responsible for the overall coordination of our underwriting activity including capital commitment. **Adam Ward** will advise on market conditions and coordinate the marketing and pricing efforts with our retail and institutional networks, while **Sean Fallon** will provide the team with market analysis and back up support. In addition, the City will have access to our more than 350 registered representatives. (Detailed resumes for Stephens' banking team are found on the following pages.)



PUBLIC FINANCE INVESTMENT BANKING

DENNIS HUNT
EXECUTIVE VICE PRESIDENT, HEAD OF
PUBLIC FINANCE
LITTLE ROCK, AR
501.377.2041 (T)
501.377.3465 (F)
DHUNT@STEPHENS.COM

ROLE: Senior Relationship Banker (Primary Contact). Mr. Hunt is charged with the day-to-day responsibility for this engagement and will work with the City to guide the issuance of the 2019 Bonds through closing. As directed, he will coordinate conference calls, meetings, and all aspects of bond issuance with the underwriting team and the City.

RELATED EXPERIENCE: Mr. Hunt has served as an investment banker with Stephens since 1993, providing investment banking services for tax-exempt and taxable financings. He has managed financings for Stephens including utility, education, housing, healthcare, private activity, tourism and tax-backed bond issues. In recent years, he has structured more than two billion dollars in tax-exempt municipal bond issues. In 2015, Mr. Hunt was selected to head the public finance division for Stephens. He holds Series 7, 50, 53, & 63 licenses.

BACKGROUND: Holds a Master's degree with honors from the University of Arkansas, Fayetteville and has completed post-graduate training at Harvard University, the University of Texas, and the University of Virginia.

KEVIN FAUGHT
SENIOR VICE PRESIDENT
FAYETTEVILLE, AR
479.718.2444 (T)
KFAUGHT@STEPHENS.COM

ROLE: Co-Senior Relationship Banker (Secondary Contact). Mr. Faught will serve as support and is charged with the day-to-day responsibility for this engagement and will work with the City to guide the issuance of the 2019 Bonds through closing. As directed, he will coordinate conference calls, meetings, and all aspects of bond issuance with the underwriting team and the City.

RELATED EXPERIENCE: Mr. Faught joined Stephens' Northwest Arkansas office in Fayetteville as a Public Finance Banker in 2004. Prior to joining Stephens, he spent 11 years in municipal management in the states of Arkansas and Missouri and served most recently as the Assistant City Administrator for the City of Branson, Missouri. Mr. Faught previously served as Assistant to the Mayor/Director of Administration for the City of Springdale, Arkansas. He worked closely with bankers, financial advisors and bond attorneys during his time in city management. Some of his clients include the school districts of Mulberry/Pleasant View, Fayetteville, Farmington and Fort Smith, as well as the cities of Tontitown, Bentonville, Pea Ridge and Lowell.

BACKGROUND: He holds a bachelor's degree in business and a master's degree in public administration from the University of Arkansas at Fayetteville.

JASON HOLSCLOW
SENIOR VICE PRESIDENT
LITTLE ROCK, AR
501.377.2474
501.377.3465 (F)
JASON.HOLSCLOW@STEPHENS.COM

ROLE: Co-Senior Relationship Banker (Secondary Contact). Mr. Holsclaw will serve as support and is charged with the day-to-day responsibility for this engagement and will work with the City to guide the issuance of the 2019 Bonds through closing. As directed, he will coordinate conference calls, meetings, and all aspects of bond issuance with the underwriting team and the City.

RELATED EXPERIENCE: Mr. Holsclaw has over 15 years of experience in government budgeting and finance, and he has managed approximately 100 debt financings for state, municipalities, school districts, utilities, and colleges and universities since joining Stephens in 2012. Prior to Stephens, he was a Senior Analyst with the U.S. Government Accountability Office in Washington, D.C., where he led numerous reviews of federal agency operations and programs. Mr. Holsclaw also served as a senior investigator and advisor to the U.S. Senate Special Committee on Aging. He holds Series 50, 52, & 63 licenses.

BACKGROUND: Mr. Holsclaw holds a M.P.A from the University of Kentucky and B.A. from Ouachita Baptist University.



MELISSA WALSH ASSOCIATE LITTLE ROCK, AR 501.377.2428 501.377.3465 (F) MELISSA.WALSH@STEPHENS.COM	ROLE: Associate Banker and Support. Ms. Walsh will participate in all facets of bond issuance and will provide secondary support and to the financing team and to the Authority's municipal advisor and the Authority, as needed. RELATED EXPERIENCE: Ms. Walsh joined the firm as a member of the Public Finance Department in 2016 and manages taxable and tax-exempt financings as both underwriter and Municipal Advisor to various cities, counties, healthcare organizations and school districts in Arkansas. Prior to joining Stephens, she was the Director of Government Affairs at Teach For America, Arkansas. BACKGROUND: Ms. Walsh has a Bachelor of Arts in Political Science and Sociology from Union College in Schenectady, New York and was a Walton Fellowship recipient for her M.Ed. from Arkansas Tech University.
LINDSEY OLLAR ANALYST LITTLE ROCK, AR 501.377.2354 501.377.3465 (F) LINDSEY.OLLAR@STEPHENS.COM	ROLE: Quantitative Analyst and Support. Ms. Ollar will participate in all facets of bond issuance and will provide quantitative support and analyses to the Authority's municipal advisor and the Authority, as needed. RELATED EXPERIENCE: During Ms. Ollar's time at Stephens, she has directly structured more than 300 primary and secondary education credits since 2011. She will provide the banking team with analytical support, market analysis, and assist in review of bond issuance documents. Prior to joining Stephens, she worked as an analyst for the Arkansas Development Finance Authority. BACKGROUND: Ms. Ollar holds a B.B.A. in Finance from the University of Central Arkansas. She holds the Series 50, 52, & 63 licenses.
FIXED INCOME SALES AND TRADING – MUNICIPAL UNDERWRITING	
LARRY BOWDEN EXECUTIVE VICE PRESIDENT, HEAD OF FIXED INCOME SALES AND TRADING LITTLE ROCK, AR 501.377.2079 501.377.3465 (F) LBOWDEN@STEPHENS.COM	ROLE: Underwriting and Trading RELATED EXPERIENCE: Mr. Bowden is Executive Vice President and Director of Fixed Income Sales and Trading. He oversees all new issue and secondary market activity for mortgage-backed securities, corporate securities, municipal bonds, both taxable and tax-exempt, and U.S. Agency trading. He has been with Stephens Inc. for 35 years and has served the firm in a variety of capacities, including fixed income sales, fixed income trading manager and as the Director of Professional Strategies within the Private Client Group. Mr. Bowden is on the Executive Committee and past Chairmen of the Bond Dealers of America, which is an organization that represents securities dealers and banks predominantly focused on the U.S. fixed income markets.
ADAM WARD VICE PRESIDENT/ MUNICIPAL UNDERWRITING AND TRADING LITTLE ROCK, AR 501.377.8117 501.377.3465 (F) ADAM.WARD@STEPHENS.COM	ROLE: Underwriting. Mr. Ward will serve as the individual that sets the pricing on the 2019 Bonds. Leading up to the offering, Mr. Ward will be available to speak or visit with the City, as needed. RELATED EXPERIENCE: Mr. Ward began his career in Fixed Income Sales in Stephens' St Petersburg, Florida office. Over the past decade, he has been involved in numerous transactions and is also responsible for secondary municipal bond trading. BACKGROUND: Graduate of the University of Arkansas, Fayetteville.
SEAN FALLON SENIOR VICE PRESIDENT/ MUNICIPAL TAXABLE TRADING WASHINGTON, D.C. 202.807.0606 SEAN.FALLON@STEPHENS.COM	ROLE: Advisor/ Market Analysis. Mr. Fallon will provide market analysis and advice on the pricing of the 2019 Bonds. RELATED EXPERIENCE: Mr. Fallon joined Stephens in 2012 to head the firm's municipal taxable efforts, both underwriting and trading. He was also Director of Mortgage Transactions and a Senior Portfolio Manager with Fannie Mae in Washington D.C. At FNMA, he was the lead portfolio manager on the \$15 billion Municipal Assets portfolio and co-managed both the \$120 billion DUS and \$25 billion CMBS portfolios. Additionally, he was a key participant working with the Treasury Department and FHA to address stresses in the Municipal Housing sector. BACKGROUND: Mr. Fallon holds a B.A. from St. Mary's College and both an MS in International Management and MBA from University of Maryland. He is also a Charter Financial Analyst and a Chartered Market Technician.



**Appendix A - Sales and Use Tax Bond Experience
2015 to Present**

Name	Type of Issue	Maturity of the Issue	Issue Sale Date	Sale Type	Par Amount	Role	Rating	Interest Rate Range	TIC	OID	Staff Member
Honorable John Ballentine Mayor 479-632-1410	Alma, Arkansas Sales and Use Tax Bonds, Series 2015	11/01/34	11/19/14	NEG	\$1,445,000	Sole Manager	NR	2.875-3.500	3.3466	18	Kevin Faught
Mark Yardley Director of Public Works 479-632-4110	Alma, Arkansas Sales and Use Tax Bonds, Series 2017	08/01/37	08/17/17	NEG	\$5,100,000	Sole Manager		1.75-3.50	3.5659	17.5	Kevin Faught
Honorable John Ballentine Mayor 479-632-1410	Alma, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Series 2014	11/01/34	10/14/14	NEG	\$5,550,000	Sole Manager	NR	1.000-3.125	2.8725	18	Kevin Faught
Mark Yardley Director of Public Works 479-632-2254	Alma, Arkansas Sales and Use Tax Revenue Bonds, Series 2016	11/01/36	10/25/16	NEG	\$4,940,000	Sole Manager		2.00-2.50	2.3818	18	Kevin Faught
	Bald Knob, Arkansas Sales and Use Tax Refunding Bonds, Series 2016	09/01/26	05/16/16	CPT	\$1,540,000	Sole Manager		1.50-2.35	2.4883	17.5	Michael McBryde
Honorable David Mattingly Mayor 501-776-5905	Benton, Arkansas Sales and Use Tax Bonds, Series 2014	06/01/44	02/24/14	NEG	\$37,720,000	Sole Manager	NR/A+/NR	2.00-5.00	4.126	8.5	Jack Truemper
Mayor David Mattingly Mayor 501-776-5909	Benton, Arkansas Sales and Use Tax Bonds, Series 2015	06/01/44	04/27/15	NEG	\$1,335,000	Sole Manager	NR/A+/NR	3.000-3.875	3.9763	11	Jack Truemper
Honorable Bob McCaslin Mayor 479-271-5968	Bentonville, Arkansas Sales and Use Tax Bonds, Series 2017	11/01/27	03/14/17	NEG	\$24,655,000	Sole Manager	NR/AA-/NR	2.00-2.00	2.8136	10.1	Dennis Hunt
Honorable Tim McKinney Mayor 870-423-4414	Berryville, Arkansas Sales and Use Tax Bonds, Series 2017	09/01/30	08/29/17	NEG	\$8,465,000	Sole Manager		2.00-3.00	2.7812	1.95	Kevin Faught
	Brinkley, Arkansas Sales and Use Tax Bonds, Series 2017	12/01/26	11/07/17	NEG	\$3,220,000	Sole Manager		2.00-2.25	2.4388	15	Michael McBryde
Honorable Bill Cyfert Mayor 501-843-3566	Cabot, Arkansas Sales and Use Tax Bonds, Series 2016	06/01/43	02/25/16	NEG	\$8,290,000	Sole Manager		2.00-3.25	2.7576	8.5	Jack Truemper
Honorable Bill Cyfert Mayor 501-843-3566	Cabot, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Series 2016	06/01/43	05/14/13	NEG	\$42,625,000	Sole Manager	A1/A+/NR	1.00-5.00	3.0563	8.5	Jack Truemper
Honorable Ray Glover Mayor 870-552-9420	Carlisle, Arkansas Sales and Use Tax Refunding Bonds, Series 2017	01/01/28	05/15/17	NEG	\$1,500,000	Sole Manager		1.50-3.15	2.903	12.9	Michael McBryde
Honorable Tab Townsell Mayor 501-450-6110	Conway, Arkansas Sales and Use Tax Capital Improvement and Refunding Bonds, Series 2015	05/01/44	03/10/15	NEG	\$26,970,000	Senior Manager	NR/AA-/NR	2.00-4.50	3.7838	8.5	Jack Truemper
Honorable John Hall County Judge 479-474-1511	Crawford County, Arkansas Sales and Use Tax Revenue Bonds, Series 2014	09/01/24	08/18/14	NEG	\$21,910,000	Sole Manager	NR/AA-/NR	2.00-4.00	2.2307	11	Kevin Faught
	Crittenden County, Arkansas Sales and Use Tax Bonds, Series 2017	03/01/21	09/18/17	NEG	\$16,885,000	Sole Manager	NR/A-/NR	5.00	1.9221	12.75	Michael McBryde
Honorable Scott McCormick Mayor 870-364-6645	Crossett, Arkansas Sales and Use Tax Capital Improvement Bonds (Fire Station Projects), Series 2013	12/01/19	11/06/13	NEG	\$6,210,000	Sole Manager	NR	1.00-2.00	1.663	8.5	Jason Holsclaw
Honorable James Berry Mayor 870-382-2121	Dumas, Arkansas Sales and Use Tax Refunding Bonds, Series 2013A & 2013B	01/01/38	05/13/13	NEG	\$7,670,000	Sole Manager	NR	1.00-2.75	5.228	12.5	Jason Holsclaw
The Honorable Bruce Ledford Mayor 479-643-3400	Elkins, Arkansas Sales and Use Tax Revenue Bonds, Series 2014	09/01/34	08/20/14	NEG	\$2,350,000	Sole Manager	NR	1.625-3.375	3.3203	17.5	Kevin Faught
Honorable Ernie Penn Mayor 479-267-3665	Farrington, Arkansas Sales and Use Tax Bonds, Series 2017	10/01/37	08/14/17	NEG	\$5,050,000	Sole Manager		2.000-3.625	3.4105	17.5	Kevin Faught
Paul Becker Finance Director 479-575-8330	Fayetteville, Arkansas Sales and Use Tax Capital Improvement Bonds, Series 2013	11/01/24	10/22/13	NEG	\$22,750,000	Sole Manager	NR/A+/NR	2.00-3.30	3.23	13	Dennis Hunt
Paul Becker Finance Director 479-575-8330	Fayetteville, Arkansas Sales and Use Tax Capital Improvement Bonds, Series 2015	11/01/24	10/21/15	NEG	\$9,000,000	Sole Manager	NR/AA-/NR	1.00-2.00	1.61	9.5	Dennis Hunt
Honorable Larry Bryant Mayor 870-633-1315	Forest City, Arkansas Sales and Use Tax Construction Bonds, Series 2014	06/01/20	01/21/14	NEG	\$8,035,000	Co-Senior Manager	NR	1.00-3.40	2.919		Michael McBryde
Ray Gosack City Administrator 479-784-2201	Fort Smith, Arkansas Sales and Use Tax Bonds, Series 2014	05/01/27	01/20/14	NEG	\$34,295,000	Senior Manager	NR	2.00-5.00	2.928	8.4	Dennis Hunt
Honorable Rickey Bowman County Judge 479-667-4726	Franklin County, Arkansas Sales and Use Tax Bonds, Series 2017	06/01/42	11/09/17	NEG	\$8,750,000	Sole Manager		2.000-3.625	3.5474	17.5	Kevin Faught
Honorable Rick Davis County Judge 501-622-3600	Garland County, Arkansas Sales and Use Tax Bonds (Taxable), Series 2016	11/01/24	10/24/16	NEG	\$54,695,000	Sole Manager	NR	1.340-2.402	2.3944	7	Jack Truemper
Honorable Jimmy Gossett	Greenwood, Arkansas Sales and Use Tax Bonds, Series 2014	03/01/39	02/03/14	NEG	\$3,200,000	Sole Manager	NR	1.05-4.375	4.051	17.5	Kevin Faught
	Hamburg, Arkansas Sales and Use Tax Bonds, Series 2017A & B	02/01/32	10/23/17	NEG	\$3,650,000	Sole Manager		1.75-2.75	2.9554	17.5	Jason Holsclaw
Mayor Arnell Willis Mayor 870-817-7439	Helena West Helena, Arkansas Sales and Use Tax Bonds, Series 2014	06/01/23	03/18/14	NEG	\$1,305,000	Sole Manager	NR	1.00-3.25	2.838	20	Michael McBryde
Honorable Kevin Hatfield Mayor 479-738-6607	Huntsville, Arkansas Sales and Use Tax Bonds, Series 2013	11/01/39	10/10/13	NEG	\$7,115,000	Sole Manager	NR	1.000-4.125	4.057	15	Dennis Hunt
Honorable Jeff Phillips Mayor 870-523-7400	Jackson County, Arkansas Sales and Use Tax Bonds, Series 2013	06/01/31	04/16/13	NEG	\$9,830,000	Sole Manager	NR	1.000-3.375	2.988	13.5	Jack Truemper
Judge Dale Freeman County Judge 870-886-1110	Lawrence County, Arkansas Sales and Use Tax Bonds, Series 2016	06/01/37	02/02/16	NEG	\$9,045,000	Sole Manager		2.00-3.75	3.4375	12.5	Michael McBryde
Honorable Ray Gack County Judge 479-963-3601	Logan County, Arkansas Sales and Use Tax Bonds, Series 2016	12/01/33	10/17/16	NEG	\$10,000,000	Sole Manager		2.000-3.125	3.0377	15	Kevin Faught
Honorable Wayne McGee Mayor 501-676-4300	Lonoke, Arkansas Sales and Use Tax Bonds, Series 2018		03/12/18	NEG	\$20,270,000	Sole Manager	A1/NR/NR	2.00-5.00	3.7985	12.5	Jack Truemper
Honorable Terry Ott County Judge 870-449-6231	Marion County, Arkansas Sales and Use Tax Bonds, Series 2017	03/01/36	01/10/17	NEG	\$8,165,000	Sole Manager		2.50-3.50	3.5652	17.5	Michael McBryde

Name	Type of Issue	Maturity of the Issue	Issue Sale Date	Sale Type	Par Amount	Role	Rating	Interest Rate Range	TIC	OID	Staff Member
	Marion, Arkansas Sales and Use Tax Bonds, Series 2017	08/01/17	08/01/17	NEG	\$17,375,000	Senior Manager	NR/A+/NR	3.00-5.00	3.2484	13.5	Michael McBryde
Honorable Ron Sterline Mayor 870-269-3804	Mountain View, Arkansas Sales and Use Tax Construction Bonds, Series 2014	03/01/12	01/28/14	NEG	\$2,700,000	Sole Manager	NR	1.10-4.40	4.2654		Michael McBryde
Honorable Robert McAdoo County Judge 870-837-2210	Ouachita County, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Series 2015	05/01/26	09/01/15	NEG	\$8,680,000	Sole Manager	NR	2.00-2.30	2.5923	12.5	Jason Holciew
Honorable Amy Vamer-Olney County Judge 870-837-2210	Ouachita County, Arkansas Sales and Use Tax Refunding Bonds, Series 2014	08/01/36	06/02/14	NEG	\$6,825,000	Sole Manager	NR	1.00-3.80	3.7173	12	Jason Holciew
Honorable Robert McAdoo County Judge 870-837-2210	Ouachita County, Arkansas Sales and Use Tax Refunding Bonds, Series 2015	08/01/36	06/02/15	NEG	\$2,660,000	Sole Manager	NR	1.45-4.00	3.7833	14.25	Jason Holciew
Steve Miller Finance Director 870-730-2014	Pine Bluff, Arkansas Sales and Use Tax Bonds, Series 2016	10/01/16	07/18/16	NEG	\$6,805,000	Sole Manager		2.00-3.50	3.3447	13.75	Jack Truemper
Honorable Shirley Washington Mayor 870-730-2038	Pine Bluff, Arkansas Sales and Use Tax Refunding Bonds, Series 2017	10/01/36	10/18/17	NEG	\$4,460,000	Sole Manager	NR/AA/NR	2.00-3.75	3.4217	4.65	Jack Truemper
Honorable Shirley Washington Mayor 870-730-2000	Pine Bluff, Arkansas Sales and Use Tax Refunding Bonds, Series 2017	10/01/36	06/19/17	NEG	\$6,450,000	Sole Manager	NR/AA/NR	2.00-3.80	3.35	13.75	Jack Truemper
Honorable Jim Harness County Judge 870-448-3554	Searcy County, Arkansas Sales and Use Tax Bonds, Series 2017	03/01/12	01/09/17	NEG	\$2,250,000	Sole Manager		2.500-4.125	4.1484	30	Michael McBryde
Honorable Doug Sprouse Mayor 479-750-9114	Springdale, Arkansas Sales and Use Tax Revenue Refunding Bonds, Series 2013	07/01/25	08/22/13	NEG	\$84,200,000	Senior Manager	NR/A+/NR	2.00-5.00	3.563	8.5	Kevin Faught
Honorable Paul Colvin, Jr. Mayor 479-361-2700	Tontitown, Arkansas Sales and Use Tax Bonds, Series 2017	02/01/18	09/18/17	NEG	\$7,800,000	Sole Manager		1.750-3.625	3.3291	10.5	Kevin Faught
Honorable Barbara Lewallen Mayor 870-483-5355	Trumann, Arkansas Sales and Use Tax Refunding and Improvement Bonds, Series 2015	10/01/31	10/01/15	NEG	\$3,120,000	Sole Manager	NR	1.55-3.50	3.502		Michael McBryde
Honorable Bob Freeman Mayor 479-474-1541	Van Buren, Arkansas Sales and Use Tax Capital Improvement Bonds, Series 2013	10/01/21	01/24/13	NEG	\$1,680,000	Sole Manager	NR	1.000-2.125	1.9713	12.75	Kevin Faught
Honorable James Firestone Mayor 501-796-2537	Vilonia, Arkansas Sales and Use Tax Bonds, Series 2013	12/01/29	11/12/13	NEG	\$1,740,000	Sole Manager	NR	1.00-3.85	3.817	20.1	Jack Truemper
Honorable Neil Cherry Mayor 479-637-3181	Waldron, Arkansas Sales and Use Tax Revenue Bonds, Series 2016	12/01/26	10/04/16	NEG	\$2,975,000	Sole Manager		1.625-2.100	2.1005		Kevin Faught
Don Rollins, Jr. Interim Mayor 479-839-2342	West Fork, Arkansas Sales and Use Tax Bonds, Series 2016	12/01/35	10/26/16	NEG	\$1,135,000	Sole Manager	NR	2.000-3.375	3.327	20	Kevin Faught
Honorable Charles Dallas County Judge 870-347-5206	Woodruff County, Arkansas Sales and Use Tax Bonds, Series 2018	12/01/43	01/18/18	NEG	\$5,860,000	Sole Manager		1.72-3.875	3.7462	16	Michael McBryde
Total Par Amount					\$11,710,000						
Number of Transactions					52						

Northwest Arkansas Experience
 Dennis Hunt's Experience
 City of Fayetteville Experience



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFP (REQUEST FOR PROPOSAL)

REQUEST FOR PROPOSAL: RFP 18-15, Bond Underwriter

DEADLINE: Thursday, September 06, 2018 before 2:00:00 PM, local time

RFP DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Wednesday August 13, 2018

REQUEST FOR PROPOSAL
RFP 18-15, Bond Underwriter

No late proposals shall be accepted. RFP's shall be submitted in sealed envelopes labeled with the project number and name as well as the name and address of the firm.

All proposals shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

The undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Agent.

Name of Firm: Stephens Inc.

Contact Person: Dennis Hunt Title: Executive Vice President

E-Mail: dhunt@stephens.com Phone: 501-377-2041

Business Address: 111 Center Street

City: Little Rock State: Arkansas Zip: 72201

Signature: _____ Date: 09/06/2018

City of Fayetteville
RFP 18-15, Bond Underwriter
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Stephens Inc.

NUMBER OF YEARS IN BUSINESS: 85 HOW LONG IN PRESENT LOCATION: 1990

TOTAL NUMBER OF CURRENT EMPLOYEES: 787 FULL TIME 101 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 3 FULL TIME PART TIME

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. City of Springdale
COMPANY NAME

Springdale, Arkansas 72764
CITY, STATE, ZIP

Mayor Doug Sprouse
CONTACT PERSON

479-750-8114
TELEPHONE

479-750-8559
FAX NUMBER

dsprouse@springdaleark.org
E-MAIL ADDRESS

2. City of Bentonville
COMPANY NAME

Bentonville, Arkansas 72712
CITY, STATE, ZIP

Mayor Bob McCaslin
CONTACT PERSON

479-271-5966
TELEPHONE

479-271-3105
FAX NUMBER

bmccaslin@bentonvilleark.com
E-MAIL ADDRESS

3. City of Van Buren
COMPANY NAME

Van Buren, Arkansas 72956
CITY, STATE, ZIP

Mayor Bob Freeman
CONTACT PERSON

479-474-1541
TELEPHONE

479-471-5010
FAX NUMBER

bfreeman@vanburencity.org
E-MAIL ADDRESS

4. City of Rogers
COMPANY NAME

Rogers, Arkansas 72756
CITY, STATE, ZIP

Mayor Greg Hines
CONTACT PERSON

479-621-1117
TELEPHONE

479-631-2767
FAX NUMBER

ghines@rogersar.gov
E-MAIL ADDRESS

RFP 18-15, Bond Underwriter

SECTION D: Signature Submittal – Required with all responses

Proposers shall include this form completed in its entirety with RFP response. This form shall not count towards page limitations set forth in the RFP.

1. DISCLOSURE INFORMATION

Proposer 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. Proposer response must disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your bid/proposal to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING TWO OPTIONS, AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

X 1) NO KNOWN RELATIONSHIP EXISTS

2) RELATIONSHIP EXISTS (Please explain):

I certify that; as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and my organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

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: Stephens Inc.

Primary Contact: Dennis Hunt Title of Primary Contact: Executive Vice President

Phone#1 (cell preferred): 501-377-2041 Phone#2:

E-Mail Address: dhunt@stephens.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 vendor to disqualification.

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. PRICING:

Pricing shall be attached as a separate form. Reference RFP for details on what all pricing shall include.

5. DEBARMENT CERTIFICATION:

As an interested party on this project, you are required to provide debarment/suspension certification indicating in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.

Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Questions regarding this form should be directed to the City of Fayetteville Purchasing Division.

NAME OF COMPANY: Stephens Inc.

PHYSICAL ADDRESS: 111 Center Street, Little Rock, AR 72201

MAILING ADDRESS: Same as above

PRINTED NAME: Dennis Hunt

PHONE: 501-377-2041 FAX: 501-377-3789

E-MAIL: dhunt@stephens.com

SIGNATURE: 

TITLE: Executive Vice President DATE: 09/06/2018

DUNS#: 001950898 TAX ID: 71-0641478



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/29/2018

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 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 Stephens Insurance, LLC PO Box 3507 Little Rock AR 72203-3507	CONTACT NAME: Tracie Tucker	
	PHONE (A/C, No, Ext): (800) 852-5053 FAX (A/C, No): (501) 377-2470	
	E-MAIL ADDRESS: tracie.tucker@stephens.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Zurich American Insurance Company	
INSURED Stephens Investments Holdings, LLC and Stephens Inc. 111 Center Street, Suite 2300 Little Rock AR 72201	INSURER B: American Guarantee and Liability Insur	26247
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 18/19 Stephens Inc. REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			PRA399472312	6/30/2018	6/30/2019	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$
A	AUTOMOBILE LIABILITY			PRA399472312	6/30/2018	6/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$	
B	☒ UMBRELLA LIAB ☒ OCCUR			AUC913864312	6/30/2018	6/30/2019	EACH OCCURRENCE \$ 10,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 10,000,000
	☐ DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC399474612	6/30/2018	6/30/2019	PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property-Special Form Incl FL & EQ Replacement Cost			ERP654135009	6/30/2018	6/30/2019	Blanket Limit 150,000,000

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

CERTIFICATE HOLDER

CANCELLATION

DHunt@stephens.com City of Fayetteville 113 W. Mountain Street Fayetteville, AR 72701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Stan Payne/TUTR
--	--

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MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council

THRU:

FROM:

DATE: August 9, 2023

SUBJECT: .

RECOMMENDATION:

Councilmember Moore is sponsoring an ordinance to address external noise attenuation of data centers and to prevent noise disturbances in the City of Fayetteville. The ordinance contains an emergency clause and would go into effect immediately.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Agenda Request - Data Centers and Digital Asset Mining Facilities - Councilmember Moore, AR Municipal League Crypto Mining and Data Center Guidance, Exhibit A - Data Center Regulations



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-957

AN ORDINANCE TO AMEND §151.01 DEFINITIONS; §161.31 DISTRICT I-2, GENERAL INDUSTRIAL; AND §162.01 ESTABLISHMENT/LISTING; AND TO ENACT §164.27 DATA CENTERS IN THE UNIFIED DEVELOPMENT CODE TO ADDRESS EXTERNAL NOISE ATTENUATION OF DATA CENTERS AND TO PREVENT NOISE DISTURBANCES IN THE CITY OF FAYETTEVILLE, AND TO DECLARE AN EMERGENCY

WHEREAS, the equipment associated with the cooling systems and generators required to operate data centers generate broadband noise and low-frequency hums that result in noise disturbance. Noise disturbance is the cause of degradation and may produce negative impacts on public health, property, and the environment; and

WHEREAS, noise attenuation should be an integral part of the design and construction of data centers in order to prevent noise pollution and noise disturbance; and

WHEREAS, the City of Fayetteville finds that the public interest is served by the prevention of unreasonable noise emanating externally from the Data Centers and the provisions of this Ordinance are enacted for the purpose of preserving and protecting the public health, safety, welfare and property of the residents of Fayetteville.

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 § 151.01 **Definitions** of the Unified Development Code by enacting the following definition:

“Data Center: A facility constructed and operated that is engaged in storage, management, processing, and transmission of digital data, including facilities used for cryptocurrency mining, which houses networked computer systems along with supporting equipment such as batteries, back-up power generators, HVAC and cooling systems. A data center does not include a dwelling unit used for home digital asset mining as defined by Ark. Code Ann. § 14-1-501, *et seq.*”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends §162.01 **Establishment/Listing** in Chapter 162 **Use Units** of the Unified Development Code by enacting a new section (VV) as follows:

(VV) *Unit 47. Data Centers*

- (1) Description. Unit 47 consists of uses related to facilities engaged in storage, management, processing, and transmission of digital data, including facilities used for cryptocurrency mining.
- (2) Included Uses.

Data Centers

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends § 161.31 – **District I-2, General Industrial** of the Unified Development Code by adding Unit 47 to subsection (B)(1) *Permitted Uses*.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby enacts § 164.27 **Data Centers** in Chapter 164 **Supplemental Zoning Regulations and Specialized Development Regulations** of the Unified Development Code as shown in Exhibit A attached hereto.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby determines that if any provision of this Ordinance is found to be invalid by the decision of any court of competent jurisdiction, such invalidity shall not affect the remaining sections, phrases, and provisions of this Ordinance which remain valid and enforceable.

Section 6: ***Emergency Clause.*** That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay to address the potential harmful effects of noise disturbances emanating from data centers, which is necessary for the public peace as well as the health and safety of Fayetteville residents. Therefore, the City Council hereby declares an emergency exists such that this ordinance shall become effective immediately upon its passage and approval.

AGENDA REQUEST FORM

FOR: Council Meeting of September 5, 2023

FROM: Council Member Sarah Moore

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND §151.01 **DEFINITIONS**; § 161.31 **DISTRICT I-2, GENERAL INDUSTRIAL**; AND § 162.01 **ESTABLISHMENT/LISTING**; AND TO ENACT § 164.27 **DATA CENTERS** IN THE UNIFIED DEVELOPMENT CODE TO ADDRESS EXTERNAL NOISE ATTENUATION OF DATA CENTERS AND TO PREVENT NOISE DISTURBANCES IN THE CITY OF FAYETTEVILLE, AND TO DECLARE AN EMERGENCY

APPROVED FOR AGENDA:

Approved by email

8/9/2023

**City Council Member
Sarah Moore**

Blake Pennington

8/9/2023

Senior Assistant City Attorney

Blake Pennington

Approved as to form

ORDINANCE NO. _____

AN ORDINANCE TO AMEND §151.01 DEFINITIONS; § 161.31 DISTRICT I-2, GENERAL INDUSTRIAL; AND § 162.01 ESTABLISHMENT/LISTING; AND TO ENACT § 164.27 DATA CENTERS IN THE UNIFIED DEVELOPMENT CODE TO ADDRESS EXTERNAL NOISE ATTENUATION OF DATA CENTERS AND TO PREVENT NOISE DISTURBANCES IN THE CITY OF FAYETTEVILLE, AND TO DECLARE AN EMERGENCY

WHEREAS, the equipment associated with the cooling systems and generators required to operate data centers generate broadband noise and low-frequency hums that result in noise disturbance. Noise disturbance is the cause of degradation and may produce negative impacts on public health, property, and the environment; and

WHEREAS, noise attenuation should be an integral part of the design and construction of data centers in order to prevent noise pollution and noise disturbance; and

WHEREAS, the City of Fayetteville finds that the public interest is served by the prevention of unreasonable noise emanating externally from the Data Centers and the provisions of this Ordinance are enacted for the purpose of preserving and protecting the public health, safety, welfare and property of the residents of Fayetteville.

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 § 151.01 **Definitions** of the Unified Development Code by enacting the following definition:

“Data Center: A facility constructed and operated that is engaged in storage, management, processing, and transmission of digital data, including facilities used for cryptocurrency mining, which houses networked computer systems along with supporting equipment such as batteries, back-up power generators, HVAC and cooling systems. A data center does not include a dwelling unit used for home digital asset mining as defined by Ark. Code Ann. § 14-1-501, et seq.”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends §162.01 **Establishment/Listing** in Chapter 162 **Use Units** of the Unified Development Code by enacting a new section (VV) as follows:

(VV) Unit 47. Data Centers

- (1) Description. Unit 47 consists of uses related to facilities engaged in storage, management, processing, and transmission of digital data, including facilities used for cryptocurrency mining.
- (2) Included Uses.

Data Centers

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby amends § 161.31 – **District I-2, General Industrial** of the Unified Development Code by adding Unit 47 to subsection (B)(1) *Permitted Uses*.

Section 4: That the City Council of the City of Fayetteville, Arkansas hereby enacts § 164.26 **Data Centers** in Chapter 164 **Supplemental Zoning Regulations and Specialized Development Regulations** of the Unified Development Code as shown in Exhibit A attached hereto.

Section 5: That the City Council of the City of Fayetteville, Arkansas hereby determines that if any provision of this Ordinance is found to be invalid by the decision of any court of competent jurisdiction, such invalidity shall not affect the remaining sections, phrases, and provisions of this Ordinance which remain valid and enforceable.

Section 6: ***Emergency Clause.*** That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay to address the potential harmful effects of noise disturbances emanating from data centers, which is necessary for the public peace as well as the health and safety of Fayetteville residents. Therefore, the City Council hereby declares an emergency exists such that this ordinance shall become effective immediately upon its passage and approval.

EXHIBIT A

Section 164.26 Data Centers

(A) *Purpose and Applicability.* All Data Centers constructed within the City of Fayetteville shall be designed and built to incorporate sufficient external noise attenuation measures in order to minimize the impact of noise disturbance on residents.

(B) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

1. Ambient Noise: The all-encompassing noise level associated with a given environment, being a composite of sounds from all sources, excusing the alleged offensive noise, at the locations and approximate time at which comparison with the alleged offensive noise is to be made.
2. Data Center shall have the same meaning as set forth in § 151.01 **Definitions** of the Unified Development Code.
3. Decibel (dB) shall have the same meaning as set forth in § 96.01 **Definitions** of Chapter 96 **Noise Control**.
4. Mechanical Equipment: The networked computer systems along with supporting equipment such as batteries, backup generators, and cooling systems housed on the Data Center's property.
5. Noise Attenuation: The reduction of noise levels through the use of sound-absorbing material, architectural design techniques, and/or any other suitable means.
6. Noise Disturbance shall have the same meaning as set forth in § 96.01 **Definitions** of Chapter 96 **Noise Control**.
7. Person: An individual, association, partnership, or corporation, including any officer, employee, department, or agency.
8. Sound: An oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.
9. Sound Level: shall have the same meaning as set forth in § 96.01 **Definitions** of Chapter 96 **Noise Control**.
10. Sound Level Meter: shall have the same meaning as set forth in § 96.01 **Definitions** of Chapter 96 **Noise Control**.

(C) *Noise Attenuation Requirements.* Before a Data Center has commenced construction or operating within this jurisdiction, the property owner and operator proposing to build a Data Center shall comply with the following:

- (1) Notice Requirements. The property owner and operator must notify all residents within a half-mile radius of the parcel, including any affiliated homeowners' association operating

within the half-mile radius, that the property owner and operator intends to build and operate a Data Center on the property. The notice required in this section must be mailed to all property owners, residents, and homeowners' association addresses contained within a half-mile radius extending from the boundary of the site where the proposed Data Center will be built. Proof of notification shall be filed with the Planning Division within 30 days of providing notice. The property owner and operator must notify the Mayor that the property owner and operator intend to build and operate a Data Center. The notice must include the location for the proposed data center. This public notification shall occur at the same time as any other notification required by Chapter 157. If no public hearing is required, then this notification shall occur no less than thirty days prior to the submission of the applicant's development or business license application, whichever occurs first.

- (2) Noise Study Requirements. The property owner of the lands upon which the Data Center is to be located shall conduct a sound study performed by a third-party acoustic engineer to document baseline sound levels in the area of the proposed Data Center, including noise levels measured at the boundary of the site in eight locations (north, south, east, west, northeast, northwest, southeast, southwest.) The report of the study must include sound mitigation recommendations based on the results of the sound study. The property owner must provide a copy of the report of the study to the Planning Division within 30 days of completion of the report.

(3) Noise Attenuation Plan Requirements

- (a) The property owner must consult with a third- party architectural or design firm to develop a building plan that includes necessary noise attenuation measures in order to prevent the external sound level emanating from the Data Center from exceeding the sound level limitations contained in in Chapter 96 **Noise Control** which would be considered a noise disturbance. The building plan is not required to adopt any or all of the noise attenuation recommendations so long as the plan includes noise attenuation measures that the City deems adequate to be in compliance with this section. Noise attenuation measures may include but not limited to:
- (i) Soundproofing walls, screens, panels, fences, or enclosures
 - (ii) Buffer yards
 - (iii) Other noise attenuation measures recommended by the third-party acoustic engineer or the City
- (b) Mechanical equipment must be shown on any proposed plan and must be fully screened on all sides. Mechanical equipment not screened by a facade of the building must be screened by a visually solid fence, screen wall or panel, or parapet wall and constructed with a design, materials, details, and treatment compatible with those used on the nearest facade of the building.

- (c) The property owner must provide a copy of the building plan to the City within 30 days of completion of the plan prior to construction.
 - (d) Any additions, changes, or expansions of the Data Center must comply with the noise attenuation requirements of this section and must be designed and submitted to the City within 30 days of completion of the report.
- (4) Post Completion Noise Study Requirements
- (a) Upon the Data Center's completion, the Data Center operator must conduct a post-construction noise study performed by a third-party acoustic engineer to document noise levels emanating from the Data Center when mechanical equipment is running at full capacity, including all HVAC units and generators necessary for peak operation. Noise levels are to be measured at the boundary of the site in the original eight locations used during the baseline study. The Data Center operator must provide a copy of the report to the City within 10 days of completion of the study.
 - (b) The Data Center shall not begin operations until the completion of the post-construction noise study and submission to the City as required above. In order for the Data Center to be in compliance, the noise study results must show that its operation is in compliance with this section and will not adversely impact residential neighbors. If the results show that the Data Center is not in compliance with this section or will adversely impact residential neighbors, the Data Center will be unable to commence operation until the required noise attenuation measures and noise limitations are met.
 - (c) Furthermore, the Data Center operator must conduct annual noise studies under the baseline and post-construction studies specifications in accordance with subsections (a) and (b) above. The Data Center operator must provide the results to the City within 10 days after the anniversary date of the first sound study report.

(D) *Procedure for Measurement.* All tests shall be conducted according to the procedures set forth in Chapter 96 **Noise Control**.

(E) *Noise Limitations.* It shall be unlawful for any Data Center to make, or continue to cause or permit to be made or continued, noise levels constituting a noise disturbance. For the purposes of this section, the external noise level emanating from Data Centers shall be deemed disturbing to a person, reasonably calculated to disturb the peace and unreasonably offensive and injurious to the public, or their property, if the sound level does not comply with the limits set forth in Chapter 96 **Noise Control**.

(F) *Violations and Penalties.* Violations of the noise limitations shall be subject to the enforcement and penalty provisions of Chapter 96 **Noise Control** as well as any remedies available to the City pursuant to the *Unified Development Code*, state or federal law. Violations

of other provisions of this section shall be subject to the enforcement and penalty provisions of the Unified Development Code.

- (1) Any or all of the following persons may be held responsible for noise violations:
 - (a) The person operating the equipment or creating the noise;
 - (b) The person who employs the person operating the equipment or creating the noise at the time of the violation;
 - (c) The person who owns or rents the property where the violation occurs.
- (2) The following acts, and the causing thereof, are declared to be in violation of this section:
 - (a) The sound level emanating from the Data Center exceeds that allowed by Chapter **96 Noise Control**.
 - (b) The noise attenuation measures provided in the design plan to the City are not incorporated in the construction of the Data Center.
 - (c) Any of the required sound study results are not filed with the City within 30 days of completion of the report.
 - (d) The building plan is not filed with the City within 30 days of completion of the plan prior to construction.
 - (e) Failure to act in accordance with any other provision of this section.
- (3) All data centers shall be in compliance with the requirements of this section before the City will issue a certificate of occupancy; failure to do so will be deemed a violation of this section and may result in an injunction, a stay in commencing operation, denial of allowed occupancy, or denial or withdrawal of city utilities or services.

In working to understand the impact of Act 851 it's important to first understand four key things about the act:

- (1) the written intent of Act 851;
- (2) the definitions and therefore distinction between “digital asset mining business” and “home digital asset mining”;
- (3) what Act 851 expressly authorizes; and
- (4) what Act 851 expressly prohibits.

To start, the intent of Act 851, as written in the act itself, is to recognize that data centers create jobs, pay taxes, and provide general economic value to local communities and this state; and to clarify the guidelines needed to protect data asset miners from discriminatory industry specific regulations and taxes.

Turning towards the definitions, again contained in Act 851, let's start with the definition of “digital asset mining business.” Act 851 defines these as “a group of computers working at a single site that consumes more than one megawatt (1MW) on an average annual basis for the purpose of generating digital assets by securing a blockchain network.” A “home digital asset mining,” on the other hand, is defined in Act 851 as a “mining digital assets in areas zoned for residential use.” Keep these two definitions in mind as you continue reading because Act 851 distinguishes between these two when determining what a city or town can do, or not do, when thinking of regulating these two types of crypto facilities.

Per Act 851, a “digital asset mining business” may operate in this state if the digital asset mining business complies with four things:

- (1) state law concerning business guidelines and tax policies;
- (2) any ordinance concerning operations and safety;
- (3) any rule or rate for utility service provided by or on behalf of a public entity; and
- (4) State and federal employment laws.

As you know, Arkansas law expressly authorizes cities and towns to “perform any function and exercise full legislative power in any and all matters of whatsoever nature pertaining to its municipal affairs.” Ark. Code Ann. § 14-43-602. Of course, there are limitations on this express authority, i.e., when the Legislature passages legislation to limit that authority. Act 851 sets such limitations by, first and foremost, prohibiting local governments from outright banning digital asset mining businesses. But, the act does allow for local governments to determine, in part, where a “digital asset mining business” can locate inside a city or town. For example, Act 851 specifically states that

a person may have a “digital asset mining business” in an area that is zoned for industrial use that has not been designated by the local government for other uses. In other words, a city or town can’t pass an ordinance prohibiting a “digital asset mining business” from operating, but the city or town can require that business locate in an industrial zone. In other words, “digital asset mining businesses” do not have exceptions from all local government regulations, laws, or rules; but Act 851 does place a limit on a city or town’s ability to restrict and regulate.¹

Now that we know what a “digital asset mining business” needs to comply with to operate and now that we know a bit about how a city or town can regulate these businesses, let’s turn to more specifics about what Act 851 prohibits local governments from doing in relation to the operation of “digital asset mining businesses.”

According to the Act, local governments cannot:

- (1) enact or adopt an ordinance, policy, or action that limits the sound decibels generated from “home digital asset mining” other than the limits set for sound pollution generally;
- (2) impose a different requirement for a digital asset mining business that is applicable to any requirement for a data center;
- (3) rezone an area in which a digital asset mining business is located without complying with applicable state law and local zoning ordinances; and
- (4) rezone an area with the intent or effect of discriminating against a digital asset mining business.

Let’s break these restrictions on local governments down a bit more. The first (1) restriction is related to “home digital asset mining” and noise ordinances. Like other home businesses, people typically don’t know a business is being operated in their

¹ While this list seems easy enough, there is an argument floating around that so long as a digital asset mining business satisfies the four things above, then there can be no further regulation on these businesses. In our opinion, this argument reads words into this section than what actually exist. For starters, all this section of Act 851 states is that a digital mining business “may operate in this state” if the business complies with these four things. This section does not state, “a digital asset mining business shall be authorized to operate anywhere in the state.” Nor does it by default preempt digital asset mining businesses from following any other state, federal, or local rule or law that is not encompassed in those the four listed points. For example, it would be difficult to argue that a digital asset mining business is authorized to violate any ADEQ or EPA rules, or the State Fire Code, or any other local ordinances.

neighbor's house until it gets to point where it's obvious that a non-residential use is occurring on the property. As we now know, someone would likely never know that a neighbor is using their house for home digital asset mining. If someone is running a couple of computers mining Bitcoin, it's unlikely that anyone will ever hear it; this is because the neighbor doesn't need industrial-size HVAC units to keep the systems cool, which is the primary reason there is so much noise associated with large-scale crypto mining businesses. But, recall the definition of "digital asset mining business" mentioned above; if your neighbor has a group of computers that consumes more than one megawatt of power on an average annual basis for the purpose of generating digital assets, then your neighbor now has a "digital asset mining business" and is no longer operating a "home digital asset mining" business. With that in mind, Act 851 prohibits a city or town from enacting any noise ordinance applying to "home digital asset mining" that does not apply to noise in your city or town generally, i.e., there can be no special noise ordinance targeting a "home digital asset mining" business.

Turning to the second (2) restriction, cities and towns are prohibited from imposing different requirements for a "digital asset mining business" than what is applicable to other "data centers." The third (3) restriction prohibits local governments from rezoning areas in which digital asset mining businesses exist without following state law and your own zoning ordinances. The final (4) restriction prohibits local governments from discriminating against this type of business. These restrictions on cities and towns are in line with the intent of Act 851.

Now, let's discuss some of the practical issues your city or town will likely face and how you can deal with those issues. Before we do, let's reiterate that local governments cannot outright prohibit digital asset mining businesses. Even though there is no outright prohibition on these businesses, there are three avenues by which a city or town can address some of the common challenges that consistently arise with these types of businesses.

The first avenue is through existing zoning and land-use law. This, of course, applies primarily to cities that have zoning and land-use plans already implemented. Like we mentioned above, Act 851 authorizes a person to have a digital asset mining business in an area that is zoned for industrial use that has not been designated by the local government for other uses. But, that is not the end of your city's ability to apply existing local zoning laws—all of your other local zoning ordinances are still applicable. With that said, your local zoning ordinances may need to be updated to consider "data centers" and now, more specifically, "digital asset mining businesses." If your city has no zoning ordinances related to "data centers" and/or "digital asset mining business", now would be a good time to look into making changes to your zoning to reflect these new types of businesses.

The second avenue local governments have available is through your authority and ability to abate nuisances. A "nuisance" under Arkansas law (Ark. Code Ann. § 14-54-1502) is defined as conduct within a city or town that unreasonably interferes with

the use and enjoyment of lands of another, including conduct on property which disturbs the peaceful, quiet and undisturbed use and enjoyment of nearby property. As you know, a primary function of a city or town is to ensure the peaceful, quiet and undisturbed use and enjoyment of residents' property. This means cities and towns can enact reasonable and non-discriminatory legislation at the local level to ensure everyone can enjoy their property. One of the biggest ways a resident's ability to enjoy her/his property can be interfered with is through noise; so, let's start there.

As we're sure many of you have seen—or heard—there are many examples of “digital asset mining businesses” being very noisy, and being very noisy 24/7. While Act 851 specifically prohibits local governments from passing a noise ordinance on “home digital asset mining” businesses that is different than the general sound pollution ordinance, Act 851 does not prohibit local governments from having noise ordinances on “digital asset mining businesses” so long as that noise ordinance applies the same to data centers. We'll also note a key distinction in a traditional noise ordinance and the issue with noise we're seeing with “digital asset mining businesses”—we're not dealing with someone running a chainsaw or revving up a motorcycle for a couple minutes or for a couple of hours; rather, we are dealing with a continuous noise that never stops at high levels extending off the property lines. We should add that while noise is a primary concern with “digital asset mining,” Act 851 does allow other types of requirements on these businesses, so long as those requirements apply to the same data centers.

Finally, the third avenue through which cities and towns can deal with some of these issues is through utility rates. Act 851 requires “digital asset mining businesses” to comply with any rule or rate for utility service provided by or on behalf of a public entity. Further, the prohibition from imposing a different requirement for a digital asset mining business than what is applicable to other data centers does not apply to any rule or rate for utility service provided by or on behalf of a public entity. So, when setting our rates for utility services, local governments can analyze the impact these types of businesses will have on the utility system when setting rates for a “digital asset mining business.”

FREQUENTLY ASKED QUESTIONS

What are crypto miners?

Crypto-miners are groups of computers that work continuously to solve block-chain algorithms for a chance to be financially rewarded. Under Act 851, there are two types of crypto miners: (1) Home digital asset miners; and (2) Digital asset mining business. The two types are regulated differently.

Are there any advantages to crypto miners moving into a community?

Yes. Crypto miners can generate revenue for a community by using lots of electricity which is subject to taxes and franchise fees. Commercial crypto miners often house lots of computers that are subject to property taxes. Assuming secondary impacts are properly managed, these revenues may greatly exceed the increased burdens imposed on cities and towns by crypto miners.

What are the regulatory concerns about crypto miners?

1. Appearance. Sometimes, crypto miners are housed in large shipping containers that are inappropriate for areas where aesthetics are important to a community.
2. Noise. The primary complaint about crypto miners is noise. Crypto miners can produce significant noise that is disruptive to a community.
3. Portability. Crypto miners are typically very portable; meaning, they can move overnight. The business processes of cities and towns should contemplate the inherent portability of crypto miners.
4. Electric Usage. Crypto miners consume lots of electricity. In areas where the availability of electricity is limited, crypto miners can be challenging for local utilities.
5. Wastewater Usage. Crypto miners typically have little demand for wastewater infrastructure. This is only a problem where a city or town has invested in wastewater infrastructure adjacent to a crypto miner and plan to recoup the investment through usage fees.
6. Water Usage. Water usage by crypto miners can vary greatly. Those that use water for cooling will use enormous amounts of water while those that use other cooling technologies will use little water.
7. Environmental Objectives. A city or town seeking to reduce its carbon footprint will find crypto miners to be challenging. Crypto miners consume enormous amounts of electricity that cause some environmental objectives to be harder to achieve.

How does Act 851 constrain local regulation?

1. No prohibition. Under 14-1-504(a), a digital asset mining business that complies with four general requirements may not be prohibited from operating in the state. A simple reading of this rule means that an otherwise compliant digital asset mining business must be allowed to operate somewhere in the state. More technically, the rule suggests that a digital asset mining business may not be prohibited by any city or town because it is not considered a *nuisance per se*. I recommend that each city and town designate an area where digital asset mining business can lawfully operate.

2. Must allow home digital asset mining in residential zones. Under 14-1-504(c), residents are allowed to operate home digital asset mining businesses in their homes. This rule is consistent with other home-based business rules. Please note that noise regulations apply under #4 below.
3. Must allow digital asset mining businesses in industrial zones, unless area is designated for another use. Under 14-1-504(d), a person may have a digital asset mining business in an industrially zoned area unless the area is designated for other uses. This rule both creates an assumption that crypto mining business should be located in industrial areas and provides an exception for cities that wish to designate an industrial area for other purposes, such as an industrial park used to attract jobs (crypto miners have few employees).
4. Noise emanating from home digital asset mining may be regulated. Under 14-1-505(a)(1), noise regulations applicable to home digital asset mining should be no different than general noise regulations. I recommend that you review your noise ordinance and consider regulating continuous noise differently than peak noise.
5. Noise emanating from digital asset mining businesses may be regulated. Under 14-1-505(a)(2), noise regulations applicable to digital asset mining businesses should be no different than noise regulations for data centers. I recommend that you review your noise ordinance and consider specific noise regulations for crypto miners and data centers.
6. Avoid discriminatory practices. Under 14-1-505(a)(4), cities and towns are prohibited from rezoning an area with the intent or effect of discriminating against a digital asset mining business. This means that you should not rezone an area from industrial to residential or commercial when you know that a digital asset mining business plans to locate in that area.

What points should a city or town consider in regulating crypto miners?

1. Stay within the rules.
2. Restrict crypto miners to home-based operations or industrial zones.
3. Review your noise ordinance and consider special restrictions on: (a) continuous noise; and (b) noise from crypto miners and data centers.
4. Restrict crypto mining from areas that you are specifically using for purposes that are inconsistent with crypto mining, like industrial parks used to attract jobs.

Review utility rules and rates to manage risk associated with inherently transient businesses like crypto miners.

Please carefully review this sample ordinance with your city attorney. You may need to modify this ordinance to better reflect the needs of your city or town.

**BE IT ENACTED BY THE CITY/TOWN OF _____, ARKANSAS, AN ORDINANCE TO
BE ENTITLED:**

**AN EMERGENCY ORDINANCE ADOPTING CERTAIN RULES AND REGULATIONS
CONCERNING EXTERNAL NOISE ATTENUATION OF DATA CENTERS AND TO
PREVENT NOISE DISTURBANCE IN THE CITY/TOWN OF _____; TO
DECLARE AN EMERGENCY; AND FOR OTHER PURPOSES**

WHEREAS, the equipment associated with the cooling systems and generators required to operate data centers generate broadband noise and low-frequency hums that result in noise disturbance. Noise disturbance is the cause of degradation and may produce negative impacts on public health, property, and the environment.

WHEREAS, noise attenuation should be an integral part of the design and construction of data centers in order to prevent noise pollution and noise disturbance.

WHEREAS, the city/town finds that the public interest is served by the prevention of unreasonable noise emanating externally from the Data Centers and the provisions of this Ordinance are enacted for the purpose of preserving and protecting the public health, safety, welfare and property of the citizens of _____, Arkansas.

**THEREFORE, BE IT ORDAINED BY THE CITY/TOWN OF _____, ARKANSAS,
AS FOLLOWS:**

ARTICLE 1. Purpose and Applicability

All Data Centers constructed within this jurisdiction shall be designed and built to incorporate external noise attenuation measures in order to minimize the impact of noise disturbance on the residents of _____, Arkansas.

This ordinance shall apply to limit the noise disturbance originating within the municipal limits of _____, Arkansas.

ARTICLE 2: Definitions

For the purpose of this Ordinance, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

1. *Ambient Noise*: The all-encompassing noise level associated with a given environment, being a composite of sounds from all sources, excusing the alleged offensive noise, at the

locations and approximate time at which comparison with the alleged offensive noise is to be made.

2. *Data Center*: A facility constructed and operated that is engaged in storage, management, processing, and transmission of digital data, including facilities used for cryptocurrency mining, which houses networked computer systems along with supporting equipment such as batteries, back-up power generators, HVAC and cooling systems.
3. *Decibel (dB)*: A unit for measuring the volume of a sound, equal to twenty (20) times to the base 10 (10) of the ratio of the pressure of the sound measured to the referenced pressure, which is twenty (20) micropascals (twenty (20) micronewtons per square meter.)
4. *Mechanical Equipment*: The networked computer systems along with supporting equipment such as batteries, backup generators, and cooling systems housed on the Data Center's property.
5. *Noise Attenuation*: The reduction of noise levels through the use of sound-absorbing material, architectural design techniques, and/or any other suitable means.
6. *Noise Disturbance* is any sound which:
 - a. Endangers or injures the safety or health of humans or animals; or
 - b. Annoys or disturbs a reasonable person of normal sensitivities; or
 - c. Endangers or injures person or real property.
7. *Person*: An individual, association, partnership, or corporation, including any officer, employee, department, or agency.
8. *Property Line*: An imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person, but not including intra-building real property divisions.
9. *Sound*: An oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.
10. *Sound Level*: The weighted sound pressure level obtained by the use of a sound level meter and frequency weighting network, such as A, B, or C as specified in American National Standards Institute specifications for sound level meters (ANSI S1.4-1971, or the latest approved revision thereof). If the frequency weighting employed is not indicated, the A-weighting shall apply.
11. *Sound Level Meter*: An instrument which includes a microphone, an amplifier, RMS detector, integrator or time averager, output meter, and weighting networks used to measure sound pressure levels.

ARTICLE 3: Noise Attenuation Requirements

Before a Data Center has commenced construction or operating within this jurisdiction, the property owner and operator proposing to build a Data Center shall comply with the following:

1. Notice Requirements

- a. The property owner and operator must notify all residents within a half-mile radius of the parcel, including any affiliated homeowners' association operating within the half-mile radius, that the property owner and operator intends to build and operate a Data Center on the property. The notice required in this section must be mailed to all postal addresses and homeowners' association addresses contained within a half-mile radius extending from the property line where the proposed Data Center will be built. Proof of notification shall be filed with the city clerk's office within 30 days of providing notice. The property owner and operator must notify the mayor that the property owner and operator intends to build and operate a Data Center. The notification must include the location for the proposed data center.

2. Noise Study Requirements

- a. The property owner of the lands upon which the Data Center is to be located shall conduct a sound study performed by a third-party acoustic engineer to document baseline sound levels in the area of the proposed Data Center, including noise levels measured at the property line in eight locations (north, south, east, west, northeast, northwest, southeast, southwest.) The report of the study must include sound mitigation recommendations based on the results of the sound study. The property owner must provide a copy of the report of the study to the mayor and file with the city clerk within 30 days of completion of the report.

3. Noise Attenuation Plan Requirements

- a. The property owner must consult with a third- party architectural or design firm to develop a building plan that includes necessary noise attenuation measures in order to prevent the external sound level emanating from the Data Center from exceeding the sound level limitations below which will be considered a noise disturbance. The building plan is not required to adopt any or all of the noise attenuation recommendations so long as the plan includes noise attenuation measures that the architectural or design firm deems adequate to be in compliance with this Ordinance. Noise attenuation measures may include but not limited to:
 - i. Soundproofing walls, screens, panels, fences, or enclosures
 - ii. Buffer yards
 - iii. Other noise attenuation measures recommended by the third-party acoustic engineer
- b. Mechanical equipment must be shown on any proposed plan and must be fully screened on all sides. Mechanical equipment not screened by a facade of the building must be screened by a visually solid fence, screen wall or panel, or parapet wall and constructed with a design, materials, details, and treatment compatible with those used on the nearest facade of the building.

- c. The property owner must provide a copy of the building plan to the mayor and file with the city clerk within 30 days of completion of the plan prior to construction.
 - d. Any additions, changes, or expansions of the Data Center must comply with the noise attenuation requirements of this Ordinance and must be designed and submitted to the mayor and filed with the city clerk within 30 days of completion of the report.
4. *Post Completion Noise Study Requirements*
- a. Upon the Data Center's completion, the Data Center operator must conduct a post-construction noise study performed by a third-party acoustic engineer to document noise levels emanating from the Data Center when mechanical equipment is running at full capacity, including all HVAC units and generators necessary for peak operation. Noise levels are to be measured at the property line in the original eight locations used during the baseline study. The Data Center operator must provide a copy of the report to the mayor and file with the city clerk within 30 days of completion of the study.
 - b. The Data Center shall not begin operations until the completion of the post-construction noise study and submission to the mayor and city clerk as required above. In order for the Data Center to be in compliance, the noise study results must show that its operation is in compliance with this Ordinance. If the results show that the Data Center is not in compliance with this Ordinance, the Data Center will be unable to commence operation until the required noise attenuation measures and noise limitations are met.
 - c. Furthermore, the Data Center operator must conduct annual noise studies under the baseline and post-construction studies specifications in accordance with subsections (a) and (b) above. The Data Center operator must provide the results to the mayor and file with the city clerk within 30 days after the anniversary date of the first sound study report.

ARTICLE 4: Procedure for Measurement

All tests shall be conducted according to the following procedures:

1. *Complaint Driven:* When the measurement is the result of a complaint, measurements will be taken at the property line of the receiving property.
2. *Normal Monitoring:* When the measurement procedure is in the normal course of monitoring sound, the measurements will be taken at the real property line of the source of the sound.
3. *Outdoor Conditions:* No outdoor measurements must be taken while winds exceed (including gusts) 15 miles per hour; under conditions that will allow the sound level

meter to become wet; or when the ambient temperature is out of range of tolerance on the sound meter.

4. *Calibration*: The sound level meter must be verified and calibrated according to the manufacturer's specifications immediately prior to taking the measurements.
5. *Meter Placement*: The sound level meter must be placed a minimum of four feet above the ground or from any reflective surface. The microphone must be pointed at the sound source.
6. *Measurements*: Measurements must include "high", "average", and "low" readings. If the sound level meter does not provide these multiple readings, a minimum of three separate measurements must be taken at a single location at varying time intervals. The average sound level reading shall be used to determine whether there has been a violation of this Ordinance.
7. *Monitoring Report*: The report for each measurement session must include:
 - a. The day, date and time of the measurements,
 - b. Date and time of recent calibration,
 - c. Temperature and wind speed the time of measurement,
 - d. Identification of the monitoring equipment,
 - e. Location, land use, and description of the source,
 - f. Location and land use of the listener, and
 - g. Sound level measurements.
8. *Extraneous Sounds*: If there are extraneous sound sources that are unrelated to the measurements and increase the monitored sound level, the measurement shall be postponed until these noises subside.

ARTICLE 5: Noise Limitations

It shall be unlawful for any Data Center to make, or continue to cause or permit to be made or continued, noise levels constituting a noise disturbance. For the purposes of this section, the external noise level emanating from Data Centers shall be deemed disturbing to a person, reasonably calculated to disturb the peace and unreasonably offensive and injurious to the public, or their property, if the sound level is:

1. 65 dBa or higher during the hours of 8 A.M. to 10 P.M. or 55 dBa or higher during the hours of 10 P.M. to 8 A.M. (as determined by a third-party acoustic engineer) measured at the property line of the receiving property.
2. The standard which may be considered in determining whether a violation of this Ordinance exists includes but is not limited to the following:
 - a. The level or volume of the noise
 - b. The time of day or night the noise occurs
 - c. The duration of the noise
 - d. Whether the noise is recurrent, intermittent or constant

- e. Whether proper and reasonable noise attenuation methods were followed and maintained

ARTICLE 6: Violations

1. Any or all of the following persons may be held responsible for noise violations:
 - a. The person operating the equipment or creating the noise;
 - b. The person who employs the person operating the equipment or creating the noise at the time of the violation;
 - c. The person who owns or rents the property where the violation occurs.
2. The following acts, and the causing thereof, are declared to be in violation of this Ordinance:
 - a. The sound level emanating from the Data Center exceeds 65 dBa or higher during the hours of 8 A.M. to 10 P.M. or 55 dBa or higher during the hours of 10 P.M. to 8 A.M. measured at the property line of the receiving property.
 - b. The noise attenuation measures provided in the design plan to the mayor are not incorporated in the construction of the Data Center.
 - c. Any of the required sound study results are not filed with the mayor and the city clerk within 30 days of completion of the report.
 - d. The building plan is not filed with the mayor and the city clerk within 30 days of completion of the plan prior to construction.
 - e. Failure to act in accordance with any other provision of this Ordinance.
3. All data centers shall be in compliance with the requirements of this Ordinance before commencing operation; failure to do so will be deemed in violation of this Ordinance and result in an injunction and/or a stay in commencing operation.

ARTICLE 7: Penalties

- (1) Any person(s), firm, corporation, partnership, association, owner, occupant, agent or anyone having ownership in the subject property or supervision or control over the Data Center that violates or fails to comply with any provision of this Ordinance, shall be guilty of a misdemeanor.
- (2) Upon conviction of such violation, any offending party shall be punished by fine of \$1,000 for any one specified offense or violation, or double that sum for repetition of the offense or violation. If the act prohibited is continuous in time, the fine or penalty for allowing the continuance thereof, in violation of this Ordinance, shall be \$500 for each day that it may unlawfully continue. If the prohibited act continues after conviction of violation, an injunction in court of proper jurisdiction to abate the nuisance and violation of the Ordinance may be sought and awarded.

- (3) The city or any citizen shall be entitled to pursue all legal and equitable remedies available under the law in order to abate the nuisance and compel compliance with this Ordinance, including injunctive relief and any civil damages the court deems appropriate.
- (4) Until the Data Center is in compliance with this Ordinance and required noise attenuation measures are implemented and noise limitations met, the data center shall cease operations.

ARTICLE 8: Severability

If any provision of this Ordinance is found to be invalid by the decision of any court of competent jurisdiction, such invalidity shall not affect the remaining sections, phrases, and provisions of this Ordinance which remain valid and enforceable.

ARTICLE 9: Emergency Clause

The City/Town of _____ finds that the immediate implementation of this ordinance is necessary for the preservation of the public's peace, health, safety, welfare, and property, an emergency is hereby declared to exist and that this Ordinance is to be in effect immediately after its adoption.

PASSED AND APPROVED this _____ day of _____, 2023.

APPROVED: _____
MAYOR

ATTEST: _____
CITY CLERK

EXHIBIT A

Section 164.27 Data Centers

(A) *Purpose and Applicability.* All Data Centers constructed within the City of Fayetteville shall be designed and built to incorporate sufficient external noise attenuation measures in order to minimize the impact of noise disturbance on residents.

(B) *Definitions.* For the purpose of this section, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

1. Ambient Noise: The all-encompassing noise level associated with a given environment, being a composite of sounds from all sources, excusing the alleged offensive noise, at the locations and approximate time at which comparison with the alleged offensive noise is to be made.
2. Data Center shall have the same meaning as set forth in § 151.01 **Definitions** of the Unified Development Code.
3. Decibel (dB) shall have the same meaning as set forth in § 96.01 **Definitions** of Chapter 96 **Noise Control**.
4. Mechanical Equipment: The networked computer systems along with supporting equipment such as batteries, backup generators, and cooling systems housed on the Data Center's property.
5. Noise Attenuation: The reduction of noise levels through the use of sound-absorbing material, architectural design techniques, and/or any other suitable means.
6. Noise Disturbance shall have the same meaning as set forth in § 96.01 **Definitions** of Chapter 96 **Noise Control**.
7. Person: An individual, association, partnership, or corporation, including any officer, employee, department, or agency.
8. Sound: An oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.
9. Sound Level: shall have the same meaning as set forth in § 96.01 **Definitions** of Chapter 96 **Noise Control**.
10. Sound Level Meter: shall have the same meaning as set forth in § 96.01 **Definitions** of Chapter 96 **Noise Control**.

(C) *Noise Attenuation Requirements.* Before a Data Center has commenced construction or operating within this jurisdiction, the property owner and operator proposing to build a Data Center shall comply with the following:

- (1) Notice Requirements. The property owner and operator must notify all residents within a half-mile radius of the parcel, including any affiliated homeowners' association operating

within the half-mile radius, that the property owner and operator intends to build and operate a Data Center on the property. The notice required in this section must be mailed to all property owners, residents, and homeowners' association addresses contained within a half-mile radius extending from the boundary of the site where the proposed Data Center will be built. Proof of notification shall be filed with the Planning Division within 30 days of providing notice. The property owner and operator must notify the Mayor that the property owner and operator intend to build and operate a Data Center. The notice must include the location for the proposed data center. This public notification shall occur at the same time as any other notification required by Chapter 157. If no public hearing is required, then this notification shall occur no less than thirty days prior to the submission of the applicant's development or business license application, whichever occurs first.

- (2) Noise Study Requirements. The property owner of the lands upon which the Data Center is to be located shall conduct a sound study performed by a third-party acoustic engineer to document baseline sound levels in the area of the proposed Data Center, including noise levels measured at the boundary of the site in eight locations (north, south, east, west, northeast, northwest, southeast, southwest.) The report of the study must include sound mitigation recommendations based on the results of the sound study. The property owner must provide a copy of the report of the study to the Planning Division within 30 days of completion of the report.

(3) Noise Attenuation Plan Requirements

- (a) The property owner must consult with a third- party architectural or design firm to develop a building plan that includes necessary noise attenuation measures in order to prevent the external sound level emanating from the Data Center from exceeding the sound level limitations contained in in Chapter 96 **Noise Control** which would be considered a noise disturbance. The building plan is not required to adopt any or all of the noise attenuation recommendations so long as the plan includes noise attenuation measures that the City deems adequate to be in compliance with this section. Noise attenuation measures may include but not limited to:
- (i) Soundproofing walls, screens, panels, fences, or enclosures
 - (ii) Buffer yards
 - (iii) Other noise attenuation measures recommended by the third-party acoustic engineer or the City
- (b) Mechanical equipment must be shown on any proposed plan and must be fully screened on all sides. Mechanical equipment not screened by a facade of the building must be screened by a visually solid fence, screen wall or panel, or parapet wall and constructed with a design, materials, details, and treatment compatible with those used on the nearest facade of the building.

- (c) The property owner must provide a copy of the building plan to the City within 30 days of completion of the plan prior to construction.
 - (d) Any additions, changes, or expansions of the Data Center must comply with the noise attenuation requirements of this section and must be designed and submitted to the City within 30 days of completion of the report.
- (4) Post Completion Noise Study Requirements
- (a) Upon the Data Center's completion, the Data Center operator must conduct a post-construction noise study performed by a third-party acoustic engineer to document noise levels emanating from the Data Center when mechanical equipment is running at full capacity, including all HVAC units and generators necessary for peak operation. Noise levels are to be measured at the boundary of the site in the original eight locations used during the baseline study. The Data Center operator must provide a copy of the report to the City within 10 days of completion of the study.
 - (b) The Data Center shall not begin operations until the completion of the post-construction noise study and submission to the City as required above. In order for the Data Center to be in compliance, the noise study results must show that its operation is in compliance with this section and will not adversely impact residential neighbors. If the results show that the Data Center is not in compliance with this section or will adversely impact residential neighbors, the Data Center will be unable to commence operation until the required noise attenuation measures and noise limitations are met.
 - (c) Furthermore, the Data Center operator must conduct annual noise studies under the baseline and post-construction studies specifications in accordance with subsections (a) and (b) above. The Data Center operator must provide the results to the City within 10 days after the anniversary date of the first sound study report.

(D) *Procedure for Measurement.* All tests shall be conducted according to the procedures set forth in Chapter 96 **Noise Control**.

(E) *Noise Limitations.* It shall be unlawful for any Data Center to make, or continue to cause or permit to be made or continued, noise levels constituting a noise disturbance. For the purposes of this section, the external noise level emanating from Data Centers shall be deemed disturbing to a person, reasonably calculated to disturb the peace and unreasonably offensive and injurious to the public, or their property, if the sound level does not comply with the limits set forth in Chapter 96 **Noise Control**.

(F) *Violations and Penalties.* Violations of the noise limitations shall be subject to the enforcement and penalty provisions of Chapter 96 **Noise Control** as well as any remedies available to the City pursuant to the *Unified Development Code*, state or federal law. Violations

of other provisions of this section shall be subject to the enforcement and penalty provisions of the Unified Development Code.

- (1) Any or all of the following persons may be held responsible for noise violations:
 - (a) The person operating the equipment or creating the noise;
 - (b) The person who employs the person operating the equipment or creating the noise at the time of the violation;
 - (c) The person who owns or rents the property where the violation occurs.
- (2) The following acts, and the causing thereof, are declared to be in violation of this section:
 - (a) The sound level emanating from the Data Center exceeds that allowed by Chapter **96 Noise Control**.
 - (b) The noise attenuation measures provided in the design plan to the City are not incorporated in the construction of the Data Center.
 - (c) Any of the required sound study results are not filed with the City within 30 days of completion of the report.
 - (d) The building plan is not filed with the City within 30 days of completion of the plan prior to construction.
 - (e) Failure to act in accordance with any other provision of this section.
- (3) All data centers shall be in compliance with the requirements of this section before the City will issue a certificate of occupancy; failure to do so will be deemed a violation of this section and may result in an injunction, a stay in commencing operation, denial of allowed occupancy, or denial or withdrawal of city utilities or services.



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council

THRU: Jonathan Curth, Development Services Director
Susan Norton, Chief of Staff

FROM: Jessica Masters, Development Review Manager

DATE: August 16, 2023

SUBJECT: **VAC-2023-0003: Vacation (N. SHILOH DR/JUNCTION AT SHILOH, 363): Submitted by CRAFTON TULL for property located at N. SHILOH DR in WARD 4. The property is zoned CS, COMMUNITY SERVICES and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 11.73 acres. The request is to vacate a 0.26-acre portion of a utility easement.**

RECOMMENDATION:

Staff recommends approval of VAC-2023-0003 as shown in the attached Exhibits 'A' and 'B', and with the following conditions of approval:

1. Any new easements required by AEP/SWEPCO are to be obtained with final easement plat of associated large-scale development.
2. Any damage or relocation of any existing facilities will be at the applicant's expense.

BACKGROUND:

The subject property is located south of W. Mount Comfort Road and west of I-49, where N. Shiloh Drive dead-ends. The property is split-zoned RMF-24, Residential Multi-Family, Twenty-Four Units Per Acre and CS, Community Services. A portion of the site totaling 9.11 acres was rezoned from I-1, Heavy Commercial and Light Industrial to CS by City Council on February 15, 2022, and a large-scale development for a multi-family residential development (LSD-2023-0004) was approved by Planning Commission on April 10, 2023. An appeal to deny the project was heard by City Council on May 16, 2023, but the approval was ultimately upheld.

Request: The applicant proposes to vacate a portion of an existing general utility easement as indicated in the attached exhibits and totaling approximately 0.26 acres. This easement is required to be vacated in order to continue with the associated approved large-scale development.

DISCUSSION:

The applicant submitted the required approvals with no objections, though with the added conditions from franchise utility providers as listed above. With submittal of the required vacation forms and utility consent, staff recommends approval.

BUDGET/STAFF IMPACT:

NONE

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF, EXHIBIT A, EXHIBIT B, Applicant Request Letter, Petition to Vacate, Survey



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1020

VAC-2023-0003: Vacation (N. SHILOH DR/JUNCTION AT SHILOH, 363): Submitted by CRAFTON TULL for property located at N. SHILOH DR in WARD 4. The property is zoned CS, COMMUNITY SERVICES and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 11.73 acres. The request is to vacate a 0.26-acre portion of a utility easement.

AN ORDINANCE TO APPROVE VAC 23-0003 FOR PROPERTY LOCATED NEAR N. SHILOH DR. IN WARD 4 TO VACATE A PORTION OF UTILITY EASEMENT

WHEREAS, the City Council has the authority under A.C.A. § 14-54-104 to vacate public grounds or portions thereof which are not required for corporate purposes; and

WHEREAS, the City Council has determined that the following described portions of utility easement is not required for corporate purposes.

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 vacates the portion of utility easement as described in Exhibit A and B attached to the Planning Department's memo.

Section 2: A copy of this Ordinance duly certified by the City Clerk along with the map attached as Exhibit A to the Planning Department's memo shall be filed in the office of the Washington County Circuit Clerk.

Section 3: This vacation approval is subject to the following conditions:

1. Any new easements required by AEP/SWEPCO are to be obtained with the final easement plat of any associated large-scale development.
2. Any damage to or relocation of any existing facilities will be at the applicant's expense.

City of Fayetteville Staff Review Form

2022-1020

Legistar File ID

9/5/2023

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

Jonathan Curth

8/18/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2023-0003: Vacation (N. SHILOH DR/JUNCTION AT SHILOH, 363): Submitted by CRAFTON TULL for property located at N. SHILOH DR in WARD 4. The property is zoned CS, COMMUNITY SERVICES and RMF-24, RESIDENTIAL MULTI-FAMILY, 24 UNITS PER ACRE and contains approximately 11.73 acres. The request is to vacate a 0.26-acre portion of a utility easement.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	No	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	\$ -
Budget Adjustment Attached?	No	Budget Adjustment	\$ -
		Remaining Budget	\$ -

V20210527

Purchase Order Number: _____

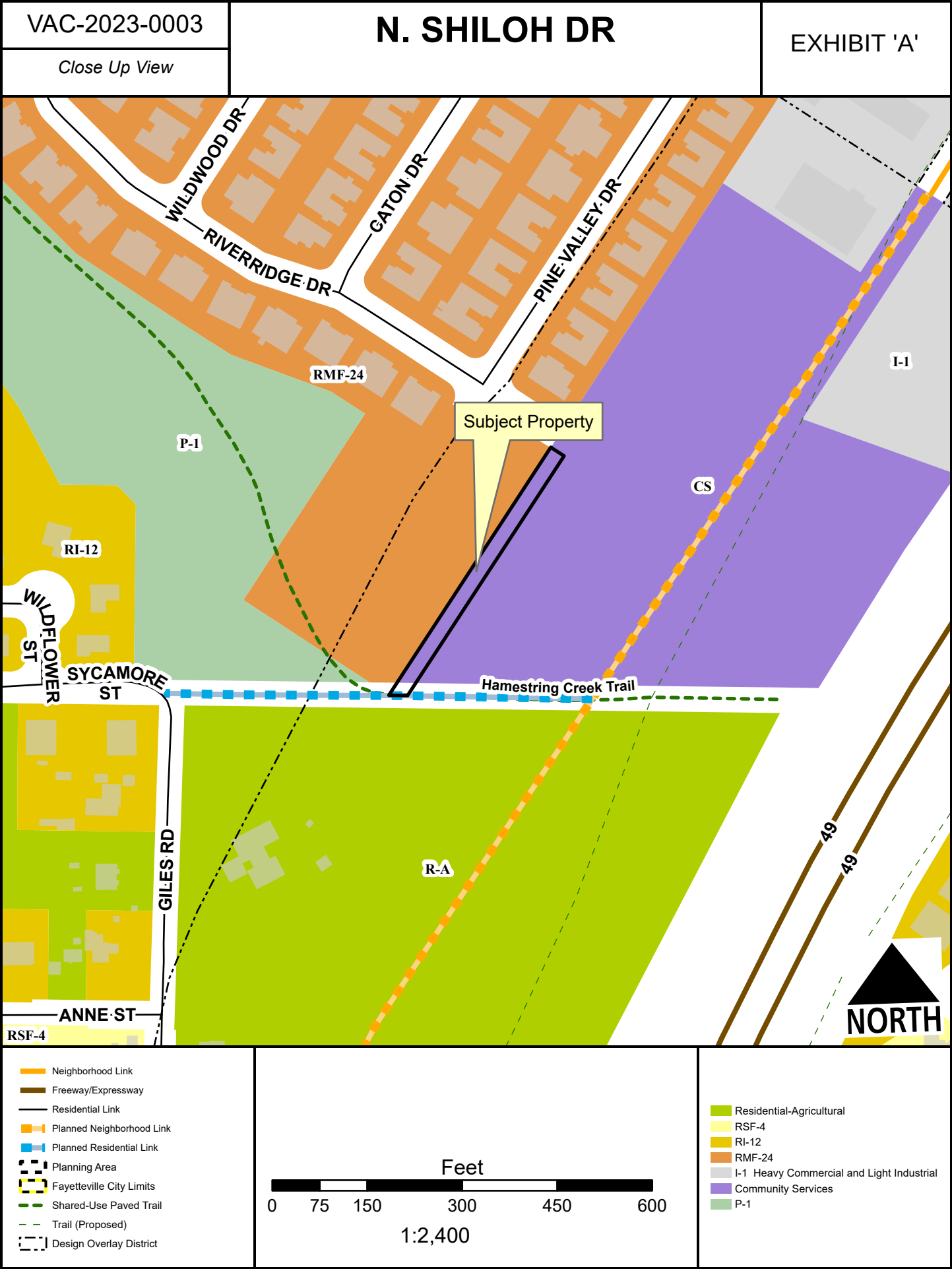
Previous Ordinance or Resolution # _____

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments:



Page 729 of 862

EXHIBIT 'B'

PART OF TRACT 1E, AS PER PLAT RECORD 2022-00018333 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 1E;
THENCE ALONG THE SOUTH LINE THEREOF S54°47'18"E 274.63 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHWESTERLY LINE OF A 25 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN DOCUMENT 1116-713 AND DOCUMENT 1120-940;
THENCE ALONG SAID NORTHWESTERLY LINE N35°09'00"E 467.54 FEET;
THENCE LEAVING SAID NORTHWESTERLY LINE S54°51'48"E 25.00 FEET TO THE SOUTHEASTERLY LINE OF A 25 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN DOCUMENT 1116-713 AND DOCUMENT 1120-940;
THENCE ALONG SAID SOUTHEASTERLY LINE S35°09'00"W 451.63 FEET TO THE SOUTH LINE OF SAID TRACT 1E;
THENCE ALONG SAID SOUTH LINE N87°19'34"W 29.63 FEET TO THE POINT OF BEGINNING, CONTAINING 0.26 ACRES, MORE OR LESS.



August 1, 2023

City of Fayetteville
125 W. Mountain Street
Fayetteville, AR 72701

RE: The Junction at Shiloh – Utility Easement Vacation
CTA Project #22101501

Planning Staff,

Please find attached our application for a Utility Easement Vacation located along the development site for the Junction at Shiloh in Fayetteville.

The legal description and exhibits of the easement to be vacated are included in this submittal. There were no existing utilities found within this easement and all utility departments and franchise utilities have signed off on the vacation of this easement.

Within the package you will find the legal description, parcel map, survey of the site, petition to vacate, and the utility departments' sign off forms. Please let us know if you need any additional information. We look forward to the review and response from the City of Fayetteville.

Sincerely,

Elizabeth Topping, E.I.
Project Engineer

PETITION TO VACATE

PETITION TO VACATE A UTILITY EASEMENT LOCATED IN TRACT 1A, PLAT RECORD 2022-00018333, CITY OF FAYETTEVILLE, ARKANSAS

TO: The Fayetteville City Planning Commission and
The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Tract 1E, Plat Record 2022-00018333, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate an easement which is described as follows:

PART OF TRACT 1E, AS PER PLAT RECORD 2022-00018333 IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT 1E;
THENCE ALONG THE SOUTH LINE THEREOF S54°47'18"E 274.63 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHWESTERLY LINE OF A 25 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN DOCUMENT 1116-713 AND DOCUMENT 1120-940;
THENCE ALONG SAID NORTHWESTERLY LINE N35°09'00"E 467.54 FEET;
THENCE LEAVING SAID NORTHWESTERLY LINE S54°51'48"E 25.00 FEET TO THE SOUTHEASTERLY LINE OF A 25 FOOT WIDE UTILITY EASEMENT AS DESCRIBED IN DOCUMENT 1116-713 AND DOCUMENT 1120-940;
THENCE ALONG SAID SOUTHEASTERLY LINE S35°09'00"W 451.63 FEET TO THE SOUTH LINE OF SAID TRACT 1E;
THENCE ALONG SAID SOUTH LINE N87°19'34"W 29.63 FEET TO THE POINT OF BEGINNING, CONTAINING 0.26 ACRES, MORE OR LESS.**

That the abutting real estate affected by said abandonment of the easement is Tract 1E, Plat Record 2022-00018333, City of Fayetteville used by the public for a period of many years, and that the public interest and welfare would not be adversely affected by the abandonment of the portion of the above described easement.

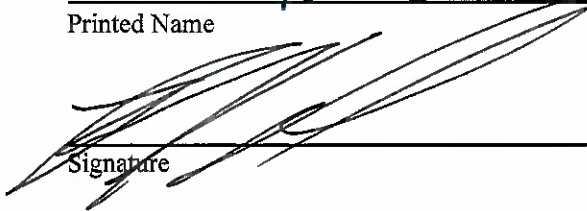
The petitioners pray that the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject, however, to the existing utility easements and sewer easements as required, and that the above described real estate be used for their respective benefit and purpose as now approved by law.

The petitioners further pray that the above described real estate be vested in the abutting property owners as provided by law.

WHEREFORE, the undersigned petitioners respectfully pray that the governing body of the City of Fayetteville, Arkansas, abandon and vacate the above described real estate, subject to said utility and sewer easements, and that title to said real estate sought to be abandoned be vested in the abutting property owners as provided by law, and as to that particular land the owners be free from the easements of the public for the use of said alley.

Dated this 15 day of August, 2023.

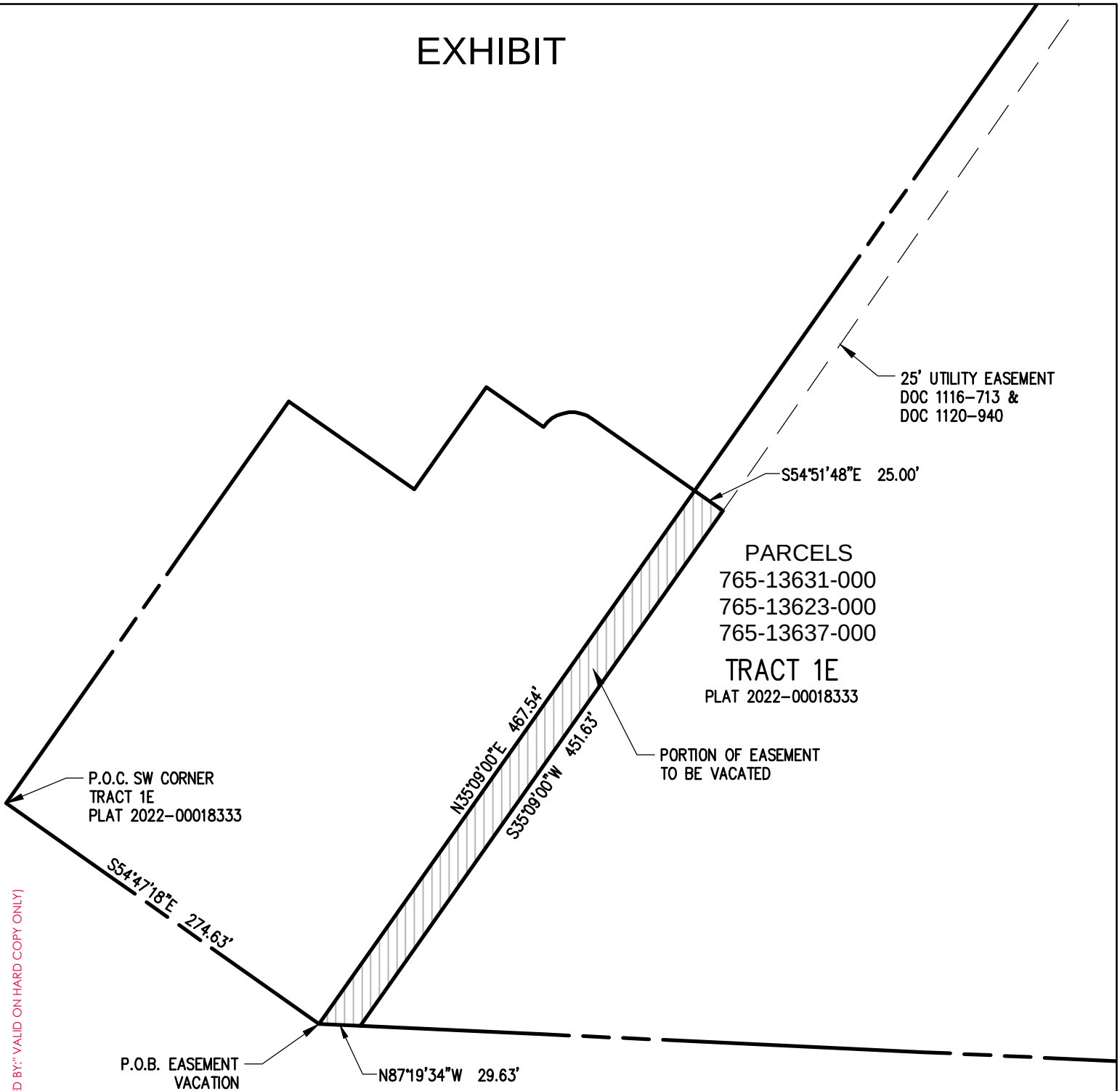
Rob Kimbello
Printed Name


Signature

Printed Name

Signature

EXHIBIT



NOTE:
THIS EASEMENT EXHIBIT IS A GRAPHICAL REPRESENTATION OF THE EASEMENT DESCRIPTION, AND DOES NOT CONSTITUTE A BOUNDARY SURVEY.

PROJECT NO.:	
22101501	
DRAWN BY:	DATE:
	06/14/2023
SHEET:	CHECKED:
1 OF 1	

901 N. 47th St, Suite 400
Rogers, Arkansas 72756

 **Crafton Tull**
architecture | engineering | surveying

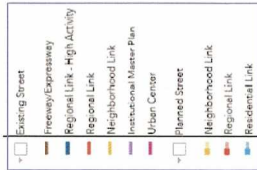
479.636.4838
www.craftontull.com

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DRAWING: G:\22101501-SHLOHAP\INFRASTRUCTURE\SURVEY\DWG\ESMT VACATION.DWG
LAYOUT: ---, LAST SAVED: KM4676, 6/14/2023 8:50:01 AM
LAST PLOTTED BY: KEVIN MONTGOMERY, 6/14/2023 8:50:49 AM ("PLOTTED BY:" VALID ON HARD COPY ONLY)

OWNER DEVELOPER: DOB INVESTMENTS, LLC
1936 N SHILOH DR
FAYETTEVILLE, AR 72704

SITE SURVEYOR: CRAFTON TULL
901 N. 47TH ST., SUITE 400
ROGERS, AR 72756
479-636-4838



CERTIFICATE OF OWNERSHIP & DEDICATION

[illegible]

5/31/2022

LONG INVESTMENTS 110--TITLE



RMF 74
 FRONT—BUILD TO ZONE, 0'-0"
 SIDE OTHER USES—8'
 REAR OTHER USES—20'
 REAR SINGLE FAMILY—5'

CS
 FRONT, BUILD TO ZONE, 10'-25"
 SIDE AND REAR NONE

SIDE OR REAR, WHEN CONTINUOUS
 TO A SINGLE FAMILY RESIDENTIAL -15'

APPROVED FOR RECORDATION
FAYETTEVILLE PLANNING
ADMINISTRATION

By: Rd Date: 6-1-22

NOTES:

THE SURVEY SHOWN HEREON IS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

THE PROPERTY SURVEYED IS WITHIN THE MUNICIPAL LIMITS OF FAYETTEVILLE, AR.

THE ZONING CLASSIFICATIONS SHOWN ON THIS PLAT WERE OBTAINED FROM THE CITY OF FAYETTEVILLE GIS SITE, AND REPRESENT THE ZONING CLASSIFICATION AT THE TIME OF THIS SURVEY.

THE BOUNDARY DETERMINATION SHOWN HEREON WAS BASED UPON THE FOLLOWING:

PIATS/ DEEDS:

SURVEY 2020-0032485
 TRACT SPLIT PLAT 2019-00030753
 POINT WEST SUB PH 1, PLAT 9-64
 TRACT 1 DEED 2018-00015546
 SURVEY PLAT 2018-00012620
 SURVEY PLAT 12-88
 SURVEY PLAT 9-64

FLOOD NOTE

A PORTION OF THIS PROPERTY IS IN FLOOD ZONE "A" & "AE"
AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM'S
FIRM PANEL NUMBER 05143C0205F, REVISED DATE MAY 16,
2008.

THE ABOVE STATEMENT IS FOR INFORMATION ONLY AND THIS SURVEYOR ASSUMES NO LIABILITY FOR THE CORRECTNESS OF THE CITED MAP(S). IN ADDITION, NO INDEPENDENT STUDY OF THE LIKELIHOOD OF FLOODING OF THE SURVEYED PROPERTY HAS BEEN DONE BY THE SURVEYOR AND NO OPINION OF FLOOD HAZARDS IS INCLUDED IN THIS SURVEY. THE FLOOD HAZARD ZONE BOUNDARIES SHOWN HEREON WERE SCALED FROM THE MAP(S) CITED AND ARE NOT THE RESULT OF INDEPENDENT COMPUTATION OR ANALYSIS.

CERTIFICATE OF SURVEY AND ACCURACY.

I HEREBY CERTIFY THAT THE PLAN SHOWN AND DESCRIBED HEREON IS A TRUE AND CORRECT SURVEY AND THAT THE MONUMENTS HAVE BEEN PLACED AS STATED HEREON AS REQUIRED BY THE SUBDIVISION REGULATIONS OF THE CITY OF FAYETTEVILLE.

DATE 5-23-2022



CRAFTON, TULL & ASSOCIATES, INC.
BY RODNEY WOODS, P.S. 1559 (AGENT)

Edy Woods

ALL COPIES THAT DO NOT BEAR AN ORIGINAL SEAL AND SIGNATURE MAY HAVE BEEN ALTERED. THE ABOVE DECLARATION SHALL NOT APPLY TO ANY COPY THAT DOES NOT BEAR AN ORIGINAL SEAL AND SIGNATURE.

CITY PLAT PAGE #363

500-T16N-30W-0-26-200-72-1559

RECORD INFORMATION



Doc ID: 020574810002 Type: REL
Kind: SURVEY
Recorded: 06/01/2022 at 09:53:26 AM
Page 1 of 2
Fee Amt: \$20.00
Washington County, AR
Kyle Sylvester Circuit Clerk
File 2022-00018333

EXHIBIT

ARKANSAS

PREPARED FOR:
CDB INVESTMENTS, LLC

PROPERTY LINE ADJUSTMENT
SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST

LOCALITY MAP

[illegible]

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CERTIFICATE OF AUTHORIZATION:



PROJECT NO: 20102600
ISSUE DATE: 09/05/2022
CONTACT: R.WOODS
CHECKED BY:
SHEET NO.:

1 of 2

RECORD INFORMATION

PROPERTY LINE ADJUSTMENT
SECTION 6, TOWNSHIP 16 NORTH, RANGE 30 WEST
PREPARED FOR:
DDB INVESTMENTS, LLC

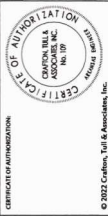
VICINITY MAP

[illegible]

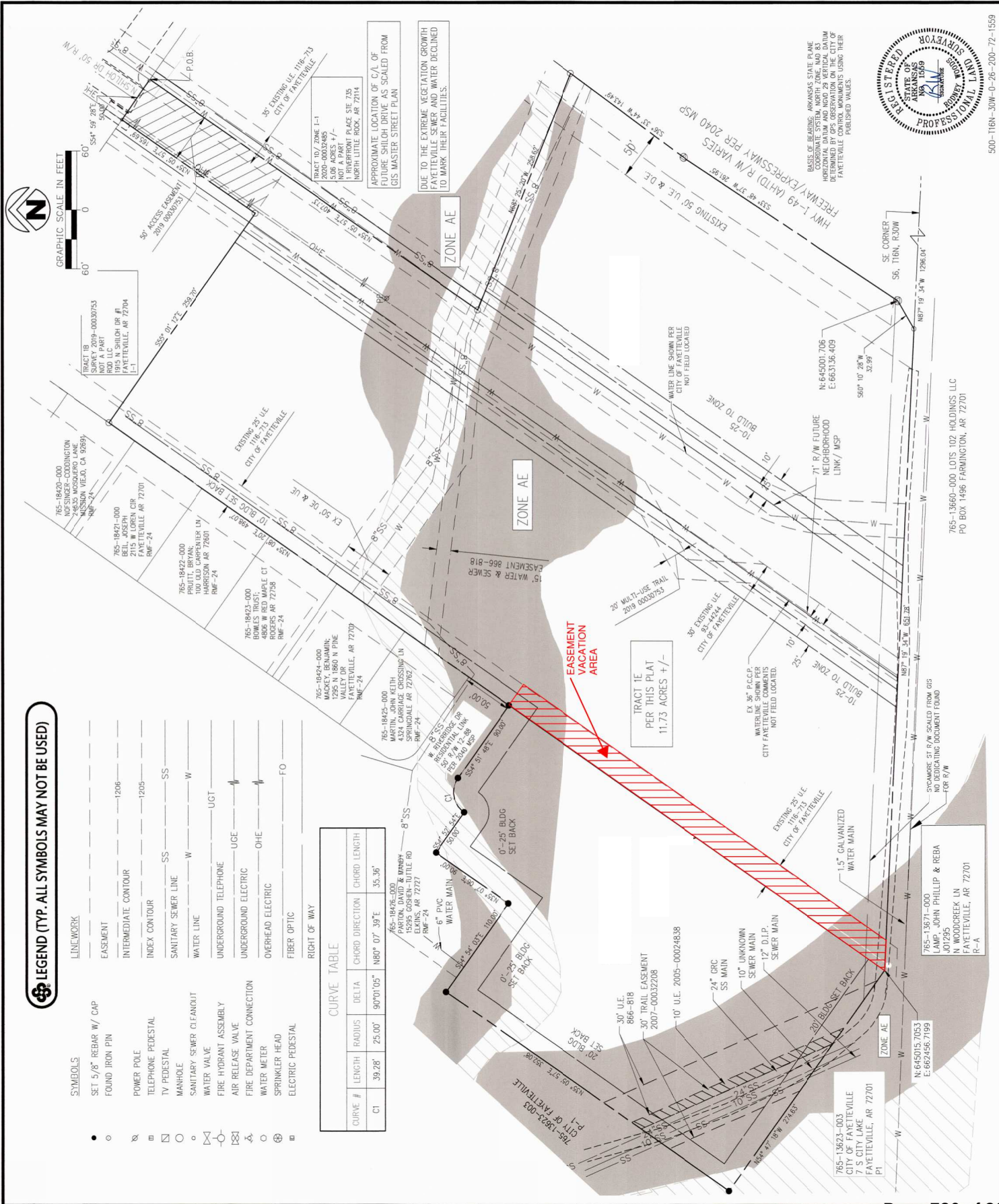
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www.craftionline.com



PROJECT NO: 22101500
ISSUE DATE: 05/09/2022
CONTACT: R.WOODS
CHECKED BY:
SHEET NO.:





MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

DATE: August 17, 2023

SUBJECT: **RZN-2023-0019: Rezoning (1634 W. MARTIN LUTHER KING JR BLVD./GREEN MEADOW CAPITAL, 521): Submitted by GMB KB FAYETTEVILLE LLC for property located at 1634 W. MARTIN LUTHER KING JR. BLVD in WARD 1. The property is split zoned R-O, RESIDENTIAL OFFICE AND C-2, THOROUGHFARE COMMERCIAL and contains approximately 0.88 acres. The request is to rezone the property to C-2, THOROUGHFARE COMMERCIAL.**

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 southwest Fayetteville approximately ¼ mile west of the intersection of S. Razorback Rd. and W. Martin Luther King Jr. Blvd. It is currently split zoned R-O, Residential Office and C-2, Thoroughfare Commercial, and is not part of an overlay district. The project is currently developed with a Boss Man Tacos, Burrito & More Restaurant split between three parcels. The building is bisected by both the split in zoning and a parcel line. In 2008, a conditional use permit was approved permitting a Taco Bell restaurant. While C-2 allows restaurants and drive-thrus by-right, the R-O zoning district only permits restaurants conditionally.

Request: The request is to rezone the property from a split zoning of R-O, Residential Office and C-2, Thoroughfare Commercial to be entirely C-2, Thoroughfare Commercial.

Public Comment: Staff has not received any public comment on the request, and no members of the public spoke at the Planning Commission meeting.

Land Use Compatibility: Staff finds the request to be compatible with the surrounding context. The parcel is adjacent to a regional link-high activity street (W. Martin Luther King Jr. Blvd.) and is already fully developed as a commercial property. The parcel is adjacent to commercial developments to the east and west, with primarily multi-family residential properties making up the remainder of the adjacent properties. A small pocket of industrial property is directly south of W. Martin Luther King Jr. Boulevard. The current zoning, Residential Office, allows many commercial uses, such as limited business; and offices, studios, and related services by

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

right, with others such as eating places; neighborhood shopping goods; clean technologies; and small-scale production allowed by conditional use permit.

Land Use Plan Analysis: Staff finds that the request is generally consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. A moderate-high infill score indicates that the area can likely support additional intensity if it is feasible under the proposed zoning entitlements. The request meets Goal 1 of City Plan 2040 “We will make appropriate infill and revitalization our highest priorities: encouraging the development or redevelopment of vacant, mostly vacant, and underdeveloped property,” by providing the opportunity for additional commercial infill along a regional high-activity link. Conversely, rezoning the property to a single-use district, R-O permits residential and nonresidential uses whereas C-2 is purely nonresidential, is not fully consistent with long-range planning objectives related to encouragement of complete neighborhoods. On the balance of issues, particularly the existing use of the property, staff supports the request.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040’s Infill Matrix indicates 8 attributes for this site that may contribute to appropriate infill. The following elements of the matrix contribute to the score:

- 4-Minute Fire Response (Station 6)
- Near Sewer Main (6-inch W. Martin Luther King Jr. Boulevard, S. Eastern Avenue, and W. Venus Street)
- Near Water Main (12-inch W. Martin Luther King Jr. Boulevard, 6-inch S. Eastern Avenue and W. Venus Street)
- Near Public School (Ramay Jr. High / ALLPS School of Innovation)
- Near University of Arkansas Campus
- Near Paved Trail (Side Path Trail)
- Near Razorback Bus Stop (Lot 54A)
- Appropriate Future Land Use

DISCUSSION:

At the August 14, 2023 Planning Commission meeting, a vote of 7-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Winston made the motion and Commissioner Sparkman seconded. There was no discussion of the request, and no members of the public spoke at the Planning Commission meeting.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: SRF, Exhibit A, Exhibit B, Planning Commission Staff Report

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1016

RZN-2023-0019: Rezoning (1634 W. MARTIN LUTHER KING JR BLVD./GREEN MEADOW CAPITAL, 521): Submitted by GMB KB FAYETTEVILLE LLC for property located at 1634 W. MARTIN LUTHER KING JR. BLVD in WARD 1. The property is split zoned R-O, RESIDENTIAL OFFICE AND C-2, THOROUGHFARE COMMERCIAL and contains approximately 0.88 acres. The request is to rezone the property to C-2, THOROUGHFARE COMMERCIAL.

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 23-019 LOCATED AT 1634 WEST MARTIN LUTHER KING JR BLVD IN WARD 1 FOR APPROXIMATELY 0.88 ACRES FROM R-O, RESIDENTIAL-OFFICE AND C-2, THOROUGHFARE COMMERCIAL, TO C-2 THOROUGHFARE COMMERCIAL

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-O, Residential-Office and C-2, Thoroughfare Commercial to C-2 Thoroughfare Commercial, 0.88 acres.

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

2023-1016

Item ID

9/5/2023

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

Jonathan Curth

8/18/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0019: Rezoning (1634 W. MARTIN LUTHER KING JR BLVD./GREEN MEADOW CAPITAL, 521): Submitted by GMB KB FAYETTEVILLE LLC for property located at 1634 W. MARTIN LUTHER KING JR. BLVD in WARD 1. The property is split zoned R-O, RESIDENTIAL OFFICE AND C-2, THOROUGHFARE COMMERCIAL and contains approximately 0.88 acres. The request is to rezone the property to C-2, THOROUGHFARE COMMERCIAL.

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:

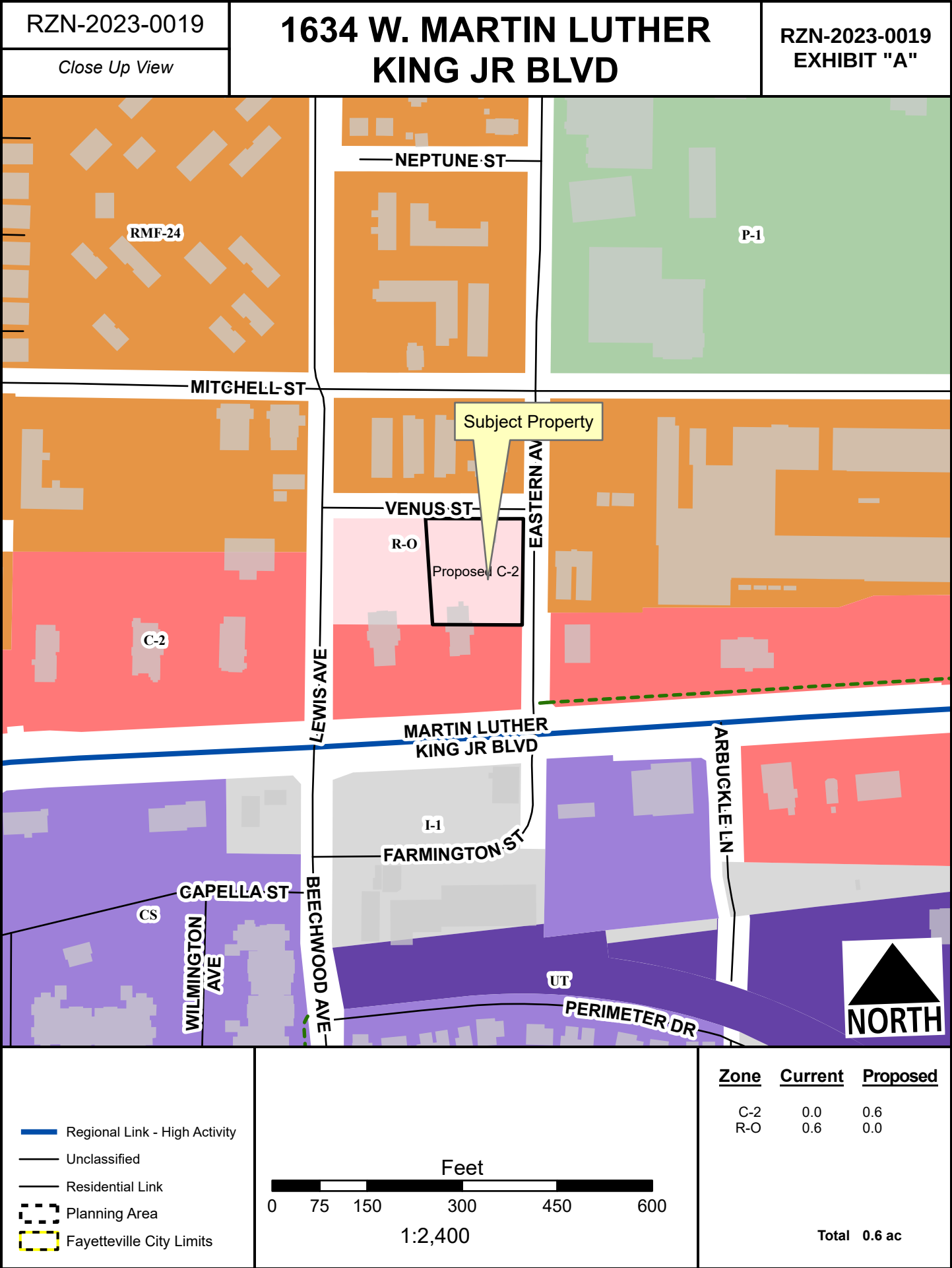
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



RZN-2023-0019 EXHIBIT "B"

GIS Approved
07/07/2023

Legal Description

PT TRACT 2A-R PER 23-352 PT LOT 4 ALL LOT 5-6 BLOCK 2 & NORTH 7.5 FT OF ABANDONED ALLEY PER ORD #
2641



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: August 14, 2023 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2023-0019: Rezoning (1634 W. MARTIN LUTHER KING JR BLVD./GREEN MEADOW CAPITAL, 521):** Submitted by GMB KB FAYETTEVILLE LLC for property located at 1634 W. MARTIN LUTHER KING JR. BLVD. The property is split zoned R-O, RESIDENTIAL OFFICE AND C-2, THOROUGHFARE COMMERCIAL and contains approximately 0.88 acres. The request is to rezone the property to C-2, THOROUGHFARE COMMERCIAL.

RECOMMENDATION:

Staff recommends forwarding **RZN-2023-0019** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0019** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in southwest Fayetteville approximately ¼ mile west of the S. Razorback Rd. and W. Martin Luther King Jr. Blvd. intersection. It is currently split zoned R-O, Residential Office and C-2, Thoroughfare Commercial, and is not part of an overlay district. The project is currently developed with a Boss Man Tacos, Burrito & More Restaurant split between three parcels. The building is bisected by both the split in zoning and a parcel line. The surrounding zoning and land uses are depicted below in Table 1.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Multi-Family Residential	RMF-24, Residential Multi-Family, 24 Units per Acre
South	Restaurant	C-2, Thoroughfare Commercial
East	University of Arkansas	RMF-24, Residential Multi-Family, 24 Units per Acre
West	Restaurant	R-O, Residential Office C-2, Thoroughfare Commercial

Request: The request is to rezone the property from a split zoning of R-O, Residential Office and C-2, Thoroughfare Commercial to be entirely C-2, Thoroughfare Commercial.

Public Comment: Staff has not received any public comment at this time.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

Streets: The subject area has frontage along W. Martin Luther King Jr. Blvd., a fully improved Regional Link-High Activity Street with asphalt paving, curb & gutter, and sidewalk. The subject area has frontage along S. Eastern Ave. and W. Venus St., both fully improved Residential Links with asphalt paving, curb & 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 area. An existing 12-inch water main is present on the north side of W. Martin Luther King Jr. Blvd. An existing 6-inch water main is present on the east side of S. Eastern Ave. and the south side of W. Venus St.

Sewer: Sanitary Sewer is available to the subject area. An existing 6-inch sewer main is present on the north side of W. Martin Luther King Jr. Blvd., the east side of South Eastern Avenue, and the north side of West Venus Street.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. Station 6, located at 990 S. Hollywood Avenue, protects this site. The property is located approximately 0.5 miles from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department expressed no concerns with this request.

Drainage: No portion of the property is within a FEMA floodplain or Streamside Protection Zone, nor are Hydric soils are present on the property. Additionally, no portion of the property is located in the Hillside-Hilltop Overlay District.

Tree Preservation:

The proposed zoning district of C-2, Thoroughfare Commercial requires **15% minimum canopy preservation**. The current zoning district of R-O, Residential Office requires **20% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Urban Center**.

Urban Center Areas contain the most intense and dense development patterns within the City and allow for the tallest and greatest variety of buildings. Urban Center accommodates rowhouses, apartments, local and regional retail, hotels, clean technology industries and entertainment uses. These areas are typified by their location adjacent to major thoroughfares with high visibility. Although Urban Center Areas recognize the conventional big box and strip retail centers existing along major arterials, it is expected that vacant properties will be developed

into traditional mixed-use centers, allowing people to live, work and shop in the same area. Additionally, infill of underperforming or undervalued existing big box and strip centers should be strongly encouraged since there is a greater return on investment for redevelopment of these areas that have existing public infrastructure such as streets, sidewalks, trails, water, sewer and parklands.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score of 8 for this site, with a weighted score of 8.5 at the highest. The following elements of the matrix contribute to the score:

- 4-Minute Fire Response (Station 6)
- Near Sewer Main (See Sewer Above)
- Near Water Main (See Water Above)
- Near Public School (Ramay Jr. High / ALLPS School of Innovation)
- Near University of Arkansas Campus
- Near Paved Trail (Side Path Trail)
- Near Razorback Bus Stop (Lot 54A)
- Appropriate Future Land Use

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 to be compatible with the surrounding context. The parcel is adjacent to a regional link-high activity street (W. Martin Luther King Jr. Blvd.) and is already fully developed as a commercial property. The parcel is adjacent to commercial developments to the east and west, with primarily multi-family residential properties making up the remainder of the adjacent properties. A small pocket of industrial property is directly south of W. Martin Luther King Jr. Boulevard. The current zoning, Residential Office, allows many commercial uses such as limited business; and offices, studios, and related services by right, with others such as eating places; neighborhood shopping goods; clean technologies; and small-scale production allowed by conditional use permit.

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and goals of City Plan 2040. The property has a weighted infill score of 8.5. A moderate-high infill score indicates that the area can likely support additional intensity if it is feasible under the proposed zoning entitlements. The request meets Goal 1 of City Plan 2040 "We will make appropriate infill and revitalization our highest priorities: encouraging the development or redevelopment of vacant, mostly vacant, and underdeveloped property," by providing the opportunity for additional commercial infill along a regional high-activity link. Residential uses are not permitted in the C-2 zoning district.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that a rezoning to C-2 is justified. Currently, the property is split-zoned between R-O and C-2, with the existing restaurant split between them. Staff was unable to locate a conditional use permit for Use Unit 13: Eating Places within the R-O portion of the property and rezoning the parcel would bring the restaurant into zoning compliance for the existing use. Further, the purpose of the C-2 zoning district is “to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers,” which is compatible with the properties location along a major thoroughfare.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The property is currently developed with a commercial restaurant constructed in 2011. A rezoning from R-O to C-2 will increase the developable area of the lot even if the existing building remains. The change from R-O to C-2 would eliminate lot area minimums, reduce the side setback from 15 feet to 0 feet, reduce the rear setback from 25 feet to 20 feet, and allow the construction of an additional story of building height if developed using traditional standards. If redeveloped using urban form standards, the existing 50-foot front setback would be replaced by a build to zone located from 10-25 feet from the property line, and the rear setback would be further reduced to 15 feet. However, staff does not anticipate this will significantly increase traffic danger or congestion. Shared drives within access easements are currently used for both W. Martin Luther King Jr. Blvd. and W. Venus Street, and additional development is not anticipated to substantially impact these streets.

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 to C-2 is unlikely to alter the population density of the city. Residential uses are not permitted in the C-2 zoning 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 recommend forwarding RZN-2023-0019 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required YES

Date: August 14, 2023

☐ Tabled

☒ Forwarded

☐ Denied

Motion: WINSTON

Second: SPARKMAN

Vote: 7-0-0

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - §161.23 District C-2, Thoroughfare Commercial
 - §161.23 District C-2, Thoroughfare Commercial
- Applicant Request Letter
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

161.20 District R-O, Residential Office

(A) *Purpose.* The Residential-Office District is designed primarily to provide area for offices without limitation to the nature or size of the office, together with community facilities, restaurants and compatible residential uses. 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 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 12a	Limited business
Unit 25	Offices, studios, and related services
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 11	Manufactured home park*
Unit 13	Eating places
Unit 15	Neighborhood shopping goods
Unit 24	Home occupations
Unit 26	Multi-family dwellings
Unit 36	Wireless communications facilities*
Unit 42	Clean technologies
Unit 45	Small scale production

(C) *Density.*

Units per acre	24 or less
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(D) *Bulk and Area Regulations.* (Per dwelling unit for residential structures)

(1) *Lot Width Minimum.*

Manufactured home park	100 feet
Lot within a manufactured home park	50 feet
Single-family	60 feet
Two (2) family	60 feet
Three (3) or more	90 feet

(2) *Lot Area Minimum.*

Manufactured home park	3 acres
Lot within a manufactured home park	4,200 square feet
Townhouses:	
Development	10,000 square feet
Individual lot	2,500 square feet
Single-family	6,000 square feet
Two (2) family	6,500 square feet
Three (3) or more	8,000 square feet
Fraternity or Sorority	1 acre

(3) *Land Area Per Dwelling Unit.*

Manufactured home	3,000 square feet
Townhouses & apartments:	
No bedroom	1,000 square feet
One bedroom	1,000 square feet
Two (2) or more bedrooms	1,200 square feet
Fraternity or Sorority	500 square feet per resident

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Front, in the Hillside Overlay District	15 feet
Side	10 feet
Side, when contiguous to a residential district	15 feet
Side, in the Hillside Overlay District	8 feet
Rear, without easement or alley	25 feet
Rear, from center line of public alley	10 feet
Rear, in the Hillside Overlay District	15 feet

Urban Form 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
Side-zero lot line*	A setback of less than 5 feet (zero lot line) is permitted on one (1) interior side, provided a maintenance agreement is filed.** The remaining side setback(s) shall be 10 feet
Rear	None

Rear when contiguous to a single family residential district	15 feet
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(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any side boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

(Code No. 1965, App. A., Art. 5(x); Ord. No. 2414, 2-7-78; Ord. No. 2603, 2-19-80; Ord. No. 2621, 4-1-80; Ord. No. 1747, 6-29-70; Code 1991, §160.041; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4726, 7-19-05; Ord. No. 4943, 11-07-06; Ord. No. 5079, 11-20-07; Ord. No. 5195, 11-6-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5735 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6164 , §§1, 2, 3, 4-2-19; Ord. No. 6245 , §2, 10-15-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625 , §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

161.23 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None
Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	6 stories*
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* If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from side boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

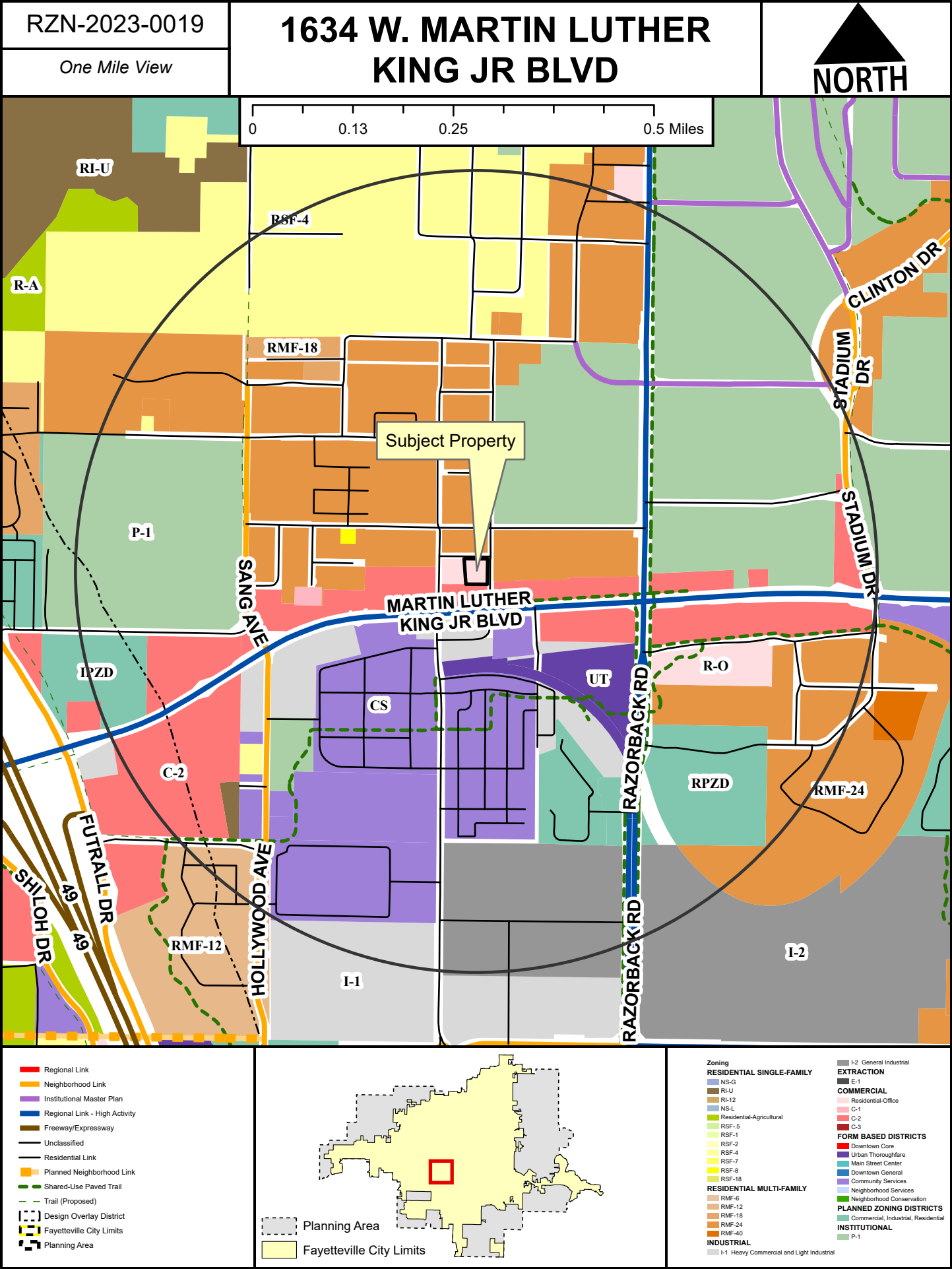
(Code 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4727, 7-19-05; Ord. No. 4992, 3-06-07; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 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, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6164, §§1, 6, 7, 4-2-19; Ord. No. 6223, §1, 9-3-19; Ord. No. 6245, §2, 10-15-19; Ord. No. 6521, §5, 1-18-22)

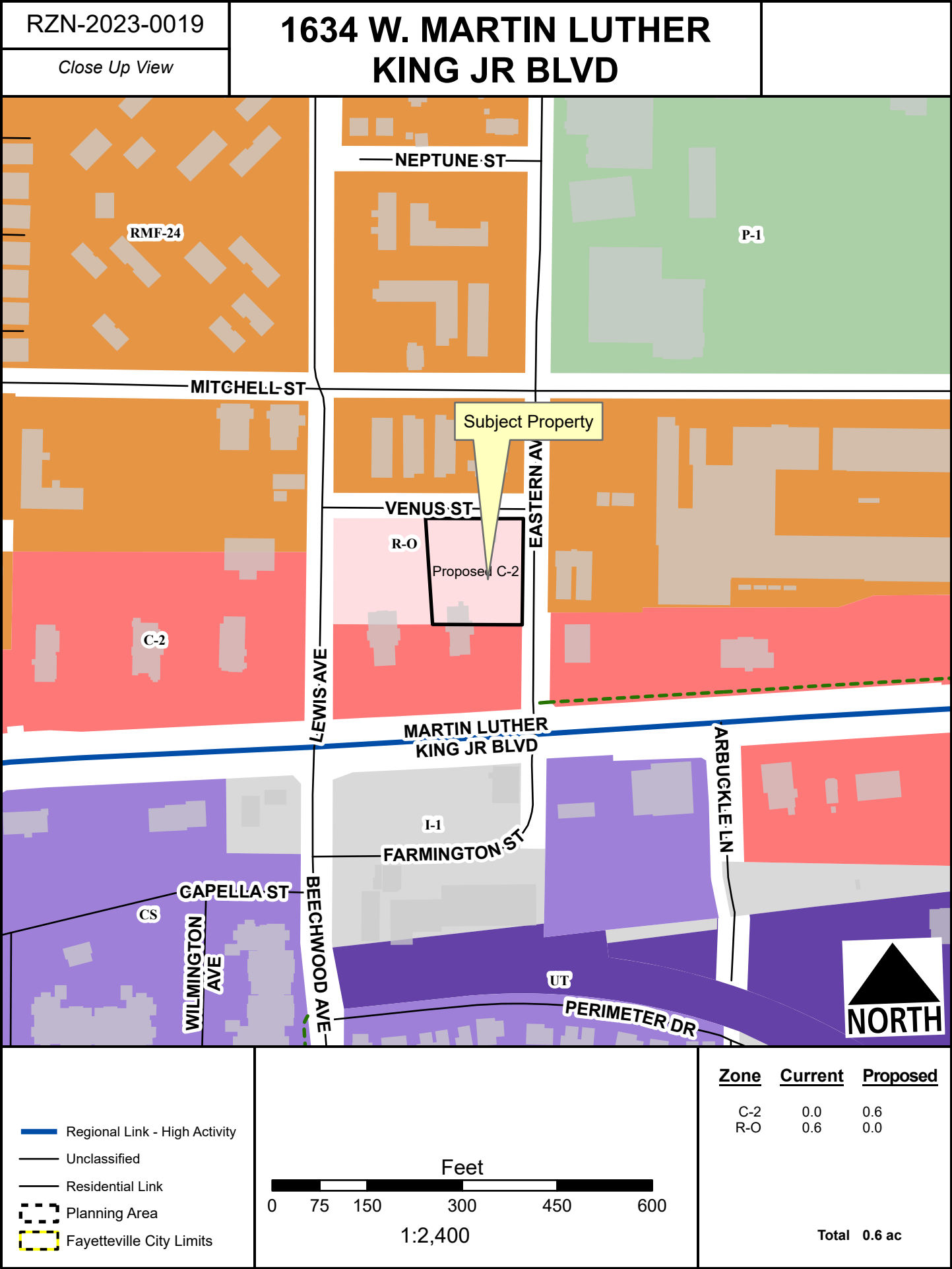
Rezoning Request Letter

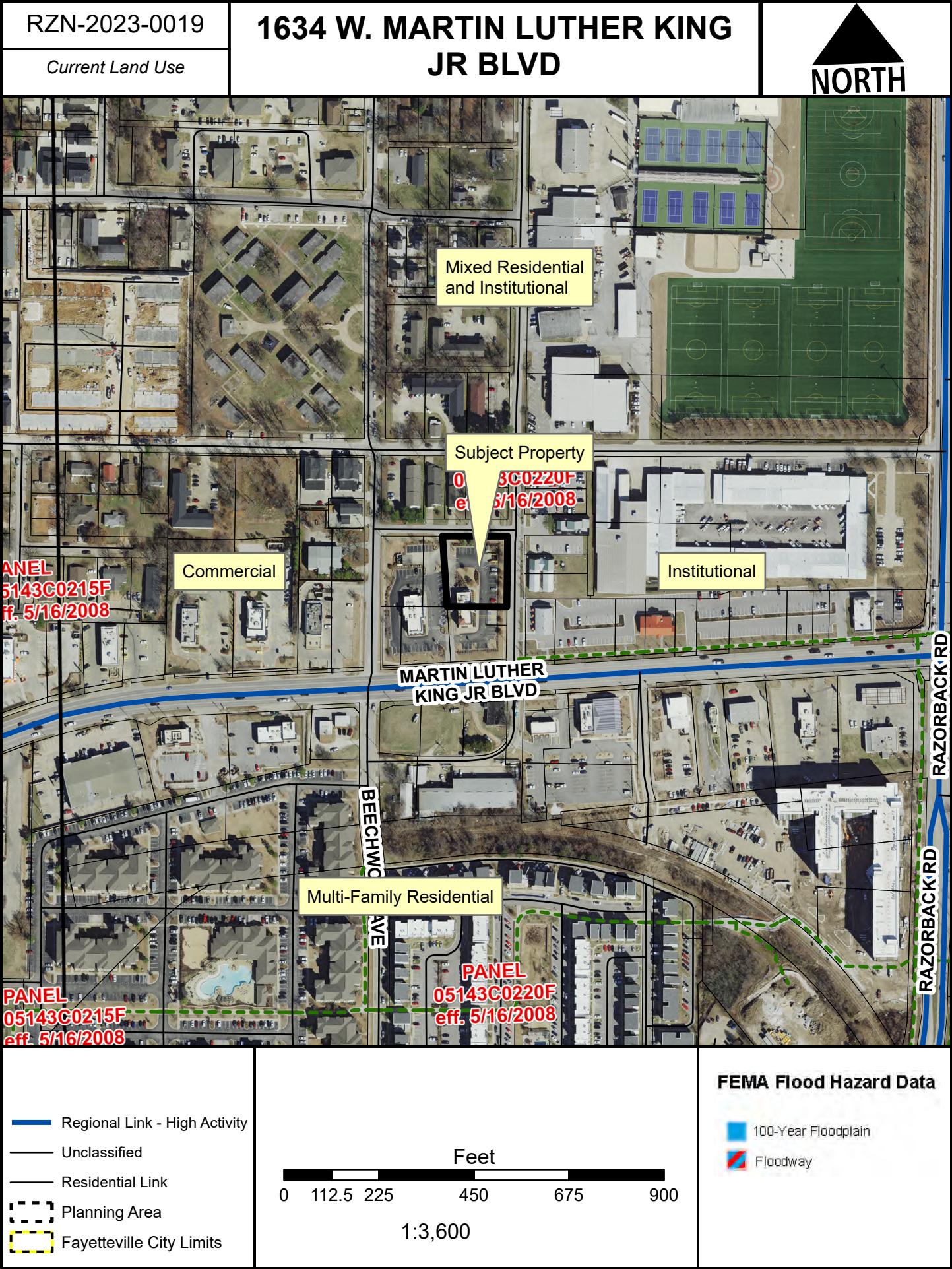
Property Address: 1634 W. MLK Jr. Blvd, Fayetteville, AR 72701

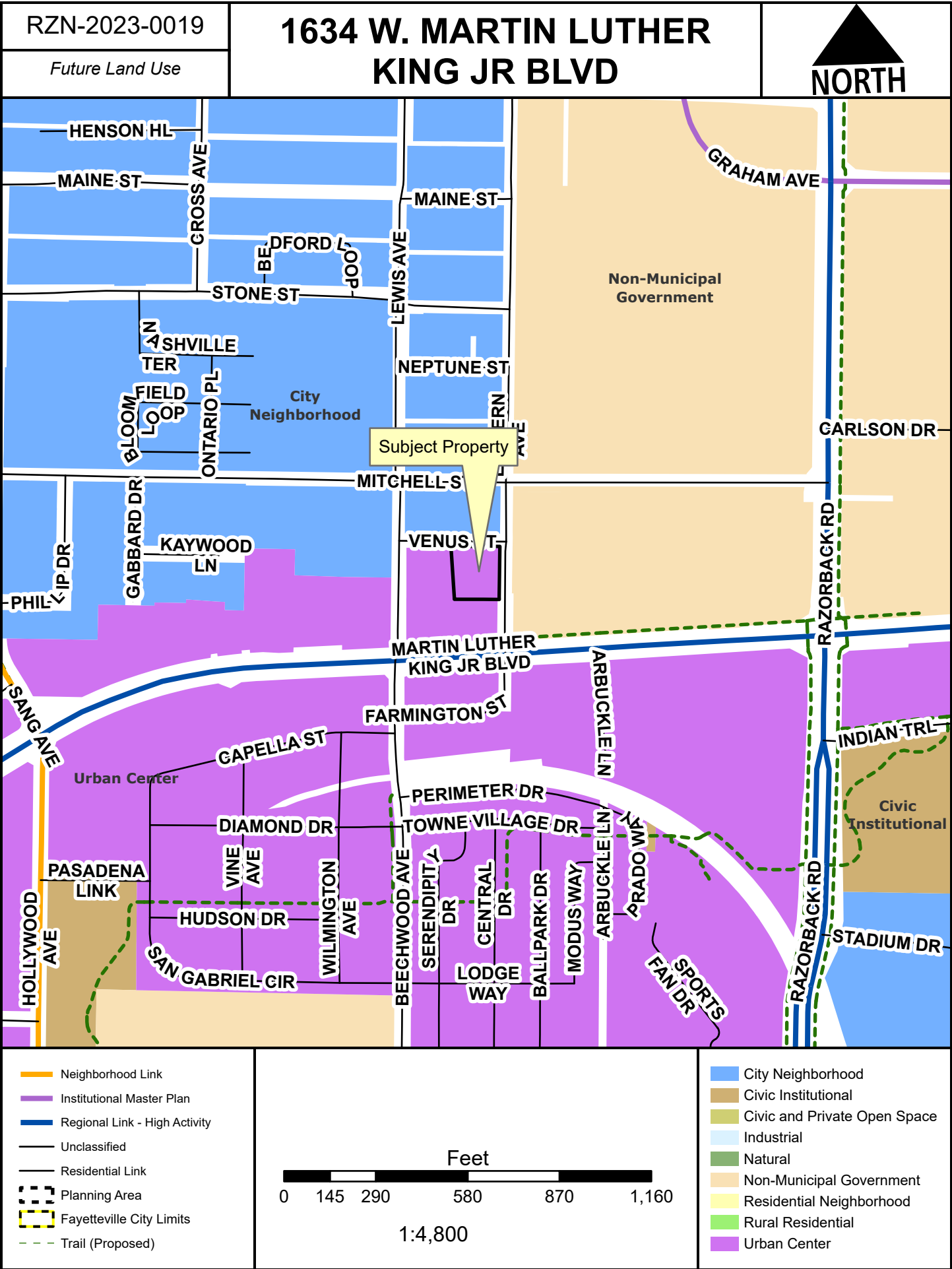
GM KB Fayetteville, LLC is requesting to rezone our property from the split zoning designation of R-O and C-2 to be entirely zoned C-2.

Per the City of Fayetteville zoning guidelines, the Thoroughfare Commercial district is designed to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers. We believe this is consistent with the development plan and the zoning of parcels in the same vicinity of ours located on MLK Jr. Blvd. We think this zoning designation is compatible with uses in the immediate area. We do not believe it conflicts with surrounding land uses.









Page 757 of 862



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE: August 17, 2023
SUBJECT: **Laura Gray Water Damage Claim**

RECOMMENDATION:

Staff recommends approval of joint payments to Laura Gray and various repair companies for water damage at 1284 East Shadow Ridge Drive, and approval of a budget adjustment.

BACKGROUND:

On October 14, 2022, the City experienced an 8-inch water main break on East Shadowridge Drive. Laura Gray owns the home located at 1284 E Shadowridge Drive. This water main break caused flooding to the Gray residence. Laura Gray's insurance company denied her claim, so she filed a damage claim with the City after the incident. Estimates were received for foundation repairs, landscaping repairs, painting and drywall repairs, and pool and spa repairs.

DISCUSSION:

The estimates are attached, and total up to \$69,746.86.

Damage Estimates:

- Foundation Recovery Systems - \$50,811.81
- Ecogress Landscaping - \$5,000.00
- CR Painting and Drywall - \$3,600.00
- Burton Pools - \$349.01
- The Pool and Spa Store - \$493.88
- Spa Replacement (depreciated using NWA Claims) - \$9,492.16

Total - \$69,746.86

Staff recommends joint payments to Laura Gray and the repair vendors to allow for the damage repairs to be completed to restore the home, landscaping, pool and spa.

BUDGET/STAFF IMPACT:

Staff requests approval to reimburse Laura Gray for the maximum amount allowed by Section §39.10 of the City Code.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: 2023-1021 SRF_Laura Gray Water Damage Claim, 2023-1021 BA_Laura Gray Water Damage Claim, Estimates and Receipts



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1021

Laura Gray Water Damage Claim

A RESOLUTION PURSUANT TO §39.10(C)(4) OF THE FAYETTEVILLE CITY CODE TO AUTHORIZE THE MAYOR TO PAY THE TOTAL AMOUNT OF \$50,000.00 TO LAURA GRAY FOR A WATER DAMAGE CLAIM ARISING AT 1284 EAST SHADOW RIDGE DRIVE, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, pursuant to §39.10(C)(4) of the City Code, the City Council may, in an extraordinary case upon the Mayor's recommendation and by two-thirds majority, approve the payment of water or sewer damage claims exceeding \$25,000.00 up to \$50,000.00; and

WHEREAS, the City has received estimates for repairs at 1284 East Shadow Ridge Drive in the total amount of \$69,746.86.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas, pursuant to § 39.10(C)(4) of the Fayetteville City Code, authorizes Mayor Jordan to pay the total amount of \$50,000.00 to or on behalf of Laura Gray for expenses related to the water main break damage at 1284 East Shadow Ridge Drive.

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

City of Fayetteville Staff Review Form

2023-1021

Item ID

9/5/2023

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

Tim Nyander

8/17/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of joint payments to Laura Gray and various repair companies for water damage at 1284 East Shadow Ridge Drive, and approval of a budget adjustment.

Budget Impact:

5400.720.4310-5311.04

Water and Sewer

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 183,349.00

Expenses (Actual+Encum)

\$ 153,102.52

Available Budget

\$ 30,246.48

Does item have a direct cost? Yes

Item Cost

\$ 50,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 50,000.00

Remaining Budget

\$ 30,246.48

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Damage payment cap is \$50,000 per Section 39.10 of City Code (with Mayor recommendation and two-thirds City Council majority).

Budget Year	Division	Adjustment Number
2023	WATER SEWER (720)	
	Requestor: Shea Fankhouser	

A budget adjustment is needed in the Water & Sewer fund to cover the cost of a water damage claim for Laura Gray at 1284 E. Shadow Ridge Dr. A City water main break caused foundation damage, landscaping damage, and other property damage to the residence.

	COUNCIL DATE:	9/5/2023
	ITEM ID#:	2023-1021
	Holly Black	
	8/18/2023 9:28 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

Springfield
3020 N. Martin Ave.
Springfield, MO 65803
(417) 238-4247



CONTRACT

Licensed Contractor 388050620	Date 7/12/2023
Customer Laura Gray	Phone (Work or Home) CallerID: (479) 587-8157, Home: (479) 587-8157
Project Location 1284 East Shadowridge Drive Fayetteville, AR 72701	E-mail lgray@uark.edu

PROPOSED PRODUCTS	QTY
1 Year Annual Service Plan	1.0
SettleStop IntelliJack (3-5')	13.0
SettleStop IntelliJack (5-8')	6.0
AquaStop Air System - Crawlspace	1.0
Air System Hanging Bracket	1.0
AquaStop CrawlSeal	1980.0
AquaStop CrawlSeal for Walls	960.0
AquaStop CrawlSeal Wrap Piers	29.0
Additional Products Quantity (see page 2 for details)	45.0

Subtotal	\$53,381.90
Discount	\$2,669.10
Fuel Surcharge	\$99.00
Contract Price	\$50,811.81

This Contract, along with the Terms and Conditions, the Warranties, the Notice of Cancellation, and the Payment Terms form the contract (the "Contract") between the Customer and Groundworks FRS, LLC (the "Contractor").

X_____ Customer is responsible for removing all personal items from the work area.	X_____ A full perimeter drainage system with sump pump was recommended.
X_____ Customer assumes responsibility for damages to hidden or unmarked utility lines.	X_____ Customer is aware of warranty and all addenda.
X_____ Stabilization is warranted. Contractor can attempt to lift at Customer's request.	X_____ Customer is responsible for providing all necessary electrical outlets.

Acceptance of Contract - The above prices, specifications, conditions, and separate warranty are satisfactory and hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above or in accordance with the attached addendum. Subject to the Terms and Conditions, Contractor shall endeavor to start work within one hundred fifty (150) days of the date of the Contract and shall endeavor to complete the work within an estimated one hundred twenty (120) days of the start date of the work..

Customer	Contractor
X_____	X_____
X_____	
Date _____ 7/12/2023	Date _____ 7/12/2023

PROPOSED PRODUCTS CONTINUED	QTY
Seal Crawlspace Vents	12.0
Site Work/Obstruction	10.0
SettleStop Crawlspace Pier	4.0
Lift Procedure	19.0

Product Specifications

1 Year Annual Service Plan

One year of service is included in this contract. Customer is aware this will be on the anniversary date of install completed. This is not refundable and will transfer to new home owners if house is sold.

SettleStop IntelliJack (3-5')

Install Intellijack support system to stabilize floor joist or beams as shown. Galvanized steel Intellijack is adjustable and installed with gravel and concrete footing. Lift can be attempted at the customer's request but achievement of any lift or leveling cannot be promised. The customer understands and agrees that attempting lift can cause interior damage and the customer assumes full responsibility for any damage caused by their request for lift. Final location of the Intellijacks are subject to change. Intellijacks come with a 25-year manufacturer's warranty and a 2-year adjustability warranty. See warranty section for full details.

SettleStop IntelliJack (5-8')

Install Intellijack support system to stabilize floor joist or beams as shown. Galvanized steel Intellijack is adjustable and installed with gravel and concrete footing. Lift can be attempted at the customer's request but achievement of any lift or leveling cannot be promised. The customer understands and agrees that attempting lift can cause interior damage and the customer assumes full responsibility for any damage caused by their request for lift. Final location of the Intellijacks are subject to change. Intellijacks come with a 25-year manufacturer's warranty and a 2-year adjustability warranty. See warranty section for full details.

AquaStop Air System - Crawlspace

Install AquaStop air system to keep humidity low. Will require installation of a dedicated outlet at CUSTOMER'S EXPENSE unless otherwise specified in this contract. Customer is responsible for any electrical sub panel or panel upgrade if required.

Air System Hanging Bracket

Install Air System Hanging Bracket.

AquaStop CrawlSeal

Install AquaStop CrawlSeal crawlspace liner. The CrawlSeal encapsulation system comes with a Class A fire rating. Light grade of the crawlspace. All existing liner and debris is to be removed and hauled away. CrawlSeal will be installed with 100% floor coverage. All sections of liner will be overlapped a minimum of 1' and will be sealed together. A dehumidifier is highly recommended. A full perimeter drainage system with sump pump(s) is recommended. The crawlspace liner comes with a 25-year transferable warranty. See warranty section for full details.

AquaStop CrawlSeal for Walls

Install AquaStop CrawlSeal on foundation walls to drain into AquaStop Basement Gutter system. The CrawlSeal wall system comes with a Class A fire rating. A dehumidifier is highly recommended. The wall liner comes with a 25-year transferable warranty. See warranty section for full details.

AquaStop CrawlSeal Wrap Piers

Wrap all existing CMU/Brick Piers with AquaStop CrawlSeal liner. Contractor will leave a termite inspection gap at the top of each pier. The liner will be fastened to the pier and the top edge of the liner will be sealed with caulking.

Seal Crawlspace Vents

Seal all Crawlspace Vents with foam board to ensure encapsulation up to county/city code

Site Work/Obstruction

Site work and/or obstructions on project.

SettleStop Crawlspace Pier

Install SettleStop push pier inside crawlspace.

Lift Procedure

Attempt to lift. Stabilization is guaranteed. With any lift, cosmetic damages may occur. Repair of any cosmetic damage is customer responsibility.

Customer agrees to

- o Home Owner is aware during any lift procedure additional cracks could appear. Homeowner is responsible for repairs of these cracks if any result in lifting of the structure. Includes drywall, tile or other interior finishes.
- o Move all personal items at least 10 feet from the work area.
- o Provide dedicated electrical for any sump pumps or dehumidifiers.
- o Make final payment to foreman after completion of work.
- o If on average all SettleStop Push Piers surpass a depth of 22', customer is responsible for the cost of additional material needed to hit load bearing strata. Customer agrees to pay an additional \$25 per foot.

Terms and Conditions

1. **Services.** Groundworks FRS, LLC d/b/a Foundation Recovery Systems, license no.388050620, is licensed by the Arkansas Contractors Licensing Board. This Contract for the services requested by Customer (the "Work") is based primarily upon Customer's description of the project and/or the related problem(s) and is intended to remediate those problem(s). Contractor assumes existing construction generally complies with the relevant building codes. Any drawing(s) attached to the Contract are intended solely for illustration purposes, are not to scale, and do not create any additional representation, warranty, or commitment on the part of Contractor in connection with the Work. Contractor is not responsible for products, services, or conditions not expressly reflected herein, not expressly included in the Contract, and not purchased and paid for by Customer. Start dates and completion deadlines for the Work are approximate and may be affected by events beyond Contractor's control, such as weather, permitting issues, access to the property, etc. Any delay caused by events beyond the control of Contractor shall not constitute abandonment and shall not be included in calculating timeframes for payment and performance. Contractor reserves the right to amend the scope of the Work in order to best address the project and/or problems. Any changes to the scope of Work which change the cost, materials, work to be performed, or estimated completion date must be made in writing, signed by both parties, and paid for before the Work can be performed. Any deviation from the scope of Work set forth in the Contract that results in additional costs, including but not limited to unforeseen site conditions, unusual building construction, changes needed after Contractor's engineering/ management review of the signed Contract, and/or special requirements from the county/city/agency, will become an extra charge over and above the contract amount set forth in the Contract. If Customer and Contractor cannot agree on the amount of such additional costs and sign an amendment to the Contract, then Contractor has the option, at its sole discretion, of not proceeding with the Work and canceling the Contract for its convenience. Contractor reserves the right to substitute a product with an equivalent or superior product. The Work will be completed in a workmanlike manner according to the standard practices of the industry, and Contractor will comply with local permitting, inspection, and zoning requirements.
2. **Acceptance of Contract.** By signing the Contract, Customer acknowledges that he/she understands and accepts all terms, the Terms and Conditions and the Warranties, and desires to enter into a contract with Contractor for the completion of the Work. Customer's signature authorizes Contractor to perform the Work as specified in the Contract. The Contract may be withdrawn by Contractor if it is not accepted within thirty (30) days from the date of delivery.
3. **Compensation.** Customer agrees to pay Contractor compensation as set forth in the Contract. Payment must be made in full upon completion of the Work. Failure by Customer to make payments when due shall constitute a breach of the Contract. A service fee of \$25 will be charged for each returned check, and interest at a rate of 1% per month shall be applied to any amounts owed by Customer to Contractor if Customer fails to pay the amounts owed for the Work as agreed.
4. **Insurance.** Contractor represents and warrants that it maintains insurance as set forth in the Contractor's Certificate of Liability Insurance, which can be made available upon request.
5. **Dispute Resolution.** Dispute Resolution. The Contract shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules. Except for instances of failure to pay the full amount of the Contract, any claim, dispute, or other matter in controversy arising out of or related to this Contract or breach thereof shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Construction Industry Arbitration Rules in the place where the project is located, unless another location is mutually agreed upon, and judgment on the award rendered by the single arbitrator appointed to decide such proceeding may be entered in accordance with applicable law in any court having jurisdiction thereof. The fee schedule is listed on the AAA website at <http://info.adr.org/constructionfeeschedule/>. The arbitrator has the discretion and authority to award such remedies as may be available under applicable law. Each party shall be responsible for its own attorneys' fees for the arbitration.
If payment in full is not made when due, Contractor is entitled to proceed with litigation and may recover all expenses of collection, including attorneys' fees, court costs, court reporter fees, and expert witness fees, in such amount as the court may adjudge reasonable. Contractor is also entitled to recover interest on the unpaid amount from the date due until paid at the rate of 1% per month.
6. **Customer's Responsibility.**
 - a. **Cosmetic Repairs.** Unless specifically noted in the Contract, Contractor is not responsible for any cosmetic repairs. Rather, Customer is responsible for any finished carpentry, painting, repointing, electrical work, extending discharge lines, replacement of floor tiles, carpeting, paneling, etc. that may be necessary after Contractor has completed the Work, unless such repairs are specifically identified in the Contract. When trenching or excavation is required, Contractor will backfill and compact soil to the best of its ability; however, Customer may need to add more topsoil at a later date if the excavated area settles. Customer is also responsible for any landscaping, reseeding, and resodding that may be necessary after Contractor has completed the Work.
 - b. **Utilities.** Contractor will call the appropriate utility protection service or damage prevention authority (i.e., 811 or "Miss Utility") to have all public underground utilities located. If Customer lives at a rural address, public lines will only be located to the pole or Customer's property line. Customer is responsible for marking any private lines such as satellite dish cables, propane lines, low voltage lighting wires, sprinkler system lines, security system wires, services to outbuildings and swimming pools, etc. Customer assumes all responsibility for damage caused to hidden, buried, or unmarked fuel/utility/service/private lines. Unless otherwise noted, electrical work is not included in this Contract and problems with electrical connections are the responsibility of Customer.
 - c. **Water Seepage.** Customer agrees to maintain positive drainage away from any wall(s) repaired by wall anchors, foundation piers, and/or carbon fiber strips/reinforcers. In the event of a wall anchor installation, a Water Management System is recommended to reduce hydrostatic pressure (which increases at greater depths) on the wall(s) and reduce the chance of water seepage into the basement. Water seepage into any area of the basement is NOT covered by the attached Warranties.
 - d. **Access and Personal Property.** Customer shall provide access to the areas where the Work is to be performed and shall furnish utilities of electric and water at no cost to Contractor. Customer shall prepare such areas so that Contractor can begin work, including moving all items at least 10 feet away from areas where Work is to be performed and adequately sealing off living space from work areas. Customer shall remove or protect personal property, inside and outside of the residence, including but not limited to carpets, rugs, shrubs and plants, and Contractor shall not be responsible for said items. In the event that the removals have not been completed by the scheduled start date for Work, Customer shall be assessed a trip fee of \$250. Contractor may offer, but is not required, to assist (i) in the preparation of the Work areas and/or (ii) in the removal and replacement of drywall, paneling, flooring, finish carpentry, wall coverings, or landscaping at a rate of \$40 per man hour.
 - e. **Representations.** Customer warrants that except as described in the request for service, all electrical, plumbing, HVAC, restoration, and handyman services located on the property are in good repair and condition and agrees to indemnify Contractor for any defective conditions that exist prior to or that occur after performance of the Work through no fault of Contractor. Customer is responsible for protecting the components that Contractor provides from future damage and shall follow all instructions provided in maintaining and protecting such components.
7. **On-Site Meetings.** Customer shall meet with Contractor on-site before the Work begins and shall meet with Contractor on-site when the Work is completed and ready for inspection such that Contractor can explain the Work and finalize payment by Customer. Customer shall be responsible for being present on-site during any attempts to lift any part of the structure and/or concrete pavement.
8. **Notice and Contractor's Right to Cure.** Customer shall promptly report, in writing, any problems with the Work to Contractor. If the problem with the Work is attributable to Contractor, Contractor will begin to repair/correct the problem within fourteen (14) days of receipt of written notice and shall complete the repair/correction in a reasonable time.
9. **Assignment.** This Contract will be binding upon the parties hereto and their respective successors and assigns. This Contract is not assignable without the written consent of both parties.
10. **Miscellaneous.** This Contract constitutes the entire agreement of the parties. All prior agreements, whether written or oral, are merged herein and shall be of no force or effect. This Contract shall not be modified except in writing signed by both parties. The waiver by any party of a breach or the failure to enforce any provision of this Contract shall not operate as a continued waiver or agreement or be construed as any other waiver or agreement. The validity, performance, and construction of this Contract shall be governed and interpreted in accordance with the law of the place where the project is located. If any term, condition, or provision of this Contract is found unenforceable by a court of law or equity, this Contract shall be construed as though that term, condition, or provision did not exist, and its unenforceability shall have no effect whatsoever on the rest of this Contract.
11. **Signatures.** This Contract may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument. This Contract may be executed by facsimile or electronic signature pages which shall have the same force and effect as original executed signature pages. The person signing below for Customer represents that he/she has authority to act on behalf of the owner(s) of the property described in the Contract.
12. **Limitation of Liability.** IN NO EVENT SHALL CONTRACTOR BE RESPONSIBLE FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OF THE SUBJECT PROPERTY, DAMAGE TO ANY PROPERTY NOT FURNISHED BY CONTRACTOR, ATTORNEYS' FEES, EXPERT FEES AND/OR COSTS.

IN WITNESS WHEREOF, Customer and Contractor have caused their duly authorized representatives to execute this Contract as of the date first written above.

Customer

Contractor Groundworks FRS, LLC

Name: X _____

Name: X _____

By: Laura Gray _____

By: Chad Calicott _____

Warranties

These Warranties are in effect only after the Work is completed and Customer has paid in full. If payment is not received, these Warranties are null and void. These Warranties are made in lieu of all other warranties, express or implied, and of all other obligations on the part of Contractor to Customer. There are no other oral or written warranties. There are no warranties which extend beyond the descriptions that appear below, including no warranties of express or implied merchantability and no warranties of express or implied fitness for a particular purpose. These Warranties are transferable to future owners of the structure on which the Work is completed. Contractor shall charge a fee of \$200 to complete a system inspection and new owner orientation. All warranty claims must be brought prior to the expiration of the applicable warranty period in order to be valid. Contractor does not warrant products not mentioned herein. Some products may be covered by a separate manufacturer's warranty, and Customer is responsible for compliance with any notice and claim procedure included in such warranties.

1. Definitions. The term "stabilize," as used in these Warranties, shall mean to make unlikely to give way or fail. The term "horizontal movement," as used in these Warranties shall mean bowing. The term "vertical movement," as used in these Warranties shall mean settlement.
2. Wall Support Systems. Contractor hereby warrants that wall support systems, including wall anchors, carbon fiber strips, and steel I-beam systems, will stop further inward horizontal movement of the wall(s) in the areas where they are installed for the lifetime of the structure from the date of installation. Wall support systems are warranted only to stabilize repaired walls(s), not straighten. Walls that do not have wall support systems installed by Contractor entirely from corner to corner are not warranted. Contractor recommends annual maintenance for wall support systems. The cost of maintenance is not included in this contract, but maintenance is available from Contractor at an additional charge. For Carbon Fiber Strips, contractor does not warrant against: (1) any tipping or leaning at the top of the wall(s) repaired; (2) shearing or sliding at the bottom of the wall(s) repaired. In the rare instance that the repaired wall(s) experience leaning or shearing, steel brackets or other methods can be installed by Contractor at an additional charge.
3. Foundation Push Piers and Foundation Helical Piers. Contractor warrants that the foundation push piers and foundation helical piers will stabilize the affected area(s) against further vertical movement for the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's foundation. Foundation push piers and foundation helical piers are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
4. Steel Columns/Adjustable Screw Jacks/IntelliJack Support. Contractor warrants that the IntelliJacks will stabilize the affected area(s) against further vertical movement for a period of two (2) years from the date of installation. This two (2) years warranty against further vertical movement is separate and apart from the manufacturer's warranty of twenty-five (25) years on the product(s). Contractor DOES NOT WARRANT TO LIFT ANY STRUCTURE, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard, if lift is requested by Customer. Contractor is not responsible for any damages caused by a lifting operation on Customer's framing. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for wood repair (i.e., joist sistering, beam replacement, sill plate repair, cracking/movement in hardwood flooring or tiles) incidental to changes in environmental conditions and/or changes in the building envelope conditions, unless specifically noted in this Contract. Contractor warrants carpentry work for a period of one (1) year. Steel columns/adjustable screw jacks are sold and installed without the benefit of detailed knowledge of the existing foundation construction or subsurface conditions at the site. Contractor reserves the right to conduct a more thorough subsurface investigation, if necessary. Such an investigation may result in additional charges and delays.
5. Slab Piers. Contractor warrants that the slab piers will stabilize the affected area(s) against further vertical movement for a period of the lifetime of the structure from the date of installation. Contractor DOES NOT WARRANT TO LIFT the slab back to its original position.
6. Water Management. Contractor warrants that if water from the walls or floor wall joint passes through the perimeter of the water management system and into the basement floor, Contractor will provide the additional labor and materials to fix the leak at no additional charge to the Customer. This warranty applies to water management systems along the specific areas where the system is installed. This warranty will be in effect for the lifetime of the structure and may be transferred to future homeowners provided Contractor is notified within thirty (30) days of the real estate transfer. Annual maintenance is strongly recommended for all water management systems, but is not required for the warranty to be in effect. The water management system shall not rust, rot, or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this Work. In addition, a pump or power failure is possible; therefore, this warranty is not a guarantee of a dry basement. This warranty shall not apply to condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks. Contractor is not responsible for frozen discharge lines or water once it is pumped from the structure. Installation of a water management system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Floor cracks are warranted against leakage only with full perimeter water management systems. Primary AC operated sump pumps and DC back-up pumps may be covered under a separate manufacturer's warranty. Systems that drain to daylight cannot be warranted by Contractor if such system does not drain enough water, does not drain water from under the floor, clogs, or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get, or iron bacteria from the soil are rare, Contractor cannot be responsible for these situations, or for a system that requires cleaning, flushing, or other service as necessary to keep it functioning.
7. Crawl Space Encapsulation. A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture; however, the encapsulation system does not claim to be a mold mitigation system and a dehumidification/air purification system is highly recommended to further reduce mold growth. CrawSeal has a transferable twenty-five (25) years warranty—there will be no charge for service calls on any tears or holes in the CrawSeal liner (not caused by abuse or misuse), in the unlikely event this occurs. Wet crawl spaces require a drainage system and a sump pump system to remedy any problems with water below the liner. There will be no charge for Contractor to repair tears or holes in the crawl space encapsulation liner, unless Contractor determines that the tear/hole was caused by abuse or misuse. Sump pumps and crawl space encapsulation systems may be covered under a separate manufacturer's warranty. Installation of a crawl space encapsulation system does not include extending discharge lines more than five (5) feet from the foundation or electrical work, unless specified. Contractor is not responsible for frozen discharge lines, water once it is pumped from the structure, or condensation. The condition of wood located in crawl spaces can be highly variable and can rapidly deteriorate or move as a result of changes in environmental conditions and/or changes in the building envelope conditions. Contractor is not responsible for the repair of pre-existing wood damage unless specifically noted in this Contract.
8. PolyRenewal and Expanding Polyurethane Structural Foam. Contractor represents that expanding polyurethane structural foam will fill voids, but will not necessarily lift Customer's slab to meet any criteria of levelness. Contractor recommends sealing all cracks and joints, and Contractor can do so for an additional charge. Contractor warrants that the area where the slab of concrete was stabilized will not settle more than ¼ inch for a period of five (5) years from the date of installation. If it does, Contractor will provide the labor and materials to re-inject the area at no additional charge to Customer. This Warranty does not include patching or caulking between slabs. Customer is aware that the concrete may not be perfectly level or may not lift at all. Contractor guarantees stabilization, NOT LIFT. Any personal items in the work area are to be removed by the Customer prior to the arrival of the Contractor's crew. This warranty is void if Customer does not maintain grade around slabs and seal joints between slabs.
9. Exclusions. THIS WARRANTY DOES NOT COVER, AND CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: (a) any product or system that is altered in any way; (b) exterior waterproofing; (c) system damage caused by Customer's negligence, misuse, abuse, or alteration; (d) damage, issues, and conditions incidental to installation, including dust and dirt; (e) changes to wood framing system; (f) damage to personal property of any type; (g) unmarked utility line breakage; (h) private utilities and lines (e.g., sprinkler, plumbing, discharge lines, etc.); (i) damage caused by unforeseen conditions such as mold, asbestos, or lead based paint; (j) removal and/or disposal of any hazardous materials; (k) failure or delay in performance or damage caused by acts of God (flood, fire, storm, earthquake, methane gas, etc.), acts of civil or military authority, or any other cause outside of Contractor's control; (l) damage beyond Contractor's control caused by dry rot, corrosion, termite infestation, and substandard construction; (m) damage done during a lifting operation; (n) basement water seepage, unless a full perimeter drainage system has been installed; (o) heave or any damage caused by it; and (p) damage caused by lateral movements and forces of hillside creep, land sliding or slumping of fill soils of deep embankments. EXCEPT AS EXPRESSLY SET FORTH, ALL SERVICES, MATERIALS, PARTS AND COMPONENTS PROVIDED BY CONTRACTOR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND CONTRACTOR EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

NOTICE OF CANCELLATION

You are entitled to cancel the Contract or offer referred to above at any time prior to midnight of the third day, excluding Sundays and holidays, after the day you signed the Contract or offer. In the event you cancel, the Contractor must return to Customer (1) any payments made; (2) any goods or other property (or a sum equal to the amount of the trade-in allowance given therefor); and (3) any note or other evidence of indebtedness, given by Customer to Contractor pursuant to or in connection with the Contract or offer. After cancellation, Contractor is entitled to receive back from Customer at Customer's address any goods previously delivered by Contractor to Customer in substantially the same condition as delivered, providing Contractor has returned any payments and goods or other property received from Customer, to the extent indicated above. If Contractor does not call for its goods at Customer's address within twenty (20) days after Customer gives notice of cancellation, Customer may keep them as his/her own.

TO CANCEL THIS TRANSACTION , MAIL OR DELIVER A SIGNED AND DATED COPY OF THIS CANCELLATION NOTICE OR ANY OTHER WRITTEN NOTICE TO:

Groundworks FRS, LLC at 3020 N. Martin Ave., Springfield, MO 65803

NOT LATER THAN MIDNIGHT OF X_____

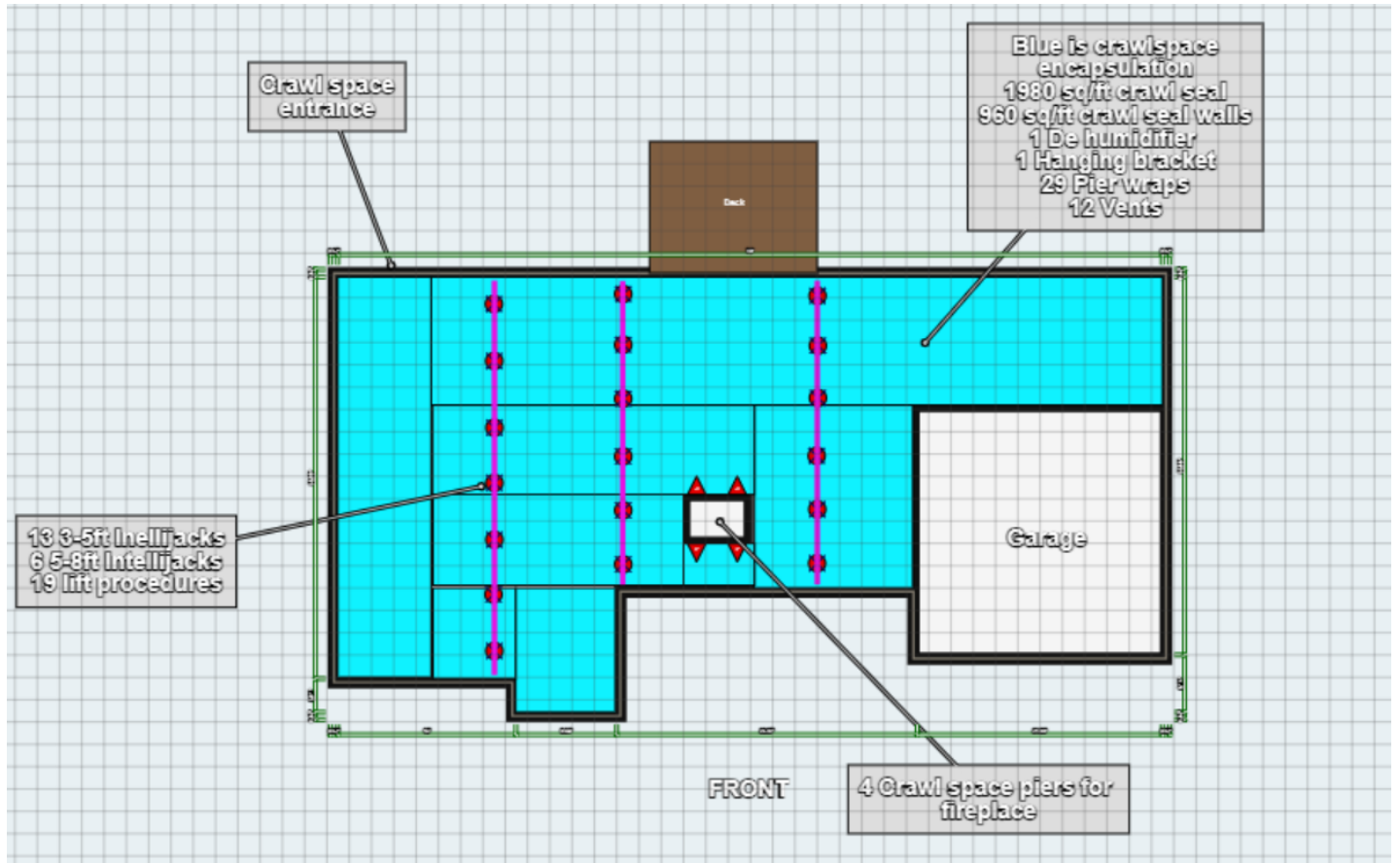
I HEREBY CANCEL THIS TRANSACTION.

(Date) _____

(Customer's signature) _____

If after three business days the transaction has not been canceled, then the deposit will be non-refundable.

DRAWINGS



PAYMENT TERMS

We propose hereby to complete the services indicated in this Contract for the sum of:

Contract Amount	\$50,811.81
Deposit	\$12,702.95
Due Upon Completion	\$38,108.85

Is the project financed? YES _____ NO _____ (Financing must be set up at the time of the signed contract.)

Approval/Account # _____

X _____ (initial) - Customer must be present on final day of install and final walk-through is to be performed with the job foreman.

X _____ (initial) - Balance to be paid in full to foreman on last day of install. (Unless financed)

BUYER'S RIGHT TO CANCEL. If this Contract was solicited at Customer's residence, and Customer does not want the goods or services, Customer has the right to cancel this Contract by mailing or delivering a notice to Contractor. The notice of cancellation must say that you do not want the goods or services and must be mailed or delivered prior to midnight of the third day, excluding Sundays and holidays, after the day on which Customer signed the Contract. The notice must be mailed or delivered to: Groundworks FRS, LLC at 3020 N. Martin Ave., Springfield, MO 65803. If Customer cancels a home solicitation sale during the cancellation period listed in this paragraph of the Contract, Contractor must return any payments made by Customer. If Customer does not cancel the transaction during the cancellation period listed in this paragraph of the Contract, the deposit will be non-refundable. See the attached Notice of Cancellation form for further explanation of this cancellation right.

Customer

Contractor

X _____

X _____

X _____

Date _____ 7/12/2023

Date _____ 7/12/2023



Prepared by:
Marcos Gutierrez
C 479-263-2956
mgutierrez@foundationspecialties.com

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TF (479) 756-2930
F (479) 756-2931
License# 03759105120

Prepared for:
LAURA GRAY C/O JOHNSON BROS CONST
JOHNSONBROSCONST@GMAIL.COM
C 479-587-8157

Job location:
1284 E SHADOWRIDGE DRIVE
FAYETTEVILLE, AR 72701

Prepared on:
12-13-22

Project Summary

Stabilize Local Area of Foundation Settlement	\$30,600.00
Total Investment	\$30,600.00
Total Contract Price	\$30,600.00
Deposit Required - 0%	\$0.00
Deposit Paid	\$0.00
Amount Due Upon Installation	\$30,600.00

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 120 days.

Authorized Signature _____ Marcos Gutierrez **Date** _____ 12-13-22

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

Customer Signature _____ **Date** _____

Job Details

SEE PLACEMENT DIAGRAM ON FINAL PAGE

Type of Wall	Block/Brick
Existing Wall Finish	Sheetrock
Existing Floor Finish	Varies

Job Details (Continued)

Specifications

Install Push Pier(s) to support the foundation as shown on job drawing using a standard bracket. Final Location of pier(s) is subject to field conditions.

Depth Clause

Prices allow for standard depths of 16'-0" below footing. Additional pier material will be priced at \$60 per each 36" section or portion thereof.

Contractor Will

- 1.) Attempt to lift the foundation, but is not responsible for cosmetic damage that may result. (Achieving lift is not guaranteed)
- 2.) Attempt to straighten the foundation wall(s). Although straightening is likely, it is not guaranteed.
- 3.) Backfill all excavated areas using any excess dirt to establish a positive slope away from house. (Where applicable)
- 4.) Clean up construction affected areas and dispose of any broken concrete or rock debris.
- 5.) Provide a pier installation record showing the depth, specifically measured load bearing capacity and load actually supported by each pier - as well as its actual installation location.
- 6.) Provide 25 year Manufacturer's Product Warranty & Contractor's Installation Warranty. Warranty is transferable to future owner at no additional cost.
- 7.) Lift portions of the elements to reduce the distress in the foundation, framing and finishes where possible and practical.

Customer Will

- 1.) Remove and replace any landscaping that is in the work area.
- 2.) Move personal items at least 10 feet away from the work area.
- 3.) Repair any sprinkler lines that may be damaged during the installation.
- 4.) Mark any private lines that may be hidden underground, and assumes all liability if damage should occur to such lines.
- 5.) Pay an additional charge as shown for piers installed beyond the expected depth.
- 6.) Remove and replace sections of deck and deck elements.
- 7.) Remove and replace any concrete or landscape features in work area.
- 8.) Remove and replace HVAC if necessary.

Product List

PUSH PIERS 3" 17

Job Details (Continued)

Additional Notes

PERIMETER FOUNDATION – Continuous Spread Footings

Foundation Specialties will install push pier underpinning assemblies at the bottom of the foundation (footing) level including: labor and equipment for excavation (pit) to access the foundation bottom; Backfilling the access pit with the same material previously excavated and compacting the backfill with a mechanical tamper; providing all materials and labor to install the push pier assemblies. The push pier assembly will be manufactured by Supportworks. Push piers shall be driven to make contact with bedrock or similar load bearing stratum adequate to support the superimposed loads. Final location of push pier(s) is subject to field conditions. FS will transfer the foundation loads to the underpinning assemblies to reduce the distress in the foundation, framing and restore the original elevation of the foundation where possible and practical. Upon completion of the project FS will provide an installation report that records the depth of the pier, driving force upon each pier section, the amount the foundation is lifted, and final load (weight) bearing upon the underpinning assembly.

Existing Conditions and Features Responsibility: Foundation Specialties is not responsible for any pre-existing structural or mechanical separations or fractures while performing the work under this proposal. FS is not responsible for plantings or landscape features that may require removal, reinstallation, or replacement. FS will exercise reasonable care to avoid or minimize damage to plantings but cannot guarantee long-term survival.

Provision for Excessive Pier Depths: Prices allow for Push Pier depths of 16'-0" below the footing.

Additional push pier tube material will be priced at \$60 per each 36" section or portion thereof.

Provision for Insufficient Footing Conditions: FS assumes construction standards generally recognized by local municipal building codes: 2,500 psi minimum strength concrete and footing dimensions 12" thick x (18" to 24") wide with the exterior toe of the footing projecting at least 2" from the exterior wall line and plumb to the bottom of the footing. If footing construction is significantly deficient, or if structural failure of the footing has occurred such that proper pier installation requires the footing to be supplemented, additional charges may be incurred as follows: (1) For a +/-20" length of 8" x 8" x 1/2" Steel Angle - \$350.00 per each pier where installed - or, (2) For a 16" x 16" x 36" Reinforced Concrete Beam - \$750.00 per each pier where installed.

Provision for Excessive Concrete or Rock Removal: If the existing footing exceeds 24" in thickness, or if its width projects more than 8" beyond the exterior wall of structure, or if any previous concrete underpinnings are encountered that must be disengaged from the existing foundation, or if existing rock conditions are encountered that require(s) "extra work" with heavy pneumatic tools in order to remove or investigate or drill through the concrete or rock – an "additional production charge" may be incurred at \$100/man-hour (includes all FS owned equipment) + the cost of any needed rental equipment and additional materials.

Provision for Adverse Conditions: The price quoted herein reflects estimated costs for normal installation of the proposed work; it does not include any additional costs to cover "adverse conditions", i.e. excessive footing depth, unusually thick concrete slabs, unanticipated underground obstacles such as tree stumps or abandoned structures (or fragments-junk), "floating" boulders not bearing on bedrock, abandoned utilities, mining features, and underground voids within the area(s) of pier installation.

Situations that could result in "Extra Work" expenses are generally not expected and would only occur if necessary for proper execution of the project. If such an instance should arise, the Owner will be advised at earliest opportunity and invited to observe and/or verify existence of the condition(s).

Limited Warranty

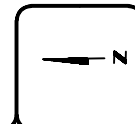
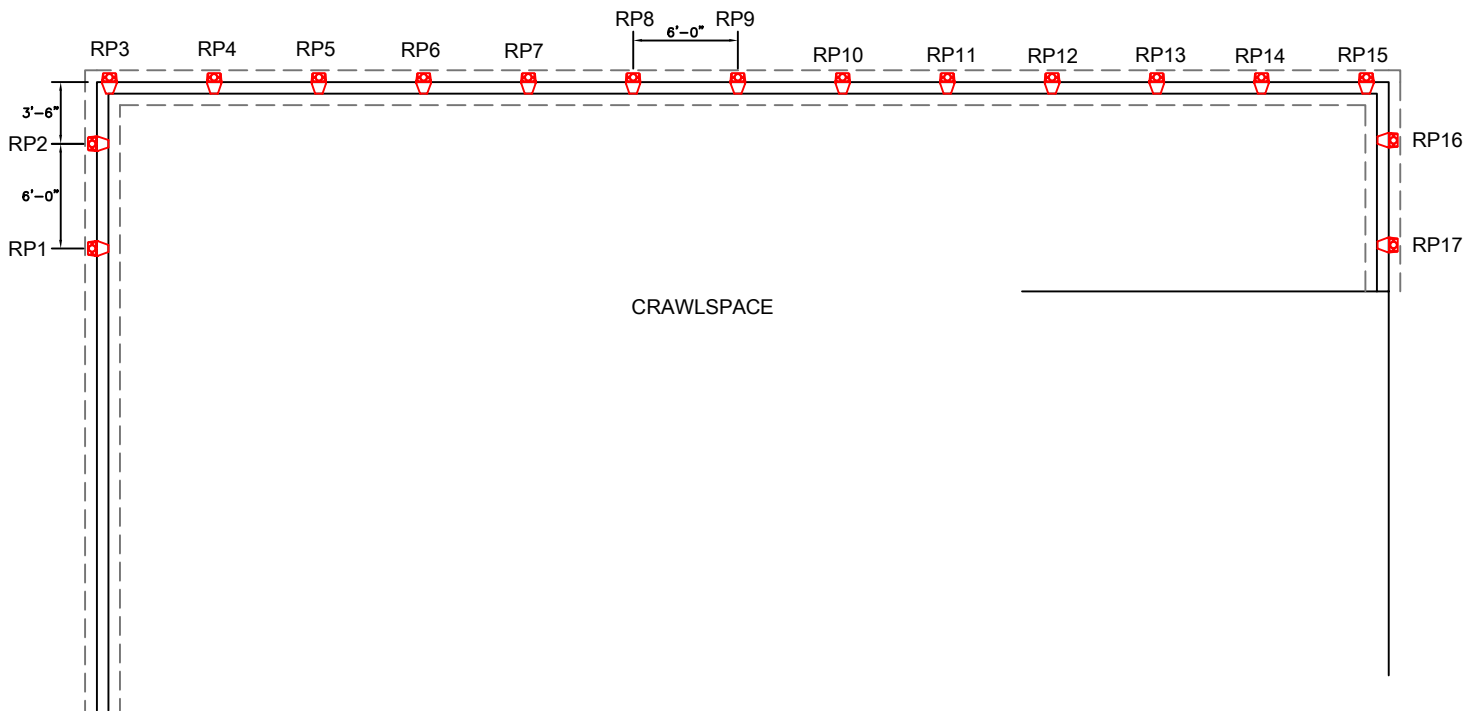
Limited Warranty - The Limited Warranty (the "Warranty") is made in lieu of and excludes all other warranties, expressed or implied, and of all other obligations on the part of Foundation Specialties (the "Contractor") to the customer (the "Customer"). There are no other verbal or written warranties. There are no warranties which extend beyond the Warranty Certificate, including NO WARRANTIES OF EXPRESSED OR IMPLIED MERCHANTABILITY AND NO WARRANTIES OF EXPRESSED OR IMPLIED FITNESS FOR A PARTICULAR PURPOSE, INCLUDING FOUNDATION REPAIR.

Payments & Warranty Period - For the applicable time periods indicated below, the Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. The Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in the Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor's workers are covered by Workers' Compensation insurance. After the work specified in this Contract is completed and paid in full, and for Customer's convenience, Contractor will issue to Customer a Warranty Certificate containing the list of products installed, the date of installation, and certain portions of the Warranty.

- * Foundation Perimeter Push Piers - Foundation Specialties warrants the installed foundation push pier underpinning assemblies consisting of steel pier(s) and load transfer bracket(s) against all defects in material and workmanship for a period of Twenty Five (25) years from the date of the Warranty Certificate. If, during this time, any vertical settlement of a foundation underpinning assembly occurs other than settlement or movement caused by Acts of God including but not limited to, earthquake, severe wind, flood, change in the water table, landslides, natural or created side pressures that displace piers, post installation changes in structural configuration or adding or alternating loads bearing on the installed piers, or any man-made condition not evident or revealed at time of initial construction, then Foundation Specialties will, at no expense to the customer, correct any defect in workmanship or material that may be required to restore the foundation underpinning assembly.

Exclusions From The Warranty - The Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) any system that has been altered; 3) dust incidental to installation; 4) damage to property including, but not limited to, floor coverings, furniture, all personal property, stored items, finished walls, and other objects inside the foundation of the structure on which work was completed; 5) breakage of any hidden or unmarked fuel/utility/service/private lines; and 6) any damages caused by mold including, but not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Contractor does not warrant to lift, to close cracks, to render doors and windows operational or to move walls back to their original position, but will do its best to achieve positive results in this regard.

FOUNDATION SPECIALTIES PLACEMENT DIAGRAM



STABILIZE LOCAL AREA OF FOUNDATION SETTLEMENT

1284 E SHADOWRIDGE DR
FAYETTEVILLE, AR

FOUNDATION SPECIALTIES, LLC.
BETHEL HEIGHTS, AR

Project No.: TBD

Date: 12-13-2022

Revised:
By: MAG

F 1



Prepared by:
Marcos Gutierrez
C 479-263-2956
mgutierrez@foundationspecialties.com

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Prepared on:
2-9-23

Prepared for:
LAURA GRAY
LGRAY@UARK.EDU
C 479-587-8157

Job location:
1284 E SHADOWRIDGE DRIVE
FAYETTEVILLE, AR 72701

Phase 2 Substructure Project

Project Summary

Install Smart Jack Columns at Girder, Install New Pier and Beam Set, Shim adjust existing columns.	\$20,820.00
Total Investment	\$20,820.00
Total Contract Price	\$20,820.00
Deposit Required - 0%	\$0.00
Deposit Paid	\$0.00
Amount Due Upon Installation	\$20,820.00

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 120 days.

Authorized Signature _____ **Marcos Gutierrez** _____ **Date** _____ **2-9-23** _____

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 30 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract.

Customer Signature _____ **Date** _____

Job Details

SEE PLACEMENT DIAGRAM ON FINAL PAGE

Type of Wall Block/Brick
Existing Wall Finish Sheetrock
Existing Floor Finish Varies

Job Details (Continued)

Specifications

Install a standard supplemental beam as indicated on job drawing. Install SmartJack supports as indicated on job drawing to support the floor joist system above. Attempt to level girder at column by installing steel shims at existing block columns in local area.

Contractor Will

- 1.) Attempt to lift the foundation, but is not responsible for cosmetic damage that may result. (Achieving lift is not guaranteed)
- 2.) Clean up construction affected areas and dispose of any broken concrete or rock debris.
- 3.) Lift portions of the elements to reduce the distress in the foundation, framing and finishes where possible and practical.

Customer Will

- 1.) Move personal items at least 10 feet away from the work area.

Product List

SMART JACK COLUMNS 18

SUPPLEMENTAL BEAM 28 LF

SHIM ADJUST EXISTING COLUMNS
AT GIRDER 7

Job Details (Continued)

Additional Notes

PERIMETER FOUNDATION – Continuous Spread Footings

Foundation Specialties will install push pier underpinning assemblies at the bottom of the foundation (footing) level including: labor and equipment for excavation (pit) to access the foundation bottom; Backfilling the access pit with the same material previously excavated and compacting the backfill with a mechanical tamper; providing all materials and labor to install the push pier assemblies. The push pier assembly will be manufactured by Supportworks. Push piers shall be driven to make contact with bedrock or similar load bearing stratum adequate to support the superimposed loads. Final location of push pier(s) is subject to field conditions. FS will transfer the foundation loads to the underpinning assemblies to reduce the distress in the foundation, framing and restore the original elevation of the foundation where possible and practical. Upon completion of the project FS will provide an installation report that records the depth of the pier, driving force upon each pier section, the amount the foundation is lifted, and final load (weight) bearing upon the underpinning assembly.

Existing Conditions and Features Responsibility: Foundation Specialties is not responsible for any pre-existing structural or mechanical separations or fractures while performing the work under this proposal. FS is not responsible for plantings or landscape features that may require removal, reinstallation, or replacement. FS will exercise reasonable care to avoid or minimize damage to plantings but cannot guarantee long-term survival.

Provision for Excessive Pier Depths: Prices allow for Push Pier depths of 16'-0" below the footing.

Additional push pier tube material will be priced at \$60 per each 36" section or portion thereof.

Provision for Insufficient Footing Conditions: FS assumes construction standards generally recognized by local municipal building codes: 2,500 psi minimum strength concrete and footing dimensions 12" thick x (18" to 24") wide with the exterior toe of the footing projecting at least 2" from the exterior wall line and plumb to the bottom of the footing. If footing construction is significantly deficient, or if structural failure of the footing has occurred such that proper pier installation requires the footing to be supplemented, additional charges may be incurred as follows: (1) For a +/-20" length of 8" x 8" x 1/2" Steel Angle - \$225.00 per each pier where installed - or, (2) For a 16" x 16" x 36" Reinforced Concrete Beam - \$550.00 per each pier where installed.

Provision for Excessive Concrete or Rock Removal: If the existing footing exceeds 24" in thickness, or if its width projects more than 8" beyond the exterior wall of structure, or if any previous concrete underpinnings are encountered that must be disengaged from the existing foundation, or if existing rock conditions are encountered that require(s) "extra work" with heavy pneumatic tools in order to remove or investigate or drill through the concrete or rock – an "additional production charge" may be incurred at \$100/man-hour (includes all FS owned equipment) + the cost of any needed rental equipment and additional materials.

Provision for Adverse Conditions: The price quoted herein reflects estimated costs for normal installation of the proposed work; it does not include any additional costs to cover "adverse conditions", i.e. excessive footing depth, unusually thick concrete slabs, unanticipated underground obstacles such as tree stumps or abandoned structures (or fragments-junk), "floating" boulders not bearing on bedrock, abandoned utilities, mining features, and underground voids within the area(s) of pier installation.

Situations that could result in "Extra Work" expenses are generally not expected and would only occur if necessary for proper execution of the project. If such an instance should arise, the Owner will be advised at earliest opportunity and invited to observe and/or verify existence of the condition(s).

Recommendations to Your Project

(ORIGINAL PROJECT)

Stabilize Local Area of Foundation Settlement	17 3" Push Pier, Standard Bracket	\$30,600.00
	17 2022 Pricing	

SEE PLACEMENT DIAGRAM ON FINAL PAGE

Limited Warranty

Limited Warranty - The Limited Warranty (the "Warranty") is made in lieu of and excludes all other warranties, expressed or implied, and of all other obligations on the part of Foundation Specialties (the "Contractor") to the customer (the "Customer"). There are no other verbal or written warranties. There are no warranties which extend beyond the Warranty Certificate, including NO WARRANTIES OF EXPRESSED OR IMPLIED MERCHANTABILITY AND NO WARRANTIES OF EXPRESSED OR IMPLIED FITNESS FOR A PARTICULAR PURPOSE, INCLUDING FOUNDATION REPAIR.

Payments & Warranty Period - For the applicable time periods indicated below, the Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. The Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in the Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Contractor's workers are covered by Workers' Compensation insurance. After the work specified in this Contract is completed and paid in full, and for Customer's convenience, Contractor will issue to Customer a Warranty Certificate containing the list of products installed, the date of installation, and certain portions of the Warranty.

- ★ Smart Jacks - Contractor warrants that the Adjustable Smart-Jack Assembly will be free from mechanical defects for Five (5) years from the date of installation, or else Contractor will provide the labor and materials, at no cost to the Customer, to make any necessary maintenance adjustment or replacement of the Smart-Jack Mechanical Assembly. Additionally, the manufacturer of Smart-Jacks warrants that Smart-Jacks will, under normal use and service, be free from defects in material and workmanship for twenty-five (25) years from the date of installation (see manufacturer's warranty for more details). Please note: Smart Jacks are adjustable assemblies that may or may not require adjustments during seasonal or periodical changes in soil conditions. This warranty does not cover adjustments or future leveling of the subfloor structures, should adjustments beyond the abilities or comfort of the homeowner be required the Contractor can provide these adjustments at an additional charge. Please contact your Foundation Specialties representative for current prices of subfloor adjustments.

Micropiles

Micropiles - FS Geo-Con/Foundation Specialties warrants the foundation underpinning assemblies consisting of micropiles and load transfer brackets against all defects in material and workmanship for the below named Property and Owner for a period of Seventy Five (75) years from the date of the Warranty Certificate. If, during this time, any vertical settlement of a foundation underpinning assembly occurs other than settlement or movement caused by Acts of God including but not limited to, earthquake, severe wind, flood, change in the water table, landslides, natural or created side pressures that displace piers, post installation changes in structural configuration or adding or alternating loads bearing on the installed piers, or any man-made condition not evident or revealed at time of initial construction, then FS Geo-Con/Foundation Specialties will, at no expense to the Owner, correct any defect in workmanship or material that may be required to restore the foundation underpinning assembly. entering the basement. If vertical movement or water is a problem, additional work may be needed at an additional cost. Although ShotLock® walls will be new concrete foundation walls, some imperfections in the finish of the walls should be expected.

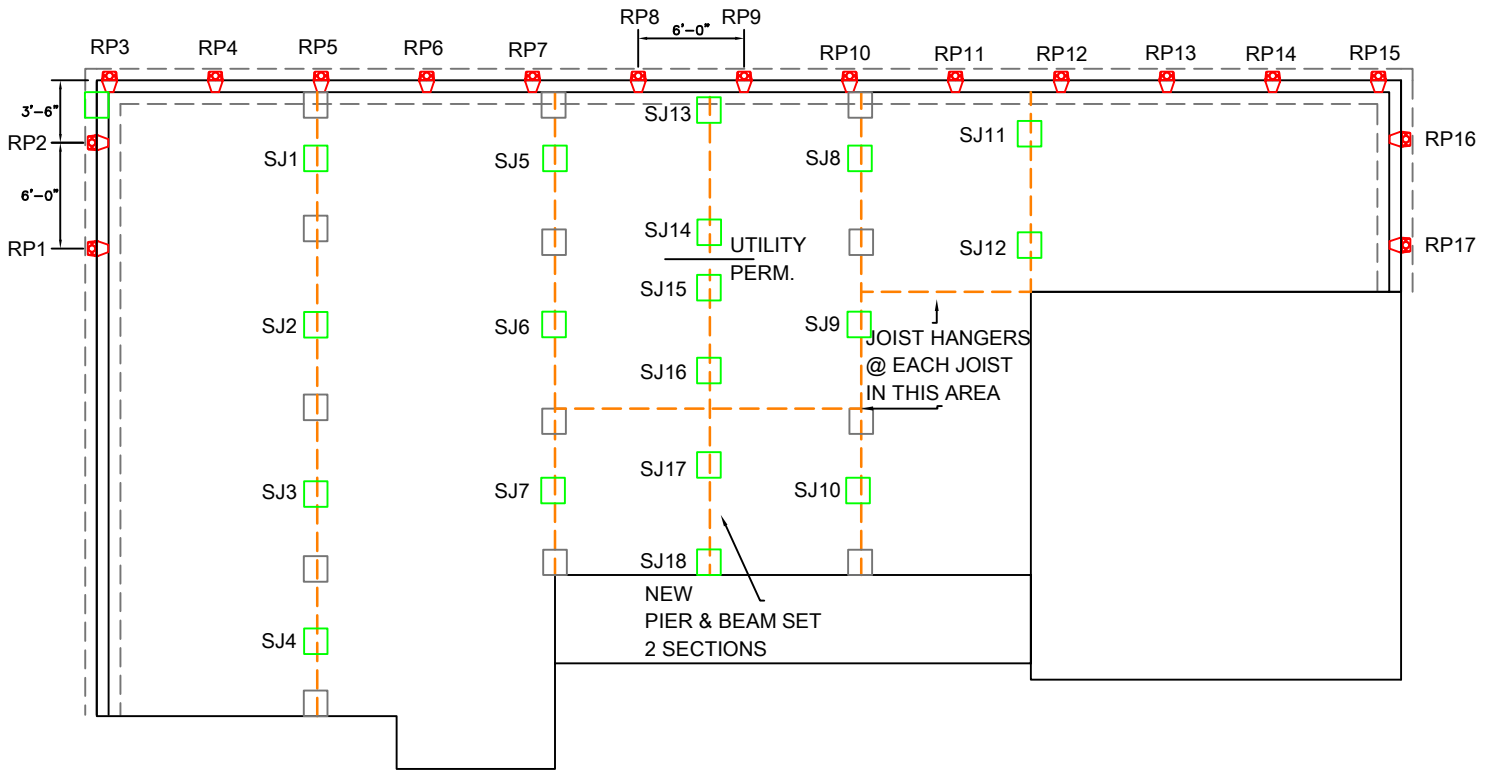
WaterGuard System

Waterguard System - Foundation Specialties hereby warrants that the Waterguard Moisture Management System installed is free from defects in material and workmanship and that with proper system maintenance no water shall pass from any wall where the system has been installed, through the system and collect on the basement floor; said warranty shall be in effect for a period of Two (2) years.

Exclusions From The Warranty - The Warranty does not cover and Contractor specifically disclaims liability for: 1) exterior waterproofing; 2) any system that has been altered; 3) dust incidental to installation; 4) damage to property including, but not limited to, floor coverings, furniture, all personal property, stored items, finished walls, and other objects inside the foundation of the structure on which work was completed; 5) breakage of any hidden or unmarked fuel/utility/service/private lines; and 6) any damages caused by mold including, but not limited to, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, and adverse health effects, or any other effects. Contractor does not warrant to lift, to close cracks, to render doors and windows operational or to move walls back to their original position, but will do its best to achieve positive results in this regard.

FOUNDATION SPECIALTIES PLACEMENT DIAGRAM

RP NOT INCLUDED IN THIS PROPOSAL



STABILIZE LOCAL AREA OF FOUNDATION SETTLEMENT 1284 E SHADOWRIDGE DR FAYETTEVILLE, AR		FOUNDATION SPECIALTIES, LLC. BETHEL HEIGHTS, AR	Project No.: TBD Date: 12-13-2022 Revised: By: MAG
			F1



Prepared by:
Brandon Baggett
bbaggett@vestafs.com

VESTA Foundation Solutions
www.vestaofarkansas.com
TF 479-424-1188
O Arkansas Admin 2021

Prepared for:
Laura Gray
lgray@uark.edu
P (479) 587-8157

Job location:
1284 E Shadowridge Dr
Fayetteville, AR 72701

Prepared on:
7-13-23

Project Summary

My Crawl Space	\$21,369.00
Permanently Stabilize Foundation	\$24,000.00
Permanently Stabilize Floors	\$18,012.60
Shim	\$2,000.00
Total Investment	\$65,381.60
Total Contract Price	\$65,381.60
Deposit Required - 25%	\$16,345.40
Deposit Paid	\$0.00
Amount Due Upon Installation	\$65,381.60

Customer Consent

Any alteration from the above specifications and corresponding price adjustment (if necessary) will be made only at the Customer's request or approval. Completing the work in this Proposal at the time scheduled is contingent upon accidents or delays beyond our control. This Proposal is based primarily on the Customer's description of the problem. This Proposal may be withdrawn if not accepted by the Customer within 10 business days due to prices being subject to market fluctuations.

Authorized Signature _____ **Date** _____

Acceptance of Contract— I am/we are aware of and agree to the contents of this Proposal, the attached Job Detail sheet(s), and the attached Limited Warranty, (together, the "Contract"). You are authorized to do the work as specified in the Contract. I/we will make the payment set forth in this Contract at the time it is due. I/we will pay your service charge of 1-1/3% per month (16% per annum) if my/our account is 5 days or more past due, plus your attorney's fees and costs to collect and enforce this Contract. NO VERBAL COMMITMENTS AND PROMISES ARE EXPRESSED OR IMPLIED OUTSIDE OF THIS WRITTEN DOCUMENT.

Customer Signature _____ **Date** _____

Customer understands VFS is not liable for damage caused by lift.

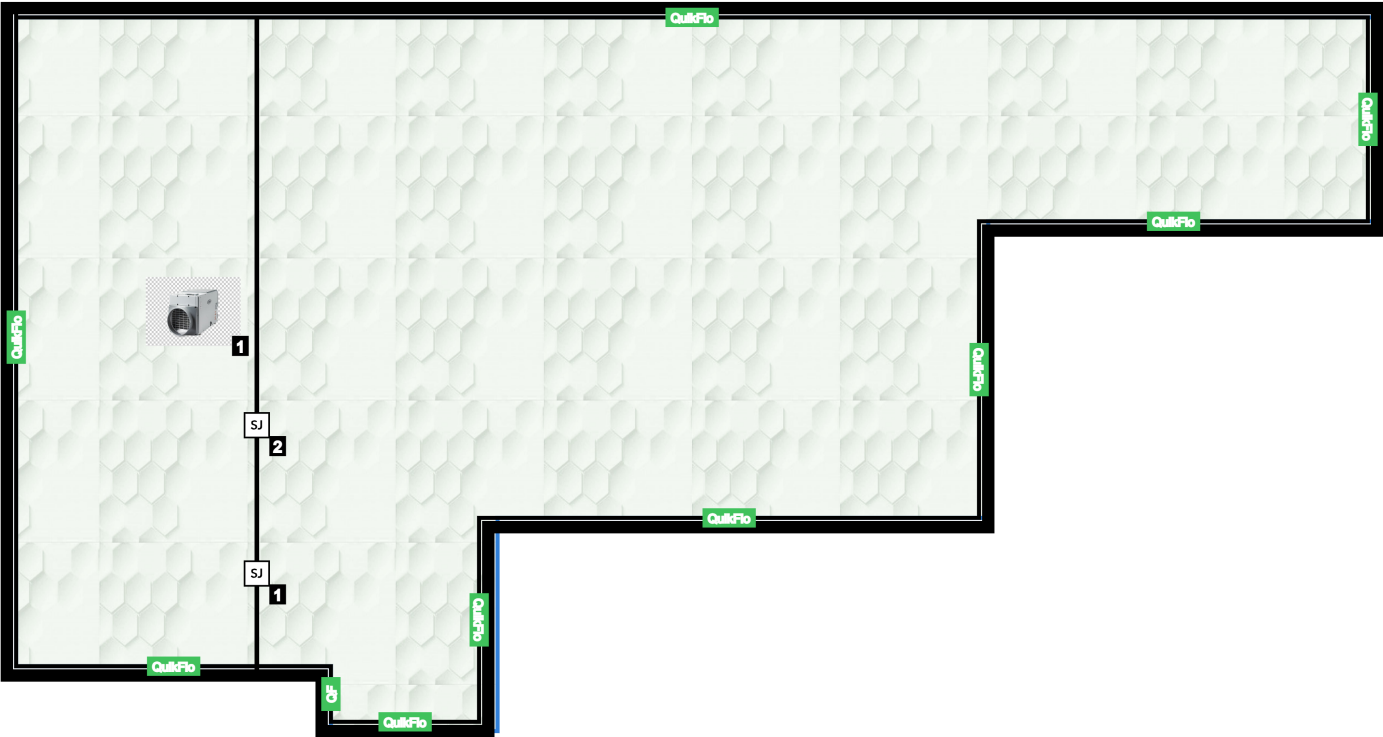
Initial _____

Customer understands original position may not be possible.

Initial _____

Job Details

Pier entire back wall



Job Details (Continued)

Specifications

1) Excavate the soil at each pier location to the footing. Backfill and tamp soil after the system is installed. 2) 3) Install SmartJack supports as indicated on job drawing to support the floor joist system above. A hole will be excavated into the foil for preparation of the footer. The initial sections of engineered fill will be introduced and tamped every 3-4 inches to ensure compaction. Once this is complete the smart jack system will be installed in a manner to temporarily shore the floor system until each additional jack is installed. The jacks will then be tightened together and locked unless otherwise noted for lift. 4) Install quikflo drainage system as shown 5) Install Pit boss single pump starter kit with 3/4 HP pump 6) Install CleanSpace Drainage Matting under CleanSpace liner. 7) Install the vesta encapsulation system in areas shown 8) Install April Aire Dehumidifier. 9) Custom 28 10)

Contractor Will

- 1.) Inside a home, the removal of concrete can create large amounts of dust. Vesta will clean up as much as possible, however, the customer is responsible for a more detailed clean.
- 2.) LIFT IS ALWAYS ATTEMPTED BUT NOT GUARANTEED. Every house or concrete fixture responds differently.
- 3.) Attempt to straighten the foundation wall(s). Although straightening is likely, it is not guaranteed.
- 4.) Install dates are given but can be changed for circumstances outside of Vesta's control, such as weather, or equipment failure
- 5.) Install piers to any depth necessary at no additional cost to the customer.
- 6.) May change location of sump during Foreman site visit to maximize best placement for system performance.
- 7.) Vesta can not guarantee that cracks will close either inside or outside. The customer is responsible for tuckpoint on exterior brick, or drywall interior cracks.
- 8.) Consult the customer if additional work is needed. This could be true if while doing work the production team comes across additional areas of concern that were not previously noted. No additional work will be done without the consent of the customer.
- 9.) The landscape will be disrupted. Vesta is not responsible for replacement.

Customer Will

- 1.) Move items out of the work area space. If items are not moved and the production crew has to move items, the customer will be charged accordingly. If the job has to be rescheduled because items are not moved, the customer will be charged \$750.00
- 2.) Mark any private lines that may be hidden underground, and assumes all liability if damage should occur to such lines.
- 3.) Be available at START and FINISH of the project for a walk-through with the Foreman. This is intended to provide any changes needed for a successful installation.
- 4.) Customer to install electrical outlet after project. Location of items needed for electrical may be moved, based on the decision of the Foreman.
- 5.) Call prior to 10 days of install date if rescheduling is necessary. If customer calls within those 10 days prior to installation a \$750.00 rescheduling fee can be applied.
- 6.) Be responsible for any replacement of landscape.
- 7.) Condition sites may require the use of helical piers instead of push piers. If this happens, the contract price will be increased to the price for helical piers.

Job Details (Continued)

Additional Notes

Smart Jack Systems may need additional Lift after installation. The first scheduled adjustment will take place approximately 90 days after install and will be included in the original price. Additional tightening trips due to memory in lumber after the initial 90 day adjustment will be subject to a service fee of \$199 per visit. _____

Underground lines that cannot be located may be subject to damage during excavation. Vesta is not liable for damage to underground hidden lines that may be damaged. _____

Customer understands to move personal belongings away from work area prior to installation date. If items are not moved then the project will need to be rescheduled and may be subject to a rescheduling fee at the discretion of management. _____

The design of your system may be subject to change based on field conditions but is not limited to movement of product or possible additional products to help correct the issue. _____

Customer understands that VFS will attempt to confirm installation date, if we are not able to confirm the project is subject to rescheduling. _____

Jobs with multiple services are subject to payment of each service upon completion of that service _____

Customer understands that if balance is not paid upon installation, it is subject to collection attempts by Vesta and/or a 3rd party collection agency. _____

Product List

My Crawl Space

QuikFlo	260
Pit Boss Starter Kit	2
Drainage Matting	2000 sqft
Vesta Encapsulation System	2000
April Aire E070	1
Condensation Pump	1

Permanently Stabilize Foundation

Pier Excavation, 0-5'	16 ft
16 Piers	1

Permanently Stabilize Floors

SmartJack, 1-3'	18
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Shim

Shim	1
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Limited Warranty

Standard Exclusions Permitted By State Law

This Foundation Limited Warranty ("Warranty") is made in lieu of and excludes all other warranties, express or implied, and all other obligations on the part of Vesta Foundation Solutions ("Contractor") to the customer ("Customer"). There are no other verbal or written warranties and no warranties that extend beyond the description on the face hereof, including NO WARRANTIES OF EXPRESS OR IMPLIED MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

General Terms

For the applicable time periods indicated below, this Warranty is transferable at no charge to future owners of the structure on which the work specified in this Contract is completed. This Warranty is in effect if the job specified in this Contract is completed and paid in full and, alternatively, is null and void if full payment is not received. Contractor does not warrant products not mentioned below, but some of such products may be covered by a manufacturer's warranty. All material used is warranted to be as specified in this Contract. All work will be completed in a workmanlike manner according to the standard practices of the industry. Due to unknown seismic events and characteristics of concrete this material and warranty are subject to observation of seismic occurrences and their effect to the home and repair.

Foundation Piers

Contractor warrants that the foundation piers will stabilize the affected area(s) against further settlement for 75 years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the foundation piers. Contractor does not warrant to lift, to close cracks, to render doors and windows operational, or to move walls back to their original position, but will do its best to achieve positive results in this regard. Customer should be aware that damage can occur to the structure during a lift operation and that Contractor is not responsible for such damages. Foundation piers provide vertical support only and cannot be expected to provide lateral support. If lateral movement occurs, additional work may be needed at an additional cost. Examples of lateral movement would be steep slopes and street creep causing the stem wall to rotate.

SmartJacks®

Contractor warrants that the SmartJacks® will stabilize the affected area(s) against further settlement for 5 years from the date of installation, or else Contractor will provide labor and materials, at no cost to Customer, to make any necessary adjustments to the SmartJacks®. This does not include finishing materials like sheetrock, painting and the such for any finished area of the home. In instances where aggressive tightening procedures need to occur causing additional trips due to memory, additional charges may apply based on customers request. Additionally, the manufacturer of SmartJacks® warrants that SmartJacks® will, under normal use and service, be free from defects in material and workmanship for 25 years from the date of installation (see manufacturer's warranty for more details). If changes occur due to excess moisture in the area(s) where SmartJacks® are installed, an encapsulation system, drainage, and dehumidification may be necessary in such area(s) at an additional cost to customers. Due to the nature of a wood framed foundation, wood building materials do not adjust to the newly installed support during the original installation. At an additional cost, Vesta recommends annual or semi-annual services to tighten the SmartJacks® to achieve as much lift as possible.

PolyLEVEL®

Contractor does not represent that PolyLEVEL® will lift the Customer's slab to meet any criteria of levelness, but instead that it will lift the slab as much as practical. For concrete slabs raised with PolyLEVEL®, Contractor warrants that the area where the slab of concrete was lifted will not settle more than ¼ inch for a period of 5 years from the date of installation. If it does, Contractor will provide the labor and materials to re-level the area at no additional charge to Customer. This Warranty includes any applications that are caulked or patched. Warranty does not protect against damage or abuse to concrete or caulking. This Warranty is void if Customer does not maintain grade around slabs and seal joints between slabs. When SealantPro is installed the contractor will warranty the surface area against water penetration and flaking for 5 years. Warranty is limited to surface and not cracks which should be treated using nexus pro joint caulking. Warranty does not cover existing flaking of surface and algae growth on surface. Regular maintenance is suggested following normal guidelines (i.e. Powerwashing, cleaning).

Exclusions

THIS WARRANTY DOES NOT COVER, CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR, AND CUSTOMER HOLDS CONTRACTOR HARMLESS FROM: 1) exterior waterproofing; 2) plumbing damage; 3) Customer-caused damage; 4) dust from installation; 5) damage to real or personal property such as walls, countertop, or floor coverings, framing, sheetrock, exterior materials, cabinets, appliances, and so on, including any damage alleged to have been done by the Contractor's use of heavy equipment necessary to complete the job; 6) any injury or damage caused by mold to property or person; 7) failure or delay in performance or damage caused by acts of God (flood, fire, storm, methane gas, etc.), acts of civil or military authority, or any cause outside Contractor's control; 8) damage from a lifting operation; 9) basement water seepage; and 10) damage from heave, lateral movements/forces of hillside creep, land sliding, or slumping of fill soils. While Contractor assumes responsibility for utility damage that occurs as a result of Contractor's installation, such protection is limited to replacing/repair the area Contractor damaged and does not include any upgrades to utilities for code compliance or other reasons.

Items For Which Customer Is Responsible

Customer shall: 1) make full payment to the crew leader upon completion of work; 2) prepare the work area for installation; 3) be responsible for any finish carpentry, painting, paneling, landscaping, etc. that may be necessary after Contractor's work is finished; 4) mark private lines (satellite, propane, sprinkler, etc.) 5) maintain positive drainage away from the repaired wall(s); 6) keep gutters clean and in good working order; 7) direct downspouts a sufficient distance away from the repaired wall(s); 8) maintain proper expansion joints in concrete slabs that are adjacent to the repaired wall(s); and 9) any items mentioned in this Contract under "Customer Will" or "Additional Notes."

Limited Warranty (Continued)

Water Management

Water Management -- The Contractor warrants that if water from the walls or floor wall joint passes through the perimeter water managementsystem and into the basement floor that we will provide the additional labor and materials to fix the leak at no additional charge to the Customer. Contractor is not responsible for any damages caused as a result of failure of the water management system. Contractor is not responsible for any damage to contents of the property. This warranty applies to WaterGuard systems along

the specific areas where the system is installed. Said warranty will be in effect for the lifetime of the structure. This warranty may be transferred to future homeowners provided

VFS, LLC. is notified within 30 days of the real estate transfer. The water management system shall not rust, rot or corrode for the life of the structure. If the entire perimeter of the basement was not treated, then additional work at an additional charge may be necessary to extend the system or treat other areas or other problems not addressed by this work. In addition, a pump or power failure is possible, therefore this warranty is not a guarantee of a dry basement, as the scope of this work cannot guarantee that in all circumstances. This warranty shall not apply to: condensation, or any system that has been altered in any way, water vapor transmission, concrete discoloration from capillary action, water squirting out of the walls over the system, window well flooding, plumbing leaks, surface water flooding, leaks from chimneys or garages, wall dampness, or efflorescence (white powder) on concrete, masonry or bricks, hurricanes or other acts of God. Contractor is not responsible for peeling paint, water once it is pumped from the

house, dust created from installation, damage to hidden or buried fuel/utility service lines, or frozen discharge lines without an IceGuard. Floor cracks are warranted against leakage only with full perimeter WaterGuard systems. Primary AC operated sump pumps and DC back-up pumps are covered under a separate manufacture's warranty which is 60 months from date of installation. Failure of any pump for any reason is outside the scope of this warranty. Back-up pumps that run off a battery, if not maintained, or that are called on to run beyond the current life of the battery, can fail. These systems are recommended but cannot be relied upon to work in every situation. Annual maintenance is recommended to find potential problems, but not required for this warranty to be in effect. Unless otherwise noted, electrical work is not included in this contract and problems for electrical connections or lack thereof are the responsibility of the customer. Systems that drain to daylight cannot be warranted by the contractor if such drain: does not drain enough water, does not drain water from under the floor, clogs or freezes. While drainage systems clogging or malfunctioning from iron ochre, iron get or iron bacteria from the soil are rare, the contractor cannot be responsible for these situations, or for a system which requires cleaning, flushing or other service as necessary to keep it functioning. Wall cracks repaired with FlexiSpan are warranted against leakage for 1 year.

Vesta Encapsulation System

VESTA Encapsulation System -- A crawl space encapsulation system will isolate the home from the earth. The humidity level in the air will be lowered, reducing moisture, however the encapsulation system does not claim to be a mold mitigation system and a April Aire dehumidification/air purification system is highly recommended to further reduce mold growth. Wet crawl spaces require a drainage system, and a Sump system to remedy the problem with water below the VESTA Liner liner. VESTA Liner has a transferable 25

year warranty-- there will be no charge for service calls on any tears or holes in the VESTA liner (not caused by abuse or misuse), in the unlikely event this occurs. Sump pumps are covered under a separate manufacturer's warranty. Installation of the system does not include extending discharge lines more than five feet from the foundation or electrical work unless specified. Contractor is not responsible for frozen discharge lines without an IceGuard, water once it is pumped from house, or condensation. THIS WARRANTY DOES NOT COVER, AND THE CONTRACTOR SPECIFICALLY DISCLAIMS LIABILITY FOR: WATER DAMAGE TO FLOOR COVERINGS, FURNITURE, STORED ITEMS, FINISHED WALLS AND OTHER OBJECTS INSIDE THE FOUNDATION. Contractor will not be responsible for any damages caused by mold, to include but not be limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effects, or any other effects. Customer agrees to keep area dry and to promptly report any problems to the Contractor. There are no other warranties, oral or written.

Helical Tie Backs

Contractor hereby warrants that the wall anchors will stop further inward movement of the wall(s) repaired for 25 years from the date of installation, or else Contractor will provide the labor and materials, at no cost to Customer, to correct the problem with the wall anchors. Walls that do not have wall anchors installed entirely from corner to corner, by Contractor, are not warranted. Wall anchors are warranted only to stabilize the affected wall(s) and not straighten them. If Customer desires further outward movement in the wall(s) repaired, Customer may tighten the installed wall anchors as recommended by the manufacturer, but assumes all liability for damages due to over-tightening of the wall anchors.

Notice of Right to Cancel

You are entering into a contract. If that contract is a result of, or in connection with a salesman's direct contact with, or call to you at your residence without your soliciting the contract or call, then you have a legal right to void the contract or sale by notifying us within five (5) business days from whichever of the following events occurs last:

1. The date of the transaction, which is: _____ or
2. The date you received this notice of cancellation.

How to Cancel

If you decide to cancel this transaction, you may do so by notifying us in writing at:

VESTA FOUNDATION SOLUTIONS CORPORATE OFFICE

4609 S Rockwell Ave, Oklahoma City, OK 73179

VESTA Foundation Solutions

TF 479-424-1188

☐ Arkansas Admin 2021

www.vestaofarkansas.com

13241 Puppy Creek Rd Suite 21-27

Springdale, AR 72762

You may use any written statement that is signed and dated by you and states your intentions to cancel, or you may use this notice by dating and signing below. We will not cancel work orders until the notice of right to cancel is received. THIS IS A NON REFUNDABLE DEPOSIT.

I wish to cancel.

Owner's Signature

Date

Owner's Signature

Date

The undersigned acknowledges receipt of the Notice of Right to Cancel.

Owner's Signature

Date

Owner's Signature

Date

22033 East Highway 412
Springdale, Arkansas 72764
(479) 502 7048
ecograssnwa@gmail.com | ecograssnwa.com



RECIPIENT:

Aaron Watkins

x
Fayetteville, AR 72703

Quote #3	
Sent on	Apr 06, 2023
Total	\$5,000.00

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
Softscaping - Clean up	Fix railing Fix fence post Pick gravel Add top soil Add hay Spread fescue seeds Labor	1	\$5,000.00	\$5,000.00

Address of service:
1284 E Shadowridge Dr
Fayetteville, AR 72701

This quote is valid for the next 30 days, after which values may be subject to change.

Total	\$5,000.00
-------	------------

Signature: _____ Date: _____

Three Amigos Lawncare and Landscaping

Wall cost \$3,000 (delivery included)

*drain material \$1,000 (delivery included)

Pvc Pipes, fabric, filter rock, brown rock

*Bermuda Sod \$1,000

(Top soil, delivery, sod)

Material total \$4,800

Hauling away old railroad ties and dump fee

extra digging will be
necessary to proper install path

good soil we can reuse to raise and level the lawn behind the stone wall that's being eroded, then add top soil and then install sod (last part of work) bad soil and rocks we will haul away and dump

we will use heavy equipment to lift up the stones and install them properly, this equipment it is included on labor cost

Labor cost \$4,000

total \$8,800

William Velado Polanco

wvelado@hotmail.com

Please let me know if you need anything more or resent. I look forward to resolving this as quickly as the approval process allows so that the property (and time/life 😊) can get back to order and whole. Thanks again, and,

All best,
Laura

From: Office Personnel <info@nwafourseasons.com>
Sent: Thursday, July 20, 2023 11:17 AM
To: Laura Virginia Gray <lgray@uark.edu>
Subject: Four Seasons Landscaping - 1284 East Shawdownridge

You don't often get email from info@nwafourseasons.com. [Learn why this is important](#)

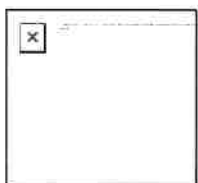
Dear Miss Gray

Thank you for contacting Four Seasons Landscaping for your retaining wall and flower bed reconstruction project located at 1284 East Shawdownridge Drive Fayetteville, AR 7270.

Unfortunately, due to uncontrollable circumstances, we will not be able to provide you with an estimate for the requested project.

Thank you

Four Seasons Landscaping, LLC



Office (479) 595-0685
Fax (479) 527-2588

CR Painting & Drywall

417 E POST RD ROGERS AR 72758 (872)588-9936

Estimate 2023/45

3/07/2023

<i>Address And Name</i>	<i>JOB Description</i>	<i>Total cost</i>
<i>CUSTOMER ADREES</i> 1284 EAST SHADOWRIDGE DR <i>CUSTOMER NAME</i> LAURA GRAY	WE MOST PROTECT FURNITURE FLOORS FROM PAINT AND DUST REPAIR MULTIPLE CRACKS IN WALLS AROUND THE HOUSE MANY WALLS NEED TO BE REPAIR TAPE MUD ,RETEXTURE ,SAND PRIME AND PAINT TO EXISTING COLORS LIVING ROOM,FRONT ENTRY 4 BEDROOMS ONE BATH AND 2 CLOSETS THIS IS JOB WILL TAKE AT LEAS 1 WEEK TO DO ALL REPAIRS CAUSED BY A BROKET DRAIN	Labor material \$3600.00

License and insured up to \$2,000,000

Springdale Service - Burton Pools and Spas
6121 So Zero
Fort Smith, AR 72903

Service Invoice

Invoice ID: 730805-1
Customer ID: 57716
Employee ID: hbranum
Ordered: 6/30/2023
Invoiced: 6/30/2023
Due: 6/30/2023

Laura Gray
1284 E Shadowridge Dr
Fayetteville, AR 72701

Ship To
Laura Gray
1284 E Shadowridge Dr
Fayetteville, AR 72701

Fayetteville Tax

Qty	Item	Unit Price	Total
2	SPAREPNWA - LABOR FOR SPA REPAIR NWA	\$159.00	\$318.00
1	DRIVETIME - LABOR FOR DRIVE TIME	\$0.00	\$0.00

Payments		Terms: Due On Receipt	Sub Total	\$318.00
07/05/2023	Payment - Credit Card - Visa	-\$349.01	Taxes	\$31.01
			Total	\$349.01
			Payments	\$349.01
			Balance Due	\$0.00

Terms And Conditions

Please be advised that in the event of non-payment should this account be placed with an outside agency for collection, you will be responsible for all fees and expenses incurred by Burton Pools and Spas, LLC.

6121 So Zero, Fort Smith, AR 72903, (479) 756-5511
12:55:02 PM By yf
Accepted
Received By

Date



The Pool & Spa Store

2737 N. College Ave
Fayetteville, AR 72703
Phone: 479-442-7665
Fax: 479-442-2533

Email: thepoolandspastore@att.net
Web: www.poolandspastore.net

Converted

Salesperson 1: Regina Morris

Revenue Center: Service

Created: 11/11/2022 4:00:47 PM

Completed: 11/17/2022 11:20:51 AM

Customer Id: 12477 BC Builders, LLC

Invoice 73650

Register: Assistant



LAURA GRAY
1284 E SHADOWRIDGE DR
FAYETTEVILLE, AR 72701

C: 479-587-8157
Email: LGRAY@UARK.EDU

SPA Service ☒
Robert
Nov 14 2022 4:30PM

Qty	Description	Price	Amount
2	SERVICE LABOR 1 MAN	125.00	250.00
1	MISC USED CIRC PUMP AND CONTROL CAN PLASTIC BOX	200.00	200.00

CORRECT AS SHOWN

Customer Signature

Sub Total	\$450.00
State Tax	\$29.25
City/County Tax	\$14.63
Total	\$493.88
Notes/Balance Due Date	Amount Paid
COMPLETE	Balance
	\$0.00

Payments

Type	Approval Code	Id Numbers	Amount	Date of Trans	Type	Reference #	Date Received	Employee Name
Visa	017012	*****5444	\$493.88	11/17/2022	P	181111	11/17/2022	ROBERT COX

Special Comments: HOT TUB NOT HEATING. BOARD MIGHT BE BAD OR NEEDS A CIRC PUMP. YOU HAVE BEEN TALKING TO HER ON THE PHONE. JUST NEEDS A QUOTE. CALL ON WAY.
11.14.22 RDC OC. FOUND CIRC PUMP BAD, HELP WITH COVER MEASURRMENTS. .5HR
11-14-22 RDC/OC REPLACED THE CIRC PUMP WITH A USED ONE AND REPLACED THE CONTROL CAN PLASTIC BOX ONLY. 1.75HRS

I have read the agreement of sale and agree to the above terms and conditions

Customer Signature

Print Name

Date

Customer Signature

Print Name

Date

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

Insured: City of Fayetteville
Property: 113 W. Mountain
Fayetteville, AR 72701

Claim Rep.: Mark Deaton

Business: (479) 871-3700

Claimant: Laura Gray
Business: 1284 E. Shadow Ridge Drive
Fayetteville, AR 72701

Business: (479) 587-8157

Estimator: Mark Deaton

Business: (479) 871-3700

Claim Number:

Policy Number:

Type of Loss:

Date Contacted: 4/24/2023 12:30 PM

Date of Loss:

Date Received: 4/24/2023 12:30 PM

Date Inspected: 4/26/2023 12:30 PM

Date Entered: 5/11/2023 12:20 PM

Price List: ARFA8X_MAY23
Restoration/Service/Remodel
Estimate: 2023-05-21-1220

PROPERTY DAMAGE DISCLAIMER: PLEASE READ CAREFULLY

NWA Claims, LLC . is not authorized to: (1) make coverage determinations, (2) secure contractors, (3) authorize OR suggest payments, or (4) authorize work of any kind whatsoever.

NWA Claims, LLC . will prepare an estimate based on visible damages and a scope of work needed in accordance to our opinions. Items such as hidden damages or unforeseen future developments cannot be forecasted, so our estimate represents our opinions as to an estimated measure of damages that exist as of the date of preparation.

OUR ESTIMATE IS NOT A PROMISE OF PAYMENT OR CONSTITUTES SETTLEMENT OR AN OFFER OF SETTLEMENT; IT IS NOT AN AUTHORIZATION FOR REPAIRS.

Our estimate does not create coverage under a policy where coverage does not or did not exist.

Preparation of our estimate does not prevent an insurance company from reserving its rights under a policy, or from exercising its rights as outlined within the policy.

This estimate is subject to review by the client/insurance company.

NWA Claims, LLC . is not responsible for payment to any third party contractor for any fees for repairs, construction, remediation, etc., to the property upon which this estimate was prepared.

NWA Claims, LLC.

P.O. Box 4872
Fayetteville, AR 72702
479-871-3700

2023-05-21-1220**Dwelling/Yard**

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
1. Foundation-Exterior*	1.00 EA	30,600.00	0.00	30,600.00	(0.00)	30,600.00
2. Foundation-Crawl Space*	1.00 EA	20,820.00	0.00	20,820.00	(0.00)	20,820.00
3. Crossties *	120.00 LF	2.01	24.12	265.32	<48.24>	217.08
4. Topsoil (per CY)	100.00 CY	39.00	390.00	4,290.00	(0.00)	4,290.00
5. Backhoe loader and operator	16.00 HR	101.59	162.54	1,787.98	(0.00)	1,787.98
Two Days to Spread Top Soil/Lift and Reset Stones						
6. Lawn - hydroseeding	2,200.00 SF	0.12	26.40	290.40	(0.00)	290.40
7. Gravel *	300.00 SF	3.02	90.60	996.60	<271.80>	724.80
8. Detach & Reset Gate & Post*	8.00 LF	15.11	12.09	132.97	(0.00)	132.97
9. Detach & Reset Natural stone*	60.00 SF	50.67	304.02	3,344.22	(0.00)	3,344.22
Remove/Reset Stone						
10. Landscaping (Bid Item)	1.00 EA	1,500.00	150.00	1,650.00	(0.00)	1,650.00
To Do Work In Yard Not Included In Listed Operations						
11. Exterior door- pre-hung unit*	1.00 EA	806.42	80.64	887.06	(0.00)	887.06
12. Exterior door - pre-hung unit*	1.00 EA	806.42	80.64	887.06	<241.93>	645.13
Replace Door and Framing Leading Into Crawl Space						
13. Remove Hot Tub-Sovereign *	1.00 EA	40.67	4.07	44.74	(0.00)	44.74
14. Hot Tub-Sovereign *	1.00 EA	15,820.27	1,582.03	17,402.30	<7,910.14>	9,492.16
50% Betterment						
15. Plants - shrubs - evergreen *	1.00 EA	105.10	10.51	115.61	<31.53>	84.08
Replace Plants Damaged From Water						
Totals: Dwelling/Yard			2,917.66	83,514.26	8,503.64	75,010.62

Interior

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
16. Drywall (Bid Item)	1.00 EA	2,250.00	225.00	2,475.00	(0.00)	2,475.00
Repair Cracked Areas Around Doors/Walls and Texture						
17. Paint the surface area - two coats	1,200.00 SF	0.99	118.80	1,306.80	<356.40>	950.40
Mix Paint For Match-Touch Up Repaired Areas For Match						
Totals: Interior			343.80	3,781.80	356.40	3,425.40

Miscellaneous

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
-------------	----------	------------	-----	-----	---------	-----

2023-05-21-1220

5/21/2023

Page: 2



MEETING OF AUGUST 29, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

DATE: August 16, 2023

SUBJECT: **Appeal: CUP-2023-0073: Conditional Use Permit (10 S. PALMER AVE./ BEYKIRCH, 521): Submitted by STEPHEN BEYKIRCH for property located at 10 S. PALMER RD in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.40 acres. The request is to use the dwelling as a short-term rental.**

RECOMMENDATION:

City Planning staff recommended approval of a request for a conditional use permit for a short-term rental as described and shown below. The Planning Commission denied the request at the July 24 Planning Commission meeting.

BACKGROUND:

The subject property is located in central Fayetteville approximately 700 feet west of John McDonnell Field. The property is zoned RSF-4 and totals approximately 0.4 acres. No zoning overlays apply to the property. It is currently developed with a 3000 square foot single family structure built in 1966 per the Washington County Assessor. A building permit for a kitchen, bathroom, and basement game room remodel was granted in November 2022 but is not yet complete. On April 20, 2021, City Council adopted an ordinance to regulate short-term rentals operating within its limits. On December 20, 2022, City Council amended the ordinance to enact new requirements for short-term rentals, and on July 6, 2023, City Council amended the Type 2 short-term rental density cap requirements from 2% city-wide, to 475 total. This report reflects those new changes for consideration.

Request: The applicant requests conditional use permit approval to use the property as a Type 2 short-term rental, which are those not occupied by a permanent resident. Type 2 short-term rentals are subject to density limitations, including a citywide cap of 475 units, and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

Findings: Staff finds that granting the requested conditional use is unlikely to negatively impact the public interest. Minimal disruptions are expected for neighbors due to applicable business licensing requirements, including a required building safety inspection, and a staff recommended density cap limiting the maximum number of guests to ten. Up to four off-street parking spaces are available per ordinance. Staff recommends parking be prohibited on the gravel driveway unless paved to meet city standards, as two paved driveways are

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

available on the property for vehicle parking. On-street parking is not available on either S. Palmer Avenue or W. Center Street. Within a quarter mile of the property, city business license records indicate seven active Type 2 short-term rental business licenses. No active or past zoning or code violations were found at the subject address.

DISCUSSION:

At the July 24, 2023 Planning Commission meeting, a vote of 8-0-0 denied the conditional use request. Commissioner Madden made the motion and Commissioner Payne seconded. Staff noted the receipt of one public comment opposed to the request. The applicant stated they were available for questions. Four members of the public spoke at the meeting, expressing concerns regarding the density of short-term rentals along S. Palmer Avenue, previous issues with other short-term rentals in the area, parking, proximity to the stadium and potential for tailgating, housing needs for students, and owners who do not live on property to manage issues as they arise. There was discussion regarding what ordinances relating to tailgating, noise, and parking would apply to the property with either approval or denial. Commissioners Madden, Brink, and Winston, who were opposed to the request, cited the density of the short-term rentals in the area once university property is removed from consideration, the "request trying to fit too much in," and poor existing conditions as reasons for denial.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: Appeal Letter for CUP-2023-0073, Exhibit A, CUP-2023-0073 PC Report



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1006

Appeal: CUP-2023-0073: Conditional Use Permit (10 S. PALMER AVE./ BEYKIRCH, 521): Submitted by STEPHEN BEYKIRCH for property located at 10 S. PALMER RD in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.40 acres. The request is to use the dwelling as a short-term rental.

A RESOLUTION TO GRANT THE APPEAL OF COUNCIL MEMBERS SCOTT BERNA, HOLLY HERTZBERG, AND D'ANDRE JONES AND APPROVE CONDITIONAL USE PERMIT CUP 2023-073 FOR A SHORT-TERM RENTAL AT 10 SOUTH PALMER AVENUE

WHEREAS, on July 24, 2023, the Planning Commission denied the application for Conditional Use Permit CUP 2023-073 to allow a Short-Term Rental at 10 South Palmer Avenue; and

WHEREAS, Council Members Scott Berna, Holly Hertzberg, and D'Andre Jones have properly appealed the decision of the Planning Commission pursuant to §155.05(A)(3) of the Unified Development Code.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby grants the appeal of Council Members Scott Berna, Holly Hertzberg, and D'Andre Jones, finds that the proposed short term rental is compatible with adjacent properties and other property in the zoning district, and approves Conditional Use Permit CUP 2023-073 for a Short-Term Rental at 10 South Palmer Avenue.

Section 2: Approval of the conditional use permit is subject to the following conditions:

1. A business license must be obtained within one year of conditional use permit approval.
2. The number of occupants is limited to a maximum of ten people when the property is operated as a short-term rental.
3. Special events including, but not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars are prohibited from occurring in the short term rental.
4. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.
5. All trash receptacles shall be screened from view of the right-of-way.
6. All outdoor lighting shall meet requirements as outlined in UDC Chapter 176, Outdoor Lighting.
7. Any signage shall meet the requirements as outlined in UDC Chapter 174, Signs.
8. The owner of the short term rental shall designate and register a representative who qualifies under the requirements of § 120.02 of the City Code in the Landlord's Representative Registry.

9. Outdoor parking shall be limited to four vehicles per UDC § 163.18(A)(4) and no parking will be allowed on the gravel driveway unless paved to meet city standards.

CityClerk

From: Bailey Beykirch <bcbeykirch@gmail.com>
Sent: Friday, July 28, 2023 1:38 PM
To: CityClerk
Subject: Fwd: City of Fayetteville Council Members - I Need Your Support - Please Watch This Short Video
Attachments: 10 S Palmer Addtl Details.pdf; 10 S Palmer STR Application For Review.pdf

Categories: Forwarded, FYI

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,

Please see the below email in which I sent to all city council members this morning. I just talked with Scott Berna on the phone and he wanted to make sure this case didn't fall through the cracks without an official appeal.

That said, please allow the below forwarded message serve as my official appeal request to be submitted.

Thank you,
Bailey Beykirch
620-704-5455

----- Forwarded message -----

From: Bailey Beykirch <bcbeykirch@gmail.com>
Date: Fri, Jul 28, 2023 at 11:10
Subject: City of Fayetteville Council Members - I Need Your Support - Please Watch This Short Video
To: <sarah.moore@fayetteville-ar.gov>, <dandre.jones@fayetteville-ar.gov>, <mike.wiederkehr@fayetteville-ar.gov>, <scott.berna@fayetteville-ar.gov>, <sarah.bunch@fayetteville-ar.gov>, <teresa.turk@fayetteville-ar.gov>, <holly.hertzberg@fayetteville-ar.gov>
CC: Steve Beykirch <steveb@eaglebeverageco.com>, <bradlbeykirch99@gmail.com>, <ben.israel@southerntraditionrealestate.com> <ben.israel@southerntraditionrealestate.com>

Hello City Council Members,

This is a follow up email in which you should have received from Ben Israel. Ben was able to help us close on the subject property in 2018 and has been a great mentor to us ever since. I believe he is a trusted and well respected real estate professional in the Northwest Arkansas area and specifically Fayetteville.

Thank you for your time spent reading this email and watching the short video linked below. Your support could help me reach a personal dream of mine and I need your support to appeal a decision made by the Planning Commission during the evening of Monday, July 24th, 2023. **Subject: CUSP-2023-0073 was denied.**

Instead of writing a long and detailed summary of what happened Monday evening, I have chosen to summarize the circumstances in a short video. I represent my father, brother and I in this endeavor.

Video Linked: [HERE](#)

Reasons for neighbor concerns (response in blue):

The STR would bring in additional traffic to the area, raising concerns for safety

- With a premium price tag of \$700+ per night, we will have less than full occupancy. Conversely, the neighborhood traffic from long-term renting to college students is significantly higher than a short term rental.

STRs are notorious for loud parties and gatherings:

- This property will be rented by higher income adults due to the nightly price. Additionally, noise monitors will be installed that will notify our property manager immediately should they exceed above normal limits. We will also have contractual fines for those that violate our noise standards that they will be held accountable to those standards.

There are already several STRs in nearby areas

- There are currently 7 legally operated STRs within a 1/4 mile of the subject property at 10 S Palmer. Last month (June 26th, 2023) two STR permits were approved with the same density features (CUSP-2023-0060 & CUSP-2023-0056). Our subject property shares the same density. Our property is steps away from University property, which is why we believe the density needs to be higher near the university (than other areas in Fayetteville) to service the incredible growth in student population and lack of hotel space.

The occupancy is too high for the property, 12 should not be allowed

- I understand the concern for the occupancy at 12. The subject property is a 5 bedroom property and the occupancy was set to align with city code "Finding: The request is to operate a Short-Term Rental, Use Unit 46, in RSF-4 zoning, which requires a conditional use permit. (2) Occupancy. Maximum of two (2) people per bedroom, plus two (2), for the entire unit when operated as a short-term rental" Thus my reason for 12 persons.

There is no public parking nearby

- The subject property currently has (2) driveways, no garage. We can park 4 cars on property.
- Parking: A maximum of (4) vehicles was recommended by the committee, which can comfortably fit in the two driveways. However, we will have the 3rd driveway (currently gravel) paved to address concerns of parking if necessary and have up to 6 cars.

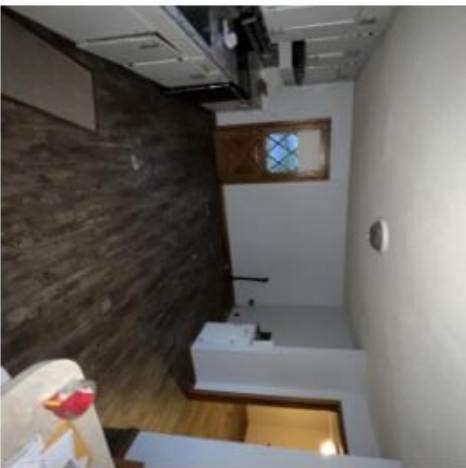
I believe moving away from renting this property to college students will have a positive impact on the neighborhood. The loud trucks, frequent parties, and overflowing trash associated with student rentals will not occur with this short term rental. We aim to have a short term rental that attracts high quality clients with clear quality standards to ensure we operate in a professional manner. As mentioned in the video, should this have your support, I will be hosting an open house for all nearby neighbors in which I can answer questions they may have, reiterate my responsibility as a property manager, and ensure they feel positive about this STR.

Thank you for your help,

Bailey Beykirch
"Dedicated to helping others"

--

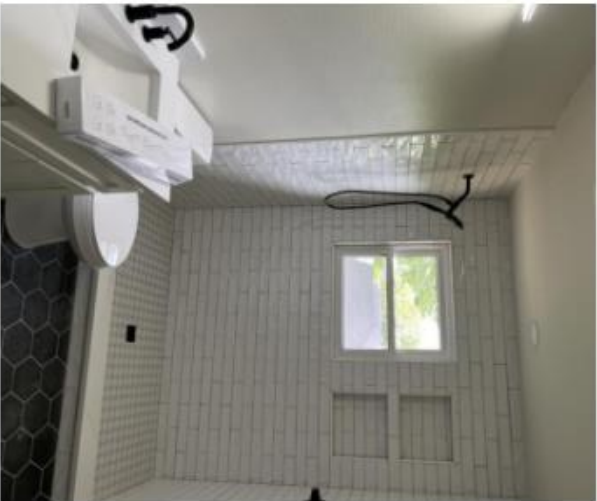
Bailey Beykirch
"Dedicated to helping others"



Before of Kitchen and Bathroom



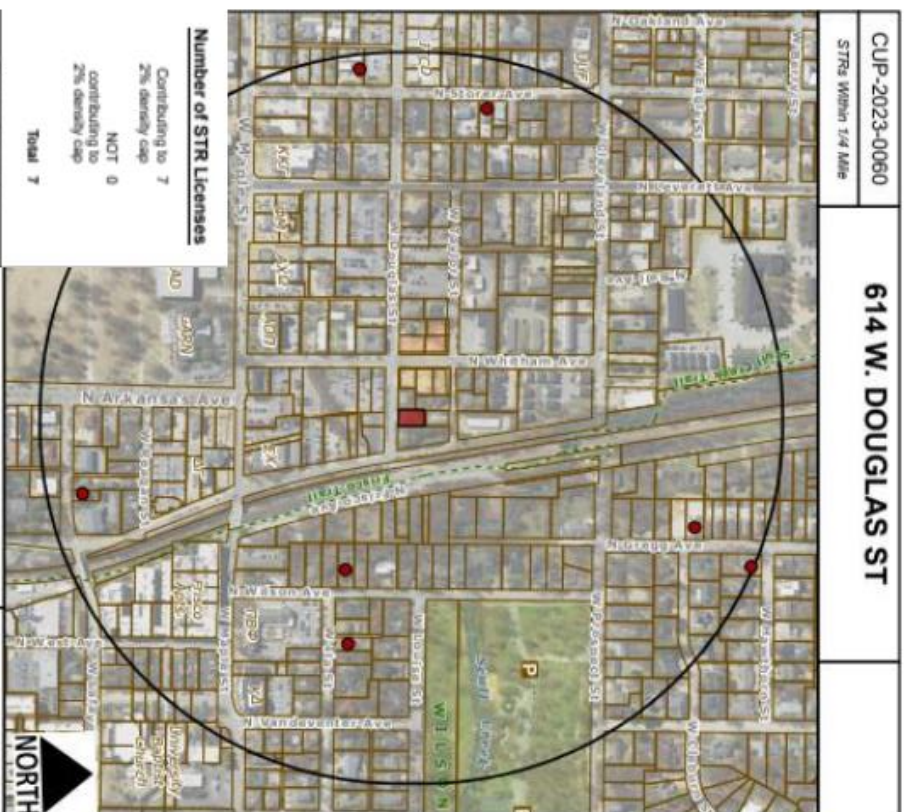
After of Kitchen and Bathroom



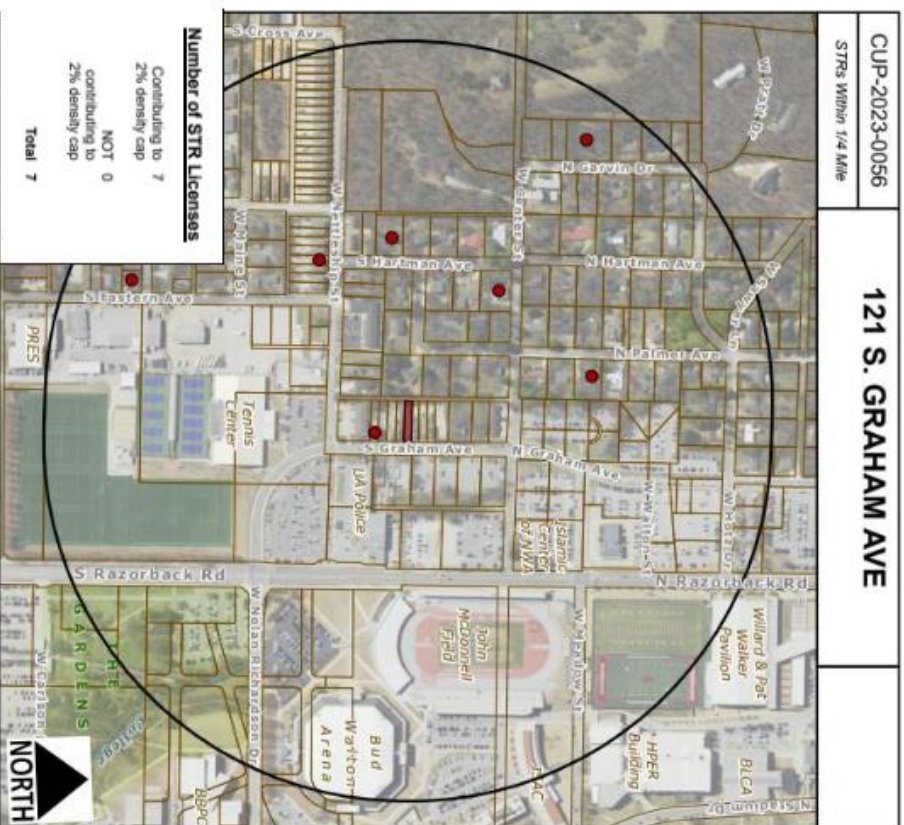
Bailey Beykirch 26 (left) and
Bradley Beykirch 23
Bailey & Bradley both Fayetteville
residents

Addressing concerns of density:

CUSP-2023-0060 was **approved** June 26, 2023
 Number of STR Licenses within ¼ mile: 7



CUSP-2023-0056 was **approved** June 26, 2023
 Number of STR Licenses within ¼ mile: 7



Wonsower, Donna

From: Masters, Jessica
Sent: Thursday, August 3, 2023 2:33 PM
To: Pennington, Blake; CityClerk
Cc: Williams, Kit; Curth, Jonathan; Bailey Beykirch; Hungate, Hannah; Wonsower, Donna; Hopkins, Mirinda
Subject: RE: Appeal of CUP-2023-0073

Good afternoon,

Staff will prepare a report for the September 5 City Council meeting. Please note that public notification of this appeal will be required; the Planning Division will reach out to you separately with that requirement.

Thank you,

Jessie

Jessie Masters, AICP
Development Review Manager
City of Fayetteville, Arkansas
(479) 575-8239
www.fayetteville-ar.gov
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: Pennington, Blake <bpennington@fayetteville-ar.gov>
Sent: Thursday, August 3, 2023 2:30 PM
To: CityClerk <cityclerk@fayetteville-ar.gov>
Cc: Williams, Kit <kwilliams@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Bailey Beykirch <bcbeykirch@gmail.com>; Hungate, Hannah <hhungate@fayetteville-ar.gov>
Subject: RE: Appeal of CUP-2023-0073

Jonathan,

This meets the form, time, and place requirements of Section 155.02. I will defer to staff on the meeting date the appeal will be heard.

Thanks,

Blake E. Pennington
Senior Assistant City Attorney
City of Fayetteville, Arkansas
bpennington@fayetteville-ar.gov
Direct: 479.575.8312
www.fayetteville-ar.gov



From: CityClerk <cityclerk@fayetteville-ar.gov>

Sent: Thursday, August 3, 2023 2:25 PM

To: Pennington, Blake <bpennington@fayetteville-ar.gov>

Cc: Williams, Kit <kwilliams@fayetteville-ar.gov>; Curth, Jonathan <jcurth@fayetteville-ar.gov>; Masters, Jessica <jmasters@fayetteville-ar.gov>; Bailey Beykirch <bcbeykirch@gmail.com>

Subject: Appeal of CUP-2023-0073

Blake,

Please provide verification that this appeal meets all requirements to move forward to be heard by the City Council.

Thank you,

Jonathan Ramirez

Communication Specialist

Office of the City Clerk-Treasurer

City of Fayetteville, Arkansas

479-575-8323

fayetteville-ar.gov

jramirez@fayetteville-ar.gov



From: [Bailey Beykirch](#)
To: [CityClerk](#)
Subject: Fwd: City Council Support Needed - CUP Denied During Planning Commission's Meeting Last Night
Date: Thursday, August 3, 2023 2:15:34 PM

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.

Thank you! I believe this is the three we need.

----- Forwarded message -----

From: D'Andre Jones <dre91732000@gmail.com>
Date: Thu, Aug 3, 2023 at 14:02
Subject: Fwd: City Council Support Needed - CUP Denied During Planning Commission's Meeting Last Night
To: Kit Williams <kwilliams@fayetteville-ar.gov>, Kara Paxton <kapaxton@fayetteville-ar.gov>, Blake Pennington <bpennington@fayetteville-ar.gov>
CC: Bailey Beykirch <bcbeykirch@gmail.com>

Hey Kit I would like to cosponsor the appeal 2023-0073
Sent from my iPhone

Begin forwarded message:

From: Bailey Beykirch <bcbeykirch@gmail.com>
Date: August 3, 2023 at 12:08:19 PM CDT
To: D'Andre Jones <dre91732000@gmail.com>
Subject: Re: City Council Support Needed - CUP Denied During Planning Commission's Meeting Last Night

That would be great! Feel free to send me a text or a phone call whenever you have time.

620-704-5455

Thank you!

On Thu, Aug 3, 2023 at 12:06 PM D'Andre Jones <dre91732000@gmail.com> wrote:

Hey can we connect later today

Sent from my iPhone

On Aug 3, 2023, at 11:24 AM, Bailey Beykirch
<bcbeykirch@gmail.com> wrote:

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 D'Andre,

Following up with you one more time as we are in need of 1 more supporting city council member for our appeal on the CUSP 2023-0073 was denied on July 24th, 2023.

You were the **first** city council member I had reached out to directly for two reasons.

1. The subject property resides within your Ward - to have your support on this matter would be greatly appreciated as you are most familiar with Ward 1.
2. My wife's business is also in Ward 1. She has a warehouse space on Sunchase CT (Ward 1) and that was the **biggest** reason we moved from Florida to Arkansas as her business began to grow. We knew we could grow quickly having a warehouse near the college campus and thankfully, it has worked out! She proudly employs over a dozen part-time students and has been doing so for over a year!

I tried reaching you by cell phone, however, it has went straight to voicemail not being set up.

Would appreciate a conversation with you! 620-704-5455

Thank you,
Bailey Beykirch

On Tue, Jul 25, 2023 at 11:30 AM Bailey Beykirch
<bcbeykirch@gmail.com> wrote:

Good Afternoon D'Andre,

I took some time to read through your involvement in the Fayetteville community and you have an accomplished background. It is inspiring for a young man like myself to read a biography in which you have and hope to plan to accomplish a

fraction of the accolades in which you hold. I had to give you a follow on LinkedIn! Congratulations on standing up for what you believe in and making a true difference in the community in which you reside.

I was directed to reach out to members of the City Council as the first step to appeal the commission's decision in denying a CUP approval for a STR. **Before I get into the details via email, I would like the opportunity to speak with you for a brief 5 minutes today I am happy to give you a call and share my background as well as where I would like to seek your advice and guidance.**

Thank you,
Bailey
620-704-5455

--

Bailey Beykirch
"Dedicated to helping others"

--

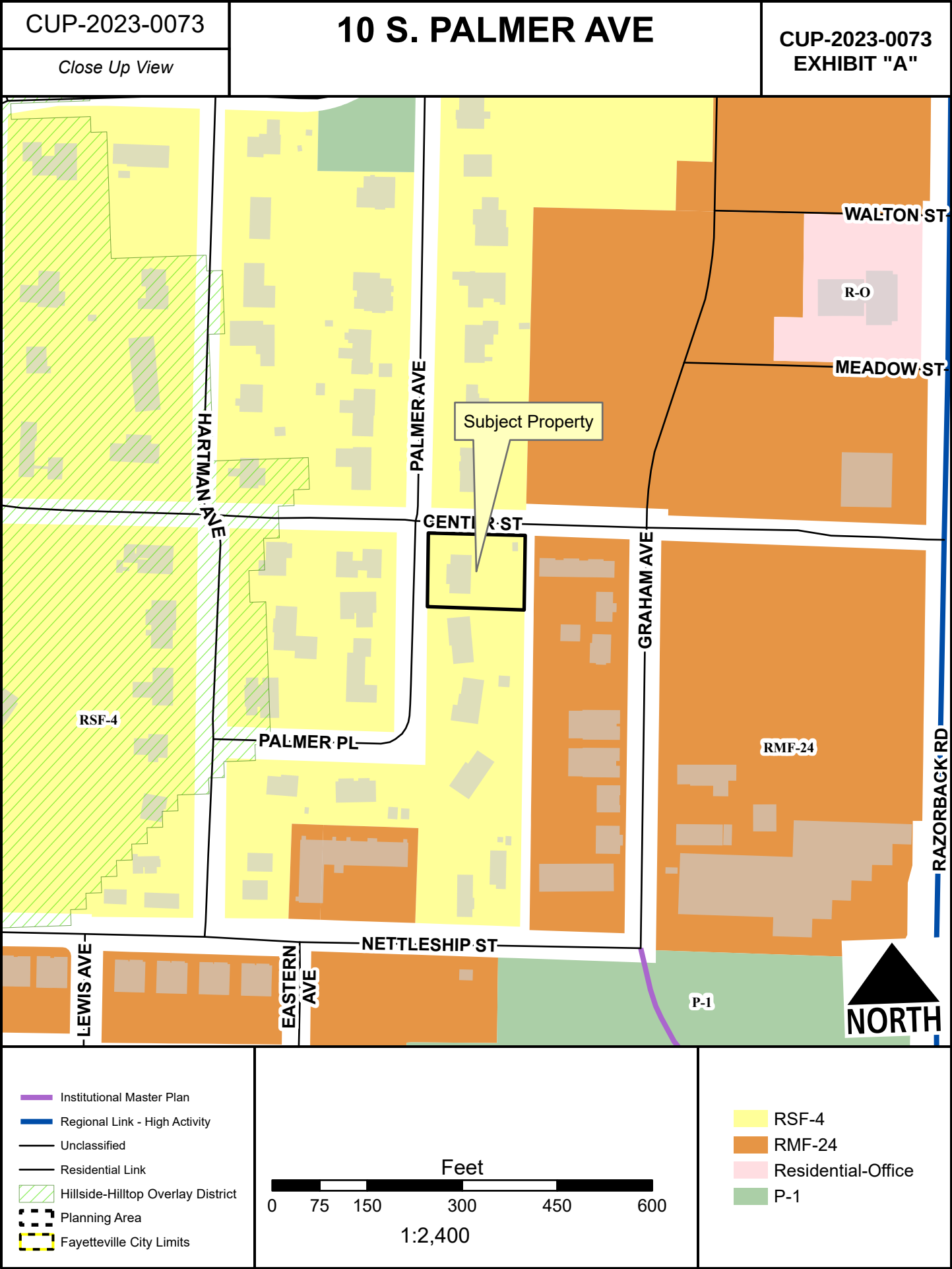
Bailey Beykirch
"Dedicated to helping others"

--

Bailey Beykirch
"Dedicated to helping others"

--

Bailey Beykirch
"Dedicated to helping others"





TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: July 24, 2023 (UPDATED WITH MEETING RESULTS)

SUBJECT: **CUP-2023-0073: Conditional Use Permit (10 S. PALMER AVE./ BEYKIRCH, 521):** Submitted by STEPHEN BEYKIRCH for property located at 10 S. PALMER RD. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.40 acres. The request is to use the dwelling as short-term rental.

RECOMMENDATION:

Staff recommends approval of **CUP-2023-0073**, with conditions as outlined by staff.

RECOMMENDED MOTION:

*"I move to approve **CUP-2023-0073** with conditions, determining:*

- In favor of compatibility with adjacent properties;*
- In favor of all other conditions as recommended by staff."*

BACKGROUND:

The subject property is located in central Fayetteville approximately 700 feet west of John McDonnell Field. The property is zoned RSF-4 and totals approximately 0.4 acres. No zoning overlays apply to the property. It is currently developed with a 3000 square foot single family structure built in 1966 per the Washington County Assessor. A building permit for a kitchen, bathroom, and basement game room remodel was granted on November 2022 but is not yet complete. On April 20, 2021, City Council adopted an ordinance to regulate short-term rentals operating within its limits. On December 20, 2022, City Council amended the ordinance to enact new requirements for short-term rentals, and on July 6, 2023, City Council amended the Type 2 short-term rental density cap requirements from 2% city-wide, to 475 total. This report reflects those new changes for consideration. Surrounding land use and zoning are depicted in *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre
South	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre
East	Multi-family Residential	RMF-24, Residential Multi-family, 24 Units per Acre
West	Single-family Residential	RSF-4, Residential Single-family, 4 Units per Acre

City Plan 2040 Future Land Use Designation: **Residential Neighborhood.**

Proposal: The applicant requests conditional use permit approval to use the property as a Type 2 short-term rental, which are those not occupied by a permanent resident. Type 2 short-term rentals are subject to density limitations, including a citywide cap of 475 units, and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

Public Comment: Staff has not received any public comment regarding this request.

RECOMMENDATION: Staff recommends approval of **CUP-2023-0073**, with the following conditions;

Conditions of Approval:

1. **Planning Commission determination of compatibility.** *Staff finds the proposed short-term rental to be compatible with the neighborhood based on the findings in this report;*
2. Approval of the conditional use permit does not ensure approval of a business license application. The applicant must still be able to comply with all other applicable requirements in the development code.
3. Per §166.20, Expiration of Approved Plans and Permits, a business license must be obtained within 1 year of conditional use permit approval.
4. Occupancy shall be limited to ten guests.
5. Special events including, but not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars are prohibited from occurring in the short-term rental.
6. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.
7. All trash receptacles shall be screened from view of the right-of-way.
8. All outdoor lighting shall meet requirements as outlined in §176, Outdoor Lighting.
9. Any signage shall meet the requirements as outlined in §174, Signage.
10. Per 120.02(A), the owners of only short-term rentals shall be required to designate and register their Landlord's Representative into the Landlord's Representative Registry.
11. Outdoor parking be limited to four vehicles per UDC §163.18(A)(4), and no parking be allowed on the gravel driveway unless paved to meet city standards.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>July 24, 2023</u>	☐ Tabled	☐ Approved	☒ Denied		
Motion:	MADDEN				
Second:	PAYNE				
Vote:	8-0-0				

FINDINGS OF THE STAFF

§163.02. AUTHORITY; CONDITIONS; PROCEDURES.

B. Authority; Conditions. The Planning Commission shall:

1. Hear and decide only such special exemptions as it is specifically authorized to pass on by the terms of this chapter.
2. Decide such questions as are involved in determining whether a conditional use should be granted; and,
3. Grant a conditional use with such conditions and safeguards as are appropriate under this chapter; or
4. Deny a conditional use when not in harmony with the purpose and intent of this chapter.

C. A conditional use shall not be granted by the Planning Commission unless and until:

1. A written application for a conditional use is submitted indicating the section of this chapter under which the conditional use is sought and stating the grounds on which it is requested.

Finding: The applicant has submitted a written application requesting a conditional use permit for a Type 2 short-term rental in the RSF-4 zoning district.

2. The applicant shall pay a filing fee as required under Chapter 159 to cover the cost of expenses incurred in connection with processing such application.

Finding: The applicant has paid the required filing fee.

3. The Planning Commission shall make the following written findings before a conditional use shall be issued:

(a.) That it is empowered under the section of this chapter described in the application to grant the conditional use; and

Finding: The Planning Commission is empowered under Unified Development Code §118.01(E)(2) to grant the requested conditional use permit.

(b.) That the granting of the conditional use will not adversely affect the public interest.

Finding: Staff finds that granting the requested conditional use is unlikely to negatively affect the public interest, given the applicable business license requirements including a required building safety inspection, and applicable density caps on Type 2 short-term rentals.

(c.) The Planning Commission shall certify:

(1.) Compliance with the specific rules governing individual conditional uses; and

Finding: There are specific rules governing Short-Term Rentals, as follows:

§163.18 - SHORT-TERM RENTALS

A. General Standards.

(1) *Residential Zoning Districts.* Residential Zoning Districts. Type 2 short-term rentals may be permitted as a conditional use in the following residential zoning districts: R-A, RSF-.5, RSF-1, RSF-2, RSF-4, RSF-7, RSF-8, RSF-18, RI-12, RI-U, RMF-6, RMF-12, RMF-18, RMF-24, RMF-40, NC. Short term rentals may be permitted by right or by conditional use in planned zoning districts subject to the zoning regulations enacted by the City Council for each district. Short-term rentals in non-residential zoning districts, mixed use zoning districts, or other zoning districts not listed above are not required to apply for a conditional use permit.

Finding: The request is to operate a Short-Term Rental, Use Unit 46, in RSF-4 zoning, which requires a conditional use permit.

(2) *Occupancy.* Maximum of two (2) people per bedroom, plus two (2), for the entire unit when operated as a short-term rental.

Finding: Occupancy is limited as described in UDC §163.18(A)(3). Occupancy limitations are confirmed by the applicant during licensing. The dwelling has five bedrooms, which limits occupancy to twelve guests per the code. As no on-street parking is available on the adjacent streets and on-site parking is limited to a maximum of four outdoor vehicles, staff recommends that occupancy be limited to ten (10) guests.

(3) *Parking.* Parking is limited to the maximum number of vehicles as allowed by the underlying zoning district for the residential building on the property.

Finding: Staff recommends parking is limited as described in UDC §163.18(A)(4). Parking for single-family dwellings is required to be provided at a rate of two spaces per unit, and up to four vehicles are permitted to be parked outdoors on the property. Based on the applicant's submittal, there are six spaces

available on site split between two concrete driveways on W. Center Street and one gravel driveway on S. Palmer Ave. No garage parking is indicated. Staff recommends a condition that outdoor parking be limited to four vehicles per UDC §163.18(A)(4), and that no parking be allowed on the gravel driveway unless paved to meet city standards.

(4) Special events are not permitted in a short-term rental. Example of special events include, but are not limited to, weddings, receptions, anniversaries, private parties, fundraisers and business seminars.

Finding: The application letter suggests the property will comply with the City's regulations for a short-term rental. As a condition of approval, staff recommends a prohibition on special events.

(5) Short-term rental units are allowed in any structure established as a permanent residential dwelling including an accessory dwelling unit. No recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

Finding: The application is for use of the property at 10 S Palmer Ave. Staff recommends a condition confirming that no recreational vehicle, trailer, other vehicle or structure not classified as a permanent residential dwelling may be used as a short-term rental.

(6) Exceptions. Exceptions to the short-term rental standards, except proposals that would exceed the city-wide density maximum, may be granted by the Planning Commission as a conditional use permit.

Finding: Type 2 short-term rentals are subject to a citywide density cap at 475 business licenses. As of July 17, 2023, the City had issued 388 Type 2 short-term rental licenses. Granting a CUP for this location would entitle the applicant to apply for a business license, but does not guarantee its approval.

(7) Short-term rentals must comply with all applicable codes under City Code §118.01 and successfully obtain a business license prior to operation.

Finding: This short-term rental would be subject to all codes in Business Regulations §118.01 that apply to Type 2 short-term rentals in residential zoning districts. Applicable business licensing requirements will be reviewed by staff and confirmed by the applicant at the time of licensing.

(8) Short-term rentals in residential zoning districts may be subject to denial or additional conditions based upon the Planning Commission's findings on the following factors:

- 1) Adequate parking infrastructure;
- 2) Adequate adjoining or nearby streets for on-street parking;
- 3) Frequency or concentration of nearby licensed Type 2 short-term rentals; and
- 4} Prior zoning or code violations.

Finding: Up to four outdoor parking spaces are allowed per city ordinances, and the parcel has two concrete driveways on W. Center Street and one gravel driveway on S. Palmer Ave. No garage parking is indicated. Neither S. Palmer

Ave nor W. Center St appear to have enough width for on-street parking at this location. Given this, staff recommends a condition limiting occupancy to ten (10) guests. City records indicate that seven (7) other units within a quarter-mile radius of the subject property has an active Type 2 short-term rental business license. No zoning or code violations were found for this address.

§163.02, AUTHORITY; CONDITIONS; PROCEDURES. (continued)

(2.) That satisfactory provisions and arrangements have been made concerning the following, where applicable:

(a.) Ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe;

Finding: The property has two existing concrete driveways onto W. Center St and one existing gravel driveway onto S. Palmer Ave. Staff finds that the proposal to use the property as a short-term rental will not adversely affect traffic flows with a recommended condition limiting guests to a maximum of ten, which would not be out of character with the use of the property for residential purposes.

(b.) Off-street parking and loading areas where required, with particular attention to ingress and egress, economic, noise, glare, or odor effects of the special exception on adjoining properties and properties generally in the district;

Finding: No garage parking is available. Up to four outdoor spaces could be utilized as allowed by the underlying zoning district. The property contains two driveways onto W. Center Street and one gravel driveway onto S. Palmer Ave. Staff recommends a condition be added that no parking be allowed on the gravel driveway unless paved to meet city standards.

(c.) Refuse and service areas, with particular reference to ingress and egress, and off-street parking and loading,

Finding: The applicant proposes typical residential trash cart service rather than dumpster service. Staff recommends storage of the containers should be screened from public view when not at the curb for residential pick-up.

(d.) Utilities, with reference to locations, availability, and compatibility;

Finding: Utilities are currently available to the site, and the use as a short-term rental is not anticipated to impact the provision of utilities.

- (e.) Screening and buffering with reference to type, dimensions, and character;

Finding: Staff recommends that residential carts be screened so that they are not visible from the public right-of-way.

- (f.) Signs, if any, and proposed exterior lighting with reference to glare, traffic safety, economic effect, and compatibility and harmony with properties in the district;

Finding: Any proposed signage will be subject to Unified Development Code section 174 – Signs, and all the regulations therein.

- (g.) Required yards and other open space; and

Finding: Based on the applicant's submittal, the structure is meeting relevant setbacks.

- (h.) General compatibility with adjacent properties and other property in the district.

Finding: Staff finds the use to be compatible with the surrounding properties. The surrounding areas are developed with a mix of residential densities and housing types, and several short-term rentals have been permitted nearby. The University of Arkansas is in close proximity, creating a tourism driver and incentive for short-term rentals in the area.

- (i.) General compatibility with the goals and intent of the city's adopted land-use, transportation, and other strategic plans.

Finding: Staff finds the proposed use to be somewhat incompatible with the City's adopted land use, transportation, and other strategic plans since short-term rentals do not clearly support any of the goals identified in those plans. However, there are safeguards in place that limit how short-term rentals operate to ensure that the City can still meet those goals, including a citywide cap of 475 units and restrictions on the number of units that may be used as a short-term rental in multi-family dwelling complexes.

BUDGET/STAFF IMPACT:

None

Attachments:

- Business Regulations
 - §118.01 Applicability
- Unified Development Code
 - §163.18 Type 2 Short-Term Rentals in Residential Zoning Districts
 - Excerpt of Ordinance 6672
 - §161.07 District RSF-4, Residential Single-Family – Four (4) Units Per Acre
- Applicant Request Letter
- Building Floor Plans
- Trash Can Exhibit
- Parking Exhibit
- One Mile Map
- Close-Up Map
- Current Land Use Map

118.01 Applicability

- (E) *Short-Term Rentals.* A residential dwelling unit, portion of a dwelling unit, or bedroom within a residential dwelling unit, leased and/or rented to a guest(s), for a period of less than thirty consecutive (30) days.
- (1) *Short-Term Rental, Type 1.* A short-term rental where the principal use of the property remains as a full-time residence. The occupants or owner rent their primary residence as a short-term rental. A copy of the Homestead Tax Credit or long-term lease agreement for the subject property is required to be classified as a Type 1 rental. The occupant or owner must occupy the residence for nine (9) months of the year. Accessory dwelling units (ADUs) as defined in Unified Development Code Chapter 151 shall be considered a Type 1 short-term rental.
 - (2) *Short-Term Rental, Type 2.* A short-term rental that is not occupied by a permanent resident. The owner lists this property full-time as a short-term rental and has no intention of having permanent residents living in the property. A conditional use permit is required for a Type 2 short-term rental in a residential zoning district prior to the city issuing a business license.
 - (3) *License Required.* No dwelling unit in the city shall be used as a short-term rental unless:
 - (a) The owner of the dwelling unit or operator of the short-term rental possess a valid and current business license for the dwelling unit, and fully complies with all legal requirements and duties imposed herein with respect to each and every short-term rental; and
 - (b) The owner has designated an agent, where said agent fully complies with all legal requirements and duties imposed herein with respect to every short-term rental. The owner may serve as their own agent.
 - (c) The owner of the dwelling unit or operator of the short-term rental provides proof of a valid and current homeowners insurance rider policy which fully covers each unit when operated as short-term rental unit.
 - (4) A separate business license shall be required for each dwelling unit used as a short-term rental.
 - (5) Any change in ownership requires a new or amended business license.
 - (6) If any required contact information changes for the associated business license, the person to whom the license was issued shall immediately notify the Development Services Department in writing.
 - (7) *License Application.* The application for a business license shall include at minimum, the following information from applicants:
 - (a) The property owner's information including legal name, mailing address, immediate contact phone number, and immediate contact E-mail address.
 - (b) Information for the dwelling unit subject to the application, inclusive of the physical street address assigned by the city.
 - (c) The type and total number of dwelling units located on the lot of record containing the dwelling unit subject to the application.
 - (d) If the owner is not their own agent, the owner designated agent's information including legal name, mailing address, immediate contact phone number and immediate contact E-mail address.
 - (e) Documentation of approval of a life safety and egress inspection by the City Building Safety Division for the dwelling unit subject to the application.
 - (f) Proof of application for remittance of hotel, motel and restaurant tax to the City of Fayetteville, and verification that all sales, use, and hotel, motel and restaurant taxes are current.
 - (g) Any additional data as deemed necessary or desirable for permit approval by the Development Services Director.
 - (8) *License Renewals.* Business licenses for short-term rentals shall be renewed in accordance with Chapter 118 of the Business Regulations (Business Registry and Licenses).
 - (11) *Legal Duties of License Holders.* An owner possessing a short-term rental license shall comply at all times with the following requirements:
 - (a) *Occupancy.* Short-term rentals shall be subject to, and may not exceed, the occupancy limits approved with the business license.
 - (b) *Advertisements.* A short-term rental shall not be advertised if it violates occupancy, density, safety, and any of the other provisions of the Fayetteville Code. No short-term rental unit shall be advertised prior to having obtained a business license and the business license number shall be included in the advertisement listing.
 - (c) *Information and Posting.* Business licensees shall provide to guests and post conspicuously in the common area of the short-term rental unit the city phone number to report a safety complaint.
 - (10) *Owner or Agent Accessibility.* The property owner shall ensure that they or a designated agent are available at all times during guest occupancy, including nights and weekends, in order to facilitate

compliance with this section. For the purposes of these regulations, 'availability' means that the owner or agent is accessible by telephone, and, able to be physically present at the short-term rental within three (3) hours of being contacted.

- (11) *Guest Records.* The owner shall maintain summary guest registration records, which shall contain the actual dates of occupancy, total number of guests per party per stay, and the rate(s) charged, but shall not contain any personally identifiable information about guests. Such records shall be maintained for three (3) years and shall be provided to the City upon request.
 - (12) *Health and Safety.* The owner shall ensure that each dwelling unit governed by this section complies with the applicable provisions of the Unified Development Code Chapter 173, Building Regulations.
 - (13) *Criminal Activity.* The owner shall timely report any known or reasonably suspected criminal activity by a guest to the Fayetteville Police Department within twelve (12) hours maximum.
 - (14) *Taxes and Fees.* Except for those instances in which a hosting platform bears the responsibility for collecting and remitting taxes and fees applicable to short-term rentals, the property owner shall timely remit in full Fayetteville Hotel, Motel and Restaurant tax and other applicable local, state, and federal taxes and city fees owed in connection with any short-term rental. The failure of a hosting platform to collect and remit taxes and fees shall not relieve an owner of the obligation to pay taxes and fees owed pursuant to this section.
 - (15) *Authorization to Occupy, Use, and Operate.* Authorization to operate a short-term rental may be granted by the Development Services Director through the issuance of a City of Fayetteville Business Registry and License (Business License).
 - (16) *Density For Type 2 Short-Term Rentals.* A city-wide density cap of 2% of all dwelling units in the Fayetteville city limits may be utilized as Type 2 rentals. Total dwelling units are determined from current United States Census Bureau and/or American Community Survey numbers, whichever number is higher. A conditional use permit may not permit:
 - (a) More Type 2 short-term rentals than what is allowed by the city-wide density cap. Type 2 short-term rentals in commercial and mixed-use zoning districts where hotel/motels are permitted by right shall not contribute to the city-wide density cap.
 - (b) More than 10% or a single unit whichever is greater; of total dwelling units as Type 2 rentals within a multi-family dwelling complex.
 - (c) Individual 2-, 3- and 4-family buildings that are owned by the same person or entity and are not a part of a multi-family complex shall have no more than one (1) Type 2 short-term rental unit per building complex.
 - (d) Where attached residential units are held separately through condominium association, horizontal property regime, fee simple, or similar ownership structure, no cap shall be applied to buildings with attached residential dwellings. Structures of attached residential dwellings where applicants seek more than 10% of total units for licensing as Type 2 rentals shall be evaluated by the Building Safety Director and/or Fire Marshal for adequate fire protection as defined by the adopted Arkansas Fire Prevention Code. Where inadequate fire protection is identified, improvements may be required prior to issuance of a business license.
 - (17) *Suspension and Revocation.* If the Development Services Director has reason to believe that any of the grounds specified in §118.03(A) of the Fayetteville Code exist, or that any rental unit was rented for less than one (1) full night, or to more than one (1) part of guests for the same period of time, or otherwise failed to comply with all terms and conditions of this section, the Development Services Director may suspend or revoke the short-term rental's business license pursuant to the procedures detailed in §118.03 and in §118.04 of the Fayetteville Code.
 - (18) Short-term rentals must comply with all applicable codes under Unified Development Code §163.18 and § 164.26 successfully obtain a business license prior to operation.
- (Ord. No. 6427 , §§1(Exh. A), 2, 4-20-21; Ord. No. 6505 , §1(Exh. A), 11-16-21; Ord. No. 6521 , §§1, 2, 1-18-22; Ord. No. 6537 , §1(Exh. A), 2-15-22)



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

Ordinance: 6672

File Number: 2023-838

ORDINANCE AMENDMENT §118.01 (SHORT TERM RENTAL DENSITY CAP):

AN ORDINANCE TO AMEND §118.01 APPLICABILITY OF THE FAYETTEVILLE CITY CODE TO REDUCE THE CITYWIDE DENSITY CAP FOR SHORT TERM RENTALS TO 475, AND TO DECLARE AN EMERGENCY

WHEREAS, the Development Services Department has issued 392 licenses for Type 2 short term rentals, 341 of which contribute to the current 2% citywide cap because they are not located in zoning districts that permit hotel and motel uses by right; and

WHEREAS, the City Council Ordinance Review Committee has recommended that the citywide density cap for Type 2 short term rentals be reduced from 2% of all dwelling units to a set cap of 475 and recommends that all Type 2 short term rentals be counted toward that cap.

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 the introductory paragraph of subsection (E)(16) and subsection (E)(16)(a) in §118.01 **Applicability** of the *Fayetteville City Code* and enacts replacement language as follows:

“(16) Density For Type 2 Short-Term Rentals. A city-wide density cap of 475 dwelling units may be Type 2 rentals. A conditional use permit may not permit:

(a) More Type 2 short-term rentals than what is allowed by the city-wide density cap.”

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby determines that this ordinance should become effective without delay because reducing the number of available short term rental permits in the City of Fayetteville is necessary for the public peace as well as the health and safety of Fayetteville residents. Therefore, the City Council hereby declares an emergency exists such that this ordinance shall become effective immediately upon its passage and approval.

PASSED and APPROVED on July 6, 2023

Approved:

Attest:


Lionel Jordan, Mayor


Kara Paxton, City Clerk Treasurer



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
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(G) *Building Area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4858, 4-18-06; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5224, 3-3-09; Ord. No. 5312, 4-20-10; Ord. No. 5462, 12-6-11; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §8, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6245, §2, 10-15-19; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625, §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

Steve Beykirch
Bey3, LLC
1961 East Overcrest Street
Fayetteville, AR 72703



City of Fayetteville City Hall
125 W. Mountain Street
Fayetteville, AR 72701

APPROVED
06/23/2023

Subject: Letter of Intent to Operate Short-Term Rental Property at 10 South Palmer, Fayetteville, AR
Parcel ID : 765-07427-000

Dear City of Fayetteville,

I hope this letter finds you well. I am writing to request your approval to operate our house, located at 10 South Palmer, Fayetteville, AR, as a Type 2 short-term rental property.

As proud homeowners since 2018 in this beautiful community, we have come to recognize the potential of utilizing our property as a short-term rental. With the growing popularity of Northwest Arkansas and more specifically Fayetteville, we believe that our home can contribute positively to the local economy while offering a unique and enjoyable experience for visitors to Fayetteville.

We have given careful consideration to the regulations and guidelines set forth by the city regarding short-term rentals and are committed to complying with all requirements. We understand the importance of maintaining the quality of life for our neighbors and will ensure that our short-term rental operation adheres to the highest standards.

To address any concerns that may arise, we have taken the following measures:

1. *Guest Screening: We will implement a thorough guest screening process to ensure that only responsible and respectful individuals or groups are permitted to stay at our property.*
2. *Property Management: We will employ a thorough system to facilitate check ins which clearly communicate our property guidelines, locally oversee the day-to-day operations, maintenance, and ensuring compliance with all city regulations.*
3. *Local Contact: We will have local ownership who can promptly address any issues or concerns that may arise during a guest's stay. These individuals (Bailey & Bradley Beykirch) will be available 24/7 to handle emergencies and maintain open lines of communication with our neighbors. We have always had good relationships with our neighbors over the years.*
4. *Noise and Safety: We will establish very clear guidelines for guests regarding noise levels and proper behavior, emphasizing the importance of respecting the peace and tranquility of the neighborhood. We will also ensure that our property meets all safety requirements and will*

implement safety measures such as fire extinguishers, smoke detectors, and emergency contact information as needed by the City of Fayetteville.

5. *Parking: We will provide clear instructions to guests regarding parking regulations and restrictions to prevent any inconvenience to our neighbors. Fortunately, we have space for 5 or more parking spots on site. We will encourage guests to use nearby public parking areas whenever possible.*

By operating our property as a short-term rental, we aim to contribute to the local economy by attracting visitors who will support local businesses, restaurants, and attractions. Additionally, we believe that responsible short-term rental operations can foster a sense of community by connecting guests with the unique culture and charm of Fayetteville.

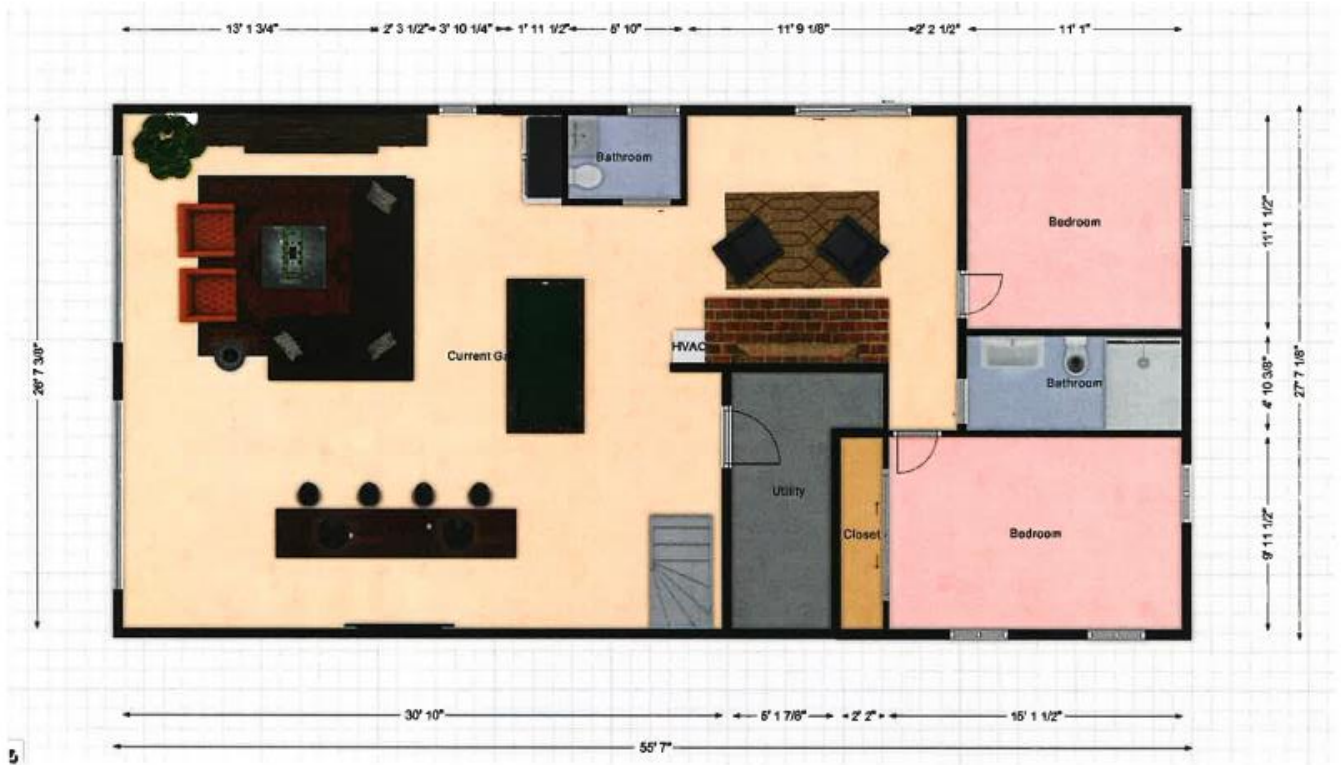
We kindly request that you review our proposal and provide us with the necessary information and application materials to proceed with the formal approval process. We are committed to working closely with the city and its residents to ensure that our short-term rental operation aligns with the vision and values of the community.

Thank you for your time and consideration. We eagerly await your response and look forward to working together to create a positive impact through responsible short-term rental operations in Fayetteville.

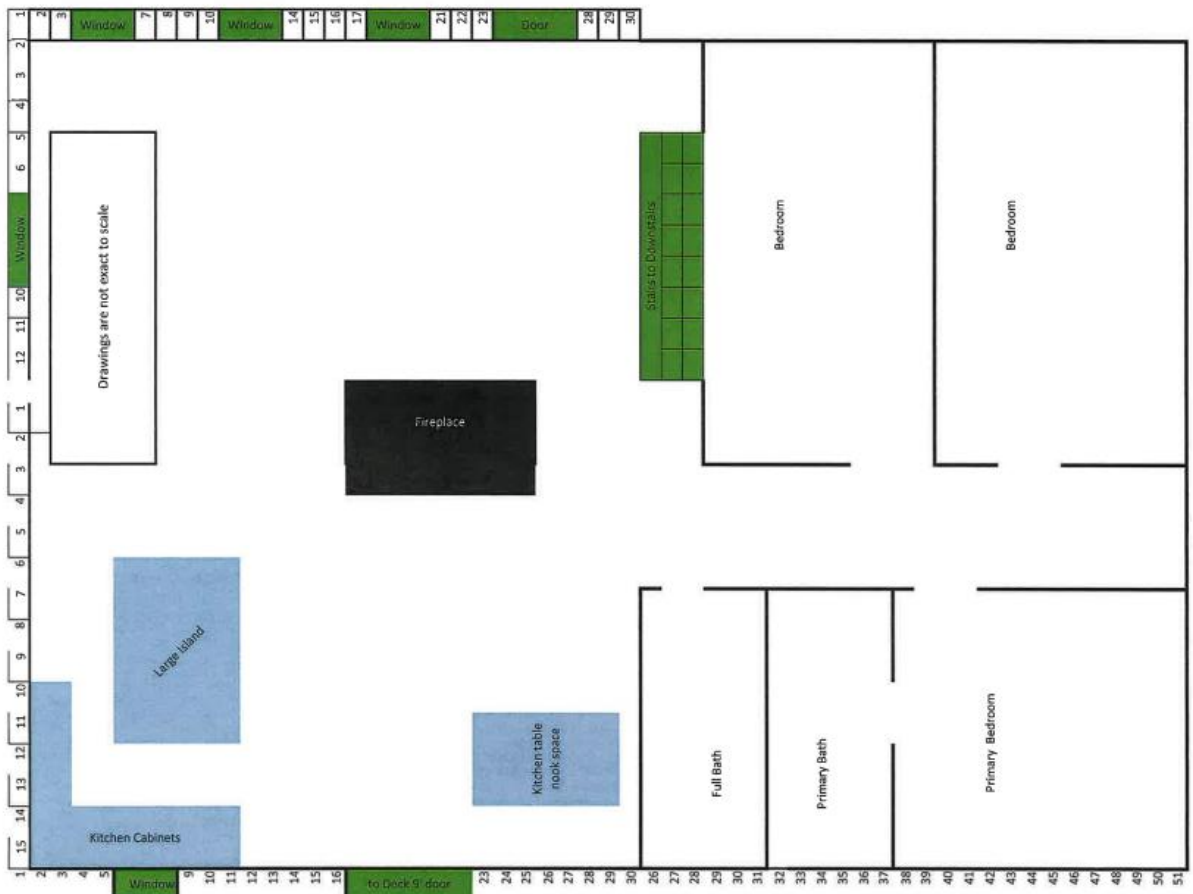
Sincerely,

Bey 3, LLC
Steve Beykirch
Bailey Beykirch
Bradley Beykirch

FIRST FLOOR



SECOND FLOOR





- Trash Cans (2) will be placed to the left of the garage and against the house. We have maintained these trash cans in this space for 3+ years now.



- Designating property lines
- Designating car parking spots on property
- Each parking spot can fit a minimum of (2) cars
- Parking is not of a concern at this property





Wonsower, Donna

From: Planning Shared
Sent: Monday, July 24, 2023 4:38 PM
To: Wonsower, Donna
Subject: FW: Short-term rental proposal at 10 S. Palmer

Importance: High

FYI

Mirinda Hopkins
Development Coordinator
Planning Division
City of Fayetteville
479-575-8267

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



From: TA SMITH <tasmithx@icloud.com>
Sent: Monday, July 24, 2023 3:18 PM
To: Planning Shared <planning@fayetteville-ar.gov>
Subject: Short-term rental proposal at 10 S. Palmer

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,

As the owner of 15 S. Palmer Avenue, I'm writing against the proposal to convert 10 S. Palmer Avenue into a short-term rental (aka "AirBnB") and the revolving door of obnoxious strangers and tailgaters for the following reasons:

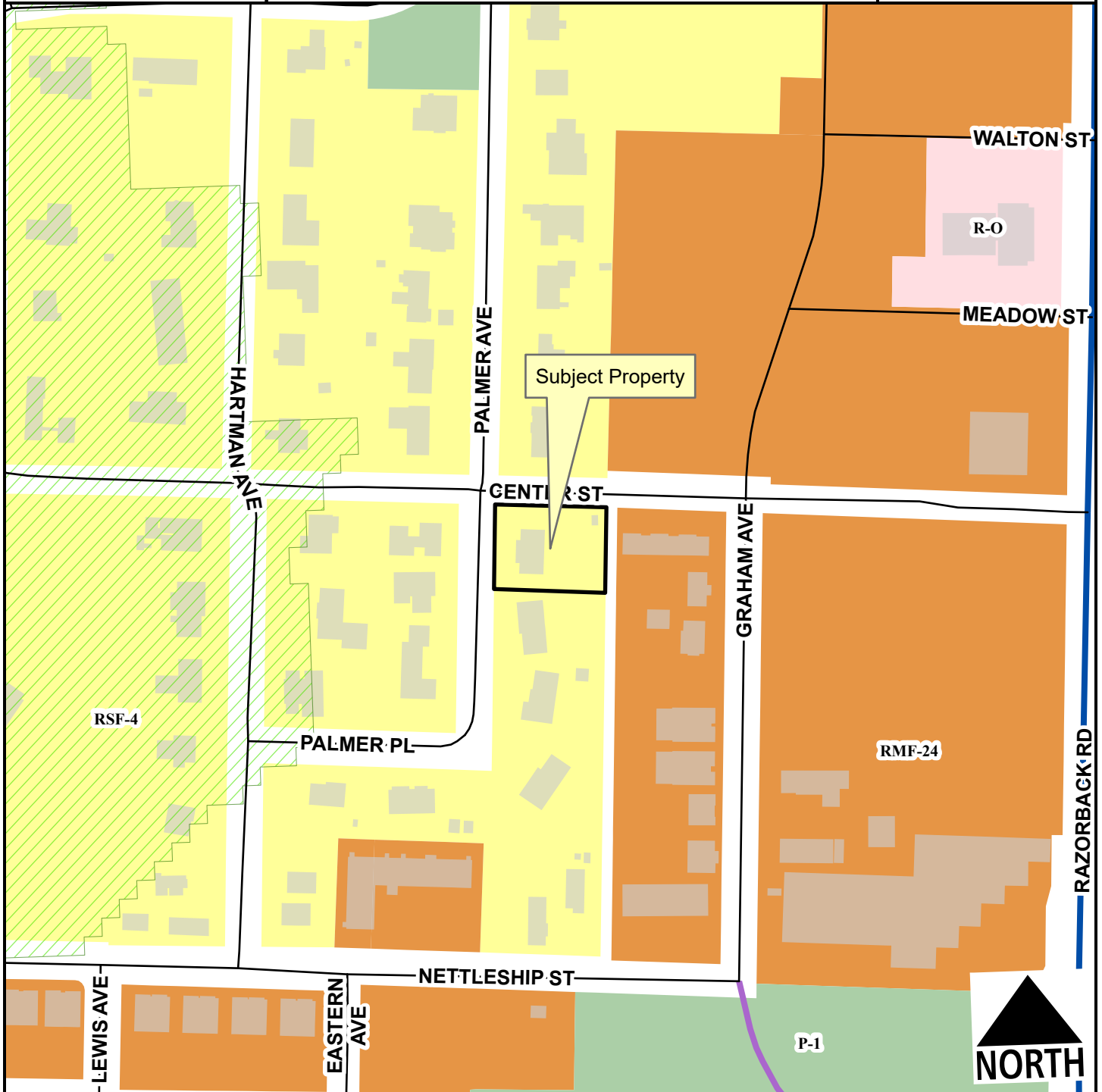
- Because of the relatively large size of the lot and proximity to Reynolds Stadium and Walton Arena—especially during football season—the concern is that it will become a nearly non-stop tailgating location with inadequate parking space.
- Because of the acute need for student and resident housing, homes this close to the campus should remain resident and student-focused—not high-volume rentals to out-of-the-area tailgaters who already have ample, designated areas to tailgate that are policed.
- Blight of AirBNB type short-term rentals negatively impacts the quality-of-life in neighborhoods and triggers precedent, domino effects from other owners.
- The owners of 10 Palmer Avenue state that their AirBNB rental will contribute to the local economy's restaurants and businesses suggesting a high-volume rental location. They also note that the conversion will improve their home value; but how does that impact the surrounding neighbor's home values?

Thank you,
Travis and Rachael Smith

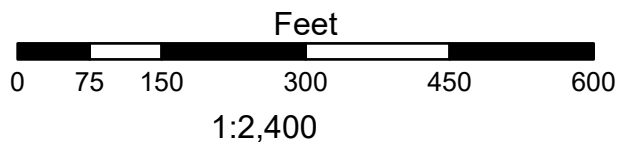
CUP-2023-0073

10 S. PALMER AVE

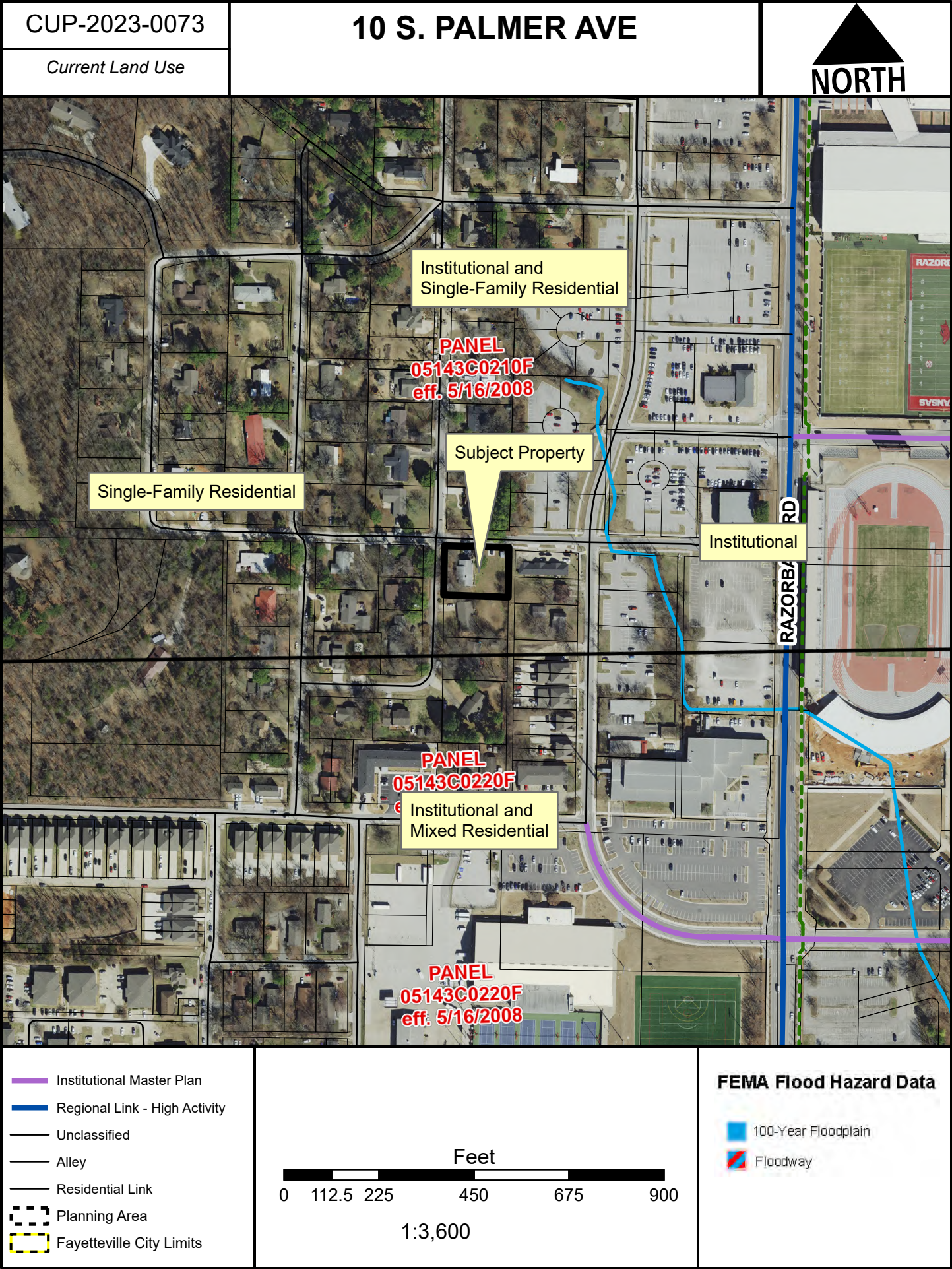
Close Up View



- Institutional Master Plan
- Regional Link - High Activity
- Unclassified
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits



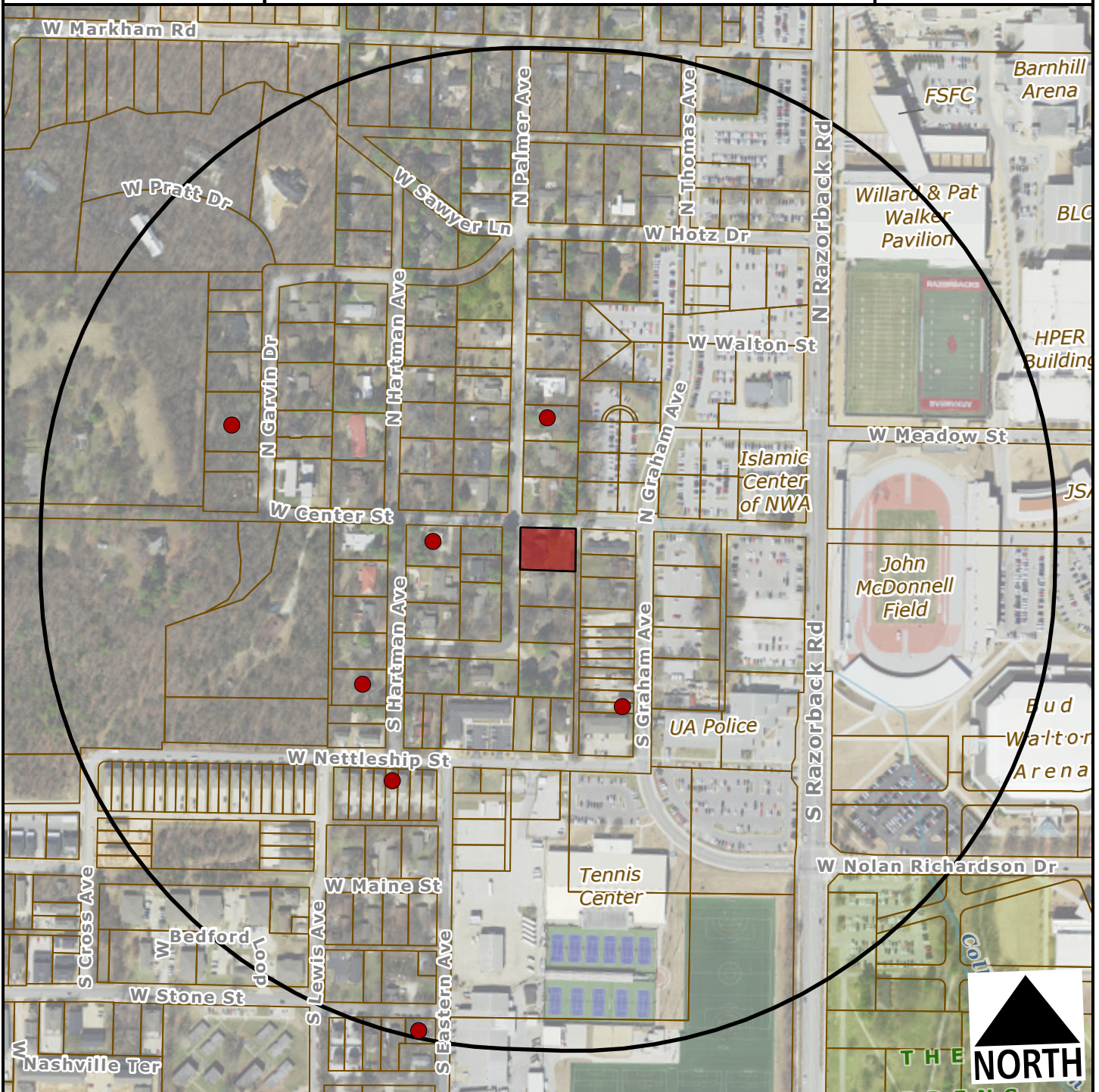
- RSF-4
- RMF-24
- Residential-Office
- P-1



CUP-2023-0073

10 S. PALMER AVE

STRs Within 1/4 Mile



- Subject Property
- Short Term Rental, Type 2



Number of STR Licenses

Contributing to 2% density cap 7

NOT contributing to 2% density cap 0

Total 7

Fayetteville Housing Report (Part 1 of 3)

08.29.2023



CITY OF
FAYETTEVILLE
ARKANSAS

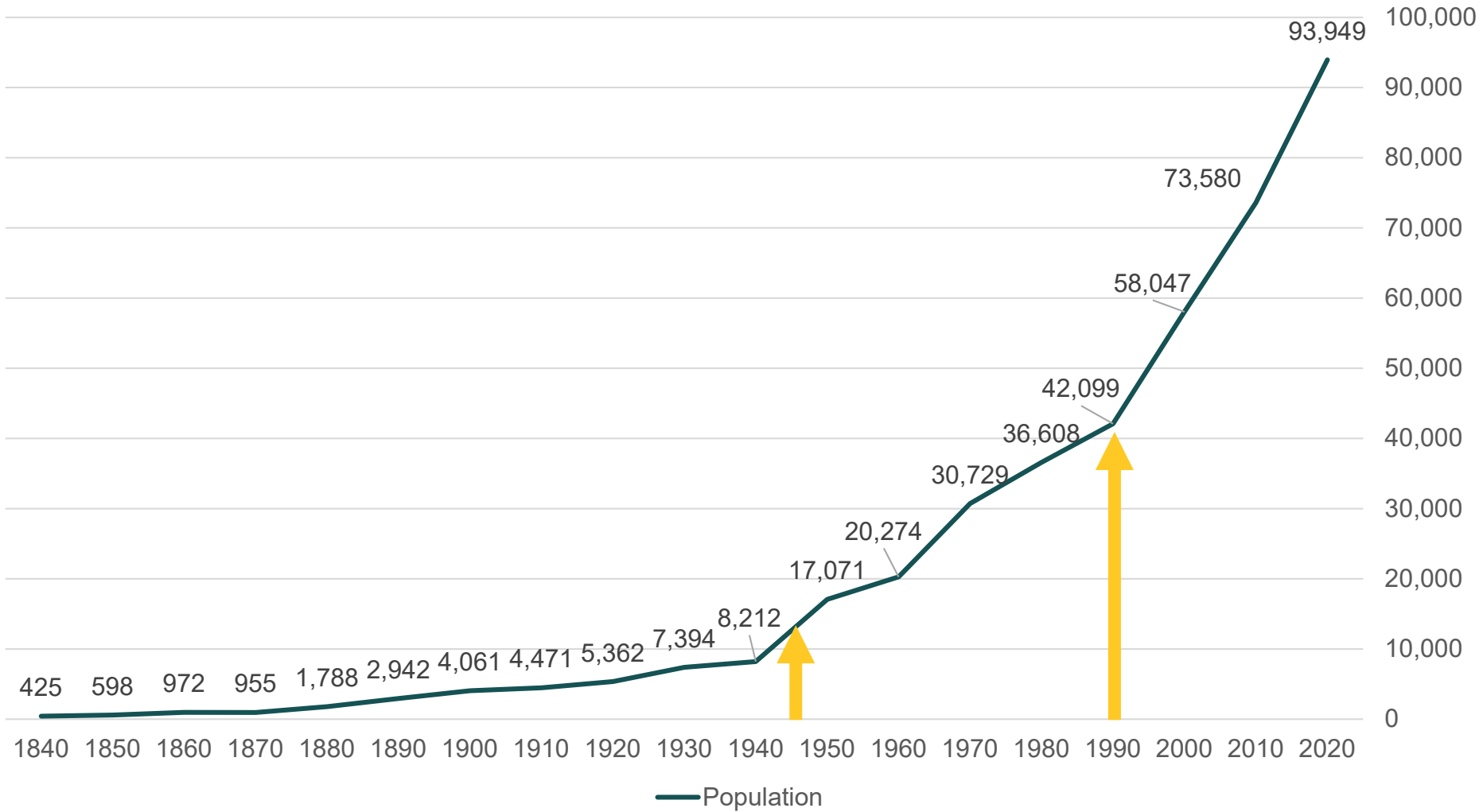
Presentation Series Outline

- Today (August 29): Housing and Population Data
 - Population Growth & Characteristics
 - Housing Data from U.S. Census
 - Permit Data from City of Fayetteville
- September 26: Land Use Policies & Housing
 - Housing & Population Data Updates (if available)
 - Growth Scenarios with Expected Outcomes
- October 31: Fayetteville Housing Report

Today's Presentation Outline

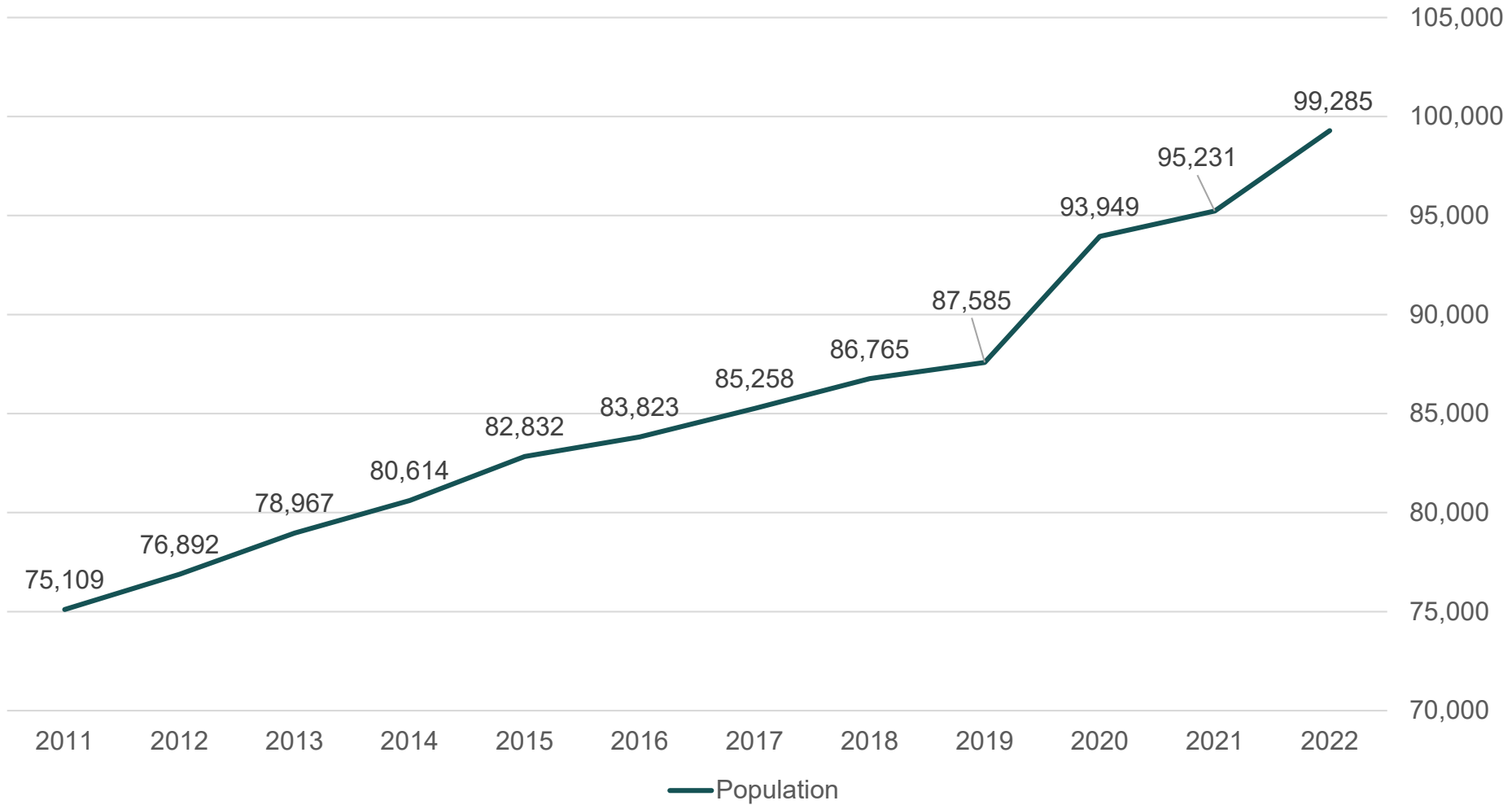
- **Population Growth & Characteristics**
 - Population growth trends & 2045 projection
 - Estimate of current number of housing units plus projected need
- **Housing Data from U.S. Census**
 - Estimated housing characteristics
 - Estimated household characteristics
 - Comparison of new housing units to household incomes
- **Permit Data from City of Fayetteville**
 - Housing units permitted over the last decade
 - Characteristics of permitted/completed housing units

Fayetteville Population 1840-2020



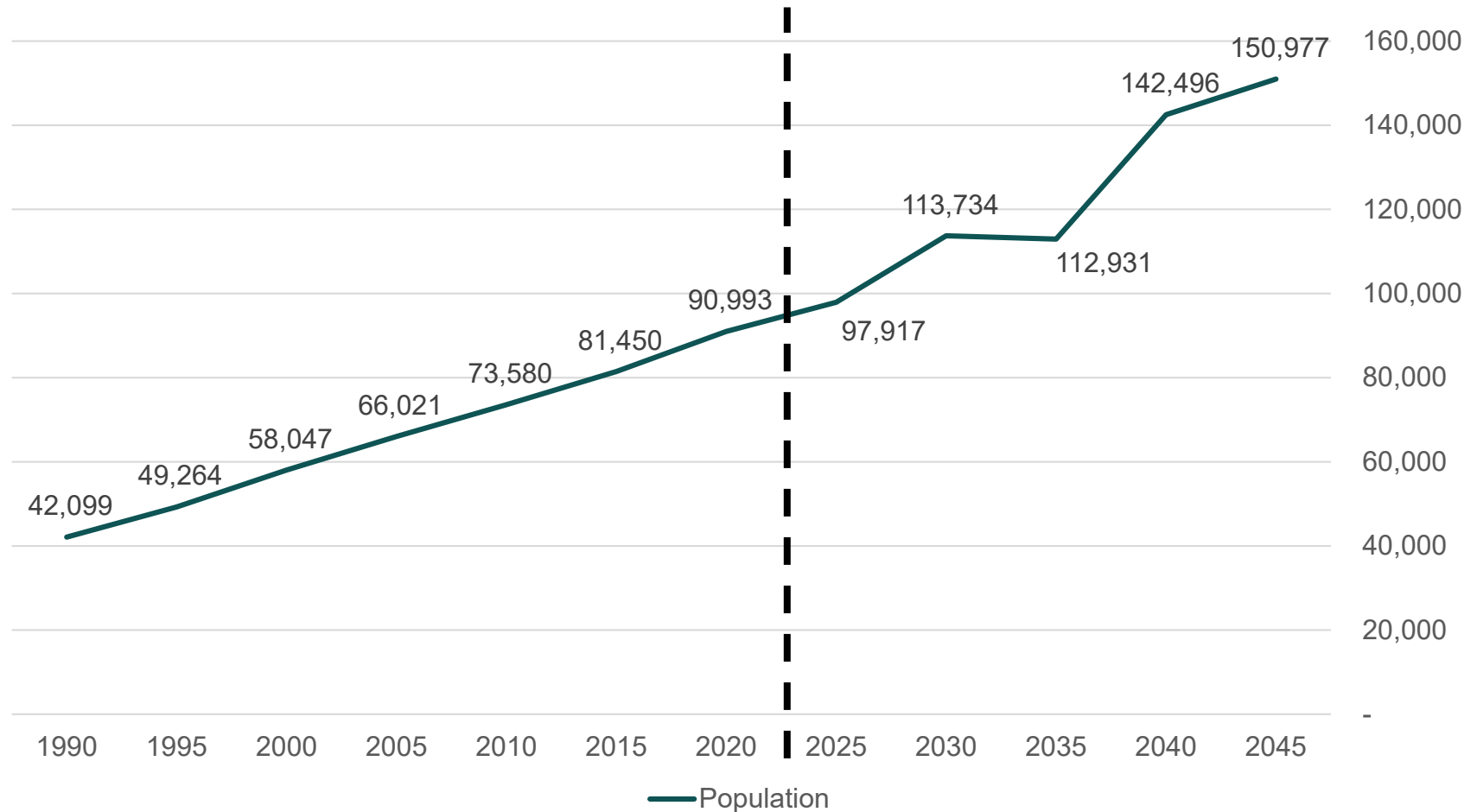
Source: U.S. Decennial Census

Fayetteville Population 2011-2022



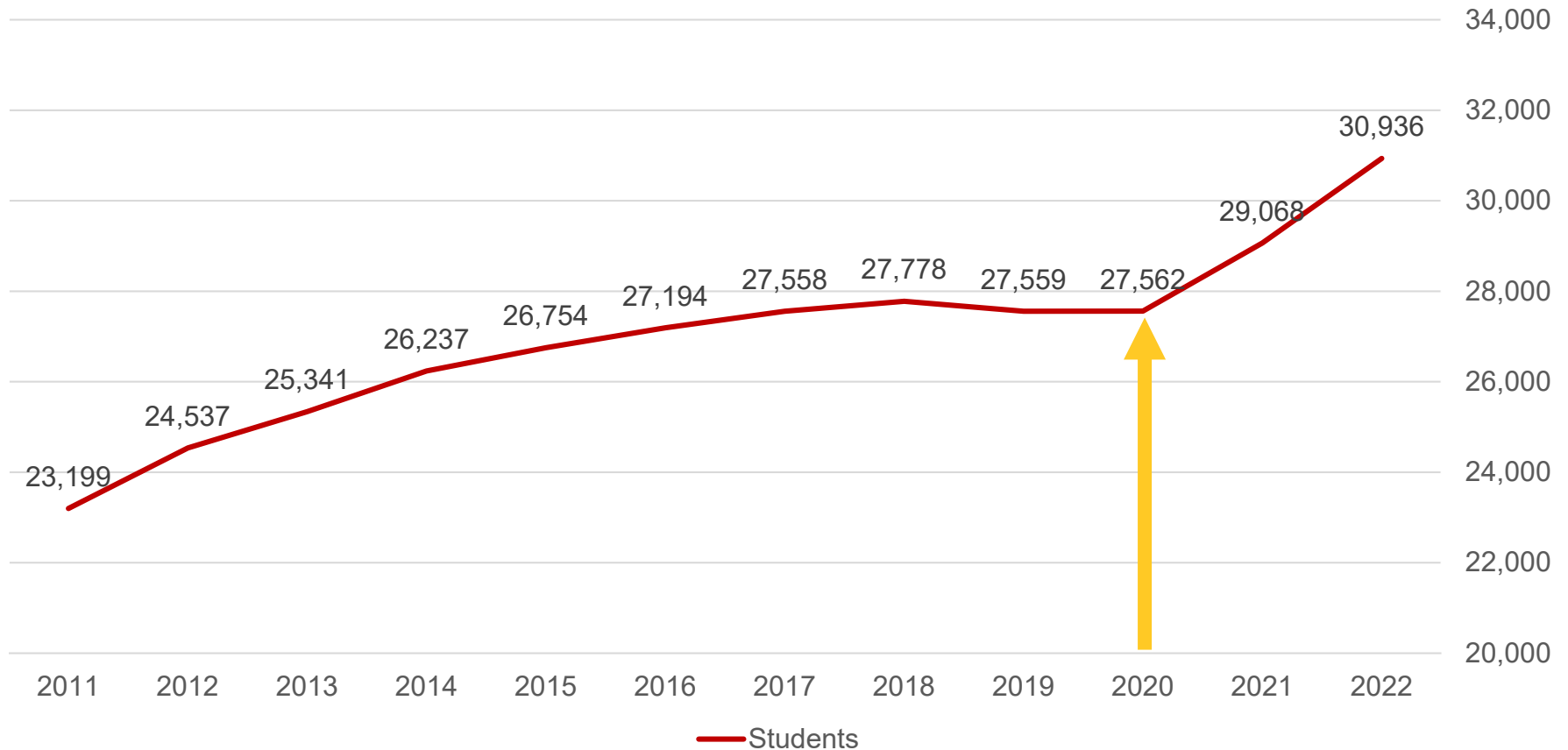
Source: ACS 1-Year Estimates

Fayetteville Pop. & Projection to 2045



Sources: U.S. Census, Northwest Arkansas Regional Planning Commission Transportation Plans

U of A Fall Enrollment 2011-2022



Source: University of Arkansas

How Many Housing Units?

Account Type	Total Units
Single Family Residential	21,198
Duplex	3,352
Triplex	321
Fourplex	1,069
Multi-Unit Residential/ Apartment*	24,034
Total	49,974

*This number may count separate bedrooms as units when leased by the bedroom.

Sources: City of Fayetteville October 2022, Skyline Report 2H2022

Population Growth Recap

- **Fayetteville's population is presently growing a little faster than 4% or 4,000 people per year (11 people per day).**
- **The University of Arkansas's enrollment is increasing at nearly 6.5% annually or 1,900 students per year (enrollment is about 30% of Fayetteville's population).**
- **Fayetteville has approximately 50,000 housing units, most of which are divided between single-family and multi-family homes.**

Some Terms & Definitions

- **Area Median Income (AMI):** HUD develops income limits based on Median Family Income estimates and Fair Market Rent area definitions for each metropolitan area, parts of some metropolitan areas, and each non-metropolitan county.
- **Fayetteville Median Income (FMI):** The midpoint of incomes in Fayetteville according to the U.S. Census/ACS estimates.
- **Affordable Housing:** Housing for which the occupant is paying no more than 30% of gross income for housing costs, including utilities.
- **Cost Burdened:** Households that pay more than 30% of their household income on housing costs including utilities, or that pay more than 45% of their household income on housing costs including utilities and transportation to work and necessities.
- **Severe Cost Burden:** Gross housing costs, including utility costs, exceed 50% of gross income.

Source: U.S. Department of Housing & Urban Development

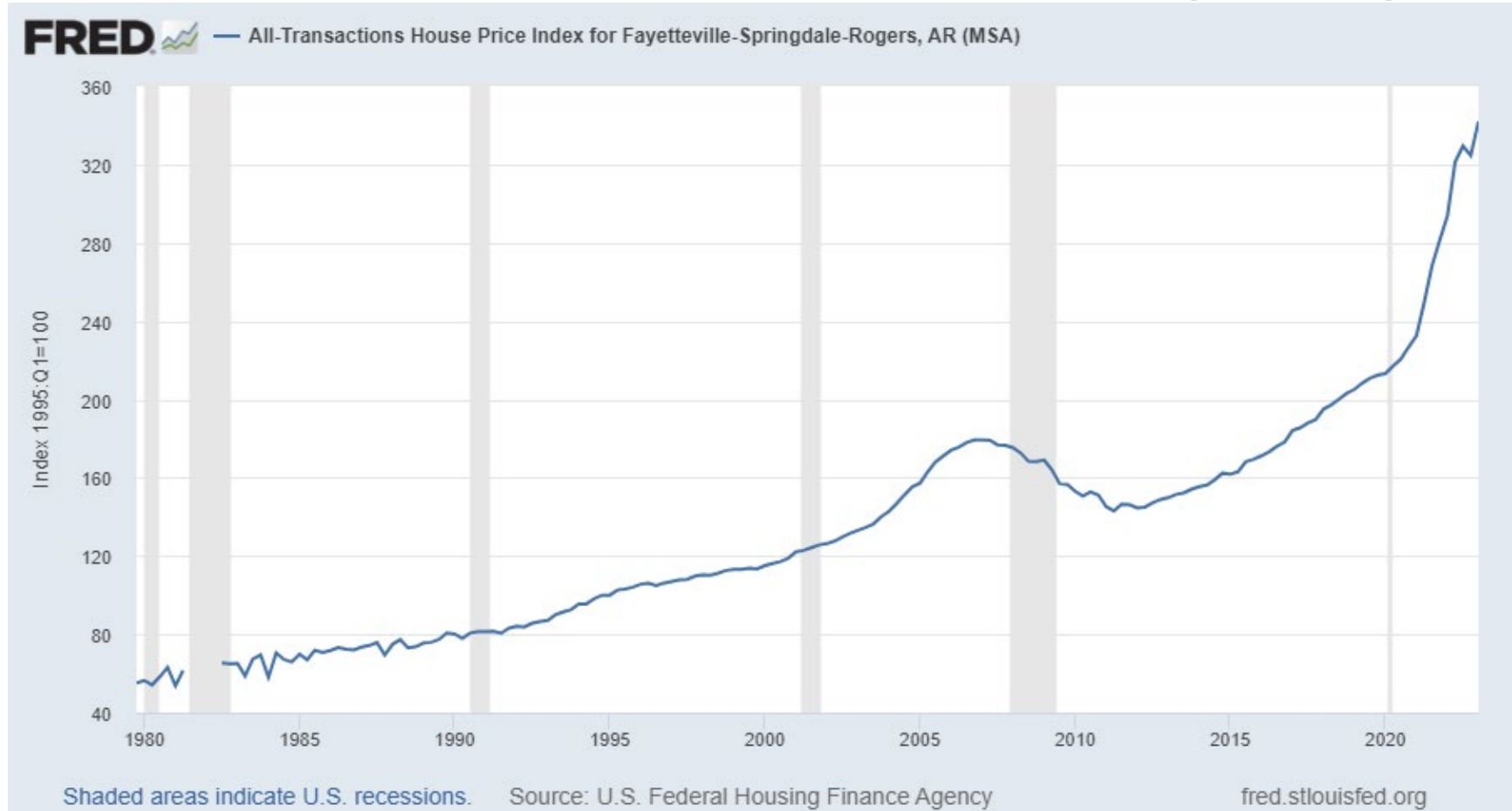
Housing Cost Change and Median Household Income

Home Values v. Median Household Income 2000-2021

	2000	2009	2016	2021	% Change 2000-2021
Median House Value	\$100,300	\$169,700	\$186,200	\$271,200	170%
Median Household Income	\$31,345	\$40,655	\$40,013	\$61,428	96%
Median Gross Rent	\$602	\$639	\$734	\$869	44%

Sources: U.S. Census, ACS 1-Year Estimates

House Price Index Growth in our Metropolitan Statistical Area (MSA)



Source: U.S. Federal Housing Finance Agency, All-Transactions House Price Index for Fayetteville-Springdale-Rogers, AR (MSA) [ATNHPIUS22220Q], retrieved from FRED, Federal Reserve Bank of St. Louis; <https://fred.stlouisfed.org/series/ATNHPIUS22220Q>, August 7, 2023. Data as of January 1, 2023. Q1 2023 Index observation was 341.98.

2021 Household Incomes v. Housing Costs

Housing Cost Burden at Different Income Levels - 2021

Household (FMI)	% of FMI	Classification	30% Housing	45% Housing & Transportation	Hourly Rate
\$73,714	120%	Above Median Income	\$1,843	\$2,764	\$35.44
\$61,428	100%	Area Median Income	\$1,536	\$2,304	\$29.53
\$49,142	80%	Low Income	\$1,229	\$1,843	\$23.63
\$36,857	60%	Low Income	\$921	\$1,382	\$17.72
\$30,714	50%	Very Low Income	\$768	\$1,152	\$14.77
\$18,428	30%	Extremely Low Income	\$461	\$691	\$8.86

Sources: 2021 ACS 1-Year Estimates Subject Tables S1901;
Center for Business and Economic Research at The Sam M.
Walton College of Business, University of Arkansas

Avg. Apartment Rents 1H2023
(built 2019 or later):

1 bed \$1,084.40

2 bed \$1,440.03

Cost Burdened Households as a Percentage of Household Income 2021

	Owner-Occupied Housing Units	Renter-Occupied Housing Units
Occupied housing units	18,780	21,324
Less than \$20,000	933	4,593
30 percent or more	757	4,531
\$20,000 to \$34,999	1,275	4,747
30 percent or more	880	3,360
\$35,000 to \$49,999	1,485	3,237
30 percent or more	295	597
\$50,000 to \$74,999	3,006	3,565
30 percent or more	676	297
\$75,000 or more	12,081	3,648
30 percent or more	248	281
Zero or negative income	0	1,198
No cash rent	(X)	336

Source: 2021 ACS 1-Year Estimates Subject Tables S2503

Cost Burdened Households as a Percentage of Household Income 2021

	Owner-Occupied Housing Units	Renter-Occupied Housing Units
Occupied housing units	18,780	21,324
Less than \$20,000	933	4,593
30 percent or more	757	4,531
\$20,000 to \$34,999	1,275	4,747
30 percent or more	880	3,360
\$35,000 to \$49,999	1,485	3,237
30 percent or more	295	597
\$50,000 to \$74,999	3,006	3,565
30 percent or more	676	297
\$75,000 or more	12,081	3,648
30 percent or more	248	281
Zero or negative income	0	1,198
No cash rent	(X)	336

Source: 2021 ACS 1-Year Estimates Subject Tables S2503

How Do Costs Impact Housing Needs?

1,022 Housing
Units Per Year

X

23 Years

=

23,506 Housing Units

3,099 Units Below \$500/Month ($\approx$ 30% FMI)

2,485 Units Below \$875/Month ($\approx$ 60% FMI)

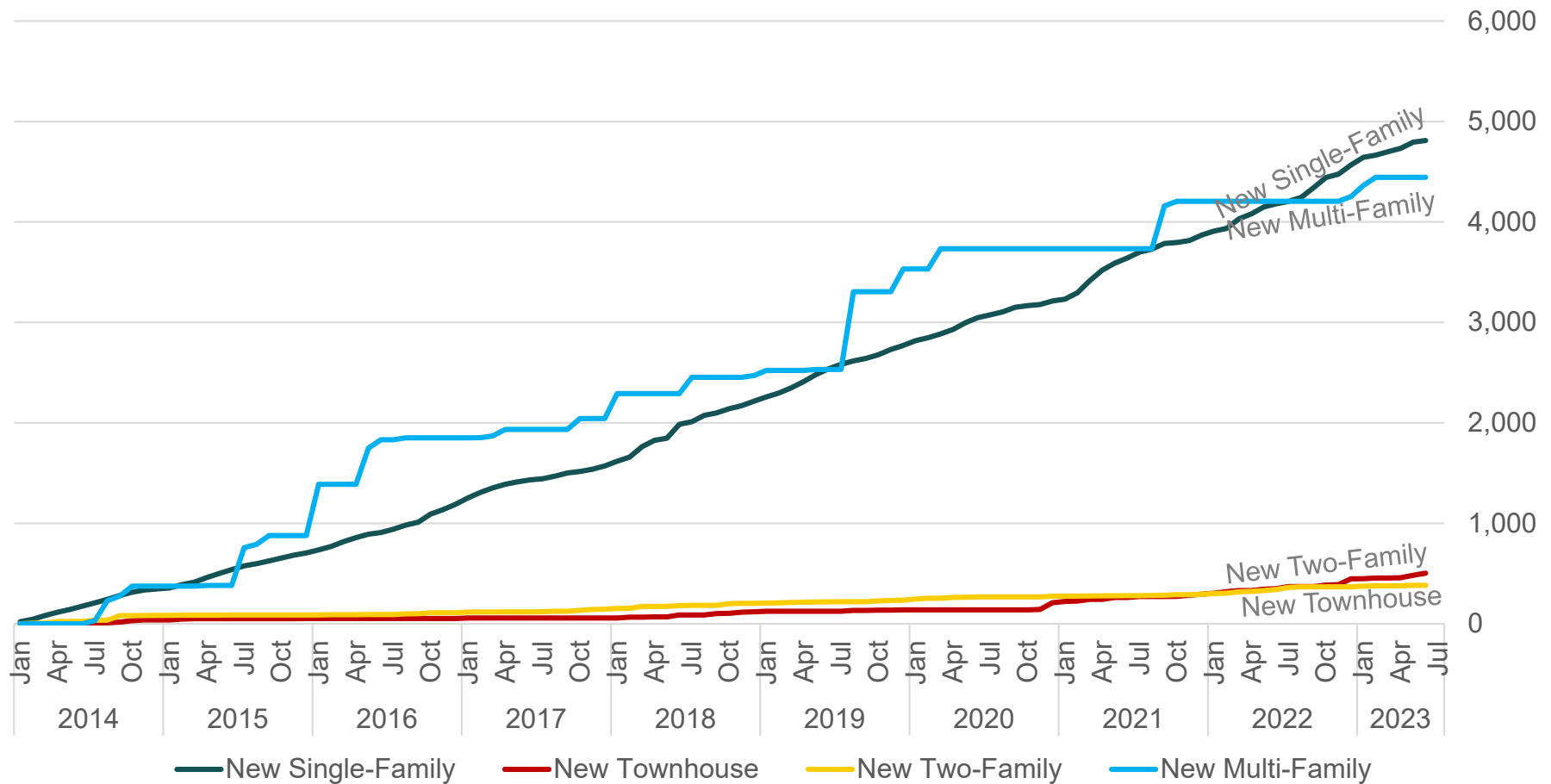
523 Units Below \$1,250/Month ($\approx$ 80% FMI)

570 Units Below \$1,875/Month ($\approx$ 120% FMI)

Housing Data Recap

- **From 2000-2021 the median house value in Fayetteville increased 170% while the median income increased only 96%.**
- **Households need to earn at least the median income (FMI) to be able to afford rent on a new two-bedroom apartment (half of Fayetteville households earn less than FMI).**
- **Approximately 12,000 households in Fayetteville are paying more than 30% of household income for housing (cost burdened).**

Cumulative Building Permits Issued by Housing Type January 2014 – July 2023



Source: City of Fayetteville Monthly Building Activity Reports

Residential Building Permits Issued January 2014 – June 2023

	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Total
Single Family Permits	347	358	485	381	645	553	443	655	696	276	4,839
Townhouse Permits	38	14	0	5	62	16	162	85	152	58	592
Two Family Permits	83	4	22	36	56	31	40	19	75	15	381
Two Family Units	166	8	44	72	112	62	80	38	150	30	762
ADU Permits	0	0	0	0	0	1	4	11	16	1	33
Multi Family Permits	11	6	47	7	14	19	6	19	7	17	153
Multi Family Units	375	503	973	192	428	1,061	201	465	43	192	4,433
Total New Housing Permits Issued	479	382	554	429	777	620	655	789	946	334	5,998
Total New Housing Units	926	883	1,502	650	1,247	1,693	890	1,254	1,057	524	10,659

Source: City of Fayetteville Monthly Building Activity Reports

Issued Residential Building Permits

New Single-Family Applied Year	2021	2022	2023
Average Days to Issue Permits	27	21	9
Avg. Cost Per Unit	\$286,853.33	\$231,773.13	\$312,151.12
Avg. Sq. Ft. Per Unit	1,784	1,882	1,832
Avg. Cost Per Sq. Ft.	\$163.98	\$196.99	\$173.88
Number of Permits Issued	610	733	314
Number of Permits Completed	555	581	30
Completion Rate	91%	79%	10%

New Multi-Family Applied Year	2021	2022	2023
Average Days to Issue	103	245	N/A
Avg. Cost Per Unit	\$114,874.73	\$249,717.49	N/A
Avg. Sq. Ft. Per Unit	959	1,492	N/A
Avg. Cost Per Sq. Ft.	\$122.92	\$211.26	N/A
Number of Permits Issued	17	22	N/A
Number of Units in Permits Issued	413	230	N/A
Number of Permits Completed	12	0	N/A
Completion Rate	72%	0%	N/A

Source: City of Fayetteville

Fayetteville Residents Without Housing

The Northwest Arkansas Continuum of Care Provides the Point in Time Count for People Experiencing Homelessness each January

Year	Persons Counted
2018	202
2019	242
2020	251
2021*	61
2022**	198
2023**	302

*Due to COVID-19 unsheltered count was not completed.

**Washington County Count only. Fayetteville was not specified in the 2022 and 2023 reports.

Source: Northwest Arkansas Continuum of Care Point in Time Counts 2018-2023

Recap & Next Steps

- **We need about 1,000 new units of housing annually to keep pace with projected population growth and maintain the status quo.**
- **An estimated 11,922 households or 30% of households in Fayetteville were cost-burdened by housing costs as of 2021.**
- **Half of Fayetteville households need housing at a cost below the current average rents for newly constructed two-bedroom apartment units.**
- **Next Presentation (2 of 3) at the September 26 Agenda Session**
- **Third Presentation and Report (3 of 3) at the October 31 Agenda Session**

Thank you!

LONG RANGE PLANNING, CITY OF FAYETTEVILLE



CITY OF
FAYETTEVILLE
ARKANSAS