

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Final Agenda

Tuesday, October 3, 2023

5:30 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: 849 3283 6387**
- PUBLIC REGISTRATION LINK:**
- [HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/
WN_ULOCYWHISK-H6YENT982PG](https://us06web.zoom.us/join/98298298298)**

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS

- 1. PRESENTATION OF THE DISTINGUISHED LEGISLATOR AWARD TO AR STATE REPRESENTATIVE DAVID WHITAKER - AR MUNICIPAL LEAGUE**

CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS

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

PROPOSED AGENDA ADDITIONS

A. CONSENT

- A.1. APPROVAL OF THE SEPTEMBER 19, 2023 CITY COUNCIL MEETING MINUTES**

(2023-564)

- A.2. DC SPARKS CONSTRUCTION, LLC (CONTRACT APPROVAL):**

A RESOLUTION TO AWARD BID #23-29 AND AUTHORIZE A CONTRACT WITH DC SPARKS CONSTRUCTION, LLC IN THE AMOUNT OF \$491,000.00 FOR THE EXPANSION OF THE FLEET SHOP, WHICH INCLUDES A PROJECT CONTINGENCY OF \$63,803.00 (2023-1093)

- A.3. FLINTCO, LLC (CHANGE ORDER #1):**

A RESOLUTION TO APPROVE CHANGE ORDER #1 WITH FLINTCO, LLC IN THE AMOUNT OF \$1,703,019 FOR WORK ASSOCIATED WITH THE CONSTRUCTION OF FIRE STATION 2, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 BOND PROGRAM (2023-1099)

- A.4. RIGGS CATERPILLAR EQUIPMENT (PURCHASE AGREEMENT):**

A RESOLUTION TO APPROVE THE PURCHASE OF ONE CATERPILLAR BACKHOE LOADER AND ONE CATERPILLAR EXCAVATOR FROM RIGGS CATERPILLAR EQUIPMENT FOR THE TOTAL AMOUNT OF \$221,563.00, PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1086)

A.5. STEP INTO SWIM GRANT PROGRAM (GRANT ACCEPTANCE):

A RESOLUTION TO AUTHORIZE THE MAYOR TO ACCEPT A GRANT IN THE AMOUNT OF \$500.00 FROM THE STEP INTO SWIM GRANT PROGRAM THROUGH THE POOL AND HOT TUB ALLIANCE, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1092)

A.6. JACK TYLER ENGINEERING, INC. (EQUIPMENT RENTAL):

A RESOLUTION TO APPROVE A TWO-MONTH EXTENSION OF THE PUMP RENTAL FROM JACK TYLER ENGINEERING, INC. BEING USED AT THE GREGG AVENUE SEWER LIFT STATION FOR A TOTAL COST OF \$41,675.00. (2023-1121)

A.7. MCCI, LLC (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE PURCHASE OF DOCUMENT AND RECORDS MANAGEMENT SERVICES, ON AN AS-NEEDED BASIS, FROM MCCI, LLC PURSUANT TO AN OMNIA PARTNERS COOPERATIVE CONTRACT THROUGH NOVEMBER 30, 2025, AND ANY FUTURE RENEWAL PERIODS (2023-1124)

A.8. FAYETTEVILLE FIRE DEPARTMENT ADMINISTRATIVE POLICIES (RESOLUTION):

A RESOLUTION TO APPROVE THE REVIEWING AND UPDATING OF FAYETTEVILLE FIRE DEPARTMENT ADMINISTRATIVE POLICIES (2023-1082)

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.

AT THE SEPTEMBER 5, 2023 CITY COUNCIL MEETING, THIS ITEM WAS TABLED TO THE OCTOBER 3, 2023 CITY COUNCIL MEETING.

C. NEW BUSINESS

C.1. HALFF ASSOCIATES (CONTRACT APPROVAL):

A RESOLUTION TO AUTHORIZE A CONTRACT WITH HALFF ASSOCIATES, PURSUANT TO RFQ 23-01, FOR PLANNING AND DESIGN SERVICES FOR COMBS WHITE RIVER PARK FOR THE AMOUNT OF \$181,812.00, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$5,000.00, AND TO APPROVE A BUDGET ADJUSTMENT (2023-1091)

C.2. LEONARD W. STITZ (CONDEMNATION):

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY LEONARD W. STITZ NEEDED FOR THE WEST TRANSMISSION WATER MAIN PROJECT (2023-1125)

C.3. 2024 MILLAGE LEVY (ORDINANCE):

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2023 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND, 2.5 MILLS FOR FAYETTEVILLE PUBLIC LIBRARY OPERATIONS AND 1.2 MILLS FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS (2023-1123)

C.4. AMEND §118.05 PENALTY (B) CITY SERVICES TERMINATION (ORDINANCE):

AN ORDINANCE TO AMEND §118.05 PENALTY (B) CITY SERVICES TERMINATION TO ADD AN ADDITIONAL SUBSECTION (2) TO PROVIDE A PROCEDURAL DUE PROCESS HEARING OPPORTUNITY FOR UNLICENSED TYPE 2 SHORT TERM RENTALS PRIOR TO WITHHOLDING CITY SERVICES (2023-1122)

C.5. VACATION-2023-0004: (817 E. DOGWOOD LN./BUXTON, 486):

AN ORDINANCE TO APPROVE VAC 23-04 FOR PROPERTY LOCATED AT 817 EAST DOGWOOD LANE IN WARD 1 TO VACATE A 0.16-ACRE PORTION OF ALLEY RIGHT-OF-WAY (2023-1096)

C.6. ADMINISTRATIVE-2023-0028: (AMEND UDC §151, 163, AND 164):

AN ORDINANCE TO AMEND §151.01 DEFINITIONS, §163.05 CHILD CARE; NURSERY SCHOOL, AND §164.24 REGISTERED CHILD CARE FAMILY HOMES OF THE UNIFIED DEVELOPMENT CODE TO ALIGN THE CITY'S CHILDCARE FAMILY HOME REQUIREMENTS WITH STATE LAW (2023-1098)

C.7. REZONING-2023-0022: (5672 W. TACKETT DR/HOGREFE, 436):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0022 FOR APPROXIMATELY 2.32 ACRES LOCATED AT 5672 WEST TACKETT DRIVE IN WARD 4 FROM R-A, RESIDENTIAL AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE (2023-1097)

C.8. REZONING-2023-0024: (EAST OF N. COLLEGE AVE./MOLES, 096):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0024 FOR APPROXIMATELY 6.79 ACRES LOCATED EAST OF NORTH COLLEGE AVENUE NEAR WATERSIDE COURT IN WARD 3 FROM C-2, THOROUGHFARE COMMERCIAL TO CS, COMMUNITY SERVICES (2023-1095)

C.9. REZONING-2023-0023: (WEST OF 4451 N. WATERSIDE CT./UNIVERSITY CLUB LAND CO LLC, 096):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0023 FOR APPROXIMATELY 3.37 ACRES LOCATED WEST OF 4451 NORTH WATERSIDE COURT IN WARD 3 FROM R-O, RESIDENTIAL OFFICE TO CS, COMMUNITY SERVICES (2023-1094)

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS

D.1. 2024 GENERAL FUND BUDGET - PAUL BECKER

D.2. SALES TAX REPORT - PAUL BECKER AND ENERGY REPORT - PETER NIERENGARTEN

D.3. FAYETTEVILLE HOUSING REPORT 2 OF 3 - BRITIN BOSTICK

E. CITY COUNCIL TOUR

F. ANNOUNCEMENTS

G. ADJOURNMENT

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may appear and address the City Council on Unfinished Business, New Business, and Public Hearings at City Council meetings. If you wish to address the City Council

on an agenda item, please wait for the Mayor or Chair to request public comment. When the Mayor or Chair recognizes you, please start your public comment by giving your name and address. Comments are to be addressed to the Mayor or Chair. The Mayor or Chair will direct your comments to the appropriate elected officials, staff, or others for response. Keep your comments respectful, brief, to the point, and relevant to the agenda item being considered. Each speaker from the public will be allowed one turn to speak for discussion of an agenda item.

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

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

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

Unfinished Business and New Business:

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

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

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

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

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

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



MEETING OF OCTOBER 3, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Waylon Abernathy, Bond Projects & Construction Dir
DATE:
SUBJECT: Contract for Bid 23-29 with DC Sparks Construction LLC, in the amount of \$491,000 for the expansion of the Fleet Shop.

RECOMMENDATION:

Staff recommends approval of Bid 23-39 Contract with DC Sparks Construction LLC, in the amount of \$491,000.00 for the expansion of the Fleet Shop. The contract amount includes an owner contingency of \$63,803.

BACKGROUND:

The long range plan of the Fleet Division was to build a new truck wash facility to save vehicle wash expenses by a 3rd party and decommission the existing wash facility located in the Fleet shop, which would allow for Work Bay expansion.

- In late 2020, DeMx Architecture was engaged to design a new Truck Wash Facility.
- In September of 2021, the New Truck Facility was completed.
- In April of 2022, Resolution 78-22 authorized the contract for Architectural Services with Cromwell Architects and Engineers to design the re-use of the existing 2 bays on the west end of the Fleet Shop.

DISCUSSION:

This contract includes the demolition of existing wash equipment, new wall panels, fire rated separation wall, service lines, electrical heating and ventilation. It was competitively bid by our purchasing Division. DC Sparks was the low bidder of 5 bids received.

BUDGET/STAFF IMPACT:

<u>GLACCOUNT</u>	<u>Project</u>	<u>Amount</u>
9700.770.1920-5804.00 - Building Costs	21006.1 - Fleet Shop Expansion	\$ 491,000.00

ATTACHMENTS: 2023-1093 SRF Fleet Expansion DC Sparks (#3), 2023-1093 BA Fleet Expansion DC Sparks (#4), Bid 23-39 Fleet Shop Expansion Contract - Final (#5), Bid 23-29, DC Sparks Construction - E (#6), Bid 23-29, Bid Tab - Final (#7)

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 #: 2023-1093

Contract for Bid 23-29 with DC Sparks Construction LLC, in the amount of \$491,000 for the expansion of the Fleet Shop.

A RESOLUTION TO AWARD BID #23-29 AND AUTHORIZE A CONTRACT WITH DC SPARKS CONSTRUCTION, LLC IN THE AMOUNT OF \$491,000.00 FOR THE EXPANSION OF THE FLEET SHOP, WHICH INCLUDES A PROJECT CONTINGENCY OF \$63,803.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #23-29 and authorizes Mayor Jordan to sign a contract with DC Sparks Construction LLC in the amount of \$491,000.00, which includes a project contingency in the amount of \$63,803.00.

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

2023-1093

Item ID

10/3/2023

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

Wade Abernathy

9/15/2023

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval Bid 23-39 Contract with DC Sparks Construction LLC., in the amount of \$491,000 for the Fleet Shop Expansion. The contract amount includes \$63,803 Owner Contingency. Also requested is approval of a Budget Adjustment.

Budget Impact:

9700.770.1920-5804.00

Shop

Account Number

Fund

21006.1

Fleet Shop Expansion, Fleet - Shop Expansion

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 89,800.00

Expenses (Actual+Encum)

\$ 10,550.00

Available Budget

\$ 79,250.00

Does item have a direct cost? Yes

Item Cost

\$ 491,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 437,864.00

Remaining Budget

\$ 26,114.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2023	FACILITIES MANAGEMENT (140)	
	Requestor: Wade Abernathy	

Approval Bid 23-39 Contract with DC Sparks Construction LLC., in the amount of \$491,000 for the Fleet Shop Expansion. The contract amount includes \$64,079.00 Owner Contingency. Also requested is approval of a Budget Adjustment.

	COUNCIL DATE:	10/3/2023
	ITEM ID#:	2023-1093
	Kevin Springer	
	9/14/2023 4:35 PM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



THIS AGREEMENT is made this 14th day of September, 2023, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **DC Sparks Construction, LLC** (Vendor or **DC Sparks**), and

CITY OF FAYETTEVILLE from time to time requires professional construction services in connection with construction projects. Therefore, CITY OF FAYETTEVILLE and **DC Sparks Construction, LLC** in consideration of their mutual covenants agree as follows:

Work performed by **DC Sparks Construction, LLC** shall be performed under valid, active, current license with the Arkansas Contractor's Licensing Board. **DC Sparks Construction, LLC** shall follow all federal, state, and local laws at all times.

1. Contracted parties and relationship:

- a. This agreement shall be binding between all parties. Fees shall be provided as identified in appendices.
 - i. **DC Sparks Construction, LLC** Tax identification number (TIN) ending in 27-3347018
 - ii. **DC Sparks Construction, LLC** Arkansas Contractor License No. 0349560323
 - iii. **DC Sparks Construction, LLC** Secretary of State Filing No. 800199219
- b. Parties agree to act on the basis of mutual trust, good faith, and fair dealing, and perform in a fiscally responsible and timely manner. Parties shall each endeavor to promote harmony and cooperation among all Project participants.

2. Entire Agreement and Exhibits: This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Neither party shall be bound by any conditions, definitions, representations or warranties with respect to the subject matter of this Agreement other than those as expressly provided herein.

- a. Appendices included under this agreement include the following:
 - i. **Appendix A:** Bid package identified as Bid 23-39 Fleet Shop Expansion with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings and issued addenda.
 - ii. **Appendix B:** DC Sparks bid submittal
 - iii. **Appendix C:** Bid 23-39 Recommendation for Award, inclusive of the bid tabulation
 - iv. **Appendix D:** DC Sparks Certificate of Insurance
 - v. **Appendix E:** DC Sparks Bid Bond
 - vi. **Appendix D and E** shall be submitted to the City within the time frame identified in the bid documents or 10 (ten) calendar days after fully executed contract.
- b. This agreement may be modified only by a duly executed written instrument signed by the CITY and **DC Sparks**.
- c. **ORDER OF PRECEDENCE:** In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written

amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) DC Sparks bid submittal (d) City's published bid and associated Addenda.

3. Notices: Any notice required under this Agreement shall be in writing, address to the appropriate party at the following addresses:

- a. City of Fayetteville: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
- b. Vendor: DC Sparks Construction, LLC 8871 Lola Jeane Ln Rogers, AR, 72756

4. General Provisions:

- i. **ETHICS:** All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.
- ii. **Workmanship:** The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.
- iii. **MATERIALS FURNISHED BY OWNER OR OTHERS:** If the Work includes installation of materials or equipment furnished by City or Others, it shall be the responsibility of the vendor to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of the vendor shall be the responsibility of vendor and may be deducted from any amounts due or to become due. Any defects discovered in such materials or equipment shall be reported at once to the City and the City's contracted third-party Design Professional. Following receipt of written notice from vendor of defects, City and Design Professional shall promptly inform the City what action, if any, vendor shall take with regard to the defects.
- iv. **WORKSITE VISIT:** Vendor acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.
- v. Vendor shall perform all duties and responsibilities necessary to coordinate the various parts of the Work and to prepare its Work for the work of City or Others.
 - 1. Cutting, patching, or altering the work of City or Others shall be done with the prior written approval of City and Design Professional. Such approval shall not be unreasonably withheld.
- vi. **COMPLIANCE WITH LAWS:** Vendor shall comply with all the Law at its own cost. Vendor shall be liable to City for all loss, cost, or expense attributable to any acts or omissions by Vendor its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.
- vii. **COST OF CORRECTING DAMAGED OR DESTROYED WORK:** With regard to damage or loss attributable to the acts or omissions of City or Others and not to Vendor, City may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If Vendor incurs costs or is delayed due to such loss or damage, Vendor may seek an equitable adjustment in the

Cost of the Work, Date of Substantial Completion or Date of Final Completion. Any equitable adjustment shall be approved by all parties.

- viii. Taxes and Permits: Vendor shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Vendor shall provide to City copies of all notices, permits, licenses, and renewals required under this Agreement.
 - 1. Vendor shall pay applicable taxes and permit fees associated with the entire project.
- ix. DISCOUNTS: All discounts for prompt payment shall accrue to City. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City after final payment.
- x. City may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Vendor shall not unreasonably withhold consent to partial occupancy or use.
- xi. JOINT DRAFTING: All Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party but shall be construed in a neutral manner.
- xii. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.
- xiii. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.
- xiv. Where figures are given, they shall be preferred to scaled dimensions.
- xv. The drawings and specifications are complementary. If Work is shown only on one but not on the other, Vendor shall perform the Work as though fully described on both. Vendor shall seek clarification from the City or the City's third-party Design Professional for any discrepancies.
- xvi. In case of conflicts between the drawings and specifications, the specifications shall govern unless otherwise stated in the bidding documents. In any case of omissions or errors in figures, drawings, or specifications, Vendor shall immediately submit the matter to City and Design Professional for clarification. The City's clarifications are final and binding, which may include third-party Design Professional content.
- xvii. DEBARMENT AND SUSPENSION: By execution of this agreement, Vendor certifies that to the best of its knowledge and belief that the Vendor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
5. Vendor understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.
6. Certifications for subcontracts or subsubcontracts executed under this agreement shall include all language in this section.

5. Definitions:

- a. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.
- b. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.
- c. A "Change Order" is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, and Date of Substantial Completion or Date of Final Completion.
- d. "Contract Time" is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.
- e. "Cost of the Work" means the total costs and discounts charged to the City.
- f. The "Vendor" is the person or entity identified in this contract and includes Vendor's Representative.
- g. "Day" means a calendar day unless otherwise specified.
- h. "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.
- i. "Design Professional" means the licensed architect retained by the City and its subconsultants, to perform design services for the Project.
- j. "Final Completion" occurs on the date when Vendor's obligations under this Agreement are complete and accepted by City and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.
- k. "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.

- l. "Interim Directive" is a written order containing change to the Work directed by and in consultation with City and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.
- m. "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Vendor must comply that are enacted as of the Agreement date.
- n. "Others" means City's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.
- o. "Overhead" means (a) payroll costs, burden, and other compensation of Vendor's employees in Vendor's principal and branch offices for work associated with this project.
- p. "Owner" is the City of Fayetteville, Arkansas (City).
- q. The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.
- r. The "Parties" are collectively City and Vendor.
- s. The "Project," is the building, facility, or other improvements for which Vendor is to perform Work under this Agreement. It may also include construction by Owner or Others.
- t. The "Schedule of the Work" is the document prepared by Vendor that specifies the dates on which Vendor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City.
- u. "Subcontractor" is a person or entity retained by Vendor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.
- v. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that City may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.
- w. A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.
- x. A "Supplier" is a person or entity retained by Vendor to provide material or equipment for the Work.
- y. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.
- z. "Work" means the construction services necessary or incidental to fulfill Vendor's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.
- aa. "Worksite" means the area of the Project where the Work is to be performed.
- bb. "Bi-monthly basis" means every fourteen to sixteen calendar days.

6. Contract Document Review and Administration

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- a. Before commencing the Work, Vendor shall examine and compare the drawings and specifications with information furnished by the City and Design Professional that are considered Contract Documents, relevant field measurements made by Vendor, and any visible conditions at the Worksite affecting the Work.
- b. Should Vendor discover any errors, omissions, or inconsistencies in the Contract Documents, Vendor shall promptly report them to the City and Design Professional. Following receipt of written notice from Vendor of defects, City shall promptly inform Vendor what action, if any, Vendor shall take with regard to the defect.
- c. Nothing in this section shall relieve VENDOR of responsibility for its own errors, inconsistencies, or omissions.
- d. COST REPORTING: Vendor shall maintain complete, accurate, and current records that comply with generally accepted accounting principles and calculate the proper financial management under this Agreement. Vendor shall maintain a complete set of all books and records prepared or used by Vendor with respect to the Project. City shall be afforded access to all of Vendor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to this Agreement. Vendor shall preserve all such records for a period of three years after the final payment or longer where required by Law.

7. Warranty

- a. Vendor warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At City or Design Professional request, Vendor shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Vendor further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Vendor's warranty does **not include** remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the City or others, or abuse. Vendor's warranty shall commence on the Date of Final Completion of the Project.
- b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- c. Vendor shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Vendor's liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period Vendor shall provide full and comprehensive assistance to the City in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.
- d. Correction of Work
 - i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, City shall promptly notify Vendor in writing. Unless City provides written acceptance of the condition, Vendor shall promptly correct the Defective Work

at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City discovers and does not promptly notify Vendor or give Vendor an opportunity to test or correct Defective Work as reasonably requested by Vendor, City waives Vendor's obligation to correct that Defective Work as well as City's right to claim a breach of the warranty with respect to that Defective Work.

- ii. If Vendor fails to correct Defective Work within a reasonable time after receipt of written notice from City before final payment, City may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Vendor. If payments then or thereafter due Vendor are not sufficient to cover such amounts, Vendor shall pay the difference to City.
- iii. Vendor's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, City discovers any Work which City considers Defective Work, City shall, unless the Defective Work requires emergency correction, promptly notify Vendor and allow Vendor an opportunity to correct the Work if Vendor elects to do so. If Vendor elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City and shall complete the correction of Work within a mutually agreed timeframe. If Vendor does not elect to correct the Work, City may have the Work corrected by itself or Others, and, if City intends to seek recovery of those costs from Vendor, City shall promptly provide Vendor with an accounting of the actual correction costs.
- iv. If Vendor's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Vendor shall be responsible for the cost of correcting the destroyed or damaged property.
- v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Vendor's other obligations under the Contract Documents.
- vi. Before final payment, at City option and with Vendor's agreement, City may elect to accept Defective Work rather than require its removal and correction. In such cases the contract shall be equitably adjusted for any diminution in the value, as determined by City, of the Project caused by such Defective Work via formal written change order.

8. Safety of Persons and Property

- a. SAFETY PROGRAMS: Vendor holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Vendor shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.
- b. VENDOR'S SAFETY REPRESENTATIVE: Vendor shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Vendor in writing to City, Vendor's project superintendent shall serve as its safety representative. Vendor shall report promptly in writing all

recordable accidents and injuries occurring at the Worksite. When Vendor is required to file an accident report with a public authority, Vendor shall furnish a copy of the report to City.

- c. Vendor shall provide City with copies of all notices required of Vendor by the Law. Vendor's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.
 - i. Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Vendor, or anyone for whose acts Vendor may be liable, shall be promptly remedied by Vendor.
- d. If City deems any part of the Work or Worksite unsafe, City, without assuming responsibility for Vendor's safety program, may require Vendor to stop performance of the Work, take corrective measures satisfactory to City. If Vendor does not adopt corrective measures, City may perform them and deduct their cost from the GMP. Vendor agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Vendor's compliance with City's reasonable request.

9. Subcontracts:

- a. BINDING OF SUBCONTRACTORS AND SUPPLIERS: Vendor agrees to bind every Subcontractor and Supplier and require every Subcontractor to so bind its subcontractors and significant supplier, to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.
- b. Vendor agrees not to subcontract Vendor at risk related services without prior written consent from the City.

10. Fees, Expenses and Payments:

- a. **DC Sparks Construction, LLC** at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per **Bid 23-39** as stated in **DC Sparks Construction, LLC** bid response, and in accordance with specifications attached hereto and made a part hereof under **Bid 23-39**, all included herein as if spelled out word for word.
- b. This turn-key project providing labor and materials shall be provided to the City for a not to exceed fee of **\$491,000.00** US Dollars. The contract amount includes \$63,803 owner contingency.
- c. The City of Fayetteville shall pay **DC Sparks Construction, LLC** for completion of the project based on a percentage of work completed. At no point shall payment exceed the percentage of work completed, as determined by the City.
- d. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after approval of invoice. The City of Fayetteville reserves the right to request receipts for materials purchased for the City of Fayetteville from suppliers, subcontractors, or other sources. The City of Fayetteville does not agree to any interest or penalty for "untimely" payments.
- e. The City reserves the right to withhold five percent (5%) retainage from all payments until project is completed in full.
- f. Not to exceed pricing shall include but not be limited to:

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1. Labor wages directly employed by Vendor in performing of the Work.
2. Salaries of Vendor's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.
3. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Vendor's standard personnel policy, insofar as such costs are paid to employees of Vendor who are included in the Cost of the Work.
4. Transportation, travel, hotel, and moving expenses of Vendor's personnel incurred in connection with the Work.
5. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City, transportation, storage, and handling.
6. Payments made by Vendor to Subcontractors for work performed under this Agreement.
7. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Vendor.
8. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Vendor or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.
9. Cost of the premiums for all insurance and surety, performance or payment bonds which Vendor is required to procure or deems necessary and approved by City.
10. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Vendor is liable.
11. Permits, taxes, fees, licenses, tests, royalties.
12. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.
13. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office and site.
14. Water, power, and fuel costs necessary for the Work.
15. Cost of removal of all nonhazardous substances, debris, and waste materials.

16. Costs incurred due to an emergency affecting the safety of persons or property.

17. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Vendor's Fee, which are reasonably inferable from the Contract Documents.

- g. **STORED MATERIALS AND EQUIPMENT:** Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Vendor of bills of sale and proof of required insurance, or such other documentation satisfactory to City to establish the proper valuation of the stored materials and equipment, City's title to such materials and equipment, and to otherwise protect City's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.
- h. **Final Payment:** Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, VENDOR shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by VENDOR to be set forth therein.
 - i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against VENDOR or sureties under this Agreement.

11. Project Bonding - Performance and payment bonding: After execution of this contract by all parties, VENDOR shall provide a 100% **separate** performance and payment bond from a bonding company, licensed to do business in the state of Arkansas, to the City of Fayetteville after being file marked at the Washington County Circuit Clerk's Office. Bonds shall be provided within ten (10) calendar days after this contract has been executed by all parties.

- a. All bonds shall be listed with the U.S. Treasury Department listing of approved surety's (T-List) and shall be rated A+ minimum by A. M. Best.

12. Time:

- a. **SUBSTANTIAL and FINAL COMPLETION:** Date of Substantial Completion and the Date of Final Completion shall be established in the contract documents as a hard not to exceed date. If such dates are not established upon the execution of this Agreement, a Date of Substantial Completion and Date of Final Completion of the Work shall be established via Change Order.
- b. Time is of the essence with regard to the obligations of the Contract Documents.
- c. Unless instructed by City in writing, Vendor shall not knowingly commence the Work before the effective date of Vendor's required insurance and bonds and formal written and signed Purchase Order issued by the City of Fayetteville Purchasing Division.
- d. **Schedule of Work:** Before submitting its first application for payment, Vendor shall submit to City and, if directed, Design Professional a Schedule of the CONTRACT: CONTRACT Work showing the dates on which Vendor plans to begin and complete various parts of the Work, including dates on which information and approvals are required

from City. Except as otherwise directed by City, Vendor shall comply with the approved Schedule of the Work or Vendor.

- i. City may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City may require Vendor to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City or Others. If Vendor consequently incurs costs or is delayed, the Dates of Substantial or Final Completion, or both, Vendor may seek equitable adjustment.
- e. NOTICE OF DELAY CLAIMS: If Vendor requests an equitable extension of the Contract Time or an equitable adjustment contract as a result of a delay described, Vendor shall give City written notice of the claim. If Vendor causes delay in the completion of the Work, City shall be entitled to recover its additional costs.

13. Substantial Completion:

- a. Vendor shall notify City and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City without excessive interference in completing any remaining unfinished Work. If City determines the Work or designated portion has not reached Substantial Completion, City, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City may occupy or use the Work or designated portion for its intended use. Vendor shall promptly and accurately complete all items on the list.
- b. When Substantial Completion of the Work or a designated portion is achieved, Vendor shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Vendor to City and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.
- c. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.
- d. Upon City's written acceptance of the Certificate of Substantial Completion, City shall pay to Vendor the remaining retainage held by City for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by Vendor in a mutually agreed upon timeframe.

14. Final Completion:

- i. Upon notification from Vendor that the Work is complete and ready for final inspection and acceptance, City, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.

- ii. When the Work is complete, Vendor shall prepare for City's written acceptance a final application for payment stating that to the best of Vendor's knowledge, and based on City's inspections, the Work has reached Final Completion in accordance with the Contract Documents.
- iii. Final payment shall be made to Vendor within thirty (30) Days after Vendor has submitted an application for final payment, pending the application has been approved by the City, including submissions required, and a Certificate of Final Completion has been executed by all Parties.
- iv. Final payment shall be due on Vendor's submission of the following to the City:
 - 1. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City property;
 - 2. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
 - 3. release of any liens, conditioned on final payment being received;
 - 4. consent of any surety; and
- v. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Vendor. If approved by City, they shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Vendor shall submit to City and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.
- vi. ACCEPTANCE OF FINAL PAYMENT: Unless Vendor provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.
- b. DC Sparks Construction, LLC shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and **before** work begins on the project. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:
 - i. *'According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (Liberty Mutual Surety).'*
 - ii. DC Sparks Construction, LLC shall have each subcontractor, sub-subcontractor and material supplier execute a written receipt evidencing acknowledgment of this statement prior to commencement of the work of the subcontractor or material supplier.

- 15. Notices:** Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.
- 16. Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
- 17. Venue:** Venue for all legal disputes shall be Washington County, Arkansas.
- 18. Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the VENDOR shall do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
- 19. 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.
- 20. Insurance:**
- a. Before starting the Work and as a condition precedent to payment, Vendor shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. Vendor shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Vendor's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the limits of liability presented in **Appendix D**.
 - b. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.
 - c. Vendor shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Vendor fails to obtain or maintain any insurance coverage required under this Agreement, City may purchase such coverage and charge the expense to Vendor or terminate this Agreement.
 - d. To the extent commercially available to Vendor from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City written notice transmitted in paper and electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Vendor shall furnish City with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Vendor shall give City prompt written notice upon actual or constructive knowledge of such condition.
 - e. Certificates of Insurance shall list the City as Additional Insured Parties.
 - f. **PROPERTY INSURANCE:**

- i. At no time shall any policy be covered by self-insurance or in a self-insured format. All policies shall be covered by an approved commercial insurance professional properly licensed to do business in Arkansas.
- ii. Unless otherwise directed in writing by City, before starting the Work, **DC Sparks Construction, LLC** shall obtain and maintain a Builder's Risk Policy upon the entire Project for the full cost of replacement at the time of loss, including existing structures. This insurance shall also (a) name Vendor, Subcontractors, Subsubcontractors, and Design Professional as named insureds; (b) be written in such form to cover all risks of physical loss except those specifically excluded by the policy; and (c) insure at least against and **not** exclude:
 1. the perils of fire, lightning, explosion, windstorm, hail, smoke, aircraft (except aircraft, including helicopter, operated by or on behalf of Vendor) and vehicles, riot and civil commotion, theft, vandalism, malicious mischief, debris removal, flood, earthquake, earth movement, water damage, wind damage, testing if applicable, collapse, however caused;
 2. damage resulting from defective design, workmanship, or material;
 3. coverage extension for damage to existing buildings, plant, or other structures at the Worksite, when the Project is contained within or attached to such existing buildings, plant or structures. Coverage shall be to the extent loss or damage arises out of Constructor's activities or operations at the Project;
 4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;
 5. testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and
 6. physical loss resulting from Terrorism.
- iii. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than City has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until City has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, City shall provide a copy of the property policy or policies obtained.
- iv. If City elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, City shall give written notice to Vendor before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. City may then provide insurance to protect its

interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by City in a Change Order. If City gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, City shall be responsible for costs reasonably attributed to such failure.

- v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.
 - 1. To the extent of the limits of Vendor's Commercial General Liability Insurance, Vendor shall indemnify and hold harmless City against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of City's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Vendor, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.
- g. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.
- h. ADDITIONAL GENERAL LIABILITY COVERAGE: City shall require Vendor to purchase and maintain additional liability coverage. Vendor shall provide:
 - i. Additional Insured. City shall be named as an additional insured on Vendor's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Vendor, or those acting on Vendor's behalf, in the performance of Vendor's work for Owner at the Worksite. The insurance of the Vendor and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.
 - ii. OCP. Vendor shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.
- i. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by VENDOR. Before commencing the Work, Vendor shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City has been named as an additional insured, as applicable.
 - i. ROYALTIES, PATENTS, AND COPYRIGHTS: Vendor shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Vendor and incorporated in the Work. Vendor shall defend, indemnify, and hold City harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such

selection.

- j. **PROFESSIONAL LIABILITY INSURANCE:** To the extent Vendor is required to procure design services, Vendor shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to City, including coverage for all professional liability caused by any consultants to Vendor's design professional, written for not less than one million US dollars (\$1,000,000) per claim and in the aggregate. Vendor's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Constructor's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

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

22. Responsibility of the City of Fayetteville

- a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of VENDOR:
 - i. Provide full information as to the requirements for the Project.
 - ii. Assist **DC Sparks Construction, LLC** by placing at **DC Sparks Construction, LLC** disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist **DC Sparks Construction, LLC** in obtaining access to property reasonably necessary for **DC Sparks Construction, LLC** to perform its services.
 - iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by **DC Sparks Construction, LLC** and render in writing decisions pertaining thereto.
 - v. Review all documents and provide written comments to **DC Sparks Construction, LLC** in a timely manner.
 - vi. The City of Fayetteville Facilities Director is the project representatives with respect to the services to be performed under this Agreement. The Facilities Director Representative shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

23. Cost Opinions and Projections: Cost opinions and projections prepared by the **DC Sparks Construction, LLC** relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on **DC Sparks** experience, qualifications, and judgment as a **DC Sparks Construction, LLC** professional.

24. Period of Service: This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.

- a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. VENDOR shall proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the services authorized and the time in which the services are to be completed.

CONTRACT: Bid 23-39 Fleet Shop

Expiration Date: 12/31/2021

25. Termination:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that VENDOR is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- c. If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but
 - i. No amount shall be allowed for anticipated profit on unperformed services or other work,
 - ii. Any payment due to VENDOR at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of VENDOR's default.
- d. If termination for default is effected by VENDOR, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to VENDOR for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by VENDOR relating to commitments which had become firm prior to the termination.
- e. Upon receipt of a termination action under Paragraphs above, VENDOR shall:
 - i. Promptly discontinue all affected work (unless the notice directs otherwise),
 - ii. Deliver or otherwise make available to CITY OF FAYETTEVILLE all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by VENDOR in performing this Agreement, whether completed or in process.
- f. Upon termination under sections above CITY OF FAYETTEVILLE may take over the work and may award another party an agreement to complete the work under this Agreement.
- g. If, after termination for failure of VENDOR to fulfill contractual obligations, it is determined that VENDOR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE. In such event, adjustments of the agreement price shall be made as provided in this agreement.

26. Delays

- a. In the event the services of **DC Sparks Construction, LLC** are suspended or delayed by CITY OF FAYETTEVILLE, or by other events beyond VENDOR's reasonable control, VENDOR shall be entitled to additional compensation and time for reasonable documented costs incurred by VENDOR in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by VENDOR, CITY shall be entitled to compensation and time for reasonable costs incurred in temporarily closing down or delaying the Project.

27. Rights and Benefits

- a. **DC Sparks** services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

28. Dispute Resolution

- a. **Scope of Paragraph:** The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and VENDOR which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or VENDOR in the performance of this Agreement, and disputes concerning payment.
- b. **Exhaustion of Remedies Required:** No action may be filed unless the parties first negotiate. If timely Notice is given as described in this agreement, but an action is initiated prior to exhaustion of these procedures, such action shall be stayed, upon application by either party to a court of proper jurisdiction, until the procedures in this agreement have been complied with.
- c. **Notice of Dispute**
 - i. For disputes arising prior to the making of final payment promptly after the occurrence of any incident, action, or failure to act upon which a claim is based, the party seeking relief shall serve the other party with a written Notice.
 - ii. For disputes arising within one year after the making of final payment, CITY OF FAYETTEVILLE shall give VENDOR written Notice at the address listed in this agreement within thirty (30) calendar days after occurrence of any incident, accident, or first observance of defect or damage. In both instances, the Notice shall specify the nature and amount of relief sought, the reason relief should be granted, and the appropriate portions of this Agreement that authorize the relief requested.
 - iii. **Negotiation:** Within seven (7) calendar days of receipt of the Notice, the Project Managers for CITY OF FAYETTEVILLE and VENDOR shall confer in an effort to resolve the dispute. If the dispute cannot be resolved at that level, then, upon written request of either side, the matter shall be referred to the President of VENDOR, and the Mayor of CITY OF FAYETTEVILLE or his or her designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

29. Sufficient Funds: The CITY represents to have sufficient funds or the means of obtaining funds to remit payment to **DC Sparks Construction, LLC** for services rendered by **DC Sparks**. All parties agree if funding should become insufficient to complete the project, VENDOR shall be notified in a timely manner.

30. Publications:

- a. Recognizing the importance of professional services on the part of VENDOR's employees and the importance of VENDOR's public relations, VENDOR may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to VENDOR's services for the Project. Such publications will be provided to CITY OF FAYETTEVILLE in draft form for CITY OF FAYETTEVILLE's advance review. CITY OF FAYETTEVILLE shall review such drafts promptly and provide CITY OF FAYETTEVILLE's comments to VENDOR, CITY OF FAYETTEVILLE may require deletion of proprietary data or confidential information from such publications, but otherwise CITY OF FAYETTEVILLE will not unreasonably withhold approval. Approved materials may be used in a variety of situations and do not require additional review or approval for each use. The cost of VENDOR's activities pertaining to any such publication shall be for VENDOR's account.

31. Indemnification:

- a. The CITY requires the VENDOR to indemnify, defend and hold harmless the CITY OF FAYETTEVILLE for any loss caused by negligence and from and against any and all loss where loss is caused or incurred or alleged to be caused or incurred in whole or in part as a result of the negligence or other actionable fault of the VENDOR, or their employees, agents, Subcontractors, sub consultant and Suppliers of the VENDOR.

32. Ownership of Documents:

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

33. Additional Responsibilities of VENDOR:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve Vendor of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- b. Vendor shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by Vendor's negligent performance, except beyond the Vendor's normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. Vendor's obligations under this clause are in addition to Vendor's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE may have against VENDOR for faulty materials, equipment, or work.

34. Audit and Access to Records:

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

- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements
 - ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement
 - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of VENDOR;
 - 2. If there is any indication that fraud, collusion, gross abuse or corrupt practices may be involved;
 - 3. If the sub agreement is terminated for default or for convenience.

35. Covenant Against Contingent Fees:

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

36. Gratuities:

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

37. Clarification and Understanding of all parties:

- a. The citizens of Fayetteville voted to authorize the Fayetteville City Council to issue bonds to fund this project.
- b. All parties agree and acknowledge that all funds derived from the City's sale of the bonds may only be spent or used for purposes authorized by the City voters and applicable state laws.

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

CITY OF FAYETTEVILLE, ARKANSAS

DC Sparks Construction, LLC

By: _____
Lioneld Jordan, Mayor

By: *Daniel Sparks*
Daniel Sparks

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: 9/14/2023



Bid 23-29 Addendum 1 DC Sparks Construction Supplier Response

Event Information

Number: Bid 23-29 Addendum 1
Title: Construction - Fleet Shop Expansion
Type: Invitation to Bid
Issue Date: 7/30/2023
Deadline: 8/29/2023 02:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed firms for the construction of the expansion of the City of Fayetteville's Fleet Shop. 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
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: abeilfuss@fayetteville-ar.gov

DC Sparks Construction Information

Address: 8871 Lola Jeane Ln
Rogers, AR 72756
Phone: (479) 365-2889
Email: daniel.sparks@dcsparksconst.com
Web Address: dcsparksconstruction.com

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

Alexus Sparks

Signature

Submitted at 8/29/2023 01:52:42 PM (CT)

alexus.sparks@dcsparksconst.com

Email

Requested Attachments

Bid 23-29, Bid Bond

Fleet Shop Expansion Bid
Bond.PDF

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

Bid 23-29, Required Signature Forms

Bid 23-29, FILE #00 - 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 Attributes

1 Arkansas Secretary of State Filing Number:

800199219

2 Arkansas Contractor's License Number:

0349560323

3 Check Yes or No:

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

☒ Yes, I agree

☐ No, I don't agree

4 Check Yes or No:

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

☒ Yes, I agree

☐ No, I don't agree

5 Addendum Acknowledgement

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

☒ I agree

Bid Lines**1 Bonds and Insurance**

Quantity: 1 UOM: Lump Sum Price: Total:

2 Mobilization (Maximum 5% of Total Bid)

Quantity: 1 UOM: Lump Sum Price: Total:

3 Trench and Excavation Safety

Quantity: 1 UOM: Lump Sum Price: Total:

4 Fleet Shop Expansion - Total Lump Sum (DO NOT INCLUDE PRICING FOR TRENCH AND EXCAVATION SAFETY, MOBILIZATION, OR BONDS AND INSURANCE IN THIS LINE ITEM)

Quantity: 1 UOM: Lump Sum Price: Total:

Item Notes: *This bid is being bid as a total lump sum. This line item shall include the total construction price for the entire scope of work for this bid.*

5 DEDUCTIVE ALTERNATE 1 -

Existing Wall Section (at New Metal Panels and Exterior Door) - refer to Plan Sheet A-302

(Line excluded from response total)

Quantity: 1 UOM: Lump Sum Price: Total:

Item Notes: **Please input final Deductive Alternate 1 pricing as the difference that needs to be deducted from total bid.**

6 Line deleted as part of an Addendum**7 Line deleted as part of an Addendum**

Response Total: \$427,197.00



Project Check List

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

☒

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

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

☒

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

☒

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

☒

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

☒

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

☒

Additional Information Required:

- List of Subcontractors: Submit form on Ion Wave or attach if submitting a physical bid.
- AR Secretary of State Filing #: 800199219 OR submit electronically.
- Arkansas Contractor License #: 0349560323 OR submit electronically.
- Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: **YES** or NO
- Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: **YES** or NO

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-29, CONSTRUCTION - FLEET SHOP EXPANSION

SECTION 02

BID FORM

*NAME OF FIRM: DC Sparks Construction, LLC

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name DC Sparks Construction, LLC

*BUSINESS ADDRESS: 8871 Lola Jeane Lane

*CITY: Rogers *STATE: AR *ZIP: 72756

*PHONE: (479) 365-2889

FAX: _____

*E-MAIL: bids@dcsparksconst.com

UNIQUE ENTITY NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: 273347018

AR CONTRACTORS LICENSE #: 0349560323

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 Dated: 8/23/23 Acknowledged by: Alexus Sparks

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Total Completion Time and Liquidated Damages Including Alternative: Total completion shall be **120 consecutive calendar days** from the date established in a written notice to proceed. The bidder must agree also to pay as liquidated damages, the sum of **\$200.00** for each consecutive calendar day thereafter.

The bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the bid opening.

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-29, CONSTRUCTION - FLEET SHOP EXPANSION

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

Bid 23-29, Construction - Fleet Shop Expansion

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>
MECHANICAL:	<u>Pooles Refridgeration & HVAC 15410 Winn Creek Road, West Fork, AR 72774</u>	<u>7%</u>
PLUMBING:	<u>DBJ Construction, Inc PO Box 9825, Fayetteville, AR 72703</u>	<u>2%</u>
ELECTRICAL:	<u>Dynamis Electric, LLC 3305 SW 14th Street, Bentonville, AR 72712</u>	<u>10%</u>
ROOFING AND SHEET METAL:	<u>DC Sparks Construction, LLC</u>	<u>7%</u>
Other (designate)	<u></u>	<u></u>

Upon receipt of written notice of acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions.

The bid security attached in the sum of \$ 17,700.00 is to become the property of the Owner in the event the contract and bond are not executed within the time set forth above, as liquidated damages for the delay and additional expense to the Owner caused thereby.

*BY: (PRINTED NAME) Alexus Sparks

*AUTHORIZED SIGNATURE: *Alexus Sparks*

*TITLE: Estimator

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-29, CONSTRUCTION - FLEET SHOP EXPANSION

Section 03

CONTRACTOR REFERENCES

The following information is required from all Bidders so all bids may be reviewed and properly evaluated:

COMPANY NAME: DC Sparks Construction, LLC

NUMBER OF YEARS IN BUSINESS: 12 yrs HOW LONG IN PRESENT LOCATION: 3 yrs

TOTAL NUMBER OF CURRENT EMPLOYEES: 13 FULL TIME _____ PART TIME _____

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 6 FULL TIME _____ PART TIME _____

PLEASE LIST FOUR (4) REFERENCES THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS (All fields must be completed):

1. City of Fayetteville - Fleet Truck Wash

COMPANY NAME

Fayetteville, AR, 72701

CITY, STATE, ZIP

Les McGaugh

CONTACT PERSON

(479) 575-8220

TELEPHONE

April 2021

DATE COMPLETED

lmcgaugh@fayettevillear.gov

E-MAIL ADDRESS

3. La Bodega

COMPANY NAME

Springdale, AR, 72770

CITY, STATE, ZIP

Rafael Dominguez

CONTACT PERSON

(314) 484-1649

TELEPHONE

November 2019

DATE COMPLETED

labodegaarllc@gmail.com

E-MAIL ADDRESS

2. City of Centerton - Centerton Fire Department Renovation

COMPANY NAME

Centerton, AR, 72713

CITY, STATE, ZIP

B. Edwards

CONTACT PERSON

(479) 795-2750

TELEPHONE

June 2019

DATE COMPLETED

bedwards@centertonar.us

E-MAIL ADDRESS

4. City of Rogers - Rogers Water Department Renovation

COMPANY NAME

Rogers, AR, 72756

CITY, STATE, ZIP

Mark Landis

CONTACT PERSON

(479) 936-5418

TELEPHONE

July 2023

DATE COMPLETED

marklandis@rwu.org

E-MAIL ADDRESS

CONTRACTOR REFERENCES



Bid Bond

CONTRACTOR:

(Name, legal status and address)

DC Sparks Construction, LLC

8871 Lola Jeane Lane
Rogers, AR 72756

OWNER:

(Name, legal status and address)

CITY OF FAYETTEVILLE

113 W Mountain St
Fayetteville, AR 72701

SURETY:

(Name, legal status and principal place of business)

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

MAILING ADDRESS FOR NOTICES:

Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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% of Bid Amount Five Percent of Bid Amount

PROJECT:

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

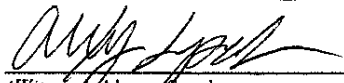
Fleet Shop Expansion for City of Fayetteville

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

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

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

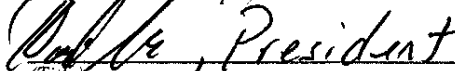
Signed and sealed this 29th day of August, 2023.


(Witness) Alexus Sparks

DC Sparks Construction, LLC

(Contractor as Principal)

(Seal)


(Title) President

The Ohio Casualty Insurance Company

(Surety)


(Title) Christine Piker - Attorney in Fact



BID-0019952

Init.

Liberty Mutual Surety vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010 Edition Bid Bond.

LMS-20862e 02/21



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company

POWER OF ATTORNEY

Principal: DC Sparks Construction, LLC

Agency Name: ROGERS INSURANCE AGENCY INC

Bond Number: BID-0019952

Obligee: CITY OF FAYETTEVILLE

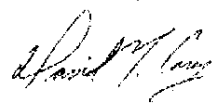
Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint **Christine Piker** in the city and state of **ROGERS, AR**, each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 28th day of March, 2021.



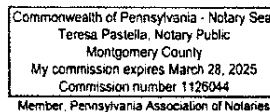
The Ohio Casualty Insurance Company

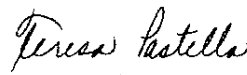
By: 
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 28th day of March, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty Insurance Company and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: 
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 29th day of August, 2023.



By: 
Renee C. Llewellyn, Assistant Secretary



Appendix C

BID TABULATION

Bid 23-29, Construction - Fleet Shop Expansion

DEADLINE: Tuesday, August 29, 2023 at 2:00 PM

Certification of Funds: \$750,000.00 (\$937,500.00 total allowed)

				DC Sparks Construction		EWI, Inc.		Ellingson Contracting (JBZ, Inc.)		SSI of Northwest Arkansas		Legacy Construction Management, Inc	
Total				\$427,197.00		\$573,095.00		\$629,800.00		\$672,137.82		\$715,000.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended	Unit	Extended
1	Bonds and Insurance	1	LS	\$10,620.00	\$10,620.00	\$13,038.00	\$13,038.00	\$17,700.00	\$17,700.00	\$34,543.32	\$34,543.32	\$10,000.00	\$10,000.00
2	Mobilization (Maximum 5% of Total Bid)	1	LS	\$18,900.00	\$18,900.00	\$2,500.00	\$2,500.00	\$25,000.00	\$25,000.00	\$33,000.00	\$33,000.00	\$35,750.00	\$35,750.00
3	Trench and Excavation Safety	1	LS	\$1,000.00	\$1,000.00	\$400.00	\$400.00	\$100.00	\$100.00	\$4,000.00	\$4,000.00	\$1.00	\$1.00
4	Fleet Shop Expansion - Total Lump Sum (DO NOT INCLUDE PRICING FOR TRENCH AND EXCAVATION SAFETY, MOBILIZATION, OR BONDS AND INSURANCE IN THIS LINE ITEM)	1	LS	\$396,677.00	\$396,677.00	\$557,157.00	\$557,157.00	\$587,000.00	\$587,000.00	\$600,594.50	\$600,594.50	\$669,249.00	\$669,249.00
TOTAL				\$427,197.00	\$427,197.00	\$573,095.00	\$573,095.00	\$629,800.00	\$629,800.00	\$672,137.82	\$672,137.82	\$715,000.00	\$715,000.00

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

Amanda P.
Amanda Bell, Sr. Purchasing Agent

K. Fitch
Kenny Fitch, Purchasing Agent

08/31/2023
Date

8/31/23
Date



MEETING OF OCTOBER 3, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Waylon Abernathy, Bond Projects & Construction Dir
DATE:
SUBJECT: RFQ-#22-12 Contract Change Order #1 for Fire Station 2 with Flintco LLC.

RECOMMENDATION:

Approval of RFQ #22-12 Change Order #1 with Flintco LLC, in the amount of \$1,703,019 for Earthwork, Concrete, Generator, and Switchgear and approve a budget adjustment.

BACKGROUND:

In October 2022, Washington county donated approximately 1.4 acres at the corner of North Street and Woolsey to the City for the construction of a new fire station. That same month, Secretary of the Department of Veterans Affairs granted a release of land restriction use.

In late October 2022, Resolution #247-22 authorized an amendment to the Architectural Services contract with Miller, Boskus, Lack Architects for the design, bid and Construction Administration for a new Fire Station.

In March of 2023, Resolution #58-23 authorized a RFQ-#22-12 contract with Flintco LLC, for Construction Management Services for a new Fire Station.

DISCUSSION:

This change order will allow for the start of the new Fire Station. It includes Site Demolition, Earthwork, Site Utilities, all building concrete, all site concrete, generator, and switchgear. Current lead times on the generator and switchgear are over 10 months.

BUDGET/STAFF IMPACT:

The contract will be expensed in the following GLACCOUNT/Project:

<u>GLACCOUNT</u>	<u>PROJECT</u>	<u>AMOUNT</u>
4710.860.7110-5804.00 - Building Costs	46100.7110.8040 - Fire Projects, Fire Station #2 Relocation, Construction	\$1,703,019.00

ATTACHMENTS: 2023-1099 SRF Fire Station-2 Change Order 1 Flintco (#3), 2023-1099 BA Fire Station-2 Change Order 1 Flintco (#4), CO#1 FS#1 COMPILED (#5), Signed CO#1 FS#1 COMPILED (#6), Affidavit of Compliance (#7)

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 #: 2023-1099

RFQ-#22-12 Contract Change Order #1 for Fire Station 2 with Flintco LLC.

A RESOLUTION TO APPROVE CHANGE ORDER #1 WITH FLINTCO, LLC IN THE AMOUNT OF \$1,703,019 FOR WORK ASSOCIATED WITH THE CONSTRUCTION OF FIRE STATION 2, AND TO APPROVE A BUDGET ADJUSTMENT - 2019 BOND PROGRAM

WHEREAS, in October 2022, Washington County donated approximately 1.4 acres at the corner of North Street and Woolsey Avenue to the City of Fayetteville for the construction of a new fire station; and,

WHEREAS, on March 2023, the City Council of the City of Fayetteville, Arkansas approved Resolution #58-23 authorizing a contract with Flintco, LLC for Construction Management Services for the new fire station; and

WHEREAS, Change Order #1 will provide for construction to begin on 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 hereby approves Change Order No. 1 with Flintco, LLC in the amount of \$1,703,019.00 for site demolition, earthwork, site utilities, building and site concrete, generator, and switchgear associated with the construction of Fire Station 2.

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

2023-1099

Item ID

10/3/2023

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

Wade Abernathy

9/15/2023

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Apporval of RFQ-#22-12 Contract Change Order with Flintco LLC, for the in the amount of \$1,703,019.00 for the Fire Station 2 Earthwork, Concrete, Generator, and Swithgear. Also approve a budget adjustment.

Budget Impact:

4710.860.7110-5804.00

Fire Projects 2022 Bonds

Account Number

Fund

46100.7110.8040

Fire Projects (2019/2022 Bonds), Fire Station #2
Relocation, Construction

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 476,253.00

Expenses (Actual+Encum)

\$ 459,796.21

Available Budget

\$ 16,456.79

Does item have a direct cost? Yes

Item Cost

\$ 1,703,019.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 1,703,019.00

Remaining Budget

\$ 16,456.79

Purchase Order Number: 2023-540

Previous Ordinance or Resolution # 58-23

V20221130

Change Order Number: 1

Approval Date:

Original Contract Number: 2023-21

Comments:

Budget Year	Division	Adjustment Number
2023	FACILITIES MANAGEMENT (140)	
	Requestor: Wade Abernathy	

Approval of RFQ-#22-12 Contract Change Order with Flintco LLC, for the in the amount of \$1,703,019.00 for the Fire Station 2 Earthwork, Concrete, Generator, and Swithgear. Also approve a budget adjustment.

COUNCIL DATE:	10/3/2023
ITEM ID#:	2023-1099
Kevin Springer	
9/15/2023 9:55 AM	
Budget Division	Date
TYPE:	D - (City Council)
JOURNAL #:	
GLDATE:	
CHKD/POSTED:	/

TOTAL		-	-				v.202398
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub.Detl			
4710.860.7110-5804.00	1,703,019	-	46100	7110.8040	EX	Building Costs	
4710.860.7999-5899.00	(1,703,019)	-	46100	7999	EX	Unallocated - Budget	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					



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Document G701® – 2017

Change Order**PROJECT:** *(Name and address)*

Fayetteville Fire Station No.2
138 W. North Street
Fayetteville Arkansas 72703

CONTRACT INFORMATION:

Contract For: General Construction

Date: March 7th, 2023

CHANGE ORDER INFORMATION:

Change Order Number: 1

Date: 9/15/2023

OWNER: *(Name and address)*

City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

ARCHITECT: *(Name and address)*

MBL Architecture
2397 Green Acres Rd,
Fayetteville, AR 72703

CONTRACTOR: *(Name and address)*

Flintco, LLC
184 E. Fanitnel Dr.
Springdale, AR 72762

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Includes the cost for work associated with WP#1 - Earthwork, Utilities, and Building & Site Concrete for the Fayetteville Fire Station No. 2 Project. The following attached documents shall be incorporated into this change order.

Date

9/15/2023

9/15/2023

9/15/2023

Description

Exhibit A - GMP Itemization

Exhibit B - Clarifications & Assumptions

Exhibit C - Enumeration of Documents

The original Guaranteed Maximum Price was

\$ 30,000.00

The net change by previously authorized Change Orders

\$ 0.00

The Guaranteed Maximum Price prior to this Change Order was

\$ 30,000.00

The Guaranteed Maximum Price will be increased by this Change Order in the amount of

\$ 1,703,019.00

The new Guaranteed Maximum Price including this Change Order will be

\$ 1,733,019.00

The Contract Time will be increased by Zero (0) days.

The new date of Substantial Completion will be TBD in CO#2

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*

Flintco, LLC

CONTRACTOR *(Firm name)*

City of Fayetteville

OWNER *(Firm name)*

SIGNATURE

SIGNATURE

SIGNATURE

PRINTED NAME AND TITLE

Brent Farmer / Vice President

PRINTED NAME AND TITLE

PRINTED NAME AND TITLE

DATE

9/15/2023

DATE

DATE



EXHIBIT A

9/15/2023

**GMP ITEMIZATION
CO#1**

<u>Group</u>	<u>Description</u>	<u>Total Amount</u>
01000	GENERAL CONDITIONS	\$ 95,564
01000	PROJECT REQUIREMENTS	\$ 139,703
03000	BID PACKAGE #3A - BUILDING & EXTERIOR CONCRETE	\$ 448,090
31000	BID PACKAGE #31A - EARTHWORK, DEMOLITION, & SITE UTILITIES	\$ 716,641
	GENERATOR AND PANEL PROCUREMENT - KOHLER AND SCHNEIDER	\$ 131,753
	SUBTOTAL:	\$ 1,531,751
	P&P BOND	\$ 16,740
	INSURANCE	\$ 10,200
	BUILDERS RISK	\$ 3,111
	OWNERS CONTRACTORS PROTECTIVE LIABILITY:	\$ 2,723
	CM CONTINGENCY:	\$ 31,290
	OWNER CONTINGENCY	\$ 27,413
	FEES	\$ 79,791
		\$ -
	FINAL	\$ 1,703,019

Clarifications and Assumptions

Exhibit “B”

Work Package #1: September 15th, 2023
Fayetteville Fire Station
#2

CLARIFICATIONS, ASSUMPTIONS, INCLUSIONS AND EXCLUSIONS**Scope of Work**

This Change Order includes labor, material, equipment, tools, and supervision required to perform the following scope of work for the new Fayetteville Fire Station #2 Facility as specifically shown in the Work Package #1 Documents.

- Earthwork & Grading
- Site Utilities
- Building & Site Concrete

All work to be performed in accordance with the Work Package #2 Construction Managers Bid Manual and drawings and specifications as listed in Exhibit C.

Code Requirements

We exclude any liability with regard to errors and omissions from the bid documents. In addition, we have assumed that the Architect/Engineer has incorporated into the bid documents all code requirements, ADA requirements and has taken all seismic design into consideration.

General Conditions & Project Requirements

General conditions have been included for a 3-month duration. General conditions have been included as a lump sum value which will be billed in equal monthly installments. Fixed General Condition Items shall mean the provision of facilities or performance of supervisory work by the Construction Manager with respect to items that are not included in one of the separate trade contracts and are not customarily so included. They shall include all of the Construction Manager's indirect costs and expenses, supervisory or general overhead costs, and personnel and benefit costs related to the administration and supervision of the work. Extension of project duration due to changes in scope of work or unforeseen conditions warrant general conditions extension as well.

Project Requirements items will be billed as cost of work; and shall include but are not limited to, cost and expenses incurred by the Construction Manager in operating and maintaining jobsite security, safety, and supporting the work from the subcontractors in the field. Example of project requirements are permits, layout, documentation photos, temporary toilets, utilities use, cleanup, waste disposal, etc.

Bonds & Insurance

General Insurance (0.6%), (OCP) Owner and Contractor Protective Liability Insurance, General Contractor Bond (1%), and Subcontractor Default Insurance (1.25%) have been included.

Quality Control Services

Costs for testing and special inspection services shall be provided by Owner and are excluded. We will provide coordination and scheduling of said services. These services include, but are not limited to engineering testing services, engineering observation and LEED consultation and testing.

Delays

If the Contractor is delayed at any time in the progress of the work by labor disputes, unavoidable casualties, changes in the work, or any other causes beyond Contractor's control, the time of completion shall be extended. Claims for extension of time and/or adjustments to the Contract Sum shall be made within a reasonable time after the occurrence of the delay.

This proposal excludes any time delays and cost increases arising from or related to the COVID-19 virus and any government or other third-party action in response thereto.

Permits and Fees

The Architect/Engineer is responsible for permit submission and acceptance by the City of Fayetteville and other Authorities Having Jurisdiction (AHJ).

The Owner is responsible for the cost of the building permits, tap fees, impact fees, and meters.

Allowances, Contingency, Fees

The following are included:

- | | |
|--------------------------------|----------|
| 1. Contractor Contingency (2%) | \$31,290 |
| 2. Owner Contingency | \$27,413 |

General Inclusions/Exclusions

1. Typical hours of construction operations are 7 am through 7 pm.
2. Certain construction procedures such as concrete placement and material deliveries require work outside of normal hours. Work will be scheduled with onsite personnel.
3. Unforeseen conditions and/or items not located and shown on plans are not included in the GMP.
4. Includes the relocation of two (2) sheds onsite. The sheds are assumed to be structurally sound enough to make the relocation. Flintco does not warrant the sheds to be damage free after the move.
5. Excludes the reconnection of electrical to the relocated sheds.
6. Excludes all Mechanical, Electrical, Technology, and Plumbing. This work will be included in a future change order.
7. New utilities which route within the drip line of trees scheduled to remain may cause harm to the trees. Flintco excludes all liability for work scheduled to be completed within tree drip lines.

Divisions 3 – Building & Site Concrete

No Exceptions

Divisions 22 / 23/ 26 /27– Mechanical, Electrical, Plumbing, Communications

- Includes the supply only of the electrical generator, gear, and panels. Excludes all installation.
- Includes the relocation of the UAMS fiberoptic line. This line will be rerouted on adjacent light poles which are scheduled to remain. Excludes the routing a conduit and new fiberoptic line below grade.
- Includes disconnecting the existing light poles to be removed. Excludes the cost to run new conduit and wire to serve poles to remain.
- Includes the removal of electrical to the 2 existing sheds to be relocated onsite. Does not include the cost to circuit new power to these structures.
- Excludes all other work associated with the Mechanical, Electrical & Plumbing, and Low Voltage systems.

Division 31 /33 – Earthwork & Site Utilities

- All work to be completed in accordance with the geotechnical report provided by McClelland Consulting Engineers dated February 2nd, 2023.
- Excludes removal of unsuitable soils and hazardous materials.
- Rock excavation has been excluded.
- Price assumes existing composite storm inlet structure AO can be reused. Existing box will be revised with new lid to match drawings. The full replacement of this structure is excluded.
- Excludes lowering of the existing gas line. This work is to be coordinated and executed by others.

END OF DOCUMENT

EXHIBIT C
ENUMERATION OF DOCUMENTS

Drawing No.	Drawing Title	Revision	Drawing Date	Set Name
GENERAL				
G0.0	COVERSHEET	1	8/18/2023	50% CD's
CIVIL				
C0.0	CIVIL COVERSHEET	1	8/18/2023	SITE AND FOUNDATION CD'S
C0.1	GENERAL NOTES	1	8/18/2023	SITE AND FOUNDATION CD'S
C1.0	DEMOLITION PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
C1.1	SITE & PAVING PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
C2.0	GRADING PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
C3.0	UTILITY PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
C3.1	FIRE PLAN & PROFILE	1	8/18/2023	SITE AND FOUNDATION CD'S
C3.2	STORM PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
C3.3	STORM PLAN & PROFILE I	1	8/18/2023	SITE AND FOUNDATION CD'S
C3.4	STORM PLAN & PROFILE II	1	8/18/2023	SITE AND FOUNDATION CD'S
C3.5	STORM PLAN & PROFILE III	1	8/18/2023	SITE AND FOUNDATION CD'S
C4.0	EROSION CONTROL PLAN PH. 1	1	8/18/2023	SITE AND FOUNDATION CD'S
C4.1	EROSION CONTROL PLAN PH. 2	1	8/18/2023	SITE AND FOUNDATION CD'S
C4.2	EROSION CONTROL DETAILS SHEET 1	1	8/18/2023	SITE AND FOUNDATION CD'S
C4.3	EROSION CONTROL DETAILS SHEET 2	1	8/18/2023	SITE AND FOUNDATION CD'S
C5.0	DETAILS SHEET 1	1	8/18/2023	SITE AND FOUNDATION CD'S
C5.1	DETAILS SHEET 2	1	8/18/2023	SITE AND FOUNDATION CD'S
C5.2	DETAILS SHEET 3	1	8/18/2023	SITE AND FOUNDATION CD'S
C5.3	DETAILS SHEET 4	1	8/18/2023	SITE AND FOUNDATION CD'S
C5.4	DETAILS SHEET 5	1	8/18/2023	SITE AND FOUNDATION CD'S
C5.5	DETAILS SHEET 6	1	8/18/2023	SITE AND FOUNDATION CD'S
C5.6	DETAILS SHEET 7	1	8/18/2023	SITE AND FOUNDATION CD'S
LANDSCAPE				
L1.0	LANDSCAPE PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
L1.1	LANDSCAPE NOTES & DETAILS	1	8/18/2023	SITE AND FOUNDATION CD'S
L2.0	TREE PRESERVATION PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
STRUCTURAL				
S0.1	GENERAL NOTES	1	8/18/2023	SITE AND FOUNDATION CD'S
S0.2	SPECIAL INSPECTIONS	1	8/18/2023	SITE AND FOUNDATION CD'S
S1.1A	FOUNDATION PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
S1.1B	FOUNDATION PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
S2.1	TYP FOUNDATION DETAILS	1	8/18/2023	SITE AND FOUNDATION CD'S
S2.2	FOUNDATION SECTIONS	0	8/18/2023	SITE AND FOUNDATION CD'S
S2.3	FOUNDATION SECTIONS	1	8/18/2023	SITE AND FOUNDATION CD'S
CURRENT SPECIFICATIONS				
Number	Description	Revision	Issued Date	Set Name
00 - Procurement and Contracting Requirements				
00 31 32	Geotechnical Data	0	8/18/2023	Early Site Grading & Foundation Package
00 31 43	Environmental Compliance	0	8/18/2023	Early Site Grading & Foundation Package
01 - General Requirements				
01 26 00	Contract Modification Procedures	2	8/18/2023	Early Site Grading & Foundation Package
01 29 00	Payment Procedures	2	8/18/2023	Early Site Grading & Foundation Package

EXHIBIT C
ENUMERATION OF DOCUMENTS

01 33 00	Submittal Procedures	0	8/18/2023	Early Site Grading & Foundation Package
01 40 00	Quality Requirements	2	8/18/2023	Early Site Grading & Foundation Package
01 45 29	Testing And Inspection Services	0	8/18/2023	Early Site Grading & Foundation Package
01 50 00	Construction Facilities and Temporary Controls	0	8/18/2023	Early Site Grading & Foundation Package
01 60 00	Product Requirements	2	8/18/2023	Early Site Grading & Foundation Package
01 73 00	Execution	2	8/18/2023	Early Site Grading & Foundation Package
01 74 19	Construction Waste Management	2	8/18/2023	Early Site Grading & Foundation Package
01 77 00	Closeout Procedures	2	8/18/2023	Early Site Grading & Foundation Package
03 - Concrete				
03 30 00	Cast-In-Place Concrete	0	8/18/2023	Early Site Grading & Foundation Package
04 - Masonry				
04 20 00	Unit Masonry	2	8/18/2023	Early Site Grading & Foundation Package
05 - Metals				
05 12 00	Structural Steel Framing	2	8/18/2023	Early Site Grading & Foundation Package
05 21 00	Steel Joist Framing	2	8/18/2023	Early Site Grading & Foundation Package
05 31 00	Steel Decking	2	8/18/2023	Early Site Grading & Foundation Package
05 50 00	Metal Fabrications And Miscellaneous Metals	2	8/18/2023	Early Site Grading & Foundation Package
06 - Woods, Plastics, & Composite Products				
06 10 00	Carpentry	2	8/18/2023	Early Site Grading & Foundation Package
06 18 00	Glue Laminated Structural Units	2	8/18/2023	Early Site Grading & Foundation Package
31 - Earthwork				
31 10 00	Site Clearing and Demolition	0	8/18/2023	Early Site Grading & Foundation Package
31 20 00	Earthwork	0	8/18/2023	Early Site Grading & Foundation Package
31 23 19	Dewatering	0	8/18/2023	Early Site Grading & Foundation Package
31 31 00	Soil Treatment	2	8/18/2023	Early Site Grading & Foundation Package
32 - Exterior Improvements				
32 13 13	Concrete Paving	0	8/18/2023	Early Site Grading & Foundation Package
33 - Utilities				
33 05 00	Common Work Results for Utilities	0	8/18/2023	Early Site Grading & Foundation Package

EXHIBIT C
ENUMERATION OF DOCUMENTS

33 20 00	Standard Specifications for Design and Construction	0	8/18/2023	Early Site Grading & Foundation Package
33 41 00	Storm Drainage	0	8/18/2023	Early Site Grading & Foundation Package



AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address)
Fayetteville Fire Station No.2
138 W. North Street
Fayetteville Arkansas 72703

CONTRACT INFORMATION:
Contract For: General Construction

Date: March 7th, 2023

CHANGE ORDER INFORMATION:
Change Order Number: 1

Date: 9/15/2023

OWNER: (Name and address)
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

ARCHITECT: (Name and address)
MBL Architecture
2397 Green Acres Rd,
Fayetteville, AR 72703

CONTRACTOR: (Name and address)
Flintco, LLC
184 E. Fanitnel Dr.
Springdale, AR 72762

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Includes the cost for work associated with WP#1 - Earthwork, Utilities, and Building & Site Concrete for the Fayetteville Fire Station No. 2 Project. The following attached documents shall be incorporated into this change order.

Date	Description
9/15/2023	Exhibit A - GMP Itemization
9/15/2023	Exhibit B - Clarifications & Assumptions
9/15/2023	Exhibit C - Enumeration of Documents

The original Guaranteed Maximum Price was	\$	30,000.00
The net change by previously authorized Change Orders	\$	0.00
The Guaranteed Maximum Price prior to this Change Order was	\$	30,000.00
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$	1,703,019.00
The new Guaranteed Maximum Price including this Change Order will be	\$	1,733,019.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be TBD in CO#2

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

MBL Architecture

ARCHITECT (Firm name)

SIGNATURE

Audy G. Lack

PRINTED NAME AND TITLE

09.15.2023

DATE

Flintco, LLC

CONTRACTOR (Firm name)

SIGNATURE

Brent Farmer / Vice President

PRINTED NAME AND TITLE

9/15/2023

DATE

City of Fayetteville

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE



EXHIBIT A

9/15/2023

**GMP ITEMIZATION
CO#1**

<u>Group</u>	<u>Description</u>	<u>Total Amount</u>
01000	GENERAL CONDITIONS	\$ 95,564
01000	PROJECT REQUIREMENTS	\$ 139,703
03000	BID PACKAGE #3A - BUILDING & EXTERIOR CONCRETE	\$ 448,090
31000	BID PACKAGE #31A - EARTHWORK, DEMOLITION, & SITE UTILITIES	\$ 716,641
	GENERATOR AND PANEL PROCUREMENT - KOHLER AND SCHNEIDER	\$ 131,753
	SUBTOTAL:	\$ 1,531,751
	P&P BOND	\$ 16,740
	INSURANCE	\$ 10,200
	BUILDERS RISK	\$ 3,111
	OWNERS CONTRACTORS PROTECTIVE LIABILITY:	\$ 2,723
	CM CONTINGENCY:	\$ 31,290
	OWNER CONTINGENCY	\$ 27,413
	FEES	\$ 79,791
		\$ -
	FINAL	\$ 1,703,019

Clarifications and Assumptions

Exhibit “B”

Work Package #1: September 15th, 2023
Fayetteville Fire Station
#2

CLARIFICATIONS, ASSUMPTIONS, INCLUSIONS AND EXCLUSIONS**Scope of Work**

This Change Order includes labor, material, equipment, tools, and supervision required to perform the following scope of work for the new Fayetteville Fire Station #2 Facility as specifically shown in the Work Package #1 Documents.

- Earthwork & Grading
- Site Utilities
- Building & Site Concrete

All work to be performed in accordance with the Work Package #2 Construction Managers Bid Manual and drawings and specifications as listed in Exhibit C.

Code Requirements

We exclude any liability with regard to errors and omissions from the bid documents. In addition, we have assumed that the Architect/Engineer has incorporated into the bid documents all code requirements, ADA requirements and has taken all seismic design into consideration.

General Conditions & Project Requirements

General conditions have been included for a 3-month duration. General conditions have been included as a lump sum value which will be billed in equal monthly installments. Fixed General Condition Items shall mean the provision of facilities or performance of supervisory work by the Construction Manager with respect to items that are not included in one of the separate trade contracts and are not customarily so included. They shall include all of the Construction Manager's indirect costs and expenses, supervisory or general overhead costs, and personnel and benefit costs related to the administration and supervision of the work. Extension of project duration due to changes in scope of work or unforeseen conditions warrant general conditions extension as well.

Project Requirements items will be billed as cost of work; and shall include but are not limited to, cost and expenses incurred by the Construction Manager in operating and maintaining jobsite security, safety, and supporting the work from the subcontractors in the field. Example of project requirements are permits, layout, documentation photos, temporary toilets, utilities use, cleanup, waste disposal, etc.

Bonds & Insurance

General Insurance (0.6%), (OCP) Owner and Contractor Protective Liability Insurance, General Contractor Bond (1%), and Subcontractor Default Insurance (1.25%) have been included.

Quality Control Services

Costs for testing and special inspection services shall be provided by Owner and are excluded. We will provide coordination and scheduling of said services. These services include, but are not limited to engineering testing services, engineering observation and LEED consultation and testing.

Delays

If the Contractor is delayed at any time in the progress of the work by labor disputes, unavoidable casualties, changes in the work, or any other causes beyond Contractor's control, the time of completion shall be extended. Claims for extension of time and/or adjustments to the Contract Sum shall be made within a reasonable time after the occurrence of the delay.

This proposal excludes any time delays and cost increases arising from or related to the COVID-19 virus and any government or other third-party action in response thereto.

Permits and Fees

The Architect/Engineer is responsible for permit submission and acceptance by the City of Fayetteville and other Authorities Having Jurisdiction (AHJ).

The Owner is responsible for the cost of the building permits, tap fees, impact fees, and meters.

Allowances, Contingency, Fees

The following are included:

- | | |
|--------------------------------|----------|
| 1. Contractor Contingency (2%) | \$31,290 |
| 2. Owner Contingency | \$27,413 |

General Inclusions/Exclusions

1. Typical hours of construction operations are 7 am through 7 pm.
2. Certain construction procedures such as concrete placement and material deliveries require work outside of normal hours. Work will be scheduled with onsite personnel.
3. Unforeseen conditions and/or items not located and shown on plans are not included in the GMP.
4. Includes the relocation of two (2) sheds onsite. The sheds are assumed to be structurally sound enough to make the relocation. Flintco does not warrant the sheds to be damage free after the move.
5. Excludes the reconnection of electrical to the relocated sheds.
6. Excludes all Mechanical, Electrical, Technology, and Plumbing. This work will be included in a future change order.
7. New utilities which route within the drip line of trees scheduled to remain may cause harm to the trees. Flintco excludes all liability for work scheduled to be completed within tree drip lines.

Divisions 3 – Building & Site Concrete

No Exceptions

Divisions 22 / 23/ 26 /27– Mechanical, Electrical, Plumbing, Communications

- Includes the supply only of the electrical generator, gear, and panels. Excludes all installation.
- Includes the relocation of the UAMS fiberoptic line. This line will be rerouted on adjacent light poles which are scheduled to remain. Excludes the routing a conduit and new fiberoptic line below grade.
- Includes disconnecting the existing light poles to be removed. Excludes the cost to run new conduit and wire to serve poles to remain.
- Includes the removal of electrical to the 2 existing sheds to be relocated onsite. Does not include the cost to circuit new power to these structures.
- Excludes all other work associated with the Mechanical, Electrical & Plumbing, and Low Voltage systems.

Division 31 /33 – Earthwork & Site Utilities

- All work to be completed in accordance with the geotechnical report provided by McClelland Consulting Engineers dated February 2nd, 2023.
- Excludes removal of unsuitable soils and hazardous materials.
- Rock excavation has been excluded.
- Price assumes existing composite storm inlet structure AO can be reused. Existing box will be revised with new lid to match drawings. The full replacement of this structure is excluded.
- Excludes lowering of the existing gas line. This work is to be coordinated and executed by others.

END OF DOCUMENT

EXHIBIT C
ENUMERATION OF DOCUMENTS

Drawing No.	Drawing Title	Revision	Drawing Date	Set Name
GENERAL				
G0.0	COVERSHEET	1	8/18/2023	50% CD's
CIVIL				
C0.0	CIVIL COVERSHEET	1	8/18/2023	SITE AND FOUNDATION CD'S
C0.1	GENERAL NOTES	1	8/18/2023	SITE AND FOUNDATION CD'S
C1.0	DEMOLITION PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
C1.1	SITE & PAVING PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
C2.0	GRADING PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
C3.0	UTILITY PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
C3.1	FIRE PLAN & PROFILE	1	8/18/2023	SITE AND FOUNDATION CD'S
C3.2	STORM PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
C3.3	STORM PLAN & PROFILE I	1	8/18/2023	SITE AND FOUNDATION CD'S
C3.4	STORM PLAN & PROFILE II	1	8/18/2023	SITE AND FOUNDATION CD'S
C3.5	STORM PLAN & PROFILE III	1	8/18/2023	SITE AND FOUNDATION CD'S
C4.0	EROSION CONTROL PLAN PH. 1	1	8/18/2023	SITE AND FOUNDATION CD'S
C4.1	EROSION CONTROL PLAN PH. 2	1	8/18/2023	SITE AND FOUNDATION CD'S
C4.2	EROSION CONTROL DETAILS SHEET 1	1	8/18/2023	SITE AND FOUNDATION CD'S
C4.3	EROSION CONTROL DETAILS SHEET 2	1	8/18/2023	SITE AND FOUNDATION CD'S
C5.0	DETAILS SHEET 1	1	8/18/2023	SITE AND FOUNDATION CD'S
C5.1	DETAILS SHEET 2	1	8/18/2023	SITE AND FOUNDATION CD'S
C5.2	DETAILS SHEET 3	1	8/18/2023	SITE AND FOUNDATION CD'S
C5.3	DETAILS SHEET 4	1	8/18/2023	SITE AND FOUNDATION CD'S
C5.4	DETAILS SHEET 5	1	8/18/2023	SITE AND FOUNDATION CD'S
C5.5	DETAILS SHEET 6	1	8/18/2023	SITE AND FOUNDATION CD'S
C5.6	DETAILS SHEET 7	1	8/18/2023	SITE AND FOUNDATION CD'S
LANDSCAPE				
L1.0	LANDSCAPE PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
L1.1	LANDSCAPE NOTES & DETAILS	1	8/18/2023	SITE AND FOUNDATION CD'S
L2.0	TREE PRESERVATION PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
STRUCTURAL				
S0.1	GENERAL NOTES	1	8/18/2023	SITE AND FOUNDATION CD'S
S0.2	SPECIAL INSPECTIONS	1	8/18/2023	SITE AND FOUNDATION CD'S
S1.1A	FOUNDATION PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
S1.1B	FOUNDATION PLAN	1	8/18/2023	SITE AND FOUNDATION CD'S
S2.1	TYP FOUNDATION DETAILS	1	8/18/2023	SITE AND FOUNDATION CD'S
S2.2	FOUNDATION SECTIONS	0	8/18/2023	SITE AND FOUNDATION CD'S
S2.3	FOUNDATION SECTIONS	1	8/18/2023	SITE AND FOUNDATION CD'S
CURRENT SPECIFICATIONS				
Number	Description	Revision	Issued Date	Set Name
00 - Procurement and Contracting Requirements				
00 31 32	Geotechnical Data	0	8/18/2023	Early Site Grading & Foundation Package
00 31 43	Environmental Compliance	0	8/18/2023	Early Site Grading & Foundation Package
01 - General Requirements				
01 26 00	Contract Modification Procedures	2	8/18/2023	Early Site Grading & Foundation Package
01 29 00	Payment Procedures	2	8/18/2023	Early Site Grading & Foundation Package

EXHIBIT C
ENUMERATION OF DOCUMENTS

01 33 00	Submittal Procedures	0	8/18/2023	Early Site Grading & Foundation Package
01 40 00	Quality Requirements	2	8/18/2023	Early Site Grading & Foundation Package
01 45 29	Testing And Inspection Services	0	8/18/2023	Early Site Grading & Foundation Package
01 50 00	Construction Facilities and Temporary Controls	0	8/18/2023	Early Site Grading & Foundation Package
01 60 00	Product Requirements	2	8/18/2023	Early Site Grading & Foundation Package
01 73 00	Execution	2	8/18/2023	Early Site Grading & Foundation Package
01 74 19	Construction Waste Management	2	8/18/2023	Early Site Grading & Foundation Package
01 77 00	Closeout Procedures	2	8/18/2023	Early Site Grading & Foundation Package
03 - Concrete				
03 30 00	Cast-In-Place Concrete	0	8/18/2023	Early Site Grading & Foundation Package
04 - Masonry				
04 20 00	Unit Masonry	2	8/18/2023	Early Site Grading & Foundation Package
05 - Metals				
05 12 00	Structural Steel Framing	2	8/18/2023	Early Site Grading & Foundation Package
05 21 00	Steel Joist Framing	2	8/18/2023	Early Site Grading & Foundation Package
05 31 00	Steel Decking	2	8/18/2023	Early Site Grading & Foundation Package
05 50 00	Metal Fabrications And Miscellaneous Metals	2	8/18/2023	Early Site Grading & Foundation Package
06 - Woods, Plastics, & Composite Products				
06 10 00	Carpentry	2	8/18/2023	Early Site Grading & Foundation Package
06 18 00	Glue Laminated Structural Units	2	8/18/2023	Early Site Grading & Foundation Package
31 - Earthwork				
31 10 00	Site Clearing and Demolition	0	8/18/2023	Early Site Grading & Foundation Package
31 20 00	Earthwork	0	8/18/2023	Early Site Grading & Foundation Package
31 23 19	Dewatering	0	8/18/2023	Early Site Grading & Foundation Package
31 31 00	Soil Treatment	2	8/18/2023	Early Site Grading & Foundation Package
32 - Exterior Improvements				
32 13 13	Concrete Paving	0	8/18/2023	Early Site Grading & Foundation Package
33 - Utilities				
33 05 00	Common Work Results for Utilities	0	8/18/2023	Early Site Grading & Foundation Package

EXHIBIT C
ENUMERATION OF DOCUMENTS

33 20 00	Standard Specifications for Design and Construction	0	8/18/2023	Early Site Grading & Foundation Package
33 41 00	Storm Drainage	0	8/18/2023	Early Site Grading & Foundation Package

**AFFIDAVIT OF COMPLIANCE
CONSTRUCTION MANAGER-AT-RISK**

PROJECT: #23082 Fayetteville Fire Station #2

I, **Brent Farmer**, having been first duly sworn and authorized, provide this Affidavit for and on behalf of **Flintco, LLC** and state the following in reference to the project solicited and Contracted under RFQ (Ex 22-12,) and applicable to Change Order # (1):

1. My name is **Brent Farmer** and I am the **VP/Area Manager for Flintco, LLC**. I am qualified and authorized to execute this affidavit.
2. **Brent Farmer**, pursuant to its contract with the City of Fayetteville, hereby certifies that it has reviewed the provisions set forth in Ark. Code Ann. § 14-58-1001, and verifies that it has complied with that statute and all other applicable rules and regulations, whether recited in §14-58-1001 or elsewhere in Arkansas law, for the above-identified project.
3. The City of Fayetteville shall be held harmless and indemnified for any disputes that arise regarding the procurement and bidding processes performed by Flintco, LLC.

FURTHER AFFIANT SAYETH NOT.

Signed this 14th day of September, 2023.

Brent Farmer

PRINTED NAME

VP Area Manager

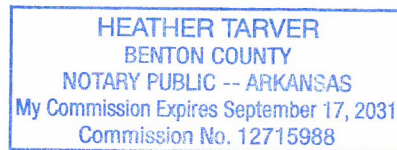
TITLE



SIGNATURE

STATE OF Arkansas)

COUNTY OF Washington)



Subscribed and sworn to before me, a Notary Public, this 14th day of September, 2023.



Notary Public

SEAL

My Commission Expires: 9-17-31



MEETING OF OCTOBER 3, 2023

TO: Mayor Jordan and City Council
THRU: Terry Gulley, Asst Public Works Director - Ops
FROM: Ross Jackson, Jr., Fleet Operations Superintendent
DATE:
SUBJECT: RIGGS CAT EQUIPMENT

RECOMMENDATION:

A RESOLUTION TO APPROVE THE PURCHASE OF ONE CATERPILLAR 420 BACKHOE LOADER AND ONE CATERPILLAR 304 COMPACT RADIUS EXCAVATOR FROM RIGGS CATERPILLAR EQUIPMENT OF SPRINGDALE ARKANSAS FOR THE TOTAL AMOUNT OF \$221,563 PLUS ANY ADDITIONAL TAXES AND FREIGHT CHARGES PURSUENT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT #03211CAT AND APPROVE TWO BUDGET ADJUSTMENTS.

BACKGROUND:

On 07/15/2023 Water Sewer Unit 840 was involved in a multi-vehicle accident returning from a water leak that rolled over a trailer with Mini-Excavator unit 840 on it. Even though it was securely attached to the trailer, the mini excavator incurred enough damage to consider it a total loss. Fleet recommends a like unit will be purchased in its place.

Recycle and trash collection unit 697u is a 2012 CAT 420E Backhoe that has reached and surpassed replacement and the Material Recovery Facility is in need of a new unit for front line operation as opposed to another used unit off the surplus line. 697u is also in need of numerous costly repairs and Fleet recommends replacing this unit at this time.

DISCUSSION:

Both replacement units are available and able to be delivered in a timely manner upon approval and issue of a purchase order and can be delivered mid to late October currently.

BUDGET/STAFF IMPACT:

Both units were not planned 2023 purchases, but due to the needs of both departments, a budget adjustment is being submitted combining the to-date replacement costs collected from Fleet of each unit and funds from each department for the difference.

ATTACHMENTS: 2023-1086 SRF (#3), 2023-1086 BA - SWST_F057 (#4), 2023-1086 BA - WSEW_F039 (#5), 8/31/23 Sourcewell Quote - 164404-02 (#6), 8/30/23 Sourcewell Quote - 154263-01 (#7)

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 #: 2023-1086

RIGGS CAT EQUIPMENT

A RESOLUTION TO APPROVE THE PURCHASE OF ONE CATERPILLAR BACKHOE LOADER AND ONE CATERPILLAR EXCAVATOR FROM RIGGS CATERPILLAR EQUIPMENT FOR THE TOTAL AMOUNT OF \$221,563.00, PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES, PURSUANT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, on July 15, 2023, Water Sewer Mini-Excavator Unit 840 was involved in a multi-vehicle accident and incurred enough damage to consider it a total loss; and

WHEREAS, Recycle and Trash Collection Unit 697u is a 2012 CAT 420E backhoe that has reached and surpassed replacement.

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 purchase of one Caterpillar 420 backhoe loader and one Caterpillar 304 compact radius excavator from Riggs Caterpillar Equipment of Springdale, Arkansas for the total amount of \$221,563.00, plus any applicable taxes and freight charges, pursuant to Sourcewell Cooperative Purchasing Contract #03211CAT.

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

2023-1086

Item ID

10/3/2023

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

Ross Jackson

9/7/2023

FLEET OPERATIONS (770)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE THE PURCHASE OF ONE CATERPILLER 420 BACKHOE LOADER AND ONE CATERPILLER 304 COMPACT RADIUS EXCAVATOR FROM RIGGS CATERPILLER EQUIPMENT OF SPRINGDALE ARKANSAS FOR THE TOTAL AMOUNT OF \$221,563 PLUS ANY ADDITIONAL TAXES AND FREIGHT CHARGES PURSUENT TO A SOURCEWELL COOPERATIVE PURCHASING CONTRACT #03211CAT AND APPROVE A BUDGET ADJUSTMENT.

Budget Impact:

9700.770.1920-5802.00

Shop

Account Number

Fund

02077

Construction Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 3,187,090.00

Expenses (Actual+Encum)

\$ 2,081,919.51

Available Budget

\$ 1,105,170.49

Does item have a direct cost? Yes

Item Cost

\$ 221,563.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 221,563.00

Remaining Budget

\$ 1,105,170.49

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

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

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Current used unit, 697U (SWST_F057), is twice over due its usable life cycle. The unit currently needs and extensive amount of work done. The cost of which is not justifiable for how worn out the unit is. A new backhoe loader would be better suited to the work required of it in RTC.

The unit will be purchased through Sourcewell with cooperating purchasing contract with Riggs.

	COUNCIL DATE:	10/3/2023
	ITEM ID#:	2023-1086
	<i>Holly Black</i>	
	<i>9/14/2023 10:53 AM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
RESOLUTION/ORDINANCE	CHKD/POSTED:	/

TOTAL	251,847	251,847					v.202388
	Increase / (Decrease)		Project.Sub#				
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name	
5500.750.5000-4999.99	-	104,245			RE	Use Fund Balance - Current	
5500.750.5060-7602.70	104,245	-	59700	5500	EX	Transfers To Funds - Shop	
9700.770.1920-6602.50	-	104,245	02077	2023	RE	Transfer from Fund - Solid Waste	
9700.770.1920-5802.00	147,602	-	02077	2023	EX	Vehicles & Equipment - base	
9700.770.1910-4999.99	-	43,357			RE	Use Fund Balance - Current	
	-	-					
	-	-					
	-	-					
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City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

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

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

On 07/15/2023 Water Sewer Unit 840 was involved in a multi-vehicle accident returning from a water leak that rolled over a trailer with Mini-Excavator unit 840 on it. Even though it was securely attached to the trailer, the mini excavator incurred enough damage to consider it a total loss. Fleet recommends a like unit will be purchased in its place. Unit 840 (WSEW_F039) will be purchased through Sourcewell with cooperating purchasing contract with Riggs.

RESOLUTION/ORDINANCE	COUNCIL DATE:	10/3/2023
	ITEM ID#:	2023-1086
	<i>Holly Black</i>	
	<i>9/14/2023 10:54 AM</i>	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/

TOTAL	73,961	73,961					v.202388
	Increase / (Decrease)		Project.Sub#				
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name	
5400.720.1840-5801.00	(30,000)	-	13019	1	EX	Fixed Assets	
5400.720.1840-5210.00	(30,837)	-	13019	1	EX	Minor Equipment	
5400.720.1840-7602.70	60,837	-	13019	1	EX	Transfers To Funds - Shop	
9700.770.1920-5802.00	73,961	-	02077	2023	EX	Vehicles & Equipment - base	
9700.770.1920-6602.40	-	60,837	02077	2023	RE	Transfer from Fund - Water & Sewer	
9700.770.1910-4999.99	-	13,124			RE	Use Fund Balance - Current	
	-	-					
	-	-					
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Aug 31, 2023

CITY OF FAYETTEVILLE
1525 S HAPPY HOLLOW RD
FAYETTEVILLE, Arkansas 72701-7258

Attention: ROSS JACKSON
RE: 164404-02

Dear Ross Jackson,

We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 420 Backhoe Loader with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: H8T4124 **SERIAL NUMBER:** 0H8T04124 **YEAR:** 2023 **SMU:** 0

SELL PRICE	\$147,602.00
EXT WARRANTY	Included
CSA	Included
NET BALANCE DUE	\$147,602.00
BEFORE TAX BALANCE	\$147,602.00

Sourcwell Cooperative Contract # 032119CAT

ADDITIONAL CONSIDERATIONS

- Quoted pricing and finance terms are based on current available market pricing and are subject to change.
- Machine pricing is not guaranteed until Purchase Order is signed and accepted. Purchase Order will be available within 120 days of the scheduled machine ship date from manufacturer.
- Financing terms, including interest rates, residuals, and other associated items will not be guaranteed until finance documents are generated at time of machine delivery to customer.
- By signing this quote, Riggs will initiate the machine ordering process for the equipment quoted.
-

Additional cost to delete general purpose bucket add a multi-purpose clam shell loader bucket = \$3,011.00

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Full Machine
Extended Warranty: 36 MO/5000 HR POWERTRAIN + HYDRAULICS + TECH (Tier 4)
CSA 24 MO/1000 HR PARTS ONLY CVA

Thank you for your interest in Riggs CAT and Caterpillar products for your business needs.If there are any questions, please do not hesitate to contact me.

Sincerely,

Steve Smith
Machine Sales Representative Riggs CAT
Steves@jariggs.com
+1 (479) 601-1330

Accepted by _____ on _____

Signature

One (1) New Caterpillar Model: 420 Backhoe Loader with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

BOOMS, STICKS, AND LINKAGES -BACKHOE -- 14'4" Center pivot backhoe -4.3 Meters -- Boom and swing transport locks -- Pilot operated backhoe and -electro hydraulic stabilizer controls -- Street type stabilizer shoes -- Anti-drift hydraulics (boom, stick, -and E-stick) -- Cat Cushion Swing(tm) system -LOADER -- Single Tilt Loader -- Lift cylinder brace -- Self-leveling loader with single -lever control -- Return-to-dig -(automatic bucket positioner) -- Transmission neutralizer switch -- Bucket level indicator -

POWERTRAIN -- Water separator -- Thermal starting aid system -- Dry type axial seal air cleaner with -integral precleaner -- Automatic dust ejection system -- Filter condition indicator -- Hydraulically boosted multi-plate -wet disk brake with dual pedals & -interlock -- Differential lock -- Torque converter -- Transmission-four speed manual shift -- Neutral safety switch -- Spin-on filters for -Fuel -Engine oil -Transmission oil -- Outboard Planetary Rear Axles -- Diesel particulate filter -- Hydrostatic power steering

HYDRAULICS -- Pilot hoe and mechanical loader -controls -- Load sensing, variable flow system -with 43 gpm (162 L/min) axial piston -pump -- 6 micron hydraulic filter -- Caterpillar XT-3 hose -- Hydraulic oil cooler -- Pilot control shutoff switch -- Flow-sharing hydraulic valves -- Hydraulic suction strainer -

ELECTRICAL -- 12 volt electrical start -- Horn, front and rear -- Backup alarm -- Hazard flashers/turn signals -- Halogen head lights (2) -- Halogen rear flood lights (2) -- Stop and tail lights -- Audible system fault alarm -- Key start/stop system -- 850 CCA maintenance free battery -- Battery disconnect switch -- External Power Receptacle (12v) -- Diagnostic ports for engine and -machine Electronic Control Modules

OPERATOR ENVIRONMENT -- Interior rearview mirror -- ROPS canopy, Rear Fenders -- 2-inch (50mm) retractable seat belt -- Tilt steering column -- Steering knob -- Hand and foot throttle -- Automatic Engine Speed Control -- One Touch Low Idle -- Floor mat and Coat Strap -- Lockable storage area -- Air suspension seat -

FLUIDS -- Antifreeze - Extended Life Coolant --20F (-30C)

OTHER STANDARD EQUIPMENT -- Standard Storage Box -- Transport tie-down points -- Ground line fill fuel tank with -42.3 gal (160L) capacity & 5 gal (19L) -diesel exhaust fluid -- Rubber impact strips on radiator -guard -- CD-ROM Parts Manual -- Safety Manual -- Operations and Maintenance Manual -- Lockable hood -- Tire Valve Stem Protection

MACHINE SPECIFICATIONS

420 BACKHOE LOADER
PRODUCT LINK, CELLULAR, PLE643
SOLID RUBBER TIRES
SEAT, DELUXE FABRIC, AIR RIDE
PLATE GROUP - BOOM WEAR PLATE PROTECTION
AUTOMATIC SPEED CONTROL w/ one touch low idle
4WD POWERSHIFT
CUTTING EDGE, TWO PIECE
CAT CUSHION SWING SYSTEM
JOYSTICK CONTROL W/ PATTERN CHANGER
WORKLIGHTS (8) LED LAMPS
STICK, EXTENDABLE W/ aux hydraulic lines for work tools
LCD DISPLAY WITH SOFT TOUCH KEY CONTROL
GUARD, STABILIZER CYLINDERS
AIR CONDITIONER, T4F
DRIVE SHAFT GUARD
RADIO (12V)
LOAD SENSING HYDRAULICS(full dig and lift power at any engine speed, including idle)
STABILIZER PADS, FLIP-OVER (street/dirt)
ENGINE, CAT (105HP)
BUCKET-HEAVY DUTY, 24"
BATTERY, HEAVY DUTY
RIDE CONTROL
COUNTERWEIGHT, 1015 LBS
CAB, DELUXE
AUTO-UP STABILIZERS w cylinder guards
HYDRAULICS, GP, 6FCN/8BNK, ST
LOADER BUCKET-GENERAL PURPOSE, 1.3 YD3 (includes a rubber cutting edge)



August 30, 2023

CITY OF FAYETTEVILLE
1525 S HAPPY HOLLOW RD
FAYETTEVILLE, Arkansas 72701-7258

Attention: Ross Jackson
RE: 154263-03

Dear Ross,

We are pleased to quote the following for your purchase consideration.

One (1) New Caterpillar Model: 304 Compact Radius Excavator with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: Order **SERIAL NUMBER:** TBD **YEAR:** 2023 **SMU:**

SELL PRICE	\$73,961.00
NET BALANCE DUE	\$73,961.00
BEFORE TAX BALANCE	\$73,961.00

Pricing pursuant to terms of Sourcewell Cooperative Contract #032119CAT

F.O.B./TERMS: Fayetteville

WARRANTY

Standard Warranty: 24 Months / 2000 Hours Premier (total machine)

Thank you for your interest in Riggs CAT and Caterpillar products for your business needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Steve Smith
Machine Sales Representative Riggs CAT
Steves@jariggs.com
+1 (479) 601-1330

Accepted by _____ on _____

Signature

One (1) New Caterpillar Model: 304 Compact Construction Equipment with all standard equipment in addition to the additional specifications listed below:

STANDARD EQUIPMENT

POWERTRAIN - Cat C1.7T diesel engine - -U.S. EPA tier 4 final - -EU stage V - -ISO 9249/EEC 80/1270 - -Rated net power 34.1kW - -2,400 rpm - ISO 9249/EEC 80/1269 - -Electronic engine, turbo, DOC (diesel - oxidation catalyst) - Automatic engine idle - Automatic engine shut-off - Automatic swing brake - Automatic two speed travel - Fuel and water separator with indicator - Radial seal, double element air filter - with restrictions indicator -

HYDRAULICS - Smart tech electronic pump - Variable displacement piston pump - Load sensing & flow sharing hydraulics - Power on demand - Hydraulic temperature monitoring - Accumulator - certified

ELECTRICAL - 12 volt electrical system - 85 ampere alternator - 650 CCA maintenance free battery - Battery disconnect - Circuit breaker - Ignition key stop switch - Signaling/warning horn - Work lights - -Cab, boom left - -Courtesy safety light

OPERATOR ENVIRONMENT - Sealed and pressurized unitized cab - Operator sound pressure 72 dB(A) ISO6396 - Integrated lower front window - Rear window emergency exit - Radio - bluetooth, USB, aux, mic - 12V power socket - Ergonomic joystick control levers - Adjustable wrist rests - Pattern changer - Color LCD monitor - -Fuel level, coolant temperature and - warning indicator - -Maintenance and machine monitoring - -Performance & machine adjustments - -Numeric security code - -Multiple languages - -Hour meter - -Jog dial control interface - Coat hook - Cup holder - Hydraulic lockout controls - Literature holder - Molded footrests - Removable washable floor mat - Retractable florescent "high - visibility" seat belt - Travel control pedals with hand levers - Utility space for mobile phone - skylight - mounting bosses for top & front guards

FLUIDS - Extended life coolant - 37C - Hydro advanced hydraulic oil

OTHER STANDARD EQUIPMENT - Cat key with passcode option - Locks on external enclosure doors - Lockable fuel cap - Beacon socket - Ecology drain - engine oil - Side by side engine & hydraulic - oil cooler - Stick steer mode - Cruise control mode - Power on demand - Rear reflectors - Roll-over protective structure (ROPS) - (ISO 12117-2) - Product Link PL243 (regulations apply) - Auxiliary hydraulic lines - -1-way and 2-way (combined function) - -Auxiliary line quick disconnects - -Adjustable auxiliary flow - -Continuous flow - -Adjustable auxiliary relief - Thumb ready stick -

MACHINE SPECIFICATIONS

304 MINI EXCAVATOR
CAT C1.7 ENGINE, 48 HP
ALARM, TRAVEL
LINKAGE BUCKET W/LIFTING EYE
PRESSURIZED CAB, WITH HEAT AND A/C
BOOM, SWING
HOLDER, GREASE GUN
AUTO ENGINE IDLE / SHUTDOWN
CRUISE CONTROL
STICK STEER CONTROL
AUTO 2 SPEED TRAVEL
STICK, LONG, 2- AUX, ANGLE BLD
LINES, BOOM
LINES, STICK
TRACK, 14", RUBBER BELT
LIGHTS, LED, FRONT AND REAR
BELT, SEAT, 3" RETRACTABLE
MONITOR NEXT GEN, COLOR LCD
RADIO, BLUETOOTH/USB/AUX/MIC
PRODUCT LINK, CELLULAR PL243
COUNTERWEIGHT, EXTRA, 500LBS
BLADE, ANGLE, BOLT ON CUTTING EDGE
MIRROR, CAB, RIGHT
REAR MIRROR, CAB
CONTROL, QUICK COUPLER
LINES, QC, LONG STK
COUPLER, PG, HYDRAULIC
BUCKET-HEAVY DUTY, 18"
BUCKET-HEAVY DUTY, 24"
PINS, BUCKET, 40MM



MEETING OF OCTOBER 3, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
Lee Farmer, Recreation Superintendent

FROM: Joshua Lainfiesta, YRCC Director

DATE:

SUBJECT: **Swim Lessons Grant Acceptance in the amount of \$500 from the Pool and Hot Tub Alliance – YRCC Summer Camp Participants at Wilson Park Pool**

RECOMMENDATION:

It is recommended by staff to accept a non-matching grant in the amount of \$500 from the Step into Swim grant program through the Pool and Hot Tub Alliance to pay for the enrollment fees for swim lessons of ten YRCC summer camp participants at Wilson Park Pool that were hosted June 19 - June 30, 2023 and July 17 - July 27, 2023 and to approve the attached budget adjustment.

BACKGROUND:

The Centers for Disease Control and Prevention (CDC) reports that there are an estimated 4,000 fatal drownings every year in the United States, roughly 11 a day. The CDC also reported that the State of Arkansas ranked 6th in the nation from 2018 – 2012 with 1.88 drowning deaths per 100,000 people. To combat these statistics, the YRCC provided the opportunity for ten YRCC summer camp participants to attend swimming lessons through the Parks, Natural Resources, and Cultural Affairs Department at Wilson Park Pool. The goal of this program was for children to learn skills to prevent drownings and help spread the importance of water safety.

DISCUSSION:

This grant allowed 10 children from the YRCC's summer camp program to participate in swim lessons at Wilson Pool free of charge. Participants of the program were transported from the YRCC to and from Wilson Park Pool during summer camp hours to learn basic swim skills and water safety practices from an American Red Cross certified lifeguard.

BUDGET/STAFF IMPACT:

The Step into Swim grant is a non-match grant. The funds of the grant will be used to provide scholarships for 10 individuals' swim lessons that are priced at \$50.00 per participant.

ATTACHMENTS: SRF - Step Into Swim Grant (#3), BA - YRCC Step into Swim Grant (#4), Step Into Swim Grant Agreement (#5)

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 #: 2023-1092

Swim Lessons Grant Acceptance in the amount of \$500 from the Pool and Hot Tub Alliance – YRCC Summer Camp Participants at Wilson Park Pool

A RESOLUTION TO AUTHORIZE THE MAYOR TO ACCEPT A GRANT IN THE AMOUNT OF \$500.00 FROM THE STEP INTO SWIM GRANT PROGRAM THROUGH THE POOL AND HOT TUB ALLIANCE, 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 acceptance of a \$500.00 grant from the Step into Swim program through the Pool and Hot Tub Alliance covering the price of the swim lessons of ten YRCC summer camp participants.

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

2023-1092

Item ID

10/3/2023

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

Joshua Lainfiesta

9/11/2023

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

It is recommended by staff to accept a non-matching grant in the amount of \$500 from the Step into Swim grant program through the Pool and Hot Tub Alliance to pay for the enrollment fees for swim lessons of ten YRCC summer camp participants at Wilson Park Pool that were hosted June 19 - June 30, 2023 and July 17 - July 27, 2023 and to approve the attached budget adjustment.

Budget Impact:

1010.520.5280-5315.00

Contract Services

Account Number

Fund

32303

Step Into Swim 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

\$ 500.00

Remaining Budget

\$ 500.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2023	PARKS & RECREATION (520)	
	Requestor: Alan Bearden	

Budget adjustment to request recognizing commercial grant funds from the Pool and Hot Tub Alliance in the amount of \$500.00. This grant is to be used to pay for swim lessons at Wilson Park Pool for ten (10) YRCC Summer Camp participants during the 2023 summer season.

	COUNCIL DATE:	
	ITEM ID#:	
	Budget Division	Date
	D - (City Council)	
	TYPE:	
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

GRANT AGREEMENT

GRANTEE ORGANIZATION: City of Fayetteville

AMOUNT APPROVED: \$ 500.00

PURPOSE: These restricted funds are to be utilized only for relevant expenditures concerning providing a quality, multi-level learn-to-swim program which expands opportunities for children to learn to swim who otherwise could not afford to participate in swim lesson programs.

GRANT PERIOD: The Grant period will be on-going, pending the signing of this agreement by Grantee.

USE OF GRANT FUNDS: Grantee may use the grant funds only for the purpose of swim lessons, and in no case can the funds be used for other religious, charitable, scientific, literary, or educational purposes within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code of 1954, as amended. Grantee acknowledges that **STEP INTO SWIM** has not earmarked the use of the grant funds or any portion thereof for any other organization or individual. Grantee further acknowledges that the grant funds will be expended on programs specified above.

MINIMUM GRANT REQUIREMENTS: The Program will follow Grantee's learn-to-swim curriculum with no less than eight (8) hours of in-water instruction for each participant over the course of multiple days and/or weeks (e.g., sixteen half-hour lessons). In addition, Grantee will provide training, risk management counseling, and ongoing supervision of Grantee's aquatic staff.

Each resulting 'safe swimmer' shall have the following basic skills:

- to be able to enter the water safely
- to get out of the water unassisted
- to tread water or hold resting float with the ability to transition into forward movement
- to have the emotional level to adapt to different water situations
- to have the understanding of important water safety rules, such as kids always swim with adult supervision, never swim alone, and wear life jackets in and around open water

Grantee must validate the swimming capability of each graduating 'safe swimmer' and provide photo of each student.

PROGRAM OBJECTIVES: Grantee acknowledges the following Program objectives: Prepare young children to be safer in, on, and around bodies of water by teaching water safety skills that could ultimately save lives. Positively impact young people in the Grantee's community by developing lifelong skills that combat childhood obesity by increasing health, recreational, and fitness opportunities. Utilize a multi-level, progressive swimming program to teach children the process of achieving – encourage them to dream, set worthy goals, work towards those goals, be a good teammate, and achieve measurable results. Enhance the positive impact of the Grantee's aquatic program by offering learn-to-swim opportunities to young people who otherwise would not participate in swim lessons. Upon completion of the program, participants will be able to perform key swimming skills, including but not limited to floating on their back, kicking on his/her stomach, putting his/her face in the water, and getting out of the water.

PAYMENT OF GRANT FUNDS: The grant funds will be distributed by **STEP INTO SWIM** in the following ways:

- a. 80% of the approved grant award will be distributed once the grant agreement is signed and received by **STEP INTO SWIM**.
- b. A retainer of 20% of approved grant will be withheld until the final report is received in its entirety to **STEP INTO SWIM**, validating the minimum grant requirements listed above.

Before grants are distributed, Grantee must satisfactorily complete the following:

1. Receipt of this signed Agreement no later than a date TBD by **STEP INTO SWIM**
2. Confirmation of receipt of a completed W-9/tax status form by **STEP INTO SWIM**

FINAL REPORT: Grantee will submit a detailed report with respect to all Program enrollment activities and expenditures made from such grant funds, compliance with the terms of the grant, and indicating the progress made toward the goals of the grant, not more than 30 days of end of program, or quarterly should the program be ongoing by nature.

Specifically, the report will require, without limitation, the following:

- a. Total number of participants enrolled in the overall swim lesson program. Report shall include the name, address, and e-mail address of the parent or guardian of each individual swim lesson student.
- b. Number of participants served with **STEP INTO SWIM** grant dollars, with the following break out data provided: 1) Number of participants in Adapted Aquatics/Special Needs programming; 2) Number of participants in Parent/Child programming; 3) Number of participants in each of the following age groups: Under Age 5, Ages 6-8, Ages 9-11, Ages 12 & Older; 5) Percentage of participants who fall within each of the following ethnic groups: African American, Asian, Caucasian, Hispanic, American Indian & Alaska Native, Native Hawaiian & Other Pacific Islander, Other; 6) Percentage of participants who graduate to a new skill level (based on the program curriculum) by the completion of the program.
- c. Number of participants served by internal program scholarship opportunities (free or reduced-cost), or via local funding.
- d. Minimum of three (3) photo images of funded program in operation.
- e. Final report reminders and notifications will be sent to both the primary and secondary contacts listed on the original application for completion and submission. Upon request, Grantee agrees to provide additional reports and information to **STEP INTO SWIM** in connection with the operation of the Program.
- f. Program Insurance Coverage: Grantee agrees that the Program will be conducted within the scope of its programs and that all participants will be covered under Grantee's general liability insurance.
- g. Grantee further acknowledges that by participating in the programs, participants shall not be covered by **STEP INTO SWIM**'s insurance programs.

ACKNOWLEDGEMENT OF SUPPORT: Any public announcements of public relations materials produced with respect to the purpose(s) for which the grant is made must acknowledge that funding was made possible by **STEP INTO SWIM**'s grant. Furthermore, **STEP INTO SWIM** must approve all language prior to its

being made public. **STEP INTO SWIM** may include public information on this grant in periodic public reports. Although Grantee may disclose that it has received a grant, please refrain from disclosing specific grant amounts. **STEP INTO SWIM** prefers not to have comparisons and the reasons are self-explanatory.

GRANT OF LICENSE: **STEP INTO SWIM** hereby grants to Grantee a non-exclusive, non-assignable, non-transferable, and revocable license to use Foundation trade names, logos, insignia, symbols, service marks, and trademarks ("**STEP INTO SWIM's** Marks") in connection with the promotion and advertisement of Program. All proposed uses of **STEP INTO SWIM's** Marks are subject to approval by **STEP INTO SWIM**.

VIOLATION OF TERMS; CHANGE OF STATUS: In the case of any violation by Grantee of the terms and conditions of the grant, including but not limited to not executing the work of the grant in substantial compliance with the proposal, or Grantee fails to satisfactorily substantiate expenditures on the project and our receipt of documentary evidence of such expenditures exhibits discrepancies, **STEP INTO SWIM** reserves the right in its absolute discretion to terminate the grant. **STEP INTO SWIM's** determination will be final and will be binding and conclusive upon Grantee.

EFFECT OF TERMINATION: Upon termination of this grant for any reason Grantee will reimburse to **STEP INTO SWIM** any portion of the grant funds that were not spent or any amounts diverted from the Program. Grantee shall immediately cease any new uses of all **STEP INTO SWIM's** Marks and shall cause all existing uses of **STEP INTO SWIM's** Marks to be canceled, removed, or otherwise terminated within seven (7) days after the effective date of termination. Grantee shall have 180 days from the date of termination of this Agreement to dispose of any inventory bearing the **STEP INTO SWIM's** Marks existing as of the date of termination.

FUTURE FUNDING: Grantee acknowledges that **STEP INTO SWIM** and its representatives have made no actual or implied promise of funding except for the amounts specified by this Agreement. If any of the grant funds are returned or if the grant is rescinded, Grantee acknowledges that **STEP INTO SWIM** will have no further obligation to Grantee in connection with this grant as a result of such return or rescission. However, the foregoing is not intended to prohibit **STEP INTO SWIM** from providing Grantee an additional grant at the termination of the grant described in this agreement upon the submission of a new proposal, if **STEP INTO SWIM** in its sole discretion determines that an additional grant is appropriate.

AUTHORITY: Grantee expressly warrants and represents that Grantee has full power and authority to execute, deliver, and perform this Agreement, and Grantee has taken all necessary steps for the execution and delivery of this Agreement.

INDEMNIFICATION: By accepting this grant, Grantee irrevocably and unconditionally agrees to defend, indemnify, and hold harmless **STEP INTO SWIM** and the POOL & HOT TUB ALLIANCE and each of its officers, directors, employees, agents, and volunteers, from and against any and all claims, damages (including, without limitation, injury to persons and/or property), liabilities, fines and expenses, (including, without limitation, court costs and attorney's fees) that arise out of or are related to (a) breach of any provision of this Agreement; (b) Grantee's use of **STEP INTO SWIM's** Marks within the United States; (c) Grantee's violation of applicable law; and (d) Grantee's negligence or wilful misconduct, except to the extent such claims are attributable to (i) the negligent act or omission or intentional misconduct; (ii) violation of applicable law; or (iii) breach of any provision of this agreement by **STEP INTO SWIM** and its officers, directors, or employees.



MEETING OF OCTOBER 3, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
DATE:
SUBJECT: Jack Tyler Engineering, Inc. – Extension of Rental Pump for the Gregg Avenue Sewer Lift Station (LS5)

RECOMMENDATION:

Staff recommends approval of a pump rental in the total amount of \$41,675.00 plus applicable taxes from Jack Tyler Engineering, Inc. for the Gregg Avenue sewer lift station.

BACKGROUND:

The Gregg Ave. sewer lift station has four pumps total, and recently had two pump failures. The pumps were sent in for repair, and due to the lead time on parts the City had to have a working pump in its place. Jack Tyler Engineering provided a rental pump at the rate of \$7,255 per month. The purchase order was approved in the amount of \$27,165.00 plus tax and the pump was installed. This included 3 months of rental, and the inbound/outbound freight for the pump.

DISCUSSION:

A two-month extension of the pump rental is needed which will put the total cost over \$35,000, requiring City Council approval. The estimated cost of the two-month extension is \$14,510.00 plus tax, for a total estimated cost of \$41,675.00 plus tax.

Staff recommends approval of the pump rental extension with Jack Tyler Engineering.

BUDGET/STAFF IMPACT:

Funds are available in the Upgrade/Replace Lift Stations account within the Water & Sewer fund.

ATTACHMENTS: SRF - Jack Tyler Engineering, Inc. (#3), Jack Tyler Engineering, Inc. Pump Rental Quote #04072023VS (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1121

Jack Tyler Engineering, Inc. – Extension of Rental Pump for the Gregg Avenue Sewer Lift Station (LS5)

A RESOLUTION TO APPROVE A TWO-MONTH EXTENSION OF THE PUMP RENTAL FROM JACK TYLER ENGINEERING, INC. BEING USED AT THE GREGG AVENUE SEWER LIFT STATION FOR A TOTAL COST OF \$41,675.00.

WHEREAS, the Gregg Ave. sewer lift station has four pumps total, and recently had two pump failures; and

WHEREAS, due to lead time on parts for replacing the pump failures, a purchase order was approved with Jack Tyler Engineering for three months of rental and inbound/outbound freight for a pump, but the City needed the use of the pump for two additional months.

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 two-month extension of the pump rental from Jack Tyler Engineering, Inc. for a total cost of \$41,510.00.

City of Fayetteville Staff Review Form

2023-1121

Item ID

10/3/2023

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

Tim Nyander

9/14/2023

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a pump rental in the total amount of \$41,675.00 plus applicable taxes from Jack Tyler Engineering, Inc. for the Gregg Avenue sewer lift station.

Budget Impact:

5400.730.5800-5414.00

Water and Sewer

Account Number

Fund

02068.1

Upgrade/Replace Lift Stations

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,030,701.00

Expenses (Actual+Encum)

\$ 344,658.49

Available Budget

\$ 686,042.51

Does item have a direct cost? Yes

Item Cost

\$ 15,924.73

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 670,117.78

V20221130

Purchase Order Number: 2023-438

Previous Ordinance or Resolution #

Change Order Number: 1

Approval Date:

Original Contract Number: N/A

Comments: The current purchase order has \$27,165.00 plus tax as the total cost, this agenda item would add \$14,510.00 plus tax for a total of \$15,924.73 to the purchase order upon City Council approval.



Jack Tyler Engineering, Inc.

6301 S. University Avenue

Little Rock, AR 72209

Office: 501-562-2296

Toll Free: 800-562-2296

Friday, April 7, 2023

RENTAL QUOTATION# 04072023VS

Jack Tyler Engineering, Inc. is pleased to offer the following items for your inclusion in the above referenced project. If you wish for us to supply any items not listed below, please inform us as soon as possible. Please continue reading below for our detailed scope of supply. We look forward to working with you.

PUMPING EQUIPMENT TO INCLUDE:

ONE (1) FLYGT MODEL 3301.095 SEWAGE SUBMERSIBLE PUMP

- 10" DISCHARGE, NS634MT IMPELLER
- 85 HP, 460 VOLT, 3 PHASE
- 100 FEET OF POWER CABLE FM FLS SSCJ
- FV ANSI HI LHC

DAILY RATES	WEEKLY RATES	MONTHLY RATES
\$849.00	\$2,545.00	\$7,255.00

INBOUND FREIGHT CHARGE: \$1,750.00

OUTBOUND FREIGHT CHARGE: \$1,750.00

IN SHOP SETUP: \$1,900.00

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable taxes will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars. See attached Terms and Conditions which are part of this quote.



TERMS AND DEFINITIONS

Rental Day:	One Calendar day; for diesel units, not exceeding eight (8) hours running.
Rental Week:	Seven (7) calendar days; for diesel units, not exceeding 48 hours running in aggregate during a Rental Week.
Rental Month:	Twenty-eight (28) calendar days; for diesel units, not exceeding 192 hours running.
Standby Rate:	The Standby Rate is 75% of the scheduled rate. Standby is for a "second" or additional back-up pump to be run in the event the primary pump cannot. If the standby pump operates for any reason other than failure of a primary pump, the standard rate will apply.
Overtime Running:	For diesel units, all scheduled rates are based on an 8 hour per day shift. If diesel equipment is used for a double shift, the 8-hour rate will be multiplied by 1½ times the schedule rate. If used for a triple shift, the rate will be multiplied by 2 times the scheduled rate.

Billing Cycles	3 - 7 Days	=	1 Week
Based on Open	8 Days	=	1 Week and 1 Day
Terms Approval	9 Days	=	1 Week and 2 Days
	10 - 14 Days	=	2 Weeks
	15 Days	=	2 Weeks and 1 Day
	16 Days	=	2 Weeks and 2 Days
	17 - 28 Days	=	1 Month

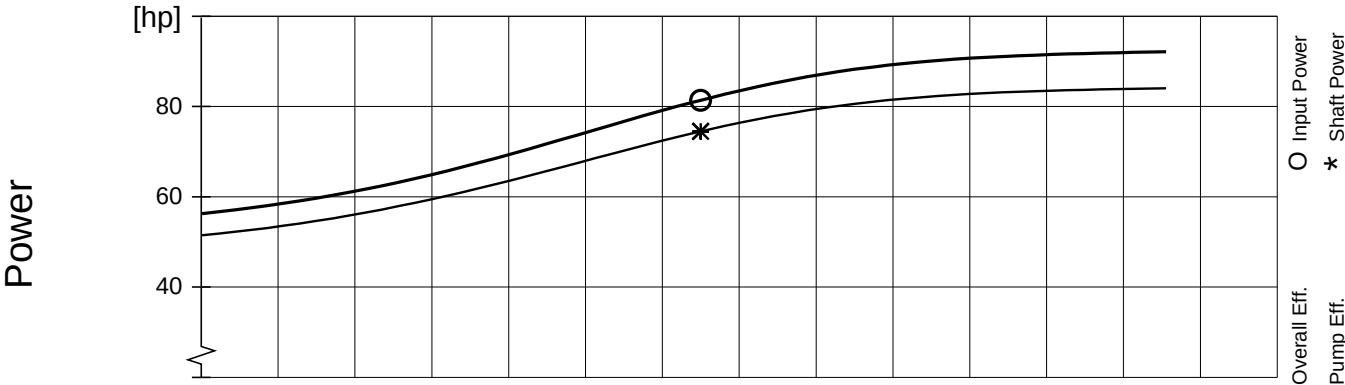
Billing Cycle - COD Customers	3 - 7 Days	=	1 Week
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Fees	Environmental Fee is charged at 4% of rental charge for all applicable equipment with a minimum charge of \$10 and maximum charge of \$95 per individual piece of equipment. If there is not a certificate of insurance on file at the time of billing there will be a \$50.00 rental protection plan fee applied and the customer is still responsible for any damages to the equipment.
Off Rent:	It is the responsibility of the Customer to call into the Owner's local branch office and obtain an Off Rent Call Confirmation Number. This call serves as notification that equipment is disassembled, properly decontaminated, and stockpiled in one readily-accessible area available for immediate pick-up. Rental and/or labor charges will accrue if equipment is not cleaned and staged for removal. All equipment must be returned at the fuel level in which it was delivered, if not the customer will be charged for refueling on final invoice. <u>IMPORTANT: Obtaining an Off Rent Call Confirmation Number does not release Customer from its obligations to safeguard and secure equipment, including maintaining required insurance coverages, while equipment remains under Customer's care, custody or control pending return of all rented equipment to Owner, Customer shall remain responsible for all loss or damage arising from Customer's failure to safeguard and secure equipment while awaiting pick up.</u>

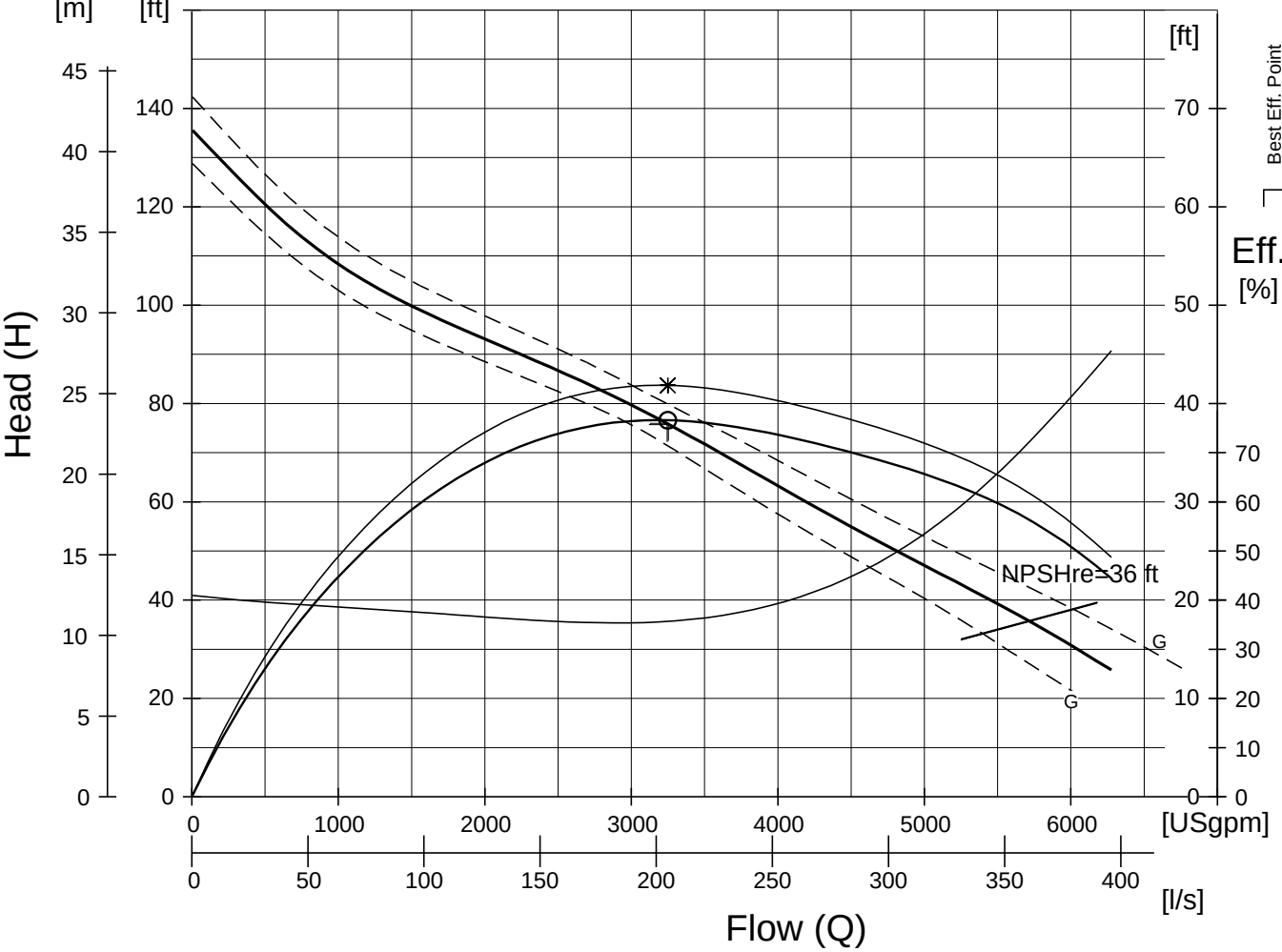
TERMS AND CONDITIONS

1. This quotation is valid for 30 days, however, prices may change without written notification. Quotations for sales of HDPE pipe are valid for seven (7) days.
2. This quotation is our estimate of equipment and material required. Actual installation may vary in cost due to site requirements. Additional equipment or time to set-up will be charged at the above itemized rates or based upon our published rental rate schedule.
3. Payment terms: Net 30 based on credit approval.
4. Taxes are not included in any rental, sale or labor quotes. Customer is responsible for paying applicable taxes on the equipment and services, including sales and use tax. Customer will only be considered exempt when a valid Sales Tax Exemption Certificate is received when ordering any rental equipment, pumping services and/or sale goods.
5. Delivery and Pick-Up available at Customer's request via Lessor's/Supplier's truck for an additional charge.
6. Customer shall be responsible for providing adequate labor and material handling equipment onsite to unload/load and setup/breakdown equipment, including chains or cables of sufficient capacity along with cribbing material to support pumps, piping and accessories.
7. Customer responsible for daily monitoring of all equipment on site, including but not limited to cleaning of suction screen(s) as necessary. Diesel driven pumps require routine service including changing oil, oil filter, fuel filter, and performing general maintenance every 250 hours of running time, and also replacing the air filter every 500 hours of running time. As requested, Lessor/Supplier will service the equipment for an additional charge.
8. Customer shall be responsible for any required secondary containment around and under each pump to contain possible spills during operation or refueling of the equipment.
9. Customer shall be responsible for compliance with permitting, licensing or other regulatory requirements associated with setup, installation, or operation of the equipment.

				Performance Curve				Product NP3301.095			Type MT	
Date 2015-01-30		Project						Curve No 63-634-00-3130			Issue 5	
Power Factor Efficiency Motor Data		1/1-Load	3/4-Load	1/2-Load	Rated Power ... 85 hp		Impeller Diameter 404 mm					
		0.80	0.75	0.64	Starting Current ... 685 A		Motor # 35-29-6AA		Stator 01D	Rev 11		
		91.0 %	91.5 %	90.5 %	Rated Current ... 109 A		Freq. 60 Hz	Phases 3	Voltage 460 V	Poles 6		
		---	---	---	Rated Speed ... 1185 rpm		Geartype ---		Ratio ---			
Comments				Inlet/Outlet -/ 10 inch		Tot. Mom. of Inertia ... 1.3 kgm2						
				Imp. Throughlet ---		No. of Blades 2						



Duty-Point B.E.P.	Flow[USgpm]	Head[ft]	Power [hp]	Eff. [%]	NPSHre[ft]	Guarantee
	3249	75.8	(<81.4) (<74.5) *	76.6 (83.7) *	17.9	ISO/HI grade 2Be X



unix AUTHOR: GREGORY SACU (rev:7.53)

NPSHre = NPSH3% + min. operational margin	GUARANTEE BETWEEN LIMITS (G) ACC. TO TEST-CODE:	ISO/HI grade 2Be X
CURVES SHOW PERFORMANCE WITH CLEAR COLD WATER		



MEETING OF OCTOBER 3, 2023

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Keith Macedo, IT Director
DATE:
SUBJECT: Resolution to approve OMNIA Partners Contract 01-162 to purchase document and records management services from MCCi, LLC

RECOMMENDATION:

Staff recommends approval of a resolution to authorize the purchase of document and records management services, on an as-needed basis, from MCCi, LLC utilizing OMNIA Partners cooperative contract 01-162 through November 30, 2025, and any future renewal periods.

BACKGROUND:

Document and Records Management services were bid through the OMNIA Partners national cooperative purchasing program (U.S. Communities, National IPA, & NCPA are wholly owned subsidiaries of OMNIA Partners). Every OMNIA Partners contract is the result of a formal competitive solicitation conducted by trained, professional procurement officials. MCCi, LLC was awarded OMNIA Partners contract 01-162 on December 8, 2022, to provide document and records management services via RFP 36-22.

DISCUSSION:

Purchasing document and records management services from MCCi, LLC, through the OMNIA Partners contract, gives the City an opportunity to have competitive pricing which is based off a high-volume discount. If the City were to bid such products and services itself, it would not benefit from the shared purchasing power that the OMNIA Partners cooperative contract provides. The city has utilized MCCi, LLC for document and records management service since 2015, which includes the support and licensing of Laserfiche document management software and have been happy with their performance.

BUDGET/STAFF IMPACT:

Approving OMNIA Partners Contract 01-162 will allow the city to purchase document and records management services, including Laserfiche software, from MCCi, LLC on an as needed basis. Funding is available within the Information Technology operational budget and from the Sales Tax Capital CIP budget.

ATTACHMENTS: SRF - Omnia Partners (#3), OMNIA Contract Award to MCCi (#4), OMNIA MCCi Contract (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1124

Resolution to approve OMNIA Partners Contract 01-162 to purchase document and records management services from MCCi, LLC

A RESOLUTION TO APPROVE THE PURCHASE OF DOCUMENT AND RECORDS MANAGEMENT SERVICES, ON AN AS-NEEDED BASIS, FROM MCCi, LLC PURSUANT TO AN OMNIA PARTNERS COOPERATIVE CONTRACT THROUGH NOVEMBER 30, 2025, AND ANY FUTURE RENEWAL PERIODS

WHEREAS, on December 8, 2022, MCCi, LLC was awarded OMNIA Partners contract 01-162 to provide document and records management services.

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 purchase of document and records management services on an as-needed basis from MCCi, LLC utilizing OMNIA Partners Cooperative Contract 01-162 through November 30, 2025 and any future renewal periods.

City of Fayetteville Staff Review Form

2023-1124

Legistar File ID

10/3/2023

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

Keith Macedo

9/14/2023

INFORMATION TECHNOLOGY (170)

Submitted By

Submitted Date

Division / Department

Staff recommends approval of a resolution to authorize the purchase of document and records management services, on an as-needed basis, from MCCI utilizing OMNIA Partners cooperative contract 01-162 through November 30, 2025, and any future renewal periods.

Budget Impact:

Various		Various	
Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 475,050.00
		Funds Obligated	\$ 323,463.09
		Current Balance	\$ 151,586.91
Does item have a cost?	Yes	Item Cost	\$ 68,385.41
Budget Adjustment Attached?	No	Budget Adjustment	\$ -
		Remaining Budget	\$ 83,201.50

V20210527

Purchase Order Number: _____

Previous Ordinance or Resolution # **6097**

Change Order Number: _____

Approval Date: _____

Original Contract Number: _____

Comments: Cost described is for current Laserfiche annual maintenance, but additional expenses are incurred to support Laserfiche throughout the year.



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, December 8th, 2022

MCCi, LLC
ATTN: Donald Barstow
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311

Dear Donald:

Region XIV Education Service Center is happy to announce that MCCi, LLC has been awarded an annual contract for Documents and Records Management on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2025. The contract can then be renewed annually for an additional two years, if mutually agreed on by Region XIV ESC and MCCi, LLC.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Shane Fields', is written over a horizontal line.

Shane Fields
Region XIV, Executive Director



3717 Apalachee Parkway Suite 201
Tallahassee, Florida 32311
(800) 342-2633
www.MCCinnovations.com

Purchasing Department
Region 14 Education Service Center
National Cooperative Purchasing Alliance
P.O. Box 701273
Houston, Texas 77270

To Whom it May Concern,

The future is clear. We want to make a difference in your team's lives. Our vision is to free one million people from manual business processes so they can grow, and their organizations can prosper. Today, you are taking steps to be part of this vision.

While reviewing our proposal, keep in mind MCCi is your partner in the digital transformation journey.

Digital Transformation: As we embark on your digital transformation journey, MCCi is your partner, not just another vendor. We do the right thing, always. We care deeply about serving our clients and maintaining a solid reputation for always doing what's right – even when it's not easy. We know that the work we do has a big impact on our clients' lives and are committed to doing that work with the highest integrity and character level. We are committed to building a solution to grow in your organization, further streamline processes, and eliminate bottlenecks.

Full Portfolio of Solutions: As an IT services company with expertise in delivering end-to-end solutions, we provide our clients some of the leading hyper-automation technologies, including Laserfiche for content services, Blue Prism for robotic process automation, ABBYY for intelligent capture, and One Span for digital signatures.

Industry Experts: MCCi has the most committed, intelligent, and innovative professionals in the industry. We are a team ready to create next-level results with the courage to try something new. Without focusing on our clients, we will not reach our destination. With 150 years of combined professional services experience, your assigned project manager is committed to your implementation success.

Thank you for your interest in MCCi's solutions, we are pleased to enclose our proposal.

Sincerely,

Stephanie Wood
Director of Sales Operations
Corporate Office
(800) 342-2633 ext. 1739 | swood@mccinnovations.com

Request for Proposal #36-22 for Documents and Records Management

National Cooperative Purchasing Alliance (NCPA)

Issued: November 14, 2022

Valid for 120 days



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TAB 1

MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support

The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to two (2) additional one-year terms or any combination of time equally not more than 2 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)

The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments

The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity

The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax

The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance

Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration

The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term

The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms or any combination of time equally not more than 2 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver

Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases

Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions

New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range

It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions

Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities

While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is \$25 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation

Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract

A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement

The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions

Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards

Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance

Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)

Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

MCCi, LLC.

Company Name

3717 Apalachee Parkway, Suite 201

Address

Tallahassee

FL

32311

City

State

Zip

(850)701-0725

Telephone Number

(850)564-7496

Fax Number

salesoperations@mccinnovations.com

Email Address

Donny Barstow

Printed Name

President & CEO

Position

E-SIGNED by Donny Barstow
on 2022-10-24 17:59:02 GMT

Authorized Signature

TAB 2

NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of December 8, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and MCCi, LLC ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 8, 2022, referenced as Contract Number 01-162, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Document and Records Management;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance

Organization

MCCi, LLC

Vendor Name

Matthew Mackel

Name

Donald Barstow

Name

Director, Business Development

Title

President and CEO

Title

PO Box 701273

Address

3717 Apalachee Parkway, Suite 201

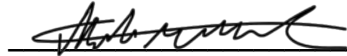
Address

Houston, TX 77270

Address

Tallahassee, Florida 32311

Address



Signature

E-SIGNED by Donny Barstow
on 2022-10-24 17:59:09 GMT

Signature

December 8, 2022

Date

October 24, 2022

Date

TAB 3

VENDOR QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☒ All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☐ All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)	
☐ American Samoa	☐ Northern Mariana Island
☐ Federated States of Micronesia	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

☒ All Canada Provinces and Territories All Orders will be placed in US Dollars (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☒ Yes ☐ Maybe ☐ No

All Orders will be placed in US Dollars

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes ☐ Maybe ☒ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise Respondent Certifies that this firm a Minority / Women Business Enterprise	☐ Historically Underutilized Business Respondent Certifies that this firm is a Historically Underutilized Business
--	---

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☒ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency

Responding Company's principal place of business is in the city of Tallahassee,
State of Florida.

Felony Conviction Notice

Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel

Which best describes your company's position in the distribution channel:

- ☒ Manufacturer Direct ☐ Certified education/government reseller
- ☐ Authorized Distributor ☐ Manufacturer marketing through reseller
- ☒ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person Stephanie Wood

Title Director of Sales Operations

Company MCCi, LLC

Address 3717 Apalachee Parkway, Suite 201

City/State/Zip Tallahassee, FL 32311

Phone (850) 701-0725

Email swood@mccinnovations.com

Pricing Information

In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- ☒ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

TAB 4 - VENDOR PROFILE

COMPANY'S OFFICIAL REGISTERED NAME.

MCCi, LLC.

BRIEF HISTORY OF YOUR COMPANY, INCLUDING THE YEAR IT WAS ESTABLISHED.

In 2003, MCCi was founded as a company primarily focused on helping public sector organizations with records management and document digitization. We quickly achieved our goal to be the largest Laserfiche solution provider and, in the process, helping our clients go paperless. As technology and our clients' needs changed, we became more involved in their business processes and operations. Over the past decade, we have gone through our own digital transformation journey. We've evolved into a consulting company with expertise in business process automation and we provide our clients with leading hyper-automation technologies. We are a trusted partner to approximately 1,000 public sector organizations as an end-to-end services provider who fiercely believes that strong partnerships and people lead to successful outcomes.

MCCi is headquartered in Tallahassee, Florida but has a virtual-first workforce with approximately 130 employees spread across the nation. Our team is composed of some of the most committed, intelligent, and innovative industry professionals. MCCi prides itself as a high-growth, high-touch workplace that attracts great talent and focuses on their core values. This growth mindset is deeply embedded, starting with the hiring and onboarding stage, and continuing throughout each person's career development. As an expert in emerging technologies, we have a disciplined practice of continuous training as demonstrated by our team's many industry certifications. Our focus on leadership (philosophy and practice) is intense, deliberate, and believed to be a core differentiator as a company.

Our growth and the success of our clients are widely recognized. Most recently, *Inc. Magazine* recognized MCCi as one of their "Inc. 5000" fastest-growing private companies in the United States. Additional noteworthy recognition includes such accolades as: Top 10 Best Companies to Work, Florida Companies to Watch, Microsoft Gold Certified Partner, ABBYY Partner of the Year, Blue Prism Public Sector Partner of the Year, and the only Laserfiche Diamond-Level Provider.

COMPANY'S DUN & BRADSTREET (D&B) NUMBER.

557446916

COMPANY'S ORGANIZATIONAL CHART OF THOSE INDIVIDUALS THAT WOULD BE INVOLVED IN THE CONTRACT.

MCCi team members are focused on customer service in every aspect of our clients' projects. We focus on the "Client Lane" as a theme to unite us in how we serve. MCCi brings a dedicated staff of 130 of the most creative and intelligent professionals in the industry. Below is a list of a few individuals that would be involved in the NCPA projects as well as MCCi's Organizational Chart.

Executive Team

MCCi's Executive Team is available for any escalation needed for our clients.

Donny Barstow (President & CEO)

Victor D'Aurio (COO)

Shawn Hermann (CIO)

Jody Bennett (SVP of Sales & Marketing)

Emery Jones (CFO)

Account Team

MCCi's Account Team will serve as the main points of contact throughout the contract for sales, customer service, pre-sales, and various other needs the client may have outside of professional services or technical

support. These individuals are listed in the section below as Account Executives, Solutions Architects, Territory Managers and Account Managers.

Professional Services Team

The Professional Services team members will be available as a contact for professional services. Several Professional Services Team are listed below in the state offices section as Program Managers, Project Managers, Project Coordinators, System Engineers, and Technical Trainers.

Technical Support Team

MCCi has a technical support team of over sixteen support experts led by Drew Ferrell (MCCi Support Manager). Almost 10 years ago, Drew joined our support team as a technician. He has seen it all serving our diverse client base over his impressive tenure. A 99% client satisfaction rating speaks to the organization he has built.

Sales Operations & Finance

MCCi Sales Operations & Finance teams handle sales quotes, invoicing, renewals, billing inquiries, etc. These teams are led by Stephanie Wood (Director of Sales Operations) and Emery Jones (CFO). These teams are ready and able to answer questions when needed.



CORPORATE OFFICE LOCATION.

MCCi's Corporate office is located at 3717 Apalachee Parkway, Suite 201, Tallahassee FL 32311

LIST THE NUMBER OF SALES AND SERVICES OFFICES FOR STATES BEING BID IN SOLICITATION. LIST THE NAMES OF KEY CONTACTS AT EACH WITH TITLE, ADDRESS, PHONE AND E-MAIL ADDRESS.

Florida Home Office

Donny Barstow ~ President & Chief Executive Officer
Victor D'Aurio ~ Chief Operating Officer
Shawn Hermann ~ Chief Information Officer
Lawrence Steed ~ Territory Manager
Gabe Young - Solutions Architect
Jack Frazee ~ Senior Account Manager
Alexandra Barnes ~ Account Manager
Austin Morris ~ Account Manager
Kyle Law ~ Account Manager
Jenice Owens ~ Account Manager
Desiree Johnson ~ Project Manager
Dana Terry ~ Project Manager
Keith Hay ~ Lead Technical Engineer
Mahmoud Abdelhadi ~ Systems Engineer I
Paula Gomez ~ Project Coordinator II
Paul Heavener ~ Technical Trainer

California Office

Emery Jones ~ Chief Financial Officer
Rose Brewer ~ Solutions Architect
Menfis Clark ~ Account Manager
Paul Pastor ~ Systems Engineer I
Alex Wilson ~ Systems Engineer III

Colorado Office

Justin Mandeville ~ Account Manager
Arianna Kessler ~ Project Coordinator
Lauren Keddington ~ Systems Engineer I
Veronica Lopez ~ Technical Trainer

Florida Offices

Traci Small ~ Vice President of Enterprise Sales
Alexis Blue ~ Enterprise Account Manager
Bryan Frick ~ Account Executive
Michael Lunn ~ Lead Technical Engineer
Seth Gordon ~ Project Coordinator

Georgia Office

Michael Beaudreau ~ Account Executive
Taylor E Hutchinson ~ Territory Manager

Idaho Office

Sahara Peterson ~ Account Manager
Jeremy Wheeler ~ Systems Engineer I
Bryant Biorn ~ Systems Engineer III

Mississippi Office

Jody Bennett ~ Senior Vice President of Sales & Marketing

New Hampshire Office

Michael Collier ~ Account Manager

New Jersey Office

Jessica Steiner ~ Project Coordinator

North Carolina Office

Garrick Tomlin ~ Client Consulting Program Manager
Kevin Smith ~ Account Executive
Nathan Whicker ~ Lead Solutions Architect
David Maddox ~ Senior Solutions Architect
Katie Hennigan ~ Project Manager
Molly McCarthy ~ Systems Engineer II
Jeffrey L Neelley ~ Systems Engineer III

South Carolina Office

Kimberly Ratliff ~ Project Coordinator
James Rutherford ~ Systems Engineer I

Texas Office

Jessica Smith ~ Commercial Projects Program Manager
Rigo Ruiz ~ Project Manager
Jason Eades ~ Systems Engineer II
Darrell Rush ~ Systems Engineer II
Levi Johnson ~ Systems Engineer III

Virginia Office

Mike Pazuki - Director of Intelligent Automation
Jeremy Gibson ~ Account Executive
Brian Sabian ~ Senior Solutions Architect
Angela Ellis ~ Solutions Architect
John Geist ~ Project Manager/Systems Engineer
Jeremy Blackwell ~ Project Manager

Washington Office

Andre Armstead ~ Account Executive

Wisconsin Office

Adrienne Hussey ~ Account Manager

Please Note ~ additional contact information will be provided upon request.

DEFINE YOUR STANDARD TERMS OF PAYMENT.

MCCi, utilizes a standard net 30 payment terms policy. Billing terms and milestones are based on specific projects and deliverables.

WHO IS YOUR COMPETITION IN THE MARKETPLACE?

MCCi is a business process automation company that accelerates digital transformation by adding intelligence to clients' processes enterprise-wide. As an IT services company with expertise in delivering end-to-end solutions, we provide our clients some of the leading hyper-automation technologies. MCCi does run into competition with other companies offering similar products and services, but most are lacking the extensive government knowledge that we can provide. Our competition includes other document management companies, other RPA companies, and other intelligent capture companies.

WHAT DIFFERENTIATES YOUR COMPANY FROM COMPETITORS?

MCCi has over 20 years of experience enabling public sector clients to achieve operational efficiencies and meet regulatory commitments with enterprise document/content management technology. This experience shines during our implementations as we have developed a strong set of best practices and take a great deal of pride in every client.. MCCi has been the #1 Laserfiche Solution Provider in the public sector since 2005 and the #1 Laserfiche Solution Provider in the world for the last 10 years.

After implementation, we provide world-class support and on-going project services. Our client satisfaction rating is 99% because we put our clients first. Our support team is comprised of Laserfiche-certified, friendly professionals available 24/7/365. We have the largest Laserfiche services team in the country, which enables us to properly staff our clients' projects with the right experts for their needs.

MCCi Differentiator: Experience in Deployment

- **Largest Laserfiche Provider** – We have implemented over 1300 Laserfiche systems successfully and support over 115,000 users. We do not underbid; we over deliver. We ensure client satisfaction on every project. We currently have over thirty-five state agencies as happy clients. We understand the complexities and intricacies of state agencies.
- **Public Sector Focus** – MCCi provides services to approximately 1,000 public sector agencies including School Districts, Cities, Counties, State Agencies, Special Districts, Higher Education, and more. MCCi also understands the critical compliance requirements of records management in the public sector and has in-depth knowledge of deploying and configuring the Records Management Module in the Laserfiche.

- **Professional Certifications** – MCCi's staff is well-trained and holds multiple certifications in security, HIPPA, CJIS, project management, records management, CDIA+ and more to give clients the peace of mind that they're in the most competent hands. Our staff is also either Laserfiche Gold or Platinum Certified. MCCi also has certifications in UiPath and Blue Prism for additional robotic process automation needs.
- **Specialization in Enterprise Adoption**- Our goal is to maximize client ROI for Laserfiche. We future-proof initial project plans, knowing that one day Laserfiche will be used across the client's entire organization. This mindset helps clients plan to meet their short-term objectives while architecting the solution to align with long-term priorities and reduce maintenance burden. Our professional services team has technical trainers that provide best-in-class, hands-on training to ensure enterprise-wide adoption. Our project managers know the product. They are Laserfiche Gold Certified and hold other professional certifications. They get to know client business processes and help clients implement a plan that considers their needs and the technology's capabilities.
- **Development and Migration Skills** – We have a highly skilled development team with over 80 years' combined experience. We have over 20 years' experience migrating documents and data from legacy ECM solutions. Our team is available for performing data migrations, custom integrations, and other customizations. While Laserfiche is a no-code/lowcode solution, this team can further extend the platform to maximize value for clients' organizations.
- **Dedicated Support** – Once a client's implementation is complete, they will have access to our top-rated support staff for troubleshooting & supporting their Laserfiche system. Our staff can be easily reached through email, phone, or our online support center. We have supplementary support packages that scale based on client needs to ensure they have the necessary assistance and knowledge available. MCCi's client focus is validated by our 98% renewal rating on Laserfiche support and a client satisfaction score of 99%(updated on a weekly basis). MCCi's multi-layered support team provides multiple contacts to ensure fast response times and maximize product performance. Our support team has over 50 years of Laserfiche experience with nine technicians and nine analysts. Our help desk is monitored by live experts ready to troubleshoot problems and over 90% of all calls are answered live. YTD our team has fielded 2226 calls.
- **Digitization Services** – MCCi provides document scanning services as well as microfiche and microfilm conversions so agencies can digitize old content, reduce or eliminate costly storage, and ensure proper backup of critical records in Laserfiche.
- **Training Services** – Before, during, and after a client's project, we focus on ensuring the users are trained on the software and stay up to date on the features available. In addition to our personalized training offered during implementation, we offer a yearly subscription to our proprietary Online Training Center for Laserfiche to help protect the client's Laserfiche investment. This allows all types of users, regardless of their role, to access on-demand videos on popular topics. This information is updated monthly and will be a continued resource for the organization. We also host and maintain our own fully featured online support center to ensure our clients gain direct access to training manuals, "how to" checklists, feature-rich training videos, a vast knowledge base, software updates/release notes, and a special section entitled "Real World Scenarios" that provides best practices and client use-cases to help pave the way to enterprise adoption.
- **MCCi Events** – MCCi conducts webinars, user groups, tech days, and other thought leadership events for continued education for our clients.

DESCRIBE HOW YOUR COMPANY WILL MARKET THIS CONTRACT IF AWARDED.

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MCCi's Marketing Department executes a marketing plan (outlined below) for all MCCi products and services. We will use these same strategies and tactics for marketing the NCPA contract.

Vertical Focus

MCCi has a long history (20+ years) of serving clients in the public sector. Our experience in this market segment has given us a wealth of in-depth experience and expertise, along with many client success stories we are proud to share.

Current public sector verticals we proudly serve include State Agencies, Cities, Counties, Law Enforcement, K-12 School Districts, Special Districts, Courts, and Higher Education.

Tradeshows & Conferences

MCCi attends over 60 conferences each year targeting the above segments. At these events, we have a booth where we provide informational marketing materials and a team of experts ready to discuss attendees' toughest automation challenges. Besides the booth, we actively look to secure speaking engagements to establish thought leadership and educate the market on our products and services. We also sponsor welcome receptions, coffee breaks, or other conference-related items to increase brand awareness.

We have built strong partnerships with the conference organizers/associations. We have other touchpoints with their members throughout the year, so we are building brand awareness and keeping momentum outside of the annual events. For example, they may promote our content or upcoming webinars in their e-newsletters to sponsoring member webinars. Some of our core partnerships include: IIMC (<https://www.iimc.com/>), GMIS (<https://www.gmis.org/>), and TAGITM (<https://www.tagitm.org/>).

Content Marketing

MCCi establishes thought leadership and generates inbound leads through publishing content (white papers, infographics, eBooks, guides) and hosting webinars. We host 1-2 webinars each month and promote these to our database of contacts through marketing automation. We also use marketing automation and lead scoring to promote content based on where our audience is in their buyer's journey. We often will syndicate this content with conference organizers/associations mentioned above and industry publications like GovTech, StateScoop, and The Learning Council.

Examples of a few pieces of content: [The Future of Work in Government](#), [Administrative Secrets to Laserfiche 11](#), [Benefits of Low-Code and No-Code Business Process Automation Platforms](#), [Cabarrus County Extends Laserfiche Capabilities, Wins Awards](#)

Digital Marketing

We generate leads by bidding on keywords that represent what we do and then target those who search for our products and services. If someone is searching for digital transformation consulting services for government agencies, we want MCCi's website to be first in their search results.

We have a presence on social media. We share and promote our thought-leadership content and re-target leads with ads from our sales funnel.

We maintain [our website](#) and engage in search engine optimization to help us rank organically in search results for key terms. As part of our website strategy, we maintain pages dedicated to DIR constituents who would like to learn more about our current contracts:

We partner with digital publications that serve our audience and purchase advertising on their sites and/or e-newsletters. We advertised with GovTech, Learning Counsel, and StateScoop in 2021.

Direct Sales

Our sales organization actively prospects to state and local government. We have both mid-market and enterprise teams that will promote this contract and serve NCPA constituents.

DESCRIBE HOW YOU INTEND TO INTRODUCE NCPA TO YOUR COMPANY.

MCCi is familiar with NCPA and has been working with the organization for several years. Since being awarded the contract with NCPA, we feel we have a close working relationship, and our team will need no introduction.

DESCRIBE YOUR FIRM'S CAPABILITIES AND FUNCTIONALITY OF YOUR ON-LINE CATALOG / ORDERING WEBSITE.

Due to the many solutions MCCi provides, it would be too complex to offer an "online catalog/ordering website," but our recently redesigned website will assist our clients or potential buyers to easily find solutions to fit their needs. On the MCCi website, you will find solutions, insights, company information, events, and support. Contact information is on every page, along with a chat button for quick answers to any questions. In addition to the website, we have a landing page with NCPA that includes all pertinent information and discounts for easy viewing by prospective clients.

DESCRIBE YOUR COMPANY'S CUSTOMER SERVICE DEPARTMENT (HOURS OF OPERATION, NUMBER OF SERVICE CENTERS, ETC.)

MCCI SUPPORT

Clients of MCCi gain a relationship between our staff and their organization to make their product implementation successful and the usage of their product an enjoyable experience. In order to make this possible, MCCi offers both proactive and technical support.

PROACTIVE SUPPORT

Clients will work with their Account Executive and Account Manager in the pre-project phase, and they will continue to support the client throughout their relationship with MCCi. They will assist in pre-implementation processes and be a resource for you for questions and answer and be in touch throughout the year to discuss optimal system usage and ensure client satisfaction.

TECHNICAL SUPPORT

MCCi does provide continued technical support for all MCCi applications. Clients can designate several individuals who are to be the technical support contacts. There is no limit on the number of technical support calls that can be made. Customers may contact MCCi support via the online support center, email (support@mccinnovations.com), or telephone (866-942-0464). Several support reps work to cover extended support hours, in addition, 1-2 reps are on call for 24/7 support clients. Normal/Extended support hours are 8am-8pm EST, 24/7 on call and weekend support is also available. For organizations that require immediate response times and resolution, MCCi offers an add-on Service Level Agreement (SLA). The purpose of this service is to provide priority access and urgent response times for issues.

GREEN INITIATIVES

AS OUR BUSINESS GROWS, WE WANT TO MAKE SURE WE MINIMIZE OUR IMPACT ON THE EARTH'S CLIMATE. WE ARE TAKING EVERY STEP WE CAN TO IMPLEMENT INNOVATIVE AND RESPONSIBLE ENVIRONMENTAL PRACTICES THROUGHOUT NCPA TO REDUCE OUR CARBON FOOTPRINT, REDUCE WASTE, ENERGY CONSERVATION, ENSURE EFFICIENT COMPUTING AND MUCH MORE. TO THAT EFFORT WE ASK RESPONDENTS TO PROVIDE THEIR COMPANIES ENVIRONMENTAL POLICY AND/OR GREEN INITIATIVE.

Going green is not a concept that is new to our society. Most people have been recycling and conscious of the environment for years. The term "going green" has recently taken on a new meaning. It's no longer just about helping the environment; it's about setting a good example as a sustainable company. We at MCCi have set out to be the best example of going green as a completely paperless company. You won't find a filing cabinet or even desks with piles of paper on them anywhere in our office. Going paperless is the foundation of our company and culture. Our goal is to free people from paper processes with electronic records and document management

systems, just as we have done for government agencies nationwide. As our company grows, we continue our efforts in assisting our clients to become paperless and implement processes to eliminate waste. Our mission of providing Digital Transformation will continue to assist our clients to eliminate wasteful processes and engage digital copies and processes rather than the old style of paper copies. MCCi also provide scanning services that assist clients in achieving full digitization of their old files to eliminate the need for massive storage facilities to house documents. Our corporate location utilizes several energy saving measures, such as motion sensor lighting to further our green initiatives.

ANTI-DISCRIMINATION POLICY

It is the policy of MCCi to provide equal employment opportunities without regard to race, color, religion, sex, national origin, age, disability, marital status, veteran status, sexual orientation, genetic information, or any other protected characteristic under applicable law. This policy relates to all phases of employment, including, but not limited to, recruiting, employment, placement, promotion, transfer, demotion, reduction of workforce and termination, rates of pay or other forms of compensation, selection for training, the use of all facilities, and participation in all company-sponsored employee activities. Employees and applicants shall not be subjected to harassment, intimidation or any type of retaliation because they have (1) filed a complaint; (2) assisted or participated in an investigation, compliance review, hearing or any other activity related to the administration of any federal, state or local law requiring equal employment opportunity; (3) opposed any act or practice made unlawful by any federal, state or local law requiring equal opportunity; or (4) exercised any other legal right protected by federal, state or local law requiring equal opportunity. The above-mentioned policies shall be periodically brought to the attention of supervisors and shall be appropriately administered. It is the responsibility of each supervisor of the company to ensure affirmative implementation of these policies to avoid any discrimination in employment. All employees are expected to recognize these policies and cooperate with their implementation. Violation of these policies is a disciplinary offense. MCCi's HR Director has been assigned as the Affirmative Action Officer and will monitor the implementation of our affirmative action program, policy, and plan.

VENDOR CERTIFICATIONS

PROVIDE A COPY OF ALL CURRENT LICENSES, REGISTRATIONS AND CERTIFICATIONS ISSUED BY FEDERAL, STATE AND LOCAL AGENCIES, AND ANY OTHER LICENSES, REGISTRATIONS OR CERTIFICATIONS FROM ANY OTHER GOVERNMENTAL ENTITY WITH JURISDICTION, ALLOWING RESPONDENT TO PERFORM THE COVERED SERVICES INCLUDING, BUT NOT LIMITED TO, LICENSES, REGISTRATIONS, OR CERTIFICATIONS. CERTIFICATIONS CAN INCLUDE M/WBE, HUB, AND MANUFACTURER CERTIFICATIONS FOR SALES AND SERVICE.

From growth as a company to our client's success, at MCCi, LLC. we are achieving great things. Below are just a few recognitions that have been awarded.

- LaserFiche – In 2021 we were awarded Diamond Level Laserfiche Solution Provider for the second year in a row. This award recognizes extraordinary growth achievements and is the highest honor for a Solution Provider. MCCi's going on 19 years as a Laserfiche solution provider for 2022.
- Blue Prism – MCCi received the Regional Public Sector of the Year Partner Excellence Award for 2021!
- Engaging Local Government Leaders (ELGL) Haverford List – MCCi has been recognized as #1 out of the Top 25 companies and organizations serving local government.
- INC. Magazine – MCCi is ranked number 3,660 on its annual Inc. 5000 list for 2021, the most prestigious ranking of the fastest-growing private companies in the United States. This is our fourth year achieving this honor.

MCCi can conduct business in all states. Please see the attached letters from our partners regarding our ability to conduct business nationwide. Any additional documentation can be provided upon request.

October 18, 2022

To Whom It May Concern:

MCCi, LLC is an authorized certified Laserfiche Solution Provider and has been so for over two decades. MCCi, LLC has won many accolades over the years at Laserfiche's annual Winner's Circle for Solution Providers. If you have any questions, please feel free to call or email Associate Director - East, Alex Matos at (562) 676-6367 and alex.matos@laserfiche.com.

Regards,

Wylie Strout

Wylie Strout
General Counsel

TAB 5 - PRODUCTS AND SERVICES

WARRANTY

APPLICABLE WARRANTY AND/OR GUARANTEES OF EQUIPMENT AND INSTALLATIONS INCLUDING ANY CONDITIONS AND RESPONSE TIME FOR REPAIR AND/OR REPLACEMENT OF ANY COMPONENTS DURING THE WARRANTY PERIOD.

Services Warranty

MCCi warrants that all Services shall be performed by personnel with relevant skill sets and familiarity with the solution in a professional and competent manner.

MCCi's provision of a Deliverable to Client shall constitute a representation by MCCi that it has conducted a review of the Deliverable and believes it meets the written specifications, if any, set forth in the corresponding Order. Client shall then have the right to conduct any review of the Deliverable as Client shall deem necessary or desirable. If Client, in its reasonable discretion, determines that any submitted Services or Deliverable does not meet the specifications, set forth in the applicable Order, Client shall have five (5) business days after MCCi's submission to give written notice to MCCi specifying the deficiencies in reasonable detail. MCCi shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, MCCi shall resubmit the Deliverable for review as set forth above. Notwithstanding the foregoing, if Client fails to reject any Deliverable within five (5) business days, such Deliverable shall be deemed accepted.

MCCi does not warrant that the services or deliverables will be uninterrupted or error-free, provided that MCCi shall remain obligated pursuant to this section 11. If the services fail to conform to the foregoing warranty in any material respect or to the specification set forth in an order, Client's initial remedy will be for MCCi, at its expense, to promptly use commercially reasonable efforts to cure or correct such failure. Upon failure of the foregoing, Client's remedies, and MCCi's entire liability, as a result of such failure, shall be subject to the limitations set forth in section 12 below. The foregoing warranty is expressly conditioned upon (i) Client providing MCCi with prompt written notice of any claim thereunder prior to the expiration thereof, which notice must identify with particularity the non-conformity; (ii) Client's full cooperation with MCCi in all reasonable respects relating thereto, including, in the case of modified software, assisting MCCi to locate and reproduce the non-conformity; and (iii) with respect to any deliverable, the absence of any alteration or other modification of such deliverable by any person or entity other than MCCi. MCCi also does not warrant any third-party products procured on behalf of Client. If there are any product warranties provided by the manufacturer of the product, any remedy should be requested directly from manufacturer and MCCi has no liability associated therewith.

Except as expressly provided in this section 11, MCCi does not make or give any representation or warranty, whether such representation or warranty be express or implied, including any warranty of merchantability, quality, or fitness for a particular purpose or any representation or warranty from course of dealing or usage of trade.

In the event that Client asserts any claim for warranty services hereunder and such claim relates to any matter that is mutually determined by the Parties not to be MCCi's responsibility hereunder (including any problem with Client's computer hardware or software that was not caused by any Services performed by MCCi), Client shall pay MCCi for all costs incurred for all evaluation, correction or other services performed by MCCi relating to such claim on a time and materials basis at MCCi's then-standard rates.

General Warranty.

MCCi shall perform the Services in compliance with all applicable federal and state laws and regulations and industry codes, including but not limited to (i) federal and state anti-kickback laws and regulations, (ii) federal and state securities laws, meaning that MCCi agrees that Client may be a publicly traded company and MCCi shall

instruct MCCi Personnel that federal and state securities laws prohibit the purchase, sale, or pledge of Client stock while in possession of any material, non-public information, (iii) the Foreign Corrupt Practices Act of 1977, (iv) federal and state privacy and data protection laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act (collectively, **"State Data Protection Laws"**), and (v) MCCi also represents that it uses E-Verify to verify the work authorization of all newly hired employees.

AVAILABILITY OF REPLACEMENT PARTS

Not Applicable as MCCi is a software-based company.

LIFE EXPECTANCY OF EQUIPMENT UNDER NORMAL USE

Not Applicable as MCCi is a software-based company.

DETAILED INFORMATION AS TO PROPOSED RETURN POLICY ON ALL EQUIPMENT

Any product returns are subject to the manufacturer's return policy.

PRODUCTS

VENDOR SHALL PROVIDE EQUIPMENT, MATERIALS AND PRODUCTS THAT ARE NEW UNLESS OTHERWISE SPECIFIED, OF GOOD QUALITY AND FREE OF DEFECTS

Not Applicable as MCCi is a software-based company.

CONSTRUCTION

VENDOR SHALL PERFORM SERVICES IN A GOOD AND WORKMANLIKE MANNER AND IN ACCORDANCE WITH INDUSTRY STANDARDS FOR THE SERVICE PROVIDED.

MCCi represents and warrants that it will perform all services in a timely, professional, and workmanlike manner, with a level of care, skill, practice, and judgment consistent with best industry standards and practices. MCCi uses personnel with qualifications, proficiency, and experience and will devote resources to meet all obligations.

We are fanatical about client success. Success starts with our eagerness to understand our clients' goals.

We do the right thing. Always. We care deeply about serving our clients and maintaining a solid reputation for always doing what's right – even when it's not easy. We know that the work we do has a big impact on our clients' lives and are committed to doing our work with the highest level of integrity and character.

We innovate and evolve. Our growth initiatives are based on what our clients need and where they are headed. We understand that we must continuously evolve and improve to support our clients.

We are unreasonably picky about our teammates. We believe the execution of team goals requires excellence at every level. Each team member must enjoy hard work and excel at doing their part. We expect and empower our team to grow, professionally and personally.

As referenced in the Master Agreement, MCCi (including any MCCi Order Fulfiller) and Participating Agency will enter into supplemental terms and conditions as part of establishing a new contract and for subsequent orders related to this NCPA contract.

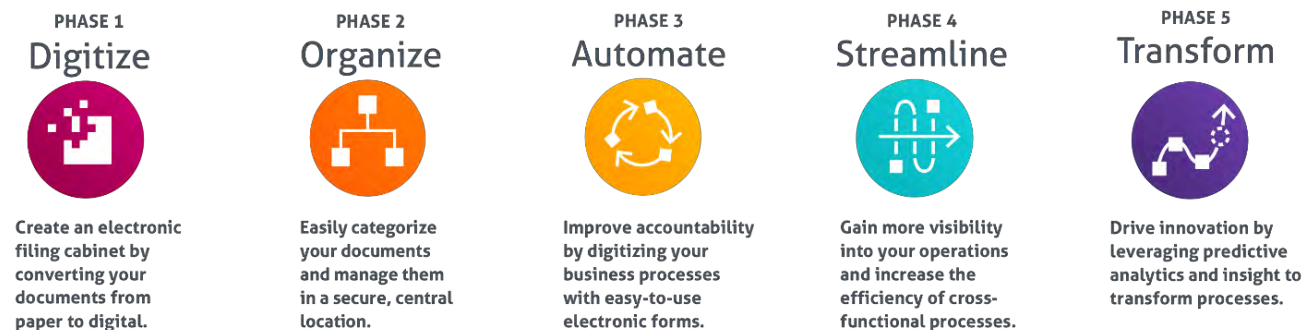
1. CATEGORIES

CATEGORY	PROPOSED SOLUTION
Enterprise Content Management	Laserfiche
Workflow	Laserfiche
Records Management	Laserfiche
Records Storage	Laserfiche
Document Imaging	MCCi's Scanning Services
Document Management	Laserfiche
Data Backup & Recovery	Laserfiche & MCCi's Managed Cloud
Secure Shredding	MCCi's Scanning Services
Web-Form Software	Laserfiche & OneSpan
Mobile Device Management	Laserfiche
Document Process Automation	Laserfiche, Abbyy, OneSpan, JustFOIA

LASERFICHE OVERVIEW

What once was a simple document imaging solution has evolved into a complete Content Services platform to serve the enterprise. In addition to native and core document/records management functionality, Content Services platforms continue to mature and address increasingly complex business processes and problems.

Where to start. MCCi leverages and recommends the Digital Transformation Model: an industry-accepted five-phased approach to transforming your office into a digital workplace. This model provides a structured framework for content services, process automation, analytics, and more. Often, technology is implemented in one department, and the interest of other departments quickly grows. The Digital Transformation Model guides whether you are one department or looking to go enterprise wide.



Select a solution. In 1999, we searched for a solution with company stability, growth, and service commitment to clients. In our search for the best overall Content Services platform, Laserfiche stood out as a solution that meets clients' demands while being economical, scalable, and usable. Laserfiche is a platform for automating business processes from start to finish with the flexibility to integrate with clients' existing solutions. With capabilities ranging from electronic records management to document routing, electronic forms, and integrations, Laserfiche is a powerful solution that enables the entire enterprise. Please keep in mind some of the features of Laserfiche:



USER-FRIENDLY

Laserfiche is very easy to learn, navigate, and use. With a folder structure similar to Windows Explorer, Laserfiche will seem familiar to staff, giving them the confidence to begin scanning and retrieving documents almost immediately after installation.

COMPREHENSIVE SECURITY

Laserfiche Comprehensive Security allows clients to control and administer the security of their documents. Clients determine what functions, such as scanning and printing, each staff member may use.

INTELLIGENT SEARCH

The Laserfiche Search Engine is a powerful tool to help users find the documents they need during their day-to-day processes, including full-text search, index search, and document and folder name. The Laserfiche full-text search unlocks the contents of documents; if users need to find a word or phrase within a document, Laserfiche retrieves it immediately. An easy Google-style toolbar is available for searching as well.

INTEGRATION

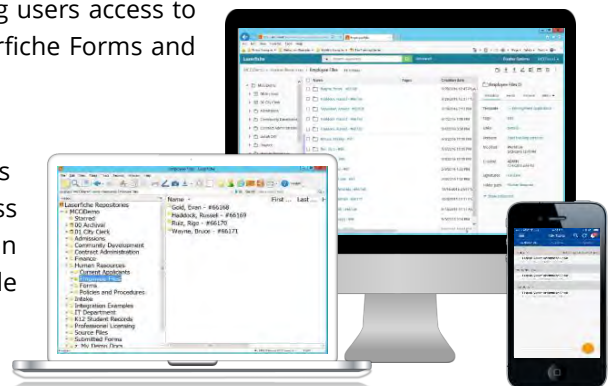
Laserfiche is the central repository for records in clients' organizations and allows them to integrate other main line-of-business solutions easily. Whether clients are looking for a way to integrate with a departmental solution, ERP solution, Microsoft Office application or SharePoint, etc., Laserfiche has options available to reduce duplicate data entry and provides seamless access to their records.

E-FORMS & BUSINESS PROCESS AUTOMATION

Laserfiche allows users to capture information while automating and transforming business processes. Users are finding efficiencies by reducing the time processes take and giving users access to information instantaneously through the implementation of Laserfiche Forms and Laserfiche Workflow, resulting in cost savings for the organization.

MOBILITY & WEB TOOLS

Mobile devices are used in organizations for day-to-day operations. Laserfiche has options available to ensure users can access Laserfiche from these devices and perform related actions quickly on the go. There are also options to give clients' outside citizens/customers access to records through the web to promote transparency and decrease records requests.



LASERFICHE AVANTE

With capabilities ranging from records management to document routing, electronic forms, and digital signatures, Laserfiche Avante provides an easy-to-use, cost-effective platform that enables efficiency and optimizes the decision-making process with the right content in the right hands at the right time.

As an organization continues to grow, Laserfiche offers an upgrade path to the enterprise Rio platform that provides additional robust capabilities.

Each Laserfiche Avante System and Full Named User includes:

- One (1) Laserfiche Application Server & Repository
- Windows, Web, and Mobile Clients
- Laserfiche Snapshot & Email
- Laserfiche Workflow
- Laserfiche Forms Essentials
- Laserfiche Integration with Microsoft Office

LASERFICHE RIO

By providing unlimited document repositories and servers, Laserfiche Rio supports development, testing, staging, and production, putting clients in complete control of their business processes and system design. With capabilities ranging from records management to document routing, electronic forms, and digital signatures, Laserfiche Rio provides an easy-to-use, cost-effective platform for automating day-to-day business processes.

Each Laserfiche Rio System and Full Named User includes:

- Unlimited Laserfiche Application Servers
- Unlimited Laserfiche Repositories
- Windows, Web, and Mobile Clients
- Laserfiche Advanced Audit Trail
- Laserfiche Snapshot & Email
- Laserfiche Workflow
- Laserfiche Forms Essentials
- Laserfiche Digital Signatures
- Laserfiche Discussions
- Laserfiche Integration with Microsoft Office

LASERFICHE SUBSCRIPTION

Unlike purchased perpetual licensing, Laserfiche Subscription lowers clients' initial licensing costs based on *subscribing* to the rights to use Laserfiche products and services instead of *owning* them. With included functional ranging from records management (DoD 5015.2 certified) to document routing, electronic forms, and batch processing tools, Laserfiche Subscription provides an easy-to-use, cost-effective platform to automate day-to-day business processes. By providing unlimited document repositories and servers, Laserfiche Subscription supports development, testing, staging and production, putting clients in complete control of their business processes and system design.

LASERFICHE CLOUD

Similar to Laserfiche Subscription, Laserfiche Cloud lowers initial licensing costs based on *subscribing* to the rights to use Laserfiche products and services instead of *owning* them. With included functional ranging from records management (DoD 5015.2 certified) to document routing, electronic forms, and batch processing tools, Laserfiche Subscription provides an easy-to-use, cost-effective platform to automate day-to-day business processes.

The Laserfiche Cloud license introduces a straightforward annual fee, including software licenses, hosted storage, technical support, and software updates.

LASERFICHE LICENSING GUIDE

LASERFICHE PLATFORM ARCHITECTURE		
	Avante	Rio
Application Servers	1	Unlimited
Repositories	1-15 (1 included)	Unlimited
Database Options	SQL Express, SQL	SQL
Web Admin Console	Included	Included (Directory Server)
FULL USE ACCESS LICENSES		
Full Named Users	Minimum of 1	Minimum of 25
Workflow	Included	Included
Snapshot	Included	Included
Email	Included	Included
Web Client	Included	Included
Mobile Access	Included	Included
Digital Signatures	Add-on Option	Included
Audit Trail	Add-on Option (Starter, Standard, Advanced)	Included (Advanced)
ScanConnect	Add-on Option	Add-on Option
Connector	Add-on Option	Add-on Option
Forms Essentials	Included with v10.2.1+	Included with v10.2.1+
Forms Professional	Add-on Option	Add-on Option
LIMITED USE ACCESS LICENSES		
Retrieval Named Users	Not Available	Minimum of 200 only if currently owned
Forms Authenticated Participants	Add-on Option only if currently owned	Add-on Option only if currently owned
Participant Users	Add-on Option	Add-on Option
Participant Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Community Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Education Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Process Users (Subscription)	Add-on Option w/LFDS	Add-on Option
Enterprise Identity Management	Not Available	Add-on Option*
MODULE BASED LICENSES		
Import Agent	Add-on Option	Add-on Option
Public Portal (WebLink) †	Options: Web Distribution (5), Starter (10), Standard (25), Midsize (50), Unlimited	Options: Pilot (25), Unlimited (1, 2 or Unlimited Laserfiche Application Server(s))
Records Management	Add-on Option	Add-on Option
Quick Fields ††	Add-on Option	Add-on Option
Forms Portal	Add-on Option	Add-on Option
Enterprise Forms Portal #	Add-on Option	Add-on Option

† Public Portal is licensed per Laserfiche Application Server; Web Distribution version only comes with 1 security profile

†† Quick Fields is licensed per machine rather than per user, except on Subscription and Cloud where the number of available installations is limited to the number of named users. Multiple Quick Fields modules/options are available dependent upon platform.

Enterprise Forms Portal allows for Forms Portal to be activated on more than one Laserfiche Forms Application Server

*Licensed by total number of users (Named, Participant, Community and Education).

LASERFICHE DEFINITIONS

LASERFICHE WORKFLOW

Automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.

LASERFICHE SNAPSHOT

Print directly into Laserfiche, capturing a “snapshot” of the electronic file at the time. These files are saved in TIFF format, an unalterable image.

LASERFICHE EMAIL PLUG-IN

Allows instant electronic document distribution via standard MAPI-compliant e-mail applications. This feature is included in every Full User and Retrieval User license.

LASERFICHE WEB CLIENT

A web-based thin client, offering virtually all document management capabilities of the standard Laserfiche interface. Web Client allows the client’s IT staff to roll out high-volume Laserfiche access and version updates without increasing the client’s organization’s application support burden. Web Client also includes access to Laserfiche Mobile and the Laserfiche SharePoint Integration resources.

LASERFICHE SHAREPOINT INTEGRATION

The SharePoint Integration (SPI) is built on the power of Laserfiche Web Access, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires a self-hosted installation of SharePoint.

LASERFICHE MOBILE/WEB CLIENT LIGHT

Allows organizations to access the features of the Laserfiche Client through a smartphone or tablet. They can remotely capture, edit, and search for documents, interact with Laserfiche Forms, and start/participate in a business process. Mobile is available for iOS, Windows, and Android devices. Laserfiche Web Client or Laserfiche Forms is required for any/all mobile access options.

LASERFICHE DIGITAL SIGNATURES

A way of indicating that a document signature is authentic and has not been modified since the signature was applied. Allows users to automatically sign and validate documents directly in the Laserfiche Client or Laserfiche Web Access.

LASERFICHE AUDIT TRAIL MODULES

STARTER EDITION

Tracks basic events that occur in the repository and that involve accessing, modifying, or exporting data. Basic events include creating, editing, printing, or deleting documents, creating annotations, and assigning metadata.

STANDARD EDITION

Builds on the Starter Edition by tracking additional security/access-related events, and unsuccessful attempts to perform actions, such as failed attempts to access or print documents.

ADVANCED EDITION

All the functionality of the other two editions, and tracks more events including password changes, creation or modification of users and groups, and changes to repository-wide settings. It can also track all searches users perform, require users to enter reasons for performing certain actions, and automatically add watermarks to printed documents.

LASERFICHE SCANCONNECT™

A collection of ISIS scanner drivers is included with Laserfiche ScanConnect™. ScanConnect™ can be purchased as an add-on to both Laserfiche scanning and Quick Fields.

LASERFICHE FORMS

Laserfiche Forms allows organizations to create electronic fillable forms for collection and processing information and has flexible design options to meet the client's organization's needs. Users can:

- Create custom forms from a library of field or selection elements.
- Utilize the Business process library (Laserfiche Forms version 10.1 or later) which includes a digital library of prebuilt form templates designed for easier process automation deployment
- Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).
- Create role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.

Reporting tools allow different views of details on submitted forms such as:

- User view of details about all submitted forms.
- Approver "dashboard" of submissions awaiting approval.
- Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include a login to forms system, public URL, secure URL, or embedded into a webpage.

Feature	Forms Essentials	Forms Professional
Business process and form creation functionality*	■	■
Operational Dashboard	■	■
View basic reports on process instances, tasks, and process data	■	■
Teams	■	■
Direct Approval through Email	■	■
Database Lookups		■
Performance Dashboard		■
Enhanced reporting with built-in data aggregation options such as count, sum, min, max, average, and median		■
Create advanced reports with data visualizations including charts and graphs		■
Payment Gateway (Compatible Payment Processor Account Required)		■

* Includes JavaScript/CSS, field rules, and form themes

LASERFICHE FORMS PORTAL MODULE

The Forms Portal license allows form submission from unlicensed (public) users. Forms Portal is designed primarily for non-internal/public user submissions, therefore there is no Windows Authentication security validation provided. The users that access forms through the Forms Portal can only submit forms (these users cannot participate in the business process after a form has been submitted). The Forms Portal is licensed to a specific forms instance/server, rather than to the Laserfiche Application Server. Please note that if an organization desires to have a Forms Portal for internal users, as well as a Forms Portal for external users, and security protocol requires that these two Forms Portals reside on separate servers (one internal one external), Enterprise Forms Portal or multiple Forms Portal licenses are required.

LIMITED USE ACCESS LICENSES

Laserfiche offers limited use and more affordable licensing options for clients in need of only a subset of modules/features for a particular use case and/or group of users. The benefits of each option listed below is only available if purchased by the client as defined in the Pricing section.

RETRIEVAL NAMED USERS

For users in need of read-only repository access. The Laserfiche email plug-in is included, and access is available through the Laserfiche Client or Laserfiche Web Access.

LASERFICHE PARTICIPANT USERS

For users who do not have the need/budget for a Full Named User License/Forms Professional license but do have the need for authenticated access to submit forms, complete forms task, view shared report snapshots, and view documents in the repository.

SUBSCRIPTION LASERFICHE PARTICIPANT USERS

For employees in need of read-only repository access and the ability to participate in forms processes.

SUBSCRIPTION LASERFICHE COMMUNITY USERS

For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (i.e., Vendor Management).

SUBSCRIPTION LASERFICHE EDUCATION USERS

For accredited educational institutions that meet the requirements listed. Licenses are reserved for the education community including faculty, students, alumni, and parents and guardians of students. Faculty includes professors (assistant, adjunct, associated, tenured), lecturers, and researchers. Provides read-only repository access and ability to participate in forms processes.

- **Educational Institutions:** Defined as an accredited school organized and operated exclusively for educational purposes. An accredited school must be:
 - A public or private K-12, vocational school, correspondence school, junior college, college, university, or scientific or technical institution accredited by associations recognized by the US Department of Education and/or the State Board of Education.
 - A preschool that meets all of the following:
 - is an early childhood program that serves a minimum of ten children ages 2-5
 - has been in operation for at least one (1) year and provides educational services
- **Administrative Offices or Boards of Education:**
 - A district, regional, or state administrative offices of public educational institutions.
 - Administrative entities organized and operated exclusively for the administration of private educational institutions.
 - Other state or local government entities, nearly all of whose activities consist of administrative support, of a nature that advances academic learning for public educational institutions.
 - Administrative offices or boards of education of educational institutions: defined as district, regional, and state administrative offices of the foregoing educational institutions defined above.
- **Full- and part-time faculty and staff of educational institutions:**
 - Defined as all full and part time faculty and staff of educational institutions defined above
- **Full- and part-time matriculated students of higher education institutions:**
 - Defined as full and part-time matriculated students of a higher education institution defined as a public or private vocational school, correspondence school, junior college, college, university, or scientific or technical institution accredited by associations recognized by the State Board of education and/or the U.S. Department of Education.

LASERFICHE IMPORT AGENT

Automatically retrieves files stored in a Windows folder and imports them into a Laserfiche repository, performing OCR as part of the process.

LASERFICHE PUBLIC PORTAL - WEBLINK™

The WebLink™ module publishes select documents in a Laserfiche repository to an intranet or the Internet in read-only form. Built on ASP Microsoft .NET Framework, WebLink™ can be customized to match the look and feel of an organization's Internet or intranet site.

LASERFICHE RECORDS MANAGEMENT

The Records Management module allows for managing the complete life cycle of records in Laserfiche to include retention schedule management, legal holds/record freezes, disposition, and vital record management, etc.

LASERFICHE QUICK FIELDS (QF) BATCH PROCESSING TOOLS

High volume capture software that automates document import, classification, and indexing. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process, improving the speed and accuracy of data capture. QF is a prerequisite for the following:

QF BAR CODE VALIDATION PACKAGE

The Bar Code add-on reads bar codes on a specified page, identifying pages, populating fields, determine document names, or determining file location. Bar Code is very powerful when combined with Real Time Lookup. Supported barcode formats: Coda bar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE.

QF REAL-TIME LOOK UP VALIDATION PACKAGE

Lookup populates template fields and validates metadata by retrieving data stored in third-party databases and other applications.

QF ZONE OCR VALIDATION PACKAGE

The Zone OCR (Optical Character Recognition) add-on will scan a specific zone on an image for text. The data returned by this process can be used for identifying pages, populating fields, determining document names, or determining file location.

QF FORMS ALIGNMENT

Automatically repositions scanned documents to match a master form, correcting for scanning errors and improving data extraction.

QF DOCUMENT CLASSIFICATION

Designed for clients who handle multiple forms and document types.

QF AUTO STAMP/REDACTION/BATES NUMBERING

A document auto-numbering annotation option.

QF OPTICAL MARK RECOGNITION

Detects handwritten information, including marks on surveys.

QF AGENT

Enables administrators to schedule QF processing without operator intervention.

QF FORMS IDENTIFICATION

Automatically recognizes the document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.

QF FORMS EXTRACTOR

Removes form outlines to isolate data for more accurate capture.

QF SCRIPTING KIT

Offers a QF script editor, allowing developers to write C# and VB Microsoft .NET Framework Scripts.

LASERFICHE ENTERPRISE IDENTITY MANAGEMENT SUBSCRIPTION

The Enterprise Identity Management add-on expands out Laserfiche Directory Server capabilities, making it easier for enterprise organizations to manage users at scale. This includes on-demand (just-in-time) license provisioning to onboard SAML and Active Directory (AD) users automatically as they login to Laserfiche for the first time, as well as a self-service portal where users can upgrade their license type. Additionally, documentation for the LFDS API is available, including code samples, to support the development of custom on-boarding user flows. This add-on is particularly relevant for organizations with SAML or enterprise organizations (500+ employees, 1,000+ licenses) with AD. This product requires an SOW for implementation.

LASERFICHE SUBSCRIPTION LICENSING GUIDE

LASERFICHE PLATFORM ARCHITECTURE			
	Starter	Professional	Business
Application Servers	1	Unlimited	Unlimited
Repositories	1	15	15
Database Options	SQL Express	SQL	SQL
FULL USE ACCESS LICENSES			
	Starter	Professional	Business
Full Named Users	Minimum of 1	Minimum of 10	Minimum of 25
Snapshot	Included	Included	Included
Email	Included	Included	Included
Web Client	Included	Included	Included
Mobile Access	Included	Included	Included
Audit Trail	Included (Starter)	Included (Starter) Advanced is Add-on Option	Included (Advanced)
Workflow	Not Available	Included	Included
Connector	Not Available	Included	Included
Forms Professional	Not Available	Included	Included
Enterprise Identity Management	Not Available	Not Available	Included
LIMITED USE ACCESS LICENSES			
	Starter	Professional	Business
Participant Users	Not Available	Add-on Option, Minimum of 10	Add-on Option, Minimum of 10
Community Users	Not Available	Add-on Option	Add-on Option
Education Users	Not Available	Add-on Option	Add-on Option
MODULE BASED LICENSES			
	Starter	Professional	Business
Import Agent with Email Archiving	Included	Included	Included
ScanConnect	Add-on Option	Add-on Option	Add-on Option
Public Portal (WebLink) †	Options: Public Portal for 1, 2 and Unlimited Laserfiche Servers	Options: Public Portal for 1, 2 and Unlimited Laserfiche Servers	Unlimited Public Portal Included
Records Management	Not Available	Add-on Option	Included
Quick Fields Complete with Agent ††	Add-on Option	10 Installations Included	10 Installations Included
Forms Portal †	Not Available	Add-on Option	3 Instances of Forms Portal Included
Sandbox*	Add-on Option	Add-on Option	3 Sandboxes Included
INTEGRATIONS			
	Starter	Professional	Business
Microsoft 365 Integration with Simultaneous Editing	Included	Included	Included
Integration with SharePoint Federated Search	Included	Included	Included
Integration with DocuSign	Not Available	Included	Included
Integration with LaserApp	Add-on Option	Add-on Option	Included
Integration with LaserApp	Add-on Option	Add-on Option	Add-on Option
Laserfiche for Ricoh MFD	Add-on Option	Add-on Option	Add-on Option
Certified Integration with SAP ArchiveLink	Add-on Option	Add-on Option	Add-on Option

† Public Portal and Forms Portal are licensed per Laserfiche Application Server.

†† Quick Fields is licensed per machine.

* A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.

LASERFICHE SUBSCRIPTION DEFINITIONS

LASERFICHE SUBSCRIPTION

Laserfiche Subscription licensing is a self-hosted subscription license and allows organizations to access the entire Laserfiche product suite at a cost-effective price point. It is accessible, convenient, and designed to help the client's organization scale. With Laserfiche Subscription, the client has the flexibility to manage licenses based on user roles or expected growth so they can easily scale their deployment within their organization. All Laserfiche Subscription tiers include:

- **Web Client:** Enables subscription users to access content through a web browser.
- **Laserfiche Mobile:** An app (Android and Apple) that enables users to capture, upload, and securely access and work with documents inside Laserfiche while on the go.
- **Laserfiche Snapshot:** "Print" electronic documents into the client's repository as TIFF images with this virtual printer. Laserfiche Snapshot works as though the client had printed the document and then scanned it back into Laserfiche but allows them to skip the step of making a physical printed copy.
- **Audit Trail:** Track activities performed in a Laserfiche repository and generate reports. Auditing helps to show compliance with legal regulations and contributes to the security of the Laserfiche repository.
- **Automated text extraction:** Automatically extract specific text.
- **Import Agent with Email Archive:** A tool for automatically importing files into the Laserfiche repository from a Windows folder, and the Email Archive allows the client to automatically archive emails to Laserfiche. Email Archive can extract and assign metadata to the emails saved in Laserfiche, as well as extract and save attachments and the email's distribution list file.
- **Microsoft Office Integration:** Integration with Microsoft Office® Suite. Allows for direct content import as well as indexing capabilities. As a part of this integration, emails and attachments stored in Outlook can be imported to the repository with a single click and auto indexed with information such as sender, subject, time received, etc.
- **Integration with SharePoint:** The SharePoint Integration (SPI) is built on the power of Laserfiche Web Client, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires a self-hosted installation of SharePoint.

LASERFICHE STARTER SUBSCRIPTION ADD-ONS

These items are optional and are only part of the proposed solution if included in the pricing.

- **ScanConnect™:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Public Portal:** Share documents with people outside the organization, providing read-only access to specific documents without signing in.
- **Sandbox:** A sandbox environment includes 10 users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

- **Certified Integration with SAP ArchiveLink:** Allows the client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** Provides forms filling solutions for broker-dealers, financial advisors, insurance agents, and others in the financial industry.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

LASERFICHE PROFESSIONAL SUBSCRIPTION

Please refer to the [Pricing](#) section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work. These tools include:

- **Full SQL Support**
- **15 Repositories per Laserfiche Application Server**
- **Workflow:** Automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.
- **Forms Professional:** Laserfiche Forms allows organizations to create electronic fillable forms for collection and processing information and has flexible design options to meet the client's organization's needs. Users can:
 - Create custom forms from a library of field or selection elements.
 - Utilize the Business process library includes a digital library of prebuilt form templates designed for easier process automation deployment
 - Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).
 - Create role-based security to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.

Reporting tools allow different views of details on submitted forms such as:

- User view of details about all submitted forms.
- Approver "dashboard" of submissions awaiting approval.
- Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include a login to forms system, public URL, secure URL, or embedded into a webpage.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields is included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Federated Search:** A web application that allows the client to perform searches across multiple repositories at the same time.

LASERFICHE PROFESSIONAL SUBSCRIPTION ADD-ONS

These items are optional and are only part of the proposed solution if included in the pricing.

- **Public Portal:** Share documents with people outside the organization, providing read-only access to specific documents without signing in.
- **Forms Portal:** Allow non-authenticated users to view and submit public starting forms.
- **Sandbox:** A sandbox environment includes ten (10) users, Laserfiche Directory Server and any additional add-ons purchased, such as portals.

- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **SDK:** Access to the same Web Services, APIs and libraries for integration with other applications.
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Certified Integration with SAP ArchiveLink:** Allows the client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, the client can then store those forms in Laserfiche, and extract information from Client's forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche server can be performed.

LASERFICHE BUSINESS SUBSCRIPTION

Please refer to the [Pricing](#) section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work. These tools include:

- **Full SQL Support**
- **15 Repositories per Laserfiche Application Server**
- **Workflow:** Automates business processes, such as approvals, routing based on conditions, or database integrations, improving consistency with how records are filed in Laserfiche.
- **Forms Professional:** Laserfiche Forms allows organizations to create electronic fillable forms for collection and processing information and has flexible design options to meet the client's organization's needs. Users can:
 - Create custom forms from a library of field or selection elements.
 - Utilize the Business process library includes a digital library of prebuilt form templates designed for easier process automation deployment.
 - Automate business processes for form data to follow, such as decision-making, emailing, or approvals (dynamic behaviors available with CSS and JavaScript).
 - Create role-based security is included to allow and restrict access to necessary functions for form submitters, reviewers, approvers, form creators, and system administrators.

Reporting tools allow different views of details on submitted forms such as:

- User view of details about all submitted forms.
- Approver "dashboard" of submissions awaiting approval.
- Administrator views of all submissions by form and approval status.
- Forms can be used internally or externally (with the appropriate licensing). Publication options include a login to forms system, public URL, secure URL, or embedded into a webpage.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.

- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Enterprise Identity Management:** The Enterprise Identity Management add-on expands out Laserfiche Directory Server capabilities, making it easier for enterprise organizations to manage users at scale. This includes on-demand (just-in-time) license provisioning to onboard SAML and Active Directory (AD) users automatically as they login to Laserfiche for the first time, as well as a self-service portal where users can upgrade their license type. Additionally, documentation for the LFDS API is available, including code samples, to support the development of custom on-boarding user flows. This add-on is particularly relevant for organizations with SAML or enterprise organizations (500+ employees, 1,000+ licenses) with AD. This product requires an SOW for implementation.
- **SDK:** Access to the same Web Services, APIs and libraries for integration with other applications.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Public Portal:** With unlimited views, share documents with people outside the organization, providing read-only access to specific documents without signing in.
- **Forms Portal:** With unlimited submissions, allow non-authenticated users to view and submit public starting forms. Laserfiche Business Subscription comes with three (3) installations of Forms Portal.
- **Sandbox:** A sandbox environment includes ten (10) users, Laserfiche Directory Server and any additional add-ons purchased, such as portals. Laserfiche Business Subscription comes with three (3) sandboxes.
- **Federated Search:** A web application that allows the client to perform searches across multiple repositories at the same time.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

LASERFICHE BUSINESS SUBSCRIPTION ADD-ONS

- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Certified Integration with SAP ArchiveLink:** Allows the client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, the client can then store those forms in Laserfiche, and extract information from their forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

LASERFICHE CLOUD LICENSING GUIDE

LASERFICHE PLATFORM ARCHITECTURE			
	Starter	Professional	Business
App. Servers/Repositories	1	1	1
FULL USE ACCESS LICENSES			
	Starter	Professional	Business
Full Named Users	Minimum of 1	Minimum of 5	Minimum of 25
100 GB Storage Per User	Included Additional Storage Available	Included Additional Storage Available	Included Additional Storage Available
Audit Trail	Included (Starter)	Included (Starter) Advanced is Add-on Option	Included (Advanced)
Direct Share	Included	Included	Included
Automated/Encrypted Backups	Included	Included	Included
Intrusion Detection	Included	Included	Included
Automated Feature and Security Updates	Included	Included	Included
Import Agent w/Email Archiving	Included	Included	Included
Process Automation	Not Available	Included	Included
Connector	Not Available	Included	Included
Surveys	Not Available	Included	Included
Records Management	Not Available	Add-on Option	Included
LIMITED USE ACCESS LICENSES			
	Starter	Professional	Business
Participant Users	Not Available	Add-on Option, Minimum of 10	Add-on Option, Minimum of 10
Community Users	Not Available	Add-on Option	Add-on Option
Education Users	Not Available	Add-on Option	Add-on Option
MODULE BASED LICENSES			
	Starter	Professional	Business
Quick Fields Complete with Agent ††	Add-on Option	10 Installations Included	10 Installations Included
Invoice Smart Capture	Not Available	Add-on Option	Add-on Option
Workflow Bots	Not Available	1 Included with Option to Add-on	1 Included with Option to Add-on
Vault	Add-on Option	Add-on Option	Add-on Option
ScanConnect	Add-on Option	Add-on Option	Add-on Option
SDK	Not Available	Add-on Option	Included
Public Portal (WebLink) †	Not Available	Options: 1,000 Views, Blocks of 10,000 Views	Unlimited Views
Forms Portal †	Not Available	Options: 1,000 Submissions, Blocks of 10,000 Submissions	Unlimited Submissions
INTEGRATIONS			
	Starter	Professional	Business
Microsoft 365 Integration with Simultaneous Editing	Included	Included	Included
Integration with SharePoint	Included	Included	Included
Integration with Salesforce, Microsoft Dynamics 365, and Redtail CRMs	Not Available	Included	Included
Integration with DocuSign	Add-on Option	Add-on Option	Included
Integration with Ellucian Ethos	Not Available	Add-on Option	Add-on Option
Integration with LaserApp	Add-on Option	Add-on Option	Add-on Option
Laserfiche for Ricoh MFD	Add-on Option	Add-on Option	Add-on Option
Certified Integration with SAP ArchiveLink	Add-on Option	Add-on Option	Add-on Option

† Public Portal and Forms Portal are licensed per Laserfiche Application Server.

†† Quick Fields is licensed per machine.

* A sandbox environment includes 10 users, laserfiche directory server and any additional add-ons purchased, such as portals.

LASERFICHE CLOUD DEFINITIONS

LASERFICHE CLOUD

Laserfiche Cloud is a Software as a Service (SaaS) solution, which provides a central digital repository accessible from anywhere. With Laserfiche cloud the client can upload, view, and modify content within a streamlined fully responsive web interface. In addition to the central repository, below are some of the great features that come with Laserfiche Cloud. The Laserfiche Cloud license introduces a straightforward annual fee including software licenses, hosted storage, technical support and software updates. The licensing option provides the SaaS solution hosted on Amazon Web Services. All Laserfiche Cloud tiers include:

- **100 GB Per User**
- **Web Client:** Enables subscription users to access content through a web browser.
- **Laserfiche Mobile:** An app (Android and Apple) that enables Client to capture, upload, and securely access and work with documents inside Laserfiche while on the go.
- **Laserfiche Snapshot:** "Print" electronic documents into Client's repository as TIFF images with this virtual printer. Laserfiche Snapshot works as though Client had printed the document and then scanned it back into Laserfiche but allows Client to skip the step of making a physical printed copy.
- **Direct Share:** Allows Client to share content from the Laserfiche repository with external users through the Web Client or Mobile App. When Client sends documents through direct share, the recipient will receive a unique and anonymized URL that they can use to access the files for a limited period of time. One can add a password and specify the number of days until the URL expires. The sender will receive notifications when the content was viewed, and a repository administrator can see the status of who shared it, with whom, and if and when it was accessed.
- **Audit Trail:** Track activities performed in a Laserfiche repository and generate reports. Auditing helps to show compliance with legal regulations and contributes to the security of the Laserfiche repository.
- **Automated text extraction:** Automatically extract specific text.
- **Import Agent with Email Archive:** A tool for automatically importing files into the Laserfiche repository from a Windows folder, and the Email Archive allows Client to automatically archive emails to Laserfiche. Email Archive can extract and assign metadata to the emails saved in Laserfiche, as well as extract and save attachments and the email's distribution list file.
- **Industry-Leading Data Encryption:** For data in transit over public networks, Laserfiche Cloud uses TLS encryption, and AES-256 encryption is utilized for data-at-rest, including backups. Documents are backed up six (6) times a day with the most recent three (3) backups available for a minimum of 14 days.
- **Multi-Factor Authentication:** Multi-factor authenticated can be enabled for a Laserfiche Cloud user account.
- **Single Sign-On:** Laserfiche Cloud supports single sign-on with Active Director Federation Services (AD FS) and Security Assertion Markup Language (SAML).
- **Intrusion Detection:** Laserfiche Cloud utilizes host-based intrusion detection systems to reduce the risk of data theft by individuals or organizations attempting to gain unauthorized access.
- **Microsoft Office Integration:** Integration with Microsoft Office® Suite. Allows for direct content import as well as indexing capabilities. As a part of this integration, emails and attachments stored in Outlook can be imported to the repository with a single click and auto indexed with information such as sender, subject, time received, etc.
- **Integration with SharePoint:** The SharePoint Integration (SPI) is built on the power of Laserfiche Web Client, a Section 508-compliant thin client that reduces installation, support, and maintenance requirements. The integration requires a self-hosted installation of SharePoint.

LASERFICHE CLOUD STARTER ADD-ONS

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These items are optional and are only part of the proposed solution if included in the pricing.

- **Additional Storage**
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Laserfiche Vault:** A solution package that supports financial services firms' compliance with SEC Rule §17a-4 using services and cloud-based features that provide a secure and accurate system of records.
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Certified Integration with SAP ArchiveLink:** Allows Client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** Provides forms filling solutions for broker-dealers, financial advisors, insurance agents, and others in the financial industry.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

LASERFICHE CLOUD PROFESSIONAL

Please refer to the [Pricing](#) section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work. Those tools include:

- **Process Automation:** A unified feature set to digitize and automate business processes. These tasks include moving documents, extracting and inputting data, setting deadlines and more.
 - **Business Process Designer:** Diagram business processes through the process modeler, which is based on business process model and notation (BPMN) standards.
 - **Workflows:** Build processes to extract data, route documents, automate activities, assign team and individual tasks, extract data, route documents, and more without requiring code.
 - **Business Processes & Forms:** Forms allow process managers to create and publish web forms with an intuitive forms management system without requiring coding or scripting.
 - Attractive forms can easily be created with preconfigured templates or customized with editable fonts, colors, uploaded images and layouts.
 - Drag-and-drop form elements including fields, checkboxes, and radio buttons onto a form to collect the exact information needed, in the precise format required.
 - Payment collection allows payment to be collected with Braintree and Authorize Microsoft .NET Framework payment gateways.
 - Automatically apply bulk annotations such as highlights, redactions, strikethroughs, and underlines across documents processed through workflows.
 - Read barcodes on documents as part of automated workflows to better streamline document capture.
 - **Starting Events:** Define how and when processes start.
 - **Business Rules:** Easily define and manage business policy logic such as decision tables and formulas, in a centralized place separately from process logic.
 - **Data Management:** Define data structures and store data independently of processes to provide a single source of truth for data.

- **Capture Profiles:** Capture document information automatically using profiles.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Surveys:** Design custom surveys, polls, or registration forms to automatically collect information and view results without creating processes or designing reports.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Workflow Bots:** Use robotic process automation technology to let Client easily configure software bots to automate repetitive, routine work between multiple systems.
- **Integrations with CRMs:** Laserfiche Cloud includes integrations with Microsoft Dynamics 365, Salesforce and Redtail CRMs.

LASERFICHE CLOUD PROFESSIONAL ADD-ONS

These items are optional and are only part of the proposed solution if included in the pricing.

- **Additional Storage**
- **Public Portal:** Share documents with people outside the organization, providing read-only access to specific documents without signing in.
 - **Note:** Only one (1) security profile is included.
- **Forms Portal:** Allow non-authenticated users to view and submit public starting forms.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **Smart Invoice Capture:** Smart capture uses machine learning technology to automatically capture information from any invoice, specifically the invoice date, invoice number, purchase order number and total amount due.
- **Laserfiche Vault:** A solution package that supports financial services firms' compliance with SEC Rule §17a-4 using services and cloud-based features that provide a secure and accurate system of records.
- **SDK:** Access to the same Web Services, APIs, and libraries for integration with other applications.
- **ScanConnect:** Enables the use of ISIS scanning drivers with Laserfiche scanning.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.
- **Certified Integration with SAP ArchiveLink:** Allows Client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, Client can then store those forms in Laserfiche, and extract information from Client's forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.

- **Ellucian Banner Integration through Ethos:** The integration support pre-populating registrar forms created in Business Process and updating records in Banner with course or student personal information through Workflow.

LASERFICHE CLOUD BUSINESS

Please refer to the [Pricing](#) section to determine which package was quoted. This functionality provides many tools to automate business processes and reduce manual work:

- **Process Automation:** A unified feature set to digitize and automate business processes. These tasks include moving documents, extracting and inputting data, setting deadlines, and more.
 - **Business Process Designer:** Diagram business processes through the process modeler, which is based on business process model and notation (BPMN) standards.
 - **Workflows:** Build processes to extract data, route documents, automate activities, assign team and individual tasks, extract data, route documents, and more without requiring code.
 - **Business Processes & Forms:** Forms allow process managers to create and publish web forms with an intuitive forms management system without requiring coding or scripting.
 - Attractive forms can easily be created with preconfigured templates or customized with editable fonts, colors, uploaded images and layouts.
 - Drag-and-drop form elements including fields, checkboxes, and radio buttons onto a form to collect the exact information needed, in the precise format required.
 - Payment collection allows payment to be collected with Braintree and Authorize Microsoft .NET Framework payment gateways.
 - Automatically apply bulk annotations such as highlights, redactions, strikethroughs, and underlines across documents processed through workflows.
 - Read barcodes on documents as part of automated workflows to better streamline document capture.
 - **Starting Events:** Define how and when processes start.
 - **Business Rules:** Easily define and manage business policy logic such as decision tables and formulas, in a centralized place separately from process logic.
 - **Data Management:** Define data structures and store data independently of processes to provide a single source of truth for data.
 - **Capture Profiles:** Capture document information automatically using profiles.
- **Reporting and Analytics:** Use out-of-the-box reports or create custom reports on process data for insights to make informed decisions.
- **Connector:** Provides a no-code means for integrating Laserfiche with line-of-business applications.
- **Surveys:** Design custom surveys, polls, or registration forms to automatically collect information and view results without creating processes or designing reports.
- **Records Management Edition:** Process records and record folders according to a life cycle, through creation, retrieval, storage, and disposition.
- **Quick Fields Complete with Agent:** An advanced automated data capture solution. The complete suite of modules for Quick Fields are included along with Agent that allows scheduled automated processing sessions around the clock, without operator intervention.
- **Workflow Bots:** Use robotic process automation technology to let Client easily configure software bots to automate repetitive, routine work between multiple systems.
- **Laserfiche Integration with DocuSign:** Initiate a signing process from within Laserfiche Cloud. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Once the signing process completes, documents are imported back into the Laserfiche Repository from

DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

- **Public Portal:** With unlimited views, share documents with people outside the organization, providing read-only access to specific documents without signing in.
 - **Note:** Only one (1) security profile is included.
- **Forms Portal:** With unlimited submissions, allow non-authenticated users to view and submit public starting forms.
- **Integrations with CRMs:** Laserfiche Cloud includes integrations with Microsoft Dynamics 365, Salesforce and Redtail CRMs.

LASERFICHE CLOUD BUSINESS ADD-ONS

- **Additional Storage**
- **Participant Users:** For employees in need of read-only repository access and the ability to participate in forms processes. Education Participants are available for educational institutions.
- **Community Users:** For non-employees and non-contractors. Provides read-only repository access and ability to participate in forms processes (E.g., Vendor Management, Residents).
- **Smart Invoice Capture:** Smart capture uses machine learning technology to automatically capture information from any invoice, specifically the invoice date, invoice number, purchase order number and total amount due.
- **Laserfiche Vault:** A solution package that supports financial services firms' compliance with SEC Rule §17a-4 using services and cloud-based features that provide a secure and accurate system of records.
- **Certified Integration with SAP ArchiveLink:** Allows Client to configure a Laserfiche repository as a content repository in SAP. Archive content from SAP in Laserfiche as well as search, retrieve, update, and delete archived content.
- **Integration with LaserApp:** This is a third-party application that helps Financial Services clients fill out and file forms. Using the Laserfiche integration with Laser App, Client can then store those forms in Laserfiche, and extract information from Client's forms to populate Laserfiche metadata.
- **Laserfiche for Ricoh MFD:** A single integrated solution in which scanning, searching, browsing, and printing from the Laserfiche Server can be performed.
- **Ellucian Banner Integration through Ethos:** The integration support pre-populating registrar forms created in Business Process and updating records in Banner with course or student personal information through Workflow.

LASERFICHE INTEGRATIONS DEFINITIONS

LASERFICHE CONNECTOR

Provides a streamlined experience for integrating Laserfiche with line of business applications such as CRM and ERP systems. Laserfiche Connector integrates easily through user-defined hotkeys and embedded icons. Laserfiche Connector allows Client to:

- Search results that will automatically open in the Laserfiche Client, Web Access, or WebLink.
- Scan and automatically populate metadata with information from a third-party application.
- Import and automatically populate metadata with information from a third-party application.
- Connect two (2) applications by allowing one of them to start the other (including the ability to pass parameters between them).
- Choose whether any of the above actions are activated from a keyboard shortcut, a button embedded in the application's title bar, or both.

LASERFICHE INTEGRATOR'S TOOLKIT (SDK)

Provides the tools and documentation necessary for customizing Laserfiche and integrating Laserfiche with other applications.

LASERFICHE INTEGRATOR GP

Empowers Great Plains users to scan, search and link supporting documents in Laserfiche directly from the Great Plains menu bar.

LASERFICHE ENERGOV INTEGRATION BY MCCI

The Laserfiche EnerGov integration offloads the storage of documents from EnerGov to Laserfiche. This allows users to seamlessly store documents that would normally be saved in EnerGov, directly to their Laserfiche system. The integration makes use of the native EnerGov interface for attaching documents. The integration also allows meta-data associated with the EnerGov record to be tied to the entry in Laserfiche. Users wishing to view uploaded documents can do so through the existing EnerGov Interface. Please see "Client Deliverables" for other features available/dependent on EnerGov configuration settings. Each of the following areas are available in the integration configuration settings:

- | | | |
|---------------------------|-------------------------------|---------------------------|
| ▪ EnerGov Application | ▪ EnerGov Invoice | ▪ EnerGov Inspection Case |
| ▪ EnerGov Inspection | ▪ EnerGov Exam Sitting | ▪ EnerGov Exam Request |
| ▪ EnerGov Rental Property | ▪ EnerGov Individual License | ▪ EnerGov Object Case |
| ▪ EnerGov Business | ▪ EnerGov Business License | ▪ EnerGov Citizen Request |
| ▪ EnerGov Plan | ▪ EnerGov Payment | ▪ EnerGov Code Case |
| ▪ EnerGov Permit | ▪ EnerGov Permit Renewal Case | ▪ EnerGov Project |
| ▪ EnerGov Parcel | ▪ EnerGov Global Entity | ▪ EnerGov Impact Case |

PLATFORM AND LICENSING REQUIREMENTS

The EnerGov integration can operate by using two (2) different Laserfiche user licensing options.

- **Recommended:** Utilization of Laserfiche "Keyed Integrator's License for EnerGov", which allows for up to 25 (higher volume packages can be purchased) concurrent connections to Laserfiche. This is the Laserfiche licensing approach recommended. Note that the Keyed Integrator's license is only available for the Laserfiche Avante or RIO platforms.
- **Utilization of current Laserfiche licensing:**

- **Laserfiche Avante or RIO platforms:** A single named user can be used to connect to the Laserfiche server. This user is limited to four (4) concurrent connections at a time, and is the max amount allowed with Laserfiche Avante and RIO platforms.
- **Laserfiche Classic (Team or United) platforms:** A user account can be used to connect to the Laserfiche server; however, it will potentially consume all available concurrent licenses and limit the use of Laserfiche outside of the EnerGov integration. It is recommended that Client upgrades to the Avante or RIO platform, rather than take the risk of utilizing the integration and not having control of license consumption within the Laserfiche Classic (Team or United) platform.
- **EnerGov Compatible Platforms:** The Laserfiche EnerGov Integration is compatible with EnerGov Self-hosted currently. A future release is planned for the EnerGov Cloud platform.
- **EnerGov Licensing Requirements:** EnerGov clients must confirm with EnerGov, their ownership of the needed SDK, API, and/or general EnerGov licensing requirements related to this integration.

ESRI ARCGIS® INTEGRATION FOR LASERFICHE

This is a basic ArcGIS integration that is developed and maintained by a MCCi partner. It allows for easy interaction between the ArcGIS interface and a Laserfiche repository, by allowing users to upload documents to Laserfiche straight from the ArcGIS interface and view any related documents/folders via Laserfiche Weblink or Laserfiche Web Access (requires Laserfiche licensing for Laserfiche Weblink or Web Access). The dynamic ArcGIS map will auto-populate, indicating which features on the map have documents associated with them in Laserfiche.

LT SYSTEMS LASERFICHE INTEGRATION

LT Systems Laserfiche Integration allows users of the LT Systems Court solutions to archive court related documents into Laserfiche. Users can launch Laserfiche scan or searching windows from LT Systems and bring data and documents directly into Laserfiche while capturing metadata in LT Systems. Additionally, there is an automated service that archives Warrants as single documents with the associated metadata, directly from LT systems to Laserfiche.

DOCUSIGN INTEGRATION OPTIONS

LASERFICHE INTEGRATION WITH DOCUSIGN

The Laserfiche Integration with DocuSign enables users to initiate a signing process from within Laserfiche Web Access. Users may select the type of signing process they are initiating and attach documents that need to be a part of that process. Also, once the signing process completes, documents are imported back into the Laserfiche Repository from DocuSign as new versions of the un-signed document. Information captured during the signing process may be mapped to Laserfiche metadata fields.

CITIES DIGITAL DOCUSIGN INTEGRATION

With this integration, users can open documents from Laserfiche, place recipient specific tags (such as signature/initial boxes) in documents and email them out. Recipients will be notified of the signature requirements via email - and once the document is signed and emailed back, both sent and signed documents will then automatically be archived in Laserfiche, with appropriate metadata applied. Users are able to:

- Open documents in the DocuSign® editor from Laserfiche
- Send documents to one person or to multiple recipients.
- Have returned, signed documents automatically archived in Laserfiche®, linked to and stored in the same location with the original document.
- Easily incorporate signature processes as part of an internal process/workflow.
- Request Signatures using the DocuSign® Activity Workflow.
- Drag activity into the designer and configure properties the same way users would use other Workflow Activities.

ASSUMPTIONS

- Client is responsible for providing their own DocuSign license, Public IP, SSL/TLS certificate and DocuSign “Connector” Feature. Client must have TLS 1.2 configured on all Laserfiche servers.

LASERFICHE POWERPACK BY MCCi

MCCi’s PowerPack for Laserfiche is a robust suite of add-on features for Laserfiche, built by MCCi’s development team. The PowerPack enhances Client’s Laserfiche experience and adds additional functionality to include:

- Scheduling server-side OCR jobs without the need for advanced Laserfiche modules.
- Scraping, automatically, an email inbox to pull emails in to Laserfiche, for archival purposes or to kickoff Business Process Automations.
- Utilizing custom workflow activities, such as the ability to do server-side generation of Laserfiche Images from PDFs.

These features and many others are available with Client’s PowerPack subscription, and new features are added regularly. Client’s implementation Project Manager will consult with Client on the add-ons available and discuss which features make sense to install and configure within the scope of Client’s current project, as well as for near-term additional projects. Client’s Project Manager will install and configure the PowerPack features that are immediately useful to Client’s current Laserfiche needs.

ANALYTICS DASHBOARD & REPORTING

PowerPack’s Analytics Dashboard allows Client to have a better understanding of Client’s Laserfiche system content. An easy-to-use central dashboard lets Client see useful information about Client’s repositories such as number and size of Client’s documents, who is creating the most content, where Client has duplicates, and much more. It identifies:

- Dashboard & drilldown reports
- Document types, counts, and size.
- Volume size and document counts.
- Documents created by user.
- Duplicates.

OCR (OPTICAL CHARACTER RECOGNITION) SCHEDULER

A simple, effective, and efficient way to mass OCR documents in Laserfiche. It allows administrators to configure multiple OCR sessions and ensure OCR is being completed, without end user interaction.

- This is an installed application, generally on a server, that runs as a service that schedules a user to log in to the repository and extract text from documents in a specified folder.

CUSTOM WORKFLOW ACTIVITIES

MCCi has built custom workflow activities to extend the power of the workflow module. Once installed, these activities look the same as the workflow activities that come with Laserfiche but give Client advanced capabilities that Laserfiche does not currently provide. Examples include:

- **PDF TO TIFF**
This activity takes a PDF document within Laserfiche and creates a new TIFF image from it. By combining with other existing workflow activities, users can dynamically choose the input and output path of these documents and merge these documents together while copying metadata and security settings.
- **EMAIL ARCHIVAL**
This is a set of email-related activities that give workflow the ability to connect to a single email account and perform a variety of functions. Get email counts, store email attachments, store full email, use email data to trigger workflows actions or apply to templates, and more.
- **SET OF 7 WORKFLOW ACTIVITIES:**

1. **Create E-Mail Connection:** Activity that sets up an IMAP connection for an email address. The connection can then be used in other PowerPack E-Mail activities.
2. **Retrieve E-Mail List:** Activity retrieves a list of email identifiers for the account specified in the IMAP Connection field
3. **Retrieve Single E-Mail:** Activity gets information about an IMAP E-Mail message item
4. **Store E-Mail:** Activity downloads an email in a *.eml format to the Laserfiche Repository
5. **Retrieve E-Mail Attachment:** Activity that retrieves information about an E-Mail attachment
6. **Store Attachment:** Activity that downloads an attachment from a specified IMAP account given an E-Mail ID and Attachment ID
7. **Mark Mail Message:** Activity sets whether an IMAP message is marked as read or unread and can also move the email to a subfolder in the email inbox

LASERFICHE NEOGOV INTEGRATION BY MCCi

The MCCi Integration between Laserfiche and NEOGOV is a powerful tool that enables Personnel Records created in NEOGOV to be transferred seamlessly to a Laserfiche repository. To transfer records from NEOGOV to Laserfiche, users select the Applications or Onboarding documents they want to transfer, then simply click a "Send to Laserfiche" button in the NEOGOV interface.

The integration utilizes Restful Web Service APIs to automatically "upload" Client's NEOGOV documents from Client's cloud based NEOGOV implementation to Client's Laserfiche repository, regardless of where the repository is located. To facilitate this transfer, this integration includes a configuration utility and Restful Web Service Endpoint that must be installed near Client's Laserfiche environment. This endpoint must be able to reach Client's Laserfiche server to store the record, while also being accessible over the public internet for the NEOGOV service to send the records to Client's environment.

The Laserfiche NEOGOV integration currently works with the NEOGOV Insight and Onboard modules.

CLIENT REQUIREMENTS

- Client must have the NEOGOV Insight and/or Onboarding module(s) to make use of this integration.
- Client must have a named user license allocated for this integration to use for uploading records.
- Client must give MCCi access to Client's Laserfiche environment to install MCCi's Common Web Service Endpoint.
- The listener Endpoint must be on a server that can be accessed by the NEOGOV Document Management Service and is often deployed to Client's DMZ environment.
- This listener service must be able to transfer received documents to Client's Laserfiche server over port 80 or 443.
- Client must separately procure and install their own SSL/TLS Certificates to bind to IIS HTTPS endpoints, enabling encrypted transmission of HR documents from NEOGOV to Laserfiche.

MCCI COMMON WEB SERVICE API FOR LASERFICHE

The MCCi Common Web Service API (CWSAPI) for Laserfiche is a restful web service integration API built by MCCi on top of the Laserfiche Software Development Kit. The services allow for basic document creation, deletion, modification, and retrieval using JSON-formatted restful calls, initiated from external applications. Use of the CWSAPI requires appropriate user licensing through named users or a keyed integrator license purchase through Laserfiche.

GOFICHE SUITE FOR AVANTE/RIO/SUBSCRIPTION

The GoFiche Integration Suite is a unique set of integration tools, offered exclusively by MCCi. Features include:

- GL look-up and GL coding
- GL Site Distribution within Laserfiche

- Processed invoice data uploads with audit reports
- Invoice review and approval process via Laserfiche Forms interface
- Ability to utilize Laserfiche Web client for integration capabilities

REQUIREMENTS

- Laserfiche 10.4.x or higher
- One dedicated Laserfiche Avante/RIO/Subscription Full User License
- Laserfiche Forms Professional Licensing; Licensing is required for all users that client intend to use
- Note that GoFICHE is not currently available for Laserfiche Cloud.

2. PRODUCTS AND SERVICES

2.1 DISCOVERY.

DISCOVERY/ASSESSMENT OF EXISTING RECORDS, SYSTEM, AND POLICIES/PROCEDURES SHALL INCLUDE DISCOVERY/ASSESSMENT SESSIONS IN ORDER TO DEVELOP A DETAILED ASSESSMENT AND STRATEGIC ROADMAP FOR A COMPREHENSIVE RECORDS MANAGEMENT PROGRAM.

MCCi's team will work alongside the Client's Records Manager and participating departments to conduct discovery and requirements gathering sessions. Together they will plan out the repository structure including metadata, templates, record series, and folder structure that will be implemented. The objective of requirements gathering meetings is to help lay out the metadata guidelines and retention requirements for each identified document type that will be stored in Laserfiche. Artifacts, including the Document Type Matrix, created during this process will be utilized to build the repository structure according to Laserfiche Best Practices for Records Management. The Document Type Matrix provides a standardized method for MCCi to collect document types, create appropriate and consistent naming conventions, a logical folder path, and metadata fields to support each of these requirements. Based on discovery sessions, an MCCi System Engineer will create templates, Record Series, and accommodations for Transparent Records Management. All records series will be set to follow the retention schedules provided and approved by the Client based on discovery.

2.2 TASKS.

A. ON-SITE ASSESSMENT/DISCOVERY INTERVIEW SESSIONS, WITH TEAMS FROM PARTICIPATING AGENCY'S DEPARTMENTS/DIVISIONS, TO IDENTIFY RECORD REPOSITORIES AND PROCESSES THAT RESULT IN THE GENERATION OF RECORDS FROM THE FOLLOWING DEPARTMENTS.

During the requirements gathering\discovery phase of the project, MCCi can come onsite to interview staff from each of the departments that will use Laserfiche. It is best to have people from multiple "roles" attend these sessions to provide a well-rounded and detailed description of all documents and systems used, as well as business processes and challenges currently experienced with the existing practices. We will seek to have a comprehensive understanding of the way business is currently done and several details about all documents involved. We will seek to understand the full document life cycle (how it gets created, how it is used/retrieved, retention requirements, metadata\indexing requirements, workflow requirements, and access\security requirements). We will compile this collected information into a document matrix that will be used as a blueprint for configuring the system.

MCCi will use this discovery process to identify both short-term objectives that will be implemented as part of the initial roll-out, and longer-term opportunities to leverage Laserfiche for further improvements in the future.

MCCi's Project Team will work alongside the Client's Records Manager as well as participating departments to conduct discovery and requirements gathering sessions to plan out the repository structure including metadata, templates, record series, and folder structure that will be implemented. The objective of requirements gathering meetings is to help lay out the metadata guidelines and retention requirements for each identified document type that will be stored in Laserfiche. Based on this information, additional filing workflows may be created depending on the established scope of the project. Additionally, the document types identified in the Document Matrix may fit in to some workflow or business process and the requirements for that process will be established or further clarified.

B. ASSESS CURRENT RECORDS REQUIREMENTS BY THE PARTICIPATING AGENCY AND TYPES OF RECORDS GENERATED (E.G., DATA, DOCUMENTS, MESSAGES, HARDCOPIES, ELECTRONIC/SOFT COPIES, ETC.)

Before implementing an enterprise-wide Electronic Records Management system, it is important for a Records Program and Records Policies to be in place. MCCi's Records Management Consulting service focuses on revision and/or creation of such programs and policies. The assigned MCCi Project Team will perform consultations, including a review of current document organization and retrieval practices to determine desired indexing

methods, security rules, and other basic system set up needs. Once this information has been gathered and provided to the MCCi Project Manager, the basic folder structure, document naming conventions, and template set-up will be configured according to the client's needs.

Areas of review include:

- Review of current data structure (folder structure, indexing, etc.)
- Security review
- Current paper/electronic Forms review
- Interviews with departments not using Laserfiche Integration/Mobile Access Needs

C. SYSTEMS UTILIZED TO STORE RECORDS FOR BOTH CURRENT AND LEGACY DOCUMENTS.

During discovery and assessment, the MCCi Project Team will focus on accessibility through imaging and indexing historical non-active records and active records. MCCi will work to help eliminate paper processes and maintain the day-forward active digital records. It is important to lay this foundation up front so that all records (both day-forward and legacy) will maintain a consistent filing system throughout the implementation.

D. CURRENT TAXONOMY AND METADATA IMPLEMENTED.

MCCi will conduct discovery and review of existing client processes and documents. Through requirements gathering meetings, MCCi will actively consult with client stakeholders to develop the taxonomy for metadata, templates, record series, and folder structure that will be implemented in Laserfiche.

E. EXISTING DATA INVENTORY SYSTEMS FROM OFFSITE RECORD STORAGE PROVIDERS.

Any offsite content that was previously captured would be available for review. Similar to managing records stored on network file shares, Laserfiche can manage the retention of records whether the actual document for that record is stored in Laserfiche or in another location (digital or physical). The physical records will be represented as Laserfiche record folders, using specific metadata items to specify the actual external location of the record (warehouse, shelf, box, cabinet, drawer, etc.).

F. SYSTEMS UTILIZED TO STORE RECORDS FOR BOTH CURRENT AND LEGACY DOCUMENTS.

See response to 2.2.C above

G. EVALUATION OF ADHERENCE TO THE CURRENT RETENTION SCHEDULE/RECORD DESTRUCTION POLICY - IDENTIFICATION AND EVALUATION OF RECORDS GENERATED (HARD COPY AND/OR ELECTRONIC) - APPLICABLE FEDERAL, STATE, AND LOCAL LAWS/REGULATIONS.

Records management is vital to the success of any organization. An electronic records management system that has been certified to meet stringent requirements for both organizing file structures and plans (DoD 5015.2) and reliably preserving data for years to come (VERS) is essential to keeping your information assets organized, safe and secure.

DOD 5015.2 - DoD 5015.2 outlines the baseline functionality required for records management applications used by the U.S. Department of Defense and has been endorsed by the National Archives and Records Administration (NARA) as an “adequate and appropriate basis for addressing the basic challenges of managing records in the automated environment that increasingly characterizes the creation and use of records.” **Laserfiche Records Management has been DoD 5015.2 certified for over 10 years** (now on version 3), unlike many of the solutions on the market.

- **VERS** - Laserfiche’s powerful features safeguard records and ensure long-term data preservation with a standard format that meets Victorian Electronic Record Strategy (VERS) V2 requirements.
- **Regulatory Compliance** - Laserfiche Records Management also enables regulatory compliance with regulatory mandates such as SEC, FINRA, FOIA, HIPAA and more.

- **Combination of all the above:** Laserfiche Records Management is a system that has achieved full compliance with both VERS and DoD 5015.2. It is guaranteed to provide a multi-faceted set of information governance tools that manage document lifecycle from initial capture to long-term archival. These tools will break down information silos will ensure that information is accessed in a prudent and compliant way.

H. CURRENT SYSTEM USED FOR RECORD STORAGE (CURRENT AND ARCHIVED).

Similar to managing records stored on network file shares, Laserfiche can manage the retention of records, whether the actual document for that record is stored in Laserfiche or in another location (digital or physical). The physical records will be represented as Laserfiche record folders, using specific metadata items to specify the actual external location of the record (warehouse, shelf, box, cabinet, drawer, etc.).

Laserfiche metadata will be used to manage the location property of all physical records managed by Laserfiche. By managing these records using Laserfiche, retention reports can include records stored both in Laserfiche and in physical files. For instance, users will be able to query the system by cabinet ID and drawer number and get an inventory report of the record contents of that drawer. Additional metadata can be added to Laserfiche to enable further management and reporting on physical space for records.

Laserfiche allows for the creation of virtually unlimited metadata fields that can be used to manage/track files/boxes in any location. One example is "Record Size". Many organizations require specific reporting on the volume of records they intend to destroy or have destroyed. Prior to digital records management, many organizations supply this information in terms of linear inches of paper records (or some other physical unit of measure). With the transition to digital records management, many organizations are now reporting this value in terms of bytes, kb, mb, or gb being destroyed. This digital file size is already available in Laserfiche for files stored in Laserfiche. For physical files, custom metadata fields can be used for users to enter the physical size when they enter the record in the system. Thus, when generating disposition reports, Laserfiche can calculate and report on the total size of the physical records being destroyed.

I. AREAS OF POTENTIAL RECORD DUPLICATION

Since documents stored in Laserfiche include multiple components (image/file content and metadata), duplicates can exist in multiple contexts. If the business rules define a duplicate as two documents containing identical metadata, then workflow rules can be established to check for this scenario at the time of capture or when metadata is updated. If a duplicate is identified, it can be tagged indicating it is a potential duplicate, allowing a user to decide to remove it, create the document as a new version, etc. If the file content is the same, MCCi's PowerPack component includes features for identifying duplicates based on the checksum of the image content. Additionally, Laserfiche provides a Transparent Records Management views, that is part of our DoD certification. It allows for a Record Manager view based on retention of the records and a user-friendly view of the documents based on the content of the document. Using shortcuts and Workflow, this can be setup and is part of our Best Practices approach for designing the system.

2.3 SYSTEM CAPABILITY

A. BE COMPATIBLE WITH ALL MODERN WEB BROWSERS (EDGE, FIREFOX, CHROME, SAFARI, ETC.)

Edge, Chrome, Firefox, and Safari are recommended and supported.

B. UTILIZE A MOBILE-FRIENDLY, RESPONSIVE DESIGN THAT IS COMPATIBLE ON IOS AND ANDROID MOBILE DEVICES

Laserfiche has all functionality from a mobile device via the Web Client or Mobile App except for certain integration points, most notably the Microsoft Office Integration. Custom integrations built for the desktop application or Web Client may behave differently on a Mobile device. The Mobile App camera utility will also not have all the same functionality as the Desktop Scanning interface, though it has most of the same functionality. The Laserfiche Mobile App is available in the app store for Windows, Android, and iOS.

C. ALLOW PARTICIPATING AGENCY SYSTEM ADMINISTRATOR TO CONFIGURE ROLE-BASED PERMISSIONS AND INDIVIDUAL USER PERMISSIONS.

The Laserfiche Server provides a powerful set of security options the Client can use to ensure only the right users can access information in their repository. With Laserfiche security, the Client can control access on a variety of levels. The Client can determine which users can log in to their repository, collect them into groups to apply security consistently, and decide what folders, documents, and metadata they can see. In addition, Laserfiche gives users the tools they need to quickly apply security to very large or complicated systems.

Laserfiche security has two separate but interrelated aspects: authentication and authorization. Authentication determines users are who they claim to be; it answers the questions "who is this user?" and "can this user log in?" Authorization determines what elements of the repository the user can access after logging in and what they can do with those elements.

Laserfiche provides an extremely robust security system. The security can be broken down into main security types, Access Rights and Feature Rights.

Access Rights

Access rights control what actions users can perform on specific elements of the repository. Each operation on a document, folder, page, volume, field, or template has a set of required entry access rights. If the user attempting the action does not have the necessary rights, the user is denied the operation.

Access rights can be further broken down based on the type of element being secured:

- Entry Access Rights: Access to documents, folders, and shortcuts.
- Volume Access Rights: Access to volumes, including the ability to create and delete documents stored in that volume, and add, remove, or move pages that belong to the volume.
- Field Access Rights: Access to field data.
- Template Access Rights: Access to template definitions.

Feature Rights

Feature rights allow a user to perform specific actions, such as scanning and printing. Specifically, these rights control whether the command in question is available to that user when they open the Laserfiche web or Windows client. Feature rights are a quick way to prevent users from performing basic types of activity in Laserfiche.

Specific feature rights include:

- Scan: The ability to scan into a new or existing document.
- Import: The ability to import files into the repository.
- Search: The ability to perform any type of search.
- Print: The ability to print information from the repository.
- Export: The ability to export images, text, briefcases, folder list contents, listings of search results, and electronic files, and to use the Email Plug-in.
- Edit Text: The ability to modify the text associated with a document.
- Move Entry: The ability to move documents, electronic documents, and folders to a different folder, as well as the ability to move pages between documents.
- Process: The ability to OCR image pages, index documents, extract text from an electronic file, or process electronic documents using Laserfiche Snapshot. This feature right does not affect whether you can print an electronic file using Laserfiche Snapshot.
- Extended Properties: The ability to view additional property information in the Properties dialog box, as well as the ability to view the Entry ID folder browser column.
- Delete: The ability to delete entries, as well as whether one or more pages can be deleted from a document.

D. ALLOW USERS TO ENTER SEARCH PARAMETERS TO LOCATE DOCUMENTS BY REFERENCE NUMBER, APPLICATION NAME, DOCUMENT TYPE, DATE RECEIVED, SITE ADDRESS AND OTHER ENTERED ATTRIBUTES.

Users can use keyword searches and metadata searches on any field such as reference number, application name, etc. Users are also able to configure their own search parameters to enable searching by text and metadata fields searches such as reference number, date received, etc.

Laserfiche has a robust search engine.

Basic: The Basic Search is a general search allowing you to search text, entry names, fields, annotations, or a combination of these. The Basic Search acts like the Quick Search.

Business Process: Users can search for entries associated with a business process by searching for the business process's name, status, and start or completion date.

Date: Users can search for documents or folders by creation date and/or last modified date.

Digital Signatures: Users can search for documents by whether they have digital signatures associated with them.

Electronic Document: Users can search for documents by whether they have an electronic file associated with them—also considered searching for an electronic document—as well as what kind of electronic file.

Entry Name or Entry ID: Users can search for a specific document, folder, or shortcut using that entry's name or unique identification number (entry ID).

Field/Templates: Users can search for documents and folders by assigned template, independent field, field value, or multiple field values.

Links: Users can search for documents that have been linked together by specifying the relationship between them or by Link Group comment.

Pages: Users can search for documents by whether they contain image or text pages or by whether OCR processing has been applied to the images associated with that document.

Records Management: Users can also perform records management searches. These searches allow records managers to quickly locate records that need to be reviewed or processed.

Tags: Users can search for documents that have been assigned tags, or have specific tag comments, by specifying one or more informational or security tags.

Text: A text search lets users search for a word or phrase and provides more nuanced options than in Quick Search or Basic Search.

User: Users can search for all documents and folders that have been created, checked out, owned or last modified by a particular user.

Versions: Users can search for versioned documents by version comments, by the user who created a version within the document, by the date a version was created, or by version label.

Within Folder: Users can search the contents of the current folder or specify one or more folders to include or exclude from the search.

Within Volume: A search can be performed for all documents and electronic documents stored on a particular volume.

Additionally, the Text search enables users to search through the text of a document for a word or phrase. This is called a "full-text" search.

There are two types of full-text searches: basic text searches, the simplest way to perform a search, where users enter information into fields and boxes; and advanced text searches, where users type in a complex search string, which gives them more searching flexibility such as the following:

- **Phrase:** Allows users to search for a single word or phrase.
- **And:** Allows users to search for all documents that contain two specified words or phrases. Use the second text box that appears when selecting "and" to enter a second word or phrase.

- **Or:** Allows users to search for all documents that contain one of two specified words or phrases. Use the second text box that appears when selecting "or" to enter a second word or phrase.
- **Not:** Allows users to search for all documents that contain the first specified word or phrase, but not the second one (in the second text box).
- **Within:** Allows users to search for all documents that contain both specified words or phrases within a particular number of words of each other.

All text searches support the Fuzzy search option, which allows users to find all words or phrases that are similar to the word or phrase they typed, even if they contain misspellings or OCR errors.

When using the Fuzzy search feature, the degree of accuracy is determined by the number of letters or by the percentage of each word in the phrase. Specify the maximum number of letters that each word in the phrase can differ from the specified criteria and still be considered a good result or specify the percentage of each word in the phrase that can differ from the search criteria and still be considered a good result.

E. ALLOW PARTICIPATING AGENCY APPLICATION ADMINISTRATOR TO CONFIGURE NEW FOLDERS, SUB-FOLDERS, DOCUMENT ATTRIBUTES, AND DOCUMENT TYPES WITHOUT CONTRACTOR'S ASSISTANCE. ADMINISTRATOR CAN SELECT WHETHER CONFIDENTIAL FOLDERS ARE VISIBLE IN THE CUSTOMER-FACING INTERFACE.

The Laserfiche System Administrator can configure all folders in the Laserfiche repository and apply security to these folders without vendor assistance. Administrator can select whether confidential folders are visible in the customer-facing interface.

F. ALLOW USERS TO CONFIGURE THEIR OWN SEARCH PARAMETERS TO ENABLE SEARCHING BY A VARIETY OF ATTRIBUTES, FOR EXAMPLE: REFERENCE NUMBER, DATE RECEIVED, AND DOCUMENT TYPE.

Users can configure their own search parameters to enable searching by text and metadata field searches such as reference number, date received, etc.

G. HAVE OPTIONS FOR ONSITE, CLOUD-BASED STORAGE AND HYBRID-BASED STORAGE

MCCi offers an on-prem (self-hosted) or cloud hosted solution. MCCi's Managed Cloud platform provides a SaaS user experience with the functionality, access, and dedicated resources an on-prem solution would offer. Our Managed Cloud solution provides a single tenant architecture with the security, dependability, scalability, and customization needed for high-volume and highly integrated business process automation.

H. ALLOW PARTICIPATING AGENCY TO RETAIN OWNERSHIP OF THE DATA STORED ON THE PLATFORM AND THE ABILITY TO EXTRACT IT IN FULL AT ANY TIME.

Client will own their own data in Laserfiche with the ability to extract at any time.

I. ALLOW THE DIRECT IMPORT OF COMMON ELECTRONIC DOCUMENT TYPES (SUCH AS, BUT NOT LIMITED TO: TIF, PDF, JPG, MICROSOFT OFFICE STANDARD FORMATS SUCH AS DOCX AND XLSX).

Yes, Laserfiche can direct import virtually any type of file. This includes common image formats such as TIFF, PDF, JPG, along with MS Office files. Laserfiche can also store multimedia files such as audio and video file formats. When a user opens a non-image file, it will open using the application associated with that filetype on the user's computer.

J. BE EASY TO NAVIGATE, USER-FRIENDLY USER INTERFACE.

As a solution, Laserfiche consistently receives high marks from industry-leading independent studies related specifically to its ease of use and user adoption. All modules of Laserfiche are designed with ease of use in mind. The user interfaces and administrative tools are very easy to learn, navigate and use. Users will find that Laserfiche has a folder tree structure similar to Windows Explorer for easy viewing and use. This familiarity will give the Client's staff the confidence to begin scanning and retrieving documents almost immediately after installation making deployment easier on their resources.

K. ALLOW FOR ADD-ON FOR MICROSOFT OFFICE INTEGRATION TO ENABLE IMPORT OF EMAILS DIRECTLY INTO SYSTEM.

Laserfiche is tightly integrated with the Microsoft Office Suite, giving Clients the capability to easily archive records from an Office application directly to Laserfiche easily- including Microsoft Outlook. Users can drag and drop emails from Outlook and import this metadata into Laserfiche allowing for easy search. Additionally, basic e-mail information such as sender, recipient, date/time sent, etc., can be stored as field information for the electronic document created for the e-mail message. Attachments can be filed as well. The process of importing an e-mail message into Laserfiche is slightly different than that of importing other electronic files, namely because of how attachments and properties are handled. An e-mail message can contain one or more attachments. Laserfiche allows you to configure how those attachments are imported with the following options:

- Keep attachments with the e-mail message
- File each attachment as its own electronic file
- Keep attachments with the e-mail message and file each as separate document
- Do not import the attachments

L. ALLOW FOR FILES CAN BE UPLOADED BY USING A DRAG-AND-DROP SYSTEM.

Yes, Laserfiche allows for simple drag and drop import.

M. ALLOW APPLICATION ADMINISTRATOR TO UPLOAD DOCUMENT TEMPLATES FOR USE BY USERS.

Yes, the Application administrator can create and upload document templates for different types of users as needed.

N. ENABLES STORAGE OF APPLICATION PRESENTATION DOCUMENTS, SUCH AS POWERPOINT FILES, PHOTOGRAPHS AND VIDEOS

Yes, Laserfiche can store PowerPoint presentations and multimedia files such as audio and video file formats. When a user opens a non-image file, it will open using the application associated with that file type on the user's computer.

O. IDENTIFY DUPLICATE DOCUMENTS WITHIN A FOLDER

Yes, out of the box, duplicates are easily recognizable. Laserfiche also offers version control.

2.5 CUSTOMER FACING INTERFACE.

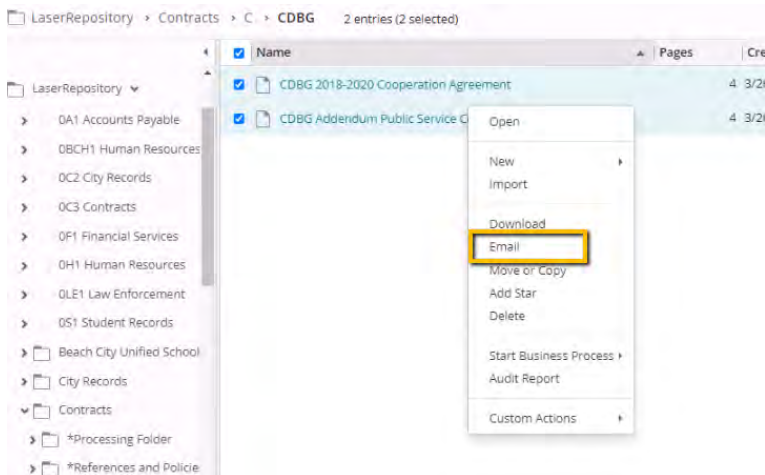
A. INCLUDE A COUNT OF THE TOTAL NUMBER OF DOCUMENTS IN A FOLDER,

Yes, while in a particular folder, Laserfiche shows the total number of documents.

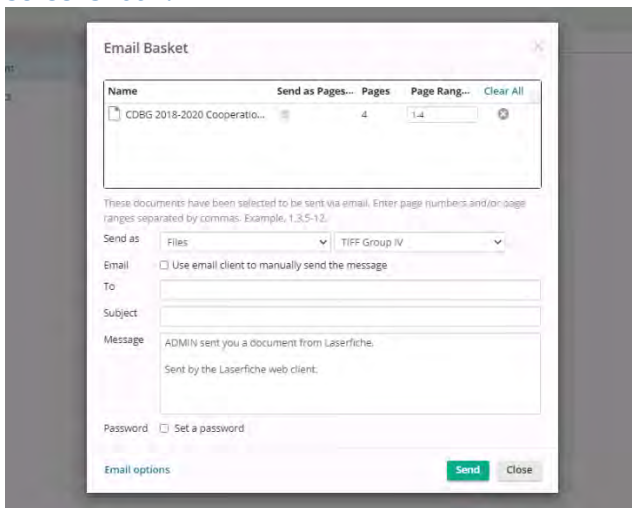
B. ENABLE THE DOWNLOADING AND PRINTING OF DOCUMENTS,

Laserfiche allows users to right-click on a document(s) to email directly from the application (See Screenshot 1). From here a dialog box will appear to allow for whole document or pages along with the ability to send as link or copy, file type, and to set a password (See screenshot 2). Printing can be done from the application, as well, (see screenshot 3) and users are given the ability to print all document(s) or just selected pages. Note, these can all be done from the document viewer as well.

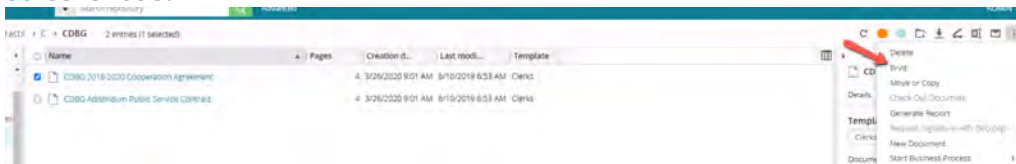
Screenshot 1:



Screenshot 2:



Screenshot 3:



C. ALLOW ADMINISTRATOR TO REDACT SECTIONS OF DOCUMENTS FROM PUBLIC VIEW IF NEEDED. PRINTED AND DOWNLOADED DOCUMENTS INCLUDE THE REDACTION IN THE DOWNLOADED VERSION,

Yes, redaction capability is standard in Laserfiche. Images and/or text associated with a document can be redacted, allowing users to hide sensitive material from unauthorized users. Only users with sufficient security rights can view redacted material, which will appear highlighted in gray. Users without security rights will see a black or white area, instead of the image or text behind it. Users with appropriate security rights can choose whether to allow the sensitive material to be visible after exporting/printing via the Settings dialog box.

D. ABILITY TO GENERATE HYPERLINKS TO SPECIFIC DOCUMENTS WITHIN THE SYSTEM TO ALLOW THESE TO BE USED IN REPORTS, EMAILS, ETC,

Yes, with Laserfiche users can Direct Share specific documents with people for a specific timeframe. Links to the record can be included in internal email notifications.

E. ABILITY TO SELECT DIFFERENT LANGUAGES AND/OR PHOTOS WITHIN THE INTERFACE,

The Laserfiche web client is available in English, Spanish, French, Portuguese (Brazilian), Arabic, Simplified Chinese, Traditional Chinese, Italian, and Thai. Laserfiche Forms is available in English, Spanish, French, Portuguese (Brazilian), Arabic, Simplified Chinese, Traditional Chinese, and Thai.

F. ADA COMPLIANT INTERFACE,

Yes, the Laserfiche Web Client is compliant, please refer to this link for further detail and VPAT for full compliance documentation - <https://www.laserfiche.com/legal/accessibility>

G. AT-A-GLANCE STATUS OF APPLICATIONS BASED ON INPUT META-DATA (I.E META-DATA AND ATTRIBUTES CAN BE ADDED TO APPLICATION FOLDERS IN ADDITION TO DOCUMENTS WITHIN FOLDERS TO ENABLE APPLICATION STATUS TO BE PUBLISHED/SUMMARIZED VIA A PAGE ON THE PARTICIPATING AGENCY'S WEBSITE.

Yes, reporting on Laserfiche metadata is very quick and simple. This data can then be used for reporting and enabling the status to be posted/published as needed on the Agency website.

2.6 REPORTING AND MANAGEMENT.

A. SYSTEM GENERATES REPORTS OF NUMBER OF DOCUMENTS ACCESSED, IMPORTED, UPLOADED, EDITED AND DELETED. RESULTS CAN BE REFINED BY USER.

Laserfiche Audit Trail enables the Client to track activities performed in a Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations but also contributes to the security of the Laserfiche repository.

How Does Audit Trail Work?

Laserfiche Audit Trail records events that take place in a Laserfiche repository enabling the Client to view those events as part of a report.

The first and most important reason to use Laserfiche Audit Trail is to keep track of what occurs in a Laserfiche repository. Before Laserfiche activity can be audited, a privileged user must choose the types of repository activity that will be logged. After this configuration has been performed, an event will be recorded in the audit log when a user performs an action that requires auditing. The Laserfiche Server will store these audited events in a binary log file.

The second purpose of Laserfiche Audit Trail reporting: filtering and organizing audited repository activity. Once the Client has enabled auditing in their repository, they can generate reports to analyze their repository activity using the Laserfiche Audit Trail Reporting application. This application interprets the binary log files and allows the Client to run reports on their contents, filtering by a variety of criteria.

OpenLaserfiche Server

Configure the Laserfiche Server to track events that should be logged. This process may differ depending on the edition of Audit Trail the Client has installed.

OpenAudit Log

Once configured, the actions performed in the repository (that have been configured to be logged) are recorded to a series of Audit log files.

OpenAudit Trail Reporting

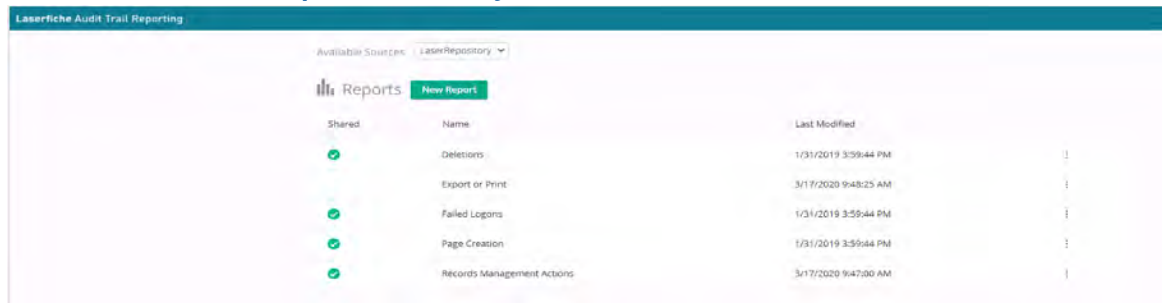
Using the Laserfiche Audit Trail Reporting application, the Client can define a date range (as well as other settings) for the data they want to run reports on. For example, they might want to run a report on actions performed in their repository for the past 30 days.

Open SQL/Oracle Database

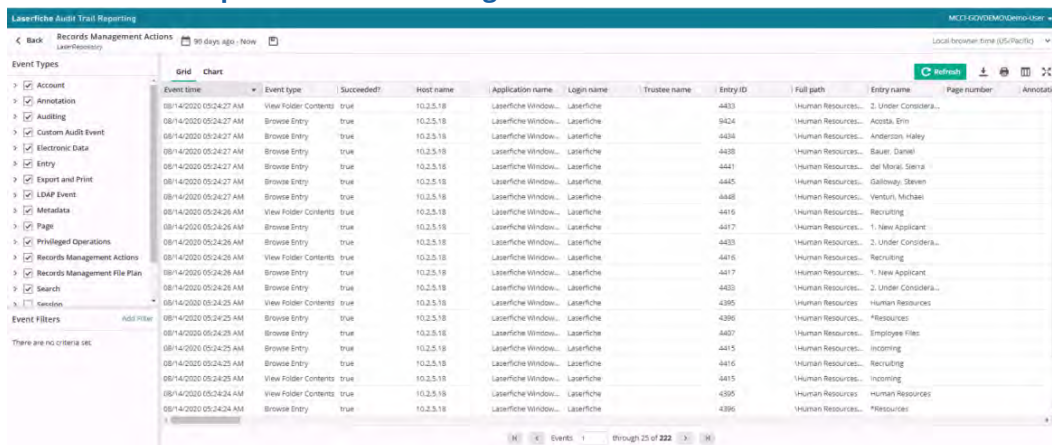
Once this date range is defined, the data is pulled from the Audit log and placed into the Client's SQL or Oracle database. This database is separate from the database the Client's repository uses, which prevents the audit reporter from affecting repository performance. This enables the Client to run reports more efficiently since they are sifting through significantly less but more relevant information.

Audit Trail offers a web-based viewer to view all audit information, along with the ability to save report definitions. Below are two screenshots of the interface.

Screenshot 1 - Saved Reports and Ability to Create New



Screenshot 2 - Report Creation/Viewing interface



B. SYSTEM COLLECTS INFORMATION ON WHEN DOCUMENTS ARE ACCESSED/ VIEWED/ MODIFIED AND DOWNLOADED.

Laserfiche, Audit Trail enables the Client to track activities performed in a Laserfiche repository. The tracked information is stored in log files that Audit Trail uses to generate reports. Combined with other aspects of the Laserfiche system, auditing not only helps to show compliance with legal regulations but also contributes to the security of the Laserfiche repository.

Laserfiche Audit Trail Reporting MCCI-GOVDEMO Demo User

< Back Records Management Actions 90 days ago - Now Local browser time (US/Pacific)

RecordsRepository

Event Types

	Grid	Chart											
	Event time	Event type	Succeeded?	Host name	Application name	Login name	Entry ID	Full					
> Account	11/02/2020 01:02:30 PM	Create Folder	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
> Annotation	11/02/2020 01:02:30 PM	Migrate Entry	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
> Auditing	11/02/2020 01:02:31 PM	Assign Template	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
> Custom Audit Event	11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
> Electronic Data	11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
> ☒ Export	11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
> Export and Print	11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
> LDAP Event	11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
> Metadata	11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
> Page	11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
> Privileged Operations	11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
> ☒ Records Management Actions	11/02/2020 01:02:31 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
> Records Management File Plan	11/02/2020 01:03:37 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
> Search	11/02/2020 01:03:37 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
> ☒ System	11/02/2020 01:03:37 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
Event Filters	11/02/2020 01:03:37 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
There are no criteria set	11/02/2020 01:03:37 PM	Write Field Value	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9453	VCC					
	11/02/2020 01:07:42 PM	Create Folder	true	MCCI-GOVDEMO	Laserfiche Workflo...	Workflow	9454	VCC					

Events 1 through 25 of 1166

Through the administrator settings in the Laserfiche system data can be reviewed in the following ways:

The Repository Properties page provides the Client with additional information about their repository.

The Locking Status section displays whether the repository is locked and allows users to lock or unlock it using the Lock or Unlock button.

In the Indexing Status section, users can see the current status of the Laserfiche Full-Text Indexing and Search service. Users can also pause indexing, clear the index queue, add an indexing task, or refresh to update the status.

In the Statistics section, the Client can review information about your repository.

Document Count: The total number of documents in the repository.

Full-featured connections: The number of full-featured license connections currently made to the repository.

Logical volumes: The number of logical volumes attached to the repository.

Disk Space Usage: The Client can calculate the disk space used by volumes currently attached to the Laserfiche repository. Note that this will only calculate disk space used by fixed volumes, not removable volumes.

To calculate disk space usage, click **Check disk space usage**. If there are many volumes, this calculation make take a few moments. In the **Disk View** tab, review the disks that host volumes on this repository, their locations, and the disk capacity and current disk usage for the volume disks. To view the volumes on a disk, click **View volumes on this disk**. In the **Volume View** tab, review the volumes currently attached to this repository, and their size and path, as well as the disk capacity and available disk space on the hard disks that host them.

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2.7 TESTING - THE CONTRACTOR SHALL COMPLETE ALL NECESSARY IMPLEMENTATION WORK IN A PROFESSIONAL MANNER THAT MEETS THE REQUIREMENTS OF THE PARTICIPATING AGENCY. THE CONTRACTOR SHALL ENSURE THAT SYSTEM IS CORRECTLY CONFIGURED TO MEET ALL PARTICIPATING AGENCY FUNCTIONAL REQUIREMENTS. CONTRACTOR SHALL COORDINATE FUNCTIONAL TESTING TO ENSURE ACCURACY OF CONFIGURATIONS. WORK SHALL COMMENCE WITHIN 45 DAYS OF CONTRACT AWARD.

MCCi will meet all necessary implementation requirements in a professional manner and ensure client satisfaction. For each product increment, testing will need to be conducted through alpha and beta testing. Alpha testing will be first conducted by MCCi through a two phased approach. First, the system engineer/developer will test the product increment under "alpha testing." Once the item is bug free, the MCCi project manager will conduct a second round of testing until bug free under "beta testing." Once bug free, MCCi will package a group of items for client for under user acceptance testing (UAT). Client will have a list of items in a "backlog for UAT." The item will be moved by section in basecamp by MCCi project manager and assigned to client. At this point, the client will be responsible for testing item before completion. If item is bug free, the client will simply need to close the item and notify MCCi project manager that item is bug free. If a bug exists, client should move the item under "identified bugs from testing/development" and report the item. Client should include details of the bug so corrective action can take place. MCCi and the client will go through same procedures once corrective action is taken until item is completely bug free.

2.8 TRAINING - THE CONTRACTOR SHALL PROVIDE RESOURCES EXPERIENCED WITH DEVELOPING AND EXECUTING TRAINING PLANS, INCLUDING CONTENT DEVELOPMENT AND DELIVERY, TO ASSIST THE PARTICIPATING AGENCY IN MEETING END-USER TRAINING NEEDS. IMPLEMENTATION SHALL OCCUR IN PHASES AND KNOWLEDGE TRANSFER SHALL BE AN ONGOING PROCESS THROUGHOUT THE ENTIRE PROJECT. THE CONTRACTOR SHALL PROVIDE KNOWLEDGE TRANSFER BOTH VERBALLY AND THROUGH WRITTEN DOCUMENTATION AND PROCEDURES

MCCi provides high quality professional services and support. Each member of our professional services team is trained thoroughly on the product and goes through the applicable manufacturer training based on their area of focus. MCCi works with our clients to put together a flexible training strategy to meet their individual needs throughout the project. MCCi can provide train-the-trainer training for key staff, which can then roll-out the project to the organization or MCCi can serve as the trainer for all users in the organization. Please see our Training Packages below for additional information. These packages are designed to be completed at various stages during the project as best determined during the sales discovery and project kick off assessment. In addition to scheduled training options, MCCi offers The Training Center for Laserfiche, an on-demand training resource subscription with hundreds of training videos and other resources available to the client at any time.

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING

MCCI's Repository Administrator Training is available as a single half-day session or a full day (two half-day sessions). The goal is for your organization to have a trained Repository Administrator. The single half-day session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring, and auditing user activity, and managing metadata. The full day includes ongoing management as well as considerations for future growth, focusing on setting up new security permissions, repository planning, creation of new metadata types, and more. The complete list of training topics is listed below.

- User Management
- Core User Security
- Supplemental User Security*
- Monitoring User Activity
- Metadata Management
- Repository Architecture Overview
- Web and Windows Clients Differences
- General Repository Settings
- Audit Trail (if purchased)
- Weblink Designer (if purchased)*
- Technical Support Overview
- Recycle Bin Settings

*Available for full day training only

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

Description	Basic	Full
Product Training	Laserfiche Web Management Laserfiche Administration Console Audit Trail (if purchased)	Laserfiche Web Management Laserfiche Administration Console Weblink Designer (if purchased) Audit Trail (if purchased)
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite
Great For	Ongoing Management of the Repository	Ongoing Management of the Repository Future Growth of the Repository

LASERFICHE IT ADMINISTRATOR TRAINING (SELF-HOSTED)

MCCI's IT Administrator Training is available as a standalone one-hour session for organizations that have a clear division in responsibilities between infrastructure, application support, and repository management. The IT Administrator may be responsible for server maintenance, backups, user licensing, and/or product installations on end-user workstations. The goal is to familiarize the IT administrator with an overview of the Laserfiche environment, repository architecture for backup purposes, user licensing, and installation files.

- Laserfiche Environment Overview
- Repository Architecture Overview
- Laserfiche Directory Server
- User and Application Licensing
- Volumes
- Installation Files
- Technical Support Overview

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Laserfiche IT Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

USER TRAINING

MCCI's New User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client. Attendees will become familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the web-based or on the Windows desktop Client.

BASIC

Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others.

- Import Options
- Laserfiche Scanning
- Search and Retrieval
- Metadata Reports
- Dashboard (Laserfiche Cloud)
- Export Options
- Annotations Tools
- Templates & Fields
- OCR and Generating Text

ADVANCED

MCCI's Advanced User Training is a continued examination of features available in the Laserfiche Client. Your organization can work closely with the product trainer to emphasize certain topics and can eliminate or briefly describe others.

- Laserfiche Snapshot
- Microsoft Office Integration
- Advanced Search Syntax
- Version Control
- Tags
- Custom Quick Search
- User Options
- Repository Design Considerations

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

Description	Basic	Full	Advanced
Product Training	Laserfiche Client	Laserfiche Client	Laserfiche Client
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite	1 session remote (3 hours total) or half day onsite
Great For	Onboarding a Single Department New Users to Laserfiche	Train the Trainer Learning & Development Department	Seasoned Laserfiche Users

LASERFICHE RECORDS MANAGEMENT MODULE TRAINING

Client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for Clients with the Records Management functionality of Laserfiche.

RECORDS MANAGEMENT TRAINING

- Records Series
- Versioning
- Records Folders
- Security Tags
- Document Links
- Vital Records

- Cutoff Criteria
- Hold Period
- Final Disposition
- Event Dispositions
- Cutoff Eligibility
- Disposition Actions
- Interim Transfers
- Permanent Records
- Retention Period
- Time Dispositions
- Accession / Freezing
- Destruction

ADMIN CONSOLE SETUP

- Cycle Definitions Setup
- Locations Setup
- Retention Schedules Setup
- Cutoff Instructions Setup

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Records Management Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Records Management training according to the level of package purchased.
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
Instructor-Led Sessions	2 sessions (6 hours total) or 1 day onsite	4 sessions (12 hours total) or 2 days onsite	4 sessions (12 hours total) or 2 days onsite
Laserfiche Workflow for Uniform Filing Training 2 sessions (6 hours) or 1 Day Onsite	Not Included	Included	Included
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE FORMS

MCCI's Laserfiche Forms Training is designed to be highly interactive. The goal is to quickly empower individuals in the Client's organization to learn Laserfiche Forms. Individuals will learn not only how to create and maintain webforms but also apply their new skills to streamlining approval and review processes. Lastly, training is completed in the Client's Laserfiche Forms environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Forms.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to the Client's organization. In one (1) 2-hour remote sessions prior to training, attendees are led through a process design workshop with the instructor to isolate and plan out a process. Attendees then apply their new skills during the last session to the outlined process.

In Level 3, attendees get all of Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified process is complex, and attendees prefer more coaching beyond the Level 2 training session.

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Forms Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

MCCI DELIVERABLES

- Provide Process Automation training according to the level of package purchased. CSS and JavaScript are outside the scope of this training package
- Provide training for up to (six) 6 users per session

Description	Level 1	Level 2	Level 3
Product Training	Laserfiche Forms	Laserfiche Forms	Laserfiche Forms
Instructor-Led Sessions	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
Exercises Designed to Learn Tools and Explore Features	Included	Included	Included
Coaching on a Process Design	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE WORKFLOW

MCCi's Laserfiche Workflow Training is designed to be highly interactive. The goal is to quickly empower individuals in the Client's organization to learn Laserfiche Workflow. Individuals will learn how to build workflows to replace repetitive steps performed in the repository, send email notifications, promote uniform document filing and naming, and potentially integrate with other applications through data lookups and insertions. Lastly, training is completed in the Client's Laserfiche environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Workflow.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to your organization. In one 2-hour remote session prior to training, attendees are led through a process discovery workshop with the instructor to isolate and plan out a workflow. Attendees then apply their new skills during the last session to the outlined workflow.

In Level 3, attendees get all Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified workflow is complex, and attendees prefer more coaching beyond the Level 2 training session.

CLIENT DELIVERABLES

- Provide each attendee participating in the training access to Workflow Designer and Workflow Administration Console
- Appoint a Workflow Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

MCCI DELIVERABLES

- Provide Workflow Designer training on commonly used activities according to the level of package purchased. Activities that require skills not related to Laserfiche to configure (i.e., SQL queries, VBA, C#, Microsoft .NET Framework, API calls) are outside the scope of this training package
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
Product Training	Laserfiche Workflow	Laserfiche Workflow	Laserfiche Workflow
Instructor-Led Sessions	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
Exercises Designed to Learn Tools and Explore Features	Included	Included	Included
Coaching on a Process Design	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

INTRODUCTION TO LASERFICHE – PROJECT INTRODUCTION TRAINING

As part of the Client's new Laserfiche implementation project, this one-hour training course will provide them and their departmental subject-matter experts with an overview of the features and functionality of their Laserfiche platform. The training course is built to help the Client understand what Laserfiche is capable of and get them into the mindset of working in Laserfiche before we dive into the discovery and implementation phases of their project.

TOPICS INCLUDED IN THIS COURSE

- What is Laserfiche?
- What is metadata and how is it used in filing workflows to automate archiving documents?
- Best practices in creating/managing a repository.
- Overview of specific process automation tools, based on the Client's platform/subscription/licensing.

MCCI DELIVERABLES

- Provide a one-hour remote training session/demonstration of the introductory topics for up to six (6) users per session
- Provide slide deck of session for download, if applicable

EXCLUSIONS

- MCCi is not responsible for providing training course examples specific to solutions provided in final project deliverables.

ASSUMPTIONS

- Training is to be completed after Client kick-off call, but before discovery phase.
- Client does not have the Training Center for Laserfiche subscription.

LASERFICHE QUICK FIELDS TRAINING

MCCi's Quick Fields On-Site training is designed to empower Laserfiche administrators to create and run Quick Fields sessions that automate document identification, processing, and storage. Learners will participate in configuring a new session focusing on commonly used Quick Fields functionalities.

CLIENT DELIVERABLES

- Attend Laserfiche Administration Training prior to Quick Fields training

MCCI DELIVERABLES

- Install Quick Fields
- Provide project discovery
- Provide one (1) full day training or two (2) half-day trainings on purchased Quick Fields modules for up to six (6) users per session
- Quick Fields configuration assistance post training for up to 30 calendar days from the initial training, not to exceed eight (8) hours

3. DELIVERABLES

CONTRACTOR SHOULD DEVELOP THE FOLLOWING DELIVERABLES IN THE ASSESSMENT OF THE PARTICIPATING AGENCIES CURRENT SYSTEM AND PROPOSED SOLUTION (ADDRESSES ELEMENTS A-O UNDER SECTION 3 DELIVERABLES)

MCCi has partnered with industry-leading solutions to drive process improvement and innovation across organizations versus siloed technology department by department. MCCi's clients are choosing Content Services & Intelligent Automation to drive the automation necessary, starting with processes as simple as scanning documents and going as far as implementing digital workers to perform time-consuming repetitive tasks. MCCi consults with our clients to identify the business issues and bottlenecks in processes and recommends how these processes can be automated utilizing technology tools. Whether clients are looking to implement self-hosted or in the cloud, we have solutions to tailor to each organization. We are passionate about empowering organizations to choose and implement right solution for their first initial roll-out and to meet their long-term goals.

CONSULTATION

As the Client begins the journey to choose the best technology, we start with a thorough discovery process to understand their current business needs and how those may change in the future. Our sales and client innovation teams then recommend a solution tailored to the Client's needs. We determine the best implementation strategy, as well as ongoing support needs. Our goal is to deliver a final solution and work with them on their next project.

To complete discovery/assessment of existing records, system, and procedures, MCCi experts will conduct an analysis of the prospective client's systems. The analysis is the study of the differences between two information systems or applications, often for determining how to bridge the space between where we are and where we want to be. New clients may be new to using a Content Services or Intelligent Automation solution or could be transitioning from another system. Existing clients may consider an analysis when looking to expand their system into other departments or throughout their enterprise. It is also an opportunity to investigate and report on how Client's existing solution is being used versus its intended use. Either way, an analysis not only serves the

consulting needs, but can also mitigate inherent risks in a new project. Risks such as scope creep, unforeseen needs (e.g., people, conversions, integrations, equipment), and unknown stakeholders can be identified and cleared up at the very beginning of the project. This process involves determining, documenting, and approving the variance between business requirements and current capabilities. MCCi takes it a step further by providing recommendations and an action plan. The amount of time/cost of an analysis is dependent upon the system size and number of departments to be involved. The final deliverable is a report that can be given to Client in a format that can be edited. Any future changes to the report are the responsibility of Client. The report can detail the following:

- A summary of the current document flow path with recommended changes/requirements
- Equipment, software, and staffing recommendations
- Storage needs for each department
- Recommendations on the timing of phasing in departments (based on needs/complexity)
- Implementation recommendations
- Possible timeline and workplan or a Statement of Work detailing the project
- Suggested retention periods based on client's needs and requirements
- Costs involved in initial project and expansions into various departments based on client's needs
- Recommendations of availability and accessibility of various documents based on client's requirements
- Recommendations of strategies on adoptions of new policies and procedures related to document management
- Recommendations for applying change management and training

MCCi can deliver results of the performed analysis in written form, as well as via an onsite meeting with key client stakeholders that should be attended by client CIO/IT Director, Application Administrators, departmental managers, and any other leadership members.

Sample Timeline Process Assessment- Pre Development*			
Task #	Task Name	Duration	Resources Needed
1	Kick-Off Meeting	1 day	MCCi Account Executive, MCCi Project Team, Client Project Sponsors
2	Process Analysis	5 days	MCCi Account Executive, MCCi Project Team, Client Project Sponsors, Client SME
2.1	Process Assessment - Pre-Development	1 day	
2.1.1	Meet Process Owners - Process 1		MCCi Account Executive, MCCi Project Team, Client Project Sponsors, Client SME
2.1.2	Meet Process Owners - Process 2		MCCi Account Executive, MCCi Project Team, Client Project Sponsors, Client SME
2.1.3	Meet Process Owners - Process 3		MCCi Account Executive, MCCi Project Team, Client Project Sponsors, Client SME
2.2	Deep Dive - Targeted Process - Process 1	1 day	
2.2.1	Review Existing Process Maps		MCCi Project Team, Client SME
2.2.2	Review SOPs		MCCi Project Team, Client SME
2.2.3	Meet with Process Owners		MCCi Project Team, Client SME
2.3	Deep Dive - Targeted Process - Process 2	1 day	
2.3.1	Review Existing Process Maps		MCCi Project Team, Client SME
2.3.2	Review SOPs		MCCi Project Team, Client SME
2.3.3	Meet with Process Owners		MCCi Project Team, Client SME
2.4	Deep Dive - Targeted Process - Process 3	1 day	
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2.4.1	Review Existing Process Maps		MCCI Project Team, Client SME
2.4.2	Review SOPs		MCCI Project Team, Client SME
2.4.3	Meet with Process Owners		MCCI Project Team, Client SME
2.5	Shadowing - Selected Process(s) Observations	1 day	
2.5.1	Process 1		MCCI Project Team, Client SME
2.5.2	Process 2		MCCI Project Team, Client SME
2.5.3	Process 3		MCCI Project Team, Client SME
3	Process Definition Documentation (PDD)	25 days	MCCi Account Executive, MCCI Project Team, Client Project Sponsors, Client SME
3.1	Create Final Draft	12 days	MCCI Project Team
3.2	Meet with Process Owners	1 day	MCCi Account Executive, MCCI Project Team, Client SME
3.3	Redline	4 days	Client Project Sponsors, Client SME
3.4	Final Corrections	4 days	MCCI Project Team
3.5	Client Approval – PDD	4 days	Client Project Sponsors
4	Solution Design Documentation (SDD)	25 days	MCCi Account Executive, MCCI Project Team, Client Project Sponsors, Client SME
4.1	Create Final Draft	12 days	MCCI Project Team
4.2	Meet with Process Owners	1 day	MCCi Account Executive, MCCI Project Team, Client SME
4.3	Redline	4 days	Client Project Sponsors, Client SME
4.4	Final Corrections	4 days	MCCI Project Team
4.5	Client Approval - SDD	4 days	Client Project Sponsors
5	Meet with Stakeholders to Deliver Report	.5 days	MCCi Account Executive, MCCI Project Team, Client Project Sponsors

*This timeline is provided as an example only. Actual timeline may differ based on project size, number of processes evaluated, and necessity for any change orders that may occur through the process. Qualifications for change orders can include, but are not limited to: post process approval revisions, additional resource requirements, etc. Actual timeline will depend upon client and vendor resource availability and responsiveness, as well as environment preparedness.

TAB 8 - VALUE ADDED PRODUCTS AND SERVICES

INCLUDE ANY ADDITIONAL PRODUCTS AND/OR SERVICES AVAILABLE THAT VENDOR CURRENTLY PERFORMS IN THEIR NORMAL COURSE OF BUSINESS THAT IS NOT INCLUDED IN THE SCOPE OF THE SOLICITATION THAT YOU THINK WILL ENHANCE AND ADD VALUE TO THIS CONTRACT FOR REGION 14 ESC AND ALL NCPA PARTICIPATING ENTITIES.

Please see our included Product Overviews below of value-added products and services.

SERVICE PACKAGES

LASERFICHE SYSTEM MIGRATION PACKAGE

MCCi's System Migration Package is designed for MCCi to assist with moving your existing Laserfiche infrastructure with your currently installed applications to your new server environment and upgrading to the latest Laserfiche supported versions.

CLIENT DELIVERABLES

- Provide Microsoft Window Server(s) that meets Laserfiche system requirements
- Provide a Windows account that has administrative rights to each new Laserfiche server, can create, write, and read the various Laserfiche databases, and query Active Directory
- Acquire, install, and setup TLS certificates that meet Laserfiche requirements
- Create backup of Laserfiche databases and restore in new SQL environment
- Transfer data to new environment

MCCi DELIVERABLES

- Install and configure one (1) instance of each existing Laserfiche application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.)
- Register existing repositories in the new environment with the various Laserfiche applications
- Upgrade existing Laserfiche applications to newest supported version of Laserfiche
- Provide consultation on best practices for volume and Laserfiche database migrations
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Updates to configuration in any Workflows, Forms, Quick Fields, or Import Agent Sessions migrated
- Configuring Identity Providers other than native Active Directory
- Installing or Configuring applications that were not already installed or configured
- Migrating custom settings or integrations

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all servers.
- Laserfiche Server version 8 and Laserfiche Workflow version 8.3 or later is currently installed.
- If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).

SELF-HOSTED DATA MIGRATION TO LASERFICHE CLOUD

MCCi's Self-Hosted Data Migration to Laserfiche Cloud Package is designed to migrate an existing self-hosted Laserfiche system to a new Laserfiche Cloud environment.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each server (can create, write, and read the various Laserfiche databases, and has administrative rights to the Laserfiche applications)
- Purchase a Laserfiche Cloud license that includes the features and data needed to migrate the self-hosted system

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MCCI DELIVERABLES

- Migrate a single (1) repository to the Laserfiche Cloud system
- Assist Client with switching one (1) installation of a self-hosted application (Windows Client, Quick Fields, Import Agent, etc.) to work with Laserfiche Cloud
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Upgrading Laserfiche applications except for the Laserfiche Server
- Upgrading SQL Server
- Migration of Laserfiche workflows, Laserfiche Forms Business Processes, or multiple repositories
- Migration or installation of Quick Fields Sessions
- Switching Windows users or groups to Repository users or groups
- Migrating repositories over 400 GB (volumes + SQL database)

ASSUMPTIONS

- Laserfiche server is on the latest version available to utilize the Laserfiche Data Migration tool.
- If Client has SQL 2016 or newer, additional professional services time may be needed to complete the migration.
- Laserfiche server is running Windows Server 2008 or higher.
- Data is being migrated to a new Laserfiche Cloud system.
- During the migration of the self-hosted system to Laserfiche Cloud, both systems will be unavailable.
- Data is being migrated to a new Laserfiche Cloud system.
- The current Client infrastructure meets the requirements needed to install and run the Laserfiche Cloud Migration tool.

LASERFICHE INSTALLATION PACKAGE

MCCi's Installation Package is designed for MCCi to install and do initial configuration of the applications that come with your Laserfiche Licensing Platform (e.g., Avante, Rio, Subscription).

CLIENT DELIVERABLES

- Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Migration of existing Laserfiche environment/applications to new environment
- Configuring identity providers other than Active Directory

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
- If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).

LASERFICHE SUBSCRIPTION STARTER INSTALLATION PACKAGE

MCCi's Subscription Starter Installation Package is designed for MCCi to install and do initial configuration of the following applications: Laserfiche Server, Laserfiche Directory Server, Laserfiche Web Client, Import Agent, and Starter Audit Trail.

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CLIENT DELIVERABLES

- Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Migration of existing Laserfiche environment/applications to new environment
- Configuring Identity Providers other than Active Directory
- Installation of Laserfiche Windows Client, Workflow, Laserfiche Forms, Web Link, Distributed Computing Cluster, Mobile Server, Federated Search, and ScanConnect

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
- If applicable, Client has also ordered Installation and Initial Configuration of Active Directory Certificate Services package (see package description for full detail).

PUBLIC FACING LASERFICHE WEB PRODUCTS INSTALLATION AND CONFIGURATION PACKAGE

MCCi's public facing Laserfiche installation and configuration package is designed to implement a single Laserfiche web product in a Client's DMZ or Reverse Proxy environment and configure it to use Directory Server authentication.

CLIENT DELIVERABLES

- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide servers in DMZ or Reverse Proxy
- Configure appropriate DNS entries
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure one (1) instance of Laserfiche Web Client, Forms, Mobile, or WebLink in one (1) environment (E.g., Test, Dev, Staging, QA, etc.) in a DMZ or Reverse Proxy
- Configure Laserfiche software to use TLS Certificates supplied by Client
- Configure Laserfiche software to communicate with necessary internal servers
- Assuming Weblink is the instance chosen for installation and configuration:
 - Basic configuration using the WebLink Designer not to exceed three (3) hours
 - Configure WebLink access security to one (1) level from the root on one (1) repository for the public user account
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Provisioning Client servers in DMZs
- Customization of WebLink asp Microsoft .NET Framework file
- Configuration of Folder Filter Expression

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers

UPGRADE TO LFDS INSTALLATION PACKAGE

MCCi's Upgrade to LFDS Installation Package is designed to upgrade a Client's system from repository authentication to using directory server authentication. This includes migrating repository user accounts and groups to directory server and configuring existing Laserfiche web products to use directory server authentication.

CLIENT DELIVERABLES

- Provide Microsoft Windows Server that meets Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure LFDS in one (1) environment (E.g., Test, Dev, Staging, QA, etc.)
- Migrate repository user accounts and groups to LFDS
- Configure Laserfiche web products for Single Sign-On using LFDS authentication in one (1) environment (E.g., Test, Dev, Staging, QA, etc.)
- Perform basic software deployment testing

EXCLUSIONS

MCCi is not responsible for the following:

- Adding new users, creating new groups, access rights, and security
- Setting up external DMZ
- Installing and configuring Failover Clusters or Load Balancing
- Migrating existing Laserfiche environment/applications to new environment
- Configuring Identity Providers other than native Active Directory

ASSUMPTIONS

- Client's Laserfiche application server is on Laserfiche Version 10.4.1 or later
- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers
- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.
- Repository user accounts can be migrated using the User Account Migration tool. If the tool is not able to be used, a change order may be needed.

LASERFICHE VERSION UPGRADE PACKAGE

MCCi's Laserfiche Version Upgrade Package is designed for MCCi to upgrade your existing Laserfiche applications to the newest supported versions on the servers Laserfiche is currently installed on.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements

MCCI DELIVERABLES

- Update existing modules in one (1) environment to the newest supported version of Laserfiche.
- Perform basic software deployment testing.

EXCLUSIONS

MCCi is not responsible for the following:

- Migrating Laserfiche system or MS SQL to new Windows servers
- Migrating existing Laserfiche environment/applications to new environment
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Configuring identity providers other than native Active Directory

- Metadata configuration

ASSUMPTIONS

- Existing SQL Server version instances meet Laserfiche requirements.
- Existing Windows Server version meets Laserfiche requirements.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.
- Laserfiche Server version 8 and Laserfiche Workflow version 8.3 or later are currently installed.

LASERFICHE LICENSING PLATFORM AND VERSION UPGRADE PACKAGE

MCCi's Laserfiche Licensing Platform and Version Upgrade Package is designed for MCCi to switch your existing Laserfiche Licensing Platform (e.g., United, Teams, Avante, Rio) to a new Laserfiche Licensing Platform (e.g., United to Avante or Avante to Rio, etc.) on the servers that Laserfiche is currently installed on. This includes installing new modules that are included with your new licensing platform, installing and configuring directory server, converting/migrating users from your repository to directory server if needed, and upgrading your existing Laserfiche applications to the newest supported versions.

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements

MCCI DELIVERABLES

- Perform licensing update to upgrade Client to defined platform and newest supported version of Laserfiche
- Install and configure new modules in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not currently owned by Client to not exceed: directory server, Web Client, Forms, Workflow as outlined in the Laserfiche assumptions section
- Install and configure Directory Server on the appropriate server per MCCi best practices
- Convert/migrate repository user accounts to Directory Server (some pre-requisites apply)
- Configure Laserfiche web products for Single Sign-On using LFDS authentication in one (1) environment (e.g., Test, Dev, Staging, QA, etc.)

EXCLUSIONS

MCCi is not responsible for the following:

- Migrating Laserfiche system or MS SQL to new Windows Servers
- Migrating existing Laserfiche environment/applications to new environment
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs
- Configuring identity providers other than native Active Directory
- Metadata Configuration

ASSUMPTIONS

- Existing SQL Server version instances meet Laserfiche requirements.
- Existing Windows Server version meets Laserfiche requirements.
- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Included if applicable; Installation and Configuration of AD CS Services package, see package description for full detail.
- Laserfiche Server version 8 and Laserfiche Workflow version 8.3 or higher are currently installed.

LASERFICHE SANDBOX INSTALLATION PACKAGE

MCCi's Laserfiche Sandbox Installation Package is designed for Clients whose subscription licensing includes a Sandbox license.

CLIENT DELIVERABLES

- Provide Microsoft Windows application server that meets Laserfiche system requirements

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- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install a single (1) sandbox environment on a single server including up to ten (10) users, Laserfiche Directory Server and any additional add-ons purchased from MCCi, such as portals

EXCLUSIONS

MCCi is not responsible for replicating other environments into Sandbox (E.g., Migrating workflows, forms processes, folder structures, security, user accounts, integrations, etc.).

ASSUMPTIONS

- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Client owns Laserfiche Business Subscription Tier or Sandbox licensing.
- Client has acquired, installed, and set up TLS Certificates that meet Laserfiche requirements on Client's system.

LASERFICHE ADD-ON APPLICATION INSTALLATION

MCCi's Add-on Application Installation Package is designed for MCCi to install and perform the initial basic configuration of one (1) Laserfiche application.

CLIENT DELIVERABLES

- Provide Microsoft Windows Server(s) that meet(s) the Laserfiche system requirements
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements
- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory)

MCCI DELIVERABLES

- Install and configure one (1) application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) as outlined in the Laserfiche Assumptions section
- Perform basic software deployment testing
- Provide one-hour overview on the application installed

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Installing and configuring LFDS
- Installing and configuring Laserfiche PowerPack by MCCi
- Installation of Configuring servers in DMZs
- Migration of existing Laserfiche environment/applications to new environment
- Configuration of identity providers other than Active Directory

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.

LASERFICHE SAML IDENTITY PROVIDER PACKAGE

MCCi's Laserfiche SAML Identity Provider Package is designed to help Client configure directory server with a SAML 2.0 supported identity provider.

CLIENT DELIVERABLES

- Provide MCCi with claims mapping configuration information from SAML 2.0 Identity Provider (IdP)

MCCI DELIVERABLES

- Configure directory server to use the Client's SAML identity provider for authentication in the Laserfiche system
- Provide Client training on how to create accounts in directory server from the Client's SAML identity provider

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring individual Laserfiche web products to use Single Sign On

- Troubleshooting issues with the SAML identity provider
- Identifying provider conversion: the migration (or conversion) of users from the current identity provider to the new SAML identity provider, including, without limitation, directory server and repository users
- Migrating (or converting) of users from current identity provider to the new SAML identity provider, including directory server and repository users
- Creating accounts in directory server from Client's SAML identity provider

ASSUMPTIONS

- Laserfiche Directory Server is installed and configured.
- Client's identity services must support SAML 2.0 tokens.
- Client must have sufficient access and privileges to their SAML-compatible identity services to configure Laserfiche as an authorized SAML service provider. This includes (but is not limited to) firewalls, exporting metadata, and importing metadata.

LASERFICHE POWERPACK BY MCCi INSTALLATION AND CONFIGURATION PACKAGE

MCCi provides installation and configuration services to assist MCCi's Clients in quickly utilizing the benefits of the powerful features included in PowerPack.

CLIENT DELIVERABLES

- Provide IIS web server to host the Data Analytics website
- Provide SQL Server to host Data Analytics database (will be created during the initial configuration)
- Provide server/workstation to install OCR Scheduler and Data Analytics service
- Provide Laserfiche Workflow server to install and configure custom Workflow Activities
- Provide a dedicated Laserfiche named user license for PowerPack to utilize

MCCi DELIVERABLES

- Install PowerPack components on a single server (workflow custom activities will be installed on the workflow server)
- Configure one OCR Scheduler schedule
- Install PDF and Microsoft Office iFilters
- Provide one (1) remote overview training for up to one (1) hour

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring OCR Scheduler to extract text from electronic files other than PDF and MS Office files (Tiff files will still be OCR'd)
- Running OCR on files in Laserfiche record series
- Creating workflows

ASSUMPTIONS

- PowerPack is whitelisted with Client's antivirus software.
- Client environment supports the latest Laserfiche SDK runtimes.
- Microsoft Visual C++ 2015 Update 3 is installed and configured on Client system.
- Microsoft .NET Framework 4.8 is installed and configured on Client system.
- Laserfiche Workflow 10.2 or later is installed and configured on Client system.
- Laserfiche Server 10.2 is installed and configured on Client system.

LASERFICHE FILING WORKFLOW CONFIGURATION

MCCi's Laserfiche Filing Workflow Configuration Services are designed to be highly collaborative. The goal is to provide a customized process that allows Client's organization to archive specified records in a proper format and location that is consistent with Client's organization's standards. To execute, MCCi's team of expert Project Managers and System Engineers will work with Client's Project Manager to build a Filing Workflow in Client's Laserfiche environment.

CLIENT DELIVERABLES

- Provide MCCi with a mapped-out narrative and flowchart of the specified business process

- Thoroughly define each resource and activity in the business process, including, without limitation, any exceptions
- Complete requirements gathering with MCCi Project Manager to define document types, naming schemes, folder paths, and metadata

MCCI DELIVERABLES

- Configure a Laserfiche Filing Workflow to file documents in the Laserfiche repository (not to exceed 15 document types)
- Rename documents and route to appropriate folder structure
- Create up to three (3) Laserfiche templates and up to seven (7) fields per template
- Provide requirements gathering
- Set root-level security
- Conduct half-day of remote “train the trainer” training on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security
- Installing software

ASSUMPTIONS

- Workflow is already installed and configured.

LASERFICHE REPOSITORY CONFIGURATION

MCCi’s Laserfiche Repository Configuration Services are designed to assist the Client with establishing a basic repository structure. The goal is to start a foundation for the Client’s organization to build their Laserfiche repository from and help establish consistent standards the Client’s organizations can build on. MCCi’s team will work with Client’s Project Manager to discover the templates and structure that fits the Client needs.

CLIENT DELIVERABLES

- Define each user and group necessary to access Laserfiche
- Complete requirements gathering with MCCi Project Team to define document types, naming schemes, folder paths, and metadata

MCCI DELIVERABLES

- Provide requirements gathering
- Create up to two (2) folder structures that consist of three (3) tiered levels
- Create up to two (2) Laserfiche templates with up to seven (7) fields each
- Create up to two (2) Laserfiche User Groups
- Set entry access security for up to two-level
- Conduct one (1) session (three (3) hours total) of remote “train the trainer” training on Basic Laserfiche and User functions.

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring business routing logic
- Restructuring metadata
- Determining Records Management settings
- Cleaning up existing documents
- Configuring automated security

- Installing software
- Configuring workflows

RECORDS MANAGEMENT CONFIGURATION

MCCi will configure Records Management in Client's repository using Transparent Records Management (TRM). Using TRM, both records managers and general users can organize the same repository in the manner they each prefer, simultaneously. The process is "transparent" because it enables general users to see through the complex records management layout to their desired structure. Records management requirements do not interfere with day-to-day business needs, and records managers can retain control over the way information is categorized and filed outside of the view of everyday users of the system.

CLIENT DELIVERABLES

- Provide Client representative to participate in organizing the repository through templates and folder structure and plan out the templates, record types, and folder structure, not to exceed 15 record types that will be implemented
- Provide all necessary information on the retention schedules to be implemented
- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment

MCCI DELIVERABLES

- Create up to three (3) templates, up to fifteen (15) Record Series, and up to fifteen (15) folders
- Build workflow(s) to file records in correct record series and create a shortcut in the end user folder structure. Workflows will be based on information that users input into the template when adding the document to Laserfiche. These workflows will be for filing purposes only and not include any business process steps for approval, review, etc.
- Build a workflow to run on a schedule set by Client that sends an email notification (to Client's Records Manager and up to one (1) other user) with up to three (3) links to display a list in the Web Client of all records available for cutoff, disposition, or vital records that need review
- Conduct half-day of remote "train the trainer" training on administering and executing the processes built by the MCCi project team
- Perform alpha and beta testing on the built processes. MCCi will transition project to Client UAT team once beta is complete and successful

EXCLUSIONS

MCCi is not responsible for the following:

- Creating training documentation for these processes
- Managing or providing upkeep of the Laserfiche Records Management System
- Configuring any e-mail notifications for records management actions outside of basic notifications for records available for cutoff, records available for disposition, and vital documents for review
- Installing software

ASSUMPTIONS

- Client owns Laserfiche Records Management Edition and Laserfiche Workflow.
- Client owns and has Laserfiche Web Client installed and configured.

LASERFICHE QUICK FIELDS BASIC CONFIGURATION PACKAGE

MCCi's Quick Fields basic configuration package is designed for MCCi to install Laserfiche Quick Fields, configure a single desired Quick Fields session with one classification type, configure real-time lookup, and create a corresponding Laserfiche Template and fields.

CLIENT DELIVERABLES

- Provide lookup credentials
- Format Client forms in a manner that is conducive to QF indexing. Client may need to change the format of forms for all functionality to work consistently.

MCCI DELIVERABLES

- Install Quick Fields
- Configure one (1) Quick Fields session
- Set up one (1) session classification and lookup using Real-Time Lookup
- Provide Lookup which allows for one (1) ODBC connection and one (1) field data query
- Create one (1) Laserfiche Template with up to seven (7) fields

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring Workflow
- Creating dynamic fields
- Providing Quick Fields training

ASSUMPTIONS

- Client has procured appropriate licensing for Real-Time Lookup.

LASERFICHE QUICK FIELDS ADVANCED CONFIGURATION PACKAGE

MCCi's Quick Fields advanced configuration package is designed for MCCi to install Laserfiche Quick Fields, configure a single Quick Fields session with maximum of five (5) classification types, configure Real-Time Lookup, and create a corresponding Laserfiche Template and fields.

CLIENT DELIVERABLES

- Provide lookup credentials
- Procure appropriate licensing for Real-Time Lookup and Classifications
- Format Client forms in a manner that is conducive to QF indexing. Client may need to change the format of forms for all functionality to work consistently.

MCCI DELIVERABLES

- Install Quick Fields
- Configure one (1) Quick Fields session
- Set up a maximum of five (5) session classifications, each with one (1) Real-Time Lookup using ODBC and three (3) field data queries per lookup
- Create five (5) Laserfiche Templates with up to twenty-five (25) fields total

EXCLUSIONS

MCCi is not responsible for the following:

- Configuring workflow
- Creating dynamic fields
- Providing Quick Fields training

LASERFICHE CLOUD SINGLE SIGN-ON

MCCi will assist Clients in configuration and testing of supported Single Sign-On integration with Laserfiche Cloud.

CLIENT DELIVERABLES

- Download/export of Client-side SAML configuration file for import into LF Cloud
- Configure existing SAML-compatible SSO platform supported by LF Cloud

MCCI DELIVERABLES

- Setup SSO parameters within LF Cloud to communicate with Client-side SAML-compatible application
- Convert one LF Cloud user account to use SSO configuration
- Perform testing of SSO functionality from LF Cloud Web/Windows Client
- Demonstrate to Client how to configure additional LF Cloud users for SSO

EXCLUSIONS

MCCi is not responsible for the following:

- Assistance with setting up SAML-compatible application in Client-side SSO platform
- Configuration of SSO with unsupported or non-SAML providers
- Configuration of multiple users to use SSO within LF Cloud

ASSUMPTIONS

- Client has administrative access to Client-side SSO platform with ability to create applications
- Client has or can create user account within SSO platform for testing purposes

LASERFICHE CONNECTOR INTEGRATION CONFIGURATION AND TRAINING

MCCi provides installation, configuration services and training to assist MCCi's clients in quickly utilizing the streamlined experience for integrating Laserfiche with a line of business applications.

CLIENT DELIVERABLES

- Ensure that user's machine and application to be integrated with Connector meet Laserfiche Connector requirements outlined in the hardware requirements
- Provide a test utility to ensure that the application screen is viable prior to purchase. Client is responsible for ensuring the compatibility of applications prior to purchase
- All data used for configuration must be available from the application screens
- Appoint a Laserfiche Connector Administrator
- Provide Laserfiche metadata requirements

MCCI DELIVERABLES

- Install and integrate Laserfiche Connector on one (1) machine within the current Laserfiche system environment pursuant to the Laserfiche Connector requirements
- Assist in configuration of integration for up to one (1) application screen with three (3) standard actions on one machine
- Standard Actions Included: Scan, Import, Search Client, Search Weblink, and/or Search Web Access, launching from the desired application to Laserfiche
- Define Laserfiche metadata structure to support the specified integration
- Define Laserfiche security to support the integration
- Provide remote "Train the Trainer" training while performing integration of the Client's software with Connector

ASSUMPTIONS

- Not all applications are guaranteed to work with Laserfiche Connector. Even if a test was successful with the Laserfiche Connector Test Utility, configuring with the full software may not work as intended.

ABBYY FLEXICAPTURE INSTALLATION AND INITIAL CONFIGURATION PACKAGE - SELF-HOSTED/MANAGED CLOUD

CLIENT DELIVERABLES

- Provide Microsoft Windows server(s) that meet the ABBYY system requirements
- Acquire, install, and setup SSL/TLS Certificate that meet the ABBYY requirements
- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)

MCCI DELIVERABLES

- Install and provide initial configuration of one (1) instance of each application in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not to exceed three (3) FlexiCapture servers

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.

ABBYY FLEXICAPTURE INSTALLATION AND INITIAL CONFIGURATION PACKAGE – ABBYY CLOUD

CLIENT DELIVERABLES

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- Provide local Microsoft Windows server or workstation that meets the ABBYY system requirements for FlexiCapture Developer's Package
- Provide Windows account that has administrative rights to each windows server or workstation
- Provide CSV Files of Vendor and Business Unit data to be uploaded to Cloud

MCCI ACTIVITIES AND/OR DELIVERABLES

- Install the FlexiCapture Developers Package on one (1) workstation and/or server within the Client's environment.
- Configure ABBYY FlexiCapture Connect config.json file with connection and import and export settings

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.

ABBYY FLEXICAPTURE FOR INVOICES PROJECT CONFIGURATION WITH LASERFICHE PACKAGE

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)
- Set up linked server to Client's AP System database and provide SQL views to query Vendor and Invoice data
- Provide a dedicated Laserfiche named user license for the ABBYY LF Connector to utilize
- Provide methods for importing invoices into FlexiCapture and credentials required for accessing
- Provide sample invoices for up to five (5) vendors, fifteen (15) per vendor

MCCI ACTIVITIES AND/OR DELIVERABLES

- Create one (1) FlexiCapture for Invoices project that will capture the following values from an invoice: Business Unit, Vendor, Invoice Number, Invoice Date, Gross Amount, Account Number, and Purchase Order Number and up to three (3) custom trainable fields (not requiring the development of a FlexiLayout).
- Provide one (1) document definition that describes the location of document elements and indicates fields to be used in data extraction
- Configure import profiles from which FlexiCapture will import invoices
- Configure export process to one location per document definition
- Train Flexicapture identification for up to five (5) vendors, fifteen (15) per vendor

EXCLUSIONS

MCCi is not responsible for the following:

- Capturing tax information, line items extraction, purchase order matching, and GL Coding
- Providing additional/custom FlexiLayouts
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

ASSUMPTIONS

- ABBYY FlexiCapture software is already installed, and initial configuration has been completed.
- Google Chrome or Chromium Microsoft Edge is installed on all FlexiCapture servers.
- All servers meet ABBYY's recommended specifications and all pre-requisites are installed.

ABBYY FLEXICAPTURE FOR INVOICES PROJECT CONFIGURATION – NON-LASERFICHE PACKAGE

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)

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- Set up linked server to Client's AP System database and provide SQL views to query Vendor and Invoice data
- Provide a dedicated Laserfiche named user license for the ABBYY LF Connector to utilize
- Provide methods for importing invoices into FlexiCapture and credentials required for accessing
- Provide sample invoices for up to five (5) vendors, 15 per vendor

MCCI ACTIVITIES AND/OR DELIVERABLES

- Create one (1) FlexiCapture for Invoices project that will capture the following values from an invoice: Business Unit, Vendor, Invoice Number, Invoice Date, Gross Amount, Account Number, and Purchase Order Number and up to three (3) custom trainable fields (not requiring the development of a FlexiLayout).
- Provide one (1) document definition that describes the location of document elements and indicates fields to be used in data extraction
- Configure import profiles from which FlexiCapture will import invoices
- Configure export process to one location per document definition
- Train invoices for up to five (5) vendors, 15 per vendor

EXCLUSIONS

MCCi is not responsible for the following:

- Capturing tax information, line items extraction, purchase order matching, and GL Coding
- Providing additional/custom FlexiLayouts
- Creating custom development or coding that may be required for export or other processes
- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

ASSUMPTIONS

- ABBYY FlexiCapture software is already installed, and initial configuration has been completed.
- Google Chrome or Chromium Microsoft Edge is installed on all FlexiCapture servers.
- All servers meet ABBYY's recommended specifications and all pre-requisites are installed.

ABBYY FLEXICAPTURE UPGRADE PACKAGE

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each ABBYY server (can create, write, and read the various ABBYY databases, and query Active Directory)
- Provide access to current version of FlexiCapture Installation files
- Backup FlexiCapture SQL Database and all FlexiCapture dedicated server(s)
- Verify that all pending tasks have been completed and all batches have been processed

MCCI ACTIVITIES AND/OR DELIVERABLES

- Compact and backup existing Invoice Project(s) files and training batches
- Uninstall existing version of FlexiCapture
- Download and install latest compatible version of FlexiCapture or FlexiCapture for Invoices in one (1) environment (e.g., Test, Dev, Staging, QA, etc.) not to exceed three (3) FlexiCapture servers
- Upgrade existing project(s) to latest version

EXCLUSIONS

MCCi is not responsible for the following:

- Installing and configuring failover clusters or load balancing
- Configuring servers in DMZs

ASSUMPTIONS

- Google Chrome or Chromium Microsoft Edge is installed on all Laserfiche servers.
- All servers meet ABBYY's recommended specifications and all pre-requisites are installed.

CITIES DIGITAL ARCGIS INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

ArcGIS is a geographic information system used by municipalities to display data related to positions on a map. The ArcGIS integration by Cities Digital (CDI) links existing GIS layers to documents in Laserfiche, displaying both sets of information together within the assets on the map.

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CLIENT DELIVERABLES

- Provide ArcGIS layer integration information for integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers
- Replace existing ArcGIS layers with the integration layers on your ArcGIS map

MCCI DELIVERABLES

- Install CDI ArcGIS Integration software on a single (1) server to communicate with a single (1) repository
- Configure CDI ArcGIS Integration for up to five (5) ArcGIS Layers
- Provide one (1) hour of remote overview of integration

EXCLUSIONS

- MCCI is not responsible for creating any layers within ArcGIS.

ASSUMPTIONS

- Weblink 9.0 or later is installed and configured on Client system
- Web Client 9.0 or later is installed and configured on Client system
- ArcGIS Online and ArcGIS Server 10.3.1 or later is installed and configured on Client system

CITIES DIGITAL DOCUSIGN INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

DocuSign is an online document signature platform. The Cities Digital (CDI) DocuSign integration allows documents to be sent from and received back into the Laserfiche repository, as well as providing a suite of Laserfiche Workflow activities that allow for some automation of this process.

CLIENT DELIVERABLES

- Ensure that DocuSign Connect feature is enabled
- Ensure that TLS 1.2 is configured on all Laserfiche Servers
- Provide an outward-facing Windows server for installation of the Listener
- Provide DocuSign credentials for configuring and testing the integration

MCCI DELIVERABLES

- Install the following CDI DocuSign Integration components: Listener, Web Client integration, Workflow Activities, Desktop Client integration on one (1) workstation
- Configure DocuSign Connect
- Perform preliminary testing
- Provide one (1) hour of remote overview of integration

EXCLUSIONS

- MCCI is not responsible for Workflow Creation.

ASSUMPTIONS

- Weblink 9.0 or later is installed and configured on Client system
- Web Client 9.0 or later is installed and configured on Client system
- Laserfiche Server 9.0 or later is installed and configured on Client system
- Laserfiche Client 9.0 or later is installed and configured on Client system
- Workflow 9.0 or later is installed and configured on Client system
- Client owns DocuSign licensing level that includes integration keys

CITIES DIGITAL MICROSOFT DYNAMICS CRM INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

The Cities Digital (CDI) Dynamics CRM integration for Laserfiche allows for easy connectivity and interaction between Laserfiche and Dynamics CRM.

CLIENT DELIVERABLES

- Provide Dynamics CRM credentials to be used by the integration
- Provide URL for Dynamics CRM

MCCI DELIVERABLES

- Install Dynamics CRM Integration
- Configure up to three (3) Dynamics Entities

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- Perform alpha testing
- Provide one (1) hour of remote overview of integration

EXCLUSIONS

- MCCi is not responsible for configuration in Dynamics CRM.

ASSUMPTIONS

- Weblink 9.0 or later is installed and configured on Client system
- Web Client 9.0 or later is installed and configured on Client system
- Laserfiche Server 9.0 or later is installed and configured on Client system
- Laserfiche Client 9.0 or later is installed and configured on Client system
- Workflow 9.0 or later is installed and configured on Client system

TRACKER INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

MCCi's Tracker Integration eliminates the need for third-party integration tools to provide a streamlined user experience for scanning, importing, and retrieving documents in Laserfiche from the Tracker application. This integration leverages built-in web features of Laserfiche allowing tracker to trigger these actions using standard HTTP requests.

MCCI DELIVERABLES

- Perform system assessment to ensure compatibility/readiness for Tracker integration
- Configure Tracker for Client-specific settings: gather/compile all details and provide to Tracker team for them to deploy
- Configure Laserfiche Form for file uploads
- Create Laserfiche Workflows to file documents brought into the repository by the integration
- Perform testing and solution demonstration
- Provide one (1) hour of remote overview of integration

EXCLUSIONS

MCCi is not responsible for the following:

- Installation of Laserfiche Server, Forms, or Workflow
- Configuration of servers in DMZs

ASSUMPTIONS

- Laserfiche Forms 10.4 or later installed and configured on Client system.
- Laserfiche Web Client 10.4 or later installed and configured on Client system.
- Laserfiche Workflow (for filing new documents to specific folders in the repository once scanned or imported) installed and configured on Client system.

TRACKER INTEGRATION UPGRADE PACKAGE

For Clients with existing integrations through MCCi using third party tools like RatchetX, this package will upgrade them to the new built-in integration.

MCCI DELIVERABLES

- Perform system assessment to ensure compatibility/readiness for Tracker integration
- Configure Tracker for Client-specific settings (gather/compile all details and provide to Tracker team for them to deploy)
- Configure Laserfiche Form for file uploads
- Create workflow configuration or updates to existing workflow as required (up to four (4) hours)
- Perform testing and solution demonstration
- Provide one (1) hour of remote overview of integration

EXCLUSIONS

MCCi is not responsible for the following:

- Installation of Laserfiche Server, Forms, or Workflow
- Configuring servers in DMZs

ASSUMPTIONS

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- Laserfiche Forms 10.4 or later is installed and configured on Client system.
- Laserfiche Web Client 10.4 or later installed and configured on Client system.
- Laserfiche Workflow (for filing new documents to specific folders in the repository once scanned or imported) installed and configured on Client system.

LASERFICHE DOCUSIGN INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

This package will allow basic integration of DocuSign with Laserfiche for electronically signed documents.

CLIENT DELIVERABLES

- Ensure that DocuSign Connect feature is enabled
- Ensure that TLS 1.2 is configured on all Laserfiche servers
- Provide an outward-facing Windows server for installation of the Laserfiche Web Import Service
- Provide DocuSign credentials for configuring and testing the integration

MCCI DELIVERABLES

- Install and configure Laserfiche Web Import Service
- Configure DocuSign integration
- Perform alpha testing

EXCLUSIONS

- MCCI is not responsible for DocuSign configuration outside of the integration components.

MCCI CWSAPI INSTALLATION AND CONFIGURATION PACKAGE

MCCi CWSAPI allows Client developers to integrate their third-party software with Laserfiche.

CLIENT DELIVERABLES

- Provide a dedicated Laserfiche named user/keyed integrator license for CWSAPI to utilize
- Provide an outward-facing server for installation of the integration
- Provide SQL database to facilitate upload “chunking”

MCCI DELIVERABLES

- Install CWSAPI Integration
- Complete basic configuration of the CWSAPI utility
- Provide (1) hour of remote overview of integration and Swagger

EXCLUSIONS

- MCCi will assist the Client’s development team as questions or issues arise but is not responsible for writing the custom integration to the Client’s software itself.

ASSUMPTIONS

- Laserfiche 9.2 or later is installed and configured on Client system
- Microsoft .NET Framework 4.6.1 is installed and configured on Client system
- Laserfiche SDK 10.4 is installed and configured on Client system
- Microsoft Visual C++ Runtime 2017 is installed and configured on Client system

MCCI ENERGOV INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

MCCi EnerGov integration leverages the MCCi CWSAPI to integrate with EnerGov, bringing documents with metadata into the repository and passing a reference back to EnerGov to facilitate ease of viewing documents.

CLIENT DELIVERABLES

- Provide desired EnerGov Fields for mapping metadata to Laserfiche
- Appoint an IT resource to work with MCCi for configuration and training
- Communicate Laserfiche metadata requirements
- Facilitate access to EnerGov technical staff and resources as needed
- If EnerGov “Intelligent Object” configuration is desired, it is Client’s responsibility to configure the appropriate settings in EnerGov or to work with EnerGov to do so. Intelligent Objects is the EnerGov feature that allows for creating letters and other documents and having them attached to EnerGov records. EnerGov configuration is needed to set this up and to have these documents treated as attachments to be stored in Laserfiche.

- Provide an outward-facing server for installation of the integration
- Provide a dedicated Laserfiche named user/keyed integrator license to operate the integration
- Confirm with EnerGov ownership of any needed SDK, API, and/or general EnerGov licensing requirements related to this integration.
- Provide SQL database to facilitate upload “chunking”
- Perform User Acceptance Testing (UAT)

MCCi DELIVERABLES

- Provide list of EnerGov fields available for mapping to Laserfiche
- Install EnerGov Integration Utility on Client server
- Assist in configuring up to three (3) EnerGov Entity Types (EnerGov Plan, EnerGov Permit, etc.)
- Create integration Laserfiche template for initial incoming documents
- Create integration Laserfiche workflow to translate from the integration template to the final Laserfiche template
- Provide remote “Train the Trainer” training in a single session for up to three (3) hours to empower Client to configure other available EnerGov Entity Types
- Perform alpha testing

EXCLUSIONS

- MCCi is not responsible for configuration of Laserfiche filing workflows unless a separate package or SOW is included

ASSUMPTIONS

- EnerGov Self-hosted or EnerGov Cloud platform is installed and configured on Client system
- MCCi EnerGov Integration will be installed on Client’s self-hosted servers
- Laserfiche 9.2 or later is installed and configured on Client system
- Microsoft .NET Framework 4.8 is installed and configured on Client system
- Laserfiche SDK 10.4 is installed and configured on Client system
- Microsoft Visual C++ Runtime 2017 is installed and configured on Client system

MCCI NEOGOV INTEGRATION INSTALLATION AND CONFIGURATION PACKAGE

MCCi NeoGov integration leverages MCCi’s CWSAPI to integrate with NeoGov, bringing documents with metadata into the repository and passing a reference back to EnerGov to facilitate ease of viewing documents.

CLIENT DELIVERABLES

- Provide desired NeoGov Fields for mapping metadata to Laserfiche
- Appoint an IT resource to work with MCCi for configuration and training
- Communicate Laserfiche metadata requirements
- Facilitate access to NeoGov technical staff and resources as needed
- Provide an outward-facing server for installation of the integration
- Ensure that web server within the organization’s DMZ with IIS is installed
- Ensure that TLS Certificate is installed and created with a publicly addressable subdomain, such as <https://lfintegrations.cityname.gov>
- Provide SQL database to facilitate upload “chunking”
- Provide a dedicated named user/keyed integrator license for the integration
- Perform alpha testing

MCCi DELIVERABLES

- Install NEOGOV Integration Utility on Client server
- Configure Integration Utility to pair core NEOGOV metadata fields to Laserfiche metadata fields
- Create integration Laserfiche template for initial incoming documents
- Create integration Laserfiche workflow to translate document name to document type and move to final HR Laserfiche template for the documents
- Perform alpha testing

EXCLUSIONS

- MCCi is not responsible for the configuration of filing workflows unless a separate package or SOW is included.

ASSUMPTIONS

- Laserfiche 9.2 or later is installed and configured on Client system
- Microsoft .NET Framework 4.8 is installed and configured on Client system
- Laserfiche SDK 10.4 is installed and configured on Client system
- Microsoft Visual C++ Runtime 2017 is installed and configured on Client system

ONESPAN DEPLOYMENT WITH BASIC LASERFICHE INTEGRATION

OneSpan is an online signing platform with integration options within Laserfiche. The integration allows users to begin the signing process from within the Repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This package includes OneSpan setup, integration setup and configuration, but does not provide creation of processes built through Forms or Workflow.

CLIENT DELIVERABLES

- Ensure Laserfiche Web Client is installed on a web server that is accessible to OneSpan Sign servers
- Provide pre-created documents, ready for the signing process
- Appoint IT resources to work with MCCi for configuration and training
- Provide a dedicated Laserfiche named user license to operate the integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers

MCCI DELIVERABLES

- Conduct a project kickoff call to set objectives and review systems/processes used
- Conduct OneSpan Sign overview/training (one (1) session) with Client stakeholders and technical resources (up to three (3) people trained)
- Assist Client with OneSpan Sign account configuration
- Assist Client with custom branding
- Configure one (1) signing template
- Install and configure OneSpan Sign Laserfiche Connector Service
- Design, build, and deploy Signing Process using Laserfiche Web Client or OneSpan Sign interfaces to send documents for signature and receive notification when signing is complete

EXCLUSIONS

MCCi is not responsible for the following:

- Creating and/or providing the process to build or create documents to be signed
- Integrating with Laserfiche Workflow

ONESPAN DEPLOYMENT WITH ADVANCED LASERFICHE INTEGRATION

OneSpan is an online signing platform with integration options within Laserfiche. The integration allows users to begin the signing process from within the Repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This package includes OneSpan setup, integration setup, and configuration, as well as training/creation of one (1) process built through Forms or Workflow.

CLIENT DELIVERABLES

- Ensure Laserfiche is on version 10.4 or later with Workflow and Web Client installed; Web Client server must be accessible to OneSpan Sign servers
- Provide pre-created documents, ready for the signing process
- Have testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment
- Provide a dedicated Laserfiche named user license to operate the integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers

MCCI DELIVERABLES

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- Assist Client with deployment of OneSpan Sign using the OneSpan-Laserfiche integration for one (1) signing process. Client can choose to have signing transactions:
 - Automatically send using the workflow activities included in the integration, or
 - Send signing transaction ad hoc using the Laserfiche Web Client integration
- Conduct a project kickoff call to set objectives and review systems/processes used
- Conduct OneSpan Sign overview/training one (1) session with Client stakeholders and technical resources
- Assist Client with OneSpan Sign account configuration
- Assist Client with custom branding
- Configure one (1) signing template
- Install and configure OneSpan Sign Laserfiche Connector Service
- Design, build, and deploy Signing Process using Laserfiche Web Client or Laserfiche Workflow to send documents for signature and receive callback when signing is complete
- Perform alpha and beta testing on the built signing processes. MCCi will transition project to Client UAT team once beta test is complete

EXCLUSIONS

MCCi is not responsible for the following:

- Creating and/or providing process to build or create documents to be signed
- Integrating OneSpan with Laserfiche Workflow

ONESPAN DEPLOYMENT WITH NO LASERFICHE INTEGRATION

OneSpan is an online signing platform with integration options within Laserfiche. The integration allows users to begin the signing process from within the Repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This integration covers only OneSpan setup and not the integration portion.

CLIENT DELIVERABLES

- Provide pre-created documents, ready for the signing process
- Have a testing team complete User Acceptance Testing (UAT) within two (2) weeks of the completion of deployment
- Must have TLS 1.2 configured on all Laserfiche application servers

MCCI DELIVERABLES

- Assist Client with deployment of OneSpan Sign using the OneSpan Interface for one (1) signing process
- Conduct a project kickoff call to set objectives and review systems/processes used
- Conduct OneSpan Sign overview/training (one (1) session) with Client stakeholders and technical resources
- Assist Client with OneSpan Sign account configuration
- Assist Client with custom branding
- Configure one (1) signing template
- Perform alpha and beta testing on the built signing processes. MCCi will transition project to Client UAT team once Beta is complete

EXCLUSIONS

MCCi is not responsible for the following:

- Creating and/or providing process to build or create documents to be signed
- Providing training documentation for configured processes
- Performing Laserfiche integration

LASERFICHE CONNECTOR FOR ONESPAN INSTALLATION AND TRAINING

OneSpan is an online signing platform with integration options within Laserfiche. This integration allows users to begin the signing process from within the repository or to configure a workflow process to handle the assignment of the needed signatures. When signing is complete, the documents and signing certificates are returned to the repository. This package assumes the Client already has OneSpan and would only cover the integration portion.

CLIENT DELIVERABLES

- Ensure Laserfiche is on version 10.4.x or higher with Workflow and Web Client installed; Web Client server must be accessible to OneSpan Sign servers.
- Provide pre-created documents, ready for the signing process
- Assemble a team of Laserfiche administrators to receive overview training on Laserfiche Connector components
- Provide a dedicated Laserfiche named user license to operate the integration
- Ensure that TLS 1.2 is configured on all Laserfiche servers

MCCI DELIVERABLES

- Conduct a project kickoff call to set objectives and review systems/processes used
- Install and configure OneSpan Sign Laserfiche Connector Service
- Conduct Laserfiche Connector for OneSpan overview/training (one (1) session) with Client stakeholders and technical resources

EXCLUSIONS

MCCI is not responsible for the following:

- Creating and/or providing process to build or create documents to be signed
- Creating and/or providing build-out of actual signing process
- Creating and/or providing training documentation for configured processes

LASERFICHE REPOSITORY ADMINISTRATOR TRAINING

MCCI's Repository Administrator Training is available as a single half-day session or a full day (two half-day sessions). The goal is for your organization to have a trained Repository Administrator. The single half-day session focuses on ongoing management of the repository with a focus on user management, troubleshooting user permissions, monitoring and auditing user activity, and managing metadata. The full day includes ongoing management as well as considerations for future growth, focusing on setting up new security permissions, repository planning, creation of new metadata types, and more. The complete list of training topics is listed below.

- | | | |
|-------------------------------|---------------------------------------|------------------------------------|
| ▪ User Management | ▪ Metadata Management | ▪ Audit Trail (if purchased) |
| ▪ Core User Security | ▪ Repository Architecture Overview | ▪ Weblink Designer (if purchased)* |
| ▪ Supplemental User Security* | ▪ Web and Windows Clients Differences | ▪ Technical Support Overview |
| ▪ Monitoring User Activity | ▪ General Repository Settings | ▪ Recycle Bin Settings |

*Available for full day training only

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Repository Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

Description	Basic	Full
Product Training	Laserfiche Web Management Laserfiche Administration Console Audit Trail (if purchased)	Laserfiche Web Management Laserfiche Administration Console Weblink Designer (if purchased) Audit Trail (if purchased)
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite
Great For	Ongoing Management of the Repository	Ongoing Management of the Repository Future Growth of the Repository

LASERFICHE IT ADMINISTRATOR TRAINING (SELF-HOSTED)

MCCI's IT Administrator Training is available as a standalone one-hour session for organizations that have a clear division in responsibilities between infrastructure, application support, and repository management. The IT Administrator may be responsible for server maintenance, backups, user licensing, and/or product installations on end-user workstations. The goal is to familiarize the IT administrator with an overview of the Laserfiche environment, repository architecture for backup purposes, user licensing, and installation files.

- Laserfiche Environment Overview
- Repository Architecture Overview
- Laserfiche Directory Server
- User and Application Licensing
- Volumes
- Installation Files
- Technical Support Overview

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Laserfiche IT Administration training according to the level of package purchased
- Provide training for up to six (6) users per session

USER TRAINING

MCCI's New User Training is a great introduction to the Laserfiche repository, which is accessed through an application called the Laserfiche Client. Attendees will become familiar with how to import new content, to search and retrieve existing content, and to export. Your organization can choose whether training is conducted on the web-based or on the Windows desktop Client.

BASIC

Your organization can work closely with the product trainer to identify user functions, customizing the training agenda on what attendees need to know for how they will use the repository. The trainer can emphasize certain topics and can eliminate or briefly describe others.

- Import Options
- Laserfiche Scanning
- Search and Retrieval
- Metadata Reports
- Dashboard (Laserfiche Cloud)
- Export Options
- Annotations Tools
- Templates & Fields
- OCR and Generating Text

ADVANCED

MCCI's Advanced User Training is a continued examination of features available in the Laserfiche Client. Your organization can work closely with the product trainer to emphasize certain topics and can eliminate or briefly describe others.

- Laserfiche Snapshot
- Microsoft Office Integration
- Advanced Search Syntax
- Version Control
- Tags
- Custom Quick Search
- User Options
- Repository Design Considerations

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Laserfiche User training according to the level of package purchased
- Provide training for up to six (6) users per session

Description	Basic	Full	Advanced
Product Training	Laserfiche Client	Laserfiche Client	Laserfiche Client
Instructor-Led Sessions	1 session remote (3 hours total) or half day onsite	2 sessions remote (6 hours total) or 1 day onsite	1 session remote (3 hours total) or half day onsite
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Great For	Onboarding a Single Department New Users to Laserfiche	Train the Trainer Learning & Development Department	Seasoned Laserfiche Users
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Laserfiche Records Management Module Training

Client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for Clients with the Records Management functionality of Laserfiche.

RECORDS MANAGEMENT TRAINING

- Records Series
- Versioning
- Cutoff Criteria
- Hold Period
- Final Disposition
- Event Dispositions
- Records Folders
- Security Tags
- Cutoff Eligibility
- Disposition Actions
- Interim Transfers
- Permanent Records
- Document Links
- Vital Records
- Retention Period
- Time Dispositions
- Accession / Freezing
- Destruction

ADMIN CONSOLE SETUP

- Cycle Definitions Setup
- Retention Schedules Setup
- Locations Setup
- Cutoff Instructions Setup

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Records Management Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources

MCCI DELIVERABLES

- Provide Records Management training according to the level of package purchased.
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
Instructor-Led Sessions	2 sessions (6 hours total) or 1 day onsite	4 sessions (12 hours total) or 2 days onsite	4 sessions (12 hours total) or 2 days onsite
Laserfiche Workflow for Uniform Filing Training 2 sessions (6 hours) or 1 Day Onsite	Not Included	Included	Included
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE FORMS

MCCI's Laserfiche Forms Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Forms. Individuals will learn not only how to create and maintain webforms but also apply their new skills to streamlining approval and review processes. Lastly, training is completed in your Laserfiche Forms environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Forms.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to your organization. In one (1) 2-hour remote sessions prior to training, attendees are led through a process design workshop with the instructor to isolate and plan out a process. Attendees then apply their new skills during the last session to the outlined process.

In Level 3, attendees get all of Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified process is complex, and attendees prefer more coaching beyond the Level 2 training session.

CLIENT DELIVERABLES

- Have a license available for each attendee participating in the training
- Appoint a Forms Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

MCCI DELIVERABLES

- Provide Process Automation training according to the level of package purchased. CSS and JavaScript are outside the scope of this training package
- Provide training for up to (six) 6 users per session

Description	Level 1	Level 2	Level 3
Product Training	Laserfiche Forms	Laserfiche Forms	Laserfiche Forms
Instructor-Led Sessions	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
Exercises Designed to Learn Tools and Explore Features	Included	Included	Included
Coaching on a Process Design	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

PROCESS AUTOMATION DESIGNER TRAINING ON LASERFICHE WORKFLOW

MCCi's Laserfiche Workflow Training is designed to be highly interactive. The goal is to quickly empower individuals in your organization to learn Laserfiche Workflow. Individuals will learn how to build workflows to replace repetitive steps performed in the repository, send email notifications, promote uniform document filing and naming, and potentially integrate with other applications through data lookups and insertions. Lastly, training is completed in your Laserfiche environment, ensuring attendees have the right permissions to get started after training.

In Level 1, attendees are led through exercises designed to showcase commonly used features and tools within Laserfiche Workflow.

In Level 2, attendees get all Level 1 and spend an extra session building a process custom to your organization. In one 2-hour remote sessions prior to training, attendees are led through a process discovery workshop with the instructor to isolate and plan out a workflow. Attendees then apply their new skills during the last session to the outlined workflow.

In Level 3, attendees get all Level 2 and are offered additional remote assistance post-training. This is especially useful if the identified workflow is complex, and attendees prefer more coaching beyond the Level 2 training session.

CLIENT DELIVERABLES

- Provide each attendee participating in the training access to Workflow Designer and Workflow Administration Console
- Appoint a Workflow Configuration Administrator who has been through Laserfiche Administrator training to manage ongoing user and process permissions
- Provide the requisite IT resources
- Provide MCCi with a mapped-out narrative of specified business process sample forms, approval steps and approvers, metadata requirements, etc. (Level 2 and Level 3 only)

MCCI DELIVERABLES

- Provide Workflow Designer training on commonly used activities according to the level of package purchased. Activities that require skills not related to Laserfiche to configure (i.e., SQL queries, VBA, C#, Microsoft .NET Framework, API calls) are outside the scope of this training package
- Provide training for up to six (6) users per session

Description	Level 1	Level 2	Level 3
Product Training	Laserfiche Workflow	Laserfiche Workflow	Laserfiche Workflow
Instructor-Led Sessions	2 sessions remote (6 hours total)	4 sessions remote (12 hours total) or 2 days onsite	4 sessions remote (12 hours total) or 2 days onsite
Exercises Designed to Learn Tools and Explore Features	Included	Included	Included
Coaching on a Process Design	Not Included	1 session remote (2 hours total)	1 session remote (2 hours total)
Remote Post Training Configuration Assistance	Not Included	Not Included	Included, up to 30 calendar days from the last training session, not to exceed 10 hours

INTRODUCTION TO LASERFICHE – PROJECT INTRODUCTION TRAINING

As part of your new Laserfiche implementation project, this one-hour training course will provide you and your departmental subject-matter experts with an overview of the features and functionality of your Laserfiche platform. The training course is built to help you understand what Laserfiche is capable of and get you into the mindset of working in Laserfiche before we dive into the discovery and implementation phases of your project.

TOPICS INCLUDED IN THIS COURSE

- What is Laserfiche?
- What is metadata and how is it used in filing workflows to automate archiving your documents?
- Best practices in creating/managing your repository.
- Overview of your process automation tools, based on your platform/subscription/licensing.

MCCI DELIVERABLES

- Provide a one-hour remote training session/demonstration of the introductory topics for up to six (6) users per session
- Provide slide deck of session for download, if applicable

EXCLUSIONS

- MCCi is not responsible for providing training course examples specific to solutions provided in final project deliverables.

ASSUMPTIONS

- Training is to be completed after Client kick-off call, but before discovery phase.
- Client does not have the Training Center for Laserfiche subscription.

LASERFICHE QUICK FIELDS TRAINING

MCCi's Quick Fields On-Site training is designed to empower Laserfiche administrators to create and run Quick Fields sessions that automate document identification, processing, and storage. Learners will participate in configuring a new session focusing on commonly used Quick Fields functionalities.

CLIENT DELIVERABLES

- Attend Laserfiche Administration Training prior to Quick Fields training

MCCI DELIVERABLES

- Install Quick Fields
- Provide project discovery
- Provide one (1) full day training or two (2) half-day trainings on purchased Quick Fields modules for up to six (6) users per session
- Quick Fields configuration assistance post training for up to 30 calendar days from the initial training, not to exceed eight (8) hours

INSTALLATION AND INITIAL CONFIGURATION OF ACTIVE DIRECTORY CERTIFICATE SERVICES (AD CS)

MCCi will install and do an initial configuration of the Active Directory Certificate Services (AD CS) on a Windows Server. This configuration will be used to create the necessary TLS certificates required for the software implementation.

CLIENT DELIVERABLES

- Provide a Windows Server that meets the requirements necessary to install and configure an AD CS as outlined by Microsoft
- Install CA Certificate on end-user machines (recommended to use Group Policy)

MCCI DELIVERABLES

- Install AD CS on one (1) Windows Server
- Complete initial configuration of AD CS
- Create necessary certificates to use with Laserfiche and ABBYY products from the newly installed AD CS

EXCLUSIONS

MCCi is not responsible for the following:

- Maintaining or troubleshooting AD CS in any manner after the initial configuration is complete
- Maintaining the validity of certificates created from the AD CS. This includes renewing certificates that expire

ASSUMPTIONS

- For MCCi to be able to perform the installation and configuration of this service, Client must be able to log in with an administrative account that belongs to the Enterprise Admins and the root domain's Domain Admins group.
- Domain Functional Level and Forest Functional Level are Windows Server 2016 at a minimum.

MCCI AUTOMATED FILING IMPLEMENTATION SERVICES FOR SCANNING DELIVERY

MCCi will assist in the delivery of Laserfiche images scanned by MCCi Scanning by creating or modifying a filing workflow for the document types included in the Scanning order. The purpose of this package is to provide the Professional Services team with the means to provide a seamless delivery of the images scanned and indexed by the MCCi Scanning team. Both teams will collaborate to ensure the delivery and import of Client images into their Laserfiche system.

CLIENT DELIVERABLES

- Complete requirements gathering with MCCi Project Manager to define naming schemes and folder paths for document types included in the Scanning order.

MCCI DELIVERABLES

- Hold Client discovery meeting
- Import all Laserfiche Briefcases from MCCi Scanning into one (1) Laserfiche repository
- Create or modify one filing workflow as needed for filing the documents included in the imported Laserfiche Briefcases provided by MCCi Scanning (not to exceed five (5) document types)
- Set document type root-level security

EXCLUSIONS

MCCi is not responsible for the following:

- Implementing automated Business Process routing logic
- Creating and modifying Laserfiche templates and metadata
- Creating and modifying Records Management configurations
- Modifications and alterations of existing documents in the Laserfiche repository
- Automated security configuration
- Installing and configuring software
- Setting up and modifying users and groups for the Laserfiche repository

ASSUMPTIONS

- Laserfiche System is already installed and configured in the Client's environment.
- Users and groups are set up for the Laserfiche repository.

IMPLEMENTATION MANAGEMENT PACKAGE

MCCi will manage the work, communication, and documentation MCCi deems necessary for successful project delivery.

MCCI DELIVERABLES

- Manage Client communication
- Produce project documentation
- Oversee risk/issue management
- Oversee meeting scheduling
- Ensure deliverables are met
- Budgeting and Resource Management

MCCI BLOCK OF HOURS PACKAGE

This is a non-refundable block of hours, at a fixed cost to be used within 45 days of project kickoff, for MCCi Laserfiche Content Services work. MCCi will assign a Laserfiche Certified technical resource to assist the Client with their content services project. **Unused hours will expire after 45 days.**

CLIENT DELIVERABLES

- Provide a Windows account that has administrative rights to each Laserfiche server (can create, write, and read the various Laserfiche databases, and query Active Directory).
- Acquire, install, and set up TLS Certificates that meet Laserfiche requirements.

EXCLUSIONS

MCCi is not responsible for the following:

- Creating custom coding and scripting
- Providing project management services
- Installing and configuring DMZ
- Configuring or modifying network or infrastructure
- Providing formal Laserfiche application training
- Configuring Laserfiche SDK

ASSUMPTIONS

- Google Chrome or Chrome Microsoft Edge is installed on all Laserfiche servers.
- Ensure that TLS 1.2 is configured on all Laserfiche Servers.
- All services will be performed Monday – Friday, 8 am to 5 pm EST.

MCCI CONSULTING SERVICES – PROCESS ASSESSMENT PACKAGE

MCCi's Consulting Services – Process Assessment Package is designed for MCCi to meet with the Client onsite for two (2) consecutive days to conduct an assessment of the Client's business process and provide a detailed write-up of the pain points and respective recommendations for improvements and resolutions using MCCi products and services. **CLIENT DELIVERABLES**

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- Provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.

MCCi DELIVERABLES

- Provide two (2) consecutive days onsite for Client interviews to define business process and pain points
- Provide one (1) written report on as-is and to-be states of business process, identified pain points, and suggested remedies using MCCi products and services

EXCLUSIONS

MCCi is not responsible for:

- Training and/or video recordings.
- Developing a written Statement of Work
- Conducting the implementation of suggested remedies and solutions

MCCi CONSULTING SERVICES – PROCESS ASSESSMENT AS A SERVICE – WITH CELONIS

MCCi's Consulting Services – Process Assessment as a Service offering is designed for MCCi to meet with the Client to conduct an assessment of the Client's business process(es) and provide a detailed write-up of the pain points and respective recommendations for improvements and resolutions using MCCi products and services. MCCi will configure Celonis and deploy agents to monitor identified applications and users, as well as prepare a report identifying the results of the processing mining performed and process deviations therein. The Client will be interviewed by the MCCi Project Manager and Business Analyst to document the reasons for process deviations and opportunities for process improvement and automation. Finally, MCCi will deliver a proposed Statement of Work for up to one (1) project for up to one (1) process to be improved.

CLIENT DELIVERABLES

- Provide a single point of contact responsible for coordinating communications and scheduling amongst Client stakeholders.

MCCi DELIVERABLES

- Provide one (1) day onsite for Client interviews to define up to two (2) business process(es) and pain points
- Provide one (1) written report on as-is and to-be states of business process(es), identified pain points, and suggested remedies using MCCi products and services
- Provide one (1) written report on process deviations with figures provided by Celonis showing:
 - Amount of time each deviation adds to the process(es)
 - Narrative description of the deviation(s)
 - Findings from interviews regarding deviations
 - Recommendations for eliminating or improving the processing of each deviation
- Configuration of Celonis and respective agents
- Development of one (1) Statement of Work for up to one (1) process to be improved.

EXCLUSIONS

MCCi will not be responsible for:

- Training and/or video recordings
- Conducting the implementation of suggested remedies and solutions
- Providing Celonis licensing/subscription

ASSUMPTIONS

- Client will provide access to Celonis for at least three (3) MCCi users and at least two (2) Client users during the Client's Celonis subscription period.

MANAGED CLOUD SETUP PACKAGES

MCCi sets up Client's Managed Cloud infrastructure on Client's behalf, providing a secure and compliant environment without the worry of day-to-day management.

MCCi DELIVERABLES

- Provide Azure compute and networking resources
- Deploy security and identity management configurations

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- Setup monitoring and alerting
- Configure Backups and Update Management

EXCLUSIONS

- Migrating existing data
- Anything not expressly included

ATTENDED INFRASTRUCTURE ACCESS

MCCi's Attended Infrastructure Access is a service for Clients that are unable to grant the MCCi team unattended access to the project infrastructure being utilized. This package is necessary in the case that attended access is required due to, but not limited to, the following:

- Navigating Client availability and rescheduling, MCCi staff schedules, and time zone conflicts
- Limitation of remote access functions
- In session issues that arise
- Limited screen space
- Client questions and interaction during attended sessions

CLIENT DELIVERABLES:

- Provide enough attended access availability to accommodate the MCCi project team scheduling requests
- Adhere to agreed-upon scheduling for attended sessions
- Be available during entire attended session in case of issues with host machine, etc.

EXCLUSIONS

- Recording attended sessions
- Training

ASSUMPTIONS

- MCCi will have hardware input control
- Failure to abide by scheduling needs can result in a negative impact to the project timeline
- Client will have all needed credentials ready and available during attended sessions

MCCi'S SUPPLEMENTAL SUPPORT PACKAGES

As Client's first-tier solution provider, MCCi provides multiple options for technical support. Client's annual renewal covers application break/fix support, version downloads, and continued educational resources. MCCi offers supplemental support packages to cover remote training, basic configuration services, and maintenance of existing business processes. MCCi Managed Support Services (MSS) or Process Administration Support Services (PASS) packages are strongly encouraged to be included with every renewal. Supplemental Support Packages are annual subscriptions and pricing is based on the package purchased and an advanced discounted block of hours, which expire on the same date as Client's annual renewal.

LASERFICHE

Description	Managed Support Services		Process Administration Support Services	
	MSS	MSS 2	PASS	PASS 2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.) ⁺	■	■	■	■
Remote access support through web conferencing service ⁺	■	■	■	■
Access to product update version and hotfixes (Client Download) ⁺	■	■	■	■
24/7 access to the Laserfiche Support Site and Laserfiche Answers discussion forums ⁺	■	■	■	■
Additional Remote Basic Training	■	■	■	■
Additional System Settings Consultation	■	■	■	■
Assistance with Implementation of Version Updates	■	■	■	■
Annual Review (upon Client's request) of Administration Settings	■	■	■	■
Priority Offering of Laserfiche CPPs & Laserfiche Empower Registration Scholarships	■	■	■	■
Configuration and maintenance of <i>basic</i> business processes and MCCi packaged solution utilizing Laserfiche Forms and Workflow		■	■	■
Configuration of Laserfiche Quick Fields sessions		■	■	■
Basic Records Management Module Overview Training		■	■	■
Administration Configuration Services		■	■	■
Dedicated Certified Professional			■	■
Proactive recurring consultation calls upon the Client's request			■	■
Annual Review of business process configurations				■
Institutional Knowledge of Client's Solution				■
Maintenance of MCCi/Client configured <i>complex</i> business processes				■
Ability to schedule after-hours migrations/upgrades Monday-Friday 8 am to 10 pm ET and Saturday-Sunday from 12 pm to 4 pm ET				■
Basic JavaScript, CSS, and Calculations for Laserfiche Forms [*]				■

⁺ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

^{*} Excludes the development of new integrations, large-scale development projects, and SQL queries.

^{**} **Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed

with the hours available. None of the packages listed above are intended to be utilized to configuration a new *complex* business process. In those instances, a separate SOW is required.

BUSINESS PROCESS DEFINITIONS (RELATIVE TO THE TABLE ABOVE)

A Workflow, Forms, or Quick Fields process that automates or streamlines an organization-specific process.

- **BASIC:** A business process requiring minimal configuration and virtually no institutional knowledge of the Client's business process, allowing an MCCi Application Support Analyst to assist with configuration, support, and maintenance of the process.
- **COMPLEX:** A large business process with an extensive configuration that is mission-critical to the organization.
 - **EXAMPLES:** Large accounts payable process with a high volume of transactions, approval steps, database lookups, etc. Complex business processes require MCCi's Application Support Analyst to have institutional/process knowledge to configure the process.
 - For creation of new complex Forms, Workflow, and Transparent Records Management configurations, please discuss a Business Process Configuration Service with Client's Account Executive or Account Manager.
- **MCCi Packaged Solution:** A solution MCCi has created for a market that has a specific business process automation use.

ABBY

	Managed Support Services		Process Administration Support Services	
	MSS	MSS 2	PASS	PASS 2
Easy access to MCCi's team of Certified Technicians for application break/fix support issues (i.e., error codes, bug fixes, etc.) ⁺	■	■	■	■
Remote access support through webconferencing service ⁺	■	■	■	■
Additional System Settings Consultation	■	■	■	■
Annual Review of Administration Settings	■	■	■	■
Create/update users or groups, import profiles, or update batches	■	■	■	■
Editing ABBY export script, import from Laserfiche, fields/variables within an existing project, or training		■	■	■
Dedicated Certified Professional			■	■
Proactive recurring consultation calls upon the Client's request			■	■
Annual Review of business process configurations				■
Institutional Knowledge of Client's Solution				■

⁺ Client's Support/Subscription Renewal includes these benefits, regardless of whether a supplemental package is purchased.

^{*} Excludes the development of new integrations, large-scale development projects, and SQL queries.

**** Hours:** MCCi allows clients to use their hours for a multitude of services, as long as a request will not start a service that cannot be completed with the hours available. None of the packages listed above are intended to be utilized for the configuration of a new *complex* business process. In those instances, a separate SOW is required.

SUPPLEMENTAL SUPPORT PACKAGE DESCRIPTIONS

CLIENT RESPONSIBILITIES (ALL PACKAGES)

- For self-hosted (applications hosted by Client) solutions: Configuring/maintaining backups and any general network, security, or operating system settings outside of Client's solution (Laserfiche, ABBY).
- Managing application-level security.
- Managing and creating retention policies related to Records Management Module.
- Providing an IT contact (internal or third-party) for MCCi to work with as necessary.

- Providing remote access capabilities as needed. If the Client requests MCCi to have unattended access, the Client assumes all responsibility for the related session(s). The Client will work with MCCi to set up user profiles, user tags, etc. to allow desired security rights/access.
- Creating/providing process diagrams (and any other necessary paperwork/examples).

MANAGED SUPPORT SERVICES (MSS)

MCCi's **MSS** package provides additional training and assistance to the Client's administrator and users. Pricing for the advanced block of hours is based on MCCi's Support Technician hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS** can be used for the following:

- **ADDITIONAL REMOTE TRAINING**
Additional web-based training is conducted to train new users or as refresher training for existing users.
- **ADDITIONAL SYSTEM SETTINGS CONSULTATION**
MCCi offers additional best practices consultation that includes recommendations for adding additional departments, additional types of indexing, etc.
- **REMOTE IMPLEMENTATION OF VERSION UPDATES**
While Client's renewal includes version updates, implementation of those updates is sometimes overlooked. With the addition of **MSS**, MCCi is at Client's service to directly assist with implementing software updates such as minor updates, quick fixes or point releases. Dependent on the complexity and the Client's specific configurations, major software upgrades may or may not be covered and should be discussed with Client's Account Management Team.
- **ANNUAL SYSTEM REVIEW & ANALYSIS**
MCCi will access Client's system to review how Client's organization uses Client's solution, to identify potential issues, and to make recommendations for better use of the system. This analysis may be performed annually and is an optional service that will be completed only if requested by the Client.
- **LASERFICHE CERTIFICATIONS**
Priority offering of complimentary Laserfiche certifications, based on availability.
- **LASERFICHE CONFERENCE REGISTRATION**
Priority offering of complimentary Laserfiche Empower registration, based on availability.
- **ABBYY USER, GROUP, IMPORT PROFILE, AND BATCH UPDATES**
MCCi will create or update users or groups, import profiles, or batches within Client's ABBYY solution.

MANAGED SUPPORT SERVICES LEVEL 2 (MSS 2)

MCCi's **MSS 2** package provides all the MSS benefits plus is for clients who need additional administration services. **MSS 2** pricing for the advanced block of hours is based on MCCi's Support Technician II hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **MSS 2** can be used for the following:

- **ADMINISTRATION CONFIGURATION SERVICES**
MCCi will assist with administration configuration services, including setting up users, metadata, security, etc.
- **CONFIGURATION AND MAINTENANCE OF BASIC BUSINESS PROCESS**
Utilizing Laserfiche Forms and Workflow, MCCi will assist with the configuration and maintenance of *basic* business processes (see definitions above). Examples include Filing Workflows, simple Forms, or approval/notification workflows that have few routing steps, no integration, and little to no database lookups.
- **CONFIGURATION OF LASERFICHE QUICK FIELDS SESSIONS**
Using Client's current Quick Fields modules, MCCi will configure Quick Fields sessions, excluding custom scripting, custom calculations, etc.
- **BASIC RECORDS MANAGEMENT MODULE OVERVIEW TRAINING**

MCCi will provide refresher overview training of the records management module. Initial training cannot be performed under this support level.

- **MAINTENANCE OF MIDDLEWARE/CONFIGURABLE INTEGRATIONS**

Does not include maintenance of custom-built integrations, or any item not purchased from MCCi.

- **EDIT ABBYY SCRIPTS, FIELDS, AND TRAINING**

Within Client's ABBYY solution, MCCi will edit export scripts, import from Laserfiche, fields/variables within an existing project, or training.

PROCESS ADMINISTRATION SUPPORT SERVICES (PASS)

MCCi's **PASS** package provides all the MSS 2 benefits, plus access to a dedicated representative and the ability to have recurring calls to discuss Client's current and upcoming projects. **PASS** pricing for the advanced block of hours is based on MCCi's Application Support Analyst hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **PASS** can be used for the following:

- **DEDICATED LASERFICHE CERTIFIED PROFESSIONAL**

While on MCCi's **MSS 2** level, Client will have access to MCCi's team of Certified Support Professionals; with **PASS** Client will have a representative dedicated to Client's organization.

- **SCHEDULED RECURRING CONSULTATION CALLS**

Upon Client's request, Client's **PASS** representative will schedule recurring calls with Client to discuss Client's current and upcoming projects. This helps us stay on the same page with Client and ensure tasks and project milestones are being completed.

PROCESS ADMINISTRATION SUPPORT SERVICES LEVEL 2 (PASS 2)

PASS 2 includes the benefits of **PASS** and provides the ability for MCCi to maintain complex business processes, which requires knowledge transfer and maintenance of that knowledge. **PASS 2** pricing for the advanced block of hours is based on a flat fee and MCCi's Application Support Analyst hourly rate discounted by 10%. The number of hours included is based on active products and will expire on the same date as Client's annual renewal. **PASS 2** can be used for the following:

- **ANNUAL REVIEW OF BUSINESS PROCESS CONFIGURATIONS**

- **INSTITUTIONAL KNOWLEDGE OF CLIENT SOLUTION**

Turnover within Client's organization can happen, and it's important to have a plan. Who will help Client's new solution administrator get up to speed on Client's processes and solutions in place? Leave that to us. MCCi documents Client's specific organization's usage and implemented business processes, integrations, etc., and are able to assist with the knowledge transfer to the new solution administrator if needed.

- **MAINTENANCE OF MCCi/CLIENT CONFIGURED COMPLEX BUSINESS PROCESSES**

The assigned representative can maintain MCCi or Client configured *complex* business processes. For example, minor tweaks, updates due to upgrades, process improvements, etc.

- **ABILITY TO SCHEDULE AFTER-HOURS MIGRATIONS/UPGRADES**

Avoid MCCi's after-hours premium charge for server migrations and upgrades. **PASS 2** clients can schedule these anytime Monday-Friday from 8 am to 10 pm ET and Saturday and Sunday from 12 pm to 4 pm ET.

- **BASIC JAVASCRIPT, CSS AND CALCULATIONS FOR LASERFICHE FORMS**

Excludes complex scripting.

- **BASIC LASERFICHE WEBLINK/PUBLIC PORTAL CUSTOMIZATION**

MCCi will help customize Client's Weblink/Public Portal to meet Client's needs.

SERVICE LEVEL AGREEMENT (SLA)

MCCi's SLAs are offered as additional options to Client's annual support/subscription. An SLA offers clients escalated response times depending on the severity of the support issue, as well as other additional benefits. The SLA documentation and pricing is readily available upon request. MCCi currently has two separate SLAs available:

- Infrastructure Hosting
- Application Support (Client Self-Hosted)
- Application Support (Cloud Applications)

THE TRAINING CENTER FOR LASERFICHE

MCCi's Training Center for Laserfiche annual subscription provides an easy, cost-effective way for all users in Client's organization to access training videos for Laserfiche and ABBYY.

BENEFITS

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for Client's entire organization
- User determined schedule and pacing
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance Client's organization's internal Laserfiche training program

**The Training Center subscription gate is based on Laserfiche user counts*

MANAGED CLOUD OVERVIEW

MCCi Managed Cloud operates cloud infrastructure on your behalf, providing a secure and compliant environment without the worry of day-to-day management. Infrastructure as a Service (IaaS) reduces operational overhead and automates common activities (i.e., change requests, monitoring, patch management, security, and backup services). This service provides a full-lifecycle service to provision, run, and support your infrastructure. Managed Cloud mitigates risk and removes the burden of infrastructure operations so you can direct resources toward differentiating your business.

At MCCi, we understand our clients' needs are always changing. Our Managed Cloud Services team is standing by to engage with you on growth strategies, ongoing support, and future infrastructure needs.

MANAGED CLOUD BENEFITS

- Eases the cloud transformation process by eliminating the learning curve for architecting secure, scalable solutions on a cloud platform
- Provides higher availability with zone-redundant services to protect from single points of failure, reducing unplanned downtime and help desk and system administration time
- Allows for virtually unlimited scaling capability, improving agility in responding to new and ever-changing national and international regulations
- Ensures security and compliance with a FedRAMP Authorized at Level High infrastructure and next-generation firewall with application layer security
- Manages updates and protects your data, including a nightly backup of all application data and databases

For existing clients who have a self-hosted solution that they wish to migrate to MCCi's Managed Cloud, MCCi can handle the data migration for you. Since each client's needs are different, this migration will be quoted separately and not included in our standard packages.

FULLY MANAGED CONFIGURATION AND DEPLOYMENT

Our team of experts will do all the heavy lifting for configuring and deploying your cloud infrastructure. Once deployed, we will provide infrastructure support services for your environment, including:

- Network, security, system, computing resource, and database management
- Application deployment, scaling, and lifecycle management
- Patch management:
 - Monitoring and categorization of new patches and vulnerabilities
 - Client notification of patch related maintenance windows
 - Patch testing and roll-out
 - Auditing and reporting of device compliance
- Backup and restore services
- Operating system and SQL licensing needed for your infrastructure

AZURE GOVERNMENT CLOUD

Microsoft Azure Government Cloud is [FedRAMP Authorized](#) at Level High and handles data subject to certain government regulations and requirements, such as NIST800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. To provide you with a high security and compliance level, Azure Government uses physically isolated datacenters and networks (located in the U.S. only). MCCi has undergone a strict validation of eligibility for deploying in the Azure Government cloud.

MONITORING AND ALERTING WITH 24/7 ON-CALL ESCALATION

Our monitoring and alerting systems allow us to notify you of any issues from our cloud-based Network Operations Center (NOC). Our engineers can handle any cloud infrastructure issues 24/7.

ENCRYPTION

MCCi's Managed Cloud service targets end-to-end encryption, where available. Data disks are implemented using Azure Managed Disks and encrypted at rest with Storage Services Encryption (SSE), which utilizes 256-bit AES encryption. Azure Disk Encryption available upon request. Where available, both front- and back-end data in transit is encrypted using TLS 1.2 or better. Data stored in SQL databases is encrypted using SQL Transparent Data Encryption (TDE).

BACKUPS

MCCi utilizes Azure Backup services to provide independent and isolated backups to guard against accidental destruction of original data. Backups are stored in a Recovery Services Vault with built-in management of recovery points. Using Recovery Services vaults, MCCi can restore files and folders from a VM or the entire VM. MCCi's Azure Backup-based recovery-services offering provides two types of replications to keep your storage/data highly available:

Schedule:

A daily snapshot of all VM OS and attached storage disks

Retention:

MCCi's default retention period for Managed Cloud is ten days. Extended retention-period offerings available (45 days of daily backups, plus one monthly backup for 12 months) and priced separately.

Location:

MCCi's default offering is locally redundant storage (LRS) that replicates your data three times (it creates three copies of your data) in a storage scale unit in a datacenter. All copies of the data exist within the same region. LRS is a low-cost option for protecting your data from local hardware failures.

Enhanced Offerings Available Upon Request:

Geo-redundant storage (GRS) replicates your data to a secondary region (hundreds of miles away from the source data's primary location). GRS costs more than LRS, but GRS provides a higher durability level for your data, even if there's a regional outage.

FIREWALLS

MCCi's Managed Cloud infrastructure utilizes Palo Alto next-generation firewalls that:

- Adhere to the "allow what you want to allow and deny all else" premise and protecting your network with security policies based on the application identity, irrespective of port, protocol, an evasive tactic, or encryption certificate to be used with SSL or TLS
- Inspect the application stream to prevent known threats, such as viruses, vulnerability exploits, botnets and spyware, and unknown threats, such as advanced persistent threats
- Allow us to leverage agile, inline network security and threat prevention to consistently manage and protect our applications hosted within our public cloud virtualized data center environment

IDENTITY MANAGEMENT INTEGRATION

Identity management is the organizational process for identifying, authenticating, and authorizing individuals or groups of people to access applications, systems, or networks by associating user rights and restrictions with established identities. Laserfiche supports several options for federating Identity Management to multiple providers. Depending on whether the system is a new deployment, or an existing deployment migrated to the Managed Cloud, there may be limitations in supported migration options or additional network communications required of the Client's network to support the desired configuration.

ABBYY OVERVIEW

Thousands of organizations globally and more than 50 million people from over 200 countries and regions use ABBYY products, technologies, solutions, and services. ABBYY provides Automation Intelligence (AI)-based solutions and services to one-third of the Forbes 100 companies who actively deploy a new digital workforce consisting of robotic process automation (RPA) software robots to achieve intelligent automation.

ABBYY FLEXICAPTURE FOR INVOICES

ABBYY FlexiCapture for Invoices is a turnkey capture solution that replaces costly manual data entry with efficient automated invoice processing. By enabling early capture of invoices and centralized extraction and validation of data, it reduces the cost of paying an invoice, improves visibility into the payment cycle, and increases analysis and forecasting accuracy. ABBYY's award-winning, AI-driven recognition neural networks, and machine learning technologies provide unparalleled accuracy. FlexiCapture for Invoices can locate invoice data within the most complex documents through multiple approaches of functionality.



Efficiency gains

Realize more than a 400% increase in number of invoices an employee can process manually, and 30% less time responding in inquiries.



Reduced costs

Reduce the costs by 5-10 times compared to manual processing.



Faster cycle time

Decrease invoice cycle time (receipt to payment) to 5 days or shorter, nurture supplier relationships, and take advantage of early payment discounts.

ABBYY FLEXICAPTURE

ABBYY FlexiCapture is an Intelligent Document Processing platform built for the needs of today's complex digital enterprise. ABBYY FlexiCapture intelligently captures, classifies, and transfers critical data from unstructured and structured documents to the right process, workflow, and advanced recognition capabilities by bringing together the best NLP (natural language processing), machine learning, and advanced recognition capabilities or decision engine. ABBYY FlexiCapture automatically processes all types of documents from files and scanners in a single flow, including office documents and image formats, email attachments, and message bodies. Orchestrating the process from acquisition to delivery, FlexiCapture feeds content-driven business applications such as RPA and BPM (business process management), helping organizations focus on customer service, cost reduction, compliance, and competitive advantage.



Faster, straight-through processing

Content from documents entering through any channel, in any format, is automatically extracted, understood, and delivered, removing manual processing friction.



Smooth transactions, smart decisions, rapid action

Leverage customer-provided data to accelerate transactions, make smarter decisions, and provide quick, accurate responses to your customers.



Control, predictability, and compliance

Gain full chain of custody reporting and management for fine-tuning of results, while ensuring end-to-end compliance with your process and security models.

ABBYY DEFINITIONS

FLEXICAPTURE FOR INVOICES

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FlexiCapture for Invoices includes:

SUPERIOR QUALITY

The system is already trained with numerous variants of invoices, using neural networks technology, saving Client time and money. When Client begins processing the invoices, there is no need for Client to start with the fine-tuning and training on the samples.

STRAIGHT-THROUGH PROCESSING

Automated document processing from invoice arrival to posting without human intervention enables accounting staff to focus on exceptional invoices only.

BUSINESS-READY

ABBYY FlexiCapture for Invoices offers a quick and easy start to automated invoice processing without a long and cost-intensive deployment cycle. The solution is pre-configured to identify all necessary data fields on invoices and offers essential validation rules.

MULTI-CHANNEL INPUT

ABBYY's invoice solution supports multiple input channels like web-based invoice scanning, email, MFP, FTP, mobile capture, or fax. Capture at the point of entry instead of hand-to-hand paper transfer, enabling instant delivery of invoices into electronic workflows, adding transparency to Client's AP process.

PURCHASE ORDER MATCHING

Automated purchase order matching on header level and validation against ERP master databases decreases time required for manual verification, facilitates data reconciliation, streamlines the invoice processing cycle, and enables straight-through processing for matched documents. The automated matching results can be reviewed and validated by the accountant.

INTUITIVE DATA VERIFICATION

Time spent on invoice reviews and corrections can be reduced to a minimum thanks to an intuitive validation interface, which guides the accountant through the fields that require attention. Smart value suggestions and other useful features facilitate effective data verification.

ARCHIVE-READY

Invoice images are converted to compressed searchable PDF files ready for electronic archiving, which facilitates audits, timely response to internal or external inquiries, and supports compliance with financial document retention regulation.

TIGHT INTEGRATION

Supplied with proven connectors to various ERPs, approval workflows, BPM systems and Laserfiche, the solution can be seamlessly integrated in an existing financial environment.

MACHINE LEARNING BY USER SIDE

While Client uses the solution, it starts learning by feedback on Client's documents and additionally increases extraction quality. The more Client uses the solution, the better quality of results Client gets. Controllable on-the-fly training technology enables immediate data detection refinement directly by an accountant while reviewing the invoice. As opposed to "black-box"-life self-learning systems, ABBYY FlexiCapture for Invoices gives IT staff full control over the training results.

IMAGE ENHANCEMENTS

Enhanced Image pre-processing enables automatic clean-up and enhancement of images arriving from desktop or mobile scanning.

All images go through image enhancement and pre-processing, a process in which scanned images are altered to make them more suitable for analysis and recognition. This process includes operations such as removing noise (e.g., de-speckling), de-skewing (rotate), correct distortions and binarization.

ADVANCED CLASSIFICATION

FlexiCapture offers image, text, or rule-based classification methods that can be combined into a hierarchical system to deliver the greatest straight-through processing performance and reduced manual review. Classification technology detects every incoming document type, including images, by using deep learning Convolutional Neural Networks and then sorts documents by appearance or pattern; and text classification which relies on statistical and semantic text analysis. Use any of these technologies separately or simultaneously to deliver faster response times and prompt decision making. Advanced classification can be used for the whole document flow in order to process not only invoices but the other types of documents within the same processing.

LINE ITEMS SUPPORT*

ABBYY supports table Line Items extraction such as: Article Number, Description, Unit Price, Quantity, TotalPriceNetto, VatCode, Vat Value, Vat Percentage, Total Price Brutto. A table extraction of line items can be performed with or without purchase order data.

*This functionality may vary based on Client's scope of services and may not include all the items above.

SCALABILITY AND ENHANCED PERFORMANCE

FlexiCapture can be scaled both vertically and horizontally when deployed to support high volume and fast document processing scenarios. Whether Client need to process more than three (3) million documents per day or 2,000 pages per minute, the architecture of FlexiCapture can grow to meet Client's processing requirements. One can control multi-server installations, distributed infrastructure, and operators via centralized configuration and management.

MULTI-TENANCY

Create a secured and isolated environment for tenants and apply common policies for different users with the multi-tenancy feature. Use secure, centralized administration tools and separated licenses to protect data across multiple workgroups with less time for set-up. The multi-tenant architecture allows several different groups of users to work within the system while having no access to each other's data and configuration parameters.

DOCUMENT SETS

Many business processes use documents that are all related to one another because they serve some common purpose. In ABBYY FlexiCapture, documents of this sort can be grouped together into document sets.

Multiple linked documents can be processed as one (1) complete case file, with various assembly, processing and validation checks, to improve efficiency in more complex case management scenarios (e.g., customer on-boarding scenarios, mortgage applications, insurance reports, and claims management). These scenarios imply not only document recognition, but also the need to check if all required documents have been provided (completeness check) and that all of them belong to the same case (continuity check), e.g., verify that the person's name is the same in all submitted documents. With the Document sets feature Client can create a table with the similar fields from different invoices to streamline the document processing of the group of similar documents and enable automated expense management for a well-rounded travel policy.

MOBILE CLIENT

Build the right mobile experience and capture workflow on Client's device ensuring the highest level of success and accuracy by leveraging the advanced mobile imaging SDKs of ABBYY. High quality mobile uploads are supported by image enhancement tools. Confirmation reports notify Client when images are uploaded and processed correctly.

SINGLE SIGN-ON

Single sign-on (SSO) enables users to securely authenticate with multiple applications and websites by logging in only once. The most popular identity providers, such as Active Directory, Azure Active Directory, OKTA, and OneLogin, are supported out-of-the-box.

COMMAND LINE INTERFACE (CLI)

With Command Line Interface (CLI), Client can easily administrate distributed environments when Client need to setup or synchronize different product installations, reuse the result of machine learning for all projects, backup or restore existing projects.

EXPORT FILE FORMATS

Data export formats: XLS, DBF, CSV, TXT, XML

Image export formats: TIFF, JPEG, PDF, PDF/A (Standard allows Client to select the version of the format standard. By default, the version of the standard is detected automatically. For PDF/A the following standard versions are currently available: 1a, 1b, 2a, 2b, 2u, 3a, 3b, 3u), BMP, JPEG2000, PCX packbits, PNG.

FLEXICAPTURE

FlexiCapture includes:

AUTO-LEARNING

The new auto-learning capabilities help accelerate time to production and significantly reduce ongoing system support and maintenance costs. The technology helps users to train the system to process flexible or irregular document layouts while the administrator retains full control to edit, fine-tune, or discard auto-learning results. The system continuously learns and improves based on feedback from users leveraging ABBYY advanced machine learning and Natural Language Processing.

ADVANCED DOCUMENT CLASSIFICATION

Inbound communication can be classified by form and content to optimize Client's organization's information-driven processes. Classification technology detects every incoming document type, including images, by using deep learning Convolutional Neural Networks and then sorts documents by appearance or pattern, and text classification which relies on statistical and semantic text analysis.

SCALABILITY AND ENHANCED PERFORMANCE

FlexiCapture can be scaled both vertically and horizontally when deployed to support high volume and fast document processing scenarios. Whether Client need to process more than three (3) million documents per day or 2,000 pages per minute, the architecture of FlexiCapture can grow to meet Client's processing requirements. One can control multi-server installations, distributed infrastructure, and operators via centralized configuration and management.

MULTI-TENANCY

Create a secured and isolated environment for tenants and apply common policies for different users with the multi-tenancy feature. Use secure, centralized administration tools and separated licenses to protect data across multiple workgroups with less time for set-up.

SINGLE SOLUTION FOR ALL DOCUMENT TYPES

By using sophisticated document analysis, FlexiCapture is able to detect the exact type of paper or digital documents (spreadsheets, images, logos, etc.) and different areas within a document, even when text appears unreadable. Word, Excel, PDF, email bodies, scanned images, and other digital documents can be processed in the same flow.

IMAGE ENHANCEMENTS

ABBYY Image Enhancement automatically improves images captured by mobile devices to optimize processing. It is also indispensable for processing documents with complex backgrounds like transcripts, identification documents, and transportation forms, while automatically optimizing the image for processing or providing immediate feedback

if the image quality is poor. Features such as auto crop, background whitening, image quality assessment and capability to create custom enhancement profiles for different image sources, help process all documents regardless of their quality or source.

MULTI-LEVEL DATA PROTECTION

Various confidential data within documents can be hidden using different methods during exchange and verification by operators with different access rights. HTTPS provides bidirectional encryption between a user and a server to protect against data interception and tampering attacks.

ADVANCED MONITORING AND ANALYTICS TOOLS

Tools help Client analyzes document processing flow, ensure continuity of business process, and optimize and prioritize resources to tune performance and eliminate bottlenecks.

EASY ADMINISTRATION

With new Command Line Interface (CLI), Client can easily administrate distributed environments when Client need to setup or synchronize different product installations, reuse the result of Machine learning for all projects, or backup or restore existing projects.

SMOOTH INTEGRATION

Default connectors for Blue Prism, Laserfiche and other systems are available.

MULTI-CHANNEL DATA ENTRY

Multi-channel data entry enables Client to process both paper and digital documents coming from multiple sources in a single flow, including MFPs, network scanners, emails, FTP, web post or hot folders and mobile devices.

MOBILE CAPTURE

Increase data availability and processing speed using mobile devices and other document sources for data entry. High quality mobile uploads are supported by image enhancement tools. Confirmation reports notify Client when images are uploaded and processed correctly. Build the right mobile experience and capture workflow on Client’s device ensuring the highest level of success and accuracy by leveraging the advanced mobile imaging SDKs of ABBYY.

ONESPAN OVERVIEW

The world has gone digital, and it's not simply a question of doing business better, faster, and cheaper. Most businesses and government organizations move toward end-to-end digital business processes to improve customer experience by shifting away from paper and adopting electronic signatures. OneSpan Sign is an e-signature tool that provides you a legal, secure way to achieve digital signatures.

OneSpan Sign helps you:

- Ensure high user adoption and satisfaction with the most seamless, white-labeled e-signing experience
- Protect your users and documents against fraud with military-grade digital signature technology
- Strengthen your compliance and deter legal disputes with the most comprehensive audit trails in the market
- Scale electronic signatures across your organization and channels quickly and cost-effectively
- Get a cost-effective solution regardless of your volumes
- Eliminate time-consuming errors, such as missing signatures and data
- Cut costs by eliminating the need to prepare manually, ship, and archive paper-document packages
- Integrate with other third-party applications with an open API, fully supported SDKs, and connectors with Laserfiche, Salesforce, Office365, and more

DOCUMENT SECURITY

OneSpan Sign supports a broad range of options to verify signers' identities before giving them access to documents. All OneSpan Sign plans include Email, SMS PIN code, and Q&A. Unlike most e-signature solutions, OneSpan Sign uses digital signature technology to tamper-seal documents after *each* signer. It invalidates any changes made to the documents. This built-in security ensures the integrity of the e-signed document.

COMPREHENSIVE AUDIT TRAILS

OneSpan Sign makes it easy to access details about the transaction to prove compliance. Audit trails permanently embed within the e-signed document for easy, one-click verification. This is also the only e-signature solution on the market to capture a visual audit trail of how the signing process took place (as experienced by the signers).



JUSTFOIA OVERVIEW

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software as a service solution (the “Solution”), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time through automating repetitive tasks, such as redactions, assignments, reminders, and communication with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

JUSTFOIA DEFINITIONS

JUSTFOIA

Records request challenges continue to increase, and the call for transparency is at an all-time high. Organizations are selecting JustFOIA to bridge the transparency gap with their community to create an environment of trust and accountability. JustFOIA licenses a software as a service solution (the “Solution”), which is the **easiest-to-use records requests software** that manages every step of the process from intake to delivery. Our Solution can help you save valuable time through automating repetitive tasks, such as redactions, assignments, reminders, and communication with requesters and responders. It is now essential to leverage technology to streamline your records requests process.

REDACTION MODULE

Our powerful integrated Redaction Module allows you to upload and redact documents in the Solution. Automatically redact documents with one click or manually remove sensitive data. Features include text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once redaction is applied, the redacted areas are burnt into the document and cannot be recovered or removed and only the redacted version of the document can be released. There is no per-user fee, so any permitted user can redact a document.

JUSTFOIA TRAINING CENTER

The JustFOIA Training Center is a robust Learning Management System that offers remote learning, ongoing training, and certification, as well as enhanced rollouts of new features and functionality. It is subscribed to by most customers and provides an easy, cost-effective way for all users in Customer’s organization to access training videos and certification courses. Benefits include:

- 24/7 access to on-demand JustFOIA training videos and other resources
- Reduce training time and expenses
- Caters to all skill levels from Basic Users to System Administrators
- Unlimited access for Customer’s entire organization
- JustFOIA Certifications Courses
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Instant/budgeted customized training available in the case of employee turnover
- Customized with fully indexed, recorded training sessions

ADVANCED REPORTING

The Advanced Reporting module will allow Customer to select any piece of their data to create custom reports and includes the following:

- User-selectable data points
- User-defined date ranges
- Email distribution of reports

- Automated scheduling of reports
- Saving created reports
- Ability to export data
- Simplify capture JLARC reporting requirements for Washington customers

SINGLE SIGN-ON (SSO)

The JustFOIA authentication system enables Single Sign-On (“SSO”) integration by allowing connection to one of many supported identity providers. This allows users to login to JustFOIA via trusted connections established with their IT infrastructure (e.g., Azure Active Directory login) instead of using username and password authentication within JustFOIA. This feature eliminates the need for users to maintain two sets of credentials, is easier for a customer’s IT organization to maintain security protocols and gives the customers better control over managing user access.

The following types of enterprise connections can be made:

- Azure Active Directory
- ADFS
- Active Directory / LDAP
- Google Workspace (formerly G Suite, formerly Google Apps)
- Open ID Connect
- SAML
- PingFederate

PAYMENT PORTAL

JustFOIA integrates with Authorize.net, PayPal and NCR/JetPay to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Authorize.net, PayPal or NCR/JetPay site. Once they pay, users are able to make the request documents available for immediate release.

ADOBE ACROBAT PRO PLUG-IN

Adobe Acrobat Pro Plug-in allows customers to easily upload documents they are working on in Adobe Acrobat Pro to a specific request. In Adobe Acrobat Pro, simply create and edit documents, as well as apply redactions and other features available in the Adobe Pro software. Once the document has been finalized, a simple click of the JustFOIA Plug-In button sends the document to the customer’s JustFOIA system. It’s as easy as picking the desired request number and the is in the Response Docs section, ready to send to the requester. In order to utilize this plug-in, organizations will need to have an active Adobe Acrobat Pro license.

LASERFICHE INTEGRATION

Our exclusive Laserfiche integration is a seamless bridge, allowing your organization to leverage Laserfiche to more quickly and efficiently fulfill records requests. From inside the JustFOIA Solution, users can securely connect to their Laserfiche repository to search and browse for responsive documents. Alternatively, users can search, edit, and redact in Laserfiche, then click to send selected documents as responsive documents to a specific request. As part of your Laserfiche Integration, you can also export custom system reports directly into your Laserfiche repository, as well as all parts of a request from communication to provided documents to invoices and a full timeline history of activity on the request. In order to utilize this integration, each user will need a full Laserfiche license. Please see the Laserfiche Expansion Configuration Guide for Installation Requirements and Prerequisites.

ANY & ALL DOCUMENT MANAGEMENT

For customers who receive requests for “Any and All” communications, the effort to determine the responsive documents can be overwhelming. Built for customers who need to work with a large number of files, JustFOIA’s Any & All Document Management tool helps simplify and speed up this process with a variety of features, including:

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- Extract .PST files (emails and attachments)
- Detect duplicate emails
- Bulk redact and sort all files with one-click
- Combine files into one PDF
- Create custom folders and review documents in the document viewer

CUSTOM WORKFLOWS

Building on the capability to design lists of tasks and set defaults, a Custom Workflow leverages automation to save your organization time by routing certain types of requests from submission to completion.

Automatically run when a request comes in, a Custom Workflow can use the supplied form data to determine which departments and tasks get assigned. Best suited for organizations that process larger volumes of specific types of requests. Also available is the full use of due dates, reminders, escalations, and approvals as well as the capability to automatically send out system and custom emails triggered by events in the workflow.

We work with you to design the unique series of tasks to assign out to departments so you can handle the approvals while keeping the request moving through your Solution.

TAB 9 - REQUIRED DOCUMENTS

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

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

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for 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 awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- 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 Form to Report Lobbying", in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIREMENTS

Contractor Certification

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 *et seq.*", and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

- b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.
 - c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

- 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).
- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made.

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror Donny Barstow

Address 3717 Apalachee Parkway, Suite 201

City/State/Zip Tallahassee FL 32311

Authorized Signature E-SIGNED by Donny Barstow
on 2022-10-24 17:59:15 GMT

Date **October 24, 2022**

ANTITRUST CERTIFICATION STATEMENTS

TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name **MCCi, LLC**

Address **3717 Apalachee Parkway, Suite 201**

City/State/Zip **Tallahssee, Florida 32311**

Telephone Number **(850) 701-0725**

Fax Number **(850) 564-7496**

Email Address **dwb@mccinnovations.com**

Printed Name **Donald Barstow**

Title **President and CEO**

Authorized Signature E-SIGNED by Donny Barstow
on 2022-10-21 11:59:20 GMT

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

<https://www.usa.gov/local-governments>



890 Hillview Court, Suite 300,
Milpitas, CA 95035, USA
Phone: +1 408 457 9777
Fax: +1 408 457 9778
sales@abbyyusa.com
www.abbyy.com

01.11.2022

To whom it may concern,

Please note that MCCI, is a certified Abby Elite Partner in good standing. MCCI is fully certified and authorized to sell and support the ABBYY product line.

Sincerely,

DocuSigned by:

C9AD4DF5557B455...

November 1, 2022



Re: Confirmation of OneSpan Authorized Reseller Status

November 14, 2022
Illinois

Chicago,

To whom It May Concern,

We confirm that **MCCi, LLC**, located at 3717 Apalachee Parkway, Suite 201 Tallahassee, FL 32311 is an authorized OneSpan reseller in the territory of North America under a Non-Exclusive Reseller Agreement, executed between Raya and OneSpan on June 5th, 2020 (“Reseller Agreement”).

OneSpan agrees that **MCCi, LLC** presents the OneSpan commercial offer, enters into business negotiations, and to signs a contract for its own account in response to any Requests for Proposals or Information (RFPs or RFIs) within the cited territory, for the OneSpan hardware and software products as well as Professional Services, that OneSpan develops and supplies. The above activities of **MCCi, LLC** are subject to the terms and conditions of the Reseller Agreement.

This confirmation is issued upon request of Raya in order to confirm **MCCi, LLC** status as reseller only. It may not be used for any other purpose, such as claims or legal proceedings against OneSpan and no third-party rights can be derived from it by any other person or entity.

Sincerely,

Clara Lee
Channel Manager North America
Clara.lee@onespan.com



OneSpan Middle East FZE
Dubai Silicon Oasis HQ Building, B Wing,
Office B609 P.O.Box: 341093, Dubai
United Arab Emirates



MEETING OF OCTOBER 3, 2023

TO: Mayor Jordan and City Council
THRU: Brad Hardin, Fire Chief
FROM: Granville Wynn, Financial Analyst - Fire
DATE:
SUBJECT: **Fire Department Administrative Policies Approval**

RECOMMENDATION:

Staff is requesting Council Approval adopting Fayetteville Fire Department Administrative Policies

BACKGROUND:

The Fayetteville Fire Department is currently in the process of reviewing policies and updating as necessary to make changes as recommended and to meet best practices while working through the CFAI accreditation process. Formatting changes are due to a prior change in policy management software.

DISCUSSION:

These are the Policies presented for Council Approval:

Section 100 General Information & Introduction
External Agency Relations

Section 200 Safety, Health & Wellness
Injuries & Accidents

Section 300 Training Program
Training Program

Section 700 Emergency Operations
Emergency Vehicle Operations
Emergency Scene Operations

BUDGET/STAFF IMPACT:

No Budget Impact with these Policies

ATTACHMENTS: SRF & FFD Administrative Policies (#3)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1082

Fire Department Administrative Policies Approval

A RESOLUTION TO APPROVE THE REVIEWING AND UPDATING OF FAYETTEVILLE FIRE DEPARTMENT ADMINISTRATIVE POLICIES

WHEREAS, the Fayetteville Fire Department is currently in the process of reviewing policies and updating as necessary to make changes as recommended and to meet best practices while working through the Commission on Fire Accreditation International accreditation process.

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 following updated Fayetteville Fire Department Administrative policies:

Section 100 General Information & Introduction: External Agency Relations;

Section 200 Safety, Health & Wellness: Injuries & Accidents;

Section 300 Training Program: Training Program;

Section 700 Emergency Operations: Emergency Vehicle Operations and Emergency Scene Operations.

All four such updated policies are listed and shown as an exhibit to this Resolution in the Agenda Packet.

City of Fayetteville Staff Review Form

2023-1082

Item ID

10/3/2023

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

Brad Hardin

9/1/2023

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff is requesting Council Approval adopting Fayetteville Fire Department Administrative Policies.

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:



The following Administrative Policies are newly created documents. These policies have been created to better organize and oversee the supporting Standard Operating Guidelines (SOGs) that the Fayetteville Fire Department uses for day-to-day operations, emergency operations, and carrying out the mission of the FFD.

These new Administrative Policies shall replace any prior approved Fayetteville Fire Department Administrative Operating Policies (FFD AOPs).

New Administrative Policy (AP)



Fayetteville Fire Department		
Administrative Policies		
Emergency Scene Operations		
Version 1	Created: July 26, 2023	Revised: August 31, 2023
SOG Reference:	All 700 Series	
CFAI Reference:	5E, 5F, 5G, 5H, 5I	

Purpose

The purpose of this policy is to establish Standard Operations Guidelines (SOGs) for the multitude of emergency scenarios the Fayetteville Fire Department (FFD) responds to.

Scope

It is recognized by the department that every emergency call for assistance is unique, however basic guiding principles and doctrines shall be established to serve as a foundation for the efficient and effective management of emergency calls for service.

These guidelines are designed to provide a systematic and adaptable framework that enables FFD personnel to respond swiftly and decisively to various emergencies, safeguarding lives, property, and the environment.

SOGs are dynamic documents, one size does not fit all situations. Fire department personnel are expected to adapt to changing on scene situations and make sound judgment calls based on the applicable SOG(s), training, and experience.

Policy

By creating and maintaining comprehensive SOGs, the FFD strives to enhance its preparedness and ability to adapt quickly to the ever-evolving challenges posed by various emergency situations, including but not limited to structural fires, hazardous material incidents, medical emergencies, natural disasters, and technical rescues.

The implementation of these guidelines shall promote coordination, communication, and resource allocation, fostering a cohesive response across all levels of the department and facilitating seamless integration with other first responders and agencies during calls for mutual/automatic aid or large-scale regional incidents.

An SOG shall be developed regarding the review cycle for SOGs overseen by this Administrative Policy and shall not exceed a 3-year cycle. All SOGs in this section may be reviewed sooner if needed and updated to be in alignment with industry best practices, technological advancements, and lessons learned from Post Incident Analysis sessions to ensure their relevance and effectiveness in safeguarding the community, department members, and maintaining the highest standard of emergency response.

The ultimate objective of this policy is to equip FFD members with the necessary tools and knowledge to respond effectively and mitigate emergencies while maintaining the highest standards of professionalism and commitment to the community we serve.

New Administrative Policy (AP)



Fayetteville Fire Department		
Administrative Policies		
Emergency Vehicle Operations		
Version 3	Created: June 29, 2023	Revised: July 27, 2023
SOG Reference:	705, RM-04	
CFAI Reference:	11A.3	



Purpose

The purpose of this policy is to establish safety guidelines for operating all Fayetteville Fire Department (FFD) vehicles.

Policy

When operating a fire department vehicle, utmost care must be given to ensure safety. The Driver/Operator (DO) of each fire department vehicle holds the sole responsibility for driving in a safe and cautious manner. All vehicles must adhere to the regulations stated in [Arkansas Motor Vehicle Code, Title 27 Transportation](#). This code grants specific legal exceptions to regular traffic rules, exclusively applicable to fire department and other emergency vehicles during emergency responses. Specifically reference [Subchapter 2, 27-51-202](#).

However, it is crucial to note that even during emergency response situations, drivers remain accountable for driving attentively and responsibly with due regard for the safety of all persons using the street.

Seat Belts

All FFD members are required to use seat belts when operating a city vehicle. Any person riding as a passenger in a city vehicle is also required to use seat belts. The officer-in-charge or Driver/Operator will confirm that all personnel and riders are on board, properly attired, and have seat belts on before the vehicle is permitted to move. All personnel shall ride only in regular seats provided with seat belts.

Emergency Response

When an emergency incident occurs, it is necessary to activate warning lights and sound sirens in order to alert and request the right-of-way from other drivers, particularly at traffic intersections. **However, it is important to note that the use of sirens and warning lights does not automatically grant the emergency vehicles the right-of-way.** These warning devices simply serve to request the right-of-way from other drivers, relying on their awareness of the emergency vehicle's presence.

Emergency vehicle operators have the responsibility to take all possible measures to ensure that their presence and intended actions are clearly communicated to other drivers. They must also adopt a defensive driving approach to anticipate and prepare for unexpected and inappropriate actions by other drivers. The use of lights and sirens is only authorized in conjunction with emergency incidents and should not be employed unnecessarily. It is crucial to avoid unnecessary emergency responses.



Fayetteville Fire Department		
Administrative Policies		
Emergency Vehicle Operations		
Version 3	Created: June 29, 2023	Revised: July 27, 2023
SOG Reference:	705, RM-04	
CFAI Reference:	11A.3	



Speed

Fire Department vehicles are permitted to surpass the posted speed limits solely when responding under favorable conditions to an emergency.

These conditions encompass light traffic, well-maintained roads, clear visibility, and dry pavement. In such circumstances the Driver/Operator will adhere to current Arkansas State Law as it applies to emergency vehicles exceeding the posted speed limit.

However, in less favorable conditions, the posted speed limit serves as the absolute maximum speed allowed.

Operators of fire department vehicles are strictly prohibited from exceeding the posted speed limit for any reason when passing through school zones.

When emergency vehicles need to travel in the center lane or oncoming traffic lanes, Driver/Operators will adhere to current Arkansas State Law as it applies to those actions.

Intersections

The driver of any authorized emergency vehicle when responding to an emergency call upon approaching a red or stop signal or any stop sign shall slow down as necessary for safety but may proceed cautiously past the red or stop sign or signal. Reference [Arkansas Motor Vehicle Code Title 27, Chapter 49, Subchapter 1 Section 27-49-109](#).

The driver may only proceed once they have ensured the safety of all oncoming traffic in all lanes, with those vehicles yielding the right-of-way.

Backing

Operators shall avoid backing whenever possible. Where backing is unavoidable, “backers or spotters” shall be used. If possible, two backers/spotters should be utilized, one at the rear positioned on the driver side with a view of the driver side mirror and one forward of the apparatus on the passenger side. The rear backer/spotter shall position behind the backing apparatus and signal the apparatus operator of potential problems in backing.

If no backer/spotter is available, the operator shall dismount and walk completely around apparatus to determine if obstructions are present before backing. Appropriate warning lights and illumination lights must be on when backing under any circumstances.



Fayetteville Fire Department		
Administrative Policies		
Emergency Vehicle Operations		
Version 3	Created: June 29, 2023	Revised: July 27, 2023
SOG Reference:	705, RM-04	
CFAI Reference:	11A.3	

Defensive Driving

While engaged in an emergency response, fire vehicles should try to avoid overtaking or passing other emergency vehicles. If passing becomes necessary, it is imperative to seek permission via radio communication.

Driving on or near an established emergency scene presents unique hazards, requiring the operator to exercise utmost caution and remain vigilant, ready to respond to unforeseen circumstances. Drivers must consider the potential risks their moving vehicle poses to both on-scene personnel and spectators who may be preoccupied with the emergency, unintentionally placing themselves in the path of a moving vehicle.

The officer-in-charge of the vehicle bears the responsibility for ensuring the overall safety of all vehicle operations and ensuring compliance with this procedure.

Equipment Stored in the Cab

Any equipment stored in the cab of a fire apparatus should be secured when possible and mounted in an appropriate location when the vehicle is in motion. This includes portable radios, PPE, tools, thermal cameras, or any other object that could cause injury to company members during a vehicle accident or roll over. Any PPE stored in the cab shall be free of debris prior to entering the cab.

Driving Record

All employees who operate a city-owned vehicle must possess a valid driver's license issued by the state in which the employee resides regardless of rank.

In the event of a driver's license loss or revocation, employees are required to verbally inform their supervisor within twenty-four (24) hours, followed by a subsequent written notification to the Fire Chief via their chain of command within three (3) calendar days of the incident. Furthermore, any traffic violation that may result in a loss of license must be reported in writing within seven (7) calendar days to the Fire Chief via the chain of command. All written notifications must be in memo form on the current Fayetteville Fire Department letterhead.

Failure to notify the department of a change in driving status may result in disciplinary action.

Accidents

All accidents shall be immediately reported to a Shift Commander and investigated by the appropriate law enforcement agency. The Shift Commander or Operations Chief shall be responsible for notifying other city departments and insurance agencies. Department members should refer to [City of Fayetteville Policy RM-04](#) for further instructions.

New Administrative Policy (AP)



Fayetteville Fire Department		
Administrative Policies		
External Agency Relations		
Version 1	Created: March 24, 2023	Revised: July 27, 2023
SOG Reference:	119, 125, 128, 601, 602	
CFAI Reference:	Category 10: External Systems Relationships	

Purpose

The purpose of this policy is to establish and govern guidelines for cooperation between the Fayetteville Fire Department (FFD) and external agencies. Examples of such agencies are neighboring professional and volunteer fire departments, Central Emergency Medical Services (CEMS), The Arkansas Department of Emergency Management (ADEM), the Fayetteville Police Department (FPD), the University of Arkansas Police Department (UAPD), Washington County Sheriff's Department (WCSO), and federal level departments or agencies.

The FFD recognizes the importance of cooperation with external agencies in the event of large-scale emergencies, disasters, or other incidents that require a coordinated response. The department will work collaboratively with external agencies to ensure the safety of the public, emergency responders, and property.

General Guidelines

The FFD will maintain open lines of communication with external neighboring professional & volunteer fire departments, local law enforcement agencies, emergency medical services, state level agencies, and federal agencies. When a multi-agency response is requested or required the department shall follow [National Incident Management System](#) (NIMS) protocols.

The department will work cooperatively with outside agencies to ensure a coordinated response to incidents and exchange information with other agencies as necessary to ensure the safety of the public, emergency responders, and property.

Definitions

Mutual Aid

Mutual aid agreements are agreements between two or more jurisdictions to render assistance and resources to the other jurisdiction when requested.

Automatic Aid

Automatic aid that is pre-arranged between neighboring departments covering a specific area along the jurisdictional boundary that provide for automatic initial dispatch of both departments.

1. Typically referred as "Auto-Aid".
2. Resources are pre-identified for a planned response.



Fayetteville Fire Department		
Administrative Policies		
External Agency Relations		
Version 1	Created: March 24, 2023	Revised: July 27, 2023
SOG Reference:	119, 125, 128, 601, 602	
CFAI Reference:	Category 10: External Systems Relationships	

Policy

Cooperation with neighboring professional and volunteer fire departments

1. The FFD will cooperate with neighboring professional and volunteer fire departments through established automatic and mutual aid agreements. The FFD will work to maintain established agreements and seek to establish agreements with departments that we do not currently have.
 - Requests for mutual aid will be denied when the deployment of FFD resources outside the City would severely compromise the safety of Fayetteville citizens.
2. The FFD will provide mutual aid assistance to neighboring fire departments as requested, and neighboring departments will provide aid and assistance to the Fayetteville Fire Department when requested. The FFD shall follow the [Arkansas Administrative Code](#) that requires fire departments to provide aid to other fire departments and the [Statewide Mutual Aid Plan of the Arkansas Association of Fire Chiefs](#).
3. Automatic Aid Agreements will be maintained by the Fayetteville Fire Department and provided to the appropriate dispatch centers for following neighboring departments.
 - a. Springdale
 - b. Wedington
 - c. Farmington
 - d. Round Mountain
 - e. Goshen
 - f. Wheeler
 - g. Johnson
 - h. West Fork
 - i. Elkins



Fayetteville Fire Department		
Administrative Policies		
External Agency Relations		
Version 1	Created: March 24, 2023	Revised: July 27, 2023
SOG Reference:	119, 125, 128, 601, 602	
CFAI Reference:	Category 10: External Systems Relationships	



Cooperation with emergency medical services

1. The Fayetteville Fire Department will cooperate with outside emergency medical services when aid is requested.

Cooperation with the state level agencies

1. The Fayetteville Fire Department will cooperate with Arkansas state level agencies when aid is requested.

Cooperation with local, state, and federal law enforcement agencies

1. The Fayetteville Fire Department will cooperate with law enforcement agencies when aid is requested.

Documentation

The department will maintain documentation of all incidents involving cooperation with outside agencies for the purposes of cost reimbursement, personnel exposure, injuries, and legal proceedings.

Conclusion

The Fayetteville Fire Department is committed to working collaboratively with external agencies to ensure a coordinated response to emergencies, disasters, and other incidents that require a unified response.

New Administrative Policy (AP)



Fayetteville Fire Department		
Administrative Policies		
Injuries & Accidents		
Version 1	Created: June 26, 2023	Revised: July 31, 2023
SOG Reference:	212, RM-04, HR-16	
CFAI Reference:	11A.7, 11A.12	

Purpose

The purpose of this policy is to establish guidelines and procedures for reporting on-the-job injuries and accidents involving members of the Fayetteville Fire Department (FFD) and FFD vehicles/property. This policy ensures timely and accurate reporting of incidents to promote the well-being of department personnel and the preservation of city vehicles and property. The FFD will develop, maintain, and review Standard Operating Guidelines (SOGs) concerning department/city owned vehicles involved in accidents and department members injured on duty.

Scope

This policy applies to all Fayetteville Fire Department personnel regardless of rank or position.

Policy

All members, both uniformed and civilian, of the Fayetteville Fire Department are required to adhere to the established Standard Operating Guidelines (SOGs) regarding the reporting of on-the-job injuries.

All members, both uniformed and civilian, of the Fayetteville Fire Department are required to adhere to the established Standard Operating Guidelines (SOGs) regarding the reporting of accidents involving FFD/City of Fayetteville motor vehicles and equipment.

It is the responsibility of every member to promptly report any such incidents to their immediate supervisor or Chief Officer, providing accurate and detailed information about the incident. Adhering to this policy will ensure the safety and well-being of all personnel and facilitate timely medical treatment, appropriate investigations, and necessary corrective actions.

Compliance with these guidelines is essential for maintaining a safe working environment and supporting the department's risk management efforts.

New Administrative Policy (AP)



Fayetteville Fire Department		
Administrative Policies		
Training Program		
Version 1	Created: February 23, 2023	Revised: August 31, 2023
SOG Reference:	All 300 Series	
CFAI Reference:	Category 8: Training and Competency	

Purpose

The purpose of the Fayetteville Fire Department (FFD) Training Program is to provide a safe and comprehensive training plan that addresses all areas of emergency response. This program will provide training that addresses all hazards and is commensurate with real world tasks that all uniformed members are expected to be proficient at performing.

Policy

This policy will address all training that will occur within Fayetteville Fire Department. The goal of the training program is to prevent occupational deaths and injuries while increasing the operational effectiveness during emergency responses.

The training program will address the knowledge, skills, and abilities required of the Fayetteville Fire Department. Training will be based on NFPA standards, OSHA regulations, local, state, federal regulations, current department Administrative Policies and/or Directives, and current department Standard Operating Guidelines (SOGs).

Members shall be responsible for maintaining proficiency in knowledge and skills provided through the training program.

Annual Planning

The Fayetteville Fire Department training program will be evaluated, on a yearly basis during the annual planning session, for effectiveness and for compliance with NFPA standards, federal OSHA regulations, local, state, federal regulations, current department Administrative Policies and/or Directives, and current department Standard Operating Guidelines (SOGs). Time constraints, manageability, and effectiveness of training as well as areas of deficiency and improvement will also be evaluated.

The goals set forth by the annual planning session will be in support of the [Fayetteville Fire Department Mission & Vision Statement](#). The established goals and objectives will include timelines for achievement, and a process of evaluation and feedback.

To locate areas of deficiency and improvement, feedback from both Company Officers and Fire Administration is important to the success of the training program. During the planning process evaluation criteria for both skills and knowledge should be established by the Training Division using the identified standard, regulation, or policy.

The Fire Chief is the final authority on all training plans and activities and will provide final approval prior to the publishing of the annual training plan.



Fayetteville Fire Department		
Administrative Policies		
Training Program		
Version 1	Created: February 23, 2023	Revised: August 31, 2023
SOG Reference:	All 300 Series	
CFAI Reference:	Category 8: Training and Competency	

Disciplines

It is recognized by the leadership and members of the Fayetteville Fire Department that the performance of regularly scheduled training is essential to all personnel for mission success. This training will include all disciplines conducted by various means throughout the course of the year.

Company officers are responsible for conducting company training and other essential training as necessary to ensure their crew members are proficient in the skills and knowledge pertaining to their current position within the department.

Field Training Officers (FTOs) shall support and ensure that the training activities are conducted within their respective disciplines. FTOs shall coordinate training with all other required activities, complete necessary reports, assist the training division, and the Battalion Chief of Training (BCT) in evaluating the overall effectiveness of the training program and its instructors.

Various instructors, internal and external to the department, will be utilized to aid in department training as well as instruct any assignments with specialized curriculum. All instructors will have the certifications necessary or receive adequate training prior to assisting with training in the department. All training received by instructors will be approved by the BCT and documented upon completion. Instructors will also meet the requirements of the Fire Chief as the Authority Having Jurisdiction prior to instruction.

All uniformed personnel will be trained to the operations level in all technical response disciplines (hazardous materials, technical rescue, and swift water rescue).

Special Operation Section (SOS) members will be trained to technician level or higher. The level of training and response will be determined by the Fire Chief as the Authority Having Jurisdiction.



Fayetteville Fire Department		
Administrative Policies		
Training Program		
Version 1	Created: February 23, 2023	Revised: August 31, 2023
SOG Reference:	All 300 Series	
CFAI Reference:	Category 8: Training and Competency	

Equipment

Equipment utilized for training will primarily be the equipment used for daily emergency responses. When possible, equipment dedicated for training will be stored at the Training Center and will be used to keep apparatus in service during training sessions or to minimize wear and tear on high expense equipment. Requests for additional or replacement equipment will be evaluated during the budget process and prioritized by the Training Division.

Stations shall each have a library that contains a foundation of materials established by the Training Division. Additionally, stations will also have curriculum and publications pertaining to their areas of response that are unique to their disciplines and areas of responsibility. These libraries will be evaluated during the budget process and prioritized for updates and replacement by the Training Division.

Continuing Education

Multiple disciplines, fields of expertise, and positions within the FFD require members to log specific continuing education hours to maintain licenses and certifications.

SOG(s) shall be developed and maintained to address continuing education. In order for the department to provide the level of service the city and citizens are accustomed to, and operate at the highest safety level, continuing education shall be a driving factor of the yearly training plan.



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 OCTOBER 3, 2023

TO: Mayor Jordan and City Council

THRU: Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
Ted Jack, Park Planning Superintendent
Susan Norton, Chief of Staff

FROM: Zach Foster, Park Planner II

DATE:

SUBJECT: **Staff recommends approving a contract with Halff Associates (RFQ 23-01 Addendum 2) for planning and design services for Combs White River Park for a fee of \$181,812.00 and a project contingency of \$5,000.00 and approval of a budget adjustment.**

RECOMMENDATION:

Staff recommends approving a contract with Halff Associates (RFQ 23-01, Selection 05) for planning and design services for Combs White River Park for a fee of \$181,812.00 and a project contingency of \$5,000.00 and approval of a budget adjustment.

BACKGROUND:

Plans for removing the dam on the West Fork of the White River are underway. This project, located at the end of East Pump Station Road, capitalizes on that work, creating a park area that enhances access to the river for swimming and paddling. Additionally, the park will offer picnic areas, a multi-use field that can be used for events such as hosting Earth Day celebrations, restrooms, parking, hard-surface and nature trails and other park infrastructure.

DISCUSSION:

Park staff have prepared a conceptual master plan that will guide initial work. Halff Associates is recommended to further plan the park, including hosting public meetings to gather feedback, prepare construction documents, assist in bidding, and construction administration.

BUDGET/STAFF IMPACT:

This project will be funded through the 2019 Phase Two Park Bond proceeds (4705.860.7590-5860.02) The \$5,000 project contingency is located in 4705.860.7590-5911.99. Funding for construction is anticipated to be included in the phase three bond funds.

ATTACHMENTS: 2023-1091 SRF Halff Associates Design Combs White River Park (#2), 2023-1091 BA Halff Associates Design Combs White River Park (#3), Contract and Scope - Halff - Combs Park (City Unsigned) (#4), RFQ 23-01, Submittal - Halff Associates (#5)

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 #: 2023-1091

Staff recommends approving a contract with Halff Associates (RFQ 23-01 Addendum 2) for planning and design services for Combs White River Park for a fee of \$181,812.00 and a project contingency of \$5,000.00 and approval of a budget adjustment.

A RESOLUTION TO AUTHORIZE A CONTRACT WITH HALFF ASSOCIATES, PURSUANT TO RFQ 23-01, FOR PLANNING AND DESIGN SERVICES FOR COMBS WHITE RIVER PARK FOR THE AMOUNT OF \$181,812.00, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$5,000.00, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a contract with Halff Associates in the amount of \$181,812.00, pursuant to RFQ 23-01 for planning and design services for Combs White River Park, and further approves a project contingency in the amount of \$5,000.00.

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

2023-1091

Item ID

10/3/2023

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

Ted Jack

9/12/2023

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approving a contract with Halff Associates (RFQ 23-01 Addendum 2) for planning and design services for Combs White River Park for a fee of \$181,812.00 and a project contingency of \$5,000.00 and approval of a budget adjustment.

Budget Impact:

4705.860.7590-5860.02

Parks Projects 2022 Bonds

Account Number

Fund

46050.7590

Combs/River Nature Park

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 7,224,292.00

Expenses (Actual+Encum)

\$ 5,297,797.67

Available Budget

\$ 1,926,494.33

Does item have a direct cost? Yes

Item Cost

\$ 186,812.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 186,812.00

Remaining Budget

\$ 1,926,494.33

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	PARKS & RECREATION (520)	Adjustment Number
2023	/Org2		
	Requestor:	Ted Jack	

Contract with Halff Associates (RFQ 23-01 Addendum 2) for planning and design services for Combs White River Nature Park for a fee of \$181,812.00 and a project contingency of \$5,000.00.

[illegible]



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into on this ___ day of September, 2023 (the “Effective Date”), by and between the City of Fayetteville (the “City”), an Arkansas municipal corporation, and Halff Associates, Inc. (“Halff”), a Texas corporation with offices: Principal place of business is 1201 N. Bowser Rd., Richardson, TX 75801, Little Rock Office-10800 Financial Centre Parkway, Suite 500, Little Rock, AR 72211, Bentonville Office- 2407 South East Cottonwood Street, Bentonville, AR 72712. The City and Halff (collectively the “Parties”) desire to enter into an arrangement whereby Halff provides professional consultation services to the City under the terms set forth in **Exhibit “A” – Scope of Professional Services**.

1. **Purpose.** The purpose of this Agreement is to retain Halff’s professional consulting services to improve and develop Combs White River Park (the “project” or “project site”), a City-owned property. These improvements include creating white water features in the river, swimming/river access areas, picnic areas, river promenade access, nature trails, greenway and blueway access, a restroom facility, a multipurpose sports field and festival area, and considering how the now-existing pump house will be used in future phases.

2. **Scope of the Work.** The scope of work for this Agreement shall be as set forth in Exhibit A. Any modification to the scope of work outlined therein shall be prohibited unless the Parties have agreed to the modification in an advance writing.

3. **City’s Obligations.** The City agrees to timely fulfill the following obligations under this Agreement:

- a. Render all services and perform all duties contemplated by and outlined in Exhibit A.
- b. Furnish Halff with existing project-related information and data in its possession as is necessary for Halff to perform the services set forth herein.
- c. Promptly review all submittals put forth by Halff, including those made at thirty percent (30%), sixty percent (60%), and ninety percent (90%) completion of the project.
- d. Give Halff prompt notice when the City observes or becomes aware of any relevant, material defect or nonconformance in Halff’s services or if the City learns of any development that will affect the scope or timing of Halff’s performance.

4. **Halff’s Obligations.** Halff Associates, Inc. agrees to timely fulfill the following obligations under this Agreement:



- a. Render all services and perform all duties contemplated by and outlined in Exhibit A.
- b. Coordinate in good faith with the City for the mutual goal that the project is timely completed pursuant to the specifications set forth in Exhibit A.
- c. Prepare submittals for City-review upon completion of thirty percent (30%), sixty percent (60%), and ninety percent (90%) of the project.
- d. Immediately notify the City of any circumstances of which it is aware that may impact its ability to complete the project in a timely manner according to the specifications contained herein.

5. **Compensation.** The City agrees to compensate Halff for its services rendered in accordance with the fee schedule set forth in Exhibit A. To receive compensation, Halff shall submit to the City monthly invoices prepared in accordance with its standard invoicing practices. These invoices shall be payable upon receipt and shall include detailed receipts of all reimbursable expenses claimed by Halff, which may include the actual cost of presentation boards and design development drawings utilized in performance of the project. Unless otherwise addressed in this Agreement, the City, in its discretion, may determine what constitutes a reimbursable expense.

6. **Duration.** This Agreement shall commence on the Effective Date and extend until completion of the project. Completion of the project shall occur when construction for Combs White River Park has finished, the City has completed final inspection of the property, and the City has formally accepted the work.

7. **Schedule of Services.** Halff agrees to perform its services in a timely manner, consistent with the specifications set forth in this Agreement. The Parties anticipate that the project shall be completed in approximately five (5) phases, including a program development and public meetings phase lasting approximately six (6) weeks, a design development phase lasting approximately ten (10) weeks, a construction documents phase lasting approximately fifteen (15) weeks, a bidding assistance phase lasting approximately eight (8) weeks, and a construction phase lasting approximately twelve (12) months. Such schedule may also include a hydrologic and hydraulic analysis as needed.

8. **Modifications.** This Agreement shall not be modified, expanded, or restricted in any manner without advance written consent of both Parties, including approval by the Mayor and City Council on behalf of the City.

9. **Termination of Agreement.** This Agreement may be terminated at any time by either party upon giving thirty (30) calendar days written notice to the non-terminating party. If the agreement is terminated prior to completion, the amount of any partial payments due will be



determined by the City based on services then-rendered, the quality of work then-completed, the percentage of the project then-completed, and any other factors which the City may consider.

10. **Complete Agreement.** This Agreement, together with Exhibit A – Scope of Professional Services – contains the entire understanding between the Parties and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties regarding the subject matter.

11. **Assumptions.** The Parties enter into this Agreement based on no assumptions or predispositions beyond those expressly contained herein. The Parties do, however, agree to operate based on the following design infrastructure assumptions:

- a. That the existing cul-de-sac at the end of Pump Station Road shall be abandoned to develop a parking lot.
- b. That there is an existing water and sewer main along Pump Station Road that is available to the project site.
- c. That existing electric service is readily available to the project site.

12. **Late Fees/Penalties.** The Parties agree that the City shall not be responsible for paying any interest, penalty, or fee for what may be considered “untimely” payments under the Agreement.

13. **Limitation of Funding.** It is expressly agreed and understood that the City proposes a construction development budget of approximately \$2,400,000.00 for completion of this project. Halff will design to this budget.

14. **Freedom of Information Act.** Halff understands and acknowledges that municipal contracts and documents prepared in accordance with this agreement are subject to the Arkansas Freedom of Information Act (FOIA). *See Ark. Code Ann. § 25-19-101, et seq.* If a FOIA request is submitted to the City or Halff pertaining to this project, Halff agrees to take all necessary actions to promptly produce all relevant and responsive documents, as prescribed by Arkansas law. Halff further agrees that it may only assess legally authorized photocopying costs in responding to such a request.

15. **Claims against the City.** Halff agrees to hold harmless and indemnify the City from claims that may arise from Halff’s performance of the Agreement. However, nothing contained in this Agreement shall be construed as rendering Halff liable for the acts of the City, its representatives, agents, or employees.



**CITY OF
FAYETTEVILLE
ARKANSAS**

16. **Notice.** All notices sent pursuant to this Agreement shall be made to the following persons and addresses:

City of Fayetteville, Arkansas
Attn: Mayor Lionel Jordan
113 W. Mountain Street
Fayetteville, AR 72701
(479) 575-8330
mayor@fayetteville-ar.gov

Halff Associates, Inc.
Attn: Sally Horsey
10800 Financial Centre Parkway, Ste. 500
Little Rock, AR 72211
(501) 801-2690
shorsey@halff.com

17. **Successors and Assigns.** All successors, assignees, and representatives of the City and Halff are bound to the other party to fulfill the obligations set forth in this Agreement. However, neither party may assign, sublet, or transfer any right or interest under this Agreement without written consent of the other party.

18. **Jurisdiction.** The Parties agree that this Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Arkansas. The Parties further agree that Washington County, Arkansas is the proper venue and its Courts shall hear and decide any dispute arising under this Agreement.

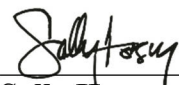
19. **Severability.** If any term, provision, or condition of this Agreement shall be held to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on this Effective Date which shall occur when both parties have signed.

CITY OF FAYETTEVILLE, ARKANSAS

HALFF ASSOCIATES, INC.

By: _____
Lionel Jordan, Mayor

By: _____
Sally Horsey

Attest:

By: _____
Kara Paxton, City Clerk Treasurer

Date Signed: _____

EXHIBIT “A”

Scope of Professional Services

Submitted to the City of Fayetteville Parks and Recreation Department

Combs White River Park

Fayetteville, Arkansas

SERVICES TO BE PERFORMED BY THE CITY OF FAYETTEVILLE

Design Studies, Data, Criteria

- City of Fayetteville (CITY) to provide record drawings, maps, etc. of the pump station facility, if available
- Provide available information and studies on existing drainage areas on and off-site.
- Provide standard details and specifications as available for river-associated design to assist HALFF (CONSULTANT).

Agreements, ROW, Utilities

- Prepare and coordinate any required Licensing and/or Utility Agreements.
- Pay/waive all CITY filing, permit review, application, and inspection fees.

SCOPE OF WORK TO BE PERFORMED BY HALFF

Project Understanding

The purpose of the services proposed herein is to provide professional consulting services consisting of landscape architecture, civil engineering (storm drainage, utility design, parking lot design, and survey), structural engineering, MEP engineering, and hydraulic/hydrologic engineering necessary for the development of the Combs White River Park (the project). The project site is entirely within CITY-owned property (approx. 132 acres) located at the termination of Pump Station Road. The park development is programmed and budgeted based on the master plan dated August 15, 2018.

The proposed improvements include white water features in the river, swimming/ river access areas, picnic areas/ river promenade, considering how the old pump house will be used in future phases, nature trails, greenway access, premanufactured rest room facility, multi-purpose sports field and festival area, greenway and blueway access. The park is proposed to be developed in one phase, consisting of the following general programmed elements.

Program:

- Multi-use field and event space
- Overlook promenade
- Pavilions
- Premanufactured restroom building
- Parking areas
- Boat launch
- Access to River Nature Trail and White River Park
- Pump house building (Coordination - no construction this phase)
- WCRC coordination
- Trails/Walking paths through the site
- Utilities

Project Master Plan



Construction Development Budget

A construction development budget phase is established at approximately \$2,400,000.00, by the CITY.

Infrastructure Design Assumptions

- Abandon the existing cul-de-sac at the termination of Pump Station Road to develop the parking lot
- Based on CITY GIS maps, there is an existing water and sewer main along Pump Station Road that is available to the site.
- Existing electric service to the site is readily available.

BASIC SERVICES

- The proposed basic services outlined below shall include the following professional design services: program development, design development, construction documents, bidding assistance, and construction phase services.
- Submittals for review will be prepared at 30%, 60%, and 90% completion.
- Public planning meeting during Design Development.

01: PROGRAM DEVELOPMENT and PUBLIC MEETINGS (±6 weeks)

The program development plans will further define the character and essentials of the project concept, including a description of the materials. This phase will include the following:

- Survey ±10 acres with topo and partial boundary/right-of-way line on the west side of the site to the edge of the waterline of the river.
- A field delineation to identify the limits of waters of the United States, including wetlands. A delineation memorandum will be prepared describing the methodology and results of the investigation, so that the memorandum may satisfy the jurisdictional determination requirements for permit requirements according to Section 404 if authorized by the City.
- Attend a kick-off meeting with the design team and CITY to identify project goals, schedules, and projected milestones. Meet with stakeholders for park-specific elements.
- Hold one public meeting for design input.
- Update the overall site master plan based on city and community input.

Note: Presentation boards and design development drawings are to be billed as reimbursable expenses.

02: DESIGN DEVELOPMENT (30%) (±10 weeks)

Halff shall prepare design development drawings and a preliminary opinion of probable construction costs (OPCC) for complete improvements.

- Prepare a preliminary site and grading concept plan.
- Thirty percent design drawings

- Hold one public planning meeting at 50% Design development.

Hydrologic and Hydraulic Analysis (as needed)

Project Management

- Halff will conduct routine internal coordination meetings with staff.
- Halff will coordinate with the City of Fayetteville on meeting requirements and standards.
- Halff will coordinate with the City of Fayetteville to receive an updated Existing Conditions hydraulic model which incorporates ongoing planned stream restoration changes in West Fork White River.

Data Collection

- Halff will coordinate internally to utilize survey data for use in updating the hydraulic model.
- If needed, Halff will utilize the 2015 Washington County LiDAR to supplement areas outside of the surveyed sections.

Hydraulic Modeling

- *Proposed Conditions Model*
- Using the City of Fayetteville provided Existing Conditions Model, Halff will develop a Proposed Conditions model that incorporates the planned park renovations in the left descending overbank of the West Fork White River. This analysis will only consider the changes made to the overbank with regard to the park development. At this time, no changes will be made based on the planned stream restoration project.
- Changes to the model will be made in the area of the proposed development. This may include changes to the grading, over-bank land use, and inclusion of buildings as blocked obstructions.
- Halff will coordinate internally to utilize planned grading plans to incorporate changes in grading.
- Halff will coordinate internally, with the Client, and with the City of Fayetteville to ensure that the proposed development meets the No Adverse Impact requirements of the City of Fayetteville.
- If no rise in water surface elevation is achieved, then a No-Rise Certificate will be completed and included as part of the submittal package to the Client and to be submitted to the City of Fayetteville on the Client's behalf.

Reporting

- Upon completion of this analysis, Halff will prepare a report summarizing the methodologies and results of this analysis as well as work maps of the proposed development and floodplain.

Exclusions

- This analysis may result in the requirement to submit a Letter of Map Change with a Conditional Letter of Map Revision and a final Letter of Map Revision. This scope of work does not include time for preparing the documentation for a CLOMR or a LOMR.
- This scope of work only the proposed development in Combs Park which is in the left descending overbank of the West Fork White River. This analysis will utilize an existing HEC-RAS model that has previously incorporated planned stream restoration changes to West Fork White River and is provided by the City of Fayetteville.

03: CONSTRUCTION DOCUMENTS (±15 weeks)

Construction drawings to include the following information: general construction and project-specific notes, detailed grading of all areas except parking, coordination with WCRC, dimension control/layout, erosion/sedimentation/tree protection, site construction details, structural, and mechanical, electrical, plumbing, lighting plan, landscape plans/details. Plans and hydrologic/hydraulic reports will be used for approval and permitting with regulatory entities, bidding, and implementation of the project. This phase will include the following:

- Coordinate construction drawings with other team members.
- Prepare sixty percent (60%) construction drawings and OPCC including appropriate escalation factors and contingencies. (6 weeks)
- Review 60% of construction drawings and OPCC with CITY (1 meeting).
- Prepare ninety percent (90%) construction drawings, specifications, and OPCC including appropriate escalation factors and contingencies. (4 weeks)
- Review 90% of construction drawings, specifications, and OPCC with CITY and (1 meeting).
- Prepare final construction drawings, specifications, and reports, and update OPCC including appropriate escalation factors and contingencies.

Hydrologic and Hydraulic Analysis Report for Construction Documents

- Utilize the hydrologic and hydraulic models developed in the Design Development Hydrologic & Hydraulic Report for the Combs White River Park.
- Validate Construction Document plans incorporating storm runoff as required by the CITY criteria.
- Prepare a stand-alone Hydrologic & Hydraulic Analysis Report for Construction Documents.
- Submit Hydrologic & Hydraulic Analysis Reports for Construction Documents for CITY Public Works review.
- Prepare Small Site Stormwater Pollution Prevention Plan (SWPPP) document for the CONTRACTORS administration and oversight. Please note that if a Large Site SWPPP is found to be required, additional fees will be required.
- Respond to CITY development review comments (assume two iterations).

Corps of Engineers Permitting Assessment

- Utilize the 60% construction drawings to evaluate site alternatives according to the Section 404 nationwide permit (NWP) program. The permitting assessment will outline Section 404 permitting responsibility as appropriate for the ultimate design and be incorporated as a separate memorandum.
- This task does not assume the preparation and submittal of any Section 404 permit documents.

04: BIDDING ASSISTANCE (±8 weeks)

Upon CITY's approval and permitting of Construction Documents, Halff shall assist the City of Fayetteville with the bidding process. This will include the following services:

- Attend and assist the City of Fayetteville with a pre-bid conference (1 meeting).
- Address contractor RFI's, prepare and issue addenda as required.

05: CONSTRUCTION PHASE SERVICES (±12 months)

Halff shall assist the city of Fayetteville during the construction process. Halff shall endeavor to secure compliance by the contractor to the plans and specifications. Halff shall not be responsible for construction means, methods, techniques, sequences, or procedures concerning the work. Halff shall not be responsible for the contractor's errors, omissions, or failure to conduct the work per the contract documents. CITY will provide and pay for construction inspection and materials testing services. This phase will include the following:

- HALFF will administer the contract between CITY and CONTRACTOR.
- Attend and assist the city of Fayetteville at the pre-construction meeting (1 meeting).
- Construction observation – prepare field reports, review/approval of shop drawings, submittals, samples, and mock-ups (as required).
- Attend bi-monthly progress meetings. Estimate construction time 12 months (24 meetings).
- Attend substantial completion inspection(s) and walk-thru, issue punch list for incomplete items. (1 meeting).
- Attend and assist the city of Fayetteville with the final inspection for acceptance of the project (1 meeting).

EXCLUSIONS | ADDITIONAL SERVICES

The following services are not included within the scope of basic services unless previously discussed above. Should Halff be required to provide services in obtaining or coordinating the compilation of this information, such services shall be performed as Additional Services. Additional Services shall only be provided if previously authorized by the CITY.

Additional Services may include the following:

- Complete plan set submittals to CITY Public Works, Parks, and Planning Development Services for preliminary review and comments.

- Revisions to drawings previously approved by the CITY and regulatory entities due to changes in project scope, budget, schedule, unforeseen subsurface construction conditions or when such revisions are inconsistent with written approvals or instructions previously given, enactment or revision codes, laws, or regulations after the preparation of such documents.
- Preparation of phased bid package(s) with a reduced scope of items defined herein, including construction drawings and specifications.
- Public water main and sewer main extensions.
- Water and sewer capacity evaluations.
- Arkansas Department of Health (ADH) submittals.
- Detention and Water Quality feature design.
- Traffic impact analysis.
- Construction material testing.
- Independent cost estimating by a third party.
- Preparation of re-bid documents due to unsuccessful bids and value engineering.
- Reviewing and evaluating alternative designs proposed by contractors during construction.
- Construction Staking.
- Survey documents for easements.
- SWPPP submittal to ADEQ for review and approval.
- Services required after final acceptance of constructed work.
- Preparation of presentation materials for marketing or purposes other than in-progress approvals.
- Provide consultation, drawings, reports, and other work products related to permits, approvals, and ordinances not described in the scope of services.
- Providing professional services for the field selection of plant materials.
- Voice/Data System, Fiber Optic Network, Access Control/Security System, and Audio System design.
- Utility design or coordination for relocations, and extensions.
- FEMA CLOMR and/or LOMR preparation or submittal.
- Detailed Flood Plain analysis.
- Corps of Engineers permitting including document preparation and submittals.
- Corps of Engineers permitting preparation of NWP pre-construction notification or standard individual permit
- Informal or Formal coordination with the United States Fish and Wildlife Service
- Cultural resources field surveys
- Environmental services.
- Providing services other than those outlined in the scope of services.
- Architectural services.

FEE SCHEDULE

DESIGN

• Task 01: Program Development	\$ 12,640
• Task 02: Design Development	\$ 17,912
• <u>Task 03: Construction Documents</u>	<u>\$ 65,800</u>
	\$ 96,352
• Survey	\$ 17,000
• Hydrologic & Hydraulic Analysis (as needed)	\$ 16,000
• Wetlands Analysis (as needed)	\$ 6,000
• Geotechnical Services	\$ 5,700
• <u>MEP Services</u>	<u>\$ 8,800</u>
	<u>\$ 53,500</u>
	\$149,852

CONSTRUCTION* (to come from Phase III Bond)

• Task 04: Bidding Assistance	\$ 8,160
• <u>Task 05: Construction Administration</u>	<u>\$ 23,800</u>
	<u>\$ 31,960</u>

Total **\$181,812**

**Halff will not begin construction phase services until given notice to proceed by the City of Fayetteville.*

UNLESS OTHERWISE MODIFIED, PLEASE NOTE THAT THE SCOPE OF SERVICES DESCRIBED HEREIN SHALL REMAIN VALID AND CONTINUE IN EFFECT FOR NO MORE THAN (06) MONTHS, AT WHICH POINT SHALL TERMINATE UNLESS RENEWED IN WRITING BY THE CONSULTANT AND CLIENT.

ALL BUDGETS PREPARED WILL BE BASED ON CONCEPTUAL-LEVEL COSTS AND ARE INTENDED FOR BUDGETING PURPOSES. HALFF CANNOT GUARANTEE BUDGETS WILL RESULT IN BIDS OF EQUAL COSTS.



RFQ 23-01 Addendum 2

Halff Associates

Halff Associates

Supplier Response

Event Information

Number: RFQ 23-01 Addendum 2
Title: Engineering and Architectural Services
Type: Request for Qualifications
Issue Date: 1/8/2023
Deadline: 2/7/2023 02:00 PM (CT)
Notes:

The City of Fayetteville, Arkansas, is requesting statements of qualifications from firms interested in providing engineering, architectural, & land surveying services for 2023 street, drainage, bridge, water & sewer, trails, parks, and other projects. Any questions regarding the process shall be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

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

Halff Associates Information

Contact: Michael Watson
Address: 10800 Financial Centre Parkway
suite 500
Little Rock, AR 72211
Phone: (501) 801-2690
Email: mwatson@halff.com

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

Veronica Potter

Signature

Submitted at 1/26/2023 02:39:31 PM (CT)

vpotter@halff.com

Email

Requested Attachments

RFQ 23-01, Response Submittal

Halff Associates Inc_RFQ23-01 SOQ for Engineering and Architectural Services.pdf

Please upload your completed response, including all required forms.

Bid Attributes

1	Arkansas Secretary of State Filing Number:
---	--

800042832

CITY OF FAYETTEVILLE

**RFQ-23-01: STATEMENT OF QUALIFICATIONS FOR
ENGINEERING AND ARCHITECTURAL SERVICES**



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January 26, 2023

City of Fayetteville
Amanda Beilfuss, Senior Purchasing Agent
113 W. Mountain Street
Fayetteville, AR 72701

RE: RFQ-23-01: Statement of Qualifications (SOQ) for Professional Engineering and Architectural Services

Dear Ms. Beilfuss and Members of the Evaluation Committee:

Halff Associates, Inc. (Halff) appreciates the opportunity to present our qualifications to the City of Fayetteville (the City) for Professional Engineering and Architectural Services. Our growing Arkansas **staff of over 100 strong** assists public and private clients in transforming and rehabilitating Arkansas's infrastructure and environment while also preserving its natural resources.

Our statement of qualifications provides a full discussion of our qualifications as a firm, including our company profile, relevant and local project experiences, identification of our proposed key staff, and an overview of their experience delivering similar projects. They all possess the expertise the City will need to move your projects forward.

Our staff of dedicated professionals offers the City a full range of expertise we can adapt to fit your program's needs, including the following services:

- Engineering and Surveying Services
- Preparation of Preliminary and Final Design Plans and Specifications for Streets, Trails, Drainage, Bridges, Utility Locations, Fiber Communications and Environmental Clearance
- Master Planning and Mapping of Pedestrian, Bicycle, and Active Transportation Systems
- Developing Long-Range Project Development Plans
- Water Distribution and Sewer Collection System Improvements
- Conducting Public Coordination and Meetings
- Utility and Regulatory Coordination
- Preparation of Bid Package and Bid Tabulation
- Construction Observation
- Review of Shop Drawings and Contractor Estimates
- Preparation of Record Drawings

Experience: We are a full-service team with technical experts who have the experience, knowledge and understanding of how to successfully execute a wide variety of projects. We bring local experts from various fields to achieve sustainable design results. I will serve as the primary point of contact for this contract with support from senior technical leaders capable of managing any size project.

Communication: Our firm will work with the City to create solutions that reflect your design and project goals. We tailor our teams to your needs, involving you in every step to arrive at consensus-based decisions. Our mission is to communicate so that there are no surprises.

Responsiveness: Our strong local presence allows us to provide responsive services quickly. With more than 1,300 professionals company-wide, our team has the flexibility to expand and contract as your needs dictate. In addition, our team is willing and available to augment staff further in cases that call for co-locations, either temporarily or permanently.

We are excited about the prospect of working together as the City pursues infrastructure initiatives in 2023. If you have any questions about our qualifications, please call me directly at (479) 397-0311 or email me at bmaurer@halff.com.

Sincerely,

Halff Associates, Inc.



Brian Maurer, PE
Vice President

HALFF ASSOCIATES, INC.

2407 SE COTTONWOOD STREET, SUITE 1
BENTONVILLE, ARKANSAS 72712

(479) 273-2209
WWW.HALFF.COM

City of Fayetteville SOQ for Engineering and Architectural Services
RFQ-23-01

01 SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE

Firm History

Halff Associates, Inc. (Halff) is an employee-owned full-service engineering and architecture firm headquartered in Richardson, Texas, with four Arkansas offices located in Bentonville, Fort Smith, Little Rock and North Little Rock.

Our Arkansas presence has over 100 employees and growing. Our team brings new services, resources and a focus on building and maintaining long-term relationships to improve the quality of life in Arkansas.

With Arkansas roots that go back more than 50 years, our professionals have a unique, in-depth understanding of Northwest Arkansas. Our staff specializes in helping public and private clients transform and rehabilitate the infrastructure and environment while preserving its natural resources. In addition, we offer a full-range of planning and design services with industry experts who bring holistic solutions to tough project challenges.

Halff employs more than 1,300 engineers, surveyors, landscape architects, designers and support professionals in Arkansas, Texas, Louisiana, Oklahoma and Florida.



BENTONVILLE OFFICE

Halff Services

The following are other in-house services and expertise Halff performs:

- Public Works
- Utilities
- Subsurface Utility Engineering (SUE)
- Roadway and Drainage
- Flood Control
- Traffic
- Environmental
- Geographic Information System (GIS)
- Mechanical, Electrical Plumbing (MEP) Engineering
- Planning/Landscape Architecture
- Survey
- Construction Engineering and Inspection (CEI)

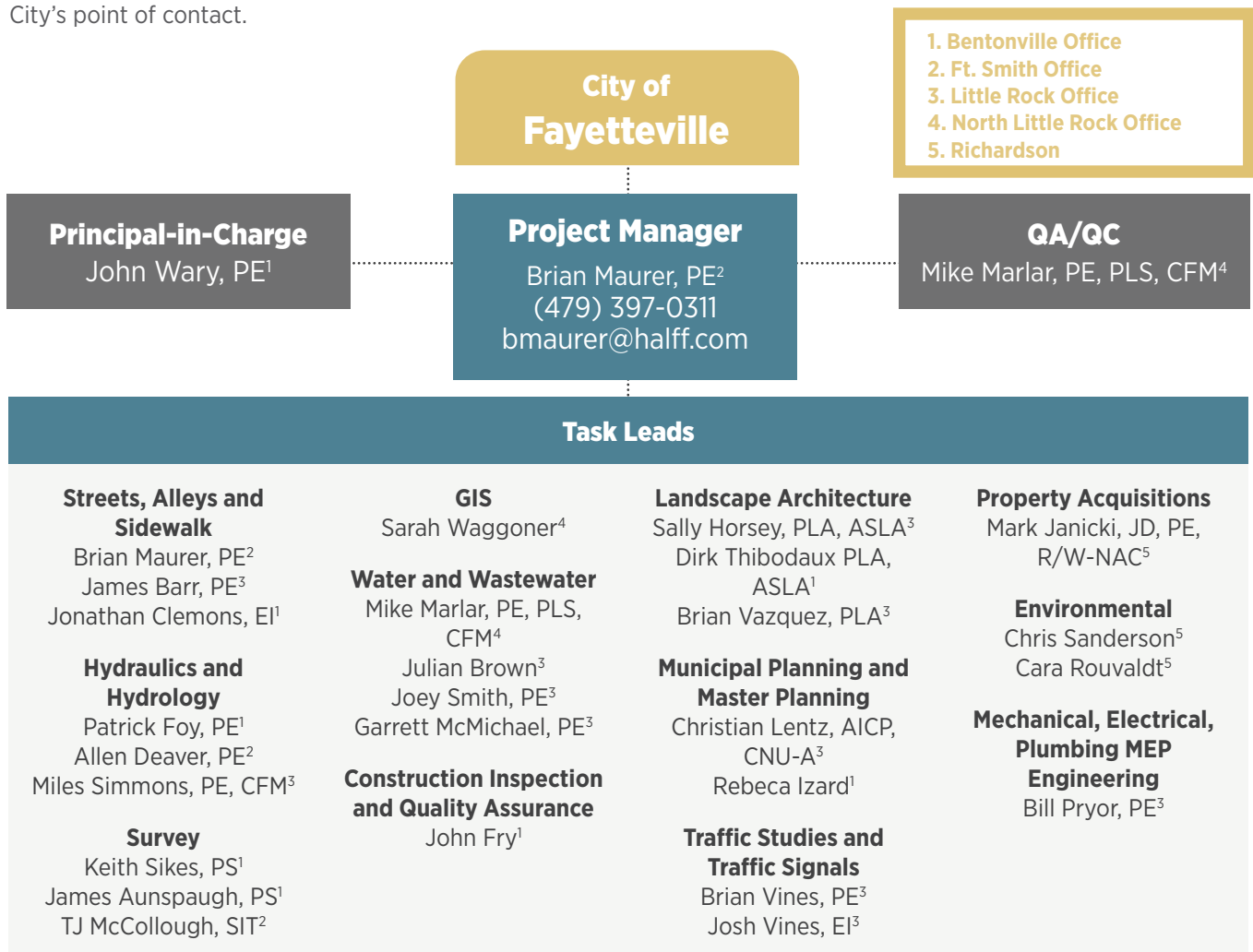


02 CAPACITY AND CAPABILITY

The Halff team has an established reputation for delivering our projects within budget and on schedule, and we are timely in our work and responses to our clients and the public. As indicated below, we have designated a core team for the City of Fayetteville projects. This core team stands ready to serve the City by providing consistent project leadership, a key element to project success. Additional team members will be incorporated as necessary to meet your expectations. With more than sufficient project management and support staff availability, we will prioritize your projects.

The organizational chart below demonstrates staff roles, responsibilities and reporting structure. All personnel listed are qualified to lead a project if the proposed project falls within the discipline listed above their name.

John Wary, PE will serve as the Principal-in-Charge and Brian Maurer, PE will serve as Project Manager and will be the City's point of contact.



Resumes

Resumes for all technical personnel have been provided in the appendix.

Performing Work Within Time Limitations

Through coordination with other Halff offices, we have access to a large pool of qualified professionals. As a result, we are well-equipped to meet your needs and concerns while maintaining the highest standards and your timeline. Project Manager Brian Maurer, PE, has the availability and is fully committed to the City.

Anticipation and Reaction to Change

A firm's reputation can be enhanced or damaged by how well that firm navigates the challenges encountered during the execution of a project. Those challenges might manifest themselves in changes in direction due to unforeseen circumstances like unreliable data, public responses and political pressures. These circumstances represent risks to the project. Our management approach is to anticipate those risks on the front end and develop plans to mitigate them, so they do not result in project delays. Our team uses a risk register to track and update this information throughout the project.

Project Management Approach

Our project management program sets the standard for overall management and establishes a disciplined approach to delivering the highest performance. In addition to the regular reporting described above, the Halff team will appropriately implement a management approach to address professional and technical issues. As a result, we will deliver services to the City resulting in a timely and successful project. Brian will be responsible for providing overall project management and successful project delivery. He has strong skills as a team builder, having led project teams on multiple projects in Arkansas. In addition, Brian has a reputation for responsiveness to clients.

QA/QC Program

The purpose of our QA/QC program is to achieve a high degree of confidence that project execution results in deliverables that meet the client's expectations and the professional standards that we, as engineers, are committed to maintaining. Mike Marlar, PE, CFM, will lead the in-house QA/QC reviews. We develop specific QA/QC procedures for each assignment to achieve technical compliance and identify, track, and correct any possible deficiencies. In addition, we thoroughly address City and stakeholder comments before the next submittal. Finally, we review the project for maintainability, constructability and operability.



Overall Reputation of the Firm

Henry Ford said, "You can't build a reputation on what you are going to do." Our firm's stellar reputation results from our collective successes, and we will continue to build upon that foundation by delivering quality projects to our clients.

We believe that a reputation is built on the following foundational drivers:

- Responsive project management
- Creative solutions
- Quality final product
- Anticipation and reaction to change
- Delighted customers

Our reputation is one of high ethical standards and integrity, and we are known for our commitment to exemplifying ethical business practices among clients, employees, business partners and the community.

03 PAST RECORD OF PERFORMANCE

Halff has performed services for hundreds of counties and municipalities, including the projects listed in the chart on the following two pages, which illustrate our breadth of experience.

		Civil / Environmental	Hydraulics & Hydrology	Structural Engineering	CEI	Landscape Architecture	Surveying	ROW/Easement Acquisition	Planning	Traffic
Roadway	Kimmel Road Improvements, Centerton, AR	■	■				■	■	■	
	Alma Road Improvements Phases I and II, Alma, AR	■	■				■	■	■	
	Kelley Highway Extension, Fort Smith, AR	■	■				■	■	■	
	South Main Street Improvements, Bentonville, AR	■	■		■		■	■		
	Bentonville Sidewalk Improvements, Bentonville, AR	■	■				■	■		■
	Airport Boulevard Realignment, Fort Smith, AR	■					■			
Traffic	Central and Crawford/ Golf Links Traffic Signal Coordination, Hot Springs, AR	■								■
	Fort Smith Downtown Truck and Traffic Study, Fort Smith, AR	■								■
	Highway 64 (Oak Street) Traffic Operations Improvements, Conway, AR	■					■	■		■
Hydraulics & Hydrology	2020 CIP Drainage Improvements, Phase D, Fort Smith, AR	■	■				■	■		
	2021 CIP Drainage, Fort Smith, AR	■	■	■	■	■	■	■		
	FEMA Risk MAP Program, Compass PTS Team		■							
Water and Wastewater Utility	Ramsey Tributary Basin Sewer Improvements, Fort Smith, AR	■			■		■			
	2015 SSA Remedial Measures Phase FL01, Fort Smith AR	■			■		■	■		
	Sunnymede Basin Neighborhood Sewer Improvements Phase 2, Fort Smith, AR	■			■		■			
	Bull Shoals Water Treatment Facility, Bull Shoals, AR	■			■		■	■		
	Sardis Water Treatment Facility, Saline County, AR	■			■		■			
	Gravel Ridge Wastewater Treatment Facility, Pulaski County, AR	■			■		■			

Halff has performed services for hundreds of counties and municipalities, including the projects listed in the chart on the following two pages, which illustrate our breadth of experience.

		Civil / Environmental	Hydraulics/Hydrology	Structural Engineering	CEI	Landscape Architecture	Surveying	ROW/Easement Acquisition	Planning	Traffic	MEP
Landscape Architecture	Majestic Ball Park, Hot Springs, AR	■	■		■	■					
	Conway Soccer Complex, Conway, AR	■	■			■	■		■		
	Pickleball Park, Hot Springs, AR	■	■			■			■		
	Osage Trail, Bentonville, AR					■					
	Stone Dam Creek, Conway, AR	■	■	■	■	■	■	■			
	MacArthur Park, Little Rock, AR	■	■			■			■		
Municipal Facilities	Bentonville Community Center, Bentonville, AR	■	■			■	■	■	■	■	
	Bentonville Municipal Complex, Bentonville, AR	■	■			■	■	■	■		
	Benton County Courthouse Expansion, Bentonville, AR	■			■	■	■	■			
Construction Inspection and Quality Assurance	Windmill Road, Bentonville, AR	■			■		■	■			
	SW Municipal Drive, Bentonville, AR	■			■		■				
	Faulkner Lake Road, North Little Rock, AR	■			■		■				
	Oneida Street Bridge Replacement, Sherwood, AR	■			■		■				
	14th Street Pedestrian Bridge, North Little Rock, AR	■		■			■				
Survey	Bentonville Electric Utilities Department, Bentonville, AR	■	■			■	■	■	■	■	
	Benton County Roads, AR	■	■	■		■	■	■	■		
	Arkansas Game and Fish Commission Regional Office (Chaffee Crossing), Fort Smith, AR	■	■		■	■	■				
	I-30 Crossing, Little Rock and North Little Rock, AR	■	■	■	■	■	■	■	■		
	Arkansas Game and Fish Commission, Five-Mile Sugarloaf Lake Boundary Survey, Sebastian County, AR						■				
Master Planning	Dr. Martin Luther King Jr. Memorial Park, Arkadelphia, AR	■	■			■	■	■	■	■	
	Russellville Parks Master Plan, Russellville, AR	■	■				■	■	■		
	Clark County Regional Trails Master Plan, Clark County, AR	■	■			■	■				
	Mountain Bike Trails Master Plan, Cabot, AR	■	■			■	■	■	■		
MEP	Denton County HVAC Replacement, Denton County, TX										■

Types of Projects & Similar Experience

Roadway



Kimmel Road Improvements

Centerton, Arkansas

This multi-phase project included improvements from the concrete plant on west Kimmel Road to Womack Road, approximately 2,280 feet. From Kimmel Road north to the end of the current improved section on Womack Road is approximately 1,340 linear feet.

The third and current phase includes 3,900 linear feet and right of way acquisition, traffic control and survey documents.

Project improvements included a 28-foot wide 2-lane asphalt-paved section with 2-foot crushed stone base shoulders, earthen ditch sections on both sides, and drainage improvements at storm water crossings along both roads.



Alma Road Improvements Phases I and II

Alma, Arkansas

The project included providing design concepts, cost estimates, final plans, contract administration, feasibility studies, SWPPP and construction observation for the reconstruction and improvements of Cherry Street, Fayetteville Avenue, Westfork Street and East Collum Lane.

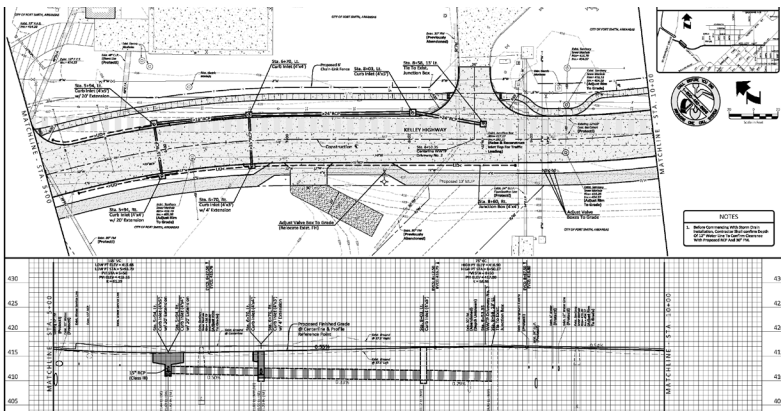
The project increased existing roadway widths, including the addition of turn lanes at major intersections. In addition, we changed the longitudinal and cross slopes of existing roads to improve the drainage and functionality of the corridors. Finally, the project included adding a curb, gutter, underground storm drains, and sidewalks to provide pedestrian access along these corridors.

Airport Boulevard Realignment

Fort Smith, Arkansas

The project is in the final design stage. Generally, it consists of reconstructing approximately 800 lf of Airport Boulevard from Leigh Avenue to its termination at the main entrance to Ebbing Air National Guard Base (AANG). This section of Airport Boulevard exclusively serves inbound and outbound AANG traffic. This project aims to increase traffic capacity better to accommodate the anticipated surge in growth at the AANG and improve security at its main entrance. . The improvements include reconstructing the existing two-lane, estate-type inbound/outbound section to a 27-foot wide curb and gutter section, reconfiguring such to a two-lane outbound only segment, and adding a new 27-foot wide curb and gutter, two-lane inbound only section. Construction is scheduled to commence in May 2023.

Roadway



Kelley Highway Extension

Fort Smith, Arkansas

The project includes the widening and extension of Kelley Highway between Riverfront Drive and Midland Boulevard. Our team will widen the existing two-lane section to a three-lane major collector section consisting of two through travel lanes and a turn lane. In addition, our team provided due diligence, topographic surveys, 3D laser scanning, drainage improvements, utility relocations and right of way easement acquisition.



Sidewalk Improvements

Bentonville, Arkansas

Halff provided design services for improvements that will ultimately include constructing nearly 2,400 linear feet of concrete sidewalk and use paths at four locations in the City of Bentonville for pedestrian and recreational users. The locations required constructing sidewalks in existing residential developments and park settings. The design of the sidewalks included accessibility, drainage and utility improvements and modifications. The NE Cub Circle portion required the construction of a retaining wall to support the sidewalk in areas of awkward grades as well as connecting to existing sidewalks and soft and hard-surfaced recreational trails. Halff designed the improvements and provided construction observation and management services for the project from the bid phase through closeout.

South Main Street Improvements

Bentonville, Arkansas

This project is in the final stage of construction and involves approximately 0.5 miles of roadway improvements/realignment between SW 8th Street and SW 2nd Street. The improvements include minor roadway alignment, underground drainage improvements of up to 48-inch storm drain piping, milling/overlay, new curb/gutter, sidewalks, and landscaping. Halff's services included surveying, design, and construction administration/observation. Construction is scheduled to be completed in early 2023.



Traffic

Central and Crawford/Golf Links Traffic Signal Coordination

Hot Springs, Arkansas

The two intersections were initially designed to operate with one traffic signal cabinet. However, with redevelopment at the Crawford intersection, the signals were redesigned with separate controller cabinets. The coordination project for the City was to develop traffic coordination plans for AM, Noon and PM along Central to include the improvements at the two intersections. In addition, the project included data collection, field inventorying, system modeling, field implementation and before and after travel times.



Fort Smith Downtown Truck and Traffic Study

Fort Smith, Arkansas

Our firm led efforts to perform a needs assessment to determine the type and intensity of truck traffic using the downtown corridor and its effect on road space and downtown accessibility, considering mapped constraints. Working group meetings, a public meeting and one-on-one stakeholder interviews developed the goals and directives of the study. The study focused on developing alternatives to reduce truck traffic and blend with ongoing planning efforts in the downtown area. Alternatives were evaluated against performance measures to determine the preferred alternative. We developed an implementation plan including short-, mid-and long-term improvements. The study also included the traffic evaluation of changing one-way streets to allow two-way traffic on North A and B and 10th and 11th Streets. Again, alternatives were evaluated, and the preferred scenario was selected and documented as part of the final report.

Highway 64 (Oak Street) Traffic Operations Improvements

Conway, Arkansas

This Highway 64 project included conducting traffic counts, surveying, conducting an existing traffic signal inventory and checking ADA conformity of the existing intersection. We also provided environmental documentation, performed a system engineering analysis on nine signalized intersections, developed advertisement and selection criteria to select a traffic adaptive signal timing system vendor for the corridor, developed traffic signal coordination plans and developed traffic improvement plans to ARDOT design standards.

Hydraulics and Hydrology (H&H)



2020 CIP Drainage Improvements, Phase D

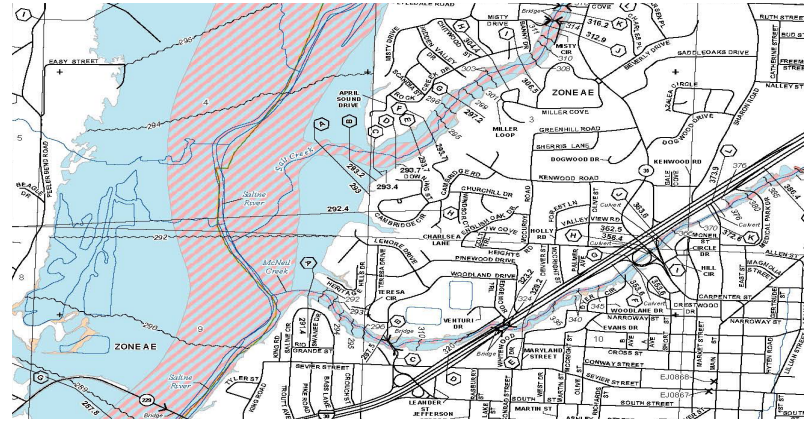
Fort Smith, Arkansas

An existing earthen channel on the University of Arkansas-Fort Smith campus was experiencing significant erosion, undermining an adjacent roadway, and compromising public safety. Halff provided design services to construct a new double 10- by 5-foot box culvert section and converted the open channel to usable greenspace for the University. The design included a hydrologic analysis of a 280-acre drainage basin and a subsequent hydraulic analysis of the proposed drainage system.

2021 CIP Drainage Improvements

Fort Smith, Arkansas

This project to increase the capacity of an existing underground drainage system to relieve occasional flooding of buildings along Phoenix Avenue near the intersection with 46th Street is in the final stage of design. The improvements propose replacing the existing drainage piping with approximately 900 linear feet of an eight- by four-foot concrete box culvert, including upgrading a section of an earthen 900 linear feet channel to a concrete-lined channel. The design included a hydrologic analysis of an approximate 68-acre drainage basin and subsequent hydraulic analysis of the proposed drainage system.



FEMA Risk MAP Program, Compass PTS Team

FEMA Region 6, Arkansas, Louisiana, Oklahoma, New Mexico and Texas

Our firm is a Joint Venture (JV) Partner of the Compass PTS team, one of two teams selected by FEMA for a national five-year contract to provide Production and Technical Services (PTS) to support FEMA's Risk Mapping Assessment and Planning (Risk MAP) Program. AECOM and CDM Smith lead the Compass JV. As a part of this contract, each of FEMA's 10 Regions was assigned to one team. As a result, Compass was selected to serve as the FEMA Region 6 Regional Service Center (RCS), provide technical support to the FEMA staff and answer questions from communities and stakeholders throughout Arkansas, Louisiana, Oklahoma, New Mexico, and Texas (the five states in FEMA Region 6).

Typical tasks for the RSC include investigating congressional inquiries and responding to stakeholder questions on flood insurance, floodplain mapping, and flood risk questions. Additionally, support is provided for the ongoing technical and planning tasks for the FEMA Region, including levee support, technical reviews, and GIS-based status tracking and reporting. Finally, with the severe flooding throughout the region over the past two years, an essential part of this contract has provided on-call disaster support for FEMA Region 6.

In addition to the Standard Operations task order that funds the RSC activities, Compass also performs detailed hydrologic and hydraulic analyses to support the accurate identification of flood risk throughout the region.

Water and Wastewater Utility



Ramsey Tributary Basin Sewer Improvements

Fort Smith, Arkansas

This project included 2,000 linear feet of sanitary sewer improvements, including rerouting and capacity improvements to a section of the existing 8-inch sewer main in the Ramsey Tributary drainage basin. Capacity improvements consisted of upgrading the existing main to 15-inch and 12-inch diameter primarily to accommodate wet weather flows within the system.



2015 SSA Remedial Measures Sub Basin FL01

Fort Smith, Arkansas

This project included approximately 23,823 linear feet of sanitary sewer rehabilitation consisting of complete removal and replacement, cured-in-place pipe lining and pipe bursting. All of the collection system manholes and sanitary sewer lines that had a National Association of Sewer Service Companies (NAASCO) score of four or five were rehabilitated or repaired.



Sunnymede Basin Neighborhood Sewer Improvements, Phase 2

Fort Smith, Arkansas

This project included 8,700 linear feet of sanitary sewer improvements, including rerouting and capacity improvements to multiple sections of existing sanitary sewer mains in the Sunnymede drainage basin. Capacity improvements included upgrading existing 6-inch to 10-inch diameter mains to 8-inch to 15-inch diameter primarily to eliminate undersized mains and accommodate wet weather flows within the system.



Sardis Water Treatment Facility

Saline County, Arkansas

The Sardis Water System serves more than 5,000 customers in southern Pulaski and eastern Saline County. Our team provided services to the Association for designing and constructing a new \$3.5 million water treatment facility, including chemical coagulation and mixing, clarification and filtration units, new wells, and service pumps. The project began construction in March 2020 and was completed in December 2020. We provided planning, design, and construction engineering services.

Water and Wastewater Utility



2021
ACEC Arkansas
Engineering
Excellence
Award Winner

Bull Shoals Wastewater Treatment Facility

Bull Shoals, Arkansas

Our firm worked with the City of Bull Shoals to replace the existing Wastewater Treatment Plant, and upgrading the existing collection system. The firm assisted the City of Bull Shoals in securing \$9 million in grants and loans to fund the project. Four million dollars of the funding is being provided through a USDA grant. Halff developed a comprehensive preliminary engineering report (PER) for the project for the City to use in pursuing project funding. The PER included assessment of the environmental impact of the project options as well as preliminary cost estimations.

The design of the projects were completed in Spring 2018. Attention to detail was imperative during this design process. Developed a grading plan that conformed to the rugged terrain and ensured the adjacent White River was protected during construction were primary goals of the design team in developing construction drawings and planning the construction phasing. The new plant has been designed so the existing plant can stay in service until the new plant was activated.

The rehabilitation of the existing collection system includes open-trench replacement of more than 1.5 miles of existing sewer mains. The mains selected for replacement follow the alignment of valley streams that drain to the White River. Decades of erosion resulted in mains that were shallow and exposed and susceptible to inflow and infiltration (I&I). The new lines were designed with adequate cover and watertight manholes to reduce the City of Bull Shoals I&I issues.

Our firm assisted the City of Bull Shoals with construction and contract management after the groundbreaking. Project reports, pay requests, change orders and close out documents were prepared by Halff. The firm also provided full-time construction observation through the duration of the project. Construction was completed in mid-2020.

Water and Wastewater Utility



Gravel Ridge Wastewater Treatment Facility Improvements

Pulaski County, Arkansas

The Gravel Ridge Sewer Improvement District (SID) No. 213 of Pulaski County provides wastewater service to more than 1,500 customers in northern Pulaski County and treats its wastewater with facultative lagoons. The Arkansas Department of Environmental Quality (ADEQ) permits this facility, and the current treatment process was out of compliance. SID No. 213 retained our firm to plan and design a new treatment system to meet current National Pollutant Discharge Elimination System (NPDES) permit limitations. Halff also assisted with funding applications through the Arkansas Natural Resources Commission (ANRC) Revolving Loan Fund Program. The new five-million-dollar treatment process includes mechanical screening, extended aeration/activated sludge process, clarification, UV disinfection, tertiary filtration, and flow measurement at \$5 million. We provided planning, design, and construction engineering services.

Landscape Architecture



Majestic Ball Park

Hot Springs, Arkansas

The historically rich location served as the spring training facility for the Boston Red Sox, Cincinnati Reds, Brooklyn Dodgers, and St. Louis Browns. With baseball Hall of Famers such as Babe Ruth, Hank Aaron, Ty Cobb, Jackie Robinson, and many more have played in the area, this park's plan was set to tell the story of baseball in Hot Springs. Halff prepared a unique master plan and construction documents for the five-field (artificial turf) baseball complex. The park includes four little league fields, one college-size field with a grandstand, and terraced seating areas with custom shade structures and amenities. Red brick, steel trusses, metal roofing, and site furnishing details throughout the park are intended to create a facility like non-other.

The site was not without challenges. In addition to the small property size for five fields, there is an overhead utility easement that runs along the entire east side of the park, creating the need for the thoughtful placement of sports lighting poles. Since the site is located within the floodplain, careful planning of field elevations in conjunction with projected flood modeling was needed to provide a no-rise impact on the site. Questionable soils required bridging of sub-base for the fields, and a steep hillside had to be manipulated to fit the program needs on site.



Conway Soccer Complex

Conway, Arkansas

Halff is providing the City of Conway a soccer complex master plan including ten lighted soccer fields adjacent to Curtis Walker Park. The master plan includes an interior playground, concession/restroom facility, a perimeter trail and internal sidewalk system, and preservation of existing mature hardwood trees along the creek.

Pickleball Park

Hot Springs, Arkansas

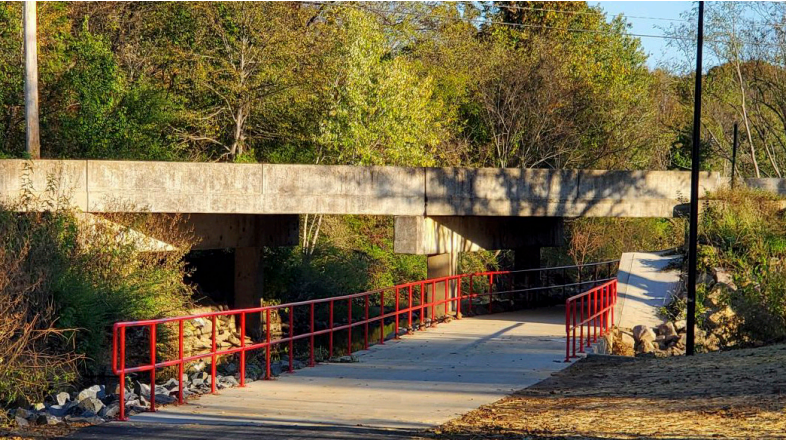
Halff Associates is currently providing park master planning services for a new pickleball facility in Hot Springs. This project site is 4.12 acres located at Greenwood Avenue and Richard Street and will include pickleball courts, trails, playground, picnic areas, parking and more. The site includes over 25-feet of elevation change, significant trees and an expansive amount of deteriorated existing asphalt that will be removed to transform this site from a forgotten piece of property to a beautiful neighborhood park.

Osage Trail

Bentonville, Arkansas

Halff provided design services for approximately 7,150 linear feet of the 12-foot-wide concrete trail for the NWA Trailblazers. The trail, which has two street crossings and a Contech bridge, runs parallel to Osage Creek and connects the Willowbrook Farms subdivision to the Walmart Fashion Distribution Center.

Landscape Architecture

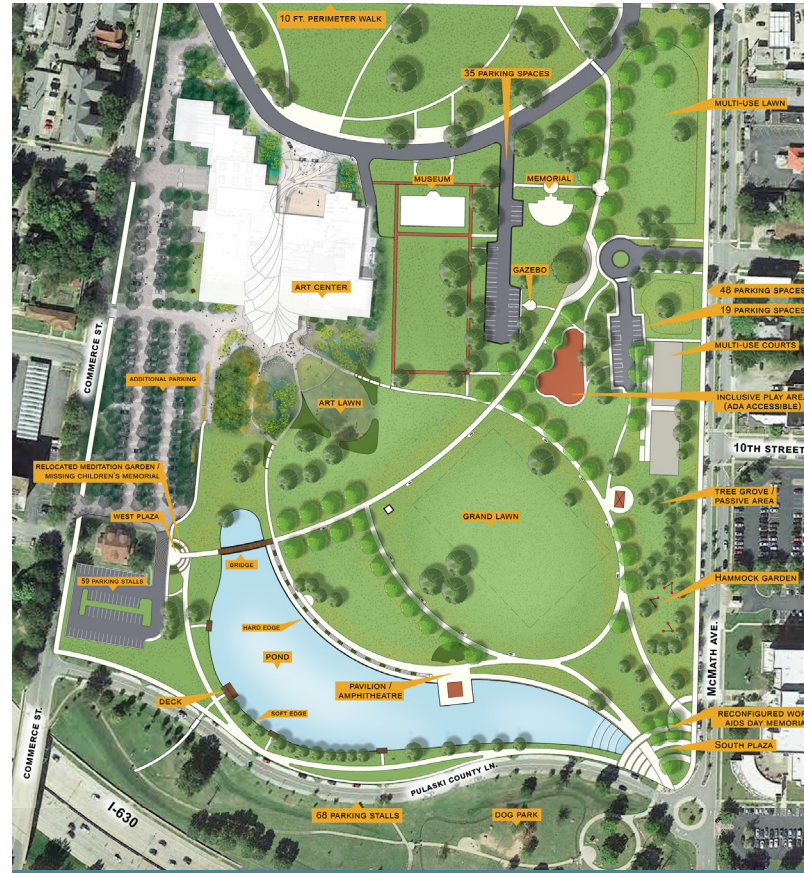


Stone Dam Creek Trail

Conway, Arkansas

Our firm prepared conceptual through final design and construction documents for the City of Conway for the design of Stone Dam Creek Trail. This portion of the trail will connect from Mimosa Street to South German Street with two trailheads and 5,200 linear feet of trail. Halfff design services included site layout, grading, drainage, hydrology, structural, landscape architecture, wetland delineation, COE permitting and cost estimation. Halfff performed field surveys and prepared concept plans and cost estimates within a five-week timeframe enabling the City to submit for the TAP funding successfully.

Neighborhood connections included a study of a pedestrian bridge crossing the creek for trail connectivity. Cost analysis for the trail crossing at Donaghey Avenue included the following grade separation options: a new vehicular bridge, routing under the existing bridge, a pedestrian tunnel under Donaghey, or an at-grade crossing with a Hawk Signal.



MacArthur Park

Little Rock, Arkansas

Halfff prepared a master plan for improvements at MacArthur Park that coincide with the adjacent Reimagined Arkansas Arts Center reopening. We designed new pedestrian and revised vehicular circulation, reorganization of outdoor use areas, and access point and pond reconfiguration. In addition, our team provided amenities, design standards and details to the City of Little Rock Parks and Recreation Department.

City of Fayetteville SOQ for Engineering and Architectural Services

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Municipal Facilities



Bentonville Community Center

Bentonville, Arkansas

Our firm provided the City with a 35-acre “green field” site with a 101,000 square foot facility for aquatics, fitness, and meeting spaces. Planning and design for extending public streets (4,000 linear feet) and water and sewer mains (6,300 linear feet total) to the site, parking area design to accommodate 383 vehicles, and design of site grading and drainage facilities, including appropriate SWPPP measures.



Bentonville Municipal Complex

Bentonville, Arkansas

Halff provided civil design for a 40-acre site with a 107,000-square-foot building and 178 parking spaces. Site planning and design included detention, wetlands permitting, SWPPP, sanitary and water design, airport clearances, public streets, surveying and platting, contract administration and observation.



Benton County Courthouse Expansion

Bentonville, Arkansas

This project included a building addition of approximately 6,264 square feet. Parking was designed and constructed between the court and administration buildings, providing ten spaces more than what previously existed. The new layout provides a large greenspace area and a sidewalk connection between the two buildings. Four drives along East Central Avenue were eliminated, with one main entry drive constructed. A twelve-foot-wide sidewalk was constructed along East Central Avenue, and an eight-foot sidewalk was constructed along NE 2nd Street. Stormwater was directed to 2nd Street on the north, and the south half of the site was collected and directed to the existing curb inlet on East Central Avenue.

Construction Inspection and Quality Assurance



Windmill Road Improvements

Bentonville, Arkansas

This project was a joint effort with Bentonville Schools, the City of Bentonville and Benton County. Improvements were made from the intersection of Bright Road extended east to Hwy 112 to City of Rogers standards. The project consisted of the widening and reconstruction of 6,700 linear feet of Windmill Road. Improvements included a 30-foot asphalt section with gravel shoulders and drainage ditches. The project included ROW acquisition, surveying, utility relocations, storm sewer design, pavement design, striping and signage, traffic control design and construction observation.



Faulkner Lake Road Improvements

North Little Rock, Arkansas

This project for the City of North Little Rock included raising the road above the base flood elevation and widening Faulkner Lake Road to accommodate bike lanes. In addition, the project is in a FEMA flood designation of Zone AH. The design included providing culverts to allow the backwater surface elevation to remain the same on both sides of the roadway. The project included utility coordination and permitting.

Southwest Municipal Drive

Bentonville, Arkansas

This project included the design and construction of a new City street associated with the new municipal complex. The improvements included 2,600 linear feet of 30-foot-wide curb and gutter with storm drainage, street lighting, and landscaping. Our team provided surveying, design, and construction phase services.

Construction Inspection and Quality Assurance



Oneida Street Bridge Replacements

Sherwood, Arkansas

The Oneida Street Bridge Replacement project involved the replacement of an existing two-lane bridge on Oneida Road over Kellogg Creek that had become structurally deficient. The existing 96-foot-long bridge was built in 1975 on timber piles with a 24-foot-wide concrete deck. The project is a partnership between the City of Jacksonville, the City of Sherwood and Pulaski County. The City of Sherwood was the lead agency. The project included environmental, topographic survey, hydraulics and hydrology, roadway and bridge design and right of way exhibits. Metroplan funded the project construction in August 2018.

The project includes design and construction services for a three-span precast ARDOT C-Beam bridge replacement and reconstruction of the roadway approaches. The proposed bridge cross-section is 38 feet wide and 130 feet long to meet the Central Arkansas Regional Transportation Study (CARTS) standards. The proposed structure will lengthen the bridge from approximately 90 to 131 feet. This will allow for removing the vertical abutments while maintaining the hydraulic capacity. A five-span ARDOT precast superstructure will be supported on concrete bents with steel piles. Challenges included working around existing foundation elements and limiting the impact on the adjacent roadway sections. The hydrology and hydraulics report looked at the existing and proposed conditions with and without the floodplain downstream at Bayou Meto.

14th Street Pedestrian Bridge

North Little Rock, Arkansas

This project involves designing a ten-foot-wide pedestrian bridge over the Union Pacific Railroad tracks along 14th Street between Maple Street and Willow Street. Union Pacific Railroad will remove a vehicular bridge condemned for several years. The pedestrian bridge would replace the vehicular bridge, allowing pedestrian movement even if a train is stopped on the tracks. The other non-at-grade railroad track crossing is 12 blocks north of this location.

In the current configuration, pedestrians opt to climb between cars and stopped trains to cross rather than waiting or walking north, creating unsafe conditions. The proposed bridge spans 140 feet and is 10 feet wide. The ends of the bridge will be ADA accessible with ramps or sufficient regarding the approaches at each end. The North Little Rock Boys & Girls Club is two blocks south of the proposed pedestrian bridge location, increasing the safety and mobility of users of the club.

Survey

Bentonville Electric Utilities Department

Bentonville, Arkansas

Halff provided survey services and coordinated field crews to provide pole inventory and mapped areas of possible improvements by pole types, utilities, and road improvements that would be necessary for the future location of new poles. Poles were staked, as needed for BEUD, with appropriate flagging and offsets for poles.

SW Municipal Drive, Kimmel Road, Seba Road, Windmill Road, Gator Blvd and Bright Road

Benton County, Arkansas

Halff has provided boundary, topographic, construction surveys, boundary determination for adjacent properties, existing and proposed right of way locations and acquisition descriptions and exhibits, and existing and proposed right of way determination and platting. Additionally, we have provided construction stake-out for road construction and right of way limits for utility relocations and fences.



Arkansas Game and Fish Commission Regional Office (Chaffee Crossing)

Fort Smith, Arkansas

Halff provided concept site planning for the regional office of the Arkansas Game and Fish Commission. This “hidden site” was designed to blend with the surrounding environment and included a 7,000-square-foot building on a two-acre site. The project consisted of completing a topographic survey, site improvement plans, coordinating off-site water system improvements with the City of Fort Smith Utilities, and coordinating the septic system design and installation to serve the facility and construction administration.

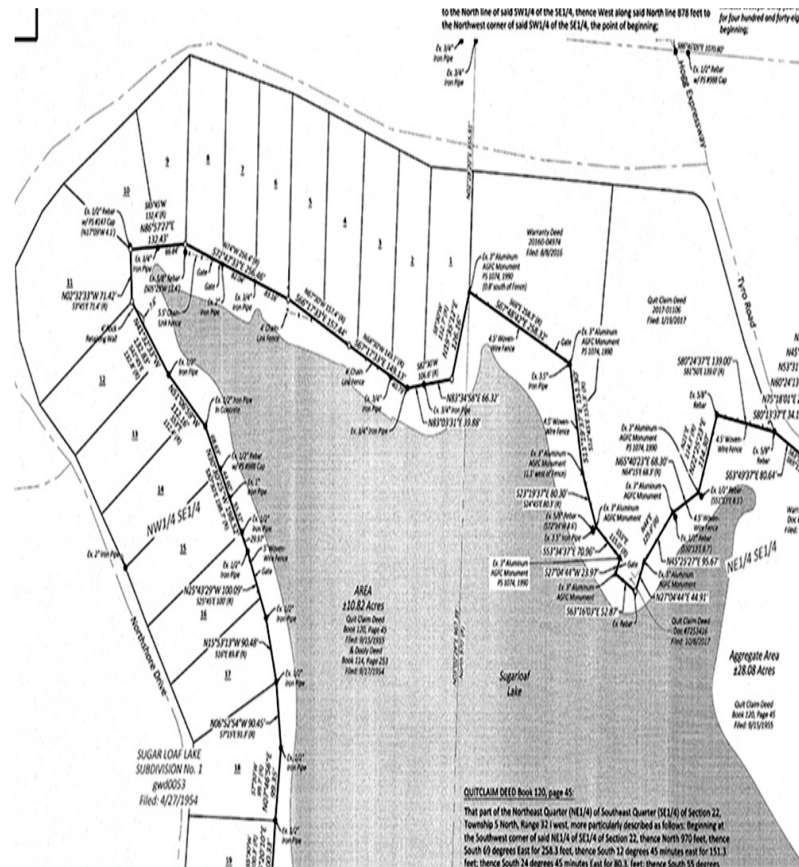
Survey



I-30 Crossing, Arkansas Department of Transportation

Little Rock and North Little Rock,
Arkansas

The I-30 Crossing project includes the widening, realignment, and replacing multiple bridges along Interstate 30 through downtown Little Rock and North Little Rock, Arkansas. Halff's responsibilities include relocating water distribution facilities owned by Central Arkansas Water, including topographical surveys, Subsurface Utility Engineering (SUE), and Design and Construction Administration. This involves approximately 3,000 linear feet of waterlines, ranging in size from two- to 20-inch diameter, at eleven separate locations throughout this project. Construction methods will include open-cut trenching and traditional jack and bore trenchless methods. Substantial coordination is required to avoid future conflicts with roadway improvements and other utility relocations.



Arkansas Game and Fish Commission, 5-Mile Sugarloaf Lake Boundary Survey

Sebastian County, Arkansas

Halff provided a boundary retracement survey and section breakdown for lands owned by Arkansas Game and Fish around the perimeter of Sugarloaf Lake. The boundary survey of 378.60 acres comprised approximately five miles of perimeter boundary line. Aerial (UAS) imagery was used to identify evidence of possession and encroachments. This survey required careful attention to fieldwork procedures, with the boundary retracement analysis, in the analysis and methods used to reestablish the platted boundaries and to establish the boundary in areas that had not been previously surveyed.

Master Planning



Dr. Martin Luther King Jr. Memorial Park

Arkadelphia, Arkansas

Our firm is providing park master planning services for the City of Arkadelphia. Services include programming with stakeholders, public input meetings, concept plans, preliminary and final master plan development, opinions of probable costs and funding opportunities. This two-acre site will celebrate the life of Dr. Martin Luther King Jr. through education, cultural interpretation, experiential walks, artistic expression, personal reflection and recreational opportunities while conveying the history and values of the citizens of Arkadelphia. The park edge along Pine Street features a streetscape with canopy trees, banners, green buffer and sidewalk, a widened pedestrian area for entry to the park and plantings to soften the street edge. Parallel parking, sidewalks and trees have been added along the 15th street park edge. The sidewalks within the park provide educational opportunities with signage along the pedestrian routes.



Russellville 2020 Parks Master Plan

Russellville, Arkansas

Halff developed the Russellville Parks Master Plan, which was adopted in 2020. It included a robust outreach and input process to help identify community needs and to help build consensus on future priorities. During the plan preparation process, the city was also going through an election to determine if citizens would support an extension of the one-cent sales tax. The plan was used to help identify what quality of life improvements would be considered part of the 10% allocation of the city's overall sales tax.

A three-tiered analysis was undertaken, including 1) access-based (including accessibility), 2) demand-based (i.e., community wants and needs) and 3) resource-based (maximizing local natural and cultural resources). The resulting plan document focused on enhancing parks by providing safe, well-maintained parks, trails, and public places.

Master Planning

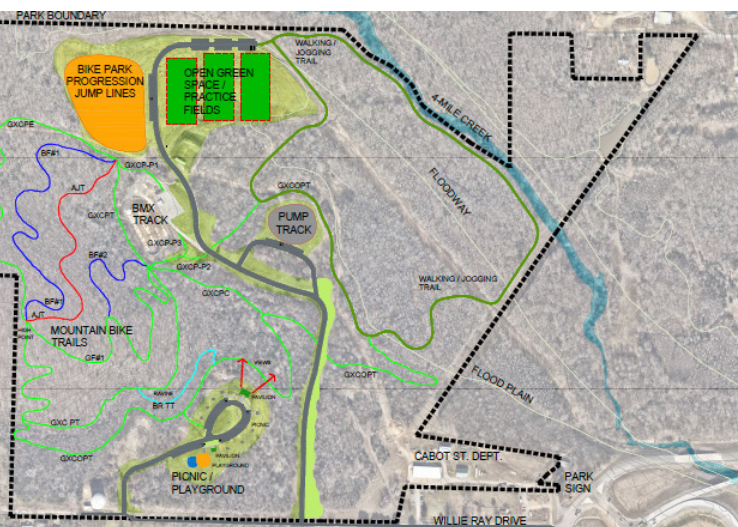
Clark County Regional Trail Master Plan

Clark County, Arkansas

Halff is assisting the Arkadelphia Regional Economic Development Alliance (AREDA) with visioning, planning and conceptual design to prepare for developing a regional multi-use trail connecting areas around Clark County, including DeGray Lake, Caddo Valley, the Ouachita River, and the City of Arkadelphia. The Clark County Regional Trail will include soft surface and paved connections to the existing trail system in Arkadelphia and mountain bike trails at DeGray Lake.

Halff has worked with AREDA stakeholders to develop a vision and goals for this project and is currently analyzing the trail route opportunities connecting the Clark County communities that will focus on cultural, historical, and natural destinations. The recreational considerations for this regional trail include possible off-street and on-street segments for walking, hiking, and biking to serve recreational and active transportation needs suitable for a broad cross-section of users.

In addition to the data collected via land use maps and plans, FEMA boundary maps, utility information, etc., Halff has held interactive workshops for working partners and community collaborators/leaders to discuss trail route options, design, and general goals and objectives and will interpret ideas and suggestions into a series of recommended trail locations including alternative routes. Upon completion of the study, Halff will deliver to AREDA a graphically detailed Master Plan with corresponding maps, alignment plans, preliminary plans for Phase 1, and cost projections.



Mountain Bike Trail Master Plan

Cabot, Arkansas

The City of Cabot needed a multi-use trail plan that included mountain bike trails. After public input from Cabot residents, site inventory, and site reviews, Halff (in conjunction with IMBA Trail Solutions) developed a master plan for the City of Cabot Regional Park. This 200-acre park included an existing BMX track and two closed municipal construction landfill sites. The new plan includes more than three miles of mountain bike trails of various skill levels ranging from beginner to advanced jump trails. Support facilities include parking, entry signage, a playground, picnic areas, and restrooms.

Mechanical, Electrical and Plumbing (MEP) Engineering



Thomas G. Abernethy Federal Building Equipment Replacement

U.S. General Services Administration, Aberdeen, Mississippi

The project is primarily an HVAC replacement project coupled with abatement and waterproofing efforts. The building is 56,000 sf with an estimated construction cost of \$21 million, with HVAC costs at \$12.2 million. This is a design-build project with an estimated MEP design fee of \$1.2 million.

The design includes a new 175-ton water-cooled chiller system for the three-story building. The system includes a dedicated outdoor air system with an energy recovery component and a new building management system to pretreat the ventilation air.

Cost Control

The ability to provide services to our clients within established budgets has been a trademark of Halff throughout our history. Our success in maintaining budgets is evidenced most readily by our ability to design projects within their budgets and, if necessary, to recommend design solutions that will reduce the construction cost to within the budgeted amount while still providing a highly functional project.

During the design process, Halff performs quantity take-offs and develops statements of probable costs to compare potential construction costs with budgeted amounts. Typically staff who develop cost estimates are architects and engineers involved directly in the design effort and, therefore, are familiar with the project, design intent, materials used, as well as construction methods and anticipated phasing. A summary of representative cost control methods includes:

- Preparing a conceptual budget based upon systems unit costs and experience in the project type.
- Reviewing and refining the design so the project remains within budget.
- Performing on-going value engineering.
- Comparing the project cost statements to established industry standard costs.

We will stay in close contact with City staff to confirm that the design is proceeding toward the intended goals and that the design team's directives are clear, focused and within budget.

**We improve lives
and communities
by turning ideas
into reality.**

Quality of Work

We keep an eye on our projects throughout the design phase to understand changes that may be happening within and adjacent to our project limits. This is especially important in communities like Fayetteville, where timing is critical for coordination to achieve the most economically compatible solutions. We also look for ways to make assets sustainable and easier to maintain. This reduces the workload for staff and, ultimately, the impact on the taxpayer.

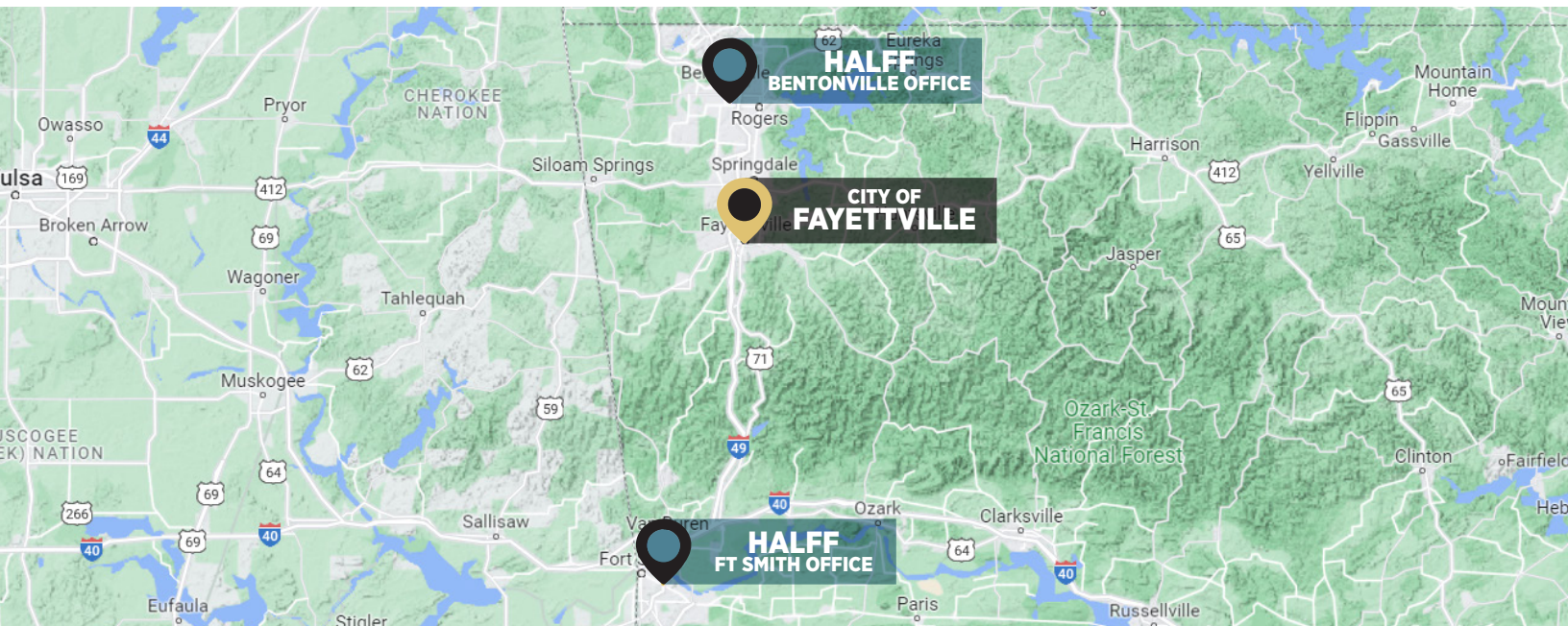
Halff is also committed to serving the City staff in any way that will assist them with their needs to deliver a project. For example, on multiple occasions, Halff has assisted municipal clients by fully coordinating and preparing comprehensive bidding/specification documents that included the work of other consultants that were under contract to the municipality for related work in the same geographical area. This allowed the municipality to bid and manage the construction of the work under a single contract rather than multiple contracts. Halff's approach to managing and successfully completing a project takes advantage of our strong local planning and engineering design expertise in our projects.

Availability to Meet Schedules and Deadlines

Maintaining the work schedule is one of the elements that will define success for contracts. Halff has a reputation for meeting the schedules that have been laid out by the project's owners. Our key to successful project execution is developing the project schedule up front and identifying the required staffing levels. An integral part of developing the schedule is involvement with both the client and relevant regulatory agencies. Our technique includes using partnering sessions at the beginning of the project and obtaining commitments from project partners to expedite the decision-making and review process.

A successful schedule allows the project to develop in an orderly manner. Brian has the resources and authority to develop the project schedule and to assign resources to meet the schedule. He will be responsible for developing and maintaining the project schedule. He can sequence tasks so multiple tasks are worked on concurrently, thereby reducing the overall project schedule.

04 PROXIMITY AND FAMILIARITY



Proximity and Familiarity

Halff's infrastructure and development projects have touched all corners of Northwest Arkansas, from survey, roadway and drainage projects to multiple development projects, utility installations, relocations and improvements. Our Bentonville and Fort Smith offices have provided infrastructure solutions to the area for over 21 years. We know NWA well.

Our infrastructure projects include: Southwest 21st Street in Rogers, New Hope Road drainage improvements, City of Rogers sidewalk improvements, Southwest I Street/Walton Boulevard Intersection Improvements, Southwest I Street/Arkansas Hwy 112, Bentonville South Main Street improvements, Windmill Road, and Southeast C Street in Bentonville, and Kimmel Road, Gamble Road, Seba/Keller Roads, Gator Boulevard and Allen Road in Centerton.

Noteworthy site development projects include dozens of schools in the area including, Evening Star Elementary in Rogers, Rogers Public School Services Building, Bentonville West High School, Fire Station No. 8 in Rogers, the Benton County Courthouse Expansion, the Bentonville Utility Complex, and the Bentonville Community Center and trails.

Additionally, we provided survey and civil design services (including roadway) for several dozen subdivisions in the area including, Morningside Estates, Vaughn Road subdivision, Keller/Seba subdivisions, Kerelaw Castle, Stoneburrow, Copper Oaks, Pogai, Centerpoint Apartments, Kimmel Ridge Duplexes, Barrington Place, 102 West Apartments, Brick Loft Apartments, and Crescent View Subdivision to name a few.

05 APPENDIX

- Team Resumes
- Required Documentation





Brian Maurer, PE

Brian brings 27 years of experience with more than \$100 million in civil design and/or construction projects in the River Valley and Northwest Arkansas. Brian's extensive expertise in project management and design of roadway, drainage, aviation and underground utility improvements has aided many municipal projects in the region. Brian's primary focus is design of public works projects.

REPRESENTATIVE PROJECT EXPERIENCE

South Main Street and Off-Site Drainage Improvement, Bentonville, Arkansas

- Principal-in-Charge and Project Manager. The project involved approximately 0.5 miles of roadway improvements/realignment between SW 8th Street and SW 2nd Street, including off-site drainage improvements along SE 3rd Street. The project included minor roadway alignment changes, milling/overlay, new curb/gutter, sidewalks, and landscaping.

SE "C" Street Reconstruction, Bentonville, Arkansas - Project Engineer. Assisted with the design of approximately 595 linear feet of 30-foot back-to-back asphalt street, including 1,190 linear feet of curb and gutter, 600 linear feet of RCP storm sewer, sidewalks, and various additional items of work.

Ramsey Tributary Drainage Improvements (Phase "A"), Fort Smith, Arkansas

- Project Manager. Responsible for the hydrologic analysis and design of 3,400 linear feet of U-shaped reinforced concrete channel improvements through the Von Hatten Estates and Druid Hills neighborhoods to improve drainage capacity in the basin. The improvements also included a section of 9- by 4-foot and 7- by 4-foot box culvert installation and other lateral drainage connections totaling approximately 1,000 linear feet of storm drainpipe ranging between 15 and 54 inches in diameter.

Kimmel Road Improvements (Phase I), Centeron, Arkansas

- Lead Designer. Responsible for 1,800 linear feet of roadway improvements, which included a 28-foot-wide, two-lane asphalt-paved section with two-foot crushed stone base shoulders, earthen ditch sections, drainage improvements and construction observation.

Kelley Highway Extension, Fort Smith, Arkansas - Principal-in-Charge, Project Manager and Lead Designer. Responsible for approximately 7,000 linear feet of roadway extension for Kelley Highway, a three-lane major collector, between Riverfront Drive and Midland Blvd, including reconstruction of crossing streets. The project includes drainage improvements, utility relocations and ROW easement acquisition.

North Albert Pike Widening/Reconstruction, Fort Smith, Arkansas

- Designer. Responsible for approximately 5,500 linear feet of roadway widening/reconstruction of N. Albert Pike Avenue, a three-lane collector, between Free Ferry Road and Grand Avenue, including reconstruction of crossing streets. The project included drainage improvements, water and sanitary sewer relocations and ROW easement acquisition.

ROLE

Project Manager
Streets, Alleys and Sidewalk
Task Lead

EXPERIENCE

27 years

EDUCATION

BS, Civil Engineering, University
of Arkansas

REGISTRATION

Professional Engineer -
Arkansas No. 10222

**ROLE**

Principal in Charge

EXPERIENCE

30 years

EDUCATION

BS Civil Engineering, University of Kansas

REGISTRATION

Professional Engineer - Arkansas No. 9728

“It’s not about the company winning an engineering project, it’s about building trust with our clients with honest input.”

John Wary, PE
Principal in Charge
Halff

John Wary, PE

John brings over 30 years’ experience with more than \$150 million in civil construction projects in Northwest Arkansas and regionally, including schools, roadway, drainage, and large-scale commercial and residential development projects. Particularly, John has focused on leading Morrison-Shipley’s projects within Bentonville and surrounding cities.

REPRESENTATIVE PROJECT EXPERIENCE**SE “C” Street Reconstruction, Bentonville, Arkansas** - Project Manager.

Responsible for the design and overseeing of the construction of approximately 595 linear feet of 30-foot back-to-back asphalt street, including 1,190 linear feet of curb and gutter, 600 linear feet of RCP storm sewer, sidewalks, and various additional items of work.

SW “I” Street Improvements, Bentonville, Arkansas - Project Manager and Lead QC.

Responsible for the widening and reconstructing of 3,400 linear feet of SW I Street. The improvements included 3-lane, 36-foot-wide curb and gutter section with storm drain and water upgrades. R/W acquisition, surveying, design, construction observation and assisting the city with project management.

SW Municipal Drive, Bentonville, Arkansas - Project Manager.

Responsible for the design and construction of the new City street associated with the new municipal complex. Improvements included 2,600 linear feet of 30-foot-wide curb and gutter section with storm drainage, street lighting, and landscaping. Services included surveying, design, and construction phase services.

Windmill Road Reconstruction, Bentonville, Arkansas - Project Manager.

Responsible for the widening and reconstruction of 6,700 linear feet of Windmill Road. Improvements included a 30-foot asphalt section with gravel shoulders and drainage ditches. R/W acquisition, surveying, design, and construction observation. The project was a joint effort with Bentonville Schools, Bentonville, and Benton County.

Highway 112 Development, Bentonville, Arkansas - Project Manager.

Responsible for the project, which involved boundary and topographic surveying and preliminary and final platting for 72 single-family residential lots. Civil services included the design of streets, water systems, sanitary systems, drainage systems, and construction observation.

Kimmel Road Improvements, Centerton, Arkansas - Project Manager.

Responsible for 7,520 linear feet of roadway improvements, including a 28-foot-wide, 2-lane asphalt-paved section with 2-foot crushed stone base shoulders, earthen ditch sections and drainage improvements. ROW acquisition, traffic control, construction observation, and survey documents.



Mike Marlar, PE, PLS, CFM

Mike brings over 40 years of project experience, including design and construction of major water systems, distribution, grant funding, master planning, treatment, water supply, wastewater systems, treatment plants and pipeline projects, land developments, land surveying, storm drainage systems and flood plain management, fuel systems, road and street improvement projects and park and recreation projects.

REPRESENTATIVE PROJECT EXPERIENCE

Pine Bluff Wastewater Utility Sewer Rehabilitation, Pine Bluff, Arkansas -

Principal-in-Charge. This project involved the 2019 sewer rehabilitation project which included cast in place polyethylene CIPP relining for numerous sewers in need experiencing infiltration and inflow (I/I) problems.

50th Street Drainage Improvements, North Little Rock, Arkansas -

Principal-in-Charge. This project involved City of North Little Rock Community Development Block Grant (CDBG) from Allen Street to Camp Robinson Road. Project included widening street to 30-foot-wide cross section with curb and gutter, widening two box culvert crossings, driveways, crosswalks, utility coordination, and an underground drainage system.

Bull Shoals Wastewater System Improvements, Bull Shoals, Arkansas - Project Manager. Responsible for assisting the City in acquiring funding, preliminary and final design, bid letting and construction engineering for a \$9 million wastewater treatment plant and collection system rehabilitation. The new treatment plant treats 500,000 gallons per day wastewater and includes mechanical screening, activated sludge process, clarification, secondary clarification, UV disinfection, disc filtration, flow measurement and discharge to the White River below the Bull Shoals Dam. The project also included rehabilitation of existing sewer collection lines and 16 lift stations. The project was completed in 2020 within the project schedule and budget.

Paron Water System, Paron, Arkansas - Project Manager. Responsible for the three phases of water system improvements, including more than 120 miles of waterline ranging in size from 2 to 8 inches diameter, five water storage tanks, three pump stations and a 750,000 gallon per day water treatment plant. Total project costs were more than \$9 million. Services included funding applications, design and construction administration.

Highway 67/167 48-Inch Bore-Design, North Little Rock, Arkansas - Lead Engineer. Responsible for overseeing the design and construction administration services for a 30-inch sewer crossing to add additional sanitary sewer capacity to the area crossing Highway 67/167, south of Trammel Road and north of McCain Blvd. The project consists of approximately 879 linear feet of 30- and 10-inch PVC gravity sewer line with approximately 350 linear feet of that installed within a 48-steel encasement bored Hwy 67/167.

ROLE

QA/QC

Water and Wastewater Task
Lead

EXPERIENCE

40 years

EDUCATION

MS Civil Engineering, University
of Arkansas

BS Civil Engineering, University
of Arkansas

REGISTRATION

Professional Engineer -
Arkansas No. 6907



James Barr, PE

ROLE

Street, Alleys, and Sidewalk Task Lead

EDUCATION

BS, Civil Engineering, University of Arkansas

REGISTRATION

Professional Engineer - Arkansas No. 9808

James brings more than 28 years of transportation design experience to the team. His responsibilities have included all aspects of highway design, including the design of horizontal and vertical geometry, roadway sections, interchange layouts, permanent pavement marking, pavement design, erosion control devices, and drainage structures; traffic signal design; hydraulics; right of way and construction plan preparation, as well as project coordination and project management.

- **Highway 167/67 (Sherwood), Pulaski County, Arkansas** - Project Manager and Project Engineer. Project includes design and plans for minor widening on Hwy. 176Y, Section 2Y, between Log Mile 0.000 to Log Mile 0.397 in Sherwood, AR. The construction plans will include roadway design, maintenance of traffic plans, erosion control plans, hydraulic design, hydraulic modeling, and traffic signal plans.
- **Fort Smith Downtown Truck and Traffic Study, Fort Smith, Arkansas** - Senior Transportation Engineer. The project consisted of alternative development and final report preparation and performing a needs assessment to determine the type and intensity of truck traffic using the downtown corridor and its effect on road space and downtown accessibility considering mapped constraints. The study focused on developing alternatives to reduce truck traffic and blend with ongoing planning efforts in the downtown area. The study also included the traffic evaluation of changing one-way streets to allow two-way traffic on North A & B and 10th and 11th Streets.



Jonathan Clemens, EI

ROLE

Streets, Alleys, and Sidewalks Task Lead

EDUCATION

BS, Civil Engineering, University of Arkansas

REGISTRATION

Engineer-in-Training: Arkansas No. 9165

Jonathan brings four years of experience to the team. His experience encompasses roadway design and pavement rehabilitation, lead design roles in various large-scale and residential development projects, and civil construction, including roads, drainage, and water and sewer infrastructure projects across Northwest Arkansas and the Fort Smith area.

- **Fort Smith Regional Airport, Fort Smith, Arkansas** - Construction Observer. Responsible for rehabilitation of Runway 7-25 (primary runway), which consisted of profile mill, fabric placement and overlay of the runway. Improvements included striping and signage associated with revised runway designations.
- **Springdale Bypass (ARDOT), Springdale, Arkansas** - Engineer. This project includes estimating project costs and developing preliminary alignments for various work orders. The first work order includes an analysis of two conceptual interchange designs at Highway 71B (N Thompson St) and Highway 265 (Old Wire Rd) for acceptability as part of the Springdale Bypass eastern connection from I-49 to Highway 412. The second work order includes the design of a new alignment for Highway 612 Section 2. The design includes three miles of mainline design and eighteen bridges.
- **Highway 112 Development, Bentonville, Arkansas** - Engineer. This project involved boundary and topographic surveying and preliminary and final platting for 72 single-family residential lots. Civil services included the design of streets, water systems, sanitary systems, drainage systems, and construction observation.



Patrick Foy, PE

ROLE

Hydraulics & Hydrology Task Lead

EDUCATION

BS, Civil Engineering, University of Memphis

REGISTRATION

Professional Engineer - Arkansas No. 18318

Patrick brings over eight year's of experience with more than \$125 million in civil construction projects in Northwest Arkansas. Patrick has expertise in drainage and hydraulics and hydrology modeling for public and private clients.

- **Centerton City Hall, Centerton, Arkansas** – Project Manager. Site development for new City Hall along HWY 102. Civil design and land surveying services included drainage analysis, detention design, grading, SWPPP, utilities, landscape plans and topographic and boundary surveys.
- **Gamble Road Drainage Design, Centerton, Arkansas** – Designer. Reconstruction of 2,800 linear feet of Gamble Road, starting at the intersection of Seba Road and Gamble Road, north to Centerton Gamble Elementary School. The reconstruction section is generally a three lane, 38 foot wide curb and gutter section with enclosed storm drainage and sidewalk along the west and east side. In addition, a right turn lane will be added to westbound Seba Road, at the intersection.
- **Osage Creek Elementary Drainage Design, Bentonville Arkansas** – Designer. Site development for a school situated on 46 acres in Benton County. Work consisted of site and drainage design, SWPPP, water and sanitary sewer design, and parking and sidewalk design.
- **Regional Detention Basin for Gateway Industrial Park, Bentonville Arkansas** – Project Manager. Widening and reconstruction of 3,800 linear feet of 21st Street. Improvements included 30-foot wide curb and gutter section with storm drain and sidewalks. ROW acquisition, surveying, design, construction observation and assisting the city with project management.



Allen Deaver, PE

ROLE

Hydraulics & Hydrology Task Lead

EDUCATION

BS, Civil Engineering, Arkansas State University

REGISTRATION

Professional Engineer - Arkansas No. 20756

Allen brings civil design/development experience, including lead design roles for various projects, including hydrologic and hydraulic design, roadway design, land development and floodplain analysis. Allen has extensive experience in hydrology and hydraulic design processes. He uses that skill set to aid in multiple municipal projects in the region. He is a project manager located in the Fort Smith office and handles everything from public works to land development.

- **Allen Road Drainage Improvements, Centerton, Arkansas** – Project Engineer and Designer. Allen Road crosses McKissic Creek in Centerton. There is a residential property located immediately downstream from the crossing. The crossing and alignment of the creek were problematic for the home and would flood the home during high flood events. The project's scope involved the slight relocation of the box culvert crossing and associated creek re-grading and realignment to divert the flow from the home better. Included CLOMR and LOMR services for the portion of regulated channel affected.
- **2018 Alma Roadway Capacity Improvements, Phases I and II, Alma, Arkansas** – Project Engineer and Designer. This 2018 Alma Capital Improvements project consisted of the widening, reconstruction, and realignment of several streets in Alma. Approximately 8,600 linear feet of street improvements ranging from super-elevated major collectors to residential style streets. The project also involved the analysis and improvement of all existing storm collection systems on the streets.



**Miles Simmons,
PE, CFM**

ROLE

Hydraulics & Hydrology Task Lead

EDUCATION

MS, Civil Engineering, University of Nebraska - Lincoln
BS, Civil Engineering, University of Nebraska - Lincoln

REGISTRATION

Professional Engineer: Arkansas No. 19065
Certified Floodplain Manager, No. US-14-07823

Miles is a Water Resources Project Manager based in our Little Rock office. He brings over eight years of hydrologic and 1D/2D hydraulic modeling experience using HEC-RAS, HEC-HMS, XPSWMM and ICPR. Miles has performed internal drainage evaluations for levee accreditations and analyzed risk and uncertainty for floodplain models. In addition, he has completed urban drainage studies and evaluated proposed capital improvements for several municipalities. His experience also includes permitting, land development and utility design.

- **Stone Dam Creek Trail, Conway, Arkansas** - Project Engineer. Responsible for performing a No-Rise analysis for the trail project along Stone Dam Creek. Modified existing HEC-RAS model to incorporate trail plans and bridge modifications.
- **Military Heights Drainage Study, North Little Rock, Arkansas** - Project Manager. Responsible for a 1D/2D urban drainage study of the Military Heights neighborhood. The purpose of the analysis is to evaluate the storm sewer network, refine the floodplain extents and establish BFE elevations in the existing Zone A floodplain. Established analysis methodology and project limits. Supervised the development of hydrologic and hydraulic models. Coordinated with client and presented model results.



**Keith Sikes, PS,
CFEDS**

ROLE

Surveying Task Lead

REGISTRATION

Professional Land Surveyor: Arkansas No. 1507
Professional Land Surveyor: Oklahoma No. 1700
Professional Land Surveyor: Kansas No. 1524

Keith brings experience with specific expertise in horizontal/vertical control surveys, ALTA/NSPS Land Title Surveys, PLSS dependent resurveys, boundary and construction surveys, large capital development survey projects, and upstream/midstream oil and gas industry survey projects. Keith is also a Certified Federal Surveyor experienced with BLM surveys associated with federal lands and mineral interest. He currently serves on Board of Directors for the Arkansas Society of Professional Surveyors.

- **Markham Hill Boundary Survey, Fayetteville, Arkansas** - Surveyor of Record. Project included 143-acre land development project approximately 1/2 mile west of the U of A Donald W. Reynolds Razorback Stadium. Pratt Place Inn, located on the Markham Hill property, is an historic home and property converted to accommodate guest and host events. The property, located in parts of two sections and having several newly developed nature trails, has been and remains to be virtually untouched since the early 1900's.
- **Gamble Road Improvements, Bentonville, Arkansas** - Surveyor of Record. Provided boundary, topographic, and construction surveys of: adjacent properties for boundary determinations; existing and proposed rights-of-way locations; and proposed right-of-way acquisition descriptions. 2,700 linear feet of street improvements.
- **SW Municipal Drive, Bentonville, Arkansas** - Surveyor of Record. Provided boundary, topographic, construction surveys, and platting necessary for site development, including 2,600 linear feet of new city street and right-of-way associated with the Municipal Complex development.



James S. Aunspaugh, PS

ROLE

Surveying Task Lead

EDUCATION

BS, Surveying and Land Information Systems, University of Arkansas at Little Rock

REGISTRATION

Professional Surveyor: Arkansas No. 1374

James Aunspaugh joined Halff Associates with over 30 years of experience in the surveying field, and over 20 years as a licensed Professional Surveyor. Throughout his career, James has held the title of Head of Survey Department, Construction Surveyor, Engineer Technician, Draftsman, and Field Crew Chief.

- **Springdale Bypass (ARDOT), Springdale, Arkansas** - Surveyor. This project includes estimating project costs and developing preliminary alignments for various work orders. The first work order includes an analysis of two conceptual interchange designs at Highway 71B (N Thompson St) and Highway 265 (Old Wire Rd) for acceptability as part of the Springdale Bypass eastern connection from I-49 to Highway 412. The second work order includes the design of a new alignment for Highway 612 Section 2. The design includes three miles of mainline design and eighteen bridges.



TJ McCollough, SIT

ROLE

Surveying Task Lead

EDUCATION

AAS, Geomatics (Land Surveying), University of Arkansas Community College at Morrilton

REGISTRATION

Land Surveyor Intern: Arkansas No. 712

TJ has more than ten years of surveying experience in Arkansas, Oklahoma, Texas, Missouri, and Tennessee. He has worked on several topographic and boundary surveys, oil and gas pipeline/well projects, ALTA surveying projects, and survey construction projects ranging from residential to commercial.

- **South Main Street Re-Design and Off-Site Drainage Improvements, Bentonville, Arkansas** - The project involved approximately 0.5 miles of roadway improvements/realignment between SW 8th Street and SW 2nd Street, including off-site drainage improvements along SE 3rd Street. The project includes minor roadway alignment changes, milling/overlay, new curb/gutter and sidewalks and landscaping.
- **Sugarloaf Lake 5-mile Boundary Survey, Fort Smith, Arkansas** - Surveyor. Boundary retracement survey and section breakdown for lands owned by Arkansas Game and Fish around the perimeter of Sugarloaf Lake. The Boundary survey of 378.60 acres comprised of five miles of a perimeter boundary line. Aerial (UAS) imagery was utilized to identify evidence of possession and encroachments. This survey required careful attention to fieldwork procedures, with the boundary retracement analysis, in the analysis and methods used to reestablish the platted boundaries and to establish the boundary in areas that had never been surveyed previously.
- **FEMA Flood Elevation Certificates, Various Counties, Arkansas** - Surveyor. Responsible for researching the current FEMA flood information on properties and collecting precise elevations for structures on the properties to correctly complete an Elevation Certificate form for our clients.



Sarah Waggoner

ROLE

GIS Task Lead

EDUCATION

MS, Geography and Environmental Resources, Southern Illinois University, Carbondale

BA, Geography, University of Central Arkansas

Sarah brings more than 13 years of experience in GIS and Civil 3D design. She graduated from Southern Illinois University, Carbondale, with a Master of Science in Geography and Environmental Resources focused on water resources. She leads the GIS work for the Arkansas offices and designs construction plans and as-built drawings for various military and municipal projects. In addition, Sarah has experience with data integration into GIS, SDFIE compliance, Civil 3D drawings including site plan development, topographic surveys, water line installation, sanitary sewer and storm drainage and deliverables in both GIS and AutoCAD projects.

- **Citywide GIS System, Cabot Arkansas –** GIS Specialist. Developed a citywide GIS system and delivered access via internally hosted website.
- **North Little Rock Stormwater Data Collection, Phase 1 & 2, North Little Rock, Arkansas –** Project Manager. A multiphase project that integrated CAD drawings and field collection data to update a county-wide network geodatabase.
- **Repair Sustain MFH Sanitary Sewer MFH Sanitary Sewer Manholes (S3&S5), Jacksonville, Arkansas –** CADD Technician/GIS Project Manager. Responsible for drafting construction plan and profile drawings and stormwater pollution prevention plans utilizing topographic survey information. Delivered both as-built cad files and updated LRAFB base-wide GIS geodatabase. Project was to update manholes, mains, and service lines in the multi-family housing portion of base.



Julian Brown

ROLE

Water and Wastewater Task Lead

EDUCATION

Engineering Technology, University of Arkansas

Julian brings 37 years of experience, including over 14 years with the Little Rock Municipal Water Works (LRMWW), now Central Arkansas Water (CAW). As a hydraulic design engineer, Julian calibrated and maintained computer hydraulic analysis models and master plans, including checking proposed development for compliance with these models. In addition, he contributed to several design and construction projects that ranged from structural supports for aerial water lines to chemical storage, pumping and piping facilities at water treatment plants and remote booster pump stations to water line installations/relocations/adjustments.

- **Runyan Acres SID #211 Water System Improvements, Pulaski County, Arkansas –** Senior Project Manager and Civil Design Lead. Planned and designed a new treatment system that met with National Pollutant Discharge Elimination System permit limitations. The new treatment process will include mechanical screening, extended aeration/activated sludge process, clarification, UV disinfection, tertiary filtration and flow measurement.
- **Sardis Water Master Plan, Sardis, Arkansas –** Senior Project Manager and Civil Design Lead. The City's potable water distribution system model, 25-year master plan and capital improvement plan.
- **Granite Mountain Pump Station (#13), Little Rock, Arkansas –** Project Manager. Responsible for the addition of a second booster pump at this remote pump station for reliability of service.
- **Pump Station Operation and Maintenance Manuals Creation, Little Rock, Arkansas –** Project Manager. Created and updated pump operation and maintenance manuals along with process and instrumentation drawings for 15 remote sites.



Joey Smith, PE

ROLE

Water and Wastewater Task Lead

EDUCATION

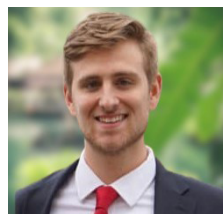
BS, Electrical Engineering, Louisiana Tech University

REGISTRATION

Professional Engineer, Louisiana No. 36824

Joey brings 15 years of engineering experience in water and wastewater collection and distribution. His experience includes reviewing final engineering plans and specifications for water and sewer projects, conducting sanitary surveys at public water systems, collecting chemical samples at water systems, and assisting in GIS data collection of water infrastructure assets.

- **Mount Magazine State Park Wastewater Treatment Plant Improvements, Paris, Arkansas** - Engineer/Project Manager. This project involved the rehabilitation of the Mount Magazine State Park Wastewater Treatment Plant by replacing the air piping, aluminum handrails, grating, weir boxes, and process piping, and coating all exposed surfaces. Halff's scope included the preliminary and final design, cost estimates, construction documents, permitting, and construction administration.
- **Mount Nebo State Park Wastewater Treatment Plant Improvements, Dardanelle, Arkansas** - Project Manager. This project involves the decommissioning of the existing chlorine disinfection system and installation of an ultraviolet (UV) disinfection system at Mount Nebo's Wastewater Treatment Plant. Halff's scope includes the preliminary and final design, cost estimates, construction documents, permitting, and construction administration.
- **Sardis Water Association Elevated Storage Tank, Grant County, Arkansas** - Engineer, Assisting in designing a new 1MG, elevated, multi-column, welded steel storage tank.



Garrett McMichael, PE

ROLE

Water and Wastewater Task Lead

EDUCATION

BS, Civil Engineering, University of Arkansas

REGISTRATION

Professional Engineer: Arkansas No. 20641

Garrett joined Halff Associates in May 2022 with five years of experience in environmental engineering, water and wastewater treatment systems, stormwater management, and hydraulic systems. With over a year of project management experience, Garrett is proficient in group oversight, multiphase project work, developing and maintaining client relationships, and generating client proposals, budgets, and scopes of work.

- **Nelson Road Water Treatment Plant, 1 MG Ground Storage Tank, East Rio Hondo Water Supply Corporation, Rio Hondo, Texas** - Project Manager/Design Lead. Responsible for the design of a 1 MG prestressed concrete ground storage tank and a 1 MG glass-line bolted steel tank for ETHWSC's Nelson Road water treatment plant.
- **NLRWWU/White Oak Sewer Plant Expansion Study, North Little Rock, Arkansas** - Project Engineer. Responsible for currently assisting the North Little Rock Wastewater Utility with the study to evaluate feasible alternatives to expand the White Oak Wastewater Treatment Plant to 12 MGD.
- **Sardis Water Association Elevated Storage Tank, Grant County, Arkansas** - Engineer, Assisting in designing a new 1MG, elevated, multi-column, welded steel storage tank.
- **Arkansas Department of Correction (ADC), Tucker Unit Water Treatment Plant, Tucker, Arkansas** - Project Manager and Engineer Lead. Responsible for the design of new Water Treatment Plant equipment to increase iron and manganese removal and overall plant capacity. The process equipment included a new induced draft aeration system, clarifier, chemical storage and feed systems, storage and administrative building, and a 250,000-gal elevated storage tank.

City of Fayetteville SOQ for Engineering and Architectural Services
RFQ-23-01



John Fry

ROLE

Construction Inspection and Quality Assurance

John brings over 18 years of experience with more than \$250 million in civil construction including roads, drainage and water and sewer infrastructure projects across Northwest Arkansas and the Fort Smith area. Additionally, he has provided construction observation for multiple airport construction projects.

- **Kimmel Road Improvements, Centerton, Arkansas** – Construction Observer. Project improvements included a 28 foot wide 2-lane asphalt-paved section with 2 foot crushed stone base shoulders, earthen ditch sections and drainage improvements. ROW acquisition, traffic control, construction observation and survey documents.
- **South Main Street and Off-Site Drainage Improvement, Bentonville, Arkansas** – Construction Observer. The project involved approximately 0.5 miles of roadway improvements/realignment between SW 8th Street and SW 2nd Street, including off-site drainage improvements along SE 3rd Street. The project included minor roadway alignment changes, milling/overlay, new curb/gutter, sidewalks, and landscaping.
- **SW Municipal Drive, Bentonville, Arkansas** – Construction Observer. Improvements included 2,600 lf of 30 foot wide curb and gutter section with storm drainage, street lighting and landscaping. Services included surveying, design and construction phase services.
- **Windmill Road Reconstruction, Bentonville, Arkansas** – Construction Observer. The project comprised of the widening and reconstruction of 6,700 linear feet of Windmill Road. Improvements included a 330-foot asphalt section with gravel shoulders and drainage ditches. The project included ROW acquisition, surveying, design, and construction observation. The project was a joint effort with Bentonville Schools, Bentonville, and Benton County.



Sally Horsey, PLA, CLARB, ASLA

ROLE

Trails and Landscape Architecture Task Lead

EDUCATION

BA, Landscape Architecture, University of Arkansas

REGISTRATION

Professional Landscape Architect: Arkansas, No. 188

Sally brings experience in master planning and design for various trails, parks, sports complexes, streetscape designs and commercial sites. She is well versed in coordinating designs with in-house engineers and staff specific to each project, serving as the client contact for our public sector and municipal clients. Sally also has community input and strategy sessions for planning projects.

- **Majestic Ball Park, Hot Springs, Arkansas** – Project Manager. Responsible for leading design for construction documents from concept through final design. Responsible for holding steering committee meetings for the park and leading design for three conceptual plans and the final master plan of four 220-foot youth fields and one 400-foot college field. Worked with construction manager from bid through construction while providing construction observation and construction administration.
- **Conway Soccer Complex, Conway, Arkansas** – Team Leader. Responsible for providing a soccer complex master plan including ten lighted soccer fields adjacent to Curtis Walker Park. The master plan includes an interior playground, concession/restroom facility, a perimeter trail and internal sidewalk system, and preservation of existing mature hardwood trees along the creek.
- **MacArthur Park, Little Rock, Arkansas** – Project Manager. Halff prepared a master plan for MacArthur Park for improvements that will coincide with the adjacent Reimagined Arkansas Arts Center reopening. New pedestrian and revised vehicular circulation, reorganization of outdoor use areas, access points, pond reconfiguration, and more were planned.



Dirk Thibodaux, PLA, ASLA

ROLE

Trail/Park Design

EDUCATION

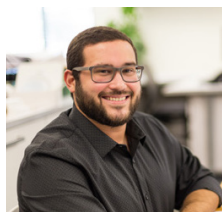
BA Landscape Architecture, University of Arkansas

REGISTRATION

Licensed Landscape Architect: Arkansas No. 5142

Dirk brings over 28 years of experience with a strong art and landscape design background in the civil engineering industry. Experience encompasses large-scale development projects, green infrastructure, planting plans, comprehensive planning, and urban design for public and private clients.

- **Osage Trail, Bentonville, Arkansas** - Landscape Architect. Designed approximately 7,150 lf of 12-foot wide concrete trail for the NWA Trailblazers. The trail has two street crossings and a Contech bridge. Running parallel to Osage Creek the trail connects the Willowbrook Farms subdivision to the Walmart Fashion Distribution Center.
- **McKissic Creek Park Trail, Phase 1, Centerton, Arkansas** - Landscape Architect. Designed a connecting trail from the existing park bridge over McKissic Creek westward to a connection at the culdesac of Kate Drive and McKissic Spring Road. An additional trail was designed from the end of the existing trail in McKissic Creek Park northward along the west side of Allen Road to a point at the southwest corner of the intersection of Allen Road and Town Vu Road. Included was a connecting side trail from the Allen Road trail westward through Lot 439 of Sienna At Coopers Farm Phase II (555 Sorrento Drive). Improvements include vertical and horizontal layout of trail; accommodation or relocation of existing utilities; design of trail signage, landscaping plans, construction plans and details, construction phasing; geotechnical investigation and traffic control plans.



Brian Vazquez, PLA

ROLE

Trails and Landscape Architecture Task Lead

EDUCATION

MA, Landscape Architecture, Florida International University

REGISTRATION

Licensed Landscape Architect: Arkansas No. 712007

Brian perceives landscape architecture as a unifying agent that integrates people and place into the infrastructure of communities. His talents lie in his abilities to analyze large scale sites, pinpoint differentiating details and integrate clever solutions to design challenges. His skillful application of planning principles across a wide range of project scales and types results in designs that are durable and remain in the memories of those who experience them.

- **Highway 255 Sidewalk, Greenbrier, Arkansas**
 - Project Manager. Responsible for a new five-foot-wide, approximately 1,725-square foot, concrete sidewalk which runs along the north right of way line of East Main Street (AR Highway 225E). The sidewalk connects to existing sidewalks and pedestrian crossings at the intersection of Main Street (AR Highway 225E) and US Highway 65.
- **Pickleball Park, Hot Springs, Arkansas** - Project Manager. Halff Associates is currently providing park master planning services for a new pickleball facility in Hot Springs. This project site is 4.12 acres located at Greenwood Avenue and Richards Street and will include pickleball courts, trails, playground, picnic areas, parking and more.
- **City Pavillion, Cabot, Arkansas** - Project Manager. Halff is providing planning design services to update the existing paving and access along the art walk in downtown Cabot that also includes access to a new pavilion. This area coined as "Cabot Station" (near the railroad) will include a new pavilion, inclusive playground and artwalk. Improving existing site and subsurface drainage and ADA access are included in the Art Walk project.



Christian Lentz, AICP, CNU-A

ROLE

Master Planning Task Lead

EDUCATION

Master of City and Regional Planning, Clemson University

BA, Political Science, University of Central Florida

REGISTRATION

AICP No. 015706

CNU, Accredited Professional

Christian brings experience, including extensive public sector planning experience at the municipal, county, and regional planning levels at different Southeast and Midwest locations. Christian has served as a municipal and regional planning director responsible for special planning projects to address community needs, including parks, recreation, and trails; active transportation; community design; urban redevelopment; and neighborhood conservation.

- **Clark County Regional Trail, Arkadelphia, Arkansas** - Planning Manager. Responsible for planning a regional multi-use walking, hiking and biking trail to serve recreation, fitness, and active transportation needs. The trail will connect points of interest throughout Clark County, including DeGray Lake, Ouachita River, and the cities of Arkadelphia and Caddo Valley. The study will consider a long-term conceptual (legacy) route, facility preferences, the alignment and feasibility of an initial trail phase, and corresponding 'active tourism' programming.
- **Fort Smith Downtown Truck and Traffic Study, Fort Smith, Arkansas** - Planner. Responsible for support in land use, urban design and multi-modal street design for a study for the Frontier MPO and City of Fort Smith. This project includes performing a needs assessment to determine the type and intensity of truck traffic using the downtown corridor and its effect on road space and downtown accessibility considering mapped constraints. The study focused on developing alternatives to reduce truck traffic and blend with ongoing planning efforts in the downtown area.



Rebeca Izard

ROLE

Master Planning Task Lead

EDUCATION

BS, Urban Planning and Design, University of Missouri at Kansas City

Rebeca has experience with community and transportation planning, focusing on alternative and pedestrian transportation plans. Her experience includes leading the creation of visual graphics to communicate to public and private entities effectively. Additionally, Rebeca is bilingual in English and Spanish and can create bilingual materials and graphics for public involvement initiatives.

- **Clark County Regional Trail Study, Clark County, Arkansas** - Planner. Responsible for planning a regional multi-use walking, hiking and biking trail to serve recreation, fitness, and active transportation needs. The trail will connect points of interest throughout Clark County, including DeGray Lake, Ouachita River, and the cities of Arkadelphia and Caddo Valley. The study will consider a long-term conceptual (legacy) route, facility preferences, the alignment and feasibility of an initial trail phase, and corresponding 'active tourism' programming.
- **Active Transportation Master Plan, Richardson, Texas** - Planner. Building on the City's recognized success in investing in bicycle and pedestrian infrastructure, the updated plan provides Richardson with a retooled work program for eliminating barriers to biking, walking, and rolling in the city. The active transportation planning process included multiple online and in-person tools to identify residents' most pressing bicycling and walking needs and included "catalytic" design concepts for overcoming active mobility challenges that can be applied throughout Richardson. The new active transportation plan serves as the City's blueprint for creating a walking, biking and rolling culture throughout the community.



Brian Vines, PE

ROLE

Traffic Task Lead

EDUCATION

MS, Civil Engineering, University of Arkansas

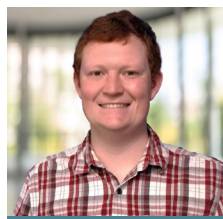
BS, Civil Engineering, University of Arkansas

REGISTRATION

Professional Engineer - Arkansas No. 9418

Brian brings more than 27 years in civil/traffic engineering. Prior to joining Halff, he served as the Traffic Systems Manager for the City of Little Rock, where he was responsible for managing operations and maintenance for the City's traffic signals, school flashers, ITS systems, and streetlights; as well as an office manager and project manager at an engineering firm. Brian has experience with highway design, municipal street design, construction administration, signing and striping, traffic signal warrants analysis, site access studies, traffic counting, municipal street design, traffic forecasting, traffic analysis of corridors, traffic signal operation and traffic signal timing and coordination.

- **Highway 64 (Oak Street) Traffic Operations Improvements, Conway, Arkansas** – Project Manager. Project includes conducting traffic counts, conducting an existing traffic signal inventory, checking ADA conformity of existing intersection, environmental documentation, performing a system engineering analysis on nine signalized intersections to select a traffic adaptive signal timing system for the corridor, developing traffic coordination signal plans and developing traffic improvement plans to ARDOT design standards.
- **Oneida Bridge Replacement Project, Sherwood, Arkansas** – Project Manager. The Oneida Bridge Replacement project involved replacement of an existing, two-lane bridge on Oneida Road over Kellogg Creek that had become structurally deficient. Project included environmental, topographic survey, hydraulics and hydrology, roadway and bridge design, and right of way exhibits.



Brian Vines, EI

ROLE

Traffic Task Lead

EDUCATION

BS, Civil Engineering, University of Arkansas

REGISTRATION

Engineer-in-Training, Texas No. 1066

Joshua brings civil/traffic experience. He has experience with signal and roadway design, traffic signal warrants analysis, traffic counting, traffic impact analysis, traffic forecasting, traffic signal timing and coordination, and transportation planning.

- **Fort Smith Downtown Truck and Traffic Study, Fort Smith, Arkansas** – Engineer. Assisted with the traffic studies for this project which included performing a needs assessment to determine the type and intensity of truck traffic using the downtown corridor and its effect on road space and downtown accessibility considering mapped constraints. The study focused on developing alternatives to reduce truck traffic and blend with ongoing planning efforts in the downtown area. The study also included the traffic evaluation of changing one-way streets to allow two-way traffic on North A & B and 10th and 11th Streets.
- **Conway Signal Network Modernization, Conway, Arkansas** – Engineer. Assisted with the traffic studies for the traffic signal improvements at 12 intersections along the Oak Street corridor between Front Street and East German Lane. The project includes adaptive corridor system improvements, wireless detection system improvements, video monitoring of the corridor, traffic signal improvements, and crosswalk improvements.



**Mark Janicki,
JD, PE,
R/W-NAC**

ROLE

Property Acquisitions Task Lead

EDUCATION

Juris Doctor, Texas Wesleyan University
BS Civil Engineering, Texas A&M

REGISTRATION

Attorney, Texas License No. 00790041
Professional Engineer Texas No. 65016

Mark is a professional civil engineer and a lawyer with 39 years of experience, including 28 years of extensive ROW acquisition experience gained since 1994 and 12 years of engineering experience. He can review surveys, construction plans, and specifications in detail; and report any issues for review from a vantage point that differs from most engineers, lawyers, and property acquisition providers. In addition, he can assist landowners during the negotiation process by explaining the proposed design and the construction process to the landowners. Further, Mark's experience with underground storage tanks and utility relocations may be helpful to acquiring agencies in their identification of environmental concerns, remediation and removals and utility relocation efforts.

- **North Tarrant Express, Tarrant County, Texas**
- Responsible for a project consisting of the acquisition of 186 right-of-way parcels and 204 relocations (123 business, 15 residential, one outdoor advertising sign, 65 personal property) for the reconstruction of existing lanes, the addition of frontage roads, and addition of managed toll lanes. The NTE was a public-private partnership to improve mobility along IH 35W, IH 820, SH 121, and SH 183. Halff provided: surveying, environmental, and ROW acquisition services in Tarrant County from east of IH 820 in North Richland Hills to FM 157 in Euless. Halff services also included: project administration, negotiation, title curative, closing, and condemnation support.



Chris Sanderson

ROLE

Environmental Task Lead

EDUCATION

MS, Environmental Science, Stephen F. Austin State University

BS, Environmental Science, Texas A&M University at Commerce

Chris has expertise in delineations of waters of the US pursuant to Section 404 of the Clean Water Act. Chris has prepared multiple Section 404 permit submittals that have received U.S. Army Corps of Engineers (USACE) approval by nationwide permit. He has also worked on the preparation of TxDOT required technical documentation for both state and municipal government organizations.

- **Stone Dam Creek Trail, Conway, Arkansas -**
Environmental Scientist. Phase 1 of this project involved the design of a trail from the Mimosa Trailhead west of South Donaghey Avenue under the bridge on South Donaghey Avenue and ending at the sidewalk on the east side of Donaghey. Phase 2 involved a trail from South Donaghey Avenue just east of the bridge west to South German Lane. Both phases used federal funds from ArDOT's Transportation Alternative Project Funding.
- **Oneida Street Bridge Replacement, Sherwood, Arkansas -** Environmental Scientist. Responsible for conducting or overseeing field investigations, data processing, map preparation, and data form documentation to support the delineation task. Conducted preparation of waters of US delineations, threatened and endangered species assessments, vegetation and wildlife habitat survey, managing ArcGIS data collection, organization, interpretation, preparing maps, preparation of technical report documents in accordance with the National Environmental Policy Act (NEPA) and State of Arkansas Laws and regulations.



Cara Rouvaldt

ROLE

Environmental Task Lead

EDUCATION

BA, Environmental Studies, Austin College

Cara has spent her entire career at Halff since joining the company in 2010. Cara has served as an environmental project manager for projects that required NEPA reviews and associated environmental studies, and is currently a NEPA/environmental team leader managing a team of environmental professionals. Cara has extensive experience completing NEPA documentation for transportation projects on behalf of FHWA, DOTs, other transportation agencies and local governments has achieved environmental clearance on over 40 transportation projects requiring CE or EAs.

- **Highway 89 Streetscape, Cabot, Arkansas -**
The purpose of this project was to improve the functionality and safety of the Highway 89 (Main Street) project corridor in the city of Cabot in Lonoke County, Arkansas. The project included the addition of 5-foot wide sidewalks on both sides of Highway 89 (Main Street), decorative pedestrian lighting, and placement of open drainage into a closed drainage system. Halff was responsible for designing the improvements and preparing the environmental documentation for the project in support of Tier 3 CE. Cara's team coordinated with regulatory agencies such as USFWS, AHPP and ANHC for input and concerns and completed the CE documentation, which was signed by FHWA in July 2021.
- **Lonoke County Multi-Use Trail, Lonoke County, Arkansas -** Environmental Project Manager responsible for EPA agency coordination, research and data collection, and preparation of the Categorical Exclusion and Environmental checklist for the development of a 5.5-mile trail linking the Cabot City Hall to the Ward Sports Complex in Lonoke County.



Bill Pryor

ROLE

Mechanical, Electrical and Plumbing (MEP) Engineering Task Lead

EDUCATION

BS, Mechanical Engineering Technology, Kansas State University

REGISTRATION

Professional Engineer Arkansas No. 5838
Professional Engineer Texas No. 60938

Bill has 40+ years of consulting engineering experience in project management, design, energy analysis, peer review, expert witness testimony, and supervision of technical staff. With projects nationwide his experience includes HVAC and Plumbing designs for private and public sector clients, including manufacturing, healthcare, retail, commercial and the military. He has extensive experience involving retrofits, renovations and expansions of existing facilities with systems of varying degrees of complexity. Bill's projects have ranged from single-component replacements to those with budgets over \$100M.

- **Malvern Police Station, Malvern, Arkansas*** - Project Manager and Lead Mechanical Engineer. Responsible for the HVAC and plumbing systems converting an abandoned shell building into a new police station. The HVAC was variable refrigerant flow combined with energy recovery ventilator for ventilation air intake. The plumbing systems included secure type systems and design of a new Lift Station to sized serve the entire facility with discharge to the city's pumped sanitary waste line.
- **Little Rock Air Force Base B-1230B Flight AHU Replacements, Jacksonville, Arkansas*** - Project Manager and Lead Mechanical Engineer. Responsible for the replacement of existing AHU's in mission critical flight simulator building. Design included phasing of system replacements and temporary HVAC for all systems required to remain operational 24/7 to meet LRAFB mission requirements.

** Prior to joining Halff*

City of Fayetteville, AR
RFQ 23-01, Engineering & Architectural Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Halff Associates, Inc.

NUMBER OF YEARS IN BUSINESS: 72 HOW LONG IN PRESENT LOCATION: 5

TOTAL NUMBER OF CURRENT EMPLOYEES: 1,351 FULL TIME 57 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 26 FULL TIME 0 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 Centerton - Public Works

COMPANY NAME

Centerton, Arkansas 72719

CITY, STATE, ZIP

Alan Craighead, City Engineer

CONTACT PERSON

(479) 795-2750 Ext. 102

TELEPHONE

FAX NUMBER

acraighead@centertonar.us

E-MAIL ADDRESS

3. City of Bentonville - Public Works

COMPANY NAME

Bentonville, Arkansas 72712

CITY, STATE, ZIP

Mike Bender, PE, Director

CONTACT PERSON

(479) 271-6873

TELEPHONE

FAX NUMBER

mbender@bentonvillear.com

E-MAIL ADDRESS

City of Fayetteville, AR

RFQ 23-01, Engineering & Architectural Services

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2. City of Rogers

COMPANY NAME

Rogers, Arkansas 72756

CITY, STATE, ZIP

Lance Jobe, Deputy Director, Engineering Services

CONTACT PERSON

(479) 621-1186

TELEPHONE

FAX NUMBER

ljobe@rogersar.gov

E-MAIL ADDRESS

4. City of North Little Rock - Engineering Department

COMPANY NAME

North Little Rock, Arkansas 72114

CITY, STATE, ZIP

David Cook, PE, City Engineer

CONTACT PERSON

(501) 371-8339

TELEPHONE

FAX NUMBER

dcook@nlr.ar.gov

E-MAIL ADDRESS

City of Fayetteville, AR
 RFQ 23-01, Engineering & Architectural Services
 SECTION C: 2023 Annual Statement of Qualifications Summary Form

ATTENTION: This form shall be completed and returned with EACH SUBMITTED Statement of Qualification. The City will utilize the selection marked by each firm to correspond with the scope of work for each project.

NAME OF FIRM: Halff Associates, Inc.

SUMMARY STATEMENT:

Proposer should provide summary information on this form by checking the areas of expertise based on experience and qualifications.

This form must be completed and returned in order for your proposal to be eligible for consideration.

☒	Airport	☒	Mechanical
☒	Architecture	☒	Natural Resource/Conservation Planning
☒	Bridges	☒	Parks: Urban Forestry Planning
☐	Carbon Sequestration Analysis	☒	Parks: Land Dedication Fees Consultant
☒	Civil/Structural Design	☒	Site Utility
☐	Climate Resilience Analysis	☐	Studio Design
☒	Construction Administration	☒	Storm Water Management
☒	Drainage Design, Analysis, & Planning	☒	Stormwater Modeling
☐	Ecosystem Services Analysis	☒	Stormwater Design
☒	Electrical	☒	Structural Design
☒	Environmental Analysis, Remediation, & Permitting	☒	Surveying
☐	Environmental Water Services	☒	Sustainability Design
☒	Floodplain Services	☐	Testing Services: Soil/Materials
☒	GIS Mapping	☒	Traffic Studies
☐	Geotechnical Engineering	☐	Utility Asset Inspections
☒	Hydrology	☒	Value Engineering
☒	Independent Fee Estimates	☒	Wastewater Design
☐	Interior Design	☒	Wastewater Management
☒	Landscape Architecture	☒	Wastewater Modeling
☒	LEED/Sites Certification	☒	Wastewater Rate Studies
☒	Lighting Design	☒	Wastewater SSES
☒	Master Planning: Arts/Culture	☒	Water/ Sewer Rate Studies
☒	Master Planning: City/Government	☒	Water Audit Services
☒	Master Planning: Parks	☒	Water Design
☒	Master Planning: Streets	☒	Water Management
☒	Master Planning: Wastewater	☒	Water Modeling
☒	Master Planning: Water	☐	Water Quality Monitoring
☐		☒	Wetlands

City of Fayetteville, AR
 RFQ 23-01, Engineering & Architectural Services
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City of Fayetteville, AR
RFQ 23-01, Engineering & Architectural Services
SECTION D: Signature Submittal

1. DISCLOSURE INFORMATION

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

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

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

- ☒ 1) NO KNOWN RELATIONSHIP EXISTS
- ☐ 2) RELATIONSHIP EXISTS (Please explain): _____

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

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

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number where the City's Purchasing Division can contact for clarification or interview request.**

Name of Firm: Halff Associates, Inc.

Name of Primary Contact: Brian Maurer, PE

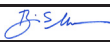
Title of Primary Contact: Director of Public Works

Phone Number: (479) 397-0311

E-Mail Address: bMaurer@halff.com

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED
1	 Brian Maurer, PE	January 26, 2023

4. DEBARMENT CERTIFICATION:

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

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

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

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

COMPANY: Halff Associates, Inc.

PHYSICAL ADDRESS: 2407 SE Cottonwood Street, Bentonville, Arkansas 72712

MAILING ADDRESS: 2407 SE Cottonwood Street, Bentonville, Arkansas 72712

PHONE: (479) 397-0311 FAX: _____

E-MAIL: bMaurer@halff.com

TAX ID #: 75-1308699 UEI #: PM6KMNBWLWEY6

Signed (By submitting your response, you certify that you are authorized to represent and bind your company):

SIGNATURE: 

PRINTED NAME : Brian Maurer, PE

TITLE: Director of Public Works DATE: January 26, 2023

City of Fayetteville, AR
RFQ 23-01, Engineering & Architectural Services
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Halff Associates, Inc.

2407 SE Cottonwood Street, Suite 1

Bentonville, Arkansas 72712

(479) 273 - 2209

www.halff.com





MEETING OF OCTOBER 3, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff

FROM: Tim Nyander, Utilities Director

DATE:

SUBJECT: **Approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession of certain land owned by Leonard W. Stitz necessary for the West Transmission water main project.**

RECOMMENDATION:

Staff recommends City Council approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession of certain land owned by Leonard W. Stitz necessary for the West Transmission water main project.

BACKGROUND:

The City's wholesale water supplier, Beaver Water District, has begun construction of a western water distribution point near HWY-112 and the newly constructed Springdale Northern Bypass, HWY-612. This facility will supply a western water transmission feed to all four customer cities, helping with hydraulics, critical redundancy, and overall utility resiliency. Fayetteville's 11.3-mile connection to the proposed BWD facility has been identified in water master plans for many years. The project is currently being designed, with construction planned to begin in late 2024. All easements must be obtained prior to the City of Fayetteville closing on its State Revolving Fund Loan in July 2024. For this 48-inch diameter waterline, a 50-foot width easement is necessary along the entire route to construct and maintain the line throughout its lifetime. The route chosen is specifically designed to be as unobtrusive as possible to impacted properties, staying close to property lines whenever possible.

DISCUSSION:

The Leonard W. Stitz easement consists of approximately 0.12-acres of easement area. City staff has sent an offer letter, and two follow-up reminder letters, and emails with no response from the owner. For this reason, Staff recommends that the City Attorney file for order of possession of this easement, paying the value of the property as documented in the appraisal, recently updated.

BUDGET/STAFF IMPACT:

The payment for land acquisition will be made from the Water/Sewer Improvements Defined by Study account. The agenda item staff review form indicates \$3,000.00 as the cost of this request. It should be noted that this is an estimate, based on the appraised value of the property, and that the final cost is subject to negotiation with the property owners or by court order. The appraised value will be deposited into the Registry of the Circuit Court as just compensation when the condemnation complaint is filed for the property.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

ATTACHMENTS: SRF - Stitz Condemnation (#3), 1/5/2023 Tr168 - Leonard Stitz (#4), Case History - Tr168 - Leonard Stitz (#5), Exhibit - Tr168 - Leonard Stitz (#6), Acquisition Summary - Tr168 - Leonard Stitz (#7)

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 #: 2023-1125

Approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession of certain land owned by Leonard W. Stitz necessary for the West Transmission water main project.

A RESOLUTION TO AUTHORIZE THE CITY ATTORNEY TO SEEK CONDEMNATION AND POSSESSION OF CERTAIN LANDS OWNED BY LEONARD W. STITZ NEEDED FOR THE WEST TRANSMISSION WATER MAIN PROJECT

WHEREAS, the City of Fayetteville and Leonard W. Stitz have been unable to agree upon a fair price for approximately 0.12 acres of permanent water/sewer easement needed to complete the West Transmission Water Main Project; and

WHEREAS, the City of Fayetteville needs to gain possession of this needed property promptly to begin work on this public improvement and to not delay construction 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 hereby authorizes the City Attorney to file suit to seek court-ordered possession of property located on or near the West Transmission Water Main Project and owned by Leonard W. Stitz, that is needed for a permanent water/sewer easement for the Project, and to pay into the registry of the Circuit Court just compensation in the amount of \$3,000.00.

City of Fayetteville Staff Review Form

2023-1125

Item ID

10/3/2023

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

Tim Nyander

9/15/2023

WATER SEWER (720)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends City Council approval of a Resolution authorizing the City Attorney to seek condemnation and an order of possession of certain land owned by Leonard W. Stitz necessary for the West Transmission water main project.

Budget Impact:

5400.720.5600-5810.00

Water and Sewer

Account Number

Fund

10007.1

W/S Improvements Defined by Study

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,333,022.00

Expenses (Actual+Encum)

\$ 901,964.39

Available Budget

\$ 431,057.61

Does item have a direct cost? Yes

Item Cost

\$ 3,000.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 428,057.61

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

WATER/SEWER EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT WE, **Leonard W. Stitz, a married man**, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **City of Fayetteville, Arkansas, a municipal corporation**, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement and a temporary construction and grading easement to construct, lay, remove, relay, inspect, enlarge and/or operate a water and/or sanitary sewer pipe line or lines, manholes, grantee owned fiber optic equipment and appurtenances thereto, on, over, across, and under the following described land situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: Warranty Deed: 2022-10507

Part of the Northeast Quarter (NE ¼) of the Northeast Quarter (NE ¼) of Section Thirty-six (36), Township Eighteen (18) North, Range Thirty-one (31) West, Washington County, Arkansas, being more particularly described as follows, to-wit: Beginning at a point which is S00°51'50"W 843.77 feet from the Northeast corner of said Section 36, and thence continuing S00°51'50"W 180 feet; thence N88°51'34"W 938.01 feet to the East right of way line of Arkansas Highway 112; thence along said East right of line N11°07'09"W 105.69 feet; thence along said East right of way line N08°45'06"W 74.31 feet; thence East to the point of beginning, Subject to Easements, Rights of Way and Covenants of Record, if any. Subject to all prior reservations, restrictions, and conveyances of gas, oil, and/or other minerals and rights thereto. Subject to oil and gas leases, if any. Subject to all matters that would be shown by an accurate survey and inspection of the premises.

PERMANENT EASEMENT DESCRIPTION:

Part of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE ¼) of Section 36, Township 18 North, Range 31 West, Washington County, Arkansas, being more particularly described as follows: Commencing at the SE Corner of the NE1/4 of the NE1/4 of said Section 36; thence along the east line of said NE1/4 of the NE1/4, N 03°07'48" E 300.83 feet to the Grantor's south property line and to the Point of Beginning (POB); thence leaving said east line N 86°38'08" W 30.00 feet along said south line; thence leaving said south line, N 03°07'48" E 179.89 feet to the Grantor's north property line; thence along said north line, S 86°50'31" E 30.00 feet to the east line of said NE1/4 of the NE1/4; thence along said east line, S 03°07'48" W 180.00 feet; to the Point of Beginning (POB), containing 5,398 sq. ft., or 0.12 acres.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipe line or lines, manholes and/or appurtenances thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee, which hereby agrees to bury all pipes, where feasible, to a sufficient depth so as not to interfere with cultivation of soil, and that manholes will be constructed flush with the surface of the ground except in bottom lands where they shall be at a height above high water.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

The Grantee shall have the right to construct additional pipelines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

It is further understood that Grantee's easement shall be exclusive and that Grantor and/or Grantor's successors shall convey no parallel rights to any person, utility or corporation on, across or under said easement without the express written permission of Grantee.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document on behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the _____ day of _____, 2023.

Leonard W. Stitz

Clare M. Stitz

A C K N O W L E D G M E N T

STATE OF _____)
COUNTY OF _____) ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared, **Leonard W. Stitz and Clare M. Stitz, his wife**, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

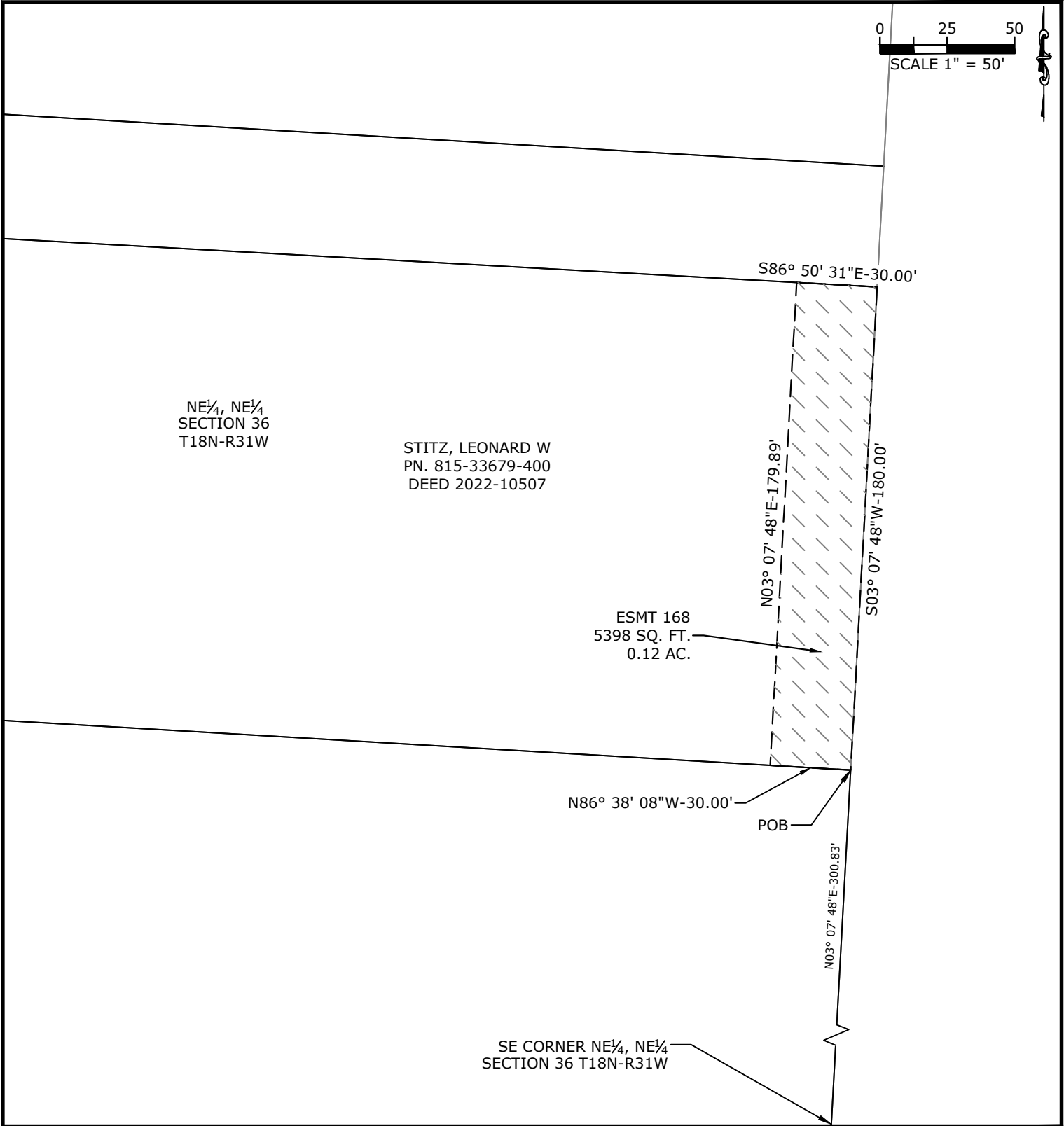
WITNESS my hand and seal on this _____ day of _____, 2023..

Notary Public

MY COMMISSION EXPIRES:

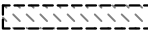
CASE HISTORY
WEST TRANSMISSION MAIN
Tract 168 Leonard Stitz

5/8/2023	Appraisal by Reed & Associates received.
5/11/2023	Offer packet mailed including offer letter (\$3,000.00), proposed easement, and exhibit and appraisal summary sheet and W-9. (Tract 168 requires 5,398sf)
8/2/2023	Reminder letter sent
8/28/2023	Final Reminder setting a 9/14/2023 deadline with Notification of Council date of October 3, is sent. There has been zero communication with this gentleman.
9/13/2023	Through BeenVerified attempted to email a yahoo.com address that was used most recently and it failed and was returned as undeliverable.



LEGEND

815-33679-400 ——— TAX PARCEL NUMBER
2022-10507 ——— DEED RECORD
——— EXISTING PROPERTY LINE

 PROPOSED RIGHT-OF-WAY
 PROPOSED PERMANENT EASEMENT
 PROPOSED TEMP. CONST. EASEMENT

BASIS OF BEARINGS: ARKANSAS STATE PLANE COORDINATE SYSTEM, NAD 83, NORTH ZONE. (NOT A PLAT OF SURVEY)

PROJ. MANAGER: TW
DATE: 12/29/22
SCALE: AS NOTED
DRAWN BY: JMT
REVISION: 1
PROJ. NUMBER: 11-2184

EXHIBIT "A"
MAP

WEST TRANSMISSION MAIN
FAYETTEVILLE, AR
TRACT 168
STITZ, LEONARD W

MCE McCLELLAND
CONSULTING
ENGINEERS, INC.
1580 E. STEARNS ST.
FAYETTEVILLE, AR 72703
(479) 443-2377
HTTP://WWW.MCE.US.COM

EX-1

0022

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Location: 21726 S. Highway 112, Springdale, AR
Client: McClelland Consulting Engineers
Fee Owner: Leonard W. Stitz
Mailing Address: 1166 N. Handy Street, Orange, CA 92867

Area Of The Whole:	3.88± ACS		
Area Of Remainder:	3.88± ACS	Permanent Easement	0.12± AC
Area Of Acquisition:	N/A		

HIGHEST AND BEST USE:

Whole Property	Continued Single-Family Residential Use
Remainder Property	Continued Single-Family Residential Use

ACQUISITION COMPENSATION:

Before			
Land: 3.88± ACS	\$	185,950	
Improvements:	\$		
Total:		\$	185,950
After			
Land: 3.88± ACS	\$	182,950	
Improvements: Not Applicable	\$		
Total		\$	<u>182,950</u>

FAIR MARKET VALUE OF ACQUISITION	\$	3,000
	\$	
Total Compensation as of: April 13, 2023	\$	<u>3,000</u>

ALLOCATION OF COMPENSATION

Land: Not Applicable	\$	0
Permanent Easement: 0.12± Acre (Rounded)	\$	3,000
Temporary Construction Easement: Not Applicable	\$	0
Improvements: Not Applicable	\$	0
Damages: Not Applicable	\$	0
Cost to Cure Items:	\$	0
Total Compensation:	\$	<u>3,000</u>

Please see the Extraordinary Assumptions and Hypothetical Condition previously presented.

Katie R. Hampton

Katie Reed Hampton, CG3642
Reed & Associates, Inc.





MEETING OF OCTOBER 3, 2023

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Kevin Springer, Budget Director
DATE:
SUBJECT: 2024 Millage Levy

RECOMMENDATION:

City staff recommends that City Council approve the millage levy ordinance which includes 0.4 mils for the Policemen's Pension and Relief Fund, 0.4 mils for the Firemen's Pension and Relief Fund, 3.7 mils for the Fayetteville Public Library, and 2.3 mils for 2024 General Fund operations. The mils remain unchanged from last year's millage levy for 2023 General Fund operations.

BACKGROUND:

Each year the City must approve an ordinance to renew the levy of ad valorem taxes on real and personal property within the City. This request will provide for such levy on property assessed during 2023.

As of August 6, 2023, the total assessed value of real and personal property located within the city limits of Fayetteville is approximately \$2.36 billion. The assessed valuation comes before the Washington County Board of Equalization has made all changes to the County Assessors Abstract.

DISCUSSION:

A millage levy ordinance must be approved by City Council in order for the City to continue to collect property taxes for the Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The millage levy for the Policemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils for personal property. The millage levy for the Firemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils for personal property, as was approved by referendum.

A millage levy ordinance must be approved for the operation of the Fayetteville Public Library. One was approved by the voters on October 1, 2002 and was for 1.0 mil for real property and 1.0 mil for personal property. On August 9, 2016 the citizens of Fayetteville voted to increase the millage for the library. The referendum approved was for an increase of 1.5 mils for operations for a total of 2.5 mils for operations. Additionally, 1.2 mils were approved by the voters for the bond debt service for the library expansion.

Total millage for the Fayetteville Public Library is 3.7 mils. The 1.20 mils will be removed when the bonds are retired.

Finally, City staff is requesting that City Council approve a millage levy ordinance for General Fund operations in the amount of 2.3 mils for both real and personal property.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

The 2024 proposed property tax revenue amount based on the 2.3 mil levy is estimated to bring in \$5,304,000 in General Fund revenue. Below is a proposed calendar of meetings which can be used to discuss the millage levy.

Tuesday, September 26	Agenda Session
Tuesday, October 3	City Council Meeting
Tuesday, October 10	Agenda Session
Tuesday, October 17	City Council Meeting

The millage levy must be at Washington County in time to be included in their consolidated levy ordinance which is anticipated to be approved at the November 16, 2023 Quorum Court meeting. The deadline for receipt of the City's levy by the County is October 31 each year. The City levy will be added to the levies by Washington County, the various school districts, improvement districts and other cities within the County when the Washington County Quorum Court adopts its millage levy for 2023.

A summary of the millage request is below.

- 2.3 mils for General Fund Operations
- 2.5 mils for the Fayetteville Public Library Operations
- 1.2 mils for the Fayetteville Public Library Expansion
- 0.4 mils for the Police Pension Fund
- 0.4 mils for the Fire Pension Fund

BUDGET/STAFF IMPACT:

The 0.4 mils Police and 0.4 mils Fire are needed to fund each Pension plan. The 2.5 mils are used to fund the operation and the 1.2 mils will be used for the bond debt service for the Fayetteville Public Library. The 2.3 mils request will be used to fund General Fund operations.

ATTACHMENTS: SRF - 2023 Property Tax (#3)

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 #: 2023-1123

2024 Millage Levy

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2023 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND, 2.5 MILLS FOR FAYETTEVILLE PUBLIC LIBRARY OPERATIONS AND 1.2 MILLS FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

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

Section 1: That a tax is hereby levied on the real and personal property within the City of Fayetteville, Arkansas, for the year 2023 to be collected in 2024 for the following purposes at the following rates:

REAL AND PERSONAL PROPERTY

<u>Purpose</u>	<u>Levy</u>
General Fund – Operations	2.3 mills
Fayetteville Public Library – Operations	2.5 mills
Fayetteville Public Library – Expansion	1.2 mills
Policemen's Pension and Relief Fund	0.4 mills
Firemen's Pension and Relief Fund	<u>0.4 mills</u>
TOTAL	6.8 mills

Section 2: That the real and personal property tax so levied and the rates provided therefor are hereby certified to the County Clerk of Washington County, Arkansas, to be placed in the tax book and collected in the same manner that the county and school district taxes are collected.

Section 3: The City Clerk is hereby authorized and directed to file a certified copy of this Ordinance in the Office of the County Clerk for Washington County, Arkansas.

City of Fayetteville Staff Review Form

2023-1123

Item ID

10/3/2023

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

Kevin Springer

9/14/2023

BUDGET & INFORMATION MGMT (133)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

City Council is requested to adopt real and personal property tax rates for 2023 for the Policemen's Pension & Relief, the Firemen's Pension & Relief Funds, the Fayetteville Public Library and the City's General Fund. The rate to be adopted for the Policemen's Pension & Relief Fund and the Firemen's Pension & Relief Fund is 0.4 mils for real property and 0.4 mils for personal property. The rate for the Fayetteville Public Library is 3.7 mils for real property and 3.7 mils for personal property. The rate requested for the City's General Fund is 2.3 mils for real property and 2.3 mils for personal property.

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 # 6601

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF OCTOBER 3, 2023

TO: Mayor Jordan and City Council

THRU: Holly Hertzberg

FROM: Kit Williams, City Attorney

DATE:

SUBJECT: **AN ORDINANCE TO AMEND § 118.05 PENALTY (B) CITY SERVICES TERMINATION TO ADD AN ADDITIONAL SUBSECTION (2) TO PROVIDE A PROCEDURAL DUE PROCESS HEARING OPPORTUNITY FOR UNLICENSED TYPE 2 SHORT TERM RENTALS PRIOR TO WITHHOLDING CITY SERVICES**

RECOMMENDATION:

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Procedural Due Process Hearing Provided to Type 2 Short Term Rentals (#3), City Services Termination Current Law (#4), Signed Agenda Request Holly Hertzberg (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1122

AN ORDINANCE TO AMEND § 118.05 PENALTY (B) *CITY SERVICES TERMINATION* TO ADD AN ADDITIONAL SUBSECTION (2) TO PROVIDE A PROCEDURAL DUE PROCESS HEARING OPPORTUNITY FOR UNLICENSED TYPE 2 SHORT TERM RENTALS PRIOR TO WITHHOLDING CITY SERVICES

AN ORDINANCE TO AMEND §118.05 PENALTY (B) CITY SERVICES TERMINATION TO ADD AN ADDITIONAL SUBSECTION (2) TO PROVIDE A PROCEDURAL DUE PROCESS HEARING OPPORTUNITY FOR UNLICENSED TYPE 2 SHORT TERM RENTALS PRIOR TO WITHHOLDING CITY SERVICES

WHEREAS, a previously licensed Short Term Rental whose license has been suspended or revoked after being provided an opportunity for a procedural due process hearing may have its city services including water, sewer, and solid waste withdrawn from the business premises, and

WHEREAS, numerous Type 2 short term rentals appear to be illegally operating without obtaining a business license, but should also be provided an opportunity for a procedural due process hearing prior to its city services being withdrawn from the business premises.

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 § 118.05 (B) *City Services Termination* by placing all existing language in a new subsection (B)(1) and enacting a new subsection (B)(2) as follows:

“(2) A Type 2 Short Term Rental operator who does not have a valid and legal business license for the Type 2 Short Term Rental and who has not already been afforded an opportunity for a procedural due process hearing pursuant to § 118.01 (E)(17) shall be sent a letter to the address of the suspected Type 2 Short Term Rental in which it is stated that the operator or owner may request a procedural due process hearing prior to withholding city services in not less than five (5) nor more than ten (10) business days. If such due process hearing is requested by the owner or operator prior to the expiration of ten (10) business days, such hearing shall be promptly scheduled. The Chief of Staff shall hear evidence from City staff and others that the subject Type 2 Short Term Rental does not have a valid current license and has been operating the Short Term Rental in violation of the *City Code*. The owner or operator may then explain and/or provide evidence disputing the City’s allegations or explaining why city services should not be withheld from the property. The Chief of Staff may then recommend to the Mayor whether or not city services should be withheld from the premises of the Type 2 Short Term Rental and what could be done by the owner/operator of the premises to obtain city services at this location again. The Mayor

may then order the withholding of all city services including water, sewer and solid waste from the premises and property.”



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Jodi Batker
Paralegal

TO: **Mayor Jordan**
City Council
Kara Paxton, City Clerk/Treasurer

CC: **Susan Norton, Chief of Staff**
Paul Becker, Chief Financial Officer
Tim Nyander, Utilities Director

FROM: **Kit Williams, City Attorney**

DATE: **September 14, 2023**

RE: **Procedural Due Process Hearing Provided to Type 2 Short Term Rental Operator/Owner prior to Termination of City Services**

The majority of operating Type 2 Short Term Rental operators in Fayetteville have now been properly inspected and licensed. However, it appears that numerous Type 2 Short Term Rentals operating in Fayetteville have failed to apply for or be granted a business license nor have passed the health/safety inspection of their rentals. Because these businesses are operating illegally (violation of our zoning law, our business license law, and our Type 2 Short Term Rental law), they are subject to the withholding of city services: water, sewer, solid waste upon the order of the Mayor.

A licensed Short Term Rental operator who the Development Services Director reasonably believes should have its license suspended or revoked is entitled to an opportunity to request a procedural due process hearing conducted by the Chief of Staff to review such proposed action. An owner/operator of a Type 2 Short Term Rental who has never been licensed, nor inspected pursuant to the legal requirements of a Fayetteville Code is operating illegally and probably not constitutionally required to be afforded an opportunity to a procedure or process hearing.

Nevertheless to try to ensure no business (Type 2 Short Term Rental) would have city services withheld from the business premises without good and proper reason, the City Attorney's Office and Ordinance Review Committee recommend any such operator who has not already received an opportunity to request a procedural due process hearing should be provided with such an opportunity prior to the withholding of city services. That is what this proposed code amendment would require.

I should note that this would be an administrative procedure rather than a criminal prosecution which could result in fines. This administrative procedure does not involve any possible fines, but only the administrative penalty of withholding city services for illegally operating a business. This administrative procedure is much faster and more efficient than criminal prosecution. This efficient process which complies with procedural due process is advisable because there may be over one hundred Type 2 Short Term Rentals still illegally operating which have never obtained a business license nor complied with the Type 2 Short Term Rental requirements including the health/safety inspection of their premises.

license owner has failed to correct the problems or new grounds or suspension or revocation have occurred, the Chief of Staff shall conduct a second due process hearing and consider all previous evidence whether or not the business license should be suspended or revoked.

- (iv) Refuse to revoke or suspend the license which shall remain valid. Any complaint about events leading to the hearing shall not be considered again.

(Ord. No. 5347, 9-7-10)

118.04 Appeal To City Council

Any person or entity whose license has been suspended or revoked pursuant to §118.03 may appeal such suspension or revocation to the City Council by providing the City Clerk's Office with a written request for City Council review within ten (10) business days of the issuance of the suspension or revocation. The City Council may then determine, after a public hearing in which the business license owner may present evidence and explanations, whether the business owner's license should be suspended for not more than thirty (30) days, revoked because of the grounds presented, or that no suspension or revocation is warranted.

(Ord. No. 5347, 9-7-10)

118.05 Penalty

- (A) *Fines.* No business or other entity who is required by this chapter to obtain a business license shall operate without having and displaying at the business a valid and current City of Fayetteville Business License. Operating without a license shall be a violation punishable by a fine of up to \$250.00 per day of operation.

- (B) *City Services Termination.* If a business or entity continues to operate without a valid and current City of Fayetteville Business License for a period of one week after notification by the Director of Development Services, the Mayor may order the withholding of all city services including water, sewer and solid waste for the business premises.

(Ord. No. 5347, 9-7-10)

Current law ↑

AGENDA REQUEST FORM

FOR: Council Meeting of October 3, 2023

FROM: Council Member Holly Hertzberg

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 118.05 PENALTY (B) CITY SERVICES
TERMINATION TO ADD AN ADDITIONAL SUBSECTION (2) TO PROVIDE A
PROCEDURAL DUE PROCESS HEARING OPPORTUNITY FOR UNLICENSED TYPE
2 SHORT TERM RENTALS PRIOR TO WITHHOLDING CITY SERVICES

APPROVED FOR AGENDA:



Holly Hertzberg
City Council Member

9/14/23
Date



Kit Williams
Fayetteville City Attorney
Approved as to form

September 14, 2023
Date



MEETING OF OCTOBER 3, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

DATE:

SUBJECT: **VAC-2023-0004: Vacation (817 E. DOGWOOD LN./BUXTON, 486): Submitted by BLEW & ASSOCIATES for property located at 817 E. DOGWOOD LN. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.52 acres. The request is to vacate a 0.16-acre portion of alley right-of-way.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of **VAC-2023-0004** as shown in the attached Exhibits 'A' and 'B' and with the following conditions of approval:

1. Any damage or relocation of existing facilities will be at the property owner/developer's expense;
2. A 20-foot access easement shall be dedicated as shown in the attached site exhibit; and
3. A new 15-foot utility easement shall be dedicated along the north side of the subject property as requested by AEP/SWEPCO.

BACKGROUND:

The subject property includes one parcel totaling 0.52 acres which is located on the north side of Mount Sequoyah about 300 feet southeast of the intersection of Dogwood Lane and Lafayette Street. The property is developed with a single-family dwelling which was built in 1967 and is accessed through a public alley. While the alley used to extend farther south to Missouri Way, a portion of the alley was vacated and abandoned in 1972 (Ord. 1878), and the alley now terminates at the east end of the subject property.

Request: The applicant proposes to vacate a portion of the alley right-of-way adjacent to the subject property which totals approximately 0.16 acres.

Public Comment: Staff received one inquiry about this request, though no support or opposition to the vacation was offered.

DISCUSSION:

Staff is supportive of the applicant's request to vacate a portion of the alley right-of-way. The right-of-way no longer contributes towards the creation of a complete, compact, and connected neighborhood as it is

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

disconnected from other street rights-of-way and only extends about 300 feet in length. The applicant has submitted the required vacation approval forms to relevant city departments and franchise utility companies with conditions as noted above. The applicant has also obtained approval from the other property owner adjacent to the right-of-way proposed to be vacated with no objections.

At the September 11, 2023 Planning Commission meeting, this item was forwarded to City Council with a recommendation of approval by a vote of 9-0-0. Commissioner Payne made the motion and Commissioner Brink seconded. Commissioners found the request to be appropriate and offered little comment on the item. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Applicant Request Letter (#6), Petition to Vacate (#7), Survey (#8)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1096

VAC-2023-0004: Vacation (817 E. DOGWOOD LN./BUXTON, 486): Submitted by BLEW & ASSOCIATES for property located at 817 E. DOGWOOD LN. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.52 acres. The request is to vacate a 0.16-acre portion of alley right-of-way.

AN ORDINANCE TO APPROVE VAC 23-04 FOR PROPERTY LOCATED AT 817 EAST DOGWOOD LANE IN WARD 1 TO VACATE A 0.16-ACRE PORTION OF ALLEY RIGHT-OF-WAY

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 portion of alley right-of-way 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 alley right-of-way as described in Exhibit 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 damage to or relocation of existing facilities will be at the property owner/developer's expense;
2. A 20-foot access easement shall be dedicated as shown in the Blew and Associates survey attached to the Planning Department's memo; and
3. A new 15-foot utility easement shall be dedicated along the north side of the subject property as requested by AEP/SWEPCO.

City of Fayetteville Staff Review Form

2023-1096

Item ID

10/3/2023

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

Jonathan Curth

9/15/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

VAC-2023-0004: Vacation (817 E. DOGWOOD LN./BUXTON, 486): Submitted by BLEW & ASSOCIATES for property located at 817 E. DOGWOOD LN. in WARD 1. The property is zoned RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE and contains approximately 0.52 acres. The request is to vacate a 0.16-acre portion of alley right-of-way.

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:

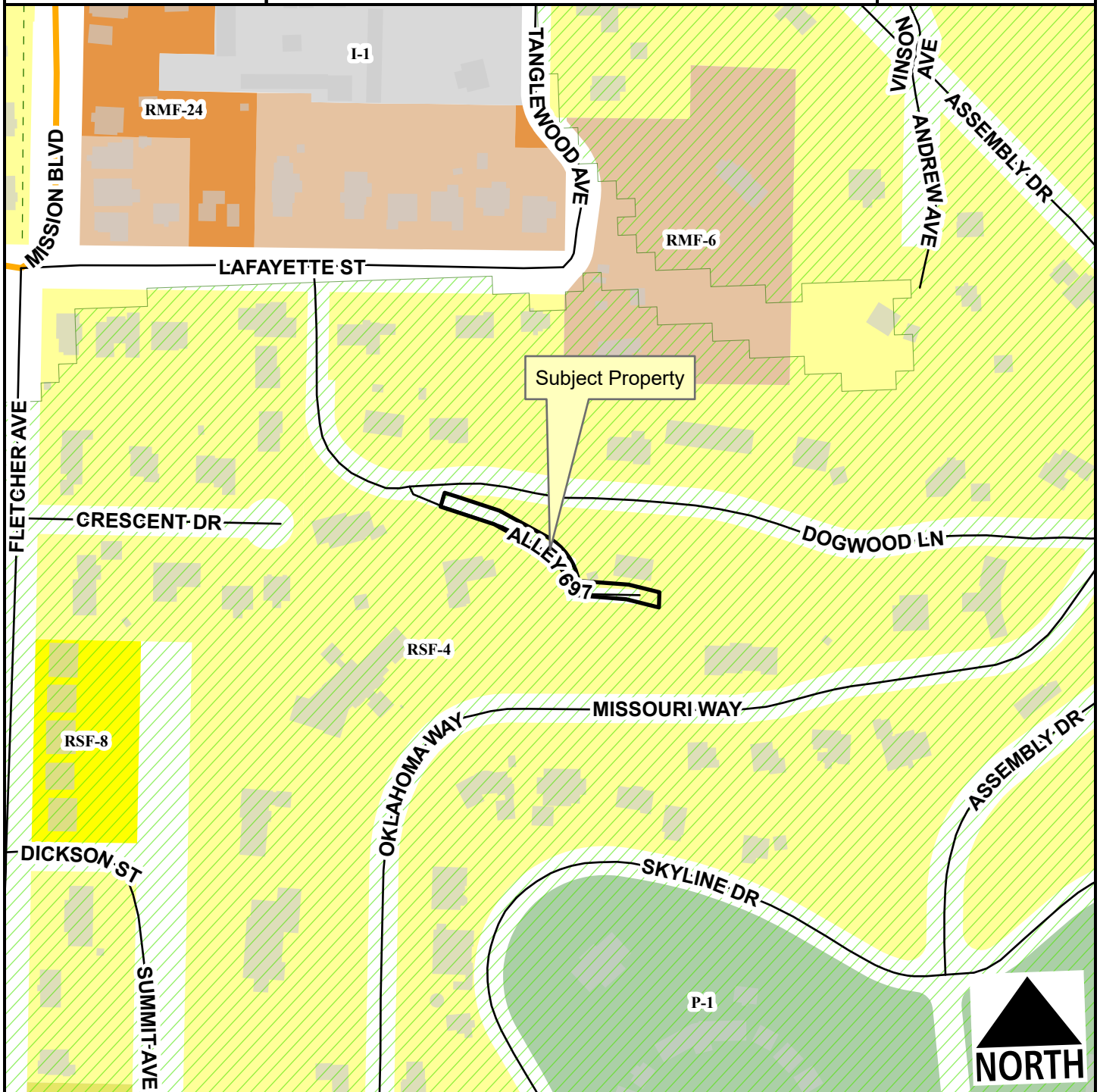
Comments:

VAC-2023-0004

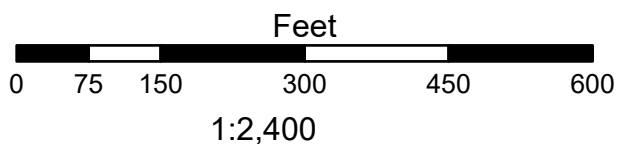
817 E DOGWOOD LN

VAC-2023-0004
EXHIBIT 'A'

Close Up View



- Neighborhood Link
- Alley
- Residential Link
- Hillside-Hilltop Overlay District
- Planning Area
- Fayetteville City Limits
- Trail (Proposed)



- RSF-4
- RSF-8
- RSF-18
- RMF-6
- RMF-24
- I-1 Heavy Commercial and Light Industrial
- P-1



BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS
RIGHT-OF-WAY VACATION AREA

VAC-2023-0004
EXHIBIT 'B'

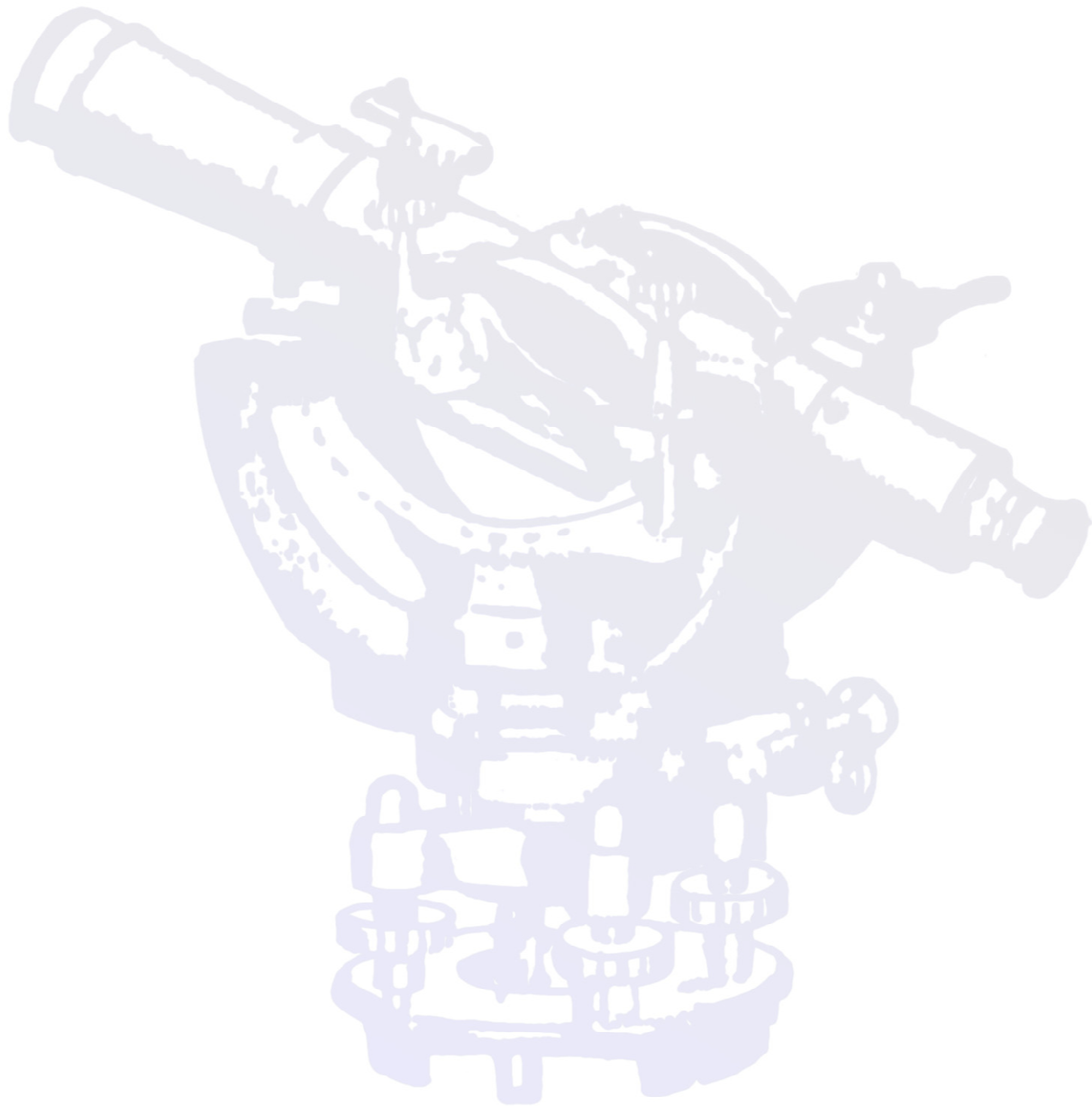
A PORTION OF A 20' PUBLIC ALLEY, IN GOFF ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SET 5/8" REBAR WITH CAP "AR 1659", BEING THE SOUTHEAST CORNER OF LOT 2 OF SAID GOFF ADDITION; THENCE N04°07'16"E 35.36 FEET TO A FOUND 1/2" REBAR WITH CAP "PLS 1005", BEING THE TRUE POINT OF BEGINNING; THENCE N83°36'05"W 12.62 FEET TO A SET 5/8" REBAR WITH CAP "AR 1659"; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 67.69 FEET, WITH A CHORD BEARING OF N29°44'39"W, AND A CHORD LENGTH OF 72.49 FEET TO A SET 5/8" REBAR WITH CAP "AR 1659"; THENCE N59°11'49"W 72.91 FEET TO A SET 5/8" REBAR WITH CAP "AR 1659"; THENCE N69°50'54"W 77.71 FEET TO A FOUND 1/2" REBAR WITH CAP "PLS 1005"; THENCE N19°02'12"E 20.06 FEET TO A SET 5/8" REBAR WITH CAP "AR 1659"; THENCE S69°50'54"E 79.24 FEET TO A POINT; THENCE S59°11'49"E 74.30 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 87.69 FEET, WITH A CHORD BEARING OF S33°45'59"E, AND A CHORD LENGTH OF 74.83 FEET TO A FOUND 1/2" REBAR WITH CAP "PLS 1005"; THENCE S83°47'16"E 68.77 FEET TO A SET 5/8" REBAR WITH CAP "AR 1659"; THENCE S73°59'12"E 43.87 FEET TO A FOUND 1/2" REBAR WITH CAP "PLS 1005"; THENCE S04°11'06"W 20.94 FEET TO A FOUND 1/2" REBAR WITH CAP "PLS 1005"; THENCE N73°44'22"W 46.40 FEET TO A SET 5/8" REBAR WITH CAP "AR 1659"; THENCE N83°31'09"W 67.15 FEET TO THE POINT OF BEGINNING, CONTAINING 0.156 ACRES OR 6,812 SQUARE FEET, MORE OR LESS. SUBJECT TO EASEMENTS

BLEW & ASSOCIATES, PA

CIVIL ENGINEERS & LAND SURVEYORS

AND RIGHTS-OF-WAY OF RECORD.





Blew & Associates, P.A.

Civil Engineers

Professional Land Surveyors

3825 N. Shiloh Dr.
Fayetteville, Arkansas 72703
479-443-4506
Fax 582-1883

July 18th, 2023

To Whom It May Concern,

Right-of-Way Vacation

My client, Christina Buxton is requesting a right-of-way vacation for the property at 817 East Dogwood Lane in Fayetteville. We are requesting this in order to give our client more usable property. She does currently have access off of Dogwood Lane and the right-of-way we are proposing to vacate is not used. The adjacent property owner is in favor of this as well. We kindly ask for your approval of this right-of-way vacation. The vacation affects parcel 765-05732-000.

Sincerely,

Nikki Littrell
Senior Project Coordinator
Blew & Associates, P.A.

PETITION TO VACATE

PETITION TO VACATE A RIGHT-OF-WAY LOCATED IN LOT 3 & WEST 11.20' OF LOT 4 BLOCK 2 OF THE GOFF ADDITION, CITY OF FAYETTEVILLE, ARKANSAS.

TO: The Fayetteville City Planning Commission and
 The Fayetteville City Council

We, the undersigned, being all the owners of the real estate abutting the easement hereinafter sought to be abandoned and vacated, lying in Lot 3 & West 11.20' of Lot 4 Block 2 of the Goff Addition, City of Fayetteville, Arkansas, a municipal corporation, petition to vacate a right-of-way which is described as follows:

A PORTION OF A 20' PUBLIC ALLEY, IN GOFF ADDITION TO THE CITY OF FAYETTEVILLE, ARKANSAS, AS PER PLAT ON FILE IN THE OFFICE OF THE CIRCUIT CLERK AND EX-OFFICIO RECORDER OF WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A SET 5/8" REBAR WITH CAP "AR 1659", BEING THE SOUTHEAST CORNER OF LOT 2 OF SAID GOFF ADDITION; THENCE N04°07'16"E 35.36 FEET TO A FOUND 1/2" REBAR WITH CAP "PLS 1005", BEING THE TRUE POINT OF BEGINNING; THENCE N83°36'05"W 12.62 FEET TO A SET 5/8" REBAR WITH CAP "AR 1659"; THENCE ALONG A CURVE TO THE LEFT, WITH A RADIUS OF 67.69 FEET, WITH A CHORD BEARING OF N29°44'39"W, AND A CHORD LENGTH OF 72.49 FEET TO A SET 5/8" REBAR WITH CAP "AR 1659"; THENCE N59°11'49"W 72.91 FEET TO A SET 5/8" REBAR WITH CAP "AR 1659"; THENCE N69°50'54"W 77.71 FEET TO A FOUND 1/2" REBAR WITH CAP "PLS 1005"; THENCE N19°02'12"E 20.06 FEET TO A SET 5/8" REBAR WITH CAP "AR 1659"; THENCE S69°50'54"E 79.24 FEET TO A POINT; THENCE S59°11'49"E 74.30 FEET TO A POINT; THENCE ALONG A CURVE TO THE RIGHT, WITH A RADIUS OF 87.69 FEET, WITH A CHORD BEARING OF S33°45'59"E, AND A CHORD LENGTH OF 74.83 FEET TO A FOUND 1/2" REBAR WITH CAP "PLS 1005"; THENCE S83°47'16"E 68.77 FEET TO A SET 5/8" REBAR WITH CAP "AR 1659"; THENCE S73°59'12"E 43.87 FEET TO A FOUND 1/2" REBAR WITH CAP "PLS 1005"; THENCE S04°11'06"W 20.94 FEET TO A FOUND 1/2" REBAR WITH CAP "PLS 1005"; THENCE N73°44'22"W 46.40 FEET TO A SET 5/8" REBAR WITH CAP "AR 1659"; THENCE N83°31'09"W 67.15 FEET TO THE POINT OF BEGINNING, CONTAINING 0.156 ACRES OR 6,812 SQUARE FEET, MORE OR LESS. SUBJECT TO EASEMENTS AND RIGHTS-OF-WAY OF RECORD.

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 21 day of July, 2023.

Christina M. Buxton

Printed Name

Christina M. Buxton

Signature

Printed Name

Signature



MEETING OF OCTOBER 3, 2023

TO: Mayor Jordan and City Council

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

FROM: Jessica Masters, Development Review Manager

DATE:

SUBJECT: **ADM-2023-0028: Administrative Item (Amend UDC Chapters 151, 163, and 164): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to 151.01, 163.05, and 164.24. The proposed code changes would update childcare family home requirements to align with state law.**

RECOMMENDATION:

City staff and the Planning Commission recommend approval of an amendment to the Unified Development Code amending §151.01, 163.05, and 164.24 to update childcare family home requirements to align with state law.

BACKGROUND:

The Arkansas State Legislature passed a law during the 2023 Regular Session “concerning the compliance of childcare facilities with local regulations when seeking licensure under the Childcare Facility Licensing Act.” In reviewing the requirements as set forth by Act 60 (included in attached Planning Commission memo), staff identified areas in the Unified Development Code (UDC) that require updating to align with the new law.

DISCUSSION:

This item addresses the regulatory changes needed to align with new State requirements. In summary, the changes now permit in-home childcare facilities to be regulated as strictly residential uses, rather than with any heightened standards beyond those within the Arkansas Fire Prevention Code. A license will still be required by the State for these facilities. Staff identified changes necessary in UDC sections 151.01 - Definitions, 163.05 - Child Care; Nursery School, and 164.24 - Registered Child Care Family Homes. Proposed UDC changes are attached as clean text and strikethrough.

When the Planning Commission considered the item in their September 11, 2023 meeting, there was unanimous support. The item was placed on the consent agenda, and a vote of 9-0-0 followed. No public comment was received either prior to or during the public hearing.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Proposed Ordinance Amendment - EXHIBIT A (#4), Proposed Ordinance Amendment in Strikeout (#5), Planning Commission Staff Report (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1098

ADM-2023-0028: Administrative Item (Amend UDC Chapters 151, 163, and 164): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to 151.01, 163.05, and 164.24. The proposed code changes would update childcare family home requirements to align with state law.

AN ORDINANCE TO AMEND §151.01 DEFINITIONS, §163.05 CHILD CARE; NURSERY SCHOOL, AND §164.24 REGISTERED CHILD CARE FAMILY HOMES OF THE UNIFIED DEVELOPMENT CODE TO ALIGN THE CITY'S CHILDCARE FAMILY HOME REQUIREMENTS WITH STATE LAW

WHEREAS, recent changes to state law adopted by the Arkansas General Assembly in Act 60 of 2023 require amendments to the City of Fayetteville's regulations regarding home child care facilities.

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 definition of "Registered Child Care Family Home" in § 151.01 **Definitions** and enacts a new definition as follows:

"Registered Child Care Family Home (zoning) – A childcare setting in which the caregiver provides child care in a family residence or a residence with a homelike environment and is registered or licensed by the State of Arkansas pursuant to Ark. Code Ann. § 20-78-201, et seq."

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends § 163.05 **Child Care; Nursery School** as follows:

"All such establishments, other than Registered Child Care Family Homes authorized pursuant to §164.24 of the Unified Development Code, shall be located on lots which:

1. Minimum Lot Area. Contain a minimum lot area of 250 square feet per child.
2. Minimum Outdoor Play Space. Provide a minimum outdoor play space of 75 square feet per child, calculated on the basis of the number of children occupying the outdoor play space at one time.
3. Number of Children. In an RSF zone, a child care facility may be approved as a conditional use of no more than ten (10) children, or the number of children approved by the state's licensing board, whichever is fewer."

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 164.24 **Registered Child Care Family Homes** and enacts a replacement § 164.24 as follows:

” 164.24 – Registered Child Care Family Homes

Registered Child Care Family Homes shall be allowed by right in any zoning district in which residential uses are permitted. Operators of registered child care family homes shall ensure a current copy of his or her license issued by the State of Arkansas is on file with the City of Fayetteville.”

City of Fayetteville Staff Review Form

2023-1098

Item ID

10/3/2023

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

Jonathan Curth

9/15/2023

DEVELOPMENT SERVICES (620)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM-2023-0028: Administrative Item (Amend UDC Chapters 151, 163, and 164): Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to 151.01, 163.05, and 164.24. The proposed code changes would update childcare family home requirements to align with state law.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

EXHIBIT 'A'

151.01 – Definitions

Registered Child Care Family Home (zoning) – A childcare setting in which the caregiver provides child care in a family residence or a residence with a homelike environment and is registered or licensed by the State of Arkansas pursuant to Ark. Code Ann. § 20-78-201, *et seq.*

163.05 - Child Care; Nursery School

All such establishments, other than Registered Child Care Family Homes authorized pursuant to §164.24 of the Unified Development Code, shall be located on lots which:

(A) Minimum Lot Area. Contain a minimum lot area of 250 square feet per child.

(B) Minimum Outdoor Play Space. Provide a minimum outdoor play space of 75 square feet per child, calculated on the basis of the number of children occupying the outdoor play space at one time.

(C) Number of Children. In an RSF zone, a child care facility may be approved as a conditional use of no more than ten (10) children, or the number of children approved by the state's licensing board, whichever is fewer.

164.24 – Registered Child Care Family Homes

Registered Child Care Family Homes shall be allowed by-right in any zoning district in which residential uses are permitted. Operators of registered child care family homes shall ensure a current copy of his or her license issued by the State of Arkansas is on file with the City of Fayetteville.

151.01 – Definitions

Registered Child Care Family Home (zoning) – ~~A child care facility licensed by the Arkansas Department of Human Services in which five (5) or fewer children are cared for in the caregiver's own residence. A childcare setting in which the caregiver provides child care in a family residence or a residence with a homelike environment and is registered or licensed by the State of Arkansas pursuant to Ark. Code Ann. § 20-78-201, et seq.~~

163.05 - Child Care; Nursery School

All such establishments, other than Registered Child Care Family Homes authorized pursuant to ~~§164.24~~ §164.24 of the Unified Development Code, shall be located on lots which:

(A) Minimum Lot Area. Contain a minimum lot area of 250 square feet per child.

(B) Minimum Outdoor Play Space. Provide a minimum outdoor play space of ~~80~~ 75 square feet per child, calculated on the basis of the number of children occupying the outdoor play space at one time.

(C) Number of Children. In an RSF zone, a child care facility may be approved as a conditional use of no more than ten (10) children, or the number of children approved by the state's licensing board, whichever is fewer.

164.24 – Registered Child Care Family Homes

Registered Child Care Family Homes shall be allowed by-right in any zoning district in which residential uses are permitted. Operators of registered child care family homes shall ensure a current copy of his or her license issued by the State of Arkansas is on file with the City of Fayetteville. ~~the following conditions are met:~~

~~Minimum Lot Area. A Registered Child Care Family Home shall have a minimum lot area of 250 square feet per child.~~

~~Minimum Outdoor Play Space. A Registered Child Care Family Home shall provide a minimum outdoor play space of 75 square feet per child, calculated on the basis of the number of children occupying the outdoor play space at one time. Outdoor play space shall be fenced and secured.~~

~~Number of Children. A Registered Child Care Family Home is permitted for no more than five (5) children.~~

~~Registration with the State of Arkansas. A caregiver operating a Registered Child Care Family Home shall ensure a current copy of his or her license issued by the Arkansas Department of Human Services is on file with the City of Fayetteville.~~



TO: Fayetteville Planning Commission

FROM: Jessie Masters, Development Review Manager

MEETING DATE: September 11, 2023 **Updated with results from 9/11/2023 PC Meeting**

SUBJECT: **ADM-2023-0028: Administrative Item (Amend UDC Chapters 151, 163, and 164):** Submitted by CITY OF FAYETTEVILLE STAFF. The request is an amendment to 151.01, 163.05, and 164.24. The proposed code changes would update childcare family home requirements to align with state law.

RECOMMENDATION:

Staff recommends forwarding **ADM-2023-0028** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **ADM-2023-0028** to the City Council with a recommendation of approval."*

BACKGROUND:

The Arkansas State Legislature passed a law during the 2023 Regular Session "concerning the compliance of childcare facilities with local regulations when seeking licensure under the Childcare Facility Licensing Act." In reviewing the requirements as set forth by Act 60, staff identified areas in the Unified Development Code that require updating to align with the new law.

DISCUSSION:

The purpose of this amendment is to address the regulatory changes needed to align with new requirements. In summary, the changes now permit in-home childcare facilities to be regulated as strictly residential uses, rather than with any heightened requirements beyond those typically required by the Arkansas Fire Prevention Code. A license will still be required by the State for these facilities. Staff identified changes necessary in UDC sections 151.01, Definitions, 163.05 – Child Care; Nursery School, and 164.24 – Registered Child Care Family Homes. Proposed Unified Development Code changes are attached as clean text, and as strikethrough.

RECOMMENDATION: Staff recommends forwarding **ADM-2023-0028** to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required YES**Date: September 11, 2023**☐ Tabled☒ Forwarded☐ Denied**Motion: Sparkman**to City Council with a
recommendation of
approval.**Second: Garlock****Vote: 9-0-0**

-On consent agenda

BUDGET/STAFF IMPACT:

None

Attachments:

- Act 60, House Bill 1155
- Proposed Ordinance, Clean
 - §151.01 – Definitions
 - §163.05 - Child Care; Nursery School
 - §164.24 – Registered Child Care Family Homes
- Proposed Ordinance, Strike-through
 - §151.01 – Definitions
 - §163.05 - Child Care; Nursery School
 - §164.24 – Registered Child Care Family Homes

State of Arkansas

As Engrossed: H2/1/23

94th General Assembly

A Bill

Regular Session, 2023

HOUSE BILL 1155

By: Representatives Bentley, K. Brown, Crawford, Haak, Ladyman, Long, Lundstrum, McAlindon, R.
Scott Richardson, *J. Mayberry*

By: Senator Irvin

For An Act To Be Entitled

AN ACT CONCERNING THE COMPLIANCE OF CHILDCARE
FACILITIES WITH LOCAL REGULATIONS WHEN SEEKING
LICENSURE UNDER THE CHILDCARE FACILITY LICENSING ACT;
AND FOR OTHER PURPOSES.

Subtitle

CONCERNING THE COMPLIANCE OF CHILDCARE
FACILITIES WITH LOCAL REGULATIONS WHEN
SEEKING LICENSURE UNDER THE CHILDCARE
FACILITY LICENSING ACT.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. Arkansas Code Title 20, Chapter 78, Subchapter 2, is
amended to add an additional section to read as follows:

20-78-229. Compliance with local regulations – Childcare family
homes – Exceptions.

(a) As used in this section:

(1) "Childcare family home" means a childcare setting in which
the caregiver provides child care in a family residence or a residence with a
homelike environment; and

(2) "Local governing authority" means the governing body of the
municipality or county where a childcare facility is located.

(b)(1) The Division of Child Care and Early Childhood Education shall
require any childcare facility seeking licensure under this subchapter to



1 comply with applicable zoning and land use development regulations of the
2 municipality and county where the childcare facility is located.

3 (2) Failure to comply with applicable zoning and land use
4 regulations is grounds for the denial of a license of a childcare facility.

5 (c)(1) A local governing authority shall treat a childcare family home
6 as residential property use in the application of local regulations,
7 including without limitation:

8 (A) Zoning;

9 (B) Land use development;

10 (C) Fire and life safety;

11 (D) Sanitation; and

12 (E) Building codes.

13 (2) Residential property use for zoning purposes includes
14 without limitation single-family residential zoning.

15 (d)(1) For a childcare family home, a local governing authority shall
16 not impose:

17 (A) Any additional regulations that do not also apply to
18 other residential properties; or

19 (B) Stricter requirements than those in the Arkansas Fire
20 Prevention Code.

21 (2) However, this section does not restrict a local governing
22 authority from, on a case-by-case basis, managing the flow of traffic and
23 parking related to adjacent childcare family homes.

24 (e)(1) The Division of Child Care and Early Childhood Education may
25 promulgate rules related to adequate fire protection and prevention in a
26 childcare family home.

27 (2) As part of developing any proposed rules in accordance with
28 subdivision (e)(1) of this section, the Division of Child Care and Early
29 Childhood Education shall seek the advice and assistance of:

30 (A) The Department of Health;

31 (B) The Boiler Inspection Division; and

32 (C) Councils and associations representing:

33 (i) Fire marshals; and

34 (ii) Building code officials.

35
36 **APPROVED: 2/13/23**

151.01 – Definitions

Registered Child Care Family Home (zoning) – A childcare setting in which the caregiver provides child care in a family residence or a residence with a homelike environment and is registered or licensed by the State of Arkansas pursuant to Ark. Code Ann. § 20-78-201, *et seq.*

163.05 - Child Care; Nursery School

All such establishments, other than Registered Child Care Family Homes authorized pursuant to §164.24 of the Unified Development Code, shall be located on lots which:

(A) Minimum Lot Area. Contain a minimum lot area of 250 square feet per child.

(B) Minimum Outdoor Play Space. Provide a minimum outdoor play space of 75 square feet per child, calculated on the basis of the number of children occupying the outdoor play space at one time.

(C) Number of Children. In an RSF zone, a child care facility may be approved as a conditional use of no more than ten (10) children, or the number of children approved by the state's licensing board, whichever is fewer.

164.24 – Registered Child Care Family Homes

Registered Child Care Family Homes shall be allowed by-right in any zoning district in which residential uses are permitted. Operators of registered child care family homes shall ensure a current copy of his or her license issued by the State of Arkansas is on file with the City of Fayetteville.

151.01 – Definitions

Registered Child Care Family Home (zoning) – ~~A child care facility licensed by the Arkansas Department of Human Services in which five (5) or fewer children are cared for in the caregiver's own residence. A childcare setting in which the caregiver provides child care in a family residence or a residence with a homelike environment and is registered or licensed by the State of Arkansas pursuant to Ark. Code Ann. § 20-78-201, et seq.~~

163.05 - Child Care; Nursery School

All such establishments, other than Registered Child Care Family Homes authorized pursuant to ~~§164.24~~ §164.24 of the Unified Development Code, shall be located on lots which:

(A) Minimum Lot Area. Contain a minimum lot area of 250 square feet per child.

(B) Minimum Outdoor Play Space. Provide a minimum outdoor play space of ~~80~~ 75 square feet per child, calculated on the basis of the number of children occupying the outdoor play space at one time.

(C) Number of Children. In an RSF zone, a child care facility may be approved as a conditional use of no more than ten (10) children, or the number of children approved by the state's licensing board, whichever is fewer.

164.24 – Registered Child Care Family Homes

Registered Child Care Family Homes shall be allowed by-right in any zoning district in which residential uses are permitted. Operators of registered child care family homes shall ensure a current copy of his or her license issued by the State of Arkansas is on file with the City of Fayetteville. ~~the following conditions are met:~~

~~Minimum Lot Area. A Registered Child Care Family Home shall have a minimum lot area of 250 square feet per child.~~

~~Minimum Outdoor Play Space. A Registered Child Care Family Home shall provide a minimum outdoor play space of 75 square feet per child, calculated on the basis of the number of children occupying the outdoor play space at one time. Outdoor play space shall be fenced and secured.~~

~~Number of Children. A Registered Child Care Family Home is permitted for no more than five (5) children.~~

~~Registration with the State of Arkansas. A caregiver operating a Registered Child Care Family Home shall ensure a current copy of his or her license issued by the Arkansas Department of Human Services is on file with the City of Fayetteville.~~



MEETING OF OCTOBER 3, 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-2023-0022: Rezoning (5672 W. TACKETT DR/HOGREFE, 436): Submitted by ALAN HOGREFE for property located at 5672 W. TACKETT DR in WARD 4. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 2.32 acres. The request is to rezone the property to RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR 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 in west Fayetteville south of W. Wedington Dr. approximately ¼ mile southwest of the intersection with N. 54th Ave. The property contains roughly 2.32 acres and is zoned R-A, Residential Agricultural. The property is currently developed with a 2,258 square foot single-family structure constructed in 1991 and associated outbuildings. Approximately 1/3 of the northern portion of the parcel is constrained by streamside protection zones and FEMA Floodway/Floodplain.

Request: The request is to rezone the property from R-A, Residential Agricultural to RSF-4, Residential Single-Family, Four Units per Acre. The applicant has indicated in their request letter that they intend to replace an existing non-conforming shed with a new structure approximately 5 feet from the property line.

Public Comment: Staff did not receive any public comment on this request prior to the Planning Commission meeting. A petition opposing the rezoning was received after the Planning Commission meeting citing traffic and safety concerns. The petition has been added to the end of the Planning Commission packet.

Land Use Compatibility: Staff finds the request to be compatible with the surrounding context. While the applicant has stated no intent to build additional dwellings, the proposed rezoning to RSF-4 would potentially allow up to eight dwellings based on the size of the lot, but practical potential is less given the limited street frontage and the condition of Tackett along the property's frontage. Adjacent lots are generally split between R-A, Residential Agricultural with lot sizes of at least one acre and subdivisions developed under the RSF-4 or RSF-8 standards. Rezoning from R-A to RSF-4 will decrease minimum lot size from two acres with a required lot width of 200 feet to a minimum lot size of 8,000 square feet with a required lot width of 70 feet. Front and

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

rear setbacks will decrease from 35 feet to 15 feet and side setbacks will decrease from 20 feet to 5 feet. Staff finds potential development under the RSF-4 zoning requirements to be consistent with the adjacent residential neighborhoods.

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and at least one goal of City Plan 2040. The property has an infill rating that ranges from three to five. A rating in this range indicates that the area may be able to support additional density under the proposed zoning entitlements. Additionally, the request contributes to meeting Goal 6 of City Plan 2040 by creating opportunities for additional housing. The proposed rezoning is approximately 0.6 miles from a Tier 3 center at the intersection of W. Wedington Dr. and N. Double Springs Rd. While the parcel is not currently within a 15-minute walk of this tier center, staff finds that potential development of the Owl Creek Trail as indicated on the Master Trail Plan could allow a pedestrian connection to existing and future services. Lastly, while the Future Land Use Map designation for the property, Residential Neighborhood Area, recognizes a wide range of housing types and densities, the location and infill factors suggest a smaller increment of increased entitlement is appropriate.

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 3-5:

- Adequate Fire Response (Station #7, 835 N. Ruppel Rd.)
- Near Sewer Main (6-inch main, W. Tackett Dr.)
- Near Water Main (6-inch main, W. Tackett Dr.)
- Near City Park (Harmony Pointe Park)
- Near Paved Trail (W. Wedington Dr. Side Path Trail)

DISCUSSION:

At the September 11, 2023 Planning Commission meeting, a vote of 6-2-0 forwarded the request to City Council with a recommendation of approval. There was discussion regarding whether a Board of Adjustments variance would be a more appropriate avenue to allow the applicant to reconstruct their existing shed, and staff noted that a recommendation was made to attempt a rezoning first as a site-specific hardship was not readily identifiable for the property. Commissioner Brink felt that the allowable uses in RSF-4 were more compatible than those in R-A, which allows a variety of agricultural uses. Commissioner Garlock emphasized the narrowness of the adjacent city streets and cited potential traffic hazards and distance from city services as reasons for a denial vote. Commissioner Payne also voted against the proposal. Those voting in favor cited compatibility with the adjacent properties as reasoning for their approval. Additionally, one member of the public spoke in support of the request and the applicant's proposed garage addition.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1097

RZN-2023-0022: Rezoning (5672 W. TACKETT DR/HOGREFE, 436): Submitted by ALAN HOGREFE for property located at 5672 W. TACKETT DR in WARD 4. The property is zoned R-A, RESIDENTIAL AGRICULTURAL and contains approximately 2.32 acres. The request is to rezone the property to RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0022 FOR APPROXIMATELY 2.32 ACRES LOCATED AT 5672 WEST TACKETT DRIVE IN WARD 4 FROM R-A, RESIDENTIAL AGRICULTURAL TO RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR 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 R-A, Residential Agricultural to RSF-4, Residential Single-Family, Four 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

2023-1097

Item ID

10/3/2023

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

Jonathan Curth

9/15/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0022: Rezoning (5672 W. TACKETT DR/HOGREFE, 436): Submitted by ALAN HOGREFE for property located at 5672 W. TACKETT DR in WARD 4. The property is zoned R-A, RESIDENTIAL AGRICULTURE and contains approximately 2.32 acres. The request is to rezone the property to RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR 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:

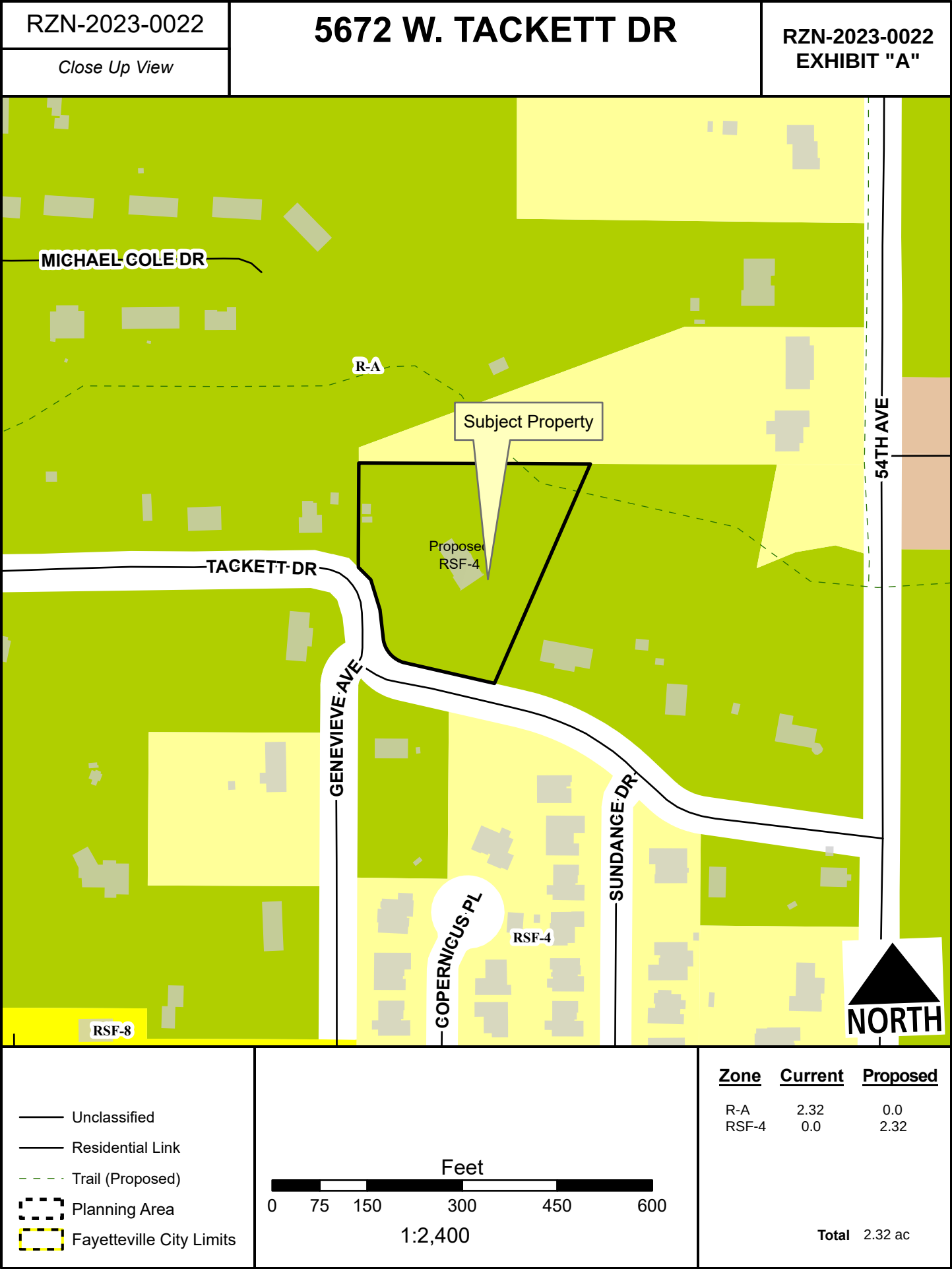
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



RZN-2023-0022
EXHIBIT 'B'

Legal Description

Extended Legal

PT E/2 SW 2.32 AC

FURTHER DESCRIBED FROM 2017-39122 AS:

Part of the E/2 of the SW/4 of Section 11, Township 16 North, Range 31 West, of the Fifth Principal Meridian, Washington County, Arkansas being more particularly described as follows, to-wit: Commencing at the Southeast corner of said E/2 of the SW/4, thence N02°22'25"E a distance of 1689.60 feet, thence N87°37'35"W a distance of 625.43 feet to the POINT OF BEGINNING, thence S26°04'43"W a distance of 413.22 feet, thence N74°11'59"W a distance of 187.73 feet, thence N05°28'59"W a distance of 118.79 feet, thence N02°27'14"E a distance of 217.08 feet, thence S87°37'38"E a distance of 364.66 feet to the POINT OF BEGINNING, containing 2.32 acres, more or less.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: September 11, 2023 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2023-0022: Rezoning (5672 W. TACKETT DR/HOGREFE, 436):**
Submitted by ALAN HOGREFE for property located at 5672 W. TACKETT DR. The property is zoned R-A, RESIDENTIAL AGRICULTURE and contains approximately 2.10 acres. The request is to rezone the property to RSF-4, RESIDENTIAL SINGLE-FAMILY, FOUR UNITS PER ACRE.

RECOMMENDATION:

Staff recommend forward of **RZN-2023-0022** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0022** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in west Fayetteville south of W. Wedington Dr. approximately ¼ mile southwest of the intersection with N. 54th Ave. The property contains roughly 2.1 acres and is zoned R-A, Residential Agriculture. The property is currently developed with a 2,258 square foot single-family structure constructed in 1991 and associated outbuildings. Approximately 1/3 of the northern portion of the parcel is constrained by streamside protection zones and FEMA Floodway/Floodplain. Surrounding land uses and zoning is 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	R-A, Residential Agriculture RSF-4, Residential Single-Family, 4 Units per Acre
East	Single-Family Residential	R-A, Residential Agriculture
West	Undeveloped	R-A, Residential Agriculture

Request: The request is to rezone the property from R-A, Residential Agriculture to RSF-4, Residential Single-Family, Four Units per Acre. The applicant has indicated in their request letter that they intend to replace an existing non-conforming shed with a new structure approximately 5 feet from the property line.

Public Comment: Staff have not received any public comment about the request.

INFRASTRUCTURE AND ENVIRONMENTAL REVIEW

- Streets:** The subject area has frontage along W. Tackett Dr., a partially improved Residential Link with asphalt paving and open ditches. Any street improvements required in these areas would be determined at the time of development proposal. Any additional improvements or requirements for drainage will be determined at time of development.
- Water:** Public water is available to the Subject area. Existing 6- inch water main is present on the north side of W. Tackett Dr and existing 2-inch water main is present on the south side of W. Tackett Dr.
- Sewer:** Sanitary Sewer is available to the subject area. Existing 6-inch sewer main is present on the south side of W. Tackett Dr.
- 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 7, located at 835 N. Ruppel Rd., protects this site. The property is located approximately 1.9 miles from the fire station with an anticipated drive time of approximately 5 minutes using existing streets. The anticipated response time would be approximately 7.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.
- Police:** The Police Department expressed no concerns with this request.
- Drainage:** No portion of the site is within the Hillside-Hilltop Overlay District. Portions of the property lie within a FEMA floodplain, streamside protection zone, and have hydric soils. 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.

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.

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.

Tree Preservation:

The proposed zoning district of RSF-4, Residential Single-Family, Four Units per Acre requires **25% minimum canopy preservation**. The current zoning district of R-A, Residential Agriculture requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood** and **Parks and Natural Area**.

Residential Neighborhood areas are primarily residential in nature and support a wide variety of housing types of appropriate scale and context. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced building setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhoods. This designation recognizes the existing conventional subdivision developments that may have large blocks with conventional setbacks and development patterns that respond to features of the natural environment.

Parks and Natural Areas include lands that are prioritized to remain largely undeveloped, both inside and outside the urban growth areas. These include large undeveloped areas of open space, tree preservation, hillsides and steep slopes, parks, greenway linkages, stream and trail corridors, and floodplains. These areas are intended for human interaction and enjoyment, active and passive recreation, and environmental conservation. Examples of Parks and Natural Areas include Kessler Mountain Regional Park, Razorback Greenway, West Fork of the White River, Centennial Park, Lake Sequoyah and Lake Fayetteville.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a ranging score of **3-5** for this site, with a weighted score of **4.5**. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station #7, 835 n. Ruppel Rd.)
- Near Sewer Main (6-inch main, W. Tackett Dr.)
- Near Water Main (6-inch main, W. Tackett Dr.)
- Near City Park (Harmony Pointe Park)
- Near Paved Trail (W. Wedington Dr. Side Path Trail)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: **Land Use Compatibility:** Staff finds the request to be compatible with the surrounding context. While the applicant has stated no intent to build additional dwellings, the proposed rezoning to RSF-4 would potentially allow

up to eight dwelling based on the size of the lot. Staff finds that RSF-4 would be consistent with surrounding development in the area. Adjacent lots are generally split between R-A, Residential Agriculture with lot sizes of at least one acre and minimal development and RSF-4 subdivision developments. Rezoning from R-A to RSF-4 would decrease minimum from two acres with a required lot width of 200 feet to a minimum lot size of 8,000 square feet with a required lot width of 70 feet. Front and rear setbacks will decrease from 35 feet to 15 feet. Side setbacks will decrease from 20 feet to 5 feet. These zoning requirements are consistent with the adjacent residential neighborhoods.

Land Use Plan Analysis: Staff finds that the request is consistent with adopted land use policies, the Future Land Use Map designation, and one goal of City Plan 2040. The property has a low weighted infill score of 4.5. A low infill score indicates that the area may be able to support additional density if it is feasible under the proposed zoning entitlements. The request may meet Goal 6 by creating opportunities for additional housing near services thus encouraging “compact, complete, and connected development.” The proposed rezoning is approximately 0.6 miles from a Tier 3 center at the intersection of W. Wedington Dr. and N. Double Springs Rd. The parcel is not currently within a 15-minute walk of this tier center, though staff finds that potential development of the Owl Creek Trail as indicated on the Master Trail Plan could allow a pedestrian connection to services in the area.

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 RSF-4 is justified. While the applicant has not submitted any specific development plans for the area, the uses, allowances, and restrictions that accompany the RMF-6 zoning district are likely to be compatible with existing land uses as well as with future land use goals.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Rezoning to RSF-4 has an associated potential to increase traffic at this location. RSF-4 permits development up to four units per acre where it is currently limited to 0.5 units per acre. Staff finds that the potential to increase the number of residential units is unlikely to result in increased traffic danger due to the small number of increased units.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from R-A to RSF-4 could increase population density and therefore the load on public services. Adequate water and sewer connections are available to the site at this time. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding of RZN-2023-0022 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>September 11, 2023</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: SPARKMAN	Motion to forward with a recommendation of approval		
Second: BRINK			
Vote: 6-2-0 (Commissioners Garlock and Payne opposed)			

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code:
 - §161.03 R-A, Residential Agriculture
 - §161.07 RSF-4, Residential Single-Family—Four (4) Units Per Acre
- Applicant Request Letter
- Site Exhibit
- One Mile Map
- Close-up Map
- Current Land Use Map
- Future Land Use Map

Additional Public Comment

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)
----------------	--------------

(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12; Ord. No. 5945, §3, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625, §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

161.07 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)

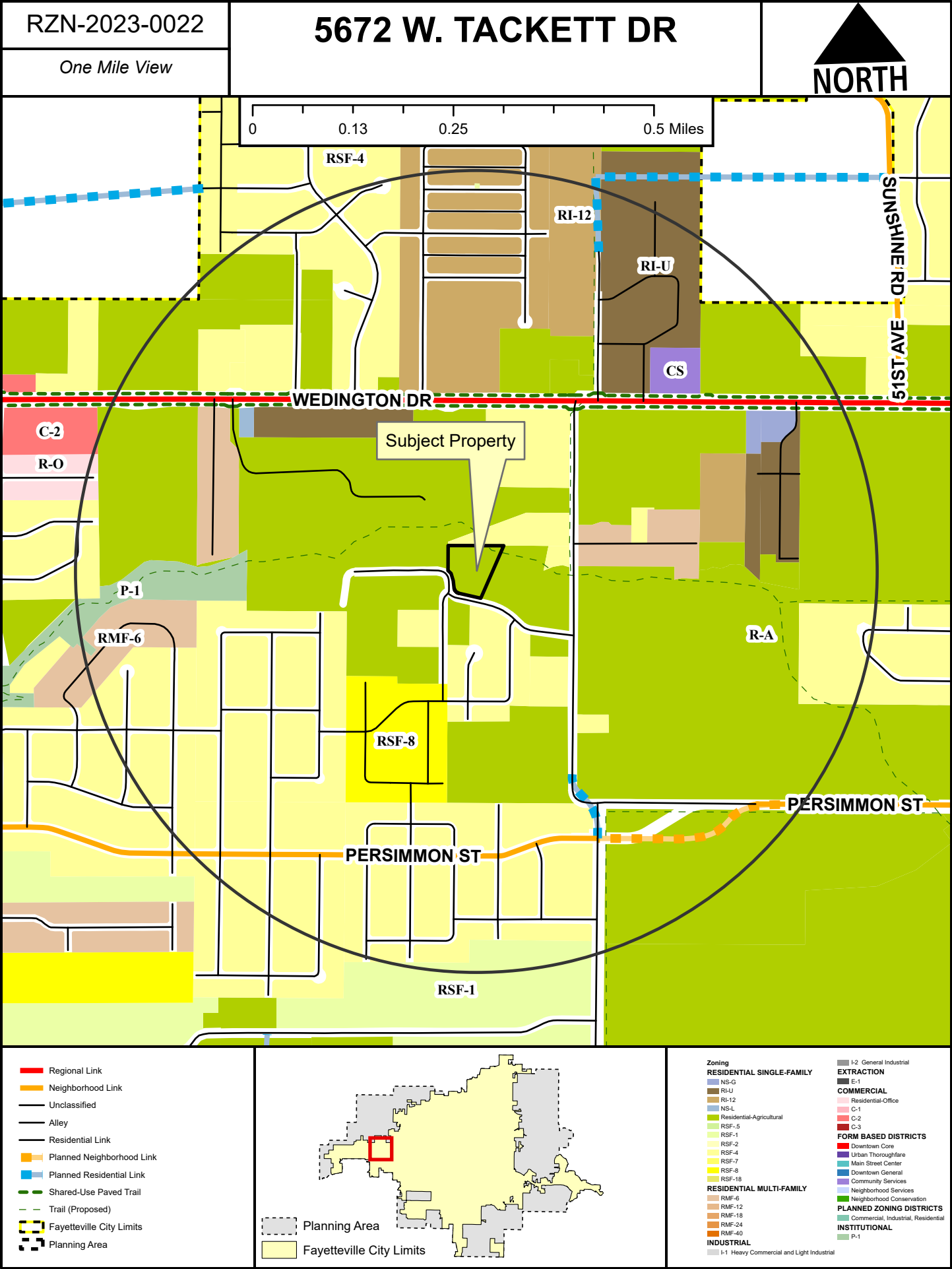
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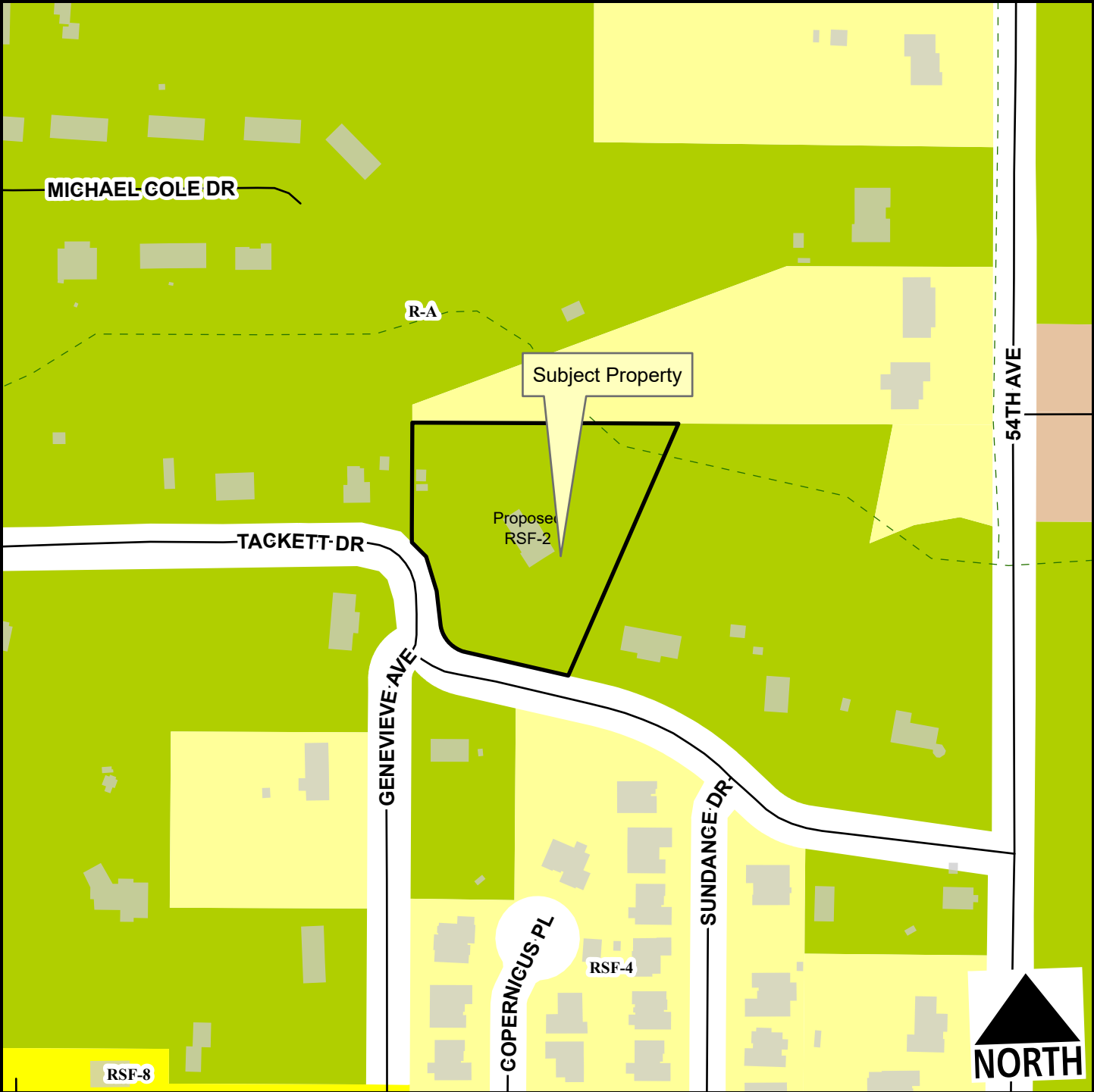
5672 W. Tackett Dr at this time is zoned RA, I would like to change the zoning to RSF4. The reason for the change is to replace an existing shed which is 5 ft from the property line, RA would require a 20 ft set back for the new shed and RSF4 would require only a 5 ft set back.

Also the 20 ft set back would require the removal of more and larger trees to replace the shed.

Alan K. Hogrefe

Alan K. Hogrefe





Unclassified

Residential Link

Trail (Proposed)

Planning Area

Fayetteville City Limits

Feet

0 75 150 300 450 600

1:2,400

Zone	Current	Proposed
R-A	2.1	0.0
RSF-2	0.0	2.1
RSF-4	0.0	0.0
Total		2.1 ac

RZN-2023-0022
<i>Current Land Use</i>

Current Land Use

5672 W. TACKETT DR



-  Regional Link
 Unclassified
 Residential Link
 Trail (Proposed)
 Planning Area
 Fayetteville City Limits

Feet

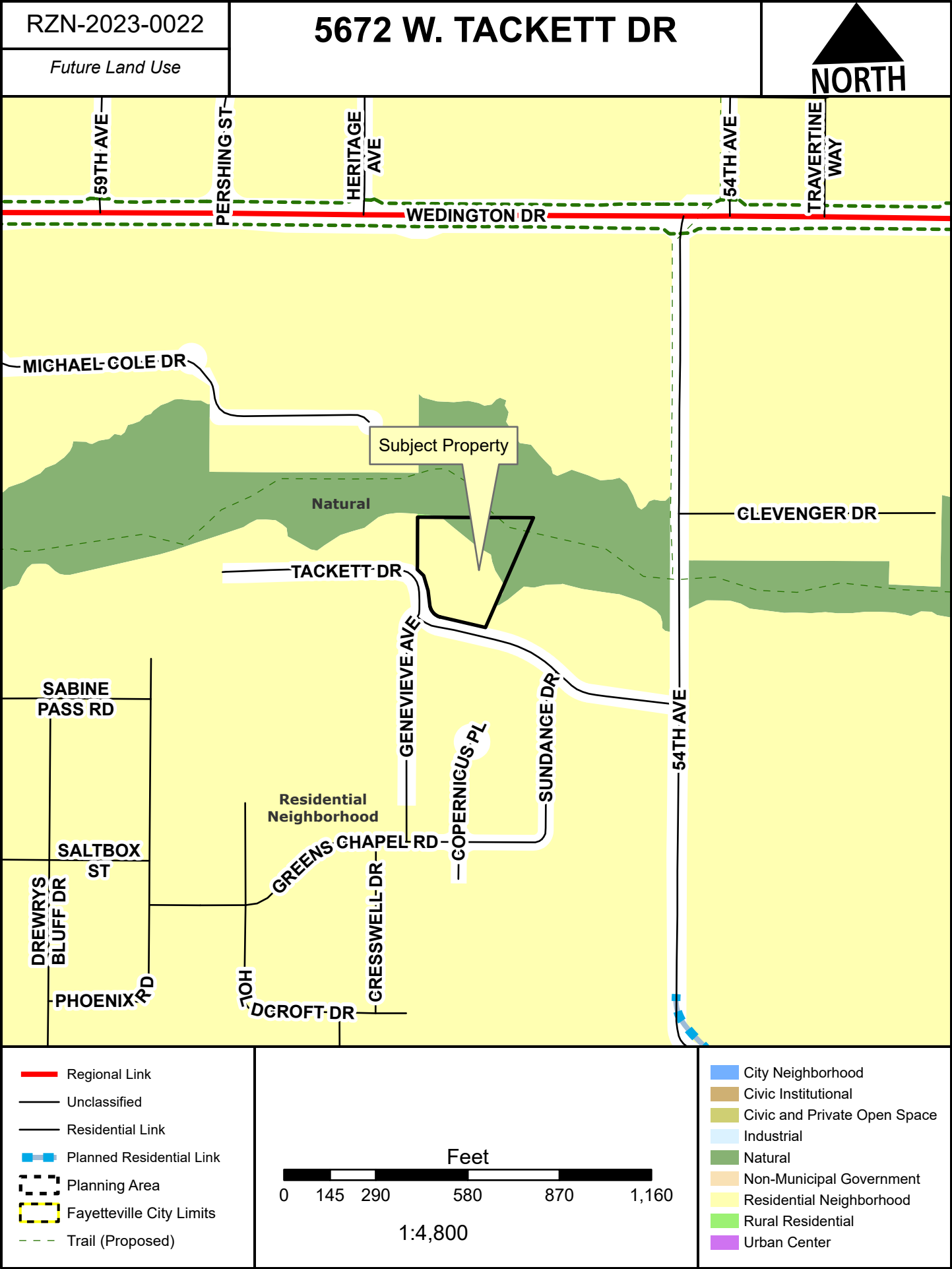
0 112.5 225 450 675 900

1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

-  100-Year Floodplain
 Floodway

Planning Commission
September 11, 2023
RZN-2023-0022 (HOGRENS)
Page 14 of 14

Page 392 of 465

Petition against Rezoning:

Address: 5672 W. Tackett Dr. Fayetteville, AR 72704

City of Fayetteville Planning Commission: 9-11-23 @ 5:30 pm in Room 219 or go to

<http://www.fayetteville-ar.gov/1503/Meeting-Agendas-Video>

As concerned residents of Fayetteville, Arkansas, I/we are writing/signing this petition to express our deep concern regarding the proposed rezoning of this property. This petition aims to protect our community from overcrowding and potential negative consequences that may arise from this rezoning application.

Our homes are located on a narrow road. We do not want this property to be rezoned from R-A to RSF-4. This is to try and ensure the safety of our children and other drivers. The school bus stop (Pick-up and Drop-off) is at the corner of 54th Avenue and Tackett Drive, which is already a risky spot for our children. The rezoning would increase the amount of traffic and is only asking for something tragic to happen. Rezoning would increase the amount of traffic on our small roads, increase noise pollution, and potentially harm our children walking to and from the bus stop. Help us keep some natural in our state.

1. Chad & Charity Hendrix 610 N. Copernicus Pl. Fayetteville, AR
2. ~~Chad & Charity Hendrix~~ 588 N Copernicus Pl 72704
3. ~~Margaret B. Hendrix~~ 610 N Copernicus Pl 72704
4. _____
5. _____
6. *Unfortunately b/c of the door to door salesmen,
7. we didn't get the response we were looking for. *
8. _____
9. If nothing else please at least widen the roads (54th Ave.
10. & Tackett Drive). They are narrow with no
11. sidewalks or shoulders. It has been brought to
12. the City of Fayetteville's attention for years &
13. still nothing has been done.
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____



MEETING OF OCTOBER 3, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

DATE:

SUBJECT: **RZN-2023-0024: Rezoning (EAST OF N. COLLEGE AVE./MOLES, 096): Submitted by ENGINEERING SERVICES INC for property located EAST OF N. COLLEGE AVE. in WARD 3. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 6.79 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.**

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 just east of College Avenue/71B and north of Lowe's. The property contains approximately 6.79 acres and is undeveloped with mature tree canopy covering most of the site. An ordinance establishing an RPZD for an 80-unit, 13-story residential development on this property was previously passed by City Council in 2006 (Ord. 4954). However, development never occurred, the PZD expired, and the property was rezoned to C-2, Thoroughfare Commercial, in 2015. The northernmost portion of the property contains hydric soils and FEMA-designated floodplain. Additionally, slopes in excess of 15 percent are present, although no portion of the property is designated within the Hillside-Hilltop Overlay District. A portion of the Clear Creek Trail also runs along the north side of the subject property.

Request: The request is to rezone the subject property from C-2, Thoroughfare Commercial, to CS, Community Services.

Public Comment: Staff has received inquiries about this request, though no opposition or support has been offered.

Land Use Compatibility: Staff finds the requested rezoning from C-2 to CS to be compatible with surrounding land uses. The property is located along a major thoroughfare and is largely surrounded by commercial and nonresidential uses. The existing zoning district of C-2, Thoroughfare Commercial, is designed to encourage the functional grouping of commercial enterprises that cater to highway travelers while the proposed zoning district of CS, Community Services is intended to provide convenience goods and services for persons living in surrounding areas while supporting the development of adaptable mixed-use centers along commercial

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

corridors. While the existing zoning district of C-2 gives developers the option to utilize urban form setbacks that allow buildings to be placed closer to the street, the zoning district does not permit residential uses and typically follows a more conventional setback requirement which results in auto-oriented development with large parking areas between streets and buildings. The proposed zoning district of CS requires developers to utilize a build-to zone with buildings placed between 10 and 25 feet from front property lines. In this instance, a rezoning from C-2 to CS would likely result in development with buildings oriented towards College Avenue. While staff typically finds CS to be a more favorable zoning designation than C-2 since it allows for a mixture of residential and nonresidential uses and it requires urban form setbacks, this site may not be well-suited for pedestrian-oriented development. The property has frontage along a major thoroughfare which is located within 300-foot-wide ARDOT right-of-way and containing an open ditch and significant elevation. Regardless, staff does not find issue with the permitted uses and building forms allowed in the proposed rezoning, particularly when compared with the highly-permissive, current C-2 zoning.

Land Use Plan Analysis: Staff finds the proposed rezoning to be generally consistent with the City's adopted land use policies and plans. The area is designated as City Neighborhood by the City Plan 2040 Future Land Use Map, which indicates an intent for moderate-density mixed-use development. The infill rating for the subject property ranges between eight and ten with nearby access to existing transit routes for both Ozark Regional Transit and Razorback Transit, and close proximity to other services and amenities such as grocery stores, parks, and trails. Staff finds that the proposed rezoning from C-2 to CS is generally aligned with the goals outlined in City Plan 2040 since it would allow for a greater mixture of commercial and residential uses along a major transit corridor and in close proximity to goods and services, potentially encouraging infill and the creation of complete, compact, and connected development.

City Plan 2040 Infill Matrix: City Plan 2040's Infill Matrix indicates a score range between 8 and 10 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 4, 3385 N. Plainview Ave.)
- Near Sewer Main (eight-inch main, Waterside Court)
- Near Water Main (eight-inch main, Waterside Court)
- Near Grocery Store (Natural Grocers)
- Near City Park (Lake Fayetteville and Veterans Park)
- Near Paved Trail (Clear Creek Trail)
- Near Ozark Transit Stop (Routes 10, 61, and 490)
- Near Razorback Transit Stop (Route 26)
- Appropriate Future Land Use (City Neighborhood)
- Near 71-B Corridor

DISCUSSION:

At the September 11, 2023 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Winston made the motion and Commissioner Garlock seconded it. Commissioners found the requested rezoning to be appropriate and offered little comment on the item. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1095

RZN-2023-0024: Rezoning (EAST OF N. COLLEGE AVE./MOLES, 096): Submitted by ENGINEERING SERVICES INC for property located EAST OF N. COLLEGE AVE. in WARD 3. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 6.79 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0024 FOR APPROXIMATELY 6.79 ACRES LOCATED EAST OF NORTH COLLEGE AVENUE NEAR WATERSIDE COURT IN WARD 3 FROM C-2, THOROUGHFARE COMMERCIAL TO CS, COMMUNITY SERVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from C-2, Thoroughfare Commercial to CS, Community Services.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2023-1095

Item ID

10/3/2023

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

Jonathan Curth

9/15/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0024: Rezoning (EAST OF N. COLLEGE AVE./MOLES, 096): Submitted by ENGINEERING SERVICES INC for property located EAST OF N. COLLEGE AVE. in WARD 3. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 6.79 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

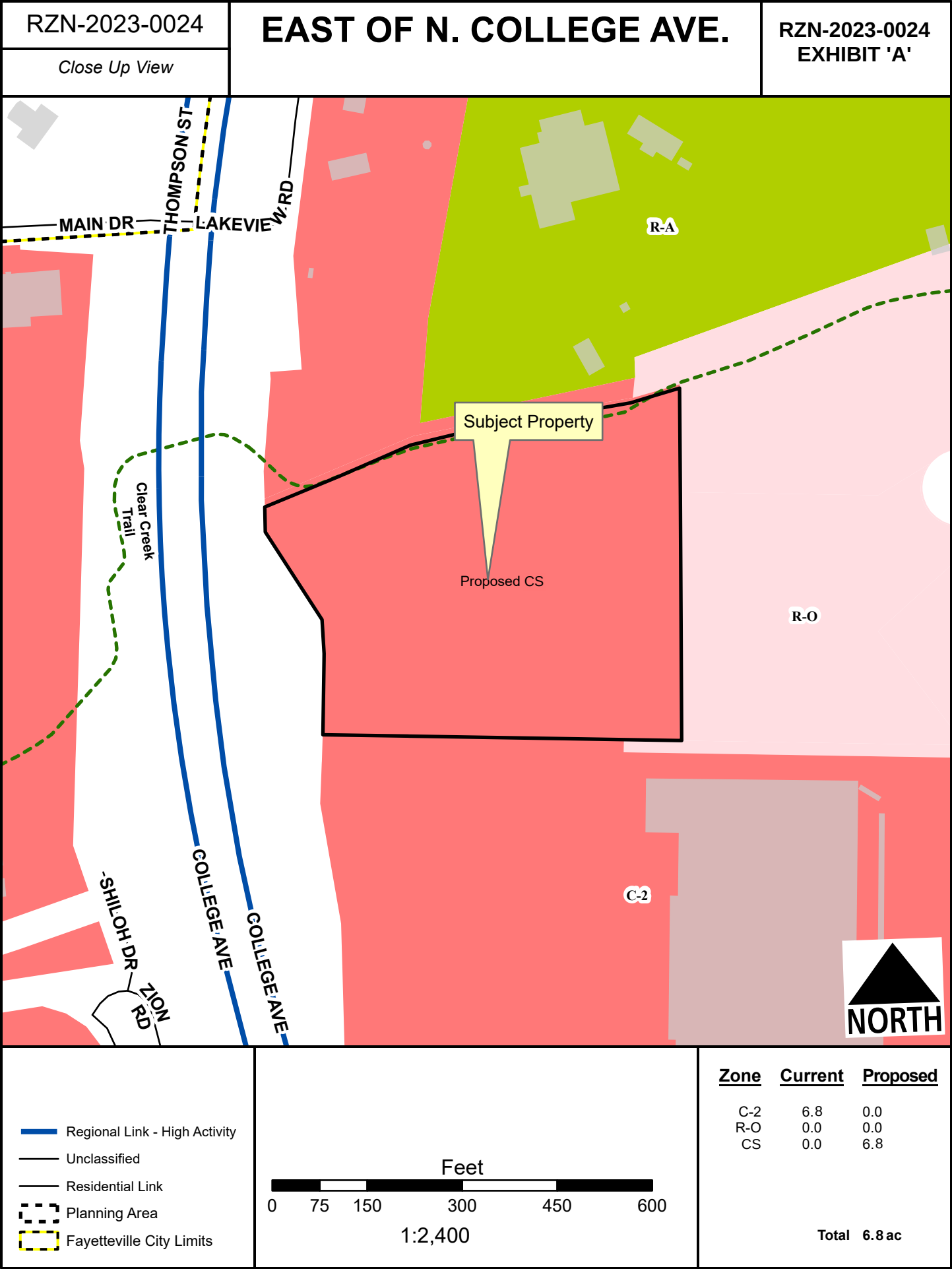
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



Part of the Southwest Quarter of the Northeast Quarter and part of the Southeast Quarter of the Northeast Quarter of Section 23, Township 17 North, Range 30 West, being more particularly described as follows:

Beginning at a Point which North 00°25'39" West 37.67 feet and South 89°30'47" West 135.81 feet from the Southeast corner of the said Southwest Quarter of the Northwest Quarter, said Point being on the Easterly Right-of-Way line of Arkansas Highway 71B; thence along the said Easterly Right-of-Way line North 01°22'26" East 90.72 feet; thence North 03°33'49" West 95.12 feet; thence North 33 °30'38" West 164.63 feet; thence North 02°40'11" West 55.31 feet; thence leaving said Easterly right-of-way line North 66°59'42" East 126.32 feet; thence North 65°54'50" East 124.12 feet; thence North 75 °55'20" East 98.36 feet; thence North 79°36'49" East 255.74 feet; thence North 72°49'13" East 78.07 feet; thence South 01°02'45" East 566.55 feet; thence South 89°30'47" West 564.29 feet to the Point of beginning containing 6.79 acres.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: September 11, 2023 (updated with results)

SUBJECT: **RZN-2023-0024: Rezoning (EAST OF N. COLLEGE AVE./MOLES, 096):**
Submitted by ENGINEERING SERVICES INC for property located EAST OF N. COLLEGE AVE. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 6.80 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN-2023-0024** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0024** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located in north Fayetteville just east of College Avenue/71B and north of Lowe's. The property contains approximately 6.80 acres and is undeveloped with mature tree canopy covering most of the site. An ordinance establishing an RPZD for an 80-unit, 13-story residential development on this property was previously passed by City Council in 2006 (Ord. 4954). However, development never occurred, the PZD expired, and the property was rezoned to C-2, Thoroughfare Commercial in 2015. The northernmost portion of the property contains hydric soils, FEMA-designated floodplain, and slopes in excess of 15 percent. A portion of the Clear Creek Trail also runs along the north side of the subject property. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Locomotion Family Fun Center	C-2, Thoroughfare Commercial; R-A, Residential-Agricultural; R-O, Residential Office
South	Lowe's	C-2, Thoroughfare Commercial
East	Undeveloped	R-O, Residential Office
West	Undeveloped	C-2, Thoroughfare Commercial

Request: The request is to rezone the subject property from C-2, Thoroughfare Commercial, to CS, Community Services.

Public Comment: Staff has received one inquiry about this request, though no opposition or support has been offered.

INFRASTRUCTURE:

Streets: The subject property has frontage along College Avenue, a partially improved Regional High-Activity Link street with asphalt paving and open ditches. The portion of College Avenue adjacent to this property is within Arkansas Department of Transportation (ARDOT) right-of-way. Any street improvements in this area would be determined at the time of development proposal.

Water: Public water is available to the subject property. An existing eight-inch water main is present along the west side of the property.

Sewer: Sanitary sewer is available to the subject property. An existing eight-inch sewer main is present near the south side of the property.

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District and no protected streams are present. The northernmost side of the property is located within a FEMA-designated floodplain. A floodplain development review will be required at the time of permit or plan submittal which 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. Hydric soils are also present along the north side of the property. Hydric soils are a known indicator of wetlands. However, for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric soils can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits 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. Any improvements or requirements for drainage would be determined at the time of development submittal.

Fire: Station 4, located at 3385 N. Plainview Ave., protects this site. The property is located approximately 1.5 miles from the fire station with an anticipated drive time of approximately six minutes using existing streets. The anticipated response time would be approximately 8.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district of CS, Community Services requires **20% minimum canopy preservation**. The current zoning district of C-2, Thoroughfare Commercial, requires **15% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood**.

City Neighborhood areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multi-family. City Neighborhood Areas encourage complete, compact and connected neighborhoods and non-residential uses are intended to serve the residents of Fayetteville, rather than a regional population. While they encourage dense development patterns, they do recognize existing conventional strip commercial developments and their potential for future redevelopment in a more efficient urban layout.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **8-10** for this site with a weighted score of **11.5** at the highest level. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 4, 3385 N. Plainview Ave.)
- Near Sewer Main (eight-inch main, Waterside Court)
- Near Water Main (eight-inch main, Waterside Court)
- Near Grocery Store (Natural Grocers)
- Near City Park (Lake Fayetteville and Veterans Park)
- Near Paved Trail (Clear Creek Trail)
- Near Ozark Transit Stop (Routes 10, 61, and 490)
- Near Razorback Transit Stop (Route 26)
- Appropriate Future Land Use (City Neighborhood)
- Near 71-B Corridor

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 requested rezoning from C-2 to CS to be compatible with surrounding land uses. The property is located along a major thoroughfare and is largely surrounded by commercial and nonresidential uses. The existing zoning district of C-2, Thoroughfare Commercial is designed to encourage the functional grouping of commercial enterprises that cater to highway travelers while the proposed zoning district of CS, Community Services is intended to provide convenience goods and services for persons living in surrounding areas while supporting the development of adaptable mixed use centers along commercial corridors.

While the existing zoning district of C-2 gives developers the option to utilize urban form setbacks that allow buildings to be placed closer to the street, the zoning district typically follows a more conventional setback requirement which results in auto-oriented development with large parking

areas between streets and buildings. The proposed zoning district of CS requires developers to utilize a build-to zone with buildings placed between 10 and 25 feet from front property lines. In this instance, a rezoning from C-2 to CS would likely result in development with buildings oriented towards College Avenue. While staff typically finds CS to be a more favorable zoning designation than C-2 since it allows for a mixture of residential and nonresidential uses and it requires urban form setbacks, this site may not be well-suited for pedestrian-oriented development. The property has frontage along a major thoroughfare which is located within 300-foot-wide ARDOT right-of-way, and there is a significantly deep open ditch and elevation change between this property and the street. Regardless, staff does not find issue with the proposed rezoning since the current zoning is already fairly permissive and CS would allow for a mixture of commercial and residential uses.

Land Use Plan Analysis: Staff finds the proposed rezoning to be generally consistent with the City's adopted land use policies and plans. The area is designated as City Neighborhood by the City Plan 2040 Future Land Use Map, which indicates an intent for moderate-density mixed-use development. The infill score for the subject property is high with nearby access to existing transit routes for both Ozark Regional Transit and Razorback Transit and close proximity to other services and amenities such as grocery stores, parks, and trails. Staff finds that the proposed rezoning from C-2 to CS is generally aligned with the goals outlined in City Plan 2040 since it would allow for a greater mixture of commercial and residential uses along a major transit corridor and in close proximity to goods and services, potentially encouraging infill and the creation of complete, compact, and connected development.

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 from C-2 to CS is justified and aligned with the property's future land use designation as City Neighborhood area. C-2 is considered a commercial zoning district intended to serve regional customers, while CS is a mixed-use zoning district intended to serve nearby residents. Since City Neighborhood areas are intended to provide a varying mix of nonresidential and residential uses to serve the local residents, staff finds the proposed zoning designation to be better aligned with the City's future land use plans.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Staff finds that any new development on this property, whether under the current or proposed zoning, would likely increase traffic at this location. However, staff finds that the applicant's requested rezoning would allow for the addition of more residential uses in close proximity to public transit and trail networks which could potentially reduce vehicle trip generation. New street or traffic improvements and the adequacy of access for vehicles,

pedestrians, and emergency services would be determined at the time of development review.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed rezoning has the potential to alter the population density since CS allows residential development by right and has no stated density maximum. That said, the property has direct access to public water, sewer, streets, and trails and staff finds that any new development is not likely to undesirably increase the load on public services. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2023-0024 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>September 11, 2023</u>	☐ Tabled	☒ Forwarded with a recommendation of approval	☐ Denied
Motion: Winston			
Second: Garlock			
Vote: 8-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code:
 - §161.22 Community Services
 - §161.23 District C-2, Thoroughfare Commercial
- Request Letter
- One Mile Map
- Close-Up Map

- Current Land Use Map
- Future Land Use Map

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
-------------------------	-----------

(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

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*
-------------------------	------------

* 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.

August 18, 2023

Gretchen Harrison, Senior Planner
Development Services
City of Fayetteville, Arkansas
125 West Mountain Street
Fayetteville, AR 72701

Submitted via email to
gharrison@fayetteville-ar.gov

RE: Rezoning Petition Amendment
RZN-2023-0024

Ms. Harrison,

We previously submitted application materials to rezone parcel 765-15568-001 from C-2 to U-T. This item has been designated RZN-2023-0024.

Based on feedback we received for this project, we would like to amend the application to change the requested zoning district. Instead of rezoning the property to U-T, we would like to rezone the property to C-S (Community Services).

The property is approximately 6.8 acres in size, and is located north of Lowes along the east side of North College Avenue. It is owned by the Marvin E. Moles Revocable Trust, the Sharon A. Moles Revocable Trust, and the University Club Land Co, LLC.

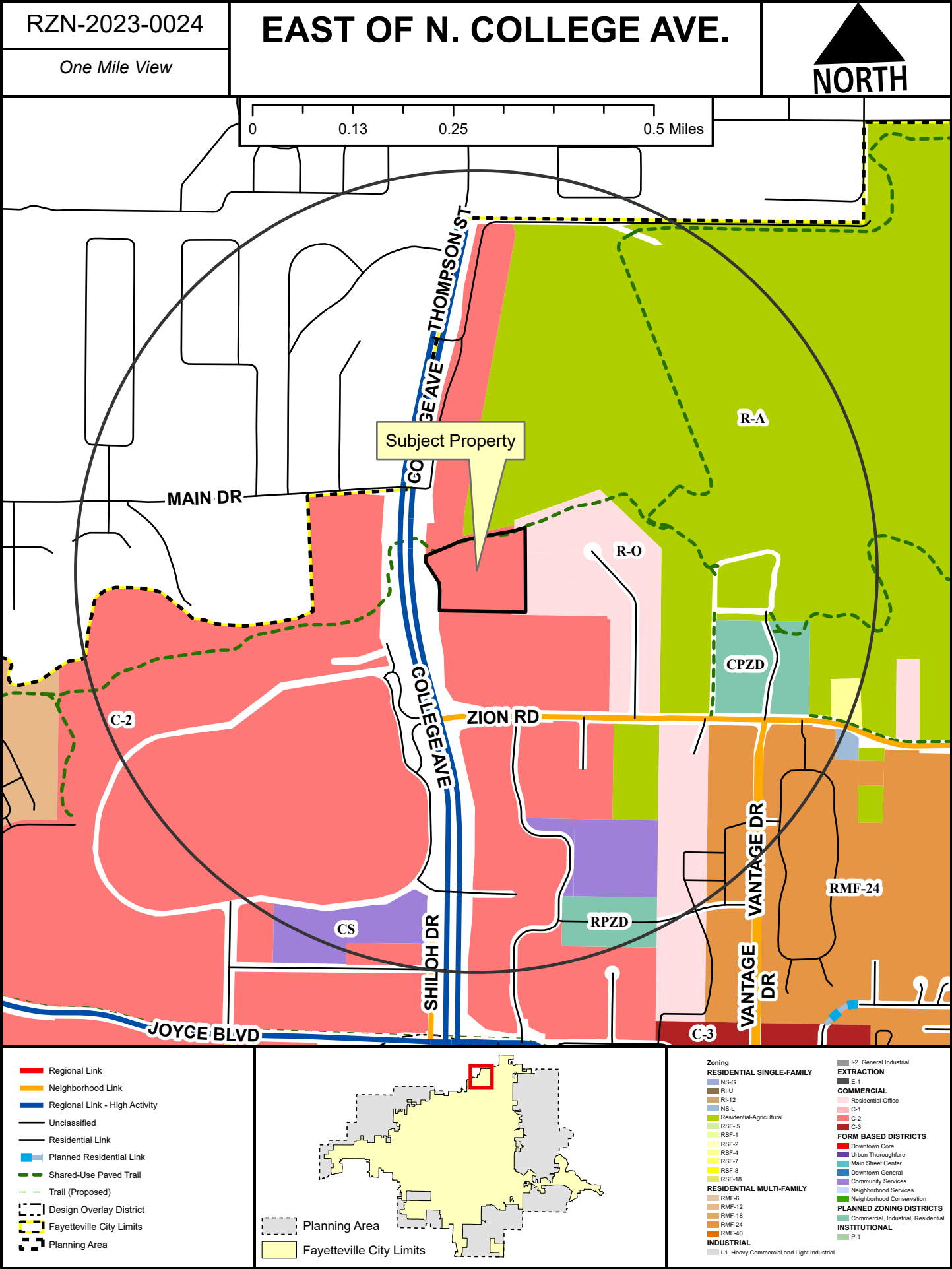
The future land use plan designates this area as City Neighborhood. The zoning and/or use of the surrounding properties is commercial, and no adverse impacts to neighborhood are anticipated to result from the requested change in zoning.

Please let me know if you need any additional information regarding this request.

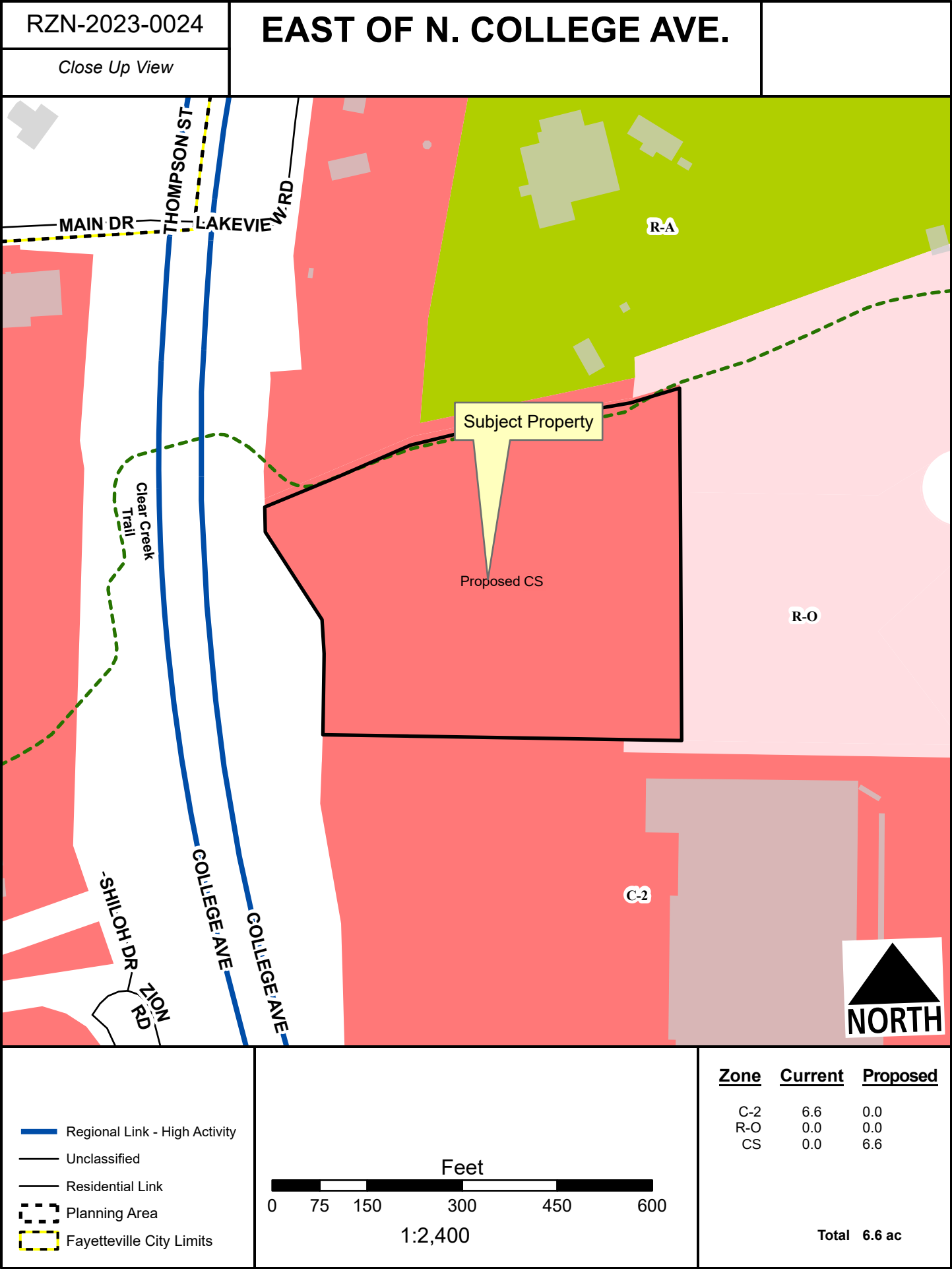
Sincerely,



Daniel Lazenby



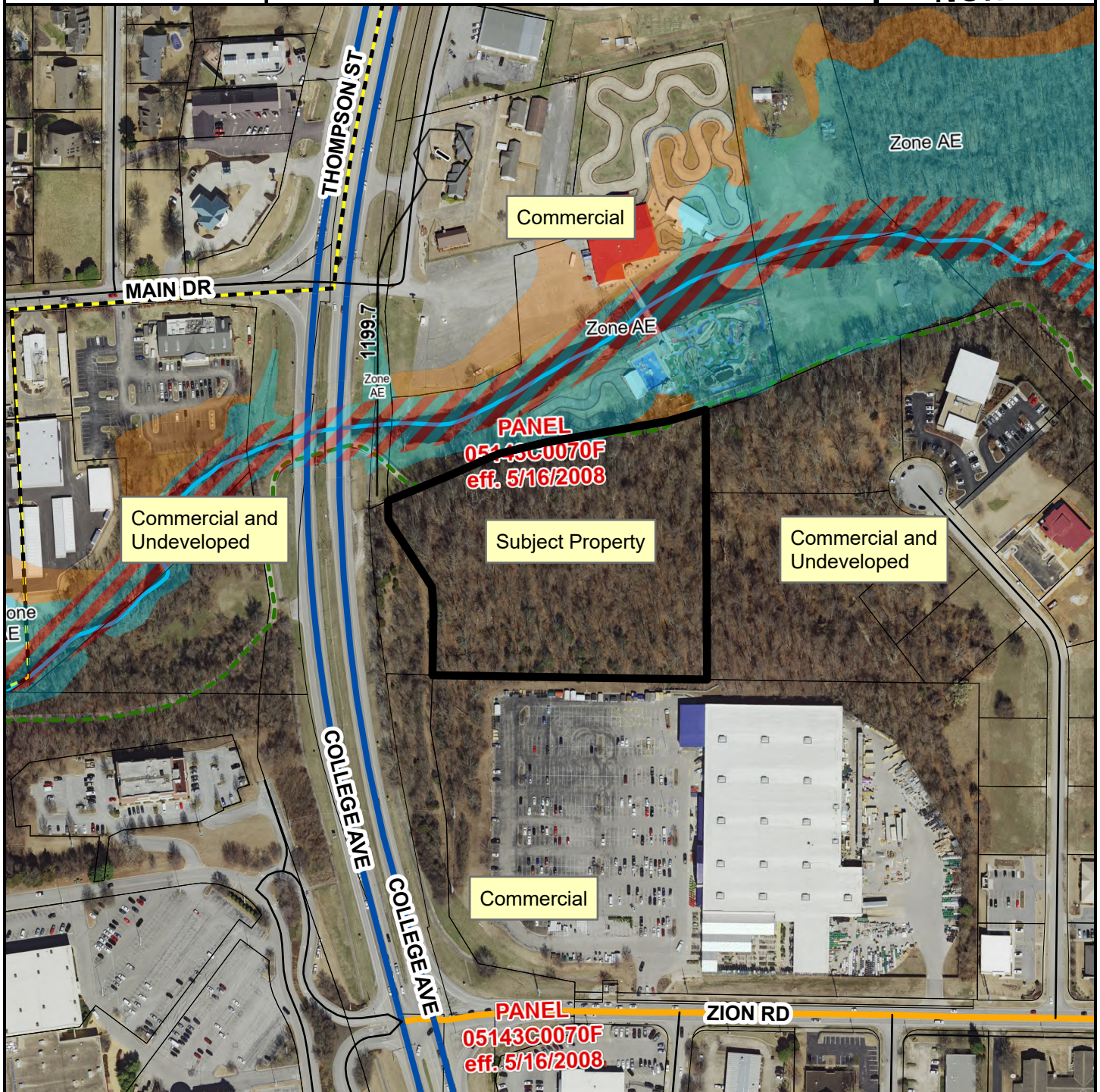
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RZN-2023-0024

Current Land Use

EAST OF N. COLLEGE AVE.

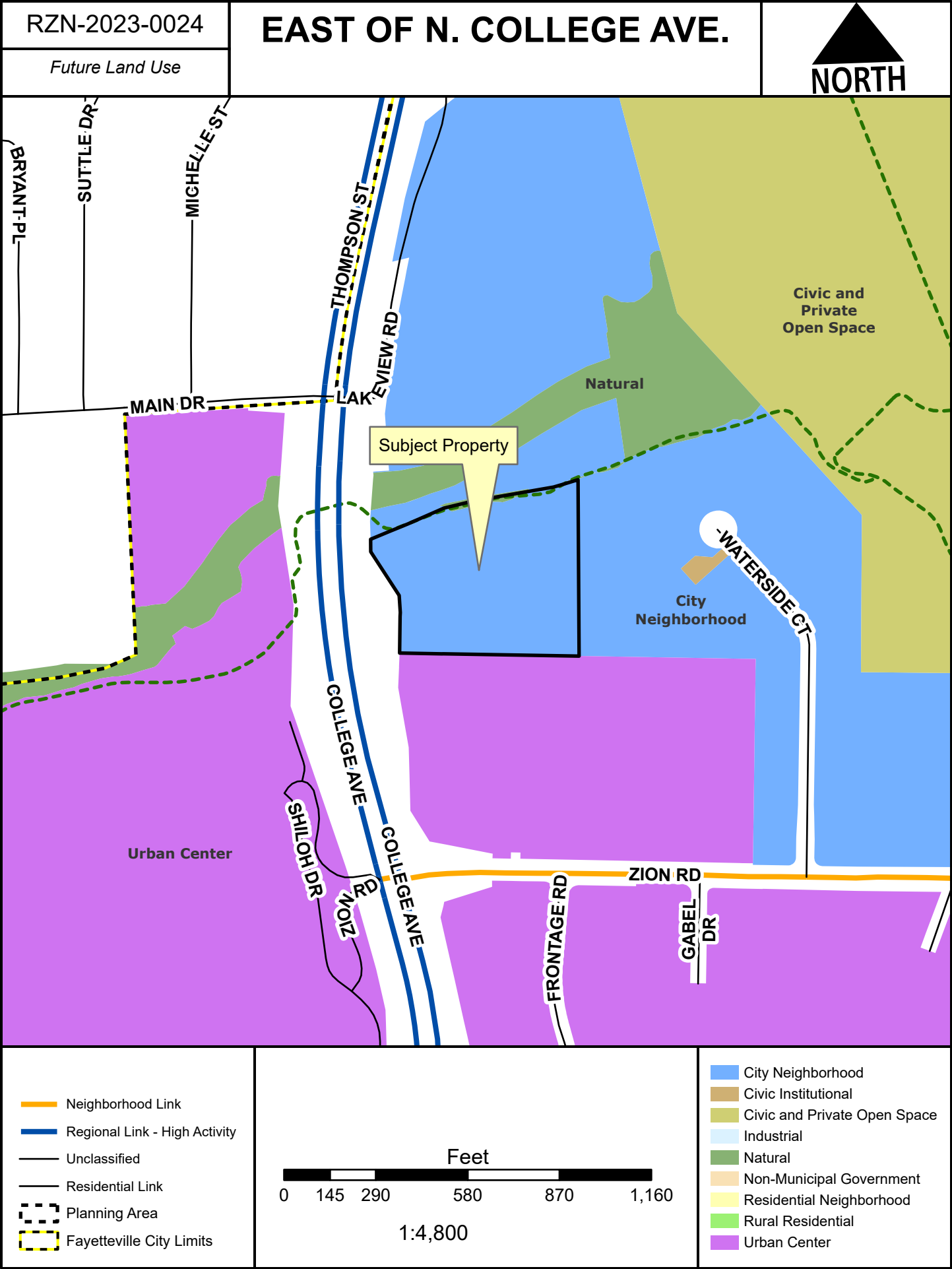


- Neighborhood Link
- Regional Link - High Activity
- Unclassified
- Residential Link
- Planning Area
- Fayetteville City Limits

Feet
0 112.5 225 450 675 900
1:3,600

FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway





MEETING OF OCTOBER 3, 2023

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

DATE:

SUBJECT: **RZN-2023-0023: Rezoning (WEST OF 4451 N. WATERSIDE CT./UNIVERSITY CLUB LAND CO LLC, 096): Submitted by ENGINEERING SERVICES INC. for property located WEST OF 4451 N. WATERSIDE CT. in WARD 3. The property is zoned R-O, RESIDENTIAL OFFICE and contains approximately 3.37 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.**

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 north Fayetteville on the west side of Waterside Court, just north of Lowe's. The property contains approximately 3.37 acres and is undeveloped with mature tree canopy covering most of the site. An ordinance establishing an RPZD for an 80-unit, 13-story residential development on this property was previously passed by City Council in 2006 (Ord. 4954). However, development never occurred, the PZD expired, and the property was rezoned to R-O, Residential Office in 2015. The property was platted as part of the Timberlake Office Park in 2007 and labeled as an unbuildable lot reserved for detention. The majority of the property has a slope in excess of 15 percent though it is not located within the City's Hillside/Hilltop Overlay District.

Request: The request is to rezone the subject property from R-O, Residential Office, to CS, Community Services.

Public Comment: Staff has received inquiries about this request though no opposition or support has been offered.

Land Use Compatibility: Staff finds the requested rezoning from R-O to CS to be compatible with surrounding land uses. The property is located at the end of a platted commercial subdivision and is largely surrounded by commercial and nonresidential uses. The existing zoning district of R-O, Residential Office, allows for a mixture of commercial and residential uses though it is primarily designed to provide area for offices without limitation to their nature or size. The proposed zoning district of CS, Community Services would allow for a wider range of commercial and residential uses that are primarily designed to provide convenience goods and personal

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

services for persons living in surrounding residential areas while supporting the development of adaptable mixed use centers along commercial corridors. The existing zoning district of R-O gives developers the option to utilize conventional or urban form setbacks while the proposed zoning district of CS requires urban form setbacks. Staff finds that urban form setbacks may not be desirable on the subject property since it has limited street frontage and is located on the turning circle of a cul-de-sac, making it a challenging location for street-oriented development. With regard to residential density, R-O currently allows a maximum of 24 units per acre while a rezoning to CS would allow for unlimited density. With regard to bulk and area regulations, the proposed rezoning would also reduce lot width and area minimums. When considering that R-O is intended to allow for commercial development without limitation to size and both R-O and CS limit building heights to five stories, staff does not find issue with the more permissive density and lot size regulations associated with the proposed CS zoning district.

Land Use Plan Analysis: Staff finds the proposed rezoning to be generally consistent with the City's adopted land use policies and plans. The area is designated as City Neighborhood by the City Plan 2040 Future Land Use Map, which indicates an intent for moderate-density mixed-use development. The infill score for the subject property is high with nearby access to existing transit routes for both Ozark Regional Transit and Razorback Transit and close proximity to other services and amenities such as grocery stores, parks, and trails. Staff finds that the proposed rezoning from R-O to CS is generally aligned with the goals outlined in City Plan 2040 since it would allow for a greater mixture of commercial and residential uses along a major transit corridor and in close proximity to goods and services, potentially encouraging infill and the creation of complete, compact, and connected development.

City Plan 2040 Infill Matrix: City Plan 2040's Infill Matrix indicates a score range between 8 and 10 for this site. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 4, 3385 N. Plainview Ave.)
- Near Sewer Main (eight-inch main, Waterside Court)
- Near Water Main (eight-inch main, Waterside Court)
- Near Grocery Store (Natural Grocers)
- Near City Park (Lake Fayetteville and Veterans Park)
- Near Paved Trail (Clear Creek Trail)
- Near Ozark Transit Stop (Routes 10, 61, and 490)
- Near Razorback Transit Stop (Route 26)
- Appropriate Future Land Use (City Neighborhood)
- Near 71-B Corridor

DISCUSSION:

At the September 11, 2023 Planning Commission meeting, a vote of 8-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Sparkman made the motion and Commissioner Holcomb seconded it. Commissioners found the requested rezoning to be appropriate and offered little comment on the item. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

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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 #: 2023-1094

RZN-2023-0023: Rezoning (WEST OF 4451 N. WATERSIDE CT./UNIVERSITY CLUB LAND CO LLC, 096): Submitted by ENGINEERING SERVICES INC. for property located WEST OF 4451 N. WATERSIDE CT. in WARD 3. The property is zoned R-O, RESIDENTIAL OFFICE and contains approximately 3.37 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0023 FOR APPROXIMATELY 3.37 ACRES LOCATED WEST OF 4451 NORTH WATERSIDE COURT IN WARD 3 FROM R-O, RESIDENTIAL OFFICE TO CS, COMMUNITY SERVICES

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from R-O, Residential Office to CS, Community Services.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2023-1094

Item ID

10/3/2023

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

Jonathan Curth

9/15/2023

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0023: Rezoning (WEST OF 4451 N. WATERSIDE CT./UNIVERSITY CLUB LAND CO LLC, 096): Submitted by ENGINEERING SERVICES INC. for property located WEST OF 4451 N. WATERSIDE CT. in WARD 3. The property is zoned R-O, RESIDENTIAL OFFICE and contains approximately 3.37 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

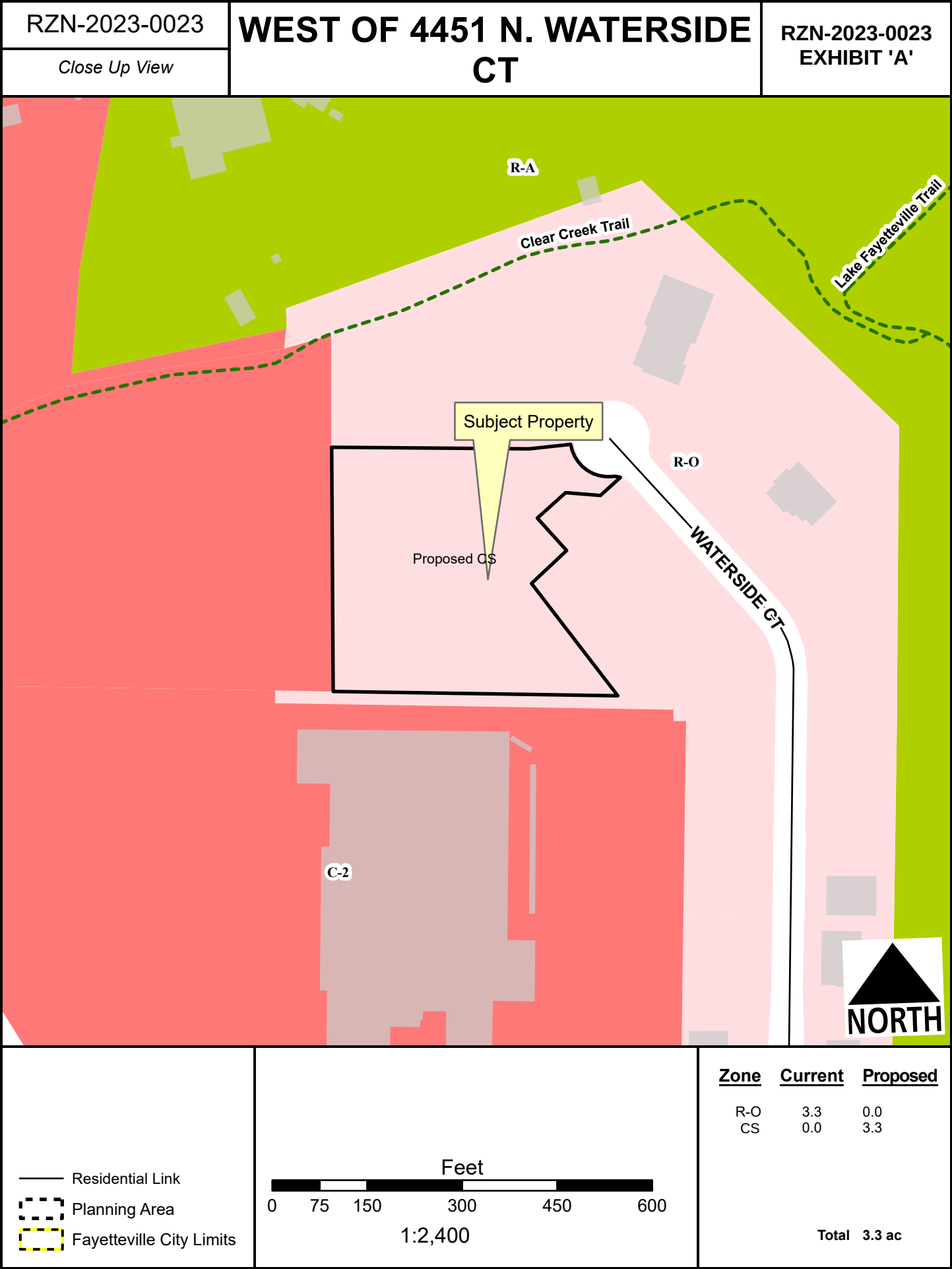
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



LEGAL DESCRIPTION FOR UNIVERSITY CLUB LAND CO., LLC REZONING (WD 2007-26625)

Lot 11, Timberlake Office Park, a subdivision to the City of Fayetteville, Arkansas, as shown on plat of record in plat record book 23A at page 297, plat records of Washington County, Arkansas.

LESS AND EXCEPT:

A part of the SE1/4 of the NE1/4 and a part of the NE1/4 of the SE1/4 of Section 23, T-17-N, R-30-W, Washington County, Arkansas, being more particularly described as follows: Commencing at the NE Corner of the NE1/4 of the SE1/4 of said Section 23, said point being a found nail in fence post; thence S 02°25'14" W, 612.76 feet to the North right-of-way of Zion Road; thence along said North right-of-way line N 87°24'38" W, 329.42 feet; thence N 2°23'47" E, 653.39 feet; thence N 87°34'41" W, 111.32 feet; thence N 35°30'34" W, 223.57 feet; thence N 49°39'16" E, 75.73 feet to the point of beginning; thence N 40°28'36" W, 68.94 feet; thence N 49°39'19" E, 60.19 feet; thence S 83°52'10" E, 54.97 feet; thence N 49°39'16" E, 41.48 feet; thence along a curve to the right having an arc length of 17.18 feet, a radius of 25.00 feet and a chord bearing and distance of S 60°01'53" E, 16.84 feet; thence S 40°20'44" E, 13.22 feet; thence S 49°39'16" W, 145.00 feet to the point of beginning, containing 7,344 square feet or 0.169 acres, more or less, and subject to all rights-of-way, easements and restrictive covenants of record or fact.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: September 11, 2023 (updated with results)

SUBJECT: **RZN-2023-0023: Rezoning (WEST OF 4451 N. WATERSIDE CT./UNIVERSITY CLUB LAND CO LLC, 096):** Submitted by ENGINEERING SERVICES INC. for property located WEST OF 4451 N. WATERSIDE CT. The property is zoned R-O, RESIDENTIAL OFFICE and contains approximately 3.50 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN-2023-0023** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0023** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in north Fayetteville on the west side of Waterside Court just north of Lowe's. The property contains approximately 3.50 acres and is undeveloped with mature tree canopy covering most of the site. An ordinance establishing an RPZD for an 80-unit, 13-story residential development on this property was previously passed by City Council in 2006 (Ord. 4954). However, development never occurred, the PZD expired, and the property was rezoned to R-O, Residential Office in 2015. The property was platted as part of the Timberlake Office Park in 2007 and labeled as an unbuildable lot reserved for detention. The majority of the property contains a slope in excess of 15 percent though it is not located within the City's Hillside/Hilltop Overlay District. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Natural Area	R-O, Residential Office
South	Lowe's	C-2, Thoroughfare Commercial
East	Undeveloped	R-O, Residential Office
West	Natural Area	C-2, Thoroughfare Commercial

Request: The request is to rezone the subject property from R-O, Residential Office, to CS, Community Services.

Public Comment: Staff has received one inquiry about this request though no opposition or support has been offered.

INFRASTRUCTURE:

Streets: The subject property has frontage along Waterside Court, a partially improved Residential Link street with asphalt paving, curb, and gutter. Any street improvements required in this area would be determined at the time of development proposal.

Water: Public water is available to the subject property. An existing eight-inch water main is present in the center of Waterside Court.

Sewer: Sanitary sewer is available to the subject property. An existing eight-inch sewer main is present along the northeast side of Waterside Court.

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District or a FEMA-designated floodplain and no protected streams or hydric soils are present. Any improvements or requirements for drainage would be determined at the time of development submittal.

Fire: Station 4, located at 3385 N. Plainview Ave., protects this site. The property is located approximately 1.5 miles from the fire station with an anticipated drive time of approximately six minutes using existing streets. The anticipated response time would be approximately 8.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of six minutes for an engine and eight minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

The proposed zoning district of CS, Community Services requires **20% 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 **City Neighborhood**.

City Neighborhood areas are more densely developed than residential neighborhood areas and provide a varying mix of nonresidential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single family to multi-family. City Neighborhood Areas encourage complete, compact and connected neighborhoods and non-residential uses are intended to serve the residents of Fayetteville, rather than a regional population. While they encourage dense development patterns, they do recognize existing conventional strip commercial developments and their potential for future redevelopment in a more efficient urban layout.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range of **8-10** for this site with a weighted score of **11.5** at the highest level. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 4, 3385 N. Plainview Ave.)
- Near Sewer Main (eight-inch main, Waterside Court)
- Near Water Main (eight-inch main, Waterside Court)
- Near Grocery Store (Natural Grocers)
- Near City Park (Lake Fayetteville and Veterans Park)
- Near Paved Trail (Clear Creek Trail)
- Near Ozark Transit Stop (Routes 10, 61, and 490)
- Near Razorback Transit Stop (Route 26)
- Appropriate Future Land Use (City Neighborhood)
- Near 71-B Corridor

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 requested rezoning from R-O to CS to be compatible with surrounding land uses. The property is located at the end of a platted commercial subdivision and is largely surrounded by commercial and nonresidential uses. The existing zoning district of R-O, Residential Office allows for a mixture of commercial and residential uses though it is primarily designed to provide area for offices without limitation to their nature or size. The proposed zoning district of CS, Community Services would allow for a wider range of commercial and residential uses that are primarily designed to provide convenience goods and personal services for persons living in surrounding residential areas while supporting the development of adaptable mixed use centers along commercial corridors.

The existing zoning district of R-O gives developers the option to utilize conventional or urban form setbacks while the proposed zoning district of CS requires urban form setbacks. Staff finds that urban form setbacks may not be desirable on the subject property since it has limited street frontage and is located on the turning circle of a cul-de-sac, making it a challenging location for street-oriented development. With regard to residential density, R-O currently allows a maximum of 24 units per acre while a rezoning to CS would allow for unlimited density. With regard to bulk and area regulations, the proposed rezoning would also reduce lot width and area minimums. When considering that R-O is intended to allow for commercial development without limitation to size and both R-O and CS limit building heights to five stories, staff does not find issue with the more permissive density and lot size regulations associated with the proposed CS zoning district since the rezoning would primarily allow for a greater mixture of commercial and residential uses.

Land Use Plan Analysis: Staff finds the proposed rezoning to be generally consistent with the City's adopted land use policies and plans. The area is designated as City Neighborhood by the City Plan 2040 Future Land Use Map, which indicates an intent for moderate-density mixed-use development. The infill score for the subject property is high with nearby

access to existing transit routes for both Ozark Regional Transit and Razorback Transit and close proximity to other services and amenities such as grocery stores, parks, and trails. Staff finds that the proposed rezoning from R-O to CS is generally aligned with the goals outlined in City Plan 2040 since it would allow for a greater mixture of commercial and residential uses along a major transit corridor and in close proximity to goods and services, potentially encouraging infill and the creation of complete, compact, and connected development.

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 from R-O to CS is justified. While both R-O and CS are considered mixed-use zoning districts, CS allows multi-family residences and non-residential uses intended to serve nearby residents, such as shopping goods and eating places, by right which appears to be better aligned with the property's future land use designation as City Neighborhood area.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: Staff finds that any new development on this property, whether under the current or proposed zoning, would likely increase traffic at this location. However, staff finds that the applicant's requested rezoning would allow for the addition of more residential uses in close proximity to public transit and trail networks which could potentially reduce vehicle trip generation. Further, since no traffic crashes have been reported at the intersection of Waterside Court and Zion Road since 2017, staff finds that any new development on the property is not likely to adversely impact traffic safety. New street or traffic improvements and the adequacy of access for vehicles, pedestrians, and emergency services would be determined at the time of development review.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed rezoning has the potential to alter the population density since R-O limits the maximum number of residential units to 24 per acre and does not allow multi-family dwellings by right while CS has no stated density maximum and does allow multi-family dwellings by right. That said, the property has direct access to public water, sewer, and streets and staff finds that any new development is not likely to undesirably increase the load on public services. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:

- a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
- b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2023-0023 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>September 11, 2023</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Sparkman	with a recommendation of approval				
Second: Holcomb					
Vote: 8-0-0					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code:
 - §161.20 District R-O, Residential Office
 - §161.22 Community Services
- 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
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(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

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
-------------------------	-----------

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any 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.**

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

August 18, 2023

Gretchen Harrison, Senior Planner
Development Services
City of Fayetteville, Arkansas
125 West Mountain Street
Fayetteville, AR 72701

Submitted via email to
gharrison@fayetteville-ar.gov

RE: Rezoning Petition Amendment
RZN-2023-0023

Ms. Harrison,

We previously submitted application materials to rezone parcel 765-27684-000 from R-O to U-T. This item has been designated RZN-2023-0023.

Based on feedback we received for this project, we would like to amend the application to change the requested zoning district. Instead of rezoning the property to U-T, we would like to rezone the property to C-S (Community Services).

The property is approximately 3.5 acres in size. It is located along the west side of Waterside Court, and was platted as Lot 11 of the Timberlake Office Park subdivision. It is owned by University Club Land Co, LLC.

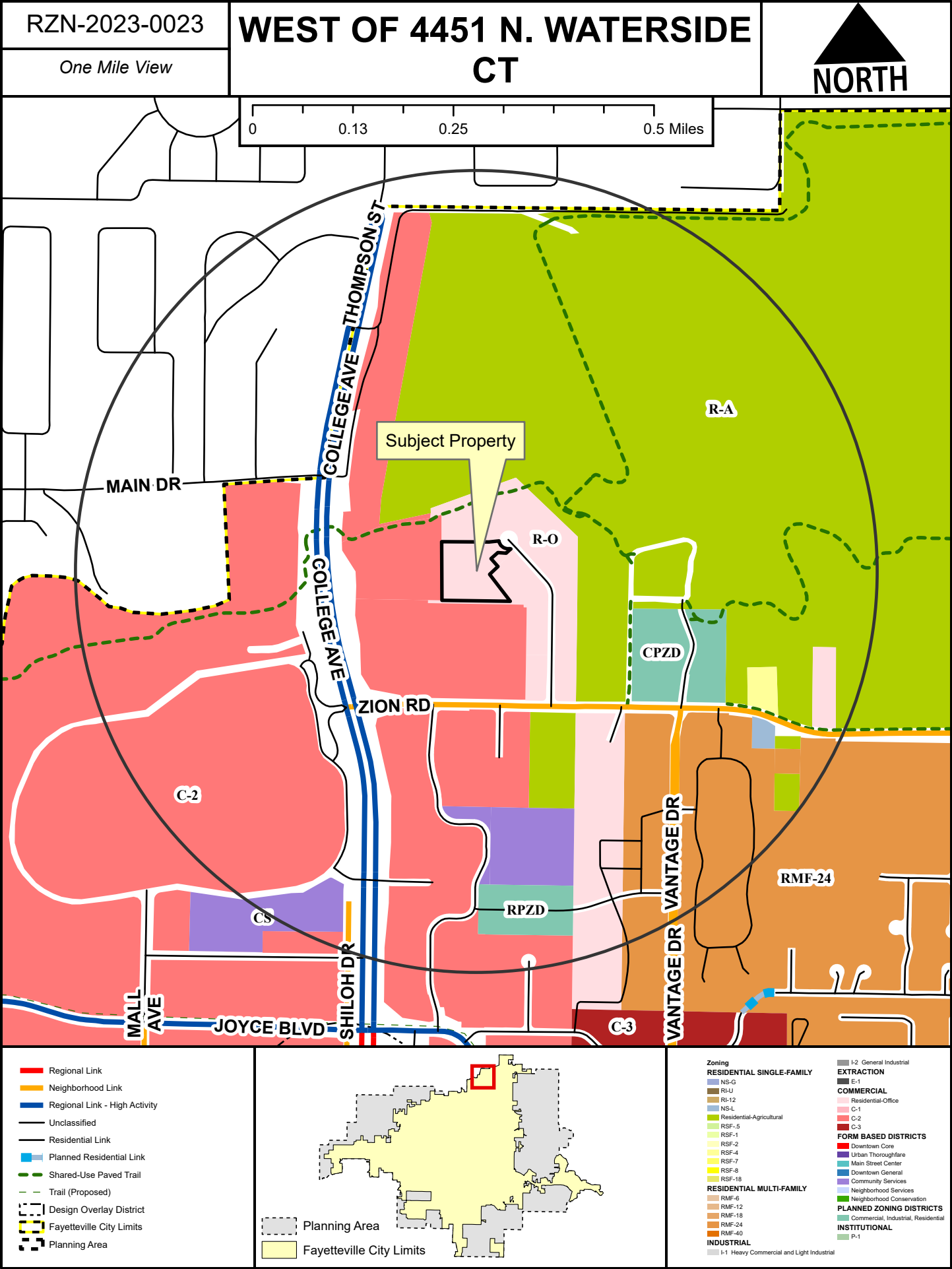
The future land use plan designates this area as City Neighborhood. The zoning and/or use of the surrounding properties is commercial, and no adverse impacts to neighborhood are anticipated to result from the requested change in zoning.

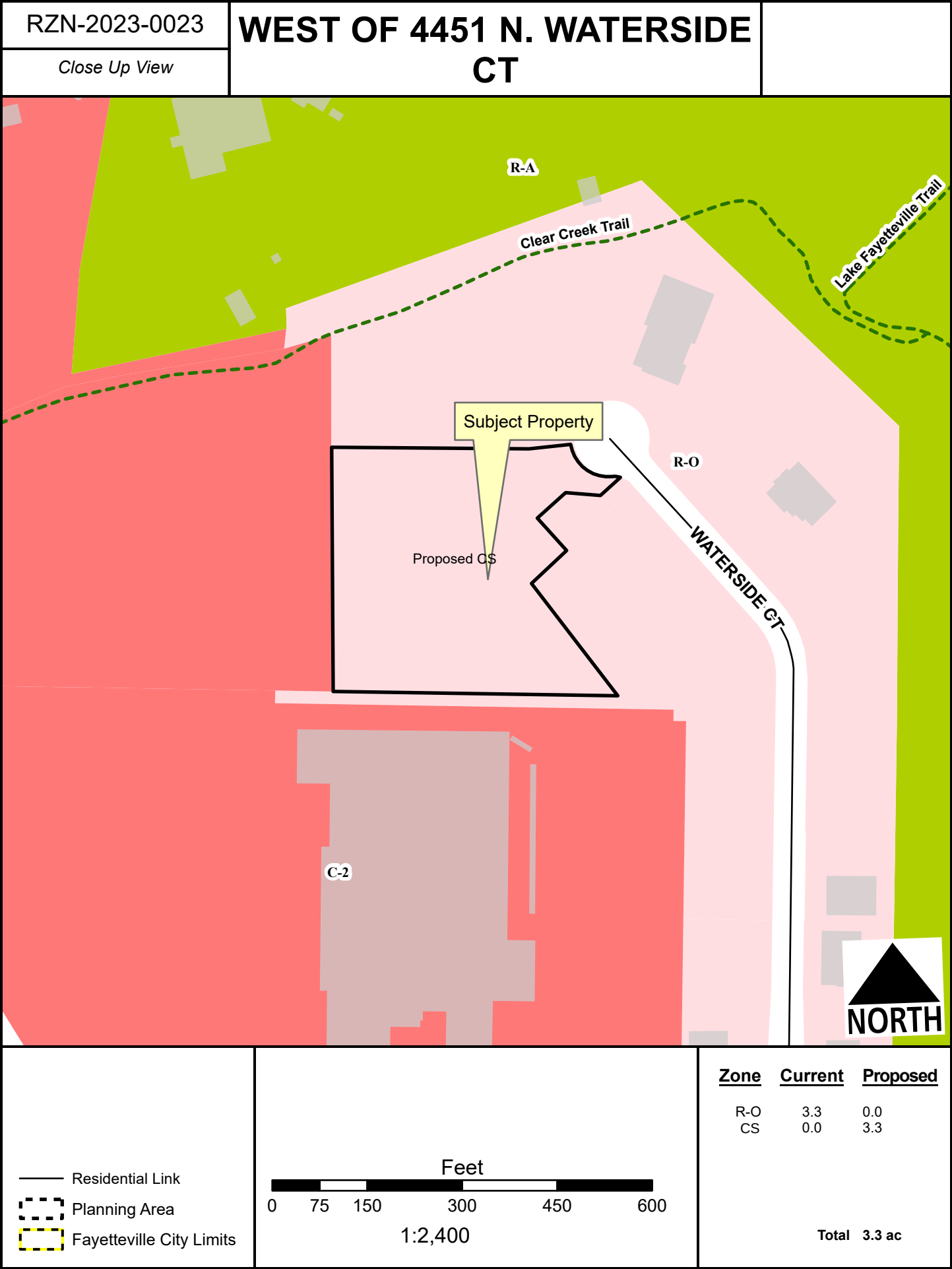
Please let me know if you need any additional information regarding this request.

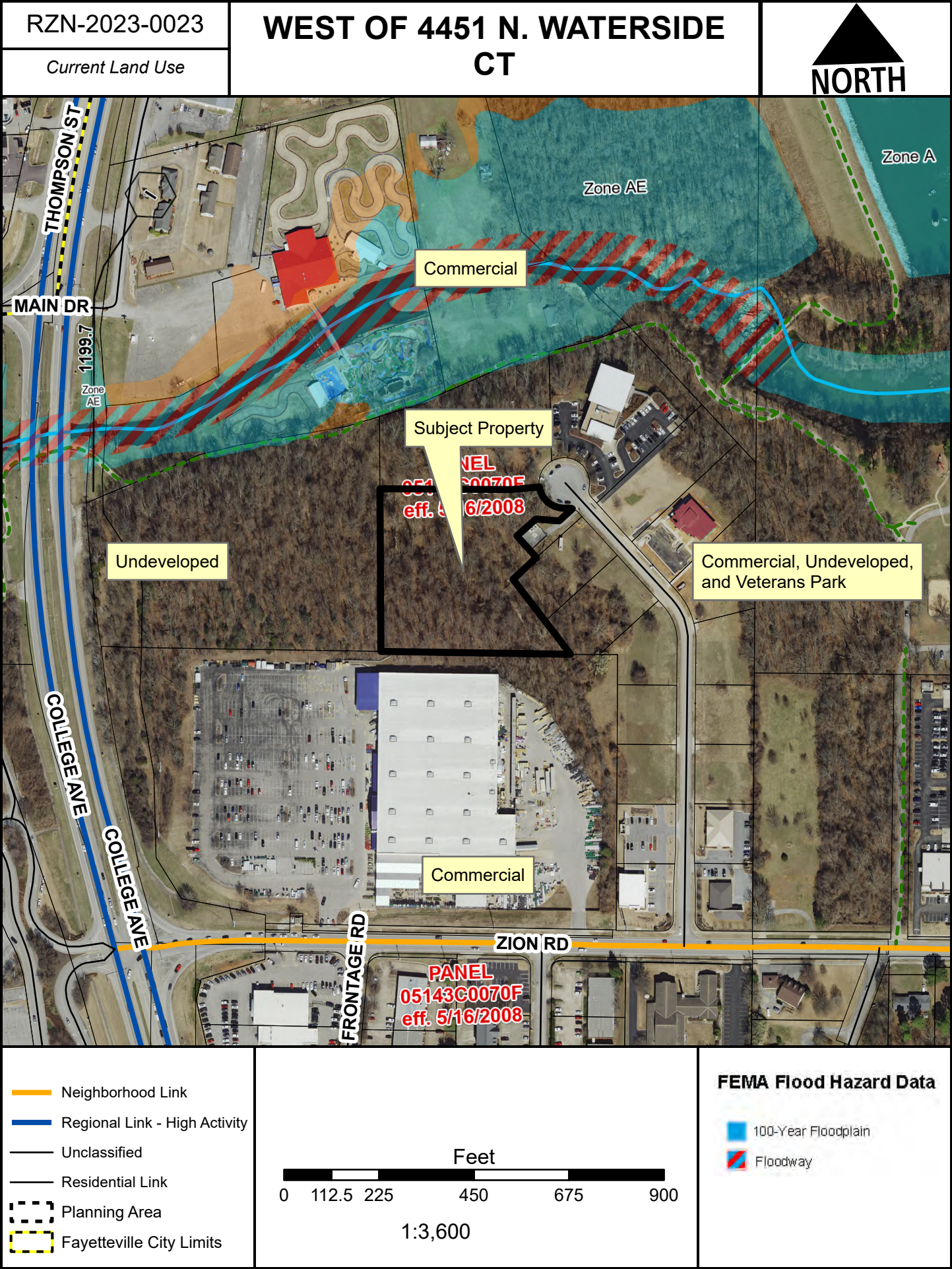
Sincerely,



Daniel Lazenby

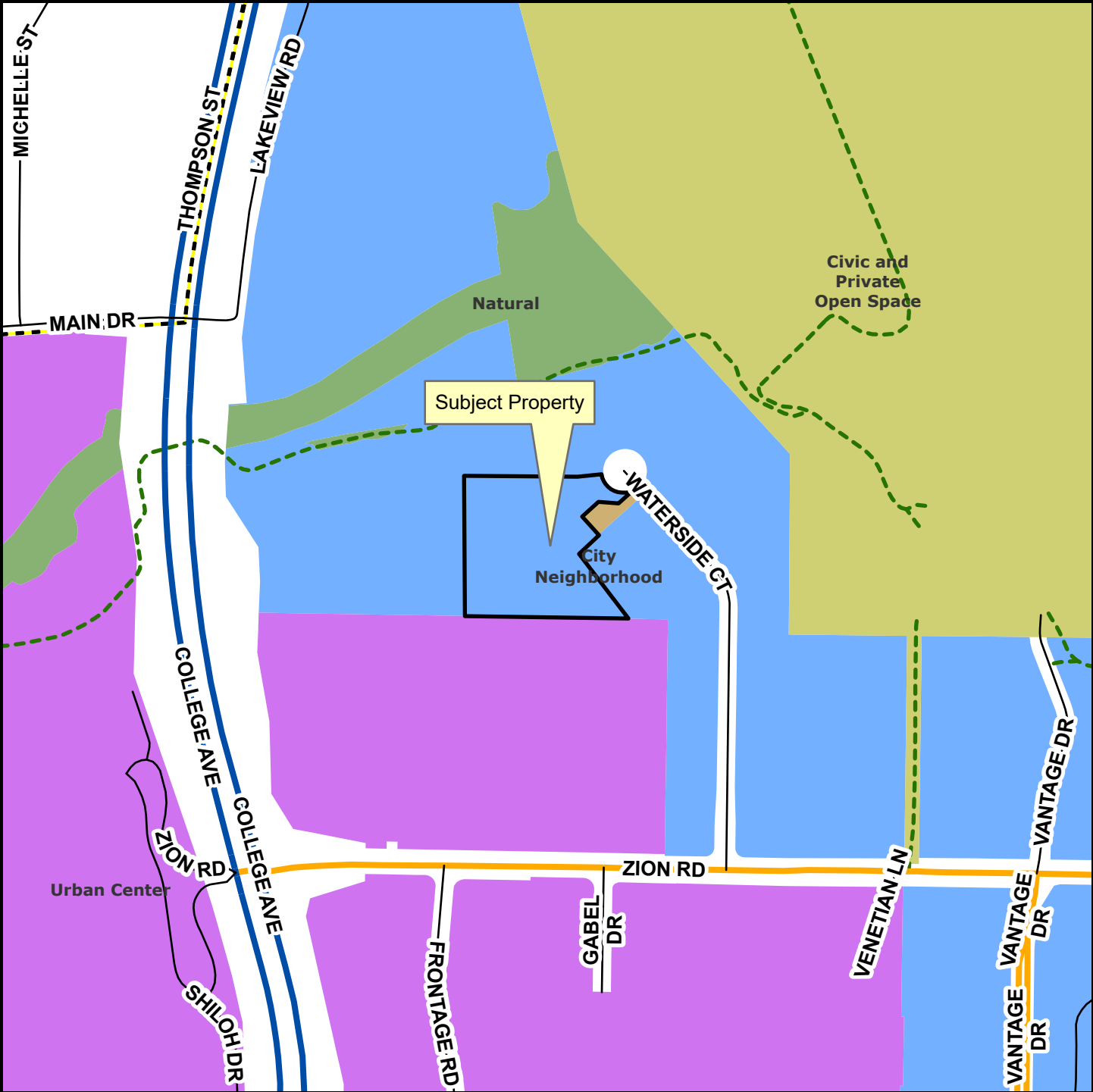






RZN-2023-0023
<i>Future Land Use</i>

**WEST OF 4451 N. WATERSIDE
CT**



-  Neighborhood Link
 Regional Link - High Activity
 Unclassified
 Residential Link
 Planning Area
 Fayetteville City Limits

Feet

0 145 290 580 870 1,160

1:4,800

- City Neighborhood
- Civic Institutional
- Civic and Private Open Space
- Industrial
- Natural
- Non-Municipal Government
- Residential Neighborhood
- Rural Residential
- Urban Center

Fayetteville Housing Report (Part 2 of 3)

09.26.2023



CITY OF
FAYETTEVILLE
ARKANSAS

Presentation Series Outline

- August 29: Housing and Population Data
 - Population Growth & Characteristics
 - Housing Data from U.S. Census
 - Permit Data from City of Fayetteville
- **Today** (September 26): Land Use Policies & Housing
 - Additional Permit Data & Housing Cost Inputs
 - Land Use Policy Choices & Outcomes
 - Projected Growth Scenarios with Expected Outcomes
- October 31: Fayetteville Housing Report

Today's Presentation Outline

- **Presentation 1 Recap**
- **Example Housing Cost Inputs**
- **What Housing is Being Built and Why?**
 - A Quick Look at Zoning History
 - Residential Zoning by Ward
- **Land Consumption Analysis**
 - Projected Impacts of Population Growth
 - Policy Alternatives

Presentation 1 (August 29) Recap

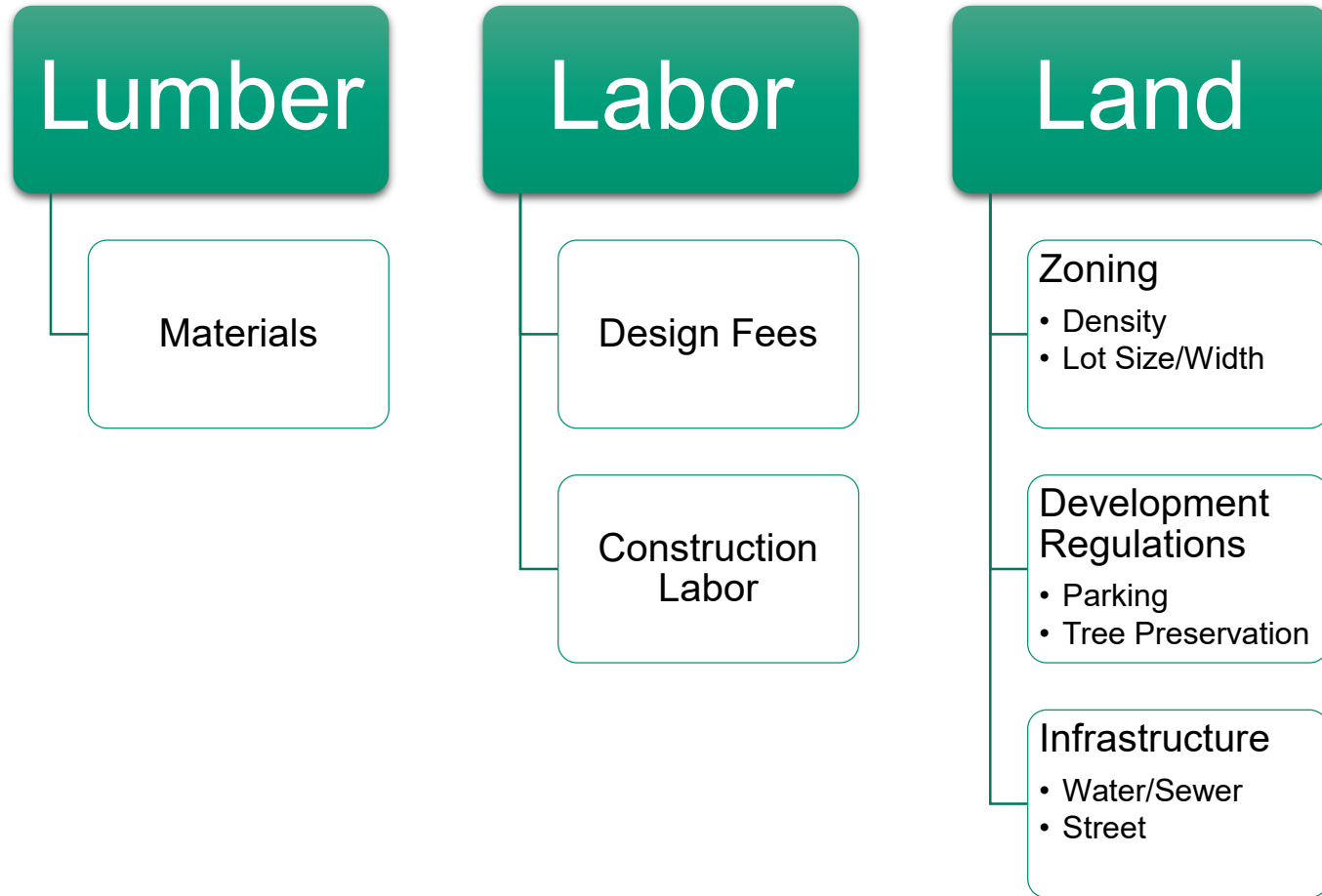
- **We need about 1,000 new units of housing annually to keep pace with projected population growth. However, our 2020-2022 population growth was 72.8% above the projected growth.**
- **An estimated 12,000 households or 30% of households in Fayetteville were cost-burdened by housing costs as of 2021.**
- **Half of Fayetteville households need housing at a cost below current average rent.**

Residential Building Permits Completed

Residential Building Type	2022	2023	Total
Single Family	495	529	1,024
Townhouse	192	31	223
Two Family	28	33	61
Two Family Units	56	66	122
ADU	5	12	17
Multi Family	7	15	22
Multi Family Units	98	372	470
Total Housing Units	846	1,010	1,856

Source: City of Fayetteville as of August 4, 2023

Inputs to Housing Costs



Inputs to Housing Costs

Summary	PSF	Amount	% of Cost
Land Cost	\$34.09	\$75,000	23%
Design/Engineering	\$2.18	\$4,800	1%
Hard Costs (Materials/Labor)	\$86.36	\$190,000	59%
Finance Costs	\$10.00	\$22,000	7%
Marketing/Closing Costs	\$14.55	\$32,000	10%
Total Costs	\$147.18	\$323,800	100%
Profit	\$43.00	\$53,000	16%
Sales Price	\$190.18	\$376,800	116%

Source: Cost estimates derived from local home builder interviews in 2023 and are based on a base model 2,200 sf spec single-family home in a newly constructed subdivision.

A Little Zoning History

P R E A M B L E

WHEREAS, it is recognized that land overcrowded with buildings is both the most prevalent and worst evil of cities, and

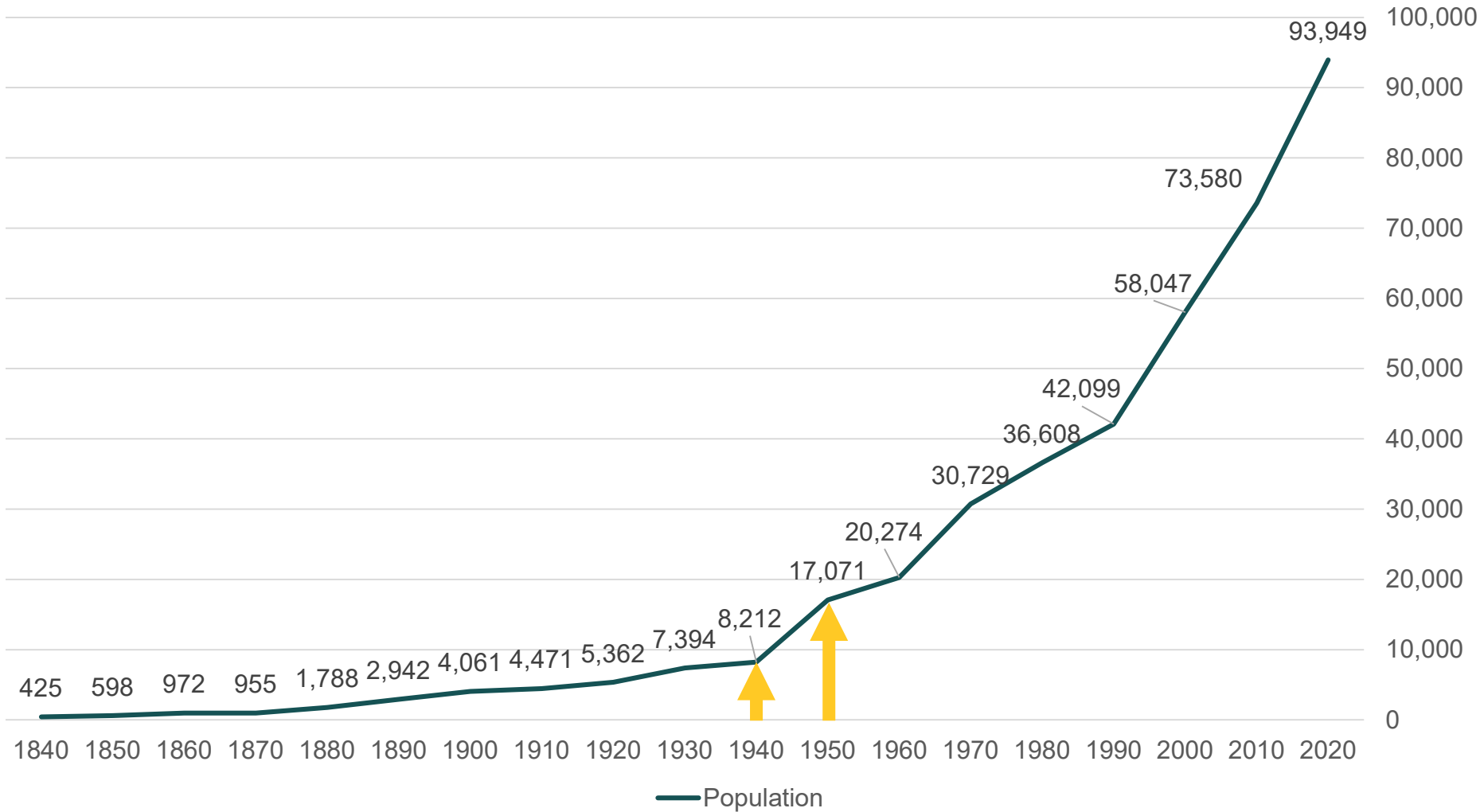
WHEREAS, It is recognized that immeasurable evils to the physical and mental welfare of individual citizens and to the well-being of the community inevitably arise from haphazard growth of populated places, and particularly where they are large, industrialized and congested, and

WHEREAS, Haphazard development of a city results in the deterioration in the desirability of certain residential sections by the encroachment of business and industrial establishments upon and into such sections, with the consequent destruction of property values and ultimate abandonment of such sections for residential purposes, and

WHEREAS, The separation of the City of Fayetteville into districts or zones for different purposes and for different kinds of buildings, for the regulation by prescribed districts of the kinds of buildings to be erected therein, the proportion of the lot to be covered, and the uses to which both may be put within the districts, including location, height, area, and use regulations of both land and buildings would tend to attract a desirable and assure a permanent citizenship, promote happiness and contentment, stabilize the use and value of property, and promote the peace, tranquility, and good order of the City of Fayetteville.

Source: Fayetteville Ordinance 1002 approved September 10, 1951

Fayetteville Population 1840-2020



Source: U.S. Decennial Census

A Little Zoning History (Continued)

DISTRICT R-1 LOW DENSITY RESIDENTIAL DISTRICT

Purposes

The low density residential district of four families per acre or less in the case of single family homes and seven families per acre or less in the case of two family dwellings is designed to permit and encourage the developing of low density detached dwellings in suitable environments, as well as to protect existing development of these types.

Bulk and Area Regulations

	Single Family	Two Family
Lot Width Minimum	70 ft.	80 ft.
Lot Area Minimum	8000 sq. ft.	12,000 sq. ft.
Land Area per Dwelling Unit	8000 sq. ft.	6,000 sq. ft.

DISTRICT A-1 AGRICULTURAL

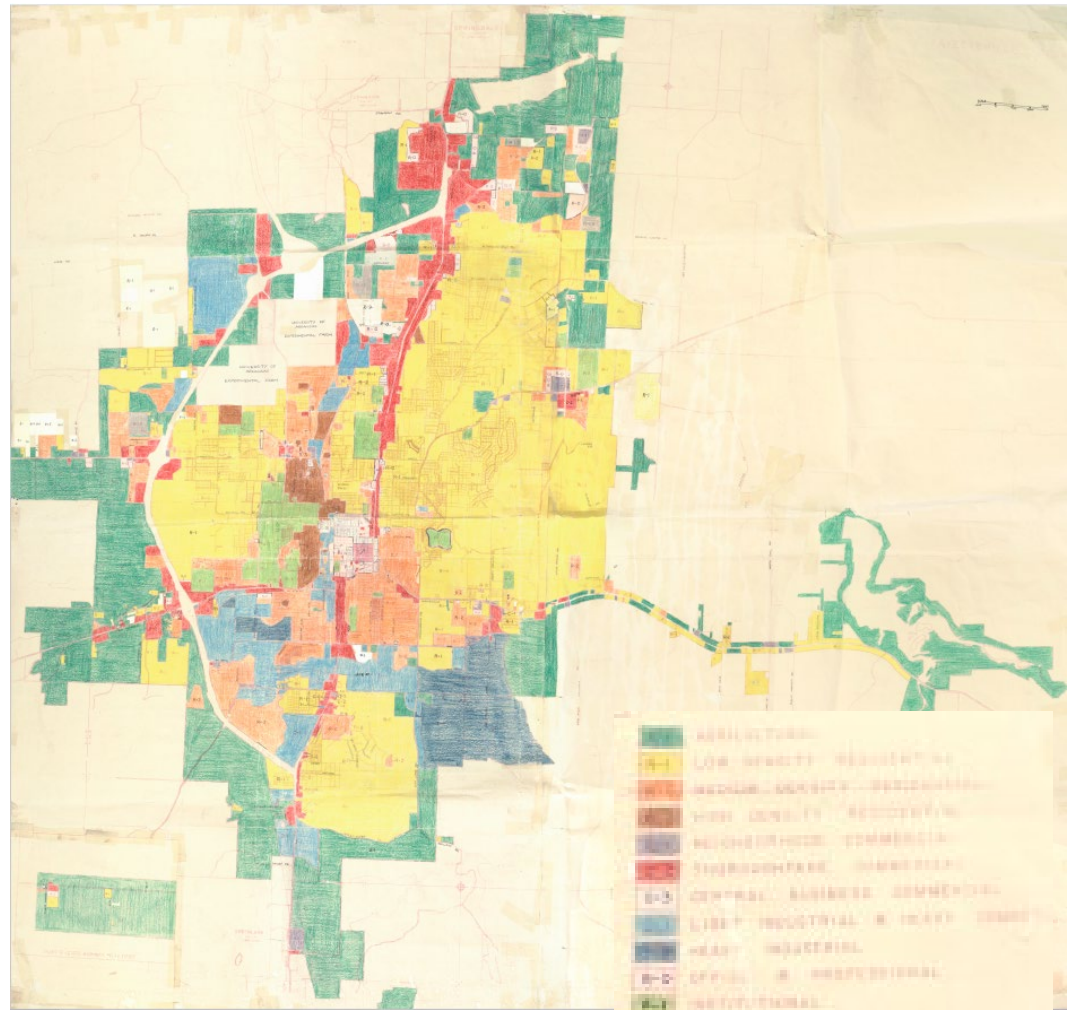
Bulk and Area Regulations

Lot Width -	200 ft. minimum
Lot Area	
Residential -	2 acre minimum
Non-Residential -	2 acre minimum
Lot Area per Dwelling Unit -	2 acre minimum

DISTRICT R-2 MEDIUM DENSITY RESIDENTIAL

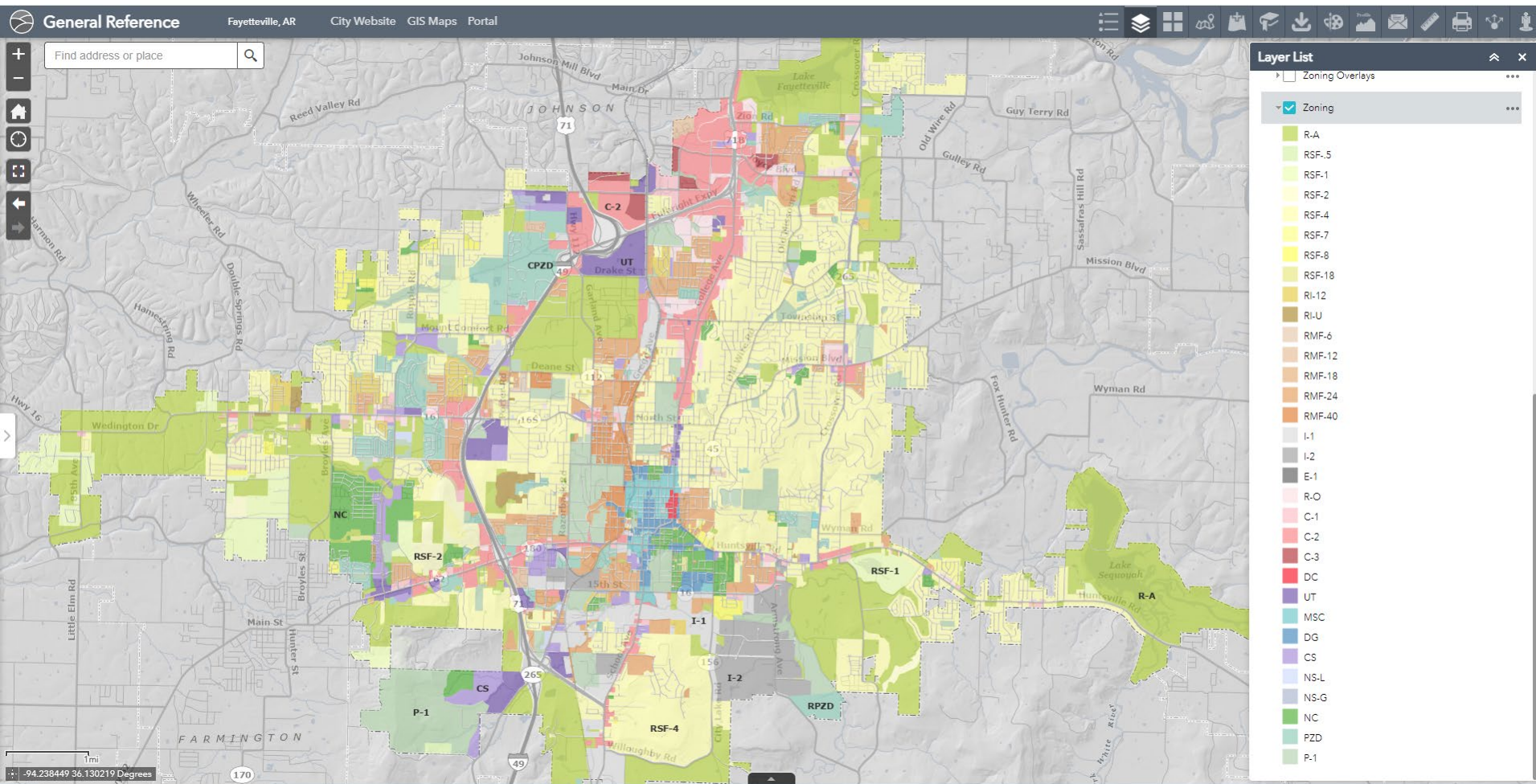
Purposes

The medium density residential district with four to twenty-four families per acre is designed to permit and encourage the developing of a variety of dwelling types in suitable environments in a variety of densities.



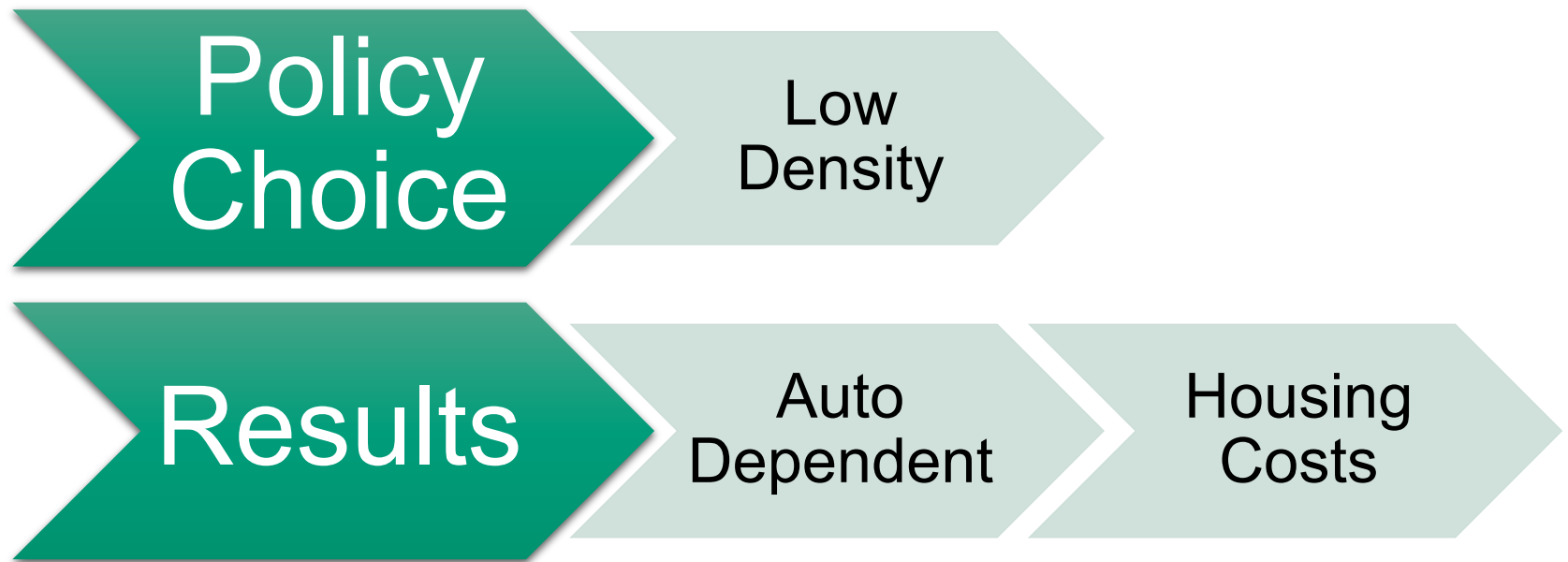
Source: Fayetteville Ordinance 1747 adopted June 29, 1970

Current Fayetteville Zoning Map



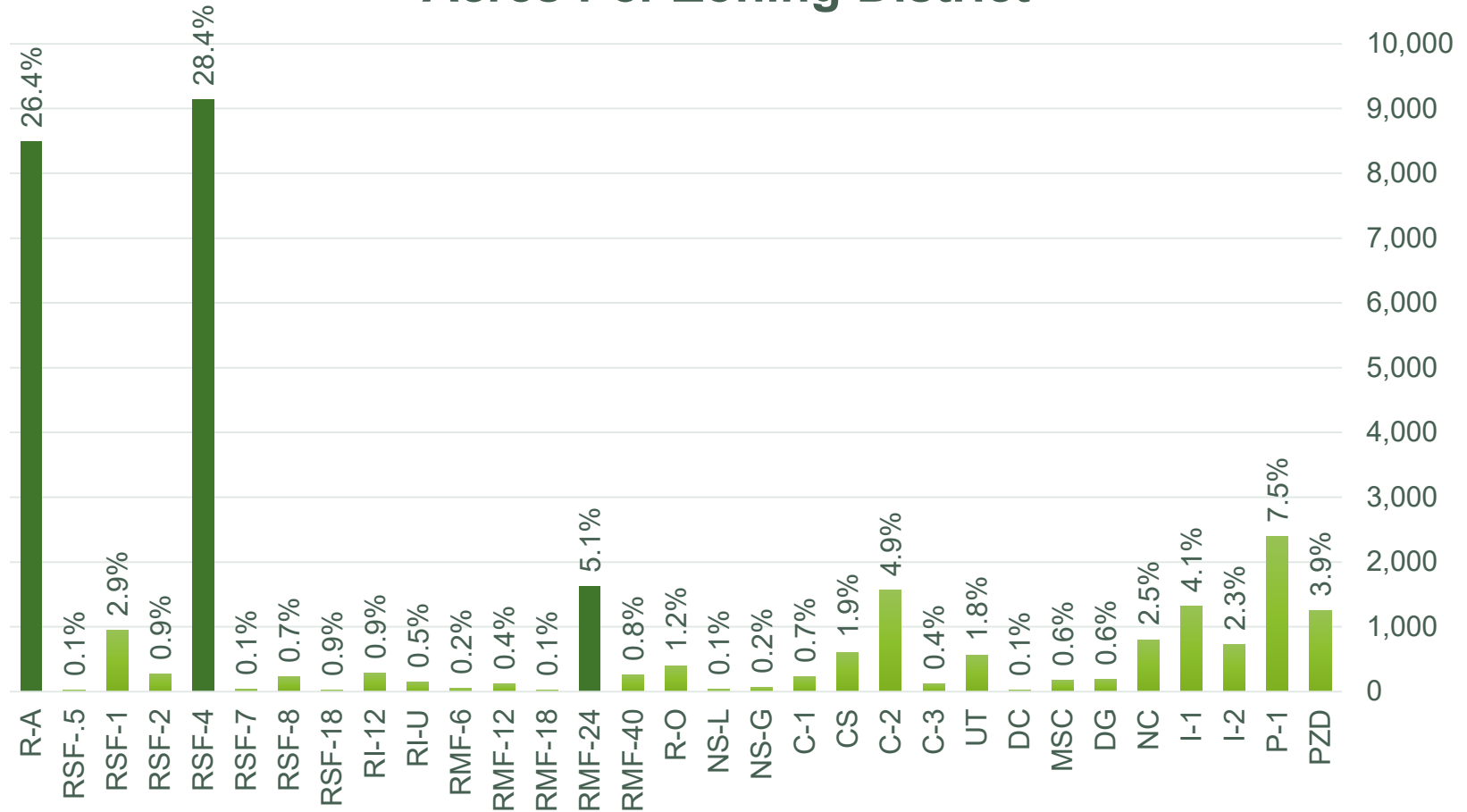
Source: City of Fayetteville September 12, 2023

Zoning Outcomes



Zoning Districts in Fayetteville

Acres Per Zoning District



Source: City of Fayetteville GIS July 21, 2023

Zoning Districts in Fayetteville

**R-A
Zoning**



+

**= 40,816
Units**

**RSF-4
Zoning**



**RMF-24
Zoning**



**= 38,942
Units**

R-A, RSF-4 & RMF-24 Zoning by Ward

	Ward 1	Ward 2	Ward 3	Ward 4
Total Acres	14,830	4,943	8,456	7,689
R-A Zoning Acres	4,046	802	1,390	2,254
RSF-4 Zoning Acres	2,964	778	3,498	1,903
RMF-24 Zoning Acres	668	299	476	180
R-A, RSF-4, & RMF-24 as a Percent of Residential Zoning Acres	88%	82%	90%	74%

Source: City of Fayetteville GIS Data Downloads July 21, 2023

New Residential Units by Ward 2018-2022

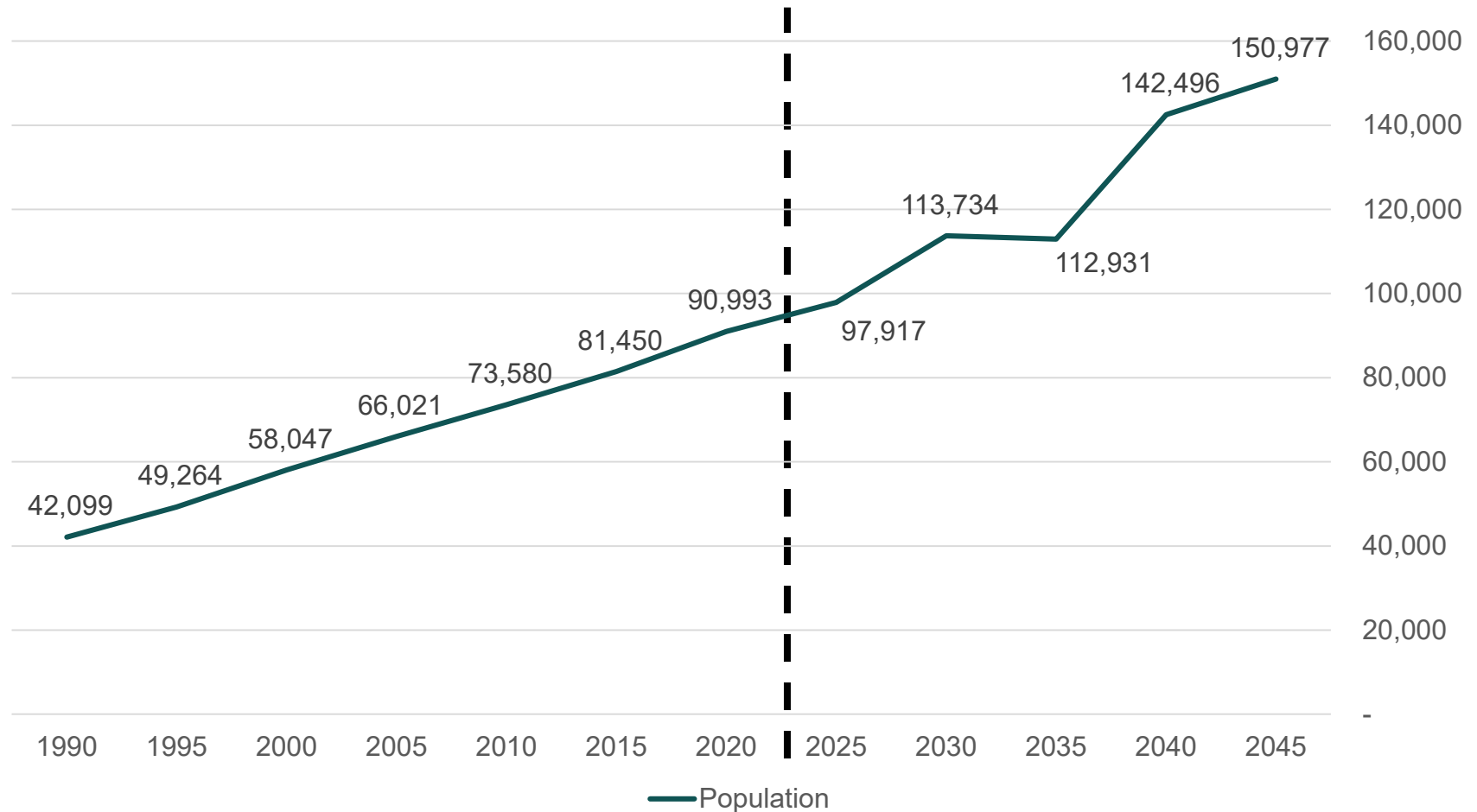
	Ward 1	Ward 2	Ward 3	Ward 4	Total
Single Family	1,344	166	285	1,194	2,989
Townhouse	273	139	0	58	470
Duplex	200	86	12	144	442
ADU	11	8	6	7	32
Multi Family	607	291	526	774	2,198
Total	2,435	690	829	2,177	6,131
Percent	39.72%	11.25%	13.52%	35.51%	100%

Source: City of Fayetteville Monthly Building Activity Reports 2018-2022

Zoning & New Residential Permits Recap

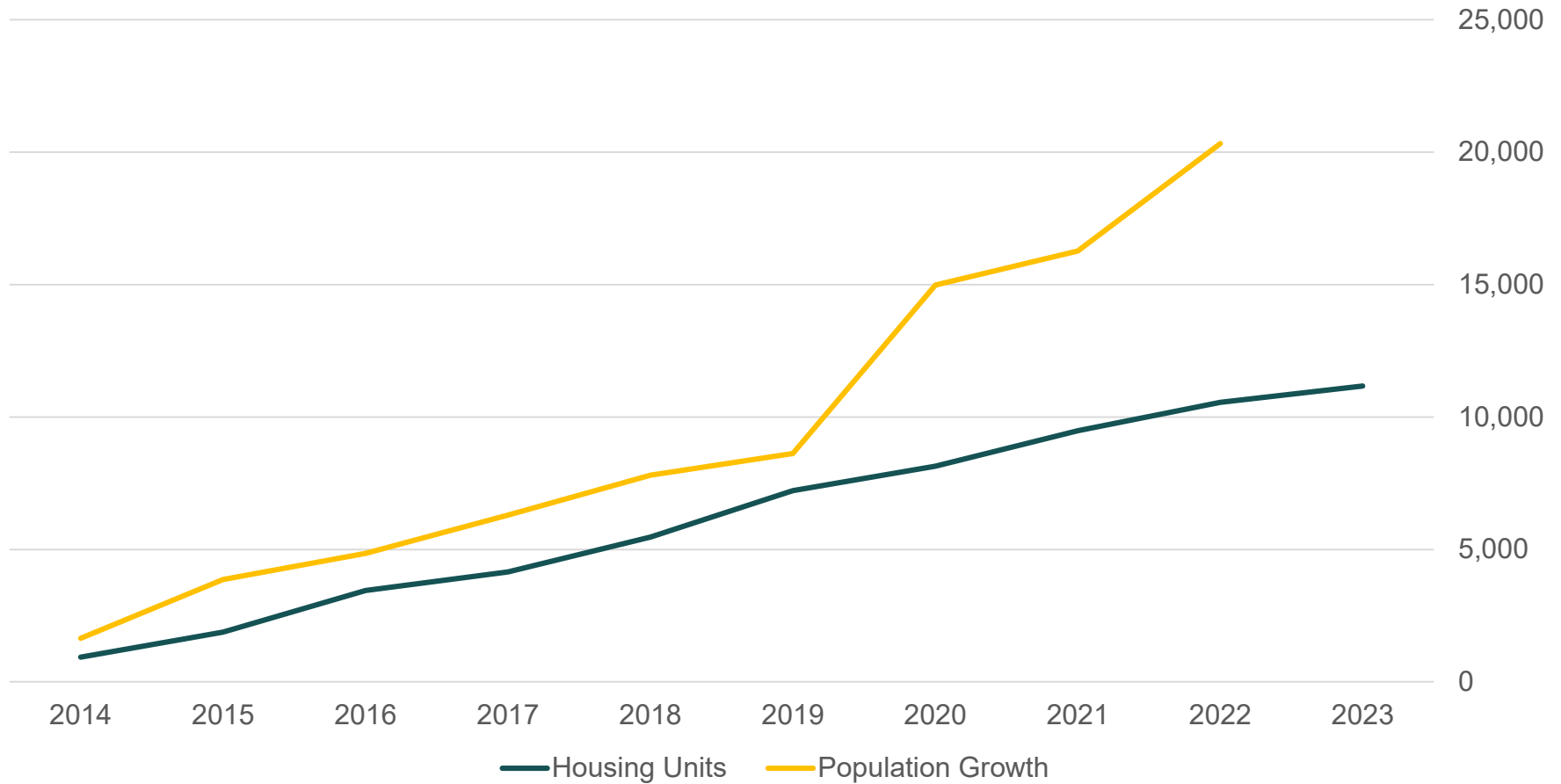
- **Our current residential zoning districts allow anywhere from $\frac{1}{2}$ a housing unit per acre to 40 housing units per acre.**
- **26% of the city is currently in R-A zoning ($\frac{1}{2}$ housing unit per acre) and 28% is in RSF-4 zoning (4 housing units per acre).**
- **Ward 1 has taken on the most permitted housing units with 40% of new residential units issued from 2018-2022, followed closely by Ward 4 with 35.5%. Wards 2 and 3 each have less than 15% of new residential units by permits issued.**

Fayetteville Pop. & Projection to 2045



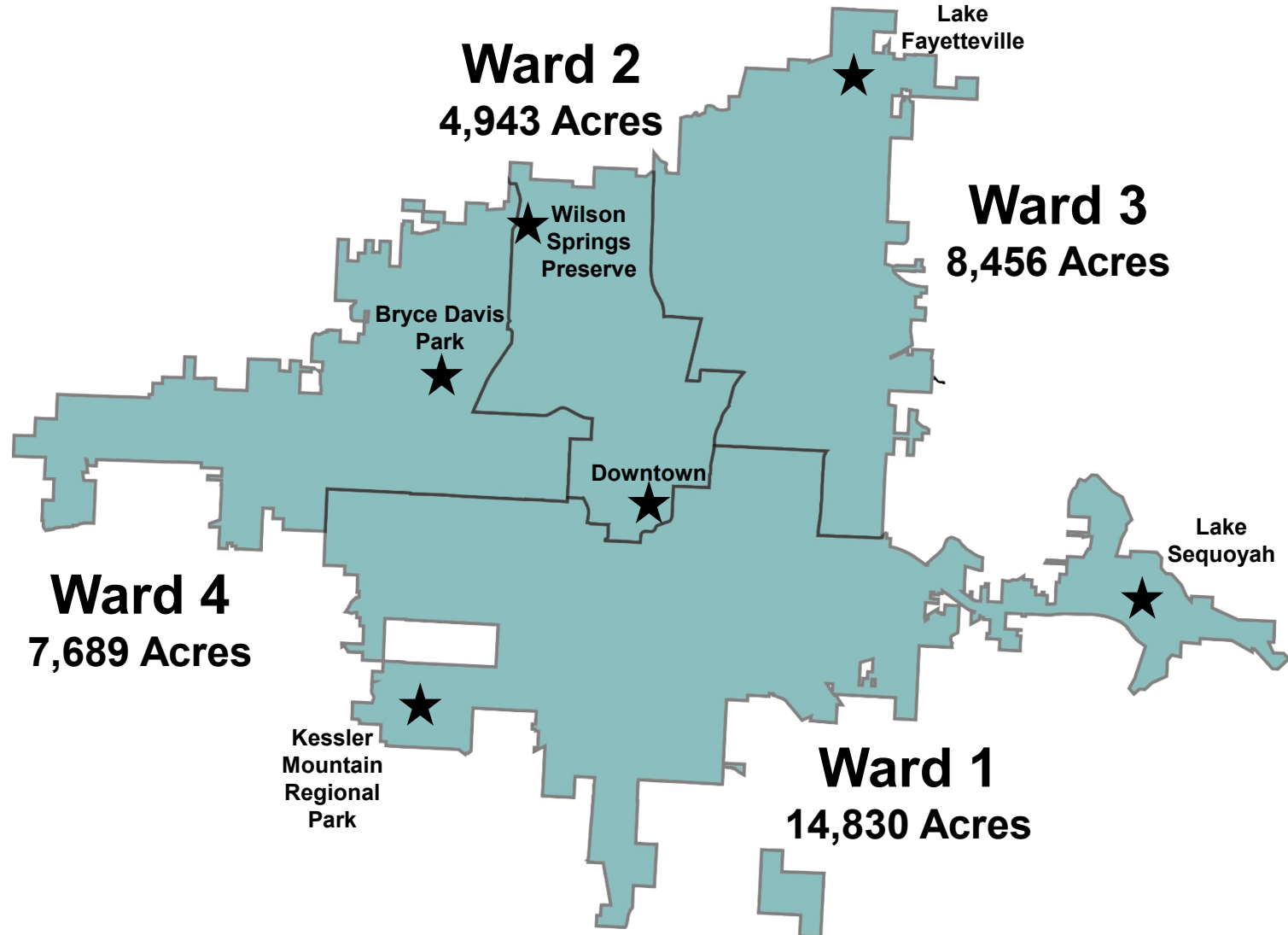
Sources: U.S. Census, Northwest Arkansas Regional Planning Commission Transportation Plans

Cumulative Housing Units Vs. Population Growth 2014-2023

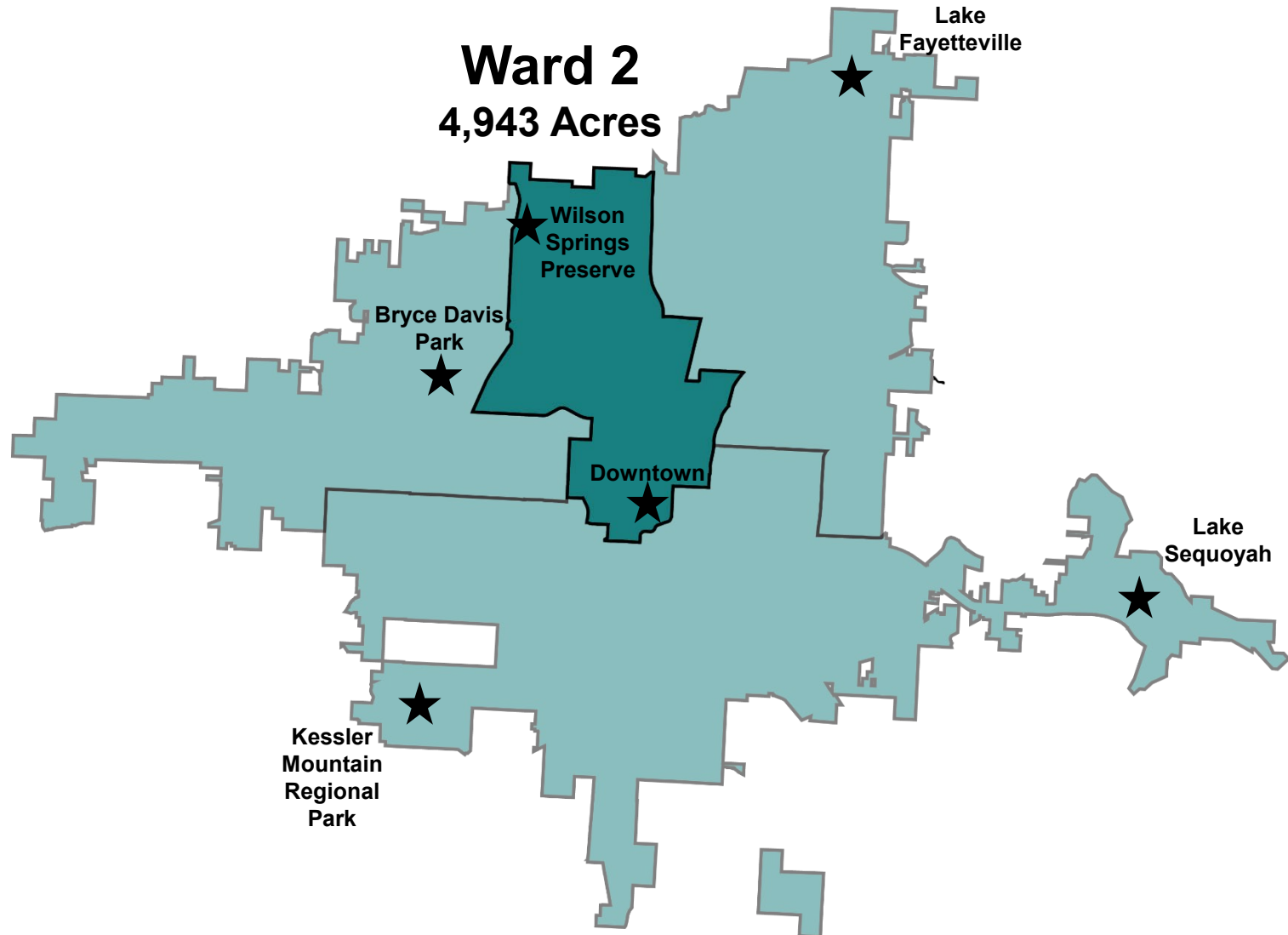


Source: City of Fayetteville Monthly Building Activity Reports, ACS 1-Year Estimates

Fayetteville Wards

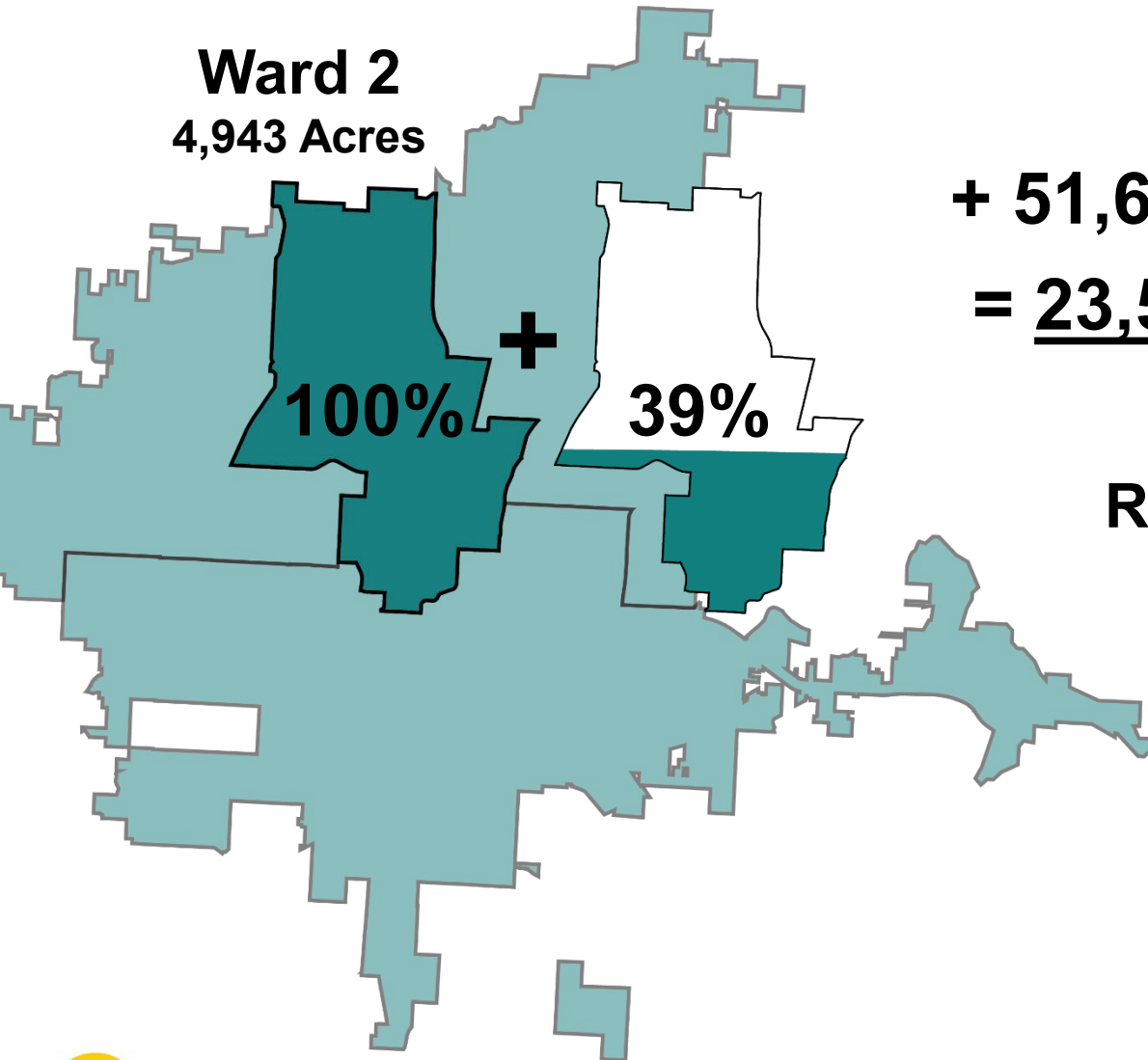


Fayetteville Wards



Growth Scenario: Projected Population

Ward 2
4,943 Acres

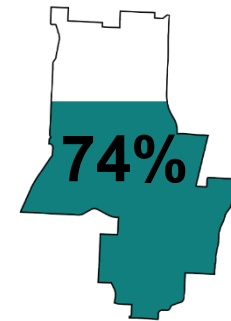


+ 51,692 people by 2045
= 23,506 housing units



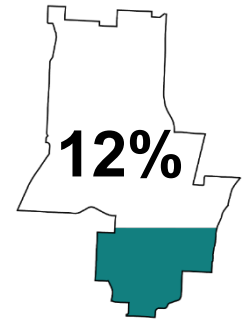
RSF-4 = 6,859 Acres

RSF-8



3,639 Acres

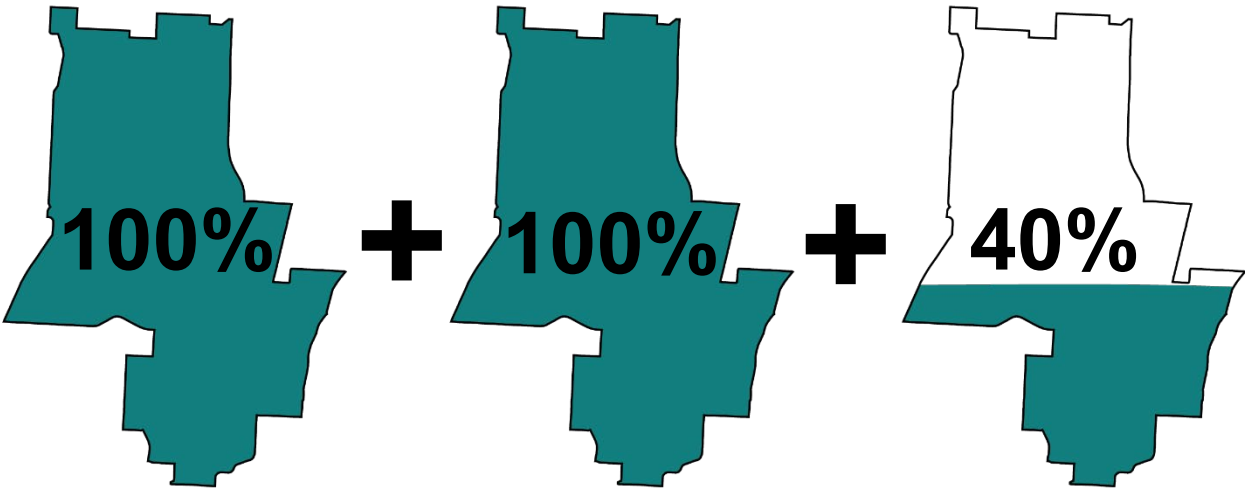
RMF-24



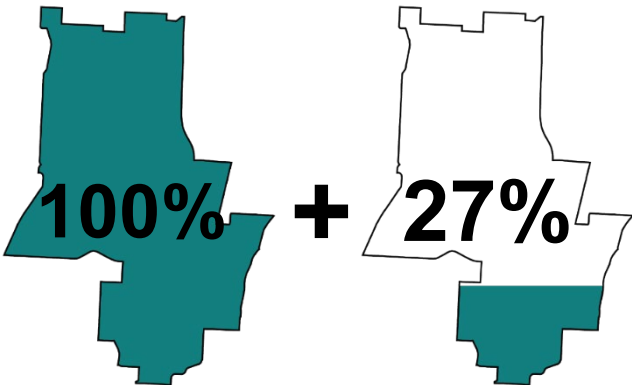
1,020 Acres

Growth Scenario: 72.8% Higher Growth

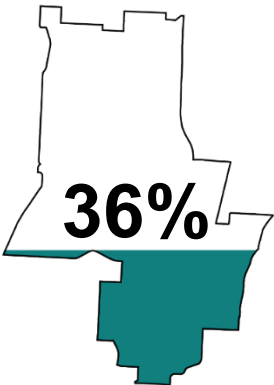
RSF-4 =
11,852 Acres



RSF-8 =
6,290 Acres



RMF-24 =
1,763 Acres

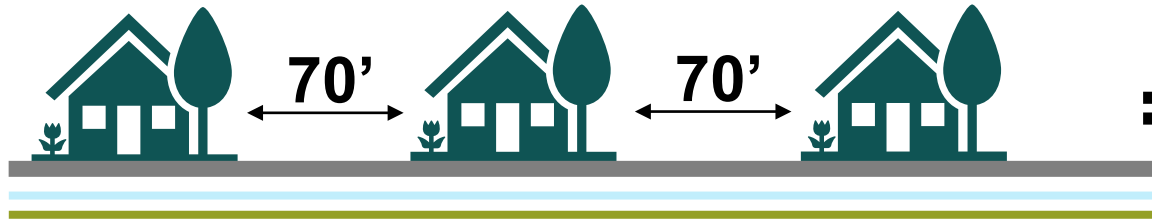


Additional Growth Impacts: Infrastructure



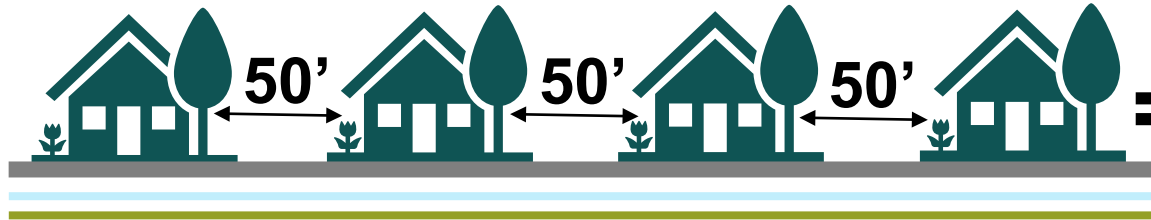
How Much City Infrastructure?

**RSF-4
Zoning**



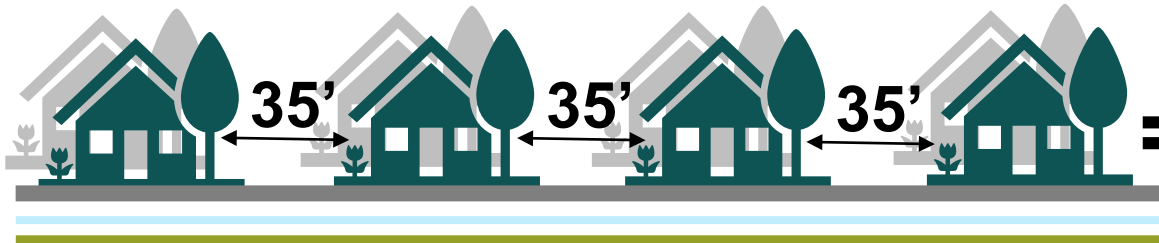
**= 156 Miles
\$1,094,204,300**

**RSF-8
Zoning**



**= 111 Miles
\$781,574,500**

**RMF-24.
Zoning**



**= 39 Miles
\$273,551,075**

Recap & Next Steps

- **Our current zoning is similar to what it was in 1970, emphasizing low density development despite more than tripling our population growth since then.**
- **54% of the city is in low density residential zoning. RMF-24 zoning could accommodate 95% of the housing units allowed by the combined R-A and RSF-4 zoning in under a tenth of the land area.**
- **We have options for additional housing density in core areas that are already high intensity and offer close access to services.**
- **Third Presentation (3 of 3) and Report at the October 31 Agenda Session.**

Thank you!

LONG RANGE PLANNING, CITY OF FAYETTEVILLE

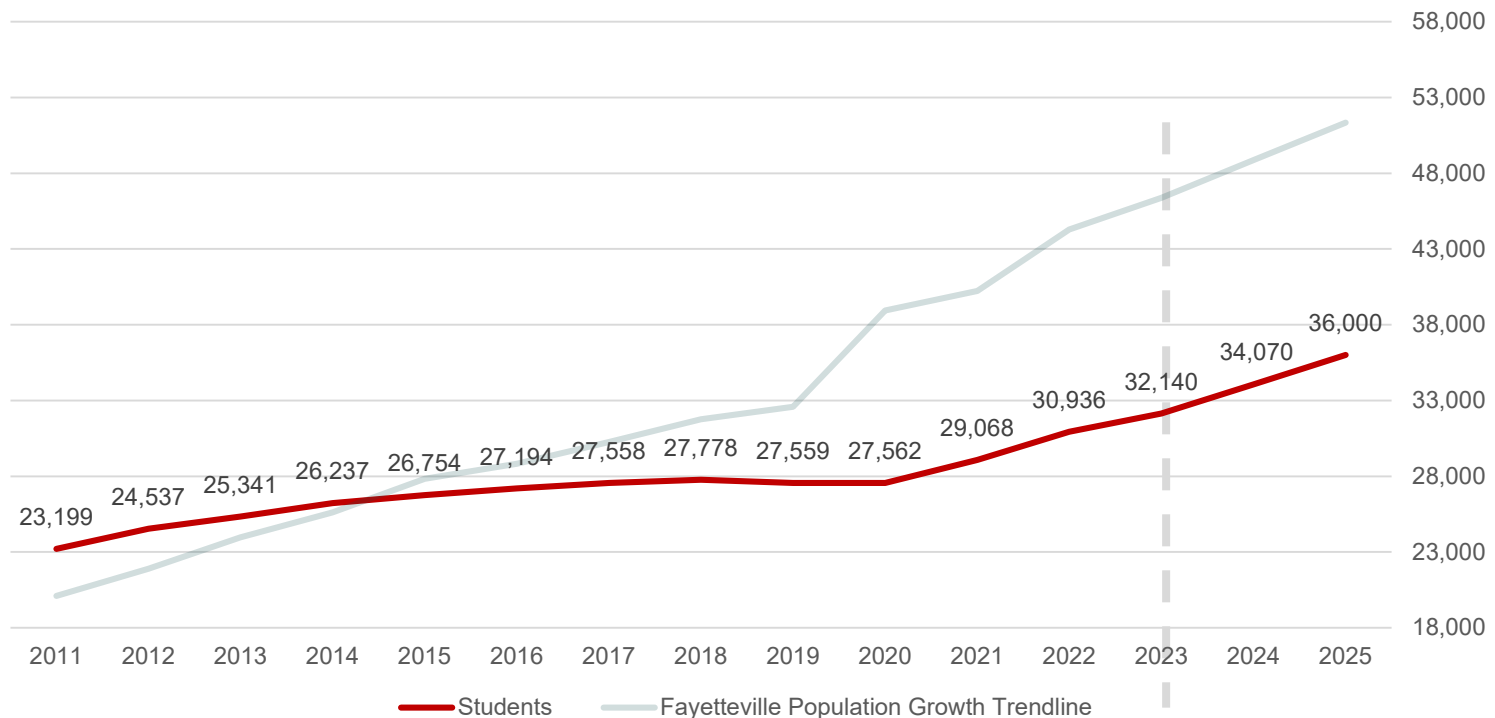


CITY OF
FAYETTEVILLE
ARKANSAS

Presentation 1 Questions

- Do we have enrollment projections from the University of Arkansas?

UARK Fall Enrollment 2011-2023 & Projected Enrollment to 2025



Source: University of Arkansas, U.S. Census ACS 1-Year Estimate Tables, Northwest Arkansas Regional Planning Commission Transportation Plans

Presentation 1 Questions

- **What is our population growth compared to regional growth?**
 - **Northwest Arkansas grew by 36 people per day from 2020-2022.**
 - **Fayetteville grew by 11 people per day from 2020-2022 (30.6% of regional growth).**

Source: U.S. Census Quickfacts

Presentation 1 Questions

- How do we compare to fast-growing/peer cities?

	Fayetteville	Springdale	Rogers	Bentonville
2020 Population	93,949	84,161	69,908	54,164
2022 Population	99,285	87,672	72,999	57,868
2020-2022 Population Growth Rate	5.68%	4.17%	4.42%	6.84%

	United States	Arkansas	Fayetteville AR	Lawrence KS	Columbia MO	Madison WI	Fort Collins CO	Lincoln NE	Asheville NC
2020 Population	331,449,281	3,011,524	93,949	94,934	126,254	269,840	169,810	291,082	94,589
2022 Population	333,287,557	3,045,637	99,285	95,794	128,555	272,903	169,249	292,627	93,776
2020-2022 Population Growth Rate	0.55%	1.13%	5.68%	0.91%	1.82%	1.14%	-0.33%	0.53%	-0.86%

Source: U.S. Census Quickfacts

Presentation 1 Questions

- Can we more clearly show students in the population and household estimates?

Householder Income By Age of Householder

Age	Number Estimate	Percent Distribution	Median Income
15 to 24 years	7,473	18.6%	\$31,972
25 to 44 years	16,462	41.0%	\$64,551
45 to 64 years	10,789	26.9%	\$74,800
65 years and over	5,380	13.4%	\$62,804

Source: American Community Survey 2021 ACS 1-Year Estimates Subject Tables S1903