

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
March 15, 2016**

A meeting of the Fayetteville City Council was held on March 15, 2016 at 5:30 p.m. at the Washington County Courthouse - Quorum Courtroom, 208 N. College Ave., Fayetteville, Arkansas.

Call to Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports, and Discussion Items

1. Nominating Committee Report

Agenda Additions

A. Consent:

1. Approval of the March 1, 2016 City Council Meeting Minutes.

APPROVED

2. **RICOH USA, INC.:** A resolution to approve the purchase of professional digital imaging services from Ricoh USA, Inc. through its local vendor, Preferred Office Products, Inc., in varying amounts as needed through June 30, 2016 and any future renewal periods, pursuant to a U.S. Communities Government Purchasing Alliance Cooperative Purchasing Agreement.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 57-16

3. **HAZMAT SERVICES REVENUE:** A resolution to approve a budget adjustment recognizing Hazmat Services Revenue received by the fire department from Washington County in the amount of \$11,318.00 and increasing the related expense budget.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 58-16

4. **CARAHSOFT TECHNOLOGY CORPORATION:** A resolution to approve the purchase of three (3) nimble storage expansion shelves and a five (5) year hardware maintenance contract from Carahsoft Technology Corporation in the amount of \$246,677.91 plus applicable taxes, pursuant to a General Services Administration Federal Acquisition Service Cooperative purchasing contract.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 59-16

5. **CITY OF GREENLAND TWO YEAR EXTENSION AGREEMENT:** A resolution to approve a two year extension of the agreement between the City of Fayetteville and the City of Greenland regarding the provision of wastewater collection services in the City of Greenland.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 60-16

6. **WATERMARK AT FAYETTEVILLE AR, LLC:** A resolution to approve a cost share agreement with Watermark at Fayetteville AR, LLC in an amount not to exceed \$43,241.00 for a sewer main upgrade near Van Asche Drive and Steele Boulevard.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 61-16

7. **NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT, INC. GRANT:** A resolution to authorize acceptance of a General Improvement Fund Grant through the Northwest Arkansas Economic Development District, Inc. in the amount of \$9,198.00 for the construction of a garden shelter for the Yvonne Richardson Community Center's Kid Crops Program, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 62-16

8. **SOURCEGAS ARKANSAS, INC. UTILITY WORK AGREEMENT:** A resolution to approve a utility work agreement with Sourcegas Arkansas, Inc. in an amount not to exceed \$167,231.78 for the relocation of two gas lines necessary for the extension of Ruppel Road from Martin Luther King, Jr. Boulevard to Persimmon Street, and to approve a project contingency in the amount of \$25,084.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 63-16

9. **RFQ #15-04 BURNS & MCDONNELL ENGINEERING COMPANY, INC.:** A resolution to award RFQ #15-04 and authorize a contract with Burns & McDonnell Engineering Company, Inc. in an amount not to exceed \$557,695.00 for engineering services associated with the Sain Street extension from North Front Street to Vantage Boulevard, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 64-16

10. **GARVER, LLC SUPPLEMENTAL AGREEMENT NO. 1:** A resolution to approve supplemental agreement No. 1 to the contract with Garver, LLC in an amount not to exceed \$455,066.00 for additional archeological testing and mitigation services associated with the design of a portion of Ruppel Road between West Starry Night View and West Mount Comfort Road, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 65-16

11. **ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FEDERAL-AID FUNDS:** A resolution to approve two budget adjustments recognizing federal-aid funds received from the Arkansas Highway and Transportation Department in the amount of \$48,928.00 for the Highway 45/Old Wire Road Signal and Intersection Project.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 66-16

B. Unfinished Business:

C. Public Hearing:

1. **A FAYETTEVILLE PUBLIC FACILITIES BOARD:** A resolution ratifying the resolution of the Fayetteville Public Facilities Board approving a refunding and improvement revenue bond (Butterfield Trail Village Project), Series 2016 in a principal amount of not to exceed \$17,450,000; and prescribing other matters pertaining thereto

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 67-16

D. New Business:

1. **RFQ #15-08 NELSON/NYGAARD CONSULTING ASSOCIATES, INC.:** A resolution to award RFQ #15-08 and authorize a contract with Nelson/ Nygaard Consulting Associates, Inc. in the amount of \$584,978.00 for the development of a transportation master plan and downtown/entertainment district parking and mobility report, to approve a project contingency in the amount of \$14,740.00, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 68-16

2. **RZN 16-5310: (1564 E. HUNTSVILLE RD./ZWEIG PROPERTIES):** An ordinance to rezone that property described in rezoning petition RZN 16-5310 for approximately 0.46 acres located at 1564 East Huntsville Road from RSF-4, residential single family, 4 units per acre to CS, Community Services

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5858

3. **ADM 16-5319 (UDC CHAPTERS 166,172,177 AMENDMENTS):** An ordinance to amend § 166.24 Nonresidential Design Standards, § 172.04 Parking Lot Design Standards, §177.04 site development and parking lot landscape standards and § 177.05 street tree planting standards of the unified development code.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5859

4. **AMEND § 97.082 (B), § 94.05 (D) AND TO ENACT A NEW § 94.05 (G):** An ordinance to amend § 97.082 (b), § 94.05 (d) and to enact a new § 94.05 (g) of the Fayetteville Code to authorize the Mayor to issue a Public Fireworks Display permit for an annual display by the Botanical Garden of the Ozarks at Lake Fayetteville

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5860

City Council Agenda Session Presentations

City Council Tour

Announcements

Adjournment: 6:37 p.m.

Subject:	ROLL				
<i>Alderman Gray was absent</i>	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	absent			
	Marsh	✓			
	Mayor Jordan	✓			

8-0

Subject:	NOMINATING COMMITTEE REPORT				
Motion To:		<i>Amend Remove Belden</i>	<i>Approve</i>		
Motion By:		<i>Marsh</i>	<i>Kinion</i>		
Seconded:		<i>Petty</i>	<i>Long</i>		
<i><u>Passed</u></i>	Kinion	✓	✓		
	Petty	✓	✓		
	Tennant	N	✓		
	Schoppmeyer	N	✓		
	La Tour	N	N		
	Long	N	✓		
	Gray	absent	absent		
	Marsh	✓	N		
	Mayor Jordan				

3-4
failed

5-2

Subject:	CONSENT				
Motion To:		Approve			
Motion By:		Marsh			
Seconded:		Tennant			
A.1 - A.11 <u>Minutes</u> <u>Approved</u> <u>Passed</u> 57-16 thru 166-16	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	Absent			
	Marsh	✓			
	Mayor Jordan				

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:	UNFINISHED BUSINESS				
Motion To:					
Motion By:					
Seconded:					
B.	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:	FAYETTEVILLE PUBLIC FACILITIES BOARD				
Motion To:					
Motion By:		<i>Approve</i>			
Motion By:		<i>Long</i>			
Seconded:		<i>Schoppmeyer</i>			
C. 1 Unfinished Business <i>Public Hearing</i> <i>Passed</i> <i>67-16</i>	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Schoppmeyer	✓			
	La Tour	✓			
	Long	✓			
	Gray	<i>absent</i>			
	Marsh	✓			
	Mayor Jordan				

7-0

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:		RFQ #15-08 NELSON/NYGAARD CONSULTING ASSOCIATES, INC.			
Motion To:			<i>Approve</i>		
Motion By:			<i>Marsh</i>		
Seconded:			<i>Petty</i>		
D. 1 New Business <i>passed</i> <i>68-14</i>	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Schoppmeyer	<i>✓</i>			
	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>Absent</i>			
	Marsh	<i>✓</i>			
Mayor Jordan					

6-1

Subject:		RZN 16-5310: (1564 E. HUNTSVILLE RD./ZWEIG PROPERTIES)			
Motion To:			<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>
Motion By:			<i>Petty</i>	<i>Petty</i>	
Seconded:			<i>Long</i>	<i>Marsh</i>	
D. 2 New Business <i>passed</i> <i>5858</i>	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Schoppmeyer	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>Absent</i>	<i>absent</i>	<i>absent</i>	
	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
Mayor Jordan					

7-0

7-0

7-0

Subject:	ADM 16-5319 (UDC CHAPTERS 166,172,177 AMENDMENTS)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Long</i>	<i>Marsh</i>		
Seconded:		<i>Marsh</i>	<i>Long</i>		
D. 3 New Business <i>passed</i> <i>5859</i>	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	<i>absent</i>	<i>absent</i>	<i>absent</i>	
	Marsh	✓	✓	✓	
	Mayor Jordan				

*7-0**7-0**7-0*

Subject:	AMEND § 97.082 (B), § 94.05 (D) AND TO ENACT A NEW § 94.05 (G)				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Pass</i>	
Motion By:		<i>Tennant</i>	<i>Marsh</i>		
Seconded:		<i>Long</i>	<i>Long</i>		
D. 4 New Business <i>passed</i> <i>5860</i>	Kinion	✓	✓	✓	
	Petty	✓	✓	✓	
	Tennant	✓	✓	✓	
	Schoppmeyer	✓	✓	✓	
	La Tour	✓	✓	✓	
	Long	✓	✓	✓	
	Gray	<i>absent</i>	<i>absent</i>	<i>absent</i>	
	Marsh	✓	✓	✓	
	Mayor Jordan				

*7-0**7-0**7-0*

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				

Subject:					
Motion To:					
Motion By:					
Seconded:					
	Kinion				
	Petty				
	Tennant				
	Schoppmeyer				
	La Tour				
	Long				
	Gray				
	Marsh				
	Mayor Jordan				



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan

THRU: Sondra Smith, City Clerk

FROM: Kit Williams, City Attorney

DATE: March 16, 2016

RE: Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of March 15, 2016

1. A resolution to approve the purchase of professional digital imaging services from Ricoh USA, Inc. through its local vendor, Preferred Office Products, Inc., in varying amounts as needed through June 30, 2016 and any future renewal periods, pursuant to a U.S. Communities Government Purchasing Alliance Cooperative Purchasing Agreement.
2. A resolution to approve a budget adjustment recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$11,318.00 and increasing the related expense budget.
3. A resolution to approve the purchase of three (3) nimble storage expansion shelves and a five (5) year hardware maintenance contract from Carahsoft Technology Corporation in the amount of \$246,677.91 plus applicable taxes, pursuant to a General Services Administration Federal Acquisition Service Cooperative Purchasing Contract.
4. A resolution to approve a two year extension of the agreement between the City of Fayetteville and the City of Greenland regarding the provision of wastewater collection services in the City of Greenland.
5. A resolution to approve a cost share agreement with Watermark at Fayetteville AR, LLC in an amount not to exceed \$43,241.00 for a sewer main upgrade near Van Asche Drive and Steele Boulevard.
6. A resolution to authorize acceptance of a general improvement fund grant through the Northwest Arkansas Economic Development District, Inc. in the amount of \$9,198.00 for the construction of a garden shelter for the Yvonne Richardson Community Center's Kid Crops Program, and to approve a budget adjustment.

7. A resolution to approve a utility work agreement with Sourcegas Arkansas, Inc. in an amount not to exceed \$167,231.78 for the relocation of two gas lines necessary for the extension of Ruppel Road from Martin Luther King, Jr. Boulevard to Persimmon Street, and to approve a project contingency in the amount of \$25,084.00.
8. A resolution to award RFQ #15-04 and authorize a contract with Burns & McDonnell Engineering Company, Inc. in an amount not to exceed \$557,695.00 for engineering services associated with the Sain Street extension from North Front Street to Vantage Boulevard, and to approve a budget adjustment.
9. A resolution to approve supplemental agreement no. 1 to the contract with Garver, LLC in an amount not to exceed \$455,066.00 for additional archeological testing and mitigation services associated with the design of a portion of Ruppel Road between West Starry Night View and West Mount Comfort Road, and to approve a budget adjustment.
10. A resolution to approve two budget adjustments recognizing federal-aid funds received from the Arkansas Highway and Transportation Department in the amount of \$48,928.00 for the Highway 45/Old Wire Road signal and intersection project.
11. A resolution ratifying the resolution of the Fayetteville Public Facilities Board approving a Refunding and Improvement Revenue Bond (Butterfield Trail Village Project), series 2016 in a principal amount of not to exceed \$17,450,000; and prescribing other matters pertaining thereto.
12. A resolution to award RFQ #15-08 and authorize a contract with Nelson/Nygaard Consulting Associates, Inc. in the amount of \$584,978.00 for the development of a Transportation Master Plan and downtown/Entertainment District Parking and Mobility Report, to approve a project contingency in the amount of \$14,740.00, and to approve a budget adjustment.
13. An ordinance to rezone that property described in rezoning petition RZN 16-5310 for approximately 0.46 acres located at 1564 East Huntsville Road from RSF-4, Residential Single Family, 4 Units Per Acre to CS, Community Services.
14. An ordinance to amend § 166.24 **Nonresidential Design Standards**, § 172.04 **Parking Lot Design Standards**, § 177.04 **Site Development and Parking Lot Landscape Standards** and § 177.05 **Street Tree Planting Standards** of the Unified Development Code.

15. An ordinance to amend § 97.082 (B), § 94.05 (D) and to enact a new § 94.05 (G) of the Fayetteville Code to authorize the Mayor to issue a public fireworks display permit for an annual display by the Botanical Garden of the Ozarks at Lake Fayetteville.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, March 15, 2016

5:30 PM

**Washington County Courthouse-Quorum Courtroom
208 N College Ave.**

City Council Meeting

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:
*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****1. [2016-0117](#)****NOMINATING COMMITTEE REPORT****Attachments:**[Nominating Committee Report](#)**Agenda Additions:****A. Consent:****A. 1 [2015-0643](#)**

APPROVAL OF THE MARCH 1, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 [2016-0109](#)**RICOH USA, INC.:**

A RESOLUTION TO APPROVE THE PURCHASE OF PROFESSIONAL DIGITAL IMAGING SERVICES FROM RICOH USA, INC. THROUGH ITS LOCAL VENDOR, PREFERRED OFFICE PRODUCTS, INC., IN VARYING AMOUNTS AS NEEDED THROUGH JUNE 30, 2016 AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE COOPERATIVE PURCHASING AGREEMENT

Attachments:[2016-0109, Preferred Office Products, Inc.](#)

A. 3 [2016-0097](#)**HAZMAT SERVICES REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$11,318.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments:[SRF SRM Hazmat Services Revenue Washington County 2016](#)[BA BUDGET ADJUSTMENT FORM Hazmat Revenue Washington County 2016](#)**A. 4** [2016-0041](#)**CARASOFT TECHNOLOGY CORPORATION:**

A RESOLUTION TO APPROVE THE PURCHASE OF THREE (3) NIMBLE STORAGE EXPANSION SHELVES AND A FIVE (5) YEAR HARDWARE MAINTENANCE CONTRACT FROM CARASOFT TECHNOLOGY CORPORATION IN THE AMOUNT OF \$246,677.91 PLUS APPLICABLE TAXES, PURSUANT TO A GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE COOPERATIVE PURCHASING CONTRACT

Attachments:[SAN Packet.pdf](#)**A. 5** [2016-0080](#)**CITY OF GREENLAND TWO YEAR EXTENSION AGREEMENT:**

A RESOLUTION TO APPROVE A TWO YEAR EXTENSION OF THE AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND THE CITY OF GREENLAND REGARDING THE PROVISION OF WASTEWATER COLLECTION SERVICES IN THE CITY OF GREENLAND

Attachments:[Greenland Sewer Contract Legistar Packet](#)**A. 6** [2016-0105](#)**WATERMARK AT FAYETTEVILLE AR, LLC:**

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH WATERMARK AT FAYETTEVILLE AR, LLC IN AN AMOUNT NOT TO EXCEED \$43,241.00 FOR A SEWER MAIN UPGRADE NEAR VAN ASCHE DRIVE AND STEELE BOULEVARD

Attachments:[Watermark Cost-Share Legistar Packet](#)

A. 7 [2016-0106](#)**NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT, INC. GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A GENERAL IMPROVEMENT FUND GRANT THROUGH THE NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT, INC. IN THE AMOUNT OF \$9,198.00 FOR THE CONSTRUCTION OF A GARDEN SHELTER FOR THE YVONNE RICHARDSON COMMUNITY CENTER'S KID CROPS PROGRAM, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

[BA \(Agenda Item\) - YRCC Kids Crops gazebo grant 2-25-16](#)

A. 8 [2016-0098](#)**SOURCEGAS ARKANSAS, INC. UTILITY WORK AGREEMENT:**

A RESOLUTION TO APPROVE A UTILITY WORK AGREEMENT WITH SOURCEGAS ARKANSAS, INC. IN AN AMOUNT NOT TO EXCEED \$167,231.78 FOR THE RELOCATION OF TWO GAS LINES NECESSARY FOR THE EXTENSION OF RUPPLE ROAD FROM MARTIN LUTHER KING, JR. BOULEVARD TO PERSIMMON STREET, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$25,084.00

Attachments:

[Legistar 2016-0098](#)

[Purchase request for Sourcegas](#)

A. 9 [2016-0095](#)**RFQ #15-04 BURNS & MCDONNELL ENGINEERING COMPANY, INC.:**

A RESOLUTION TO AWARD RFQ #15-04 AND AUTHORIZE A CONTRACT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$557,695.00 FOR ENGINEERING SERVICES ASSOCIATED WITH THE SAIN STREET EXTENSION FROM NORTH FRONT STREET TO VANTAGE BOULEVARD, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

[Burns & McDonnell Engineering Agenda Packet Sain St Ext Design Agreement.](#)

[BA - Burns & McDonnell Engineering_Sain Street Design Contract .xlsm](#)

A. 10 [2016-0096](#)**GARVER, LLC SUPPLEMENTAL AGREEMENT NO. 1:**

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$455,066.00 FOR ADDITIONAL ARCHEOLOGICAL TESTING AND MITIGATION SERVICES ASSOCIATED WITH THE DESIGN OF A PORTION OF RUPPLE ROAD BETWEEN WEST STARRY NIGHT VIEW AND WEST MOUNT COMFORT ROAD, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[Agenda Packet Garver, LLC SA 01 Rupple Rd.pdf](#)[BA - Graver, LLC Rupple Road SA No 1.xlsm](#)**A. 11** [2016-0103](#)**ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT
FEDERAL-AID FUNDS:**

A RESOLUTION TO APPROVE TWO BUDGET ADJUSTMENTS RECOGNIZING FEDERAL-AID FUNDS RECEIVED FROM THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT IN THE AMOUNT OF \$48,928.00 FOR THE HIGHWAY 45/OLD WIRE ROAD SIGNAL AND INTERSECTION PROJECT

Attachments:[Agenda Packet Old Wire Rd Recognize Funds.pdf](#)[BA-AHTD Reimbursement 2015](#)[BA-AHTD Reimbursement 2016](#)**B. Unfinished Business: None****C. Public Hearing:****C. 1** [2016-0102](#)**FAYETTEVILLE PUBLIC FACILITIES BOARD:**

A RESOLUTION RATIFYING THE RESOLUTION OF THE FAYETTEVILLE PUBLIC FACILITIES BOARD APPROVING A REFUNDING AND IMPROVEMENT REVENUE BOND (BUTTERFIELD TRAIL VILLAGE PROJECT), SERIES 2016 IN A PRINCIPAL AMOUNT OF NOT TO EXCEED \$17,450,000; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO

Attachments:[Agenda Packet Public Facilities Board Butterfield Trail Village](#)[Additional: Fayetteville Public Facilities Board](#)**D. New Business:**

D. 1 [2016-0104](#)**RFQ #15-08 NELSON/NYGAARD CONSULTING ASSOCIATES, INC.:**

A RESOLUTION TO AWARD RFQ #15-08 AND AUTHORIZE A CONTRACT WITH NELSON/NYGAARD CONSULTING ASSOCIATES, INC. IN THE AMOUNT OF \$584,978.00 FOR THE DEVELOPMENT OF A TRANSPORTATION MASTER PLAN AND DOWNTOWN/ENTERTAINMENT DISTRICT PARKING AND MOBILITY REPORT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$14,740.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:[2016-0104 Nelson Nygaard Contract Approval](#)[BA2016 - Parking Master Plan](#)**D. 2** [2016-0101](#)**RZN 16-5310: (1564 E. HUNTSVILLE RD./ZWEIG PROPERTIES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5310 FOR APPROXIMATELY 0.46 ACRES LOCATED AT 1564 EAST HUNTSVILLE ROAD FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO CS, COMMUNITY SERVICES

Attachments:[16-5310 CC Requests](#)**D. 3** [2016-0107](#)**ADM 16-5319 (UDC CHAPTERS 166,172,177 AMENDMENTS):**

AN ORDINANCE TO AMEND § 166.24 **NONRESIDENTIAL DESIGN STANDARDS**, § 172.04 **PARKING LOT DESIGN STANDARDS**, § 177.04 **SITE DEVELOPMENT AND PARKING LOT LANDSCAPE STANDARDS** AND § 177.05 **STREET TREE PLANTING STANDARDS** OF THE UNIFIED DEVELOPMENT CODE

Attachments:[16-5319 CC reports](#)[16-5319 Exhibits A & B](#)

D. 4 [2016-0110](#)**AMEND § 97.082 (B), § 94.05 (D) AND TO ENACT A NEW § 94.05 (G):**

AN ORDINANCE TO AMEND § 97.082 (B), § 94.05 (D) AND TO ENACT A NEW § 94.05 (G) OF THE FAYETTEVILLE CODE TO AUTHORIZE THE MAYOR TO ISSUE A PUBLIC FIREWORKS DISPLAY PERMIT FOR AN ANNUAL DISPLAY BY THE BOTANICAL GARDEN OF THE OZARKS AT LAKE FAYETTEVILLE

Attachments: [Agenda Packet Amend § 97.082](#)

E. City Council Agenda Session Presentations:**F. City Council Tour:****G. Announcements:****H. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

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

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 an Alderman 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.

Old business and new business.

Presentations by staff and applicants. Agenda items 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 an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

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 rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. 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 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 at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.



Nominating Committee Report

Members Present – Chair Mark Kinion, Sarah Marsh, and Alan Long

Absent –Martin W. Schoppmeyer Jr.

The Mayor recommends the following candidate appointment:

FAYETTEVILLE PUBLIC LIBRARY

Kim Agee – One term ending 04/01/21

The Nominating Committee recommends the following candidates for appointment:

AIRPORT BOARD

James Rankin – One unexpired University of Arkansas term ending 12/31/16

BOARD OF ADJUSTMENTS

Kristen Knight – One term ending 03/31/19

Stephen Clowney – One term ending 03/31/19

Casey Hoffman – One unexpired term ending 03/31/18

CIVIL SERVICE COMMISSION

Earl Buddy Chadick – One term ending 03/31/22

Each commissioner must be a resident of the city for at least three years immediately preceding their appointment. A.C.A. Section 14-51-202.

CONSTRUCTION BOARD OF ADJUSTMENTS AND APPEALS

Mary Catherine Johnson – One Alternate Member term ending 03/31/21

Vacant – One Alternate Member term ending 03/31/21

PLANNING COMMISSION

Ron Autry – One term ending 03/31/19

Allison Quinlan – One term ending 03/31/19

Leslie Belden – One term ending 03/31/19

RECEIVED

MAR 08 2016

CITY OF FAYETTEVILLE
CITY CLERK'S OFFICE

JAMES N. McCORD
Attorney at Law
The Fulbright Building
217 E. DICKSON STREET
SUITE #102
FAYETTEVILLE, ARKANSAS 72701

TELEPHONE (479) 695-1134
FACSIMILE (479) 442-1490
jimmccordlaw@gmail.com

To: Fayetteville City Council
Mayor Lioneld Jordan

From: James N. McCord
Attorney for The Fayetteville Public Facilities Board ("PFB")

Date: March 8, 2016

Re: PFB Bond for Butterfield Trail Village

The Bond which The Fayetteville Public Facilities Board proposes to issue for Butterfield Trail Village, Inc. (the "Corporation") does not create any potential liability for the City of Fayetteville or the PFB because the Bond states:

" . . . This Bond is not a general obligation of the Issuer but is a limited obligation payable solely from revenues derived from the Loan Agreement. In no event shall this Bond or the interest thereon constitute an indebtedness for which the faith and credit of the State of Arkansas or the City of Fayetteville, Arkansas (the "City") or any of their revenues are pledged. . . . The Loan Agreement provides for loan repayments by the Corporation in amounts sufficient to provide for the payment of the principal and interest on this Bond as due and payable. . . ."

cc: Kit Williams, City Attorney
Paul Becker, Finance Director
Don Marr, Chief of Staff
Sondra Smith, City Clerk

RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE OF THE ISSUER'S REFUNDING AND IMPROVEMENT REVENUE BOND (BUTTERFIELD TRAIL VILLAGE PROJECT), SERIES 2016 IN A PRINCIPAL AMOUNT NOT TO EXCEED \$17,450,000 (THE "BOND") TO PROVIDE FUNDS TO REFUND OUTSTANDING BONDS AND TO FINANCE IMPROVEMENTS TO A RESIDENTIAL LIFE CARE RETIREMENT FACILITY IN FAYETTEVILLE, ARKANSAS FOR ELDERLY PERSONS; AUTHORIZING A LOAN AGREEMENT BETWEEN THE BOARD AND BUTTERFIELD TRAIL VILLAGE, INCORPORATED; AUTHORIZING THE SALE OF THE BOND AND THE EXECUTION OF A BOND PURCHASE AGREEMENT IN CONNECTION THEREWITH; AND AUTHORIZING AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, The Fayetteville Public Facilities Board (the "Issuer") has been organized and exists under the laws of the State of Arkansas as a public facilities board; and

WHEREAS, the Issuer is a public body corporate and politic duly organized and validly existing under the Constitution and laws of the State of Arkansas (the "State"), including the Arkansas Code Annotated §§ 14-137-101, et seq., as amended (the "Act"), and by Ordinance No. 2485, as amended (collectively, the "Ordinance"), of the Board of Directors (now the City Council) of the City of Fayetteville, Arkansas (the "City"), adopted on November 21, 1978; and

WHEREAS, the Ordinance and the Act authorized the Issuer to issue revenue bonds to finance residential housing, health care and related facilities to serve elderly persons so long as such facilities are secured by nonprofit corporations and to refund bonds issued for such purpose; and

WHEREAS, the Issuer has previously issued its Refunding Revenue Bonds (Butterfield Trail Village Project), Series 2010 (the "2010 Bonds"); and

WHEREAS, the Issuer has previously issued its Revenue Bond (Butterfield Trail Village Project), Series 2013 (the "2013 Bond"); and

WHEREAS, for the purposes set forth in the Ordinance, the Issuer desires to issue not to exceed \$17,450,000 in principal amount of its Refunding and Improvement Revenue Bond (Butterfield Trail Village Project), Series 2016 (the "Bond") to provide funds to (a) refund the 2010 Bonds (the "Refunding") and (b) to finance all or a portion of the costs of (i) acquiring, constructing, renovating, remodeling, equipping and furnishing common areas in the Main Residential Building, including particularly, without limitation, improvements to the main hallways, resident hallways, elevators, the library, meeting rooms, the game room, stairwells and atriums, (ii) acquiring, constructing, renovating, remodeling, equipping and furnishing the Health Care Center in the Main Residential Building, including particularly, without limitation, improvements to hallways, nursing stations, offices, meeting rooms, resident rooms, and auxiliary spaces, and (iii) acquiring, constructing, renovating, equipping and furnishing an approximately 17,200 square foot expansion to the Main Residential Building to include particularly, without limitation, a new lobby and entryway,

a convocation room and offices (collectively, the "2016 Project") for Butterfield Trail Village, Incorporated, an Arkansas nonprofit corporation (the "Borrower"), which operates a residential life care retirement facility for the elderly, known as "Butterfield Trail Village" consisting of independent living units, a skilled nursing care center and related facilities located on approximately 44 acres at 1923 E. Joyce Boulevard, Fayetteville, Arkansas, 72703; and

WHEREAS, the proceeds of the Bond will be loaned by the Issuer to the Borrower, pursuant to a Loan Agreement, to be dated as of the dated date of the Bond (the "Loan Agreement"), providing for payments by the Borrower, as a repayment of the loan in amounts sufficient to provide for the payment of the principal of and premium, if any, and interest on the Bond as due and payable;

WHEREAS, the Bond will be sold to Arvest Bank (the "Purchaser"), pursuant to a Bond Purchase, Assignment and Security Agreement to be dated as of the dated date of the Bond (the "Bond Purchase Agreement"), setting forth the terms of the Bond; and

WHEREAS, the Bond will be secured on a parity of security with the 2013 Bond; and

WHEREAS, there has been presented to this meeting the form of the following instruments which the Issuer proposes to execute to carry out the transaction described above, copies of which instruments shall be filed with the records of the Issuer:

(a) the Bond Purchase Agreement; and

(b) the Loan Agreement; and

WHEREAS, it appears that each of the instruments above referred to, which are now before the Issuer, are in appropriate form and are appropriate instruments for the purpose intended;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTEVILLE PUBLIC FACILITIES BOARD, AS FOLLOWS:

Section 1. The Issuer hereby finds that the issuance of the Bond to accomplish the Refunding and to finance all or a portion of the costs of the 2016 Project will assist in providing residential care facilities for the elderly in the City and, therefore, should be accomplished.

Section 2. The issuance of the Bond in the principal amount of not to exceed \$17,450,000 is hereby authorized. The Bond shall be designated "The Fayetteville Public Facilities Board Refunding and Improvement Revenue Bond (Butterfield Trail Village Project), Series 2016" and shall be issued in the form, shall be dated, shall be numbered, shall bear interest (provided such interest rate shall not exceed 3.25% per annum), and shall be subject to redemption prior to maturity, upon the terms and conditions set forth in the Bond Purchase Agreement. The principal of and interest on the Bond shall be payable in semi-annual installments, as provided in the Bond Purchase Agreement, with the final installment due not later than sixteen (16) years after the date of issuance of the Bond.

Section 3. To prescribe the terms and conditions upon which the Bond is to be executed, issued, purchased, accepted, held and secured, the Chairman and Secretary of the Issuer are hereby authorized and directed to execute and deliver the Bond Purchase Agreement to the Purchaser.

Section 4. There is hereby authorized the loaning of the proceeds of the Bond to the Borrower in accordance with the provisions of the Loan Agreement. The Chairman and Secretary of the Issuer are hereby authorized and directed to execute and deliver the Loan Agreement to the Borrower.

Section 5. The Chairman and Secretary of the Issuer are hereby authorized and directed to execute the Bond and to cause the Bond so executed and authenticated to be delivered to the Purchaser upon payment of the purchase price.

Section 6. The Bond Purchase Agreement and the Loan Agreement shall be in substantially the forms submitted to this meeting, which are hereby approved, with such omissions, insertions and changes as may be approved by the officers executing them, their execution to constitute conclusive evidence of their approval of any such omissions, insertions and changes.

Section 7. The Chairman, Secretary and other officers of the Issuer, for and on behalf of the Issuer, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the instruments approved by this Resolution and the performance of all obligations of the Issuer thereunder, the issuance, execution and delivery of the Bond, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred by this Resolution. The Chairman, Secretary and other officers of the Issuer are hereby further authorized and directed, for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof. The Chairman, Secretary and other officers of the Issuer are hereby further authorized and directed, for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required in order for the Bond to be secured on a parity of security with the 2013 Bond.

Section 8. The Secretary shall maintain, as a part of the minutes of the meeting at which this Resolution is adopted and the permanent records of the Issuer, for inspection by any interested person, copies of the Bond Purchase Agreement and the Loan Agreement.

Section 9. The Issuer will restrict the use of the proceeds of the Bond in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bond is delivered to the Purchaser, so that they will not constitute an arbitrage bond under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Chairman or any other officer having responsibility with respect to the issuance of the Bond, is authorized and directed, alone or in conjunction with the Borrower or any officer, employee, consultant or agent of the Borrower, to deliver a certificate for inclusion in the transcript of proceedings for the Bond, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to said Section 148 and regulations thereunder. In its performance of these covenants, and other covenants of the Issuer pertaining to federal income tax laws, the Issuer may rely upon the written advice of nationally recognized bond counsel which is provided to the Borrower.

Section 10. The Chairman and the Secretary of the Issuer be and they hereby are authorized to execute and deliver for and on behalf of the Issuer any and all additional certificates, documents, opinions, agreements or other papers and perform all other acts (including without limitation the filing of any financing statements or any other documents to create and maintain a

security interest in the collateral pledged under the Bond Purchase Agreement) as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 11. The Issuer acknowledges that proceeds of the 2013 Bond will be used to provide a portion of the funds to finance costs of the 2016 Project.

Section 12. The Chairman of the Issuer is hereby authorized and directed to work with Friday, Eldredge & Clark, LLP, as Bond Counsel, and officials of the Borrower to develop, adopt and implement written procedures to assist the Borrower in monitoring compliance with federal tax requirements with respect to tax-exempt obligations issued by the Issuer for the benefit of the Borrower. It is understood that the policies to be adopted and established by such written procedures will be adopted and established by the Borrower on behalf of the Issuer for tax-exempt obligations issued by the Issuer for the benefit of the Borrower.

Section 13. The Bond shall not be issued and delivered by the Issuer unless and until the City Council of the City shall have adopted a resolution ratifying the adoption by the Issuer of this Resolution.

Section 14. The provisions of this Resolution are hereby declared to be separable and, if any section, phrase or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

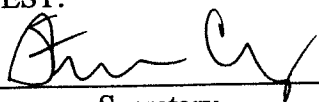
Section 15. All prior resolutions or portions thereof of the Issuer which are inconsistent with the contents hereof are hereby repealed.

Section 16. This Resolution shall become effective immediately upon its passage and approval.

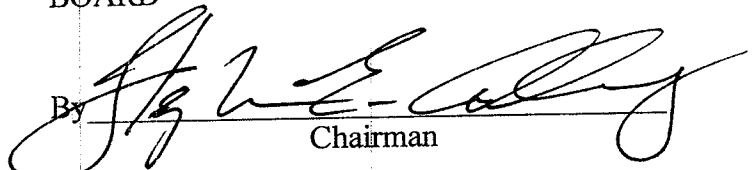
Adopted and approved this 1st day of March, 2016.

THE FAYETTEVILLE PUBLIC FACILITIES
BOARD

ATTEST:


Secretary

(SEAL)

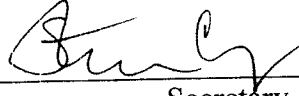
By 
Chairman

CERTIFICATE

The undersigned, Secretary of The Fayetteville Public Facilities Board hereby certifies that the foregoing pages are a true and correct copy of a Resolution of the Board adopted on the 1st day of March, 2016, and that the Resolution is of record in the records of the Board.

GIVEN under my hand and seal this 1st day of March, 2016.

(SEAL)



Secretary

Fayetteville Public Facilities Board
March 1, 2016

The Fayetteville Public Facilities Board (the "Board") met on March 1, 2016, at 4:00 p.m. in Room 326 of the City Administration Building, 113 W. Mountain, Fayetteville, Arkansas. Present: Board members Steve Adams, Phil Taylor, Tommy Deweese, Hugh Earnest and Board Counsel James N. McCord. Absent: Board member Steve Cosby. Also present: Quintin Trammell, President and CEO of Butterfield Trail Village, Inc. ("BTV"), and Bo Bittle, Vice President Public Finance, Stephens Inc.

Chairman Steve Adams called the meeting to order. Board Counsel James N. McCord announced that the item of business before the Board was consideration of a Resolution headed: **RESOLUTION AUTHORIZING THE ISSUANCE OF THE ISSUER'S REFUNDING AND IMPROVEMENT REVENUE BOND (BUTTERFIELD TRAIL VILLAGE PROJECT), SERIES 2016 IN A PRINCIPAL AMOUNT NOT TO EXCEED \$17,450,000 (THE "BOND") TO PROVIDE FUNDS TO REFUND OUTSTANDING BONDS AND TO FINANCE IMPROVEMENTS TO A RESIDENTIAL LIFE CARE RETIREMENT FACILITY IN FAYETTEVILLE, ARKANSAS FOR ELDERLY PERSONS; AUTHORIZING A LOAN AGREEMENT BETWEEN THE BOARD AND BUTTERFIELD TRAIL VILLAGE, INCORPORATED; AUTHORIZING THE SALE OF THE BOND AND THE EXECUTION OF A BOND PURCHASE AGREEMENT IN CONNECTION THEREWITH; AND AUTHORIZING AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.**

The Resolution, prepared by Michael Moyers with the Little Rock law firm of Friday Eldredge & Clark (Bond Counsel), was previously distributed to the Board members via e-mail from Board Counsel James N. McCord.

McCord advised the Board that the Bond for BTV states: "This Bond is not a general obligation of the Issuer but is a limited obligation payable solely from revenues derived from the Loan Agreement. In no event shall this Bond or the interest thereon constitute an indebtedness for which the faith and credit of the State of Arkansas or the City of Fayetteville, Arkansas . . . or any of their revenues are pledged. . . . The Loan Agreement provides for loan repayments by the Corporation in amounts sufficient to provide for the payment of the principal of and interest on this Bond as due and payable."

McCord also advised the Board that the Notice of Public Hearing to be held by the Fayetteville City Council on March 15th states: "The aggregate principal amount of the bonds allocable to the 2016 Project shall not exceed \$3,655,000 and the aggregate principal amount of the bonds allocable to the refunding of the 2010 Bonds shall not exceed \$13,795,000."

Following discussion during which Quintin Trammell described part of the 2016 Project, Phil Taylor moved that the Resolution presented to the Board be adopted. The motion was seconded by Tommy Deweese and passed unanimously. Said Resolution is attached hereto and made a part hereof.

There being no further business, the meeting Chairman Adams adjourned the meeting.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Stephen Cosby", written in a cursive style.

Stephen Cosby, Secretary

(Minutes prepared by James N. McCord,
Board Counsel, and submitted to Board
members for corrections)

Alderman Adella Gray
Ward 1 Position 1

Alderman Sarah Marsh
Ward 1 Position 2

Alderman Mark Kinion
Ward 2 Position 1

Alderman Matthew Petty
Ward 2 Position 2



Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra E. Smith

Alderman Justin Tennant
Ward 3 Position 1

Alderman Martin W. Schoppmeyer, Jr.
Ward 3 Position 2

Alderman John La Tour
Ward 4 Position 1

Alderman Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
March 1, 2016**

A meeting of the Fayetteville City Council was held on March 1, 2016 at 5:30 p.m. at the Ray Adams Leadership Center located at 1000 West Bulldog Avenue, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Alderman Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Martin Schoppmeyer, John La Tour, Alan Long, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Alderman Tennant and Alderman Petty arrived at 5:36 p.m.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions:

In Recognition of the Fayetteville High School State Championships in Football, Golf, Cross Country, and Volleyball.

Mayor Jordan read a proclamation recognizing the Fayetteville High School State Championships in Football, Golf, Cross Country, and Volleyball. He stated the teams demonstrated character, talent, faith, and determination. He stated they have brought honor to the Fayetteville High School athletic program as well as Fayetteville citizens.

The Fayetteville High School coaches introduced players and expressed their appreciation for the honor.

City Council Meeting Presentations, Reports, and Discussion Items:

2015 4th Quarter Financial Report.

Paul Becker, Chief Financial Officer gave a brief summary of the 4th Quarter, 2015 Financial Report.

Agenda Additions: None

Consent:

Approval of the February 16, 2016 City Council Meeting Minutes.

Approved

Insituform Technologies, Inc.: A resolution to approve a one year contract extension with Insituform Technologies, Inc. in an amount not to exceed \$330,000.00 for sewer rehabilitation using cured-in-place sanitary sewer linings.

Resolution 50-16 as recorded in the office of the City Clerk

Hawg Dwellings, LLC: A resolution pursuant to Fayetteville Code of Ordinances section 39.10(C)(4) to authorize the Mayor to pay the amount of \$8,971.91 to Hawg Dwellings, LLC and \$7,936.56 to Servpro of Fayetteville/Springdale for a wastewater damage claim arising at 902 West Cleveland Street.

Resolution 51-16 as recorded in the office of the City Clerk

McClelland Consulting Engineers, Inc. Supplemental Agreement No. 1: A resolution to approve Supplemental Agreement No. 1 to the contract with McClelland Consulting Engineers, Inc. for additional construction phase services associated with the Old Wire Road Sewer Main Replacement Project which will increase the total amount of the contract from \$228,644.00 to an amount not to exceed \$250,402.00, and to approve a budget adjustment.

Resolution 52-16 as recorded in the office of the City Clerk

Bid #16-19 T-G Excavating, Inc.: A resolution to award Bid #16-19 and authorize a contract with T-G Excavating, Inc. in the amount of \$2,373,333.00 for construction services associated with the Old Wire Road Sewer Main Replacement Project, to approve a project contingency in the amount of \$237,333.30, and to approve a budget adjustment.

Resolution 53-16 as recorded in the office of the City Clerk

HUB International Contract: A resolution to approve a one year contract with HUB International in the amount of \$13,000.00 with automatic renewals for three additional one year terms for the provision of insurance brokerage and consultation services.

Resolution 54-16 as recorded in the office of the City Clerk

Alderman Long moved to accept the Consent Agenda as read. Alderman Tennant seconded the motion. Upon roll call the motion passed unanimously.

Unfinished Business:

RZN 15-5240 (2514 W. Lori Rd./Razorback Golf Course): An ordinance to rezone that property described in Rezoning Petition RZN 15-5240 for approximately 128 acres located at 2514 West Lori Road from R-A, Residential-Agricultural; RSF-1, Residential Single Family one unit per acre; and RSF-4, Residential Single Family, 4 units per acre to R-A, Residential-Agricultural; RMF-24; Residential Multi-Family, 24 units per acre; NC, Neighborhood Conservation; and NS, Neighborhood Services, subject to a Bill of Assurance.

Alderman Long moved to suspend the rules and go to the second reading. Alderman Gray seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance.

Ron Caviness, Razorback Golf Course Owner stated he was there to answer any questions.

Hugh Jarratt, Representing the Potential Developer: There has been issues expressed with development in the floodplain. Floodplains are developed all day, and the issue that a floodway can't be developed is not true. Development can help flooding problems in that area.

At the last meeting I used some numbers for apartments and homes based on the Bill of Assurance. It comes to about 7,300 trips a day for traffic. Those numbers can be verified by city staff. There is no danger on Deane Solomon from the development in that area with the traffic improvements that will be required. Fayetteville needs apartments. There are a lot of people who work here and should be able to live here.

A discussion followed about infrastructure improvements.

Alderman Long: Since we are only talking about zoning, we can't consider infrastructure improvements.

Hugh Jarratt: I wouldn't be on that if it wasn't an issue that has come up.

Alderman Gray: I would like for Jeremy Pate to explain how development can help flooding.

Jeremy Pate: We generally do not allow development in the floodway and that is not proposed here. The floodplain has specific FEMA and city regulations. There is a lot of development within our floodplain. We have a Streamside Protection zone that provides a buffer for streams in the area. We believe the rezoning would provide the Enduring Green Network. Properties can be developed in the floodplain subject to certain rules. A development can improve flooding when detaining water where runoff is prevalent pre-development. A detention pond can reduce the velocity at which water goes into a stream. Development can provide for holding areas within the development itself. The reason this particular area of town floods is because it is so flat.

Alderman Gray: What you are describing are low impact development processes?

Jeremy Pate: Yes. That is what we encourage all developments to do.

Alderman Gray: How long have we been asking developers to do those kinds of things?

Jeremy Pate: The city has had detention, water quality, and flooding requirements for decades. The low impact development techniques are more recent, since around 2011. In the last year and a half, the City Council adopted a Drainage Criteria Manual which incorporated a lot of those low impact development techniques within the actual ordinance itself.

John Kester, II, 3037 North Azure Avenue suggested that the land be turned into a migratory bird sanctuary, city park, or remain a city golf course.

Alan Edmondson, Northwest Arkansas Land Trust: We own the 121 acre Wilson Springs Preserve adjacent to the proposed rezoning site. Wetlands provide ecosystem services that slow, hold, and filter stormwater runoff in the area. We are working to restore and maintain the former wet prairie ecosystem through partnerships with Arkansas Game & Fish Commission and U.S. Fish & Wildlife Service. The environmental impact of any rezoning should be carefully considered in this area of Fayetteville, which provides important ecosystem services to the city, such as slowing of stormwater, streambank erosion control, filtering of pollutants, wildlife habitat, and scenic assets that improve surrounding property values.

Alderman Kinion: Do you have an opinion on this specific item that we are considering for rezoning?

Alan Edmondson: We do not have an official opinion on the rezoning.

Mayor Jordan reminded everybody that the topic was about rezoning of the property.

Kyle Smith, 2801 West Dove Drive stated that change happens and he will adapt to it. He doesn't have a particular desire for this type of development, but he is also not opposed to it.

Sarah Lewis, Berry Street stated flooding is already happening in the area and the more development there is will put it at more risk. She stated it doesn't mean there should be zero development, it means that it is a highly sensitive area. There are techniques that as the Council considers this zoning, should be considered. She stated there are tools in place in the Drainage

Criteria Manual that can help. Some very specific techniques should be considered to protect those downstream home owners.

Alderman Tennant: I think this will be developed at some point. Would you be more concerned, less concerned, or equally as concerned if it was a development following the RSF-4 type scenario as some of the other developments down Mt. Comfort did?

Sarah Lewis: I would be equally concerned. Any increase in impervious surface in that area is going to cause an impact. We have good engineers and techniques in place, but this calls for some extra recognition of technical designs on this property.

Alderman Gray: Would a Bill of Assurance concerning low impact development meet our need?

Sarah Lewis: That would be one of the tools that should be considered.

Alderman Gray: We know that those follow the zoning. If this developer didn't develop and someone else bought it, they would still be tied to that. Is that correct?

Sarah Lewis: Exactly.

Alderman Kinion: When you look at this and the way it is proposed, there is high density on one end and then it goes less. Do you think that the way it is arranged is manageable, because it is putting the high density in one area?

Sarah Lewis: For the project or the zoning?

Alderman Kinion: The zoning.

Sarah Lewis: So, the zoning is denser further away?

Alderman Kinion: Yes

Sarah Lewis: That is a good technique. The whole property has issues because that area is flooding already. Breaking up that impervious surface is going to be key in ensuring the water is slowed down.

Aubrey Shepherd stated each impervious surface will endanger property downstream.

John Calhoun, 3243 Raven Lane stated he is not against RMF zoning or apartments in general. He believes this specific project is lacking in planning. He spoke in opposition of the rezoning.

Jim Irwin, 2925 West Topaz stated his concerns about the road and flooding. He is not against the development of the property, but believes it is not a good plan for this property. He spoke in opposition of the rezoning.

Terrell Bowen, 3084 North Harrier Drive spoke in opposition of the rezoning.

Craig Smith, 3145 West Salem Road stated that the infrastructure is the primary problem and spoke in opposition of the rezoning.

Zach Hulett, 2570 West Vanike Drive addressed his concerns about flooding and traffic. He spoke in opposition of the rezoning.

Carly Grace, Ward 4 stated she isn't against development, but spoke in opposition of the rezoning. She believes infrastructure in the area should be the main reason City Council votes against the rezoning.

Alderman Kinion: You were at all the Planning Commission meetings and are well versed in the discussion of all the different zoning classifications. The Planning Commission did not vote for RMF-24. Do you have an opinion on that discussion specifically and how it relates to this?

Carly Grace: This is a great piece of property. It will probably be developed and there will be higher density than there is currently. The neighbors in the area are open to NC and NS zoning. RMF-24 is a huge jump from RSF-4. I am for Multi-Family housing, but we are not in a land shortage. It would be irresponsible to rezone this land.

John Thorn, 2319 West Wolf Run Drive voiced his concern about safety and traffic. He spoke in opposition of the rezoning.

Wes Berry, 2875 West Topaz stated his concern about flooding and safety. He spoke in opposition of the rezoning.

Robert Rhoads, Law Firm of Hall Estill stated he was representing four neighborhood Property Owners Associations. He spoke about traffic issues and believes a traffic study should have been done. He stated that that the project is not compatible and spoke in opposition of the rezoning.

Amanda Craig, 2372 Crane Court stated her concern about safety and infrastructure. She spoke in opposition of the rezoning.

Alderman Gray: I've struggled with this decision. I generally have been supportive of Lindsey Developments. I am not going to be able to be supportive of this development due to drainage and flooding. I spoke with Mr. Jarratt and asked him for the possibility of some Bills of Assurance regarding low impact development. We did not get those. The traffic and infrastructure problems are huge and I hear no commitment from anyone about any infrastructure improvement. There are other parts of town where property is available and traffic is not so bad. Traffic in Ward 4 is unbelievable. I can't support this particular development.

Alderman Kinion: City staff and I attended a Stormwater Management Consortium meeting for Northwest Arkansas. We understand that there is peril in managing the stormwater runoff at the headwaters of the creeks here in our city. This is the headwaters of Clabber Creek. The higher you go, the more important it is to manage that runoff. There are ways to manage it with low impact development. Our engineering standards we have currently do not guarantee that there is low impact at the headwaters that we have to manage in the long run. With new standards proposed by

the ADEQ and EPA, we don't know what we are going to have to meet in the future and how we are going to have to treat that. Currently, all stormwater in the City of Fayetteville runs directly off the impervious surfaces into a drainage system, directly into the creeks.

We are going to have more demands on us in managing the quality of water at it goes into the streams. Form Based Codes are so important. It will be important that we develop our codes to meet the management of these expectations of State and Federal guidelines. We don't have them right now, but we know they are coming. There are patterns already in place in other communities that we can look at in the future that are not expensive. It will be a paradigm shift in the way we look at engineering. I can't support this. I would like them to come back with a Bill of Assurance with low impact development.

Alderman Marsh: I second Mark's comments regarding the watershed and that is the reason I can't support this proposal. I like the idea of Neighborhood Services along Deane Solomon Road. I take issue that it's not bikeable, because I bike it all the time. I like the idea of having a little more density along that corridor as well as some variety of housing types. I would love to see a PZD proposing row houses up and down that street with accessory dwelling units in the back to provide some apartments. We have a lot of low wage jobs developing along this corridor and if we are going to have low wage jobs, we have to have low cost housing. I hope the developer will come back with another proposal with a Bill of Assurance or submit this as a PZD so we can fine tune the stormwater issue.

Alderman Tennant: I struggle with this because a few years ago we had a piece of property I made a huge deal about that the owner should be able to sell his property. It turned into apartments and the big difference in where that was and the connectivity in and out of those places, is totally not here. I spent time out there and I went to the north end of the intersection and it is terrible. Adding hundreds of cars to that doesn't make it any better. I would be in support of some sort of development. I hate it for the owner of this property that he can't take advantage of this opportunity to sale his land. I'm hopeful that someone will invest enough to make this work at some point. I can't agree with this zoning.

Alderman Marsh moved to suspend the rules and go to the third and final reading. Alderman Long seconded the motion. Upon roll call the motion passed 7-1. Alderman Kinion voting no.

Alderman Kinion: I voted no to go to the third and final reading because I want the developer to have the opportunity to come back with a better Bill of Assurance.

City Attorney Kit Williams read the ordinance.

Alderman Long voiced his appreciation of everyone's perspectives. He stated he would like to let them come back with something else.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance failed unanimously.

This ordinance failed.

Amend §72.58 Off-Street Parking Facilities; Rules and Rates: An ordinance to Amend §72.58 Off-Street Parking Facilities; Rules and Rates (M) to limit the Mayor's authority to assign any City owned paid parking lots, on-street paid parking spaces or the closure of city streets for the use of a permitted special event to not more than two (2) days per year without express approval of the City Council.

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Tennant seconded the motion. Upon roll call the motion passed 7-1. Alderman La Tour voting no.

City Attorney Kit Williams read the ordinance.

Alderman Marsh gave a brief description of the ordinance. She believes that public input should be welcomed on events. She spoke about responsible tourism. She stated the ordinance was initiated by local business owner Cary Arsaga. She would like the ordinance to cover the entire city, not just the Downtown area. She stated it would exempt events such as the Farmer's Market and First Thursday because they are authorized by a separate ordinance.

Alderman La Tour: Why do we give special treatment to these groups and why do they get special ordinances and no one else does? Is that equal protection of the law?

Alderman Marsh: They were already exempt by previous ordinances.

Alderman La Tour: We are the City Council and we can exempt anyone we want too, correct?

City Attorney Kit Williams: I suggested this to Alderman Marsh. When she wanted to expand this city wide I knew we had other established groups that had been authorized by City Council ordinances to operate along the Square for the Farmer's Market. This was already in our Code of Ordinances and we didn't need to go back and try to change that. This also applies to First Thursday and Lights of the Ozarks. Their impact is limited primarily to the Square.

Alderman Marsh: When those were authorized by code, they went through the same process with three readings in front of the City Council. We are applying the same vetting process to other large scale events.

Alderman La Tour: I can't support any ordinance that will discriminate against certain groups and preference for other groups.

Alderman Marsh moved to amend the ordinance to include the entire city, not just the Downtown. The motion died for lack of a second.

Alderman Marsh stated more oversight is needed for events.

Cary Arsaga, Local Business Owner stated that the ordinance was not started to kill Bikes, Blues & Barbeque. He stated there is a common belief that if you bring more people into the city that it helps all businesses, but that is not the case. He would like for there to be a public forum so small businesses can come forward and let City Council know how it affects them. He doesn't believe this ordinance would cause over regulation. He believes the ordinance is a reasonable and measured request that will help Fayetteville manage future festivals.

Alderman Kinion: This is being presented as an Off-Street Parking Facilities and Rules type change in our ordinance. I would like to amend this to read that it goes to the Transportation Committee with the opportunity to be appealed to City Council. This is more in line with the way that we handle our zoning by having a Planning Commission that is informed of the implications.

Alderman Kinion: We have received correspondence that this is a Bikes, Blues & Barbeque killer.

Alderman Marsh: This is not about killing Bikes, Blues & Barbeque. This is about taking an event and reining it in.

Alderman Kinion: In order to take that implication out of it and if we want this to be an Off-Street Parking Facilities ordinance, then we should give this opportunity to a committee that manages our transportation.

Cary Arsaga: Is that permitted?

City Attorney Kit Williams: This is just a general idea right now.

Alderman Long: This could mirror the appeal process that the Planning Commission has where a City Council member could appeal within one week's time any permit to the entire City Council. My concern with the amendment that you are offering is that the Transportation Committee only meets once a month, where the City Council meets twice a month.

Mayor Jordan: The Transportation Committee can call a meeting any time they want by the Chair.

Alderman Long: With our schedules it could be difficult.

Alderman Kinion: I want to take the implication out that we are targeting an event.

Alderman Long: I agree.

Alderman La Tour: Alderman Kinion, if you want to take the idea out that we are targeting a specific event, why don't we exempt that event?

Alderman Kinion: Perhaps we should send this to the Ordinance Review Committee for further review.

Mayor Jordan invited the public to speak about the possibility of the ordinance going to the Ordinance Review Committee.

Laura Phillips, 2055 South Cline spoke in favor of the ordinance being sent to the Ordinance Review Committee.

A discussion followed about what the Ordinance Review Committee does when reviewing an ordinance and how they hopefully can come up with a possible solution and compromise to present to City Council.

Kenneth Morton: I have no objection of it going to the Ordinance Review Committee. This may put us in a situation where we have to do something else because we are in the process of taking deposits for vendors. Vendors are planning trips. The people that bring big events in plan way out in advance. We aren't threatening, but you put us in a liability situation because this came up late and these people plan from six to nine months out in advance. I ask that if you do take it to the Ordinance Review Committee that you do it for the next year.

Mayor Jordan: Are you opposed to it going to Ordinance Review?

Kenneth Morton: I'm not opposed to it going to Ordinance Review in the long run.

Mayor Jordan: You are opposed to it right now?

Kenneth Morton: If it can be done fairly soon. Our concern is we are already signing contracts with people on certain locations. We have to notify them if we shift it somewhere else.

Alderman Long: Have you all put in your application yet for this year?

Kenneth Morton: It is in.

Tommy Sizemore, Executive Director of Bikes, Blues & Barbeque: People are able to contact the Mayor or their Alderman. When we turned in our application, it is vetted by many city offices and everybody has input. We don't see any reason to change the current system because it works quite well.

Alderman La Tour: Mr. Morton and Mr. Sizemore have to make business decisions and they now don't know if they will be able to be in Fayetteville. It injects an element of risk into the decision making process. It stifles their ability to function.

Mayor Jordan: I don't disagree with you, John.

Alderman La Tour: I don't see the big need for this. Mayor Jordan has an open door policy. If the people who make the decisions on these permits are not doing a good job, the public has ample opportunity to voice their opinions.

A discussion followed about electing a new chair every year for committees.

City Attorney Kit Williams: Until this ordinance is actually amended, the current code section is in effect with the Mayor having the power to approve it. If a decision is not made by City Council by the next meeting, the permit will probably be decided by the Mayor.

A discussion followed about when a meeting could be held for the Ordinance Review Committee.

Kendall Curlee, 524 Prospect Street: When it goes to Ordinance Review, is there public comment at that time?

City Attorney Kit Williams: It is the decision of the Chairman of the Ordinance Review Committee to decide that.

Kendall Curlee: I would hope there would be an opportunity for the public to have some input.

City Attorney Kit Williams: You would have public comment at the City Council meeting after they make their recommendation.

Tom Overbey, 211 North Block: Bikes, Blues & Barbeque typically applies in March. The permitting process is typically not finished until August.

Kenneth Morton: We have never had this issue before. We haven't been concerned about any liability because it has always been adopted by the city. I know there is risk at that, but now we know there is serious risk of putting us in a situation and we need a quick decision.

Cary Arsaga: They are talking about their contracts and how it impacts the city and your relationship. I've lost money every year for 16 years. Everybody in Fayetteville has something to lose.

Alderman Kinion: The reason I suggested that it go to Ordinance Review is because we have received so much correspondence that doesn't relate specifically to what we are considering. There is a public concern about how we manage this. I hope we can come up with a compromise where there is input from the community and a fair balance in the impact of the economy.

Alderman Gray: My greatest concern about this ordinance is if we have to go through this process with every event and festival that people do not know how to plan. These festivals require quite a bit of planning. If there is a process and they don't know if they are going to be approved or not, that is the biggest problem I see with this ordinance.

Alderman Marsh stated she included some evaluation criteria to be discussed at the Ordinance Review Committee. She requested everyone to be respectful as the conversation continues to move forward.

Alderman Petty: I encourage everyone to submit your comments before the Ordinance Review Committee meeting as to what specific changes or considerations you would like this ordinance to include. Right now we have a catchall ordinance. The idea that Council approval rest on this kind of catchall is the biggest weakness in the proposal.

City Attorney Kit Williams: Please send them to my office due to FOIA regulations. I will try to compile them and send them out.

Alderman Long stated he didn't want the discussion at the Ordinance Review Committee to be about one festival. He believes it needs to be a fair and generalized discussion of the way practices are done in Fayetteville.

Alderman Marsh moved to send the ordinance to the Ordinance Review Committee. Alderman Kinion seconded the motion. Upon roll call the motion to send to the Ordinance Review Committee passed 7-1. Alderman Gray voting no.

Alderman Gray stated she voted no to send it to Ordinance Review Committee because she isn't sure when she can meet and will not be in attendance at the March 15, 2016 City Council meeting. She requested that the decision to be delayed until the first meeting in April. She expressed her desire to be able to vote on the issue.

City Attorney Kit Williams briefly described parliamentary procedure.

Alderman Gray moved to table the ordinance to the April 5, 2016 City Council meeting. Alderman Long seconded the motion. Upon roll call the motion to table passed 6-2. Alderman Marsh and Alderman Petty voting no.

This ordinance was left on the Second Reading and tabled to the April 5, 2016 City Council meeting.

New Business:

AIT Services, Inc.: An ordinance to waive the requirements of formal competitive bidding and authorize the purchase of spare parts for the thermal drying unit located at the Biosolids Management site from AIT Services, Inc. in the amount of \$65,371.50 plus applicable taxes, to approve a project contingency in the amount of \$7,174.52, and to waive the requirements of formal competitive bidding for future purchases of parts and repair services through December 31, 2018.

City Attorney Kit Williams read the ordinance.

Tim Nyander, Utilities Director gave a brief description of the ordinance.

Alderman Kinion: This was discussed by Water, Sewer, and Solid Waste.

Alderman La Tour: How do we save money by waiving our bid requirement?

Tim Nyander: We are saving money by being able to order the parts now from a sole source provider. If the thermal drying unit goes down, we have to pay landfill tipping fees for our sludge because it is not dry.

Alderman La Tour: The bidding process guarantees the people of Fayetteville that they are getting the best price they can on this product or service. Without the bidding, how do we assure citizens we are getting a good deal?

Tim Nyander: There is only one bidder for this product. It is a sole source provider.

Alderman La Tour: They have a monopoly on that market?

Tim Nyander: Yes.

Alderman La Tour: We have no choice.

Tim Nyander: That is correct.

Mayor Jordan: They are the only one who makes the part.

Alderman Tennant moved to suspend the rules and go to the second reading. Alderman Schoppmeyer seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman La Tour seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5854 as recorded in the office of the City Clerk

Laserfiche Document Management System from MCCI, LLC Additional Software User Licenses: An ordinance to waive the requirements of formal competitive bidding and authorize the purchase of additional Laserfiche user licenses, the Laserfiche forms module, annual software maintenance, and future software and service needs through the end of fiscal year 2017 from MCCI, LLC in an amount not to exceed \$235,000.00 plus applicable taxes.

City Attorney Kit Williams read the ordinance.

Keith Macedo, Information Technology Director gave a brief description of the ordinance.

Alderman Marsh moved to suspend the rules and go to the second reading. **Alderman Long** seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. **Alderman Marsh** seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Mayor Jordan thanked Keith Macedo and Augusta Branham, Web Content Manager for their work on the project.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5855 as recorded in the office of the City Clerk

RZN 15-5293 (701 E. Huntsville Rd./Rose Bauer): An ordinance to rezone that property described in Rezoning Petition RZN 15-5293 for approximately 36.25 acres located at 701 East Huntsville Road from RSF-4, Residential Single Family, 4 units per acre to CS, Community Services; NC, Neighborhood Conservation and R-A, Residential-Agricultural and subject to a Bill of Assurance.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. A Bill of Assurance has been offered to preserve green space purposes. Staff recommends approval. The Planning Commission voted in favor 7-2.

Alderman Gray moved to suspend the rules and go to the second reading. **Alderman Marsh** seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. **Alderman Marsh** seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Long: Is it common practice for a testamentary trust to be able to sign a Bill of Assurance?

City Attorney Kit Williams: The owner is supposed to sign it. I imagine the owner must be the testamentary trust.

Alderman Long: The person who signed the Bill of Assurance is a different name than the trust.

City Attorney Kit Williams: The person that signed says he's the trustee. If he is the trustee, then he can sign for the trust.

A discussion followed about proper procedure for the signature of the Bill of Assurance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5856 as recorded in the office of the City Clerk

RZN 16-5299 (4170 W. MLK Blvd./Calypso Properties): An ordinance to rezone that property described in Rezoning Petition RZN 16-5299 for approximately 3.4 acres located at 4170 West Martin Luther King Boulevard from RO, Residential Office to UT, Urban Thoroughfare.

City Attorney Kit Williams read the ordinance.

Jeremy Pate, Director of Development Services gave a brief description of the ordinance. Staff recommends approval. The Planning Commission voted in favor 9-0.

Ben Israel, 4477 West Wedge Drive stated he was representing the applicant. He gave a brief description of the surrounding property in the area.

Alderman Gray moved to suspend the rules and go to the second reading. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Gray moved to suspend the rules and go to the third and final reading. Alderman Marsh seconded the motion. Upon roll call the motion passed unanimously.

City Attorney Kit Williams read the ordinance.

Alderman Marsh thanked the applicant for choosing a Form Based Zone.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed unanimously.

Ordinance 5857 as recorded in the office of the City Clerk

West Avenue Parking Lot Development Consideration: A resolution to express the City Council's intent to consider proposals for the development and improvement of the City's 2.8 acre property at the Southwest corner of West Avenue and Dickson Street currently used as the West Avenue Parking Lot.

Jeremy Pate, Director of Development Services gave a brief description of the resolution. Staff recommends approval.

Alderman La Tour: Where is the closest stream in relation to this parking lot?

Jeremy Pate: The closet stream is directly underneath it.

Alderman La Tour: On one of the edges, the stream comes out, right?

Jeremy Pate: The stream flows from the intersection of Dickson and West. It flows in a southwest manner diagonally across the property. It is contained underground until it gets to Center Street and that is where it daylight out. Any proposal is going to have to take that in consideration as they look at development of that property.

Alderman La Tour: We have been talking about not developing other land because there are some streams nearby and now we are building right on top of one.

Mayor Jordan: No. We are bringing a study for you to look at.

Alderman Kinion: That is old infrastructure that needs improvement and this might give us the opportunity for improvement.

Alderman La Tour: Let's be consistent. I'm shocked that we are building on top of a stream.

A discussion followed about the stream and developing the parking lot.

Mayor Jordan: I didn't go through the paid parking issue and build a deck to lose parking spaces. We are looking at proposals.

Alderman Marsh: I am glad to see this moving forward. That is one of the most valuable pieces of property in Northwest Arkansas. It is underutilized as a parking lot. This is a great opportunity for us to bring new residents and businesses into our Downtown. I hope we reserve space for a regional transit hub. Rather than seeing this as some mega project, I'd like it to be broken into smaller parcels for an incremental approach. Dickson Street was historically developed as small store fronts. That is what gives the architecture and urban fabric richness. I would like us to give

preference to a long term lease of the property rather than taking that out of the hands of the citizens. Selling the property would be irresponsible for us.

Alderman Petty: When I voted for the paid parking program, I talked publically that building the parking garage was like moving a chess piece out of the way so we can do something else. The time has come to start talking about that something else. As parking goes forward, I appreciate your stance Mayor that you don't want to reduce spaces. It would be difficult to dial up the knob on this site with regards to parking capacity without having to turn down other knobs in regards to the quality of open space or quality of the buildings and what they give back to the community. If we look across the entire Downtown zone, we have some obvious inefficiencies in our current parking system. We have hardware and software issues that need corrected. Projects of this size usually come with off-site improvements that we can leverage from making some of these changes.

In regards to the use of the site for open space, we need some guidance for the needs of festivals and open space in Downtown. It is vital that we recognize the economic and social value of having open space that is available for the public to use in the Downtown area. There is an opportunity to turn this lot into a legacy project for Fayetteville. The design team would have to be international in caliber. I support an incremental approach. The Transportation Master Plan study would impact this and hopefully there will be a study of our parking systems. I hope we get a range of RFP's to end up with the best solution for Fayetteville.

Bob Nickel, Realtor: I would like a delay in a Request for Proposals. Once you set that in motion there are going to be a number of people to come up with proposals. We need better knowledge about what impact TheatreSquared and the Walton Arts Center additions are going to have in that area. This is a key piece of property and it will be worth more five years from now, than it is today. I encourage you to discuss this more, do some studying, and not pass the resolution tonight.

Janet McMullen, 916 Eva: If the parking lot goes away immediately, there will be no center stage or a place for vendors. The parking garage will not be able to replace a flat lot. Are you trying to eliminate Bikes, Blues & Barbeque and other festivals that bring revenue to our community? More research is needed.

Hunter Hanes: I appreciate that this has been brought forward as a possible opportunity for an RFP. I would be one of the parties that will be interested in participating in the study.

Alderman Long: It is going to be important to get the information from the RFP's to see what we get back.

Alderman Long moved to approve the resolution. Alderman Marsh seconded the motion. Upon roll call the resolution passed 6-1. Alderman La Tour voting no. Alderman Schoppmeyer was absent during the vote.

Resolution 55-16 as recorded in the office of the City Clerk

2016 Employee Compensation: A resolution to approve a budget adjustment in the amount of \$1,220,000.00 to fund the city-wide 2016 Employee Compensation adjustment, and to approve a certification pay plan for sworn police personnel.

Paul Becker, Chief Financial Officer gave a brief description of the resolution.

Alderman Marsh: Where does this put our lowest paid employees? Are we getting them up to a reasonable salary?

Paul Becker: It depends what a reasonable salary is. Our lowest paid employees currently make \$11.80 per hour. This would increase those salaries by 4%.

Alderman Marsh: What about our \$9 an hour parking attendants?

Don Marr, Chief of Staff: They start at \$10 an hour.

Alderman Marsh: Good, we raised that.

A discussion followed about employees' hourly rate being brought up to \$13 an hour and the cost associated.

Alderman Marsh: I have a problem with working people living in poverty, especially our city employees. I know they do a really good job for us. A lot of times it is the lowest wage workers that are subjected to dangerous working conditions. What are the Council's thoughts on spending a little bit more?

Don Marr, Chief of Staff: The city does a comprehensive compensation and benefits salary survey, which we do every four years. We will be going to market to evaluate all of our jobs and benchmarking those positions in pay against comparable cities in Northwest Arkansas. I encourage the Council to make sure and look at the data on where we come in at before making a decision.

Alderman Long: What percentage of our total budget is dedicated to HR cost?

Paul Becker: In the General Fund it is 82% to 84%.

Alderman Long: While I am sympathetic, we have to look at what we have and do the best that we can to provide for our employees that work hard. The Mayor has brought forward a very reasonable proposal for now.

Alderman La Tour agreed with Don Marr's comments about relying on surveys. He stated that geographical market information has to be used and not an emotional decision. He supports the current increase for employees.

Mayor Jordan: We are going into the salary survey this year and we will have a much better idea in the fall.

Paul Becker: The last time we had a salary survey we concentrated on the lower end of the salary positions.

Alderman Marsh: In this region we have a lot of low wages. Our housing cost are rising, we have record high occupancy of apartments, and our transportation cost are exceeding the cost of housing. I want us to be sensitive to taking care of our workforce and making sure we aren't part of the problem.

Alderman Long moved to approve the resolution. Alderman Gray seconded the motion. Upon roll call the resolution passed 7-0. Alderman Schoppmeyer was absent during the vote.

Resolution 56-16 as recorded in the office of the City Clerk

Announcements:

City Attorney Kit Williams stated the Uniform Civil Rights Protection ordinance was upheld in court and complied with Act 137.

Don Marr, Chief of Staff thanked the Fayetteville Public Schools for allowing the City of Fayetteville to use their space while City Council Chambers are being remodeled.

The next City Council meeting will be at the Washington County Quorum Court.

The Bulky Waste Cleanups begin the month of March.

Mayor Jordan thanked Kit Williams for his defense of the Uniform Civil Rights Ordinance. He was also recognized for his 15 years of service to the City of Fayetteville.

City Attorney Kit Williams stated his appreciation for being able to serve the citizens of Fayetteville.

City Council Agenda Session Presentations:

Agenda Session Presentation Recycling and Trash Update for Recycling Pilot Projects - Brian Pugh

City Council Tour: None

Adjournment: 8:51 p.m.

Lioneld Jordan, Mayor

Sondra E. Smith, City Clerk Treasurer

UNOFFICIAL

Agenda Session Handout 3/8/16

RECEIVED

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To: Fayetteville City Council
Mayor Lioneld Jordan

From: James N. McCord
Attorney for The Fayetteville Public Facilities Board ("PFB")

Date: March 8, 2016

Re: PFB Bond for Butterfield Trail Village

The Bond which The Fayetteville Public Facilities Board proposes to issue for Butterfield Trail Village, Inc. (the "Corporation") does not create any potential liability for the City of Fayetteville or the PFB because the Bond states:

" . . . This Bond is not a general obligation of the Issuer but is a limited obligation payable solely from revenues derived from the Loan Agreement. In no event shall this Bond or the interest thereon constitute an indebtedness for which the faith and credit of the State of Arkansas or the City of Fayetteville, Arkansas (the "City") or any of their revenues are pledged. . . . The Loan Agreement provides for loan repayments by the Corporation in amounts sufficient to provide for the payment of the principal and interest on this Bond as due and payable. . . ."

cc: Kit Williams, City Attorney
Paul Becker, Finance Director
Don Marr, Chief of Staff
Sondra Smith, City Clerk

RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE OF THE ISSUER'S REFUNDING AND IMPROVEMENT REVENUE BOND (BUTTERFIELD TRAIL VILLAGE PROJECT), SERIES 2016 IN A PRINCIPAL AMOUNT NOT TO EXCEED \$17,450,000 (THE "BOND") TO PROVIDE FUNDS TO REFUND OUTSTANDING BONDS AND TO FINANCE IMPROVEMENTS TO A RESIDENTIAL LIFE CARE RETIREMENT FACILITY IN FAYETTEVILLE, ARKANSAS FOR ELDERLY PERSONS; AUTHORIZING A LOAN AGREEMENT BETWEEN THE BOARD AND BUTTERFIELD TRAIL VILLAGE, INCORPORATED; AUTHORIZING THE SALE OF THE BOND AND THE EXECUTION OF A BOND PURCHASE AGREEMENT IN CONNECTION THEREWITH; AND AUTHORIZING AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, The Fayetteville Public Facilities Board (the "Issuer") has been organized and exists under the laws of the State of Arkansas as a public facilities board; and

WHEREAS, the Issuer is a public body corporate and politic duly organized and validly existing under the Constitution and laws of the State of Arkansas (the "State"), including the Arkansas Code Annotated §§ 14-137-101, et seq., as amended (the "Act"), and by Ordinance No. 2485, as amended (collectively, the "Ordinance"), of the Board of Directors (now the City Council) of the City of Fayetteville, Arkansas (the "City"), adopted on November 21, 1978; and

WHEREAS, the Ordinance and the Act authorized the Issuer to issue revenue bonds to finance residential housing, health care and related facilities to serve elderly persons so long as such facilities are secured by nonprofit corporations and to refund bonds issued for such purpose; and

WHEREAS, the Issuer has previously issued its Refunding Revenue Bonds (Butterfield Trail Village Project), Series 2010 (the "2010 Bonds"); and

WHEREAS, the Issuer has previously issued its Revenue Bond (Butterfield Trail Village Project), Series 2013 (the "2013 Bond"); and

WHEREAS, for the purposes set forth in the Ordinance, the Issuer desires to issue not to exceed \$17,450,000 in principal amount of its Refunding and Improvement Revenue Bond (Butterfield Trail Village Project), Series 2016 (the "Bond") to provide funds to (a) refund the 2010 Bonds (the "Refunding") and (b) to finance all or a portion of the costs of (i) acquiring, constructing, renovating, remodeling, equipping and furnishing common areas in the Main Residential Building, including particularly, without limitation, improvements to the main hallways, resident hallways, elevators, the library, meeting rooms, the game room, stairwells and atriums, (ii) acquiring, constructing, renovating, remodeling, equipping and furnishing the Health Care Center in the Main Residential Building, including particularly, without limitation, improvements to hallways, nursing stations, offices, meeting rooms, resident rooms, and auxiliary spaces, and (iii) acquiring, constructing, renovating, equipping and furnishing an approximately 17,200 square foot expansion to the Main Residential Building to include particularly, without limitation, a new lobby and entryway,

a convocation room and offices (collectively, the "2016 Project") for Butterfield Trail Village, Incorporated, an Arkansas nonprofit corporation (the "Borrower"), which operates a residential life care retirement facility for the elderly, known as "Butterfield Trail Village" consisting of independent living units, a skilled nursing care center and related facilities located on approximately 44 acres at 1923 E. Joyce Boulevard, Fayetteville, Arkansas, 72703; and

WHEREAS, the proceeds of the Bond will be loaned by the Issuer to the Borrower, pursuant to a Loan Agreement, to be dated as of the dated date of the Bond (the "Loan Agreement"), providing for payments by the Borrower, as a repayment of the loan in amounts sufficient to provide for the payment of the principal of and premium, if any, and interest on the Bond as due and payable;

WHEREAS, the Bond will be sold to Arvest Bank (the "Purchaser"), pursuant to a Bond Purchase, Assignment and Security Agreement to be dated as of the dated date of the Bond (the "Bond Purchase Agreement"), setting forth the terms of the Bond; and

WHEREAS, the Bond will be secured on a parity of security with the 2013 Bond; and

WHEREAS, there has been presented to this meeting the form of the following instruments which the Issuer proposes to execute to carry out the transaction described above, copies of which instruments shall be filed with the records of the Issuer:

- (a) the Bond Purchase Agreement; and
- (b) the Loan Agreement; and

WHEREAS, it appears that each of the instruments above referred to, which are now before the Issuer, are in appropriate form and are appropriate instruments for the purpose intended;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTEVILLE PUBLIC FACILITIES BOARD, AS FOLLOWS:

Section 1. The Issuer hereby finds that the issuance of the Bond to accomplish the Refunding and to finance all or a portion of the costs of the 2016 Project will assist in providing residential care facilities for the elderly in the City and, therefore, should be accomplished.

Section 2. The issuance of the Bond in the principal amount of not to exceed \$17,450,000 is hereby authorized. The Bond shall be designated "The Fayetteville Public Facilities Board Refunding and Improvement Revenue Bond (Butterfield Trail Village Project), Series 2016" and shall be issued in the form, shall be dated, shall be numbered, shall bear interest (provided such interest rate shall not exceed 3.25% per annum), and shall be subject to redemption prior to maturity, upon the terms and conditions set forth in the Bond Purchase Agreement. The principal of and interest on the Bond shall be payable in semi-annual installments, as provided in the Bond Purchase Agreement, with the final installment due not later than sixteen (16) years after the date of issuance of the Bond.

Section 3. To prescribe the terms and conditions upon which the Bond is to be executed, issued, purchased, accepted, held and secured, the Chairman and Secretary of the Issuer are hereby authorized and directed to execute and deliver the Bond Purchase Agreement to the Purchaser.

Section 4. There is hereby authorized the loaning of the proceeds of the Bond to the Borrower in accordance with the provisions of the Loan Agreement. The Chairman and Secretary of the Issuer are hereby authorized and directed to execute and deliver the Loan Agreement to the Borrower.

Section 5. The Chairman and Secretary of the Issuer are hereby authorized and directed to execute the Bond and to cause the Bond so executed and authenticated to be delivered to the Purchaser upon payment of the purchase price.

Section 6. The Bond Purchase Agreement and the Loan Agreement shall be in substantially the forms submitted to this meeting, which are hereby approved, with such omissions, insertions and changes as may be approved by the officers executing them, their execution to constitute conclusive evidence of their approval of any such omissions, insertions and changes.

Section 7. The Chairman, Secretary and other officers of the Issuer, for and on behalf of the Issuer, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the instruments approved by this Resolution and the performance of all obligations of the Issuer thereunder, the issuance, execution and delivery of the Bond, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred by this Resolution. The Chairman, Secretary and other officers of the Issuer are hereby further authorized and directed, for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof. The Chairman, Secretary and other officers of the Issuer are hereby further authorized and directed, for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required in order for the Bond to be secured on a parity of security with the 2013 Bond.

Section 8. The Secretary shall maintain, as a part of the minutes of the meeting at which this Resolution is adopted and the permanent records of the Issuer, for inspection by any interested person, copies of the Bond Purchase Agreement and the Loan Agreement.

Section 9. The Issuer will restrict the use of the proceeds of the Bond in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bond is delivered to the Purchaser, so that they will not constitute an arbitrage bond under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Chairman or any other officer having responsibility with respect to the issuance of the Bond, is authorized and directed, alone or in conjunction with the Borrower or any officer, employee, consultant or agent of the Borrower, to deliver a certificate for inclusion in the transcript of proceedings for the Bond, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to said Section 148 and regulations thereunder. In its performance of these covenants, and other covenants of the Issuer pertaining to federal income tax laws, the Issuer may rely upon the written advice of nationally recognized bond counsel which is provided to the Borrower.

Section 10. The Chairman and the Secretary of the Issuer be and they hereby are authorized to execute and deliver for and on behalf of the Issuer any and all additional certificates, documents, opinions, agreements or other papers and perform all other acts (including without limitation the filing of any financing statements or any other documents to create and maintain a

security interest in the collateral pledged under the Bond Purchase Agreement) as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 11. The Issuer acknowledges that proceeds of the 2013 Bond will be used to provide a portion of the funds to finance costs of the 2016 Project.

Section 12. The Chairman of the Issuer is hereby authorized and directed to work with Friday, Eldredge & Clark, LLP, as Bond Counsel, and officials of the Borrower to develop, adopt and implement written procedures to assist the Borrower in monitoring compliance with federal tax requirements with respect to tax-exempt obligations issued by the Issuer for the benefit of the Borrower. It is understood that the policies to be adopted and established by such written procedures will be adopted and established by the Borrower on behalf of the Issuer for tax-exempt obligations issued by the Issuer for the benefit of the Borrower.

Section 13. The Bond shall not be issued and delivered by the Issuer unless and until the City Council of the City shall have adopted a resolution ratifying the adoption by the Issuer of this Resolution.

Section 14. The provisions of this Resolution are hereby declared to be separable and, if any section, phrase or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

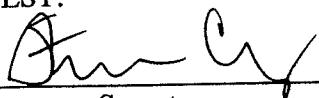
Section 15. All prior resolutions or portions thereof of the Issuer which are inconsistent with the contents hereof are hereby repealed.

Section 16. This Resolution shall become effective immediately upon its passage and approval.

Adopted and approved this 1st day of March, 2016.

THE FAYETTEVILLE PUBLIC FACILITIES
BOARD

ATTEST:


Secretary

By 
Chairman

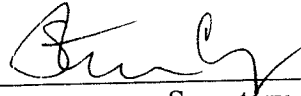
(SEAL)

CERTIFICATE

The undersigned, Secretary of The Fayetteville Public Facilities Board hereby certifies that the foregoing pages are a true and correct copy of a Resolution of the Board adopted on the 1st day of March, 2016, and that the Resolution is of record in the records of the Board.

GIVEN under my hand and seal this 1st day of March, 2016.

(SEAL)


Secretary

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, March 8, 2016

4:30 PM

City Hall Room 326

City Council Agenda Session

Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4

ELECTED OFFICIALS:
Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith

Call To Order

Roll Call

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions

City Council Meeting Presentations, Reports and Discussion Items:

Agenda Additions

A. Consent:

A. 1 [2015-0643](#)

APPROVAL OF THE MARCH 1, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 [2016-0109](#)

RICOH USA, INC.:

A RESOLUTION TO APPROVE THE PURCHASE OF PROFESSIONAL DIGITAL IMAGING SERVICES FROM RICOH USA, INC. THROUGH ITS LOCAL VENDOR, PREFERRED OFFICE PRODUCTS, INC., IN VARYING AMOUNTS AS NEEDED THROUGH JUNE 30, 2016 AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE COOPERATIVE PURCHASING AGREEMENT

Attachments:

[2016-0109, Preferred Office Products, Inc.](#)

A. 3 [2016-0097](#)

HAZMAT SERVICES REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$11,318.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments:

[SRF SRM Hazmat Services Revenue Washington County 2016](#)

[BA_BUDGET_ADJUSTMENT_FORM_Hazmat Revenue Washington County 2016](#)

A. 4 [2016-0041](#)

CARASOFT TECHNOLOGY CORPORATION:

A RESOLUTION TO APPROVE THE PURCHASE OF THREE (3) NIMBLE STORAGE EXPANSION SHELVES AND A FIVE (5) YEAR HARDWARE MAINTENANCE CONTRACT FROM CARASOFT TECHNOLOGY CORPORATION IN THE AMOUNT OF \$246,677.91 PLUS APPLICABLE TAXES, PURSUANT TO A GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE COOPERATIVE PURCHASING CONTRACT

Attachments: [SAN Packet.pdf](#)

A. 5 [2016-0080](#)

CITY OF GREENLAND TWO YEAR EXTENSION AGREEMENT:

A RESOLUTION TO APPROVE A TWO YEAR EXTENSION OF THE AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND THE CITY OF GREENLAND REGARDING THE PROVISION OF WASTEWATER COLLECTION SERVICES IN THE CITY OF GREENLAND

Attachments: [Greenland Sewer Contract Legistar Packet](#)

A. 6 [2016-0105](#)

WATERMARK AT FAYETTEVILLE AR, LLC:

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH WATERMARK AT FAYETTEVILLE AR, LLC IN AN AMOUNT NOT TO EXCEED \$43,241.00 FOR A SEWER MAIN UPGRADE NEAR VAN ASCHE DRIVE AND STEELE BOULEVARD

Attachments: [Watermark Cost-Share Legistar Packet](#)

A. 7 [2016-0106](#)

**NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT
DISTRICT, INC. GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A GENERAL IMPROVEMENT FUND GRANT THROUGH THE NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT, INC. IN THE AMOUNT OF \$9,198.00 FOR THE CONSTRUCTION OF A GARDEN SHELTER FOR THE YVONNE RICHARDSON COMMUNITY CENTER'S KID CROPS PROGRAM, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [BA \(Agenda Item\) - YRCC Kids Crops gazebo grant 2-25-16](#)

A. 8 [2016-0098](#)

SOURCEGAS ARKANSAS, INC. UTILITY WORK AGREEMENT:

A RESOLUTION TO APPROVE A UTILITY WORK AGREEMENT WITH SOURCEGAS ARKANSAS, INC. IN AN AMOUNT NOT TO EXCEED \$167,231.78 FOR THE RELOCATION OF TWO GAS LINES NECESSARY FOR THE EXTENSION OF RUPPLE ROAD FROM MARTIN LUTHER KING, JR. BOULEVARD TO PERSIMMON STREET, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$25,084.00

Attachments: [Legistar 2016-0098](#)
 [Purchase request for Sourcegas](#)

A. 9 [2016-0095](#)

**RFQ #15-04 BURNS & MCDONNELL ENGINEERING COMPANY,
INC.:**

A RESOLUTION TO AWARD RFQ #15-04 AND AUTHORIZE A CONTRACT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$557,695.00 FOR ENGINEERING SERVICES ASSOCIATED WITH THE SAIN STREET EXTENSION FROM NORTH FRONT STREET TO VANTAGE BOULEVARD, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [Burns & McDonnell Engineering Agenda Packet Sain St Ext Design Agreement.](#)
 [BA - Burns & McDonnell Engineering Sain Street Design Contract .xslm](#)

A. 10 [2016-0096](#)

GARVER, LLC SUPPLEMENTAL AGREEMENT NO. 1:

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$455,066.00 FOR ADDITIONAL ARCHEOLOGICAL TESTING AND MITIGATION SERVICES ASSOCIATED WITH THE DESIGN OF A PORTION OF RUPPLE ROAD BETWEEN WEST STARRY NIGHT VIEW AND WEST MOUNT COMFORT ROAD, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

[Agenda Packet Garver, LLC SA 01 Rurple Rd.pdf](#)

[BA - Graver, LLC Rurple Road SA No 1.xlsm](#)

A. 11 [2016-0103](#)

**ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT
FEDERAL-AID FUNDS:**

A RESOLUTION TO APPROVE TWO BUDGET ADJUSTMENTS RECOGNIZING FEDERAL-AID FUNDS RECEIVED FROM THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT IN THE AMOUNT OF \$48,928.00 FOR THE HIGHWAY 45/OLD WIRE ROAD SIGNAL AND INTERSECTION PROJECT

Attachments:

[Agenda Packet Old Wire Rd Recognize Funds.pdf](#)

[BA-AHTD Reimbursement 2015](#)

[BA-AHTD Reimbursement 2016](#)

B. Unfinished Business: None

C. Public Hearing:

C. 1 [2016-0102](#)

FAYETTEVILLE PUBLIC FACILITIES BOARD:

A RESOLUTION RATIFYING THE RESOLUTION OF THE FAYETTEVILLE PUBLIC FACILITIES BOARD APPROVING A REFUNDING AND IMPROVEMENT REVENUE BOND (BUTTERFIELD TRAIL VILLAGE PROJECT), SERIES 2016 IN A PRINCIPAL AMOUNT OF NOT TO EXCEED \$17,450,000; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO

Attachments:

[Agenda Packet Public Facilities Board Butterfield Trail Village](#)

D. New Business:

D. 1 [2016-0104](#)

RFQ #15-08 NELSON/NYGAARD CONSULTING ASSOCIATES, INC.:

A RESOLUTION TO AWARD RFQ #15-08 AND AUTHORIZE A CONTRACT WITH NELSON/NYGAARD CONSULTING ASSOCIATES, INC. IN THE AMOUNT OF \$584,978.00 FOR THE DEVELOPMENT OF A TRANSPORTATION MASTER PLAN AND DOWNTOWN/ENTERTAINMENT DISTRICT PARKING AND MOBILITY REPORT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$14,740.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [2016-0104 Nelson Nygaard Contract Approval](#)
[BA2016 - Parking Master Plan](#)

D. 2 [2016-0101](#)

RZN 16-5310: (1564 E. HUNTSVILLE RD./ZWEIG PROPERTIES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5310 FOR APPROXIMATELY 0.46 ACRES LOCATED AT 1564 EAST HUNTSVILLE ROAD FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO CS, COMMUNITY SERVICES

Attachments: [16-5310 CC Requests](#)

D. 3 [2016-0107](#)

ADM 16-5319 (UDC CHAPTERS 166,172,177 AMENDMENTS):

AN ORDINANCE TO AMEND § 166.24 **NONRESIDENTIAL DESIGN STANDARDS**, § 172.04 **PARKING LOT DESIGN STANDARDS**, § 177.04 **SITE DEVELOPMENT AND PARKING LOT LANDSCAPE STANDARDS** AND § 177.05 **STREET TREE PLANTING STANDARDS** OF THE UNIFIED DEVELOPMENT CODE

Attachments: [16-5319 CC reports](#)
[16-5319 Exhibits A & B](#)

D. 4 [2016-0110](#)

AMEND § 97.082 (B), § 94.05 (D) AND TO ENACT A NEW § 94.05 (G):

AN ORDINANCE TO AMEND § 97.082 (B), § 94.05 (D) AND TO ENACT A NEW § 94.05 (G) OF THE FAYETTEVILLE CODE TO AUTHORIZE THE MAYOR TO ISSUE A PUBLIC FIREWORKS DISPLAY PERMIT FOR AN ANNUAL DISPLAY BY THE BOTANICAL GARDEN OF THE OZARKS AT LAKE FAYETTEVILLE

Attachments: [Agenda Packet Amend § 97.082](#)

E. City Council Agenda Session Presentations:

F. City Council Tour:

G. Announcements:

H. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE

All interested persons may address the City Council on agenda items of New and Old Business. Please wait for the Mayor to request public comment and then come to the podium, give your name, address, and comments about the agenda item. Please address only the Mayor. Questions are usually answered by the Mayor, Aldermen or Staff after the public comment period is over. Please keep your comments brief and respectful. Each person is only allowed one turn at the microphone for discussion of an agenda item.

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

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 an Alderman 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.

Old business and new business.

Presentations by staff and applicants. Agenda items 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 an alderman later to answer questions. Staff and applicants may use electronic visual aids in a City Council meeting as part of their presentation.

Public comments. Public comment shall be allowed for all members of the audience on all items of old and new business and subjects of public hearings. No electronic visual aid presentations shall be allowed, but the public may submit photos, petitions, etc. to be distributed to the City Council. If a member of the public wishes for the City Clerk to distribute materials to the City Council before its meeting, such materials should be supplied to the City Clerk office no later than 9:00 a.m. on the day of the City Council meeting. Any member of the public shall first state his or her name and address, followed by a concise statement of the person's position on the question under discussion. Repetitive comments should be avoided; this applies to comments made previously either to the City Council or to the Planning Commission when those Planning Commission minutes have been provided to the Aldermen. All remarks shall be addressed to the Mayor or the City Council as a whole and not to any particular member of the City Council. No person other than the Aldermen and the person having the floor shall be permitted to enter into any discussions without permission of the Mayor. No questions shall be directed to an Alderman or city staff member except through the Mayor.

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 rude or derogatory remarks, reflections as to integrity, abusive comments and statements about motives or personalities. 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 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 at www.fayetteville-ar.gov or in the office of the City Clerk, 113 W. Mountain, Fayetteville, Arkansas.



City of Fayetteville, Arkansas

Tentative Agenda
March 8, 2016
113 West Mountain Road, Suite 100
Fayetteville, AR 72701
(479) 575-8323
Page 9 of 342

Text File

File Number: 2016-0109

Agenda Date: 3/15/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

RICOH USA, INC.:

A RESOLUTION TO APPROVE THE PURCHASE OF PROFESSIONAL DIGITAL IMAGING SERVICES FROM RICOH USA, INC. THROUGH ITS LOCAL VENDOR, PREFERRED OFFICE PRODUCTS, INC., IN VARYING AMOUNTS AS NEEDED THROUGH JUNE 30, 2016 AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE COOPERATIVE PURCHASING AGREEMENT

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 professional digital imaging services from Ricoh USA, Inc. through its local vendor, Preferred Office Products, Inc., in varying amounts as needed through June 30, 2016 and any future renewal periods, pursuant to a U.S. Communities Government Purchasing Alliance cooperative purchasing agreement.

City of Fayetteville Staff Review Form

2016-0109

Legistar File ID

3/15/2016

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

Andrea Rennie

2/11/2016

Purchasing /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends utilizing an existing cooperative contract pursuant to an agreement with US Communities through Preferred Office Products, Inc. a local Ricoh dealer, for professional scanning services for an initial term through 06/30/16 and as renewed under the existing US Communities contract.

Budget Impact:

Various		Various	
Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	\$ -
Budget Adjustment Attached?	No	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # N/A

Original Contract Number: N/A

Approval Date: _____

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 15, 2016

TO: Mayor Jordan
Fayetteville City Council

THRU: Paul A. Becker, Finance Director

FROM: Andrea Rennie, Purchasing Manager

DATE: Friday, February 26, 2016

SUBJECT: Contracting with Preferred Office Products, a local Ricoh dealer, through a non-cooperative contract established with US Communities Government Purchasing Alliance for scanning services needed by various departments and divisions.

RECOMMENDATION:

Staff recommends utilizing an existing cooperative contract pursuant to an agreement with US Communities with Preferred Office Products, Inc., a local Ricoh dealer, for professional scanning services. This resolution will allow the City to contract with Preferred Office Products for an initial term through 06/30/16 and as renewed under the existing US Communities agreement.

BACKGROUND:

The City is in the middle of implementing a new ERP system, which has brought a need of having documents in an electronic format to the forefront. While the City has many documents electronic, the need exists for a professional provider to assist with expediting scanning in a timely manner.

DISCUSSION:

US Communities is the leading national governmental purchasing cooperative, providing world class government procurement resources and solutions to governmental entities looking for the best overall pricing and service. This resource offers no fees, competitively solicited contracts, and bulk pricing otherwise not likely available to the City.

Currently, the City has many documents which are not electronic. Staff resources are unable to handle the immediate need to get documents in an electronic format. Contracting with our local supplier through this contract will allow City departments to have a resource for scanning needs.

BUDGET/STAFF IMPACT:

Funds exist for this purchase within budget approved by City Council. Each department or division will have the availability to issue PO's as budget allows.

Attachments:

- Contract No. 4400003732 Acceptance Agreement
- Contract No. 4400003732 Notice of Award
- Vendor Certification from Ricoh for Preferred Office Products, Inc.

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Ricoh Contract

Home > Ricoh > [Ricoh Contract](#)

Multifunction Devices/Managed Print Services

Lead Agency:
Fairfax County, Virginia

Contract Number:
4400003732

3 year, 5 month initial term, 2/11/2013 to 6/30/2016
Option to renew for (6) additional (1) year periods

Contract Documents:

- [Contract Number 4400003732](#)
- [Notice of Award](#)
- [Contract Amendments](#)
- [Master Lease Agreement](#)
- [Equipment Sale and Maintenance Agreement](#)

RFP Documents:

- [RFP 2000000264](#)
- [Attachment A](#)
- [Attachment A 1](#)
- [Attachment B](#)
- [Attachment C](#)
- [2000000264 Addenda](#)
- [RFP Posting Document](#)

Solutions

BY SUPPLIER ([show all ->](#))

BY CATEGORY

- [Facilities](#)
- [Office & School](#)
- [Specialty](#)
- [Technology](#)

Main Menu

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- [Government Purchasing](#)
- [Nonprofit](#)
- [Housing Authorities](#)
- [Go Green Program](#)
- [Innovation Exchange](#)

Postings

No. of suppliers who responded to RFP: 3

Posting Information:	Date Posted:
U.S. Communities: Current Solicitations	May 11, 2012 to June 19, 2012
Canadian MERX Public Tenders	May 11, 2012 to June 19, 2012
Onvia Demand Star	May 11, 2012 to June 19, 2012
Fairfax County	May 11, 2012 to June 19, 2012
Association of Oregon Counties	May 11, 2012 to June 19, 2012
State of Hawaii and Oregon	May 11, 2012 to June 19, 2012

U.S. COMMUNITIES

| NATIONAL COOPERATIVE PURCHASING PROGRAM

Getting Started

- [Program Overview](#)
- [How It Works](#)
- [FAQs](#)

Why Use U.S. Communities

- [What Makes Us Different](#)
- [Webinars & Events](#)
- [Supplier Commitments](#)

Discounts on Brands

- [Products & Suppliers](#)
- [Online Marketplace](#)
- [Solicitations](#)

Over 55,000 agencies trust U.S.

- [Who Uses U.S. Communities?](#)
- [Cooperative Standards](#)
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County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

Ricoh Americas Corporation
5 Dedrick Place
West Caldwell, NJ 07006

Attention: Vince A. Roma, Vice President, Business Development

Reference: RFP2000000264; Multi-Function Devices and Related Services

Dear Mr. Roma:

Acceptance Agreement

Contract Number: 4400003732

This acceptance agreement signifies a contract award to Ricoh Americas Corporation for Multi-Function Devices and Related Services. The period of the contract shall be from date of award through June 30, 2016, with six (6) one-year renewal periods or any combination thereof.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of RFP2000000264 and all Addenda;
- 3) The signed Memorandum of Negotiation.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Special Provision Section 20, as negotiated, within 10 days after receipt of this letter.

Sincerely,

Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm
Phone 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228



County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

FEB 11 2013

Ricoh Americas Corporation
5 Dedrick Place
West Caldwell, NJ 07006

Attention: Vince A. Roma, Vice President, Business Development

Reference: RFP2000000264; Multi-Function Devices and Related Services

Dear Mr. Roma:

Acceptance Agreement

Contract Number: 440003732

This acceptance agreement signifies a contract award to Ricoh Americas Corporation for Multi-Function Devices and Related Services. The period of the contract shall be from date of award through June 30, 2016, with six (6) one-year renewal periods or any combination thereof.

The contract award shall be in accordance with:

- 1) This Acceptance Agreement;
- 2) The Terms and Conditions of RFP2000000264 and all Addenda;
- 3) The signed Memorandum of Negotiation.

Please note that this is not an order to proceed. A Purchase Order constituting your notice to proceed will be issued to your firm. Please provide your Insurance Certificate according to Special Provision Section 20, as negotiated, within 10 days after receipt of this letter.

Sincerely,

Patricia Innocenti

for Cathy A. Muse, CPPO
Director/County Purchasing Agent

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm
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County of Fairfax, Virginia

To protect and enrich the quality of life for the people, neighborhoods and diverse communities of Fairfax County

MEMORANDUM OF NEGOTIATION RFP2000000264 Multi-Function Devices and Related Services US Communities (National Award)

The County of Fairfax (hereinafter called the "County") and Ricoh Americas Corporation (hereinafter called the "Contractor") hereby agree to the following in the execution of Contract 4400003732 (hereinafter called the "Contract") for the provision of Multi-Function Devices and Related Services as specified in RFP2000000264. The Contract contains the following items:

- a. County's Request for Proposal, RFP2000000264 and all Addenda;
- b. Contractor's Technical and Business Proposals as amended by this Memorandum of Negotiation;
- c. Contractor's revised Pricing Schedule dated October 5, 2012, (any reference to pricing term(s) being valid other than at minimum the first 365 days of the contract award date, are hereby removed (Ref. email dated February 6, 2013 from Stu Parker of Ricoh));
- d. Contractor's response to Clarification Questions dated July 24, 2012;
- e. Contractor's response to Clarification Questions dated July 25, 2012;
- f. Contractor's response to ecommerce Clarification dated July 27, 2012;
- g. Contractor's response to Clarification Questions dated August 10, 2012;
- h. Contractor's follow up to Negotiations dated August 30, 2012;
- i. Contractor's follow up to Negotiations dated September 20, 2012;
- j. Contractor's Negotiation Items Fairfax Final dated February 6, 2013 (proprietary and confidential);
- k. Contractor's Clarification Table (USC);
- l. RICOH Master Lease Agreement (USC Sample For all PPA's);
- m. RICOH Software Financing Agreement (USC Sample);
- n. RICOH Master Agreement (Services) (USC Sample)
- o. RICOH Service Order (USC Sample);
- p. RICOH Sale and Maintenance Agreement (USC Sample);
- q. RICOH Professional Services Statement of Work (USC Sample);
- r. This Memorandum of Negotiation;
- s. County's Purchase Order;
- t. Any subsequent amendments to the Contract;

The following provisions were negotiated and are incorporated into the Contract:

1. **Contract Clarification Table.** The Contractor's Clarification Table ("Clarification Table") shall take precedence over any other document in the Contract. Should there be a conflict of terms and conditions not identified in the Contractor's Clarification Table, then the terms and conditions of RFP 2000000264, Addenda, and subsequent mutually agreed upon Contract Amendments shall govern.

Department of Purchasing and Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035

Website: www.fairfaxcounty.gov/dpsm
Phone: 703-324-3201, TTY: 1-800-828-1140, Fax: 703-324-3228

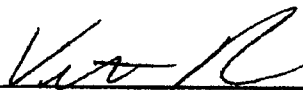
Memorandum of Negotiation
Contract 4400003932
Page 2

2. **Termination for Convenience (Ref. RFP2000000264 Exhibit 1, Paragraph 32).** The Contract may be terminated in whole or in part by the County in accordance with this clause whenever the County Purchasing Agent shall determine that such a termination is in the best interest of the County. Any such termination shall be effected by delivery to the Contractor at least thirty (30) working days prior to the termination date of a Notice of Termination specifying the extent to which performance shall be terminated and the date upon which termination becomes effective. Payment in full shall be made to the Contractor by the County for completed service, but no amount shall be allowed for anticipated profit on unperformed services. Notwithstanding the foregoing, any termination of the Contract shall not affect any individual agreements the Contractor has in place with individual Participating Public Agencies prior to the effective date of the termination of the Contract.
3. **Pricing and Model Updates.** Ricoh's pricing is based on a discount from the MSRP of a device. When an existing product is being replaced with a new model, the discount established by the original product will be applied to the MSRP of the replacement model.

If new products are introduced that are not specifically replacing existing devices (i.e. additional products added into a segment) the discount percentages established for those products already in that segment will be applied to the MSRP of the additional product introductions.

Contractor will provide the County with a revised pricing schedule whenever products are changed or added. Once approved by the County, a Contract Amendment will be issued confirming acceptance of the revised price schedule.

ACCEPTED BY:



VENDOR'S REPRESENTATIVE VINCENT ROMA
TITLE VICE PRESIDENT

2/7/13

Date



Cathy A. Muse/ CPPO
County Purchasing Agent

2/7/13

Date



County of Fairfax, Virginia

NOTICE OF AWARD

Date: **FEB 11 2013**

CONTRACT TITLE: Multi-Function Devices and Related Services
RFx NUMBER: RFP2000000264
CONTRACT NUMBER: **4400003732**
COMMODITY CODE: 98559, 96661, 92031, 92037, 6044, 60072, 20880, 92045, 83885
CONTRACT PERIOD: Date of award through June 30, 2016
RENEWALS: Six (6) One-Year or Any Combination Thereof
SUPERSEDES: 4400002543

CONTRACTOR:

Ricoh Americas Corporation
5 Dedrick Place
West Caldwell, NJ 07006

VENDOR CODE:

1000011520

Contact: Stu Parker
Telephone: 720-344-5566
Fax: 973-882-2000
E-mail: Stuart.Parker@ricoh-usa.com

TERMS: Net 30 Days

FOB: Destination

PRICES: Reference Attached Pricing Schedule

DPSM CONTACT: Teena L Stewart, CPPB, Contract Specialist II
Telephone: 703-324-3227
Fax: 703-324-3228
E-mail: teena.stewart@fairfaxcounty.gov

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013
Website: www.fairfaxcounty.gov/dpsm
Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228

ORDERING INSTRUCTIONS:

Any county department may enter into FOCUS (Fairfax County Unified Systems) a shopping cart indicating the item/service required, the quantity, the payment terms and the delivery date. The shopping cart must be annotated with the contract number. Requests exceeding the small purchase threshold (\$10k) will be routed to DPSM and a purchase order will be executed.



Teena L Stewart, CPPB
Contract Specialist II

DISTRIBUTION:

Dept. of Finance – Accounts Payable/e
DIT – Afsaneh Tibbs/e
DIT – David Foechterle/e
DIT – Tom Rose/e
FCPS – Kim Dickinson/e

Contract Specialist – T. Stewart
ACS, Team 1 – J. Waysome-Tomlin
DIT – Mike Daily/e
FCPS OPS – Michelle Hoilman/e
FCPS – Jean Welsh/e



Vendor Certification

RE. Preferred Office Products

The certifies that Preferred Office Product is an approved dealer for Ricoh USA, Inc. who is a preferred supplied on the US Communities contract. Preferred Office Products is authorized to use the "US Communities Government Purchasing Alliance" pricing for the purchase of Digital Imaging Services through Ricoh. Contract Number:440003732.

Preferred Office Products
4256 Frontage Road
Fayetteville, AR 479-521-6207
Dealer # LNR46216
Nation ID: 89821
Account #: 19220128

Signed,

A handwritten signature in blue ink, appearing to read "Chris Schwartz".

Chris Schwartz
Ricoh USA, Inc.



City of Fayetteville, Arkansas

Tentative Agenda
March 8, 2016
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 20 of 342

Text File

File Number: 2016-0097

Agenda Date: 3/15/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

HAZMAT SERVICES REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$11,318.00 AND INCREASING THE RELATED EXPENSE BUDGET

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

Section 1: That the City Council for the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$11,318.00 and increasing the related expense budget.

City of Fayetteville Staff Review Form

2016-0097

Legistar File ID

3/15/2016

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

David Dayringer

2/22/2016

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment in the amount of \$11,318.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

Budget Impact:

1010.3040.5218.01

General Fund--Hazmat Equipment

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 12,000.00

Funds Obligated \$ 1,423.57

Current Balance \$ 10,576.43

Does item have a cost? No

Item Cost \$ -

Budget Adjustment Attached? Yes

Budget Adjustment \$ 11,318.00

Remaining Budget \$ 21,894.43

Must Attach Completed Budget Adjustment:

V20140610

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 15, 2016

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief 

DATE: February 22, 2016

SUBJECT: Approval of a budget adjustment in the amount of \$11,318.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

RECOMMENDATION:

Approval of a budget adjustment in the amount of \$11,318.00 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

DISCUSSION:

The City of Fayetteville has received \$11,318.00 of Hazmat Services Revenue from Washington County. The Fire Department would like to utilize the revenue to offset costs for the Fayetteville Hazmat Team. It will also be utilized to cover expenses for training and related expenses. These purchases will be vital to the efficient and effective operation of the Hazmat Response Operations of the Fire Department.

BUDGET/STAFF IMPACT:

Increase expenses to correspond with hazmat services revenue received.

Attachments:

Budget Adjustment for Hazmat Revenue

Tentative Agenda
March 8, 2016
Page 23 of 342

Budget Year	Division: Fire Dept.: Fire Requestor: David Dayringer	Adjustment Number
2016		

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

This Budget Adjustment will take funding from the Haz-Mat Revenue Account-1010.0001.4401.08 which will reflect revenue from Hazmat Services from Washington County of \$11,318.00 and place it in 1010.3040.5218.01--Haz-Mat Equipment to offset costs for Fayetteville Haz-Mat Team and cover expenses for training and related expenses.

	COUNCIL DATE:	3/15/2016
	LEGISTAR FILE ID#:	2016-0097
	<i>Barbara Fell</i>	
	<i>2/22/2016 9:12 AM</i>	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

Tentative Agenda
March 8, 2016
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 24 of 342

Text File

File Number: 2016-0041

Agenda Date: 3/15/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

CARAHSOFT TECHNOLOGY CORPORATION:

A RESOLUTION TO APPROVE THE PURCHASE OF THREE (3) NIMBLE STORAGE EXPANSION SHELVES AND A FIVE (5) YEAR HARDWARE MAINTENANCE CONTRACT FROM CARAHSOFT TECHNOLOGY CORPORATION IN THE AMOUNT OF \$246,677.91 PLUS APPLICABLE TAXES, PURSUANT TO A GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE COOPERATIVE PURCHASING CONTRACT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the purchase of three (3) Nimble Storage expansion shelves and a five (5) year hardware maintenance contract from Carahsoft Technology Corporation in the amount of \$246,677.91 plus applicable taxes, pursuant to a General Services Administration Federal Acquisition Service cooperative purchasing contract.

City of Fayetteville Staff Review Form

2016-0041

Legistar File ID

3/15/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Brad Fulmer

2/25/2016

Information Technology /
Chief of Staff

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution authorizing a contract with Carahsoft Technology Corporation for the purchase of three (3) Nimble Storage 90TB Expansion shelves with 5 year hardware maintenance, in the amount of \$246,677.91 plus applicable taxes. This pricing is pursuant to the General Services Administration (GSA) Schedule #GS-35F-0119Y.

Budget Impact:

4470.9470.5801.00

Sales Tax Capital Improvements

Account Number

09031.1

14008.1

Project Number

Fund

Storage Area Network (SAN)

Police Network/Server Replacements

Project Title

Budgeted Item? Yes

Current Budget \$ 383,849.00

Funds Obligated \$ -

Current Balance \$ 383,849.00

Does item have a cost? Yes

Item Cost \$ 246,677.91

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 137,171.09

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 15, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Greg Tabor, Police Chief

FROM: Keith Macedo, Information Technology Director
Brad Fulmer, Infrastructure Manager

DATE: February 25, 2016

SUBJECT: Storage Area Network (SAN) Hardware Replacement

RECOMMENDATION:

Staff recommends authorizing a contract with Carahsoft Technology Corporation for the purchase of three (3) Nimble Storage 90TB Expansion shelves, and a 5-year hardware maintenance contract, in the amount of \$246,677.91 plus applicable taxes. This pricing is pursuant to the General Services Administration (GSA) Schedule #GS-35F-0119Y.

BACKGROUND:

The City currently utilizes two (2) EMC SANs to store the majority of citywide documents. Both devices were purchased in 2009 and will reach their end of support (EOS) in December of this year. The City budgeted to replace both SAN units, within our 2016 Capital Improvements Plan (CIP), to address our growing storage needs, improve performance, and replace prior to their end of support date.

The Fayetteville Police Department's currently utilizes an EqualLogic SAN that was purchased in 2011. The Police Department budgeted to replace the unit, within their Police Network/Server Replacement CIP, to address storage needs and improve performance.

As part of our recent Enterprise Resource Planning (ERP) and Public Safety software upgrades, the City purchased three (3) Nimble SANs to provide the needed storage capacity for both projects. Staff utilized this initial purchase to further analyze Nimble to ensure their SAN solution provided the City with adequate performance, reliability, and scalability. Staff has determined the Nimble storage platform meets and/or exceeds the requirements in each of those areas and requires minimal staff resources to maintain.

DISCUSSION:

The productivity of much of our City office staff relies on the ability to quickly access files and applications that reside on existing SANs infrastructure. The Nimble SAN solution provides a cost effective, high performance, modular storage infrastructure that can meet our planned storage demands and provide flexibility to increase capacity for future needs.

Storage Area Networks (SANs) have the following benefits:

- Centralized management and scalability- Manage storage for a large group of servers as a single storage pool, as opposed to managing the storage for each server individually. Simplifies the process of adding storage capacity as needs arise; with pooled storage, adding storage capacity can be done “on the fly” with no or minimal downtime.
- Multiple copies of data- Our current and proposed SAN infrastructure will be installed at three locations, City Hall, Police Department, and Data Center. This strategy allows for critical data at one physical location to be replicated to a different physical location which is an essential component for disaster recovery preparedness. It also allows for high availability of critical enterprise data and minimizes potential disruption of service.

IT staff have executed a phased approach to implementing SANs due to the significant capital cost and staff time required. Phase one of the Nimble SAN implementation was purchasing arrays capable of supporting our ERP and Public Safety software upgrade projects. Phase two consists of expanding the Nimble arrays to take over work loads of all existing aging storage and adding enough capacity to accommodate all near future projects as well.

This phased approach has allowed City Staff to utilize and further analyze the initial phase one (1) purchase for an extended period of time before migrating all data into a single system. It also ensures that the correct technology is in place, verifies that the purchase provides good value, has demonstrated to be reliable, and safeguards information by slowly migrating to the new SAN environment. The Police Department IT has followed suit in this phased approach.

With the transition of all citywide SAN storage to a unified platform, both the City and Police can leverage their investments to improve storage performance, data resiliency, and disaster recovery.

BUDGET/STAFF IMPACT:

This project is funded from the Storage Area Network Capital Improvement Project (CIP) and the Police Network/Server Replacement Project (CIP).

Attachments:

Staff Review Form

Carahsoft Quote

Purchase Request/W9

GSA Contractor Information

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

TO: Chris Doughty
 City of Fayetteville
 AR

FROM: Tyler Person
 Carahsoft Technology Corp.
 1860 Michael Faraday Drive
 Suite 100
 Reston, Virginia 20190

EMAIL: cdoughty@fayetteville-ar.gov

EMAIL: Tyler.Person@carahsoft.com

PHONE: (479) 575-8306 **FAX:**

PHONE: (703) 889-9830 **FAX:** (703) 871-8505

TERMS: GSA Schedule No: GS-35F-0119Y
 Term: December 20, 2011 - December 19, 2016
 FTIN: 52-2189693
 Shipping Point: FOB Destination
 Credit Cards: VISA/MasterCard/AMEX
 Remit To: Same as Above
 Payment Terms: Net 30 (On Approved Credit)
 Cage Code: 1P3C5
 DUNS No: 088365767
 Business Size: Small
 Sales Tax May Apply

QUOTE NO: 7681377
QUOTE DATE: 01/27/2016
QUOTE EXPIRES: 02/26/2016
RFQ NO:
SHIPPING: FREIGHT
TOTAL PRICE: \$246,677.91

TOTAL QUOTE: \$246,677.91

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
1	UPGD-FLC-4T	3.84TB Cache field upgrade; 4x960GB SSD for base CS500 GSA Part # 417-UPGD-FLC-4T License - SN: AF-124631	LIST: \$27,000.00 GSA: \$35,916.88	\$12,650.15	1	\$12,650.15
2	SLA-4HR-UPG	4HR Parts Del Serv/Softw Support for Controller Upgrade GSA Part # 417-HEAD-FLC-4T-4HR-5YR ***Co-Term Support pricing to 9/6/20***	LIST: \$3,712.50 GSA: \$3,529.10	\$3,518.31	1	\$3,518.31
5	ES1-AFS-3840-1	All Flash Exp Shelf; Qty 1 x 3.84TB Flash Pack GSA Part #417-ES1-AFS-3840-1 License - SN: AF-124631	LIST: \$47,000.00 GSA: \$45,333.79	\$23,761.38	1	\$23,761.38
6	SLA-4HR-AFS	4Hr Parts Del, SW Sup & InfoSight-ES1-AFS Part # ES1-AFS-3840-1-4HR-5YR ***Co-Term Support pricing to 9/6/20***	LIST: \$6,886.44 GSA: \$9,117.03	\$6,526.23	1	\$6,526.23
7	ES1-H90T	90TB Raw, 66-132TB Usable, 1920GB Flash Cache, Hyb Exp Shelf, 2x1M Qual SAS cable GSA Part # 417-ES1-H90T License - SN: AF-124631	LIST: \$90,000.00 GSA: \$86,200.50	\$45,500.51	1	\$45,500.51
8	SLA-4HR-ES1	4Hr Parts Del, SW Sup & InfoSight-ES1 GSA Part # 417-SLA-ES1-H90-4HR-5YR ***Co-Term Support pricing to 9/6/20***	LIST: \$16,473.60 GSA: \$17,212.33	\$15,611.90	1	\$15,611.90
11	UPGD-FLC-4T	3.84TB Cache field upgrade; 4x960GB SSD for base CS500 GSA Part # 417-UPGD-FLC-4T License - SN: AF-124629	LIST: \$27,000.00 GSA: \$35,916.88	\$13,650.15	1	\$13,650.15

CARAHSOFT TECHNOLOGY CORP

1860 MICHAEL FARADAY DRIVE | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM

LINE NO.	PART NO.	DESCRIPTION	PRICING	QUOTE PRICE	QTY	EXTENDED PRICE
12	SLA-4HR-UPG	4HR Parts Del Serv/Softw Support for Controller Upgrade GSA Part # 417-HEAD-FLC-4T-4HR-5YR ***Co-Term Support pricing to 9/6/20***	LIST: \$3,712.50 GSA: \$3,529.10	\$3,518.31	1	\$3,518.31
13	ES1-H90T	90TB Raw, 66-132TB Usable, 1920GB Flash Cache, Hyb Exp Shelf, 2x1M Qual SAS cable GSA Part # 417-ES1-H90T License - SN: AF-124629	LIST: \$90,000.00 GSA: \$86,200.50	\$45,500.51	1	\$45,500.51
14	SLA-4HR-ES1	4Hr Parts Del, SW Sup & InfoSight-ES1 GSA Part # 417-SLA-ES1-H90-4HR-5YR ***Co-Term Support pricing to 9/6/20***	LIST: \$16,473.60 GSA: \$17,212.33	\$15,611.90	1	\$15,611.90
15	ES1-H90T	90TB Raw, 66-132TB Usable, 1920GB Flash Cache, Hyb Exp Shelf, 2x1M Qual SAS cable GSA Part # 417-ES1-H90T **For Police Department** License - SN: AF-124902	LIST: \$90,000.00 GSA: \$86,200.50	\$45,500.51	1	\$45,500.51
16	SLA-4HR-ES1	4Hr Parts Del, SW Sup & InfoSight-ES1 GSA Part # 417-SLA-ES1-H90-4HR-5YR ***Co-Term Support pricing to 9/6/20***	LIST: \$16,174.08 GSA: \$17,212.33	\$15,328.05	1	\$15,328.05
SUBTOTAL:						\$246,677.91
TOTAL PRICE:						\$246,677.91
TOTAL QUOTE:						\$246,677.91

\$150 shipping charge has been worked into pricing

Request for Taxpayer Identification Number and Certification

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. CARAHSOFT TECHNOLOGY CORPORATION	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. ☐ Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) 1860 MICHAEL FARADAY DR SUITE 100	Requester's name and address (optional)
	6 City, state, and ZIP code RESTON, VA 20190	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-				-		
or									
Employer identification number									
5	2		-	2	1	8	9	6	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ <u>5/22/15</u>
------------------	--	------------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov . Purchase shall not be made until an actual PO has been issued.						Requisition No.:		Date: 1/14/2016	
						P.O Number:			
Vendor #:		Vendor Name: Carahsoft Technology Corporation				Mail ☒ YES ☐ NO		Legistar#: 2016-0041 Expected Delivery Date:	
Address: 1860 Michael Faraday Dr Suite 100				FOB Point:		Taxable ☒ YES ☐ NO			
City: Reston		State: VA		Zip Code: 20190		Ship to code:		Quotes Attached ☒ YES ☐ NO	
Requester: Brad Fulmer				Requester's Employee #: 2273		Extension: 8217			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Nimble Storage System - Primary Data Center	1		107,568.48	\$107,568.48	4470.9470.5801.00	09031.1		300990
2	Nimble Storage System - Secondary Data Center	1		78,280.87	\$78,280.87	4470.9470.5801.00	09031.1		300991
3	Nimble Storage System - Police	1		60,828.56	\$60,828.56	4470.9470.5801.00	14008.1		300992
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions:						Subtotal: \$246,677.91			
						Tax: \$24,051.10			
						Total: \$270,729.01			
Approvals: Mayor: _____ Chief Financial Officer: _____ Dispatch Manager: _____ Department Director: Budget Director: _____ Utilities Manager: _____ Purchasing Manager: _____ IT Director: _____ Other: _____									



**GSA
Federal
Acquisition
Service**

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eBuy - quotes

GSA Advantage - online shopping

Help

 Search: all the words

Contractor Information

(Vendors) How to change your company information

Contract #:	GS-35F-0119Y ▼	Socio-Economic :	Small business
Contractor:	CARAHSOFT TECHNOLOGY CORPORATION	EPLS :	Contractor not found on the Excluded Parties List System
Address:	1860 MICHAEL FARADAY DR, SUITE 1 RESTON, VA 20190-5328	Govt. Point of Contact:	Jessica L. Ocampo
Phone:	(703)871-8500	Phone:	816-823-2674
E-Mail:	contracts@carahsoft.com	E-Mail:	jessica.ocampo@gsa.gov
Web Address:	http://www.carahsoft.com	Contract Clauses/Exceptions:	View the specifics for this contract
DUNS:	088365767		
NAICS:	443120		

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
70	GENERAL PURPOSE INFORMATION TECHNOLOGY SOFTWARE, AND SERVICES	COMMERCIAL EQUIPMENT, GS-35F-0119Y		Dec 19, 2016	132 12	
					132 32	
					132 33	
					132 34	
					132 50	
					132 51	
					132 52	
					132 8	

Additional Contracts held by this contractor. To view more details of a contract, click the Contract Number below.

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
738 X	HUMAN RESOURCES & EQUAL OPPORTUNITY SERVICES	EMPLOYMENT GS-02F-0263P		Sep 9, 2019	595 21	
					595 22	
					595 26	

State and Local Government Customers

By using the purchasing power of the federal government, GSA can help cities and towns meet their mission while reducing costs and maximizing efficiency. Multiple authorized programs allow state and local governments to use GSA Schedules for select goods and services.

Check out the links below for more information on conditions for the use of these programs, the Schedules included (when limited to select Schedules), and ordering procedures. GSA eLibrary designates vendors who are participating in the state and local Disaster and Cooperative Purchasing programs with an icon next to their names, as shown.

Programs

Program Name	Description of Program
Cooperative Purchasing	A variety of Information Technology products and services, as well as security and law enforcement products and services, are available through Schedule 70 and Schedule 84.
Disaster Purchasing	Items can be purchased directly from Schedule contractors to aid in recovery from Presidentially-declared major disasters or acts of terrorism.
Public Health	Goods and services can be purchased from all Schedules, using federal grants, in Emergencies (PHEs) direct response to HHS declared public health emergencies.
1122 Program	Equipment in support of counter drug, homeland security and emergency response activities is available through select GSA Schedules and Special Item Numbers (SINs), as well as vehicles from Autochoice.

For information on all GSA State and Local Government Programs offered through GSA, visit Programs for State and Local Governments.

CONTACTS

National Customer Service Center
(800) 488-3111

- [View Contact Details](#)





City of Fayetteville, Arkansas

Tentative Agenda
March 8, 2016
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
Page 34 of 342

Text File

File Number: 2016-0080

Agenda Date: 3/15/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

CITY OF GREENLAND TWO YEAR EXTENSION AGREEMENT:

A RESOLUTION TO APPROVE A TWO YEAR EXTENSION OF THE AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND THE CITY OF GREENLAND REGARDING THE PROVISION OF WASTEWATER COLLECTION SERVICES IN THE CITY OF GREENLAND

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a two year extension of the agreement between the City of Fayetteville and the City of Greenland regarding the provision of wastewater collection services in the City of Greenland. A copy of the contract extension is attached to this Resolution and made a part hereof.

City of Fayetteville Staff Review Form

2016-0080

Legistar File ID

3/15/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander

2/17/2016

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of the two year agreement to continue sewer service by Fayetteville for Greenland for the period of January 1, 2016 until December 31, 2017.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? NA

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 15, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee

FROM: Tim Nyander, Utilities Director

TN

DATE: February 17, 2016

SUBJECT: Resolution approving a two year agreement to continue sewer service by Fayetteville for Greenland for the period of January 1, 2016 to December 31, 2017

RECOMMENDATION:

Staff recommends approval of an extension to the agreement between Fayetteville and Greenland to operate and maintain Greenland's wastewater collection system.

BACKGROUND:

Fayetteville has operated and maintained the wastewater collection system in Greenland since the system was installed in the mid-1970's. The current wastewater services agreement expires January 6, 2015. Both Cities have expressed willingness and desire for Fayetteville to own the system, as well as to operate and maintain it. In order to make that transition, the system needs to be restored to full working order, or to be "made whole." This will be accomplished by refurbishing the sewer pump station on Sandy Lane.

Fayetteville already owns, and has always owned, the water system in the majority of Greenland. The small area west of I-49 receives water service from Washington Water Authority and sewer service from Fayetteville. Billing and collection works well between the two water systems.

DISCUSSION:

Extending the existing wastewater services agreement for two years meets all current needs and lays the groundwork for the potential future change in ownership. All sewer services provided to Greenland residents by Fayetteville will continue unchanged through approval of this contract by both cities.

BUDGET/STAFF IMPACT:

None. Greenland residents pay the "outside of city" sewer rates; this will not change.

Attachments:

Staff Review Form
Two Year Agreement

RESOLUTION 02-08-2016 *B*

**A RESOLUTION TO APPROVE A TWO YEAR SEWER SERVICE
EXTENSION AGREEMENT BETWEEN THE CITIES OF
FAYETTEVILLE AND GREENLAND.**

WHEREAS, the Cities of Fayetteville and Greenland entered into a fifteen year Sewer Contract on December 21, 1993, which was extended by an option granted to the City of Greenland.

WHEREAS, the Cities of Greenland and Fayetteville have invested considerable time and money in working toward a transfer to Fayetteville of the entire Greenland sewer system.

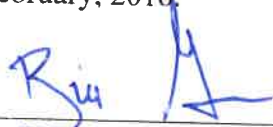
WHEREAS, two year extensions were previously approved by Resolutions 01-12-2009F, 12-09-2010A and 11-12-2012A with the most recent extension having expired January 6, 2015.

BE IT THEREFORE RESOLVED BY THE CITY COUNCIL OF GREENLAND,
ARKANSAS, That

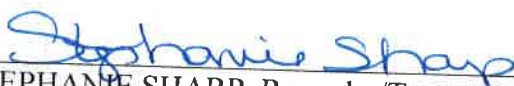
Section 1: The Two Year Agreement attached hereto which extends the sewer agreement until 12-31, 2017, and incorporates a substantial portion of the 1993 long term contract for sewer services with Fayetteville, should be and hereby is approved.

Section 2: The Mayor and Recorder-Treasurer are hereby authorized and directed to execute the attached agreement and to exchange executed copies of same with the City of Fayetteville.

PASSED AND APPROVED this 8th day of February, 2016.



BILL GROOM, Mayor



STEPHANIE SHARP, Recorder/Treasurer

TWO YEAR AGREEMENT TO CONTINUE SEWER SERVICE BY FAYETTEVILLE FOR GREENLAND

Come now the City of Fayetteville and the City of Greenland and agree to a two year sewer contract for the period of January 1, 2016 until December 31, 2017. The cities agree as follows:

1. Fayetteville agrees that it will continue to operate and maintain the Greenland sewer system and shall treat all wastewater collected within the Greenland city limits (but only for customers who have individual water services provided by Fayetteville). Sewer service to Greenland residents not having Fayetteville water service may be furnished provided mutual agreement on the method of billing such customers can be reached by Fayetteville and Greenland.
2. Greenland agrees that it will require its citizens receiving Fayetteville water service to purchase sewer service from Fayetteville under the same sewer availability criteria as required of Fayetteville citizens. Greenland agrees that its citizens will be subject to pay sewer rates on a cost-of-service basis pursuant to the current sewer service rates adopted by the Fayetteville City Council (\$51.137 of the Code of Fayetteville) and any amendments approved thereto.
3. Pursuant to Greenland Ordinance 280, Greenland customers receiving new sewer service from Fayetteville shall pay sewer impact fees to Fayetteville in the same amount as new development in Fayetteville pays pursuant to the current ordinance and any amendments to §159.02 **Water and Wastewater Impact Fees** of the Unified Development Code of Fayetteville. Pursuant to Greenland ordinance 282, Greenland customers will pay Greenland local impact fees, which Fayetteville will collect and remit quarterly to Greenland.
4. Paragraphs 5, 6, 7, 8, 9, 10, 11, 12, 13, 15, 16, 17, 18, 19, 21 and 22 of the 1993 Fayetteville – Greenland Sewer Contract are adopted and incorporated herein as if set forth word for word.

IN AGREEMENT WITH ALL PROMISES, OBLIGATIONS AND TERMS STATED ABOVE, the Mayors of the Cities of Fayetteville and Greenland have signed below after having been properly authorized by their respective City Councils.

City of Fayetteville, Arkansas

By: _____
Lioneld Jordan, Mayor

ATTEST:

By: _____
Sondra E. Smith, City Clerk

Date: _____

City of Greenland, Arkansas

By:  _____
Bill Groom, Mayor

ATTEST:

By:  _____
Stephanie Sharp, Recorder/Treasurer

Date: 2/8/16



City of Fayetteville, Arkansas

Tentative Agenda
March 8, 2016
113 West Mountain Road, Suite 100
Fayetteville, AR 72701
(479) 575-8323
Page 39 of 342

Text File

File Number: 2016-0105

Agenda Date: 3/15/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

WATERMARK AT FAYETTEVILLE AR, LLC:

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH WATERMARK AT FAYETTEVILLE AR, LLC IN AN AMOUNT NOT TO EXCEED \$43,241.00 FOR A SEWER MAIN UPGRADE NEAR VAN ASCHE DRIVE AND STEELE BOULEVARD

WHEREAS, Watermark will be constructing the Watermark at Steele Crossing, a 306 unit multi-family development located on 17 acres at the northeast corner of Steele Boulevard and Van Asche Drive, a project which was approved by the City's Planning Commission on September 14, 2015; and

WHEREAS, during the course of design review by the Arkansas Department of Health, Watermark was made aware of an existing sewer capacity issue just downstream from where the development intends to connect; and

WHEREAS, increasing the size of this 360 foot segment from an 8-inch main to a 12-inch main will alleviate the current capacity deficiency, allow the development to connect and also allow for ample future capacity for the remaining undeveloped parcels in the area that are served by this sewer main; and

WHEREAS, § 51.113 of the Fayetteville City Code provides that "the City shall pay the excess material cost of facilities of a size that is larger than required to serve subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the sewerage system."

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a cost share agreement with Watermark at Fayetteville AR, LLC in an amount not to exceed \$43,241.00 for a sewer main upgrade near Van Asche Drive and Steele Boulevard.

City of Fayetteville Staff Review Form

2016-0105

Legistar File ID

3/15/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Tim Nyander

2/26/2016

Utilities Director /
Utilities Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a cost-share agreement between the City of Fayetteville and Watermark of Fayetteville AR, LLC to share the costs of installing an upgraded sewer main in the area of Steele Blvd. and Van Asche Drive in the amount of \$43,241.00, which includes a 10% contingency.

Budget Impact:

5400.5700.5815.00

Water & Sewer

Account Number

Fund

02067.1

Water & Sewer Cost Sharing

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 96,796.00

Funds Obligated \$ -

Current Balance **\$ 96,796.00**

Does item have a cost? Yes

Item Cost \$ 43,241.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget **\$ 53,555.00**

V20140710

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Approval Date: _____

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 15, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Water & Sewer Committee

FROM: Tim Nyander, Utilities Director *TN*

DATE: February 26, 2016

SUBJECT: Resolution Approving a Cost-Share Agreement between the City of Fayetteville and Watermark at Fayetteville AR, LLC

RECOMMENDATION:

Staff recommends approval of a cost-share agreement between the City of Fayetteville and Watermark at Fayetteville AR, LLC, to share the costs of installing an upgraded sewer main in the area of Steele Blvd and Van Asche Drive in the amount of \$43,241.00, which includes a 10% contingency.

BACKGROUND:

Watermark at Steele Crossing is a 17 acre, 306 unit, multi-family residential development located at the northeast corner of the intersection of Steele Blvd and Van Asche Drive in the CMN Business Park. The project was approved by the Planning Commission on September 14, 2015. During the course of design review by the Arkansas Department of Health, the developer was made aware of an existing sewer capacity issue in a portion of 8-inch sanitary sewer, just downstream from where the development had intended to connect into. The section in question is approximately 360 linear feet.

By increasing the size of this line segment from an 8-inch to a 12-inch, it will not only alleviate the current capacity deficiency and allow the development to connect, but it will also allow for ample future capacity for the remaining undeveloped parcels which are served by this line.

DISCUSSION:

Section 51.113 Sewer Service and Extension Policy states that the city shall pay the excess material cost of facilities of a size larger than required to serve subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the sewerage system. Since the 12-inch line will convey twice as much sewage as the current 8-inch line, the Utility Staff feels it is fair and equitable to pay for 50% of the upgrade.

BUDGET/STAFF IMPACT:

There is adequate funding in Water & Sewer's Cost Share Capital Program to fund this agreement.

Attachments:

Staff Review Form
Cost-Share Agreement
Exhibit A – Area Map
Area Map from GIS

**CONTRACTUAL AGREEMENT FOR
COST SHARE OF SEWER MAIN UPGRADE COSTS**

This Agreement, made and entered into on this _____ day of March, 2016, by and between the City of Fayetteville, Arkansas ("City") and Watermark at Fayetteville AR, LLC, a Delaware limited liability company ("Watermark"), witnesseth:

WHEREAS, Watermark will be constructing the Watermark at Steele Crossing, a 306 unit multi-family development located on 17 acres at the northeast corner of Steele Boulevard and Van Asche Drive, a project which was approved by the City's Planning Commission on September 14, 2015; and

WHEREAS, during the course of design review by the Arkansas Department of Health, Watermark was made aware of an existing sewer capacity issue in a 360 linear foot portion of 8-inch sanitary sewer (as shown on the map attached as Exhibit "A" to this Agreement) just downstream from where the development intended to connect; and

WHEREAS, increasing the size of this 360 foot segment from an 8-inch main to a 12-inch main will alleviate the current capacity deficiency, allow the development to connect and also allow for ample future capacity for the remaining undeveloped parcels in the area that are served by this sewer main; and

WHEREAS, § 51.113 of the Fayetteville City Code provides that "the City shall pay the excess material cost of facilities of a size that is larger than required to serve subdivisions when such excess size is specified and required by the water and wastewater director for the general benefit of the sewerage system."

NOW, THEREFORE, the City of Fayetteville, Arkansas and Watermark at Fayetteville AR, LLC agree as follows:

1. The City of Fayetteville, Arkansas agrees to:

- A. Reimburse Watermark at Fayetteville AR, LLC for 50% of the cost to upgrade 360 linear feet of 8-inch sanitary sewer main in the area identified in Exhibit "A" to 12-inch main up to a maximum-not-to-exceed amount of **\$43,241.00**, which includes the amount estimated by the developer's representative as shown on Exhibit "B" attached plus a 10% project contingency.
- B. Make reasonable efforts to provide payment to Watermark within thirty (30) days after receipt of valid invoices but cannot guarantee payment will be made within the thirty day period.

2. Watermark at Fayetteville AR, LLC agrees to:

- A. Provide the necessary and normal project management, inspection, and testing as necessary for a complete and acceptable sewer main installation.

- B. Provide a copy of the invoices from the Contractor upon City approval of the sewer main upgrade.
 - C. Pay for the sewer main installation (with reimbursement of 50% of the cost by the City of Fayetteville in a not-to-exceed amount of \$43,241.00).
3. It is further understood that the contract for construction of the sewer main upgrade is between Watermark and its Contractor and that the City has no contractual obligation with either the Contractor or the Engineer. The City's only obligation shall be to participate in this contractual Agreement with a not-to-exceed reimbursable amount not to exceed \$43,241.00, which includes a project contingency in the amount of \$3,931.00, for the sewer main upgrade.

**IN AGREEMENT WITH ALL THE TERMS AND CONDITIONS ABOVE, WE
SIGN BELOW:**

**WATERMARK AT FAYETTEVILLE
AR, LLC**

By: _____

PAUL M. THRIFT
Manager

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____

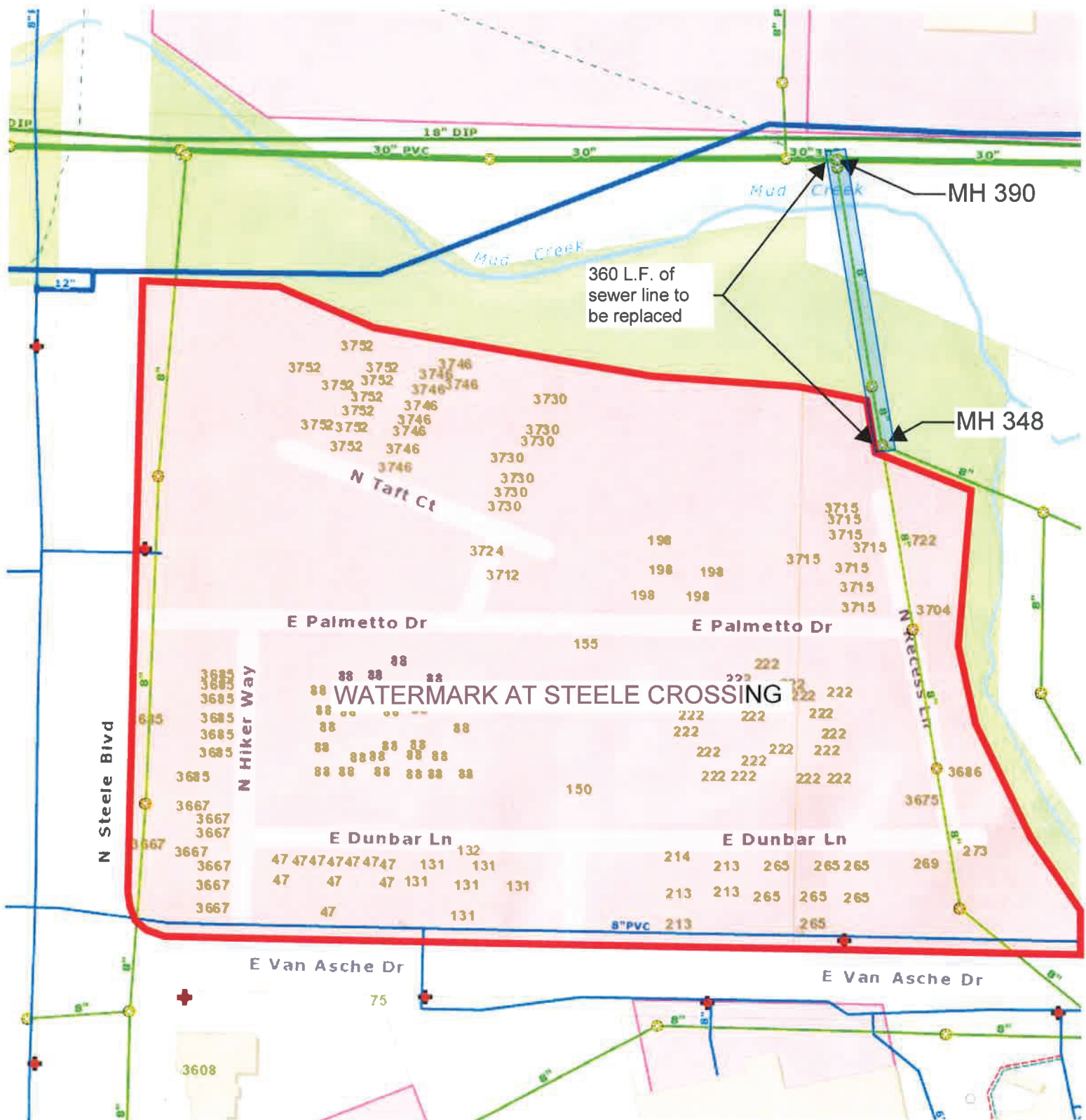
LIONELD JORDAN, Mayor

ATTEST:

By: _____

SONDRA SMITH, City Clerk

EXHIBIT "A"



Proposed Area of Sanitary Sewer Line
Size increase from 8 inch to 12 inch for a total of 360 feet.

EXHIBIT "B"

Upgrade Existing Sanitary Main from 8" to 12"

Subcontractor Price	\$59,200.00
Design	\$6,000.00
Permitting	\$2,500.00
Contingency	\$5,000.00
TTC Margin	\$5,920.00
Total Cost for proposal	\$78,620.00



City of Fayetteville, Arkansas

Tentative Agenda
March 8, 2016
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323
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Text File

File Number: 2016-0106

Agenda Date: 3/15/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 7

NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT, INC. GRANT:

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A GENERAL IMPROVEMENT FUND GRANT THROUGH THE NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT, INC. IN THE AMOUNT OF \$9,198.00 FOR THE CONSTRUCTION OF A GARDEN SHELTER FOR THE YVONNE RICHARDSON COMMUNITY CENTER'S KID CROPS PROGRAM, 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 General Improvement Fund grant through the Northwest Arkansas Economic Development District, Inc. in the amount of \$9,198.00 for the construction of a garden shelter for the Yvonne Richardson Community Center's Kid Crops program and expresses its sincere appreciation to Senator Uvalde Lindsey and Representative David Whitaker for their assistance in securing the grant.

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, Arkansas - Budget Adjustment Form (Legistar)

Tentative Agenda
March 8, 2016
Page 48 of 342

Budget Year	Division: Parks & Recreation	Adjustment Number
2016	Dept.: Parks & Recreation	
	Requestor: Alan Bearden	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

YRCC Kids Crops Program - To receive/recognize grant funds of \$9,198 from Northwest Arkansas Economic Development District, Inc. - General Improvement Fund (GIF) to be used to help with the construction of a gazebo to hold events at.

RESOLUTION/ORDINANCE	COUNCIL DATE:	3/15/2016
	LEGISTAR FILE ID#:	2016-0106
	<i>Barbara Fell</i>	
	2/26/2016 2:56 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	9,198	9,198					v.20160125
	<u>Increase / (Decrease)</u>		<u>Project.Sub#</u>				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
2250.9255.5400.00	9,198	-	31601	1	EX	Building & Grounds Maintenance	
2250.0925.4302.00	-	9,198	31601	1	RE	State Grants - Capital	
	-	-					
	-	-					
	-	-					
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City of Fayetteville, Arkansas

Tentative Agenda
March 8, 2016
113 West Mountain Parkway
Fayetteville, AR 72701
(479) 575-8323
Page 49 of 342

Text File

File Number: 2016-0098

Agenda Date: 3/15/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 8

SOURCEGAS ARKANSAS, INC. UTILITY WORK AGREEMENT:

A RESOLUTION TO APPROVE A UTILITY WORK AGREEMENT WITH SOURCEGAS ARKANSAS, INC. IN AN AMOUNT NOT TO EXCEED \$167,231.78 FOR THE RELOCATION OF TWO GAS LINES NECESSARY FOR THE EXTENSION OF RUPPLE ROAD FROM MARTIN LUTHER KING, JR. BOULEVARD TO PERSIMMON STREET, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$25,084.00

WHEREAS, Sweetser Construction, the City's contractor on the project to extend Ruppel Road from Martin Luther King, Jr. Boulevard to Persimmon Street has identified two gas lines belonging to SourceGas Arkansas, Inc. that must be relocated out of the construction area; and

WHEREAS, Ordinance No. 5542, which was passed and approved on November 20, 2012, waives the requirement of formal bidding on "all such projects necessitated by any road reconstruction or widening projects with SourceGas Arkansas, Inc. within Fayetteville until December 31, 2016".

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves a utility work agreement with SourceGas Arkansas, Inc., in an amount not to exceed \$167,231.78 for the relocation of a gas main necessary for the Ruppel Road extension from Martin Luther King, Jr. Boulevard to Persimmon Street, and further approves a project contingency in the amount of \$25,084.00.

City of Fayetteville Staff Review Form

2016-0098

Legistar File ID

3/15/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Chris Brown

2/22/2016

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends City Council approval of an agreement with Sourcegas in the amount of \$167,231.78 plus a contingency of \$25,084.00 for utility relocations as part of the construction of the Ruppel Road – MLK to Persimmon Project.

Budget Impact:

4520.9555.5809.00	Transportation Bond Street Improvements
Account Number	Fund
06035.2400	Ruppel Road (MLK to Persimmon)
Project Number	Project Title
Budgeted Item? Yes	Current Budget \$ 7,703,808.00
	Funds Obligated
	Current Balance \$ 7,703,808.00
Does item have a cost? Yes	Item Cost \$ 192,315.78
Budget Adjustment Attached? No	Budget Adjustment \$ -
#	Remaining Budget \$ 7,511,492.22

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 15, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Matt Casey, Engineering Design Manager

DATE: February 19, 2016

SUBJECT: **Agreement with Sourcegas for Utility Relocations on the Ruppel Road – MLK to Persimmon Project.**

RECOMMENDATION:

Staff recommends City Council approval of an agreement with Sourcegas in the amount of \$167,231.78 plus a contingency of \$25,084.00 for utility relocations as part of the construction of the Ruppel Road – MLK to Persimmon Project.

BACKGROUND:

In May 2014, the City Council approved a contract with Jorgensen & Associates, Inc. for design services for the Ruppel Road- MLK to Persimmon project. Ruppel Road is shown on the City of Fayetteville Master Street plan as a Principal Arterial Parkway from Martin Luther King Blvd. (Highway 62) north to Howard Nickell Road. The street cross section includes four lanes with a 15' wide median, a 12' trail and a 5' sidewalk. Roundabouts are included in the design at the three intersections with the future Collector street locations as shown on the Master Street Plan.

On August 18, 2015, the City Council approved a construction contract with Sweetser Construction, Inc. Construction is currently underway and is expected to be complete in the September of 2016. During construction, Sweetser Construction uncovered a 6" high pressure gas main that was not marked during the survey for the project design. City staff has since been working with Sourcegas personnel on the plans to relocate this line out of the construction area.

DISCUSSION:

Engineering staff recommends approval of this agreement with Sourcegas for \$167,231.78 for the relocation of the 6" gas main. Due to the unpredictable nature of construction projects, staff recommends a 15% contingency for unforeseen utility conflicts, an amount estimated to be \$25,084.00. Therefore, the total dollar amount

recommended to be approved by the City Council is \$192,315.78. The existing 6" high pressure gas main is located within a utility easement that was in place prior to the roadway project. Therefor the City's portion of this agreement is for 100% of the relocation costs.

BUDGET/STAFF IMPACT:

This project is funded by the Transportation Bond Program.

Attachments:

Sourcegas Agreement
Relocation Exhibit



UTILITY WORK AGREEMENT (MUNICIPALITY)

Municipality: City of Fayetteville, Arkansas
Municipality's Address: 113 West Mountain Street, Fayetteville, AR 72701
Job Location: Rupple Road, between Persimmon St. and Hwy. 62

This Utility Work Agreement ("Agreement") is made and entered into this ____ day of _____, by and between City of Fayetteville (hereinafter referred to as "Municipality"), and SourceGas Arkansas Inc. (hereinafter referred to as "SourceGas").

WHEREAS, Municipality proposes to make certain improvements at the location designated above, and as a result of such improvements, SourceGas must adjust, enhance, locate, observe, and/or relocate certain of its existing facilities, or construct additional facilities; and

WHEREAS, in connection with Municipality's proposed improvements, Municipality wishes SourceGas to do the following:

Replace and lower a 6" steel main for the Rupple Road project starting at - 94.220087 36.051108 and going east to -94.219406 36.051116 for 350 feet. Also replacing 100 feet of 4" pipe at HWY 62 Starting at -94.219454 36.048172 then going east 100' to -94.219043 36.048275
(hereinafter referred to as the "Work"); and

WHEREAS, such Work is shown in detail in SourceGas' plans, sketches, estimate of cost, and specifications (when applicable), which are attached to this Agreement and made a part hereof; and

WHEREAS, Municipality agrees to pay for the cost of such Work to the extent herein agreed upon.

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND OTHER VALUABLE CONSIDERATION HEREIN ACKNOWLEDGED, MUNICIPALITY AND SOURCEGAS AGREE AS FOLLOWS:



1. Where applicable hereunder by reason of new utility occupancy or crossing of Municipality's property, Municipality hereby grants to SourceGas an easement or license to install and operate utility facilities on or across Municipality's property as shown on the approved plans or sketch maps attached hereto and made a part hereof. Prior to SourceGas beginning the Work, Municipality will, at no cost to SourceGas, furnish SourceGas with all necessary easements, rights of way and permits. Those easements, rights of way and permits shall release SourceGas from any and all claims for damage done to streets, land, fences, and crops arising out of the performance of the Work.

2. Where applicable hereunder by reason of new construction on existing utility rights of way, SourceGas hereby grants to Municipality the right to use for Municipality's purposes the lands within the limits of the improvement project limits on or across which SourceGas holds a valid property interest antedating Municipality's rights which were subsequently acquired in the same lands, and which property rights SourceGas shall retain so long as SourceGas, its successors or assigns continues such use and occupancy and does not abandon, and thereby release, such property interest to Municipality through removal of facilities in performing the Work or by subsequent removal of facilities for SourceGas' convenience; and Municipality hereby agrees that SourceGas, by granting said right and by said continued joint use and occupancy, does not waive any future claim for reimbursement for any costs as may be eligible for reimbursement by reason of such prior property interest, nor does SourceGas waive any other legal or property right held under the laws or Constitution of the State of Arkansas or the United States.

3. In the event that future construction, reconstruction, expansion, relocation, rehabilitation, betterment, maintenance, or other work on the facilities owned and operated by either Municipality or SourceGas in the area jointly occupied or used under either or both Paragraphs 1 or 2 of this Agreement will disturb, detrimentally affect, interfere, or be inconvenient to the facilities or responsibilities of either party, the parties hereto shall reach agreement in writing as to locations, extent, and methods of such work before the work is undertaken. In a case of emergency, and where immediate action is necessary for the protection of the public and to minimize damage to or loss of investment in the property of Municipality or of SourceGas, either party hereto may, at its own responsibility and risk, make any necessary emergency repairs, and shall notify the other party hereto of such action as soon as practicable.

4. The estimated cost of the Work is \$167,231.78. After it has completed the Work, SourceGas will bill Municipality for the actual cost of the Work. Municipality shall pay such invoice within 30 days of Municipality's receipt of the invoice. If Municipality



fails to pay any such invoice within 30 days of receipt, the amount due under the invoice shall accrue interest at the rate of 10 per cent per annum until paid.

5. SourceGas will perform the Work, as described on the first page of this Agreement. SourceGas will endeavor to perform the Work within a reasonable time period, subject to applicable laws, rules and regulations of governmental authorities, and subject to any delay occasioned by lack of right of way, availability of materials and supplies, force majeure or events or conditions of whatsoever nature reasonably beyond SourceGas' control, and further conditioned upon the receipt of all required approvals and consents in form and substance acceptable to SourceGas. SourceGas shall not be obligated to commence the Work unless and until, at no cost to SourceGas, all necessary easements and rights of way have been executed, acknowledged and delivered to SourceGas in a form acceptable to SourceGas.

6. Title to and ownership of facilities which are the subject of the Work shall forever be and remain exclusively and unconditionally vested in SourceGas. Municipality understands, acknowledges and agrees that Municipality shall have no title to, interest in, or ownership of those facilities.

7. It is mutually agreed by the parties hereto that the provisions of this Agreement pertaining to property rights, right of way occupancy permission, access for servicing when applicable, and joint use of rights of way shall continue in full force and effect from the date of this Agreement, and shall be perpetually binding upon each party, and its representatives, successors and assigns.

8. Municipality and SourceGas acknowledge that there are no agreements or understandings, either written or oral, between the parties related to the Work, other than as set forth in this Agreement, and that this Agreement (including any attachments hereto) contains the entire agreement between the parties regarding the Work.

9. This Agreement shall be governed in accordance with the laws of the State of Arkansas, the rules and regulations of the Arkansas Public Service Commission, and the Tariff of SourceGas. In the event of a conflict between this Agreement and any such laws, rules, regulations or Tariff, such laws, rules, regulations or Tariff shall control.



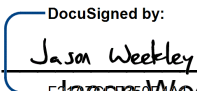
10. In the event SourceGas is required to initiate litigation to enforce the terms and conditions of this Agreement, then SourceGas shall have the right to recover from Municipality SourceGas' costs and expenses of such litigation, including reasonable attorney fees.

11. Municipality acknowledges that it has been afforded an opportunity to have its attorney review and explain the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate by their duly authorized representatives on the date stated above.

SOURCEGAS ARKANSAS INC.

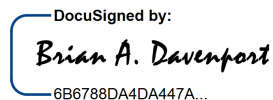
CITY OF FAYETTEVILLE, AR

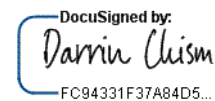
By:  Jason Weekley 2/9/2016
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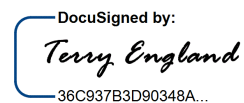
By: _____

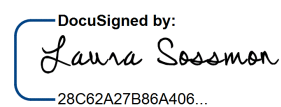
Its: Vice President Operations

Its: _____

 Brian A. Davenport
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 Darrin Chism
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 Terry England
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 Laura Sossamon
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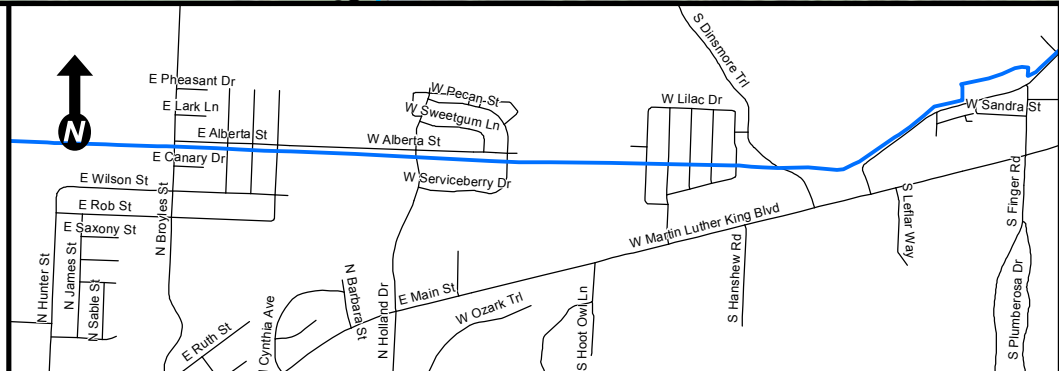
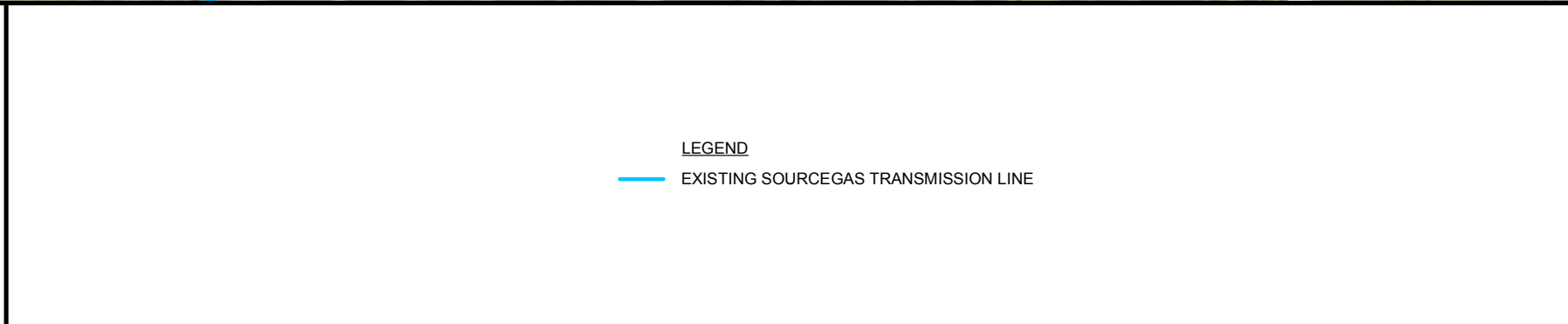
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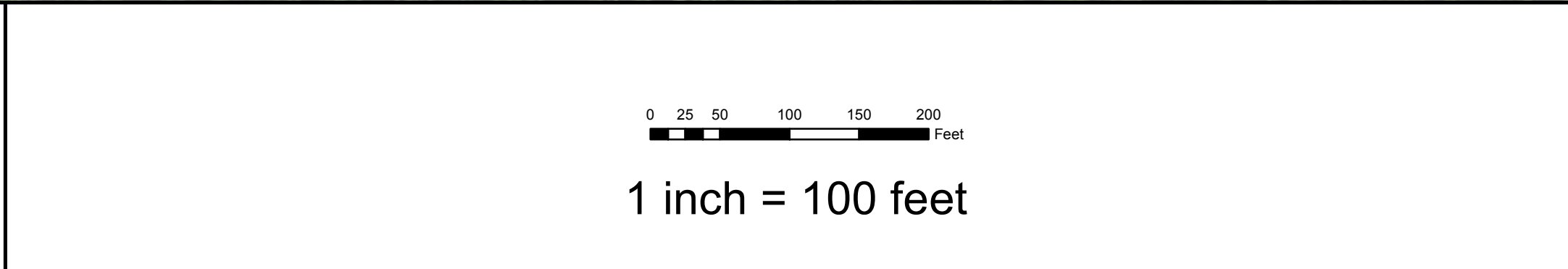
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Direction of North for Main Map



City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: P.O Number:		Date: 2/22/2016 Tentative Agenda March 8, 2016 Page 58 of 942	
Vendor #: 840			Vendor Name: Sourcegas Arkansas Inc.				Mail ☒ YES ☐ NO		Legistar#: 2016-0098	
Address: PO Box 660559					FOB Point:		Taxable ☐ YES ☒ NO			
City: Dallas			State: TX		Zip Code: 75266-0559		Ship to code:		Expected Delivery Date:	
Requester: Matt Casey					Requester's Employee #: 2119		Extension: 444-3429			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Utility Relocations for Ruppel Rd. (MLK to Persimmon)	1		167,231.78	\$167,231.78	4520.9555.5809.00	06035.2400			
2					\$0.00					
3					\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions:							Subtotal: \$167,231.78 Tax: \$0.00 Total: \$167,231.78			
Approvals:										
Mayor: _____			Department Director: _____			Purchasing Manager: _____				
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____				
Dispatch Manager: _____			Utilities Manager: _____			Other: _____				



City of Fayetteville, Arkansas

Tentative Agenda
March 8, 2016
113 West Mountain Road, Suite 100
Fayetteville, AR 72701
(479) 575-8323
Page 59 of 342

Text File

File Number: 2016-0095

Agenda Date: 3/15/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 9

RFQ #15-04 BURNS & MCDONNELL ENGINEERING COMPANY, INC.:

A RESOLUTION TO AWARD RFQ #15-04 AND AUTHORIZE A CONTRACT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$557,695.00 FOR ENGINEERING SERVICES ASSOCIATED WITH THE SAIN STREET EXTENSION FROM NORTH FRONT STREET TO VANTAGE BOULEVARD, 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 awards RFQ #15-04 and authorizes a contract with Burns & McDonnell Engineering Company, Inc. in an amount not to exceed \$557,695.00 for engineering services associated with the Sain Street extension from North Front Street to Vantage Boulevard.

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

2016-0095

Legistar File ID

3/15/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Paul Libertini

2/26/2016

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to approve an Agreement with Burns & McDonnell Engineering Company, Inc. in the amount of \$557,695.00 for professional services associated with the design of Sain Street Extension from N. Front Street to Vantage Boulevard, and to approve a Budget Adjustment.

Budget Impact:

4520.9555.5314.00

Transportation Bonds

Account Number

Fund

06035.3400

Sain Street Construction

Project Number

Project Title

Budgeted Item? No

Current Budget \$ -

Funds Obligated \$ -

Current Balance \$ -

Does item have a cost? Yes

Item Cost \$ 557,695.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 557,695.00

Remaining Budget \$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 15, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Paul Libertini, Staff Engineer 

DATE: February 26, 2016

SUBJECT: **A Resolution to approve an agreement with Burns & McDonnell Engineering Company, Inc. in the amount of \$557,695.00 for engineering services associated with the Sain Street Extension from N. Front Street to Vantage Blvd., and to approve a Budget Adjustment.**

RECOMMENDATION:

Staff recommends City Council approval of an agreement with Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) in the amount of \$557,695.00 to provide professional services to design the extension of Sain Street to connect to Vantage Drive and the authorization for the Mayor to execute said agreement, and approval of the attached Budget Adjustment. The executed agreement will then be sent back to AHTD for approval by FHWA and obligation of federal funds.

BACKGROUND:

Federal-aid Surface Transportation Program-Attributable (STP-A) funds are now available to Northwest Arkansas after the Census Bureau determined the urbanized population to be over 200,000 and the FHWA designated Northwest Arkansas as a Transportation Management Area (TMA). In becoming a TMA, the Northwest Arkansas Regional Planning Commission, of which Fayetteville is a member, will have STP-A discretionary funding available at approximately \$7M per year. Under current legislation, these STP-A funds can be utilized for all permitted transportation projects at the discretion of the TMA Policy Committee.

An application for federal funding of the Sain Street Extension between N. Front Street and Vantage Boulevard was submitted to and selected by the Northwest Arkansas Regional Planning Commission (NWARPC). On September 24, 2014, the NWARPC approved funding of the design phase for \$320,000 (80%) from STP-A funds, but the City must provide a minimum 20% local match of \$80,000 for a total of \$400,000. Other project phases such as right-of-way, utilities and road construction will be submitted for future year's available STP-A funding.

In October 2015, the AHTD sent a letter to the FHWA requesting that the remaining unexpended High Priority Projects funds for the Fayetteville Expressway Economic

Development Corridor (FEEDC) be transferred to the Sain Street Extension as it is included in the original study prepared for the FEEDC. If approved, staff expects to receive approximately \$100,000. This would bring the total of available Federal-aid funds to approximately \$420,000.

DISCUSSION:

Letters Of Interest for this project were received from 7 (seven) engineering firms of which 3 (three) were "short listed" by the Selection Committee to submit proposals. Burns & McDonnell Engineering Company, Garver Engineers and Jacobs Engineering Group submitted proposals to the City on July 31, 2015. After reviewing the proposals, the Selection Committee met on August 13th to compile the evaluation forms and make a final consultant selection which was Burns & McDonnell Engineering Company.

Burns & McDonnell has provided a proposed scope and fee in the amount of **\$557,695.00**. This contract will be paid based on hourly rates for work completed, up to the total contract amount for professional engineering services for the Sain Street Extension from N. Front Street to Vantage Blvd., including a bridge over Mud Creek. The proposed improvements will begin at N. Front Street and proceed easterly approximately 2,400 linear feet to tie into the existing signalized intersection of Vantage Drive & Joyce Blvd.

The consultant will provide environmental documentation, surveys, geotechnical studies, hydraulic studies, roadway & bridge design and plans, right of way plans, and bidding services. Storm drainage systems, relocated utility facilities, maintenance of traffic and other incidental systems and facilities will be designed and constructed as necessary. All work and contract requirements shall conform to requirements of the Federal Highway Administration (FHWA), AHTD and the City.

This design agreement has allotted 18 (eighteen) months for completion, however, this time frame may be extended depending upon the review workload of the Arkansas State Highway and Transportation Department (AHTD). The consultant will prepare and submit final plans and specifications to the City and will assist the City in throughout the bidding process.

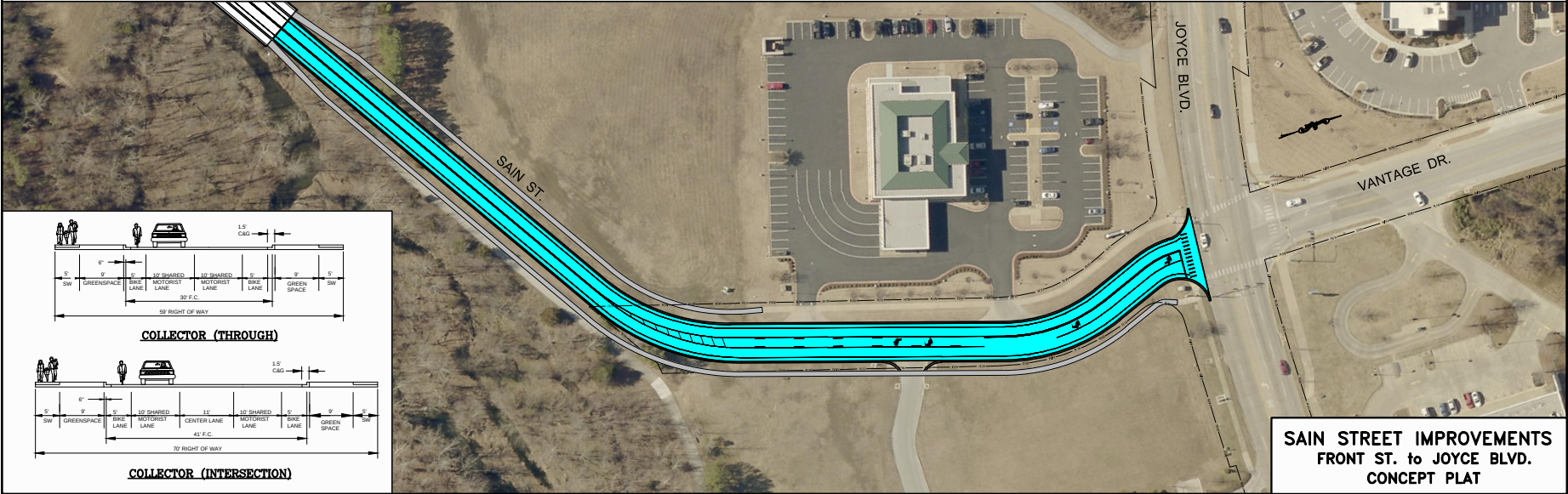
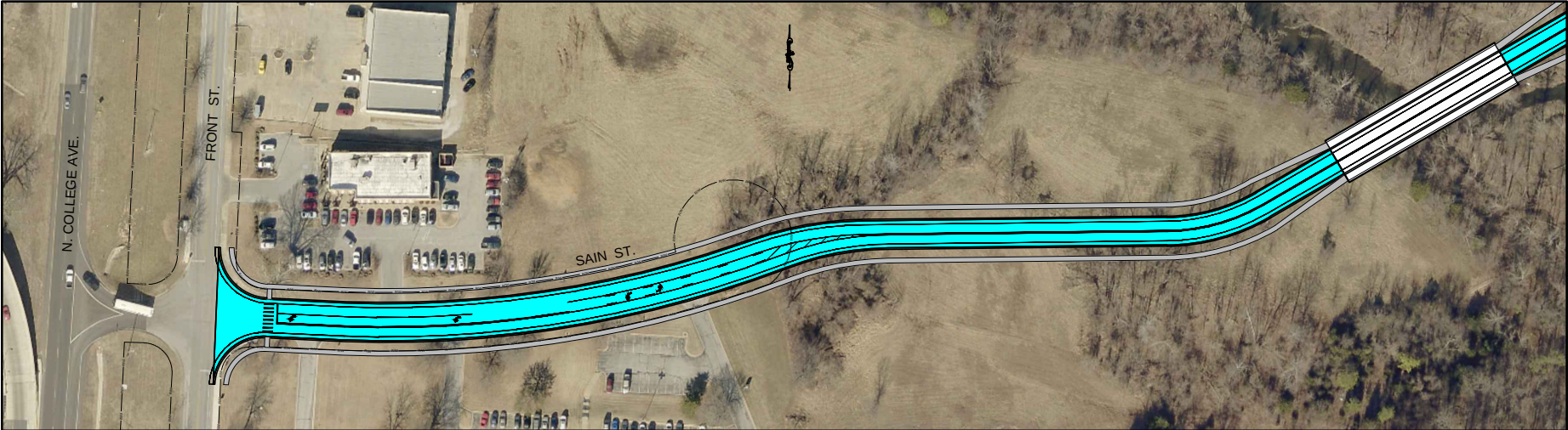
Once the construction contract is awarded, the City will have the opportunity to amend this agreement with Burns & McDonnell to add construction administration services, if needed, depending upon City staff availability. If this option is chosen, a supplemental agreement would be prepared and brought before City Council for approval.

BUDGET/STAFF IMPACT:

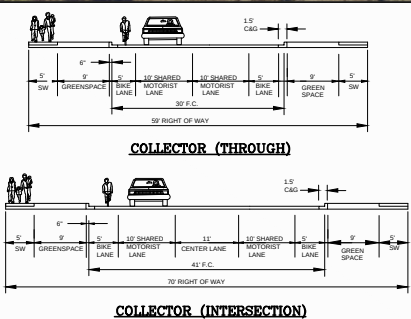
This project is based on an Agreement Of Understanding with AHTD in which Federal-aid money will pay 80% of the contract amount, with a maximum federal aid amount of approximately \$420,000. The City will be responsible for the 20% match plus all additional funds above the Federal-aid amount available. City funds will be from the Transportation Bond Program fund. The cost of these services will not exceed **\$557,695.00**, with the City's portion estimated at \$137,695.

Attachments:

Agreement for Engineering Services
Purchase Order



**SAIN STREET IMPROVEMENTS
FRONT ST. to JOYCE BLVD.
CONCEPT PLAT**



AGREEMENT
FOR
ENGINEERING SERVICES
(LOCAL VERSION – COST PLUS FEE)

JOB NO. 040688
FEDERAL AID PROJECT (“FAP”) NO. STPU-9142(39)
Sain Street Extension (Fayetteville) (S)
Washington County

PREAMBLE

THIS AGREEMENT, entered into this ____ day of _____, _____, by and between the City of Fayetteville, in Washington County, Arkansas (“Owner”), and Burns & McDonnell Engineering Company, Inc., (“Consultant”), a corporation existing under the laws of the State of Missouri, with principal offices at 9400 Ward Parkway, Kansas City, Missouri 64114.

WITNESSETH:

WHEREAS, the City of Fayetteville is planning to construct an extension of Sain Street to connect to Vantage Drive including a bridge over Mud Creek along with performing various traffic engineering studies; and,

WHEREAS, the City of Fayetteville’s forces are fully employed on other urgent work that prevents their early assignment to the aforementioned work; and,

WHEREAS, Burns & McDonnell’s staff is adequate and well qualified, and it has been determined that its current workload will permit completion of the project on schedule.

NOW THEREFORE, it is considered to be in the best public interest for the City of Fayetteville to obtain the assistance of Burns & McDonnell in connection with engineering services. In consideration of the faithful performance of each party of the mutual covenants and agreements set forth hereinafter, it is mutually agreed as follows:

1. PRELIMINARY MATTERS

- 1.1. “Consultant’s Representative” shall be Steven Beam, PE, until written notice is provided to the Owner designating a new representative.
- 1.2. “Contract Ceiling Price.” The Contract Ceiling Price for this Agreement is **\$557,695**. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Owner under this Agreement exceed the Contract Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.
- 1.3. “Contract Price” is aggregate amount of allowable costs and fees to be paid by the Owner under this Agreement.
- 1.4. “Default” means the failure of the Consultant to perform any of the provisions of this Agreement. *Default includes, but is not limited to, failure to complete phases of the work according to schedule or failure to make progress in the work so as to endanger timely performance of this Agreement, failure to pay subcontractors in a timely manner, failure to comply with federal and state laws, and failure to comply with certifications made in or pursuant to this Agreement.*

- 1.5. "Department" or "AHTD" means the Arkansas State Highway and Transportation Department.
- 1.6. "DOT" means the United States Department of Transportation.
- 1.7. "FAR" means the Federal Acquisition Regulations, codified in 48 C.F.R.
- 1.8. "Fee" whether fixed or otherwise is a dollar amount that includes the Consultant's profit on the job.
- 1.9. "FHWA" means the Federal Highway Administration.
- 1.10. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Consultant under this Agreement shall be **200.61** percent or less. If applicable, the Indirect Cost Rate for each subcontractor shall be listed in Appendix B.
- 1.11. "Title I Services" are those services provided by the Consultant before the award of the contract for the construction of the Project, consisting primarily of engineering services for the planning or design of the Project.
- 1.12. "Title I Services Ceiling Price." The Title I Services Ceiling Price for this Agreement is **\$557,155**. The Title I Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title I Services. In no event, unless modified in writing, shall total payments by the Owner related to Title I Services exceed the Title I Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Title I Services Ceiling Price.
- 1.13. "Title II Multiplier" (if applicable) is the mark-up by which the fee and indirect costs associated with Title II services are calculated. The Title II Multiplier, which accounts for the fee and indirect costs, is multiplied by the salary rate, as shown on the Schedule of Salary Ranges, of the particular individual(s) performing the Title II services. The Title II Multiplier for the term of this Agreement is **3.367** or less.
- 1.14. "Title II Services" are those services provided by the Consultant after the award of the contract for the construction of the Project, consisting primarily of engineering services during the construction of the Project.
- 1.15. "Title II Services Ceiling Price". The Title II Services Ceiling Price for this Agreement will be added by supplemental agreement at a later date. The Title II Services Ceiling price is the maximum aggregate amount of all payments that the Owner may become obligated to make under this Agreement for fees and costs related to Title II Services. In no event, unless modified in writing, shall total payments by the Owner related to Title II Services exceed the Title II Services Ceiling Price. The Consultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Owner, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title II Services exceeding the Title II Services Ceiling Price.

2. TYPE OF AGREEMENT

- 2.1. This Agreement is a cost-plus-fixed-fee contract. The Consultant is being hired to perform professional engineering services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Consultant a fixed fee. If Title II services are to be performed, the Owner will reimburse the Consultant for allowable direct costs and also

pay the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.

- 2.2. The Project to be performed under this Agreement is a federally-assisted project and federal funds will be used, in part, to pay the Consultant. Therefore, notwithstanding any provision of this Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, and the Consultant shall certify the accuracy of all invoices and requests for payment, along with supporting documentation and any information provided in determining the Indirect Cost Rates.

3. COSTS, FEES, AND PAYMENT

3.1. *Allowable costs.*

3.1.1. Allowable costs are subject to the limitations, regulations, and cost principles and procedures in 48 C.F.R. Part 31, which are expressly incorporated into this Agreement by reference. For the purpose of reimbursing allowable costs (except as provided in subparagraph 2 below, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term *costs* includes only—

3.1.1.1. Those recorded costs that, at the time of the request for reimbursement, the Consultant has paid by cash, check, or other form of actual payment for items or services purchased directly for the Agreement;

3.1.1.2. When the Consultant is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for—

- Materials issued from the Consultant's inventory and placed in the production process for use in its performance under this Agreement;
- Direct labor;
- Direct travel;
- Other direct in-house costs; and
- Properly allocable and allowable indirect costs, as shown in the records maintained by the Consultant for purposes of obtaining reimbursement under government contracts; and
- The amount of progress payments that have been paid to the Consultant's Subconsultants under similar cost standards.

3.1.2. Consultant's contributions to any pension or other post-retirement benefit, profit-sharing or employee stock ownership plan funds that are paid quarterly or more often may be included in indirect costs for payment purposes; *provided*, that the Consultant pays the contribution to the fund within 30 days after the close of the period covered. Payments made 30 days or more after the close of a period shall not be included until the Consultant actually makes the payment. Accrued costs for such contributions that are paid less often than quarterly shall be excluded from indirect costs for payment purposes until the Consultant actually makes the payment.

3.1.3. Notwithstanding the audit and adjustment of invoices or vouchers, allowable indirect costs under this Agreement shall be obtained by applying Indirect Cost Rates established in accordance with Subsection 3.3 below.

3.1.4. Any statements in specifications or other documents incorporated in this Agreement by reference designating performance of services or furnishing of materials at the Consultant's expense or at no cost to the Owner shall be disregarded for purposes of cost-reimbursement.

3.2. *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Consultant:

3.2.1. SCHEDULE OF SALARY RANGES

Staff Classification	Low Rate per Hour	High Rate per Hour
Firm Principal	\$80.00	\$120.00
Project Director	\$50.00	\$72.00
Project Manager/ Associate	\$35.00	\$66.00
Senior Engineer	\$35.00	\$60.00
Staff Engineer	\$25.00	\$42.00
Structural Engineer	\$35.00	\$54.00
GIS / CADD Technician	\$17.00	\$42.00
Geotechnical Engineer	\$35.00	\$66.00
Lead Environmental Scientist	\$50.00	\$72.00
Senior Environmental Scientist	\$35.00	\$60.00
Staff Environmental Scientist	\$18.00	\$42.00
Public / Government Affairs	\$30.00	\$66.00
Creative / Graphic Design	\$13.00	\$36.00
Administrative Assistant	\$15.00	\$26.00

3.2.2. The Owner shall reimburse the Consultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Consultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.3. *Indirect Cost Rates.*

3.3.1. Allowable indirect costs incurred by the Consultant shall also be reimbursed by the Owner at the Indirect Cost Rate. The Indirect Cost Rate of the Consultant for this Agreement shall be the rate as set forth in subsection 1.10. If applicable, the Indirect Cost Rate for subcontractors shall be determined in the same manner and subject to the same limitations as the Consultant, and shall be listed for each subcontractor identified in Appendix B. The Indirect Cost Rate, or any adjustment thereto, shall not change any monetary ceiling, contract obligation, or specific cost allowance, or disallowance provided for in this Agreement except as provided for in sections 3.3.4. and 3.3.5. The Indirect Cost Rate must reflect the allowable indirect costs pursuant to 48 C.F.R. Part 31 ("FAR").

3.3.2. In establishing the Indirect Cost Rate or proposing any adjustment thereto, the Consultant shall, upon request, submit to the Owner, FHWA, or their representatives an audited indirect cost rate and supporting cost data in accordance with the requirements set forth in the current *Arkansas State Highway & Transportation Department Indirect Cost Rate Audit Requirements*.

- 3.3.3. During the term of this Agreement, if an audit of a subsequent accounting period of the Consultant demonstrates that the Consultant has incurred allowable indirect costs at a different rate than the Indirect Cost Rate, the Indirect Cost Rate shall be adjusted. Any adjustment is subject to the audit and documentation requirements of the FAR and the current *Arkansas State Highway & Transportation Department Indirect Cost Rate Audit Requirements*. Except in the case of a provisional Indirect Cost Rate, as provided in the following subparagraphs, or the disallowance of cost following a subsequent audit, any adjustment to the Indirect Cost Rate shall be effective only prospectively from the date that the adjustment is accepted.
- 3.3.4. In order to expedite some projects, when an audited indirect cost rate has not yet been submitted and approved, the Owner may extend a temporary waiver and accept a provisional indirect cost rate. This provisional rate must be reviewed by, and receive a positive recommendation from the Arkansas State Highway and Transportation Department's Chief Auditor. The provisional cost proposal must be accompanied by written assurance from an independent CPA that he/she has been engaged to audit the costs in accordance with the above requirements. The anticipated audit must be based on costs incurred in the most recently completed fiscal year for which the cost data is available, with the audit scheduled to begin within a reasonable time frame. If the date of the initial cost proposal is within the last quarter of the current fiscal year, the audit may be delayed until the current fiscal year is closed and the final cost data is available. The written assurance from the CPA that he or she has been engaged to perform the audit at an appropriate time is still required.
- 3.3.5. Once an audited indirect cost rate is approved, the ceiling prices provided for in the initial agreement using the provisional indirect cost rate will be adjusted with a supplemental agreement to implement the resulting increase or decrease from revising the indirect cost rate, and all amounts paid the consultant prior to receipt and acceptance of an audited indirect cost rate will be retroactively adjusted for changes in the indirect cost rate. However, no changes in hours, fixed fees, or other costs will be allowed as a result of applying the audited indirect cost rate.
- 3.4. *Fees.* The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Owner shall pay to the Consultant a fixed fee of **\$35,192** for Title I Services. For Title II Services, if applicable, the Owner shall reimburse the Consultant for allowable direct costs and also pay to the Consultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II Services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier. The Title II Multiplier shall account for all fees and indirect costs associated with Title II services.
- 3.5. *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:
- 3.5.1. Not more often than once per month, the Consultant shall submit to the Owner, in such form and detail as the Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Owner.
- 3.5.2. In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Consultant under this Agreement which meets the standards of quality established under this Agreement. The Consultant shall submit with the estimates any supporting data required by the Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.
- 3.5.3. Upon approval of the estimate by the Owner, payment upon properly executed vouchers shall be made to the Consultant, as soon as practicable, of 100 percent of the allowed costs, and

of 90 percent of the approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.

3.5.4. Before final payment under the Agreement, and as a condition precedent thereto, the Consultant shall execute and deliver to the Owner a release of all claims which are known or reasonably could have been known to exist against the Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Consultant from the operation of the release in amounts stated in the release.

3.6. *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.7. *Final payment.*

3.7.1. The Consultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Owner may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Consultant's compliance with all terms of this Agreement, the Owner shall promptly pay any balance of allowable costs and any retainage owed to the Consultant. After the release of said retainage Consultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.

3.7.2. The Consultant shall pay to the Owner any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Consultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Consultant has been reimbursed by the Owner. Reasonable expenses incurred by the Consultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Owner. Before final payment under this Agreement, the Consultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Owner, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Consultant has been reimbursed by the Owner under this Agreement; and,
- A release discharging the Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.8. *Owner's Right to Withhold Payment.* The Owner may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Consultant and made against the Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Consultant's default or unsatisfactory performance of services. The withholding of

payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. DISALLOWANCE OF COSTS

- 4.1. Notwithstanding any other clause of this Agreement, the Owner may at any time issue to the Consultant a written notice of intent to disallow specified costs incurred or planned for incurrence under this Agreement that have been determined not to be allowable under the contract terms.
- 4.2. Failure to issue a notice under this Section shall not affect the Owner's rights to take exception to incurred costs.
- 4.3. If a subsequent audit reveals that: (1) items not properly reimbursable have, in fact, been reimbursed as direct costs; or (2) that the Indirect Cost Rate contains items not properly reimbursable under the FAR; then, in the case of indirect costs, the Indirect Cost Rate shall be amended retroactively to reflect the actual allowable indirect costs incurred, and, in the case of both direct and indirect costs, the Owner may offset, or the Consultant shall repay to Owner, any overpayment.

5. RECORDS & AUDITS

- 5.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 5.2. *Examination.* The Consultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Consultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 5.3. *Supporting Data.* If the Consultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
 - The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;
 - Discussions conducted on the proposal(s), including those related to negotiating;
 - Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,

- The amount and basis of any claim or dispute.
- 5.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Consultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 5.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 5.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—
- 5.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,
- 5.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.
- 5.7. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

6. DESCRIPTION OF THE PROJECT

- 6.1. The City of Fayetteville ("the Owner") is to engage a design firm or a team of design firms to provide professional engineering services for the extension of Sain Street for approximately 2,000 linear feet from N. Front Street to Vantage Drive including a new bridge over Mud Creek in Fayetteville, Arkansas. Preliminary engineering plans showing the future connection to the Fulbright Expressway and the new flyover bridge shall also be required.
- 6.2. The proposed project will provide environmental documentation, surveys, geotechnical studies, hydraulic studies, roadway & bridge design and plans, right of way plans, and bidding services. Title II services are not a part of this project at this time but may be added through a Supplemental Agreement. Storm drainage systems, relocated utility facilities, maintenance of traffic and other incidental systems and facilities will be designed and constructed as necessary. Traffic signalization plans and/or modifications may be needed at the intersection of N. Front Street & College Avenue (Hwy 71B). The Work Zone Policy impact is considered non-significant.
- 6.3. This project includes federal funds along with review and approval of the work by the Arkansas State Highway and Transportation Department (AHTD). All work and contract requirements shall conform to requirements of the Federal Highway Administration (FHWA), AHTD and the Owner.
- 6.4. The plans will not be required to be prepared in standard AHTD format.

7. INFORMATION AND TITLE I SERVICES TO BE PROVIDED BY THE CONSULTANT

7.1. ENVIRONMENTAL CLEARANCE DOCUMENTATION

7.1.1. ENVIRONMENTAL DATA COLLECTION

Preliminary environmental data associated with the proposed project area will be collected and assessed for the social, economic, and environmental impacts area, including, but not restricted to:

- Air Quality
- Noise Quality
- Hazardous Materials
- Wetlands and Stream Impacts
- Water Quality, including Public Drinking Supplies
- Farmland
- Land Use and Land Cover
- Migratory Birds
- Terrestrial and Aquatic Communities
- Endangered and Threatened Species
- Economic
- Community
- Relocations, including Homes, Businesses, Non-profit Organizations, and Tenants of all types. If there will be more than five relocatees, a Conceptual Stage Relocation Study that complies with the Uniform Relocation Assistance Act (49 CFR24.205) will be required in the environmental document.
- Environmental Justice and Title VI
- Recreational Areas
- Archeological and Historic Sites
- Visual
- Section 4(f) and 6(f)
- Secondary and Cumulative Impacts

7.1.2. ENVIRONMENTAL CONSTRAINTS MAP

All environmental data collected will be transferred to appropriately scaled aerial photographs to produce a map that indicates all known environmentally sensitive areas and provided to the Design Consultants for avoidance and minimization of impacts. Environmentally sensitive areas should be provided to the Roadway and Bridge Design Consultants for notation on the plans as a restraining condition on the Contractor, in accordance with Section 107.10 of the Standard Specifications for Highway Construction. Contract Special Provisions should be developed as necessary to provide protection for environmental sensitive areas or features and to provide guidance to the Contractor.

7.1.3. TIER THREE CATEGORICAL EXCLUSION

The Consultant will perform social, economic, and environmental studies for inclusion in the environmental documentation. Improvements of the road along the existing alignment and one alternative alignment will be analyzed. The goal is to provide the documentation necessary to obtain FHWA approval of a categorical exclusion (CE) document. The work to be performed shall consist of preparing a CE document based on National Environmental Policy Act (NEPA) processes for the proposed project in accordance with AHTD and FHWA policies and procedures. It is anticipated that minimal additional right-of-way is required.

The objectives of this task are: (1) to describe the existing social, economic and physical conditions within the corridor; (2) to identify and evaluate the short-term and long-term impacts of the proposed improvements; and (3) to identify and recommend mitigation measures to be incorporated in the design and/or operation plan for the project. The services described herein are based on NEPA processes.

7.1.4.CULTURAL RESOURCES AND HISTORIC PROPERTIES

Perform a cultural resources impact evaluation based on state records research and an on-site inspection. Develop a cultural resources report documenting existing impacts or other conditions which may preclude the presence of intact archeological deposits and historic structures within the project area for a proposed project. The purpose of an impact evaluation is to determine whether conditions in the project area are suitable for preservation of archeological deposits with sufficient integrity to be eligible for inclusion in the National Register of Historic Places (NRHP) or for designation as state landmarks.

Coordinate with FHWA through AHTD for tribal consultation and correspondence. The Consultant will prepare tribal letters per the AHTD letter template for submittal to FHWA through AHTD.

The surveys will provide sufficient information (i.e., a Phase I survey and report) to allow the State Historical Preservation Office (SHPO) to make a determination of effect regarding the project. It is anticipated for budgeting purposes that a cultural resources report will be required. All work under this task shall be completed in accordance with customary AHTD guidelines and format.

7.1.5.BIOLOGICAL INVESTIGATIONS

The Consultant will conduct wetland surveys and delineations to determine the limits of all jurisdictional waters of the United States and potential jurisdictional wetlands within the project limits. The area of project impact to jurisdictional waters, including wetlands and streams, will be determined to permit the project under Section 404 of the Clean Water Act. Wetlands will be delineated using the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual of 1987 and applicable supplemental guidance published by the USACE for the project location.

The Consultant will contact the U.S. Fish and Wildlife Service (USFWS) to ensure all state and federally listed threatened and endangered species of concern are identified, as well as their habitat areas, to avoid/minimize impacts. This coordination will assist in providing guidelines from these agencies on existence, habitat and mitigation. If suitable habitat for any listed threatened or endangered species is encountered within potential location alternatives, it may be necessary to survey for the species. Presence and absence surveys for any listed threatened or endangered species are not included as a part of this scope.

7.1.6.HAZARDOUS/REGULATED MATERIALS

The Consultant shall conduct a literature and database review and a visual survey to identify potential hazardous/regulated material sites in the vicinity of the proposed project. The results of this effort shall be documented in the CE. The work shall include:

- Overview and Summary of Hazardous Materials Sites within Study Area- This initial screening will include a review and evaluation of applicable state and federal regulatory agency databases.
- Identification of Sites of Concern - A review and evaluation of the following list will be performed for the reasonable and feasible alternatives:
 - Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA)
 - National Priorities List (NPL)

- Resource Conservation and Recovery Act (RCRA)
 - Regulated Storage Tanks (RST)
 - State Superfund
 - Solid Waste Landfills.
- Visual survey of study area.

7.1.7. OTHER ENVIRONMENTAL STUDIES, ANALYSES AND INVESTIGATIONS

The Consultant shall work with both the Roadway and Bridge Designers to ensure all environmental commitments and regulatory requirements are incorporated into project plans and contracts by use of plan sheet notes, general notes and special provisions.

The Consultant shall conduct all other environmental studies, analyses and investigations in accordance with FHWA/ AHTD requirements for a CE for a transportation improvement project. The other environmental studies, analyses, and investigations will include the following: air quality, noise quality, hazardous materials, wetlands and stream impacts, water quality, including public drinking supplies, farmland impacts, land use and land cover, terrestrial and aquatic communities, endangered and threatened species, economic, community, environmental justice and Title VI, recreational areas, archeological and historic sites, visual, and Section 4(f) and 6(f) properties.

7.1.8. PUBLIC INVOLVEMENT MEETING

The Consultant will plan, coordinate, participate in, and assist the Owner in conducting one Public Involvement Meeting near the project area. The Consultant will identify the logistics involved in selecting the meeting site with the Owner. The Owner will subsequently secure/reserve and pay any rental costs for such site and any necessary equipment.

The Consultant will prepare and submit notice of public involvement meeting to the Owner and AHTD for review and approval, and will place the approved notice in a local newspaper in accordance with AHTD policies and requirements. The Owner will be responsible for payment of the publication of legal notices and ads.

The Consultant will prepare public involvement displays, sign-in sheets, comment sheets, and other materials for the Public Involvement Meeting as necessary. The Consultant will provide adequate numbers of handouts and displays for the public involvement meeting and will provide four (4) personnel to support the Public Involvement Meeting by being prepared to answer questions and explain all concepts of the proposed project.

As directed by the Owner, the Consultant will obtain Project Mailing List database from the Owner and update as necessary. The Consultant will develop and maintain the Project Mailing List database of names/addresses to be utilized in distributing the Public Meeting notice. Persons attending the Public Meeting will be added to the database when requested.

The Consultant will compile and document the comments received at the Public Meeting in the form of a synopsis that will include comments forms, letters, attendance sheets, summary of input, response to public comments, etc. This will include photographs or copies of informational displays, handouts, etc.

7.1.9. PREPARE CATEGORICAL EXCLUSION DOCUMENT

A draft CE will be prepared and submitted electronically to the Owner, AHTD and FHWA for review and comment. Any necessary revisions to the draft CE will be incorporated. Submit final draft to the Owner and AHTD for FHWA approval. All work on the project shall conform to the applicable requirements of the AHTD/FHWA as defined at the time of the notice to proceed. Consultant will provide designated number of copies of environmental document after FHWA approval and distribute as directed. The Consultant will provide the pdf version of the CE document to the appropriate entities.

This Scope of Services does not include the preparation of an individual or programmatic Section 4(f) Evaluation (required for impacts to parkland, recreation land, historic sites), conducting or attending a public hearing, right-of-entries, formal or informal Section 7 consultation with the USFWS biological assessment/biological evaluation (associated with endangered species/habitat impacts), USACE Section 10 permit, USACE Section 404 Individual Permit, USACE field verification, adjustment of staked boundaries subsequent of a USACE field verification visit, Arkansas Department of Environmental Quality (ADEQ) Section 401 Tier II permitting, any mitigation designs or plans associated with Section 404 permitting. If any of these services are necessary, a supplemental agreement establishing the scope and fee for services will be developed.

7.2. FIELD SURVEYS AND MAPPING

7.2.1. The Consultant shall be responsible for obtaining all required aerial photography and topographic mapping. The consultant shall also be responsible for all field surveys including topographic surveys, hydraulic surveys, property surveys, and utility surveys, as needed, to identify all existing features along the project including soil borings and establishing project control. Surveying procedures and requirements as established by AHTD Survey Procedures Manual do not apply to this project.

7.2.2. All services performed shall be consistent with Arkansas minimum standards and in compliance with Arkansas laws and regulations governing the practice of Land Surveyors and with all Federal, State and Local laws, regulations and ordinances applicable to the work.

7.3. FHWA ENGINEERING & OPERATIONAL ACCEPTABILITY REVIEW

7.3.1. In November 2010, the Owner received FHWA & AHTD approval of the Technical Memorandum for the Sain Street Connection. This is a supplemental document to the approved Engineering and Operational Acceptability Report for the Fulbright Expressway/ U.S. 71B Interchange that was approved in March 2009. This approval was only valid for a 3 (three) year period. The Owner desires to keep this approval active.

7.3.2. The Consultant shall be required to update the Technical Memorandum utilizing forecasted traffic volumes for the year 2035 and recognizing that the Flyover is now open to traffic and confirm that the proposal is still sufficient. If not, then additional analysis may be required to "maintain" the Owner's approval for this connection. This additional analysis will require a Supplemental Agreement for these services. The revised & update addendum shall be submitted to AHTD & FHWA for their approval (2 copies for AHTD & 2 copies for the Owner, plus one electronic pdf).

7.4. ROADWAY DESIGN AND PLANS

Submit an updated cost estimate with each design review, include costs for utilities, etc. as applicable.

7.4.1. CONCEPTUAL ALIGNMENTS/ALTERNATIVES (15% Submittal)

Due to the possibility of encountering items of archeological significance along Mud Creek at the proposed bridge location, the Owner would like the Consultant to prepare a feasibility study addressing transportation alternatives to accomplish the same goal of improving transportation efficiency by utilizing different alignment alternatives, different existing roadways, improving existing intersections, etc. to alleviate traffic congestion with or without the proposed Sain Street Connection.

7.4.2. CONCEPTUAL ROADWAY DESIGN (30% Submittal)

Submit design criteria to be used in the design of the project for approval by the Owner prior to beginning preliminary design work.

Provide application for a Conditional Letter of Map Revision (CLOMR) for the proposed bridge crossing to the Owner for review and approval by the City Floodplain Administrator. The existing flood insurance study hydraulic model for Mud Creek is available in HEC-RAS format which will be updated by the Consultant to include the proposed bridge and roadway.

Submit 30% plans for review by the Owner to include at a minimum: the proposed alignment with horizontal curve data, grades with vertical curve data, outline of proposed bridge showing length & width, limits of construction, existing property lines and right/s of way, floodway and floodplain limits, and existing aerial photography and/or topographic survey.

Analyze the Joyce Boulevard & Vantage Drive intersection to provide an adequate left turn storage lane along with minor realignment of the southern leg of Vantage Drive to meet the design standards for a collector street. Also analyze the need for a short left turn lane for E. Rainforest Road so that traffic will not back up into Joyce Boulevard. The scope of improvements contemplated in this Scope of Work does not include improvements to Joyce Boulevard nor improvements to Vantage Drive north of Joyce Boulevard.

Based on the required clear span length of the proposed bridge, and considering cost & long term maintenance of this structure, the Consultant shall compare at least two different bridge design alternatives and make recommendation to the Owner.

Additionally, the 30% plans require submittal of proposed alignments and profiles for westbound (WB) Sain Street Extension tying into the flyover bridge; eastbound (EB) Sain Street Extension exiting the Fulbright Expressway going under both the flyover bridge & northbound (NB) College Avenue and connecting to the intersection of Front Street; and NB College Avenue raised with a new bridge spanning over the EB Sain Street Extension. All vertical clearances to bridge members shall meet Federal guidelines. The Consultant shall also submit plans showing the safe future operation of the Sain Street & Front Street intersection in relation to both the on ramp and off ramp of the future Sain Street connections to the Fulbright Expressway. Only 30% plans will be required for these future connections.

Provide four (4) paper copies half size sheets (11x17), one electronic pdf, and AutoCad/Civil 3D files for plan review.

7.4.3. PRELIMINARY ROADWAY DESIGN (50% Submittal)

Obtain soil borings for pavement design.

Provide pavement design alternatives according to the requirements of the Roadway Design Plan Development Guidelines using AASHTO design procedures, and submit recommendation to Owner and AHTD for approval.

Provide the roadway plan sheets. A field inspection for each project may be performed at the 50% and 90% review level. Preliminary plans shall be submitted at the 50% level for AHTD approval of the geometric design, title sheet, and typical sections as defined in Attachment A of the Roadway Design Plan Development Guidelines.

The Consultant shall prepare all design related displays to be used at the public meeting when needed. This includes, but is not limited to plans of the proposed route illustrating the proposed horizontal and vertical alignments complete with all bridge structure and all proposed and existing right of way requirements, including easements. The Consultant shall assist the Owner at the meeting by answering and explaining all concepts of the proposed design. The Consultant shall also be responsible for developing a written transcript of the public comments and provide written responses to each comment. This written transcript shall be furnished to the Owner for the completion of the project certification.

The preliminary roadway plans (50% submittal) shall show, as a minimum:

- The title sheet shall generally conform to the AHTD standard title sheet.
- The typical sections will include notes pertaining to slopes, tolerances, leveling, and other items. The typical sections will contain information depicting the width of the subgrade, all lanes, shoulders, and clear zones. The side slopes (run/rise) and finished grade cross slopes (ft./ft.) will also be shown. The point of profile will be defined and the location of pipe underdrains if needed will be illustrated. The location and shape for all ditches will be also be depicted.
- Based on traffic data and geotechnical investigations, pavement design recommendations will be delivered to the Owner and AHTD for their review and approval. Pertinent data and design calculations will be provided as well as the actual pavement section recommendations. The approved pavement designs will be incorporated into the typical sections.
- Project specific details required to properly construct elements of the job that are not covered in the standard drawings or other plan drawings will be developed as needed.
- Control detail sheets of the survey baseline and design centerline with control point data in accordance with the standard used by the Roadway Design Division of AHTD (required only if survey is necessary).
- Roadway Plan & Profile Sheets
 - The plan and profile sheets will contain information including the following in the plan view: proposed centerline and travel lanes, existing topography, existing utilities, horizontal geometry (curve data, PI's, bearings), north arrow, lane and shoulder dimensions, taper dimensions, proposed driveways and side streets, proposed cross drains and related construction notes, bridge beginning and ending stations, sketch of bridge layouts, guardrail locations, turning radii, limits of existing and proposed right-of-way and control of access (including fence), permanent and temporary construction easements, construction limits, location of right-of-way points and benchmarks, floodplain limits, and other data as required.
 - The plan and profile sheets will contain information including the following in the profile view: proposed vertical geometry (including VPI's, grades, and ditch grades), superelevation station limits, benchmarks, existing ground profile, and drainage information.
- Maintenance of Traffic Plans (50%)
 - The maintenance of traffic signing details will suggest a sequence of construction to complete major phases of the project. It will clearly identify barricades to be placed, striping to be removed, striping to be placed prior to diversion of traffic, and possible detour routes and the stages required to maintain traffic during construction. These details will supplement AHTD standard drawings TC-1, TC-2, TC-3, TC-4, and TC-5.

- Signing & Pavement Marking Plans (50%)
- Erosion control plans
- Water & Sewer Facilities

As directed by the Owner and based on findings from the 30% design phase, the Consultant will produce plans related to the relocation of existing water and sewer facilities which are directly affected by the project.

Provide four (4) paper copies (half size 11x17), one electronic pdf, and AutoCad/Civil 3D files of plans for right of way review, and 50% plan review.

Attend preliminary field inspection, if required.

Make revisions necessary to respond to comments made at the 30% review as well as comments made at the preliminary field inspection.

Provide design information necessary for environmental documentation and environmental permits to be obtained by the Consultant.

Provide an interim construction cost estimate.

7.4.4.FINAL ROADWAY DESIGN (90% Submittal & 100% Submittal)

The objective of this phase is to complete roadway, bridge, and right-of-way plans for the project. In the final design phase, comments from the 50% submittal will be addressed, all quantities will be calculated, right-of-way plans developed, and a construction cost estimate calculated. The final plans review will be performed and comments will be incorporated into the final plans. Comments from the 90% submittal will be incorporated and final design of the roadway and bridge will proceed with the written approval by the Owner or the AHTD.

Comments from the review of 50% plans will be incorporated in 90% plans and all sheets will be updated with appropriate quantity callouts once quantities are tabulated.

The permanent pavement marking details illustrate pavement markings and traffic sign placement. All signing, striping and delineation will be in accordance with the latest edition of the Manual of Uniform Traffic Control Devices and shall conform to AHTD and federal regulations, laws and policies. These details will supplement AHTD standard drawings PM-1 and PM-2.

Survey control sheets will show the horizontal and vertical control points and horizontal alignment data in plan view at the appropriate scale. The following information will be provided: Traverse Point Table-Point number, northing, easting, and elevation (if applicable). Horizontal alignment data-Curve number, point type (PC/PI/PT), station, northing, and easting. The appropriate notes will also be included.

Erosion control plans will be developed and will include temporary measures that will be put in place at the start of construction. The information for temporary measures include the location of silt fences (station/offset at PI's), rock berms, sediment basins, as well as other strategies to prevent pollution of streams by stormwater runoff from the project site. Permanent erosion control measures that will be left in place after construction is complete will also be noted.

Cross sections for all roadways will be shown at a 1:1 scale and include the items required in the "Roadway Design Plan Development Guidelines". In addition, any matchlines will be labeled and sections will be provided at bridge beginning and ending stations, begin/end

tapers, nose points, begin/end auxiliary lanes, and any pipes/culverts perpendicular to centerline construction. Inlet and outlet sections will be shown for pipes/culverts on skews.

The Consultant will produce plan and profile sheets related to the relocation of existing water and sewer facilities which are directly affected by the project.

Quantities will be calculated and tabulated using the 2014 Standard Specifications for Highway Construction and the appropriate supplemental and job specific special provisions and AHTD's Roadway Design Plan Development Guidelines and Roadway Design Training Guide. The quantity sheets will display the tabulated quantities in typical AHTD format. A summary of quantities sheet will be provided that tabulates all quantity items by pay item number, description, unit, and quantity. The quantity sheets and summary of quantities will be inserted into the plans between the permanent pavement marking details and the survey control sheets

Provide special provisions.

Provide transportation management plan.

Provide construction cost estimate.

Provide four (4) paper copies (half size 11x17), one electronic pdf, and AutoCad/Civil 3D files of plans for right of way review, and 90% plan review.

Attend final field inspections, if required.

Make plan changes resulting from the 90% review, subsequent reviews, and final field inspection.

Perform all other work required to advertise and receive bids.

Provide hydraulic certification (if necessary).

Provide six (6) paper copies (half size 11x17) & one electronic pdf of the signed and sealed plans along with the final AutoCad/Civil 3D files.

7.5. BRIDGE DESIGN AND PLANS

7.5.1. CONCEPTUAL BRIDGE DESIGN (30% Submittal)

Submit design criteria to be used in the design of the project for approval by Owner & AHTD prior to beginning preliminary design work.

Based on the required clear span length of the proposed bridge, and considering cost & long term maintenance of this structure, Consultant shall compare at least two different bridge design alternatives and make recommendation to the Owner.

Provide four (4) paper copies (half size 11x17), one electronic pdf, and AutoCad/Civil 3D files for plan review.

7.5.2. PRELIMINARY BRIDGE DESIGN (50% Submittal)

Obtain subsurface borings, field testing, laboratory testing and material properties for bridge foundation, embankment design and retaining walls.

Field surveying to determine location of soil borings.

The foundation type will be determined based on geotechnical information. Footing depths will be set and pile sizes and lengths estimated.

Provide recommendations for embankment height and material requirements for bridge approaches.

Determination of overtopping floods and the effects of future roadway embankments will also be required. A scour assessment shall also be performed.

Provide two (2) half-size (11 x 17) copies of the preliminary bridge layout for review and approval.

The bridge layouts shall show, as a minimum:

- Topography
- Hydraulic data. At stream crossings shown in table form. The effects of the 100 (design) and 500 year floods, and overtopping floods shall be included. When the overtopping flood is less than the design flood, the effects of future roadway embankments will be determined and included in the table. Scour countermeasures shall be shown when applicable.
- Bridge length, width, and span lengths and types
- Design, construction, and material specifications
- Bridge foundation type, including, as applicable, estimated number and size of columns, pile sizes and lengths, etc.
- Schematic cross-section sketches of superstructure, showing deck thickness, girder type, size, and spacing, stage construction sequencing, etc.

Prepare conceptual construction work roads drawings for FEMA and Section 404 permits, as applicable.

Provide four (4) paper copies (half size 11x17), one electronic pdf, and AutoCad/Civil 3D files for plan review.

Preliminary bridge layouts shall not be submitted for review until after the 30% roadway plans have been reviewed and approved. Written approval of the bridge layout by AHTD will be required before detail bridge design and plans are begun.

7.5.3.FINAL BRIDGE DESIGN (90% & 100% Submittal)

Perform bridge design calculations based on the approved layout with any staged construction sequence. This consists of:

- Seismic analysis, if necessary
- Foundations and pile lengths
- Substructure
- Superstructure
- Elastomeric bearings
- Bridge expansion joints
- Provide complete bridge detail drawings to include end bents, intermediate bents, piles, bearings, superstructure, expansion joints, parapets, retaining walls, approach slabs, approach gutters, and bridge quantity sheets. Each detail drawing should be fully checked and signed by a checking engineer. When different detail checking engineers are used for the same bridge or for different bridges, compatibility of details between bridge components and consistency between different bridges shall be carefully checked

and confirmed by the Consultant prior to submittal. Two (2) half-size copies of the detail drawings shall be submitted for Bridge Division review prior to submittal for the final field inspection. The copies submitted for the final field inspection shall include the alterations necessary to respond to comments from the Bridge Division review.

- Provide quantities: Bridge quantities will be calculated and grouped by bridge component, and item number. The quantities will be calculated in accordance with the 2014 Edition of the AHTD "Standard Specifications for Highway Construction" and reported to the accuracy indicated on the January 19, 1997 memorandum entitled "Limits to Show on Bridge Quantity Sheets"
- Provide special provisions

Submit two (2) paper copies (half-size 11 x 17) copies of detail drawings for AHTD Bridge Division review prior to the final field inspection.

Revise and resubmit detail drawings as required to address comments from all reviews and field inspections.

Provide construction cost estimate.

Provide hydraulic certification.

Provide four (4) paper copies (half size 11x17), one electronic pdf for the 90% plan review.

Provide six (6) paper copies (half size 11 x 17) & one electronic pdf of the signed and sealed plans.

7.6. Storm Water Pollution Prevention Plan (SWPPP) SUBMITTAL

7.6.1. The Consultant shall prepare a SWPPP containing all the necessary data needed to obtain a SWPPP permit for the project, including the AHTD, ADEQ and Owner data and details.

7.6.2. The Consultant shall prepare a Short Term Activity Authorization (STAA) to be submitted to ADEQ.

7.7. RIGHT-OF-WAY PLANS

7.7.1. PRELIMINARY AND FINAL DESIGN

Provide Right-of-Way Plans. (See Attachment B "Stage Submittal of Right of Way Plans")

8. SERVICES TO BE PROVIDED BY THE OWNER AND AHTD

8.1. THE OWNER:

8.1.1. Coordinate review of environmental documentation, construction plans and specifications with AHTD.

8.1.2. Conduct the necessary public involvement meeting and public hearings.

8.1.3. Advertise and pay for advertisements for public meetings and construction bidding.

8.1.4. Provide services for acquisition of rights of way and easements.

8.2. THE AHTD:

- 8.2.1. Provide sample environmental clearance documents.
- 8.2.2. Review draft Categorical Exclusion (CE) document.
- 8.2.3. Coordinate with FHWA for tribal correspondence and document approvals.
- 8.2.4. Review final environmental documentation prepared by the Owner's consultant.
- 8.2.5. Review plans and specifications.

9. TITLE II SERVICES TO BE PROVIDED BY THE CONSULTANT

Title II Services will be added by supplemental agreement at a later date. At a minimum, the following services will be provided:

- 9.1. Provide review and approval of shop drawings and any other supplementary plans or similar data submitted by the Contractor and requiring approval.
- 9.2. When requested, provide design related solutions to construction problems and issues that may arise.

10. COORDINATION WITH OWNER

- 10.1. Coordination meetings will be conducted on an as needed basis. These meetings shall include the Consultant, the Owner, AHTD and others, as appropriate. The Consultant shall schedule these meetings with the Owner and AHTD concurrence, and compile and distribute meeting minutes, as required.

11. OFFICE LOCATION FOR REVIEW OF WORK

- 11.1. Review of the work as it progresses and all files and documents produced under this Agreement may be made by representatives of the Owner, the AHTD, and the FHWA at the project office of the Consultant located at 6815 Isaacs Orchard Road, Suite B3, Springdale, Arkansas.

12. ACCESS TO PROPERTY

- 12.1. The Consultant's services to the Owner may require entry upon private property. The Owner will present or mail to private landowners a letter of introduction and explanation, describing the work, which shall be drafted by the Consultant. The Consultant will make reasonable attempts to notify resident landowners who are obvious and present when the Consultant is in the field. The Consultant is not expected to provide detailed contact with individual landowners. The Consultant is not expected to obtain entry by means other than the consent of the landowner. If the Consultant is denied entry to private property by the landowner, the Consultant will not enter the property. If denied entry to the property, the Consultant shall notify the Owner and advise the Owner of an alternate evaluation method if one is feasible. The Owner shall decide on the course of action to obtain access to the property.

13. DELIVERABLES

13.1. ENVIRONMENTAL

- SHPO approved Cultural Resources Report prior to CE (4 copies)
- Newspaper advertisements and/or Legal Notices (English and Spanish).
- Public Meeting announcement.
- Project Mailing List database, updated as necessary, Microsoft Excel
- Technical handouts for the Public Meeting (up to 100 hard copies).
- Comment forms for the Public Meeting (up to 100 hard copies).
- Sign-in Sheets for the Public Meeting (up to 10 hard copies).
- Exhibits/displays for the Public Meeting (up to 10 exclusive displays).
- Synopsis of Public Meeting (2 copies).
- Draft CE submittal to Owner (up to 10 copies) in MS Word format (for text) and pdf (for figures and attachments).
- Draft CE submittal to the AHTD (By Owner).
- Draft CE submittal to the FHWA (by AHTD).
- Final CE submittal to Owner, the AHTD and the FHWA

13.2. FEASIBILITY/ALIGNMENT DESIGN PHASE (15%)

- Feasibility Report

13.3. CONCEPTUAL DESIGN PHASE (30%)

- Roadway and Bridge Design Criteria
- Geotechnical Report for Bridges (Preliminary Version)
- 30% Complete Roadway Plans
- Conceptual Bridge Layout
- Plan & Profile sheets showing layout of future connections on and off of the Fulbright Expressway clearly showing the vertical clearances
- Pavement marking plans showing the safe operation of the Front Street & Sain Street intersection both with the completion of this project and with the future completion of the project which will make the final connections to the Fulbright Expressway.

13.4. PRELIMINARY DESIGN PHASE (50%)

- Geotechnical Report for Pavement Design
- Geotechnical Report for Bridges (Final Version)
- Hydraulic and Scour Analysis Report & CLOMR
- Preliminary Bridge Layout Drawings– Preliminary bridge layouts shall not be submitted for review until after the 30% roadway plans have been reviewed and approved.
- 50% Complete Roadway Plans
- 60% Right of Way Strip Map
- 90% Right of Way Plans
- Warranty deed descriptions
- Final Right of Way Plans
- Meeting Minutes from Coordination Meetings
- Interim Construction Cost Estimate

13.5. FINAL DESIGN PHASE (90% & 100%)

- 90% Complete Roadway Design Plans
- 90% Complete Bridge Design Drawings

- Final half-size Roadway Design Plans signed and sealed by an Arkansas Registered Professional Engineer.
- Final half-size Bridge Design Drawings signed and sealed by an Arkansas Registered Professional Engineer.
- Final full-size Bridge Design Drawings printed in black ink on quality bond paper and signed and sealed by an Arkansas Registered Professional Engineer.
- Provide Special Provisions and complete Project Manual for bidding.
- Provide transportation management plan, if required.
- Provide construction cost estimate
- One Copy of Bridge Design and Quantity Computations
- Meeting Minutes from Coordination Meetings
- Electronic files of the project design and plans on a compact disc in AutoCad/Civil 3D format that is fully indexed (all reference files attached and set to load automatically.) This includes the electronic copies of Roadway and Bridge submittals. Electronic files of the Project Manual, Special Provisions, design calculations, drainage report, geotechnical report, cost estimates, etc. on a compact disc in Adobe Acrobat PDF format and in Word and Excel format, as applicable.

14. SUBCONTRACTING

- 14.1. Unless expressly disclosed in Appendix B, the Consultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All Subconsultants, including those listed in Appendix B, shall be bound by the terms of this Agreement. All Subconsultants shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 14.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Consultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Consultant of any responsibility, obligation, or duty under this Agreement.
- 14.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 14.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 14.5. *Prompt Payment.* The Consultant shall pay Subconsultants for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the Subconsultant within 30 days after the Subconsultant's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:
- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
 - notify any sureties; and/or,

- withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.

14.6. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

15. RESPONSIBILITY OF THE CONSULTANT

- 15.1. Notwithstanding any review, approval, acceptance, or payment by the Owner, the Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.
- 15.2. The Consultant shall demonstrate to the Owner the presence and implementation of quality assurance in the performance of the Consultant's work. The Consultant shall identify individual(s) responsible, as well as methods used to determine the completeness and accuracy of drawings, specifications, and cost estimates.
- 15.3. The Consultant further agrees that in its performance of work under this Agreement, it shall adhere to the requirements in the Design Standards of the AHTD and FHWA, which shall be incorporated herein by reference.
- 15.4. The Owner shall have the right at any time and in its sole discretion to submit for review all or any portion of the Consultant's work to consulting engineers engaged by the Owner for that purpose. The Consultant shall fully cooperate with any such review.
- 15.5. The Consultant and any Subconsultant shall employ qualified and competent personnel to perform the work under this Agreement.
- 15.6. Neither the Owner's review, approval, or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, or of any cause of action arising out of the performance of this Agreement. The Consultant shall be and remain liable to the Owner for all damages to the Owner caused by the Consultant's negligent performance of any of the services furnished under this Agreement.
- 15.7. The rights and remedies of the Owner provided under this Agreement are in addition to any other rights and remedies provided by law.
- 15.8. If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

16. WARRANTY OF SERVICES

- 16.1. *Definitions. Acceptance*, as used in this Agreement, means the act of an authorized representative of the Owner by which the Owner approves specific services, as partial or complete performance of the Agreement. *Correction*, as used in this Agreement, means the elimination of a defect.
- 16.2. Notwithstanding inspection and acceptance by the Owner or any provision concerning the conclusiveness thereof, the Consultant warrants that all services performed and work product

under this Agreement will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Agreement.

- 16.3. If the Consultant is required to correct or re-perform, it shall be at no cost to the Owner, and any services corrected or re-performed by the Consultant shall be subject to this Section to the same extent as work initially performed. If the Consultant fails or refuses to correct or re-perform, the Owner may, by contract or otherwise, correct or replace with similar services and charge to the Consultant the cost occasioned to the Owner thereby, or make an equitable adjustment in the Contract Price.
- 16.4. If the Owner does not require correction or re-performance, the Owner shall make an equitable adjustment in the Contract Price.
- 16.5. Nothing within this Section shall constitute a waiver or exclusion of any other right or remedy that the Owner may possess at law or under this Agreement.

17. TERM, COMMENCEMENT, AND COMPLETION

- 17.1. This Agreement shall commence on the effective date set forth above and remain in effect until the completion of the Consultant's Scope of Services, as defined herein, to be completed ***within a period of 18 months not including bidding***, unless agency review times exceed the projected time periods or unless the time is extended or terminated by the Owner in accordance with this Agreement.
- 17.2. The Consultant shall begin work under the terms of this Agreement within ten (10) days of receiving written notice to proceed. [If services are to be performed in subsequent phases, then each phase shall be commenced upon the Owner's approval of the previous phase. The Consultant shall not be entitled to any compensation or reimbursement for services performed in a phase unless and until it has received approval from the Owner to proceed with such services.]
- 17.3. It is further agreed that time is of the essence in performance of this Agreement. The Consultant shall complete the work, or each phase, as scheduled, and the Owner shall provide any required approval of the work or phase meeting the requirements contained herein in a reasonable and timely manner. The project schedule for this project has been included in Appendix D.

18. TERMINATION

- 18.1. The Owner may terminate this Agreement in whole or, from time to time, in part, for the Owner's convenience or because of the Default of the Consultant.
- 18.2. The Owner shall terminate this Agreement by delivering to the Consultant written notice of the termination.
- 18.3. Upon receipt of the notice, the Consultant shall:
- Immediately discontinue all services affected (unless the notice directs otherwise).
 - Deliver to the Owner all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Agreement, whether completed or in process.
 - Terminate all subcontracts to the extent they relate to the work terminated.

- In the sole discretion and option of the Owner, and if and only if requested to do so, assign to the Owner all right, title, and interest of the Consultant under the subcontracts terminated, in which case the Owner shall have the right to settle any claim or dispute arising out of those subcontracts without waiver of any right or claim the Owner may possess against the Consultant.
 - With approval or ratification by the Owner, settle all outstanding liabilities arising from the termination of subcontracts, the cost of which would be allowable in whole or in part, under this Agreement.
 - Complete performance of any work not terminated.
 - Take any action that may be necessary, or that the Owner may direct, for the protection and preservation of the property related to this Agreement which is in the possession of the Consultant and in which the Owner has or may acquire an interest.
- 18.4. If the termination is for the convenience of the Owner, the Owner shall make an equitable adjustment in the Contract Price, subject to the Ceiling Prices and Funding Limitations provisions, *but shall allow no anticipated fee or profit on unperformed services.*
- 18.5. If the termination is for the Consultant's Default, the Owner may complete the work by contract or otherwise and the Consultant shall be liable for any reasonable and necessary additional cost incurred by the Owner to the extent caused by Consultant's default.
- 18.6. Disputes and claims arising from termination of this Agreement shall be governed by Section 28, Disputes and Claims (48 CFR 31.205-42(e)(2)).
- 18.7. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy.

19. STOP WORK ORDERS

- 19.1. The Owner may, at any time, by written order to the Consultant, require the Consultant to stop all, or any part, of the work called for by this Agreement for a period of up to 90 days after the order is delivered to the Consultant, and for any further period to which the parties may agree. Upon receipt of the order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Consultant, or within any extension of that period to which the parties shall have agreed, the Owner shall either—
- 19.1.1. Cancel the stop work order; or
- 19.1.2. Terminate the work pursuant to Section 18, Termination.
- 19.2. If a stop work order issued under this Section is canceled or the period of the order or any extension thereof expires, the Consultant shall resume work. The Owner shall make an equitable adjustment in the delivery schedule or Contract Price, or both, and the Agreement shall be modified in writing accordingly, if—
- The stop work order was not issued because of Consultant's Default in its performance of its obligations under any part of this Agreement; and,

- The stop work order results in an increase in the time required for, or in the Consultant's cost properly allocable to, the performance of any part of this Agreement; and,
- The Consultant provides Notice of Potential Claim pursuant to Section 28, Disputes and Claims.

20. CHANGES

- 20.1. The Owner may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Agreement, including but not limited to: (1) drawings, designs, or specifications; (2) time of performance (i.e., hours of the day, days of the week, etc.); and (3) places of inspection, delivery, or acceptance.
- 20.2. If any such change causes an increase *or decrease* in the cost of, or the time required for, performance of any part of the work under this Agreement, whether or not changed by the order, the Owner shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fee; and (3) other affected terms.
- 20.3. All claims and disputes shall be governed by the Section 28, Claims and Disputes. As provided in Section 28, the Consultant must provide written notice of its intention to make a claim for additional compensation before beginning the work on which the claim is based. If such notice is not given, the Consultant hereby agrees to waive any claim for such additional compensation.
- 20.4. Failure to agree to any adjustment shall be a dispute under Section 28, Disputes and Claims. *However, nothing in this Section or any other provision of this Agreement shall excuse the Consultant from proceeding with the Agreement as changed.*

21. OWNERSHIP OF DOCUMENTS & DATA

- 21.1. All project documents and data, regardless of form and including but not limited to original drawings, disks of CADD drawings, cross-sections, estimates, files, field notes, and data, shall be the property of the Owner. The Consultant shall further provide all documents and data to the Owner upon the Owner's request. The Consultant may retain reproduced copies of drawings and other documents. In the event that any patent rights or copyrights are created in any of the documents, data compilations, or any other work product, the Owner shall have an irrevocable license to use such documents, or data compilations, or work product.

22. PATENT AND COPYRIGHT INFRINGEMENT

- 22.1. The Consultant shall report to the Owner, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this Agreement of which the Consultant has knowledge.
- 22.2. In the event of any claim or suit against the Owner on account of any alleged patent or copyright infringement arising out of the performance of this Agreement or out of the use of any supplies furnished or work or services performed under this Agreement, the Consultant shall furnish to the Owner, when requested by the Owner, all evidence and information in possession of the Consultant pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Consultant.
- 22.3. The Consultant agrees to include, and require inclusion of, the provisions of this Section in all subcontracts at any tier for supplies or services.

- 22.4. The Consultant shall indemnify the Owner and its officers, agents, and employees against liability, including costs and attorneys' fees, for infringement of any United States patent or copyright arising from the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this Agreement, or out of the use or disposal by or for the account of the Owner of such supplies or construction work.
- 22.5. This indemnity shall not apply unless the Consultant shall have been informed within ten (10) business days following the Owner's receipt of legal notice of any suit alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to (1) an infringement resulting from compliance with specific written instructions of the Owner directing a change in the supplies to be delivered or in the materials or equipment to be used, or directing a manner of performance of the Agreement not normally used by the Consultant, (2) an infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance, or (3) a claimed infringement that is unreasonably settled without the consent of the Consultant, unless required by final decree of a court of competent jurisdiction.

23. BANKRUPTCY

- 23.1. In the event the Consultant enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Consultant agrees to furnish, by certified mail, written notice of the bankruptcy to the Owner. This notice shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notice shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of AHTD job numbers and FAP numbers for all contracts with Owner against which final payment has not been made. This obligation remains in effect until final payment under this Agreement.

24. FUNDING LIMITATIONS

- 24.1. The Owner's obligations under this Agreement are contingent upon the availability of appropriated funds from which payments under the terms of this Agreement can be made in this and each subsequent fiscal year for the duration of the Agreement. No legal liability on the part of the Owner of any kind whatsoever under this Agreement shall arise until funds are made available to the Owner for performance of this Agreement, including those to be appropriated and provided by the State of Arkansas and those to be provided by the United States.

25. SUCCESSORS AND ASSIGNS

- 25.1. This Agreement shall be binding upon the parties and their successors and assigns, and except as expressly set forth herein, neither the Owner nor the Consultant may assign, delegate, or transfer any benefit or obligation under this Agreement without the express written consent of the other party. Nothing herein shall be construed as a waiver of any immunity or as creating any personal liability on the part of any officer or agent of the Owner or any other governmental entity either made a party to, or having any interest in, this Agreement.

26. INDEMNITY AND RESPONSIBILITY FOR CLAIMS AND LIABILITY

- 26.1. *Indemnity.* The Consultant shall hold harmless and indemnify the Owner and the AHTD, their officers, employees, and agents, from and for all claims and liabilities stemming from any wrongful (whether negligent, reckless, or intentional) acts or omissions on the part of the Consultant and its subcontractors, and their agents and employees.

- 26.2. *No Personal Liability.* No director, officer, manager, employee, agent, assign, or representative of the Owner or the AHTD shall be liable to the Consultant in a personal or individual capacity under any term of this Agreement, because of any breach thereof, or for any act or omission in its execution or performance.
- 26.3. *Independent Contractor Relationship.* The parties intend that the Consultant shall be an independent contractor of the Owner and that the Consultant shall be liable for any act or omission of the Consultant or its agents, employees, or subcontractors arising under or occurring during the performance of this Agreement. No act or direction of the Owner shall be deemed to be an exercise of supervision or control of the Consultant's performance.

27. INSURANCE

- 27.1. *Professional Liability Insurance Coverage.* The Consultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$1,000,000, whichever is less. Such insurance shall extend to the Consultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Consultant's Subconsultants, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Consultant or alleged to have been committed by the Consultant or any person for whom the Consultant is legally responsible.
- 27.2. *Deductible.* The Consultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Owner if, in the judgment and opinion of the Owner, the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Consultant shall submit promptly to the Owner, upon request as often as quarterly, detailed financial statements and any other information requested by the Owner to reasonably determine whether or not the Consultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 27.3. *Worker's Compensation Insurance.* The Consultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 27.4. *General Liability Insurance.* The Consultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Consultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Consultant.
- 27.5. *Insurance Policies and Certificates.* The Consultant shall provide the Owner upon request copies of its insurance policies and evidence satisfactory to the Owner concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Consultant shall furnish to the Owner certificates of insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Consultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Owner, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

- 27.6. *Additional Insurance Requirements.* All insurance maintained by the Consultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Owner, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Owner.
- 27.7. *Duration of Insurance Obligations.* The Consultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Consultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Consultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Consultant's services, whichever comes first.
- 27.8. *Consultant's Insurance Primary.* All insurance policies maintained by the Consultant pursuant to this Agreement shall provide that the Consultant's insurance shall be primary and the Owner's own insurance shall be non-contributing.
- 27.9. *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Consultant pursuant to this Agreement shall be endorsed to include the Owner, its officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Owner.

28. DISPUTES AND CLAIMS

- 28.1. *Notice of Potential Claim.* Whenever a Consultant deems that any additional compensation is due, the Consultant shall notify the Owner in writing of its intention to make a claim for additional compensation ("Notice of Potential Claim") ***before beginning the work that gives rise to the claim.***
- 28.2. *Time & Manner for Submitting Claim.* All disputes and claims shall first be submitted in writing to the Owner within 45 calendar days after the completion or termination date. ***The Consultant hereby agrees that the failure to submit the dispute or claim to the Owner prior to 45 calendar days after the completion or termination date shall constitute a waiver of the dispute or claim.***
- 28.3. *Form.* All disputes and claims must be submitted in writing and in sufficient detail to permit the Owner to determine the basis for entitlement and the actual allowable costs incurred. Each claim must contain:
- A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected by the claim;
 - The date the actions resulting in the claim occurred or conditions resulting in the claim became evident;
 - A copy of the "Notice of Potential Claim";
 - The name, title, and activity of each Owner's employee knowledgeable about facts that gave rise to such claim;
 - The name, title, and activity of each Consultant, Subconsultant, or employee knowledgeable about the facts that gave rise to the claim;

- The specific provisions of the Agreement that support the claim and a statement why such provisions support the claim;
- The identification and substance of any relevant documents, things, or oral communications related to the claim;
- A statement whether the claim is based on provisions of the Agreement or an alleged breach of the Agreement;
- If an extension of time is sought, the specific number of days sought and the basis for the extension;
- The amount of additional compensation sought and a specific cost breakdown of the amount claimed; and,
- Any other information or documents that are relevant to the claim.

28.4. *Decision and Appeal.* The decision of the Owner shall be final and conclusive.

28.5. *Continued Performance.* Pending final resolution of a dispute or claim, unless the Owner has terminated this Agreement pursuant to Section 18 or issued a stop work order pursuant to Section 19, the Consultant shall proceed diligently with the performance of this Agreement in accordance with the Owner's decisions.

28.6. The rights and remedies of the Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement, and shall not constitute a waiver of any other such right or remedy. If the Owner decides the facts justify the action, the Owner may, at its sole option and discretion, receive and act upon a proposal, dispute, or claim submitted at any time before final payment under this Agreement.

29. COVENANT AGAINST CONTINGENCY FEES

29.1. The Consultant warrants that no person or agency has been employed or retained to solicit or obtain this Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Owner shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

29.2. *Bona fide agency*, as used in this Section, means an established commercial or selling agency, maintained by the Consultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

29.3. *Bona fide employee*, as used in this Section, means a person, employed by the Consultant and subject to the Consultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

29.4. *Contingent fee*, as used in this Section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

- 29.5. *Improper influence*, as used in this Section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

30. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Agreement, the Consultant, for itself, its successors, and its assigns, certifies and agrees as follows:

- 30.1. *Compliance with Regulations.* The Consultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 30.2. *Nondiscrimination.* The Consultant, with regard to the work performed by it during the term of this Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the USDOT Regulations.
- 30.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Consultant or 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 the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 30.4. *Information and Reports.* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities by the Owner, the AHTD, or the USDOT and its Affiliated Modes to be pertinent to ascertain compliance with such regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Owner, the AHTD or the USDOT and its Affiliated Modes, as appropriate, and shall set forth what efforts it has made to obtain the information.
- 30.5. *Sanctions for Noncompliance.* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the USDOT and its Affiliated Modes may determine to be appropriate, including but not limited to, withholding of payments to the Consultant under the Agreement until the Consultant complies with the provisions and/or cancellation, termination, or suspension of the Agreement, in whole or in part.
- 30.6. *Incorporation of Provisions.* The Consultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or USDOT and its Affiliated Modes may direct as a means of enforcing these terms and conditions, including

sanctions for noncompliance; *provided*, however that, in the event the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Consultant may request the Owner or the AHTD to enter into such litigation to protect the interests of the State, and, litigation to protect the interest of the United States.

31. DBE CLAUSE

- 31.1. The Consultant or Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Agreement. The Consultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Consultant to comply with or perform these requirements is a material breach of this Agreement, which may result in the cancellation, termination, or suspension of this Agreement in whole or in part, or such other remedy that the Owner may determine appropriate.
- 31.2. The Consultant shall insert a clause containing all the terms of this Section in all subcontracts under this Agreement.

32. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

- 32.1. The Consultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 32.2. The Consultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 32.3. In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

33. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 33.1. The Consultant certifies, to the best of its knowledge and belief, that—
 - 33.1.1. The Consultant and any of its Principals—
 - 33.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;
 - 33.1.1.2. Have not, within a 3-year period preceding this offer, 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) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 33.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Subsection 33.1.1.2; and,
- 33.1.1.4. The Consultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.
- 33.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Section 1001, Title 18, United States Code, as well as any other applicable federal and state laws.
- 33.3. The Consultant shall provide immediate written notice to the Owner if, at any time prior to contract award, the Consultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 33.4. The certification in Subsection 33.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Consultant knowingly rendered an erroneous certification, the Owner may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the Owner.

34. MISCELLANEOUS

- 34.1. *General Compliance with Laws*. The Consultant shall comply with all Federal, State, and local laws, regulations, and ordinances applicable to the work, including but not limited to, the Americans with Disabilities Act and Occupational Safety and Health Act as amended.
- 34.2. *Registered Professional Engineer's Endorsement*. All plans, specifications, estimates, and engineering data provided by the Consultant shall be endorsed and recommended by an authorized representative of the Consultant, who shall be a registered Professional Engineer licensed in the State of Arkansas.
- 34.3. *Choice of Law*. This Agreement shall be governed by the laws of the State of Arkansas without consideration of its choice of law provisions.
- 34.4. *Choice of Forum*. The Consultant agrees that any cause of action stemming from or related to this Agreement, including but not limited to disputes or claims arising under this Agreement, for acts or omissions in the performance, suspension, or termination of this Agreement, whether sounding in contract or tort, equity or law, may only be brought in the appropriate forum within State of Arkansas.
- 34.5. *No Waiver of Immunity*. The Owner expressly does not waive any defense of immunity that it may possess under either federal or state law, and no provision in this Agreement shall be construed to constitute such a waiver in whole or in part.
- 34.6. *Conflicts Between Laws, Regulations, and Provisions*. In the event of conflicting provisions of law, the interpretation shall be governed by the following in this order, from most controlling to least: Federal law and regulations, State law and regulations, Department and FHWA Design Standards, and this Agreement.

- 34.7. *Severability.* If any term or condition of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, all remaining terms of this Agreement shall remain valid and enforceable unless one or both of the parties would be materially prejudiced.
- 34.8. *No-Waiver.* The failure of the Owner to strictly enforce any term of this Agreement shall not be construed as a waiver of the Owner's right to require the Consultant's subsequent performance of the same or similar obligation or duty.
- 34.9. *Modification and Merger.* This written Agreement and any provisions incorporated by reference reflect the entire agreement of the parties and may be modified only by the express written agreement of both parties.

35. CERTIFICATION OF AUTHORIZED REPRESENTATIVES

- 35.1. This Agreement and the certifications contained herein or attached hereto constitute the whole Agreement of the parties, and each party certifies that this Agreement and any attached certification have been executed by their duly authorized representatives.

36. NOTICE

- 36.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be addressed to either the Owner's Representative or the Consultant's Representative, and mailed or hand-delivered to:

36.1.1. To the Owner's Representative:

Chris Brown, PE
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

36.1.2. To the Consultant:

Steven Beam, PE
Burns & McDonnell Engineering Company, Inc.
6815 Isaacs Orchard Road, Suite B3
Springdale, AR 72764

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

Burns & McDonnell Engineering Company,
Inc.

BY: Benjamin J. Biller
Benjamin J. Biller, P.E.
Vice President

2/26/16

Date

City of Fayetteville

BY: _____
Mayor Lioneld Jordan

Date

APPENDICES

APPENDIX A	JUSTIFICATION OF FEES AND COSTS
APPENDIX B	SUBCONTRACTS B-1 Harbor Environmental, Inc. B-2 McClelland Consulting Engineers, Inc.
APPENDIX C	STANDARD CERTIFICATIONS C-1 Burns & McDonnell Engineering Company, Inc. C-2 Harbor Environmental, Inc. C-3 McClelland Consulting Engineers, Inc. C-4 City of Fayetteville
APPENDIX D	PROJECT SCHEDULE

Appendix A - Justification of Costs and Fees
February 19, 2016
Job 040688 Sain Street Extension (Fayetteville) (S)
Washington County
TOTAL PROJECT SUMMARY

TITLE I SERVICES	HOURS	SALARY	FEE	EXPENSES	TOTAL
PROJECT MANAGEMENT	143	\$22,395	\$2,687	\$0	\$25,082
ENVIRONMENTAL CLEARANCE DOCUMENTATION	240	\$31,143	\$3,737	\$3,268	\$38,148
INTERCHANGE JUSTIFICATION REPORT	148	\$18,728	\$2,247	\$6,300	\$27,275
TRAFFIC DESIGN & PLANS	186	\$23,478	\$2,817	\$8,909	\$35,204
ROADWAY DESIGN & PLANS	360	\$46,174	\$5,541	\$340	\$52,055
BRIDGE DESIGN & PLANS	1,188	\$151,357	\$18,163	\$264	\$169,784
ROW DESIGN & PLANS	Subconsultant performed services				
FIELD SURVEYS AND MAPPING	Subconsultant performed services				
GEOTECHNICAL	Subconsultant performed services				
FLOODPLAIN MODELING/MAPPING	Subconsultant performed services				
SUBTOTAL TITLE I	2,265	\$293,275	\$35,192	\$19,081	\$347,548
SUBCONSULTANTS TITLE I					
McClelland Consulting Engineers, Inc.	2,054	\$169,046	\$20,282	\$8,709	\$198,037
Harbor Environmental, Inc.	123	\$9,958	\$1,195	\$957	\$12,110
SUBTOTAL SUBCONSULTANTS TITLE I	2,177	\$179,004	\$21,477	\$9,666	\$210,147
TOTAL TITLE I	4,442	\$472,279	\$56,669	\$28,747	\$557,695
TOTAL PROJECT	4,442	\$472,279	\$56,669	\$28,747	\$557,695

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PROJECT MANAGEMENT

MANHOURS									
TASK	PD	PM	SE	STRE	STFE	TECH	ADMIN	TOTAL	
General									
Project Kick-off Meeting		6	2					8	
Monthly Progress Reports and Invoicing		15					30	45	
Project Team Coordination & Management		72						72	
Quarterly Client Update Meetings		12	6					18	
TOTAL MH - PROJECT MANAGEMENT	0	105	8	0	0	0	30	143	
LABOR COSTS									
Category - Description						Rate	MH	Amount	
PD - Project Director						\$70.00	0	\$0	
PM - Project Manager						\$60.00	105	\$6,300	
SE - Senior Engineer						\$50.00	8	\$400	
STRE - Structural Engineer						\$50.00	0	\$0	
STFE - Staff Engineer						\$40.00	0	\$0	
TECH - Technician						\$35.00	0	\$0	
ADMIN - Administrative Assistant						\$25.00	30	\$750	
							Subtotal	\$7,450	
						Overhead	200.61%	\$14,945	
							Subtotal	\$22,395	
							Fee	\$2,687	
						FCCM	0.00%	\$0	
							Subtotal Labor Costs	\$25,082	
EXPENSES									
ITEM					Quantity	Unit	Rate	Amount	
Printing (8 1/2 x 11)						each	\$0.08	\$0	
Printing (11 x 17)						each	\$0.35	\$0	
Plotting (22 x 34)						each	\$1.35	\$0	
Mileage (2 trips at 850 miles, 2 trips at 400 miles)						mile	\$0.540	\$0	
Lodging						each	\$88.00	\$0	
Meals (per day)						each	\$25.00	\$0	
							Subtotal Expenses	\$0	
					TOTAL COSTS - PROJECT MANAGEMENT				\$25,082
BASIS OF ESTIMATE									
Description						Number		Months	
Contract Duration								18	
Coordination Meetings						Quarterly			
Field Inspections						2			
Description									

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ENVIRONMENTAL CLEARANCE DOCUMENTATION

MANHOURS									
TASK	PD	PM	SE	LES	SES	STES	TECH	ADMIN	TOTAL
Data Collection					4	12			16
Constraints Map					4	16			20
Hazardous/Regulated Materials									
Site Investigation & Desktop Research						10			10
Summary of Findings						10			10
Other Investigations									
Socioeconomics						8			8
Other Investigations not listed						8			8
Cultural/Historical Resources				6	40	32			78
Categorical Exlucsion Document									
Prepare CE Document				4		16			20
Public Involvement Meeting									
Prepare meeting materials		2						20	22
Meetings attendance and debriefings		8			8	8			24
Public comment review and summary		2			2			20	24
TOTAL MH - ENV. CLEAR. DOC.	0	12	0	10	58	120	0	40	240

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - Project Director	\$70.00	0	\$0
PM - Project Manager	\$60.00	12	\$720
LES - Lead Environmental Scientist	\$65.00	10	\$650
SE - Senior Engineer	\$50.00	0	\$0
SES - Senior Environmental Scientist	\$55.00	58	\$3,190
STES - Staff Environmental Scientist	\$40.00	120	\$4,800
TECH - Technician	\$35.00	0	\$0
ADMIN - Administrative Assistant	\$25.00	40	\$1,000
		Subtotal	\$10,360
	Overhead	200.61%	\$20,783
		Subtotal	\$31,143
		Fee	\$3,737
	FCCM	0.00%	\$0
		Subtotal Labor Costs	\$34,880

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)	200	each	\$0.08	\$16
Printing (11 x 17)	30	each	\$0.35	\$11
GPS Equipment	1	wk	\$450.00	\$450
EDR database search	1	each	\$175.00	\$175
Mileage (6 trips @ 500 miles per trip)	3,000	mile	\$0.540	\$1,620
Lodging	7	each	\$88.00	\$616
Meals (per day)	7	each	\$25.00	\$175
Public Meeting Materials	100	each	\$2.05	\$205
			Subtotal Expenses	\$3,268
TOTAL COSTS - ENVIRONMENTAL CLEARANCE DOCUMENTATION				\$38,148

Appendix A - Justification of Costs and Fees
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 Washington County

ENVIRONMENTAL CLEARANCE DOCUMENTATION

BASIS OF ESTIMATE	
Description	Number
Public Meetings	1
Alternatives Evaluations	0
Description	
The Cultural Resources effort described above is based on the following activities that will be undertaken:	
• A Burns & McDonnell archaeologist will review soils data, geological data, historic maps, and other pertinent available information on-line for the project area • A Burns & McDonnell archaeologist will conduct a records search at the State Historic Preservation Office in Little Rock and at the Arkansas Archaeological Survey in Fayetteville to gather information on recorded historic resources and archaeological sites in the vicinity of the project area • Photographs will be taken of buildings 45 years old or older within or adjacent to the project area • Conduct a cultural resources impact evaluation of the project area, including an examination of any visible cut banks and excavation with a shovel or hand augur to determine if the floodplain deposits are conducive to the preservation of archaeological sites • Produce a tribal consultation letter that FHWA can utilize for the project • Produce an agency consultation letter with figures and photographs that will summarize the results of the records search, the impact evaluation, an assessment of the geoarchaeological potential of the soils in the project area, and recommendations for project clearance for cultural resources or further investigations as appropriate	

MANHOURS								
TASK	PD	PM	SE	STRE	STFE	TECH	ADMIN	TOTAL
Engineering & Operational Acceptability								
Data Gathering					2	2		4
Operational Analysis Update			16		32	4		52
Crash Analysis Update			8		4	4		16
Technical Memorandum Update		4	16		16	24	8	68
Meetings and Coordination		4	4					8
TOTAL MH - INTCHNG. JUST. REPORT	0	8	44	0	54	34	8	148
LABOR COSTS								
Category - Description						Rate	MH	Amount
PD - Project Director						\$70.00	0	\$0
PM - Project Manager						\$60.00	8	\$480
SE - Senior Engineer						\$50.00	44	\$2,200
STRE - Structural Engineer						\$50.00	0	\$0
STFE - Staff Engineer						\$40.00	54	\$2,160
TECH - Technician						\$35.00	34	\$1,190
ADMIN - Administrative Assistant						\$25.00	8	\$200
							Subtotal	\$6,230
							Overhead	200.61%
							Subtotal	\$18,728
							Fee	\$2,247
							FCCM	0.00%
							Subtotal Labor Costs	\$20,975
EXPENSES								
ITEM	Quantity	Unit	Rate	Amount				
Printing (8 1/2 x 11)	190	each	\$0.08	\$15				
Printing (11 x 17)	10	each	\$0.35	\$4				
Plotting (22 x 34)	0	each	\$1.35	\$0				
Mileage (1 trips at 250 miles one-way)	500	mile	\$0.540	\$270				
Lodging and Meals (\$88 Lodging, \$25 Meals)	1	each	\$113.00	\$113				
24-Hour Turning Movement Counts	5	each	\$1,080.00	\$5,400				
48-Hour Continuous Traffic Counts	9	Lane	\$700.00	\$6,300				
							Subtotal Expenses	\$12,102
TOTAL COSTS - INTERCHANGE JUSTIFICATION REPORT								\$27,275

Appendix A - Justification of Costs and Fees
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INTERCHANGE JUSTIFICATION REPORT

BASIS OF ESTIMATE	
Description	Number
Evaluation of the currently proposed Fulbright Expressway & Hwy 71B Interchange (2015 AM/PM Existing Configuration)	1
Evaluation of the currently proposed Fulbright Expressway & Hwy 71B Interchange (2035 AM/PM Proposed Concept)	1
Report Printing (50 Pages Estimated, 2 Copies to AHTD, 2 Copies to City of Fayetteville)	4
Turning Movement Counts	
Masonic Drive & Highway 71B (24 Hours)	1
Millsap Road & Highway 71B (24 Hours)	1
Millsap Road & Front Street (24 Hours)	1
Highway 71B & Front Street (24 Hours)	1
Sain Street & Front Street (24 Hours)	1
Continuous Traffic Counts	
Flyover Ramp (2-Lanes)	1
Flyover Ramp Connector to Westbound Fullbright Expressway (1-Lane)	1
Highway 71B Southbound to Westbound Fullbright Expressway (2-Lanes)	1
Eastbound Fullbright Expressway Ramp to Southbound Highway 71B (1-Lane)	1
Eastbound Fullbright Expressway Ramp to Northbound Highway 71B (1-Lane)	1
Southbound Highway 71B to Southbound Highway 71B (2-Lanes)	1
Description	
Interchange Justification Report will be updated using Synchro v8 and HCS2010.	
A saturation flow rate of 1,750 vehicles per hour per lane will be utilized.	
The Fulbright Expressway & Highway 71B Merge, Diverge, and Weave points will be evaluated using HCS2010 Software.	
At Grade Intersections will be evaluated using Synchro v8 Software.	
Forecasted traffic volumes will be updated using historical traffic volumes and growth rates to Design Year 2035.	
It is assumed that the LOS in Design Year 2035 will be acceptable as currently designed and no additional analysis will be required.	
The preparation of Exhibits showing the proposed improvements is included in the Roadway effort.	

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TRAFFIC DESIGN & PLANS

MANHOURS								
TASK	PD	PM	SE	STRE	STFE	TECH	ADMIN	TOTAL
Non-Interchange Alternatives								
Data Gathering					2	2		4
Schematic Design & Operational Analysis - Alt. 1			8		16	16		40
Schematic Design & Operational Analysis - Alt. 2			4		4	16		24
Schematic Design & Operational Analysis - Alt. 3			8		8	16		32
Joyce Blvd & Hwy 71B Analysis			16		16			32
Alternatives Analysis Report & Recommendations		2	16		24		4	46
Meetings & Coordination		4	4					8
TOTAL MH - TRAFFIC DESIGN & PLANS	0	6	56	0	70	50	4	186

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - Project Director	\$70.00	0	\$0
PM - Project Manager	\$60.00	6	\$360
SE - Senior Engineer	\$50.00	56	\$2,800
STRE - Structural Engineer	\$50.00	0	\$0
STFE - Staff Engineer	\$40.00	70	\$2,800
TECH - Technician	\$35.00	50	\$1,750
ADMIN - Administrative Assistant	\$25.00	4	\$100
		Subtotal	\$7,810
	Overhead	200.61%	\$15,668
		Subtotal	\$23,478
		Fee	\$2,817
	FCCM	0.00%	\$0
		Subtotal Labor Costs	\$26,295

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11)	30	each	\$0.08	\$2
Printing (11 x 17)	10	each	\$0.35	\$4
Plotting (22 x 34)	0	each	\$1.35	\$0
Mileage (1 trips at 250 miles one-way)	500	mile	\$0.540	\$270
Lodging and Meals (\$88 Lodging, \$25 Meals)	1	each	\$113.00	\$113
24-Hour Turning Movement Counts	4	each	\$1,080.00	\$4,320
48-Hour Continuous Traffic Counts	6	Lane	\$700.00	\$4,200
			Subtotal Expenses	\$8,909
TOTAL COSTS - TRAFFIC DESIGN & PLANS				\$35,204

Appendix A - Justification of Costs and Fees
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TRAFFIC DESIGN & PLANS

BASIS OF ESTIMATE	
Description	Number
Alternative 1 is defined as a north/south connection from Masonic Drive to Sain Street.	1
Alternative 2 is defined as investigation of the Millsap Road & Hwy. 71B Intersection, including interim conditions	1
Alternative 3 is defined as the relocation of the northbound off ramp at Joyce Blvd to a point south along Front Street.	1
Conference Calls	4
Report Printing (20 Pages Estimated, 2 Copies to City of Fayetteville)	2
Turning Movement Counts	
Joyce Boulevard with Highway 71B (24 Hours)	1
Joyce Boulevard with Northbound Off Ramp (24 Hours)	1
Joyce Boulevard with Front Street (24 Hours)	1
Shephert Lane with Highway 71B (24 Hours)	1
Continuous Traffic Counts (Joyce West of 71B, Northbound Off Ramp to Joyce)	
Joyce Boulevard West of Highway 71B (5-Lane Section)	1
Northbound Off Ramp to Joyce Boulevard (1-Lane)	1
Description	
Analysis will be completed using Synchro v8 and HCS2010.	
A saturation flow rate of 1,750 vehicles per hour per lane will be utilized.	
Forecasted traffic volumes will be updating using historical traffic volumes and growth rates.	
Analysis will include existing year (2015) analysis, opening year (TBD) analysis, and design year (2035) analysis.	
Analysis will include both build and no build conditions.	

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ROADWAY DESIGN & PLANS

MANHOURS								
TASK	PD	PM	SE	STRE	STFE	TECH	ADMIN	TOTAL
Design Criteria			4					4
Conceptual Design (30%) - Intchng Modifications								
Design & Plan Production		20	60		120	80		280
Conceptual Design (30%) - Sain Street								
Plan Review			4		8			12
Preliminary Design (50%) - Sain Street								
Plan Review			4		16			20
Field Inspection/ Plan Review Meeting		2	2					4
Final Design (90%) - Sain Street								
Plan & Specifications Review			8		16			24
Field Inspection/ Plan Review Meeting		2	2					4
Final Design (100%) - Sain Street								
Plan Review			4		8			12
TOTAL MH - ROADWAY DESIGN & PLANS	0	24	88	0	168	80	0	360
LABOR COSTS								
Category - Description						Rate	MH	Amount
PD - Project Director						\$70.00	0	\$0
PM - Project Manager						\$60.00	24	\$1,440
SE - Senior Engineer						\$50.00	88	\$4,400
STRE - Structural Engineer						\$50.00	0	\$0
STFE - Staff Engineer						\$40.00	168	\$6,720
TECH - Technician						\$35.00	80	\$2,800
ADMIN - Administrative Assistant						\$25.00	0	\$0
Subtotal								\$15,360
Overhead 200.61%								\$30,814
Subtotal								\$46,174
Fee								\$5,541
FCCM 0.00%								\$0
Subtotal Labor Costs								\$51,715
EXPENSES								
ITEM	Quantity	Unit	Rate	Amount				
Printing (11 x 17)	200	each	\$0.35	\$70				
Plotting (22 x 34)	200	each	\$1.35	\$270				
Subtotal Expenses								\$340
TOTAL COSTS - ROADWAY DESIGN & PLANS								\$52,055

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ROADWAY DESIGN & PLANS

BASIS OF ESTIMATE	
Description	Miles
Sain Street	0.5
Interchange	1.0
Ramps	0.2
Description	
Conceptual (30%) Roadway Design for the Interchange Modifications will support the preparation of the IJR and serve to refine the planning level budget for the interchange improvements.	
The complete design for the extension of Sain Street will be performed by McClelland Consulting Engineers under the oversight of Burns & McDonnell. See the Subconsultant information for the justification of the cost for the design of Sain Street.	

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BRIDGE DESIGN & PLANS

MANHOURS								
TASK	PD	PM	SE	STRE	STFE	TECH	ADMIN	TOTAL
Design Criteria				8				8
Conceptual Design (30%) - College Ave.								
Design & Plan Production			20	60	20	40		140
Conceptual Design (30%) - Sain St. over Mud Cr.								
Geotechnical Coordination		1		4	4	2		11
Hydraulic Coordination		2		4	8			14
Design & Plan Production		1	16	16	8	32		73
Preliminary Design (50%) - Sain St. over Mud Cr.								
Design & Plan Production for Layout Approval		4		60	80	60		204
Conceptual Work Road Design & Drawings		2		8	16	12		38
Final Design (90%) - Sain St. over Mud Creek								
90% Bridge Plans including QA/QC		6	32	160	180	200		578
Develop Project Specifications			4	8				12
Develop Final Quantities and Estimate				8	16			24
Field Inspection/ Plan Review Meeting				8				8
Final Design (100%) - Sain St. over Mud Creek								
Address 90% Review Comments		2		16	24	24		66
Provide Signed & Sealed Bid Documents				4		8		12
TOTAL MH - BRIDGE DESIGN & PLANS	0	18	72	364	356	378	0	1,188

LABOR COSTS			
Category - Description	Rate	MH	Amount
PD - Project Director	\$70.00	0	\$0
PM - Project Manager	\$60.00	18	\$1,080
SE - Senior Engineer	\$50.00	72	\$3,600
STRE - Structural Engineer	\$50.00	364	\$18,200
STFE - Staff Engineer	\$40.00	356	\$14,240
TECH - Technician	\$35.00	378	\$13,230
ADMIN - Administrative Assistant	\$25.00	0	\$0
		Subtotal	\$50,350
	Overhead	200.61%	\$101,007
		Subtotal	\$151,357
		Fee	\$18,163
	FCCM	0.00%	\$0
		Subtotal Labor Costs	\$169,520

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11)	300	each	\$0.08	\$24
Printing (11 x 17)	300	each	\$0.35	\$105
Plotting (22 x 34)	100	each	\$1.35	\$135
			Subtotal Expenses	\$264
TOTAL COSTS - BRIDGE DESIGN & PLANS				\$169,784

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BRIDGE DESIGN & PLANS

BASIS OF ESTIMATE	
Description	
The scope of work is based on providing design and detailing for a new bridge to carry Sain Street over Mud Creek. The manhours for the proposed structure are based on:	
1. Bridge cross section to carry 4 lanes of traffic, median, sidewalks each side, standard concrete parapet rail and type h metal bridge rail.	
2. 3 span steel w-beam bridge, expansion end bents on steel piles with turn back wings and multiple column intermediate bents on steel piles.	
3. Transitional approach rails off each wing.	
4. Ashlar stone form liner on exterior of parapet rail and wings (excludes aesthetic enhancement of piers).	
5. Slab drains and lighting are excluded.	
The scope for interchange related structures (EB Sain, WB Sain, & College) only includes support necessary for 30% Roadway Plans.	
The scope of work includes providing preliminary span arrangements and structure depths for use in preparing 30% proposed alignments and profiles. Verifying vertical clearances to bridge members to satisfy Federal guidelines.	

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SUBCONSULTANT SUMMARY

TITLE I SERVICES	HOURS	SALARY	FEE	EXPENSES	TOTAL
ENVIRONMENTAL CLEARANCE	123	\$9,958	\$1,195	\$957	\$12,110
FIELD SURVEYS AND MAPPING	371	\$25,415	\$3,049	\$52	\$28,516
ROADWAY DESIGN & PLANS	1,228	\$104,681	\$12,559	\$419	\$117,659
ROW DESIGN & PLANS	174	\$13,727	\$1,647	\$19	\$15,393
GEOTECHNICAL	129	\$9,734	\$1,168	\$8,190	\$19,092
FLOODPLAIN MODELING	152	\$15,489	\$1,859	\$29	\$17,377
SUBCONSULTANT TOTAL TITLE I	2,177	\$179,004	\$21,477	\$9,666	\$210,147
SUBCONSULTANT TOTAL PROJECT	2,177	179,004	21,477	9,666	\$210,147

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ENVIRONMENTAL CLEARANCE DOCUMENTATION

HARBOR ENVIRONMENTAL, INC.

MANHOURS									
TASK	TD	TM	SE	LES	SES	STES	TECH	ADMIN	TOTAL
Biological Investigations									
Wetland Surveys & Delineations	2	24			24				50
Wetland Report	2	8			16			2	28
U.S. Army Corps of Engineers Coordination	1	2			4				7
Threatened & Endangered Species Investigation	1	2			4			2	9
USFWS Coordination	1	2			4				7
NPDES Permitting									
SWPPP & STAA Preparation			4		16			2	22
TOTAL MH - ENV. CLEAR. DOC.	7	38	4	0	68	0	0	6	123
LABOR COSTS									
Category - Description							Rate	MH	Amount
TD - Task Director							\$48.08	7	\$337
TM - Task Manager							\$35.00	38	\$1,330
LES - Lead Environmental Scientist							\$29.64	0	\$0
SE - Senior Engineer							\$40.89	4	\$164
SES - Senior Environmental Scientist							\$35.00	68	\$2,380
STES - Staff Environmental Scientist							\$16.83	0	\$0
TECH - Technician							\$16.83	0	\$0
ADMIN - Administrative Assistant							\$16.83	6	\$101
								Subtotal	\$4,312
							Overhead	130.94%	\$5,646
								Subtotal	\$9,958
								Fee	\$1,195
							FCCM	0.00%	\$0
								Subtotal Labor Costs	\$11,153
EXPENSES									
ITEM						Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11 B&W)						200	each	\$0.08	\$16
Printing (11 x 17)						20	each	\$0.35	\$7
Plotting (22 x 34)							each	\$1.35	\$0
Mileage (2 trips @ 400 miles per trip)						800	mile	\$0.540	\$432
Lodging						4	each	\$88.00	\$352
Meals (per day)						6	each	\$25.00	\$150
								Subtotal Expenses	\$957
						TOTAL COSTS - ENVIRONMENTAL CLEARANCE DOCUMENTATION			\$12,110
BASIS OF ESTIMATE									
Description									
Harbor will provide a wetland delineation report and appropriate application information for submittal and approval by USACE. Harbor anticipates seven (7) days on-site for full delineation activities (2 people). Harbor will coordinate with USFWS regarding potential T&E species at this location.									
No site specific studies are included in this estimate.									
Harbor will prepare a construction stormwater plan for the extension. No time or materials have been provided for inspection of erosion control measures or inspections required under the permit.									

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FIELD SURVEYS & MAPPING

MCCLELLAND CONSULTING ENGINEERS, INC.

MANHOURS									
TASK	PRE	TM	PLS	PC	CREW	TECH	CLR	TOTAL	
Control Survey (CSUR)									
Field Work				24	24			48	
Office Computation & Mapping	1		12			24		37	
Design Survey (DSUR)									
Field Work				40	40			80	
Office Computation & Mapping	1		14			24	2	41	
Parcel Survey (PSUR)									
Field Work				30	30			60	
Office Computation & Mapping	1		80			24		105	
TOTAL MH - FIELD SURVEYS & MAPPING	3		106	94	94	72	2	371	
LABOR COSTS									
Category - Description						Rate	MH	Amount	
PRE - Principal Engineer						\$55.25	3	\$166	
TM - Task Manager						\$34.00	0	\$0	
PLS - Registered Land Surveyor						\$32.00	106	\$3,392	
PC - Survey Party Chief						\$28.00	94	\$2,632	
CREW - Survey Field Crewman						\$15.00	94	\$1,410	
TECH - Technician						\$24.00	72	\$1,728	
CLR - Clerical						\$21.00	2	\$42	
							Subtotal	\$9,370	
							Overhead	171.17%	\$16,039
							Subtotal	\$25,409	
							Fee	\$3,049	
							FCCM	0.06%	\$6
							Subtotal Labor Costs	\$28,464	
EXPENSES									
ITEM					Quantity	Unit	Rate	Amount	
Mileage (16 trips @ 6 miles)					96	mile	\$0.540	\$52	
								\$0	
							Subtotal Expenses	\$52	
TOTAL COSTS - FIELD SURVEYS & MAPPING								\$28,516	
BASIS OF ESTIMATE									
Description									
- Job area is 2,515'x120', 6.9 acres, plus 3 public & 1 private side streets. Includes 2 wooded ditches and 1 perennial stream. Approx. 1/3 of area is developed for commercial.									
- Job site is 6 miles r/t from McClelland offices.									
- No field surveys being performed for interchange areas									

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ROADWAY DESIGN & PLANS

MCCLELLAND CONSULTING ENGINEERS, INC.

MANHOURS								
TASK	PRE	TM	PE	TECH	CD	DRAFT	CLR	TOTAL
Conceptual Design (30%)								
Environmental Coordination for Avoidance	1		12					13
30% Roadway Plans including QA/QC	20		48	85	70	50	8	281
30% Construction Estimate	1		7	16				24
Preliminary Design (50%)								
Pavement Design			8	5				13
Environmental Coordination for permitting	2		12					14
50% Roadway Plans including QA/QC	40		100	170	140	120	16	586
Develop Project Specifications	4		32					36
50% Construction Estimate	1		8	16				25
Field Inspection/ Plan Review Meeting	4		4					8
Final Design (90%)								
90% Roadway Plans including QA/QC	10		10	46	20	20	8	114
Develop Final Quantities and Estimate			20	60				80
Field Inspection/ Plan Review Meeting	2		2					4
Final Design (100%)								
Address 90% Review Comments	4		10	8				22
Provide Signed & Sealed Bid Documents	8							8
TOTAL MH - ROADWAY DESIGN & PLANS	97	0	273	406	230	190	32	1,228
LABOR COSTS								
Category - Description	Rate		MH	Amount				
PRE - Principal Engineer	\$55.25		97	\$5,359				
TM - Task Manager	\$46.00		0	\$0				
PE - Project Engineer	\$38.00		273	\$10,374				
TECH - Technician	\$30.00		406	\$12,180				
CD - Chief Draftsman	\$27.00		230	\$6,210				
DRAFT - Draftsman	\$20.00		190	\$3,800				
CLR - Clerical	\$21.00		32	\$672				
	Subtotal			\$38,595				
	Overhead		171.17%	\$66,063				
	Subtotal			\$104,658				
	Fee			\$12,559				
	FCCM		0.06%	\$23				
	Subtotal Labor Costs			\$117,240				

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ROADWAY DESIGN & PLANS

MCCLELLAND CONSULTING ENGINEERS, INC.

EXPENSES				
ITEM	Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11)	1,500	each	\$0.05	\$75
Printing (11 x 17)	270	each	\$0.10	\$27
Plotting (22 x 34)	280	each	\$0.35	\$98
Mileage (6 trips at 6 miles)	36	mile	\$0.540	\$19
Lodging		each		\$0
Meals (per day)		each		\$0
Roll Plot	40	lf	\$5.00	\$200
Subtotal Expenses				\$419
TOTAL COSTS - ROADWAY DESIGN & PLANS				\$117,659

BASIS OF ESTIMATE	
Description	Miles
Approx 2,400 LF 2-lane street with median crossing floodplain and floodway. Connecting to N. Front St and Joyce Blvd.	0.46
No intersection or signal modifications at Joyce Boulevard are included in this scope of work.	
Rainforest Drive Connection	0.06
Total	0.52

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ROW DESIGN & PLANS

MCCLELLAND CONSULTING ENGINEERS, INC.

MANHOURS								
TASK	PRE	TM	PLS	PC	CREW	TECH	CLR	TOTAL
Stage 1 - 60% Strip Map	1		16			32		49
Stage 2	0.5		45			9		55
Stage 3			8			2		10
Stage 4 - 90% Plans	0.5		32			6	14	53
Stage 5 - Final Plans			7			1		8
TOTAL MH - ROW DESIGN & PLANS	2	0	108	0	0	50	14	174
LABOR COSTS								
Category - Description						Rate	MH	Amount
PRE - Principal Engineer						\$55.25	2	\$111
TM - Task Manager						\$34.00	0	\$0
PLS - Registered Land Surveyor						\$32.00	108	\$3,456
PC - Survey Party Chief						\$28.00	0	\$0
CREW - Survey Field Crewman						\$15.00	0	\$0
TECH - Technician						\$24.00	50	\$1,200
CLR - Clerical						\$21.00	14	\$294
							Subtotal	\$5,061
						Overhead	171.17%	\$8,663
							Subtotal	\$13,724
							Fee	\$1,647
						FCCM	0.06%	\$3
							Subtotal Labor Costs	\$15,374
EXPENSES								
ITEM					Quantity	Unit	Rate	Amount
Printing (8 1/2 x 11)						each		\$0
Printing (11 x 17)						each		\$0
Plotting (22 x 34)						each		\$0
Mileage (6 trips at 6 miles)					36	mile	\$0.540	\$19
Roll Plot						lf		\$0
								\$0
								</

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GEOTECHNICAL

MCCLELLAND CONSULTING ENGINEERS, INC.

MANHOURS								
TASK	PE	TM	ST	LT	GE	FT	ADMIN	TOTAL
Sain Street Geotech (71B to Joyce)	6	5	8	25	20	60	5	129
TOTAL MH - GEOTECHNICAL	6	5	8	25	20	60	5	129
LABOR COSTS								
Category - Description						Rate	MH	Amount
PE - Principal Engineer						\$55.25	6	\$332
TM - Task Manager						\$46.00	6	\$276
ST - Survey Technician						\$27.50	8	\$220
LT - Lab/Engineering Technician						\$30.50	25	\$763
GE - Geotechnical Engineer						\$41.40	20	\$828
FT - Field Technician						\$17.00	60	\$1,020
ADMIN - Administrative Assistant						\$25.00	6	\$150
Subtotal								\$3,589
Overhead 171.17%								\$6,143
Subtotal								\$9,732
Fee								\$1,168
FCCM 0.06%								\$2
Subtotal Labor Costs								\$10,902
EXPENSES								
ITEM					Quantity	Unit	Rate	Amount
Postage					160	oz.	\$0.47	\$75
Courier (FedEx)					12	each	\$15.00	\$180
Mobilization/Demobilization					1	LS	\$150.00	\$150
Boring Setup					10	each	\$35.00	\$350
Layout and One-Call					10	hours	\$60.00	\$600
Soil Drilling in Roadway Area (6 borings - 8' max)					48	LF	\$10.00	\$480
Soil Drilling in Bridge Area (4 borings - 15' max)					60	LF	\$10.00	\$600
Rock Drilling in Bridge Area (4 borings - 5' max)					20	LF	\$15.00	\$300
Rock Coring in Bridge Area (4 borings - 10' max)					40	LF	\$35.00	\$1,400
ASTM D-2216 Moisture Content Determination					60	each	\$10.00	\$600
ASTM D-4318 Liquid and Plastic Limit of Soils					12	each	\$50.00	\$600
ASTM D-422 Gradation Analysis of Soils (6 sieves)					12	each	\$50.00	\$600
ASTM D-2166 Unconfined Compressive Strength					15	each	\$35.00	\$525
ASTM D-2166 Dry Unit Weight of Specimens					20	each	\$12.00	\$240
ASTM D-1888 California Bearing Ratio					1	each	\$200.00	\$200
ASTM D-698 Standard Proctor (w/ Classification)					1	each	\$150.00	\$150
Traffic Control					8	hours	\$80.00	\$640
Backhoe Rental (1/2 day min)					1	LS	\$500.00	\$500
Subtotal Expenses								\$8,190
TOTAL COSTS - GEOTECHNICAL								\$19,092

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GEOTECHNICAL

MCCLELLAND CONSULTING ENGINEERS, INC.

BASIS OF ESTIMATE					
Description		Miles		# Borings	
Roadway - Planned Sain Street		N/A		6	
Existing Pavement (71B to Joyce)		N/A		3	
New Roadway (71B to Joyce)		N/A		3	
Description		# Bridges	# Bents	Length Ret. Walls	# Borings
Bridge across Mud Creek		1	4	N/A	4
Description					
Geotechnical Investigation will be conducted for the purpose of obtaining subgrade soil, rock, and existing pavement data to prepare a Geotechnical Report which will include recommendations for new pavement sections, overlay sections (if planned), road subgrade materials, planned grading, bridge abutment foundations, and retaining walls for the portion of the project from Highway 71B to Joyce Boulevard. The above cost estimate is relative to the planned Sain Street dimensions from Highway 71B to Joyce Boulevard. If changes occur to the project Geotechnical scope, such as the addition of side streets or the addition of roads and/or bridges west of Highway 71B, the project Geotechnical fee will adjust accordingly.					
Geotechnical investigation of the interchange area is not included in this scope of work.					

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FLOODPLAIN MODELING

MCCLELLAND CONSULTING ENGINEERS, INC.

MANHOURS									
TASK	PRE	TM	PE	TECH	CD	DRAFT	CLR	TOTAL	
H&H Study/ CLOMR									
Modeling & Design		8	80					88	
CLOMR Application & Report & FEMA Coord.		4	40	20				64	
TOTAL MH - FLOODPLAIN MODELING	0	12	120	20	0	0	0	152	
LABOR COSTS									
Category - Description						Rate	MH	Amount	
PRE - Principal Engineer						\$55.25	0	\$0	
TM - Task Manager						\$46.00	12	\$552	
PE - Project Engineer						\$38.00	120	\$4,560	
TECH - Technician						\$30.00	20	\$600	
CD - Chief Draftsman						\$27.00	0	\$0	
DRAFT - Draftsman						\$20.00	0	\$0	
CLR - Clerical						\$21.00	0	\$0	
							Subtotal	\$5,712	
							Overhead	171.17%	\$9,777
							Subtotal	\$15,489	
							Fee	\$1,859	
							FCCM	0.06%	\$3
							Subtotal Labor Costs	\$17,351	
EXPENSES									
ITEM					Quantity	Unit	Rate	Amount	
Printing (8 1/2 x 11)					500	each	\$0.05	\$25	
Plotting (22 x 34)					10	each	\$0.35	\$4	
Subtotal Expenses								\$29	
TOTAL COSTS - FLOODPLAIN MODELING								\$17,380	

BASIS OF ESTIMATE		
Description	Each	Miles
Length of Riverine Analysis		0.5
Number of proposed structures	1	
Description		
This effort will involve the hydraulic analysis in HEC-RAS and the mapping of floodplain modifications caused by the proposed bridge over Mud Creek. Upon completion of the design and analysis of the structure, a Conditional Letter of Map Revision will be prepared and submitted for FEMA Review.		
FEMA Fees to support this effort will be paid directly by the City of Fayetteville and are not included in these costs.		
The Letter of Map Revision required post-construction is not included in this scope of work or fee.		

APPENDIX B
B-1

SUBCONSULTANT AGREEMENT
JOB NO. 040688
FEDERAL AID PROJECT ("FAP") NO. STPU-9142(39)
Sain Street Extension (Fayetteville) (S)
Washington County

1. SUBCONSULTANT AGREEMENT

- 1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Engineering Services ("Prime Agreement") between the Consultant and the City of Fayetteville ("Owner") for Job No. 040688, dated _____, _____. Burns & McDonnell Engineering Company, Inc. ("Consultant") and Harbor Environmental, Inc. ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.
- 1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

Subconsultant shall perform the following scope in support of the project:

Title I Services:

2.1. ENVIRONMENTAL CLEARANCE DOCUMENTATION

- 2.1.1. *ENVIRONMENTAL DATA COLLECTION* Preliminary environmental data associated with the proposed project area will be collected and assessed for the social, economic, and environmental impacts area, including, but not restricted to:

- Wetlands and Stream Impacts
- Water Quality, including Public Drinking Supplies
- Terrestrial and Aquatic Communities
- Endangered and Threatened Species

ENVIRONMENTAL CONSTRAINTS MAP All environmental data collected will be transferred to digital sources to produce a map that indicates all known environmentally sensitive areas related to the above items and provided to the Consultant for avoidance and minimization of impacts.

2.1.2. BIOLOGICAL INVESTIGATIONS

- 2.1.2.1. The Subconsultant will conduct wetland surveys and delineations to determine the limits of all jurisdictional waters of the United States and potential

jurisdictional wetlands within the project limits. The area of project impact to jurisdictional waters, including wetlands and streams, will be determined to permit the project under Section 404 of the Clean Water Act. Wetlands will be delineated using the U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual of 1987 and applicable supplemental guidance published by the USACE for the project location.

2.1.2.2. The Subconsultant will contact the U.S. Fish and Wildlife Service (USFWS) to ensure all state and federally listed threatened and endangered species of concern are identified, as well as their habitat areas, to avoid/minimize impacts. This coordination will assist in providing guidelines from these agencies on existence, habitat and mitigation. If suitable habitat for any listed threatened or endangered species is encountered within potential location alternatives, it may be necessary to survey for the species. Presence and absence surveys for any listed threatened or endangered species are not included as a part of this scope.

2.1.3. STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SUBMITTAL The Subconsultant shall prepare a SWPPP containing all the necessary data needed to obtain a SWPPP permit for the project, including the AHTD, ADEQ and Owner data and details.

2.1.4. The Subconsultant shall prepare a Short Term Activity Authorization (STAA) to be submitted to ADEQ for work within Mud Creek.

Title II Services:

Title II Services are not included this Agreement.

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

3.1 This Agreement is a cost-plus-fixed-fee contract. The Subconsultant is being hired to perform professional services in connection with the Project as set forth herein. In consideration for Title I services performed, the Owner will reimburse the Consultant for allowable direct and indirect costs, as defined herein, and pay the Subconsultant a fixed fee.

3.2 "Contract Ceiling Price". The Contract Ceiling Price for this Agreement is **\$12,110**. The Contract Ceiling Price is the maximum aggregate amount of all payments that the Consultant may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Consultant related to Title I Services exceed the Contract Ceiling Price. The Subconsultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Consultant, its officers, agents, employees, or representatives, incur any liability for, any fee or cost, exceeding the Contract Ceiling Price.

3.3 "Indirect Cost Rate" The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Subconsultant under this Agreement is a provisional **130.94** percent.

3.4 "Fees." The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Consultant shall pay to the Subconsultant a fixed fee of **\$1,195** for Title I Services.

3.5 *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Subconsultant:

3.5.1 SCHEDULE OF SALARY RANGES

Staff Classification	Low Rate per Hour	High Rate per Hour
Task Director	\$35.23	\$52.32
Task Manager	35.23	38.40
Lead Environmental Scientist	25.65	39.01
Senior Engineer	25.64	29.36
Senior Environmental Scientist	21.61	25.65
Staff Environmental Scientist	14.63	20.05
Technician	14.63	20.05
Administrative Assistant	14.63	19.90

3.5.2 The Consultant shall reimburse the Subconsultant for overtime costs only when the overtime has been authorized in writing by the Consultant and Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Subconsultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.6 *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:

3.6.1 Not more often than once per month, the Subconsultant shall submit to the Consultant, in such form and detail as the Consultant or Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Consultant or Owner.

3.6.2 In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Subconsultant under this Agreement which meets the standards of quality established under this Agreement. The Subconsultant shall submit with the estimates any supporting data required by the Consultant or Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.

3.6.3 Upon approval of the estimate by the Consultant, payment upon properly executed vouchers shall be made to the Subconsultant, upon receipt of payment to the Consultant from Owner, of 100 percent of the allowed costs, and approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations (FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.

3.6.4 Before final payment under the Agreement, and as a condition precedent thereto, the Subconsultant shall execute and deliver to the Consultant a release of all claims which are known or reasonably could have been known to exist against the Consultant or Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Subconsultant from the operation of the release in amounts stated in the release.

3.7 *Title I Services, Title II Services, and Contract Ceiling Prices.* The parties agree that aggregate payments under this Agreement, including all costs and fees, shall not exceed the Contract Ceiling Price. The parties further agree that aggregate payments for Title I services under this Agreement, including all costs and fees, shall not exceed the Title I Services Ceiling Price; and that aggregate payments for Title II services under this Agreement, including all costs and fees, shall not exceed the Title II Services Ceiling Price. No adjustment of the Indirect Cost Rate or the Title II Multiplier, claim, or dispute shall affect the limits imposed by these ceiling prices. No payment of costs or fees shall be made above these ceiling prices unless the Agreement is modified in writing.

3.8 *Final payment:* The Subconsultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Consultant may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Subconsultant's compliance with all terms of this Agreement, the Consultant shall promptly pay any balance of allowable costs and any retainage owed to the Subconsultant once payment for those services has been received from the Owner. After the release of said retainage Subconsultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.

The Subconsultant shall pay to the Consultant any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Subconsultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Subconsultant has been reimbursed by the Consultant. Reasonable expenses incurred by the Subconsultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Consultant and Owner. Before final payment under this Agreement, the Subconsultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Consultant, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Subconsultant has been reimbursed by the Consultant under this Agreement; and,
- A release discharging the Consultant and Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.9 *Owner's Right to Withhold Payment.* The Consultant may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Subconsultant and made against the Consultant or Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Subconsultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding

any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Commission, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Commission, the AHTD, the FHWA, or any of their employees, officers, or agents.
- 5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.
- 5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

6. RECORDS & AUDITS

- 6.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 6.2. *Examination.* The Subconsultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Subconsultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 6.3. *Supporting Data.* If the Subconsultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Subconsultant's records, including computations and projections, related to—
 - The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;

- Discussions conducted on the proposal(s), including those related to negotiating;
 - Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 6.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Subconsultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 6.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 6.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—
- 6.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,
- 6.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

7. SUBCONTRACTING

- 7.1. Unless expressly disclosed in Appendix B, the Subconsultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 7.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Subconsultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Subconsultant of any responsibility, obligation, or duty under this Agreement.
- 7.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 7.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.

7.5. *Prompt Payment.* The Subconsultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Consultant to the Subconsultant. Any retainage payments held by the Subconsultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

8. COVENANT AGAINST CONTINGENCY FEES

8.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the AHTD and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

8.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

8.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

8.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

8.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

9. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 9.1. *Compliance with Regulations.* The Subconsultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Subconsultant Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 9.2. *Nondiscrimination.* The Subconsultant, with regard to the work performed by it during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- 9.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 9.4. *Information and Reports.* The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities as may be determined by the Owner, the AHTD, or the FHWA to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the Owner, the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 9.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant under the Agreement until the Subconsultant complies with the provisions and/or cancellation, termination, or suspension of the Subconsultant Agreement, in whole or in part.
- 9.6. *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subconsultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subconsultant may request the Owner, the AHTD, or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

10. DBE CLAUSE

- 10.1. The Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the AHTD may determine appropriate.

11. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

- 11.1. The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 11.2. The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 11.3. In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 12.1. The Subconsultant certifies, to the best of its knowledge and belief, that—
- 12.1.1. The Subconsultant and any of its Principals—
- 12.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;
- 12.1.1.2. Have not, within a 3-year period preceding this offer, 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) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 12.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 12.1.1.2; and,

12.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

12.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

12.3. The Subconsultant shall provide immediate written notice to the AHTD if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

12.4. The certification in subsection 12.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

13. NOTICE

13.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

13.1.1. To the Subconsultant:

Leslie Davis
Harbor Environmental, Inc. d/b/a Harbor Environmental and Safety
8114 Cantrell Road, Suite 350
Little Rock, AR 72227

13.1.2. To the Consultant:

Steven Beam, PE
Burns & McDonnell Engineering Company, Inc.
6815 Isaacs Orchard Road, Suite B3
Springdale, AR 72764

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

BURNS & MCDONNELL ENGINEERING
COMPANY, INC.

HARBOR ENVIRONMENTAL, INC.

BY: _____
Benjamin J. Biller, P.E.
Vice President

BY: _____
Leslie Davis
Principal

APPENDIX B
B-2

SUBCONSULTANT AGREEMENT
JOB NO. 040688
FEDERAL AID PROJECT ("FAP") NO. STPU-9142(39)
Sain Street Extension (Fayetteville) (S)
Washington County

1. SUBCONSULTANT AGREEMENT

- 1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Engineering Services ("Prime Agreement") between the Consultant and the City of Fayetteville ("Owner") for Job No. 040688, dated _____, _____. Burns & McDonnell Engineering Company, Inc. ("Consultant") and McClelland Consulting Engineers, Inc. ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.
- 1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

Subconsultant shall perform the following scope in support of the project:

2.1. Title I Services:

2.1.1.FIELD SURVEYS AND MAPPING

- 2.1.1.1. The Subconsultant shall be responsible for obtaining all required aerial photography and topographic mapping. The Subconsultant shall also be responsible for all field surveys including topographic surveys, hydraulic surveys, property surveys, and utility surveys, as needed, to identify all existing features along the project including soil borings and establishing project control. Surveying procedures and requirements as established by AHTD Survey Procedures Manual do not apply to this project. All services performed shall be consistent with Arkansas minimum standards and in compliance with Arkansas laws and regulations governing the practice of Land Surveyors and with all Federal, State and Local laws, regulations and ordinances applicable to the work.

2.1.2.ROADWAY DESIGN AND PLANS

- 2.1.2.1. Submit an updated cost estimate with each design review, include costs for utilities, etc. as applicable.

- 2.1.2.2. *CONCEPTUAL ROADWAY DESIGN (30% Submittal)* Submit design criteria to be used in the design of the project for approval by the Owner prior to beginning preliminary design work.
- 2.1.2.2.1. Provide application for a Conditional Letter of Map Revision for the proposed bridge crossing to the Owner for review and approval by the City Floodplain Administrator. An existing flood insurance rate study hydraulic model is available in HEC-RAS format which will be updated by the Consultant to include the proposed bridge and roadway.
- 2.1.2.2.2. Submit 30% plans for review by the Owner to include at a minimum: the proposed alignment with horizontal curve data, grades with vertical curve data, outline of proposed bridge showing length & width, limits of construction, existing property lines and r/w, floodway and floodplain limits, and existing aerial photography and/or topographic survey.
- 2.1.2.2.3. Analyze the existing northbound leg of the Joyce Boulevard & Vantage Drive intersection to provide an adequate left turn storage lane along with minor realignment of Vantage Drive to better meet the design standards for a collector street. Also analyze the need for a short left turn lane for E. Rainforest Road so that traffic will not back up into Joyce Boulevard.
- 2.1.2.2.4. Deliverables: Provide four (4) paper copies (half size 11x17), one electronic pdf, and AutoCad/Civil 3D files for plan review.
- 2.1.2.3. *PRELIMINARY ROADWAY DESIGN (50% Submittal)*
- 2.1.2.3.1. Obtain soil borings for pavement design.
- 2.1.2.3.2. Provide pavement design alternatives according to the requirements of the Roadway Design Plan Development Guidelines using AASHTO design procedures, and submit recommendation to Owner and AHTD for approval.
- 2.1.2.3.3. Provide the roadway plan sheets. A field inspection for each project may be performed at the 50% and 90% review level. Preliminary plans shall be submitted at the 50% level for AHTD approval of the geometric design, title sheet, and typical sections as defined in Attachment A - Roadway Design Plan Development Guidelines.
- 2.1.2.3.4. The Subconsultant shall prepare all design related displays to be used at the public meeting when needed. This would include, but not be limited to plans of the proposed route illustrating the proposed horizontal and vertical alignments complete with all bridge structure. All proposed and existing right of way requirements, including easements, shall be included on this display.
- 2.1.2.3.5. The preliminary roadway plans (50% submittal) shall show, as a minimum:
- The title sheet shall generally conform to the AHTD standard title sheet.

- The typical sections will include notes pertaining to slopes, tolerances, leveling, and other items. The typical sections will contain information depicting the width of the subgrade, all lanes, shoulders, and clear zones. The side slopes (run/rise) and finished grade cross slopes (ft./ft.) will also be shown. The point of profile will be defined and the location of pipe underdrains if needed will be illustrated. The location and shape for all ditches will be also be depicted.
- Based on traffic data and geotechnical investigations, pavement design recommendations will be delivered to the Owner and AHTD for their review and approval. Pertinent data and design calculations will be provided as well as the actual pavement section recommendations. The approved pavement designs will be incorporated into the typical sections.
- Project specific details required to properly construct elements of the job that are not covered in the standard drawings or other plan drawings will be developed as needed.
- Control detail sheets of the survey baseline and design centerline with control point data in accordance with the standard used by the Roadway Design Division of AHTD (required only if survey is necessary).
- Roadway Plan & Profile Sheets
- The plan and profile sheets will contain information including the following in the plan view: proposed centerline and travel lanes, existing topography, existing utilities, horizontal geometry (curve data, PI's, bearings), north arrow, lane and shoulder dimensions, taper dimensions, proposed driveways and side streets, proposed cross drains and related construction notes, bridge end stationing, sketch of bridge layouts, guardrail locations, turning radii, limits of existing and proposed right-of-way and control of access (including fence), permanent and temporary construction easements, construction limits, location of right-of-way points and benchmarks, floodplain limits, and other data as required.
- The plan and profile sheets will contain information including the following in the profile view: proposed vertical geometry (including VPI's, grades, and ditch grades), superelevation station limits, benchmarks, existing ground profile, and drainage information.
- Maintenance of Traffic Plans (50%)
- The maintenance of traffic signing details will suggest a sequence of construction to complete major phases of the project. It will clearly identify barricades to be placed, striping to be removed, striping to be placed prior to diversion of traffic, and possible detour routes and the stages required to maintain traffic during construction. These details will supplement AHTD standard drawings TC-1, TC-2, TC-3, TC-4, and TC-5.
- Signing & Pavement Marking Plans (50%)
- Erosion control plans
- Water & Sewer Facilities

- 2.1.2.3.6. As directed by the Owner and based on findings from the 30% design phase, the Subconsultant will produce plans related to the relocation of existing water and sewer facilities which are directly affected by the project.
 - 2.1.2.3.7. Provide four (4) paper copies (half size 11x17), one electronic pdf, and AutoCad/Civil 3D files of plans for right of way review, and 50% plan review.
 - 2.1.2.3.8. Attend preliminary field inspection, if required.
 - 2.1.2.3.9. Make revisions necessary to respond to comments made at the 30% review as well as comments made at the preliminary field inspection.
 - 2.1.2.3.10. Provide design information necessary for environmental documentation and environmental permits to be obtained by the Consultant.
 - 2.1.2.3.11. Provide an interim construction cost estimate.
- 2.1.2.4. *FINAL ROADWAY DESIGN (90% & 100% Submittal)*
- 2.1.2.4.1. The objective of this phase is to complete roadway, bridge, and right-of-way plans for the project. In the final design phase, comments from the 50% submittal will be addressed, all quantities will be calculated, right-of-way plans developed, and a construction cost estimate calculated. The final plans review will be performed and comments will be incorporated into the final plans. Comments from the 90% submittal will be incorporated and final design of the roadway and bridge will proceed with the written approval by the Owner or the AHTD.
 - 2.1.2.4.2. Comments from the review of 50% plans will be incorporated in 90% plans and all sheets will be updated with appropriate quantity callouts once quantities are tabulated.
 - 2.1.2.4.3. The permanent pavement marking details illustrate pavement markings and traffic sign placement. All signing, striping and delineation will be in accordance with the latest edition of the Manual of Uniform Traffic Control Devices and shall conform to AHTD and federal regulations, laws and policies. These details will supplement AHTD standard drawings PM-1 and PM-2.
 - 2.1.2.4.4. Survey control sheets will show the horizontal and vertical control points and horizontal alignment data in plan view at the appropriate scale. The following information will be provided: Traverse Point Table-Point number, northing, easting, and elevation (if applicable). Horizontal alignment data-Curve number, point type (PC/PI/PT), station, northing, and easting. The appropriate notes will also be included.

- 2.1.2.4.5. Erosion control plans will be developed and will include temporary measures that will be put in place at the start of construction. The information for temporary measures include the location of silt fences (station/offset at PI's), rock berms, sediment basins, as well as other strategies to prevent pollution of streams by stormwater runoff from the project site. Permanent erosion control measures that will be left in place after construction is complete will also be noted.
- 2.1.2.4.6. Cross sections for all roadways will be shown at a 1:1 scale and include the items required in the "Roadway Design Plan Development Guidelines". In addition, any matchlines will be labeled and sections will be provided at bridge ends, begin/end tapers, nose points, begin/end auxiliary lanes, and any pipes/culverts perpendicular to centerline construction. Inlet and outlet sections will be shown for pipes/culverts on skews.
- 2.1.2.4.7. The Subconsultant will produce plan and profile sheets related to the relocation of existing water and sewer facilities which are directly affected by the project.
- 2.1.2.4.8. Quantities will be calculated and tabulated using the 2014 Standard Specifications for Highway Construction and the appropriate supplemental and job specific special provisions and AHTD's Roadway Design Plan Development Guidelines and Roadway Design Training Guide. The quantity sheets will display the tabulated quantities in typical AHTD format. A summary of quantities sheet will be provided that tabulates all quantity items by pay item number, description, unit, and quantity. The quantity sheets and summary of quantities will be inserted into the plans between the permanent pavement marking details and the survey control sheets
- 2.1.2.4.9. Provide special provisions.
- 2.1.2.4.10. Provide transportation management plan.
- 2.1.2.4.11. Provide construction cost estimate.
- 2.1.2.4.12. Provide four (4) paper copies (half size 11x17), one electronic pdf, and AutoCad/Civil 3D files of plans for right of way review, and 90% plan review.
- 2.1.2.4.13. Attend final field inspections, if required.
- 2.1.2.4.14. Make plan changes resulting from the 90% review, subsequent reviews, and final field inspection.
- 2.1.2.4.15. Perform all other work required to advertise and receive bids.
- 2.1.2.4.16. Provide hydraulic certification (if necessary).

- 2.1.2.4.17. Provide six (6) paper copies & one electronic pdf of half size signed and sealed plans along with the final AutoCad/Civil 3D files.

2.1.3. RIGHT-OF-WAY PLANS

2.1.3.1. PRELIMINARY AND FINAL DESIGN

- 2.1.3.1.1. Provide Right-of-Way Plans. (See Attachment B "Stage Submittal of Right of Way Plans")

2.1.4. FLOODPLAIN MAPPING & MODELING

2.1.4.1. CONDITIONAL LETTER OF MAP REVISION

- 2.1.4.1.1. The Subconsultant shall perform necessary Hydrologic & Hydraulic studies as required to prepare necessary HEC-RAS models to support the bridge and roadway design within the Mud Creek floodplain and to prepare and submit to FEMA a Conditional Letter of Map Revision (CLOMR) for the project.
- 2.1.4.1.2. The Subconsultant shall make necessary revisions to the CLOMR and its supporting documents during the review of the CLOMR by FEMA.

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

- 3.1 This Agreement is a cost-plus-fixed-fee contract.
- 3.2 "Contract Ceiling Price." The Contract Ceiling Price for this Agreement is **\$198,037**. The Contract Ceiling price is the maximum aggregate amount of all payments that the Consultant may become obligated to make under this Agreement. In no event, unless modified in writing, shall total payments by the Consultant related to Title I Services exceed the Contract Ceiling Price. The Subconsultant shall not be entitled to receive adjustment, reimbursement, or payment for, nor shall the Consultant, its officers, agents, employees, or representatives, incur any liability for, any fee or cost related to, Title I Services exceeding the Contract Ceiling Price.
- 3.3 The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Subconsultant under this Agreement shall be **171.17** percent with a FCCM of **0.06** percent.
- 3.4 *Fees.* The justification for the fees and costs is contained in Appendix A. In addition to reimbursement of the allowable costs as set forth above, the Consultant shall pay to the Subconsultant a fixed fee of **\$20,282** for Title I Services.
- 3.5 *Salaries.* The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Subconsultant:

3.5.1 SCHEDULE OF SALARY RANGES

Staff Classification	Low Rate per Hour	High Rate per Hour
Principal Engineer	\$45.30	\$66.50
Task Manager	33.50	63.45
Registered Land Surveyor	30.75	42.00
Survey Party Chief	22.65	33.00
Survey Field Crewman	13.60	25.70
Project Engineer	25.65	60.45
Geotechnical Engineer	25.35	47.75
Chief Draftsman	22.65	31.00
Draftsman	18.10	24.00
Technician	16.60	34.50
Survey Technician	22.65	31.65
Lab/Engineering Technician	16.25	35.00
Field Technician	12.65	19.60
Clerical	13.60	24.50
Administrative Assistant	18.10	32.90

- 3.5.2 The Consultant shall reimburse the Subconsultant for overtime costs only when the overtime has been authorized in writing by the Consultant and Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Subconsultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.

3.6 *Invoices, Reimbursement, and Partial Payments.* Submission of invoices and payment of the fees shall be made as follows, unless modified by the written agreement of both parties:

- 3.6.1 Not more often than once per month, the Subconsultant shall submit to the Consultant, in such form and detail as the Consultant or Owner may require, an invoice or voucher supported by a statement of the claimed allowable costs for performing this Agreement, and estimates of the amount and value of the work accomplished under this Agreement. The invoices for costs and estimates for fees shall be supported by any data requested by the Consultant or Owner.
- 3.6.2 In making estimates for fee purposes, such estimates shall include only the amount and value of the work accomplished and performed by the Subconsultant under this Agreement which meets the standards of quality established under this Agreement. The Subconsultant shall submit with the estimates any supporting data required by the Consultant or Owner. At a minimum, the supporting data shall include a progress report in the form and number required by the Owner.
- 3.6.3 Upon approval of the estimate by the Consultant, payment upon properly executed vouchers shall be made to the Subconsultant, upon receipt of payment to the Consultant from Owner, of 100 percent of the allowed costs, and approved amount of the estimated fee, less all previous payments. Notwithstanding any other provision of this Agreement, only costs and fees determined to be allowable by the Owner in accordance with subpart 31.2 of the Federal Acquisition Regulations

(FAR) in effect on the date of this Agreement and under the terms of this Agreement shall be reimbursed or paid.

- 3.6.4 Before final payment under the Agreement, and as a condition precedent thereto, the Subconsultant shall execute and deliver to the Consultant a release of all claims which are known or reasonably could have been known to exist against the Consultant or Owner arising under or by virtue of this Agreement, other than any claims that are specifically excepted by the Subconsultant from the operation of the release in amounts stated in the release.

3.7 *Final payment.* The Subconsultant shall submit a completion invoice or voucher, designated as such, promptly upon completion of the work, but no later than forty-five (45) days (or longer, as the Consultant may approve in writing) after the completion date. Upon approval of the completion invoice or voucher, and upon the Subconsultant's compliance with all terms of this Agreement, the Consultant shall promptly pay any balance of allowable costs and any retainage owed to the Subconsultant once payment for those services has been received from the Owner. After the release of said retainage Subconsultant agrees that it will continue to provide consultation services to the Owner as needed through supplemental agreement(s) with respect to the contracted services under this Agreement until all work is completed under both Title I and Title II.

The Subconsultant shall pay to the Consultant any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Subconsultant or any assignee under this Agreement, to the extent that those amounts are properly allocable to costs for which the Subconsultant has been reimbursed by the Consultant. Reasonable expenses incurred by the Subconsultant for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Consultant and Owner. Before final payment under this Agreement, the Subconsultant and each assignee whose assignment is in effect at the time of final payment shall execute and deliver—

- An assignment to the Consultant, in form and substance satisfactory to the Owner, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Subconsultant has been reimbursed by the Consultant under this Agreement; and,
- A release discharging the Consultant and Owner, its officers, agents, and employees from all liabilities, obligations, and claims which were known or could reasonably have been known to exist arising out of or under this Agreement.

3.8 *Owner's Right to Withhold Payment.* The Consultant may withhold payment to such extent as it deems necessary as a result of: (1) third party claims arising out of the services of the Subconsultant and made against the Consultant or Owner; (2) evidence of fraud, over-billing, or overpayment; (3) inclusion of non-allowable costs; (4) failure to make prompt payments to subcontractors in the time provided by this Agreement; (5) payment requests received including fees for unapproved subcontractors; and/or (6) the Subconsultant's default or unsatisfactory performance of services. The withholding of payment under this provision shall in no way relieve the Consultant of its obligation to continue to perform its services under this Agreement.

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

- 4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments,

costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Commission, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Commission, the AHTD, the FHWA, or any of their employees, officers, or agents.
- 5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.
- 5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

6. RECORDS & AUDITS

- 6.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 6.2. *Examination.* The Subconsultant shall maintain, and the Owner, AHTD, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Subconsultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 6.3. *Supporting Data.* If the Subconsultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, AHTD, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Subconsultant's records, including computations and projections, related to—
 - The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;
 - Discussions conducted on the proposal(s), including those related to negotiating;

- Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 6.4. *Audit.* The Owner, AHTD, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Subconsultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 6.5. *Reports.* If the Consultant is required to furnish cost, funding, or performance reports, the Owner, AHTD, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Consultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 6.6. *Availability.* The Consultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this Section and Section 28, Disputes and Claims, for examination, audit, or reproduction, until five years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—
- 6.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,
- 6.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

7. SUBCONTRACTING

- 7.1. Unless expressly disclosed in Appendix B, the Subconsultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 7.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Subconsultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Subconsultant of any responsibility, obligation, or duty under this Agreement.
- 7.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 7.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.

7.5. *Prompt Payment.* The Subconsultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Consultant to the Subconsultant. Any retainage payments held by the Subconsultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:

- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Subconsultant;
- notify any sureties; and/or,
- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

8. COVENANT AGAINST CONTINGENCY FEES

8.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the AHTD and Consultant shall have the right to annul this Subconsultant Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

8.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.

8.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.

8.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.

8.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

9. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 9.1. *Compliance with Regulations.* The Subconsultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Subconsultant Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 9.2. *Nondiscrimination.* The Subconsultant, with regard to the work performed by it during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- 9.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment.* In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- 9.4. *Information and Reports.* The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, and accounts, other sources of information, and its facilities as may be determined by the Owner, the AHTD, or the FHWA to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the Owner, the AHTD or the FHWA, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 9.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the FHWA may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant under the Agreement until the Subconsultant complies with the provisions and/or cancellation, termination, or suspension of the Subconsultant Agreement, in whole or in part.
- 9.6. *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subconsultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Subconsultant may request the Owner, the AHTD, or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

10. DBE CLAUSE

- 10.1. The Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the AHTD may determine appropriate.

11. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

- 11.1. The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.
- 11.2. The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Consultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.
- 11.3. In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

- 12.1. The Subconsultant certifies, to the best of its knowledge and belief, that—
- 12.1.1. The Subconsultant and any of its Principals—
- 12.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;
- 12.1.1.2. Have not, within a 3-year period preceding this offer, 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) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 12.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 12.1.1.2; and,

12.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

12.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

12.3. The Subconsultant shall provide immediate written notice to the AHTD if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

12.4. The certification in subsection 12.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

13. NOTICE

13.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

13.1.1. To the Subconsultant:

Mr. Kevin Beaumont, C.Eng.
McClelland Consulting Engineers, Inc.
1810 N. College Ave.
Fayetteville, AR 72703

13.1.2. To the Consultant:

Steven Beam, PE
Burns & McDonnell Engineering Company, Inc.
6815 Isaacs Orchard Road, Suite B3
Springdale, AR 72764

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

BURNS & MCDONNELL ENGINEERING
COMPANY, INC.

MCCLELLAND CONSULTING
ENGINEERS, INC.

BY: _____
Benjamin J. Biller, P.E.
Vice President

BY: _____
Daniel Barnes, P.E.
President-Fayetteville

APPENDIX C
C-1

State Job No. 040688
Federal Aid Project No. STPU-9142(39)

CERTIFICATION OF CONSULTANT

I hereby certify that I, Benjamin J. Biller, P.E., am the Vice-President and duly authorized representative of the firm of Burns & McDonnell Engineering Company, Inc. whose headquarters address is 9400 Ward Parkway, Kansas City, MO 64114, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 31 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

The Burns & McDonnell Engineering Company, Inc. ("Consultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Consultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Consultant's programs and activities, as well as the Consultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Consultant's nondiscrimination policies may be directed to Melissa Wood (ADA/504/Title VI Coordinator 816-822-3129 (Voice/TTY 711), or the following email address: mwood@burnsmcd.com).

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

Authorized Firm Representative

Date

APPENDIX C
C-2

State Job No. 040688
Federal Aid Project No. STPU-9142(39)

CERTIFICATION OF SUBCONSULTANT

I hereby certify that I, Leslie Davis, am the Principal and duly authorized representative of the firm of Harbor Environmental, Inc. whose headquarters address is 8114 Cantrell Road, Suite 350, Little Rock, AR 72227, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 9 of this Subconsultant Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

The Harbor Environmental, Inc. ("Subconsultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Subconsultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Subconsultant's programs and activities, as well as the Subconsultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Subconsultant's nondiscrimination policies may be directed to Robin Gee (ADA/504/Title VI Coordinator), 501-663-8800, (Voice/TTY 711), or the following email address: rgee@harborenv.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

Authorized Firm Representative

Date

APPENDIX C
C-3

State Job No. 040688
Federal Aid Project No. STPU-9142(39)

CERTIFICATION OF SUBCONSULTANT

I hereby certify that I, Daniel Barnes, P.E., am the President-Fayetteville and duly authorized representative of the firm of McClelland Consulting Engineers, Inc. whose headquarters address is 900 W. Markham, Little Rock, AR 72201, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 9 of this Subconsultant Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

The McClelland Consulting Engineers, Inc. ("Subconsultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Subconsultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Subconsultant's programs and activities, as well as the Subconsultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Subconsultant's nondiscrimination policies may be directed to Blake Downing (ADA/504/Title VI Coordinator), (501) 376-4522 (Voice/TTY 711), or the following email address: bdowning@mccllelland-engrs.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

Authorized Firm Representative

Date

APPENDIX C
C-4

State Job No. 040688
Federal Aid Project No. STPU-9142(39)

CERTIFICATION OF CITY OF FAYETTEVILLE, ARKANSAS

I hereby certify that I am the Mayor of the City of Fayetteville, Arkansas and that the aforementioned consulting firm or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract to:

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee contributions donation, or consideration of any kind:

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal-Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Mayor, City of Fayetteville, Arkansas

APPENDIX D
PROJECT SCHEDULE
Sain Street Extension
Fayetteville, Arkansas



Project Task	2016							2017												2018										
	April	May	June	July	August	September	December	January	February	March	April	May	June	July	August	September	November	December	January	February	March	April	May	June						
Environmental Clearance Documentation																														
Existing Project Data Review																														
Field Assessments & Reports				(Note: Harbor Environmental, DBE, will support BMcD with wetland investigations, threatened & endangered species, and associated reports.)																										
Agency Coordination							(Note: Harbor Environmental, DBE, will support BMcD with U.S. Army Corps of Engineers and USFW Coordination.)																							
Prepare CE Document																														
CE Document Q-Review & Revision																														
Submit CE Document/ AHTD Review																														
FHWA Eng. & Operational Acceptability Rev.																														
Data Gathering (Prior Reports & Existing Traffic)																														
Operational Analysis Update & Schematic Design																														
Prepare Access Modification Report																														
City & AHTD Review of Report																														
Revise Report and/or Analysis																														
FHWA Review of Report																														
Non-interchange Alternatives Analysis																														
Design Charette																														
Data Gathering (Existing Traffic Data)																														
Schematic Design & Operations Analysis																														
Prepare Alternatives Analysis Report																														
City Review of Alternatives Analysis																														
Design																														
Preparation & Approval of Design Criteria																														
Field Surveys & Mapping																														
Roadway/Bridge Design & Plan Production				30% Design				50% Design					90% Design					Final												
Roadway/Bridge Plan Q-Review & Revision																														
Review of PS&E																														
Geotechnical Investigation																														
Floodplain Mapping & FEMA Coordination																														
Prepare CLOMR																														
CLOMR Review by FEMA																														
Utility Coordination & Relocation Design																														
Utility Relocation Design & Plan Production																														
Utility Relocation Plan Q-Review																														
Review of Utility Relocation Plans																														
Right of Way Documents																														
ROW Document Preparation																														
ROW Document Q-Review & Revision																														
Review of ROW Documents																														
Bidding, Advertising, and CM Services	Timing of these is services subject to receipt of funds for the construction of the project. We understand the City desires to seek future STP-A allocations for the work.																													

- Activity led by Burns & McDonnell
- Activity led by City of Fayetteville
- Activity led by McClelland Consulting Engineers
- Activity led by Agency other than City of Fayetteville



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

November 4, 2014

Mayor Lioneld Jordan
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: Sain Street Connection (Phase 1 – Joyce Blvd. to Front Street) Design and Environmental
FFY 2015 Surface Transportation Program - Attributable (STP-A)

Dear Mayor Jordan:

I am pleased to inform you the Sain Street Project was selected by the Northwest Arkansas Regional Planning Commission on September 24, 2014 for FFY 2015 STP-A funding. The total project cost and STP-A funds awarded are shown below:

STP-A	\$320,000
City	<u>\$80,000</u>
Total	\$400,000

The STP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2015 funding is published.

These funds are required to be obligated by the end of the Federal Fiscal Year which ends on September 30, 2015. All required AHTD submittals and required approvals for this project should be completed by August 15, 2015 in order to allow sufficient time to obligate the STP-A funds for this project.

Please note that STP-A projects "...must comply with applicable provisions in Title 23, such as project agreements, authorization to proceed prior to incurring costs, prevailing wage rates (Davis-Bacon), competitive bidding, and other contracting requirements, regardless of whether the projects are located within the right-of-way of a Federal-aid highway."

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

Sincerely,

Jeff Hawkins
Director

Cc: Mr. Paul Simms, AHTD



U.S. Department
of Transportation
**Federal Highway
Administration**

Arkansas Division

December 7, 2015

700 W. Capitol Ave
Room 3130
Little Rock, AR 72201-3298
(501) 324-5625
(501) 324-6423(Fax)
angel.correa@dot.gov

In Reply Refer To:
HDA-AR

Mr. Scott Bennett
Director
Arkansas State Highway and Transportation Department
10324 Interstate 30
Little Rock, AR 72203-2261

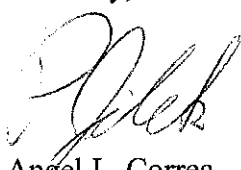
Dear Mr. Bennett:

In his letter dated October 5, 2015, Mr. Kevin Thornton of your staff recommends approval to use the remaining funds earmarked for the Fayetteville Expressway Economic Development Corridor (FEEDC) for the design and construction of Job 040688, Sain Street Extension. AHTD's recommendation is based on the project's location and purpose matching the earmark's project description.

Based on the project's location and functionality, the Sain Street Extension is considered to be a continuation of the FEEDC and therefore is eligible for HPP earmarked funding.

If you have any questions or concerns, please contact Cordell Lyons of my staff at 501-324-6434.

Sincerely,


For Angel L. Correa
Division Administrator

City of Fayetteville - Purchase Order Request (PO)						Requisition No.:		Date:	
(Not a Purchase Order)									
All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.						P.O Number:			
Purchase shall not be made until an actual PO has been issued.									
Vendor #: 8609		Vendor Name: Burns & McDonnell Eng Inc				Mail ☒ YES ☐ NO		Legistar#: 2016-0095	
Address: 9400 Ward Parkway				FOB Point:		Taxable ☐ YES ☒ NO			
City: Kansas City		State: MO		Zip Code: 64114		Ship to code:		Expected Delivery Date:	
Requester: Chris Brown				Requester's Employee #: 2695		Extension: 8207			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Professional Services	1		137,695.00	\$137,695.00	4520.9555.5314.00	06035.3400		
2	Professional Services	1		420,000.00	\$420,000.00	4470.9470.5314.00	06035.3400		
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions:						Subtotal: \$557,695.00			
						Tax: \$0.00			
						Total: \$557,695.00			
Approvals:									
Mayor: _____			Department Director: _____			Purchasing Manager: _____			
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____			
Dispatch Manager: _____			Utilities Manager: _____			Other: _____			

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Tentative Agenda
March 8, 2016
Page 151 of 342

Budget Year	Division: Engineering	Adjustment Number
2016	Dept.: Development Services	
	Requestor: Kristin Cavette	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Burns & McDonnell Engineering Company, Inc. and the City have negotiated a contract for the design of Sain Street Extension (N. Front Street to Vantage Blvd). The cost of the contract is \$557,695.00. This project is a grant using Federal-aid funds administered by AHTD. The City's portion is \$137,695 which will be paid with 2013 Street Bond funds. The grant portion to be reimbursed by AHTD is \$420,000.

RESOLUTION/ORDINANCE	COUNCIL DATE:	3/15/2016
	LEGISTAR FILE ID#:	2016-0095
	<i>Barbara Fell</i>	
	2/26/2016 3:27 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	420,000	420,000					v.20160125
	Increase / (Decrease)		Project.Sub#				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
4470.0947.4309.00	-	420,000	06035	3400	RE	Federal Grants - Capital	
4470.9470.5314.00	420,000	-	06035	3400	EX	Professional Services	
4520.9555.5314.00	137,695	-	06035	3400	EX	Professional Services	
4520.9555.5809.00	(137,695)	-	06035	2700	EX	Street Improvements	
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					



City of Fayetteville, Arkansas

Tentative Agenda
March 8, 2016
113 West Mountain Road, Suite 100
Fayetteville, AR 72701
(479) 575-8323
Page 6 of 342

Text File

File Number: 2016-0096

Agenda Date: 3/15/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 10

GARVER, LLC SUPPLEMENTAL AGREEMENT NO. 1:

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$455,066.00 FOR ADDITIONAL ARCHEOLOGICAL TESTING AND MITIGATION SERVICES ASSOCIATED WITH THE DESIGN OF A PORTION OF RUPPLE ROAD BETWEEN WEST STARRY NIGHT VIEW AND WEST MOUNT COMFORT ROAD, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves Supplemental Agreement No. 1 to the contract with Garver, LLC in an amount not to exceed \$455,066.00 for additional archeological testing and mitigation services associated with the design of a portion of Rurple Road between West Starry Night View and West Mount Comfort Road.

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

2016-0096

Legistar File ID

3/15/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Paul Libertini

2/26/2016

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to approve Supplemental Agreement No. 1 to the contract with Garver, LLC in the amount of \$455,066.00 for additional Archeological Testing & Mitigation Services associated with the design of Ruppel Road, and to approve a Budget Adjustment.

Budget Impact:

4520.9555.5314.00

Transportation Bonds

Account Number

Fund

06035.3100

Ruppel Rd (BF Lane to Mt Comfort)

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 141,802.00

Funds Obligated \$ 125,297.00

Current Balance \$ 16,505.00

Does item have a cost? Yes

Item Cost \$ 455,066.00

Budget Adjustment Attached? Yes

Budget Adjustment \$ 717,697.00

Remaining Budget \$ 279,136.00

V20140710

Previous Ordinance or Resolution # 34-14

Original Contract Number: 2310

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 15, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Paul Libertini, Staff Engineer 

DATE: February 26, 2016

SUBJECT: **A Resolution to approve Supplemental Agreement No. 1 to the contract with Garver, LLC in the amount of \$455,066.00 for additional Archeological Testing & Mitigation Services associated with the design of Ruppel Road, and to approve a Budget Adjustment.**

RECOMMENDATION:

Staff recommends City Council approval of Supplemental Agreement No.1 as the additional work described below is warranted and necessary to comply with the stipulations incorporated in the Memorandum Of Agreement (MOA) with the Federal Highway Administration, the Arkansas State Highway & Transportation Department, the City of Fayetteville and the Arkansas State Historic Preservation Officer (SHPO), and approval of the attached Budget Adjustment.

BACKGROUND:

Federal Aid - Surface Transportation Program-Attributable (STP-A) funds are now available to Northwest Arkansas after the Census Bureau determined the urbanized population to be over 200,000 and the FHWA designated Northwest Arkansas as a Transportation Management Area (TMA). In becoming a TMA, the Northwest Arkansas Regional Planning Commission, of which Fayetteville is a member, will have STP-A discretionary funding available at approximately \$7M per year. Under current legislation, these STP-A funds can be utilized for all permitted transportation projects at the discretion of the TMA Policy Committee. Northwest Arkansas has been officially designated a TMA and approximately \$6.5M are available to the area for 2013.

An application for federal funding for Ruppel Road between Wedington Drive & Mount Comfort Road was submitted to and approved by the Northwest Arkansas Regional Planning Commission (NWARPC). However, the subject project should be considered Phase I of the overall project limits. The total project (Phase I) estimate is \$3,700,000. The design phase is estimated at \$400,000 which was submitted for FY 2013 funding. On January 23, the NWARPC approved funding of the design phase for \$320,000 (80%) from the Surface Transportation Program-Attributable (STP-A), but the City must provide a 20% match of \$80,000. The remainder of the project funding will be submitted for future year's available STP-A funding.

On February 18, 2014, Garver entered into a contract with the City for the design of Ruppel Road for a fee of \$352,879.00. The proposed improvements begin at the northern edge of the Starry Night View and proceed north approximately 1,700 linear feet to tie into the existing signalized intersection at Mount Comfort Road and Ruppel Road (existing northern leg of intersection). To date, Garver has completed the 50% plans and have scheduled a public meeting in March 2016. Environmental concerns, specifically historically significant artifacts, have delayed this project while staff and the consultant worked with SHPO to develop an acceptable mitigation plan,

On September 23, 2015, the NWARPC awarded this project an additional \$680,000 (80%) of STP-A funds with a City match of \$170,000 (20%) for a total of \$850,000 for FFY 2016. This funding is for the Environmental, Right Of Way and Utility phases of the Ruppel Road project. A portion of this funding will pay for Supplemental Agreement No. 1.

Total Federal-aid STP-A funding for this project is now \$1,000,000.00 with a City match of \$250,000.00.

DISCUSSION:

Due to the findings of the Phase I Cultural Resources Survey and a letter dated November 14, 2014 from the Department of Arkansas Heritage, Phase II Archeological Testing and Phase III Archeological Mitigation will be required in order for the project to proceed. The City entered into the MOA in October 2015 in which SHPO has approved the Treatment Plan developed by Flat Earth Archeology, LLC to mitigate the impacts to cultural and archeological artifacts due to the forthcoming bridge and road construction over a site which has been recommended to be eligible for inclusion in the National Register of Historic Places (NRHP). Supplemental Agreement No. 1 with Garver, LLC is essentially necessary to incorporate the significant work required of the subconsultant, Flat Earth Archeology, LLC which is critical to complying with the environmental requirements of this historical project site.

BUDGET/STAFF IMPACT:

This project is based on an Agreement Of Understanding with AHTD in which Federal Aid money will pay 80% of the contract amount and the City will pay 20%. The Federal portion will be paid from the Surface Transportation Program-Attributable (STP-A) funds. City funds will be from the Transportation Bond Program. The cost of the services included in Supplemental Agreement No. 1 will not exceed **\$455,066.00**, with the City's share being 20% or \$91,013.00.

Attachments:

Supplemental Agreement No. 1 for Engineering Services
MOA (Memorandum Of Agreement)
Treatment Plan by Flat Earth Archeology, LLC
Purchase Order

Supplemental Agreement No. 1
AHTD Job No. 040657
FEDERAL AID PROJECT (FAP) NO. STPU-9142(36)
W. Starry Night View - W. Mount Comfort Rd. (N. Ruppel Rd)(Fayetteville)(S)

Date: _____

WHEREAS, the City of Fayetteville and Garver, LLC (Garver) entered into an Agreement for Engineering Services on February 18, 2014; and,

WHEREAS, the Agreement for Engineering Services contained provisions to prepare an Environmental Assessment (EA) document in accordance with the National Environmental Policy Act (NEPA) and it was later determined that a Categorical Exclusion (CE) document was acceptable; and,

WHEREAS, the Agreement for Engineering Services excluded Archeological Services beyond a Phase I Cultural Resources Survey. Due to the findings of the Phase I Cultural Resources Survey and a letter dated November 14, 2014 from the Department of Arkansas Heritage, Phase II Archeological Testing and Phase III Archeological Mitigation will be required in order for the project to proceed; and,

WHEREAS, the City of Fayetteville desires for Garver to provide the supplemental services to include both Phase II & Phase III Archeological Testing and Mitigation services and reduce the scope of work for the environmental documentation from an Environmental Assessment (EA) to a Categorical Exclusion (CE),

NOW THEREFORE, the following modifications will be made to the Agreement to include the described additional items of work:

MODIFICATIONS:

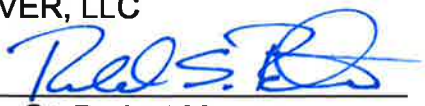
1. The "Contract Ceiling Price" (Section 1.2) is increased by \$455,066 from \$352,879 to \$807,945.
2. The "Title I Services Ceiling Price" (Section 1.12) is increased by \$455,066 from \$352,879 to \$807,945.
3. The "Title I Fixed Fee" (Section 1.3.4) is decreased by \$1,841.00 from \$34,271.00 to \$32,430.00.
4. See Attachment A for modification to Section 7.3 Environmental Documentation, Section 13.1 Environmental Deliverables, and 17.1.
5. See Attachment A-1 for modifications to Appendix A – Justification of fees and costs.

6. See Attachment B for a Subconsultant agreement with Flat Earth Archeology, LLC for Phase III Archeological Mitigation.
7. See Attachment B-1 for the Justification of Fees for the Flat Earth Archeology, LLC Subconsultant Agreement.
8. See Attachment B-2 for the Certification of the Subconsultant.

IN WITNESS WHEREOF, the parties execute this Supplemental Agreement No. 1, to be effective upon the date set out above.

GARVER, LLC

BY: _____


Sr. Project Manager

CITY OF FAYETTEVILLE

BY: _____

Mayor

ATTACHMENT A
SA-1

State Job No. 040657
Federal Aid Project No. STPU-9142(36)

The following modifications shall be made to Sections 7.3, 13.1, and 17.1:

7.3.1. The Consultant will prepare a Tier Three Categorical Exclusion (CE) document that will meet AHTD and FHWA standards in accordance with the National Environmental Policy Act (NEPA). The Consultant shall undertake the following additional items:

- Perform specialist studies for the preferred alternative: Phase I Cultural Resources Survey, Phase II Archeological Significance Testing, Phase III Archeological Mitigation, Wetland Delineation, Hazardous Materials database review, and Noise Analysis
- Organize and participate in one public involvement meeting
- Develop and coordinate approval of a CE

7.3.4. *Tier Three Categorical Exclusion* - The Consultant will perform social, economic, and environmental studies for inclusion in the environmental documentation. The goal is to provide the documentation necessary to obtain FHWA approval of a CE. The work to be performed shall consist of preparing a CE document based on the NEPA process for the proposed project in accordance with AHTD and FHWA policies and procedures. The objectives of this task are: (1) to describe the existing social, economic and physical conditions within the corridor; (2) to identify and evaluate the short-term and long-term impacts of the proposed improvements; and (3) to identify and recommend minimization and/or mitigation measures to be incorporated in the design and/or operation plan for the project.

7.3.5. Cultural Resources and Historic Properties – [Add the additional tasks]

- *Phase II Archeological Significance Testing* – Perform additional testing in accordance with the SHPO determinations and findings of the Phase I Study. Fieldwork will include excavation of 1 x 1 meter units at the three archeological sites, project paperwork, historical research, permanent curation of any artifacts found with the University of Arkansas Collections Facility and their associated fees, written report for project and recommendations for SHPO review.
- *Phase III Archeological Mitigation* – Prepare a Memorandum of Agreement and Treatment Plan for the Archeological Site 3WA235. Perform archeological mitigation of the project site as described in the subconsultant contract with Flat Earth Archeology, LLC.

7.3.12. Public Hearing – Not Applicable

7.3.13. *Prepare Tier Three Categorical Exclusion Document* - A draft CE will be prepared and submitted electronically to the City of Fayetteville and AHTD for review and comment. Any necessary revisions to the draft CE will be incorporated. Submit final draft to the Owner and AHTD for FHWA approval. All work on the project shall conform to the applicable requirements of the AHTD/ FHWA as defined at the time of the notice to proceed. The Consultant will provide designated number of copies of environmental document after FHWA approval and distribute as directed. An electronic copy of the approved environmental document in pdf format will be provided to the City of Fayetteville and AHTD.

7.3.14. Finding of No Significant Impact (FONSI) – Not Applicable.

ATTACHMENT A
SA-1

State Job No. 040657
Federal Aid Project No. STPU-9142(36)

13. DELIVERABLES

13.1. Environmental

- 13.1.10. Draft CE submittal to City of Fayetteville in MS Word format for text and pdf format for figures and attachments (up to 10 copies)
- 13.1.11. Final CE submittal to City of Fayetteville, the AHTD and the FHWA
- 13.1.12. Not Applicable
- 13.1.16. Phase II Archeological Significance Testing Findings Report (4 copies)
- 13.1.17. MOA and Treatment Plan for Archeological Site (4 copies)

17. TERM, COMMENCEMENT, AND COMPLETION

- 17.1. This Agreement shall commence on the effective date set forth and remain in effect until the completion of the Consultant's Scope of Services, as defined herein, to be completed **within a period of 30 months not including bidding**, unless agency review times exceed the projected time periods or unless the time is extended or terminated by the Owner in accordance with this Agreement.

ATTACHMENT A-1
SUPPLEMENTAL AGREEMENT 1 - Justification of Costs and Fees Revision
December 30, 2015
W. Starry Night View - W. Mount Comfort Rd. (N. Ruppel Rd.)(Fayetteville) (S)
Job 040657
SUMMARY

PROJECT ADMINISTRATION	HOURS	SALARY	FEE	EXPENSES	TOTAL
Garver	91	\$6,263	\$752	\$644	\$7,659
SURVEYS	HOURS	SALARY	FEE	EXPENSES	TOTAL
Garver	256	\$16,981	\$2,038	\$2,763	\$21,782
TRAFFIC STUDY	HOURS	SALARY	FEE	EXPENSES	TOTAL
Garver	40	\$5,424	\$651	\$31	\$6,106
ENVIRONMENTAL	HOURS	SALARY	FEE	EXPENSES	TOTAL
Garver	594	\$59,797	\$7,176	\$1,978	\$68,951
SA #1 - Garver	(157)	(\$15,342)	(\$1,841)	\$21,235	\$4,052
SA #1 - Flat Earth Archeology, LLC (Subconsultant Agreement)	15,066	\$298,920	\$20,000	\$132,094	\$451,014
GEOTECHNICAL INVESTIGATION	HOURS	SALARY	FEE	EXPENSES	TOTAL
GHBW (Subconsultant Agreement)	258	\$20,631	\$2,476	\$3,509	\$26,615
BRIDGE	HOURS	SALARY	FEE	EXPENSES	TOTAL
Garver	910	\$95,856	\$11,503	\$600	\$107,959
ROADWAY DESIGN, PLANS, AND SPECS	HOURS	SALARY	FEE	EXPENSES	TOTAL
Garver	977	\$86,386	\$10,366	\$306	\$97,058
ROW	HOURS	SALARY	FEE	EXPENSES	TOTAL
Garver	124	\$10,522	\$1,263	\$30	\$11,815
BIDDING	HOURS	SALARY	FEE	EXPENSES	TOTAL
Garver	37	\$4,348	\$522	\$64	\$4,934
PROJECT TOTALS	HOURS	SALARY	FEE	EXPENSES	TOTAL
Garver	2,872	\$270,235	\$32,430	\$27,651	\$330,316
GHBW	258	\$20,631	\$2,476	\$3,509	\$26,615
Flat Earth Archeology, LLC	15,066	\$298,920	\$20,000	\$132,094	\$451,014
Original Total	3,287	\$306,208	\$36,747	\$9,925	\$352,879
SA #1 Total	14,909	\$283,578	\$18,159	\$153,329	\$455,066
Project Total	18,196	\$589,786	\$54,906	\$163,254	\$807,945

SUPPLEMENTAL AGREEMENT 1 - Justification of Costs and Fees Revision
December 30, 2015
W. Starry Night View - W. Mount Comfort Rd. (N. Ruppel Rd.)(Fayetteville) (S)
Job 040657

Tentative Agenda
March 8, 2016
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ENVIRONMENTAL AMENDMENTS - GARVER

MANHOURS								
TASK	SPM	PM	PE	SES	TECH	ARCH	ADMIN	TOTAL
ENVIRONMENTAL								
Environmental Data Collection (air, land use, economic, socioeconomic, etc...)				(12)	(2)			(14)
Public Hearing Attendance, Handouts, Exhibits, Site Selection	(8)	(8)	(8)	(28)	(50)			(102)
Public Hearing Response to Comments and Synopsis			(8)	(16)				(24)
Phase II Archeological Significance Testing Coordination			6	12				18
Phase III Archeological Mitigation Coordination			16	24				40
Prepare Draft EA Document			(2)	(38)	(22)			(62)
Prepare Draft CE Document			2	10	8			20
Review Draft EA Document	(2)	(2)		(2)				(6)
Review Draft CE Document	1	1		1				3
Revisions to Draft EA Document Per City and AHTD Comments		(1)		(6)	(4)			(11)
Revisions to Draft CE Document Per City and AHTD Comments		1		8	2			11
Final EA and FONSI Document Preparation			(2)	(20)	(4)		(2)	(28)
Final Tler Three CE Document Preparation			2	6	4		2	14
Final EA and FONSI Review and Submittal	(1)	(4)		(6)				(11)
Final Tier Three CE Review and Submittal	1	1		2				4
Distribute Final FHWA-Approved EA		(1)		(2)			(6)	(9)
Total MH - Environmental	(9)	(13)	6	(67)	(68)	0	(6)	(157)
LABOR COSTS								
Description (Billing Class)					Rate		MH	Amount
SPM - Project Manager (E-5/E-6)					\$68.10		(9)	(\$613)
PM - Project Manager (E-3/E-4)					\$44.20		(13)	(\$575)
PE - Project Engineer (E-2)					\$36.00		6	\$216
SES - Sr. Environmental Scientist (P-1)					\$35.00		(67)	(\$2,345)
ST - Sr. Technician (T-2)					\$28.00		(68)	(\$1,904)
ARCH - Registered Archaeologist (P-2)					\$45.00		0	\$0
ADMIN - Administrative Assistant (X-1)					\$19.00		(6)	(\$114)
							Subtotal	(\$5,335)
Overhead							187.57%	(\$10,007)
							Subtotal	(\$15,342)
							Fee	(\$1,841)
Subtotal Labor Costs								(\$17,183)
EXPENSES								
ITEM	Quantity	Unit				Rate	Amount	
Printing B&W	(500)	each				\$0.10	(\$50)	
Printing Color	(100)	each				\$0.65	(\$65)	
Environmental Database		each				\$250.00	\$0	
Public Meeting Displays	(8)	each				\$50.00	(\$400)	
Mileage		miles				\$0.56	\$0	
Miscellaneous (Courier)		each				\$12.00	\$0	
Phase II Archeological Significance Testing (Flat Earth Archeology, LLC)	1	LS				\$21,750.00	\$21,750	
Subtotal Direct Costs								\$21,235
TOTAL COSTS - ENVIRONMENTAL AMENDMENTS - GARVER								\$4,052
BASIS OF ESTIMATE - ENVIRONMENTAL AMENDMENTS - GARVER								
Up to One Environmental public meeting								
Specialist Studies include Noise, Cultural Resources, Wetlands and Hazardous Waste								

ATTACHMENT B

SUBCONSULTANT AGREEMENT

JOB NO. 040657

FEDERAL AID PROJECT ("FAP") NO. STPU-9142(36)

W. Starry Night View – W. Mount Comfort Rd. (N. Ruppel Road)(Fayetteville) (S)

1. SUBCONSULTANT AGREEMENT

- 1.1. The services to be performed under this Subconsultant Agreement will be performed in connection with the Agreement for Engineering Services ("Prime Agreement") between the Consultant and the City of Fayetteville ("Owner") for Job No. 040657, dated **February 18, 2014**. Garver, LLC ("Consultant") and Flat Earth Archeology, LLC ("Subconsultant") hereby agree that the Subconsultant shall perform the professional and related services as described herein. In consideration for the performance of the professional services the Consultant agrees to compensate (and reimburse, if applicable) the Subconsultant in the manner and at the rate(s) provided herein.
- 1.2. The definitions of the Prime Agreement, and its provisions relating to the obligations, duties, and rights of subcontractors, *or which are otherwise required to be inserted into any subcontracting agreements*, are deemed to be part of, and are hereby incorporated by reference into, this Subconsultant Agreement and made binding upon the Subconsultant.

2. DESCRIPTION OF PROJECT AND SERVICES TO BE PROVIDED

- 2.1. The City of Fayetteville has programmed a project for the extension of Ruppel Road from W. Starry Night View to W. Mount Comfort Road in Fayetteville, Washington County, Arkansas.
- 2.2. The project generally consists of providing environmental documentation, surveys, geotechnical studies, traffic studies, hydraulic studies, roadway & bridge design and plans, and right of way plans. Storm drainage systems, maintenance of traffic and other incidental systems and facilities will be designed and constructed as necessary.
- 2.3. The proposed improvements will begin at W. Starry Night View and proceed approximately 2,000 linear feet to W. Mount Comfort Road.
- 2.4. "Services to be Provided by Subconsultant." Flat Earth Archeology, LLC will perform the following tasks regarding the Cultural Resources for the project:
 - 2.4.1. Subconsultant will prepare a Treatment Plan for inclusion in the MOA related to the mitigation of Site 3WA235. All work will conform to the standards set for the State of Arkansas as described in *A State Plan for the Conservation of Archeological Resources in Arkansas* and the standards set by the U.S. Secretary of Interior's Standards and Guidelines for Archeological and Historic Preservation. The Treatment Plan will be subject to approval from the City of Fayetteville, AHTD, the State Historic Preservation Office, and the FHWA.
 - 2.4.2. Subconsultant will contact landowners to secure right of access as needed prior to accessing field work locations. Underground utility locations will be cleared prior to beginning field work.

- 2.4.3. Subconsultant will perform the field work as defined in the approved MOA and Treatment Plan including the mechanized stripping under the direct supervision of a Registered Professional Archeologist (RPA), establishing the metric grid, hand excavations, screening, and recording of artifacts.
- 2.4.4. All artifacts recovered in the field will be bagged and assigned an FSN number and each bag will contain pertinent information regarding the project number, site number, feature or unit number, level and depth, date, and archeologist's initials.
- 2.4.5. If human remains are found, all work in the vicinity that could disturb the remains will cease. The remains will be left as found, covered, and reasonable measures will be made to safeguard the find until the proper authorities and parties can be identified and briefed. The City of Fayetteville, AHTD, SHPO, and relevant law enforcement agencies will be contacted immediately upon discovery.
- 2.4.6. Subconsultant will perform the laboratory testing as defined in the approved MOA and Treatment Plan including washing, sorting, testing, analyzing, and preparations required for the permanent curation with the University of Arkansas Collections Facility in accordance with the *Arkansas State Plan*.
- 2.4.7. Subconsultant will prepare a Management Summary report containing the results of the excavations & analysis, document the methods & procedures, and address the data needs as outlined in the Treatment Plan. The report will meet all guidelines outlined in the *Arkansas State Plan* and will be submitted to the signatories of the MOA and the Arkansas Archeological Survey (AAS) within one year of completion of the field work.

3. COSTS, FEES, PAYMENTS AND RATE SCHEDULES

- 3.1. This Agreement is a cost-plus-fixed-fee contract. The Subconsultant is being hired to perform professional services in connection with the Project as set forth herein. In consideration for Title I services performed, the Consultant will reimburse the Subconsultant for allowable direct and indirect costs, as defined herein, and pay the Subconsultant a fixed fee. If Title II services are to be performed, the Consultant will reimburse the Subconsultant for allowable direct costs and also pay the Subconsultant an amount determined by multiplying the salary rate of the individual(s) performing the Title II services, as shown on the Schedule of Salary Ranges, by the Title II Multiplier.
- 3.2. "Indirect Cost Rate." The Indirect Cost Rate is defined in the provisions of 48 C.F.R. Part 31, and is also subject to any limitations contained herein. The Indirect Cost Rate for the Subconsultant under this Agreement shall be **20** percent.
- 3.3. **Salaries.** The following schedule covers the classification of personnel and the salary ranges for all personnel anticipated to be assigned to this project by the Subconsultant:

3.3.1. SCHEDULE OF SALARY RANGES

Description	Min. Hourly	Max. Hourly
Principal	\$36.00	\$42.00
Project Manager	\$27.00	\$33.00
Field Crew Chief	\$18.00	\$24.00
Field Technician	\$14.00	\$20.00
Laboratory Technician	\$14.00	\$18.00
Equipment Operator	\$18.00	\$23.00

- 3.4. The Consultant shall reimburse the Subconsultant for overtime costs only when the overtime has been authorized in writing by the Owner. When authorized, overtime shall be reimbursed at the rate of time and one-half for all nonexempt employees. Notwithstanding this provision, the Subconsultant must comply with all federal and state wage and hour laws and regulations, regardless whether the overtime is considered reimbursable under this Agreement.
- 3.5. For the work described herein, the Consultant will pay the Subconsultant on a cost plus fixed fee basis. The total Ceiling Price for the professional services will be **\$451,014** with a fixed fee of **\$20,000**. The justification for the fees and costs is contained in Appendix B-1. The Subconsultant will submit monthly invoice indicating the amount complete. Consultant will not be required to pay Subconsultant for work represented by invoices received more than 60 days after the billing period when the work occurred.
- 3.6. The Consultant will bill the Owner monthly. All Subconsultant bills must be received 10 calendar days prior to the last Friday of the month in order to be included in the Consultant's invoice to the Owner for that month. Payment to the Subconsultant will be made within 10 days of the Consultant receiving payment from the Owner for the Subconsultant work included in each invoice.

4. COMPENSATION SUBJECT TO LIMITATIONS OF FEDERAL AND STATE LAW

- 4.1. The Project (as defined in the Prime Agreement), part of which is to be performed under this Subconsultant Agreement, is a federally-assisted project and federal funds will be used, in part, to pay the Consultant and Subconsultant. Therefore, notwithstanding any provision of this Subconsultant Agreement or the Prime Agreement, all payments, costs, and expenditures are subject to the requirements and limitations of 48 C.F.R. Part 31, including those relating to determination of indirect cost rates, if applicable. The Subconsultant shall certify the accuracy of all invoices, requests for payment, and cost rates (if applicable), along with supporting documentation and any supporting information or records provided prior to, during, or after the term of this Subconsultant Agreement.

5. COMMISSION, AHTD, AND FHWA AS THIRD PARTY BENEFICIARIES

- 5.1. This Subconsultant Agreement is between and binding upon only the Consultant and Subconsultant. The Commission, AHTD, and FHWA are not parties to this Subconsultant Agreement, but are expressly made third-party beneficiaries of this Subconsultant Agreement and shall be entitled to enforce any obligation of the Subconsultant owed to the Consultant. No provision of this Subconsultant Agreement or the Prime Agreement, nor the exercise of any right thereunder, shall be construed as creating any obligation or any liability on the part of, or operating as a waiver of any immunity of, the Commission, the AHTD, the FHWA, or any of their employees, officers, or agents.
- 5.2. The Subconsultant's sole recourse, if any, for any injury arising under or related to this Subconsultant Agreement, the performance of services hereunder, or compensation or claims hereunder, shall be against the Consultant.
- 5.3. The Disputes and Claims provisions of the Prime Agreement shall not apply to this Subconsultant Agreement.

6. RECORDS & AUDITS

- 6.1. *Records* includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- 6.2. *Examination.* The Subconsultant shall maintain, and the Owner, FHWA, and their authorized representatives shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs (direct and indirect) claimed to have been incurred or anticipated to be incurred in performance of this Agreement. This right of examination shall also include examination and audit of any records considered, relied upon, or relating to the determination of the Indirect Cost Rate or any certification thereof, including any CPA audit relied upon to establish the rate. This right of examination shall also include inspection at all reasonable times of the Subconsultant's offices and facilities, or parts of them, engaged in performing the Agreement.
- 6.3. *Supporting Data.* If the Subconsultant has been required to submit data in connection with any action relating to this Agreement, including the negotiation of or pre-negotiation audit of the Indirect Cost Rate, the negotiation of the Fee, request for cost reimbursement, request for payment, request for an adjustment, or assertion of a claim, the Owner, FHWA, or their authorized representatives, in order to evaluate the accuracy, completeness, and accuracy of the data, shall have the right to examine and audit all of the Consultant's records, including computations and projections, related to—
- The determination or certification of the Indirect Cost Rate, including any independent CPA audit or certification thereof;
 - Any proposal for the Agreement, subcontract, or modification;
 - Discussions conducted on the proposal(s), including those related to negotiating;
 - Fees or allowable costs under the Agreement, subcontract, or modification;
 - Performance of the Agreement, subcontract or modification; or,
 - The amount and basis of any claim or dispute.
- 6.4. *Audit.* The Owner, FHWA, or their authorized representatives, shall have access to and the right to examine any of the Subconsultant's records involving transactions related to this Agreement or a subcontract hereunder.
- 6.5. *Reports.* If the Subconsultant is required to furnish cost, funding, or performance reports, the Owner, FHWA, or their authorized representatives shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Subconsultant's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.
- 6.6. *Availability.* The Subconsultant shall retain and make available at its office at all reasonable times the records, materials, and other evidence described in this section and Section 29, Disputes and Claims, for examination, audit, or reproduction, until six years after final payment under this Agreement, or for any longer period required by statute or by other clauses of this Agreement. In addition—
- 6.6.1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be retained and made available for five years after the termination; and,

6.6.2. Records relating to any claim or dispute, or to litigation or the settlement of claims arising under or relating to this Agreement shall be retained and made available until after any such claims or litigation, including appeals, are finally resolved.

7. SUBCONTRACTING

- 7.1. Unless expressly disclosed in Appendix B, the Subconsultant may not subcontract any of the services to be provided herein without the express written approval of the Owner. All subcontractors, including those listed in Appendix B, shall be bound by the terms of this Agreement. All subcontractors shall be subject to all contractual and legal restrictions concerning payment and determination of allowable costs, and subject to all disclosure and audit provisions contained herein and in any applicable federal or state law.
- 7.2. Unless the consent or approval specifically provides otherwise, neither consent by the Owner to any subcontract nor approval of the Subconsultant's purchasing system shall constitute a determination (1) of the acceptability of any subcontract terms or conditions, (2) of the acceptability of any subcontract price or of any amount paid under any subcontract, or (3) to relieve the Subconsultant of any responsibility, obligation, or duty under this Agreement.
- 7.3. No subcontract placed under this Agreement shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement subcontracts shall not exceed the fee limitations of the FAR.
- 7.4. Furthermore, notwithstanding any other provision within this Agreement, no reimbursement or payment for any markup of the cost of any subcontract shall be considered by the Owner without the express written agreement of the Owner.
- 7.5. *Prompt Payment.* The Consultant shall pay subcontractors for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the Owner to the Consultant. Any retainage payments held by the Consultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Consultant. If the Consultant fails to comply with this provision, in addition to any other rights or remedies provided under this Agreement, the Owner, at its sole option and discretion, may:
- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the Owner, against reimbursements or payments otherwise due the Consultant;
 - notify any sureties; and/or,
 - withhold any or all reimbursements or payments otherwise due to the Consultant until the Consultant ensures that the subcontractors have been and will be promptly paid for work performed.

8. COVENANT AGAINST CONTINGENCY FEES

- 8.1. The Subconsultant warrants that no person or agency has been employed or retained to solicit or obtain this Subconsultant Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the AHTD and Consultant shall have the right to annul this Subconsultant

Agreement without liability or, in its discretion, to deduct from the Contract Price or consideration, or otherwise recover, the full amount of the contingent fee.

- 8.2. *Bona fide agency*, as used in this section, means an established commercial or selling agency, maintained by the Subconsultant for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds itself out as being able to obtain any government contract or contracts through improper influence.
- 8.3. *Bona fide employee*, as used in this section, means a person, employed by the Subconsultant and subject to the Subconsultant's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain government contracts nor holds out as being able to obtain any government contract or contracts through improper influence.
- 8.4. *Contingent fee*, as used in this section, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a government contract.
- 8.5. *Improper influence*, as used in this section, means any influence that induces or tends to induce a government employee or officer to give consideration or to act regarding a government contract on any basis other than the merits of the matter.

9. TITLE VI ASSURANCES (NONDISCRIMINATION)

During the performance of this Subconsultant Agreement, the Subconsultant, for itself, successors, and assigns, certifies and agrees as follows:

- 9.1. *Compliance with Regulations*. The Subconsultant shall comply with the Regulations relative to Title VI (Nondiscrimination in Federally-assisted programs of the Department of Transportation and its operating elements, especially Title 49, Code of Federal Regulations, Part 21 and 23 Code of Federal Regulations, as amended, and hereinafter referred to as the Regulations). These regulations are herein incorporated by reference and made a part of this Subconsultant Agreement. Title VI provides that the recipients of Federal financial assistance will maintain and implement a policy of nondiscrimination in which no person shall, on the basis of race, color, national origin, sex, age, or disability, be excluded from participation in, denied the benefits of, or subject to discrimination under any program or activity by recipients of Federal financial assistance or their assignees and successors in interest.
- 9.2. *Nondiscrimination*. The Subconsultant, with regard to the work performed by it during the term of this Subconsultant Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by Section 21.5 of the Regulations, including employment practices.
- 9.3. *Solicitations for Subcontracts, Including Procurements of Material & Equipment*. In all solicitations, either by competitive bidding or negotiation, made by the Subconsultant for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subconsultant of the Subconsultant's obligations under this Subconsultant Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

- 9.4. *Information and Reports.* The Subconsultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities by the Owner, the AHTD or the FHWA to be pertinent to ascertain compliance with such regulations and directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Subconsultant shall so certify to the Owner, the AHTD, or the FHWA, as appropriate, and shall set forth the efforts made by the Subconsultant to obtain the records or information.
- 9.5. *Sanctions for Noncompliance.* In the event of the Subconsultant's noncompliance with the nondiscrimination provisions of this Subconsultant Agreement, the Owner shall impose such contract sanctions as it, the AHTD, or the Federal Highway Administration may determine to be appropriate, including but not limited to, withholding of payments to the Consultant or Subconsultant under the Agreement until the Subconsultant complies with the provisions and cancellation, termination, or suspension of the Subconsultant Agreement, in whole or in part.
- 9.6. *Incorporation of Provisions.* The Subconsultant shall include the terms and conditions of this section in every subcontract including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Subconsultant shall take such action with respect to any subcontract or procurement as the Owner, the AHTD, or FHWA may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; *provided*, however that, in the event the Subconsultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Subconsultant may request the Owner, the AHTD, or the United States to enter into the litigation to protect the interests of the State and the United States, respectively.

10. DBE CLAUSE

- 10.1. The Subconsultant shall not discriminate on the basis of race, color, national origin, sex, age, religion, or disability in the performance of this Subconsultant Agreement. The Subconsultant shall comply with the applicable requirements of 49 C.F.R. Part 26 and perform any actions necessary to maintain compliance in the award and administration of DOT-assisted contracts. Failure by the Subconsultant to comply with or perform these requirements is a material breach of this Subconsultant Agreement, which may result in the cancellation, termination, or suspension of this Subconsultant Agreement in whole or in part, or such other remedy that the AHTD may determine appropriate.
- 10.2. *Prompt Payment.* The Subconsultant shall pay its subcontractors, if any, for satisfactory performance of their subcontracts within 30 days of receipt of each payment by the AHTD to the Subconsultant. Any retainage payments held by the Subconsultant must be returned to the subcontractor within 30 days after the subcontractor's work is completed. Failure to comply with this provision shall be considered a Default by the Subconsultant. If the Subconsultant fails to comply with this provision, in addition to any other rights or remedies provided under this Subconsultant Agreement, the AHTD, at its sole option and discretion, may:
- make payments directly to the subcontractor and offset such payments, along with any administrative costs incurred by the AHTD, against reimbursements or payments otherwise due the Subconsultant;
 - notify any sureties; and/or,

- withhold any or all reimbursements or payments otherwise due to the Subconsultant until the Subconsultant ensures that the subcontractors have been and will be promptly paid for work performed.

10.3. The Subconsultant shall insert a clause containing all the terms of this section in all subcontracts under this Subconsultant Agreement.

11. TITLE II OF THE AMERICANS WITH DISABILITIES ACT (NONDISCRIMINATION)

11.1 The Subconsultant will comply with the provisions of the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Federal Aid Project Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

11.2 The Subconsultant, during the term of this Agreement, shall not discriminate on the basis of race, color, sex, national origin, age, religion or disability, in admission or access to and treatment in programs and activities associated with this Agreement, or in the selection and retention of subcontractors, including procurement of material and leases of equipment. The Subconsultant shall not participate either directly or indirectly in any discrimination prohibited by the Regulations, including employment practices.

11.3 In accordance with Section 504 regulations 49 C.F.R. Part 27.15, the Owner's Notice of Nondiscrimination is required in any bulletins, announcements, handbooks, pamphlets, brochures, and any other publications associated with this Agreement that are made available to the public, program participants, applicants or employees.

12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

12.1. The Subconsultant certifies, to the best of its knowledge and belief, that—

12.1.1. The Subconsultant and any of its Principals—

12.1.1.1. Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal or state agency;

12.1.1.2. Have not, within a 3-year period preceding this offer, 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) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

12.1.1.3. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subsection 10.1.1.2; and,

12.1.1.4. The Subconsultant has not within a 3-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency.

12.2. *Principals*, for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or

business segment, and similar positions). This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, title 18, United States Code, as well as any other applicable federal and state laws.

- 12.3. The Subconsultant shall provide immediate written notice to the AHTD if, at any time prior to contract award, the Subconsultant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 12.4. The certification in subsection 10.1 is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Subconsultant knowingly rendered an erroneous certification, the AHTD may terminate the contract resulting from this solicitation for default in addition to any other remedies available to the AHTD.

13. INSURANCE

- 13.1. *Professional Liability Insurance Coverage.* The Subconsultant shall maintain at all times during the performance of services under this Agreement professional liability insurance coverage for errors, omissions, and negligent acts arising out of the performance of this Agreement in an amount per claim of not less than five (5) times the original Contract Ceiling Price or \$2,000,000, whichever is less. Such insurance shall extend to the Subconsultant and to its legal representatives in the event of death, dissolution, or bankruptcy, and shall cover the errors, omissions, or negligent acts of the Subconsultant's subcontractors, agents, and employees. Such insurance shall extend to any errors, omissions, and negligent acts in the performance of services under this Agreement committed by the Subconsultant or alleged to have been committed by the Subconsultant or any person for whom the Subconsultant is legally responsible.
- 13.2. *Deductible.* The Subconsultant may maintain a professional liability insurance policy with a deductible clause in an amount approved by the Consultant if, in the judgment and opinion of the Consultant, the Subconsultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible. The Subconsultant shall submit promptly to the Consultant, upon request as often as quarterly, detailed financial statements and any other information requested by the Consultant to reasonably determine whether or not the Subconsultant's financial resources are sufficient to adequately cover possible liability in the amount of the deductible.
- 13.3. *Worker's Compensation Insurance.* The Subconsultant shall at all times during the Term of this Agreement maintain Worker's Compensation and Employers Liability Insurance as required under Arkansas law.
- 13.4. *General Liability Insurance.* The Subconsultant shall at all times during the term of this Agreement maintain comprehensive general liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, and comprehensive automobile liability insurance coverage for bodily injury and property damage in the combined single limit of \$1,000,000, which shall cover all owned, hired, and non-owned vehicles. The Subconsultant's insurance coverage shall also cover restoration of plans, drawings, field notes, and other documents in the event of their loss or destruction while in the custody of the Subconsultant.
- 13.5. *Insurance Policies and Certificates.* The Subconsultant shall provide the Consultant upon request copies of its insurance policies and evidence satisfactory to the Consultant concerning the effectiveness and the specific terms of the insurance. Prior to the execution of this Agreement, the Subconsultant shall furnish to the Consultant certificates of

insurance reflecting policies in force, and it shall also provide certificates evidencing all renewals of any expiring insurance policy required hereunder within thirty (30) days of the expiration thereof. The Subconsultant's failure to provide and continue in force and effect any insurance required under this Article shall be deemed a Default for which Consultant, in its sole discretion, may terminate this Agreement immediately or on such other terms as it sees fit.

- 13.6 *Additional Insurance Requirements.* All insurance maintained by the Subconsultant pursuant to this Section shall be written by insurance companies licensed to do business in Arkansas, in form and substance satisfactory to the Consultant, and shall provide that the insurance will not be subject to cancellation, termination, or change during its term except upon thirty (30) days prior written notice to the Consultant.
- 13.7 *Duration of Insurance Obligations.* The Subconsultant shall maintain its professional insurance coverage required under this Agreement in force and effect for a period not less than five years after the final acceptance of the project or the completion of the Subconsultant's services under this Agreement, whichever comes later. Comprehensive General Liability Insurance Coverage required under this Agreement shall be in full force and effect until the final acceptance or the completion of the Subconsultant's services, whichever comes later. All other insurance shall be maintained in full force and effect until final acceptance of the project or completion of the Subconsultant's services, whichever comes first.
- 13.8 *Subconsultant's Insurance Primary.* All insurance policies maintained by the Subconsultant pursuant to this Agreement shall provide that the subconsultant's insurance shall be primary and the Consultant's own insurance shall be non-contributing.
- 13.9 *Additional Insured.* All liability insurance policies, except the professional liability policy, maintained by the Subconsultant pursuant to this Agreement shall be endorsed to include the Owner, Consultant, Commission and their officers, directors, managers, employees, agents, assigns and representatives, individually and collectively, as additional insured, and all property damage insurance shall be endorsed with a waiver of subrogation by the insurer as to the Consultant.

14. NOTICE

14.1. All notices, approvals, requests, consents, or other communications required or permitted under this Agreement shall be mailed or hand-delivered to:

14.1.1. To the Subconsultant:

Chris Branam, RPA
Flat Earth Archeology, LLC
117 Financial Drive
Cabot, AR 72023

14.1.2. To the Consultant:

Ron Petrie, PE
Garver, LLC
2049 E. Joyce Boulevard, Suite 400
Fayetteville, AR 72703

IN WITNESS WHEREOF, the parties execute this Subconsultant Agreement, to be effective _____.

Garver, LLC.

BY: 
Ronald S. Petrie, PE
Sr. Project Manager
2/23/16
Date

Flat Earth Archeology, LLC

BY: 
Chris Branam, RPA
Principal/Office Manager
2/18/16
Date

ATTACHMENT B - 1 - Justification of Costs and Fees
December 30, 2015
W. Starry Night - W. Mount Comfort Rd. (N. Ruppel Road)(Fayetteville)(S)
Job 040657

ARCHEOLOGICAL

MANHOURS							
TASK	PR	PM	CC	FLT	EO	TOTAL	
Phase III Mitigation							
Treatment Plan Preparation		34				34	
Field Work (21 Field Techs, 2 Crew Chiefs, 1 PM)		528	1,056	11,088		12,672	
Backhoe Stripping			40	80	40	160	
Laboratory Analysis				1,600		1,600	
Management/Coordination		120				120	
Final Report		480				480	
TOTAL MH - ARCHEOLOGICAL	0	1,162	1,096	12,768	40	15,066	
LABOR COSTS							
Category - Description				Rate	MH	Amount	
PR - Principal				\$40.00	0	\$0	
PM - Project Manager				\$30.00	1,162	\$34,860	
CC- Field Crew Chief				\$20.00	1,096	\$21,920	
FLT - Field/Laboratory Technician				\$15.00	12,768	\$191,520	
EO - Equipment Operator				\$20.00	40	\$800	
					Subtotal	\$249,100	
					Overhead	20.00%	\$49,820
					Subtotal	\$298,920	
					Fee	\$20,000	
					FCCM	0.00%	\$0
					Subtotal Labor Costs	\$318,920	
EXPENSES							
ITEM	Quantity	Unit	Rate	Amount			
Printing (8.5x11)	13,400	each	\$0.10	\$1,340			
Vehicle mileage	5,370	mile	\$0.55	\$2,954			
Travel expenses (23 Staff Members for 80 calendar days)	1,840	day	\$65.00	\$119,600			
Backhoe equipment rental	5	day	\$50.00	\$250			
Radiocarbon Dating Tests (Beta Analytics)	3	each	\$600.00	\$1,800			
Protein/Lipid Residue Analysis Test (Paleo Research)	4	each	\$500.00	\$2,000			
Pollen/Starch Analysis (Paleo Research)	2	each	\$600.00	\$1,200			
Curation Fee (Arkansas Archeological Survey)	10.0	cu ft	\$145.00	\$1,450			
Geomorphology Investigation and Report (University of Arkansas)	1	LS	\$1,500.00	\$1,500			
		Subtotal Expenses				\$132,094	
TOTAL COSTS - ARCHEOLOGICAL						\$451,014	

ATTACHMENT B-2
SA-1

State Job No. 040657
Federal Aid Project No. STPU-9142(36)

CERTIFICATION OF CONSULTANT

I hereby certify that I, Chris Branam, am a Principal and duly authorized representative of the firm of Flat Earth Archeology, LLC whose headquarters address is 117 Financial Drive, Cabot, AR, and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, brokerage, contingent fee, or other considerations, any firm or person (other than a bona fide employee working solely for me) to solicit or secure this contract,
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me) any fee contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the contract;
- (d) included any costs which are not expressly allowable under the cost principles of the FAR of 48 CFR 31, whether direct or indirect. All known material transactions or events that have occurred affecting the firm's ownership, organization and indirect cost rates have been disclosed.

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Arkansas State Highway and Transportation Department and the Federal Highway Administration, U.S. Department of Transportation, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

Furthermore, as a recipient of Federal Aid Highway Funds, I certify and hereby agree to the conditions of Title VI Assurances as outlined in Section 31 of this Agreement and shall insert the Notice of Nondiscrimination Statement as shown below in all solicitation of work or procurement of materials or equipment.

NOTICE OF NONDISCRIMINATION STATEMENT

Flat Earth Archeology, LLC ("Consultant"), complies with all civil rights provisions of federal statutes and related authorities that prohibited discrimination in programs and activities receiving federal financial assistance. Therefore, the Consultant does not discriminate on the basis of race, sex, color, age, national origin, or disability, in the admission, access to and treatment in Consultant's programs and activities, as well as the Consultant's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Consultant's nondiscrimination policies may be directed to Chris Branam (ADA/504/Title VI Coordinator), 117 Financial Drive, Cabot, AR 72023, (501.286.7124), or the following email address: chrisb@flateartharcheology.com.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.


Authorized Firm Representative


Date



THE DEPARTMENT OF ARKANSAS
HERITAGE

Asa Hutchinson
Governor

Stacy Hurst
Director

Arkansas Arts Council

Arkansas Natural Heritage
Commission

Delta Cultural Center

Historic Arkansas Museum

Mosaic Templars
Cultural Center

Old State House Museum



Arkansas Historic
Preservation Program



323 Center Street, Suite 1500
Little Rock, AR 72201

(501) 324-9880
fax: (501) 324-9184
tdd: 711

e-mail:

info@arkansaspreservation.org

website:

www.arkansaspreservation.com

An Equal Opportunity Employer

September 29, 2015

Mr. Ryan C. Mountain
Senior Environmental Scientist/Specialist
Transportation Team
Garver, Inc.
2049 East Joyce Boulevard, Suite 400
Fayetteville, AR 72703

RE: Washington County – Fayetteville
Section 106 Review – FHWA
*Memorandum of Agreement Among the Federal Highway Administration,
Arkansas State Highway and Transportation Department, City of
Fayetteville, Arkansas and Arkansas State Historic Preservation Officer,
Regarding the City of Fayetteville AHTD Job Number 040657 Ruppel
Road Widening and Relocation, W. Starry Night View to W. Mt. Comfort
Road, City of Fayetteville, Washington County, Arkansas*
AHPP Tracking Number 90809.06

Dear Mr. Mountain:

Enclosed please find a signed copy of the Memorandum of Agreement on the referenced undertaking. Please circulate among the consulting parties for signature and send us a copy of the ratified agreement.

Thank you for the opportunity to review this undertaking. Please refer to the AHPP Tracking Number listed above in all correspondence. If you have any questions, please call Bob Scoggin of my staff at 501-324-9270

Sincerely,

Frances McSwain
Deputy State Historic Preservation Officer

Encl: Memorandum of Agreement

cc: Mr. Randall Looney, FHWA
Dr. Andrea Hunter, Osage Nation
Ms. Kim Jumper, Shawnee Tribe of Oklahoma
Mr. John Fleming, AHTD
Dr. Ann Early, Arkansas Archeological Survey

MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL HIGHWAY ADMINISTRATION,
ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT,
CITY OF FAYETTEVILLE, ARKANSAS,
AND ARKANSAS STATE HISTORIC PRESERVATION OFFICER

Pursuant to 36 CFR §800.6(c)

Regarding the

City of Fayetteville

AHTD Job Number 040657

Ripple Road Widening and Relocation, W. Starry Night View to W. Mt. Comfort Road

City of Fayetteville, Washington County, Arkansas

WHEREAS, the Federal Highway Administration (FHWA) has determined that Arkansas State Highway and Transportation Department (AHTD) Job Number 040657, the Ripple Road Widening and Relocation from W. Starry Night View to W. Mt. Comfort Road in the City of Fayetteville, is necessary to serve the transportation needs of the area to improve traffic flow and safety in the project area; and

WHEREAS, the FHWA has also determined that the Ripple Road Widening and Relocation will have an effect on properties that are eligible for inclusion in the National Register of Historic Places (NRHP), and has consulted with the Arkansas State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended (16 U.S.C. 470 F); and

WHEREAS, after Phase II archeological testing of three archeological sites in the area of potential effects (APE), one archeological site was recommended to be eligible for inclusion in the NRHP. The FHWA, in consultation with SHPO, has determined that archeological site 3WA235 is eligible for the NRHP under Criterion D (research potential).

WHEREAS, the FHWA, in consultation with SHPO, has determined that a strategy to cap the portion of 3WA235 within the proposed right-of-way of the Ripple Road Widening and Relocation project is necessary to resolve the adverse effect to 3WA235, and a Treatment Plan (Appendix A) has been developed by the signatories of the Memorandum of Agreement (MOA); and

Memorandum of Agreement

WHEREAS, the FHWA has consulted with representatives of the Caddo Nation and Osage Nation regarding the project. The FHWA intends to meet its responsibilities, pursuant to Section 101(d)(6)(B) of the NHPA, to consult with Indian tribes that attach religious and cultural significance to historic properties; and

WHEREAS, the definitions set forth in 36 CFR Part 800.16 are applicable throughout this MOA.

NOW THEREFORE, the FHWA, the AHTD, the City of Fayetteville and the SHPO agree that in order to mitigate the adverse effect on 3WA235, the Project shall be implemented with the following stipulations.

STIPULATIONS

The AHTD will ensure that the following stipulations are carried out.

I RESOLUTION OF ADVERSE EFFECT ON THE HISTORIC PROPERTY (Site 3WA235)

1. The FHWA will ensure that the selected archeological contractor implements all provisions, stipulations, techniques, methods, analyses, interpretation, and documentation called for in this MOA and the attached Treatment Plan (Appendix A).
2. No construction will be undertaken on the historic property until the required mitigation has been completed and the SHPO has reviewed the documentation and found it acceptable.
3. The City of Fayetteville shall ensure that adequate time and funding are provided to carry out all aspects of the required mitigation.

II. HUMAN REMAINS

If human remains are encountered during implementation of the project, all activity in the vicinity of the discovery shall cease, and the AHTD will immediately notify local law enforcement and the SHPO. The treatment of human remains shall follow the guidelines developed for the Arkansas Burial Law (Act 753 of 1991, as amended) and the Advisory Council on Historic Preservation's "Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects" published February 23, 2007.

III. DURATION

This MOA will remain in effect for a period not to exceed ten years from the date of ratification, or until the proposed construction is complete. It may be extended by agreement of all the signatories.

IV. PROFESSIONAL QUALIFICATIONS STANDARDS

The AHTD shall ensure that all archeological investigations and other historic preservation activities to this MOA are carried out by, or under the direct supervision of, a person or

Memorandum of Agreement

persons meeting the appropriate qualifications set forth in the Secretary of the Interior's professional qualification standards (48 CFR 44739).

V. ARCHEOLOGICAL FIELDWORK AND REPORT STANDARDS

All archeological field work and report writing shall follow the Secretary of the Interior's Standards and Guideline for Archeology and Historic Preservation (48 CFR 44716-39) and Appendix B of *A State Plan for the Conservation of Archeological Resources in Arkansas* (Davis and Early 2010).

VI. DISCOVERY SITUATIONS

Pursuant to 36 CFR part 800.13, if cultural material is discovered during implementation of the project, the City of Fayetteville shall ensure that all construction activities cease in the area of the discovery and that the consulting parties are notified. The FHWA and the SHPO shall determine if the discovery is eligible for inclusion in the National Register of Historic Places. If so, the City of Fayetteville will develop a treatment plan for historic properties which shall be reviewed and approved by the FHWA, the AHTD, and the SHPO. Disputes arising from such review shall be resolved in accordance with Stipulation VII.

VII. DISPUTE RESOLUTION

Should the SHPO or any consulting party object to any findings, proposed actions or determinations made pursuant to this MOA, the FHWA shall consult with the objecting party to resolve the objection. If the FHWA determines that the objection cannot be resolved, it shall request further comments from the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR Part 800.6(b). Any Council comment provided in response to such a request shall be taken into account by the FHWA in accordance with 36 CFR 800.6(b)(2) with reference only to the subject of the dispute. The FHWA responsibility to carry out all actions under this MOA that are not subject to dispute shall remain unchanged.

VIII. MONITORING

The consulting parties or one or more parties in cooperation may monitor the undertaking and stipulations carried out pursuant to this MOA.

IX. AMENDING THE MEMORANDUM OF AGREEMENT

Should any of the signatories to this MOA believe that the terms of this MOA are not being met, or cannot be met, that party shall immediately notify the other signatories and request consultation to amend this MOA in accordance with 36 CFR Part 800.6(c). The process to amend this MOA shall be conducted in a manner similar to that leading to the execution of this MOA.

X. TERMINATING THE MEMORANDUM OF AGREEMENT

Any signatory to this MOA may terminate it by providing thirty (30) calendar days written notice to the other parties, provided that the parties shall consult during the period prior to

Memorandum of Agreement

termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the FHWA shall comply with 36 CFR Part 800.4 through 800.6 with regard to the undertaking covered by this MOA.

XI. FAILURE TO CARRY OUT THE MEMORANDUM OF AGREEMENT

In the event the FHWA does not carry out the terms of the MOA, the FHWA shall comply with 36 CFR Part 800.4 through Part 800.6 with regard to the undertaking covered by this MOA.

XII. FULFILLMENT OF SECTION 106 RESPONSIBILITIES

Execution and implementation of this MOA evidences that the FHWA has taken into account the effect of the undertaking on the historic properties.

SIGNATORY PARTIES

FEDERAL HIGHWAY ADMINISTRATION

Angel Correa
Arkansas Division Administrator

Date

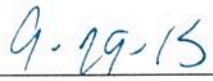
Memorandum of Agreement

SIGNATORY PARTIES

ARKANSAS HISTORIC PRESERVATION PROGRAM



Stacy Hurst
Arkansas State Historic Preservation Officer



Date

Memorandum of Agreement

SIGNATORY PARTIES

ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

Scott Bennett
Director of Highways and Transportation

Date

Memorandum of Agreement

SIGNATORY PARTIES

CITY OF FAYETTEVILLE



Lionel Jordan
Mayor

10/15/15
Date

APPENDIX A

TREATMENT PLAN FOR THE PREHISTORIC ARCHEOLOGICAL SITE 3WA235 ASSOCIATED WITH THE RUPPLE ROAD REALIGNMENT PROJECT WASHINGTON COUNTY, ARKANSAS



Flat Earth Archeology, LLC

F.E.A. Project 2015-81

NOT FOR PUBLIC RELEASE

Tentative Agenda
March 8, 2016
Page 185 of 342

**TREATMENT PLAN FOR THE PREHISTORIC
ARCHEOLOGICAL SITE 3WA235
ASSOCIATED WITH THE
RUPPLE ROAD REALIGNMENT PROJECT
WASHINGTON COUNTY, ARKANSAS**

Prepared by:

**Flat Earth Archeology, LLC
117 Financial Drive
Cabot, AR 72023**

Authored by:

**Chris Branam, RPA
and
Eric Mills, MA**

Prepared for:

**Garver Engineering Consultants
2049 E Joyce Blvd
Fayetteville, AR 72703**

August 2015

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INTRODUCTION

The City of Fayetteville, in cooperation with the Arkansas State Highway and Transportation Department (AHTD), proposes to widen and relocate a portion of N. Ruppel Road between W. Starry Night View and W. Mt. Comfort Road. Proposed improvements originally included construction of approximately 1,800 feet (548.6 meters) of new roadway to the east of the existing alignment to connect with the existing intersection of Ruppel Road (to the north) and Mt. Comfort Road. The Right-of-Way (ROW) for a portion of this new intersection had been purchased and preliminary earthwork completed. The proposed new roadway will consist of new driving lanes and a new bridge over Hamestring Creek.

Under contract with Garver, Inc. (Garver), Flat Earth Archeology, LLC (Flat Earth) conducted Phase II cultural resources significance testing of site 3WA235 within the then proposed ROW for the widening and relocation of Ruppel Road in Fayetteville, Washington County, Arkansas. Flat Earth conducted fieldwork November 5 through 13, 2014. The project area within the ROW during the Phase II testing comprised of approximately 12,150 square meters (3 acres) oriented on a southwest/northeast axis. North of Hamestring Creek, Flat Earth excavated four 1 meter x 1 meter test units in 10-centimeter arbitrary levels to depths ranging from 60 centimeters below datum (cmbd) to 110 cmbd. All test units were positive for cultural materials.

Site 3WA235 is a Middle to Late Archaic period site that produced 2,630 prehistoric lithic artifacts in the four 1 x 1 meter units, including eight diagnostic tools. The site within the proposed ROW exhibited intact soils and deep cultural deposits. The site retains a high degree of integrity. As per the regulations promulgated in 36 CFR 60.4, Flat Earth Archeology recommended Site 3WA235 eligible for listing in the National Register of Historic Places (NRHP) under criterion D; the site yielded information, and may be likely to yield additional information important in prehistory or history. Flat Earth advised avoidance or (in the event avoidance is not possible) the development a memorandum of agreement and a mitigation/treatment plan in consultation with the State Historic Preservation Officer and interested Native American tribes before proceeding with ground disturbing activities associated with the proposed Ruppel Road Widening and Relocation project.

In a letter dated March 24, 2015 (AHPP Tracking No. 90809.5), SHPO concurred with the findings of the Phase II report by Flat Earth Archeology and recommended that “any future adverse effects on this property should be mitigated.” The following treatment plan serves as the approach to reach a no adverse effect finding per Section 106 of the National Historic Preservation Act, as amended, and its implementing regulations, 36 CFR § 800.

In a meeting on April 14, 2015 that included representatives from the City of Fayetteville, Garver, AHTD, Flat Earth Archeology, and acting Section 106 Coordinator Steve Imhoff, the proposal for partially capping the site (intentional site burial) was discussed. Steve Imhoff suggested that partial capping was an appropriate mitigation for the site and that data recovery would be needed for areas that were to be directly disturbed by the bridge and road construction. Additionally, the design plans were altered to narrow the proposed ROW in an effort to lessen the roadway footprint on Site 3WA235. The proposed ROW was reduced from 3 acres to 1.4 acres

(Figure 1). The City of Fayetteville is proposing a combination of data recovery and intentional site burial as mitigation at Site 3WA235.

DATA RECOVERY AS AN APPROPRIATE TREATMENT

The small portion of Site 3WA235 located inside the proposed project ROW will be partially destroyed by the relocation of Ruppel Road. Mitigation of the site will yield additional data that will contribute to further understanding the prehistory of the area. The data collected will provide an opportunity to compare and contrast the site with other well documented sites of the same period in the Arkansas Ozarks Study Unit – found in *A State Plan for the Conservation of Archeological Resources in Arkansas* (Davis and Early 2010). Because Site 3WA235 meets Criterion D for eligibility to the NRHP, mitigation measures are recommended in the treatment plan. Data recovery is the most agreed-upon treatment measure to mitigate adverse effects to archeological sites eligible or listed under Criterion D because it preserves important information that would otherwise be lost.

PARTIAL INTENTIONAL SITE BURIAL AS AN APPROPRIATE TREATMENT

Intentional burial of archeological sites involves the placement of an engineered protective covering designed to enhance the long-term preservation of the site. Under certain circumstances protective burial, or capping of archeological deposits can be desirable to provide a protective cover from impacts related to construction activities, such as roadways. In proposing intentional burial under this scenario, the potential for introducing new or different adverse conditions has to be considered (i.e. changes in the groundwater table or flow characteristics, changes in pH conditions, the effects of compaction, and the changes in surface topography that may affect future erosion patterns). Recent examples of site burial recommendations or actual use of burial procedures can be found in the burial of Site 23HE260 at Harry S. Truman Lake in Missouri (Nickens 1999), intentional burial of two sites below a highway in Texas (Mathewson 1994), and the 1993 Arkansas Highway and Transportation Department's evaluation of site burial options for the Brown Bluff Site in Arkansas.

THE SITE

Site 3WA235 is located on a low southeast/northwest trending terrace complex on the north side of Hamestring Creek. The soil types covering this area are Guin very gravelly silt loam, 3 to 8 percent slopes (Clarksville) and Razort gravelly silt loam, occasionally flooded. In 1975, Monroe Hutton first documented 3WA235 as a Late Archaic period site located south of landowner Floyd Harris' house, north of Hamestring Creek, and "east of road" (presumably Ruppel Road). There is a May 24, 1983 memo in the Remarks and Recommendations section of the 1975 site form noting that 3WA235 possibly overlaps 3WA442. Hutton collected Late Archaic projectile points, bifacial blades, and preforms. There is no site map with the original form and no mention of size or extent of the site. In July 2014, Garver conducted the initial Phase I archeological survey as part of an investigation to address archeological resources within a 17.1 acre ROW for the widening and relocation of Ruppel Road. The survey revisited the previously recorded Site 3WA235 and further archeological work was recommended.

The table of artifacts in the October 2014 Garver report notes 160 artifacts recovered from 32 positive STPs. Artifacts include 129 chert flakes, 4 limestone flakes, 12 pieces of angular debris, 2 modified flakes, and a corner notched projectile point from 28 positive STPs at 3WA235. Garver typed the point as having attributes of Early-Middle Archaic Kirk Corner Notched or Stanley Stemmed points. Additional artifacts included nine non-diagnostic historic period artifacts from four positive STPs and three historic artifacts recovered from the surface (McCullough 2014).

Reeds Spring chert and Keokuk chert were the most prevalent lithic materials recovered in the Project Area during the Phase II testing. Neither material is exotic to northwest Arkansas. The distribution area for the Reeds Springs and Burlington-Keokuk Formations includes Washington County, Arkansas as well as adjacent counties to the east, west, and north (Ray 2007: 179; 200). The prevalence of these chert types, approaching the total exclusion of other chert types, may signify a dependence on and/or preference for local lithic material sources. In the Ozarks and surrounding regions, there are many different names for chert from the Burlington-Keokuk Formation. Categorization is further confounded with the overlap of Burlington formations by Osagean age chert in southwest Missouri, often resulting in the application of the Undifferentiated Osagean category to specimens of this origin. Additionally, some in northern Arkansas and northeast Oklahoma refer to chert from the upper Burlington-Keokuk Formation as Boone, while others employ the Keokuk appellation (Ray 2007: 194-195).

A large road construction berm extends from Mt. Comfort Road to the southwest for 100 meters (80 meters into the Project Area) (Figure 1). The berm covers approximately 2,425 square meters (0.6 acre) of Site 3WA235 in the proposed ROW (herein referred to as Area A) (see Figure 2). According to historic aerial imagery, the berm construction took place between September 28, 2009 and September 2, 2010 when county or municipal road work was completed near the intersection of W. Mt. Comfort Road and Ruppel Road. No cultural resources evaluation was conducted during that period. The area beneath the berm may be largely undisturbed. The berm was left intact during the Phase I survey and Phase II testing.

The portion of Site 3WA235 inside the proposed ROW not covered by the earthen berm (herein referred to as Area B) is an area of 0.26 acres (1,052 square meters) (Figures 1 and 2).

Because the site contained intact subsurface deposits dating to the Mid-to-Late Archaic period based on diagnostic artifacts recovered, the researchers concluded that the Site 3WA235 was eligible for inclusion to the NRHP based on Criterion D of 36 CFR § 60.4 and that a mitigation plan should be developed for the portion of the site inside of the proposed ROW.

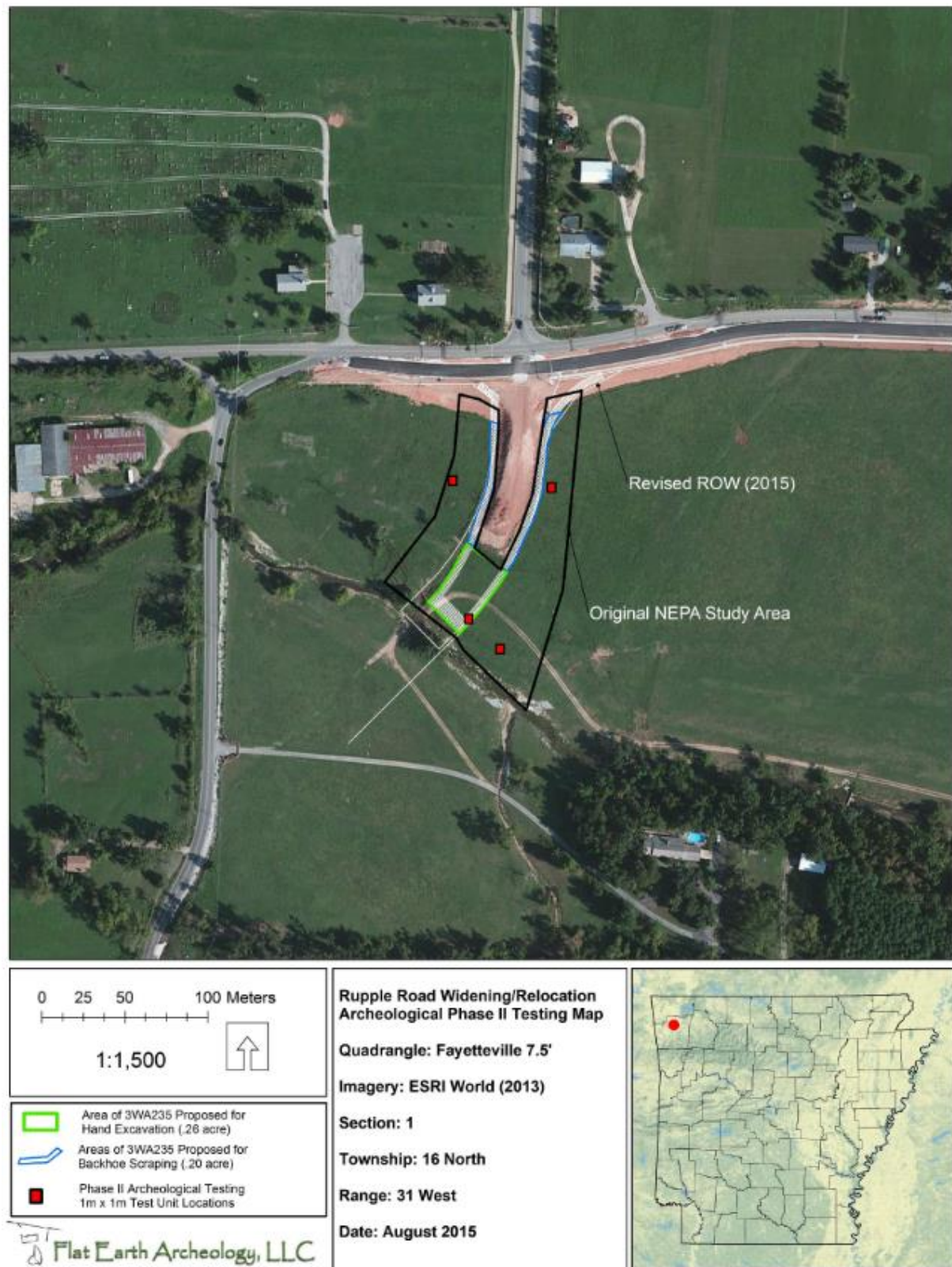


Figure 1. Site 3WA235 in NEPA Study Area and in 2015 revised ROW.

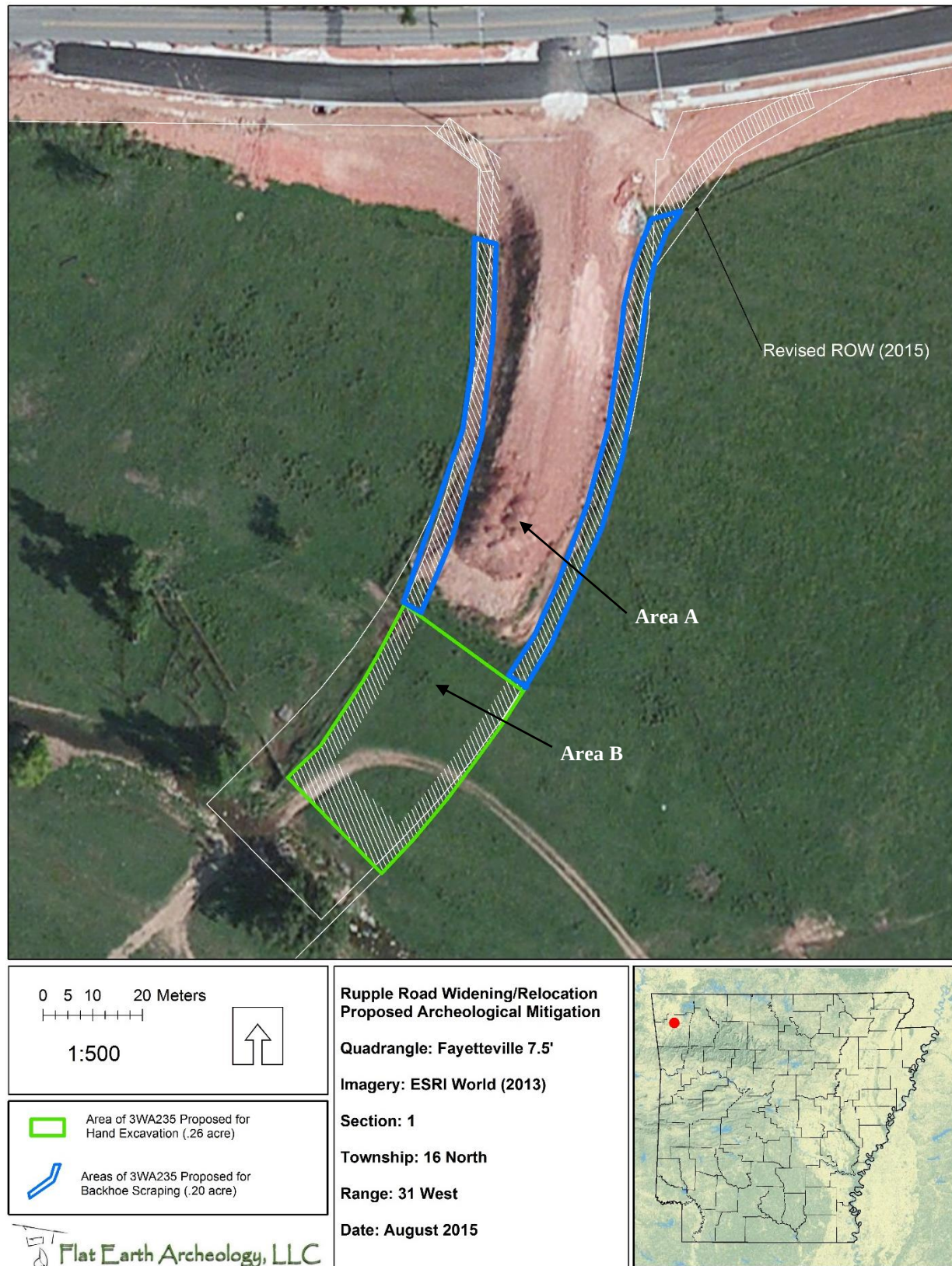


Figure 2. Area A and Area B at Site 3WA235 inside proposed (revised) ROW.

RESEARCH DOMAINS & QUESTIONS

According to the *State Plan* data recovery mitigation should be designed to answer specific research questions. Because so few open Archaic sites have been excavated in the Arkansas Ozarks, focus of research questions must begin with chronological sequencing, then questions regarding site function, subsistence, technology and adaptive strategies, and geomorphology can be explored. Each of these problem domains are discussed individually.

It is also logical for Inter-site Comparisons to be a distinct problem domain in its own right. However, in each of the following problem domains, Inter-site Comparison is embedded as a tool for answering research questions. With this in mind, it was decided to focus on Inter-site Comparison within each problem domain instead of creating a stand-alone domain specifically for comparisons of similar sites in the region.

Chronology Domain

The evidence recovered during the Phase I survey and Phase II testing suggests the site is associated with the Middle and Late Archaic periods. It has been stated that while cultures in the Midwest and Southeastern United States were adopting the Woodland lifeways, peoples in the Ozarks retained the Archaic lifeways for an extended period (Raab 1976, Sabo and Early 1990). Some have suggested this is due to cultural isolation resulting from the rugged terrain in the region. Though broader identification of period has been achieved at the site, locally specific cultural phase affiliation has not yet been recognized.

1. Is there evidence for specific identifiable phase(s) or specific cultural affiliations?
2. What further evidence for Late Archaic period activities are present?
3. Is there evidence for an emergent or Early Woodland period characteristics at the site?
4. What is the complete range of material culture for the components identified?
5. Are there organic remains to be recovered at the site that could result in more exact occupation date(s)?

Desired data to answer research questions include:

- Radiocarbon dates from multiple stages of occupations
- Analysis of diagnostic artifacts from multiple stages of occupations
- Comparison and contrast of data recovered from contemporaneous sites in the area
- Recovery of adequate numbers of artifacts associated with specific activity areas

Site Function Domain

The preponderance of cultural materials recovered at Site 3WA235 were lithic artifacts suggesting the processing of meat or hunting activities. While no plant processing artifacts were recovered during Phase I or Phase II at the site, their presence identified during the mitigation would indicate another activity type at the site. The site function has yet to be clearly defined at 3WA235.

1. What does the lithic artifact assemblage indicate regarding site function and how does this compare to contemporaneous sites in the region?
2. Is there evidence of faunal or floral remains intact at the site?
3. Is there residue evidence on stone tools for faunal processing or hunting and if so what type species were processed with the tools?
4. What evidence exists to indicate a seasonal occupation versus a long term occupation at the site?
5. Does the site function change over time if multiple occupations are found to have occurred at the site?
6. Are there activity areas specific to particular functions present in horizontally or vertically distinct parts of the site?

Desired data to answer research questions include:

- Flotation resulting in botanical analysis
- Analysis of recovered faunal remains and protein/lipid residue analysis from stone tools that may have faunal residue
- Spatial analysis of artifact distribution across the site
- Stone tool reduction analysis of the artifact assemblage
- Functional analysis of lithic tools recovered
- Comparison of assemblage data recovered at contemporaneous sites in the area

Subsistence Domain

Sabo and Early (1990) have advanced the concept of adaptation types that views general subsistence practices together with environmental settings for specific regions, classifying the Late Archaic and Early Woodland periods as the Late Holocene Semi-Sedentary Adaptation Type in which shifts in subsistence and procurement strategies are observed with changes in settlement patterns. An increased reliance on cultivated plants for subsistence is generally viewed as the impetus towards semi-sedentism.

1. What evidence is there for food procurement activities based on faunal and floral remains, features, and/or the artifact assemblage?
2. What types of resources were utilized for subsistence?
3. Is there evidence of a shift from hunting and gathering to a greater reliance on cultigens?
4. Is there evidence of a shift from hunting specific species (i.e. larger mammals vs. smaller game) and does this coincide with increased reliance on cultigens?
5. What species of cultigens are present at the site?
6. Is there evidence of seasonal or permanent resource exploitation at the site?

Desired data to answer research questions include:

- Identification of any flora and faunal remains in context with past occupations

- Identification and analysis of food procurement and/or processing tools
- Analysis of recovered faunal remains and protein/lipid residue from stone tools that may have faunal residue
- Comparison of the subsistence related data to subsistence data of contemporaneous sites in the area

Technology Domain

Technology refers to the ways humans apply tools and knowledge to exploit their physical environment. Technology analysis focuses on raw materials that are exploited, selections of raw materials, and techniques of manufacture.

1. Will further evidence of lithic resource procurement reflect exploitation of local stream gravel deposits or lithic outcrops as the primary sources of lithic raw materials?
2. Is there evidence for changes in the raw materials procured at the site (i.e. introduction of exotic materials)?
3. Will further evidence of preserved feature contexts reflect cooking and heating with stones?
4. Is there evidence of changes over time in lithic tool manufacturing technologies at the site?

Desired data to answer research questions include:

- Analysis of raw material types in the lithic assemblage
- Spatial analysis of artifact distribution at the site
- Comparison and contrast to lithic manufacture and materials used at contemporaneous sites in the area

Geomorphological Environmental Domain

Reconstruction of the environment during site occupation is achieved by geomorphological analysis. This type of investigation can help identify age of sediments associated with cultural deposits, identify changes in the environment during human occupation, and recognize potential for deeply buried archeological deposits.

1. What is the geomorphological history at the site?
2. Is there evidence of depositional or post-depositional disturbance?
3. What environmental factors made this landform favorable for past human use?

Desired data to answer research questions include:

- Geomorphological analysis at the site by a geomorphologist
- Paleoenvironmental data from paleoethnobotanical remains

FIELD METHODOLOGY

The field methodology for mitigation of Site 3WA235 proposed by the City of Fayetteville is a combination of intentional site burial in Area A, utilizing the existing earthen berm already covering 2,425 m² of the portion of Site 3WA235 inside the proposed ROW, and data recovery in Area B utilizing hand excavations and mechanical scraping.

Area A

Because a substantial earthen berm covers a portion of Site 3WA235 inside the proposed ROW, the City of Fayetteville proposes that the berm constitute intentional burial of this portion of Site 3WA235 inside the proposed ROW (Area A) in an effort to preserve the probable intact portion of Site 3WA235. The City of Fayetteville recommends the construction of a retaining wall along the edges of the existing berm to hold the berm in place. The proposed roadway would then be constructed over the berm. The design plans for the retaining walls and the roadway would have to include provisions to account for potential future impacts to Site 3WA235 (both inside and outside of the proposed ROW) including water runoff and drainage, potential erosion, and compaction and/or displacement of the archeological deposits. This portion of the Treatment Plan will have to be implemented by the geologists and/or engineers working on the design plans for this roadway/bridge construction project.

The edges of the berm, at the locations of the proposed retaining walls, should be mechanically stripped to search for and document other preserved cultural features and deposits. A sub-contractor will conduct the mechanized stripping under the direct supervision of a Registered Professional Archeologist (RPA), likely at the same time of the suggested mechanized stripping recommended for Area B (after the conclusion of hand excavations in Area B). A standard backhoe equipped with a smooth blade bucket will be used for the stripping. Soils will be removed in approximately 10 cm vertical increments. Any features uncovered by the stripping will be excavated in the same manner as the hand excavations described below. The backhoe scraping will mitigate the adverse effect of the retaining wall construction.

Area B

To obtain the data to help answer the proposed research questions it is proposed that 25 percent (± 264 m²) of Area B (see Figure 2) – the portion of Site 3WA235 inside the proposed ROW not covered in the existing berm – be hand excavated in 2 meter x 2 meter sample units and larger blocks to culturally sterile soils. This represents a total of 5 percent of Site 3WA235 inside the proposed ROW (including Area A – the area covered by the berm). In Area B, a 10 meter grid covering the proposed mitigation area should be established using a total station and fixed datum point. A 2 meter x 2 meter sample unit will be excavated in each 10 meter grid unit across the entire site to ensure all parts of the landform are represented. The sample 2 x 2 meter units will represent approximately 30 percent (± 79 m²) of the 25 percent of Area B to be hand excavated.

The remaining 70 percent ($\pm 185 \text{ m}^2$) of the 25 percent of Area B to be hand excavated will consist of excavation blocks of contiguous 2 meter x 2 meter units adjacent to the most promising of the sample units in the 30 percent sample (typically those sample units with the highest artifact density, highest diagnostic artifact frequency, and/or features). All excavated soil will be screened through $\frac{1}{4}$ inch mesh to facilitate artifact recovery. All sample units and blocks will be excavated in 10 cm arbitrary levels.

Flotation samples will be taken from select sample of units. Units selected will have a standard soil sample (approximately 1 liter) retained from the same area in each level. The flotation samples will be assigned a Field Serial Number (FSN), logged, labeled, and then transported to the Flat Earth Archeology laboratory to be processed in a floatation system.

In addition to the hand excavations it is proposed that the remaining 75% ($\pm 788 \text{ m}^2$) of the portion of Site 3WA235 inside the proposed ROW that is set aside for data recovery (Area B) be machine stripped to search for and document other preserved cultural features and deposits. The mechanized stripping will occur after completion of the hand excavations. A sub-contractor will conduct the mechanized stripping under the direct supervision of an RPA certified archeologist. A standard backhoe equipped with a smooth blade bucket will be used for the stripping. Soils will be removed in approximately 10 cm vertical increments. Any features uncovered by the stripping will be excavated in the same manner as the hand excavations described below.

A total station will be utilized to establish the metric grid, record horizontal and vertical locations of sample and block hand excavated units, and to piece plot artifacts and features as needed.

One hundred percent of the cultural features will be hand excavated. Features will be described using standardized terminology, excavated, and recorded. All features will be assigned a feature number. All suspected features will be troweled clean and the plan view will be inspected, photographed, and drawn to scale. All features will be plotted with the total station in plan view and top and bottom elevations. All feature profiles will be drawn to scale and photographed.

Small features (defined loosely as less than 1 meter in diameter) such as pits or small hearths will be excavated in halves (north and south) in an effort to observe the profile. Soils from half of each feature will be assigned an FSN, bagged, labeled, and taken to the laboratory for flotation and fine screening. The other half of each feature will be screened with a maximum $\frac{1}{4}$ - inch hardware mesh. The exception to this definition is posthole features, which will be photographed and drawn in plan view before being removed as a single unit and retained for flotation. Feature fill will be examined for fragments of carbonized wood and other organic material that might be suitable for radiocarbon dating.

If materials suitable for radiocarbon dating are recovered, they will be collected and submitted to an accredited laboratory for analysis. The establishment of an absolute date for the occupation at Site 3WA235 would increase our understanding of cultural sequences in the Ozark Mountains and help place the site in a regional perspective.

Large features (defined loosely as greater than 1 meter in diameter) such as large middens will be excavated by first defining the entire feature in plan view by shovel scraping and troweling the surface. The feature will be plotted in plan view with the total station, drawn to scale, and photographed. The entire feature will be excavated in defined quadrants utilizing 50 cm x 50 cm, 1 x 1, 1 x 2, or 2 x 2 meter units depending on the size of the feature. Each unit will be excavated in 10 cm arbitrary levels or definable strata as appropriate. A soil sample will be collected from each level in each quadrant for flotation and the remaining soils will be screened through a maximum ¼-inch mesh hardware.

If human remains are found, all work in the vicinity that could disturb the remains will cease. The remains will be left as found, covered, and reasonable measures will be made to safeguard the find until the proper authorities and parties can be identified and briefed. The City of Fayetteville, AHTD, SHPO, and relevant law enforcement agencies will be contacted immediately. Assuming the law enforcement agency determines that the find is not a crime scene, the FHWA, SHPO, and pertinent federally recognized tribes will consult per the guidelines of the Arkansas Burial Law (Act 753 of 1991, as amended) and the Advisory Council on Historic Preservation's *Policy Statement Regarding the Treatment of Burial Sites, Human Remains and Funerary Objects* published February 23, 2007.

LAB METHODOLOGY

All artifacts recovered in the field will be bagged and assigned an FSN number (signed into an FSN log in the field) and each bag will contain pertinent information regarding the project number, site number, feature or unit number, level and depth, date, and archeologist's initials. Bones or organic materials encountered will be recovered, wrapped in aluminum foil, and stored in separate bags inside plastic containers. Whole or mostly whole *in situ* artifacts may be selected for lipid and/or protein residue analysis. Personnel will collect these artifacts with a clean trowel or other tool, wrap them in aluminum foil with soil from the surrounding matrix, and place them in a paper bag with the appropriate information written in pencil only. Profiles of each unit will be photographed and drawn to scale. All artifacts will be returned to the Flat Earth Archeology laboratory where they will be washed, catalogued, analyzed and prepared for permanent curation (along with supporting documentation) with the University of Arkansas Collections Facility (UACF) per the *Arkansas State Plan*. The UACF meets the standards put forth in 36 CFR § 79-Curation of Federally Owned and Administered Archeological Collections.

Standard definitions for artifacts found in *DELOS: A Computerized Artifact Inventory and Analysis System* (Cande 1992) will be utilized for artifact analysis in the laboratory. Flat Earth Archeology will create a catalog of all artifacts, soil samples, and radiocarbon samples. During the basic analysis, all artifacts will be assigned a catalog number, counted, and weighed in grams. Diagnostic artifacts will also be measured, described, photographed, and typed. Collections and analysis data will be curated by the UACF under the assigned permanent accession numbers that will be included in the project report.

Lithic tools will be analyzed and their sizes, materials, tool types/function, and cultural affiliations will be identified when possible. Projectile points will be sorted by established type when possible. Prehistoric lithic tools will be based on regionally accepted references such as Bell (1960 and 1958), Granger (2012), Perino (1971 and 1968), Schambach (1998), Story et al. (1990), and Suhm and Jelks (1962). Flakes and other debitage will be counted and weighted, and raw materials, stages of reduction or flake type will be recorded. This approach aids in the assessment of activities that might have taken place in specific areas. The analysis of non-diagnostic lithic artifacts collected will be generally based on DELOS terminology and definitions. To examine the range of prehistoric lithic reduction activities, flakes and debitage are further defined to supplement DELOS categories. Additional definitions are provided below.

- Primary Decortication Flakes represent the first flake removed from a nodule or core with the main purpose being the removal of unsuitable outer cortex and the development of a striking platform. They are characteristically thick with a pronounced bulb of percussion resulting from direct hard hammer percussion flaking. The striking platform may or may not be covered with cortex, while the dorsal surface is completely covered (80-100% cortex).
- Secondary Decortication Flakes result from continued preparation and shaping of the core. Flakes are thick with pronounced bulbs of percussion. Platforms are usually free of cortex and the dorsal surface exhibits at least one scar from

previous flake removal. The dorsal surface is only partially covered with cortex (less than 80%, but more than 10% cortex).

- Interior Flakes are created in a later manufacturing stage by further hard hammer reduction of the core or thick crude biface. They may be intended to serve as specialized flake tools or with further alteration, as bifacial implements. These flakes can be relatively large with pronounced bulbs of percussion, unprepared striking platforms, and normally lack cortex (must be less than 10% on the dorsal surface, but can be left on the striking platform).
- Thinning Flakes are usually produced by soft hammer percussion flaking during the final shaping and thinning phase of biface reduction. These flakes exhibit flake scar removals on the dorsal surface, a prepared platform with intentional grinding, lipping on the platform edge, and a diffuse bulb of percussion.
- Tertiary Flakes include small (less than 0.5 cm), thin flakes with well-prepared platforms. Tertiary flakes are removed by a hand-held pressure tool in the final phases of biface reduction and may result from intentional thinning by sharpening of lateral biface edges or notching a preform.
- Flake fragments include all broken flakes, no matter what stage of manufacture. If the type of flake can be identified, then it is noted.
- RUM Flakes are flakes that have obviously been retouched, utilized, or modified for tool use.
- Lithic debitage includes thick angular fragments without thin edges or bulbs of percussion. Debitage (also known as Shatter) is the result of hard hammer percussion blows that terminated along old fracture planes in the raw material.
- Unmodified angular fragments (also known as Chunks) indicate rocks found at a site that appear to be unmodified, but they are of high enough quality material to indicate that they might have collected to be utilized.
- Fire-cracked rock (FCR) is rock that has been modified by heat, typically fractured during intense heating in a hearth or remnants of rocks associated with cooking.

Selected samples of lithic tools will be sent to the PaleoResearch Institute in Golden, Colorado for Lipid and Protein Residue Analysis. This test will identify the types of flora or fauna the lithic tool was used to butcher, crush, or cut. This information will be invaluable in terms of recreating diet in conjunction with lithic tool usage.

Should any prehistoric pottery be recovered at the site, the pottery will not be washed until it has been examined for the presence of organic residue and/or a slip. All pottery sherds will be divided into plain and decorated wares. Wares will be classified by surface treatments (smoothed, slipped, burnished, polished, smudged, and/or glazed. Textured sherds will be typed using descriptions made by Rice (1987).

The recovered material will then be separated into vessel parts consisting of rim and body sherds. Analysis of prehistoric pottery recovered will be based on previously established types and varieties referenced in Schambach (1998), Galm and Flynn (1978), and Irvine (1980). Sherds smaller than 0.5 inches will be classified as sherdlets and will simply be counted and weighed, with no further analysis. Paste analysis will be based on type of temper inclusions (sand, shell . . . etc.) and size of the inclusions. This analysis will be performed by examining a fresh break in the sherds under a 10x-power magnification. The Wentworth Scale (Wentworth 1922, 1933) will be utilized to make determinations regarding the size of inclusions in the sherds examined.

REPORT PRODUCTION

Flat Earth will submit a Management Summary to the City of Fayetteville, Garver, and AHTD for review. Upon approval of the Management Summary, the document will be submitted to SHPO for review. This Management Summary will demonstrate that adequate fieldwork was conducted to answer the research questions and that the site does not contain sufficient data to answer additional topics. Upon concurrence of the Management Summary findings from the MOA signatories, construction activities on the roadway and bridge project will be able to progress.

The draft and final reports will contain the results of the excavations, analysis, and comparisons. The report will fully address all domain problems, research questions, and data needs as outlined in this Treatment Plan. All field, lab, and analytical techniques, methods, and procedures will be documented. The final report will meet all guidelines outlined in the *State Plan*. The draft and final reports will be submitted to the signatories of the MOA and the AAS within one year of completion of the fieldwork. The Management Summary and the report will include the data recovery at Site 3WA235. All statements regarding the potential significance of any site remnants not removed during data recovery will be included in the final report and added to the site files in the form of an archeological site survey revisit form to ensure that any future projects that may affect the site can be properly addressed.

WORK SCHEDULE

The Treatment Plan proposes that 5 percent ($\pm 264 \text{ m}^2$) (or 25 percent of Area B) of the portion of Site 3WA235 in the proposed ROW be excavated in 2 m x 2 m and larger blocks to culturally sterile soils. This extrapolates out to a total of 66 of the 2 m x m excavation blocks. In addition, it is proposed that the remaining 75 percent of Area B be mechanically stripped to identify and document preserved features and intact deposits. The mechanical stripping will occur after the controlled hand excavations. Establishing a datum and 10 meter grid over the site area will take roughly 1 work day.

Per the Treatment Plan, 30 percent ($\pm 79 \text{ m}^2$) of the controlled excavations in Area B will include excavation blocks placed across the project area to ensure the entire site is represented in the controlled excavations. This equals roughly 20 of the 2 x 2 meter blocks. Flat Earth Archeology estimates that a crew of 21 archeological field technicians could complete this portion of the fieldwork in 21 work days or less.

The remaining 70 percent ($\pm 185 \text{ m}^2$) of the controlled excavations in Area B will be positioned adjacent to the most promising units in the 30 percent coverage excavation units. This equals approximately 46 of the 2 x 2 meter excavation blocks. Flat Earth Archeology estimates that a crew of 21 archeological field technicians could complete this portion of the fieldwork in 47 work days or less.

Following the hand excavated controlled excavation blocks, the surface of the remaining 75 percent ($\pm 789 \text{ m}^2$) of Area B will be mechanically stripped in an effort to identify and document remaining features and intact deposits associated with the site. Hand excavation of all cultural features identified will be performed. Flat Earth Archeology estimates that a crew of 3 archeological field technicians could complete this portion of the fieldwork in 10 work days or less.

Additionally, the mechanical stripping at the location of the proposed retaining wall along the edge of the existing berm is estimated to take a crew of 3 archeological field technicians 4 work days or less to complete.

Artifact analysis will be performed concurrent with the fieldwork phase of the project, although a significant amount of analysis will continue into the report phase. The Management Summary will be submitted within 60 calendar days from the end of fieldwork.

This work schedule maintains that the fieldwork should be completed within 83 working days (equating approximately 116 calendar days).

REFERENCES CITED

Bell, Robert E.

1960 *Guide to the Identification of Certain American Indian Projectile Points*. Special Bulletin No. 2. Oklahoma Anthropological Society. Norman, Oklahoma.

1958 *Guide to the Identification of Certain American Indian Projectile Points*. Special Bulletin No. 1. Oklahoma Anthropological Society. Norman, Oklahoma.

Branam, Chris and Jose Vilahomat

2014 *Management Summary – Springdale Highway 412 Northern Bypass in Benton County for AHTD Job Number CA0907*. Submitted to the Arkansas Highway and Transportation Department, Little Rock.

Briscoe, James

2003 *Archeological Survey Report on the AEP Tontitown to Lowell 161kV Transmission Line, Benton and Washington Counties, Arkansas*. Prepared for Power Engineers, Inc. and submitted to the Arkansas Historic Preservation Program.

Cande, Kathleen

1992 *DELOS: A Computerized Artifact Inventory and Analysis System, Version 3*. Technical Paper No. 7, Arkansas Archeological Survey, Fayetteville.

Davis, Hester A. and Ann M. Early (editors)

2010 *A State Plan for the Conservation of Archeological Resources in Arkansas*. Arkansas Archeological Survey, Research Series No. 21. Fayetteville.

Dickson, Don R.

1991 *The Albertson Site: A Deeply and Clearly Stratified Bluff Shelter*. Arkansas Archeological Survey Research Series No. 41, Fayetteville, AR.

Irvine, Marilee

1980 *Ceramic Analysis from the Williams I Site, 34Lf24, LeFlore County, Oklahoma*. Unpublished Master's Thesis, Anthropology Department, University of Oklahoma, Norman.

Galm Jerry, and Peggy Flynn

1978 *The Cultural Sequences at the Scott (34LF11) Site and Prehistory of the Wister Valley*. Research Series No. 3 Archeological Research and Management Center, University of Oklahoma, Norman.

Granger, Stephen

2012 *Arkansas Arrowhead Typology*. Point & Barbs Press.

Mathewson, Christopher C.

- 1994 *Intentional burial of two archaeological sites in Montague County, Texas as a means of site protection: Analysis of dynamic loading during construction.* Unknown binding.

McCullough, Kirsten

- 2014 *Phase I Cultural Resources Survey: Proposed Ruppel Road Widening and Relocation, W. Starry Night Vies to W. Mt. Comfort Road, City of Fayetteville, Washington County, Arkansas.* Garver Project No.: 09047100. Garver, Inc

Nickens, Paul R.

- 1999 "Technologies for In-Place Protection and Long-Term Conservation of Archaeological Sites" in *Archives and Museum Informatics*, Volume 13, Issue 3-4, pp 383-405

Perino, Gregory

- 1971 *Guide to the Identification of Certain American Indian Projectile Points.* Special Bulletin No. 4. Oklahoma Anthropological Society. Norman, Oklahoma.
- 1968 *Guide to the Identification of Certain American Indian Projectile Points.* Special Bulletin No. 3. Oklahoma Anthropological Society. Norman, Oklahoma.

Raab, L. M.

- 1976 *Pine Mountain: A Study of Prehistoric Human Ecology in the Arkansas Ozarks.* Arkansas Archeological Survey Research Report No. 7.

Ray, Jack H.

- 2007 *Ozarks Chipped Stone Resources: A Guide to the Identification, Distribution, and Prehistoric use of Cherts and Other Siliceous Raw Materials.* Springfield: Missouri Archaeological Society.

Rice, Prudence M.

- 1997 *Pottery Analysis: A Sourcebook.* University of Chicago Press, Chicago.

Sabo, George, III and Ann M. Early

- 1990 Prehistoric Culture History. In *Human Adaptation in the Ozark and Ouachita Mountains*, edited by George Sabo III, Ann M. Early, Jerome C. Rose, Barbara A. Burnett, Louis Vogelee, Jr., and James P. Harcourt, pp. 34-120. Arkansas Archeological Survey Research Series No. 31.

Sabo, George, III and Ann M. Early

- 1990 Ozark Arkansas Ouachita Adaptation Types. In *Human Adaptation in the Ozark and Ouachita Mountains*, edited by George Sabo III, Ann M. Early, Jerome C. Rose, Barbara A. Burnett, Louis Vogelee, Jr., and James P. Harcourt, pp. 221-252. Arkansas Archeological Survey Research Series No. 31.

Schambach, Frank F.

- 1998 *Pre-Caddoan Cultures in the Trans-Mississippi South*. Arkansas Archeological Research Series 53.

Story, D.A.

- 1990 Cultural History of the Native Americans. In *The Archeology and Bioarcheology of the Gulf Coastal Plain: Vol 1*. By D.A. Story, J.A. Guy, B.A. Burnett, M.D. Freeman, J.C. Rose, D.G. Steele, B.W. Olive, and K.J. Reinhard, pp. 163-366. Arkansas Archeological Survey Research Series No. 38.

Suhm, Dee Ann and Edward B. Jelks (editors)

- 1962 *Handbook of Texas Archeology: Type Descriptions*. The Texas Archeological Society Special Publication No. 1. Austin, Texas.

Wentworth, Chester K.

- 1992 A Scale of Grade and Class Terms for Clastic Sediments. *Journal of Geology* 20:377-92.

- 1933 Fundamental Limits to the Size of Clastic Grains. *Science* 77:633-34.

Zabecki, Melissa, Carol S. Spears, Erik Masterson, Bobby Myers, Carol Ann Johnson, and Robert H. Lafferty III

- 2009 *A Cultural Resources Survey of the Springdale 412 Bypass, Benton and Washington Counties, Arkansas*. SPEARS Project Report 204, submitted to the Arkansas State Highway & Transportation Department for AHTD Job No. 001966.



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

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Tentative Agenda
March 8, 2016
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November 4, 2014

Mayor Lioneld Jordan
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: Ruppel Road - W. Starry Night View to W. Mount Comfort Road – Phase 2 - ROW and Utilities
Job Number 040657 - FFY 2015 Surface Transportation Program - Attributable (STP-A)

Dear Mayor Jordan:

I am pleased to inform you the Ruppel Road Project was selected by the Northwest Arkansas Regional Planning Commission on September 24, 2014 for FFY 2015 STP-A funding. The total project cost and STP-A funds awarded are shown below:

STP-A	\$320,000
City	<u>\$80,000</u>
Total	\$400,000

The STP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2015 funding is published.

These funds are required to be obligated by the end of the Federal Fiscal Year which ends on September 30, 2015. All required AHTD submittals and required approvals for this project should be completed by August 15, 2015 in order to allow sufficient time to obligate the STP-A funds for this project.

Please note that STP-A projects "...must comply with applicable provisions in Title 23, such as project agreements, authorization to proceed prior to incurring costs, prevailing wage rates (Davis-Bacon), competitive bidding, and other contracting requirements, regardless of whether the projects are located within the right-of-way of a Federal-aid highway."

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

Sincerely,

Jeff Hawkins
Director

Cc: Mr. Paul Simms, AHTD



NORTHWEST ARKANSAS REGIONAL PLANNING COMMISSION

1311 Clayton St., Springdale, Arkansas, 72762

• (479) 751 7125

• Fax: (479) 751 7150

• <http://nwarpc.org>

November 23, 2015

Mayor Lioneld Jordan
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

RECEIVED

NOV 25 2015

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

Re: Ruppel Road - W. Starry Night View to W. Mount Comfort Road
Phase 2 - Environmental, ROW and Utilities
AHTD Job Number 040657 - FFY 2016 Surface Transportation Program - Attributable (STP-A)

Dear Mayor Jordan:

I am pleased to inform you the Ruppel Road (Environmental, ROW and Utilities) Project was selected by the Northwest Arkansas Regional Planning Commission on September 23, 2015 for FFY 2016 STP-A funding. The STP-A funds awarded and the required local match are shown below:

STP-A	\$680,000
City Match	<u>\$170,000</u>
Total	\$850,000

The STP-A funding is subject to an obligation limitation and the total available funds may change after final FFY 2016 funding is published.

These funds are required to be obligated by the end of the Federal Fiscal Year which ends on September 30, 2016. All required AHTD submittals and required approvals for this project should be completed by August 15, 2016 in order to allow sufficient time to obligate the STP-A funds for this project.

Please note that STP-A projects "...must comply with applicable provisions in Title 23, such as project agreements, authorization to proceed prior to incurring costs, prevailing wage rates (Davis-Bacon), competitive bidding, and other contracting requirements, regardless of whether the projects are located within the right-of-way of a Federal-aid highway."

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

Sincerely,

A handwritten signature in blue ink that reads 'Jeff Hawkins'.

Jeff Hawkins
Director

Cc: Mr. Paul Simms, AHTD

City of Fayetteville - Purchase Order Request (PO)						Requisition No.:		Date:	
(Not a Purchase Order)									
All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.						P.O Number:			
Purchase shall not be made until an actual PO has been issued.									
Vendor #:		52650		Vendor Name:		Garver Engineers		Mail ☒ YES ☐ NO	
Address: 1088 E. Milsap Road				FOB Point:		Taxable ☐ YES ☒ NO		Legistar#: 2016-0096	
City: Fayetteville		State: AR		Zip Code: 72703		Ship to code:		Expected Delivery Date:	
Requester: Chris Brown				Requester's Employee #: 2695		Extension: 8207			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Professional Services	1		91,013.00	\$91,013.00	4520.9555.5314.00	06035.3100		
2	Professional Services	1		364,053.00	\$364,053.00	4470.9470.5314.00	06035.3100		
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				
Special Instructions:						Subtotal: \$455,066.00			
						Tax: \$0.00			
						Total: \$455,066.00			
Approvals:									
Mayor: _____			Department Director: _____			Purchasing Manager: _____			
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____			
Dispatch Manager: _____			Utilities Manager: _____			Other: _____			

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Tentative Agenda
March 8, 2016
Page 211 of 342

Budget Year	Division: Engineering	Adjustment Number
2016	Dept.: Development Services	
	Requestor: Kristin Cavette	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Garver Engineers and the City have negotiated Supplemental Agreement No. 1 to the professional services contract for the design of Ruppel Road (BF Lane to Mt. Comfort). The cost of SA No. 1 is \$455,066. This project is a grant and the split with AHTD is 80/20. The City's portion (paid with 2013 Street Bond funds) is \$91,013. The grant portion (reimbursed by AHTD) will be \$364,053. This project has been awarded a total of \$1,000,000 in Federal-aid funds. The remainder of this money (\$353,644) should be placed in the land acquisition account number.

RESOLUTION/ORDINANCE	COUNCIL DATE:	3/15/2016
	LEGISTAR FILE ID#:	2016-0096
	<i>Barbara Fell</i>	
	<i>2/26/2016 4:23 PM</i>	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	717,697	717,697					v.20160125
	Increase / (Decrease)		Project.Sub#				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
4470.0947.4309.00	-	717,697	06035	3100	RE	Federal Grants - Capital	
4470.9470.5314.00	364,053	-	06035	3100	EX	Professional Services	
4470.9470.5805.00	353,644	-	06035	3100	EX	Land Acquisition	
4520.9555.5314.00	91,013	-	06035	3100	EX	Professional Services	
4520.9555.5809.00	(91,013)	-	06035	2700	EX	Street Improvements	
	-	-					
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	-	-					



City of Fayetteville, Arkansas

Tentative Agenda
March 8, 2016
Page 21 of 342
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0103

Agenda Date: 3/15/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 11

ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT FEDERAL-AID FUNDS:

A RESOLUTION TO APPROVE TWO BUDGET ADJUSTMENTS RECOGNIZING FEDERAL-AID FUNDS RECEIVED FROM THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT IN THE AMOUNT OF \$48,928.00 FOR THE HIGHWAY 45/OLD WIRE ROAD SIGNAL AND INTERSECTION PROJECT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves two budget adjustments, copies of which are attached to this Resolution, recognizing federal-aid funds received from the Arkansas Highway and Transportation Department in the amount of \$48,928.00 for the Highway 45/Old Wire Road Signal and Intersection Project.

City of Fayetteville Staff Review Form

2016-0103

Legistar File ID

3/15/2016

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

Paul Libertini

2/26/2016

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A Resolution to approve the attached Budget Amendment to move Federal-aid reimbursement funds received from the Arkansas State Highway & Transportation Department (AHTD) from the project Revenue account to the project Easement account to be eligible for expenditure.

Budget Impact:

4470.9470.5810.00		Sales Tax Capital Improvements	
Account Number		Fund	
06035.2600		Old Wire Rd (Mission to 265)	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 1,086,526.00
		Funds Obligated	\$ 892,455.84
		Current Balance	\$ 194,070.16
Does item have a cost?	No	Item Cost	
		Budget Adjustment	\$ 48,928.00
		Remaining Budget	\$ 242,998.16

V20140710

Previous Ordinance or Resolution # 31-10

Original Contract Number: _____

Approval Date: _____

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 15, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Paul Libertini, Staff Engineer 

DATE: February 26, 2016

SUBJECT: **A Resolution to approve the attached Budget Adjustment to recognize Federal-aid funds received from the Arkansas Highway and Transportation Department for the Hwy. 45/Old Wire Road Signal & Intersection Project.**

RECOMMENDATION:

Staff recommends approval of the attached Budget Adjustment to recognize Federal-aid funding in the amount of \$48,928.00 received from the Arkansas Highway and Transportation Department (AHTD) for reimbursement of City funds spent on easement acquisition for the Hwy. 45/Old Wire Rd. Signal and Intersection Improvements Project.

BACKGROUND:

City Council passed Resolution No. 31-10 on February 16, 2010, approving an Agreement of Understanding with the Arkansas Highway and Transportation Department (AHTD) to design and construct the signal and intersection improvements. This project includes improvements to the lane configuration to allow for the installation of a traffic signal. Sidewalk installation and storm sewer are also included in the work proposed by the AHTD. The original agreement was for a Federal-aid funding amount of \$350,000. The agreement has been amended since then to add an additional \$850,000 through the Surface Transportation Program-Attributable Funds (STP-A) for a total of \$1.2 million of Federal-aid funding.

DISCUSSION:

The City has acquired easements from 13 properties within the project limits at a cost of \$61,160. In compliance with the Agreement of Understanding, the AHTD will reimburse the City for 80% of this expenditure or \$48,928. The City has already received a check in this amount, but this money must be recognized by the City Council to be eligible to be added back into the project budget.

BUDGET/STAFF IMPACT:

This budget adjustment will add funds to the project as the City is being reimbursed with Federal-aid money for City funds which have already been spent on the project.

Attachments:

Resolution 31-10
Letter from Scott Bennet, AHTD dated July 14, 2014

RESOLUTION NO. 31-10

A RESOLUTION EXPRESSING THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID MONIES FOR A TRAFFIC SIGNAL AT THE INTERSECTION OF OLD WIRE ROAD AND STATE HIGHWAY 45

WHEREAS, the City of Fayetteville understands Federal-Aid Surface Transportation funds are available for state roadway projects at the following federal participating ratios:

Type Work	Work Phase	Federal Share	State Share	City Match
Traffic Signals/Intersection Improvements State Highway 45 & Old Wire Road	Construction & Engineering	80%	10%	10%
	Right-of-way & Utilities	0%	0%	100%
Projects programmed but not let to contract	All Phases	0%	0%	100%

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

Section 1. That the City of Fayetteville will participate in accordance with its designated responsibility in this project, which includes providing electrical service and maintenance of the traffic signal and associated control equipment.

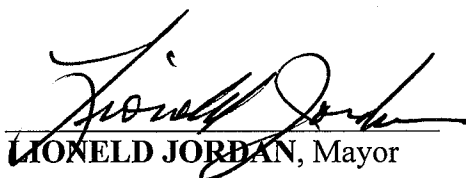
Section 2. That the Mayor is hereby authorized and directed to execute all appropriate agreements and contracts necessary to expedite the construction of this project.

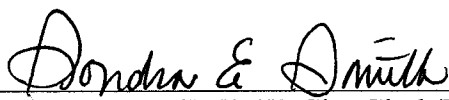
Section 3. That the City of Fayetteville pledges its full support and hereby authorizes the Arkansas State Highway and Transportation Department to initiate action and construct this project.

PASSED and APPROVED this 16th day of February, 2010.

APPROVED:

ATTEST:

By: 
LIONEL D. JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



ARKANSAS STATE HIGHWAY COMMISSION

JOHN ED REGENOLD
CHAIRMAN
ARMOREL

DICK TRAMMEL
VICE CHAIRMAN
ROGERS

THOMAS B. SCHUECK
LITTLE ROCK



RECEIVED

JUL 17 2014

P.O. Box 2261

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

LITTLE ROCK, ARKANSAS 72203-2261

PHONE (501) 569-2000 • VOICE/TTY 711 • FAX (501) 569-2400

WWW.ARKANSASHIGHWAYS.COM • WWW.IDRIVEARKANSAS.COM

ROBERT S. MOORE, JR.
ARKANSAS CITY

FRANK D. SCOTT, JR.
LITTLE ROCK

SCOTT E. BENNETT, P.E.
DIRECTOR OF
HIGHWAYS AND TRANSPORTATION

July 14, 2014

The Honorable Lioneld Jordan
Mayor of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

Re: Job 040642
F.A.P. STP-9142(32)
Hwy. 45/Old Wire Rd. Signal & Inters.
Impvts. (Fayetteville) (S)
Washington County

Dear Mayor Jordan:

Reference is made to the City's request to use Federal-aid Surface Transportation Program Attributable funds for right-of-way acquisition and utility relocation on the referenced project. This request is acceptable to the Department.

This letter, when signed by you and returned to the Department, will constitute a Supplement to the Resolution executed on February 16, 2010. Once approved by you, Federal-aid funds will be available for right-of-way and utility activities. We look forward to working with the City to complete this project. If you have any further questions, please contact Carlos Meredith at (501) 569-2261.

Sincerely,

A handwritten signature in cursive script that reads "Scott E. Bennett".

Scott E. Bennett, P.E.
Director of Highways
and Transportation

APPROVED:

Lioneld Jordan
Mayor of Fayetteville

c: Deputy Director and Chief Engineer
Assistant Chief Engineer-Planning
Programs and Contracts
Right of Way
Transportation Planning and Policy
District 4
Job 040642 'C' File
NWA Regional Planning Commission

Tentative Agenda
March 8, 2016
Page 217 of 342

Budget Year	Division: Engineering	Adjustment Number
2015 (PY)	Dept.: Development Services	
	Requestor: Kristin Cavette	

Move Federal-aid reimbursement funds received from the Arkansas State Highway & Transportation Department from the project Revenue account to the project Easement account.

	COUNCIL DATE:	3/15/2016
	LEGISTAR FILE ID#:	2016-0103
	<i>Barbara Fell</i>	
	<i>3/2/2016 11:25 AM</i>	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Tentative Agenda
March 8, 2016
Page 218 of 342

Budget Year	Division: Engineering	Adjustment Number
2016	Dept.: Development Services	
	Requestor: Kristin Cavette	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Move Federal-aid reimbursement funds received from the Arkansas State Highway & Transportation Department from the project Revenue account to the project Easement account.

RESOLUTION/ORDINANCE	COUNCIL DATE:	3/15/2016
	LEGISTAR FILE ID#:	2016-0103
	<i>Barbara Fell</i>	
	3/2/2016 10:43 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL	48,928	48,928					v.20160125
	<u>Increase / (Decrease)</u>		<u>Project.Sub#</u>				
Account Number	Expense	Revenue	Project	Sub	AT	Account Name	
4520.0952.4999.99		48,928	06035	2600	RE	Use of Fund Balance	
4520.9555.5810.00	48,928	-	06035	2600	EX	Easements	
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City of Fayetteville, Arkansas

Tentative Agenda
March 8, 2016
Page 219 of 342
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0102

Agenda Date: 3/15/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 1

FAYETTEVILLE PUBLIC FACILITIES BOARD:

A RESOLUTION RATIFYING THE RESOLUTION OF THE FAYETTEVILLE PUBLIC FACILITIES BOARD APPROVING A REFUNDING AND IMPROVEMENT REVENUE BOND (BUTTERFIELD TRAIL VILLAGE PROJECT), SERIES 2016 IN A PRINCIPAL AMOUNT OF NOT TO EXCEED \$17,450,000; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO

WHEREAS, The Fayetteville Public Facilities Board (the "Board"), is a public body politic and corporate with the power of perpetual succession created by Ordinance No. 2485, as amended (collectively, the "Ordinance"), of the City of Fayetteville, Arkansas (the "City") under the constitution and laws of the State of Arkansas (the "State"), including the Public Facilities Boards Act as codified at Arkansas Code Annotated §14-137-101 et seq., as amended (the "Act"); and

WHEREAS, the Board is authorized by the Act and the Ordinance to issue and sell its revenue bonds and to use the proceeds thereof for the purpose of financing housing, health care and related facilities in the City to serve elderly persons so long as such facilities are owned by nonprofit corporations and to secure payment of such revenue bonds as therein provided, and to issue refunding bonds, all in accordance with the provisions of the Act and the Ordinance; and

WHEREAS, Butterfield Trail Village, Incorporated, an Arkansas nonprofit corporation, owns a residential life care retirement facility for the elderly known as "Butterfield Trail Village" consisting of independent living units, a skilled nursing care center and related facility located on approximately 44 acres of land at 1923 E. Joyce Boulevard in the City ("Butterfield Trail Village"); and

WHEREAS, the Board has previously issued its Refunding Revenue Bonds (Butterfield Trail Village Project), Series 2010 (the "2010 Bonds"); and

WHEREAS, the Board has determined that the economic interest and public purpose of the Board are served by issuing its Refunding and Improvement Revenue Bond (Butterfield Trail Village Project), Series 2016 (the "Bond") in a principal amount of not to exceed \$17,450,000 for the purpose of providing moneys to (a) refund the 2010 Bonds (the "Refunding"), and (b) finance all or a portion of the costs of improvements for Butterfield Trail Village, including particularly, without limitation, (i) acquiring, constructing, renovating, remodeling, equipping and furnishing common areas in the Main Residential Building, including particularly, without limitation, improvements to the main hallways, resident hallways, elevators, the library, meeting rooms, the game room, stairwells and atriums, (ii) acquiring, constructing, renovating, remodeling, equipping and furnishing the Health Care Center in the Main Residential Building, including particularly, without limitation, improvements to hallways,

nursing stations, offices, meeting rooms, resident rooms, and auxiliary spaces, and (iii) acquiring, constructing, renovating, equipping and furnishing an approximately 17,200 square foot expansion to the Main Residential Building to include particularly, without limitation, a new lobby and entryway, a convocation room and offices (collectively, the "2016 Project"), to pay the costs of issuing the Bond and accomplishing the Refunding and for other purposes related thereto; and

WHEREAS, the Bond is not a debt of or pledge of the credit of either the City or the Board and neither the City or the Board is obligated to pay debt service on the Bond; and

WHEREAS, pursuant to the provisions of the Ordinance, resolutions adopted by the Board which authorize the approval of bonds for financing and refinancing residential housing, health care and related facilities for the elderly which are owned by non-profit corporations are required to be ratified by the City prior to the issuance of such bonds; and

WHEREAS, such resolution adopted by the Board on March 1, 2016 (the "Board Resolution"), authorized the issuance of the Bond to accomplish the Refunding and to finance the 2016 Project and authorized the Chairman and Secretary of the Board to execute and delivery the Bond and documents to effect the issuance of the Bond;

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

Section 1. Recognition of Board's Authority. The Board is authorized by the Act and the Ordinance to approve the issuance of the Bond in a principal amount of not to exceed \$17,450,000 for the purpose of providing moneys to accomplish the Refunding, to finance all or a portion of the costs of the 2016 Project, to pay the costs of issuing the Bond and accomplishing the Refunding, and for other purposes related thereto and shall comply with other provisions of the Act and the Ordinance. The Bond by statute and intent of this City Council is not a debt of or pledge of the credit of either the City or the Board and neither the City nor the Board is obligated to pay debt service on the Bond whether or not the Bond has been properly issued.

Section 2. Ratification of Board's Resolution. The provisions of the Board Resolution, a copy of which is filed with the Clerk of the City, are hereby ratified by the City.

Section 3. Severability. If any provision of this Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 4. Repeal of Resolutions in Conflict. All resolutions and parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Legistar ID No.: 2016-0102

AGENDA REQUEST FORM

FOR: Council Meeting of March 15, 2016

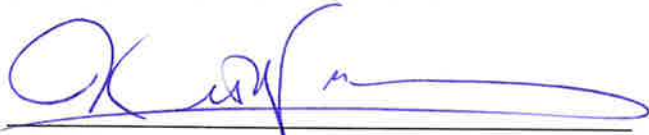
FROM:

City Attorney Kit Williams

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION RATIFYING THE RESOLUTION OF THE FAYETTEVILLE PUBLIC FACILITIES BOARD APPROVING A REFUNDING AND IMPROVEMENT REVENUE BOND (BUTTERFIELD TRAIL VILLAGE PROJECT), SERIES 2016 IN A PRINCIPAL AMOUNT OF NOT TO EXCEED \$17,450,000; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO

APPROVED FOR AGENDA:



City Attorney Kit Williams
(as to form)

February 25, 2016

Date

RESOLUTION

RESOLUTION AUTHORIZING THE ISSUANCE OF THE ISSUER'S REFUNDING AND IMPROVEMENT REVENUE BOND (BUTTERFIELD TRAIL VILLAGE PROJECT), SERIES 2016 IN A PRINCIPAL AMOUNT NOT TO EXCEED \$17,450,000 (THE "BOND") TO PROVIDE FUNDS TO REFUND OUTSTANDING BONDS AND TO FINANCE IMPROVEMENTS TO A RESIDENTIAL LIFE CARE RETIREMENT FACILITY IN FAYETTEVILLE, ARKANSAS FOR ELDERLY PERSONS; AUTHORIZING A LOAN AGREEMENT BETWEEN THE BOARD AND BUTTERFIELD TRAIL VILLAGE, INCORPORATED; AUTHORIZING THE SALE OF THE BOND AND THE EXECUTION OF A BOND PURCHASE AGREEMENT IN CONNECTION THEREWITH; AND AUTHORIZING AND PRESCRIBING OTHER MATTERS PERTAINING THERETO.

WHEREAS, The Fayetteville Public Facilities Board (the "Issuer") has been organized and exists under the laws of the State of Arkansas as a public facilities board; and

WHEREAS, the Issuer is a public body corporate and politic duly organized and validly existing under the Constitution and laws of the State of Arkansas (the "State"), including the Arkansas Code Annotated §§ 14-137-101, et seq., as amended (the "Act"), and by Ordinance No. 2485, as amended (collectively, the "Ordinance"), of the Board of Directors (now the City Council) of the City of Fayetteville, Arkansas (the "City"), adopted on November 21, 1978; and

WHEREAS, the Ordinance and the Act authorized the Issuer to issue revenue bonds to finance residential housing, health care and related facilities to serve elderly persons so long as such facilities are secured by nonprofit corporations and to refund bonds issued for such purpose; and

WHEREAS, the Issuer has previously issued its Refunding Revenue Bonds (Butterfield Trail Village Project), Series 2010 (the "2010 Bonds"); and

WHEREAS, the Issuer has previously issued its Revenue Bond (Butterfield Trail Village Project), Series 2013 (the "2013 Bond"); and

WHEREAS, for the purposes set forth in the Ordinance, the Issuer desires to issue not to exceed \$17,450,000 in principal amount of its Refunding and Improvement Revenue Bond (Butterfield Trail Village Project), Series 2016 (the "Bond") to provide funds to (a) refund the 2010 Bonds (the "Refunding") and (b) to finance all or a portion of the costs of (i) acquiring, constructing, renovating, remodeling, equipping and furnishing common areas in the Main Residential Building, including particularly, without limitation, improvements to the main hallways, resident hallways, elevators, the library, meeting rooms, the game room, stairwells and atriums, (ii) acquiring, constructing, renovating, remodeling, equipping and furnishing the Health Care Center in the Main Residential Building, including particularly, without limitation, improvements to hallways, nursing stations, offices, meeting rooms, resident rooms, and auxiliary spaces, and (iii) acquiring, constructing, renovating, equipping and furnishing an approximately 17,200 square foot expansion to the Main Residential Building to include particularly, without limitation, a new lobby and entryway,

a convocation room and offices (collectively, the "2016 Project") for Butterfield Trail Village, Incorporated, an Arkansas nonprofit corporation (the "Borrower"), which operates a residential life care retirement facility for the elderly, known as "Butterfield Trail Village" consisting of independent living units, a skilled nursing care center and related facilities located on approximately 44 acres at 1923 E. Joyce Boulevard, Fayetteville, Arkansas, 72703; and

WHEREAS, the proceeds of the Bond will be loaned by the Issuer to the Borrower, pursuant to a Loan Agreement, to be dated as of the dated date of the Bond (the "Loan Agreement"), providing for payments by the Borrower, as a repayment of the loan in amounts sufficient to provide for the payment of the principal of and premium, if any, and interest on the Bond as due and payable;

WHEREAS, the Bond will be sold to Arvest Bank (the "Purchaser"), pursuant to a Bond Purchase, Assignment and Security Agreement to be dated as of the dated date of the Bond (the "Bond Purchase Agreement"), setting forth the terms of the Bond; and

WHEREAS, the Bond will be secured on a parity of security with the 2013 Bond; and

WHEREAS, there has been presented to this meeting the form of the following instruments which the Issuer proposes to execute to carry out the transaction described above, copies of which instruments shall be filed with the records of the Issuer:

- (a) the Bond Purchase Agreement; and
- (b) the Loan Agreement; and

WHEREAS, it appears that each of the instruments above referred to, which are now before the Issuer, are in appropriate form and are appropriate instruments for the purpose intended;

NOW, THEREFORE, BE IT RESOLVED BY THE FAYETTEVILLE PUBLIC FACILITIES BOARD, AS FOLLOWS:

Section 1. The Issuer hereby finds that the issuance of the Bond to accomplish the Refunding and to finance all or a portion of the costs of the 2016 Project will assist in providing residential care facilities for the elderly in the City and, therefore, should be accomplished.

Section 2. The issuance of the Bond in the principal amount of not to exceed \$17,450,000 is hereby authorized. The Bond shall be designated "The Fayetteville Public Facilities Board Refunding and Improvement Revenue Bond (Butterfield Trail Village Project), Series 2016" and shall be issued in the form, shall be dated, shall be numbered, shall bear interest (provided such interest rate shall not exceed 3.25% per annum), and shall be subject to redemption prior to maturity, upon the terms and conditions set forth in the Bond Purchase Agreement. The principal of and interest on the Bond shall be payable in semi-annual installments, as provided in the Bond Purchase Agreement, with the final installment due not later than sixteen (16) years after the date of issuance of the Bond.

Section 3. To prescribe the terms and conditions upon which the Bond is to be executed, issued, purchased, accepted, held and secured, the Chairman and Secretary of the Issuer are hereby authorized and directed to execute and deliver the Bond Purchase Agreement to the Purchaser.

Section 4. There is hereby authorized the loaning of the proceeds of the Bond to the Borrower in accordance with the provisions of the Loan Agreement. The Chairman and Secretary of the Issuer are hereby authorized and directed to execute and deliver the Loan Agreement to the Borrower.

Section 5. The Chairman and Secretary of the Issuer are hereby authorized and directed to execute the Bond and to cause the Bond so executed and authenticated to be delivered to the Purchaser upon payment of the purchase price.

Section 6. The Bond Purchase Agreement and the Loan Agreement shall be in substantially the forms submitted to this meeting, which are hereby approved, with such omissions, insertions and changes as may be approved by the officers executing them, their execution to constitute conclusive evidence of their approval of any such omissions, insertions and changes.

Section 7. The Chairman, Secretary and other officers of the Issuer, for and on behalf of the Issuer, are hereby authorized and directed to do any and all things necessary to effect the execution and delivery of the instruments approved by this Resolution and the performance of all obligations of the Issuer thereunder, the issuance, execution and delivery of the Bond, and the performance of all acts of whatever nature necessary to effect and carry out the authority conferred by this Resolution. The Chairman, Secretary and other officers of the Issuer are hereby further authorized and directed, for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required for the carrying out of such authority or to evidence the exercise thereof. The Chairman, Secretary and other officers of the Issuer are hereby further authorized and directed, for and on behalf of the Issuer, to execute all papers, documents, certificates and other instruments that may be required in order for the Bond to be secured on a parity of security with the 2013 Bond.

Section 8. The Secretary shall maintain, as a part of the minutes of the meeting at which this Resolution is adopted and the permanent records of the Issuer, for inspection by any interested person, copies of the Bond Purchase Agreement and the Loan Agreement.

Section 9. The Issuer will restrict the use of the proceeds of the Bond in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the Bond is delivered to the Purchaser, so that they will not constitute an arbitrage bond under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Chairman or any other officer having responsibility with respect to the issuance of the Bond, is authorized and directed, alone or in conjunction with the Borrower or any officer, employee, consultant or agent of the Borrower, to deliver a certificate for inclusion in the transcript of proceedings for the Bond, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to said Section 148 and regulations thereunder. In its performance of these covenants, and other covenants of the Issuer pertaining to federal income tax laws, the Issuer may rely upon the written advice of nationally recognized bond counsel which is provided to the Borrower.

Section 10. The Chairman and the Secretary of the Issuer be and they hereby are authorized to execute and deliver for and on behalf of the Issuer any and all additional certificates, documents, opinions, agreements or other papers and perform all other acts (including without limitation the filing of any financing statements or any other documents to create and maintain a

security interest in the collateral pledged under the Bond Purchase Agreement) as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 11. The Issuer acknowledges that proceeds of the 2013 Bond will be used to provide a portion of the funds to finance costs of the 2016 Project.

Section 12. The Chairman of the Issuer is hereby authorized and directed to work with Friday, Eldredge & Clark, LLP, as Bond Counsel, and officials of the Borrower to develop, adopt and implement written procedures to assist the Borrower in monitoring compliance with federal tax requirements with respect to tax-exempt obligations issued by the Issuer for the benefit of the Borrower. It is understood that the policies to be adopted and established by such written procedures will be adopted and established by the Borrower on behalf of the Issuer for tax-exempt obligations issued by the Issuer for the benefit of the Borrower.

Section 13. The Bond shall not be issued and delivered by the Issuer unless and until the City Council of the City shall have adopted a resolution ratifying the adoption by the Issuer of this Resolution.

Section 14. The provisions of this Resolution are hereby declared to be separable and, if any section, phrase or provisions shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 15. All prior resolutions or portions thereof of the Issuer which are inconsistent with the contents hereof are hereby repealed.

Section 16. This Resolution shall become effective immediately upon its passage and approval.

Adopted and approved this 1st day of March, 2016.

THE FAYETTEVILLE PUBLIC FACILITIES
BOARD

ATTEST:

By _____
Chairman

Secretary

(SEAL)

CERTIFICATE

The undersigned, Secretary of The Fayetteville Public Facilities Board hereby certifies that the foregoing pages are a true and correct copy of a Resolution of the Board adopted on the 1st day of March, 2016, and that the Resolution is of record in the records of the Board.

GIVEN under my hand and seal this 1st day of March, 2016.

(SEAL)

Secretary



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: Mayor Jordan
City Council

CC: Paul Becker, Finance Director
Don Marr, Chief of Staff

FROM: Kit Williams, City Attorney

DATE: February 25, 2016

RE: Public Facilities Resolution Ratification

The Fayetteville Public Facilities Board is seeking the City Council's approval for its proposed sale of Seventeen Million Four Hundred and Fifty Thousand Dollars (\$17,450,000.00) of Public Facilities Revenue Bonds to refund the 2010 existing bonds and to further expand and renovate Butterfield Trail Village. The Fayetteville Public Facilities Board was created almost 40 years ago primarily to help obtain low interest funding to build Butterfield Trail Village. To my knowledge, this has been the Board's sole project and has proven very successful.

Butterfield Trail Village is an expressly authorized project pursuant to § 33.068 **Powers of the Board** (B) Fayetteville Code of Ordinances:

"(B) The board is expressly authorized to issue revenue bonds for the purpose of financing residential housing, health care and related facilities to serve elderly persons; provided said facilities are owned by nonprofit corporations or associations. The issuance of such revenue bonds shall be accomplished by resolution duly adopted by the city Public Facilities Board and ratified by the City Council."

As you see the Public Facilities Board may only issue bonds for Butterfield after its Resolution has been "ratified by the City Council." That is their request to you now.

Both state law and the Fayetteville Code make it clear that Public Facilities Revenue Bonds (as requested to be issued now) are obligations of the Public Facilities Board only and do not constitute an indebtedness of the City.

"It shall be plainly stated on the face of each bond that it has been issued under the provisions of this chapter, that the bonds are obligations only of the public facilities board, and that in no event shall they constitute an indebtedness for which the faith and credit of the creating municipality or county or any of its revenues are pledged." A.C.A. § 14-137-120 **Obligations on bonds** (a).

~~"Such revenue bonds shall be obligations only of the facilities board and shall not constitute an indebtedness for which the faith and credit of the city or any of its revenues are pledged...."~~ § 33.070 **Issuance of Revenue Bonds** (A) of the Fayetteville Code of Ordinances.

If the City Council determines that the Fayetteville Public Facilities Board's plan to refund the existing 2010 bonds and to further renovate and enlarge Butterfield Trail Village by issuing \$17,450,000.00 in Public Facilities Bonds should be ratified and approved, please pass the ratifying Resolution. The Public Facilities Bonds issued by the Fayetteville Public Facilities Board in 2013 shall remain outstanding to be paid in addition to these new revenue bonds. If you believe the Fayetteville Public Facilities Board's Resolution should not be ratified for whatever reason, you should explain why it should not be ratified and vote against the ratifying Resolution.

FAYETTEVILLE CODE OF ORDINANCES
TITLE III ADMINISTRATION

- (iv) Unpaid charges; and
- (v) Such other information as may be required by officials of the city.

(Ord. No. 3490, 7-3-90; Code 1991, §33.050; Ord. No. 5591, 6-4-13)

33.051-33.064 Reserved

**ARTICLE VI
PUBLIC FACILITIES BOARD**

33.065 Findings

The City of Fayetteville hereby finds and determines:

- (A) There exists within and near the city, including the city's projected growth areas and the city's extraterritorial planning areas, a shortage of decent, safe and sanitary residential housing facilities available for rehabilitation, construction, or purchase on terms that persons and families of low and moderate income can afford to pay.
- (B) Existing economic conditions including high rates of interest on residential mortgage loans, and a shortage of funds within lending institutions in the state for residential mortgage loans are operating to: Further restrict the rehabilitation, construction, and purchase of residential housing by persons of low and moderate income at reasonably affordable costs; create unemployment and hardship within the residential construction industry, adversely affecting residents of the city; and reduce and limit the value of property within the city; all of which adversely affect the city's tax revenues and which, if not alleviated, will lead to further urban blight and decay and result in disproportionately large expenditures for services by the city.
- (C) The availability of mortgage financing to assist such persons and families in the rehabilitation, construction or purchase of decent, safe, and sanitary residential housing facilities will be aided by the providing of funds for mortgage financing of residential housing facilities by the creation of a Public Facilities Board pursuant to the provisions of Act No. 142 of the General Assembly of 1975.
- (D) The providing of financial assistance in order to enable persons and families of low and moderate

income to finance the costs of decent, safe and sanitary residential housing facilities is a proper public purpose as declared by the act, and by this determination of the City Council.

- (E) The public purpose of financing residential housing facilities may best be served by establishing a Public Facilities Board to purchase mortgages on such residential housing facilities or make loans to mortgage lenders to provide financing for residential housing facilities as provided in the act.

- (F) In addition to all other findings and public purposes stated in this ordinance, the development of housing, health care, and related facilities for elderly persons, regardless of income, serves a substantial public purpose and there is a significant need in the city for such facilities.

(Code 1965, §2-111; Ord. No. 2485, 11-21-78; Ord. No. 2991, 3-20-84; Ord. No. 4021, §1, 2-18-97; Code 1991, §33.065)

State law reference(s)--Public Facilities Board Act, A.C.A. §14-137-101 et seq.

33.066 Establishment

Pursuant to A.C.A. §14-137-107 there is created and established the city Public Facilities Board (hereinafter known as "facilities board") with authority as hereinafter provided to accomplish, finance, contract or purchase mortgage loans concerning, and otherwise act in such manner as may be permitted by the act to provide decent, safe, and sanitary residential housing facilities within or near the city, including the city's projected growth areas and the city's extraterritorial planning areas.

Additional authority has been granted the facilities board by Ordinance No. 2708 and Ordinance No. 2991 and the facilities board's authority may vary as allowed by statute and as provided by further amending ordinances which may be passed by the city in the future.

(Code 1965, §2-112; Ord. No. 2485, 11-21-78; Ord. No. 4021, §2, 2-18-97; Code 1991, §33.066)

33.067 Members Of The Board; Term Of Office; Duration Of The Board

The facilities board shall consist of five persons. The initial members shall, as provided in A.C.A. §14-137-107, be appointed by the mayor of the city to serve for terms of one, two, three, four and five years,

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TITLE III ADMINISTRATION

respectively. The members of the facilities board shall be residents of the city and shall take and file with the City Clerk the oath of office prescribed by the act.

(Code 1965, §2-113; Ord. No. 2485, 11-21-78; Ord. No. 2991, 3-20-84; Code 1991, §33.067)

State law reference(s)--Creating ordinance-Authority, A.C.A. §14-137-107; Board members, A.C.A. §14-137-108.

33.068 Powers Of The Board

(A) The facilities board is empowered, from time to time, to loan, acquire, construct, reconstruct, extend, equip, improve, sell, lease, and contract concerning (which shall include the purchase of mortgage loans and the making of loans to mortgage lenders) residential housing facilities as shall be determined by the facilities board to be necessary to effect the purposes of this article to provide decent, safe and sanitary residential housing facilities within or near the city, including the city's projected growth areas and the city's extraterritorial planning areas. In addition, the facilities board shall have each of the powers set forth in A.C.A. §14-137-111, as amended, and appropriate to the purposes for which the board is created unless otherwise restricted herein. The board may enter into which contractual or cooperative agreements with such persons as may in its discretion be advisable to accomplish the purposes of this article, including, without limitation, departments, agencies, or instrumentalities of the United States of America, the state or the city; for example, the Department of Housing and Urban Development, the Federal Housing Administration, the Veterans' Administration and the Arkansas Housing Development Agency. Prior to the issuance of any such bonds, the facilities board must submit to the City Council for its approval the following information:

- (1) The size of the proposed bond issue and all related details, including, but without limitation:
 - (a) principal amount;
 - (b) date of the bonds;
 - (c) interest payment dates;
 - (d) principal payment dates;

- (e) numbers;
- (f) denominations;
- (g) rates of interest;
- (h) a schedule reflecting the annual principal maturities;
- (i) the semiannual interest requirements and the total requirements; and
- (j) applicable redemption provisions.

(2) Recommendations for person to serve as underwriter, trustee, and custodian for any such bonds and the mortgage lenders and servicing institutions with which the facilities board shall contract, which the City Council reserves the right to select or approve. The trustee and the custodian shall be institutions located within the city, if such institutions are qualified and such appointments do not otherwise adversely affect the rating of the bonds (if submitted for rating).

(B) The board is expressly authorized to issue revenue bonds for the purpose of financing residential housing, health care and related facilities to serve elderly persons; provided said facilities are owned by nonprofit corporations or associations. The issuance of such revenue bonds shall be accomplished by resolution duly adopted by the city Public Facilities Board and ratified by the City Council.

(Code 1965, §2-114; Ord. No. 2485, 11-21-78; Ord. No. 2991, 3-10-84; Code 1991, §33.068)

State law reference(s)--Powers generally-bidding and appraisal procedure, A.C.A. §14-137-111.

33.069 Bond Proceeds; Investments

(A) Any agreements made by the facilities board with mortgage lenders must contain a provision to the effect that such mortgage lenders may only loan the proceeds provided to them to finance housing located within the city's corporate limits and to finance housing located within the city's projected growth area and extraterritorial planning area. A minimum of 75% of the bond proceeds shall be available to finance housing located within the city's corporate limits; and a maximum of 25% of the bond proceeds shall be available to finance

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existing housing located within the city's projected growth area and extraterritorial planning area. The facilities board shall have the authority, after prior approval of the City Council, to reallocate such percentages.

- (B) This section shall apply only to bonds issued for the purpose of financing owner-occupied housing.
- (C) The facilities board shall offer bond proceeds not otherwise required to be deposited with the custodian to financial institutions which have their principal place of business located within the city and which are qualified for such investments. This section shall apply only to the proceeds of bonds issued for the purpose of financing owner-occupied housing.

(Code 1965, §2-115, 2-116; Ord. No. 2485, 11-21-78; Ord. No. 2991, 3-20-84; Code 1991, §33.069)

State law reference(s)--Use of funds and revenue-bonds, A.C.A. §14-137-115.

33.070 Issuance Of Revenue Bonds

- (A) The facilities board is authorized and is limited to issue this initial series of revenue bonds, in accordance with the conditions set forth in §33.068, and to use the proceeds, either alone or together with other available funds and revenues, to accomplish the purposes for which the facilities board is created as the same relates to the providing of decent, safe, and sanitary residential housing facilities. Such revenue bonds shall be obligations only of the facilities board and shall not constitute an indebtedness for which the faith and credit of the city or any of its revenues are pledged, and the principal and interest on the bonds shall be payable from and secured by a pledge of revenues derived from residential housing facilities financed, in whole or in part, from bond proceeds and as authorized by, and in accordance with the provisions of law, together with such other collateral as may properly be pledged under the act and as the facilities board in its discretion may determine.
- (B) This section shall apply only to the issuance of bonds for the purpose of financing owner-occupied housing. The board is expressly authorized to issue bonds for the purpose of financing housing, health care, and related facilities to serve elderly persons, provided said

facilities are owned by nonprofit corporations or associations.

(Code 1965, §2-117; Ord. No. 2485, 11-21-78; Ord. No. 2991, 3-20-84; Code 1991, §33.070)

***Note**--It should be noted that Ord. No. 4021, adopted Feb. 18, 1997, provided in the preamble and §3 that §9 of Ord. No. 2485 provided for the appointment of a bond counsel for the issuance and sale of residential housing facility bonds, and said appointment is only for the residential housing facilities bonds first authorized on Ord. No. 2485 prior to the amendments thereto.

33.071 Organization; Reports

As soon as practicable after the adoption of this article the facilities board shall meet and elect such officers as shall be required by law. The facilities board may adopt such bylaws and other rules and regulations as shall be necessary for the conduct of its business and consistent with the provisions of the act. The facilities board shall cause to be filed with the City Clerk of the city the annual report.

(Code 1965, §2-118; Ord. No. 2485, 11-21-78; Code 1991, §33.071)

State law reference(s)--Annual reports, A.C.A. §14-137-123.

33.072-33.104 Reserved

**ARTICLE VII
PLANNING COMMISSION**

33.105 Establishment

There is hereby created a city Planning Commission.

(Code 1965, §2-80; Ord. No. 956, 9-12-49)

State law reference(s)--Municipal planning commissions generally, A.C.A., §15-56-401 et seq.

33.106 Composition

The Planning Commission ("commission") shall consist of nine members, all of who shall be citizens of Fayetteville, and at least two-thirds of whom shall not hold any municipal office or appointment. No two members of the commission ("commissioners") shall be related by blood or marriage in the third degree, nor shall any two commissioners have direct financial involvement. All commissioners must disclose annually all real estate holdings in Fayetteville and the Fayetteville planning area, and any business or financial interest which could affect, or be affected by, decisions of the commission. All commissioners shall

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be conducted on March 15, 2016, at 5:30 o'clock p.m., before the Mayor and the City Council of the City of Fayetteville, Arkansas, in the Quorum Court Room of the Washington County Courthouse, 280 North College Avenue, Fayetteville, Arkansas 72701, on the question of the issuance of revenue bonds (the "bonds") by The Fayetteville Public Facilities Board (the "Board") for the purpose of (a) refunding The Fayetteville Public Facilities Board Refunding Revenue Bonds (Butterfield Trail Village Project), Series 2010 (the "2010 Bonds") and (b) financing all or a portion of the costs of the following improvements for Butterfield Trail Village, Incorporated, an Arkansas non-profit corporation (the "Corporation") that operates a residential life care retirement facility for the elderly: (i) financing all or a portion of the costs of acquiring, constructing, renovating, remodeling, equipping and furnishing common areas in the Main Residential Building, including particularly, without limitation, improvements to the main hallways, resident hallways, elevators, the library, meeting rooms, the game room, stairwells and atriums; (ii) financing all or a portion of the costs of acquiring, constructing, renovating, remodeling, equipping and furnishing the Health Care Center in the Main Residential Building, including particularly, without limitation, improvements to hallways, nursing stations, offices, meeting rooms, resident rooms, and auxiliary spaces, and (iii) financing a portion of the costs of acquiring, constructing, renovating, equipping and furnishing an approximately 17,200 square foot expansion to the Main Residential Building to include particularly, without limitation, a new lobby and entryway, a convocation room and offices (collectively, the "2016 Project"). The aggregate principal amount of the bonds allocable to the 2016 Project shall not exceed \$3,655,000 and the aggregate principal amount of the bonds allocable to the refunding of the 2010 Bonds shall not exceed \$13,795,000.

The initial owner and operator of the 2016 Project will be the Corporation. The 2016 Project will be located on the Corporation's approximately 44-acre campus at 1923 E. Joyce Boulevard, Fayetteville, Arkansas 72703.

The 2010 Bonds were issued to refund the Board's Adjustable Rate Demand Refunding Revenue Bonds, Series 2002 (Butterfield Trail Village Project), which were issued to refinance costs of acquiring, constructing and equipping the residential life care retirement facility (consisting of particularly, without limitation, residential units, a skilled nursing care center, recreational facilities and other related facilities) owned and operated by the Corporation on the Corporation's approximately 44-acre campus at 1923 E. Joyce Boulevard, Fayetteville, Arkansas 72703.

Proceeds of the Board's Revenue Bond (Butterfield Trail Village Project), Series 2013 (the "2013 Bond") will be used to provide a portion of the funds to finance costs of the

2016 Project. The remainder of the proceeds of the 2013 Bonds have been expended to finance the following improvements for the Corporation: (i) acquiring, constructing, equipping and furnishing an assisted living facility containing approximately 9,300 square feet, (ii) acquiring, constructing, renovating, equipping and furnishing the existing Wellness Center and acquiring, constructing, renovating, equipping and furnishing an approximately 6,700 square foot expansion to the Wellness Center, all of which are located on the Corporation's approximately 44-acre campus at 1923 E. Joyce Boulevard, Fayetteville, Arkansas 72703.

The bonds shall be special obligations of the Board, secured by and payable from an assignment of the right to receive payments from the Corporation pursuant to a Loan Agreement between the Board and the Corporation, and such other collateral as may be provided by the Corporation. The obligations shall not constitute an indebtedness for which the faith and credit of the City are pledged.

Dated: February 24, 2016

/s/ Lioneld Jordan
Mayor

TEFRA NOTICE PUBLIC HEARING AND APPROVAL CERTIFICATE

Re: The Fayetteville Public Facilities Board Refunding and Improvement Revenue Bond (Butterfield Trail Village Project), Series 2016

The undersigned Mayor (the "Mayor") of the City of Fayetteville, Arkansas (the "City") is the chief elected executive officer of the City, and hereby certifies as follows:

(1) Attached hereto is an affidavit of the publisher of the _____ showing that a notice of public hearing (the "Notice") on the issuance of the above referenced bond issue (the "Bond"), in the aggregate principal amount of not to exceed \$17,450,000, to be held on March 15, 2016, was published one time in such newspaper on _____, 2016. Such notice apprised the residents of the City of the proposed issuance of the Bond, in compliance with all legal requirements, including Section 147(f) of the Internal Revenue Code of 1986, as amended.

(2) The public hearing described in such notice was duly held at the date and place set forth in such notice before me, the City Council of the City and a representative of The Fayetteville Public Facilities Board (the "Issuer"). The hearing was conducted in a manner which provided a reasonable opportunity for persons with differing views on the issuance of the Bond or the location and the nature of the proposed project to be heard.

(3) The public hearing was held prior to final approval, authorization and issuance of the Bond.

(4) The undersigned, acting in his capacity as Mayor of the City, hereby approves the issuance of the Bond by the Issuer only for the purposes of meeting the requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended.

(5) The undersigned in reliance upon the Resolution of the Fayetteville Public Facilities Board acknowledges that proceeds of the Issuer's Revenue Bond (Butterfield Trail Village Project), Series 2013 will be used to provide a portion of the funds to finance costs of the 2016 Project (as defined in the Notice).

IN WITNESS WHEREOF, the undersigned has executed his Certificate as of the 15th day of March, 2016.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA SMITH, City Clerk/Treasurer



City of Fayetteville, Arkansas

Tentative Agenda
March 8, 2016
Page 235 of 342
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0104

Agenda Date: 3/15/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: D. 1

RFQ #15-08 NELSON/NYGAARD CONSULTING ASSOCIATES, INC.:

A RESOLUTION TO AWARD RFQ #15-08 AND AUTHORIZE A CONTRACT WITH NELSON/NYGAARD CONSULTING ASSOCIATES, INC. IN THE AMOUNT OF \$584,978.00 FOR THE DEVELOPMENT OF A TRANSPORTATION MASTER PLAN AND DOWNTOWN/ENTERTAINMENT DISTRICT PARKING AND MOBILITY REPORT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$14,740.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Resolution No. 221-13, which was passed on November 5, 2013, expressed the intent of the City Council to fund the development of an updated Transportation Plan.

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 RFQ #15-08 and authorizes a contract with Nelson/Nygaard Consulting Associates, Inc. in the amount of \$584,978.00 for the development of a Transportation Master Plan and Downtown/Entertainment District Parking and Mobility Report, and further approves a project contingency in the amount of \$14,740.00.

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

2016-0104

Legistar File ID

3/15/2016

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

Chris Brown

2/26/2016

Engineering /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a Contract with Nelson\Nygaard Consulting Associates, Inc. in the amount of \$584,978.00 for development of a transportation master plan and downtown/entertainment district parking and mobility report, approval of a budget adjustment in the amount of \$100,000, and approval of a contingency amount of \$14,740.

Budget Impact:

4470.9470.5314.00; 1010.6600.5315.00

Professional Services/Contract Services

Account Number

Fund

14021.1

Transportation Master Plan

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 499,718.00

Funds Obligated \$ -

Current Balance **\$ 499,718.00**

Does item have a cost? No

Item Cost \$ 584,978.00

Budget Adjustment Attached? No

Budget Adjustment \$ 100,000.00

Remaining Budget **\$ 14,740.00**

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 15, 2016

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Director of Development Services

FROM: Chris Brown, P.E., City Engineer *CB*

DATE: February 26, 2016

SUBJECT: **Transportation Master Plan/Downtown and Entertainment District Parking and Mobility Study-Contract with Nelson\Nygaard Consulting Associates, Inc.**

RECOMMENDATION:

Staff recommends approval of a contract with Nelson/Nygaard Consulting Associates, Inc. for development of a Transportation Master Plan and a Downtown/Entertainment District Parking and Mobility Report, in the total amount of \$584,978, including \$489,978 for the overall master plan, and \$95,000 for the focus area parking study. The City Council Transportation Committee reviewed the Master Transportation Plan scope at their February 23rd meeting and recommended approval of the overall master plan scope by a vote of 3-0. (The parking study scope was not available for review at the Committee meeting.)

A budget adjustment in the amount of \$100,000 from the general fund reserve balance is also requested to fund the parking study portion of the project. Finally, a contingency fund in the amount of \$14,740 to allow for additional items of work and/or expenses that may arise during the project is requested.

BACKGROUND:

In 2013, the City Council passed Resolution 221-13, expressing the intent to fund an updated Transportation Plan in the amount of up to \$500,000.

In 2014, staff began the process of procuring a consultant using the City's consultant selection procedures, with the intent of bringing a proposed contract and budget adjustment to the City Council. However, during negotiations with the selected consultant, it became apparent that the work scopes developed by the consultant were not in line with the City's vision for the project, and negotiations were ended with the consultant.

The City re-initiated the consultant procurement process in 2015, and on December 29th, 2015, a selection committee consisting of City staff members and City Council Member Matthew Petty selected the team of Nelson Nygaard Consulting Associates, Inc. and Garver, Inc. to provide consulting services for the Transportation Master Plan.

Following the selection of the consulting team, the City recognized the need to add an additional task in the Transportation Master Plan that provides detailed analysis of Parking and Mobility in the Downtown and Entertainment District areas. The purpose of this study would be to analyze

parking inventory and utilization as well as existing and future demand and recommend refinement to existing parking management strategies and system design.

CONSULTANT BACKGROUND AND QUALIFICATIONS:

Nelson\Nygaard Consulting Associates (with Garver, Inc. as their sub-consultant) was chosen over 4 other consultant teams that submitted statements of qualifications. Nelson\Nygaard is a 123 person firm specializing in transportation planning for all modes of transportation. Their statement of qualifications lists such projects as a mobility and parking study in New Orleans, complete streets design guideline development in Chicago, participation in moveDC, Washington D.C.'s long range transportation plan, and leading an in-progress master planning effort in Boston. Locally, they are in the final stages of completing a Campus Transportation Plan for the University of Arkansas.

Nelson\Nygaard was also the lead consultant on the NACTO Urban Street Design Guide, a manual that has been adopted by numerous cities nationwide and provides a new set of standards for creation of city streets that are more safe and inviting, and provide service to all modes of transportation. This manual has recently been adopted by the City as a reference document in our Minimum Street Standards Manual.

The Nelson Nygaard project team for this includes Project Manager Jason Schrieber, Deputy Project Manager Lisa Jacobson, Zabe Bent, and Boris Palchik, among others. Mr. Schrieber has spent time in Fayetteville serving as Principal in Charge of the University of Arkansas Transportation Master Plan, and Ms. Jacobson is the Project Manager for the UA project.

The local team from Garver includes Ron Petrie and Jeff Webb, both of which have managed multiple projects for the City, the latest being the Spring Street Parking Deck. Mr. Petrie's past experience as the Fayetteville City Engineer gives him insight into the challenges and constraint the City's transportation system faces, which will be a valuable asset to the team.

Excerpts from the project team's Statement of Qualifications, which provide additional detail, resumes, and past experience on similar projects, are attached.

TRANSPORTATION MASTER PLAN SCOPE DISCUSSION:

Exhibit "A" to the contract is the scope of work which details the tasks to be completed by the consulting team. After initial kickoff meetings, and establishment of detailed goals and objectives, the consulting team will review the City's existing codes, policies, master plans, and other data in order to fully understand the existing conditions of the City's transportation systems. Once the initial review is completed, a "Mobility Facts Book" will be delivered, that will summarize existing conditions and provide a review of best practices from peer communities.

Public Participation will be an integral part of the plan development. Using the Mobility Facts Book and other outreach materials, the consultant will host multiple workshops throughout the project, and will develop a website and online interaction tools in order to engage as many citizens as possible across all demographics and in all areas of the City.

Using the existing conditions analysis and the information gathered during the public involvement process, the consultant will identify network needs across all modes of transportation, and will develop lists of issues and opportunities within the City's transportation system. Ultimately the final plan will be developed with both broad recommendations of policy and overall direction of multimodal mobility for the City, along with detailed project priorities, and strategies for implementation of the plan. Critical deliverables with the final plan include:

- Planning and design policy recommendations

- Tools for evaluation and prioritization of projects
- Implementation and Financial Plans

PARKING AND MOBILITY SCOPE DISCUSSION

Task 5.8 of the scope of work (attached as Exhibit “A” to the contract) details the parking study tasks to be completed by the consulting team. After initial kickoff meetings (which will be scheduled in conjunction with Transportation Master Plan kickoff) the consulting team will review existing studies, data and mapping. Next Nelson/Nygaard will conduct a detailed parking system inventory and evaluate existing utilization and use that data to perform a future parking demand analysis and evaluate parking expansion needs.

The consultant team will also conduct a thorough review of existing parking management and system design and develop a suite of parking management options including supply and demand management strategies and administration and customer service improvements. The Downtown and Entertainment Districts will be evaluated as separate districts but the strategies developed will either apply to both or be modified appropriately for each context. Public input will be integral to the Parking & Mobility Study with workshops, surveys and up to six meetings with stakeholders.

SCHEDULE AND FEE

Nelson Nygaard has scheduled this work to be completed over a period of approximately 15 months. This schedule will be modified and updated as the project progresses. The overall plan and the parking study will progress separately, but consultant visits, public meetings, and final plan development will be scheduled together to minimize travel costs and other expenses. The schedule is attached as Exhibit “B” to the contract.

The proposed fee for the work scope detailed above is \$584,978, of which \$489,978 is allocated for the overall master plan, and \$95,000 is allocated for the parking study. Detailed fee information is also attached to this memo.

A contingency amount of \$14,740 is also requested, to allow for additional items of work and/or expenses that may arise during the project.

BUDGET/STAFF IMPACT:

This project will be funded from the Transportation Master Plan project budget. Currently this project has \$499,718 in funds available; a budget adjustment in the amount of \$100,000 is needed to provide the full project funding. The general fund reserve balance is the proposed source of funding for the additional amount.

Attachments:

Proposed Contract with Ex. A Scope of Work Ex. B Schedule
Fee Spreadsheets
Budget Adjustment
Purchase Order Request
Additional Consultant Information
Resolution 221-13



City of Fayetteville, Arkansas

Contract for Transportation Master Planning
And Parking Analysis Services

This contract executed this ____ day of _____, 2016, between the City of Fayetteville, Arkansas, and Nelson\Nygaard Consulting Associates, Inc. In consideration of the mutual covenants contained herein, the parties agree as follows.

WITNESSETH:

WHEREAS, the City of Fayetteville has previously determined that it has a need for a Transportation Master Plan; and

WHEREAS, the City of Fayetteville is also in need of a detailed downtown and entertainment district parking analysis and plan; and

WHEREAS, the City of Fayetteville, after soliciting statements of qualifications for such services pursuant to City of Fayetteville RFQ 15-08 (herein after referred to as Request for qualifications or RFQ), has awarded this contract to Nelson\Nygaard Consulting Associates, Inc.; and

WHEREAS, Nelson\Nygaard Consulting Associates, Inc. has represented that it is able to satisfactorily provide these services according to the terms and conditions of the RFQ, which are incorporated herein by reference, and the terms and conditions are contained herein;

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. **Services to be Performed:** Nelson\Nygaard Consulting Associates, Inc. hereby agrees to provide the City with transportation planning and parking analysis services, as requested and more specifically outlined in the RFQ, this agreement, and the attached Exhibit "A" *Scope of Work*.

2. **Time of Service:** Time is of the essence in this Agreement, and services shall be performed as identified in the Timeline found in Exhibit "B" attached hereto, subject to revisions mutually agreed upon.

3. **Compensation:** As compensation for Nelson\Nygaard Consulting Associates, Inc. providing services to the City as described herein, the City shall pay Nelson\Nygaard Consulting Associates, Inc. an amount not to exceed

\$584, 978.00 inclusive of out-of-pocket expenses, based on the submission of invoices for work completed and properly authorized. The fee will be payable as follows:

Nelson\Nygaard Consulting Associates, Inc. shall submit invoices at minimum 1 month intervals to the City. The invoices shall include charges for all labor and costs in accordance with Contract.

Payment will be made for hours worked at standard hourly rates in effect at the time work is performed, plus reimbursable expenses. Reimbursable expenses include travel expenses, purchase of material, and other direct expenses, including work performed by subcontractors. Payment for reimbursable expenses shall be at actual cost, supported by paid invoices or other acceptable documentation of expenses.

The City agrees to pay all approved invoices within thirty (30) days of receipt. The City shall not be obligated to pay any invoices which are not in accord with the terms of this Contract.

Nelson\Nygaard Consulting Associates, Inc. reserves its rights to stop all work on this project if, at anytime, an approved invoice remains unpaid for a period exceeding sixty (60) days.

4. **Insurance:** Nelson\Nygaard Consulting Associates, Inc. shall provide and maintain in force at all times during the term of the services contemplated herein insurance for Workers' Compensation, Commercial General Liability, Automobile Liability, and Professional Liability. Such policies shall be issued by companies authorized to do business in the State of Arkansas. Evidence of such coverage is to be submitted with contract approval. Minimum amount for Commercial General Liability and Professional Liability is \$1,000,000 aggregate. Notwithstanding any other provision, Nelson\Nygaard Consulting Associates, Inc. will not be required to include City as an additional insured on its Professional Liability coverage.

5. **Term of Agreement:** Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for the period specified in the Timeline in Exhibit "A" attached hereto, unless canceled or terminated within thirty (30) days written notice by either party. Nelson\Nygaard Consulting Associates, Inc. will be compensated for services performed in accordance with the terms of this Contract prior to the effective date of termination.

6. **Amendment of Contract:** This Contract may be amended only by mutual agreement of the parties.

7. **Legal Compliance:** Nelson\Nygaard Consulting Associates, Inc. is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction.

8. **Approval of Agent:** The City reserves the right to require Nelson\Nygaard Consulting Associates, Inc. to replace the assigned agent with another agent of the same company if, in the opinion of the City staff, the agent is not rendering or is incapable of rendering the quality of service and cooperation required.

9. **Auditable Records:** Nelson\Nygaard Consulting Associates, Inc. shall maintain such accounts and records in connection with its performance of services for the City as may reasonably be required by the City. Nelson\Nygaard Consulting Associates, Inc. shall, at any reasonable time during the term and for a period of one year following the completion of work under the contract, afford the City's agents and auditors reasonable facilities and access for examination and audit of its records pertaining to its performance and shall, upon request by the City, produce and exhibit all such records.

10. **Assignment and Subcontracting:** Nelson\Nygaard Consulting Associates, Inc. shall perform this contract. In the event of a corporate acquisition and/or merger, Nelson\Nygaard Consulting Associates, Inc. shall provide written notice to the City within thirty (30) business days of such notice of action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a Proposer, which has disclosed its intent to assign or subcontract in its response to the RFQ, without exception shall constitute approval for purposes of this Agreement. No assignment or additional subcontracting shall be allowed without the prior written consent of the City.

11. **Cancellation:** Either party reserves the right to cancel this Contract, without cause, by giving thirty (30) days' notice of the intent to cancel, or with cause if at any time either party fails to fulfill or abide by any of the terms or conditions specified.

Failure of Nelson\Nygaard Consulting Associates, Inc. to comply with any of the provisions of this contract may be considered a material breach of contract and shall be cause for termination of the contract at the discretion of the City of Fayetteville. In the event of such a breach, the City of Fayetteville will promptly notify Nelson\Nygaard Consulting Associates, Inc. which will have five (5) days to cure the failure to City's satisfaction.

In the event that sufficient budgeted funds are not available for a fiscal period, the City shall notify Nelson\Nygaard Consulting Associates, Inc. of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the City. The City reserves the right to terminate within the thirty (30) day notice because of budgetary issues.

12. **Indemnification:** Nelson\Nygaard Consulting Associates, Inc. shall indemnify, pay the cost of defense, including but not limited to attorneys' fees, and hold harmless the City from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons, or property by or from the said negligence of Nelson\Nygaard Consulting Associates, Inc.; or by, or in consequence

of any neglect in safeguarding the work; or on account of any negligent act or omission, neglect or misconduct of Nelson\Nygaard Consulting Associates, Inc.; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, by-laws, ordinances, order of decree, except only such injury or damage as shall have been occasioned by the sole negligence of the City of Fayetteville. The first ten dollars (\$10.00) of compensation received by Nelson\Nygaard Consulting Associates, Inc. represents specific consideration for this indemnification obligation.

Furthermore, Nelson\Nygaard Consulting Associates, Inc., in performing its obligations under this contract, is acting independently and the City assumes no responsibility of liability for the Nelson\Nygaard Consulting Associates, Inc.' acts or omissions to third parties, and Nelson\Nygaard Consulting Associates, Inc. shall agree to indemnify and hold harmless, the City, its officers and employees against any and all claims, lawsuits, judgments, costs and expenses for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by Nelson\Nygaard Consulting Associates, Inc.' breach of the terms or provisions of contract, or by any negligent act or omission of Nelson\Nygaard Consulting Associates, Inc., its officers, agents, employees, or invitee, in the performance of this contract; except that the indemnity specified in this paragraph shall not apply to any liability resulting from the sole negligence of the City, its officers, or employees. In the event of joint and concurrent negligence of both Nelson\Nygaard Consulting Associates, Inc. and the City, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Arkansas, without, however, waiving any governmental immunity available to the City under Arkansas law and without waiving any defense of the parties under Arkansas law. This paragraph is solely for the benefit of Nelson\Nygaard Consulting Associates, Inc. and the City and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

13. **Governing Law & Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Washington County, Arkansas with Arkansas law applying to the case.

14. **Severability:** The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity of legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

15. **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 (if the total cost of the contract with such proposed changes, modifications or amendments does not exceed the approved City of Fayetteville, AR

Contract for Transportation Master Planning Services (RFQ 15-08)

contract price including any approved project contingency) or the City Council (if the total contract cost with such proposed changes, modifications or amendments exceeds the approved contract price including any approved project contingency) in advance of the change in scope, cost or fees.

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

17. **Documents Comprising Contract:** The contract shall include this Agreement for Transportation Master Planning services, as well as the following documents, which are attached:

- a. Exhibit "A" Scope of Services
- b. Exhibit "B" Fayetteville TMP Schedule

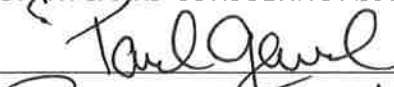
If there is a conflict between the terms of this Agreement and the above referenced documents, the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2016.

NELSON\NYGAARD CONSULTING ASSOCIATES, INC.

CITY OF FAYETTEVILLE, ARKANSAS

By:


Paul A. Jewel President
CEO

LIONELD JORDAN, Mayor

Printed Name & Title

ATTEST:


Name Chris Fletcher

ATTEST:

Sondra Smith, City Clerk

116 New Montgomery Street, Suite 500
Business Address

Date Signed: _____

San Francisco CA 94105
City, State & Zip Code

Date Signed: 26 Feb 2016

City of Fayetteville, AR

Transportation Master Plan Project

Exhibit A - SCOPE

TASK 1 PROJECT INITIATION

1.1 *Project Kick-Off Meeting*

The Consultant will meeting with City staff, any key stakeholders identified by the City, and potentially a Steering Committee to discuss the final scope of work and project schedule, establish communication protocols, coordinate preparation activities, and collect studies, data, and other information that will be used throughout the project. During the kick-off, the Consultant will conduct a brainstorming session to clarify key roles, schedules, community event types / dates/ locations, and consistent graphics elements for outreach materials.

1.2 *Final Scope of Work and Project Schedule*

Based on the discussions at the project kick-off meeting and follow-up correspondence, the Consultant will work with the City to finalize the Scope of Work and Project Schedule, including the Community Outreach Schedule.

DELIVERABLES: Meeting Notes
Final Scope of Work and Project Schedule

TASK 2 VISION, GOALS, OBJECTIVES

Knowledge of the community's values is necessary to effectively produce network typologies, design standards, measurement tools, and an implementation plan. The Consultant will incorporate the goals of the City Plan 2030, Downtown Master Plan, and other guiding documents. The Consultant will also talk to citizens, stakeholders and elected officials about how the transportation plan can improve their lives through and inclusive public participation process that receives input from sometimes disengaged users and from all areas of the city, not just special interest groups and downtown areas (see Task 4 for details). With robust public input, designs for transportation solutions can be tailored entirely to the community context and preferences. Such a system is only effective, however, if the solutions are reflective of Fayetteville's values. A small (as small as possible), tailored set of community-based project goals will be developed during Task 4 before any network priorities are set. This process will necessarily involve and inform key stakeholders who may not fully appreciate the community's vision, such as AHTD, large institutions and employers, and members of the community itself.

The overall goals, when set, will lead to a set of measurable evaluation criteria in Task 7 designed to meet the objectives included in the Request for Qualifications. These measures will encompass choice modes of travel such as bus, bicycling, bikeshare, walking, carshare, taxi, scooter, etc. with careful attention paid to the need to balance automobile throughput against other community needs.

DELIVERABLES: Goals Statement Measurement, Prioritization Framework and Criteria

TASK 3 EXISTING CONDITIONS

The following subtasks are intended to be conducted in parallel with overlapping input and feedback informing each subtask's analysis and conclusions.

3.1 *Review of City Codes, Policies, Standards, and Design Guidelines*

The Consultant will conduct a review of all appropriate municipal codes and ordinances that support or should support plan development, as well as other broader goals identified early in Task 2. These go beyond standard elements such as vehicle lane dimensions, crosswalk standards, curb ramp designs, other traffic, street or sidewalk elements and extend further into elements such as parks and recreation, parking regulations, land use and growth policies, development regulations, , and citywide zoning. In addition, the Consultant will work with City staff to fully understand existing street design, evaluation, and implementation practices across applicable City divisions, as well as curb management practices.

3.2 *Review of How Streets Are Classified*

Traditional roadway functional classification is an ordering system that defines “the part that any particular road or street should play in serving the flow of trips through a network.” Functional classification, by most definitions, is mono-modal; it focuses on one type of traffic, in this case, motorized vehicles. Classification systems that are more relevant to settings like Fayetteville should include non-driving modes and non-travel uses of streets that allow for flexibility in street design.

The Consultant will conduct a review of Fayetteville’s existing circulation patterns, capacity (planning level), traffic volumes, and non-motorized usage to identify how these factors align with the classification of existing streets. This information will guide recommended street typologies developed in Task 6, considering community-based criteria on circulation, environmental protection, neighborhood livability, land use, and other factors to provide additional context sensitivity. Doing so will help ensure that Fayetteville’s streets are planned and designed to serve a variety of uses and not simply vehicular movement.

3.3 *Review of Street Cross-Sections*

Based on information provided by the City, a close review of the City’s Master Street Plan cross sections and field reconnaissance, the Consultant will develop a spatial map of the City’s street widths with overlays of existing traffic volumes, land use, and density. This effort will feed into Task 3.2 above and help to develop Complete Streets typologies and design guidance in Task 6, where the Consultant will highlight areas that show opportunities for repurposing of right-of-way and areas with constrained street width (areas, for instance, that can potentially be addressed by adding to the pedestrian realm through easements or during development projects).

An important part of this subtask will be evaluating curb management practices throughout the city and especially in downtown where the Master Plan calls for changes to parking management practices. On-street parking can greatly impact the environment for motorists, bus drivers, bicyclists, and pedestrians depending on where it is placed relative to street width, design speed, cross-streets, and adjacent land uses. The Consultant will identify where parking or its management conflicts with broader study goals and the implementation of complete streets.

3.4 *Transit System Evaluation*

The Consultant will draw upon its established understanding of local transit systems to develop a cost-effective evaluation of City opportunities based on current and likely bus transit operations in Fayetteville. The Consultant already has a firm understanding of ridership patterns and service productivity from its work at the University of Arkansas, including underlying system strengths and weaknesses and proposed routing changes. The Consultant will prepare evaluations of the context around transit stops and routes, including infrastructure assessments, amenities, walking environment, connectivity to land uses, etc. The analyses will use existing data as available, including service characteristics, ridership volumes and patterns, compatibility with other street functions, amenities, and other factors relevant to the creation of Complete Streets.

3.5 *Level of Service and Multimodal Analysis*

Traditionally, motor vehicle Level of Service (MVLOS) standards have been focused solely on vehicle delay and travel time, and they may therefore have a detrimental effect on non-motorized users and on the implementation of Complete Streets. Multimodal Level of Service (MMLOS) has been adopted by some communities as a new performance standard. However, the high data requirements of MMLOS may be limiting for some jurisdictions.

As part of this task, the Consultant will provide an evaluation of how MMLOS can be applied in Fayetteville. The Consultant will then present its full recommendations on Level of Service standards or alternative performance metrics that should be adopted by the City of Fayetteville.

To develop guidelines for street standards and typologies, the Consultant will then conduct the preferred analysis on as many streets in Fayetteville as the methodology allows within the approved budget. The methodology should be conducted by the City now and in the future as a way to prioritize future streets projects and project elements according to the final community-based criteria.

The Consultant team will analyze no less than six major corridors, and at least 24 intersections (specific corridors to be determined in Task 1.2).

3.6 *Geographic Information System Geodatabase*

Benefitting from existing in-house GIS data and skills, the Consultant will quickly develop a base geodatabase of the City's streets that will eventually contain recommended typologies and eventually be a City-maintained asset, incorporated into other planning initiatives in the future. The team will focus significant effort on compiling and reviewing multimodal transportation data. While all of the following elements may not be readily available for the expected budget, the Consultant will work with the City to incorporate as much static and field information as possible, including but not limited to:

- Sidewalk coverage: conditions
- ADA deficiencies
- Curb ramp locations: compliance status
- Signalized intersections; phasing & timing
- Turning movement counts
- AADT volumes
- Crash locations
- Transit stops, shelters, and routes
- Recent boarding counts

The Consultant will deliver this GIS database as early in the project as possible since it forms the basis for much analysis in later tasks, but the Consultant is expected to continue to add to it throughout, incorporating recommendations and results from performance measurement tools at later stages.

3.7 *Fayetteville Mobility Facts Book*

The Consultant will produce a highly-accessible report on all above existing conditions that can be loaded to a project website and distributed as a complete package. This format is an alternative to the unwieldy and overwhelming technical existing conditions reports that are of little use to anyone but well-informed staff.

The Fayetteville Mobility Facts Book would be a product of field study and review of existing conditions through data analysis, outreach, interviews and review of past planning efforts. The Facts Book will also provide a review of best practices from relevant peer communities. It will be designed with a graphic, internet-

ready focus, employing maps, illustrations, and photo imagery. The information it contains will serve as the content basis for much of the outreach program. It will be linked to existing data sources where possible.

DELIVERABLES: City Policies and Ordinances Memo
Street Classification Memo
Street Widths Memo
Level of Service and Multimodal Analysis Memo
Transit Evaluation Memo
GIS Geodatabase
Fayetteville Mobility Facts Book

TASK 4 ON-GOING PUBLIC PARTICIPATION

Prior to outreach, the Consultant will consult the City for initial stakeholder contacts, possible mobile workshop and community meeting locations, and consistent graphics elements for outreach materials. The process described below represents the initial proposal for outreach, based on successful public outreach on other projects. These details and the actual meeting schedule will be refined based on input from the City, Steering Committee, and other key stakeholders. At all times the intent of the outreach will be to receive input from sometimes disengaged users and from all areas of the city, not just special interest groups and downtown areas.

4.1 *Public Education Campaign and Outreach Materials*

The Consultant will develop a public education campaign and outreach materials to educate the community about planning for Complete Streets. Implementation of Complete Streets can be a significant paradigm shift for some residents, so educational materials will emphasize why it is important to balance all modes of transportation and how this balance is achieved. This task and the materials will be developed and refined in close collaboration with City staff.

4.2 *Mobile Workshops*

The core of the outreach strategy will utilize the “mobile workshop” concept, allowing integration with existing events, rather than creating a whole new outreach effort. The preferred format employs interactive maps, guides, and touchpad-based input tools stationed at a simple table with visible pop-up tent, all quickly packed into and out of a van. By being mobile, the team can ensure the outreach campaign receives input from sometimes disengaged users and from all areas of the city. The purpose of focusing on mobile workshops, rather than a static location, is to engage as diverse of a population as possible, including diverse geographies.

The first two substantial public engagement efforts will be mobile:

1. **Values Mobile Workshop** serves as a welcome and public kickoff for the project. It will include a project overview and be focused on participant input on the goals and objectives for the project. During the workshops, participants will have hands-on exercises to prioritize values and highlight areas of opportunity and concern.
2. **Concepts Mobile Workshop** will be the forum where the Consultant presents preliminary concepts and alternatives for street and network typologies, cross-sections, and evaluation criteria. This workshop should be scheduled midway through the project. The mobile format will include both educational materials as well as provide opportunity for participant input.

These mobile workshops assume 3-4 consultant staff with assistance from the City in up to 10 locations total.

The mobile workshop exercises will be replicated in online versions (Task 4.4) to maximize participation.

4.3 **Community Workshop**

A community workshop represents the major public involvement event necessary to review the draft Transportation Master Plan components and to share and solicit feedback from the public on draft plans. It could follow a charrette process, where the meetings for plan reviews, and much of the final production work, takes place in a compressed period – sometimes even a few days. It is recognized that Fayetteville citizens are familiar and comfortable with this format as evidenced by other recent planning initiatives.

This **Draft Plan Workshop** will present the Draft Transportation Master Plan. Citizen input at this meeting is anticipated to be primarily public comment and map markup to confirm that the input provided at earlier meetings is incorporated into the document.

4.4 **Community Survey**

Surveys reach community members who are unwilling or unable to attend workshops. The survey will include questions about vision and goals as well as specific items related to policy and street design. The survey is not intended to be a statistically significant and is instead fun, brief, and informative. It will be distributed in paper, by email, on social media, and via the City's website in a format to be finalized in coordination with the City.

4.5 **Project Website and Social Media**

An effective project website will help fill in the gaps for those who cannot or who choose not to attend meetings and provide up-to-date study information while soliciting feedback in-between meetings. The project website provides a fast and simple way to keep up to date with the project. The website provides a single location for study announcements, updates, contact information, meeting results, and work products. Social media will supplement this by providing frequent updates and link users to the project website.

DELIVERABLES: Workshop Notes
Survey and Results Memo
Project Website and Social Media
Education and Outreach Materials

TASK 5 IDENTIFYING NETWORK NEEDS

Building directly upon the existing conditions review of Task 3 and the public input developed during Task 4, the Consultant will work with City staff and potentially a Steering Committee to identify key areas of need in Fayetteville's streets (both topical and geographical). Key questions to be asked are:

- Where must we improve street user safety?
- Where should we work hardest to enhance the City's bicycle/pedestrian friendliness?
- Where do barriers to transit, bicycling, and walking need to be overcome?
- Where can we increase and incentivize multimodal opportunities?
- Where are additional street linkages, intersection improvements (both capacity and safety), and other capacity improvements needed?

As issues and likely opportunities are identified, the Consultant will also identify the tradeoffs they represent. For example, proposed improvements such as cycle tracks or rapid bus treatments would require that more roadway space be used for transit and bikes, with less for regular traffic. This road capacity trade-off may benefit congestion in general but directly affect a subset of drivers on targeted corridors. A major issue for this study will be how far the city is willing to accept these trade-offs to shift to alternative modes.

5.1 ***Street Opportunities***

Fayetteville's street system is its front door. Every building, plaza, and open space abuts a street, and most places are reliant on streets for direct access. The quality and condition of streets is, therefore, of paramount concern to most residents, whether they be a motorist, cyclist, walker, or transit rider.

The Consultant will focus on locations where a mix of modes is not seen because the street is too threatening for anything besides cars or through buses. The Consultant will also identify clear system gaps, conflicts, pinch points, and other barriers to seamless and safe movement by all modes and illustrate these as a "gap analysis."

Particular consideration will be given to policies that influence the demand for driving. Many communities have recognized that dramatic shifts to alternative modes of transportation are possible with the right set of public and private incentives, including:

- Parking pricing/cash-out
- Free rides home
- Web-enabled ridesharing
- Car-sharing
- Bike-sharing
- Flex-hours
- Secure bicycle parking

Vehicular congestion and safety analysis will be performed to identify needed improvements, through better signal timing, revised lane utilization, additional linkages, improvements to roadway geometry, construction of additional capacity, or other structural or non-structural improvements.

5.2 ***Transit Opportunities***

Transit improvements provide one of the best opportunities to shift very large number of travelers out of single-occupancy automobiles, allowing streets to transform. After the transit service evaluation, the Consultant will evaluate community-based options to address identified opportunities. These may include:

- Sources of Operational Delay
- Stop Consolidation to make transit service faster
- Bus Stop and Area Improvements
- Land Uses and Zoning

5.3 ***Bicycling Opportunities***

As it works with the City and Steering Committee to focus on preferred street typologies, the Consultant will work to identify biking improvements to resolve the gaps in the system identified by the Active Transportation Plan that can enhance bicycling. These may not only resolve facility gaps but intersection delays, needed lighting, conflicting vehicle movements, and information and wayfinding gaps. Some of the strategies that can further enhance Fayetteville's streets and intersections for bikers include:

- Bicycle boulevards
- Cycle tracks
- Median lanes
- Bike signals
- Bike jug-handles
- Bus-bike lanes

- Shared-use markings
- Contra-flow lanes
- Multi-use paths
- Bike stations

The Consultant will work with the City and committee to test these strategies and how they might fill gaps in Fayetteville by showing how best practice examples from around the country have been applied.

5.4 *Pedestrian Opportunities*

Several pedestrian design principles should be maintained in Fayetteville, as described below. These will be assessed citywide during this task.

- Connectivity
- Safety
- Accessibility
- Traffic Engineering Elements
- Landscaping and Aesthetics

While the Consultant brings national experts at evaluating walking systems, it will rely heavily on the input of the public for finding the best opportunities. The Consultant will be clear about its approach to pedestrian design as part of educating the public about the improvements that can happen in their neighborhoods.

5.5 *Land Use and Urban Design Opportunities*

The demand for any form of transportation rests solely with the land uses that generate residential, commute, shopping, and tourist trips. The Transportation Master Plan must emphasize the types of land uses that support alternative modes in order to inform the upcoming City Plan 2030 process. Typically, multimodalism increases when following these basic land use principles, which will be explored with the City, Steering Committee, and other stakeholders:

- Creating a matching live-work mix locally
- Providing a sufficient mix of affordable locally-serving retail
- Increasing residential density
- Promoting a horizontal and vertical mix of uses
- Concentrating density near transit nodes
- Limiting the geography for exclusive residential use
- Integrating a minimum but restricted amount of open space

5.6 Livability and Economics

The effect of the transportation costs is a principle factor in mode choice. For the average motorist, the perceived cost to drive is simply the cost of gasoline, and in most instances, this is less than the equivalent transit fare. However, this cost entirely ignores the tremendous amount of hidden subsidies for automobile travel such as insurance premiums, registration costs, taxes, and maintenance. More progressive cities have realized the true value of the land occupied by excess road and parking surface by reclaiming this space for infill development; thus reducing vehicle trips while offsetting growing budget deficits.

The Consultant will work with the City, the Steering Committee, and the public to reveal the real economics of parking and transportation as part of identifying possible regulatory opportunities that will promote vehicle trip reduction in Fayetteville. In the downtown especially, this will be closely tied to a parking management strategy that addresses merchant and business perceptions about the need to preserve parking supply.

5.7 Sustainability and Carbon Emissions

At the forefront of recent transportation debates has been the impact of greenhouse gas (GHG) emissions on global climate change. Recent debate has minimized public fears somewhat, even though the scientific community is nearly unanimous in its conclusions about the ill-effects of tailpipe emissions on the planet. Other local impacts of GHGs include increased asthma rates along high-volume roadways, incidence of cancer pockets near Interstates, local smog effects, and water pollution from particulate runoff.

Furthermore, the extra space needed to accommodate automobile travel and parking means greater building heating and cooling costs due to reduced density; increased remote pollution impacts from paving materials production; and greater fossil fuel consumption and utility distribution costs to serve auto-oriented land uses.

The Consultant will work with the City and the Steering Committee to identify clear policy and infrastructure gaps that are contributing to adverse climate change.

5.8 Downtown and Entertainment District Parking and Mobility Study

Focus area parking and mobility study scope and sub-tasks are included in detail at the end of Transportation Master Plan scope.

DELIVERABLES: Streets Needs Memo
Biking Needs Memo
Walking Needs Memo

Land Use and Urban Design Memo
Livability and Economic Memo
Sustainability and Carbon Emissions Memo

TASK 6 STREETS PLAN

6.1 *Development of a Street Typology/Prioritization*

The Consultant will work with City staff to identify “families” of streets based on accepted utilization, context, land use, and other measures. Building on the Master Street Plan Cross Sections, the Consultant will develop conceptual cross-sections for each family as well as conceptual plan views in areas where families intersect. Proposed solutions to better accommodate all users (pedestrians, bicyclists, transit, and motor vehicles) - as deemed appropriate based on the context of the street - will be shown for each family, including features such as curb-and-gutter, bulb-outs, medians, lane markings, parking space marks, crosswalks, driveways, sidewalks, bike lanes and other bike facilities, transit facilities, and streetscape features.

6.2 *Establishment of Design Standards and Green Streets Network*

The Consultant will use the Task 3 existing conditions analysis, street typology recommendations, and Task 5 needs analysis to develop a comprehensive design guideline manual that includes, but is not limited to, all improvements relating to pedestrian and bicycle facilities, street lighting, transit stops, on-street parking, utilities, landscaping and signage. This manual will recommend revisions to city codes, policies, standard drawings, design guidelines, and City signage, as reviewed in Task 3. The design guidelines are anticipated to include recommendations related to a range of factors such as lane widths for motor vehicles and bike lanes, pedestrian realm (sidewalks and furniture zones), street trees and other landscaping, lighting (pedestrian-scale and roadway), intersection design details (corner radii, curb extensions, signal displays and timing, etc.), transit-supportive streetscape design, medians, islands, and pedestrian refuges, parking lane treatments, parking management practices, traffic calming and roundabouts.

These design guidelines will include design modules and overlays for each of the street types that allow for the integration of design features associated with Low Impact Development in the “Green Streets Network,” the downtown zone, or other identified focus areas. For instance, the incorporation of green streets features into an urban main street environment will require a different design approach from that for a street lined by single-family residences.

6.3 *Transit Service Improvements*

The Consultant will complete a series of recommended improvement plans for Razorback Transit and Ozark Regional Transit that work to meet the goals outlined in Task 2, is reflective of the needs collected in Task 5, relates to existing and new transit-oriented development areas, and complements the streets typology and design standards. Service improvements will be summarized according to normal measures used by the local providers, such as total service hours. Capital improvements such as shelters, benches, and other passenger amenities are expected to be incorporated as part of the street design standards. Recommended improvements also will include coordinated policies as they relate to parking pricing, demand management, transit-oriented development opportunities, other forms of transit (including transportation network providers), and transit information. While it is expected that the majority of

recommendations will be for the existing fixed route bus system, the Consultant will also provide high-level recommendation for demand-responsive service and future fixed-guideway plans (bus rapid transit, light rail, streetcar, etc.)

6.3 *City Coordination Plan*

Implementing Complete Streets in Fayetteville will require notable changes to City policy, regulations, and governance. The Consultant will work closely with City staff to lay the groundwork for Departmental policy changes, re-evaluating roles, budgets and authority. The City Coordination Plan will be supported by performance criteria derived in Task 7. Change of this scale can be difficult and incremental, but the opportunity to rejuvenate City policies is tremendous given the potential and interest in pushing for growth and change in Fayetteville.

DELIVERABLES: Street Typology/Prioritization Networks
Green Streets Network
Transit Services Improvements
Streetscape Design Guidelines
City Coordination Plan

TASK 7 PERFORMANCE AND MEASUREMENT TOOLS

For this task, the Consultant will develop a set of performance and measurement tools that can be used to evaluate the quality of City streets and impacts of future projects. Based directly on the goals and criteria developed in Task 2 as prioritized during public outreach (Task 4), the measures will be multimodal in nature and reflect community-based considerations of land use, health impacts, safety based on public input. While the accepted measures will be used to finalize the Master Plan, the tools that utilize these measures are intended to live on with City staff for future planning efforts.

These tools may include:

- **Automobile Movement Compensator** – Candidate road projects could be tested. Measures should acknowledge that throughput is not the same as delay (i.e. a skinny street or intersection can handle as much throughput as a wide road that is poorly managed, but the skinny street has safer speeds that may mean greater – but acceptable – delay).
- **Bicycle & Pedestrian Evaluation Tools** – One of the most insightful and current evaluation criteria is from the League of American Bicyclists, which named Fayetteville as a bicycle friendly community in 2010. The League's evaluation is goal-focused and contains dozens of performance measures that could be considered as part of a City evaluation tool. A GIS-integrated method for prioritizing sidewalk improvements should also be developed.
- **Transit Evaluation Tool** – Leveraged by best practices across the country, this tool would evaluate system changes with simple quantitative criteria (peak passenger load, travel time factor, hours of service, etc.) and qualitative factors (comparison to other future transit service, land use plans, zoning, etc.).
- **Street Design Assessment** – This tool would include assessments of sidewalk characteristics, location and quality of crosswalks, signing and protective measures, compensated spatially based on proximity to key land uses, such as schools, transit stations/stops, and activity centers.

- **Health and Safety Evaluator** – This tool would assess linkages between physical infrastructure and health by considering factors such as emissions, VMT, crash rates, vehicle speeds, sound impacts, and other variables.
- **Economic Evaluator** – This tool would evaluate the potential economic benefits of a project and relate those to long-term municipal revenue growth, individual wealth creation, and more equitable allocation of costs and benefits.

Any of the above tools can be supplemented, modified, and tailored to Fayetteville's needs, based on the prioritized goals and needs that are identified. All are intended to be part of regular planning activities and to be easily maintained by City staff for years to come.

DELIVERABLES: Performance and Measurement Toolkit
Evaluation of Recommended Projects

TASK 8 FINAL PLAN

8.1 *Draft Transportation Master Plan*

The Consultant will work with City staff to develop an outline of the report based on the findings from Tasks 2 through 5 and the recommendations of Task 6. The Consultant will then assemble the Draft Transportation Master Plan and guide it through a review process involving City staff and the public. Based on the comments and feedback received, the Consultant will produce a final version and present it to City leadership.

Following the evaluation of streets and improvement projects versus the performance and measurement tools during Task 7, public feedback will help to confirm that the right projects and typologies are rising to the top. During these sessions the Consultant will also begin to discuss funding constraints and opportunities to gain a sense of whether there are enough highly desirable projects to expand the pool of funding.

Following the input received at the prioritization sessions, the Consultant will assemble the results into a final draft. The plan will include street standards, street typologies, possible capital projects, City policy recommendations, City policy positions regarding partner agency projects, and other elements described above. This includes recommendations on travel demand management, parking policy, traffic and bicycle system enforcement, community education, etc. The Consultant will recommend practical steps toward implementation, bringing experience from other communities that have had success with various programs and providing insight regarding the keys to their success.

9.2 *Draft Implementation Strategy*

Successful plan implementation is the greatest challenge for any planner. With so much at stake for Fayetteville, the Transportation Master Plan cannot run the risk of being an end point, regardless of how well-developed, documented, and implementable it might appear. While the Transportation Master Plan must have a forward-thinking vision that ensures it is only the beginning of a process, the Plan must be well-grounded in the realities that City staff, lawmakers, business-owners, and landowners must face every day. The Plan's **Capital Plan** will be accompanied by a real on-going Maintenance and Operations Cost Program that acknowledge the realities stakeholders will face once the Plan is complete. The implementation steps and timeline will be grounded in a sequence that is realistic, given time, budgets, and regulatory constraints.

Nonetheless, the Transportation Master Plan process should create the kind of motivation and support from all internal and external stakeholders necessary to keep implementation on track.

The Implementation Strategy will include three components for each recommended initiative: a Capital Plan, a Maintenance and Operations Cost Program, and a Financial Plan. The Strategy also will identify the parties that will be responsible for implementation and funding. The Financial Plan will outline the costs associated with each individual project, as well as potential costs and strategies for long-term Citywide projects. For example, the Consultant will likely quantify the costs for the development of a completed citywide bicycle network, but that network would be implemented over a period of years. In this case, the Consultant would also propose annual funding levels that would allow the system to be developed over a set number of years.

For each of these measures, the Consultant will also propose potential funding sources. This may mean becoming involved in community discussions on topics about revenue capture, such as tax increment financing, that relate to local funds. It will mean helping Fayetteville understand the latest Federal funding programs as well as State of Arkansas priorities.

Once recommendations are prioritized, the Consultant will develop the Implementation Strategy that incorporates a Capital Plan, Maintenance and Operations Cost Program, and Financial Plan, and includes details such as the following elements:

- Specific implementation steps for each recommendation
- Thresholds or triggers to undertake actions - for example, public streetscape projects that will couple with privately constructed new network
- Responsibilities for each action
- The level of effort that will be required
- Interrelationships between activities and agencies
- Recommended travel demand management policies (both public and private) along with the potential for Transportation Management Association (TMA) structures.

A Draft Implementation Strategy will be circulated to City staff and key stakeholders as established by the City. Comments will be solicited, and comments received will be reviewed with the City. Appropriate modifications will be made to the Draft Report.

9.3 *Final Plan*

The Final Master Plan will convey the recommended mobility policy, related strategies, and priority projects for the City of Fayetteville. The report will be detailed to include a work program broken down by year along with costs and schedules, as well as broad, including recommendations of policy and overall direction of multimodal mobility for the City. Detailed implementation and financial considerations may be in a separate document for City consumption.

DELIVERABLES: Draft Plan
Implementation & Financial Strategy
Final Plan

5.8 Downtown and Entertainment District Parking and Mobility Study Scope of Work

TASK 5.8.1 EXISTING PARKING FACILITIES SUPPLY AND DEMAND

A. *Kick-off and Background*

Project Initiation

Nelson\Nygaard can use the citywide Transportation Master Plan effort kick off meeting to begin the parking study effort. At the kick-off meeting, the Consultant will work to identify exact study area boundaries.

Plan Review

Nelson\Nygaard will work with City staff to identify and collect all relevant and available data, reports, and studies related to parking in Fayetteville, including but not limited to:

- **City studies and reports:** downtown parking studies, economic development plans, Entertainment District studies, etc.
- **Parking data:** digital files of parking inventory and regulations data by block and by lot, as available
- **Parking management practices:** enforcement practices, revenues and expenses, parking technology information, permit information, specialized parking arrangements (i.e. event, employee, resident permit parking, etc.), parking signage location inventory and locations
- **Land use information:** existing, proposed, and expected future land use information, including type and gross square footage for all buildings in the study areas
- **Regulations:** zoning code, related City ordinances
- **Geographic Information Systems (GIS) files:** a specific list of GIS shapefiles will be requested

B. *Parking Inventory and Utilization*

Parking Inventory

Utilizing in-house Geographic Information Systems (GIS) skills and experience, the Consultant will build on existing parking inventory information provided by the City. The Consultant will work with the City to conduct a full field inventory to verify existing public on- and off-street data. The Consultant and the City will add to the public parking facility inventory by adding all privately owned parking facilities, excluding private driveways and lots fewer than five spaces.

The Consultant will build a GIS shapefile and develop parking inventory maps that include the private and public on- and off-street facilities, including elements such as regulations, permits, enforcement period, special use restrictions, compliance with parking ordinances, and price (when applicable). All data will be collected by block face for on-street and by individual for off-street lots. All information will be geocoded and submitted to the City.

Parking Utilization

Nelson\Nygaard is well practiced at leading, conducting, and analyzing parking utilization data. More importantly, Nelson\Nygaard presents this data in a way that is easy for stakeholders and the public to understand how the parking system is being utilized, where the hotspots are, and places that are underused. This data is critical to reflecting back to Fayetteville stakeholders how parking actually functions.

The Consultant will train City staff to conduct field surveys of parking accumulation and utilization for all identified publicly and privately owned parking lots and all on-street parking within the study area to identify the vacancy rates throughout typical days, including loading zones, bus stops, and other "live" areas. These surveys will establish the peak daily parking accumulation and daily utilization for the study area's parking.

The Consultant agrees that adequate parking utilization data is a necessary component to building sound analysis and recommendations. It recommends focusing data collection efforts when public school and the University of Arkansas are in session, on non-holiday days. At minimum, the City (working with the Consultant) will conduct:

- One (1) full weekday utilization counts, from 7am - 9pm (unless otherwise discussed), likely a Wednesday and/or Thursday
- One (1) full weekend utilization counts, from 9am - 11pm (unless otherwise discussed), on a Saturday

If the City would like more sample utilization counts, the Consultant can conduct them on a time and materials basis (through an add-on task), or the Consultant will provide materials and train City interns or staff to conduct the counts. The Consultant will provide all data collection materials and training to City staff; the Consultant will be available in person if needed for the primary utilization count day.

The Consultant will develop detailed maps of parking supply versus utilization for Fayetteville to identify patterns of use over time and space.

C. Existing and Future Parking Demand Analysis

Evaluation of the Existing Conditions

Today's parking utilization rates and patterns will be analyzed to assess whether the existing supply meets current demand. The analysis will evaluate system-wide demand, as well as subgroups such as public parking lots, employee spaces, private lots, and on-street spaces. Data by user groups (visitors, employees, residents, commuters) will be tabulated to understand behaviors and trends among particular population subsets. Charts will be created to represent the dynamics of the supply and demand relationship across the day and throughout the study area, the different facility types, locations, including five minute walk radii, and user groups.

Evaluation of Parking Expansion Needs

A summary parking Excel model starts with data from the Parking GIS database, developed in Task 1.B Parking Inventory and Utilization, in order to analyze the relationship between supply and demand in the entire study area, plus sub-areas as identified in coordination with the City.

The Consultant will account for potential parking demand in the next three-, five-, and ten-year horizons as determined from:

- Existing and on-going development projects
- Planned and anticipated projects
- Residential and commercial population shifts
- Residential and commercial demand
- Vehicle and foot traffic patterns
- Available parking distance from major destinations/trip attractors and venue locations
- Transit service improvements, dedicated bicycle facility additions, and transportation demand management (TDM) programs

This work stems from data collection efforts in Task 1.B but takes the data one step further by relating it to surrounding land uses and adjusting national standards in order to determine if parking supply is sufficient. This analysis will lead the Consultant to incorporate projections on future parking supply and demand based on changes in land use (i.e. potential development, build out of underutilized sites) in the study area. More specifically, this task will analyze:

- Existing land use in downtown Fayetteville
- Future land use in downtown Fayetteville
- Expected parking demand based on downtown land use relative to the Institute of Transportation Engineers and a Fayetteville parking generation rate
- Observed parking demand relative to the Institute of Transportation Engineers and a Fayetteville parking generation rate
- Shared use analysis (peaking by time of day)
- Ratio between parking spaces and built square footage, existing and future
- Scenario adjustments based on mode split and future planned uses

Nelson\Nygaard has experience all over the country in developing Excel spreadsheet tools that can be easily adjusted based on new land uses, parking supply, and mode split. In similar studies, the Consultant has found that traditional parking projections overstate demand. Downtowns offer the opportunity to share parking spaces between various uses throughout times of the day and week, thereby reducing the total number of spaces required compared to the same uses in stand-alone developments. This is a primary benefit in mixed-use contexts.

The Consultant will develop detailed projection scenarios of potential future demand, drawing upon parking demand in Task 1.B, Urban Land Institute (ULI) methodologies, and the Fayetteville context. Existing land use and projections will be based on information provided from the City and other stakeholders in the study, plus potential development scenarios based on vacant sites, sites identified for redevelopment, and development permitted through existing zoning.

D. Stakeholder and Public Participation

Nelson\Nygaard understands that parking utilization data alone does not tell the whole story of the parking situation in town. Hearing from residents, employees, customers, visitors, commuters, and others on the day-to-day and seasonal parking issues helps to paint a more complete picture. As well as hearing first-hand why parking works in some parts of downtown and not work in others, what signage is confusing, or whether or not time limits impact behavior; substantially aids in determining how the downtown's parking functions for different users of the system. The Consultant will engage the users of Fayetteville's parking system via three primary

methods: stakeholder interviews, public workshop (followed by a public meeting in Task 3), and an online survey.

Stakeholder Interviews

To help inform the project, the Consultant will coordinate and conduct up to six (6) interviews and meetings with identified stakeholders. Stakeholders may include City of Fayetteville staff, downtown and Entertainment District merchants, small business owners, Chamber of Commerce, key property owners, employers, developers, neighborhood groups, and others. The City may decide to include individual interviews with specific interviewees or “key stakeholders” with input from the project Consultant.

Public Workshops

The Consultant will integrate parking study elements into the proposed Transportation Master Plan public outreach efforts.

Online User Survey

To gain a better understanding of the way parking is used in Fayetteville, the Consultant can create an online user survey accessible from the City’s website, local newspapers, city email lists, and other sources, as identified by City staff. Information collected from surveys will be used to identify use patterns, perceptions of the parking system, and the potential willingness to accept changes. The goal is to get as many completed surveys as possible from a diverse set of users.

These surveys will specifically address the following end-user issues for groups such as shoppers, diners, employees, commuters, residents, and tourists through questions including:

- Demographic information
- Parking location
- Parking location preference
- Parking turnover/length of stay
- Reasons influencing location selection
- Final destination
- Purpose of visit
- Perception of parking availability
- Perception of parking costs & price sensitivity
- Awareness of alternate parking locations
- Use of alternate parking locations
- Conditions for use of alternate parking locations
- Awareness of alternate mode options

Deliverables Technical Memorandum #1: Parking Supply and Demand

TASK 5.8.2 REVIEW CURRENT MANAGEMENT STRUCTURE

A. *Document Current Management Practices*

Parking Management

Nelson\Nygaard will work with City staff to identify and collect all relevant and available data, reports, and studies related to parking and relevant transportation programs in Fayetteville.

The Consultant will work closely with City staff to identify and document:

- Parking permit sales and pricing structure (historical and current)
- Specialized parking arrangements (i.e., event, valet, resident permit parking, etc.)
- ADA access
- Equipment and technology
- Enforcement and revenue collection, including staffing, responsibilities, routes and protocols, and schedules
- Existing Transportation Demand Management (TDM) programs
- Planned transit service improvements
- Planned pedestrian safety improvements
- Expected new bicycle facilities, including dedicated lanes and parking
- Planned vehicular traffic circulation improvements, including evaluation of one-way to two-way conversions
- Parking violation fees and fines, including associated revenues and expenses by category
- Parking-related zoning ordinance

B. *Document Supportive Elements that Impact Parking Management*

Many blocks in Fayetteville are wonderful places to walk, with many downtown destinations under a five-minute walk from each other. The City's recent development projects are expected to add to the sidewalk-level activity. However, challenges such as topography and proximity of major destinations can be a barrier to a “park once” effort.

Every motorist becomes a pedestrian upon exiting the car. Thus, the Consultant will evaluate how a “parker” would access destinations from parking locations throughout the study areas on foot, based on both on-the-ground observation and national statistics. This will include the identification of specific barriers to walking such as distance, topography, incomplete or inadequate sidewalk networks, lengthy or dangerous intersection crossings, vehicular circulation barriers, land use mix, and more.

Deliverables Technical Memorandum #2: Current Management Structure

TASK 5.8.3 RECOMMENDED PARKING MANAGEMENT STRATEGIES AND SYSTEM DESIGN

A. *Initial Parking Management Strategies*

Based on Task 1 and Task 2 findings, Nelson\Nygaard will develop a suite of parking management alternatives that will be evaluated and vetted with the City. Parking management strategies

include supply-side options (additional off-street parking, shared parking, striping efficiencies, etc.), demand-side options (pricing adjustments, wayfinding/signage, real-time parking information, time limit adjustments, transportation demand management strategies, etc.), and administration & customer service (permit programs, policy strategies, management structure, etc.).

The Downtown and Entertainment District will be evaluated as separate districts, but the strategies developed will either apply to both or be modified appropriately for each context. The plan could consider strategies including:

- **Pricing strategies:** appropriate on-street and off-street pricing, event or evening pricing, leasing of private spaces (shared parking), graduated parking rates, etc.
- **Parking regulatory strategies:** appropriate parking time limits, shared parking, parking benefit districts, etc.
- **Parking technologies:** use of smart parking meters, kiosks, pay by cell technology, electronic permits, etc.
- **Parking permit programs:** employee permits and residential parking stickers/permits
- **Supportive parking strategies:** regulatory or information signage, information distribution, bike and pedestrian access, transit improvements, transportation demand management (TDM), enforcement practices, curb management, etc.
- **Parking information program:** wayfinding signage, directional signage, regulatory signage, permit information, online visitor information, major destination/special event parking practices, etc.
- **Optimization of existing supply and additional supply:** structured parking, shared parking of private lots, reconfiguration of public lots, etc.

B. Public Input to Refine Initial Parking Management Strategies

The Consultant will use the Transportation Master Plan's outreach process to vet initial recommendations. This process is critical to refine ideas and strategies with everyday system users. The recommendations will be presented as a draft set of ideas, open to public input. The input will be incorporated as appropriate, and used to create a preferred parking management plan.

The Consultant will first present draft options to the City for review and will incorporate comments/input into the strategy options. The revised set of strategies will then be presented to key stakeholders, such as the merchant/downtown business community, likely in a morning meeting, and then to the general public as part of the Transportation Master Plan.

C. Draft and Final Parking Management Strategies and System Design

Draft Parking Plan

Based on a single set of consolidated non-conflicting comments, the Consultant will refine the draft strategies into a draft Parking Management Plan that includes summaries of all work from Tasks 1, 2, and 3. The plan will include:

- Study process
- Key findings

- Appropriate maps, charts, and diagrams
- Case studies from comparable communities and national best practices
- Strategies/recommendations that are focused on sound parking management principles to support downtown vitality
- Timeframe for immediate, short- and long-term actions
- Planning-level capital cost estimates, where applicable
- A planning-level pro forma with expected revenue and expenses, based on recommendations

The budget assumes a draft will be submitted for one (1) round of revisions before moving on to creating a final document.

Final Parking Plan

The final report, along with all maps, graphics, presentation materials, and other materials will be submitted to the City as raw electronic files and PDF formats.

In addition to a series of technical memorandums, presentations, and an electronic final report, the deliverables will also include all parking data collected in ArcGIS format, HTML text, graphics for the City's website, and electronic copies of presentation and meeting materials.

Final Presentations

The Consultant will present the final plan to the core City team and the City government (Mayor and City Councilors) as part of the Transportation Master Plan.

Deliverables Draft and Final Reports

Fayetteville TMP Schedule

[illegible][illegible]

FEE SUMMARY

TASK	LABOR	DIRECT	TOTAL
PM/QA/QC	\$9,720		\$9,720
Project Initiation	\$11,080	\$3,375	\$14,455
Vision, Goals and Objectives	\$5,890	\$0	\$5,890
Existing Conditions	\$78,282	\$0	\$78,282
Ongoing Public Participation	\$53,932	\$21,700	\$75,632
Identifying Network Needs	\$84,942	\$0	\$84,942
Streets Plan	\$95,412	\$0	\$95,412
Performance Measurement Tools	\$49,818	\$0	\$49,818
Final Plan	\$74,052	\$1,775	\$75,827
Parking and Mobility	\$93,770	\$1,230	\$95,000
TOTAL	\$556,898	\$28,080	\$584,978

Transportation Master Plan

City of Fayetteville, AR

FEE DETAIL

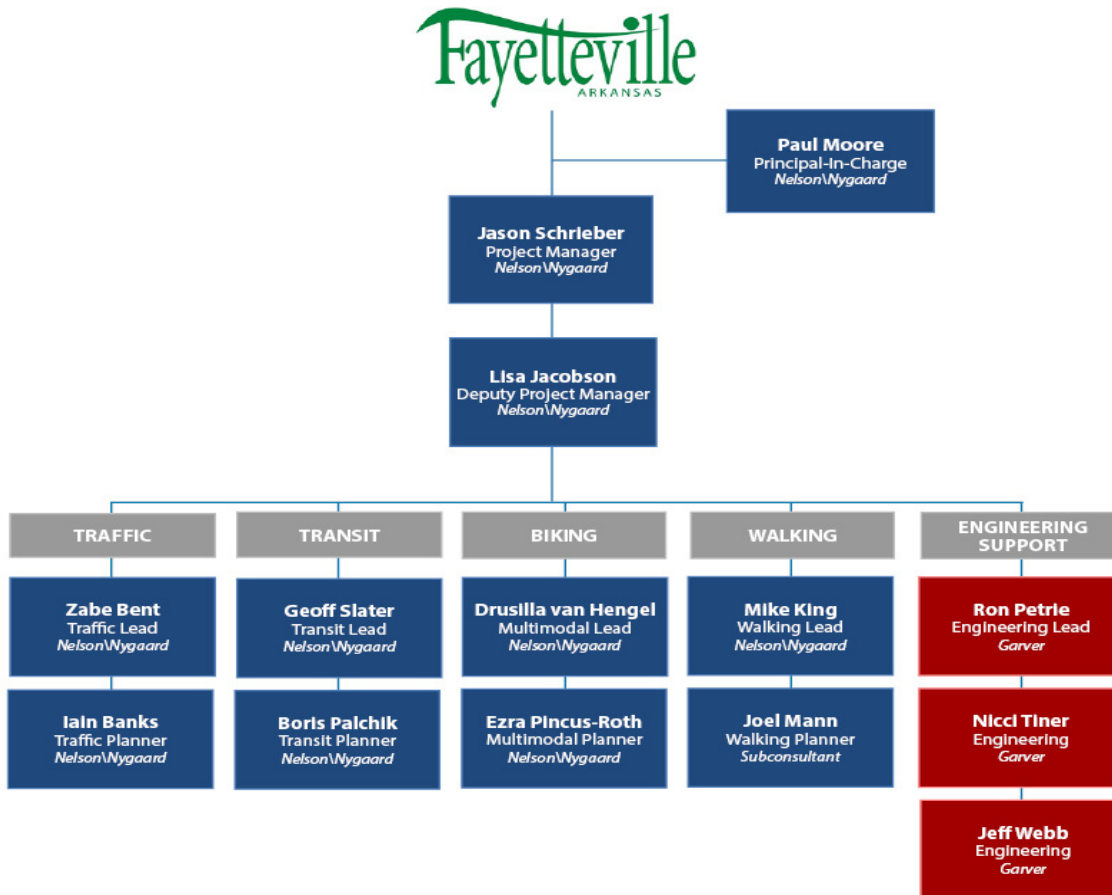
[illegible]

City of Fayetteville - Purchase Order Request (PO) (Not a Purchase Order) All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov. Purchase shall not be made until an actual PO has been issued.							Requisition No.: P.O Number:		Date: 2/26/2016 Tentative Agency Date: March 8, 2016 Page 268 of 342	
Vendor #:			Vendor Name: Nelson\Nygaard Consulting Associates, Inc.				Mail ☒ YES ☐ NO		Legistar#: 2016-0104 Expected Delivery Date:	
Address: 116 New Montgomery St., Suite 500					FOB Point:		Taxable ☐ YES ☒ NO			
City: San Francisco			State: CA		Zip Code: 94105		Ship to code:		Quotes Attached ☐ YES ☐ NO	
Requester: Chris Brown					Requester's Employee #: 2695		Extension: 8207			
Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #	
1	Professional Services	1		489,978.00	\$489,978.00	4470.9470.5314.00	14021.1			
2	Contract Services	1		95,000.00	\$95,000.00	1010.6600.5315.00	14021.1			
3					\$0.00					
4					\$0.00					
5					\$0.00					
6					\$0.00					
7					\$0.00					
8					\$0.00					
9					\$0.00					
10					\$0.00					
*	Shipping/Handling		Lot		\$0.00					
Special Instructions:							Subtotal: <u>\$584,978.00</u>			
							Tax: <u>\$0.00</u>			
							Total: <u>\$584,978.00</u>			
Approvals:										
Mayor: _____			Department Director: _____			Purchasing Manager: _____				
Chief Financial Officer: _____			Budget Director: _____			IT Director: _____				
Dispatch Manager: _____			Utilities Manager: _____			Other: _____				

PROJECT TEAM ORGANIZATION

ORGANIZATION CHART

The proposed staffing for this project is described in the organization chart below. Core team member's cameos are included right after. Detailed resumes for each member of the team are provided in Appendix A.



KEY PERSONNEL

Paul Moore, Principal, Nelson\Nygaard | Role: Principal-In-Charge



Paul Moore oversees and manages major urban design, land use and transportation planning, and engineering projects. He has over 25 years of experience in developing major transportation and transit planning projects, small area planning and redevelopment studies, traffic engineering and design manuals and studies, and livable transportation solutions. He has national experience with clients including Pittsburgh, Atlanta, Los Angeles, Miami, Memphis, Albuquerque, and Omaha, NE, among many others.

Paul specializes in working with communities who want to use transportation spending as a tool to make broad community improvements. Paul has spoken at and led workshops with communities focused on transportation and its broad impacts for the ULI Rose Fellowship (Oakland, CA), Quebec Ministry of Health, University of Southern California, Georgia Tech Healthy Places Research Group, Texas Christian University, Toronto Strategy Institute, and the Meeting of the Minds conference (Portland).

Jason Schrieber, Principal, Nelson\Nygaard | Role: Project Manager



Jason leads Nelson\Nygaard's Boston multimodal practice and represents an ideal mix of progressive transportation planning knowledge, design development, and installation oversight that he has been able to channel into wide-ranging design processes for public and private clients. With almost 20 years of private and public sector experience, Jason provides multimodal planning and design skills with a unique understanding of municipal needs, private development priorities, and community concerns. Before joining Nelson\Nygaard, Jason managed transportation planning at the City of Cambridge's traffic department, permitting more than 12 million square feet of new development, including: the five million square foot North Point TOD; the three million square foot Cambridge Research Park; and the two million square foot Discovery Park. Importantly, Jason's broad transportation planning background has made him an expert at seeking a balance between all modes and developing the supportive arguments for reducing automobile dependence. He employs this knowledge both as an expert facilitator as well as an analyst and writer.

Lisa Jacobson, Sr. Associate, Nelson\Nygaard | Role: Deputy Project Manager



Lisa brings transportation planning experience in the public, private, and non-profit sectors. She focuses frequently on multimodal transportation studies, which encompass best practices for integrating flows among pedestrians, bicyclists, drivers, and transit. She has strong spatial, analytical, and quantitative skills that will contribute to the success of this project. Lisa has recently been leading university campus transportation plans where she has excelled at managing complex on-campus and town-gown outreach processes by incorporating innovative yet simple and efficient outreach methods that have become examples for many of Nelson\Nygaard's projects elsewhere. Before joining Nelson\Nygaard, Lisa was a fellow with the National Complete Streets Coalition, where she worked on federal, state, and local policies.

Zabe Bent, Principal, Nelson\Nygaard | Role: Traffic Lead



Zabe has over 12 years of experience in transportation planning and urban development, with a focus on transit service planning, complete streets and urban design, and policy design and development. During her recent tenure in the public sector, she shepherded a range of complex feasibility studies, from congestion pricing in San Francisco to BRT on high-volume, multimodal, constrained corridors. These include feasibility study and environmental clearance efforts for BRT on Geary Blvd, as well as conceptual design for Geneva BRT, which traverses three cities and two counties. She also led San Francisco's update to the long-range transportation plan and various neighborhood plans geared at near-term improvements to transit, bicycle, and pedestrian access. Zabe finds innovative ways to devise and communicate the features of projects and initiatives, critical project tradeoffs, and ultimately the solutions necessary to advance the effort to the next stage of implementation. Her portfolio includes strong coordination with local stakeholders and agency partners, local and regional transit agencies and MPOs, and federal agencies such as Federal Transit Administration (FTA) and Federal Highway Administration (FHWA), as well as public outreach to diverse, often multilingual communities.

Iain Banks, PTP, Sr. Associate, Nelson\Nygaard | Role: Traffic Planner



Iain Banks, who will lead the transportation and mobility study, is a personal transportation and parking specialist with 14 years of experience, in both the private and public sector. His projects have included city-wide bicycle master plans, parking management programs, transit development plans, capital improvement programs, community planning and transit operations. Most recently in the City of Annapolis, Maryland, Iain was the lead in the City's Mobility program focusing on the interrelationships between transit operations, off-street and on-street parking resources and non-automobile facilities. This program successfully implemented a circulator bus service connecting the downtown parking garages, increasing transit ridership and garage occupancy while decreasing on-street parking demand in the local residential communities. Iain is also an expert in transit oriented development and transportation demand management plans, having completed numerous projects for the Maryland State Highway Administration, the District of Columbia, and Prince George's County, MD.

Geoff Slater, Principal, Nelson\Nygaard | Role: Transit Lead



Geoff is a co-lead of Nelson\Nygaard's transit practice and one of Nelson\Nygaard's most experienced and successful project managers and transit practitioners, playing a lead or leading role in many of the firm's most transformative and successful transit service design projects. Geoff brings more than 30 years of experience in the transit industry to Nelson\Nygaard. He has held senior management positions for government agencies and is well-versed in the day-to-day as well as long-range expectations for transit operators and regional planning agencies. Among his prominent recent projects are the restructuring of Port Authority transit service and Pittsburgh and a restructuring of

KCATA service in Kansas City. The Port Authority project entailed one of the most comprehensive transit restructuring projects ever in the United States, while the Kansas City project, while less extensive, produced meaningful improvements throughout the system to make service better for existing riders and attract new riders at lower cost. Geoff also developed one of the country's first BRT lines (Boston's Silver Line) and brings international experience from redesigning commuter rail service throughout post-apartheid South Africa. Prior to his work in the private sector, Geoff served as Director of Planning for the MBTA, the fifth largest transit agency in the United States. In that role, he was responsible for all MBTA planning activities, including strategic planning, service planning, operations planning, and scheduling.

Boris Palchik, Sr. Associate, Nelson\Nygaard | Role: Transit Planner



Boris is an experienced transit planner with more than 15 years in the public transportation industry. He has developed service plans for large and small transit systems, both as a consultant and as a staff planner for several transit agencies. Boris has worked extensively in communities that host major institutions, such as universities and military installations, and has designed transit services that improve ridership and system productivity while addressing the sometimes competing needs of various stakeholder and rider groups. At Nelson\Nygaard, Boris has led several comprehensive service analysis and service design projects including serving as Project Manager for recent transit

studies in Rock Hill, SC; Hartford, CT; Wichita, KS; Bloomington-Normal, IL, and Pensacola, FL. He also has experience in scheduling, run-cutting, and Google Transit implementation projects. Prior to joining Nelson\Nygaard, Boris held senior planning positions at Denton County (TX) Transportation Authority (DCTA) and Dallas Area Rapid Transit (DART).

Drusilla van Hengel, PhD, Principal, Nelson\Nygaard | Role: Biking Lead



Drusilla will serve as principal-in-charge for this effort. Dru has over 20 years of transportation planning and operations experience, including 10 years of research. She focuses on bicycle and pedestrian master planning and project development, project evaluation, healthy communities, and safe routes to schools and parks. Her academic background and public sector work in land development, traffic operations, and community planning provide a unique perspective and rich depth of experience that has benefitted clients from Chicago to rural eastern Washington. While working for the City of Santa Barbara, Dru's efforts doubled the number of bike lanes, initiated the Safe Routes to

School Program, and earned the City both Walk Friendly and Bicycle Friendly Community Status.

Ezra Pincus-Roth, Associate, Nelson\Nygaard | Role: Biking Planner



Ezra has more than seven years experience working in municipal policy and urban planning. His expertise is rooted in interpreting government accessibility standards and transit-oriented planning practices. His experience in transportation planning, including the assessment of bus stop compliance with ADA guidelines for the Massachusetts Bay Transportation Authority, a comprehensive review of Bay Area station area plans and EIRs, and mobility management studies for state and county governments. While a management and budget analyst with the City of New York's Parks Department, Ezra monitored agency compliance with ADA standards and City ordinances across all public facilities and parklands.

Michael King, RA, Principal, Nelson\Nygaard | Role: Walking Lead



Michael has more than 20 years of experience helping transportation agencies prioritize investments to meet long-term community goals for livability, mobility, access, safety, and economic development. He served as project manager for the Lake Tahoe Basin's Regional Transportation Plan, which programmed transportation investments over a 20-year timeframe. His previous work for the City of San Francisco's Municipal Transportation Agency, Vancouver TransLink, and Bay Area Rapid Transit (BART) included developing performance measures and assessing return on investment from alternative scenarios. He is currently managing a study for BART that will account for the need for major investments in state of good repair and new capacity, model the consequences of failing to make these investments, and lay out the District's case to regional stakeholders for a new revenue measure. He is also contributing to a regional transit fare equity study now underway for the San Francisco Bay Area's Metropolitan Transportation Commission.

Joel Mann, AICP, Sr. Associate, Nelson\Nygaard | Role: Walking Planner



Joel is a planner with 10 years of experience in transportation planning and transportation-focused contributions to development codes, comprehensive plans, and community master plans. Joel's career pursuits have grown from an intersection of personal passions and commitments, including bicycle and pedestrian mobility, streets as vital urban public spaces, and use of public resources to provide the best possible returns for citizens and their quality of life. He has had extensive experience in plans that feature changes to streets as cornerstone elements of placemaking and quality of life, such as road diets, one-way to two-way conversions, and strategic improvements to key intersections along corridors. He understands the dynamics of traffic and street design within the context of community needs and is skilled at explaining the technical elements of transportation decision-making in accessible language that increases community awareness and builds trust in project recommendations.

Ron Petrie, PE, Project Manager, Garver | Role: Engineering Lead



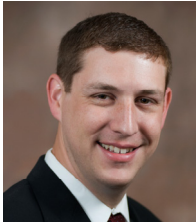
Ron is a senior project manager with 24 years of engineering experience. His responsibilities include managing the local government transportation team, which involves team member management, project quality control, and client representation at public meetings. His previous experience includes serving as the City of Fayetteville's City Engineer, managing a staff of 22 employees with an operating budget of \$1.2 million and an average yearly capital improvement budget of \$10.2 million for transportation, drainage, and water and sewer infrastructure improvements. His responsibilities included representing engineering issues at the council, street committee, and water and sewer committee meetings as well as to the public and local media.

Nicci Tiner, PE, PTOE, Senior Project Manager, Garver | Role: Engineering



Nicci is a senior project manager who is responsible for managing Garver's Traffic Team. She has 26 years of engineering experience. Her project experience includes traffic signal design; planning studies to determine existing and future needs for cities and to prioritize improvement projects for short-, mid-, and long-term; traffic studies that include intersection analysis, weave capacity, trip generation, interchange justification analysis, and signal warrant analysis; and maintenance of traffic plans for bridge, interstate, highway, and urban street construction.

Jeff Webb, PE, Transportation Engineer, Garver | Role: Engineering



Jeff Webb is a transportation engineer with 15 years of engineering experience. Jeff's responsibilities include project design, coordination, review, cost estimation, and oversight. His project experience includes new and reconstructed roadway, drainage, site, airport, water, and wastewater design.

Jeff has served as interim city engineer and staff engineer for cities in Arkansas and Texas and has worked on major projects involving numerous city street and drainage improvements. Jeff also leads a team that manages Garver's CAD standards, including development and implementation of best practices and new procedures to automate or improve work flows. Jeff is also responsible company-wide maintenance and implementation of Newforma, a software-based project management tool.

SPECIALIZED AND PAST EXPERIENCE

NELSON\NYGAARD

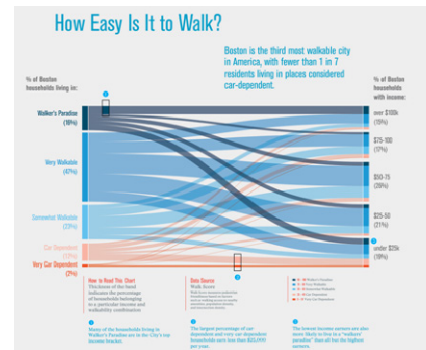
GoBOSTON 2030

2014-ONGOING

Client: Boston Transportation Department – Boston, MA
Contact: Vineet Gupta, Director of Policy and Planning, 617-635-2756, vineet.gupta@cityofboston.gov

Boston is a world class city, an old city, and in many ways, an adolescent city. The Boston region is home to some of the most innovative brains in technology that have ever lived; Facebook, Bridj, and Zipcar were all born here. And yet the city struggles to manage the narrow, winding streets of its medieval stronghold.

The city faces a number of challenges: How can it marry new technologies with old infrastructure to maintain the mobility demanded by all? How can the city build a bold future, when climate change may knock it all down? How can a city known for working class neighborhoods and Ivy League alumni continue to provide a place, and opportunities for all? What role can transportation play in the future?



These are among the many questions at the heart of the GoBoston 2030 initiative. A planning process like none other in the history of Boston, GoBoston is a grassroots up, sky-high down planning initiative. The plan builds from ideas generated in Boston's most innovative and inclusive public engagement strategy – the “question campaign,” which created direct input from over 5,000 unique members of the Boston region who broadened planners' perspectives, established new City goals, and challenged political leadership in new ways. By focusing on the values of the traveling public rather than the capacity of known infrastructure, Go Boston 2030 is charting a new course for engaging the mobility revolution. Supported by an unrivaled database of trips across all modes, including shared cars and shared bikes, cross-tabulated with detailed demographic sets from the Dukakis Institute, Nelson\Nygaard is not only documenting Boston's mobility in cutting-edge ways, we are inserting community-based values directly into the mobility networks of the future. In this manner, Nelson\Nygaard can model how the technological “disruptors” that will change how transportation is planned, accessed and delivered will affect the region in the near term (five years) and in the next generation (15 years).

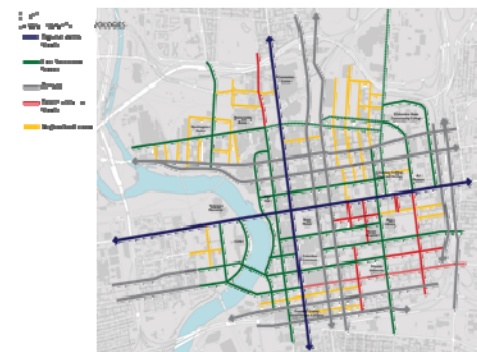
Nelson\Nygaard is serving as the lead planners for Go Boston 2030, working through close collaboration with concurrent processes that crafted public engagement and digested amazing quantities of “big data” to inform both current patterns and future conditions. GoBoston is, at present, a work in progress. It is, however, one of the visionary planning efforts that ask the right questions to ensure that we are investing in ways that solve the problems of tomorrow rather than outmoded approaches to address the issues of today.

CONNECT COLUMBUS

2014-ONGOING

Client: City of Columbus – Columbus, OH
Contact: Patti Austin, City Planning & Operations Administrator, 614-645-3111, PAAustin@columbus.gov

Columbus is among one of the nation's largest and fastest growing cities. However, despite its status in terms of population size and continued growth, Columbus remains the largest city in the U.S. without any form of rail transportation. Driving remains one of the most convenient and attractive forms of transportation for commuters. With approximately four out of every five Columbusites, driving commuters have the advantage of a relatively short commute time and an abundance of low-cost parking options. Columbus continues to offer a rapid auto commute, but few other options for getting around compared to peer cities. The City has recognized the need to modernize their transportation system and approach in investing in multimodal transportation options to support desire growth and economic activity.



Nelson\Nygaard is leading a team to develop a vision for the future of transportation in Columbus that will build on these efforts and create a cohesive investment strategy to guide the city forward. The plan, entitled Connect Columbus, is a bold and strategic endeavor to recapture and envision the mobility desires and needs of the City while enhancing equitable, healthy, and sustainable transportation access between the places where people live, work, and play. This process has been grounded in participatory community events and workshops that are meant to catch attention, raise awareness, and even meet the community where they are. These events have included a series of week-long, charrette workshops that are open to the public, as well as a number of mobile workshops intended to reach broader and non-traditional public meeting audiences.

Although scope of this project is broad and community and stakeholder driven, the final plan will produce a series of policies, guidelines, and plans that help define, prioritize, and guide Columbus to implementing realistic goals and projects. Final deliverables from this plan will include a Columbus transportation factbook, Complete Street design guidelines, street typologies and classifications, and a multimodal transportation system plan. The Nelson\Nygaard team is currently wrapping up the last of the weeklong workshops and is in the process of collecting potential project candidates and creating evaluation metrics from which to evaluate the projects during the fall of 2015.

UNIVERSITY OF ARKANSAS CAMPUS TRANSPORTATION PLAN

2014-ONGOING

Client: University of Arkansas – Fayetteville, AR

Contact: Jill Anthes, Campus Planner 479-575-3371, janthes@uark.edu

With current enrollment at over 26,000 students, representing 32 percent growth since 2008, and the population of Fayetteville increasing by over a quarter over the last decade, the University of Arkansas knew its traditional approaches to transportation were failing. New garages were not satisfying complaints from the campus population, remote parking was overwhelming key transit stops, and scooters became the noisy solution to difficult intersections and narrow sidewalks. The University hired Nelson\Nygaard to redefine solutions with a user-first approach, rather than an infrastructure-first approach.



Rather than just counting vehicles and pedestrians, Nelson\Nygaard designed a broad outreach program to understand why affiliates were avoiding the bus, upset about abundant parking, and finding more conflict than benefit from bicycling. A campus wide survey received over 5,000 responses, and a three-day publicized workshop brought in a wealth of inputs and details, including unnoticed daily travel needs and locations where improvements were needed. The survey helped identify that student and faculty/staff populations desired greater price flexibility to respect their need to park in different campus locations depending on each day's schedule, allowing Nelson\Nygaard to devise a tiered pricing system. A review of bus rider needs led to an updated transit system design that re-oriented bus service around providing more direct service to campus, minimizing travel time, and interlining service to maximize efficiencies. Finally, affiliates expressed the need to make walking and biking safer and easier. The team proposed several campus gateway design interventions to both keep cars moving and prioritize crossings from campus to adjacent neighborhoods. Using Nelson\Nygaard's parking and transportation demand management model, the University is currently weighing the impact of recommended programmatic and infrastructure improvements on revenues and mode shift.

DOWNTOWN ROCHESTER MOBILITY PLAN

2009-2010

Client: City of Rochester – Rochester, MN

Contact: Richard Freese, P.E., Public Works Director / Traffic Engineer, 507-328-2400, rfreese@rochestermn.gov

In coordination with a major Land Use Master Plan process, managed by Sasaki Architects, Nelson\Nygaard developed mode split targets set to ensure downtown can grow gracefully while accommodating almost twice the volume of peak hour travel. The accomplishment of these goals will lead to the reduction of over 20 full blocks of surface parking or four to five full block parking structures. Nelson\Nygaard first created a series of fact sheets that offered residents and stakeholders an easy way to understand commuting patterns, parking management, the bicycle and pedestrian environment, and existing transit operations.



Shaped by community input, the Mobility Plan is guided by principles of sustainability, active and healthy transportation, and international economic competitiveness. We created a typology for downtown streets, ensuring that the character and function of each street is balanced to provide safe and reliable access for all modes. We developed a parking and TDM element and a bike network plan. Responding to Rochester's future rail aspirations, the plan also identifies potential corridors for bringing streetcar and light rail into downtown.

As a result of Nelson\Nygaard's work on the Mobility Master Plan, the City was awarded the Walk Friendly Communities Bronze-level achievement. The award specifically notes the Pedestrian Action Plan, use and continual update of the Pedestrian Environmental Quality Index tool, and the implementation of leading pedestrian intervals in the CBD (as recommended by Nelson\Nygaard) as reasons for their designation.

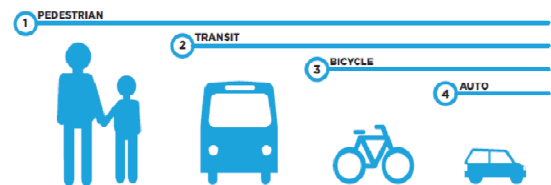
CHICAGO COMPLETE STREETS DESIGN GUIDELINES

2011-2012

Client: Consortium to Lower Obesity in Chicago in Chicago Children – Chicago, IL

Contact: Luann Hamilton, Deputy Commissioner, 312-744-1987, Luann.Hamilton@cityofchicago.org

Chicago is the first large city in the nation to decisively place pedestrians in its street design hierarchy while also providing safe access for bicyclists, transit users, and automobiles. In 2013, the Chicago Department of Transportation released Complete Streets Chicago, led by Nelson\Nygaard.



The Chicago DOT and the Consortium to Lower Obesity in Chicago Children contracted Nelson\Nygaard to develop policies and processes that will deliver complete streets that will cater to all users. The project included a series of stakeholder interviews, inter-agency workshops and discussions, policy directives, working groups, and training sessions. This process ensured that key processes and elements of the project would be internally championed by Chicago DOT staff, to ensure that complete streets indeed would be implemented within the City.

The final design guidelines includes a variety of critical street design elements including project development process, level of service standards, design vehicle, speed limits, turns on red, street and building typology, legal status, and crash mapping.

"We all want better, safer streets," says Chicago DOT Commissioner Gabe Klein. "This effort will bring the City closer to this goal."

LONG RANGE MULTIMODAL PLAN

2012-ONGOING

Client: Consortium to Lower Obesity in Chicago in Chicago Children – Chicago, IL

Contact: Luann Hamilton, Deputy Commissioner, 312-744-1987, Luann.Hamilton@cityofchicago.org

moveDC is Washington DC's Long Range Transportation Plan to determine modes, projects, and policies for every street within the city for the next 30 years. The Plan will set the long-term vision and implementation actions as DDOT continues to build a world class, sustainable transportation system in a growing and evolving city. In addition to important regional connections, the entire transportation network of the District of Columbia will be considered during the moveDC plan. Each mode of transportation will be evaluated and considered as a part of the development of the multimodal transportation plan, in order to accommodate significant projected growth in population and employment without negatively impacting residents', employees', and visitors' ability to travel around the city and best meet Washington DC's goals of livability, environmental sustainability, and economic competitiveness.



Nelson\Nygaard is leading the pedestrian, bicycle, transit, parking, and Transportation Demand Management elements of the plan, as well as authoring the plan's policy guide. The moveDC draft plan was recently released for public review and can be reviewed at www.wemovedc.org.

DOWNTOWN DEVELOPMENT DISTRICT MOBILITY AND PARKING STUDY

2008-2009

Client: Downtown Development District (DDD) – New Orleans, LA
Contact: Henry R. Charlot, Jr., 504-561-8927, HCharlot@neworleansdowntown.com

In March 2008, the Downtown Development District (DDD) hired Nelson\Nygaard to lead a team of consultants to prepare a Mobility and Parking Plan for the French Quarter, CBD, Warehouse District, and Marigny Triangle neighborhoods. The plan included sections on mobility policies, site/intersection improvements, and transportation demand management Strategies. Nelson\Nygaard led the mobility element of the study, with a focus on developing a sustainable, multimodal, “Park Once” approach that would both enhance the pedestrian experience and reduce parking demand pressure within these destination-rich, historic districts. Walker Parking Consultants led the parking element of the plan.

Nelson\Nygaard began the mobility review by walking the study area extensively, first with stakeholders and then in survey teams, to identify underperforming components of key mobility networks. Common constraints identified included: poor sidewalk design and upkeep; poor crosswalk design, alignment, and signal support; lack of visual and physical riverfront connections; under-investment in transit stop facilities and placement; and significant bicycle network gaps.

Participants in the field surveys identified assets and opportunities to address existing constraints. The assets formed the basis for Nelson\Nygaard’s recommended policies to be applied throughout the study area, including: incorporation of existing neutral grounds (medians) to improve crossings; shortening crossings and calming traffic through curb realignments and re-timing signals; encouraging private investment in sidewalk design and maintenance; providing public valet parking and a parking shuttle to shift demand to under-utilized facilities; improved transit connections; and enhanced wayfinding investments to emphasize transit, walking, and cycling opportunities across the study area.

To emphasize the interconnectedness inherent in many of these strategies, Nelson\Nygaard identified a series of eight transformative, site-specific improvement plans at key multimodal nodes in the study area.

GARVER

CATO SPRINGS ROAD

2006-2013

Client: City of Fayetteville – Fayetteville, AR
Contact: Chris Brown, PE, City Engineer. (479) 575-8207, cbrown@fayetteville-ar.gov

Garver performed traffic studies, design and property surveys, conceptual design, and final design services to improve Cato Springs Road from School Avenue to Razorback Road. The street was reconstructed and widened, including curb and gutter and drainage improvements. The typical section is two lanes (with three lanes at appropriate intersections) with curb and gutter and sidewalks on both sides with variable green space.

Garver also provided engineering services to relocate water and sewer facilities along Cato Springs Road. The water relocations included 5,500 linear feet of primarily 8-inch water lines, and the sanitary sewer relocations included 200 linear feet of 8-inch gravity sewer lines.

Environmental studies consistent with NEPA were included and required completing a Tier III Categorical Exclusion (environmental documentation). This work entailed conducting a stream/wetland delineation; coordinating with the U.S. Fish and Wildlife Service regarding threatened or endangered species, the State Historic Preservation Office regarding cultural resources, and USACE regarding impacts to waters of the United States; and addressing pertinent information related to floodplains, noise levels, hazardous waste, prime farmland, water quality, and other potential impacts associated with the project. USACE coordination involved obtaining a jurisdictional determination of “waters of the U.S.” and obtaining a Section 404 Nationwide Permit regarding impacts to waters of the United States.

MOUNT COMFORT ROAD

2006-2011

Client: City of Fayetteville – Fayetteville, AR
Contact: Chris Brown, PE, City Engineer, 479-575-8207, cbrown@fayetteville-ar.gov

Mount Comfort Road, a minor arterial street, was widened for 1.5 miles to improve the link between rapidly developing residential areas and I-49 and to provide better service to two public schools located off Mount Comfort Road. Garver provided professional engineering services to study and design improvements to Mount Comfort Road from I-49 to Ruppel

Road, approximately 8,000 linear feet; relocate and replace Shiloh Drive with new street construction, approximately 2,600 linear feet; and widen the AHTD ramp, approximately 600 linear feet.

Garver's services included a traffic study, three alternate schematic designs for public involvement meetings, complete design, permitting, bidding, and construction-phase administration. Garver's role also included coordination with the City, the public, and AHTD.

The two-lane road without curb and gutter was expanded to four lanes, and the project incorporated sidewalks, bike lanes, drainage upgrades, turning lanes, and intersection realignments. Improvements also included new traffic control signals at four intersections, off-site drainage improvements, and extensive water and sanitary sewer relocations. The water relocations included 4,400 linear feet of primarily 12-inch water lines, and the sanitary sewer relocations included 5,600 linear feet of primarily 8-inch gravity sewer lines.

An essential element in helping traffic flow better involved improving Mount Comfort Road's connection with I-49, which meant redesigning the way multiple legs of traffic interact. This required widening an I-49 off-ramp, relocating the frontage road to provide additional separation with the I-49 ramps, and moving Deane Solomon Road to interact with a secondary street.

During the construction phase, Garver initiated steps to recycle and reuse waste material to save the City money and resources. Garver's Construction Administration and Observation Team worked with the Contractor to recycle the milled asphalt and reuse excavated material as fill for a future street project adjacent to the site. This included utilizing approximately 5,000 cubic yards of excavated soil in collaboration with plans to extend connecting Ruppel Road.

In addition, a field change during construction added five-foot-wide bike lanes on each side of the road for a mile. The bike lane connects with trails in the City of Fayetteville's trails system.

FRISCO MULTI-USE TRAIN

2012-2013

Client: City of Fayetteville – Fayetteville, AR

Contact: Chris Brow, PE, City Engineer. 479-575-8207, cbrown@fayetteville-ar.gov

Garver provided surveying, design, property acquisition documents, bidding, and construction-phase services for the Frisco Trail. Improvements included extending the Frisco Trail from Martin Luther King, Jr. Boulevard to the trail located in Walker Park, including 0.5 miles of a 12-foot-wide trail with lighting, a 120-foot tunnel under Martin Luther King Jr. Boulevard, two prefabricated bridges, and a pedestrian hybrid beacon crossing at Highway 71B.

During the planning phase, Garver evaluated several alternative trail alignments with a cost analysis to provide design recommendations. The planning phase also included evaluating the crossings of two major arterials, which included evaluating an at-grade crossing, a pedestrian bridge, and a pedestrian tunnel.

Based on the evaluations, recommendations were made to proceed with a tunnel under Martin Luther King Jr. Boulevard and an at-grade crossing of Highway 71B. Two creek crossings were studied to determine the most economical trail crossings, including evaluating an abandoned railroad truss superstructure. Based on the findings of the study, it was determined that a prefabricated bridge be installed at both crossings.

The tunnel under the five-lane arterial, Martin Luther King Jr. Boulevard, consisted of 120 feet of a 12-foot-wide by 10-foot tall prefabricated box culvert complete with drainage, lighting, and retaining walls on all approaches. A detailed traffic control plan was developed to allow for minimal disruption of traffic during construction.

The design of the at-grade crossing of the five-lane arterial, Highway 71B, included a signal warrant analysis for a pedestrian crossing to allow trail users to safely cross this busy roadway. Based on the results of the study, a pedestrian hybrid beacon was recommended and approved by the Arkansas State Highway and Transportation Department.

Based on the findings during the planning phase, Garver designed two prefabricated trail bridges with overall lengths of 81 feet and 71 feet over creeks within designated FEMA floodplains. The design consisted of the end abutments and associated foundations of the bridge structure, hydrology and hydraulic modeling to ensure a no rise of the designated base flood elevations, wetland delineations, and permitting with the U.S. Army Corps of Engineers.

ADDITIONAL BACKGROUND

GLENDALE DOWNTOWN MOBILITY STUDY

2005-2006

Client: City of Glendale Planning Department – Glendale, CA

Contact: Alan Loomis, Principal Urban Designer, 818-548-2140, aloomis@ci.glendale.ca.us

Developing a new comprehensive citywide set of street types and performance measures for streets was a primary focus of the study. Nelson\Nygaard identified a citywide Primary Transit Network: a system of fast, frequent, and reliable transit lines connecting the City's planned growth areas. Primary Transit Streets are designed to support both of Metro's rapid bus lines, the City's own Beeline buses, and future rail service. To implement the transit network, Nelson\Nygaard identified new Quality of Service measures for transit, focused on the customer's experience rather than mere operational efficiency. Finally, Nelson\Nygaard created an analytical framework for helping the City balance the needs of all modes—automobiles, transit, pedestrians, bicyclists, and freight—in each street depending upon its urban context.



The Downtown Mobility Study was adopted unanimously by the Glendale City Council in early 2007. Since the adoption of the plan, Nelson\Nygaard has continued to work with the City of Glendale in project implementation. Recommended parking policies have been implemented in downtown Glendale, resulting in a reduction from 100% occupancy on Brand Boulevard to 85% with a concurrent increase in garage occupancy. Local improvement districts have been implemented and changes in parking code have been enacted, including reducing many parking minimums and introducing an in-lieu fee program. This successful program is often touted by Professor Donald Shoup in his presentations describing successful parking policy changes in smaller cities. This project won several awards: American Planning Association Award for Comprehensive Planning in a Large Jurisdiction and the Southern California Association of Governments President's Excellence Award in Visionary Planning for Mobility, Livability, Prosperity and Sustainability.

DAVENPORT IN MOTION – TRANSPORTATION MASTER PLAN

2009-2011

Client: City of Davenport – Davenport, IA

Contact: Matthew G. Flynn, Senior Planning Manager, 563-326-7743, mflynn@ci.davenport.ia.us

Nelson\Nygaard developed a comprehensive master plan for Davenport. The methodology for this document takes into account Davenport's unique river culture and status as the economic and cultural hub of the Quad-cities. Prior to the release of the completed master plan, the consultant team produced a transportation Fact Book that provides public representatives, policymakers, and citizens an accessible document that outlines existing conditions for all aspects of the transportation system, guiding principles for the City's transportation future, best practices, and other topical considerations such as environmental impacts of transportation and using active transportation strategies to promote public health. This document has assisted in educating stakeholders on the many complex transportation issues at hand while providing best practices in developing a multimodal transportation system.



The Davenport in Motion process provided the City with more than its first ever comprehensive transportation plan; Davenport in Motion is visionary plan for creating a world class multimodal system in a post-industrial city in the American heartland. To help the City implement this multimodal vision, Nelson\Nygaard developed a set of street types and design guidelines, action plan priorities for the development of a comprehensive bicycle network, transit system development recommendations, and parking management guidelines.

This project won the 2011 American Planning Association-Iowa Chapter Excellence Award for Best Practice.

APPENDIX A

Key Staff Resumes

Paul Moore

Principal



Paul Moore is involved in the oversight and management of major urban design, land use and transportation planning and engineering projects. He has more than 25 years of experience in developing major transportation and transit planning projects, small area planning and redevelopment studies, traffic engineering and design manuals and studies, and livable transportation solutions.

EDUCATION

B.S, Civil Engineering, Georgia Institute of Technology

EXPERIENCE

Nelson\Nygaard Consulting Associates, Inc.

Principal, 2012–Present

- **Multimodal Transportation Plan, Louisville, KY.** Project Manager for the development of a strategic multimodal transportation plan to understand and address the current and future transportation needs within Louisville Metro.
- **Multimodal Transportation Plan, Madison, WI.** Project Manager for a citywide transportation plan considering improved transit options, better parking management and building upon the City's Platinum level bike system.
- **Eastside Community Transportation Framework Plan, South Pasadena, CA.** Led the development of high level recommendations for multi-modal projects that could improve quality of life in the subregion.
- **Pomona Corridor Specific Plans, Pomona, CA.** Transportation Lead for these plans for three corridor land use/transportation plans. Recommendations for vehicle, bicycle, parking and greenspace elements were included.
- **Link Spokane, Spokane, WA.** Project Manager for an update to the transportation chapter of the City's comprehensive plan. The effort included updating of the City's traffic impact and concurrency standards and development of new complete street design standards.
- **Memphis Riverside Drive, Memphis, TN.** Worked to analyze the conversion of traffic lanes along Memphis' riverfront to bike facilities and on-street parking. The project was implemented.
- **Cycle Track Analysis, Greenville, SC.** Led technical analysis of a project to convert one lane of a state route through downtown Greenville to a multi-use "cultural corridor" connecting the City's arts campus to downtown and cultural venues.
- **Innovate Albuquerque, Albuquerque, NM.** Lead for the transportation component of this redevelopment that will bridge the gap between downtown Albuquerque and the University of New Mexico.
- **Mariner's Mile Corridor Plan, Newport Beach, CA.** Transportation planner for a multi-modal team tasked with suggesting a more livable, walkable design for this stretch of the Pacific Coast Highway.
- **MOVEPGH, Pittsburgh, PA.** Project Manager of a citywide transportation plan for Pittsburgh. This plan addressed the challenge of an established city with aging infrastructure and substantial funding challenges. The plans also include development of the street design guideline and a world-class bicycle plan.
- **Connect Columbus Transportation Plan, Columbus, OH.** Project Manager for a comprehensive, multi-modal transportation plan including updates to the street and access management standards.
- **West Haywood Master Plan, Asheville, NC.** Transportation lead for a form-based code of this redeveloping corridor. Recommendations included parking regulation and bike/pedestrian improvements.
- **Rivers of Grass Greenway, Miami, FL.** Managed transportation analysis of a multi-use trail corridor stretching across Florida from the Gulf Coast to Miami. Paul provided expertise in coordination with DOT, quantification of trip reduction potential and transportation demand management policy.



Jason Schrieber, AICP

Principal



Jason has become a specialist in understanding how individual travel behaviors are influenced by physical and economic attributes often overlooked in transport systems. By improving pedestrian delay and bicycle accommodation, he has helped cities attract people away from their car. By revealing the cost of parking, he has changed employer and institutional calculus on how employees commute. Working for municipalities, businesses and universities, Jason has advanced wholesale changes to parking pricing, developed demand management programs for new development and helped cities create new ordinances to control trips in places like Portland ME, Denver CO, and Yale University

EDUCATION

Bachelor of Science, Urban Planning
University of Massachusetts, Amherst

EXPERIENCE

Nelson\Nygaard Consulting Associates Inc.

Principal, 2006–Present

- **University of Arkansas Transportation Plan Update, Fayetteville, AR.** Project manager for updating UA's transportation plan, including strategies to better connect new off-campus housing with the campus core, determining right-of-way for competing modes across the historic campus, and more strategic investments in multimodal hubs.
- **GoBoston 2030, City of Boston Mobility Plan, Boston, MA.** Serving as the lead planner for Go Boston 2030, working through close collaboration with concurrent processes that crafted public engagement and digested amazing quantities of “big data” to inform both current patterns and future conditions.
- **Grounding McGrath: Determining the Future of the Route 28 Corridor, Massachusetts Department of Transportation, Somerville, MA.** Part of a multi-disciplinary team to conduct a conceptual planning study effort to determine the future of the Route 28 Corridor. Worked on right-of-way and intersection designs.
- **Boston Off-Street Parking Policy, Boston Transportation Department and Air Pollution Control Commission, Boston, MA.** Adding expertise to a comprehensive analysis of existing parking management in Boston as well as the development of parking policy changes, Jason is applying his extensive experience in other cities to Boston. The project also includes the creation of Boston's first comprehensive parking database, designed as an open source, integrated government and public information platform.
- **Medford Square Intersection Redesign, Medford MA.** As part of a parking demand assessment for a garage feasibility study led by MassDevelopment, revealed that walking improvements could bring as many vacant spaces within reach as a new garage would, helping to reprioritize infrastructure efforts in the square. Included a redesign of a major intersection to dramatically improve PLOS.
- **Elm Street Crosswalks, Smith College, Northampton, MA.** Led the planning, conceptual design, and design development for six major pedestrian crossings on State Route 9 through the historic heart of campus. Through an inclusive charrette process, Nelson\Nygaard developed a mixed traffic calming, signing and education strategy acceptable to public works and public safety departments in the City. Construction was completed in 2010 and has spawned a push for similar treatments elsewhere in the City.
- **Somerville Bow Street Reverse Angle Parking Services, City of Somerville, Somerville, MA.** Developed program to design and implement reverse angle parking on Bow Street in Union Square to calm traffic, add parking supply, provide a bike facility, and smooth operations in a growing area of the City.
- **Bridge Street Corridor, City of Dublin, Dublin Ohio.** Coordinated a team of planners and designers to develop a complete streets network of varying cross-section “families”; detailed profiles; parking, transit, and biking strategies and networks; and progressive models to support the plan.



Lisa Jacobson

Senior Associate



Lisa Jacobson has transportation planning experience in the public, private, and non-profit sectors. Lisa has played a primary supporting role on a variety of projects, focusing on multimodal transportation planning projects, leading data collection, mapping, and market research efforts, as well as developing recommendations. Before joining Nelson\Nygaard, Lisa was a fellow with the National Complete Streets Coalition, where she worked on federal, state, and local policies to encourage street design to incorporate all users, regardless of age and ability. Lisa's work at the Coalition was recently published in an AARP report, "Planning Complete Streets for an Aging America."

EDUCATION

Master of City and Regional Planning, Concentration in Transportation, University of Pennsylvania
Bachelor of Arts, International Affairs, The George Washington University

EXPERIENCE

Nelson\Nygaard Consulting Associates Inc.

Senior Associate, 2013-Present; Associate Project Planner, 2012–2013, Associate, 2010–2012; Intern, 2009

Multimodal Transportation Projects

- **Saint Paul Parking Study, Saint Paul, MN.** Analyzed existing parking inventory and utilization study to develop an inventory based on a combination of existing data and stakeholder input, the team collected parking utilization information: on-street data were collected by field visits; analyzed the City's parking data in the context of growth models for future scenarios and reviewed how this growth is shaped by the parking-related elements of the Zoning Code. All of this was then taken into consideration to develop strategies to improve the downtown parking system and support the ongoing growth in downtown Saint Paul.
- **Kendall and Central Square (K2C2) Planning Study, Cambridge, MA.** Reviewed and enhanced Cambridge's progressive transportation and sustainability policies to promote transit use, biking, and walking in growing districts in Cambridge.
- **Innovation Square Parking Analysis and Strategy, Gainesville, FL.** Analyzed existing parking facilities, created a district specific parking ratio matrix, documented the location and timeline for temporary surface parking, outlined the impact of transportation demand management strategies, and explored the use of existing facilities such as nearby downtown parking decks.
- **Providence I-95 Development District Design Frameworks Plan, Providence, RI.** Shared parking and complete streets design for the area that remains from the I-195 relocation project.
- **Chicago Children's Memorial Hospital Redevelopment TDM, Chicago, IL.** Developed a TDM plan, shared parking strategy, and trip generation estimate to supplement KLOA's traffic analysis.
- **Grounding McGrath: Determining the Future of the Route 28 Corridor, Somerville, MA.** Worked on evaluating the future use and potential removal of elevated portions of the roadway to enhance livability, environmental health, and transportation access and mobility for all modes of travel.
- **GoBoston 2030, City of Boston Mobility Plan, Boston, MA.** Serving as analyst for Go Boston 2030, working through close collaboration with concurrent processes that crafted public engagement and digested amazing quantities of "big data" to inform both current patterns and future conditions.
- **Centre City Redevelopment, Edmonton Alberta.** Data analyst for the transportation planning and design for a new 30,000 person infill "city within a city" upon former airport lands. Included carbon-neutral plan of new LRT, tram, bus, bikeways, and parking management systems fits within a complete streets "family" oriented around new open space and water features that meet at a dense mixed-use town center.

Zabe Bent

Principal



Zabe Bent has over 14 years of experience in multimodal transportation planning and urban development. She is skilled at project management, conceptual design, transit planning, and evaluation processes. A former Principal Planner at the San Francisco County Transportation Authority, she managed a range of efforts including the City's congestion pricing feasibility study, the update to the long range countywide transportation plan, as well as various bus rapid transit studies. Zabe also offers insight on developing and funding initiatives as they move toward implementation.

EDUCATION

MST, Urban Transportation Systems, Massachusetts Institute of Technology, 2004
MCP, International Development & Regional Planning, Massachusetts Institute of Technology, 2003
BA, Pan African Studies, Architecture, Barnard College, Columbia University, 1996
Languages: French (proficient), Spanish and Italian (working knowledge), Arabic (some knowledge)

EXPERIENCE

Nelson\Nygaard Consulting Associates, Inc.

Principal, 2014–Present

Complete Streets Planning and Design

- **Broadway Complete Streets Plan, Sacramento, California (2014-ongoing).** Project manager focused on advancing a complete streets vision for one of Sacramento's key multimodal corridors. The vision plan considers improved safety for pedestrians, cyclists, transit riders, and motorists as they traverse diverse neighborhoods, requiring a combination of conceptual design, traffic circulation analysis, and outreach activities across multiple neighborhood, business, agency, and advocacy groups.
- **Geneva-Harney Bus Rapid Transit Feasibility Study, San Francisco (2013-ongoing).** Project manager of this study to evaluate BRT alignments and rail concepts, in order to deliver improved transit service to underserved areas and to provide new connections to areas targeted for land use growth and redevelopment. Project includes multi-jurisdictional coordination among three cities and multiple transit providers, as well as coordinated outreach.

Transit Planning

- **LAVTA Comprehensive Operations Analysis, Livermore-Amador Valley Transit Authority, Livermore, CA (2015-ongoing).** Deputy project manager for LAVTA's generational update to operations to increase system ridership and improve underperforming Rapid services. The effort includes compiling systemwide operations analysis, board and stakeholder coordination, public outreach activities, with a particular focus on improving Rapid corridor performance.

Long-Range & Multimodal Planning

- **Alameda Countywide Transportation Plan, Alameda County, California (2015-ongoing).** Principal-In-Charge of effort to update 30-year blueprint to guide investment in the County's transportation system. The Plan will be a synthesis of ongoing mode-specific modal plans, a multidisciplinary evaluation framework, focus groups and white papers on key topics, including equity analysis, freight transportation needs, effects of land use, etc.

PREVIOUS EXPERIENCE

San Francisco County Transportation Authority

Principal Transportation Planner, 2007–2012; Senior Transportation Consultant/Planner, 2005–2007

- **Mobility, Access & Pricing Study, San Francisco.** Project manager responsible for all aspects of analysis, interagency coordination, and outreach for a feasibility study of congestion pricing. Study included coordinating pricing schemes with major investment packages to accommodate demand shifts, and several related studies, including survey of spending patterns by modal choice, focus groups, and microsimulation of key transit corridors.
- **Geary Corridor Bus Rapid Transit, San Francisco.** Delivered the Geary Corridor BRT Feasibility Study and launched its environmental analysis as Project Manager for a BRT project serving one of the highest ridership bus corridors in the Western US. Includes rail-ready analysis, multilingual outreach to diverse populations, and coordination with transit providers for 4-classes of service and local planning and development agencies.

IAIN J. BANKS, PTP

Senior Associate



Iain Banks is a transportation planner and engineer with 14 years of experience. Iain brings a holistic approach to transportation evaluation bringing expertise in traffic analysis, bicycle and pedestrian planning, transit operations, and parking management. Iain's projects have included campus master plans, development project reviews, city-wide bicycle master plans, city-wide parking programs, transit development plans, capital improvement programs, community planning and data analysis. Iain brings experience in both the public and private sectors, most recently serving as transportation planner for the City of Annapolis, Maryland where he was responsible for the city's transit system, active transportation networks, parking properties, and development review. Iain has familiarity in working with the Maryland State Highway Administration and other state, county, and municipal transportation authorities.

EDUCATION

Master of Science, Transportation Engineering and Planning, University of Southampton, England, 2001
Bachelor of Arts in Geography, University of Portsmouth, England, 2000

EXPERIENCE

Nelson\Nygaard Consulting Associates, Inc.

Senior Associate, 2014–present

- **Midcity East Livability Plan, Washington, DC.** Award-winning plan to address and preserve local neighborhood safety, vitality and community access in a core downtown area inundated by commuter traffic. Plan enhances place, environment and community while preserving regional network.
- **Herndon Metrorail Station Access Management Plan Fairfax County, VA.** Senior Associate. This included analysis of the pedestrian and bicycle access and facility recommendations to the pending Herndon Metrorail Stations in Virginia as part of the WMATA Silver Line extension.
- **Urbanized Area Transit Implementation Study, City of Rock Hill, SC.** Deputy Project Manager. This on-going project will include some combination of service modifications, expansion of existing service, and new service options that includes portions of the local, express, trolley, and BRT recommendations from previous study efforts.
- **Public Square Design and Implementation Cleveland, OH.** Analysis of roadway and transit system impacts associated with new development and transit enhancements; expansion of current and planned bicycle facilities and walk networks to support vibrant central place.
- **Prince George's Plaza Transit Development Area, MD.** TOD plan for economic emphasis area of Prince George's County, MD. Plan transforms suburban arterial into vibrant multimodal spine that supports rich network of comfortable and inviting streets, expanded commercial development and housing.

City of Annapolis Dept. of Transportation, Annapolis, Maryland

Personal Transportation and Parking Specialist/Transportation Planner, 2009–2014

- Project Manager for the City's first Bicycle Master Plan. This included procurement of the grant to fund the plan as well as managing the project from community interaction to finalization and Council approval.
- Project Manager for the implementation of the City's shuttle service linking the downtown City Dock with the City owned parking facilities.
- Implementation and analysis of the City's Transit Development Plan for its fixed route transit system.
- Management, administration and reporting of the Department's Federal and State Grant Funding program, overseeing a budget of \$2.0million in grant funds.
- Development, management and administration of the Department's annual \$5 million budget covering all facets of the department's services – transit, parking, taxi services, bicycle & pedestrian planning.

Geoff Slater

Principal



Geoff Slater has extensive experience throughout the United States and internationally that he brings to all of his projects, many of which have transformed transit services from very basic operations to mature, dependable transit systems. Geoff is nationally recognized as an effective and innovative service planner. Notable projects include a complete transformation of Pittsburgh's transit service to provide better service at the same cost, the development of one of the country's first BRT lines (Boston's Silver Line), and the redesign of commuter rail service throughout post-apartheid South Africa.

EDUCATION

Bachelor of Science, Civil Engineering, University of Massachusetts-Lowell, MA

EXPERIENCE

Nelson\Nygaard Consulting Associates Inc.

Principal, 2007–Present

- **Transit Master Plans** to identify, evaluate, and determine effective strategies for the provision of improved transit services. These studies typically involve multiple modes and address service, institutional, and financial issues. Recent and ongoing projects include Transit Master Plans for the Nashville MTA, the Middle Tennessee RTA, and Fort Worth's the T, the Metro Providence Transit Enhancement Study, and the George Washington Region Transit Policy Plan in the Fredericksburg, VA area.
- **Bus Service Planning**, including the redesign of existing services, market analyses, the development of service improvements, passenger ridechecks and surveys, the assessment of customer demand, and cost estimation. Recent projects include a complete redesign of Pittsburgh's transit system, the redesign of bus service in Pittsburgh, Kansas City, Memphis, Miami, and Providence, RI, the development of bus service improvements for Peoria, AZ, a transit feasibility study for Pinal County, AZ, and bus operations planning for Sky Harbor Airport in Phoenix, AZ.
- **Bus Rapid Transit**, including the development of Boston's Silver Line, which was one of the nation's first BRT lines. More recent BRT projects include the development of nine new Rapid Bus lines in Pittsburgh, a new BRT line in Providence, RI, and the examination of BRT options for Peoria, AZ.
- **Rail Planning**, including the development of new services and improvements to existing lines and systems. Recent projects include a streetcar feasibility study for Saint Paul, MN, the development of new streetcar lines in Kansas City, Minneapolis, and Providence, RI, improvements to Pittsburgh's light rail service, a light rail feasibility study in Peoria, AZ, an evaluation of the use of DMUs on the MBTA's Fairmount Line in Boston, MA.

PREVIOUS EXPERIENCE

Jacobs Engineering/Edwards and Kelcey/KKO and Associates

Manager of Transit Planning, 2006–2007; Senior Associate, 1997–2006

- Managed and conducted a variety of transit studies in North America and overseas designed to develop effective new transit services and to improve existing systems, with a particular focus on rail, bus, and BRT services.

Massachusetts Bay Transportation Authority, Boston, MA

Director of Planning, 1993–1996

- Directed planning activities for the MBTA, the sixth largest transit agency in the United States, providing a mix of rapid transit, light rail, bus, commuter rail, ferry, and paratransit services. Responsible for both technical and policy aspects of short range service planning, long range capital planning, development of new services, assessment of existing services, and the development of improved methods to improve service quality and delivery. Also responsible for environmental compliance, community affairs, and scheduling.

Boris Palchik

Senior Associate



Boris Palchik has more than 15 years of experience in the transit field. He has developed service plans for both large and small transit systems with a focus on improving ridership and system productivity. Boris takes a holistic approach to service development by addressing route and schedule deficiencies, as well as the overall passenger experience in terms of wayfinding, data availability, and bus stop environments. Boris also specializes in Google Transit implementation, schedule run-cutting, and site-specific transit planning for universities and airports.

EDUCATION

Master of City and Regional Planning, University of Texas at Arlington
Bachelor of Civil Engineering, University of Texas at Austin

EXPERIENCE

Nelson\Nygaard Consulting Associates, Inc.

Senior Associate, 2010–Present

KEY PROJECTS

- **Comprehensive Operational Analysis**, Connect Transit (Bloomington-Normal, IL) - Current
- **Campus Transportation Plan, University of Arkansas** (Fayetteville, AR) - Current
- **Portland Hub Link Feasibility Study**, City of Portland (Portland, ME) - Current
- **Transit Performance Analysis**, Wichita Transit (Wichita, KS) - Current
- **Campus Transportation Plan, University of North Texas** (Denton, TX) - Current
- **RFATS Transit Study**, Rock Hill-Fort Mill Area Transportation Study (Rock Hill, SC) - Current
- **Comprehensive Transit Service Analysis for the Greater Hartford Area**, Capital Region Council of Governments (Hartford, CT) - Current
- **CATA Comprehensive Strategic Plan**, Central Arkansas Transit Authority (Little Rock, AR) - Current
- **ECAT Comprehensive Operations Analysis**, Escambia County Area Transit (Pensacola, FL) - 2015
- **St. John's University Plan**, St. John's University (Queens, NY) - 2014
- **New York Downtown Connection Study**, Alliance for New York (New York, NY) - 2014
- **Mid-Coast Maine Transit Study**, Knox County (Rockland, ME) - 2014
- **Comprehensive Service Analysis Study**, Pioneer Valley Transit Authority (Springfield, MA) - 2014
- **Google Transit Implementation Training**, Denton County Transportation Authority (Lewisville, TX) - 2013
- **Dallas/Fort Worth International Airport Transit Access Study**, North Central Texas Council of Governments (Arlington, TX) - 2013
- **Public Transportation Study**, County of Sussex (Newton, NJ) - 2011

PREVIOUS EXPERIENCE

Denton County Transportation Authority (DCTA), Lewisville, TX—Senior Planner, 2008–2010

Dallas Area Rapid Transit (DART), Dallas, TX—Service Planner III, 2004–2008

Drusilla van Hengel, PhD

Principal



Drusilla van Hengel has over 20 years of transportation planning and operations experience, including 10 years of research. Her consulting experience focuses on bicycle and pedestrian master planning and project development, project evaluation, healthy communities, and safe routes to schools and parks. Her efforts while working for the City of Santa Barbara doubled the number of bike lanes, initiated the Safe Routes to School Program, and earned the City both Walk Friendly and Bicycle Friendly Community Status. Dru's academic background and public sector work in land development, traffic operations, and community planning provides a unique, perspective and rich depth of experience that has benefited clients from Chicago to rural eastern Washington.

EDUCATION

MBA, Sustainable Business, Bainbridge Graduate Institute, 2008
PhD, Social Ecology, University of California, Irvine, 1996
MA, Social Ecology, University of California, Irvine, 1993
BA, Psychology and Biology, Dartmouth College, 1985

EXPERIENCE

Nelson\Nygaard Consulting Associates Inc.

Principal, 2014–Present

- **City of Calgary Design Consulting Services for Various Bikeway Projects (Calgary, AB)** – Dru is currently providing support services for ten projects and leading the conceptual design for five corridors (Bowness Road NW, Edmonton Trail NW, Northmount Drive NW, 20 Street NW, and Mount Royal University). The work also includes facilitation at city stakeholder meetings, development of design options, multi-modal evaluation, and peer review.
- **Santa Monica Pedestrian Action Plan.** The Santa Monica Pedestrian Action Plan draws from empirical analyses and community engagement to recommend citywide and location specific actions that will improve safety, access to transit, and overall walkability. While working with Alta Planning + Design, Dru provided project management and oversaw each step of the process, including the coordination of four subconsultants, the City Manager's Office, and a multi-department project task force. Dru conducted the collision analysis, and managed the development of priority policy, practice, program and project recommendations holding the community and staff goals as paramount throughout. Dru continues to manage the project through a subconsulting agreement with Nelson Nygaard.
- **Various Rural Wisconsin Bicycle and Pedestrian Plans.** Dru advised the Shawano County Bicycle Pedestrian Plan, Kenosha County Comprehensive Bike Plan, and Whitewater Bicycle and Pedestrian Master Plan. They were transitioned to her for project management because of personnel changes, until each plan's adoption. The three Wisconsin State funded plans established blueprints for increasing the recreational, tourism, and utilitarian trips in these communities.
- **Brookings Transportation System Plan Update, City of Brookings OR.** While at Alta, Dru helped the City negotiate a contract with the State of Oregon Department of Transportation that enabled its Transportation System Plan update to focus on improving conditions for bicycling and walking as a priority. Dru led the evaluation of existing bicycle and pedestrian conditions and conducted field review and workshops before coming to Nelson\Nygaard. The client's satisfaction with this work resulted in a request to renegotiate the contract in such a way that Dru would stay on the team through the project's completion. Dru serves as the Principal in Charge on this project, providing strategic advice, concept development, and quality assurance as a subconsultant to Parametrix.
- **Clackamas County Active Transportation Plan (Clackamas County, OR) 2014** Dru served as project advisor on this project assisting in the development of an evaluation framework for selecting active transportation routes.

Ezra Pincus-Roth

Associate I, Boston, MA

Project Role: Deputy Project Manager



With nationwide experience in municipal and regional policymaking, Ezra Pincus-Roth channels a passion for providing safe and effective transportation options for all people. His expertise is rooted in interpreting government accessibility standards and transit-oriented planning practices. His experience covers many facets of transportation planning, including parking studies for universities, accessible bus stop designs, and mobility management studies for state and county governments.

Previously, Ezra worked as a management and budget analyst for the New York City Parks Department, a consultant for the San Francisco Foundation, and a research fellow for Reconnecting America.

EDUCATION

Master of City Planning, Transportation and Land Use, University of California, Berkeley, CA, 2013

Bachelor of Arts, Politics, Oberlin College, OH, 2008

EXPERIENCE

Nelson\Nygaard Consulting Associates Inc.

Associate, 2014–Present; Intern, 2013–2014

- **Planning and Engineering Services, Massachusetts Bay Transportation Authority (Various), 2014.** Managed data collection and analysis behind a bus stop placement and spacing study in South Boston, as well as a bus shelter placement study throughout Somerville, Cambridge, and Watertown. These studies required field measurements and analysis to ensure bus stop modifications were always compliant with agency design guidelines and Americans with Disabilities Act (ADA) standards.
- **Bus Transit to Workplace Study, Shelby County (Memphis, TN), 2013-2014.** Wrote and edited segments of the final report, particularly the profiles of accessibility and mobility options in Memphis area job centers. Conducted additional GIS analysis as needed.
- **Statewide Mobility Management System Analysis and Implementation Plan, Idaho Transportation Department Division of Transportation Performance (Boise, ID), 2014.** Wrote a chapter of the final report summarizing the current landscape of mobility management initiatives at the state and regional level throughout the United States-- giving particular attention to transportation services for special-needs populations, including the elderly and disabled.
- **Transportation and Parking Study, University of Wisconsin (Milwaukee, WI), 2013-2015.** Coordinated all analysis and client correspondence associated with a comprehensive study of an urban research university's traffic circulation, transit operations, parking occupancy, transportation demand management practices, and bicycle/pedestrian infrastructure. He designed a series of pilot street improvements on an arterial road running through the heart of campus.
- **Boston University Transportation Demand Management, Boston University (Boston, MA), 2014-2015.** Led data analysis and graphic design elements of this plan to help remedy the transportation impacts following the closure and redevelopment of multiple campus parking facilities.
- **University Parking & Transportation Master Plan, University of Kentucky (Lexington, KY), 2013-2015.** Wrote memoranda summarizing the existing conditions and future opportunities of transportation demand management (TDM) programs and practices on campus. He also coordinated efforts to model current and future transportation demand based on a variety of scenarios and strategies.
- **Binghamton University Transportation and Parking Study, Binghamton University (Binghamton, NY), 2013-2014.** Using existing GIS analysis, prepared graphics of transit service and parking pricing strategies for the final report. Also co-wrote sections of the final report's recommendations.
- **Savannah Downtown Parking and Mobility Strategic Plan, Chatham County Metropolitan Planning Commission, (Savannah, GA), 2015-ongoing.** Contributing to data analysis, GIS production, and team coordination behind this comprehensive review and plan for parking in one of America's great historic districts and destinations.

Michael R. King

Principal



Michael King plans, draws, designs and writes about complete and sustainable streets and networks. His 20+ year career has arced from traffic calming in New York City, to protected bicycle lanes along BRT routes in Guangzhou, to pedestrian safety in Mexico City, to the USDOT Safe Routes to School Task Force, to shared streets in Santa Monica, to Real Intersection Design workshops, to street design in Abu Dhabi, to road diets in St. Louis, to Complete Streets Chicago, to NACTO's Urban Street Design Guide, to tactical urbanism in Rio de Janeiro. In 2013, Michael was awarded the APBP Private Sector Professional of the Year.

EDUCATION

Master of Architecture, Columbia University, New York City, NY, 1992
Bachelor of Arts, Architecture, Washington University, St. Louis, MO, 1987
Washington University, Urban Design Studio, Barcelona, Spain, 1987

EXPERIENCE

Nelson\Nygaard Consulting Associates Inc.
Principal 2004–Present

DESIGNED, PLANNED, STUDIED, ANALYZED

- Ann Arbor Street Design Framework Plan, 2015 - project advisor
- Promoting Socially Sustainable Transport through Improving Nonmotorized Transport in Vientiane (Laos), Medan (Indonesia) and Davao (Philippines), Asian Development Bank, 2015 - designer and technical advisor
- Temple University Landscape Master Plan and Traffic Analysis, Philadelphia PA, 2014 - project team
- Traffic Circulation and Gateways to the City's Downtown, New Rochelle NY, 2014 - project manager
- Spring Street 2-way Conversion, Ossining NY, 2013 - project manager
- New Haven Bicycle and Pedestrian Gap Analysis, New Haven CT, 2009– project principal
- Bus Rapid Transit non-motorized access planning, Asian Development Bank, Yichang (China), 2012 – project team
- Regional Transportation Strategy, TransLink, Vancouver BC, 2012 – project team
- Minnesota Avenue Redesign, Washington DC, 2012 – project team
- Farragut Square Pedestrian Safety and Access Study, Washington DC, 2011 – project principal
- Fifth Ward Bicycle and Pedestrian Conceptual Plan, Houston TX, 2011– project principal
- Bus Rapid Transit station area planning, Asian Development Bank, Ulanbaatar (Mongolia), 2011 – project team
- Route 34 Road Diet, New Haven CT, 2011 - technical advisor
- Improvement of Pedestrian Safety and Movement in Al Ain (UAE), 2011 – technical project manager
- Manchester Road Corridor Master Plan, St Louis MO, 2011 – project team
- State of Rio de Janeiro (Brasil) Non-motorized Transportation Master Plan, 2011 – project team
- Pedestrian Safety at Bus Stops Study, North Jersey Transportation Planning Authority, 2011 - principal in charge
- World Bank Low-Carbon Urban Transport Initiative, Wuhan (China), 2011 – project team

Joel F. Mann, AICP

Associate



Joel is a planner with 10 years of experience in transportation planning and transportation-focused contributions to development codes, comprehensive plans and community master plans. His career pursuits have grown from an intersection of personal passions and commitments, including bicycle and pedestrian mobility, transit systems as key layers of a community's civic infrastructure, and use of public resources to provide the best possible returns for citizens and their quality of life. Joel has worked both as a master planner for private land developers and as a corridor and transportation planner primarily for public agencies. He has developed expertise in bicycle and pedestrian planning, transportation policy, and street design and has applied this to jurisdiction-wide transportation policies and plans, small-area sector plans and corridor studies, and implementation programs for developing, funding, and advancing capital projects.

EDUCATION

Master of Regional Planning, University of North Carolina at Chapel Hill, 2003
B.A., Urban Studies, New College of Florida, 2001

EXPERIENCE

Nelson\Nygaard Consulting Associates Inc.
Associate, 2013–Present

SELECTED PROJECT EXPERIENCE

Comprehensive Transportation Plans

- **Connect Atlanta Plan, Atlanta, GA.** The City of Atlanta's first-ever modern comprehensive transportation plan, which focused on accommodating urban growth through improved connectivity, walkability and transit investment. Joel was the lead project planner on this effort and developed the plan's bicycle route framework, resulting in many of the Core Connection bicycle routes currently being advanced in Atlanta today. He was also closely involved in identifying recommended capital projects and developing plan policies.
- **Omaha Transportation Plan, Omaha, NE.** The city's first coordinated planning effort for transportation projects and policies, this plan coordinated with parallel citywide efforts to minimize environmental footprint and encourage reinvestment in the central city. Joel developed project ideas for bicycle and pedestrian connectivity and led the prioritization of projects for plan implementation.

Transportation Support for Sector Plans and Development Master Plans

- **Downtown Lowell Master Plan, Lowell, MA.** Led a series of redevelopment opportunities and public realm enhancements that were considered with regard to added vehicle trips, changes to traffic flow and circulation, street capacity and traffic signal timing and design.
- **Rockville Pike Neighborhood Plan, Rockville, MD.** Joel contributed to this vision-led redevelopment plan for a maturing suburban commercial corridor by coordinating transportation impact analysis and recommendations for enhanced street network, safety-based bicycle and pedestrian improvements.
- **Livable Claiborne Communities Plan, New Orleans, LA.** Senior Planner for this plan that explored potential transportation futures for a principal thoroughfare corridor in New Orleans, Louisiana and linking these futures to economic and community development opportunities.

RON PETRIE, PE

Public Involvement; Roadway Design

Ron Petrie is a senior project manager with 24 years of engineering experience. His responsibilities include managing the local government transportation team, which involves team member management, project quality control, and client representation at public meetings. His previous experience includes serving as the City of Fayetteville's City Engineer, managing a staff of 22 employees with an operating budget of \$1.2 million and an average yearly capital improvement budget of \$10.2 million for transportation, drainage, and water and sewer infrastructure improvements. His responsibilities included representing engineering issues at the council, street committee, and water and sewer committee meetings as well as to the public and local media.

Ron interpreted and enforced drainage regulations and drainage criteria for the installation of public drainage systems by private developers, managed FEMA floodplain regulations within City limits, and administered NPDES MS4 Phase II Stormwater permit acquisition and Stormwater Nutrient Reduction Plan creation. Ron's responsibilities also included supervising the City trails coordinator position that provided design, land acquisition, and construction management of an average of four miles of multi-use trails per year, including portions of Scull Creek Trail, Frisco Trail, Lake Fayetteville Trail, Hamstring Creek Trail, Clabber Creek Trail, Town Branch Creek Trail, and the St. Paul Trail.

Education

Bachelor of Science in
Civil Engineering

Professional Registrations

Professional Engineer
AR, 9113
OK, 24233

Affiliations

American Public Works
Association

Arkansas Society of
Professional Engineers

The Arkansas Academy of Civil
Engineering

Fayetteville Comprehensive Transportation Plan, Fayetteville, Arkansas

City engineer during the development and implementation of the Comprehensive Transportation Plan, resulting in an actionable Capital Improvements plan for short and long-term improvements. The plan also provided policy recommendations that resulted in implementation of a city-wide traffic calming program. Responsibilities included management of the consultant, assistance in data collection, and presenting the study findings at public meetings. Responsibilities for implementation of the plan included developing the transportation bond program for constructing all identified short-term improvements.

Cato Springs Road, Fayetteville, Arkansas

Senior project manager responsible for supervising the project design team providing roadway widening and reconstruction improvements. This project also included designing water/sewer line relocations and coordinating with all franchise utilities to accommodate the improvements. Utility coordination included holding joint meetings with all affected utilities at the conceptual, preliminary, and final stages of design; developing a relocation corridor; and preparing a general utility easement for the corridor.

Mount Comfort Road, Fayetteville, Arkansas

City engineer responsible for developing the project scope and cost estimates and managing the City's staff and the consulting firm (Garver) as well as the design, surveying, and construction phase services. Responsibilities also included serving as a representative for engineering issues at the public involvement meetings, city council, and street committee meetings.

JEFF WEBB, PE

Roadway Design

Jeff Webb is a transportation engineer with 15 years of engineering experience. Jeff's responsibilities include project design, coordination, review, cost estimation, and oversight. His project experience includes new and reconstructed roadway, drainage, site, airport, water, and wastewater design.

Education

Bachelor of Science in
Civil Engineering

Professional Registrations

Professional Engineer
AR, 12051

Jeff has served as interim city engineer and staff engineer for cities in Arkansas and Texas and has worked on major projects involving numerous city street and drainage improvements. Jeff also leads a team that manages Garver's CAD standards, including development and implementation of best practices and new procedures to automate or improve work flows. Jeff is also responsible company-wide maintenance and implementation of Newforma, a software-based project management tool.

Cato Springs Road, Fayetteville, Arkansas

Transportation engineer responsible for the conceptual design phase of this project. Responsibilities included reviewing all horizontal/vertical geometry, grading, and major drainage.

Johnson Road, Springdale, Arkansas

Transportation engineer responsible for overseeing the design of the roadway and drainage improvements, creek channelization and box culvert crossings, and sidewalk and multi-purpose trail provisions. Responsibilities also included developing technical specifications and contract documents; coordinating with the City of Springdale, utility companies, and state and local review agencies; and overseeing the bidding and construction phases.

26th Street, Rogers, Arkansas

Transportation engineer responsible for developing the final plans. Responsibilities included setting horizontal and vertical alignments; overseeing drainage calculations and storm drainage design, pavement markings, and utility relocations; developing technical specifications and construction cost estimates; and coordinating with utilities.

26th Street Multi-Use Trail, Rogers, Arkansas

Transportation engineer responsible for designing and converting a 5-foot sidewalk to an 8-foot trail during the construction of the 26th Street improvements, including the design of grading and drainage to accommodate the trail, coordination and checking for conflicts with utility companies, checking for additional need for right-of-way and easements, and coordination with the City of Rogers.

McClure Avenue, Lowell, Arkansas

Transportation engineer responsible for overseeing the design of street and drainage improvements, including coordination with the owner and geotechnical engineer.

NICCI TINER, PE, PTOE

Traffic Analysis/Design

Nicci Tiner is a senior project manager who is responsible for managing Garver's Traffic Team. She has 26 years of engineering experience. Her project experience includes traffic signal design; planning studies to determine existing and future needs for cities and to prioritize improvement projects for short, mid, and long term; traffic studies that include intersection analysis, weave capacity, trip generation, interchange justification analysis, and signal warrant analysis; and maintenance of traffic plans for bridge, interstate, highway, and urban street construction.

Cato Springs Road, Fayetteville, Arkansas

Lead traffic engineer responsible for a traffic study at the intersections of Cato Springs Road at Razorback Road and at School Avenue. The objective of the study was to evaluate the need for traffic signals at the two intersections and to recommend geometric improvements at the intersections.

Mount Comfort Road, Fayetteville, Arkansas

Lead traffic engineer responsible for the traffic study for six intersections and the signalization plans for four intersections. The study included trip generation calculations, geometric analyses, and signal warrant analyses.

Norman Comprehensive Transportation Plan, Norman, Oklahoma

Senior project manager responsible for reviewing the existing conditions with regard to the adequacy of the roadway system, traffic signal system, sidewalks, and parking within the City of Norman.

Bentonville City-Wide Traffic Study, Bentonville, Arkansas

Project manager responsible for a city-wide traffic study in Bentonville. The study included evaluating city standards, performing a preliminary analysis to identify 14 intersection projects, performing a detailed analysis of these 14 intersections, and providing recommendations for future long-term corridor projects. Additional duties included presenting the results of the study to the Planning Commission and the City Council.

Program Manager for AHTD Connecting Arkansas Program, Statewide, Arkansas

Lead traffic engineer responsible for traffic forecasting for all projects. Additional responsibilities include overseeing the review of IARs from other consultants and review of signal and signing plans.

Education

Bachelor of Science in
Civil Engineering

Professional Registrations

Professional Engineer
AR, 8141
MS, 15025
TX, 97087
MO, 2008025196
TN, 106896
OK, 20572
KS, 16904
AL, 24001

Professional Traffic Operations
Engineer, 520

Affiliations

Deep South Institute of
Transportation Engineers

Institute of Transportation
Engineers

Missouri Valley Institute of
Transportation Engineers,
President, 2004 - 2005

Oklahoma Transportation
Engineers Association

West Little Rock Rotary Club

RESOLUTION NO. 221-13

A RESOLUTION TO EXPRESS THE INTENT OF THE CITY COUNCIL TO
FUND A TRANSPORTATION PLAN IN THE AMOUNT OF \$250,000.00 TO
\$500,000.00

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

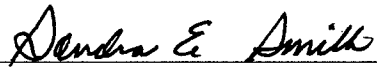
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses
its intent to fund a Transportation Plan in the amount of \$250,000.00 to \$500,000.00.

PASSED and APPROVED this 5th day of November 2013.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



City of Fayetteville Staff Review Form

Tentative Agenda
March 8, 2016
Page 295 of 342

**City Council Agenda Items
and
Contracts, Leases or Agreements**

11/5/2013

City Council Meeting Date
Agenda Items Only

Peter Nierengarten

Submitted By

Division

Sustainability & Strategic Planning

Department

Action Required:

The purpose of this resolution is to express intent to fund a Transportation Plan for Fayetteville in the amount of approximately \$250,000 – \$500,000.

N/A

Cost of this request

N/A

Category / Project Budget

N/A

Program Category / Project Name

N/A

Account Number

N/A

Funds Used to Date

N/A

Program / Project Category Name

N/A

Project Number

N/A

Remaining Balance

N/A

Fund Name

Budgeted Item

Budget Adjustment Attached

Department Director

Date

Previous Ordinance or Resolution #

Original Contract Date:

Original Contract Number:

City Attorney

Date

Finance and Internal Services Director

Date

Received in City Clerk's Office

Chief of Staff

Date

Received in Mayor's Office

Mayor

Date

Comments:

CITY COUNCIL AGENDA MEMO

To: Mayor Lioneld Jordan

Thru: Don Marr, Chief of Staff

CC: Jeremy Pate, Development Services Director
Chris Brown, City Engineer *CB*
Paul Becker, Finance Director *PB*

From: Peter Nierengarten, Sustainability & Strategic Planning Director *PN*

Date: October 18, 2013

Subject: Fayetteville Transportation Plan

PURPOSE

The purpose of this resolution is to express intent to fund a Transportation Plan for Fayetteville in the amount of approximately \$250,000 – \$500,000. This plan would be developed in partnership with the University of Arkansas.

BACKGROUND

In 2003 the City of Fayetteville contracted with Bucher, Willis & Ratliff (BWR) in the amount of \$222,382 to conduct a Citywide Traffic and Transportation Study. This study included the development of master street plan cross-sections, multi-modal transportation policies, a traffic calming policy, an access management policy, a development assessment policy, a smart growth policy, traffic analysis and project costs and prioritization. Recommendations from this study have helped guide three phases of transportation bonds for street improvements in Fayetteville. The third phase of the transportation bonds are planned to be issued in the fourth quarter of 2013.

In 2005 the University of Arkansas contracted with Martin, Alexiou & Bryson in the amount of \$520,000 to develop a Campus Transportation Plan. The University's Plan included a parking plan, a travel demand management plan, recommendations for all modes of transportation (transit, walking, biking and automobiles) and recommended improvements to streets. The University of Arkansas is currently developing a Request for Qualifications for a consultant to update their 2005 Campus Transportation Plan, develop and implement transportation policies, analyze parking fees, site their next parking garage and recommend locations for park and ride facilities.

Recognizing the impact that the University of Arkansas has on transportation within Fayetteville, there would be benefits and efficiencies if the University and City Transportation plans were well coordinated. Consulting services should address similar scope items and require coordinating and collaboration on items such as transit, data collection and parking. This arrangement would be spelled in each organization's respective consultant contract.

Considering the direct link between transportation and land use in cities, a new or updated Transportation Plan for the City of Fayetteville should serve the land use goals in City Plan 2030. A plan with an emphasis on transit and active transportation (walking and bicycling) would empower the City to realize the six goals of City Plan 2030. In addition this plan could serve as a blue print for future transportation bond funding.

RECOMMENDATION

Approve a resolution of intent to fund a \$250,000 – 500,000 Fayetteville Transportation Plan. The scope for the City's Transportation Plan could include:

- An update of the 2003 BWR Traffic and Transportation Study
- Review of Pedestrian/Bicycle Limitations and Recommendations for Safety Improvements
- Public Participation
- Transit Route Recommendations
- Recommendations for Transit Center Locations
- Identification and prioritization of Transit Oriented Development (TOD) Opportunities
- Identification and prioritization of Redevelopment Opportunities Thoroughfares
- The development of a Complete Streets Policy
- A review of Minimum Street Standards and Master Street Plan Cross Sections and Traffic Calming Policy
- The develop of congestion management strategies/policies and Bond Funding Prioritization

The detailed scope and budget for the project would be negotiated with the selected consultant and the completion of the RFP process.

BUDGET IMPACT

Approximately \$250,000 of leftover funds from recently completed street projects is currently available in the Sales Tax Capital Fund. If the cost of the project exceeds \$250,000, additional funding could be provided from the Street Right of Way/Intersection/Cost Sharing project within the Sales Tax fund or from other sources.

RESOLUTION NO. _____

A RESOLUTION TO EXPRESS THE INTENT OF THE CITY COUNCIL TO
FUND A TRANSPORTATION PLAN IN THE AMOUNT OF \$250,000.00 TO
\$500,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby expresses
its intent to fund a Transportation Plan in the amount of \$250,000.00 to \$500,000.00.

PASSED and **APPROVED** this 5th day of November 2013.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer

Tentative Agenda
March 8, 2016
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City of Fayetteville, Arkansas

Tentative Agenda
March 8, 2016
Page 10 of 342
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0101

Agenda Date: 3/15/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 2

RZN 16-5310: (1564 E. HUNTSVILLE RD./ZWEIG PROPERTIES):

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5310 FOR APPROXIMATELY 0.46 ACRES LOCATED AT 1564 EAST HUNTSVILLE ROAD FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE 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 RSF-4, Residential Single Family, 4 Units Per Acre 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

2016-0101

Legistar File ID

3/15/2016

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

Jeremy Pate

2/26/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN 16-5310: Rezone (1564 E. HUNTSVILLE RD./ZWEIG PROPERTIES, 526): Submitted by ALAN REID AND ASSOCIATES, INC. for property at 1564 E. HUNTSVILLE RD. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.46 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 15, 2016

TO: Mayor, Fayetteville City Council

FROM: Quin Thompson, Current Planner

THRU: Andrew Garner, Planning Director

DATE: February 26, 2016

SUBJECT: **RZN 16-5310: Rezone (1564 E. HUNTSVILLE RD./ZWEIG PROPERTIES, 526):** Submitted by ALAN REID AND ASSOCIATES, INC. for property at 1564 E. HUNTSVILLE RD. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.46 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

The Planning Commission and staff recommend approval of an ordinance to rezone the property to CS, COMMUNITY SERVICES as shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is a 0.46 acre parcel located on the northeast corner of Sherman Avenue and Huntsville Road. The parcel is currently zoned RSF-4. The property is developed with a concrete block building of 6,910 square feet. Staff believes that the property has been in commercial/business use since construction in 1965.

Land Use Compatibility: The property has been used for commercial purposes since it was constructed in 1965. The immediate area is largely comprised of single-family neighborhood with some limited multi-family development to the south and increased commercial activity to the east nearer the intersection of Huntsville and Happy Hollow Roads. The commercial/non-residential use of this property has been an established part of the character of the neighborhood for over 50 years. This rezoning would bring the property into compliance with its historic use. It would also allow the building to be renovated or the property redeveloped for small-scale non-residential or mixed use that could serve the neighborhood and provide missing middle housing in the core of the city. The small size of the parcel and its corner location on a connecting corridor make it a compatible location for the proposed zoning.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) which designates the subject and surrounding properties as Residential Neighborhood Area. One of the primary tenants of City Plan 2030 is for the City to make zoning decisions that help create complete neighborhoods. A complete neighborhood should provide a mix of uses and housing types where residents can live, work, and play all in the same neighborhood. This policy is embedded in the description of Residential Neighborhood Areas by indicating that non-residential services should be encouraged to serve the surrounding neighborhood on corners and

along connecting corridors. This request fully meets this intent to help create a complete neighborhood.

Finally, Goal 1.d. in City Plan 2030 indicates that we are to “*Promote densest development around logical future transit stops*”. The subject property is within a five minute walk of an existing transit stop to the west in front of the Seven Hills Shelter on Huntsville. This rezoning would allow increased density in an area where existing and future transit stops are anticipated on a busy Collector Street connecting east Fayetteville to downtown. Increased density in the realm of at least 8 units/acre is needed to make transit a viable long-term option.

DISCUSSION:

On February 22, 2016 the Planning Commission forwarded this item as recommended by staff to the City Council with a recommendation for approval by a vote of 9-0-0.

BUDGET/STAFF IMPACT:

N/A

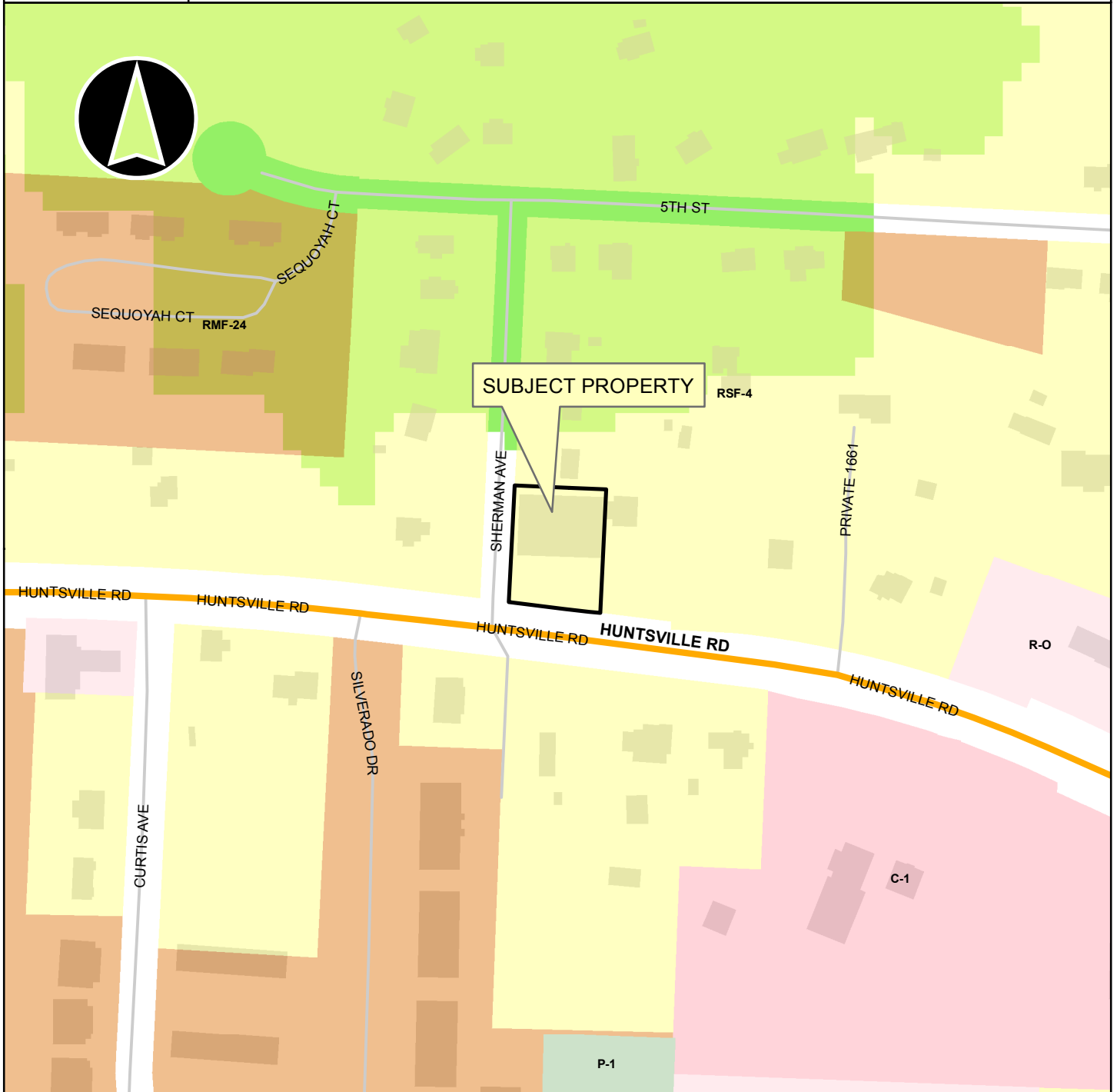
Attachments:

- Exhibit A
- Exhibit B
- Application
- Planning Commission Staff Report

RZN 16-5310

Close Up View

ZWEIG PROPERTIES



Legend

- RZN16-5310
- Fayetteville City Limits
- Footprints 2010
- Design Overlay District
- Planning Area

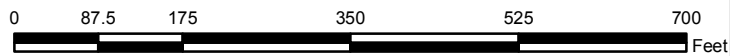


EXHIBIT 'B'
16-5310

Legal Description

Tract 3: Lot 9 and the West 50 feet of Lot 10 in Block 3, Green Hills Subdivision, to the City of Fayetteville, Washington County, Arkansas, as shown on Plat Record "3" at Page 334.

REZONING

FOR STAFF USE ONLY

Date Application Submitted:

Date Accepted as Complete:

Case / Appeal Number:

Public Hearing Date:

FEE: \$325.00**Sign Fee: \$5.00**

S-T-R:

PP#:

Zone:

Please fill out this form completely, supplying all necessary information and documentation to support your request.
Your application will not be placed on the Planning Commission agenda until this information is furnished.

Application:

Indicate one contact person for this request: _____ Applicant X Representative

Applicant (person making request):Name: MARK ZWEIF, LLCAddress: P.O. Box 1068
FAYETTEVILLE, AR
72702

E-mail: _____

Phone: _____
() _____
() _____Fax: _____
() _____**Representative (engineer, surveyor, realtor, etc.):**Name: ALAN REIDAddress: 118 S. COLLEGE AVE
FAYETTEVILLE, AR
72701E-mail: ara.surveying@esbglobal.netPhone: _____
(479) 444 8784
() _____Fax: _____
() _____Site Address / Location: 1564 E. HUNTSVILLE ROADCurrent Zoning District: RSF-4 Requested Zoning District: CSAssessor's Parcel Number(s) for subject property: 765-05930-000**FINANCIAL INTERESTS**

The following entities and / or people have financial interest in this project:

FIRST WESTERN BANK

APPLICANT / REPRESENTATIVE: I certify under penalty of perjury that the foregoing statements and answers herein made all data, information, and evidence herewith submitted are in all respects, to the best of my knowledge and belief, true and correct. I understand that submittal of incorrect or false information is grounds for invalidation of application completeness, determination, or approval. I understand that the City might not approve what I am applying for, or might set conditions on approval.

Name (printed): ALAN DEID (REP) MARK ZWEIL, INC. Date: 1/12/16
Signature: [Signature]

PROPERTY OWNER(S) / AUTHORIZED AGENT: I/we certify under penalty of perjury that I am/we are the owner(s) of the property that is the subject of this application and that I/we have read this application and consent to its filing. (If signed by the authorized agent, a letter from each property owner must be provided indicating that the agent is authorized to act on his/her behalf.)

Property Owners of Record (attach additional info if necessary):

Name (printed): LANOUSTAYLOR / FIRST WESTERN BANK Address: 401 N WALNUT
Signature: _____ ROGERS, AZ
Date: 1/14/16 Phone: (419) 936-2000

Name (printed): _____ Address: _____
Signature: _____
Date: _____ Phone: () _____

Rezoning Checklist:

Attach the following items to this application:

- (1) Payment in full of applicable fees for processing the application:
\$325.00 application fee
\$5.00 public notification sign fee
- (2) A legal description of the property to be rezoned. A survey may be required if the property description can not accurately be platted or if it is described by referring to other deeds.
- (3) CD containing a copy of the legal description in MS Word and all required submittal items should be also included on the CD in PDF format.
- (4) A copy of the county parcel map from the Washington County Assessor's office or from the Washington County website (www.co.washington.ar.us). The subject property and all adjacent parcels should be identified on this parcel map. The owner's name, official mailing address, and the parcel number for every adjacent property shall be shown on this map.

PLANNING COMMISSION MEMO

TO: City of Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Quin Thompson, Current Planner

MEETING DATE: ~~February 22, 2016~~ **UPDATED FEBRUARY 24, 2016**

SUBJECT: **RZN 16-5310: Rezone (1564 E. HUNTSVILLE RD./ZWEIG PROPERTIES, 526):** Submitted by ALAN REID AND ASSOCIATES, INC. for property at 1564 E. HUNTSVILLE RD. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.46 acres. The request is to rezone the property to CS, COMMUNITY SERVICES.

RECOMMENDATION:

Staff recommends forwarding **RZN 16-5310** with a recommendation for approval based upon the findings herein.

BACKGROUND:

The subject property is a 0.46 acre parcel located on the northeast corner of Sherman Avenue and Huntsville Road. The parcel is currently zoned RSF-4. The property is developed with a concrete block building of 6,910 square feet. Staff believes that the property has been in commercial/business use since construction in 1965.

Surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction from Site	Land Use	Zoning
North	Single-family Residential	RSF-4, Residential Single-Family
South	Two-family Residential	RSF-4, Residential Single-Family/RMF-24, Residential Multi-family
East	Single-family Residential	RSF-4, Residential Single-Family/RMF-12, Residential Multi-family
West	Single-family Residential	RSF-4, Residential Single-Family

Request: The request is to rezone the property from RSF-4 to CS, in order to bring the existing historic uses into compliance with zoning code.

Public Comment: Staff has received no public comment.

INFRASTRUCTURE:

Streets: The subject parcel has access to East Huntsville Road, a collector street. The southern side of the street is fully improved with sidewalk, curb/gutter, and storm drainage. The subject parcel's frontage is unimproved. Any further street improvements would be determined at time of development.

Water: Public water is available to the site. An 8" water main runs along the parcel frontage in East Huntsville Road.

Sewer: Public sewer is available to the site. A 6" sewer main runs through the subject parcel in a utility easement.

Drainage: Any additional improvements or requirements for drainage would be determined at time of development. No portions of this parcel lie within the FEMA designated 100-yr floodplain. No protected streams are present on this parcel. No portion of this parcel lies within the HHOD, however GIS does indicate some areas of 15% or greater slope.

Fire: The Fire Department did not express any concerns with the request.

Police: The Police Department did not express any concerns with this request.

CITY PLAN 2025 FUTURE LAND USE PLAN: *City Plan 2030 Future Land Use Plan designates the property within the proposed rezone as **Residential Neighborhood Area**.*

Residential Neighborhood Areas are primarily residential in nature and support a variety of housing types of appropriate scale and context, including single family, multifamily and row-houses. Residential Neighborhood encourages highly connected, compact blocks with gridded street patterns and reduced setbacks. It also encourages traditional neighborhood development that incorporates low-intensity non-residential uses intended to serve the surrounding neighborhood, such as retail and offices, on corners and along connecting corridors. This designation recognizes existing conventional subdivision developments which may have large blocks with conventional setbacks and development patterns that respond to features in the natural environment.

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:** The property has been developed with a building that appears to have been used for commercial purposes since it was constructed in 1965. The immediate area is largely comprised of single-family neighborhood with some limited multi-family development to the south and increased commercial activity to the east nearer the intersection of Huntsville and Happy Hollow Roads. The commercial/non-residential use of this property has been an established part of the character of the neighborhood for over 50 years. This rezoning would bring the property into compliance with its historic use. It would also allow the building to be

renovated or the property redeveloped for small-scale non-residential or mixed use that could serve the neighborhood and provide missing middle housing in the core of the city. The small size of the parcel and its corner location on a connecting corridor make it a compatible location for the proposed zoning.

Land Use Plan Analysis: The proposed zoning is compatible with the Future Land Use Map (FLUM) which designates the subject and surrounding properties as Residential Neighborhood Area. One of the primary tenants of City Plan 2030 is for the City to make zoning decisions that help create complete neighborhoods. A complete neighborhood should provide a mix of uses and housing types where residents can live, work, and play all in the same neighborhood. This policy is embedded in the description of Residential Neighborhood Areas by indicating that non-residential services should be encouraged to serve the surrounding neighborhood on corners and along connecting corridors. This request fully meets this intent to help create a complete neighborhood.

Finally, Goal 1.d. in City Plan 2030 indicates that we are to *“Promote densest development around logical future transit stops”*. The subject property is within a five minute walk of an existing transit stop to the west in front of the Seven Hills Shelter on Huntsville. This rezoning would allow increased density in an area where existing and future transit stops are anticipated on a busy Collector Street connecting east Fayetteville to downtown. Increased density in the realm of at least 8 units/acre is needed to make transit a viable long-term option.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The applicant has requested the zoning change in order to bring the use of the building into conformance with the zoning code. The building is a concrete block commercial property, and to staff knowledge has never been used in a residential capacity. Under the proposed zoning, the property would allow a variety of uses, from single- to multi-family residential, mixed-use, and commercial.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The site has access to Huntsville Road, partially improved ‘Collector’ street, and Sherman Avenue, an unimproved ‘Local’ street. The proposed zone is neither likely to increase traffic on this or nearby properties, nor have significant negative impact on safety and congestion in the area, both due to the small size of the parcel and commercial nature of uses on this property in the previous decades without issue as far as staff is aware.

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 0.46 acre property from RSF-4 to CS would not likely alter future population density and should not undesirably affect load on public services. The property is developed with a commercial building, and have been used in that capacity for a number of years. The Police and Fire Departments have expressed no objections to the proposal.

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: Staff recommends forwarding RZN 16-5310 to the City Council with a recommendation for approval based on the findings discussed throughout this report.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>February 22, 2016</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: CHESSER, FORWARD W/ RECOMMENDATION FOR APPROVAL			
Second: SELBY			
Vote: 9-0-0			
CITY COUNCIL ACTION:		Required	<u>YES</u>
Date: <u>March 15, 2016</u>	☐ Approved	☐ Denied	

BUDGET/STAFF IMPACT:

None

Attachments:

- Unified Development Code sections 161.19 & 161.07
- Request letter
- Applicant's rezone exhibit
- One Mile Map, Close-Up Map, Current Land Use Map, Future Land Use Map

161.07 District RSF-4, Residential Single-Family – Four 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

(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 12	Limited business
Unit 24	Home occupations
Unit 36	Wireless communications facilities
Unit 44	Cottage Housing Development

(C) *Density.*

	Single-family dwellings	Two-family dwellings
Units per acre	4 or less	7 or less

(D) *Bulk and area regulations.*

	Single-family dwellings	Two-family dwellings
Lot minimum width	70 ft.	80 ft.
Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.
Hillside Overlay District Lot minimum width	60 ft.	70 ft.
Hillside Overlay District Lot area minimum	8,000 sq. ft.	12,000 sq.-ft.
Land area per dwelling unit	8,000 sq. ft.	6,000 sq. ft.

(E) *Setback requirements.*

Front	Side	Rear
-------	------	------

15 ft.	5 ft.	15 ft.
--------	-------	--------

(F) *Building height regulations.*

Building Height Maximum	45 ft.
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Height regulations. Structures in this District are limited to a building height of 45 feet. Existing structures that exceed 45 feet in height shall be grandfathered in, and not considered nonconforming uses, (ord. # 4858).

(G) *Building area.* On any lot the area occupied by all buildings shall not exceed 40% of the total area of such lot.

(Code 1991, §160.031; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. 4858, 4-18-06; Ord. 5028, 6-19-07; Ord. 5128, 4-15-08; Ord. 5224, 3-3-09; Ord. 5312, 4-20-10; Ord. 5462, 12-6-11)

CITY OF FAYETTEVILLE UNIFIED DEVELOPMENT CODE

161.19 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-family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 18	Gasoline service stations and drive-in/drive through restaurants
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 44	Cottage Housing Development

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 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 40	Sidewalk Cafes
Unit 42	Clean technologies

(C) *Density. None*

(D) *Bulk and area regulations.*

(1) *Lot width minimum.*

Dwelling	18 ft.
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	56 ft.
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(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. 5312, 4-20-10; Ord. 5339, 8-3-10; Ord. 5462, 12-6-11; Ord. 5592, 6-18-13; Ord. 5664, 2-18-14)



Alan Reid
& ASSOCIATES
PROFESSIONAL
LAND
SURVEYORS

January 11, 2016

City of Fayetteville
125 West Mountain Street
Fayetteville, Arkansas 72701

Re: Rezoning Request
1564 E. Huntsville Road

Dear Planners:

On behalf of my clients, Mark Zweig Inc., applicant, and First Western Bank, owner, I am submitting for your review, a rezoning request on property located at 1564 E. Huntsville Road. The property is currently zoned RSF-4. A conditional use permit has allowed the property to be utilized as a commercial enterprise. My client wishes to rezone the property to Community Services (CS).

Current Owner: First Western Bank, 401 W. Walnut, Rogers, AR 72756

The reason for this request is to allow the owner to continue the commercial use but in a much broader set of circumstances.

As the property is already developed and its use has been commercial, the owner sees no new impact on use, traffic, appearance or signage.

Water and sewer presently serve the existing structure.

My client feels that the rezoning is justified as the current building and use is commercial in nature.

My client feels that removing the present conditional use permit and rezoning to a commercial status will not have an appreciable increase on traffic and/or congestion.

The property is situated on a corner lot with access to Huntsville Road along the South boundary and Sherman Avenue along the West boundary. Traffic will not have to flow through a residential neighborhood to access this property.

Due to the size of the property, there should not be an undesirable increase to public services or population density.

The current building is situated in a residential zoning area. It was not built as a residence but as a commercial business. The property is located in an area which contains other commercial properties situated on either side of Huntsville Road.

Respectfully,

A handwritten signature in dark ink, appearing to read 'Alan Reid'.

Alan Reid
Professional Land Surveyor



RZN 16-5310	ZWEIG PROPERTIES
Current Land Use	



Legend <i>Overview</i> RZN16-5310 Fayetteville City Limits Footprints 2010 Design Overlay District Planning Area		Planning Commission February 22, 2016 Agenda Item 10 16-5310 Zweig Properties Page 11 of 11
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City of Fayetteville, Arkansas

Tentative Agenda
March 8, 2016
Page 19 of 342
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0107

Agenda Date: 3/15/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 3

ADM 16-5319 (UDC CHAPTERS 166,172,177 AMENDMENTS):

AN ORDINANCE TO AMEND § 166.24 **NONRESIDENTIAL DESIGN STANDARDS**, § 172.04 **PARKING LOT DESIGN STANDARDS**, § 177.04 **SITE DEVELOPMENT AND PARKING LOT LANDSCAPE STANDARDS** AND § 177.05 **STREET TREE PLANTING STANDARDS** OF THE UNIFIED DEVELOPMENT CODE

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 § 166.24 **Nonresidential Design Standards** of the Unified Development Code (E) *Pedestrian oriented elements* by repealing it in its entirety and enacting a replacement (E) as shown on Exhibit (A).

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends § 172.04 **Parking Lot Design Standards** of the Unified Development Code by enacting a new (C) (4) as shown below:

“(4) In Urban Zoning Districts that specify urban form (i.e., a build-to zone) the intent is for drive-thru lanes, parking lot drive aisles, and parking spaces to be located to the side or rear of buildings. In Urban Zoning Districts, a drive-thru lane, parking lot drive aisle, or parking spaces are not permitted to be located in the front yard directly between a building and the Master Street Plan right-of-way.”

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends § 177.04 **Site Development and Parking Lot Landscape Standards** of the Unified Development Code by repealing (D) in its entirety and enacting a replacement (D) *Perimeter landscaping requirement* as shown on Exhibit (B).

Section 4. That the City Council of the City of Fayetteville, Arkansas hereby amends § 177.05 **Street Tree Planting Standards** of the Unified Development Code by renumbering (2) (a) to (2) (b) and enacting a replacement (2) (a) as shown below:

“(a) Street trees are intended to be planted in a greenspace strip between the curb and sidewalk or in urban tree wells in accordance with the Master Street Plan. The intent of the street tree planting location is to shade the sidewalk, provide a barrier between vehicles on the street and pedestrians, increase motorized traffic and pedestrian safety, and spatially frame the street. Existing trees within the build-to-zone shall be counted towards the required number of street trees. When there is not adequate greenspace between the curb and sidewalk and urban tree wells are not appropriate, or there are utilities

or other structural conflicts in the greenspace strip between the curb and sidewalk, the Urban Forester may permit street trees in greenspace behind the sidewalk and on private property.”

Section 5. That the City Council of the City of Fayetteville, Arkansas hereby amends § 177.05 (A) (3) by repealing its first sentence and replacing it with the following: “The Street Planting Plans for development in Urban Zoning Districts may utilize an urban streetscape at least eight feet wide from curb to building” and amends § 177.05 (A) (3) (g) by repealing it in its entirety and enacting a replacement (g) with the following: “(g) Development applications approved for the use of Urban Tree Wells shall not be required to provide additional perimeter landscaped area between the Master Street Plan right-of-way and building, as described further under the Perimeter Landscaping Requirements.”

City of Fayetteville Staff Review Form

2016-0107

Legistar File ID

3/15/2016

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Andrew Garner

2/25/2016

City Planning /
Development Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM 16-5319 Administrative Item (UDC CHAPTERS 166,172,177 AMENDMENTS): Submitted by ALDERMAN MATTHEW PETTY AND CITY STAFF for an ordinance to amend UDC Chapters 166.24, Non-residential Design Standards, 172.04, Parking Lot Design Standards, and various sections within Chapter 177, Landscape Regulations of the Fayetteville City Code to allow developments to build pedestrian-oriented frontages in certain circumstances, to clarify street tree planting requirements, and to clarify the parking lot design standards in urban zoning districts.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	No	Item Cost	
Budget Adjustment Attached?	NA	Budget Adjustment	
		Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:

CITY COUNCIL AGENDA MEMO

MEETING OF MARCH 15, 2016

TO: Fayetteville City Council

FROM: Andrew Garner, City Planning Director

DATE: February 24, 2016

SUBJECT: **ADM 16-5319 Administrative Item (UDC CHAPTERS 166,172,177 AMENDMENTS):** Submitted by ALDERMAN MATTHEW PETTY AND CITY STAFF for an ordinance to amend UDC Chapters 166.24, Non-residential Design Standards, 172.04, Parking Lot Design Standards, and various sections within Chapter 177, Landscape Regulations of the Fayetteville City Code to allow developments to build pedestrian-oriented frontages in certain circumstances, to clarify street tree planting requirements, and to clarify the parking lot design standards in urban zoning districts.

RECOMMENDATION:

The Planning Commission and staff recommend approval to amend UDC Sections 166.24, 172.04 and various sections within Chapter 177.

BACKGROUND:

Alderman Matthew Petty recently discussed with City staff a desire to clarify the street tree and greenspace requirement for urban projects in the Fayetteville Unified Development Code (UDC). After an internal meeting with Urban Forestry and City Planning Division staff it was determined that in addition to Alderman Petty's requested code change, there were several additional related minor code changes that would be necessary, or were simply needed for clarification. The general intent of this proposed UDC amendment is to clarify the greenspace and street tree requirements, to clarify the parking lot design standards and pedestrian oriented elements in urban zoning districts. The proposed code changes are shown in strikeout-highlight in the attached document.

DISCUSSION:

The proposed code changes provide necessary clarification to the landscape chapter and related non-residential design standards of the UDC. These changes make for a more predictable interpretation of development code consistent with the City's goals and policies for landscaping and urban design.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Proposed Code (clean copy)
- Planning Commission Staff Report

177.04 Site Development And Parking Lot Landscape Standards

(D) *Perimeter landscaping requirement.* Proposed development shall be landscaped meeting the following requirements:

- (1) *Side and rear property lines.* All parking lots shall have five feet (5') of landscaped area between the property line and parking lot. The two foot (2') vehicle overhang option may be included to meet this requirement. Depending on the use and location, additional landscaped area and screening may be required along property lines. Where parking lots are located adjacent to a public alley, greenspace is not required between the parking lot and the alley. A shared driveway or parking lot drive aisle within a platted access easement may encroach fully within the required greenspace along the side or rear property lines.
- (2) *Property lines adjoining street right-of-way.*
 - (a) *Landscape area required.* A fifteen (15) foot wide landscaped area shall be provided along the front property line exclusive of and adjacent to the Master Street Plan right-of-way. Points of access (entrance drives, exit drives) and sidewalks are allowed to cross the fifteen (15) foot landscaped area provided the integrity of the landscaped area is maintained.
 - (b) *Urban Zoning Districts.* Zoning districts that prescribe urban building form (e.g., a build-to zone) permitting front setbacks of less than 15 feet may be permitted to eliminate the greenspace between the principal façade of a building and the Master Street Plan right-of-way and instead provide Pedestrian Oriented Elements as referenced in 166.24(E).
 - (c) *Residential zones.* Except for permitted entrance drives, every development shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way. Single and two- family residential uses shall be exempt from this requirement.
 - (d) *Nonresidential zones.* Except for permitted entrance drives, every development shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way.
 - (e) *Shade.* All tree planting locations shall attempt to achieve shade for parking lots, cars, benches, pedestrian walkways, etc., by utilizing aspect and locating trees along the south and west boundary of these areas.
 - (f) *Screening.* Parking lots containing five (5) or more spaces shall be screened from the public right-of-way and adjacent properties, where said parking areas are adjacent to residential zones, with shrubs and/or graded berms. If graded berms are used, shrubs are also required.
 - (g) *Perimeter planting location.* Street trees shall be installed in the location identified under the Street Tree Planting Standards described herein, all other plantings noted herein shall be installed within the required landscape area. Subject to approval by the Urban Forester, required shrubs may be planted within the right-of-way or outside the required landscape area parallel to the street right-of-way only in extenuating circumstances.
- (3) *Tree Planting.*
 - (a) Large species trees shall be planted in the location identified in the Street Tree Planting Standards containing one (1) tree per thirty (30) linear feet along the front property line. Trees along the perimeter may be grouped to allow flexibility in design. The maximum allowed grouping may be up to twenty-five (25%) percent of the required number of street trees.
 - (b) Species selection shall be chosen from the approved list of trees for landscaping found in the appendices of the City of Fayetteville Landscape Manual. Alternate tree species selections may be approved by the Urban Forester. No more than 25% of trees planted to meet perimeter landscaping requirements may be evergreen.
 - (c) Planted trees shall have a two (2) inch caliper (diameter) measured six (6) inches above ground level at the time of planting.
 - (d) At the request of the developer, the Urban Forester may exempt specific areas from required tree planting where the terrain, existing trees or other physical limitations make the planting of new trees

impracticable. In cases of existing overhead power lines, small trees shall be planted that will not interfere with the existing power lines. Species selection shall be approved by the Urban Forester.

177.05 Street Tree Planting Standards

(A) *Applicability.* All new developments that create or develop along a public or private street shall be required to establish street trees in accordance with the standards and procedures provided for in this section and the adopted policies of the Landscape Manual and Fayetteville's Tree Ordinance.

(1) All Street Tree Planting Plans shall follow the submittal criteria set forth in Ch. 177.03 Landscape Plan Requirements.

(2) *Street Tree Planting Requirements*

(a) Street trees are intended to be planted in a greenspace strip between the curb and sidewalk or in urban tree wells in accordance with the Master Street Plan. The intent of the street tree planting location is to shade the sidewalk, provide a barrier between vehicles on the street and pedestrians, increase motorized traffic and pedestrian safety, and spatially frame the street. Existing trees within the build-to-zone shall be counted towards the required number of street trees. When there is not adequate greenspace between the curb and sidewalk and urban tree wells are not appropriate, or there are utilities or other structural conflicts in the greenspace strip between the curb and sidewalk, the Urban Forester may permit street trees in greenspace behind the sidewalk and on private property.

(b) Plans shall indicate the spacing of trees along all newly created public and private streets within the development site. At the request of the developer, the Urban Forester may exempt specific areas from required tree planting where the terrain or existing trees make the planting of new trees impracticable. Examples include, but are not limited to:

(i) Where the finish grade slope in the planting area between the top back of the street curb and the property line is in excess of thirty (30%) percent.

(ii) Where bedrock is encountered within thirty (30) inches of finish grade in the planting area between the top back of the curb and the property line.

(iii) Where existing healthy trees that are shown to be preserved within the right-of-way are in such close proximity they would prevent a new tree from establishing a full canopy when mature.

(3) *Optional Street Tree Planting Plan for Urban Streetscapes.*

The Street Tree Planting Plans for developments in Urban Zoning Districts may utilize an urban streetscape including sidewalks at least eight feet wide from curb to building. At the time of developmental submittal, the proposed urban streetscape shall include a street tree planting plan in compliance with the following requirements:

(a) A minimum of one (1) two-inch caliper, large species tree per 30 linear feet of street frontage or every 10 parking spaces, whichever provides the most trees, shall be planted with this option.

(b) Location of trees shall be approved by the Urban Forester to ensure that adequate spacing, access and visibility are maintained. The spacing of trees may be varied with approval of the Urban Forester.

(c) Trees shall be planted within urban tree wells. The minimum width of an urban tree well shall be three feet (3'); the minimum area shall be 15 square feet. This option is only permitted to allow trees planted within wide sidewalks, in a downtown/urban fashion. Size and shape of urban tree well shall be approved by the Urban Forester.

(d) Tree wells shall be covered with either a tree grate or some form of permeable pavers, (block or stone), to be approved by the Urban Forester.

(e) Structural soil or similar treatment shall be utilized with this option (see Landscape Manual for specifications)

(f) Street tree planting plans utilizing this option shall follow the construction procedures and details as outlined in the Landscape Manual.

- (g) Development applications approved for the use of Urban Tree Wells shall not be required to provide additional perimeter landscaped area between the Master Street Plan right-of-way and building, as described further under the Perimeter Landscaping Requirements.

172.04 Parking Lot Design Standards (See: Illustration: Parking Dimension Factors)

- (A) *Maneuvering.* Parking lots shall be designated, maintained, and regulated so that no parking or maneuvering incidental to parking will encroach into the areas designated for sidewalks, streets, or required landscaping. Parking lots shall be designed so that parking and un-parking can occur without moving other vehicles, unless a valet service has been approved as part of the development plans. Vehicles shall exit the parking lot in a forward motion.
- (B) *Pedestrian access.* Pedestrian access shall be provided from the street to the entrance of the structure by way of designated pathway or sidewalk.
- (C) *Build-to zone.* A portion of a required parking lot may be located within the build-to zone, subject to the following:
 - (1) A parking lot located within the build-to zone shall be screened with a masonry screen wall between 32" and 42" in height and 50% opaque minimum.
 - (2) Parking lots that are located within the build-to zone shall comply with Chapter 177: Landscape Regulations, related to landscape setbacks.
 - (3) Off-site parking lots shall be prohibited from being located within the build-to zone.
 - (4) In Urban Zoning Districts that specify urban form (i.e., a build-to zone) the intent is for drive-thru lanes, parking lot drive aisles, and parking spaces to be located to the side or rear of buildings. In Urban Zoning Districts, a drive-thru lane, parking lot drive aisle, or parking spaces are not permitted to be located in the front yard directly between a building and the Master Street Plan right-of-way.

166.24 Nonresidential Design Standards

- (E) *Pedestrian oriented elements*. Developments that are subject to these standards shall meet and should exceed the basic needs of pedestrian accessibility and contribute to a unique sense of place and community. The following requirements are intended to define and articulate space at the street level in order to encourage the use and function for active and/or passive social interaction.
- (1) Buildings exceeding 50 feet in length or width within the build-to zone shall incorporate spatially defining building elements and/or landscaping at a minimum separation of 100 feet of façade length in order to create public or semi-private space, such as a courtyard, garden, patio, etc.
 - (2) Each public space shall include seating opportunities, such as table and chairs or benches, and a combination of at least of two (2) of the following elements:
 - (a) planters;
 - (b) a planting bed;
 - (c) public art;
 - (d) a water feature;
 - (e) a shift in pavement material between the public right-of-way and the structure;
 - (f) a covering for seating, such as a canopy, awning, arcade, or portico spanning the width of the building;
or
 - (g) other elements approved by the Zoning and Development Administrator that are not included in other sections of the design standards and meet the intent of this requirement.

PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

FROM: Andrew Garner, City Planning Director

MEETING DATE: February 22, 2016 *(Updated with Planning Commission results)*

SUBJECT: **ADM 16-5319 Administrative Item (UDC CHAPTERS 166,172,177 AMENDMENTS):** Submitted by ALDERMAN MATTHEW PETTY AND CITY STAFF for an ordinance to amend UDC Chapters 166.24, Non-residential Design Standards, 172.04, Parking Lot Design Standards, and various sections within Chapter 177, Landscape Regulations of the Fayetteville City Code to allow developments to build pedestrian-oriented frontages in certain circumstances, to clarify street tree planting requirements, and to clarify the parking lot design standards in urban zoning districts.

RECOMMENDATION:

Staff recommends that the Planning Commission forward **ADM 16-5319** to the City Council with a recommendation for approval.

BACKGROUND:

February 8, 2016 Planning Commission. This item was discussed and tabled at the February 8, 2016 Planning Commission meeting to allow the commission more time to understand and consider the proposal.

Alderman Matthew Petty recently discussed with City staff a desire to clarify the street tree and greenspace requirement for urban projects in the Fayetteville Unified Development Code (UDC). After an internal meeting with Urban Forestry and City Planning Division staff it was determined that in addition to Alderman Petty's requested code change, there were several additional related minor code changes that would be necessary, or were simply needed for clarification. The general intent of this proposed UDC amendment is to clarify the greenspace and street tree requirements, to clarify the parking lot design standards and pedestrian oriented elements in urban zoning districts. The proposed code changes are shown in strikeout-highlight in the attached document.

DISCUSSION:

The proposed code changes provide necessary clarification to the landscape chapter and related non-residential design standards of the UDC. These changes make for a more predictable interpretation of development code consistent with the City's goals and policies for landscaping and urban design.

Staff recommends that ADM 16-5319 be forwarded to City Council with a recommendation for approval.

PLANNING COMMISSION ACTION:	☒ Forwarded	☐ Denied
Date: February 22, 2016		
Motion: Chesser		Vote: 9-0-0
Second: Brown		
Note: Recommend approval as proposed.		

BUDGET/STAFF IMPACT:

None

Attachments:

- The proposed code changes to UDC shown in strikeout-highlight.

177.04 Site Development And Parking Lot Landscape Standards

(D) *Perimeter landscaping requirement.* Proposed development shall be landscaped meeting the following requirements:

(1) *Side and rear property lines.* All parking lots shall have five feet (5') of landscaped area between the property line and parking lot. The two foot (2') vehicle overhang option may be included to meet this requirement. Depending on the use and location, additional landscaped area and screening may be required along property lines. Where parking lots are located adjacent to a public alley, greenspace is not required between the parking lot and the alley. A shared driveway or parking lot drive aisle within a platted access easement may encroach fully within the required greenspace along the side or rear property lines.

(2) *Property lines adjoining street right-of-way.*

(a) *Landscape area required.* A fifteen (15) foot wide landscaped area shall be provided along the front property line exclusive of and adjacent to the Master Street Plan right-of-way. Points of access (entrance drives, exit drives) and sidewalks are allowed to cross the fifteen (15) foot landscaped area provided the integrity of the landscaped area is maintained.

(b) *Urban Zoning Districts.* Zoning districts that prescribe urban building form (e.g., a build-to zone) permitting front setbacks of less than 15 feet may be permitted to eliminate the greenspace between the principal façade of a building and the Master Street Plan right-of-way and instead provide Pedestrian Oriented Elements as referenced in 166.24(E), reduce the greenspace to 10 feet parallel to the Master Street Plan right-of-way line. Any development providing less than 10 feet of greenspace shall utilize the street tree planting plan for urban streetscapes.

(c) *Residential zones.* Except for permitted entrance drives, every development shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way. Single and two- family residential uses shall be exempt from this requirement.

(d) *Nonresidential zones.* Except for permitted entrance drives, every development shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way. Properties developed with an urban streetscape, utilizing urban tree wells as defined herein, shall be exempt from this requirement.

(e) *Shade.* All tree planting locations shall attempt to achieve shade for parking lots, cars, benches, pedestrian walkways, etc., by utilizing aspect and locating trees along the south and west boundary of these areas.

(f) *Screening.* Parking lots containing five (5) or more spaces shall be screened from the public right-of-way and adjacent properties, where said parking areas are adjacent to residential zones, with shrubs and/or graded berms. If graded berms are used, shrubs are also required.

(g) *Perimeter planting location.* Street trees shall be installed in the location identified under the Street Tree Planting Standards described herein, all other All plantings noted herein shall be installed within the required landscape area. Subject to approval by the Urban Forester, required trees and shrubs may be planted within the right-of-way or outside the required landscape area parallel to the street right-of-way only in extenuating circumstances.

(3) *Tree Planting.*

(a) Large species trees shall be planted in the required location identified in the Street Tree Planting Standards fifteen (15) foot landscaped area containing one (1) tree per thirty (30) linear feet along the front property line. Trees along the perimeter may be grouped to allow flexibility in design. The maximum allowed grouping may be up to twenty-five (25%) percent of the required number of street trees.

(b) Species selection shall be chosen from the approved list of trees for landscaping found in the appendices of the City of Fayetteville Landscape Manual. Alternate tree species selections may be approved by the Urban Forester. No more than 25% of trees planted to meet perimeter landscaping requirements may be evergreen.

- (c) Planted trees shall have a two (2) inch caliper (diameter) measured six (6) inches above ground level at the time of planting.
- (d) At the request of the developer, the Urban Forester may exempt specific areas from required tree planting where the terrain, existing trees or other physical limitations make the planting of new trees impracticable. In cases of existing overhead power lines, small trees shall be planted that will not interfere with the existing power lines. Species selection shall be approved by the Urban Forester.

177.05 Street Tree Planting Standards

(A) *Applicability.* All new developments that create or develop along a public or private street shall be required to establish street trees in accordance with the standards and procedures provided for in this section and the adopted policies of the Landscape Manual and Fayetteville's Tree Ordinance.

(1) All Street Tree Planting Plans shall follow the submittal criteria set forth in Ch. 177.03 Landscape Plan Requirements.

(2) *Street Tree Planting Requirements*

(a) Street trees are intended to be planted in a greenspace strip between the curb and sidewalk or in urban tree wells in accordance with the Master Street Plan. The intent of the street tree planting location is to shade the sidewalk, provide a barrier between vehicles on the street and pedestrians, increase motorized traffic and pedestrian safety, and spatially frame the street. Existing trees within the build-to-zone shall be counted towards the required number of street trees. When there is not adequate greenspace between the curb and sidewalk and urban tree wells are not appropriate, or there are utilities or other structural conflicts in the greenspace strip between the curb and sidewalk, the Urban Forester may permit street trees in greenspace behind the sidewalk and on private property.

(a)(b) Plans shall indicate the spacing of trees along all newly created public and private streets within the development site. At the request of the developer, the Urban Forester may exempt specific areas from required tree planting where the terrain or existing trees make the planting of new trees impracticable. Examples include, but are not limited to:

- (i) Where the finish grade slope in the planting area between the top back of the street curb and the property line is in excess of thirty (30%) percent.
- (ii) Where bedrock is encountered within thirty (30) inches of finish grade in the planting area between the top back of the curb and the property line.
- (iii) Where existing healthy trees that are shown to be preserved within the right-of-way are in such close proximity they would prevent a new tree from establishing a full canopy when mature.

(3) *Optional Street Tree Planting Plan for Urban Streetscapes.*

The Street Tree Planting Plans for developments in Urban Zoning Districts may utilize of subsections (1) and (2) may be replaced by an urban streetscape including sidewalks at least eight feet wide from curb to building. At the time of developmental submittal, the proposed urban streetscape shall include a street tree planting plan in compliance with the following requirements:

- (a) A minimum of one (1) two-inch caliper, large species tree per 30 linear feet of street frontage or every 10 parking spaces, whichever provides the most trees, shall be planted with this option.
- (b) Location of trees shall be approved by the Urban Forester to ensure that adequate spacing, access and visibility are maintained. The spacing of trees may be varied with approval of the Urban Forester.
- (c) Trees shall be planted within urban tree wells. The minimum width of an urban tree well shall be three feet (3'); the minimum area shall be 15 square feet. This option is only permitted to allow trees planted within wide sidewalks, in a downtown/urban fashion. Size and shape of urban tree well shall be approved by the Urban Forester.
- (d) Tree wells shall be covered with either a tree grate or some form of permeable pavers, (block or stone),

to be approved by the Urban Forester.

- (e) Structural soil or similar treatment shall be utilized with this option (see Landscape Manual for specifications)
- (f) Street tree planting plans utilizing this option shall follow the construction procedures and details as outlined in the Landscape Manual.
- (g) Development applications approved for the use of Urban Tree Wells shall not be required to provide additional perimeter landscaped area exclusive of the right-of-way between the Master Street Plan right-of-way and building, as described further under the Perimeter Landscaping Requirements.

172.04 Parking Lot Design Standards (See: Illustration: Parking Dimension Factors)

- (A) *Maneuvering.* Parking lots shall be designated, maintained, and regulated so that no parking or maneuvering incidental to parking will encroach into the areas designated for sidewalks, streets, or required landscaping. Parking lots shall be designed so that parking and un-parking can occur without moving other vehicles, unless a valet service has been approved as part of the development plans. Vehicles shall exit the parking lot in a forward motion.
- (B) *Pedestrian access.* Pedestrian access shall be provided from the street to the entrance of the structure by way of designated pathway or sidewalk.
- (C) *Build-to zone.* A portion of a required parking lot may be located within the build-to zone, subject to the following:
 - (1) A parking lot located within the build-to zone shall be screened with a masonry screen wall between 32" and 42" in height and 50% opaque minimum.
 - (2) Parking lots that are located within the build-to zone shall comply with Chapter 177: Landscape Regulations, related to landscape setbacks.
 - (3) Off-site parking lots shall be prohibited from being located within the build-to zone.
 - (4) In Urban Zoning Districts that specify urban form (i.e., a build-to zone) the intent is for drive-thru lanes, parking lot drive aisles, and parking spaces to be located to the side or rear of buildings. In Urban Zoning Districts, a drive-thru lane, parking lot drive aisle, or parking spaces are not permitted to be located in the front yard directly between a building and the Master Street Plan right-of-way.

166.24 Nonresidential Design Standards

- (E) *Pedestrian oriented elements.* Developments that are subject to these standards shall meet and should exceed the basic needs of pedestrian accessibility and contribute to a unique sense of place and community. The following requirements are intended to define and articulate space at the street level in order to encourage the use and function for active and/or passive social interaction.
 - (1) Buildings exceeding 50 feet in length or width within the build-to zone shall incorporate spatially defining building elements and/or landscaping at a minimum separation of 100 feet of façade length in order to create accessible public open space public or semi-private space, such as a courtyard, garden, patio, etc.
 - (2) Each public space shall include seating opportunities, such as table and chairs or benches, and a combination of at least of ~~three (3)~~ two (2) of the following elements:
 - (a) planters;
 - (b) a planting bed;
 - (c) public art;
 - (d) a water feature;
 - (e) a shift in pavement material between the public right-of-way and the structure;

- (f) ~~a covered area~~ a covering for seating, such as a canopy, awning, arcade, or portico spanning the width of the building; or
- (g) other elements approved by the Zoning and Development Administrator that are not included in other sections of the design standards and meet the intent of this requirement.

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 - (e) a shift in pavement material between the public right-of-way and the structure;
 - (f) a covering for seating, such as a canopy, awning, arcade, or portico spanning the width of the building;
or
 - (g) other elements approved by the Zoning and Development Administrator that are not included in other sections of the design standards and meet the intent of this requirement.

EXHIBIT A

177.04 Site Development And Parking Lot Landscape Standards

(D) *Perimeter landscaping requirement.* Proposed development shall be landscaped meeting the following requirements:

- (1) *Side and rear property lines.* All parking lots shall have five feet (5') of landscaped area between the property line and parking lot. The two foot (2') vehicle overhang option may be included to meet this requirement. Depending on the use and location, additional landscaped area and screening may be required along property lines. Where parking lots are located adjacent to a public alley, greenspace is not required between the parking lot and the alley. A shared driveway or parking lot drive aisle within a platted access easement may encroach fully within the required greenspace along the side or rear property lines.
- (2) *Property lines adjoining street right-of-way.*
 - (a) *Landscape area required.* A fifteen (15) foot wide landscaped area shall be provided along the front property line exclusive of and adjacent to the Master Street Plan right-of-way. Points of access (entrance drives, exit drives) and sidewalks are allowed to cross the fifteen (15) foot landscaped area provided the integrity of the landscaped area is maintained.
 - (b) *Urban Zoning Districts.* Zoning districts that prescribe urban building form (e.g., a build-to zone) permitting front setbacks of less than 15 feet may be permitted to eliminate the greenspace between the principal façade of a building and the Master Street Plan right-of-way and instead provide Pedestrian Oriented Elements as referenced in 166.24(E).
 - (c) *Residential zones.* Except for permitted entrance drives, every development shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way. Single and two- family residential uses shall be exempt from this requirement.
 - (d) *Nonresidential zones.* Except for permitted entrance drives, every development shall be landscaped for an equal and uniform width of 15 feet parallel to the front property line(s) street right-of-way.
 - (e) *Shade.* All tree planting locations shall attempt to achieve shade for parking lots, cars, benches, pedestrian walkways, etc., by utilizing aspect and locating trees along the south and west boundary of these areas.
 - (f) *Screening.* Parking lots containing five (5) or more spaces shall be screened from the public right-of-way and adjacent properties, where said parking areas are adjacent to residential zones, with shrubs and/or graded berms. If graded berms are used, shrubs are also required.
 - (g) *Perimeter planting location.* Street trees shall be installed in the location identified under the Street Tree Planting Standards described herein, all other plantings noted herein shall be installed within the required landscape area. Subject to approval by the Urban Forester, required shrubs may be planted within the right-of-way or outside the required landscape area parallel to the street right-of-way only in extenuating circumstances.
- (3) *Tree Planting.*
 - (a) Large species trees shall be planted in the location identified in the Street Tree Planting Standards containing one (1) tree per thirty (30) linear feet along the front property line. Trees along the perimeter may be grouped to allow flexibility in design. The maximum allowed grouping may be up to twenty-five (25%) percent of the required number of street trees.
 - (b) Species selection shall be chosen from the approved list of trees for landscaping found in the appendices of the City of Fayetteville Landscape Manual. Alternate tree species selections may be approved by the Urban Forester. No more than 25% of trees planted to meet perimeter landscaping requirements may be evergreen.
 - (c) Planted trees shall have a two (2) inch caliper (diameter) measured six (6) inches above ground level at the time of planting.
 - (d) At the request of the developer, the Urban Forester may exempt specific areas from required tree planting where the terrain, existing trees or other physical limitations make the planting of new trees

impracticable. In cases of existing overhead power lines, small trees shall be planted that will not interfere with the existing power lines. Species selection shall be approved by the Urban Forester.

EXHIBIT B



City of Fayetteville, Arkansas

Tentative Agenda
March 8, 2016
Page 38 of 342
113 West Mountain Road
Fayetteville, AR 72701
(479) 575-8323

Text File

File Number: 2016-0110

Agenda Date: 3/15/2016

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: D. 4

AMEND § 97.082 (B), § 94.05 (D) AND TO ENACT A NEW § 94.05 (G):

AN ORDINANCE TO AMEND § 97.082 (B), § 94.05 (D) AND TO ENACT A NEW § 94.05 (G) OF THE FAYETTEVILLE CODE TO AUTHORIZE THE MAYOR TO ISSUE A PUBLIC FIREWORKS DISPLAY PERMIT FOR AN ANNUAL DISPLAY BY THE BOTANICAL GARDEN OF THE OZARKS AT LAKE FAYETTEVILLE

WHEREAS, § 97.082 (B) incorrectly refers to § 94.04 instead of correctly to § 94.05; and

WHEREAS, § 94.05 should be amended to authorize the Mayor to issue a public fireworks display permit normally issued as part of the special events permit process for the Botanical Garden of the Ozarks fireworks display no more than once a year.

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 corrects and amends § 97.082 **Fires, Fireworks and Explosives** (B) by changing the cited code section from “§ 94.04” to “§ 94.05 (G).”

Section 2. That the City Council of the City of Fayetteville, Arkansas hereby amends § 94.05 **Use of Fireworks** by enacting a new (G) as shown below:

“(G) It shall be lawful for the Botanical Garden Society of the Ozarks to conduct an annual public fireworks display if approved by the Mayor and Fire Chief and in accordance with (B) (1) and (3), (C) and (D).”

Section 3. That the City Council of the City of Fayetteville, Arkansas hereby amends § 94.05 (D) to correct the referenced code section within this subsection from § 94.04 (E) to (E).

Legistar ID No.: 2016-0110

AGENDA REQUEST FORM

FOR: Council Meeting of March 15, 2016

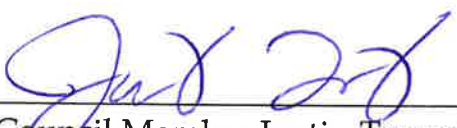
FROM:

City Council Member Justin Tenant

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 97.082 (B) AND TO ENACT A NEW § 94.05 (G) OF THE FAYETTEVILLE CODE TO AUTHORIZE THE MAYOR TO ISSUE A PUBLIC FIREWORKS DISPLAY PERMIT FOR AN ANNUAL DISPLAY BY THE BOTANICAL GARDEN OF THE OZARKS AT LAKE FAYETTEVILLE

APPROVED FOR AGENDA:


City Council Member Justin Tenant

March 1, 2016
Date


City Attorney Kit Williams
(as to form)

Feb 23, 2016
Date



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Tentative Agenda
March 8, 2016
Page 340 of 342

Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Patti Mulford
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Don Marr**, Chief of Staff
Chief Dayringer
Connie Edmonston, Parks & Recreation Director

FROM: **Kit Williams**, City Attorney

DATE: **February 23, 2016**

RE: **Fayetteville Code corrections {§ 97.082 (B) and § 94.05 (D)} and permitting a public fireworks display by the Botanical Garden Society of the Ozarks**

Alderman Justin Tenant asked me to draft an ordinance to allow the Botanical Garden Society of the Ozarks to conduct a public fireworks display this year. Reviewing the Fayetteville Code sections relevant to this change, I noted that both § 97.082 (B) and § 94.05 (D) refer mistakenly to § 94.04 rather than **§ 94.05 Use of Fireworks**. As part of this ordinance to grant permission (through the Mayor and Fire Chief) for the Botanical Garden to conduct a public fireworks display, I also corrected those two mistaken code references.

As I drafted this proposed ordinance, I did NOT limit this possible public fireworks display to July 1st – 4th. Rather the permission is similar to that given the U of A to set off an annual public fireworks display not at a definite date, but at the end of the Razorbacks' last regular season home game.

The City Council is free to remove this leeway, specify the date when a public fireworks display would be allowed or even turn down this request. This proposed change would not authorize private citizens to set off fireworks in the park at any time. It simply would authorize a professional with a valid state fireworks permit to request the Mayor and Fire Chief to okay a public fireworks display permit for the Botanical Gardens.

FAYETTEVILLE CODE OF ORDINANCES
TITLE IX GENERAL REGULATIONS

97.081 Intoxicating Beverages

- (a) No person in a park shall bring into or consume alcoholic beverages within a city park, nor shall any person enter a park when under the influence of intoxicating beverages.

- (b) Notwithstanding the above prohibition, the Botanical Garden Society of the Ozarks may allow alcoholic beverages to be served on the premises they have leased within the Lake Fayetteville park area for fundraisers, wedding receptions and other special events as long as they fully comply with all Alcohol Beverage Control requirements.

(Code 1965, §17A-23; Ord. No. 1594, 4-1-68; Code 1991, §97.081; Ord. No. 4865, 05-16-06)

Cross reference(s)--Penalty, §97.999.

97.082 Fires; Fireworks And Explosives

- (A) No person in a park shall build or attempt to build a fire except in fireplaces or facilities so designed for such use, nor leave any fire unattended. No person shall drop, throw, or otherwise scatter lighted matches, burning cigarettes, or cigars, tobacco papers or other inflammable material within any park area or on any highway, road or street abutting or contiguous thereto.
- (B) No person in a park shall bring in, explode or cause to be exploded, discharge or burn any firecrackers, torpedoes, skyrockets, roman candles or other fireworks, explosives or inflammable materials without having first obtained prior written consent pursuant to the requirements of §94.04.

(Code 1965, §§17A-24, 17A-26; Ord. No. 1594, 4-1-68; Code 1991, §97.082)

Cross reference(s)--Penalty, §97.999, Sale and use of fireworks, §94.04(B).

97.083 Soliciting Alms

No person in a park shall solicit alms or contributions for any purpose, whether public or private.

(Code 1965, §17A-25; Ord. No. 1594, 4-1-68; Code 1991, §97.083)

Cross reference(s)--Penalty, §97.999.

97.084 Entering Closed Areas

No person in a park shall enter an area posted as "Closed to the Public", nor shall any person use,

or abet the use of, any area in violation of posted notices.

(Code 1965, §17A-27; Ord. No. 1594, 4-1-68; Code 1991, §97.084)

Cross reference(s)--Penalty, §97.999.

97.085 Going Onto Ice

No person in a park shall go onto the ice on any of the waters except such areas as are designated as skating fields, and provided a safety signal is displayed.

(Code 1965, §17A-28; Ord. No. 1594, 4-1-68; Code 1991, §97.085)

Cross reference(s)--Penalty, §97.999.

97.086 Vending And Peddling

- (A) *General prohibition of selling or offering to sell items in city parks.* No person or business shall, within a city park, display, offer for sale, or sell any article, thing or service, nor place any stand, cart or vehicle for the display, sale or transportation of any such article.

- (B) *Exemptions.* The City's regularly licensed concessionaires acting pursuant to the authority and regulation of the City are exempt from subsection (A). Nonprofit organizations which have obtained a special events permit may sell nonalcoholic beverages and food during an annual event. Gulley Park Concert sponsors may sell food and nonalcoholic beverages during the concerts when specifically permitted by the Parks and Recreation Department Director. The Farmers' Market and its members may sell items allowed pursuant to §114.02 (C) of the Fayetteville Code on Sundays, Saturdays and one weekday within a portion of the Lake Fayetteville Park that is licensed to the Botanical Garden Society of the Ozarks (if approved by the Society) as shown on Exhibit A.

FAYETTEVILLE CODE OF ORDINANCES
TITLE IX GENERAL REGULATIONS

it immediately, and if such person shall refuse, neglect

or fail to do so, any organized fire suppression force may summarily abate the nuisance thus constituted by controlling or extinguishing the fire, and the cost thereof may be recovered from such person by civil action.

(Code 1965, ' 9-13; Ord. No. 1379, 12-9-63; Code 1991, §94.03)

Cross reference(s)--Penalty, ' 94.99.

94.05 Use Of Fireworks

(A) *Consumer fireworks.* Fireworks which are not prohibited under state or federal law and which are considered consumer fireworks as defined by federal law and regulations may lawfully be discharged within Fayetteville only as prescribed below:

- (1) Fireworks may only be discharged upon private property with the consent of the property owner and between the hours of 10:00 a.m. until 10:00 p.m. on July 1st, 2nd, and 3rd and from 10:00 a.m. until 11:00 p.m. on July 4th and at no other time or date.
- (2) If any person less than the age of 16 years is present, an adult (at least 21 years of age) must supervise the discharge of all fireworks.
- (3) No skyrockets or aerial fireworks attached to a stick may be discharged.
- (4) If the Mayor has issued a Burn Ban Order such that no citizen can legally discharge consumer fireworks during the entire July 1st through July 4th normally permitted period, then the citizens may discharge their consumer fireworks from 10:00 a.m. until 11:00 p.m. on Labor Day.

(B) *Public display of fireworks.* Public displays of fireworks may be allowed upon the application and granting of a public fireworks display permit by the Mayor or his designee subject to the following conditions:

- (1) An applicant must possess a valid state fireworks permit and comply with all applicable state and federal laws and regulations and requirements of NFPA 1123 to apply for a Fayetteville public fireworks display permit.
- (2) Public fireworks display permits may be issued for the dates allowed pursuant to subsections (D), (E), and (F) below, and for the hours of 10:00 a.m. through 11:00 p.m. on July 1st, 2nd, 3rd, and 4th.

(3) Public fireworks display permits may be

issued as a part of any special event permit issued by the City.

(C) The fire chief or mayor shall be authorized to declare an emergency and prohibit all use of fireworks upon a determination that such use would create a fire hazard due to dry conditions.

(D) The fire chief or mayor shall be authorized to approve an alternate date for any lawful public display which is canceled due to adverse weather conditions or pursuant to ' 94.04(E).

(E) It shall also be lawful for the University of Arkansas to conduct the annual ~~A~~Fireworks Night@ to celebrate and congratulate the Razorback Baseball Team at its last home game of the year in or near Baum Baseball Stadium. Said fireworks display shall comply with all applicable regulations and laws of the State of Arkansas.

(F) It shall be lawful for Creative Economy Action Group, Inc. d/b/a Last Night Fayetteville to conduct an annual public fireworks display to celebrate New Year's if approved by the Fayetteville Fire Marshall and if in full compliance with all applicable regulations and laws of the State of Arkansas.

(Code 1965, ' 9-9.1; Ord. No. 1705, 10-6-69; Ord. No. 1807, 8-2-71; Ord. No. 2156, 10-21-75; Ord. No. 3359, 6-7-88; Ord. No. 3553, 6-18-91; Ord. No. 3706, ' 1, 6-1-93; Ord. No. 4195, 10-19-99; Ord. No. 4308, 4-17-01; Code 1991, §94.04; Ord. 5096, 12-27-07; Ord. 5320, 5-18-10; Ord. 5329, 6-1-10; Ord. 5463, 12-6-11; Ord. 5509, 7-3-12)

Cross reference(s)--Penalty, ' 94.99.

State law reference(s)--Public displays excepted, A.C.A. ' 20-22-702; Power of municipalities unaffected, A.C.A. ' 20-22-704; Violation of subchapter, A.C.A. ' 20-22-705; Possession, sale and use unlawful-Exceptions, A.C.A. ' 20-22-708.

94.06 Reserved

(Ord. 5653, 1-21-14)

94.07 Exterior Labeling Of Emergency Exit Doors

(A) When a door in a building accessible to the general public is required by the *State of Arkansas Fire Prevention Code* to be designated and maintained as an emergency exit door, the fire inspector may order the owner and/or lessee of the building to label the exterior of said door if the fire inspector determines that such labeling is necessary to

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, March 8, 2016

4:30 PM

City Hall Room 326

City Council Agenda Session

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:
*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****Agenda Additions****A. Consent:****A. 1** 2015-0643

APPROVAL OF THE MARCH 1, 2016 CITY COUNCIL MEETING MINUTES.

A. 2 2016-0109**RICOH USA, INC.:**

A RESOLUTION TO APPROVE THE PURCHASE OF PROFESSIONAL DIGITAL IMAGING SERVICES FROM RICOH USA, INC. THROUGH ITS LOCAL VENDOR, PREFERRED OFFICE PRODUCTS, INC., IN VARYING AMOUNTS AS NEEDED THROUGH JUNE 30, 2016 AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE COOPERATIVE PURCHASING AGREEMENT

Attachments:2016-0109, Preferred Office Products, Inc.**A. 3** 2016-0097**HAZMAT SERVICES REVENUE:**

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$11,318.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments:SRF SRM Hazmat Services Revenue Washington County 2016BA BUDGET ADJUSTMENT FORM Hazmat Revenue Washington County 2016

A. 4 2016-0041**CARASOFT TECHNOLOGY CORPORATION:**

A RESOLUTION TO APPROVE THE PURCHASE OF THREE (3) NIMBLE STORAGE EXPANSION SHELVES AND A FIVE (5) YEAR HARDWARE MAINTENANCE CONTRACT FROM CARASOFT TECHNOLOGY CORPORATION IN THE AMOUNT OF \$246,677.91 PLUS APPLICABLE TAXES, PURSUANT TO A GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE COOPERATIVE PURCHASING CONTRACT

Attachments: SAN Packet.pdf

A. 5 2016-0080**CITY OF GREENLAND TWO YEAR EXTENSION AGREEMENT:**

A RESOLUTION TO APPROVE A TWO YEAR EXTENSION OF THE AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND THE CITY OF GREENLAND REGARDING THE PROVISION OF WASTEWATER COLLECTION SERVICES IN THE CITY OF GREENLAND

Attachments: Greenland Sewer Contract Legistar Packet

A. 6 2016-0105**WATERMARK AT FAYETTEVILLE AR, LLC:**

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH WATERMARK AT FAYETTEVILLE AR, LLC IN AN AMOUNT NOT TO EXCEED \$43,241.00 FOR A SEWER MAIN UPGRADE NEAR VAN ASCHE DRIVE AND STEELE BOULEVARD

Attachments: Watermark Cost-Share Legistar Packet

A. 7

2016-0106**NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT
DISTRICT, INC. GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A GENERAL IMPROVEMENT FUND GRANT THROUGH THE NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT, INC. IN THE AMOUNT OF \$9,198.00 FOR THE CONSTRUCTION OF A GARDEN SHELTER FOR THE YVONNE RICHARDSON COMMUNITY CENTER'S KID CROPS PROGRAM, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:BA (Agenda Item) - YRCC Kids Crops gazebo grant 2-25-16

A. 8

2016-0098**SOURCEGAS ARKANSAS, INC. UTILITY WORK AGREEMENT:**

A RESOLUTION TO APPROVE A UTILITY WORK AGREEMENT WITH SOURCEGAS ARKANSAS, INC. IN AN AMOUNT NOT TO EXCEED \$167,231.78 FOR THE RELOCATION OF TWO GAS LINES NECESSARY FOR THE EXTENSION OF RUPPLE ROAD FROM MARTIN LUTHER KING, JR. BOULEVARD TO PERSIMMON STREET, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$25,084.00

Attachments:Legistar 2016-0098Purchase request for Sourcegas

A. 9

2016-0095**RFQ #15-04 BURNS & MCDONNELL ENGINEERING COMPANY,
INC.:**

A RESOLUTION TO AWARD RFQ #15-04 AND AUTHORIZE A CONTRACT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$557,695.00 FOR ENGINEERING SERVICES ASSOCIATED WITH THE SAIN STREET EXTENSION FROM NORTH FRONT STREET TO VANTAGE BOULEVARD, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:Burns & McDonnell Engineering Agenda Packet Sain St Ext Design Agreement.BA - Burns & McDonnell Engineering Sain Street Design Contract .xslm

~~A~~ 102016-0096**GARVER, LLC SUPPLEMENTAL AGREEMENT NO. 1:**

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$455,066.00 FOR ADDITIONAL ARCHEOLOGICAL TESTING AND MITIGATION SERVICES ASSOCIATED WITH THE DESIGN OF A PORTION OF RUPPLE ROAD BETWEEN WEST STARRY NIGHT VIEW AND WEST MOUNT COMFORT ROAD, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:Agenda Packet Garver, LLC SA 01 Rurple Rd.pdfBA - Graver, LLC Rurple Road SA No 1.xlsm~~A~~ 112016-0103**ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT
FEDERAL-AID FUNDS:**

A RESOLUTION TO APPROVE TWO BUDGET ADJUSTMENTS RECOGNIZING FEDERAL-AID FUNDS RECEIVED FROM THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT IN THE AMOUNT OF \$48,928.00 FOR THE HIGHWAY 45/OLD WIRE ROAD SIGNAL AND INTERSECTION PROJECT

Attachments:Agenda Packet Old Wire Rd Recognize Funds.pdfBA-AHTD Reimbursement 2015BA-AHTD Reimbursement 2016**B. Unfinished Business: None****C. Public Hearing:**~~C~~ 12016-0102**FAYETTEVILLE PUBLIC FACILITIES BOARD:**

A RESOLUTION RATIFYING THE RESOLUTION OF THE FAYETTEVILLE PUBLIC FACILITIES BOARD APPROVING A REFUNDING AND IMPROVEMENT REVENUE BOND (BUTTERFIELD TRAIL VILLAGE PROJECT), SERIES 2016 IN A PRINCIPAL AMOUNT OF NOT TO EXCEED \$17,450,000; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO

Attachments:Agenda Packet Public Facilities Board Butterfield Trail Village**D. New Business:**

~~D.1~~2016-0104**RFQ #15-08 NELSON/NYGAARD CONSULTING ASSOCIATES,
INC.:**

A RESOLUTION TO AWARD RFQ #15-08 AND AUTHORIZE A CONTRACT WITH NELSON/NYGAARD CONSULTING ASSOCIATES, INC. IN THE AMOUNT OF \$584,978.00 FOR THE DEVELOPMENT OF A TRANSPORTATION MASTER PLAN AND DOWNTOWN/ENTERTAINMENT DISTRICT PARKING AND MOBILITY REPORT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$14,740.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:2016-0104 Nelson Nygaard Contract ApprovalBA2016 - Parking Master Plan~~D.2~~2016-0101**RZN 16-5310: (1564 E. HUNTSVILLE RD./ZWEIG PROPERTIES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5310 FOR APPROXIMATELY 0.46 ACRES LOCATED AT 1564 EAST HUNTSVILLE ROAD FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO CS, COMMUNITY SERVICES

Attachments:16-5310 CC Requests~~D.3~~2016-0107**ADM 16-5319 (UDC CHAPTERS 166,172,177 AMENDMENTS):**

AN ORDINANCE TO AMEND § 166.24 NONRESIDENTIAL DESIGN STANDARDS, § 172.04 PARKING LOT DESIGN STANDARDS, § 177.04 SITE DEVELOPMENT AND PARKING LOT LANDSCAPE STANDARDS AND § 177.05 STREET TREE PLANTING STANDARDS OF THE UNIFIED DEVELOPMENT CODE

Attachments:16-5319 CC reports16-5319 Exhibits A & B

✓ D. 4

2016-0110**AMEND § 97.082 (B), § 94.05 (D) AND TO ENACT A NEW § 94.05 (G):**

AN ORDINANCE TO AMEND § 97.082 (B), § 94.05 (D) AND TO ENACT A NEW § 94.05 (G) OF THE FAYETTEVILLE CODE TO AUTHORIZE THE MAYOR TO ISSUE A PUBLIC FIREWORKS DISPLAY PERMIT FOR AN ANNUAL DISPLAY BY THE BOTANICAL GARDEN OF THE OZARKS AT LAKE FAYETTEVILLE

Attachments:Agenda Packet Amend § 97.082**E. City Council Agenda Session Presentations:****F. City Council Tour:****G. Announcements:****H. Adjournment****NOTICE TO MEMBERS OF THE AUDIENCE**

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Pre Agenda Meeting 3/2/16

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, March 8, 2016

4:30 PM

City Hall Room 326

City Council Agenda Session

*Adella Gray Ward 1
Sarah Marsh Ward 1
Mark Kinion Ward 2
Matthew Petty Ward 2
Justin Tennant Ward 3
Martin W. Schoppmeyer, Jr. Ward 3
John S. La Tour Ward 4
Alan Long Ward 4*

ELECTED OFFICIALS:
*Mayor Lioneld Jordan
City Attorney Kit Williams
City Clerk Sondra Smith*

Call To Order**Roll Call****Pledge of Allegiance****Mayor's Announcements, Proclamations and Recognitions****City Council Meeting Presentations, Reports and Discussion Items:****Agenda Additions****A. Consent:**AV1 2015-0643

APPROVAL OF THE MARCH 1, 2016 CITY COUNCIL MEETING MINUTES.

AV2 2016-0109**RICOH USA, INC.:**

A RESOLUTION TO APPROVE THE PURCHASE OF PROFESSIONAL DIGITAL IMAGING SERVICES FROM RICOH USA, INC. THROUGH ITS LOCAL VENDOR, PREFERRED OFFICE PRODUCTS, INC., IN VARYING AMOUNTS AS NEEDED THROUGH JUNE 30, 2016 AND ANY FUTURE RENEWAL PERIODS, PURSUANT TO A U.S. COMMUNITIES GOVERNMENT PURCHASING ALLIANCE COOPERATIVE PURCHASING AGREEMENT

Attachments:AV3 2016-0097

2016-0109, Preferred Office Products, Inc.

HAZMAT SERVICES REVENUE:

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT RECOGNIZING HAZMAT SERVICES REVENUE RECEIVED BY THE FIRE DEPARTMENT FROM WASHINGTON COUNTY IN THE AMOUNT OF \$11,318.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments:

SRF SRM Hazmat Services Revenue Washington County 2016

BA BUDGET ADJUSTMENT FORM Hazmat Revenue Washington County 2016

A.V.4

2016-0041**CARAHSOFT TECHNOLOGY CORPORATION:**

A RESOLUTION TO APPROVE THE PURCHASE OF THREE (3) NIMBLE STORAGE EXPANSION SHELVES AND A FIVE (5) YEAR HARDWARE MAINTENANCE CONTRACT FROM CARAHSOFT TECHNOLOGY CORPORATION IN THE AMOUNT OF \$246,677.91 PLUS APPLICABLE TAXES, PURSUANT TO A GENERAL SERVICES ADMINISTRATION FEDERAL ACQUISITION SERVICE COOPERATIVE PURCHASING CONTRACT

Attachments:SAN Packet.pdf

A.V.5

2016-0080**CITY OF GREENLAND TWO YEAR EXTENSION AGREEMENT:**

A RESOLUTION TO APPROVE A TWO YEAR EXTENSION OF THE AGREEMENT BETWEEN THE CITY OF FAYETTEVILLE AND THE CITY OF GREENLAND REGARDING THE PROVISION OF WASTEWATER COLLECTION SERVICES IN THE CITY OF GREENLAND

Attachments:Greenland Sewer Contract Legistar Packet

A.V.6

2016-0105**WATERMARK AT FAYETTEVILLE AR, LLC:**

A RESOLUTION TO APPROVE A COST SHARE AGREEMENT WITH WATERMARK AT FAYETTEVILLE AR, LLC IN AN AMOUNT NOT TO EXCEED \$43,241.00 FOR A SEWER MAIN UPGRADE NEAR VAN ASCHE DRIVE AND STEELE BOULEVARD

Attachments:Watermark Cost-Share Legistar Packet

AV7

2016-0106**NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT
DISTRICT, INC. GRANT:**

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF A GENERAL IMPROVEMENT FUND GRANT THROUGH THE NORTHWEST ARKANSAS ECONOMIC DEVELOPMENT DISTRICT, INC. IN THE AMOUNT OF \$9,198.00 FOR THE CONSTRUCTION OF A GARDEN SHELTER FOR THE YVONNE RICHARDSON COMMUNITY CENTER'S KID CROPS PROGRAM, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:BA (Agenda Item) - YRCC Kids Crops gazebo grant 2-25-16

AV8

2016-0098**SOURCEGAS ARKANSAS, INC. UTILITY WORK AGREEMENT:**

A RESOLUTION TO APPROVE A UTILITY WORK AGREEMENT WITH SOURCEGAS ARKANSAS, INC. IN AN AMOUNT NOT TO EXCEED \$167,231.78 FOR THE RELOCATION OF TWO GAS LINES NECESSARY FOR THE EXTENSION OF RUPPLE ROAD FROM MARTIN LUTHER KING, JR. BOULEVARD TO PERSIMMON STREET, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$25,084.00

Attachments:Legistar 2016-0098Purchase request for Sourcegas

AV9

2016-0095**RFQ #15-04 BURNS & MCDONNELL ENGINEERING COMPANY,
INC.:**

A RESOLUTION TO AWARD RFQ #15-04 AND AUTHORIZE A CONTRACT WITH BURNS & MCDONNELL ENGINEERING COMPANY, INC. IN AN AMOUNT NOT TO EXCEED \$557,695.00 FOR ENGINEERING SERVICES ASSOCIATED WITH THE SAIN STREET EXTENSION FROM NORTH FRONT STREET TO VANTAGE BOULEVARD, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:Burns & McDonnell Engineering Agenda Packet Sain St Ext Design Agreement.BA - Burns & McDonnell Engineering Sain Street Design Contract .xlsm

(A. 10)

2016-0104

RFQ #15-08 NELSON/NYGAARD CONSULTING ASSOCIATES, INC.:

A RESOLUTION TO AWARD RFQ #15-08 AND AUTHORIZE A CONTRACT WITH NELSON/NYGAARD CONSULTING ASSOCIATES, INC. IN THE AMOUNT OF \$584,978.00 FOR THE DEVELOPMENT OF A TRANSPORTATION MASTER PLAN AND DOWNTOWN/ENTERTAINMENT DISTRICT PARKING AND MOBILITY REPORT, TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$14,740.00, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

2016-0104 Nelson Nygaard Contract Approval

BA2016 - Parking Master Plan

A. ✓1

2016-0096

GARVER, LLC SUPPLEMENTAL AGREEMENT NO. 1:

A RESOLUTION TO APPROVE SUPPLEMENTAL AGREEMENT NO. 1 TO THE CONTRACT WITH GARVER, LLC IN AN AMOUNT NOT TO EXCEED \$455,066.00 FOR ADDITIONAL ARCHEOLOGICAL TESTING AND MITIGATION SERVICES ASSOCIATED WITH THE DESIGN OF A PORTION OF RUPPLE ROAD BETWEEN WEST STARRY NIGHT VIEW AND WEST MOUNT COMFORT ROAD, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments:

Agenda Packet Garver, LLC SA 01 Rupple Rd.pdf

BA - Graver, LLC Rupple Road SA No 1.xlsm

A. ✓2

2016-0103

**ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT
FEDERAL-AID FUNDS:**

A RESOLUTION TO APPROVE TWO BUDGET ADJUSTMENTS RECOGNIZING FEDERAL-AID FUNDS RECEIVED FROM THE ARKANSAS HIGHWAY AND TRANSPORTATION DEPARTMENT IN THE AMOUNT OF \$48,928.00 FOR THE HIGHWAY 45/OLD WIRE ROAD SIGNAL AND INTERSECTION PROJECT

Attachments:

Agenda Packet Old Wire Rd Recognize Funds.pdf

BA-AHTD Reimbursement 2015

BA-AHTD Reimbursement 2015

B. Unfinished Business: None

C. Public Hearing:✓1 2016-0102**FAYETTEVILLE PUBLIC FACILITIES BOARD:**

A RESOLUTION RATIFYING THE RESOLUTION OF THE FAYETTEVILLE PUBLIC FACILITIES BOARD APPROVING A REFUNDING AND IMPROVEMENT REVENUE BOND (BUTTERFIELD TRAIL VILLAGE PROJECT), SERIES 2016 IN A PRINCIPAL AMOUNT OF NOT TO EXCEED \$17,450,000; AND PRESCRIBING OTHER MATTERS PERTAINING THERETO

Attachments:Agenda Packet Public Facilities Board Butterfield Trail Village**D. New Business:**✓1 2016-0101**RZN 16-5310: (1564 E. HUNTSVILLE RD./ZWEIG PROPERTIES):**

AN ORDINANCE TO REZONE THAT PROPERTY DESCRIBED IN REZONING PETITION RZN 16-5310 FOR APPROXIMATELY 0.46 ACRES LOCATED AT 1564 EAST HUNTSVILLE ROAD FROM RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE TO CS, COMMUNITY SERVICES

Attachments:

16-5310 CC Requests

✓2 2016-0107**ADM 16-5319 (UDC CHAPTERS 166,172,177 AMENDMENTS):**Attachments:

16-5319 CC reports

D. 3

2016-0063**AMEND § 164.19 ACCESSORY DWELLING UNITS (C):**

AN ORDINANCE TO AMEND § 164.19 (C) OF THE FAYETTEVILLE CODE TO REMOVE THE 5,000 SQUARE FOOT MINIMUM LOT AREA REQUIREMENT FOR AN ACCESSORY DWELLING UNIT

Attachments:Agenda Request Packet § 164.19 (C)

Remove
will come
forward at a
later date

D\4

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