

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 Sarah Bunch
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
September 19, 2017**

A meeting of the Fayetteville City Council was held on September 19, 2017 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, 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
2. Ozark Regional Transit Report on Public Transit in Fayetteville.

Agenda Additions

A. Consent:

1. Approval of the September 5, 2017 City Council Meeting Minutes.

Approved

2. **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 \$8,476.00 and increasing the related expense budget.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 191-17

3. **BID #17-51 CRUSE UNIFORMS & EQUIPMENT, INC.:** A resolution to award Bid #17-51 and authorize the purchase of class a-b uniforms from Cruse Uniforms & Equipment, Inc. as needed through 2022, at an estimated cost of \$29,307.45 per year, for use by the Fire Department.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 192-17

4. **ASSISTANCE TO FIREFIGHTERS GRANT:** A resolution to authorize the acceptance of a 90/10 assistance to Firefighters Grant from the Federal Emergency Management Agency in the amount of \$110,001.00 for the purchase of a Mobile Air Cascade System Trailer for The Fire Department, and to approve a budget adjustment to provide for matching funds in the amount of \$10,999.00 and a project contingency in the amount of \$18,150.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 193-17

5. **BID #17-61 BENCHMARK CONSTRUCTION OF NWA, INC.:** A resolution to award Bid #17-61 and authorize a contract with Benchmark Construction of NWA, Inc. in the amount of \$263,800.00 for phase one of the removal and replacement of windows at City Hall, and to approve a project contingency in the amount of \$50,000.00.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 194-17

B. Unfinished Business: None

C. New Business:

1. **ENERGY ASSESSMENT GRANT ACCEPTANCE:** A resolution to authorize the Mayor to sign a grant offer accepting a 90/10 matching grant from the Federal Aviation Administration in the amount of \$25,740.00 for an Airport Energy Efficiency Assessment, to authorize the City Attorney to certify the grant agreement, and to approve a budget adjustment.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 195-17

2. **RFQ 17-12 CROSSLAND CONSTRUCTION COMPANY, INC.:** A resolution to authorize a contract with Crossland Construction Company, Inc., pursuant to RFQ 17-12, for Construction Manager at Risk Services for The Fayetteville Public Library Expansion and Renovation Projects, to approve phase one pre-construction services in an amount not

to exceed \$110,000.00, and to approve a project contingency in the amount of \$15,000.00 for phase one.

PASSED AND SHALL BE RECORDED AS RESOLUTION NO. 196-17

- 3. APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):** A resolution to grant the appeal of city council member Sarah Marsh and to deny the Fayetteville Housing Authority's application for a large-scale development.

THIS RESOLUTION WAS TABLED TO THE OCTOBER 3, 2017 CITY COUNCIL MEETING.

- 4. 2017 MILLAGE LEVY.:** An ordinance levying a tax on the real and personal property within the City Of Fayetteville, Arkansas, for the year 2017 fixing the rate thereof at 2.3 mills for general fund operations, 0.4 mills for The Firemen's Pension and Relief Fund, 0.4 mills for the Policemen's Pension and Relief Fund, 2.5 Mills for Fayetteville Public Library Operations, and 1.2 Mills for the Fayetteville Public Library Expansion; and Certifying the same to the County Clerk of Washington County, Arkansas.

PASSED AND SHALL BE RECORDED AS ORDINANCE NO. 5996

D. City Council Agenda Session Presentations

- 1.** Agenda Session Presentation - Welcoming Fayetteville Plan Update.

E. City Council Tour: None

F. Announcements

Adjournment: 6:37 p.m.

Subject:	Roll				
	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	Mayor Jordan	✓			

9-0

Subject:	NOMINATING COMMITTEE REPORT				
Motion To:		Approve			
Motion By:		Long			
Seconded:		Marsh			
Approved	La Tour	✓			
	Long	✓			
	Gray	✓			
	Marsh	✓			
	Kinion	✓			
	Petty	✓			
	Tennant	✓			
	Bunch	✓			
	Mayor Jordan				

7-1

Subject:	Consent				
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>La Tour</i>			
A. 1- A. 5 <i>191-17</i> <i>194-17</i> <i>Approved</i>	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	Mayor Jordan				

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

Subject:	NONE				
Motion To:					
Motion By:					
Seconded:					
Unfinished Business	La Tour				
	Long				
	Gray				
	Marsh				
	Kinion				
	Petty				
	Tennant				
	Bunch				
	Mayor Jordan				

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

Subject:	ENERGY ASSESSMENT GRANT ACCEPTANCE				
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>Kinion</i>			
C. 1 New Business <i>Approved</i> 145-17	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:	RFQ 17-12 CROSSLAND CONSTRUCTION COMPANY, INC.				
Motion To:		<i>Approve</i>			
Motion By:		<i>Marsh</i>			
Seconded:		<i>Kinion</i>			
C. 2 New Business <i>Approved</i> 196-17	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:	APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION)				
Motion To:		<i>Table to next meeting</i>			
Motion By:		<i>Petty</i>			
Seconded:		<i>La Tour</i>			
C. 3 New Business <i>Sub. led to October 3, 2017</i>	La Tour	<i>✓</i>			
	Long	<i>✓</i>			
	Gray	<i>✓</i>			
	Marsh	<i>✓</i>			
	Kinion	<i>✓</i>			
	Petty	<i>✓</i>			
	Tennant	<i>✓</i>			
	Bunch	<i>✓</i>			
	Mayor Jordan				

8-0

Subject:	2017 MILLAGE LEVY				
Motion To:		<i>2nd Read</i>	<i>3rd Read</i>	<i>Approve</i>	
Motion By:		<i>Marsh</i>	<i>Marsh</i>		
Seconded:		<i>Long</i>	<i>Kinion</i>		
C. 4 New Business <i>Approved 5996</i>	La Tour	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Long	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Gray	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Marsh	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Kinion	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Petty	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Tennant	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Bunch	<i>✓</i>	<i>✓</i>	<i>✓</i>	
	Mayor Jordan				

8-0

8-0

8-0



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**

THRU: **Sondra Smith**, City Clerk

FROM: **Kit Williams**, City Attorney

DATE: **September 20, 2017**

RE: **Resolutions and Ordinances prepared by the City Attorney's Office and passed at the City Council meeting of September 19, 2017**

1. A resolution to approve a budget adjustment recognizing hazmat services revenue received by the Fire Department from Washington County in the amount of \$8,476.00 and increasing the related expense budget.
2. A resolution to award bid #17-51 and authorize the purchase of class A-B uniforms from Cruse Uniforms & Equipment, Inc. as needed through 2022, at an estimated cost of \$29,307.45 per year, for use by the Fire Department.
3. A resolution to authorize the acceptance of a 90/10 assistance to firefighters grant from the Federal Emergency Management Agency in the amount of \$110,001.00 for the purchase of a mobile air cascade system trailer for the Fire Department, and to approve a budget adjustment to provide for matching funds in the amount of \$10,999.00 and a project contingency in the amount of \$18,150.00.
4. A resolution to award bid #17-61 and authorize a contract with Benchmark Construction of NWA, Inc. in the amount of \$263,800.00 for phase one of the removal and replacement of windows at city hall, and to approve a project contingency in the amount of \$50,000.00.
5. A resolution to authorize the mayor to sign a grant offer accepting a 90/10 matching grant from the Federal Aviation Administration in the amount of \$25,740.00 for an airport energy efficiency assessment, to authorize the city attorney to certify the grant agreement, and to approve a budget adjustment.
6. A resolution to authorize a contract with Crossland Construction Company, Inc., pursuant to RFQ 17-12, for construction manager at risk services for the Fayetteville Public Library expansion and renovation projects, to approve phase one pre-construction services in an

amount not to exceed \$110,000.00, and to approve a project contingency in the amount of \$15,000.00 for phase one.

7. An ordinance levying a tax on the real and personal property within the City of Fayetteville, Arkansas, for the year 2017 fixing the rate thereof at 2.3 mills for General Fund Operations, 0.4 mills for the Firemen's Pension and Relief Fund, 0.4 mills for the Policemen's Pension and Relief Fund, 2.5 mills for Fayetteville Public Library Operations, and 1.2 mills for the Fayetteville Public Library Expansion; and certifying the same to the County Clerk of Washington County, Arkansas.

City of Fayetteville, Arkansas

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



Meeting Agenda - Final Agenda

Tuesday, September 19, 2017

5:30 PM

City Hall Room 219

City Council Meeting

Adella Gray Ward 1

Sarah Marsh Ward 1

Mark Kinion Ward 2

Matthew Petty Ward 2

Justin Tennant Ward 3

Sarah Bunch 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. [2017-0454](#)****NOMINATING COMMITTEE REPORT**

Attachments: [NOMINATING COMMITTEE REPORT](#)

2. [2017-0475](#)**OZARK REGIONAL TRANSIT REPORT ON PUBLIC TRANSIT IN FAYETTEVILLE**

Attachments: [OZARK REGIONAL TRANSIT REPORT ON PUBLIC TRANSIT IN FAYETTEVILLE](#)

Agenda Additions:**A. Consent:****A. 1 [2016-0583](#)**

APPROVAL OF THE SEPTEMBER 5, 2017 CITY COUNCIL MEETING MINUTES.

A. 2 [2017-0467](#)**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 \$8,476.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: [HAZMAT SERVICES REVENUE](#)
 [BA_HAZMAT SERVICES REVENUE](#)

A. 3 [2017-0474](#)**BID #17-51 CRUSE UNIFORMS & EQUIPMENT, INC.:**

A RESOLUTION TO AWARD BID #17-51 AND AUTHORIZE THE PURCHASE OF CLASS A-B UNIFORMS FROM CRUSE UNIFORMS & EQUIPMENT, INC. AS NEEDED THROUGH 2022, AT AN ESTIMATED COST OF \$29,307.45 PER YEAR, FOR USE BY THE FIRE DEPARTMENT

Attachments: [BID #17-51 CRUSE UNIFORMS & EQUIPMENT, INC.](#)

A. 4 [2017-0478](#)**ASSISTANCE TO FIREFIGHTERS GRANT:**

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A 90/10 ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF \$110,001.00 FOR THE PURCHASE OF A MOBILE AIR CASCADE SYSTEM TRAILER FOR THE FIRE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT TO PROVIDE FOR MATCHING FUNDS IN THE AMOUNT OF \$10,999.00 AND A PROJECT CONTINGENCY IN THE AMOUNT OF \$18,150.00

Attachments: [ASSISTANCE TO FIREFIGHTERS GRANT](#)
 [BA ASSISTANCE TO FIREFIGHTERS GRANT](#)

A. 5 [2017-0466](#)**BID #17-61 BENCHMARK CONSTRUCTION OF NWA, INC.:**

A RESOLUTION TO AWARD BID #17-61 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$263,800.00 FOR PHASE ONE OF THE REMOVAL AND REPLACEMENT OF WINDOWS AT CITY HALL, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,000.00

Attachments: [BID #17-61 BENCHMARK CONSTRUCTION OF NWA, INC.:](#)

B. Unfinished Business: None**C. New Business:**

C. 1 [2017-0506](#)**ENERGY ASSESSMENT GRANT ACCEPTANCE:**

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A GRANT OFFER ACCEPTING A 90/10 MATCHING GRANT FROM THE FEDERAL AVIATION ADMINISTRATION IN THE AMOUNT OF \$25,740.00 FOR AN AIRPORT ENERGY EFFICIENCY ASSESSMENT, TO AUTHORIZE THE CITY ATTORNEY TO CERTIFY THE GRANT AGREEMENT, AND TO APPROVE A BUDGET ADJUSTMENT

Attachments: [ENERGY ASSESSMENT GRANT ACCEPTANCE](#)
 [BA ENERGY ASSESSMENT GRANT ACCEPTANCE](#)

C. 2 [2017-0487](#)**RFQ 17-12 CROSSLAND CONSTRUCTION COMPANY, INC.:**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY, INC., PURSUANT TO RFQ 17-12, FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION AND RENOVATION PROJECTS, TO APPROVE PHASE ONE PRE-CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$110,000.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,000.00 FOR PHASE ONE

Attachments: [RFQ 17-12 CROSSLAND CONSTRUCTION COMPANY, INC.](#)

C. 3 [2017-0483](#)**APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER SARAH MARSH AND TO DENY THE FAYETTEVILLE HOUSING AUTHORITY'S APPLICATION FOR A LARGE SCALE DEVELOPMENT

Attachments: [LSD 17-5775 \(324 E. 12TH PLACEMORGAN MANOR APTS\)](#)

C. 4 [2017-0485](#)**2017 MILLAGE LEVY:**

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2017 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND, 2.5 MILLS FOR FAYETTEVILLE PUBLIC LIBRARY OPERATIONS, AND 1.2 MILLS FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

Attachments: [2017 MILLAGE LEVY](#)

D. City Council Agenda Session Presentations:**D. 1** [2017-0473](#)

AGENDA SESSION PRESENTATION - WELCOMING FAYETTEVILLE PLAN UPDATE

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

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

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.

Unfinished 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 a City Council member later to answer questions. City staff, City Council members, and applicants may use electronic visual aids in the City Council meeting as part of the presentation of the agenda item.

Public Comments: Public comment shall be allowed for all members of the audience on all items of unfinished and new business and subjects of public hearings. A simple majority of the City Council members, present and voting, may authorize a representative of a Fayetteville citizens' group opposing the ordinance or resolution to present an electronic visual aid not to exceed five minutes, but no other electronic visual aid presentations will be allowed; however, 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's 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 City Council member 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 Telecommunications Device for the Deaf (TDD), for hearing impaired are available for all City Council meetings, a 72-hour advance notice is required. For further information or to request an interpreter, please call 479-575-8330.

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

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



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0454

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: 1.

NOMINATING COMMITTEE REPORT

Chair
Alderman Mark Kinion
Ward 2 Position 1

Alderman Sarah Marsh
Ward 1 Position 2



Alderman Sarah Bunch
Ward 3 Position 2

Alderman Alan T. Long
Ward 4 Position 2

Nominating Committee Report September 7, 2017

Members Present – Chair Mark Kinion, Sarah Marsh, and Sarah Bunch

Absent – Alan Long

The Nominating Committee recommends the following candidates for appointment:

ACTIVE TRANSPORTATION ADVISORY COMMITTEE

Steve Frankenberger – One community/citizen at large term ending 12/31/19

Laura Canter – One unexpired community/citizen at large term ending 12/31/18

ENERGY IMPROVEMENT DISTRICT NO. 1

Vacant – One term ending 12/31/19

FAYETTEVILLE ARTS COUNCIL

Vacant – One unexpired working artist term ending 06/30/19

Peter Croken – One unexpired arts and cultural citizen at large term ending 06/30/19

TELECOMMUNICATIONS BOARD

Ari Bazan – One citizen at large unexpired term ending 06/30/21

TOWN AND GOWN ADVISORY COMMITTEE

Vacant – One Ward 1 Resident term ending 09/30/19

Donna Daniels – One Ward 3 Resident term ending 09/30/19

Vacant – One University of Arkansas Student term ending 09/30/19



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0475

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: 2.

OZARK REGIONAL TRANSIT REPORT ON PUBLIC TRANSIT IN FAYETTEVILLE

OZARK REGIONAL TRANSIT

Operating Statistics

July 2017

	Current Month				Year To Date			
	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
FIXED ROUTE								
FR Cash Fares	2,630	3,074	-444	-14.4%	18,412	22,476	-4,064	-18.1%
FR NWACC Free	1,526	1,903	-377	-19.8%	18,096	22,314	-4,218	-18.9%
FR ORT Pass	8,499	10,714	-2,215	-20.7%	61,609	79,051	-17,442	-22.1%
FR Children Free	270	407	-137	-33.7%	2,472	2,773	-301	-10.9%
FR Transfers	1,665	1,870	-205	-11.0%	11,100	13,014	-1,914	-14.7%
FR Free Fare *	1,811	2,355	-544	-23.1%	15,896	16,844	-948	-5.6%
FR Veterans Free	1,485	0	1,485	100.0%	2,534	0	2,534	100.0%
FR Georges Free	1,554	1,457	97	6.7%	7,851	8,354	-503	-6.0%
FR Spring International	0	25	-25	-100.0%	34	243	-209	-86.0%
Total Passengers	19,440	21,805	-2,365	-10.8%	138,004	165,069	-27,065	-16.4%
Daily Passengers	972	1,090	-118	-10.8%	932	1,115	-183	-16.4%
ADA Complementary Paratransit	1,023	1,101	-78	-7.1%	8,705	9,196	-491	-5.3%
Bike Passengers	516	727	-211	-29.0%	3,141	4,482	-1,341	-29.9%
FR Revenue Hours	3,191	3,944	-753	-19.1%	25,991	29,444	-3,453	-11.7%
FR Service Hours	3,417	4,184	-767	-18.3%	27,809	31,232	-3,423	-11.0%
FR Revenue Miles	53,260	68,305	-15,045	-22.0%	445,015	514,353	-69,338	-13.5%
FR Service Miles	57,993	73,712	-15,719	-21.3%	484,371	554,637	-70,266	-12.7%
PARATRANSIT	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
PT Cash Fares	224	366	-142	-38.8%	1,990	3,834	-1,844	-48.1%
PT ORT Pass	1,711	2,024	-313	-15.5%	13,175	14,295	-1,120	-7.8%
PT Free Fare	12	5	7	140.0%	120	22	98	445.5%
Total Passengers	1,947	2,395	-448	-18.7%	15,285	18,151	-2,866	-15.8%
Daily Passengers	97	120	-22	-18.7%	103	123	-19	-15.8%
PT Revenue Hours	1,449	1,480	-31	-2.1%	11,323	11,829	-506	-4.3%
PT Service Hours	1,730	1,706	24	1.4%	13,206	13,455	-248	-1.8%
PT Revenue Miles	20,151	23,032	-2,881	-12.5%	149,988	179,428	-29,440	-16.4%
PT Service Miles	24,526	27,199	-2,673	-9.8%	181,714	209,754	-28,040	-13.4%
TOTAL	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Paratransit/Fixed Route Passengers	21,387	24,200	-2,813	-11.6%	153,289	183,220	-29,931	-16.3%
Daily PT/FR Passengers	1,069	1,210	-141	-11.6%	1,036	1,238	-202	-16.3%
Charter/Shuttle Passengers	306	137	169	123.4%	1,536	2,442	-906	-37.1%
Total Passengers	21,693	24,337	-2,644	-10.9%	154,825	185,662	-30,837	-16.6%

	Current Month				Year To Date			
	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Weekdays	20	20	0	0.0%	148	148	0	0.0%
Saturdays	0	0	0	0.0%	0	0	0	0.0%
Sundays	0	0	0	0.0%	0	0	0	0.0%
Total	20	20	0	0.0%	148	148	0	0.0%
Revenue Vehicles	38	32	6	18.8%				
Non-Revenue Vehicles	8	7	1	14.3%				
Total Vehicles	46	39	7	17.9%				
Total Miles (All Vehicles)	90,735	108,349	-17,614	-16.3%	710,873	817,220	-106,347	-13.0%
Diesel Fuel Consumed	3,165	3,711	-546	-14.7%	21,206	34,030	-12,824	-37.7%
Gas Consumed	8,137	7,134	1,003	14.1%	61,491	45,070	16,421	36.4%
CNG Consumed	557	1,826	-1,269	-69.5%	5,752	12,446	-6,695	-53.8%
Miles Per Gallon	7.7	8.6	-0.9	-10.5%	8.0	8.9	-0.9	-10.0%
Road calls	6	4	2		33	32	1	3.1%
Accidents	2	1	1		6	8	-2	-25.0%
Operations (Full Time Equivalent)	49	51	-2	-3.9%				
Maintenance	11	11	0	0.0%				
Administration	8	8	0	0.0%				
Total	68	70	-2	-2.9%				

* - Commuter Express - 28; Razorback Transfers - 55; Kids Free - 1,434

Route Summary - July 2017

Fixed Routes

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
1	20	134.7	2,693	13.5	270.0	180.5	3,609.0	14.5	290.0	200.7	4,013.0
2	20	74.9	1,497	13.5	270.0	223.2	4,464.0	14.5	290.0	243.4	4,868.0
3	20	46.5	929	12.5	249.0	171.6	3,431.0	13.0	259.0	182.0	3,639.0
4	20	157.2	3,144	13.1	262.0	175.5	3,510.0	13.6	272.0	185.9	3,718.0
11	20	77.2	1,544	12.0	239.0	176.6	3,531.0	13.3	265.7	207.0	4,139.0
51	20	61.7	1,234	11.2	223.0	169.5	3,389.0	12.5	249.7	199.9	3,997.0
52	20	25.4	508	11.5	230.0	208.1	4,161.0	12.8	256.7	238.5	4,769.0
61	20	110.4	2,208	12.8	255.0	201.5	4,029.0	13.3	265.0	211.9	4,237.0
62	20	100.3	2,006	14.2	283.3	176.0	3,520.0	14.7	293.3	182.0	3,640.0
63	20	25.6	511	7.4	147.0	116.2	2,323.0	7.4	147.0	116.2	2,323.0
64	20	6.2	124	7.4	147.0	110.7	2,213.0	7.7	153.7	116.7	2,333.0
65	21	70.3	1,476	14.3	299.3	250.9	5,268.0	14.6	306.3	256.9	5,394.0
490-1	20	76.9	1,538	14.4	288.3	449.2	8,984.0	15.8	315.0	476.2	9,524.0
490-2	0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
CX	14	2.0	28	2.0	28.0	59.1	827.8	3.8	53.7	99.9	1,399.0
Total		969.1	19,440	159.4	3,190.9	2,668.2	53,259.8	171.3	3,416.9	2,916.8	57,993.0

Paratransit - Weekdays

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
DR1	20	10.3	206	8.2	164.7	140.6	2,812.0	10.1	202.1	176.6	3,531.0
DR2 CC	20	6.1	121	5.5	110.8	27.7	553.0	7.7	153.3	37.7	753.0
DR3	2	2.0	4	1.4	2.8	32.0	64.0	2.5	4.9	47.5	95.0
DR4	20	7.6	152	6.0	120.1	96.6	1,932.0	6.9	138.6	110.5	2,210.0
DR5	0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PT1	20	12.7	253	8.0	160.6	123.5	2,470.0	8.9	178.1	138.4	2,768.0
PT2	20	11.9	237	7.7	154.1	90.9	1,817.0	9.1	181.0	123.7	2,473.0
PT3	19	9.6	182	7.4	140.5	124.0	2,356.0	8.4	159.7	149.3	2,836.0
PT4	20	11.1	221	8.6	172.0	107.1	2,142.0	10.2	203.6	133.4	2,667.0
PT5	20	11.9	238	8.1	161.7	123.7	2,474.0	9.4	187.6	137.4	2,747.0
PT6	20	9.5	189	7.9	157.6	97.9	1,957.0	9.6	192.5	128.1	2,562.0
PT7	20	7.2	144	5.2	103.9	78.7	1,574.0	6.4	128.6	94.2	1,884.0
Total		99.6	1,947	74.0	1,448.7	1,042.6	20,151.0	89.1	1,730.0	1,276.5	24,526.0

Service Totals

	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
	Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
Paratransit	99.6	1,947.0	74.0	1,448.7	1,042.6	20,151.0	89.1	1,730.0	1,276.5	24,526.0
Fixed Route	969.1	19,440.0	159.4	3,190.9	2,668.2	53,259.8	171.3	3,416.9	2,916.8	57,993.0
Grand Total		21,387.0		4,639.6		73,410.8		5,146.9		82,519.0

Fixed Routes

Routes 1, 2, 3, 4: Fayetteville
 Routes 61, 62, 63, 64, 65: Springdale
 Routes 51, 52: Rogers
 Route 11: Bentonville
 Route 490: I49 Commuter Express
 Route 620: Rural Commuter Express
 Route CX: Commuter Express

Paratransit Routes

DR1, DR3 - DR5: Demand Response Routes usually in Rural areas
 DR2 CC: Demand Response Route in Carroll County
 PT1 - PT7: Mostly ADA Paratransit Routes in the Urban areas

Route Summary - July 2017

Fixed Routes

Route	Days	Passengers				Wheel-chairs		Bikes	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
1	20	134.7	2,693	10.0	0.7	1.4	27	1.6	32
2	20	74.9	1,497	5.5	0.3	0.1	1	2.3	46
3	20	46.5	929	3.7	0.3	0.4	8	0.1	2
4	20	157.2	3,144	12.0	0.9	0.6	11	8.8	176
11	20	77.2	1,544	6.5	0.4	5.3	106	2.1	42
51	20	61.7	1,234	5.5	0.4	0.3	6	1.5	29
52	20	25.4	508	2.2	0.1	0.2	4	1.1	22
61	20	110.4	2,208	8.7	0.5	1.0	19	2.2	44
62	20	100.3	2,006	7.1	0.6	0.3	6	0.3	6
63	20	25.6	511	3.5	0.2	0.0	0	0.3	6
64	20	6.2	124	0.8	0.1	0.0	0	0.1	1
65	21	70.3	1,476	4.9	0.3	0.0	0	1.4	29
490-1	20	76.9	1,538	5.3	0.2	0.4	7	4.1	81
490-2	0	0.0	0	0.0	0.0	0.0	0	0.0	0
CX	14	2.0	28	1.0	0.0	0.0	0	0.0	0
		969.1	19,440	76.8	5.1	9.8	195	25.7	516

Paratransit - Weekdays

Route	Days	Passengers				Wheel-chairs	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total
DR1	20	10.3	206	1.3	0.1	3.4	67
DR2 CC	20	6.1	121	1.1	0.2	0.0	0
DR3	2	2.0	4	1.5	0.1	0.5	1
DR4	20	7.6	152	1.3	0.1	2.2	43
DR5	0	0.0	0	0.0	0.0	0.0	0
PT1	20	12.7	253	1.6	0.1	3.3	65
PT2	20	11.9	237	1.5	0.1	2.6	52
PT3	19	9.6	182	1.3	0.1	2.2	42
PT4	20	11.1	221	1.3	0.1	2.4	48
PT5	20	11.9	238	1.5	0.1	3.1	61
PT6	20	9.5	189	1.2	0.1	1.8	36
PT7	20	7.2	144	1.4	0.1	2.3	45
		99.6	1,947	14.8	1.1	23.6	460

Weekday Service Totals

	Passengers				Wheel-chairs		Bikes	
	Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
Paratransit	99.6	1,947	14.8	1.1	23.6	460	0.0	0
Fixed Route	969.1	19,440	76.8	5.1	9.8	195	25.7	516
Grand Total		21,387.0				655.0		516.0

Fixed Routes

Routes 1, 2, 3, 4: Fayetteville
 Routes 61, 62, 63, 64, 65: Springdale
 Routes 51, 52: Rogers
 Route 11: Bentonville
 Route 490: I49 Commuter Express
 Route 620: Rural Commuter Express
 Route CX: Commuter Express

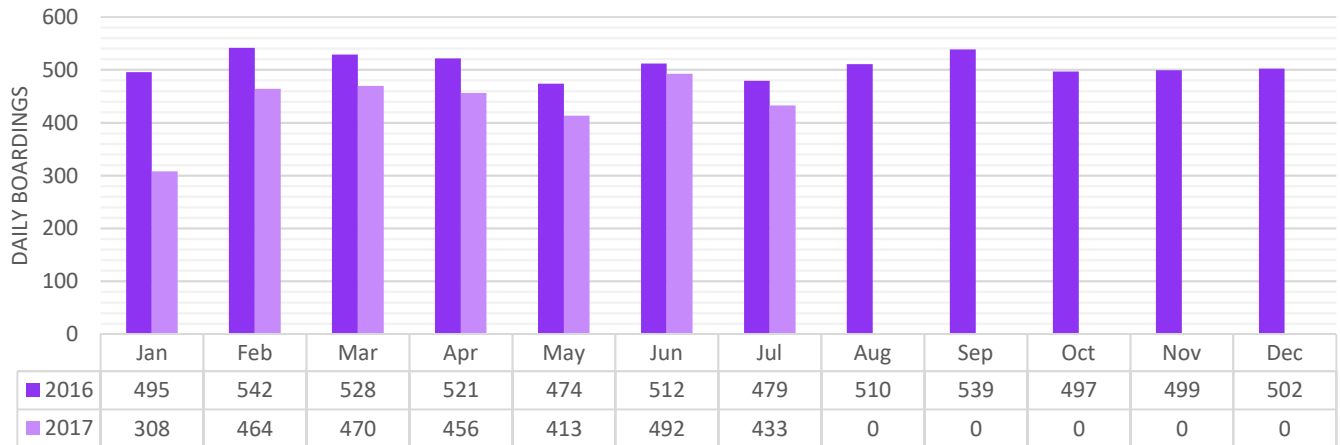
Paratransit Routes

DR1, DR3 - DR5: Demand Response Routes usually in Rural areas
 DR2 CC: Demand Response Route in Carroll County
 PT1 - PT7: Mostly ADA Paratransit Routes in the Urban areas

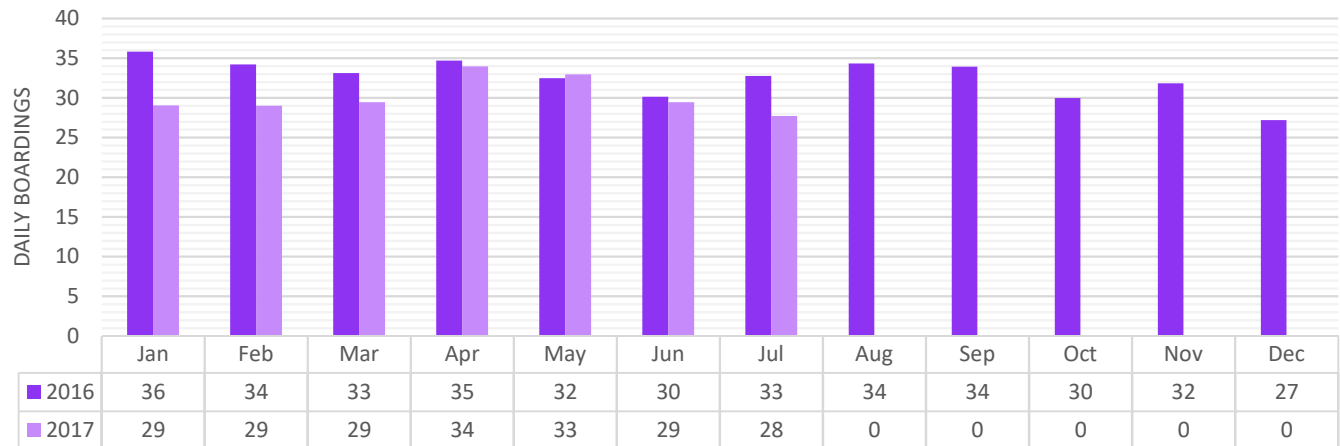
Key Performance Indicators - City of Fayetteville

	TOTAL SYSTEM: Jan - Jul			FAYETTEVILLE: Jan - Jul			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	148	148		148	148		
Fixed Route	165,069	138,004	-16%	75,155	64,244	-15%	47%
Paratransit	18,151	15,285	-16%	4,924	4,473	-9%	29%
Total	183,220	153,289	-16%	80,079	68,717	-14%	45%

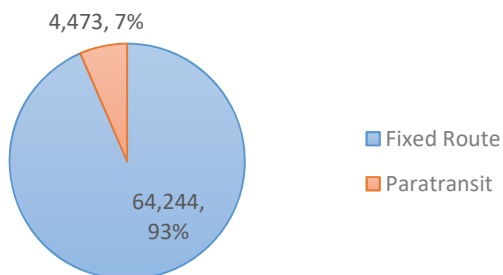
Fixed Route Passengers



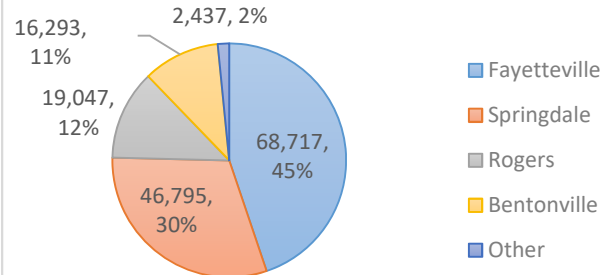
Paratransit Passengers



Fayetteville Service: Jan - Jul



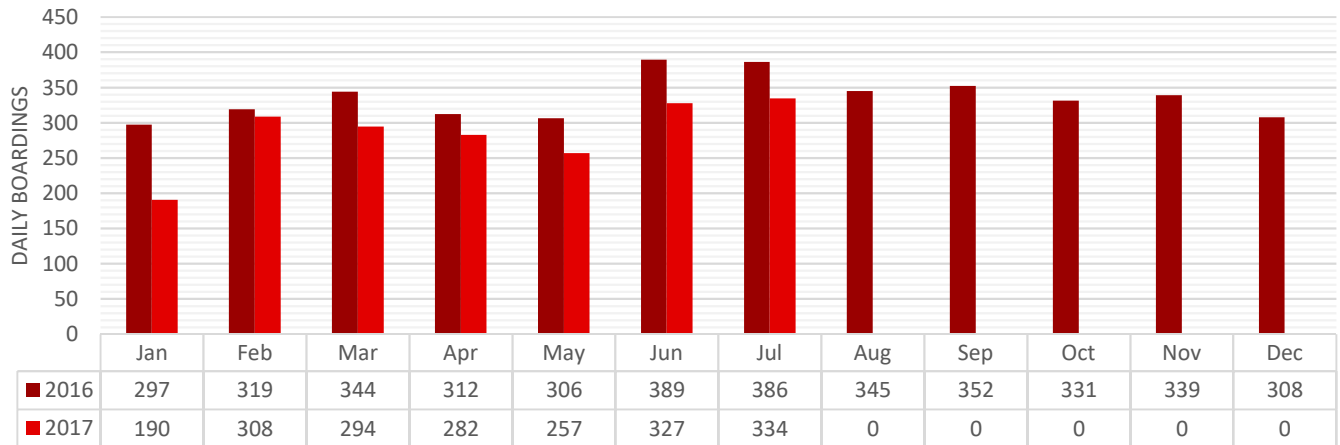
Total Ridership: Jan - Jul



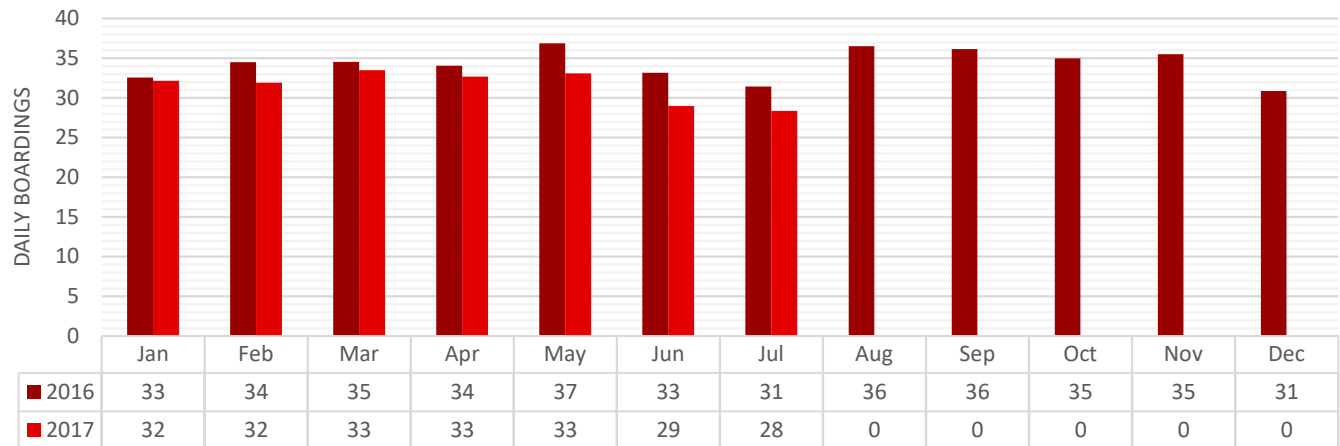
Key Performance Indicators - City of Springdale

	TOTAL SYSTEM: Jan - Jul			SPRINGDALE: Jan - Jul			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	148	148		148	148		
Fixed Route	165,069	138,004	-16%	49,829	42,127	-15%	31%
Paratransit	18,151	15,285	-16%	5,015	4,668	-7%	31%
Total	183,220	153,289	-16%	54,844	46,795	-15%	31%

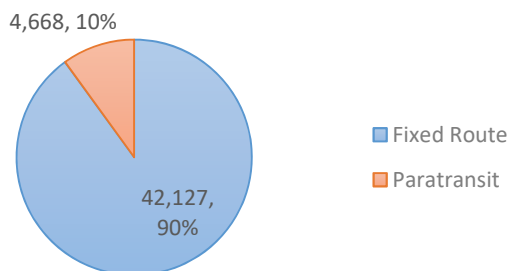
Fixed Route Passengers



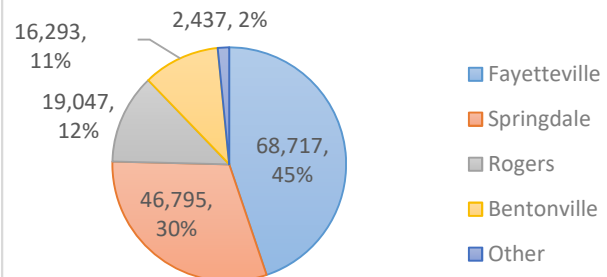
Paratransit Passengers



Springdale Service: Jan - Jul



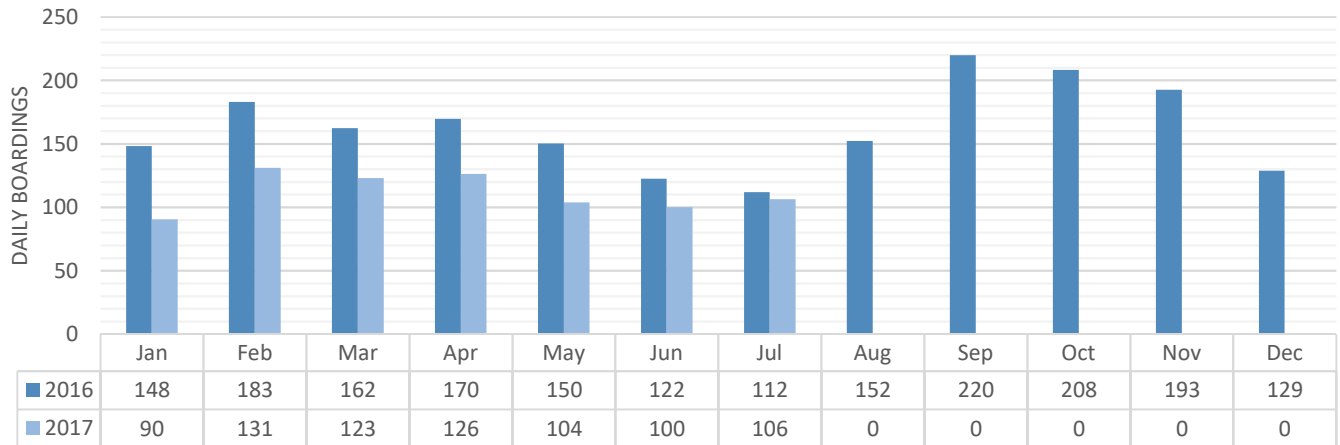
Total Ridership: Jan - Jul



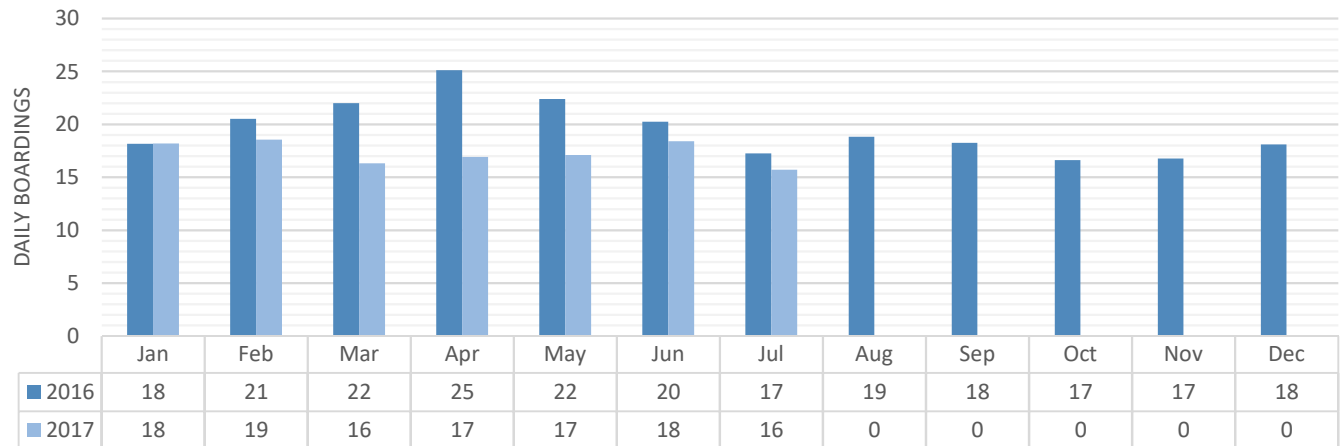
Key Performance Indicators - City of Rogers

	TOTAL SYSTEM: Jan - Jul			ROGERS: Jan - Jul			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	148	148		148	148		
Fixed Route	165,069	138,004	-16%	22,184	16,486	-26%	12%
Paratransit	18,151	15,285	-16%	3,087	2,561	-17%	17%
Total	183,220	153,289	-16%	25,271	19,047	-25%	12%

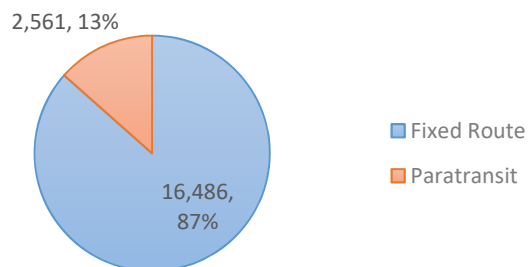
Fixed Route Passengers



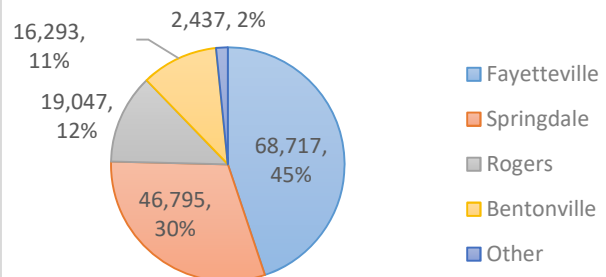
Paratransit Passengers



Rogers Service: Jan - Jul



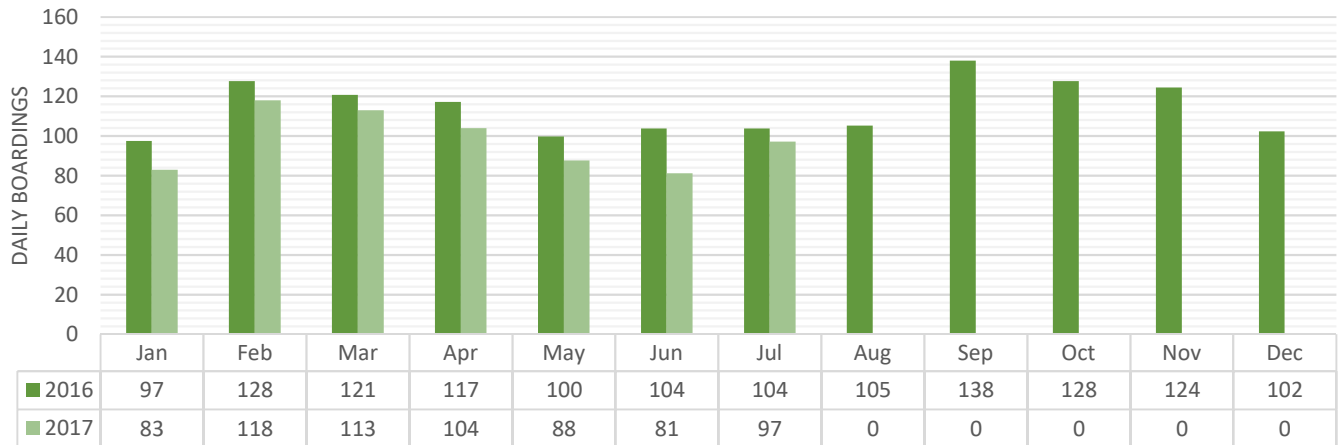
Total Ridership: Jan - Jul



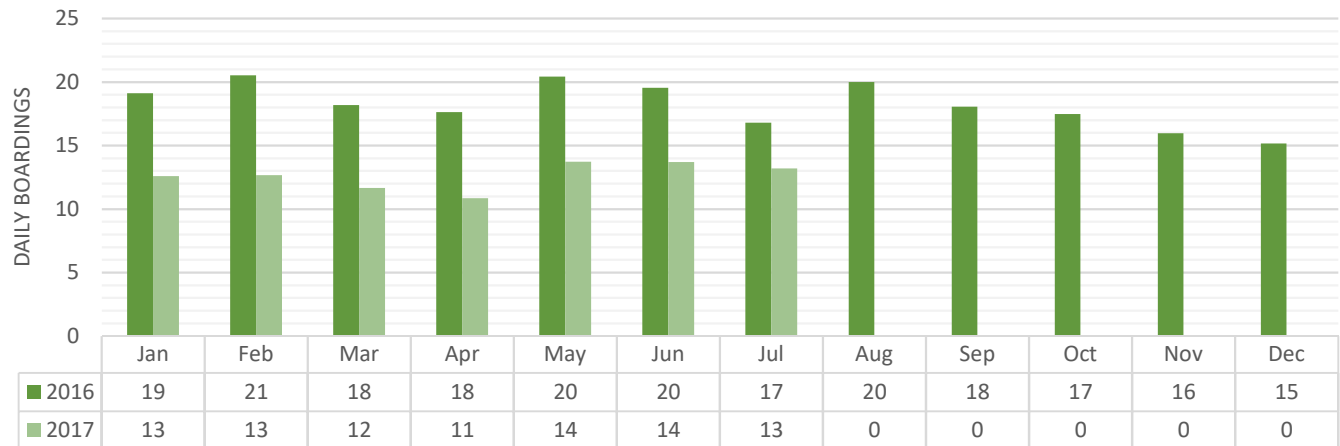
Key Performance Indicators - City of Bentonville

	TOTAL SYSTEM: Jan - Jul			BENTONVILLE: Jan - Jul			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	148	148		148	148		
Fixed Route	165,069	138,004	-16%	16,307	14,424	-12%	10%
Paratransit	18,151	15,285	-16%	2,796	1,869	-33%	12%
Total	183,220	153,289	-16%	19,103	16,293	-15%	11%

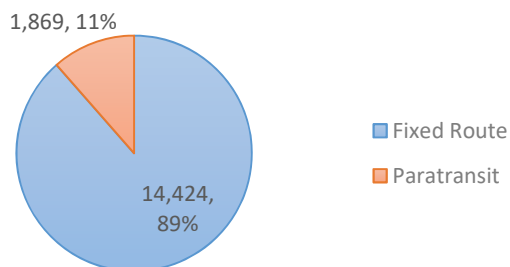
Fixed Route Passengers



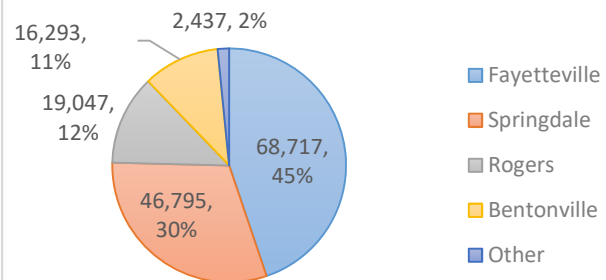
Paratransit Passengers



Bentonville Service: Jan - Jul

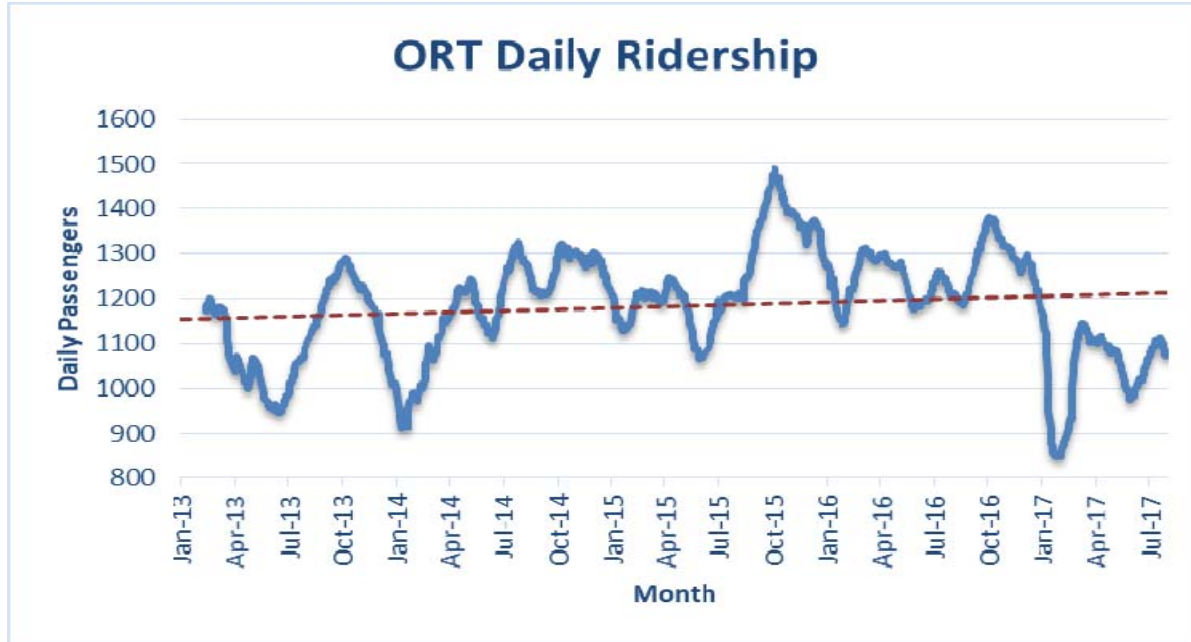


Total Ridership: Jan - Jul



Key Performance Indicators - Other Cities / Areas

	TOTAL SYSTEM: Jan - Jul			Other Cities / Areas: Jan - Jul			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	148	148		148	148		
Fixed Route	165,069	138,004	-16%	1,594	723	-55%	1%
Paratransit	18,151	15,285	-16%	2,329	1,714	-26%	11%
Total	183,220	153,289	-16%	3,923	2,437	-38%	2%



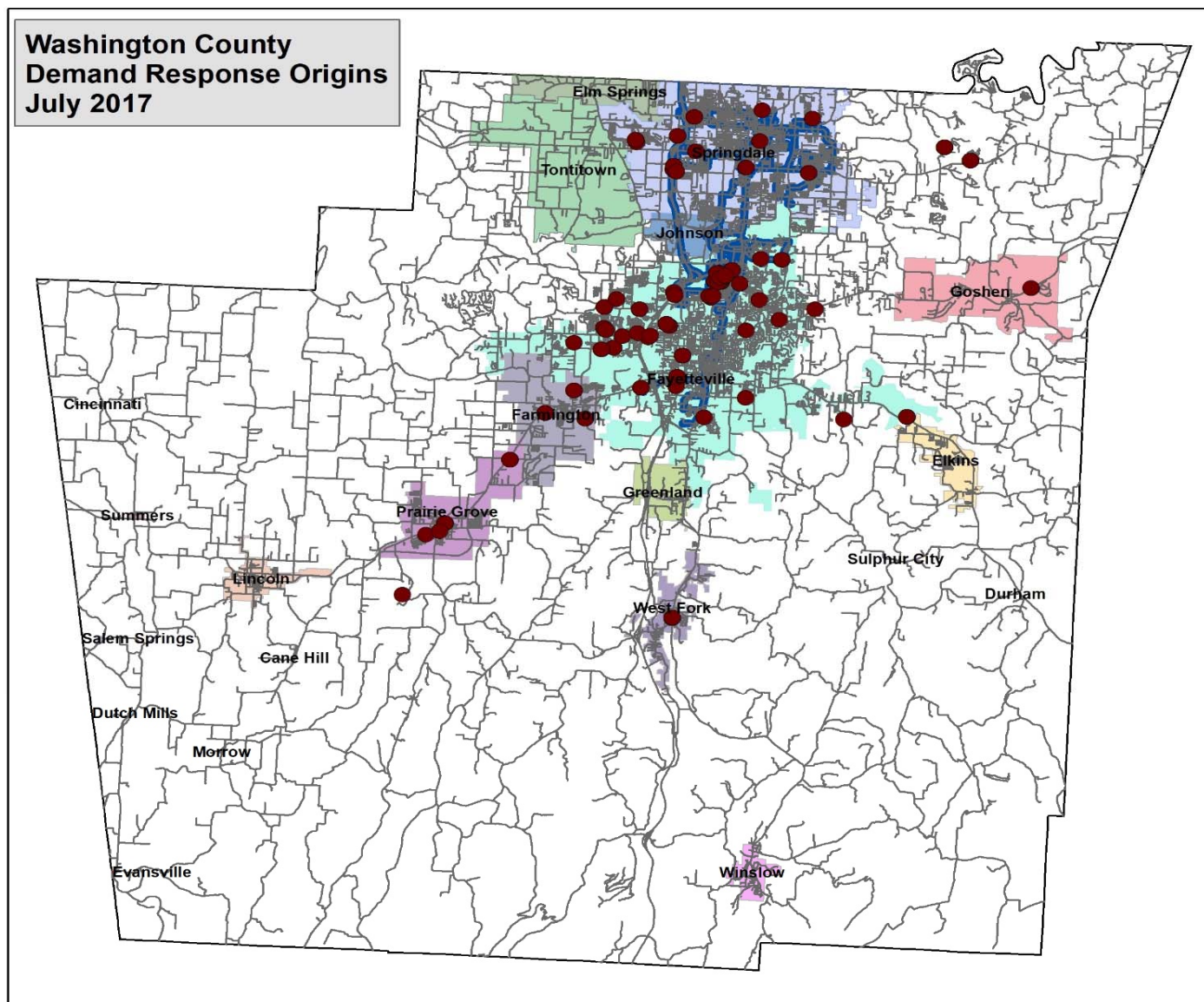
Social Media Statistics

Month	Facebook Likes	Twitter Followers	Instagram Followers	Website Sessions / Day
Jul 2016	653	932	73	138
Aug 2016	664	939	73	191
Sep 2016	670	941	81	161
Oct 2016	679	948	81	123
Nov 2016	695	954	80	132
Dec 2016	709	956	79	138
Jan 2017	877	985	85	310
Feb 2017	888	999	88	125
Mar 2017	900	1014	88	123
Apr 2017	918	1018	91	104
May 2017	929	1030	97	138
Jun 2017	934	1033	96	118
Jul 2017	938	1041	97	106

Washington County Demand Response

Service began April 10th

Area	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017
Farmington	6	36	42	29						113
Fayetteville	153	142	187	173						655
Goshen	1	0	0	1						2
Lincoln	8	9	5	0						22
Prairie Grove	22	31	32	15						100
Springdale	59	49	54	58						220
Washington County	0	24	31	30						85
West Fork	1	2	3	4						10
Total	250	293	354	310						1207



Passenger Boardings by City: January - July 2017

	Demand Response		ADA Paratransit		Fixed Route		Total	
Benton County	2016	2017	2016	2017	2016	2017	2016	2017
Avoca	0	0	0	0	0	0	0	0
Bella Vista	41	19	0	0	0	0	41	19
Benton County	25	32	0	0	0	0	25	32
Bentonville	973	343	1,823	1,526	16,307	14,424	19,103	16,293
Cave Springs	0	2	0	0	0	0	0	2
Centerton	285	102	0	0	0	0	285	102
Garfield	0	0	0	0	0	0	0	0
Gravette	0	0	0	0	0	0	0	0
Little Flock	0	0	0	0	0	0	0	0
Lowell	143	22	0	0	0	0	143	22
Pea Ridge	20	12	0	0	0	0	20	12
Rogers	1,365	821	1,722	1,740	22,184	16,486	25,271	19,047
Siloam Springs	0	0	0	0	0	0	0	0
Total	2,852	1,353	3,545	3,266	38,491	30,910	44,888	35,529

	Demand Response		ADA Paratransit		Fixed Route		Total	
Washington County	2016	2017	2016	2017	2016	2017	2016	2017
Elkins	0	0	0	0	0	0	0	0
Farmington	2	124	38	8	160	45	200	177
Fayetteville	2,042	1,772	2,882	2,701	75,155	64,244	80,079	68,717
Goshen	1	3	0	0	0	0	1	3
Greenland	28	0	0	0	143	11	171	11
Johnson	2	2	4	0	394	220	400	222
Lincoln	1	23	35	4	362	198	398	225
Prairie Grove	104	102	8	39	243	133	355	274
Springdale	2,331	1,954	2,684	2,687	49,829	42,127	54,844	46,768
Washington County	45	102	0	0	0	0	45	102
West Fork	2	13	0	0	292	116	294	129
Total	4,558	4,095	5,651	5,439	126,578	107,094	136,787	116,628

	Demand Response		ADA Paratransit		Fixed Route		Total	
Carroll County	2016	2017	2016	2017	2016	2017	2016	2017
Berryville	1,262	878	0	0	0	0	1,262	878
Carroll County	170	140	0	0	0	0	170	140
Eureka Springs	10	10	0	0	0	0	10	10
Green Forest	2	1	0	0	0	0	2	1
Total	1,444	1,029	0	0	0	0	1,444	1,029

	Demand Response		ADA Paratransit		Fixed Route		Total	
Madison County	2016	2017	2016	2017	2016	2017	2016	2017
Huntsville	7	9	0	0	0	0	7	9
Madison County	94	94	0	0	0	0	94	94
Total	101	103	0	0	0	0	101	103

	Demand Response		ADA Paratransit		Fixed Route		Total	
	2016	2017	2016	2017	2016	2017	2016	2017
Grand Total	8,955	6,580	9,196	8,705	165,069	138,004	183,220	153,289



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0583

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE SEPTEMBER 5, 2017 CITY COUNCIL MEETING MINUTES.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0467

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

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 \$8,476.00 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 of 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 \$8,476.00 and increasing the related expense budget.

City of Fayetteville Staff Review Form

2017-0467

Legistar File ID

9/19/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

8/22/2017

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment in the amount of \$8,476 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

Budget Impact:

1010.300.3040-5218.01

General Fund--Hazmat Equipment

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 27,413.00

Funds Obligated \$ 3,067.31

Current Balance \$ 24,345.69

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 8,476.00

Remaining Budget \$ 32,821.69

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 19, 2017

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief

DATE: August 22, 2017

SUBJECT: Approval of a budget adjustment in the amount of \$8,476 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

RECOMMENDATION:

Approval of a budget adjustment in the amount of \$8,476 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

DISCUSSION:

The City of Fayetteville has received \$8,476 of Hazmat Services Revenue from Washington County. The Fire Department will utilize the revenue to recover personnel and material costs for the hazmat incident. It will also be utilized to cover expenses for training and related expenses. These purchases are 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

Budget Year	Division	Adjustment Number
2017	FIRE (300)	
	/Org2	
	Requestor: Granville Wynn	

Approval of a budget adjustment in the amount of \$8,476 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

	COUNCIL DATE:	9/19/2017
	LEGISTAR FILE ID#:	2017-0467
	<i>Barbara Fell</i>	
	<i>8/23/2017 7:18 AM</i>	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0474

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

BID #17-51 CRUSE UNIFORMS & EQUIPMENT, INC.:

A RESOLUTION TO AWARD BID #17-51 AND AUTHORIZE THE PURCHASE OF CLASS A-B UNIFORMS FROM CRUSE UNIFORMS & EQUIPMENT, INC. AS NEEDED THROUGH 2022, AT AN ESTIMATED COST OF \$29,307.45 PER YEAR, FOR USE BY THE FIRE DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-51 and authorizes the purchase of Class A-B Uniforms from Cruse Uniforms & Equipment, Inc. as needed through 2022, at an estimated amount of \$29,307.45 per year, for use by the Fayetteville Fire Department.

City of Fayetteville Staff Review Form

2017-0474

Legistar File ID

9/19/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

8/28/2017

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Uniform Bid: Bid 17-51, Fire Department Uniforms - Class A-B, to and approving the purchase of Class A-B uniforms for the Fayetteville Fire Department as needed through 2022 with Cruse Uniforms And Equipment, Inc.

Budget Impact:

1010.3020.5302.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 87,500.00

Funds Obligated \$ 24,431.06

Current Balance \$ 63,068.94

Does item have a cost? Yes

Item Cost \$ 29,307.45

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 33,761.49

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The estimated expenditures for the Class A-Class B Uniforms this year and the subsequent years is \$29,307.45 annually.



MEETING OF SEPTEMBER 19, 2017

TO: Mayor and City Council
FROM: David Dayringer, Fire Chief
DATE: August 28, 2017

SUBJECT: A resolution awarding Uniform Bid: Bid 17-51, Fire Department Uniforms - Class A-B, to and approving the purchase of Class A-B uniforms for the Fayetteville Fire Department as needed through 2022 with Cruse Uniforms And Equipment, Inc.

RECOMMENDATION:

A resolution awarding Uniform Bid: Bid 17-51, Fire Department Uniforms - Class A-B, to and approving the purchase of Class A-B uniforms for the Fayetteville Fire Department as needed through 2022 with Cruse Uniforms And Equipment, Inc.

BACKGROUND:

The City of Fayetteville Fire Department will utilize a quartermaster uniform system. Under this system, the City provides uniforms for Fire Department personnel which are replaced as they become worn or otherwise unusable.

DISCUSSION:

Sealed formal bids for the purchase of the Class A uniform items (Dress Hats, Shirts, Pants, Coats, Ties, Belt) and Class B Uniform items (Duty Belt, Pants, Shorts, Shirts, Coats, Patches, Nameplates, Badge, Collar Brass, Hat Badges, Cap Strap, Cap Strap Button, and Coat Button) were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

The estimated expenditures for the Class A-Class B Uniforms this year and the subsequent years is \$29,307.45 annually.

Attachments:

Bid Documents



CITY OF
FAYETTEVILLE
ARKANSAS

Fire Department Uniforms - Class A-B

Bid No. 17-51

Official Bid Tabulation

Bid No. 17-51
Date: 8.24.2017
Time: 2:00 PM

Lionel Jordan, Mayor

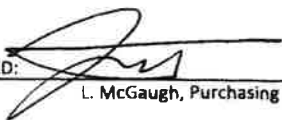
Number of Addendums: 0

Item	Description	Qty.	Cruse Uniforms and Equipment, Inc.		Galls, LLC		Forge Work Boots & Gear	
			Price Each	Extended Price	Price Each	Extended Price	Price Each	Extended Price
1	Mens Short Sleeve Dress Shirt	12	\$ 48.00	\$ 576.00	\$ 41.50	\$ 498.00	\$ -	\$ -
	Manufacturer/Model		Flying Cross/ 95R6600		Flying Cross/ 95R66		NO BID	
2	Ladies Short Sleeve Dress Shirt	2	\$ 48.00	\$ 96.00	\$ 41.50	\$ 83.00	\$ -	\$ -
	Manufacturer/Model		Flying Cross/ 152R6600		Flying Cross/ 152R66		NO BID	
3	Mens Long Sleeve Dress Shirt	35	\$ 53.00	\$ 1,855.00	\$ 46.50	\$ 1,627.50	\$ -	\$ -
	Manufacturer/Model		Flying Cross/ 45W6600		Flying Cross/ 45W66		NO BID	
4	Ladies Long Sleeve Dress Shirt	2	\$ 53.00	\$ 106.00	\$ 46.50	\$ 93.00	\$ -	\$ -
	Manufacturer/Model		Flying cross/ 102W6600		Flying cross/ 102W66		NO BID	
5	Mens Class-A USN Style Service Dress Uniform Pant	10	\$ 104.00	\$ 1,040.00	\$ 102.80	\$ 1,028.00	\$ -	\$ -
	Manufacturer/Model		Flying Cross/ 28P8696		Flying Cross/ 28P8696		NO BID	
6	Ladies Class-A USN Style Service Dress Uniform Pant	5	\$ 104.00	\$ 520.00	\$ 102.80	\$ 514.00	\$ -	\$ -
	Manufacturer/Model		Flying Cross/4800S		Flying Cross/4800S		NO BID	
7	Mens Class-A USN Style Service Dress Uniform Coat	5	\$ 347.00	\$ 1,735.00	\$ 338.00	\$ 1,690.00	\$ -	\$ -
	Manufacturer/Model		Flying Cross/ 17B8696C		Flying Cross/ 17B8696C		NO BID	
8	Ladies Class-A USN Style Service Dress Uniform Coat	5	\$ 347.00	\$ 1,735.00	\$ 369.00	\$ 1,845.00	\$ -	\$ -
	Manufacturer/Model		Flying Cross/ 4800SDC		Fechheimer/4800SDC		NO BID	

9	Mens Day Uniform Pant	5	\$ 32.00	\$ 160.00	\$ 31.00	\$ 155.00	\$ 36.00	\$ 180.00
	Manufacturer/Model		5.11/ 74461-BLK		5.11/74461		5.11 FAST.TAC URBAN PANT #74461	
10	Men's Day Uniform Dress Pant	5	\$ 44.00	\$ 220.00	\$ 40.00	\$ 200.00	\$ 41.00	\$ 205.00
	Manufacturer/Model		5.11/ 74338-BLACK		5.11/74338		5.11 Tactical #74338	
11	Dress Uniform Tie	10	\$ 5.25	\$ 52.50	\$ 4.60	\$ 46.00	\$ -	\$ -
	Manufacturer/Model		SAMUEL BROOME/ 45135		SAMUEL BROOME/ 45136		NO BID	
12	Dress Hat	10	\$ 68.00	\$ 680.00	\$ 59.00	\$ 590.00	\$ -	\$ -
	Manufacturer/Model		KEYSTONE/R-13 WHT AND BLK		LawPro/HW862		NO BID	
13	Dress Belt	5	\$ 27.50	\$ 137.50	\$ 8.60	\$ 43.00	\$ -	\$ -
	Manufacturer/Model		WILDT LEATHER/ 10-S 10-G		LawPro/LP006		NO BID	
14	Uniform Belt	30	\$ 18.75	\$ 562.50	\$ 17.50	\$ 525.00	\$ 19.00	\$ 570.00
	Manufacturer/Model		5.11/ 59538		5.11/59538		5.11 Alta Belt #59538	
15	Mens Uniform Pant	50	\$ 56.00	\$ 2,800.00	\$ 58.00	\$ 2,900.00	\$ 59.00	\$ 2,950.00
	Manufacturer/Model		5.11/ 74369		5.11/74369		5.11 Stryke #74369	
16	Ladies Uniform Pant	5	\$ 56.00	\$ 280.00	\$ 58.00	\$ 290.00	\$ 59.00	\$ 295.00
	Manufacturer/Model		5.11/ 64386		5.11/64386		5.11 Stryke #64386	
17	Mens Uniform Shorts	30	\$ 53.00	\$ 1,590.00	\$ 54.00	\$ 1,620.00	\$ 52.50	\$ 1,575.00
	Manufacturer/Model		5.11/ 73327		5.11/73327		5.11 Stryke #73327	
18	Laides Uniform Shorts	20	\$ 37.00	\$ 740.00	\$ 37.00	\$ 740.00	\$ 40.00	\$ 800.00
	Manufacturer/Model		5.11/ 63071		5.11/63071		5.11 TacLite Pro #63071	
19	Mens Short Sleeve Uniform Shirt	50	\$ 60.00	\$ 3,000.00	\$ 64.00	\$ 3,200.00	\$ 68.00	\$ 3,400.00
	Manufacturer/Model		5.11/ 71038		5.11/61018		5.11 Stryke-Shirt # 61018	
20	Ladies short Sleeve Uniform Shirt	20	\$ 60.00	\$ 1,200.00	\$ 63.50	\$ 1,270.00	\$ 65.00	\$ 1,300.00
	Manufacturer/Model		5.11/ 61018		5.11/71038		5.11 Stryke #72074	
21	Mens Long Sleeve Uniform Shirt	50	\$ 60.00	\$ 3,000.00	\$ 63.50	\$ 3,175.00	\$ 65.00	\$ 3,250.00
	Manufacturer/Model		5.11/72074		5.11/72074		5.11 Stryke # 72074	
22	Laides Long Sleeve Uniform Shirt	10	\$ 60.00	\$ 600.00	\$ 62.50	\$ 625.00	\$ 65.00	\$ 650.00
	Manufacturer/Model		5.11/ 62010		5.11/ 62010		5.11 Stryke #62010	

23	Mens Softshell Coat	10	\$ 96.00	\$ 960.00	\$ 92.00	\$ 920.00	\$ 85.00	\$ 850.00
	Manufacturer/Model		5.11/ 48099		5.11/48112		5.11 Chamelcon #48099	
24	Mens Softshell Coat Waterproof	20	\$ 200.00	\$ 4,000.00	\$ 194.00	\$ 3,880.00	\$ 180.00	\$ 3,600.00
	Manufacturer/Model		5.11/ 48112		5.11/48112		5.11 Sabre 20 #48112	
25	Fayetteville Fire Department Patch	50	\$ 2.00	\$ 100.00	\$ 4.00	\$ 200.00	\$ 8.00	\$ 400.00
	Manufacturer/Model		PREMIER EMBLEM/ 19146-06		TBD		Premier Emblem #19146.06	
26	Reverse American Flag Patch	50	\$ 0.75	\$ 37.50	\$ 0.99	\$ 49.50	\$ 8.00	\$ 400.00
	Manufacturer/Model		PREMIER EMBLEM/ E1929		PREMIER EMBLEM/ E1932		Premier Emblem #E1929	
27	Name Plate	10	\$ 10.00	\$ 100.00	\$ 9.50	\$ 95.00	\$ -	\$ -
	Manufacturer/Model		BLACKINTON/ JS		BLACKINTON/ JS		NO BID	
28	Badge	20	\$ 54.00	\$ 1,080.00	\$ 74.00	\$ 1,480.00	\$ -	\$ -
	Manufacturer/Model		BLACKINTON/ B538		BLACKINTON/ B538		NO BID	
29	Collar Brass	20	\$ 5.00	\$ 100.00	\$ 3.99	\$ 79.80	\$ -	\$ -
	Manufacturer/Model		BLACKINTON/ JSX- JSX		Blackinton/JSO-J55		NO BID	
30	Hat Badge	10	\$ 18.57	\$ 185.70	\$ 24.00	\$ 240.00	\$ -	\$ -
	Manufacturer/Model		BLACKINTON		Blackinton/A175-J		NO BID	
31	Cap Strap	5	\$ 8.00	\$ 40.00	\$ 10.00	\$ 50.00	\$ -	\$ -
	Manufacturer/Model		PREMIER EMBLEM/P8005/P8006		Bayly/HW143		NO BID	
32	Cap Strap Button	10	\$ 0.75	\$ 7.50	\$ 1.59	\$ 15.90	\$ -	\$ -
	Manufacturer/Model		WATERBURY BUTTON CO/ FD BUTTON GLD/SIL		Waterbury/1-00190-2434		NO BID	
33	Coat Button	15	\$ 0.75	\$ 11.25	\$ 12.00	\$ 180.00	\$ -	\$ -
	Manufacturer/Model		WATERBURY BUTTON CO/ FD-63, 43 BUTTON GLD/SIL		Waterbury/1-00190-36PB		NO BID	
Total Base Bid			\$ 29,307.45		\$ 29,947.70		\$ 20,425.00	

CERTIFIED:



L. McGaugh, Purchasing Agent



Witness



Date

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



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 17-51, Fire Department Uniforms – Class A-B

DEADLINE: Thursday August 24, 2017 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Monday July 31, 2017

INVITATION TO BID

Bid 17-51, Fire Department Uniforms – Class A-B

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

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

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

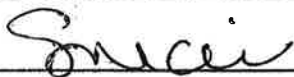
Name of Firm: CRUSE UNIFORMS AND EQUIPMENT, INC

Contact Person: STEPHANIE NICCUM Title: STORE MANAGER

E-Mail: STEPHANIE@CRUSEUNIFORMS.COM Phone: 479-756-8182

Business Address: 1048 S. 48TH ST. SUITE C

City: SPRINGDALE State: ARKANSAS Zip: 72762

Signature:  Date: 8/23/17

City of Fayetteville
Bid 17-51, Fire Department Uniforms – Class A-B
Advertisement

City of Fayetteville, AR
Invitation to Bid
Fire Department Uniform Bids

The City of Fayetteville is accepting bids from uniform and clothing providers to bid on various uniform items.

Bids shall be submitted in sealed envelopes or packages labeled with the bid number and bid description as listed herein. All bids shall be received by Thursday August 24, 2017 before 2:00 PM. All bids shall be delivered to City Hall, Purchasing Division – Room 306, 113 W. Mountain, Fayetteville, Arkansas 72701. A public bid opening will take place in City Hall shortly after the bid deadline.

Uniform Bids:

Bid 17-51, Fire Department Uniforms – Class A-B
Bid 17-52, Fire Department Uniforms – Class C
Bid 17-53, Fire Department Running Shoes
Bid 17-54, Fire Department Duty Boots

Bidding documents shall be obtained by visiting www.fayetteville-ar.gov/bids or from the City of Fayetteville Purchasing Division.

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

The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS
By: Les McGaugh
City Purchasing Agent
Ad Dates: 07/31/17

City of Fayetteville

Bid 17-51, Fire Department Uniforms – Class A-B

Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 45 calendar days from date of received Purchase Order. F.O.B. City of Fayetteville, Central Fire Station, 303 W Center Street, Fayetteville, AR 72701

*Note: All quantities listed are estimates only. The City reserves the right to deviate from quantities listed herein.

ITEM	DESCRIPTION	QTY	PRICE EA	EXTENDED PRICE
1	MENS SHORT SLEEVE DRESS SHIRT MFG/MODEL <u>FLYING CROSS/95R6600</u>	12	\$ <u>48.00</u>	\$ <u>576.00</u>
2	LADIES SHORT SLEEVE DRESS SHIRT MFG/MODEL <u>FLYING CROSS/152R6600</u>	2	\$ <u>48.00</u>	\$ <u>96.00</u>
3	MENS LONG SLEEVE DRESS SHIRT MFG/MODEL <u>FLYING CROSS/45W6600</u>	35	\$ <u>53.00</u>	\$ <u>1855.00</u>
4	LADIES LONG SLEEVE DRESS SHIRT MFG/MODEL <u>FLYING CROSS/102W6600</u>	2	\$ <u>53.00</u>	\$ <u>106.00</u>
5	MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT MFG/MODEL <u>FLYING CROSS/28P8696</u>	10	\$ <u>104.00</u>	\$ <u>1040.00</u>
6	LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT MFG/MODEL <u>FLYING CROSS/4800S</u>	5	\$ <u>104.00</u>	\$ <u>520.00</u>
7	MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT MFG/MODEL <u>FLYING CROSS/17B8696C</u>	5	\$ <u>347.00</u>	\$ <u>1735.00</u>

BID FORM CONTINUES ON NEXT PAGE

Bidder Name: STEPHANIE NICCUM

8	LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT	5	\$ <u>347.00</u>	\$ <u>1735.00</u>
	MFG/MODEL <u>FLYING CROSS/4800SDC</u>			
9	MENS DAY UNIFORM PANT	5	\$ <u>32.00</u>	\$ <u>160.00</u>
	MFG/MODEL <u>5.11/74461-BLK</u>			
10	MENS DAY UNIFORM DRESS PANT	5	\$ <u>44.00</u>	\$ <u>220.00</u>
	MFG/MODEL <u>5.11/74338-BLACK</u>			
11	DRESS UNIFORM TIE	10	\$ <u>5.25</u>	\$ <u>52.50</u>
	MFG/MODEL <u>SAMUEL BROOME/45135</u>			
12	DRESS HAT	10	\$ <u>68.00</u>	\$ <u>680.00</u>
	MFG/MODEL <u>KEYSTONE/R-13 WHT AND BLK</u>			
13	DRESS BELT	5	\$ <u>27.50</u>	\$ <u>137.50</u>
	MFG/MODEL <u>WILDT LEATHER/10-S 10-G</u>			
14	UNIFORM BELT	30	\$ <u>18.75</u>	\$ <u>562.50</u>
	MFG/MODEL <u>5.11/59538</u>			
15	MENS UNIFORM PANT	50	\$ <u>56.00</u>	\$ <u>2800.00</u>
	MFG/MODEL <u>5.11/ 74369</u>			
16	LADIES UNIFORM PANT	5	\$ <u>56.00</u>	\$ <u>280.00</u>
	MFG/MODEL <u>5.11/ 64386</u>			
17	MENS UNIFORM SHORTS	30	\$ <u>53.00</u>	\$ <u>1590.00</u>
	MFG/MODEL <u>5.11/ 73327</u>			

BID FORM CONTINUES ON NEXT PAGE

Bidder Name: STEPHANIE NICCUM

18	LADIES UNIFORM SHORTS MFG/MODEL <u>5.11/ 63071</u>	20	\$ <u>37.00</u>	\$ <u>740.00</u>
19	MENS SHORT SLEEVE UNIFORM SHIRT MFG/MODEL <u>5.11/ 71038</u>	50	\$ <u>60.00</u>	\$ <u>3000.00</u>
20	LADIES SHORT SLEEVE UNIFORM SHIRT MFG/MODEL <u>5.11/ 61018</u>	20	\$ <u>60.00</u>	\$ <u>1200.00</u>
21	MENS LONG SLEEVE UNIFORM SHIRT MFG/MODEL <u>5.11/ 72074</u>	50	\$ <u>60.00</u>	\$ <u>3000.00</u>
22	LADIES LONG SLEEVE UNIFORM SHIRT MFG/MODEL <u>5.11/ 62010</u>	10	\$ <u>60.00</u>	\$ <u>600.00</u>
23	MENS SOFTSHELL COAT MFG/MODEL <u>5.11/ 48099</u>	10	\$ <u>96.00</u>	\$ <u>960.00</u>
24	MENS SOFTSHELL COAT WATERPROOF MFG/MODEL <u>5.11/ 48112</u>	20	\$ <u>200.00</u>	\$ <u>4000.00</u>
25	FAYETTEVILLE FIRE DEPARTMENT PATCH MFG/MODEL <u>PREMIER EMBLEM/19146-06</u>	50	\$ <u>2.00</u>	\$ <u>100.00</u>
26	REVERSE AMERICAN FLAG PATCH MFG/MODEL <u>PREMIER EMBLEM/ E1929</u>	50	\$ <u>75</u>	\$ <u>37.50</u>
27	NAME PLATE MFG/MODEL <u>BLACKINTON/ J5</u>	10	\$ <u>10.00</u>	\$ <u>100.00</u>

BID FORM CONTINUES ON NEXT PAGE

Bidder Name: STEPHANIE NICCUM

28	BADGE	20	\$ 54.00	\$ 1080.00
	MFG/MODEL <u>BLACKINTON/ B538</u>			
29	COLLAR BRASS	20	\$ 5.00	\$ 100.00
	MFG/MODEL <u>BLACKINTON/ J5X-J5X</u>			
30	HAT BAGDE	10	\$ 18.57	\$ 185.70
	MFG/MODEL <u>BLACKINTON</u>			
31	CAP STRAP	5	\$ 8.00	\$ 40.00
	MFG/MODEL <u>PREMIER EMBLEM</u> <u>p8005/p8006</u>			
32	CAP STRAP BUTTON	10	\$.75	\$ 7.50
	MFG/MODEL <u>WATERBURY BUTTON CO</u> <u>FD-BUTTON GLD/SIL</u>			
33	COAT BUTTON	15	\$.75	\$ 11.25
	MFG/MODEL <u>WATERBURY BUTTON CO</u> <u>FD-63/FD-43 GLD/SIL</u>			

TOTAL BASE BID: \$ 34,504.95

Bids shall be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid. The City intends on awarding this bid to a single vendor.

Bidder Name: STEPHANIE NICCUM

EXECUTION OF BID -

City of Fayetteville, AR

Bid 17-51, Fire Department Uniforms -- Class A-B

Page 6 of 29



DELUXE TROPICAL SHIRTS

65/35 POLY/RAYON

Our Deluxe Tropical shirts combine the sturdiness and wrinkle free benefits of Polyester and Rayon that gets more comfortable after each machine washing. It's still the #1 choice for agencies in America!

STANDARD SHIRT FEATURES:

- Pleated pockets and scalloped flaps with Velcro® closures
 - Full badge sling
 - Supercrease® military-styled creases front and back
 - Optional concealed zipper front may be added
 - Shoulder straps cross stitched symmetrically for neater appearance
- Long and short sleeve styles are available in men's and women's sizes.

WHITE	00	45W66	N	102W66	D	10-10½- oz./Tropical	LS
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WHITE	00	95R66	A	152R66	D	10-10½- oz./Tropical	SS
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USN STYLE MEN'S SERVICE DRESS BLUE PANTS

55% POLY 45% WOOL

The Flying Cross Men's Dress Pants are the top choice of the U.S. Navy for service dress uniforms. Finely crafted of the highest-quality wool, blended with polyester for durability, these pants are perfect for your next official occasion. Reap the benefits of our rigorous attention to detail, including exacting quality standards and all U.S. made components.

- Side pockets
- Freedom Fit waistband provides 2-way stretch for comfort
- Tru-Grip strip helps shirts stay tucked
- Comfortable, soft fabric in a highly professional gabardine weave



USN WOMEN'S SERVICE DRESS BLUE PANTS

55% Poly/45% Wool, Gabardine

Attention to detail shows in our US Navy-style women's dress pants. Finely crafted from a poly-wool blend fabric for durability and all USA-made

- Form flattering fit with front and back waist darts
- Waist darts front and back
- Flared leg
- Non-slip Snug-Tex waistband keeps shirttails tucked in
- Fly-zipper closure at left side with extended-tab two-button closure
- Large watch pocket at right front



MILITARY DRESS STYLE COAT

55% POLY/45% WOOL

The Flying Cross Double Breasted Men's Dress Coat is the top choice of the U.S. Navy for service dress uniforms. Each coat is finely crafted of the highest-quality wool, blended with polyester for durability. For your next official occasion, reap the benefits of our rigorous attention to detail, including exacting quality standards and all U.S. made components.

Men's 11 1/2-12 oz. 55/45 Dacron Polyester/Wool, Gabardine

- Men's 11 1/2-12 oz. 55/45 Dacron Polyester/Wool, Gabardine
- Double breasted
- 6-Gold colored buttons
- Fully lined with peak lapels
- 3 inside cloth reinforced pockets
- Light quilting in upper chest lining
- Optional badge tab may be added
- Classic fit

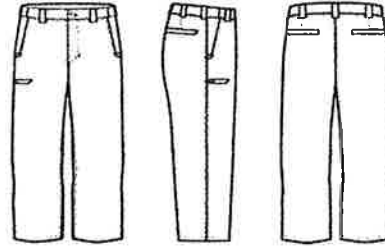


USN STYLE SINGLE BREASTED WOMEN'S SERVICE DRESS BLUE COAT

55% Poly/45% Wool, Gabardine

The Flying Cross Single Breasted Women's Dress Coat is the top choice of the U.S. Navy for service dress uniforms. Each coat is finely crafted of the highest-quality wool, blended with polyester for durability. For your next official occasion, reap the benefits of our rigorous attention to detail, including exacting quality standards and all U.S. made components.

- Single breasted
- 4-button front
- Fully lined with peak lapels
- Form flattering fit with front and back darts
- Upper breast pocket welt (no pocket)
- Optional badge tab may be added
- Zipped sword vent inside pocket



PRODUCT DESCRIPTION: Fast-Tac™ Urban Pant

STYLE NUMBER: 74461, 74461L

FABRIC TYPE: **Main Body:** 4.7 oz, 100% Polyester Woven Ripstop (P/D, non-Branded C6 W/R Finish)
Front hand pocketing/ Back pocketing: 135 gsm Pocketing, 80% Poly/ 20% Cotton
Pocketing & Reinforcement: 100% Nylon 6
 UPF Rating TBD

FEATURES & BENEFITS: C6 water resistant finish
 Flexible, self adjusting, waistband with 7 belt loops
 Total of 5 pockets
 Durable front utility pocket with welt for clipping tools

 Abrasive resistant Nylon 6 for front utility pocket and reinforcement for front hand pocket edges

STITCHING & FINISHING: Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.
 Non-raveling lock stitch top stitching
 Single needle edgestitch top stitching at belt loops and welts
 Double needle top stitching at fly outline, side seam, front rise, back rise, & front hand pockets
 Bar tacked front rise at fly corner, inseam/rise join seam, hand pocket opening ends, welt pocket corners, & belt loops on all corners

CLOSURES: Fly zipper is 5.11 branded, #3 metal YKK® zipper with semi auto slider
 27 ligne Melamine button for center front waistband closure

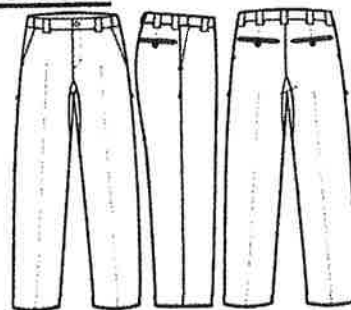
LABELS: 5.11 logo label at wearer's front utility pocket welt
 Main woven and Size/COO labels are sewn at internal center back waistband
 Content, Care, and Factory/PO#/Style#/Dye lot labels are sewn into wearer's left side seam

STOCK SIZES: 74461 (Regular): 28-44 waist (even), 30-36 inseam (even) - 018 Charcoal, 116 Battle Brown, 019 Black, 724 Dark Navy, 055 Khaki
 74461L (Large): 46-54 waist (even), 30-34 inseam (even) - 019 Black, 724 Dark Navy, 055 Khaki

COLORS: 019 Black, 724 Dark Navy, 055 Khaki, 018 Charcoal, 116 Battle Brown

LW {3/7/16}

PRODUCT BID SPEC SPECIFICATION



PRODUCT DESCRIPTION: Men's Twill PDU® Class A Pant

STYLE NUMBER: 74338

FABRIC TYPE: **Main Body:** 65% Polyester 35% Cotton 7.25 oz PDU® Twill with Teflon® finish
Pocketing: 80% Polyester 20% Cotton 4.0 oz. Plain Weave

FEATURES & BENEFITS: Self adjusting tunnel waist for ease of movement.
Silicone internal gripper waistband will help keep your shirt tucked in.
Diamond gusseted crotch for added durability and range of motion.
Permanent military creases for the professional appearance.
Genuine YKK® zippers and PRYM® snaps to help prevent failures.
Machine washable easy care.
Hidden side seam pockets and coin pocket inside wearer's right hand pocket
UPF Rating: 50

STITCHING & FINISHING: Durable 5-7 thread seam construction with 10 stitches per inch.
Non-raveling lock stitch top stitching.
3 thread overlock placed at left and right inside fly, front rise, side seams, inseams, and bottom hem.
Lock stitch seam placed at waistband, back rise, side seam pockets, crotch gusset side seam and inseams.
Single needle topstitch at belt loops, tacked down and up and left fly outline.
Edge stitch at waistband top and bottom, belt loops edges, right fly edge, around fly tab, front and back rise left, around back pocket welts, both edges of back pocket button loops, all pocket facings finish, front pocket bags binding, both crotch gusset edges.
1/4" single needle topstitch at front pocket opening edges.
1/4" gauge double needle stitching at waistband elastic attachments, front pocket bag closures, side seam pocket bags, back pocket bags.
Bartacks at waistband opening, belt loop top corners, bottom of fly, back pocket button loops, front and back crotch gusset points, at left fly upper and top, front pocket bottom openings, and back welt pocket ends.
Triangular bartacks at back welt pocket ends
Key-hole button hole placed at center of fly tab.

CLOSURES: Fly zipper is metallic YKK® zipper with locking slider.
Side seam hidden pocket zipper is a coil YKK® zipper.
Waist snap is metallic PRYM® 5.11 logo snap with extra strong grip.
Buttons on inside french fly, back pockets and a spare placed at wearer's left pocket bag are Aetna Melamine satin finish 4-hole style and are cross tacked.

LABELS: The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the pant

STOCK SIZES: Size chart below

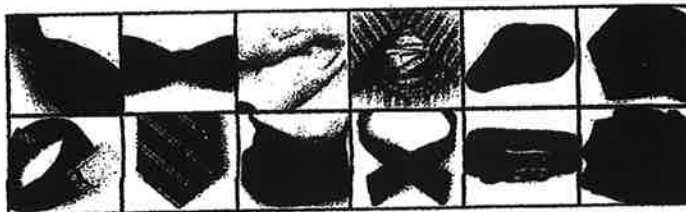
Men's Bottoms

Size	30	31	32	33	34	35	36	38	40	42	44	46	48	50	52	54	56	58	60
Inseam	39.5" UN	39.5" UN	39.5" UN	39.5" UN	39.5" UN	39.5" UN	39.5" UN	39.5" UN	39.5" UN	39.5" UN	39.5" UN	39.5" UN	39.5" UN	39.5" UN	39.5" UN	39.5" UN	39.5" UN	39.5" UN	39.5" UN

COLORS: 750 Midnight Navy, 019 Black, 890 Sheriff Green, 108 Brown

SAMUEL BROOME

UNIFORM ACCESSORIES



Polyester / Wool 3" Necktie with Buttonholes

Style# 45135

3.0" x 57" - Men's Regular

For 61" length see 3.5" necktie with buttonholes

- Polyester / Wool blend - tropical weave
- Packed 12 ties per box

Color Selections:

Taupe 4

Spruce Green 7

Charcoal Grey 18

Powder Blue 20

Dark Navy 61

Bankers Grey 148

Black

Brown 5

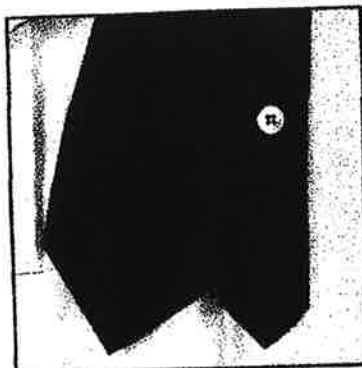
Royal Blue 13

Yale Blue 19

Grey 58

French Blue 114

Forestry Green 289



Buttonhole Feature

For a neater and more professional appearance, slide small end of the tie through the loop and button to shirt.

► RECOMMENDATIONS & DESCRIPTIONS

English Bridle: The light weight belts are about 1/8" thick. Ideal weight for Khakis or someone preferring a light belt.

The medium weight belts are identical to the light – just heavier, about 3/16" thick. We strongly recommend the #11 belt. It's been our best seller. In the medium weight the 1 1/2" outsells the 1 3/4".

Harness: This is a heavy weight belt, about 1/4" – 5/16" thick. We've found two types of stores sell this belt: Workwear stores that cater to farmers, loggers, millworkers, etc., and men's fashion stores where workwear is the "in" fashion.

Black Skirting: We make these belts for uniform stores. The #16 Belt is our best seller in this leather. Its light weight makes it suitable to wear under a duty belt. The #15 is a heavy belt, about 1/4" thick. It's ideal for concealed carry customers as the belt won't twist or bend.

► DESCRIPTIONS OF LEATHERS

English Bridle: Bridle leather has some oil and is finished with waxes. The oil helps it stand up to moisture and the wax gives it a nice appearance for dress or casual.

Harness: Harness leather is stuffed with heavy tallow. This is the leather for anyone who subjects a belt to a lot of abuse. The tallow makes it ideal for repeated wet-dry conditions.

Skirting: Skirting leather has the least oil of all the leathers which enables it to take the basketweave. We oil this leather in shop but still recommend occasional conditioning.

► CUTTING A QUALITY BELT

We cut our belts from the butt and middle of the hide and scrap the shoulders. You'll notice how clean our belts are – free of wrinkles and stretch marks. Those are found in the shoulder and neck areas which is what most belt manufacturers use, because of cost, to produce their belts. Put another way, we use the best part of the best hides we can buy. Rarely does a customer object to the price because the quality of the belt is so apparent.

► SPECIAL SERVICES

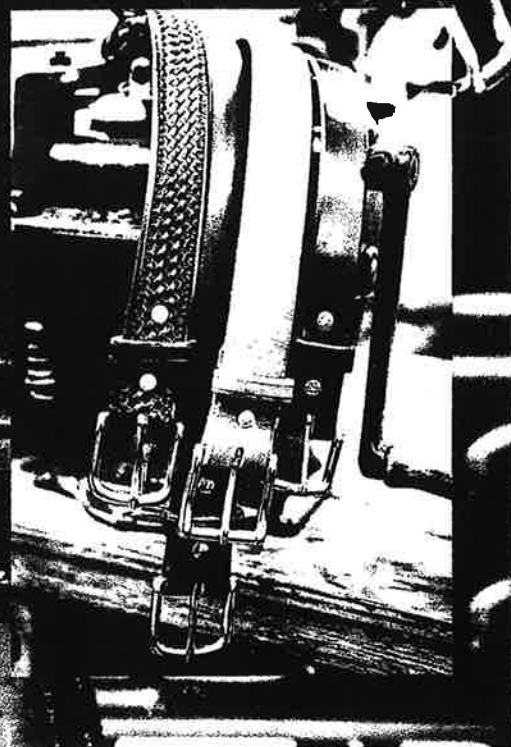
Being a small manufacturer allows us to do specialty runs. We can stamp company logos, install special buckles, etc. Contact us about minimums and set up costs.

► HOW WE STARTED

Jack Wildt started in the shoe repair business in 1972. His son Bryan continued this work and expanded into other leather work in 1993. For the past 15 years we've been making belts for our own retail store. What prompted us to enter into the wholesale business? The success of these belts, the customers who send in friends and co-workers, and the oft-heard comment, "This is the best belt I've ever owned." Fifteen years and about 2,000 belts later, we decided to enter the wholesale market.



*We use the
best part of
the best hides
we can buy.*



PRODUCT BID SPECIFICATION**PRODUCT DESCRIPTION:**

Alta Belt

**STYLE NUMBER:**

59538

DESIGN:

Heavy duty tactical belt

MATERIAL TYPE:

1.75" Nylon Webbing

BUCKLE TYPE:

Parachute grade metal belt buckle with sliding tension bar and triangle D-ring

FEATURES & BENEFITS:

High strength 1.75" wide nylon webbing provides a long service life with little to no elongation or deformation

Webbing is stiff enough to support a holster

Open end of belt is double sealed to resist fraying and maintain appearance.

Webbing can be threaded through the buckle to a wide range of sizes and secured with hook and loop

Molded hook provides superior shear holding strength

Hook and loop secure webbing triangular D-ring keeper

Belt can be quickly converted to a secure tie down or carry strap

Subtle exterior logo treatments

STITCHING & FINISHING:

Bonded Nylon thread; Eight stitches per inch; Single needle lock stitching throughout.

LABELS:

Size/COO label is permanently affixed to the product

STOCK SIZES:

S-4XL

COLORS:

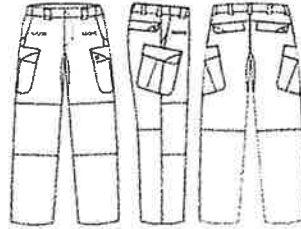
019 Black, 120 Coyote

MO (8/26/16)

PRODUCT BID SPECIFICATION

PRODUCT DESCRIPTION: Flex-Tac® Stryke Pant

STYLE NUMBER: 74369, 74369L, 74369TAA



FABRIC TYPE: **Main Body:** Flex-Tac™ Mechanical Stretch Ripstop 6.76 oz
65% Polyester, 35% Cotton with Teflon® finish
Pocketing: 80% Polyester 20% Cotton 4.8 oz. Plain Weave
Garment Wash: Rinse washed for shrinkage control and pleasant hand feel

FEATURES & BENEFITS: Teflon® treated for spill and stain resistance
Self adjusting tunnel waist with 7 belt loops
Front Pocket openings have self fabric facings and reinforcement fabric on knife clipping area and are firmly bar tacked on both ends
Pocket bags are extra deep, finished clean inside the pant and double stitched for heavy duty
Knife/cell phone pocket bags are made of extra durable reinforcement fabric
Patented Cargo pockets have pleats at center and large flaps with hook & loop
Back Pockets are formed of self fabric with hook & loop secure flap closures
Badge Holders on front belt loops
Gusseted crotch
Double knee with knee pad access inside (order separately)
Articulated knees
UPF Rating: 50

STITCHING & FINISHING: Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.
Non-raveling lock stitch top stitching.
Double needle top stitching at side seams, seat seam, front rise, fly outline, hand pocket openings, knee patches, cargo pockets and all pocket flaps
Bar tacked crotch point, belt loops, cargo pocket and flaps and back pocket openings.
Box stitched hook & loop pieces

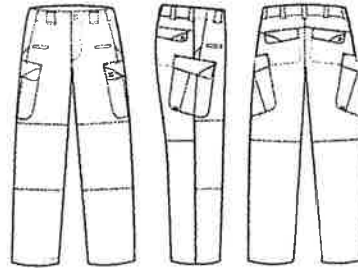
CLOSURES: Fly zipper is metallic YKK® zipper with locking slider.
Waist snap is metallic PRYM® 5.11 logo snap with extra strong grip.
Inside fly button is a 4 hole Melamine buttons that won't melt, burn, or crack. It is cross tacked.

LABELS: Scope embroidery and 5.11 Strip label on outside. The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the inside of the pants.

STOCK SIZES: 28-44 waist, even inseams 30-36
46-54, unhemmed

COLORS: 018 Charcoal, 116 Battle Brown, 192 Tundra, 092 Storm, 055 Khaki
190 TDU Green, 019 Black, 724 Dark Navy, 120 Coyote, 070 Stone

4.24.15 EG

PRODUCT BID SPEC SPECIFICATION

PRODUCT DESCRIPTION: Women's Stryke Pant

STYLE NUMBER: 64386

FABRIC TYPE: **Main Body:** Flex-Tac™ Mechanical Stretch Ripstop 6.76 oz
65% Polyester, 35% Cotton with Teflon® finish
Pocketing: 80% Polyester 20% Cotton 4.0 oz. Plain Weave
Garment Wash: Rinse washed for shrinkage control and pleasant hand feel

FEATURES & BENEFITS: Teflon® treated for spill and stain resistance
Comfort waist with 7 belt loops
Front Pocket openings have self fabric facings and reinforcement fabric on knife clipping area and are firmly bar tacked on both ends

Knife/cell-phone pocket bags & inside cargo pocket divider are made of reinforcement fabric
Pocket bags are extra deep, finished clean inside the pant and double stitched for heavy duty use

Patented Cargo pockets have bellows at center and large flaps with hook & loop closure

Back Pockets are formed of self fabric with hook & loop secure flap closures

Badge Holders on front belt loops

Double knee with knee pad access inside (order separately)

Articulated knees

Gusseted Crotch

UPF Rating: 50

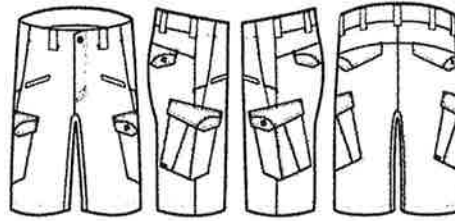
STITCHING & FINISHING: Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.
Non-raveling lock stitch top stitching.
Double needle top stitching at side seams, seat seam, front rise, fly outline, hand pocket openings, knee patches, cargo pockets and all pocket flaps
Bar tacked crotch point, belt loops on all corners,
Cross bar tacked cargo pocket flaps and back pocket openings
Box stitched hook & loop pieces

CLOSURES: Fly zipper is metallic YKK® zipper with locking slider.
Waist snap is metallic PRYM® 5.11 logo snap with extra strong grip.
Inside fly button is a 4 hole Melamine buttons that won't melt, burn, or crack. It is cross tacked.

LABELS: Scope embroidery and 5.11 Strip label on outside. The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the inside of the pants.

STOCK SIZES: 0-20 Even, Inseams (Regular, Long)

COLORS: 019 Black, 724 Dark Navy, 055 Khaki, 092 Storm, 190 TDU Green, 192 Tundra

PRODUCT BID SPEC SPECIFICATION**PRODUCT DESCRIPTION:** Men's Stryke Short**STYLE NUMBER:** 73327

FABRIC TYPE: **Main Body:** Flex-Tac™ Mechanical Stretch Ripstop 6.76 oz
 65% Polyester, 35% Cotton with Teflon® finish
Pocketing: 80% Polyester 20% Cotton 4.8 oz. Plain Weave
Garment Wash: Rinse washed for shrinkage control and pleasant hand feel

FEATURES & BENEFITS: Teflon® treated for spill and stain resistance
 Front Pocket openings have self fabric facings and reinforcement fabric on knife clipping area and are firmly bar tacked on both ends
 use
 Knife/cell phone pocket bags are made of extra durable reinforcement fabric
 Cargo pockets have bellows at center and large flaps with hook & loop closure
 Back Pockets are formed of self fabric with hook & loop secure flap closures
 Gusseted crotch
 UPF Rating: 50

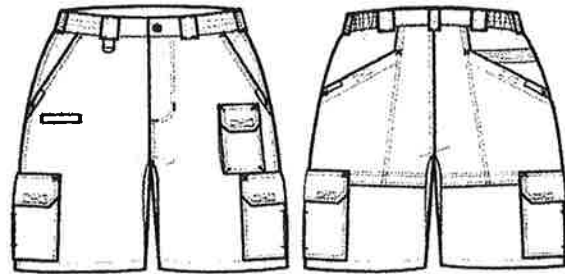
STITCHING & FINISHING: **Seams** are durable with 10 stitches per inch and extra heavy 5-thread construction.
Non-raveling lock stitch top stitching.
Double needle top stitching at side seams, seat seam, front rise, fly outline, hand pocket openings, cargo pockets and all pocket flaps
Bar tacked crotch point, belt loops on all corners, cargo pocket flaps and back pocket openings

CLOSURES: Fly zipper is metallic YKK® zipper with locking slider.
 Waist snap is metallic PRYM® 5.11 logo snap with extra strong grip.
 Inside fly button is a 4 hole Melamine buttons that won't melt, burn, or crack. It is cross tacked.

LABELS: Scope embroideies at wearer's left cargo pocket flap and wearer's back right pocket flap, 5.11 Strip label on wearer's right bottom cargo pocket. The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the inside of the pants.

STOCK SIZES: 28-44 w/ 31, 33, 35 waist
 11" Inseam

COLORS: 192 Tundra, 019 Black, 055 Khaki, 190 TDU Green, 724 Dark Navy, 116 Battle Brown, 092 Storm

PRODUCT BID SPEC SPECIFICATION**PRODUCT DESCRIPTION:** Women's TacLite® Pro Short**STYLE NUMBER:** 63071

FABRIC TYPE: **Main Body:** 65% Polyester 35% Cotton TDU® Ripstop
 6.14 oz with Teflon® finish
Pocketing: 80% Polyester 20% Cotton plain weave

FEATURES & BENEFITS: Lightweight version of the authentic 5.11 Tactical Short
 Fade and wrinkle-resistant, tough, lightweight, breathable
 Teflon® treated for spill and stain resistance
 Flat front with action waist and a gusseted crotch for enhanced movement
 7 belt loops with a D-ring below the front right belt loop
 Deep front pockets with extra reinforcement on knife clipping area.
 Bellowed cargo pockets with flaps
 Knife and Cell phone pockets lined with extra durable Cordura Nylon
 Wearer's right welt knife pocket accommodates the iPhone
 Double seat with large back pockets
 Patented rear strap and slash pockets
 48 bar tacks in high-stress areas
 9" inseam
 UPF Rating: 50

STITCHING & FINISHING: **Seams** are durable with 10 stitches per inch and extra heavy 5-thread construction.
Top Stitching is non-raveling lock stitching.
Double needle top stitching on side seams, seat seams, front rise, fly out line, hand pocket openings, all pockets and pocket flaps and knee patches
Bartacks at crotch point, all belt loop corners, all pocket openings and flaps are cross bar tacked.
Box stitching on all Hook and Loop pieces
Clean finished pocket bags inside the pant, double stitched for heavy duty

CLOSURES: **Zipper** - Fly zipper is metallic YKK® zipper with auto lock slider.
Snap - Waist snap is metallic PRYM® snaps with extra strong grip.
Button - Fly has a back-up button for extra security. It is cross tacked
Hook and Loop closure on cargo pockets, cell phone pocket and back pockets

LABELS: Tactical® Strip label on wearer's right cargo pocket. The woven main label, care label, size label, country of origin label and fiber content label are permanently attached to the inside of the pant

STOCK SIZES: 2-20, even sizes

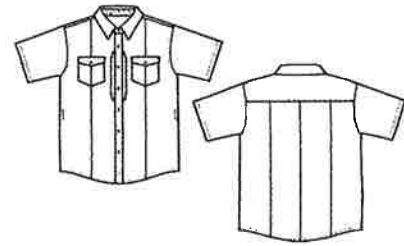
COLORS: 019 Black, 162 TDU Khaki, 724 Dark Navy



BID PRODUCT SPECIFICATION

PRODUCT DESCRIPTION: Men's Stryke PDU® Short Sleeve Shirt - Class B

STYLE NUMBER: 71038



FABRIC TYPE: 78% polyester, 22% cotton, 4.8 oz Flex-Tac® mechanical stretch ripstop with Teflon® finish

FEATURES & BENEFITS:

- Dual chest patch pockets with pen slots
- Hidden zip front closure
- Mic openings at both side seams
- Document pockets on both sides
- Badge tab, epaulettes, camera/radio loop, and name badge protector sewing kit

STITCHING & FINISHING:

- Lockstitch for main construction
- Single Needle overedge lock stitch for arm holes, and side seams
- Bartacks in all stress areas

CLOSURES:

- #3 coil YKK® zipper at center front placket
- Melamine buttons at collar, center front placket, pockets, and epaulette kit
- Hook and loop pocket closures

LABELS:

- Size/country of origin label at center back neck
- Content/care label at lower side seam

STOCK SIZES: S-6XL (Short, Regular, Tall)

COLORS: 019 Black, 750 Midnight Navy

(6/16/15 KF)



BID PRODUCT SPECIFICATION

PRODUCT DESCRIPTION: Women's Stryke PDU® Short Sleeve Shirt - Class B

STYLE NUMBER: 61018



FABRIC TYPE: 78% polyester, 22% cotton, 4.8 oz Flex-Tac® mechanical stretch ripstop with Teflon® finish

FEATURES & BENEFITS:

- Dual chest patch pockets with pen slots
- Hidden zip front closure
- Mic openings at both side seams
- Document pockets on both sides
- Badge tab, epaulettes, camera/radio loop, and name badge protector sewing kit

STITCHING & FINISHING:

- Lockstitch for main construction
- Single Needle overedge lock stitch for arm holes, and side seams
- Bartacks in all stress areas

CLOSURES:

- #3 coil YKK® zipper at center front placket
- Melamine buttons at collar, center front placket, pockets, and epaulette kit
- Hook and loop pocket closures

LABELS:

- Size/country of origin label at center back neck
- Content/care label at lower side seam

STOCK SIZES: S-6XL (Short, Regular, Tall)

COLORS: 019 Black, 750 Midnight Navy

(6/16/15 KF)

BID PRODUCT SPECIFICATION

PRODUCT DESCRIPTION: Men's Stryke PDU® Long Sleeve Shirt - B Class

STYLE NUMBER: 72074



FABRIC TYPE: 78% polyester, 22% cotton, 4.8 oz Flex-Tac® mechanical stretch ripstop with Teflon® finish

FEATURES & BENEFITS:

- Dual chest patch pockets with pen slots
- Hidden zip front closure
- Mic openings at both side seams
- Document pockets on both sides
- Badge tab, epaulettes, camera/radio loop, and name badge protector sewing kit

STITCHING & FINISHING:

- Lockstitch for main construction
- Single Needle overedge lock stitch for arm holes, and side seams
- Bartacks in all stress areas

CLOSURES:

- #3 coil YKK® zipper at center front placket
- Melamine buttons at collar, center front placket, pockets, sleeves, and epaulette kit
- Hook and loop pocket closures

LABELS:

- Size/country of origin label at center back neck
- Content/care label at lower side seam

STOCK SIZES: S-6XL (Short, Regular, Tall)

COLORS: 019 Black, 750 Midnight Navy

(6/16/15 KF)



BID PRODUCT SPECIFICATION

PRODUCT DESCRIPTION: Women's Stryke PDU® Long Sleeve Shirt - Class B

STYLE NUMBER: 62010



FABRIC TYPE: 78% polyester, 22% cotton, 4.8 oz Flex-Tac® mechanical stretch ripstop with Teflon® finish

FEATURES & BENEFITS:

- Dual chest patch pockets with pen slots
- Hidden zip front closure
- Mic openings at both side seams
- Document pockets on both sides
- Badge tab, epaulettes, camera/radio loop, and name badge protector sewing kit

STITCHING & FINISHING:

- Lockstitch for main construction
- Single Needle overedge lock stitch for arm holes, and side seams
- Bartacks in all stress areas

CLOSURES:

- #3 coil YKK® zipper at center front placket
- Melamine buttons at collar, center front placket, pockets, sleeves, and epaulette kit
- Hook and loop pocket closures

LABELS:

- Size/country of origin label at center back neck
- Content/care label at lower side seam

STOCK SIZES: S-6XL (Short, Regular, Tall)

COLORS: 019 Black, 750 Midnight Navy

(6/16/15 KF)

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PRODUCT BID SPECIFICATION



PRODUCT DESCRIPTION: Chameleon Softshell Jacket

STYLE NUMBER: 48099

FABRIC TYPE: Main body & Chin Guard: 100% Polyester Bonded Softshell
Lining: 100% Polyester mesh
Splash guard on lower lining: 100% Nylon Taffeta
Pocket lining: 100% Polyester brushed mesh tricot
Pull-out panels: 100% 600 Denier Hammerhead Polyester

FEATURES & BENEFITS: Main body uses wind and water repellant bonded fleece softshell fabric with mechanical stretch. Mesh lining offers enhanced breathability while remaining warm and comfortable. Brushed tricot used for pocket lining for warmth. Pull-out removable ID panels using durable and sturdy hammerhead polyester fabric to withstand embellishments. Gorilla Grip tape applied around the left sleeve pocket. Elasticized cuffs have hook & loop adjustment tabs. Chin guard protects from abrasion. Molded ergonomic zipper puller with 5.11 Logo and cording on center front zipper. Drop tail design with contemporary fit. Key clip located inside left handwarmer pocket. Three compartment pocket located inside left chest. 5.11 Scope logo printed tape used inside back neck as hanger loop and at top edge of inside pocket. YKK® zippers used for all zippered closures.

STITCHING & FINISHING: Decorative stitching: Chest pocket flange, Back yoke flange
Stitch in the ditch: Collar top edge guard
Single needle stitching: Sleeve cuff facings, lower hemline, and hemline facing
Edge stitch: CF zipper, shoulder seams, armholes, chest pocket flanges, chest pocket flange zippers, lower hand warmer pockets, sleeve seams, sleeve cuff facings, sleeve cuff tabs, lower hemline facings, lower hem join seams, back yoke flange.
Shadow stitch: Lower hand warmer pockets
Horizontal Bartacks: Lower hand pockets
Vertical Bartacks: Collar top edge, chin guard, cf zipper top and bottom

LABELS: Jackets has a Main label, care label, size/coo label, fiber content label and factory label permanently attached to the garment.

CLOSURES: YKK® #5 Vislon 2way separating zipper, DALH slider for right hand/left insert construction at center front
YKK® Coil, reversed closed bottom, non lock, DFBW1 slider with enamel finish at chest and back pullout pockets, sleeve pocket, hand pockets
Hook & loop closure at cuff tabs and lining pocket

STOCK SIZES: XS-3XL

COLORS: 033 Granite/Black, 131 Flat Dark Earth/Military Brown, 191 Moss/Black, 019 Black, 724 Dark Navy

3/29/16 TC

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FRM 7317 B



PRODUCT BID SPEC SPECIFICATION

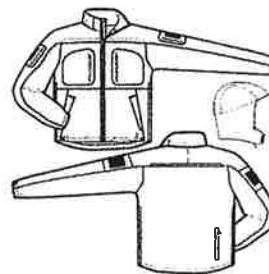
PRODUCT DESCRIPTION: Sabre Jacket 2.0

STYLE NUMBER: 48112

FABRIC TYPE: Micro-soft shell: (outer) 96% Polyester 4% Spandex

Body Lining: 100% Nylon Taffeta

Pockets and Chin Guard: Polyester Brushed Tricot



FEATURES & BENEFITS: Laminated, 3-layer micro-polyester shell that is lightweight, durable, windproof, waterproof and breathable.

Welded seams and watertight YKK zippers (with zipper garages)

A removable hood zips on the collar and can be stowed in the rear pocket

Quixip side seam zipper system for quick access to belt and added ventilation

Concealed ID panels on the front and back of the jacket can be imprinted or removed

A total of 7 external pockets make it easy to stow extra small gear.

The jacket shall incorporate eleven (11) pockets as described below:

There are two (2) specially design cuff closures that can be used as thumb loops.

There is a removable hood, and three removable ID panels hidden in pockets.

POCKET DESIGN:

Two interior chest pockets: one with zipper closure, one with hook and loop closure

Two lower front hand pockets are angled, covered, reversed welt to shed water

Two vertical sleeve pockets with waterproof zipper closures

Two vertical chest pockets

There is one pull-out panel pocket at upper back

Removable pull-out badge holders are inside 2 zippered horizontal chest pockets

One vertical welt zipper pocket for stowing hood.

HOOD DESIGN:

The hood is an adjustable, removable hood

It is three piece construction for improved shape to head

It has a drawcord back adjustment, with draw cord hood and opening adjustment secured to head with an enhance peripheral vision

The hood as a integral visor that attaches to the jacket with YKK zipper

UPF Rating: 50

STITCHING & FINISHING: Fully Seam sealed construction. Waterproof zippered pockets. Welded Seams and Zipper garages. Fully lined shell body, bar tacked reinforced pocket opening and zipper ends, and hand warmer pocket bags.

CLOSURES: YKK Zipper – Jacket zippers include five (5) water proof zippers: one (1) center front, two (2) vertical chest, and two (2) sleeve, each constructed with a slider "garage". Two (2) coil side zippers to accommodate a holster and provide underarm ventilation. Coil zippers on internal pocket, ID Panel Pockets, front hand pockets, hood attachment and hood stowe pocket. PRYM Snap – Plastic Cap Snaps two (2) on cuff tab/thumbloop closure.

LABELS: Main Label, Size/COO Label, Care Label, Content Label and Factory Label permanently attached to the garment.

STOCK SIZES: XS-4XL

COLORS: Black 019, Dark Navy 724, Coyote 120, 191 Moss

DB 04/24/15

CF 4/24/15

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FRM 7317 B

PREMIER EMBLEM & INSIGNIA

**2111 WEST AVENUE
SAN ANTONIO, TEXAS 78201
PHONE 800-823-4774 FAX 800-631-2774**

APRE19146-06 FAYETTEVILLE FIRE DEPARTMENT ARK

Size 4.5" tall x 4" wide

Twill background with 85% embroidery coverage

Plastic backing

Twill – navy vat dyed polyester – A334

red thread - TL701

white thread - TL800

gold thread – TL546

navy thread – TL335

Border – gold TL546



Blackinton®



Dimensions: 2 1/4" (W) x 1/2" (H)

J5

Description

Quality engraved name bar that is sold as shown with up to 24 characters per line (2 line max) or you can have an 11/16" or 1/2" seal applied to it with up to 20 characters per line.

Shipping Information

This product will ship within 5-7 business days.

Notes

This name bar is available with clutch back, safety catch, or magnetic attachment. This product can be found in our **Law Enforcement** catalog on **page 69** and our **Fire - Rescue** catalog on **page 33..**

Blackinton[®]



Dimensions: 1 3/4" (W) x 3" (H)

B538 Badge with Eagle and Circular Panel

Description

One of our most popular badge styles, this badge has four spacious areas for lettering plus eye-catching detailing!

Notes

This badge is available under the QuickShip program if ordered in Nickel, Rhodium, or Gold Plate with a standard seal, and regular enamel. Under Quickship orders can't be combined to ship complete.

Badges ship when they are ready. This product can be found in our **Law Enforcement** catalog on **page 2** and our **Fire - Rescue** catalog on **page 2**..

- Width 1 3/4"
- Height 3"
- DAP FLAT
- Applied Panel Badge No
- Lettering Panels 4
- Construction SHELL
- Reverse Enamel No
- Minimum Seal Size 15/16"
- Maximum Seal Size 1 1/16"
- Default Seal Size 15/16"

Blackinton®



J50

This exquisite single bugle lapel pin.

Width : 5/16"
Height : 13/16"



J51

This exquisite lapel pin featuring two bugles side by side.

Width : 11/16"
Height : 13/16"



J53

This exquisite lapel pin features three crossed bugles.

Width : 7/8"
Height : 7/8"



J54

This exquisite lapel pin features four crossed bugles.

Width: 15/16"
Height: 13/16"



J55

This exquisite lapel pin features five crossed bugles.

Width : 7/8"
Height : 7/8"

Blackinton



A2327

This robust cap badge features a detailed scramble of a helmet, vertical ladder, horn and hook.

Diameter: 1 5/8"



A2912

This gleaming cap badge features a finely-detailed vertical horn, a shining sunburst background and a rugged rope-style rim!

Diameter : 1 9/16"



A175

This historical item features two vertical horns with a round sunburst background.

Diameter: 1 1/2"



A2910

This gleaming cap badge features three finely-detailed crossed horns, a shining sunburst background and a rugged rope-style rim.

Diameter : 1 9/16"



A1962

This gleaming cap badges four crossed horns with a round sunburst background.

Diameter : 1 9/16"

Blackinton[®]



A2811

This gleaming cap badge for a Chief features five crossed horns with a round sunburst background.

Diameter : 1 9/16"

consideration.

*NAME OF FIRM: CRUSE UNIFORMS AND EQUIPMENT, INC

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name CRUSE UNIFORMS AND EQUIPMENT, INC

*BUSINESS ADDRESS: 1048 S. 48TH ST. SUITE C

*CITY: SPRINGDALE

*STATE: ARKANSAS

*ZIP: 72762

*PHONE: 479-756-8182

FAX: 479-756-1225

*E-MAIL: STEPHANIE@CRUSEUNIFORMS.COM

*BY: (PRINTED NAME) STEPHANIE NICCUM

*AUTHORIZED SIGNATURE: 

*TITLE: STORE MANAGER

*DUNS NUMBER: 160910605

CAGE NUMBER: _____

*TAX ID NUMBER: 58-231375

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville

Bid 17-51, Fire Department Uniforms – Class A-B

General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have adequate experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

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

6. **CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWAL OF PROPOSAL:**

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

8. **LATE PROPOSAL OR MODIFICATIONS:**

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICTON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon

the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

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

to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. *Sales tax shall not be included in the bid price.* Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.
27. **ATTACHMENTS TO BID DOCUMENTS:** N/A

City of Fayetteville

Bid 17-51, Fire Department Uniforms – Class A-B

Technical Specifications: Fire Department Uniforms – Class A-B

BIDDING REQUIREMENTS:

- When given a specification option with a blank (example a. _____), bidder shall write a "check mark" or write "yes" indication yes if the accompanies specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "NO" or leaving the item blank and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

GENERAL:

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums unless otherwise noted.
- 1.3 All quantities noted in the bid tab are estimated annual quantities and the City reserves the right to order additional quantities as needed as long as bid pricing remains firm from the awarded bidder.
- 1.4 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall NOT include sales tax. Sales tax will apply upon invoicing but will not be considered for bid evaluation.
- 1.5 Orders for Class-A uniforms shall be received by the City of Fayetteville within **60 calendar days** of notice of order placed by the City to the awarded vendor. Orders for uniforms that require tailoring or other manufacturing shall be received by the City of Fayetteville within **28 calendar days** of notice of order placed by the City to the awarded vendor. All other orders shall be received by the City of Fayetteville within **14 calendar days** of notice of order placed by the City to the awarded vendor.
- 1.6 The City reserves the right to request samples to determine that they meet specifications. In the event a sample is requested, bidder shall ship sample to City immediately and sample shall be received within three (3) business days. Additional consideration will be given by the City in cases where the sample is coming from a third party, such as manufacturer.
- 1.7 Any exception taken to these specifications and bid documents shall be noted and clearly identified on these documents provided by the City. Bidders shall note the difference next to the related specification when applicable. The City reserves the right to accept or reject exceptions to specifications.
- 1.8 Bidders, if not the manufacturer, shall be a current authorized dealer of any item bid and have jurisdiction to sell to the territory covering area bid.
- 1.9 The Bidder shall be made available to the City to measure employees to assure proper sizing of

uniforms.

- 1.10 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 1.11 Any additional cost for larger sizes shall be noted on bid form. If cost is not noted, the price shall remain the same for all sizes.
- 1.12 Final location of all patches shall be approved by the Fayetteville Fire Department prior to installation of patch.
- 1.13 This bid shall be valid for one (1) year, beginning with the date approved by the Fayetteville City Council or date of Purchase Order, whichever is earlier. This bid may be renewed for an additional four (4) one year terms for a total possible contract time of five (5) years.
- 1.14 Patches shall be ordered and stocked by the vendor. The Fayetteville Fire Department patch shall be sewn to the left sleeve and the American flag to the right. Patches shall be sewn to all shirts and Class-A coats. They shall be 1-1/2" from the top of the sleeve at the shoulder and centered on the sleeve using the center of the shoulder, as the garment is intended to ride on the wearer, for a reference.
- 1.15 All sewing and tailoring of the garments shall be provided by the vendor and will be inclusive of the bid price.
- 1.16 The vendor shall offer tailoring services for future alterations to previously purchased garments.

1. ITEM 1 –MENS SHORT SLEEVE DRESS SHIRT

1.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 95R66 or equal
- c. ☒ White
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- g. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large, and XXX-Large
- h. ☒ 5 silicone military creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- i. ☒ Pleated pockets and scalloped flaps
- j. ☒ Hidden pencil compartment inside left breast pocket
- k. ☒ Interior badge reinforced sewn eyelets
- l. ☒ Full badge sling
- m. ☒ Conventional collar with permanent stays
- n. ☒ Fabric shall contain MCS to channel moisture
- o. ☒ 7 button placket front
- p. ☒ Patches shall be attached 1 ½ inches below shoulder seam on each sleeve

2. ITEM 2 –LADIES SHORT SLEEVE DRESS SHIRT

2.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 152R66 or equal
- c. ☒ White
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- g. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large
- h. ☒ 5 silicone military creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- i. ☒ Pleated pockets and scalloped flaps
- j. ☒ Hidden pencil compartment inside left breast pocket
- k. ☒ Interior badge reinforced sewn eyelets
- l. ☒ Full badge sling
- m. ☒ Conventional collar with permanent stays
- n. ☒ Fabric shall contain MCS to channel moisture
- o. ☒ 7 button placket front
- p. ☒ Patches shall be attached 1 ½ inches below shoulder seam on each sleeve

3. ITEM 3 – MENS LONG SLEEVE DRESS SHIRT

3.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 45W66 or equal
- c. ☒ White
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- g. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large, and XXX-Large
- h. ☒ 5 silicone creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- i. ☒ Pleated pockets and scalloped flaps
- j. ☒ Hidden pencil compartment inside left breast pocket
- k. ☒ Interior badge reinforced sewn eyelets
- l. ☒ Full badge sling
- m. ☒ Conventional collar with permanent stays
- n. ☒ Fabric shall contain MCS to channel moisture
- o. ☒ 7 button placket front
- p. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve

4. ITEM 4 – LADIES LONG SLEEVE DRESS SHIRT

4.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 102W66 or equal
- c. ☒ Available in both Male and Female styles
- d. ☒ White
- e. ☒ Machine washable
- f. ☒ Wrinkle resistant
- g. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- h. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large
- i. ☒ 5 silicone creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- j. ☒ Pleated pockets and scalloped flaps
- k. ☒ Hidden pencil compartment inside left breast pocket
- l. ☒ Interior badge reinforced sewn eyelets
- m. ☒ Full badge sling
- n. ☒ Conventional collar with permanent stays
- o. ☒ Fabric shall contain MCS to channel moisture
- p. ☒ 7 button placket front
- q. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve

5. ITEM 5 – MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT

5.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Freedom Fit waistband
- c. ☒ Flying Cross Model #28P8696 or equal
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Available in varying lengths and sizes
- g. ☒ Dark Navy Blue
- h. ☒ Tru-Grip strip
- i. ☒ 55% Polyester/45% High Quality Wool
- j. ☒ Side Pockets
- k. ☒ Two (2) hip pockets

6. ITEM 6 – LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT

6.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Flying Cross Model #4800S or equal
- c. ☒ Navy Blue
- d. ☒ Waist darts front and back
- e. ☒ Flared leg
- f. ☒ Non-slip Snug-Tex or equal waistband to keep shirts tucked in
- g. ☒ Fly-zipper closure at left side with extended-tab two-button closure
- h. ☒ Large watch pocket at right front
- i. ☒ 55% Polyester/45% Wool, Gabardine

- j. ☒ Shall be available in various sizes and lengths

7. ITEM 7 – MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT

7.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Flying Cross Model #17B8696C or equal
- c. ☒ Double Breasted
- d. ☒ Six (6) colored buttons – choice of gold or silver
- e. ☒ Fully lined with peak lapels
- f. ☒ Two (2) lower welt pockets plus an upper breast pocket welt
- g. ☒ Cloth reinforced pockets
- h. ☒ Light quilting in upper chest lining
- i. ☒ Classic Fit
- j. ☒ Dark Navy Blue
- k. ☒ Available in varying lengths and sizes
- l. ☒ 55% Polyester/ 45% Wool Gabardine Weave
- m. ☒ Full Rayon lining shall be manufacturer's standard lining
- n. ☒ Badge tap on left chest
- o. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

8. ITEM 8 – LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT

8.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Flying Cross Model# 4800SDC ore equal
- c. ☒ Dark Navy
- d. ☒ 55% Polyester/45% Wool, Gabardine
- e. ☒ Single breasted
- f. ☒ 4- button front – choice of gold or silver
- g. ☒ Fully lined with peak lapels
- h. ☒ Full Rayon Lining shall be manufacture's standard lining
- i. ☒ Front and back darts
- j. ☒ Upper breast pocket welt
- k. ☒ Badge tab on left chest
- l. ☒ Zipped vent inside pocket
- m. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

9. ITEM 9 – MENS DAY UNIFORM PANT

9.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Fast-Tac™ Urban Pant Part Number 74461 or Equal

- c. ☒ Black
- d. ☒ Size: Waist: 28 – 54; Lengths: 30 – 36
- e. ☒ Lightweight 4.7 oz. 100% polyester Fast-Tac™ fabric
- f. ☒ Bartacking at fly corner
- g. ☒ YKK® Zippers
- h. ☒ 27 ligne Melamine button for center front closure
- i. ☒ Durable work pant with sleek design
- j. ☒ Water resistant finish
- k. ☒ 5 pockets
- l. ☒ Reinforced front utility pocket edges
- m. ☒ Flexible, self-adjusting waistband with 7 loops

10. ITEM 10 – MENS DAY UNIFORM DRESS PANT

10.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 511 Tactical Model # 74338 or equal
- c. ☒ Black
- d. ☒ 65% Polyester/35% Cotton PDU Twill or equal with Teflon finish
- e. ☒ Self-adjusting tunnel waist
- f. ☒ Silicone internal gripper waistband
- g. ☒ Diamond gusseted crotch
- h. ☒ Permanent military creases
- i. ☒ YKK Zippers and PRYM snaps or equal
- j. ☒ Machine washable
- k. ☒ Wrinkle Resistant
- l. ☒ Hidden side seam pockets
- m. ☒ Bar tacks at waistband opening and pocket ends
- n. ☒ Two (2) button pockets on back
- o. ☒ Available in various sizes and lengths

11. ITEM 11 – DRESS UNIFORM TIE

11.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ Broome Style 45135 or equal
- c. ☒ 3.0" x 57" and 3.0" x 61"
- d. ☒ Polyester/Wool blend with tropical weave
- e. ☒ 3 buttonholes to attach tie to shirt
- f. ☒ Black

12. ITEM 12 – DRESS HAT

12.1 DESIGN/CONSTRUCTION

- a. ☒ All materials shall be new and without flaws that affect appearance, durability, and function
- b. ☒ Keystone Uniform Cap or equal
- c. ☒ Serge round top style
- d. ☒ Band with Fire Department button available in Gold or Silver
- e. ☒ Available in both Dark Navy and White

13. ITEM 13 – DRESS BELT

13.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ Premier Emblem Model# PL-1511U or equal
- c. ☒ Superior leather quality uniform style belt
- d. ☒ Smooth finish
- e. ☒ Black leather
- f. ☒ 1 ½ inch width
- g. ☒ Available in silver or gold buckle
- h. ☒ Available in various sizes

14. ITEM 14 – UNIFORM BELT

14.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 ALTA Belt Part Number 59538 or equal
- c. ☒ Black
- d. ☒ Sizes: Small – XXXX-Large
- e. ☒ Parachute grade metal buckle with sliding tension bar
- f. ☒ Quickly converts to a tie-down or carry strap
- g. ☒ Triangle D-Ring
- h. ☒ Bonded nylon thread
- i. ☒ Subtle exterior logo treatments

15. ITEM 15 – MENS UNIFORM PANT

15.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Stryke™ Pant Part Number 74369 or Equal
- c. ☒ Navy Blue & Khaki
- d. ☒ Size: Waist: 28 – 54; Lengths: 30 – 36 & Unhemmed

- e. ☒ BDU Trouser.
- f. ☒ 6.76 oz. Flex- Tac® ripstop fabric
- g. ☒ Self- adjusting tunnel waistband
- h. ☒ Gusseted construction
- i. ☒ Articulated knees (kneepad ready - inside inseam)
- j. ☒ Bartacking at major seams and stress points
- k. ☒ Teflon® finish
- l. ☒ 12 pockets, including double- deep cargo pockets
- m. ☒ Rinse washed
- n. ☒ YKK® zippers
- o. ☒ Prym® snapsITEM

16. ITEM 16 – LADIES UNIFORM PANT

16.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Stryke™ Pant* Part Number 64386 or Equal
- c. ☒ Navy Blue & Khaki
- d. ☒ Size: Waist: 0 – 20; Lengths: Regular & Long
- e. ☒ BDU Trouser.
- f. ☒ 6.76 oz. Flex- Tac® ripstop fabric
- g. ☒ Fixed waistband
- h. ☒ Gusseted construction
- i. ☒ Articulated knees (kneepad ready - inside inseam)
- j. ☒ Bartacking at major seams and stress points
- k. ☒ Teflon® finish
- l. ☒ 12 pockets, including double- deep cargo pockets
- m. ☒ Rinse washed
- n. ☒ YKK® zippers
- o. ☒ Prym® snapsITEM

17. ITEM 17 – MENS UNIFORM SHORTS

17.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Stryke™ Pant* Part Number 73327 or Equal
- c. ☒ Dark Navy Blue
- d. ☒ Size: Waist: 28 – 44; Length: 11"
- e. ☒ BDU Shorts
- f. ☒ 4.84 oz. Flex-Tac® ripstop fabric

- g. ☒ Fixed waistband
- h. ☒ Fully gusseted crotch
- i. ☒ Multi-purpose thigh pockets
- j. ☒ Low-profile cargo pockets
- k. ☒ Teflon® finish
- l. ☒ YKK® zippers

18. ITEM 18 – LADIES UNIFORM SHORTS

18.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Taclite™ Pro* Part Number 63071 or Equal
- c. ☒ Dark Navy Blue
- d. ☒ Size: Waist: 2 – 20; Length: 9"
- e. ☒ BDU Shorts
- f. ☒ 6.14 oz. polyester/ cotton TACLITE® ripstop fabric
- g. ☒ Adjustable waistband
- h. ☒ Double- reinforced seat
- i. ☒ Bartacking at major seams and stress points
- j. ☒ Triple- stitching
- k. ☒ Six pockets
- l. ☒ Extra deep front pockets & Strap- and- slash pockets
- m. ☒ Thigh- mounted utility pockets
- n. ☒ Hip- mounted D- ring
- o. ☒ YKK® zippers
- p. ☒ Prym® snaps

19. ITEM 19 – MENS SHORT SLEEVE UNIFORM SHIRT

19.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Stryke™* Class-B PDU Short Sleeve Shirt part number 61018 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: Small, Medium, Large, X-Large, XX-Large, XXX-Large, and XXXX-Large
- e. ☒ Dimensions: Short, Regular, and Tall

- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric
- g. ☒ Triple needle stitching
- h. ☒ Reinforced bartacking at major stress points
- i. ☒ Melamine buttons won't melt, burn, or crack
- j. ☒ Superior durability, breathable comfort
- k. ☒ Permanent creases ensure clean lines
- l. ☒ Teflon® treatment for stain, soil, and moisture resistance
- m. ☒ 5.11® Hidden Document Pockets
- n. ☒ Hidden front zip closure
- o. ☒ Pass-through mic access
- p. ☒ Badge tab Sewn to garment
- q. ☒ Camera/radio loop enforcement kit
- r. ☒ Epaulette kit
- s. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

20. ITEM 20 – LADIES SHORT SLEEVE UNIFORM SHIRT

20.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Stryke™ Class-B PDU Short Sleeve Shirt part number 71038 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: X-Small, Small, Medium, Large, and X-Large
- e. ☒ Dimensions: Regular, and Tall
- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric
- g. ☒ Triple needle stitching
- h. ☒ Reinforced bartacking at major stress points
- i. ☒ Melamine buttons won't melt, burn, or crack
- j. ☒ Superior durability, breathable comfort
- k. ☒ Permanent creases ensure clean lines
- l. ☒ Teflon® treatment for stain, soil, and moisture resistance
- m. ☒ 5.11® Hidden Document Pockets
- n. ☒ Hidden front zip closure
- o. ☒ Pass-through mic access
- p. ☒ Badge tab Sewn to garment
- q. ☒ Camera/radio loop enforcement kit
- r. ☒ Epaulette kit
- s. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

21. ITEM 21 – MENS LONG SLEEVE UNIFORM SHIRT

21.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and

- function
- b. ☒ 5.11 *Stryke*™ Class-B PDU Long Sleeve Shirt part number 72074 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: Small, Medium, Large, X-Large, XX-Large, XXX-Large, and XXXX-Large
- e. ☒ Dimensions: Short, Regular, and Tall
- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric
- g. ☒ Triple needle stitching
- h. ☒ Reinforced bartacking at major stress points
- i. ☒ Melamine buttons won't melt, burn, or crack
- j. ☒ Superior durability, breathable comfort
- k. ☒ Permanent creases ensure clean lines
- l. ☒ Teflon® treatment for stain, soil, and moisture resistance
- m. ☒ 5.11® Hidden Document Pockets
- n. ☒ Hidden front zip closure
- o. ☒ Pass-through mic access
- p. ☒ Badge tab Sewn to garment
- q. ☒ Camera/radio loop enforcement kit
- r. ☒ Epaulette kit
- s. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

22. ITEM 22 – LADIES LONG SLEEVE UNIFORM SHIRT

22.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Stryke*™ Class-B PDU Long Sleeve Shirt part number 62010 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: X-Small, Small, Medium, Large, and X-Large
- e. ☒ Dimensions: Regular, and Tall
- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric & Triple needle stitching
- g. ☒ Reinforced bartacking at major stress points
- h. ☒ Melamine buttons won't melt, burn, or crack
- i. ☒ Superior durability, breathable comfort
- j. ☒ Permanent creases ensure clean lines
- k. ☒ Teflon® treatment for stain, soil, and moisture resistance
- l. ☒ 5.11® Hidden Document Pockets
- m. ☒ Hidden front zip closure
- n. ☒ Pass-through mic access
- o. ☒ Badge tab Sewn to garment
- p. ☒ Camera/radio loop enforcement kit
- q. ☒ Epaulette kit
- r. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

23. ITEM 23 – MENS SOFTSHELL COAT

23.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Chameleon Softshell Jacket Part Number 48099 or equal
- c. ☒ Dark Navy Blue
- d. ☒ Sizes: X-Small – XXXX-Large
- e. ☒ Polyester bonded softshell
- f. ☒ Breathable mesh lining
- g. ☒ Storm cuffs
- h. ☒ Drop tail design
- i. ☒ YKK® zipper hardware
- j. ☒ Covert appearance, superior utility
- k. ☒ Wind and water repellant
- l. ☒ Zipping handwarmer pockets
- m. ☒ Three internal pockets
- n. ☒ Utility pocket at left sleeve
- o. ☒ Three zip-out ID panels

24. ITEM 24 – MENS SOFTSHELL COAT WATERPROOF

24.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Sabre Softshell Jacket 2.0 Part Number 48112 or equal
- c. ☒ Dark Navy Blue
- d. ☒ Sizes: X-Small – XXXX-Large
- e. ☒ Polyester bonded softshell
- f. ☒ Waterproof and breathable seam-sealed membrane
- g. ☒ Integrated Storm cuffs
- h. ☒ Drop tail design
- i. ☒ YKK® zipper hardware
- j. ☒ Covert appearance, maximum utility
- k. ☒ Wind and water repellant
- l. ☒ Patented 5.11® Quixip® System for accelerated sidearm access
- m. ☒ Handwarmer pockets
- n. ☒ Roomy internal pockets
- o. ☒ Utility pocket at each shoulder
- p. ☒ Three zip-out ID panels
- q. ☒ Detachable hood

25. ITEM 25 – FAYETTEVILLE FIRE DEPARTMENT SHOULDER PATCH

25.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function

- b. ☒ Premier Emblem Part Number 19146-06 or equal
- c. ☒ Shall be ordered and stocked by the vendor.

26. ITEM 26 – REVERSE GOLD BORDERED AMERICAN FLAG SHOULDER PATCH

26.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Premier Emblem Part Number E1929 or equal
- c. ☒ Dimensions: 2-1/4" x 3-1/2"
- d. ☒ Shall be ordered and stocked by the vendor.

27. ITEM 27 – NAME PLATE

27.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Number J5 or equal
- c. ☒ Dimensions: 1/2" X 2-1/4"
- d. ☒ Black Letters
- e. ☒ Magnetic back
- f. ☒ Available in Rhodium & Gold

28. ITEM 28 – BADGE

28.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Number B538 or equal
- c. ☒ Dimensions: 1-3/4" X 3"
- d. ☒ Seal Size: 15/16" – 1-1/16"
- e. ☒ Needed Seals (Rhodium): Scramble and 1-Horn (to be specified at time of order)
- f. ☒ Needed Seals (Gold): 2-Horn – 5- Horn (to be specified at time of order)
- g. ☒ Black Letters
- h. ☒ Available in Rhodium & Gold

29. ITEM 29 – COLLAR BRASS

29.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Numbers J50 – J55 or equal
- c. ☒ Dimensions: 5/16" X 13/16"
- d. ☒ 1-Horn J50 – Rhodium (Driver Operator)
- e. ☒ 2-Horn J51 – Gold (Captain)
- f. ☒ 3-Horn J53 – Gold (Battalion Chief)
- g. ☒ 4-Horn J54 – Gold (Assistant Chief)
- h. ☒ 5-Horn J55 – Gold (Chief)

30. ITEM 30 – HAT BADGE

30.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Numbers See Below or equal
- c. ☒ Dimensions: 1-5/8"
- d. ☒ Scramble A2327 – Rhodium (Firefighter)
- e. ☒ 1-Horn A2912 – Rhodium (Driver Operator)
- f. ☒ 2-Horn A175 – Gold (Captain)
- g. ☒ 3-Horn A2910 – Gold (Battalion Chief)
- h. ☒ 4-Horn A1962 – Gold (Assistant Chief)
- i. ☒ 5-Horn A2811 – Gold (Chief)

31. ITEM 31 – CAP STRAP

31.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Numbers See Below or equal
- c. ☒ Dimensions: 1/2" X 9-3/4"
- d. ☒ Available in Rhodium & Gold

32. ITEM 32 – CAP STRAP BUTTONS

32.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Dimensions: 5/8" or 24 Ligne
- c. ☒ Attachment: Two-prong
- d. ☒ Available in Rhodium & Gold

33. ITEM 33 – COAT BUTTONS

33.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Dimensions: 7/8" or 36 Ligne
- c. ☒ Attachment: Sew-on
- d. ☒ Available in Rhodium & Gold



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 17-51, Fire Department Uniforms – Class A-B

DEADLINE: Thursday August 24, 2017 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Monday July 31, 2017

INVITATION TO BID

Bid 17-51, Fire Department Uniforms – Class A-B

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

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

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

Name of Firm: Galls, LLC

Contact Person: R. Michael Wessner Jr. Title: CFO

E-Mail: Penman-Justin@galls.com Phone: 800-876-4242

Business Address: 1340 Russell Cave Rd.

City: Lexington State: KY Zip: 40505

Signature: Date: 8/22/2017

City of Fayetteville
Bid 17-51, Fire Department Uniforms – Class A-B
Advertisement

City of Fayetteville, AR
Invitation to Bid
Fire Department Uniform Bids

The City of Fayetteville is accepting bids from uniform and clothing providers to bid on various uniform items.

Bids shall be submitted in sealed envelopes or packages labeled with the bid number and bid description as listed herein. All bids shall be received by Thursday August 24, 2017 before 2:00 PM. All bids shall be delivered to City Hall, Purchasing Division – Room 306, 113 W. Mountain, Fayetteville, Arkansas 72701. A public bid opening will take place in City Hall shortly after the bid deadline.

Uniform Bids:

Bid 17-51, Fire Department Uniforms - Class A-B

Bid 17-52, Fire Department Uniforms – Class C

Bid 17-53, Fire Department Running Shoes

Bid 17-54, Fire Department Duty Boots

Bidding documents shall be obtained by visiting www.fayetteville-ar.gov/bids or from the City of Fayetteville Purchasing Division.

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

The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Les McGaugh

City Purchasing Agent

Ad Dates: 07/31/17

City of Fayetteville

Bid 17-51, Fire Department Uniforms – Class A-B

Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 45 calendar days from date of received Purchase Order. F.O.B. City of Fayetteville, Central Fire Station, 303 W Center Street, Fayetteville, AR 72701

*Note: All quantities listed are estimates only. The City reserves the right to deviate from quantities listed herein.

ITEM	DESCRIPTION	QTY	PRICE EA	EXTENDED PRICE
1	MENS SHORT SLEEVE DRESS SHIRT MFG/MODEL <u>Flying Cross/ 95R66</u>	12	\$ <u>41.50</u>	\$ <u>498.00</u>
2	LADIES SHORT SLEEVE DRESS SHIRT MFG/MODEL <u>Flying Cross/ 152R66</u>	2	\$ <u>41.50</u>	\$ <u>83.00</u>
3	MENS LONG SLEEVE DRESS SHIRT MFG/MODEL <u>Flying Cross/ 45W66</u>	35	\$ <u>46.50</u>	\$ <u>1,627.50</u>
4	LADIES LONG SLEEVE DRESS SHIRT MFG/MODEL <u>Flying Cross/ 102W66</u>	2	\$ <u>46.50</u>	\$ <u>93.00</u>
5	MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT MFG/MODEL <u>Flying Cross/ 28P8696</u>	10	\$ <u>102.80</u>	\$ <u>1,028.00</u>
6	LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT MFG/MODEL <u>Flying Cross/ 4800S</u>	5	\$ <u>102.80</u>	\$ <u>514.00</u>
7	MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT MFG/MODEL <u>Flying Cross/ 17B8696C</u>	5	\$ <u>338.00</u>	\$ <u>1690.00</u>

BID FORM CONTINUES ON NEXT PAGE

Bidder Name: Galls, LLC

City of Fayetteville, AR

Bid 17-51, Fire Department Uniforms – Class A-B

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8	LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT	5	\$ 369.00	\$ 1,845.00
	MFG/MODEL <u>Fechheimer/4800SDC</u>			
9	MENS DAY UNIFORM PANT	5	\$ 31.00	\$ 155.00
	MFG/MODEL <u>5.11/ 74461</u>			
10	MENS DAY UNIFORM DRESS PANT	5	\$ 40.00	\$ 200.00
	MFG/MODEL <u>5.11/ 74338</u>			
11	DRESS UNIFORM TIE	10	\$ 4.60	\$ 46.00
	MFG/MODEL <u>Samuel Broome/ 45135</u>			
12	DRESS HAT	10	\$ 59.00	\$ 590.00
	MFG/MODEL <u>LawPro/ HW862</u>			
13	DRESS BELT	5	\$ 8.60	\$ 43.00
	MFG/MODEL <u>LawPro/ LP006</u>			
14	UNIFORM BELT	30	\$ 17.50	\$ 425.00
	MFG/MODEL <u>5.11/ 59538</u>			
15	MENS UNIFORM PANT	50	\$ 58.00	\$ 2,900.00
	MFG/MODEL <u>5.11/ 74369</u>			
16	LADIES UNIFORM PANT	5	\$ 58.00	\$ 290.00
	MFG/MODEL <u>5.11/ 64386</u>			
17	MENS UNIFORM SHORTS	30	\$ 54.00	\$ 1,620.00
	MFG/MODEL <u>5.11/ 73327</u>			

BID FORM CONTINUES ON NEXT PAGE

Bidder Name: Galls, LLC

18	LADIES UNIFORM SHORTS	20	\$ 37.00	\$ 740.00
	MFG/MODEL 5.11/ 63071			
19	MENS SHORT SLEEVE UNIFORM SHIRT	50	\$ 64.00	\$ 3,200.00
	MFG/MODEL 5.11/ 61018			
20	LADIES SHORT SLEEVE UNIFORM SHIRT	20	\$ 63.50	\$ 1,270.00
	MFG/MODEL 5.11/ 71038			
21	MENS LONG SLEEVE UNIFORM SHIRT	50	\$ 63.50	\$ 3,175.00
	MFG/MODEL 5.11/ 72074			
22	LADIES LONG SLEEVE UNIFORM SHIRT	10	\$ 62.50	\$ 625.00
	MFG/MODEL 5.11/ 62010			
23	MENS SOFTSHELL COAT	10	\$ 92.00	\$ 920.00
	MFG/MODEL 5.11/ 48099			
24	MENS SOFTSHELL COAT WATERPROOF	20	\$ 194.00	\$ 3,880.00
	MFG/MODEL 5.11/ 48112			
25	FAYETTEVILLE FIRE DEPARTMENT PATCH	50	\$ 4.00	\$ 200.00
	MFG/MODEL TBD			
26	REVERSE AMERICAN FLAG PATCH	50	\$.99	\$ 49.50
	MFG/MODEL Premier Emblems/ E1932			
27	NAME PLATE	10	\$ 9.50	\$ 95.00
	MFG/MODEL Blackinton/ J5			

BID FORM CONTINUES ON NEXT PAGE

Bidder Name: Galls, LLC

28	BADGE	20	\$ 74.00	\$ 1,480.00
	MFG/MODEL <u>Blackinton/ B538</u>			
29	COLLAR BRASS	20	\$ 3.99	\$ 79.80
	MFG/MODEL <u>Blackinton/ J50-J55</u>			
30	HAT BAGDE	10	\$ 24.00	\$ 480.00
	MFG/MODEL <u>Blackinton/ A175-J</u>			
31	CAP STRAP	5	\$ 10.00	\$ 50.00
	MFG/MODEL <u>Bayly/ HW143</u>			
32	CAP STRAP BUTTON	10	\$ 1.59	\$ 15.90
	MFG/MODEL <u>Waterbury/ 1-00190-2434</u>			
33	COAT BUTTON	15	\$ 12.00	\$ 180.00
	MFG/MODEL <u>Waterbury/ 1-00190-36PB</u>			

TOTAL BASE BID: \$ 30,087.70

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

Bidder Name: Galls, LLC

EXECUTION OF BID -

City of Fayetteville, AR

Bid 17-51, Fire Department Uniforms – Class A-B

Page 6 of 29

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

X 1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain):

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for

Bidder Name: Galls, LLC

consideration.

*NAME OF FIRM: Galls, LLC
Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

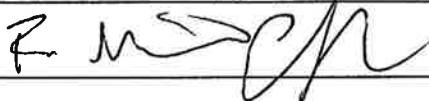
*BUSINESS ADDRESS: 1340 Russell Cave Rd.

*CITY: Lexington *STATE: KY *ZIP: 40505

*PHONE: 800-876-4242 FAX: 877-914-2557

*E-MAIL: Penman - Justin@galls.com

*BY: (PRINTED NAME) R. Michael Andrews Jr.

*AUTHORIZED SIGNATURE: 

*TITLE: CFO

*DUNS NUMBER: 04-259-8482 CAGE NUMBER: _____

*TAX ID NUMBER: 20-3545989

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 17-51, Fire Department Uniforms – Class A-B
General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages** addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and **Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have adequate experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon

the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

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

to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. *Sales tax shall not be included in the bid price.* Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.
27. **ATTACHMENTS TO BID DOCUMENTS:** N/A

BIDDING REQUIREMENTS:

- When given a specification option with a blank (example a. _____), bidder shall write a “check mark” or write “yes” indication yes if the accompanies specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in “NO” or leaving the item blank and writing on the City’s bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

GENERAL:

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums unless otherwise noted.
- 1.3 All quantities noted in the bid tab are estimated annual quantities and the City reserves the right to order additional quantities as needed as long as bid pricing remains firm from the awarded bidder.
- 1.4 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall NOT include sales tax. Sales tax will apply upon invoicing but will not be considered for bid evaluation.
- 1.5 Orders for Class-A uniforms shall be received by the City of Fayetteville within **60 calendar days** of notice of order placed by the City to the awarded vendor. Orders for uniforms that require tailoring or other manufacturing shall be received by the City of Fayetteville within **28 calendar days** of notice of order placed by the City to the awarded vendor. All other orders shall be received by the City of Fayetteville within **14 calendar days** of notice of order placed by the City to the awarded vendor.
- 1.6 The City reserves the right to request samples to determine that they meet specifications. In the event a sample is requested, bidder shall ship sample to City immediately and sample shall be received within three (3) business days. Additional consideration will be given by the City in cases where the sample is coming from a third party, such as manufacturer.
- 1.7 Any exception taken to these specifications and bid documents shall be noted and clearly identified on these documents provided by the City. Bidders shall note the difference next to the related specification when applicable. The City reserves the right to accept or reject exceptions to specifications.
- 1.8 Bidders, if not the manufacturer, shall be a current authorized dealer of any item bid and have jurisdiction to sell to the territory covering area bid.
- 1.9 The Bidder shall be made available to the City to measure employees to assure proper sizing of

uniforms.

- 1.10 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 1.11 Any additional cost for larger sizes shall be noted on bid form. If cost is not noted, the price shall remain the same for all sizes.
- 1.12 Final location of all patches shall be approved by the Fayetteville Fire Department prior to installation of patch.
- 1.13 This bid shall be valid for one (1) year, beginning with the date approved by the Fayetteville City Council or date of Purchase Order, whichever is earlier. This bid may be renewed for an additional four (4) one year terms for a total possible contract time of five (5) years.
- 1.14 Patches shall be ordered and stocked by the vendor. The Fayetteville Fire Department patch shall be sewn to the left sleeve and the American flag to the right. Patches shall be sewn to all shirts and Class-A coats. They shall be 1-1/2" from the top of the sleeve at the shoulder and centered on the sleeve using the center of the shoulder, as the garment is intended to ride on the wearer, for a reference.
- 1.15 All sewing and tailoring of the garments shall be provided by the vendor and will be inclusive of the bid price.
- 1.16 The vendor shall offer tailoring services for future alterations to previously purchased garments.

1. ITEM 1 –MENS SHORT SLEEVE DRESS SHIRT

1.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 95R66 or equal
- c. ☒ White
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- g. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large, and XXX-Large
- h. ☒ 5 silicone military creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- i. ☒ Pleated pockets and scalloped flaps
- j. ☒ Hidden pencil compartment inside left breast pocket
- k. ☒ Interior badge reinforced sewn eyelets
- l. ☒ Full badge sling
- m. ☒ Conventional collar with permanent stays
- n. ☒ Fabric shall contain MCS to channel moisture
- o. ☒ button placket front
- p. ☒ Patches shall be attached 1 ½ inches below shoulder seam on each sleeve

2. ITEM 2 –LADIES SHORT SLEEVE DRESS SHIRT

2.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 152R66 or equal
- c. ☒ White
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- g. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large
- h. ☒ 5 silicone military creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- i. ☒ Pleated pockets and scalloped flaps
- j. ☒ Hidden pencil compartment inside left breast pocket
- k. ☒ Interior badge reinforced sewn eyelets
- l. ☒ Full badge sling
- m. ☒ Conventional collar with permanent stays
- n. ☒ Fabric shall contain MCS to channel moisture
- o. ☒ 7 button placket front
- p. ☒ Patches shall be attached 1 ½ inches below shoulder seam on each sleeve

3. ITEM 3 – MENS LONG SLEEVE DRESS SHIRT

3.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 45W66 or equal
- c. ☒ White
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- g. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large, and XXX-Large
- h. ☒ 5 silicone creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- i. ☒ Pleated pockets and scalloped flaps
- j. ☒ Hidden pencil compartment inside left breast pocket
- k. ☒ Interior badge reinforced sewn eyelets
- l. ☒ Full badge sling
- m. ☒ Conventional collar with permanent stays
- n. ☒ Fabric shall contain MCS to channel moisture
- o. ☒ 7 button placket front
- p. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve

4. ITEM 4 – LADIES LONG SLEEVE DRESS SHIRT

4.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 102W66 or equal
- c. ☒ Available in both Male and Female styles
- d. ☒ White
- e. ☒ Machine washable
- f. ☒ Wrinkle resistant
- g. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- h. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large
- i. ☒ 5 silicone creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- j. ☒ Pleated pockets and scalloped flaps
- k. ☒ Hidden pencil compartment inside left breast pocket
- l. ☒ Interior badge reinforced sewn eyelets
- m. ☒ Full badge sling
- n. ☒ Conventional collar with permanent stays
- o. ☒ Fabric shall contain MCS to channel moisture
- p. ☒ 7 button placket front
- q. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve

5. ITEM 5 – MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT

5.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Freedom Fit waistband
- c. ☒ Flying Cross Model #28P8696 or equal
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Available in varying lengths and sizes
- g. ☒ Dark Navy Blue
- h. ☒ Tru-Grip strip
- i. ☒ 55% Polyester/45% High Quality Wool
- j. ☒ Side Pockets
- k. ☒ Two (2) hip pockets

6. ITEM 6 – LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT

6.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Flying Cross Model #4800S or equal
- c. ☒ Navy Blue
- d. ☒ Waist darts front and back
- e. ☒ Flared leg
- f. ☒ Non-slip Snug-Tex or equal waistband to keep shirts tucked in
- g. ☒ Fly-zipper closure at left side with extended-tab two-button closure
- h. ☒ Large watch pocket at right front
- i. ☒ 55% Polyester/45% Wool, Gabardine

j. ☒ Shall be available in various sizes and lengths

7. ITEM 7 – MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT

7.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Flying Cross Model #17B8696C or equal
- c. ☒ Double Breasted
- d. ☒ Six (6) colored buttons – choice of gold or silver
- e. ☒ Fully lined with peak lapels
- f. ☒ Two (2) lower welt pockets plus an upper breast pocket welt
- g. ☒ Cloth reinforced pockets
- h. ☒ Light quilting in upper chest lining
- i. ☒ Classic Fit
- j. ☒ Dark Navy Blue
- k. ☒ Available in varying lengths and sizes
- l. ☒ 55% Polyester/ 45% Wool Gabardine Weave
- m. ☒ Full Rayon lining shall be manufacturer's standard lining
- n. ☒ Badge tap on left chest
- o. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

8. ITEM 8 – LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT

8.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Flying Cross Model# 4800SDC ore equal
- c. ☒ Dark Navy
- d. ☒ 55% Polyester/45% Wool, Gabardine
- e. ☒ Single breasted
- f. ☒ 4- button front – choice of gold or silver
- g. ☒ Fully lined with peak lapels
- h. ☒ Full Rayon Lining shall be manufacture's standard lining
- i. ☒ Front and back darts
- j. ☒ Upper breast pocket welt
- k. ☒ Badge tab on left chest
- l. ☒ Zipped vent inside pocket
- m. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

9. ITEM 9 – MENS DAY UNIFORM PANT

9.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Fast-Tac™ Urban Pant Part Number 74461 or Equal

- c. ☒ Black
- d. ☒ Size: Waist: 28 – 54; Lengths: 30 – 36
- e. ☒ Lightweight 4.7 oz. 100% polyester Fast-Tac™ fabric
- f. ☒ Bartacking at fly corner
- g. ☒ YKK® Zippers
- h. ☒ 27 ligne Melamine button for center front closure
- i. ☒ Durable work pant with sleek design
- j. ☒ Water resistant finish
- k. ☒ 5 pockets
- l. ☒ Reinforced front utility pocket edges
- m. ☒ Flexible, self-adjusting waistband with 7 loops

10. ITEM 10 – MENS DAY UNIFORM DRESS PANT

10.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 511 Tactical Model # 74338 or equal
- c. ☒ Black
- d. ☒ 65% Polyester/35% Cotton PDU Twill or equal with Teflon finish
- e. ☒ Self-adjusting tunnel waist
- f. ☒ Silicone internal gripper waistband
- g. ☒ Diamond gusseted crotch
- h. ☒ Permanent military creases
- i. ☒ YKK Zippers and PRYM snaps or equal
- j. ☒ Machine washable
- k. ☒ Wrinkle Resistant
- l. ☒ Hidden side seam pockets
- m. ☒ Bar tacks at waistband opening and pocket ends
- n. ☒ Two (2) button pockets on back
- o. ☒ Available in various sizes and lengths

11. ITEM 11 – DRESS UNIFORM TIE

11.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ Broome Style 45135 or equal
- c. ☒ 3.0" x 57" and 3.0" x 61"
- d. ☒ Polyester/Wool blend with tropical weave
- e. ☒ 3 buttonholes to attach tie to shirt
- f. ☒ Black

12. ITEM 12 – DRESS HAT

12.1 DESIGN/CONSTRUCTION

- a. ☒ All materials shall be new and without flaws that affect appearance, durability, and function
- b. ☒ Keystone Uniform Cap or equal
- c. ☒ Serge round top style
- d. ☒ Band with Fire Department button available in Gold or Silver
- e. ☒ Available in both Dark Navy and White

13. ITEM 13 – DRESS BELT

13.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ Premier Emblem Model# PL-1511U or equal
- c. ☒ Superior leather quality uniform style belt
- d. ☒ Smooth finish
- e. ☒ Black leather
- f. ☒ 1 ½ inch width
- g. ☒ Available in silver or gold buckle
- h. ☒ Available in various sizes

14. ITEM 14 – UNIFORM BELT

14.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 ALTA Belt Part Number 59538 or equal
- c. ☒ Black
- d. ☒ Sizes: Small – XXXX-Large
- e. ☒ Parachute grade metal buckle with sliding tension bar
- f. ☒ Quickly converts to a tie-down or carry strap
- g. ☒ Triangle D-Ring
- h. ☒ Bonded nylon thread
- i. ☒ Subtle exterior logo treatments

15. ITEM 15 – MENS UNIFORM PANT

15.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Stryke™ Pant Part Number 74369 or Equal
- c. ☒ Navy Blue & Khaki
- d. ☒ Size: Waist: 28 – 54; Lengths: 30 – 36 & Unhemmed

- e. ☒ BDU Trouser.
- f. ☒ 6.76 oz. Flex- Tac® ripstop fabric
- g. ☒ Self- adjusting tunnel waistband
- h. ☒ Gusseted construction
- i. ☒ Articulated knees (kneepad ready - inside inseam)
- j. ☒ Bartacking at major seams and stress points
- k. ☒ Teflon® finish
- l. ☒ 12 pockets, including double- deep cargo pockets
- m. ☒ Rinse washed
- n. ☒ YKK® zippers
- o. ☒ Prym® snapsITEM

16. ITEM 16 – LADIES UNIFORM PANT

16.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Stryke™ Pant* Part Number 64386 or Equal
- c. ☒ Navy Blue & Khaki
- d. ☒ Size: Waist: 0 – 20; Lengths: Regular & Long
- e. ☒ BDU Trouser.
- f. ☒ 6.76 oz. Flex- Tac® ripstop fabric
- g. ☒ Fixed waistband
- h. ☒ Gusseted construction
- i. ☒ Articulated knees (kneepad ready - inside inseam)
- j. ☒ Bartacking at major seams and stress points
- k. ☒ Teflon® finish
- l. ☒ 12 pockets, including double- deep cargo pockets
- m. ☒ Rinse washed
- n. ☒ YKK® zippers
- o. ☒ Prym® snapsITEM

17. ITEM 17 – MENS UNIFORM SHORTS

17.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Stryke™ Pant* Part Number 73327 or Equal
- c. ☒ Dark Navy Blue
- d. ☒ Size: Waist: 28 – 44; Length: 11"
- e. ☒ BDU Shorts
- f. ☒ 4.84 oz. Flex-Tac® ripstop fabric

- g. ☒ Fixed waistband
- h. ☒ Fully gusseted crotch
- i. ☒ Multi-purpose thigh pockets
- j. ☒ Low-profile cargo pockets
- k. ☒ Teflon® finish
- l. ☒ YKK® zippers

18. ITEM 18 – LADIES UNIFORM SHORTS

18.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Taclite™ Pro* Part Number 63071 or Equal
- c. ☒ Dark Navy Blue
- d. ☒ Size: Waist: 2 – 20; Length: 9"
- e. ☒ BDU Shorts
- f. ☒ 6.14 oz. polyester/ cotton TACLITE® ripstop fabric
- g. ☒ Adjustable waistband
- h. ☒ Double- reinforced seat
- i. ☒ Bartacking at major seams and stress points
- j. ☒ Triple- stitching
- k. ☒ Six pockets
- l. ☒ Extra deep front pockets & Strap- and- slash pockets
- m. ☒ Thigh- mounted utility pockets
- n. ☒ Hip- mounted D- ring
- o. ☒ YKK® zippers
- p. ☒ Prym® snaps

19. ITEM 19 – MENS SHORT SLEEVE UNIFORM SHIRT

19.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Stryke™* Class-B PDU Short Sleeve Shirt part number 61018 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: Small, Medium, Large, X-Large, XX-Large, XXX-Large, and XXXX-Large
- e. ☒ Dimensions: Short, Regular, and Tall

- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric
- g. ☒ Triple needle stitching
- h. ☒ Reinforced bartacking at major stress points
- i. ☒ Melamine buttons won't melt, burn, or crack
- j. ☒ Superior durability, breathable comfort
- k. ☒ Permanent creases ensure clean lines
- l. ☒ Teflon® treatment for stain, soil, and moisture resistance
- m. ☒ 5.11® Hidden Document Pockets
- n. ☒ Hidden front zip closure
- o. ☒ Pass-through mic access
- p. ☒ Badge tab Sewn to garment
- q. ☒ Camera/radio loop enforcement kit
- r. ☒ Epaulette kit
- s. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

20. ITEM 20 – LADIES SHORT SLEEVE UNIFORM SHIRT

20.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Stryke™ Class-B PDU Short Sleeve Shirt part number 71038 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: X-Small, Small, Medium, Large, and X-Large
- e. ☒ Dimensions: Regular, and Tall
- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric
- g. ☒ Triple needle stitching
- h. ☒ Reinforced bartacking at major stress points
- i. ☒ Melamine buttons won't melt, burn, or crack
- j. ☒ Superior durability, breathable comfort
- k. ☒ Permanent creases ensure clean lines
- l. ☒ Teflon® treatment for stain, soil, and moisture resistance
- m. ☒ 5.11® Hidden Document Pockets
- n. ☒ Hidden front zip closure
- o. ☒ Pass-through mic access
- p. ☒ Badge tab Sewn to garment
- q. ☒ Camera/radio loop enforcement kit
- r. ☒ Epaulette kit
- s. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

21. ITEM 21 – MENS LONG SLEEVE UNIFORM SHIRT

21.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and

- function
- b. ☒ 5.11 Stryke™ Class-B PDU Long Sleeve Shirt part number 72074 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: Small, Medium, Large, X-Large, XX-Large, XXX-Large, and XXXX-Large
- e. ☒ Dimensions: Short, Regular, and Tall
- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric
- g. ☒ Triple needle stitching
- h. ☒ Reinforced bartacking at major stress points
- i. ☒ Melamine buttons won't melt, burn, or crack
- j. ☒ Superior durability, breathable comfort
- k. ☒ Permanent creases ensure clean lines
- l. ☒ Teflon® treatment for stain, soil, and moisture resistance
- m. ☒ 5.11® Hidden Document Pockets
- n. ☒ Hidden front zip closure
- o. ☒ Pass-through mic access
- p. ☒ Badge tab Sewn to garment
- q. ☒ Camera/radio loop enforcement kit
- r. ☒ Epaulette kit
- s. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

22. ITEM 22 – LADIES LONG SLEEVE UNIFORM SHIRT

22.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Stryke™ Class-B PDU Long Sleeve Shirt part number 62010 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: X-Small, Small, Medium, Large, and X-Large
- e. ☒ Dimensions: Regular, and Tall
- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric & Triple needle stitching
- g. ☒ Reinforced bartacking at major stress points
- h. ☒ Melamine buttons won't melt, burn, or crack
- i. ☒ Superior durability, breathable comfort
- j. ☒ Permanent creases ensure clean lines
- k. ☒ Teflon® treatment for stain, soil, and moisture resistance
- l. ☒ 5.11® Hidden Document Pockets
- m. ☒ Hidden front zip closure
- n. ☒ Pass-through mic access
- o. ☒ Badge tab Sewn to garment
- p. ☒ Camera/radio loop enforcement kit
- q. ☒ Epaulette kit
- r. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

23. ITEM 23 – MENS SOFTSHELL COAT

23.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Chameleon Softshell Jacket Part Number 48099 or equal
- c. ☒ Dark Navy Blue
- d. ☒ Sizes: X-Small – XXXX-Large
- e. ☒ Polyester bonded softshell
- f. ☒ Breathable mesh lining
- g. ☒ Storm cuffs
- h. ☒ Drop tail design
- i. ☒ YKK® zipper hardware
- j. ☒ Covert appearance, superior utility
- k. ☒ Wind and water repellant
- l. ☒ Zipping handwarmer pockets
- m. ☒ Three internal pockets
- n. ☒ Utility pocket at left sleeve
- o. ☒ Three zip-out ID panels

24. ITEM 24 – MENS SOFTSHELL COAT WATERPROOF

24.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Sabre Softshell Jacket 2.0 Part Number 48112 or equal
- c. ☒ Dark Navy Blue
- d. ☒ Sizes: X-Small – XXXX-Large
- e. ☒ Polyester bonded softshell
- f. ☒ Waterproof and breathable seam-sealed membrane
- g. ☒ Integrated Storm cuffs
- h. ☒ Drop tail design
- i. ☒ YKK® zipper hardware
- j. ☒ Covert appearance, maximum utility
- k. ☒ Wind and water repellant
- l. ☒ Patented 5.11® Quixip® System for accelerated sidearm access
- m. ☒ Handwarmer pockets
- n. ☒ Roomy internal pockets
- o. ☒ Utility pocket at each shoulder
- p. ☒ Three zip-out ID panels
- q. ☒ Detachable hood

25. ITEM 25 – FAYETTEVILLE FIRE DEPARTMENT SHOULDER PATCH

25.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function

- b. ☒ Premier Emblem Part Number 19146-06 or equal
- c. ☒ Shall be ordered and stocked by the vendor.

26. ITEM 26 – REVERSE GOLD BORDERED AMERICAN FLAG SHOULDER PATCH

26.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Premier Emblem Part Number E1929 or equal
- c. ☒ Dimensions: 2-1/4" x 3-1/2"
- d. ☒ Shall be ordered and stocked by the vendor.

27. ITEM 27 – NAME PLATE

27.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Number J5 or equal
- c. ☒ Dimensions: 1/2" X 2-1/4"
- d. ☒ Black Letters
- e. ☒ Magnetic back
- f. ☒ Available in Rhodium & Gold

28. ITEM 28 – BADGE

28.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Number B538 or equal
- c. ☒ Dimensions: 1-3/4" X 3"
- d. ☒ Seal Size: 15/16" – 1-1/16"
- e. ☒ Needed Seals (Rhodium): Scramble and 1-Horn (to be specified at time of order)
- f. ☒ Needed Seals (Gold): 2-Horn – 5- Horn (to be specified at time of order)
- g. ☒ Black Letters
- h. ☒ Available in Rhodium & Gold

29. ITEM 29 – COLLAR BRASS

29.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Numbers J50 – J55 or equal
- c. ☒ Dimensions: 5/16" X 13/16"
- d. ☒ 1-Horn J50 – Rhodium (Driver Operator)
- e. ☒ 2-Horn J51 – Gold (Captain)
- f. ☒ 3-Horn J53 – Gold (Battalion Chief)
- g. ☒ 4-Horn J54 – Gold (Assistant Chief)
- h. ☒ 5-Horn J55 – Gold (Chief)

30. ITEM 30 – HAT BADGE

30.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Numbers See Below or equal
- c. ☒ Dimensions: 1-5/8"
- d. ☒ Scramble A2327 – Rhodium (Firefighter)
- e. ☒ 1-Horn A2912 – Rhodium (Driver Operator)
- f. ☒ 2-Horn A175 – Gold (Captain)
- g. ☒ 3-Horn A2910 – Gold (Battalion Chief)
- h. ☒ 4-Horn A1962 – Gold (Assistant Chief)
- i. ☒ 5-Horn A2811 – Gold (Chief)

31. ITEM 31 – CAP STRAP

31.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Numbers See Below or equal
- c. ☒ Dimensions: 1/2" X 9-3/4"
- d. ☒ Available in Rhodium & Gold

32. ITEM 32 – CAP STRAP BUTTONS

32.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Dimensions: 5/8" or 24 Ligne
- c. ☒ Attachment: Two-prong
- d. ☒ Available in Rhodium & Gold

33. ITEM 33 – COAT BUTTONS

33.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Dimensions: 7/8" or 36 Ligne
- c. ☒ Attachment: Sew-on
- d. ☒ Available in Rhodium & Gold



FLYING CROSS DELUXE SS SHIRT

Item# 97R66



PRODUCT SPECS

- 10-10.5 oz., 65% Dacron® polyester, 35% rayon with tropical weave
- Moisture Control System to absorb and move moisture away from the body; dries quickly
- Seven-button placket front
- Pleated pockets with scalloped flaps and hook-and-loop closure
- Hidden pencil pocket in left chest pocket
- Sport collar
- Tapered sleeves are form-fitted for tailored look
- Cross-stitched shoulder straps for a neat look



FLYING CROSS WOMEN'S DELUXE SS SHIRT

Item# 152R66



Features:

- 10-10.5 oz., 65% Dacron® Polyester/35% rayon
- Permanent silicone creases front and back- no need to iron
- Tapered sleeves are form-fitted for tailored look
- Sport collar
- Cross-stitched shoulder straps for a neat look
- Pleated pockets with scalloped flaps and Velcro® closure; left full badge sling
- Short sleeves
- Machine wash and dry



FLYING CROSS MEN'S DELUXE LS SHIRT

Item# 45W66



Features:

- 10-10.5 oz., 65% Dacron® polyester, 35% rayon with tropical weave
- Pleated pockets with scalloped flaps and VELCRO® brand closure
- Hidden pencil pocket in left chest pocket
- Banded lined collar and yoke
- Tapered sleeves are form-fitted for tailored look
- Cross-stitched shoulder straps for a neat look
- Permanent silicone creases front and back — no need to iron
- Left full badge sling
- Machine wash and dry



FLYING CROSS WOMEN'S DELUXE TROPICAL WEAVE LONG-SLEEVE SHIRT

Item# 102W66



Product Specs

- 10-10.5 oz., 65% Dacron® Polyester/35% rayon
- Permanent silicone creases front and back- no need to iron
- Tapered sleeves are form-fitted for tailored look
- Banded lined collar and yoke
- Cross-stitched shoulder straps for a neat look
- Pleated pockets with scalloped flaps and Velcro® closure; left full badge sling
- Long sleeves
- Machine wash and dry



FLYING CROSS USN MEN'S POLY WOOL TROUSER

Item# TR695 | Mfg# 28P8696



PRODUCT SPECS

- Side pockets
- Freedom Fit waistband provides 2-way stretch for comfort
- Tru-Grip strip helps shirts stay tucked
- Comfortable, soft fabric in a highly professional gabardine weave
- Includes Smith & Wesson's lifetime warranty



FLYING CROSS USN WOMEN'S POLY WOOL TROUSER

Item# ZY045 | Mfg# 4800S



PRODUCT SPECS

- Form flattering fit with front and back waist darts
- Waist darts front and back
- Flared leg
- Non-slip Snug-Tex waistband keeps shirttails tucked in
- Fly-zipper closure at left side with extended-tab two-button closure
- Large watch pocket at right front



FLYING CROSS DRESS COAT

Item# 17B8696C



PRODUCT SPECS

- Men's 11 1/2-12 oz. 55/45 Dacron Polyester/Wool, Gabardine
- Double breasted 6-Gold colored buttons
- Fully lined with peak lapels
- 3 inside cloth reinforced pockets
- Light quilting in upper chest lining
- Optional badge tab may be added
- Classic fit



WOMENS CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT

Item# ZY044 | Mfg# 4800SDC



PRODUCT SPECS

- Single breasted
- 4-button front
- Fully lined with peak lapels
- Form flattering fit with front and back darts
- Upper breast pocket welt (no pocket)
- Optional badge tab may be added
- Zipped sword vent inside pocket



5.11 TACTICAL URBAN PANTS

Item# 74461



PRODUCT SPECS

- 4.7 oz, 100% polyester ripstop construction with water-resistant finish
- Adjustable waistband
- Pocket reinforcement
- Utility/knife pocket
- Dual back welt pockets
- YKK® zipper
- Relaxed fit



5.11 TACTICAL MEN'S PDU CALSS A PANTS

Item# 74338



PRODUCT SPECS

- 7.25-oz. twill, 65% polyester / 35% cotton
- Teflon® coating repels stains, soil, and liquids
- Permanent military creases
- Professional, flat front design
- Self-adjusting tunnel waistband
- Covert thigh pocket
- Diamond gusseted crotch for full mobility
- Internal gripper waistband keeps shirt tucked in
- YKK® zipper hardware
- Genuine Prym® snaps
- Bartacking at all stress points
- Machine washable
- Imported



SAMUEL BROOME 3" NECKTIE WITH BUTTONHOLES

Item# 45135



PRODUCT SPECS

- 3.0" x 57"
- Polyester / Wool blend - tropical weave
- Buttonhole Feature: For a neater and more professional appearance, slide small end of the tie through the loop and button to shirt.



ROUND TOP SERVICE CAP

Item# HW862



PRODUCT SPECS

- Choose traditional 8-point or Round Top
- Textured polyester construction
- Interior leather sweat band
- Made in the USA



LEATHER GARRISON BELT

Item# LP006



PRODUCT SPECS

- Top-grain leather construction
- 1½" style fits virtually any style trouser including khakis, tactical pants and uniform pants
- Removable silver nickel buckle
- Made in the USA



ALTA BELT

Item# 59538



PRODUCT SPECS

- 100% nylon webbing construction
- Rigid weave supports your holster
- Parachute grade hardware
- Sliding tension bar and Triangle D-Ring
- Low profile covert styling
- Doubles as a tie-down
- Convertible to use as a carry strap
- 1¾" wide



5.11 TACTICAL STRYKE PANTS

Item# 74369



PRODUCT SPECS

- Proven 5.11 Tactical comfort and durability
- Fade and stain resistance
- Self-adjusting tunnel waistband for comfort
- Badge holder front belt loops
- Quick access, low-profile angled pockets
- Genuine YKK zippers and Prym snaps
- Discrete double knee with interior knee pad pocket



5.11 TACTICAL STRYKE PANTS

Item# 64386



PRODUCT SPECS

- Proven 5.11 Tactical comfort and durability
- Fade and stain resistance
- Self-adjusting tunnel waistband for comfort
- Badge holder front belt loops
- Quick access, low-profile angled pockets
- Genuine YKK zippers and Prym snaps
- Discrete double knee with interior knee pad pocket



5.11 TACTICAL STRYKE SHORTS

Item# 73327



PRODUCT SPECS

- Flex-Tac™ mechanical stretch fabric
- Teflon® finish repels stains and soils
- Multi-purpose thigh pockets
- Low-profile cargo pockets with internal magazine compartments
- Front and rear pockets
- Stretchable waistband
- Full running crotch gusset



5.11 TACTICAL STRYKE WOMEN'S SHORTS

Item# 63071



PRODUCT SPECS

- Flex-Tac™ mechanical stretch fabric
- Teflon® finish repels stains and soils
- Multi-purpose thigh pockets
- Low-profile cargo pockets with internal magazine compartments
- Front and rear pockets
- Stretchable waistband
- Full running crotch gusset



5.11 TACTICAL WOMEN'S SS PDU SHIRT

Item# 61018



PRODUCT SPECS

- Flex-Tac™ mechanical stretch allows superior mobility
- 80% polyester, 20% cotton
- Teflon® finish for stain and soil release
- Hidden front zipper closure
- Two chest pockets
- Hidden document pockets and two chest pockets
- Mic wire pass
- Badge tab
- Epaulettes
- Camera/radio loop included



5.11 TACTICAL MEN'S SHORT SLEEVE CLASS B STRYKE PDU SHIRT

Item# 71038



PRODUCT SPECS

- Flex-Tac™ mechanical stretch allows superior mobility
- 80% polyester, 20% cotton
- Teflon® finish for stain and soil release
- Hidden front zipper closure
- Two chest pockets
- Hidden Document Pockets and two chest pockets
- Mic wire pass
- Badge tab
- Epaulettes
- Camera/radio loop included
- Melamine buttons won't crack, burn, or melt



5.11 TACTICAL MEN'S LS PDU SHIRT

Item# 72074



PRODUCT SPECS

- Flex-Tac™ mechanical stretch allows superior mobility
- 80% polyester, 20% cotton
- Teflon® finish for stain and soil release
- Hidden front zipper closure
- Two chest pockets
- Hidden document pockets and two chest pockets
- Mic wire pass
- Badge tab
- Epaulettes
- Camera/radio loop included
- Melamine buttons won't crack, burn, or melt



5.11 TACTICAL WOMEN'S LS PDU SHIRT

Item# 62010



PRODUCT SPECS

- Flex-Tac™ mechanical stretch allows superior mobility
- 80% polyester, 20% cotton
- Teflon® finish for stain and soil release
- Hidden front zipper closure
- Two chest pockets
- Hidden document pockets and two chest pockets
- Mic wire pass
- Badge tab
- Epaulettes
- Camera/radio loop included
- Melamine buttons won't crack, burn, or melt



5.11 TACTICAL SOFT-CELL JACKET

Item# 48099



PRODUCT SPECS

- 100% polyester bonded soft-shell
- Breathable mesh lining
- Wind and water resistant
- Three internal pockets
- Utility pocket at left sleeve
- Zippered handwarmer pockets
- Elasticized hook-and-loop storm cuffs
- Three imprintable and removable ID panels on front and back
- Drop-tail design
- YKK® zipper
- Machine wash and dry
- Imported



5.11 TACTICAL SABRE 2.0 JACKET

Item# 48112



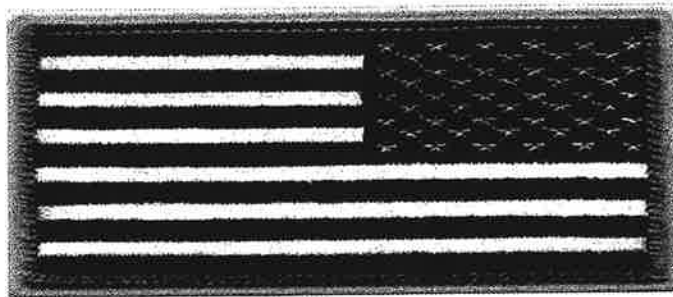
PRODUCT SPECS

- 100% polyester bonded softshell
- Waterproof and breathable seam-sealed membrane
- Patented 5.11 Quixip System for accelerated sidearm access
- Detachable hood stored in collar or in back vertical zip pocket
- Backup Belt System handwarmer pockets
- Roomy internal pockets
- Utility pockets at each shoulder
- Three zip-out ID panels
- Waterproof chest zippers
- Seam sealed chest pockets
- Integrated Storm cuffs
- Drop tail design
- YKK® zipper hardware
- Seam sealed chest pockets



3.5 AMERICAN FLAG REVERSE PATCH

Item# E1932





BLACKINGTON NAMEPLATE

Item# J5

A rectangular nameplate with a textured, metallic appearance. The name 'SUSAN FONTIS' is embossed or printed in a bold, sans-serif font across the center.

PRODUCT SPECS

- 1 Line Nameplate
- Available in pin, clutch, or magnetic (see photos below)
- Gold or Silver
- Personalization will be sent as it is input and is **case sensitive**
- Up to 20 characters including spaces



BLACKINTON BADGE WITH EAGLE AND CIRCULAR PANEL

Item# BC085 | Mfg# B538



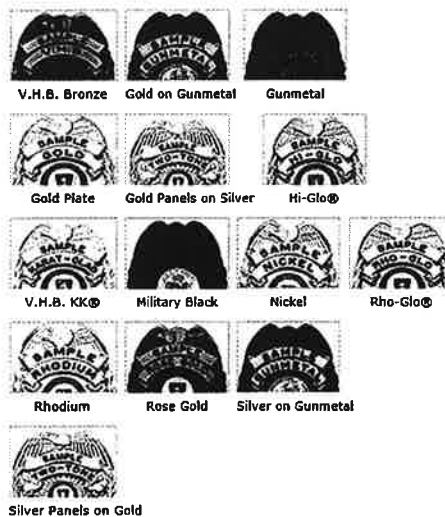
Available Finishes

Dimensions

Width : 1 3/4"
Height : 3"

Construction

DAP : FLAT
Applied Panel Badge : No
Lettering Panels : 4
Construction : SHELL
Reverse Enamel : No
Minimum Seal Size : 15/16"
Maximum Seal Size : 1 1/16"
Default Seal Size : 15/16"
Leather Cutout : The Strong Leather cut-out shape for this badge style is 346.
Alternate SKU :



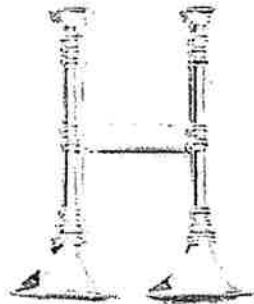


COLLAR BRASS

Item# CB056, CB057, CB058, CB059, CB060, CB061 | Mfg# J50-J55



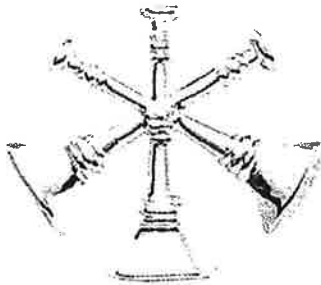
Dimensions: 5/16" (W) x 13/16"



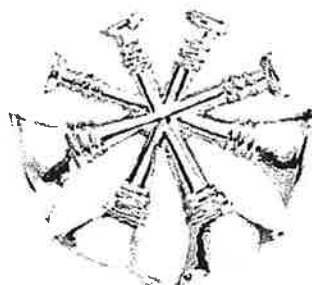
Dimensions: 11/16" (W) x 13/16" (H)



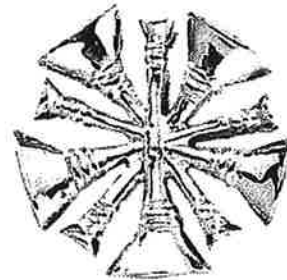
Dimensions: 3/4" (W) x 3/4" (H)



Dimensions: 7/8" (W) x 7/8"



Dimensions: 15/16" (W) x 13/16" (H)



Dimensions: 7/8" (W) x 7/8" (H)

Available Finishes



GOL-TONE®



Nickel



HAT BADGE

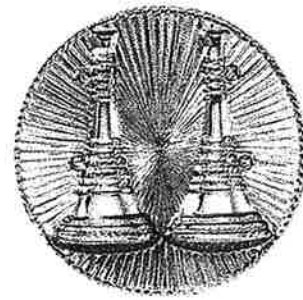
Mfg# A2327, A2912, A175, A2910, A1962, A2811



Dimensions: 1 5/8" (D)



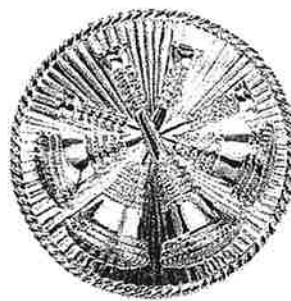
Dimensions: 1 9/16" (D)



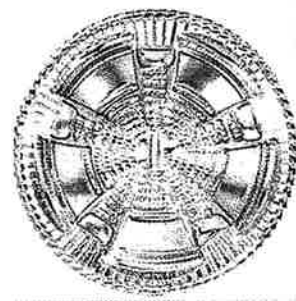
Dimensions: 1 1/2" (D)



Dimensions: 1 9/16" (D)



Dimensions: 1 9/16" (D)



Dimensions: 1 9/16" (D)

Dimensions

Diameter : 1 9/16"

Construction

DAP : FLAT

Applied Panel Badge : No

Lettering Panels : 0

Construction : SOLID

Reverse Enamel : No

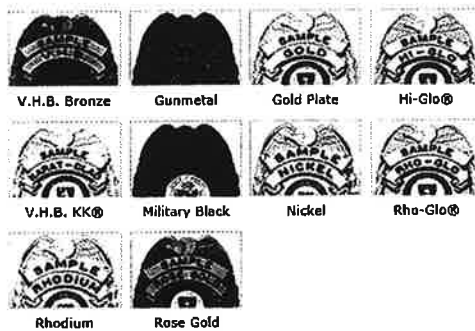
Minimum Seal Size : 1/2"

Maximum Seal Size : 1/2"

Default Seal Size : 1/2"

Leather Cutout :

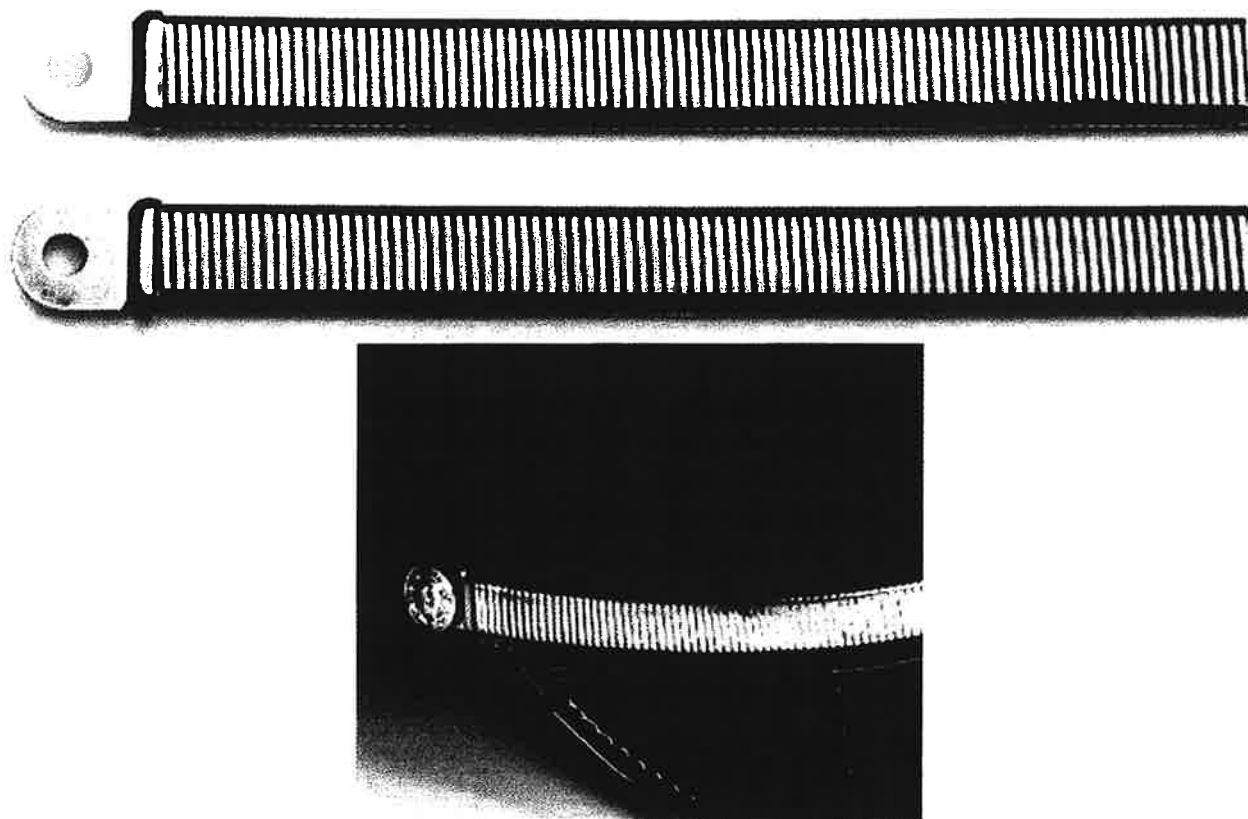
Available Finishes





BAYLY EXPANSION STRAPS FOR DUTY CAPS

Item# HW143 / Mfg# 11-003



Add a special touch to your professional duty cap with a gold or silver metal expansion strap that fits any size cap.

Buttons not included.



WATERBURY SMALL 'P' BUTTONS

Item# UN238 / Mfg# 1-00190-2434



Waterbury Small "P" Buttons. Sold individually.



***FLYING CROSS 'P' BUTTON FOR FLYING
CROSS UNIFORM JACKET (6 PACK)***

Item# UA318 / Mfg# 1-00190-36PB



Use these buttons with your Flying Cross Uniform Jacket. Pack of six.

Price varies according to the size ordered.



CERTIFICATE OF LIABILITY INSURANCE

9/30/2017

DATE (MM/DD/YYYY)

9/28/2016

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

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

PRODUCER Lockton Companies 195 Scott Swamp Road, Suite 201 Farmington CT 06032 860-678-4000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1345090 Galls, LLC 1340 Russell Cave Road Lexington KY 40505	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B: Liberty Insurance Corporation	42404
	INSURER C: Chubb Custom Insurance Company	38989
	INSURER D: Navigators Specialty Insurance Company	36056
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 11469874

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	N N	TB7-Z11-261104-036	9/30/2016	9/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☒ Comp: \$1,000 ☒ Coll: \$1,000 ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	N N	AS2-Z11-261104-026	9/30/2016	9/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION S	☒ OCCUR ☐ CLAIMS-MADE	N N 79940689	9/30/2016	9/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N N/A	WC7-Z11-261104-016	9/30/2016	9/30/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Umbrella	N N	IS16EXC8845251C	9/30/2016	9/30/2017	Limit: \$15,000,000; XS \$10,000,000

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

CERTIFICATE HOLDER

11469874

EVIDENCE OF INSURANCE

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0478

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

ASSISTANCE TO FIREFIGHTERS GRANT:

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A 90/10 ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF \$110,001.00 FOR THE PURCHASE OF A MOBILE AIR CASCADE SYSTEM TRAILER FOR THE FIRE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT TO PROVIDE FOR MATCHING FUNDS IN THE AMOUNT OF \$10,999.00 AND A PROJECT CONTINGENCY IN THE AMOUNT OF \$18,150.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the acceptance of a 90/10 Assistance to Firefighters Grant from the Federal Emergency Management Agency in the amount of \$110,001.00 for the purchase of a Mobile Air Cascade System Trailer for the Fire Department.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, to provide for matching funds in the amount of \$10,999.00 and a project contingency in the amount of \$18,500.00.

City of Fayetteville Staff Review Form

2017-0478

Legistar File ID

9/19/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

8/29/2017

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution authorizing acceptance of an Assistance To Firefighters Grant from The Department of Homeland Security's Federal Emergency Management Agency (FEMA) in the amount of \$110,001, and approving a budget adjustment to the Fire FEMA Grant 31705.1 project which utilizes Fire ACT 833 Revenue for the 10% grant match (\$10,999) and 15% contingency funds (\$18,150) to allow total funding of \$139,150 for the Mobile Air Cascade System Trailer per AFG Grant Guidelines.

Budget Impact:

2230.900.8005-5801.00

Special Grants

Account Number

Fund

31705.1

Fire FEMA Grant--Mobile Cascade System

Project Number

Project Title

Budgeted Item? No

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? Yes

Item Cost

\$ 121,000.00

Budget Adjustment Attached? Yes

Budget Adjustment

\$ 139,150.00

Remaining Budget

\$ 18,150.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 19, 2017

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief

DATE: August 29, 2017

SUBJECT: Approval of a resolution authorizing acceptance of an Assistance to Firefighters Grant from The Department of Homeland Security's Federal Emergency Management Agency (FEMA) in the amount of \$110,001, and approving a budget adjustment.

RECOMMENDATION:

Approval of a resolution authorizing acceptance of an Assistance To Firefighters Grant from The Department of Homeland Security's Federal Emergency Management Agency (FEMA) in the amount of \$110,001, and approving a budget adjustment to the Fire FEMA Grant 31705.1 project which utilizes Fire ACT 833 Revenue for the 10% percent grant match (\$10,999) and 15% contingency funds (\$18,150) to allow total funding of \$139,150 for the Mobile Air Cascade System Trailer per AFG Grant Guidelines.

BACKGROUND:

The Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) Grant Programs Directorate implements and administers the Assistance to Firefighters (AFG) Grants. The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events. The Fire Department applied to the AFG grant program to request funding for a mobile cascade system trailer.

DISCUSSION:

We will use the grant to purchase a mobile cascade system trailer for self-contained breathing apparatus (SCBA). The mobile cascade system trailer will allow the SCBA used by firefighters to be immediately refilled while on the scene of a blaze or during training exercises. It will not only benefit the city's firefighters but also our automatic aid and training partners across the region.

BUDGET/STAFF IMPACT:

Approving a budget adjustment to the Fire FEMA Grant 31705.1 project which utilizes Fire ACT 833 Revenue for the 10% grant match (\$10,999) and 15% contingency funds (\$18,150) to allow total funding of \$139,150 for the Mobile Cascade System Trailer per AFG Grant Guidelines.

Attachments:

Grant Award Letter and Documents, Budget Adjustment

Amendment Package



Federal Emergency Management Agency
Washington, D.C. 20472

Mr David Dayringer
City of Fayetteville Fire Department
303 W Center St
Fayetteville, Arkansas 72701-5102

Re: Grant No. EMW-2016-FO-06582

Dear Mr Dayringer:

This letter is in written response to your amendment request regarding a cost change within your grant. The approved increase is \$63,000 to your total grant request. The total revised grant amount as a result of this amendment is \$121,000, \$110,001 is the Federal share and \$10,999 is your share of the cost. All other terms and conditions of the grant remain unchanged, except as noted per your amendment. Please maintain copies of all bids/quotes, purchase receipts, vouchers, etc., along with a copy of this letter in your grant file. All other terms and conditions remain unchanged.

If you have any further questions and/or concerns please contact deneen.thompson@fema.dhs.gov at (202) 212-5716.

Sincerely,

(Insert assigned grant specialists for the state name here)
Grant Management Specialist

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - FIRE PREVENTION AND SAFETY GRANTS
Application

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2016-FO-06582
GRANTEE: City of Fayetteville Fire Department
DUNS Number: 883381550
AMOUNT: \$121,000.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

24-JUL-17 to 23-JUL-18

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$121,000.00

Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$121,000.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)**FEMA Officials**

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE)

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants

GRANTEE: City of Fayetteville Fire Department

PROGRAM: Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants

AGREEMENT NUMBER: EMW-2016-FO-06582

AMENDMENT NUMBER: 1

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I. Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances - Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

II. Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VIII. **Civil Rights Act of 1968**

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see [24 C.F.R. § 100.201](#)).

IX. **Copyright**

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government

(e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**
a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For

example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received-

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

i. in the subrecipient's preceding fiscal year, the subrecipient received-

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus*.

ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical

reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XV. False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients

are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. Procurement of Recovered Materials

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the

item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. Contract Provisions for Non-federal Entity Contracts under Federal Awards

a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. Terrorist Financing E.O. 13224

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity

receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree-and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions

governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award;
and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. Animal Welfare Act of 1966

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. Protection of Human Subjects

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. Incorporation by Reference of Notice of Funding Opportunity

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Notice of Funding Opportunity.

XXXVIII. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these

procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

XXXIX. Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

XL. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

XLI. Environmental Planning and Historic Preservation Screening

AFG funded activities (Modification to Facility or Equipment) that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process.

FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.

To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency-website at: <https://www.fema.gov/library/viewRecord.do?id=6906>

In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2016-FO-06582	2. AMENDMENT NO. 1	3. RECIPIENT NO. 71-6018462	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX01287N2017T
6. RECIPIENT NAME AND ADDRESS City of Fayetteville Fire Department 303 W Center St Fayetteville Arkansas, 72701-5102	7. ISSUING OFFICE AND ADDRESS FEMA/Financial and Grants Management Division 500 C Street, S.W., Room 350 Washington DC, 20472 POC: KATRICE HAGAN	8. PAYMENT OFFICE AND ADDRESS FEMA/Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER David Dayringer	PHONE NO. 4795758365	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 24-JUL-17	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:24-JUL-17 To:23-JUL-18	

Budget Period
From:29-JAN-17 To:30-SEP-17

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2017-F6-C111-P4310000-4101-D	\$52,728.00	\$57,273.00	\$110,001.00	\$10,999.00
TOTALS			\$52,728.00	\$57,273.00	\$110,001.00	\$10,999.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant - Fire Prevention and Safety Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
KATRICE HAGAN

DATE
23-AUG-17

Close Window

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2017	Division /Org2 FIRE (300) Requestor: David Dayringer	Adjustment Number
----------------------------	---	--------------------------

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of a resolution authorizing acceptance of an Assistance To Firefighters Grant from The Department of Homeland Security's Federal Emergency Management Agency (FEMA) in the amount of \$110,001, and approving a budget adjustment to the Fire FEMA Grant 31705.1 project which utilizes Fire ACT 833 Revenue for the 10% grant match (\$10,999) and 15% contingency funds (\$18,150) to allow total funding of \$139,150 for the Mobile Air Cascade System Trailer per AFG Grant Guidelines.

RESOLUTION/ORDINANCE	COUNCIL DATE:	9/19/2017
	LEGISTAR FILE ID#:	2017-0478
	<i>Barbara Fell</i> 8/30/2017 7:23 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		139,150	139,150				v.20161220
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
1010.300.3020-7602.28	29,149	-	33047	1	EX	**Transfers To Funds - Special Grants	
1010.300.3020-5911.00	(29,149)		33047	900	EX	Contingency - Savings Other	
2230.900.8005-6602.01	-	29,149	31705	1	RE	**Transfer from Fund - General	
2230.900.0923-4309.00		110,001	31705	1	RE	Federal Grants - Capital	
2230.900.8005-5801.00	139,150		31705	1	EX	**Fixed Assets - :	
		-					
		-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0466

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

BID #17-61 BENCHMARK CONSTRUCTION OF NWA, INC.:

A RESOLUTION TO AWARD BID #17-61 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$263,800.00 FOR PHASE ONE OF THE REMOVAL AND REPLACEMENT OF WINDOWS AT CITY HALL, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-61 and authorizes Mayor Jordan to sign a contract with Benchmark Construction of NWA, Inc. in the amount of \$263,800.00 for phase one of the removal and replacement of windows at City Hall, and further approves a project contingency in the amount of \$50,000.00.

City of Fayetteville Staff Review Form

2017-0466

Legistar File ID

9/19/2017

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

Wade Abernathy

9/1/2017

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a Contract in the amount of \$263,800 with Benchmark Construction for the removal and replacement of windows at City Hall Bid #17-61 and approve a project contingency in the amount of \$50,000.

Budget Impact:

4470.140.8900.00

Sale Tax Cap Imp

Account Number

Fund

02046.1

Building Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 684,967.81

Funds Obligated \$ -

Current Balance \$ 684,967.81

Does item have a cost? Yes

Item Cost \$263,800.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 421,167.81

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 19, 2017

TO: Mayor Lioneld Jordan and City Council

THRU: Paul A Becker, Chief Financial Officer

FROM: Wade Abernathy Facilities Management/Building Construction Manager

DATE: September 1, 2017

SUBJECT: Approval of a Contract in the amount of \$263,800 with Benchmark Construction for the removal and replacement of windows at City Hall Bid #17-61, and approval of project contingency.

RECOMMENDATION:

Staff recommends approval of a contract with Benchmark Construction in the amount of \$263,800 for the removal and replacement of the windows on the 4th and 3rd floors of City Hall as well as a contingency in the amount of \$50,000.

BACKGROUND:

The existing windows in City Hall were installed during the 1982 renovation. The condition of the 35-year-old windows show the window panes have compromised seals, the weather stripping between the sashes is deteriorated, and the calking around the perimeter of the window is cracked and or missing. All issues resulting in decreased energy efficiency, occupant discomfort, and reduced visibility. Staff in conjunction with Sustainability estimated approximately \$6,000 per year of energy loss from the existing windows.

In May 2016, thru RFQ 16-01, deMx architecture was engaged to begin preparing schematics and then bid documents based on Administration's and Staff's request for an affordable, commercial grade, high efficient window replacement. The windows are to be low-e, argon filled, with thermal break construction on the frames. The glass will also be tempered. This is phase 1 of a 3-phase, 3-year replacement plan. Phase 2 in 2018 is to include storefront window and doors on the main floor, and Phase 3 in 2019 is to include the skylight replacement.

DISCUSSION:

On August 10, 2017 3 bids were received. The low bidder was deemed non-responsive due to writing in exclusions on the bid form. The remaining 2 bids were over the certified fund amount; therefore, all bids were rejected.

On September 1, the project was re-bid with the lowest responsive bid of \$263,800 from Benchmark Construction.

BUDGET/STAFF IMPACT:

This project will be funded from the 2017 CIP Project 02046 Building Improvements, Sub project .1 Building Improvements City Hall.

Attachments:

Contract with Benchmark Construction
Official Bid Tabulation



This contract executed this ____ day of _____, 2017, between the City of Fayetteville, Arkansas (City), and Benchmark Construction of NWA, Inc. in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Benchmark Construction of NWA, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 17-61 as stated in Benchmark Construction of NWA, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 17-61, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Benchmark Construction of NWA, Inc. based on their bid proposal in an amount not to exceed \$263,800. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after acceptance of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Benchmark Construction of NWA, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 17-61 with the specifications and conditions typed thereon.
 - B. Benchmark Construction of NWA, Inc. bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Benchmark Construction of NWA, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Benchmark Construction of NWA, Inc.
5. Benchmark Construction of NWA, Inc. shall not assign its duties under the terms of this agreement.
6. Benchmark Construction of NWA, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Benchmark Construction of NWA, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Benchmark Construction of NWA, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Benchmark Construction of NWA, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Benchmark Construction of NWA, Inc.

8. Benchmark Construction of NWA, Inc. to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Benchmark Construction of NWA, Inc. with 30 days written notice.
10. This project shall be completed within 30 calendar days from issue date of Notice to Proceed.
11. Liquidated Damages: N/A
12. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2017.

Benchmark Construction of NWA, Inc.

CITY OF FAYETTEVILLE, ARKANSAS

By: [Signature]
Signature

By: _____
LIONELD JORDAN, Mayor

STEPHEN SMITH, CEO
Printed Contractor Name & Title

ATTEST (Signature)

ATTEST: (Signature)

Company Secretary (Printed Name)

Sondra Smith, City Clerk

Business Address
333 W. DOPLAR ST, STE A
FAYETTEVILLE, AR 72703
City, State & Zip Code

Date Signed: 9-1-17

Date Signed: _____



CITY OF
FAYETTEVILLE
ARKANSAS

City Hall Window Replacement

Bid No. 17-61
Official Bid Tabulation

Bid No. 17-61
Date: 09.01.2017
Time: 2:00 PM

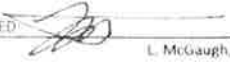
Donald Jordan, Mayor

Number of Addendums: 1

Certification of Funds: \$ 250,000.00
Max Bid Award Limit: \$ 312,500.00

Item	Description	Qty	Benchamrk Construction of NWA, Inc	East Harding Construction
			Total Price	Total Price
1	Window Replacement for City Hall (Total Lump Sum)	1	\$263,800.00	\$267,382.00

CERTIFIED


L. McLaughlin, Purchasing Agent


Witness


Date

9/1/2017

*NOTE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials



5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Benchmark Construction of NWA, Inc.

333 West Poplar, Ste A

Fayetteville, AR 72703

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Westfield Insurance Company

P. O. Box 5001

Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

City of Fayetteville

113 W. Mountain Street

Fayetteville, AR 72701

as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**

Dollars (\$ **5%**), for the payment

of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Window Replacement Fayetteville City Hall**

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

1st

day of **September**

2017


(Witness)

Benchmark Construction of NWA, Inc.

(Principal)

(Seal)


(Title)

Westfield Insurance Company

(Surety)


(Witness)


(Title)

(Seal)

Elizabeth A. Solomon, Attorney-In-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/15/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0320052 04

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
SAM B. HILLER, LARRY R. CLARK, JANICE A. BUTLER, SCOTT R. CLARK, MARTY C. CLARK, VICCI L. HILLER, SHANNON C. SCHMIDLY, ELIZABETH A. SOLOMON, SARAH K. DAY, MARY ANN JUSTICE, JOINTLY OR SEVERALLY

of **FORT SMITH** and State of **AR** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 15th day of FEBRUARY A.D., 2017.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and
Senior Executive

State of Ohio
County of Medina ss:

On this 15th day of FEBRUARY A.D., 2017, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 1st day of September A.D. 2017



Frank A. Carrino, Secretary



CITY OF
FAYETTEVILLE
ARKANSAS

Project Check List

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



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

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.



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



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



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



All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: BENCHMARK CONSTRUCTION

ARKANSAS CONTRACTORS LICENSE NUMBER: 0033500518

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 17-61, Construction – City Hall Window Replacement Rebid

The City of Fayetteville is accepting bids from properly licensed and authorized firms for the purchase of new windows, removal/disposal of old windows, and installation of new windows for City Hall. Questions should be addressed to Les McGaugh, Purchasing Agent at lmcgaugh@fayetteville-ar.gov or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package labeled with the project name and/or description. All bids shall be received by **Friday September 01, 2017 before 2:00 PM**, local time at the City of Fayetteville, Purchasing Division address listed below. A public bid opening will be conducted shortly after the deadline at City Hall. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

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

Bidding documents and plans shall be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Purchasing Division. Addendums and updated plan holder listings will be posted on the City's website at <http://fayetteville-ar.gov/bids>.

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, via e-mail. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

A non-mandatory Pre-Bid meeting will be held **Monday August 21, 2017 at 2:00 PM** in the Room 326 113 W Mountain ST, Fayetteville, AR. All interested parties are encouraged to attend.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bid and license shall be valid at the time of bid deadline.

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

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty (60) days from the bid opening date.

City of Fayetteville
By: Les McGaugh, Purchasing Agent
P: 479.575.8220 Email: lmcgaugh@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 08/14/2017 & 08/21/17

City of Fayetteville

Bid 17-44, Construction – City Hall Window Replacement

Bid Form

Contract Time: 60 Calendar Days from window approval

ITEM	DESCRIPTION	QTY	UNIT	TOTAL PRICE
1	Window Replacement for City Hall (Total Lump Sum)	1	LS	\$ 263,800 ⁰⁰

THIS BID FORM CONTINUES ON THE NEXT PAGE.

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

2) RELATIONSHIP EXISTS (Please explain): _____

- City of Fayetteville, AR
Bid 17-61, Construction – City Hall Window Replacement, Rebid
Page 6 of 55

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: BENCHMARK CONST OF NWA, INC.

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name N/A

*BUSINESS ADDRESS: 333 W. POPLAR ST, STE 'A'

*CITY: FAYETTEVILLE *STATE: AR *ZIP: 72703

*PHONE: 479 251 1316 FAX: 251-1319

*E-MAIL: BENCHMARKCONST@ATTI.NET

*BY: (PRINTED NAME) STEPHEN SMITH

*AUTHORIZED SIGNATURE: 

*TITLE: CEO

DUNS NUMBER: — CAGE NUMBER: —

*TAX ID NUMBER: 71-0477532

Acknowledge Addendums:

Addendum No. 1 Dated: 8-24 Acknowledged by: 

Addendum No. Dated: Acknowledged by:

Addendum No. Dated: Acknowledged by:

Addendum No. Dated: Acknowledged by:



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 17-61, Construction – City Hall Window Replacement Re-Bid

DEADLINE: Friday, September 01, 2017 before 2:00:00 PM, Local Time

PRE-BID: Monday August 21, 2017 at 2:00 PM; Local Time, Room 326

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Mon. August 14, and August 21, 2017

INVITATION TO BID

Bid 17-61, Construction – City Hall Window Replacement Re-Bid

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder. All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

NOTICE TO ALL BIDDERS:

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, via e-mail at lmcgaugh@fayetteville-ar.gov. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED. Interested parties are responsible for printing. All bids will be distributed electronically from the City of Fayetteville Purchasing Division. Receiving electronic links from the City of Fayetteville, AR automatically registers you as a plan holder.

E-MAILED BID PACKAGE INCLUDES LINKS TO THE FOLLOWING FILES:

FILE #1: PROJECT MANUAL: 58 total pages

FILE #2: PROJECT DRAWINGS: 3 total pages

*Additional files added as addendums are issued. Addendums will be directly e-mailed to all listed plan holders and posted on the City's website.

*PLAN HOLDER LISTINGS & ADDENDUMS WILL BE POSTED AT: <http://fayetteville-ar.gov/bids>

Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring <http://fayetteville-ar.gov/bids>. Failure to acknowledge addenda issued as instructed could result in bid rejection.

Project Manual



CITY OF FAYETTEVILLE,
ARKANSAS

CONSTRUCTION – City Hall Window Replacement

BID # 17-61
Date: August 2017



Project Check List

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

☐

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

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.

☐

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

☐

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

☐

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

☐

All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: _____

ARKANSAS CONTRACTORS LICENSE NUMBER: _____

City of Fayetteville
Bid 17-61, Construction – City Hall Window Replacement Rebid
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 17-61, Construction – City Hall Window Replacement Rebid

The City of Fayetteville is accepting bids from properly licensed and authorized firms for the purchase of new windows, removal/disposal of old windows, and installation of new windows for City Hall. Questions should be addressed to Les McGaugh, Purchasing Agent at lmcgaugh@fayetteville-ar.gov or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package labeled with the project name and/or description. All bids shall be received by **Friday September 01, 2017 before 2:00 PM, local time** at the City of Fayetteville, Purchasing Division address listed below. A public bid opening will be conducted shortly after the deadline at City Hall. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

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

Bidding documents and plans shall be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Purchasing Division. Addendums and updated plan holder listings will be posted on the City's website at <http://fayetteville-ar.gov/bids>.

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, via e-mail. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

A non-mandatory Pre-Bid meeting will be held **Monday August 21, 2017 at 2:00 PM** in the Room 326 113 W Mountain ST, Fayetteville, AR. All interested parties are encouraged to attend.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bid and license shall be valid at the time of bid deadline.

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

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty (60) days from the bid opening date.

City of Fayetteville
By: Les McGaugh, Purchasing Agent
P: 479.575.8220 Email: lmcgaugh@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 08/14/2017 & 08/21/17

Contract Time: 60 Calendar Days from window approval

ITEM:	DESCRIPTION	QTY		*TOTAL PRICE
1	Window Replacement for City Hall (Total Lump Sum)	1	LS	\$ _____

THIS BID FORM CONTINUES ON THE NEXT PAGE.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

_____ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: _____

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ FAX: _____

*E-MAIL: _____

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

DUNS NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: _____

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

PART ONE - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, which submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and Architect in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division, and shall constitute all of the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2** Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3** Bidders shall promptly notify Architect of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4** Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Architect by City of Fayetteville's of such Underground Facilities or others, and City of Fayetteville and Architect do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.5** On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6** Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7** The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Architect are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

- 4.1** The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- 5.1** If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Architect not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.
- 5.2** Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3** Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville.
- 5.4** Bidder assumes all responsibility for checking the City's website at www.accessfayetteville.org for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

- 6.1** The provided estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

PART SEVEN - PRICES

- 7.1** Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.
- 7.2** Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3** By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required, and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

- 8.1** Bids are due as indicated in the Advertisement for Bids.
- 8.2** Bids must be made out in ink on the Bid Form included in these Bidding Documents. The unit price or lump sum bid for each item must be stated in figures and in words in the appropriate blank spaces provided on the Bid Form. The figures must be clear and distinctly legible so that no question can arise as to their intent and meaning. In case of a difference in the written words and figures, the amount stated in written words shall govern. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3** Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- 8.4** Address sealed bids to City of Fayetteville, and deliver to the address given in the Advertisement for Bids on or before the day and hour set for opening the bids. Enclose the completed Bid Form and Project Manual in a sealed envelope bearing the title of the project, the name of the Bidder, Bidder's Arkansas Contractor's License Number, and the date and hour of the bid opening. If this sealed envelope is delivered by a public carrier, it must be contained in another envelope addressed to City of Fayetteville and the attention of the project name. It is the sole responsibility of Bidder to see that the Bid is received on time.
- 8.5** Acceptance of deductive alternate bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate, if presented, will be provided on the Bid Form. The price of the Bid for each deductive alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.6** No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

PART NINE - SIGNATURE ON BIDS

- 9.1** If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.2** All names must be typed or printed in black ink below the signature.
- 9.3** The address and telephone number for communications regarding the Bid must be shown.

- 9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.
- 9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

PART TEN - BID SECURITY

- 10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement For Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.
- 10.2 The City of Fayetteville reserves the right to retain the security until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

- 11.1 Prior to signing the Agreement, Contractor shall furnish a surety performance Bond and a payment Bond, equal to one hundred percent of the contract price.
- 11.2 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.
- 11.3 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.
- 11.4 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.
- 11.5 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached.
- 11.6 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein

specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

- 11.7** The bonds shall be presented to the City after being file marked at the Washington County Circuit Clerk's Office. Multiple copies of the original bonds may be necessary for filing purposes.

PART TWELVE - CONTRACT TIME

- 12.1** The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.

PART THIRTEEN - LIQUIDATED DAMAGES

- 13.1** Provisions for liquidated damages, if any, are set forth in the Bid Form.

PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS

- 14.1** Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 15.1** Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration.

PART SIXTEEN – CONTRACTOR'S LICENSING REQUIREMENTS

- 16.1** A Contractor's License is required to bid this project, and shall be valid at time of submittal; however, prior to executing the agreement with the City of Fayetteville, the Contractor shall be licensed for bids in excess of \$20,000.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

- 17.1** To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Architect's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

- 18.1** Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.

- 18.2** More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- 18.3** Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- 18.4** Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- 18.5** Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6** Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- 18.7** Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

- 19.1** Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - CONSIDERATION OF BIDS

- 20.1** After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- 20.2** In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- 20.3** City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

- 21.1** City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- 21.2** City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

- 22.1** City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

- 23.1** Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

- 24.1** When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

PART TWENTY-FIVE - MATERIALS GUARANTY

- 25.1** Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

- 26.1** Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the

contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid.

- 27.1** Americans with Disabilities Act.
- 27.2** Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
- 27.3** Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.

PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED

- 28.1** All **bidders** shall have past experience in providing similar work as described for this project. The City of Fayetteville reserves the right to reject for inadequate experience. A minimum of four (4) references are required.

End of Section

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages addressed** to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and **Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

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

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal

and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor’s records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise,

will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

27. ATTACHMENTS TO BID DOCUMENTS:

- a. Quaker H600 Series Specification Sheets

01010 SUMMARY OF WORK

PART 1 - GENERAL

1.1 PROJECT DESCRIPTION

- A. The scope of work consists of the replacement of windows at Fayetteville City Hall, 113 W. Mountain Street as outlined in the drawings. Existing windows will be removed from the outside and disposed of off-site at contractor's expense. All interior trim (jambs and sills) will be preserved during window replacement process. New windows will retrofit into existing openings. New windows will be aluminum windows (toffee colored). Glass will be argon filled, energy Max.

1.2 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the Contractor shall have controlled and coordinated use of the facilities as agreed upon by the Owner. The City will provide a dumpster for demolition. The Contractor's use of the site shall be limited and coordinated with the Owner on a daily basis after 5pm and on weekends. Contractor shall keep work area as neat as possible and will return work area to original condition as portions of Work are completed. All work will be put away at end of day and Work area will be cleaned. The City will provide a location for a connex, approx. ½ block south of City Hall. For Bidding Purposes, assume the roof on the east side of City Hall will support scaffolding. After the bid the City will provide an engineer review of the structure.

1.3 OWNER OCCUPANCY

- A. Owner Occupancy during Work: The Owner shall occupy the building throughout the Work provided that such occupancy does not interfere with completion of the Work. Work will be scheduled in coordination with Owner. Work will be performed in a way that protects the safety of building occupants at all times.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 RESPONSIBILITY

- A. The General Contractor is responsible for scheduling and coordination of orderly work, the proper supply of manpower, equipment and supplies, the safety conditions of the Project and the compliance with all safety and health regulations and codes.

024100 SELECTIVE DEMOLITION
PART 1 - GENERAL

1.1 SUMMARY:

- A. Selective demolition work, complete, as indicated, specified, and required for new work, including removal and disposal of demolished materials and capping of existing utilities.
- B. Removal, protection, and storage of items designated to be reused.
- C. Removal of existing windows and insertion of new windows should all be executed through exterior means, while interior work in City Hall is continuous. Specific timing and scheduling should be coordinated with Owner and Architect prior to start date.

1.2 SUBMITTALS: Comply with Section 01300.

- A. Before commencing selective demolition work, submit for review and approval of the Architect, a schedule showing the commencement, order, and completion dates for the various parts of this work. Include details for dust, noise and weathertight protection.
- B. Before starting any work relating to existing utilities that will temporarily discontinue service or access to existing and adjacent buildings, notify the Architect 72 hours in advance and obtain approval before proceeding with work. Do not disconnect or disrupt service without Architect's prior approval.

1.4 PROJECT CONDITIONS:

- A. Condition of Structure: Owner assumes no responsibility for actual condition of items or portions of structure to be demolished.
- B. Salvageable Items:
 - 1. Items indicated to be removed, and not designated for Owner's salvage or for reuse, may be salvaged by the Contractor. Transport salvaged items from site as they are removed. Storage or sale of removed items on site will not be permitted.
- C. Protections:
 - 1. Provide protective measures as required to protect personnel and general public from injury due to selective demolition work.
 - 2. Provide interior and exterior shoring, bracing, and support to prevent movement, settlement, and collapse of structure or element to be demolished, and adjacent facilities and work to remain.

3. Coordinate with authority regarding the closing of sidewalks and streets
 4. Provide adequate fire protection in accordance with local Fire Department requirements.
 5. Cover and protect existing floors, equipment, fixtures, and other items to remain from soiling or damage during demolition work.
 6. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces, and installation of new construction to insure that no water leakage or damage occurs to structure of the existing area.
- D. Damages: Promptly repair, to the satisfaction of the Architect and Owner damages caused to contents by demolition work or due to insufficiency of protection provided, at no cost to Owner. Replace damaged work, as directed by the Architect, if repair is not satisfactory.
- E. Traffic: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- F. Explosives: Use of explosives will not be permitted.
- G. Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practicable level. Comply with governing regulations pertaining to environmental protection.

PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DEMOLITION: Provide selective demolition as indicated and as required for new work.

- A. Proceed in a systematic manner. Use such methods as required to complete work in accordance with demolition schedule and governing regulations.
- B. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power driven impact tools.

3.2 DISPOSAL OF DEMOLISHED MATERIALS: Remove debris, rubbish, and other materials resulting from demolition operations as the work progresses. Transport and legally dispose of materials off site. Burning of debris will not be permitted on site.

3.3 CLEAN UP AND REPAIR:

- A. Upon completion of selective demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave interior areas broom clean.
- B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair construction or surfaces soiled or damaged by selective demolition work.

06 40 00 ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 SUMMARY: Architectural woodwork, complete. Work includes, but is not limited to, the following:

- A. Wood sills, frame and trim.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

- A. N/A

1.3 SUBMITTALS: 01 33 00 Submittal Procedures

- A. Product Data: Submit manufacturer's product data for each product and process specified as work of this section and incorporated into items of architectural woodwork during fabrication, finishing, and installation.

1.4 QUALITY ASSURANCE:

- A. Trim Material and Fabrication Standards: Custom grade, in accordance with the latest edition of the Architectural Woodwork Institute Quality standards and Guide Specifications, and match existing species of wood.
- B. Fabrication of architectural woodwork to be by a single firm.

1.5 PROJECT CONDITIONS:

- A. Do not deliver or install woodwork until wet-work is completed, and HVAC system is operating and will maintain temperature and relative humidity at occupancy levels during remainder of construction period.
- B. Field Measurements: Where woodwork is fitted to other construction, check actual dimensions of other construction by accurate field measurements before fabrication, and show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying work.

1.6 DELIVERY, STORAGE, AND HANDLING: Deliver store, and handle architectural woodwork in a manner to prevent damage and deterioration. Protect all surfaces of items subject to damage during transit.

- 1.7 COORDINATION:** Coordinate work with work of other trades, including trades furnishing appliances and plumbing fixtures

PART 2 - PRODUCTS

- 2.1 MATERIALS:** Conform to Sections 100 and 200 of reference standard, except as modified below.

- A. Exposed Solid Wood for Opaque Finish: match existing.
- B. Solid Wood for transparent finish- match existing in species, grade, texture, profile, size, stain and finish.
- C. Solid Wood for Concealed Members: Douglas fir or Southern Pine.

2.3 FABRICATION AND MANUFACTURE:

- A. Comply with specified sections of referenced standard, except do not use staples in exposed millwork construction.

PART 3 - EXECUTION

3.1 PREPARATION:

- A. Condition woodwork to average prevailing humidity conditions in installation areas prior to installing.
- B. Prior to installation, examine shop fabricated work for completion, and complete work as required, including back priming and removal of packing.

3.2 INSTALLATION: Comply with AWI referenced section and as specified.

- A. Install woodwork plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level (including countertops); and with no variations in flushness of adjoining surfaces.
- B. Scribe and cut work to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.
- C. Anchor woodwork to anchors or blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Use fine finishing nails for exposed nailing, countersunk and filled flush with woodwork.
- D. Standing And Running Trim: Installed with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to the greatest extent possible. Stagger joints in adjacent and related members. Cope at returns, miter at corners, and comply with referenced

standards for joinery.

3.3 ADJUSTMENT, CLEANING, FINISHING AND PROTECTION:

- A. Repair damaged and defective woodwork wherever possible to eliminate defects functionally and visually; where not possible to repair properly, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean hardware, lubricate and make final adjustments for proper operation.
- C. Clean woodwork on exposed and semi-exposed surfaces. Touch up shop applied finishes to restore damaged or soiled areas.
- C. Protection: Provide final protection and maintain conditions necessary to ensure that the work will be without damage or deterioration at the time of acceptance.

07 60 00 FLASHING & SHEET METAL

PART 1 GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. Sealants – Joint 07901

1.2 FURNISHED BUT NOT INSTALLED

- A. Furnish various trades with flashing and other items of sheetmetal work shown or specified to be built in by them.

1.3 SHOP DRAWINGS

- A. Submit complete shop drawings for sheetmetal work to Architect for approval.

1.4 GUARANTEE

- A. All flashing and sheetmetal work shall be included in 5-year guarantee. This applicator shall furnish guarantee in written form.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Prefinished metal.
- B. Galvanized sheet metal:
 - 1. ASTM A-361, hot dip type, 24 gauge.
 - 2. Solder - ASTM B-32, 50% tin

PART 3 EXECUTION

3.1 INSTALLATION

- A. Counterflashing shall be installed according to figure “A”, page 101, SMACNA Manual.
- B. Corners shall be shop fabricated with legs extending each way from a corner a minimum of 18”.
- C. Sill flashing shall be installed according to the SMACNA Manual and including but not limited to pan flashing set in compatible sealant with end dam and subframes.
- D. Flashing
 - 1. Lengths not to exceed 15 feet.
 - 2. Side laps 6 inches, end laps 10 inches.
 - 3. Adhere joints together with adhesive recommended by manufacturer.

3.2 EXPANSION AND CONTRACTION

- A. Make ample provisions for expansion and contraction of all sheetmetal work. See SMACNA Manual.

3.3 WORKMANSHIP

- A. Equal to best standards of practice in modern sheet metal.
- B. Accurately formed to size, shapes and dimensions with all angles and lines in true alignment.
- C. The work shall conform to “Architectural Sheet Metal Manual” as issued by the Sheet Metal and Air Conditioning Contractors’ National Assoc., Inc.

07 90 01 JOINT SEALANTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes joint sealants for the following locations:

- 1. Exterior joints in vertical surfaces and nontraffic horizontal surfaces as indicated below:

- a. Provide continuous joint sealant between window frame and masonry.
 - b. Provide continuous joint sealant to all perimeter window frame joints.

- 2. Interior joints in vertical surfaces and horizontal nontraffic surfaces as indicated below:

- a. Provide continuous joint sealant between window frame and wall and wall surfaces.
 - b. Provide continuous joint sealant to all perimeter window frame joints.

1.3 SYSTEM PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.
- B. Provide joint sealants for interior applications that have been produced and installed to establish and maintain airtight continuous seals that are water resistant and cause not staining or deterioration of joint substrates.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specifications Sections.
- B. Product data from manufacturers for each joint sealant product required.
 - 1. Certification by joint sealant manufacturer that sealants plus the primers and cleaners required for sealant installation comply with local regulations controlling use of volatile organic compounds.
- C. Samples for initial selection purposes in form of manufacturer's standard bead samples, consisting of strips of actual products showing full range of colors available, for each product exposed to view.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.
- B. Single Source Responsibility for Joint Sealant Materials: Obtain joint sealant materials from a single manufacturer for each different product required.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

- A. Environmental Conditions: Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer.
 - 2. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer or below 40 deg F (4.4 deg C).
 - 3. When joint substrates are wet.

- B. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less or greater than allowed by joint sealant manufacturer for application indicated.
- C. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

PART 2 PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors: Provide color of exposed joint sealants to comply with the following:
 - 1. Provide selections made by Architect from manufacturer's full range of standard colors for products of type indicated.

2.2 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing elastomeric sealants that comply with ASTM C 920.
 - 1. Additional Movement Capability: Where additional movement capability is specified in Elastomeric Joint Sealant Data Sheet, provide products with the capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, to withstand the specified percentage change in the joint width existing at time of installation and remain in compliance with other requirements of ASTM C 920 for uses indicated.
- B. Available Products: Subject to compliance with requirements, elastomeric sealants that may be incorporated in the Work include, but are not limited to, the products specified in each Elastomeric Sealant Data Sheet.
- C. Products: Subject to compliance with requirements, provide one of the products specified in each Elastomeric Joint Sealant Data Sheet.

2.3 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Plastic Foam Joint Fillers: Preformed, compressible, resilient, nonstaining, nonwaxing, nonextruding strips or flexible plastic foam of material indicated below and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
 - 1. Closed-cell polyethylene form, nonabsorbent to liquid water and gas, nonoffgassing in unruptured state.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming in any way joint substrates and adjacent nonporous surfaces, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint sealant performance. Do not proceed with installation of joint sealants until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealant manufacturer and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean concrete, masonry, unglazed surfaces of ceramic tile, and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
 - 3. Remove laitance and form release agents from concrete.
 - 4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile, and other nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealant manufacturer based on preconstruction joint sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's recommendations. Confine primers to areas of joint sealants bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning

methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:
 - 1. Install joint fillers to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - a. Do not leave gaps between ends of joint fillers.
 - b. Do not stretch, twist, puncture, or tear joint fillers.
 - c. Remove absorbent joint fillers that have become wet prior to sealant application and replace with dry material.
- D. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at the same time sealant backings are installed. Provide manufacturer warranty and minimum 2 year installation warranty.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.
 - 1. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

3.4 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or

deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so that and installations with repaired areas are indistinguishable from original work.

085113 ALUMINUM WINDOWS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fixed Aluminum Window Units
2. Glass and Glazing for Aluminum Windows including tempered, glass type, and energy efficiencies.
3. Wood Blocking, Shims, Anchors, Clips, and all accessories necessary for a complete installation furnished and installed.
4. All aluminum trim and closure pieces including but not limited to subframes, flashings, and sill flashings
5. Installation labor, tools, equipment, and services necessary for installation of Aluminum Windows.

B. Related Sections:

1. Section 07 60 00 (07600) - Metal Flashing and Trim
2. Section 07 901 (07901) - Joint Sealants
3. Section 013300 Submittals

1.2 REFERENCES

A. Aluminum Association (AA)

1. DAF-45 – “Designation System for Aluminum Finishes”

B. American Architectural Manufacturers Association (AAMA):

1. 101 – “Voluntary Performance Specification for Windows, Skylights and Glass Doors”
2. 611 – “Voluntary Specification for Anodized Architectural Aluminum”
3. 1503 – “Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections”
4. 2400 – “Voluntary Specification for Installation of Windows with a Mounting Flange in Stud Frame Construction”
5. 2604 – “Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels”
6. 2605 – “Voluntary Specification, Performance Requirements and Test Procedures for Superior Performance Organic Coatings on Aluminum Extrusions and Panels”
7. CW-10 – “Care and Handling of Architectural Aluminum from Shop to Site”

C. American National Standards Institute (ANSI) Publications

1. Z97.1 – “Performance Specifications and Methods of Test for Safety Glazing Materials Used in Buildings”

D. ASTM International (ASTM) Publications:

1. C1036 – “Standard Specifications for Flat Glass”
2. C1048 – “Standard Specifications for Heat-Treated Flat Glass – Kind HS, Kind FT Coated and Uncoated Glass”
3. E90 – “Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements”
4. E283 – “Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen”
5. E330 – “Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors By Uniform Static Air Pressure Difference”
6. E331 – “Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors By Uniform Static Air Pressure Difference”
7. E413 – “Classification for Rating Sound Insulation”
8. E547 – “Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Cyclic Static Air Pressure Differential”
9. E774 – “Standard Specification for Sealed Insulating Glass Units”
10. E1886 – “Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials”
11. E1996 - “Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors and Impact Protective Systems Impacted by Windborne Debris in Hurricanes”
12. F588 - “Standard Test Methods for Measuring the Forced Entry Resistance of Window Assemblies, Excluding Glazing Impact”

E. Glass Association of North America (GANA):

1. “GANA Glazing Manual”

F. Insulating Glass Certification Council (IGCC)

G. Insulating Glass Manufacturers Alliance (IGMA) Publications:

1. Glazing Guidelines

H. National Fenestration Ratings Council (NFRC)

I. U.S. Consumer Product Safety Commission (CPSC) Publications:

1. 16 CFR Part 1201 “Safety Standard For Architectural Glazing Materials”

J. Window and Door Manufacturers Association (WDMA) Publications:

1. ANSI/AAMA/WDMA 101/I.S.2/NAFS-02 “Voluntary Performance Specification for Windows, Skylights and Glass Doors”

2. AAMA/AAMA/WDMA/CSA 101/I.S.2/A440-05 "Standard/Specification for Windows, Doors and Unit Skylights"

1.3 SUBMITTALS

- A. Submit "Letter of Conformance" with the following supporting data:
 1. Product data for each type of aluminum window specified, including standard construction details, dimensions of individual components, profiles, finishes, hardware, and accessories.
 2. Shop drawings for each type of window specified, including ¼-inch scale wall elevations, typical unit elevations at ¾-inch scale details, full size details of typical composite members and the following:
 - a. Panning Details
 - b. Flashing and drainage details.
 - c. Mullion details, including reinforcement and stiffeners.
 - d. Joinery details.
 3. Product certificates signed by the window manufacturer certifying that window units comply with specified performance requirements.
 4. Submit certified independent laboratory test reports verifying compliance with all test requirements of 1.5 PERFORMANCE REQUIREMENTS as requested by Architect.

1.4 DEFINITIONS

- A. Performance grade number, included as part of the AAMA/WDMA/CSA 101/I.S.2/A440-05 product designation code, is actual design pressure in pounds force per square foot used to determine structural test pressure and water test pressure.

1.5 PERFORMANCE REQUIREMENTS

- A. Certify that windows have been tested in accordance with American Architectural Manufacturers Association (AAMA/WDMA) Specification for Performance Class specified complying with the following performance standards:
 1. AAMA/WDMA/CSA 101/I.S.2/A440-05 Performance Requirements: Provide aluminum windows of the performance class and grade indicated that comply with AAMA/WDMA/CSA 101/I.S.2/A440-05.
 - a. Performance Class: F-HC
 - b. Performance Grade: 50
 2. Uniform Structural Properties (ASTM E330): Pressure acting inward and outward. Window to be operable with permanent deformation at a maximum of 1/175 of its span, when tested at a static air pressure difference of the following:
 - a. Class F-HC-50: 75.0 PSF
 3. Water Resistance (ASTM E331 and ASTM E547): No water penetration at test pressure indicated.

- a. Class F-HC-50: 6.00 PSF
- 4. Air Leakage (ASTM E283):
 - a. No air leakage when tested at a static pressure difference of 6.24 PSF minimum.

B. Project Wind Loads:

- 1. Ultimate Wind Speed (MPH): 120
- 2. Risk Category: III
- 3. Exposure Category: C
- 4. Minimum Ultimate Components and Cladding Wind Pressure – Zone 4 (PSF): +40/-49
- 5. Minimum Ultimate Components and Cladding Wind Pressure – Zone 5 (PSF): +45/-60

1.6 QUALITY ASSURANCE

A. All window units shall be manufactured by a single source.

- 1. All windows in any one project must be by the same manufacturer and with comparable frame depth, profile, glazing bite, and installation requirements. Manufacturer must provide a window system that can incorporate all window configurations used on the project.
- 2. Standards: Requirements for aluminum windows, terminology and standard of performance, and fabrication workmanship are those specified and recommended in AAMA/WDMA/CSA 101/I.S.2/A440-05 and The Aluminum Association (AA).
 - a. All window units shall be labeled as conforming to AAMA/WDMA/CSA 101/I.S.2/A440-05. The label shall state the name of the manufacturer, the approved labeling agency and the product designation as specified in AAMA/WDMA/CSA 101/I.S.2/A440-05.
 - b. All testing shall be conducted using AAMA/WDMA/CSA 101/I.S.2/A440-05 Gateway Performance minimum specified test sizes.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Transportation and Handling: Transport products by methods to avoid product damage, deliver in undamaged condition in manufacturer's unopened containers or packaging. Provide equipment and personnel to handle products by method to prevent soiling or damage. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- B. Storage and Protection: Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain with temperature and humidity ranges required by manufacturer's instruction.

1.8 WARRANTIES

A. Aluminum Window Warranty

- 1. Products: Submit a written warranty, executed by the window manufacturer, for the following:
 - a. Framing: A period of (2) year from the date of manufacture, against defective materials and workmanship, including substantial non-compliance with applicable specification requirements and industry standards, which results in premature failure of the windows or parts, outside of normal wear.

- b. Insulated glass units: A period of (5) years from the date of manufacture, against insulated glass seal failure unrelated to glass breakage.
 - c. In the event that windows or components are found defective, manufacturer will repair or provide replacements without charge at manufacturer's option.
 - d. Finish: Refer to Part 2, Section 2.6 "FINISHES" for warranty requirements.
 - e. Warranty for all components must be direct from the manufacturer (non- pass through) and non- prorated for the entire term. Warranty must be assignable to the non-residential owner, and transferable to subsequent owners through its length.
2. Installation: Submit a written warranty, executed by the window installer, for a period of (2) year from the date of substantial completion, against defective materials or workmanship, including substantial non-compliance with applicable specification requirements, which result in premature failure.
- a. In the event that installation of windows or components is found to be defective, installer will repair or provide replacements without charge at the installer's option.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Approved Manufacturers:

- 1. Quaker Window Products Company, Inc. (800) 347-0438
 - a. Fixed Window: H600 series with tempered, Argon filled, energy max Low-E glazing (See attached specifications)
 - b.
- 2. Substitutions: Only pre-approved products specified by the Architect will be acceptable. Submit the following information with proper documentation as required for pre-bid substitution requests, and at least (10) working days prior to bid date.
 - a. Independent test reports certifying that proposed product is in accordance with, and meets all criteria specified in Section 1.5 "PERFORMANCE REQUIREMENTS".
 - b. Drawing details of elevations and sections, and samples in accordance with, and as specified in Section 1.3 "SUBMITTALS".
 - c. Copy of manufacturer's warranty specified in accordance with, and as specified in Section 1.8 "WARRANTIES".
 - d. Any additional information requested by the Architect.

2.2 MATERIALS

A. Aluminum Members:

- 1. Extruded aluminum prime billet 6063-T6 alloy for primary components, 6063-T6, or 6061-T6 for structural components, all in accordance with (ASTM B221).

B. Thermal Break Construction:

- 1. Frame members shall include a thermal break, applied in the manufacturer's facility, using concealed low-conductance poured-in-place polyurethane in a pre-treated cavity.

2. After proper curing, the aluminum bridge section must be removed to provide a 1/4" minimum separation between interior and exterior metal surfaces.

2.3 MANUFACTURED UNITS

- A. Principal window frame members shall have a minimum 0.062" wall thickness, which includes all hardware mounting webs, and sectional flanges.
- B. Window frame depth shall be 3 1/4" minimum.
- C. Glazing: Refer to Section 2.5 "GLASS MATERIALS".

2.4 COMPONENTS

- A. All fasteners, tools, equipment, and other materials necessary for a complete installation shall be furnished by the Contractor.
 1. Aluminum, nonmagnetic stainless steel, epoxy adhesive, or other materials warranted by the manufacturer to be noncorrosive and compatible with all window members, cladding, trim, hardware, anchors, and other components.
- B. Thermoplastic or thermo-set plastic caps, housings, and other components to be injection-molded nylon, extruded PVC, or other suitable compound.
- F. Accessories:
 1. Sills: Manufacturer's standard exterior sills, as shown on Drawings.
 2. Trim: Manufacturer's standard interior snap trims, type as shown on Drawings.
 3. Mullions: Provide mullions and cover plates as shown, matching window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, as indicated. Provide mullions and cover plates capable of withstanding design loads of
 4. Muntins:
 - a. Simulated Divided Lite Muntins:
 - 1) Composition shall include:
 - i. Exterior applied extruded aluminum Muntin of specified width, continuously adhered to surface of glass with a high performance acrylic adhesive system (ARclad 8626 Muntin Mounting Tape as manufactured by Adhesives Research, or equivalent)
 - ii. Roll formed aluminum of specified width, located between glass panes within the sealed insulated glass unit.
 - iii. Interior applied extruded aluminum Muntin of specified width, continuously adhered to surface of glass with a high performance acrylic adhesive system (ARclad 8626 Muntin Mounting Tape as manufactured by Adhesives Research, or equivalent)
 - 2) Finish of Exterior and Interior applied muntin components shall comply with Section 2.06 "FINISHES".
 - 3) Finish color of Exterior and Interior applied muntins, and internal muntins shall match Window Frame.

5. Panning:

- a. Provide extruded aluminum panning in accordance with (ASTM B221) by Window Manufacturer, type and size as indicated on Drawings.
- b. Panning shall be cut to fit by Window Manufacturer.
- c. Finish of Panning components shall comply with Section 2.6 "FINISHES", and color shall match Aluminum Windows.

6. Receptor System / Subframe:

- a. Provide extruded aluminum, thermally broken Receptor System with Aluminum Windows by Window Manufacturer in accordance with (ASTM B221), as shown on Drawings.
- b. Finish of Receptor System components shall comply with Section 2.06 "FINISHES", and color shall match Aluminum Windows.

2.5 GLASS MATERIALS:

A. Coated Low Emissivity Glass: Type 1 (transparent glass, flat), Class 1 (clear), Quality q3 (glazing select), with coating type and performance characteristics complying with requirements specified below:

1. Low E Coating: Surface #2 on insulated units.
2. Approved Manufacturers:
 - a. Cardinal

B. Tempered Glass: Condition A (uncoated surfaces), Type 1 (transparent glass, flat), Class 1 (clear), Quality q3, clear, fully tempered safety glass (meet requirements of ANSI Z97.1).

1. All tempered glass shall conform to ASTM C1048, ANSI Z97.1, and CPSC 16 CFR Part 1201. Tempered glass shall bear permanent monogram indicating tempered quality. Fabrication marks on tempered glass shall be located to be concealed in completed installation.

C. Windows shall be glazed as follows:

1. Sound Transmission Class (STC) (ASTM E413): Provide glazing required for conforming to over all STC ratings as specified for aluminum windows.

D. Insulating Glass: Manufacturer's standard units that comply with specified quality standards and coatings.

- a. Provide preassembled units consisting of organically sealed panes of glass enclosing a hermetically sealed dehydrated air space and complying with ASTM E774 for performance classification indicated as well as with other requirements specified for glass characteristics, air space, sealing system, sealant, space material, and desiccants.

- 1) Total Thickness: 5/8"

- 2) As required by the window manufacturer for size of glass

- b. Exterior Pane of Glass:

- 1) Provide tempered glass

- c. Insulated Unit Sealing System:

- 1) The IG edge seal system shall provide very low permeability to water vapor ingress @ $<0.10 \text{ g H}_2\text{O/m}^2$ per 24 hrs to provide a long IG service life”
- 2) The IG edge seal system shall provide very low Thermal Conductance (or Klin) @ $<0.25 \text{ W/m}^\circ \text{ C}$ based on $\frac{1}{2}$ " (13mm) spacer, and forces warm-edge.

2.6 FINISHES

A. Finish of Aluminum Components

1. Finish of all exposed areas of aluminum windows and components shall be applied in accordance with the appropriate AAMA Voluntary Guide Specification shown below:
 - a. High Performance Organic Coating conforming to (AAMA 2604-98), Voluntary Specification, Performance Requirements and Test Procedures.
 - b. Finish Warranty Period: *5 years from date of manufacture
 - c. Color Selection: toffee

2.7 FABRICATION

- A. Fabricate windows allowing for minimum clearances and shim spacing around perimeter of assembly, yet enabling installation.
- B. Rigidly fit joints and corners. Accurately fit and secure corners tight. Make corner joints flush, hairline, and weatherproof. Seal corner joints with sealant.
- C. Develop drainage holes with moisture pattern to exterior.
- D. Prepare components to receive anchor devices. Fabricate anchorage items.

PART 3 EXECUTION

3.1 EXAMINATION

A. Site Verification of Conditions:

1. Verify that building substrates permit installation of windows according to the manufacturer's instructions, approved shop drawings, calculations and contract documents.
2. Do not install windows until unsatisfactory conditions are corrected.

3.2 INSTALLATION

A. Erection of Aluminum Windows

1. Install windows with skilled tradesmen in exact accordance with approved Shop Drawings, Installation Instructions, Specifications, and in accordance with (AAMA 101/I.S.2./ A440-08).
2. Windows must be installed plumb, square, and level for proper weathering and operation. Jambs must not be “sprung”, bowed, or warped during installation.
3. Any uncoated aluminum components of Aluminum Window shall be insulated from direct contact with steel, masonry, concrete, or other dissimilar metals by bituminous paint, zinc chromate primer, nonconductive shims, or other suitable insulating materials.

3.2 ADJUSTING AND CLEANING

- A. After completion of window installation, windows shall be inspected, adjusted, put into working order and left clean, free of labels, dirt, or other debris. Protection from this point shall be the responsibility of the General Contractor.

09250 GYPSUM DRYWALL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section describes requirements for gypsum wallboard systems and associated items. The types of work include, but are not limited to, the following:
 - 1. Gypsum drywall applied to wood framing and furring.
 - 2. Gypsum backing boards for application of other finishes.
 - 3. Drywall finishing (joint tape-and-compound treatment).
- B. Fire Resistance Ratings: Where indicated, provide materials and construction which are identical to those of assemblies whose fire resistance rating has been determined per ASTM E 119 by a testing and inspecting organization acceptable to authorities having jurisdiction. Provide fire-resistance-rated assemblies identical to those indicated by reference to GA File No's. in GA-600 "Fire Resistance Design Manual" or to design designations in U.L. "Fire Resistance Directory" or in listing of other testing and agencies acceptable to authorities having jurisdiction.

1.2 SUBMITTALS

- A. Furnish manufacturer's certification that materials meet or exceed specification requirements.
- B. Furnish manufacturer's printed instructions for installation of the assemblies.

1.3 QUALITY ASSURANCE

- A. Single Source Responsibility: Obtain each type of gypsum board and related joint treatment materials from a single manufacturer.
- B. Comply with GA-216 "Application and Finishing of Gypsum Board" by Gypsum Association.
- C. Allowable Construction Tolerances: 1/8" offsets between planes of board faces, and 1/4" in 8'-0" for plumb, level, warp and bow.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct

sunlight, surface contamination, corrosion, construction traffic and other causes. Neatly stack gypsum boards flat to prevent sagging.

- C. Handle gypsum boards to prevent damage to edges, ends, and surfaces. Do not bend or otherwise damage metal corner beads and trim.

1.5 SITE CONDITIONS

- A. Environmental Conditions, General: Establish and maintain environmental conditions for application and finishing gypsum board to comply with ASTM C 840 and with gypsum board manufacturer's recommendations.
- B. Minimum Room Temperatures: For non-adhesive attachment of gypsum board to framing, maintain not less than 40 deg F (4 deg C). For adhesive attachment and finishing of gypsum board maintain not less than 50 deg F (10 deg C) for 48 hours prior to application and continuously thereafter until drying is complete.
- C. Ventilate building spaces to remove water not required for drying joint treatment materials. Avoid drafts during dry, hot weather to prevent materials from drying too rapidly.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Gypsum Wallboard:
 - 1. Regular board:
 - a. ASTM C 36.
 - b. Thickness: As indicated, or if not indicated, in 5/8" thicknesses to comply with ASTM C840 for application and support spacing indicated.
 - c. Edges: Tapered.
 - d. Provide foil-backed where indicated.
 - 2. Fire-rated board (Type X):
 - a. ASTM C 36.
 - b. Thickness: 5/8"
 - c. Edges: Tapered
- B. Fasteners:
 - 1. Screws for sheet metal application:
 - a. Self-drilling, self-tapping, bugle head, for use with power driven tool.
 - b. Single layer and base layer application: Type S, 1" long.
 - c. Double layer screw attachment: Type S, 1-5/8" long.
 - 2. Screws for attaching to wood framing:

- a. Self-drilling, self-tapping, bugle head, for use with power driven tool.
 - b. Single layer and base layer application: Type W, 1-1/4".
 - c. Double layer adhesively laminated: Type G, 1-1/2".
- C. Joint Treatment Materials: Provide materials complying with ASTM C 475, ASTM C 840 and recommendations of manufacturer's of both gypsum board and joint treatment materials for the application indicated.
 1. Joint tape: Paper reinforcing tape.
 2. Joint compound: Ready-mixed vinyl-type for interior use.
 - a. Taping compound for first coat over fasteners and flanges of corner beads and edge trim.
 - b. Topping compound formulated for fill (second) and finish (third) coats.
- D. Laminating Adhesive:
 1. Manufacturer's recommendation for laminating multiple-ply application.
- E. Spot Grout: ASTM C 475, setting-type joint compound of type recommended for spot grouting hollow metal door frames.
- F. Sound Attenuation Blankets:
 1. ASTM C 665, Type I
 2. Thickness: 2"
 3. 3-1/2" batt insulation may be used at Contractor's option.
- G. Accessories:
 1. Corner beads: U.S.G. Perf-A-Bead or an approved equal.
 2. Edge trim: U.S.G. No. 200 series or an approved equal.
 3. Control joints: U.S.G. 093 or an approved equal.
- H. Drywall Texture-Walls:
 1. Provide "Wall Spray Texture" as manufactured by Gold Bond or approved equal.
 2. Texture: Light orange peel finish
- I. Drywall Texture-Ceilings:
 1. Provide "Spray Quick" texture as manufactured by Gold Bond or approved equal.
 2. Texture: Light orange peel finish

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General:
 1. Use wallboard of maximum lengths to minimize end joints.
 2. Stagger end joints when they occur.
 3. Locate end joints as far as possible from center of wall or ceiling.
 4. Steel Framing Installation Standard: Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation.

5. Install supplementary framing, blocking and bracing at terminations in the work and for support of fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, and similar construction to comply with details indicated and with recommendations of gypsum board manufacturer, or if none available, with "Gypsum Construction Handbook" published by United States Gypsum Co.
 6. Isolate steel framing from building structure to prevent transfer of loading imposed by structural movement, at locations indicated below to comply with details shown on Drawings:
 - a. Where edges of suspended ceilings abut building structure horizontally at ceiling perimeters or penetrations of structural elements.
 - b. Where partitions and wall framing abuts overhead structure. Provide slip or cushioned type joints as detailed to attain lateral support and avoid axial loading.
 7. Do not bridge building expansion and control joints with steel framing or furring members; independently frame both sides of joints with framing or furring members or as indicated.
- B. Framing:
1. Wall systems:
 - a. Erect non-load-bearing partitions with wood studs. Space studs at 16" o.c. and interconnect end studs in adjoining partitions with screws at 24" o.c.
 - b. Secure floor and ceiling runners to structure at 24" o.c. maximum.
 - c. Studs shall be installed in continuous lengths with no splicing in lengths up to 16' for 3-5/8" studs and 16' for 6" studs.
 2. Framed openings:
 - a. Ceiling openings: Install auxiliary framing at termination of drywall work, and at openings for light fixtures, air supply exhaust, access panels and similar work, as required for support of both the drywall construction and other work indicated for support thereon. Intermediate structural members, although not a part of the building structural system, shall be provided for attachment and suspension of support members.
 - b. Wall openings: Provide frames for openings required for doors, pass-throughs, access panels, fire dampers, ducts, cable trays and similar work. Install runner channel section cut 24" longer than rough-opening above and below framed opening. Bend, nest and secure runner ends to studs. Prepared openings above ceilings in fire-rated work shall conform to SMACNA and UL requirements.
 - (1) Space jack studs same as partition studs and screw to runner tracks above and below.
 - (2) Install two (2) studs at each jamb of each opening over 2'-0" wide.
- C. Wallboard:
1. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and end with not more than 1/16" open space between boards. Do not place tapered edges against cut edges or ends.
 2. Ceilings - single ply: Apply wallboard with long dimension at right angles to framing.
 3. Walls - single ply: Apply wallboard with long dimension at right angles to furring or framing, unless ceiling height is greater than 8'-2".
 - a. When installing wallboard horizontally attach upper wallboard first.
 - b. Stagger end joints to occur on different framing members on opposite sides of partition.
 4. Walls - two ply: Apply first ply so that a minimum of end joints and least amount of joint treatment occur in finish ply. Bond second ply with adhesive recommended by manufacturer.

5. Attachment:

- a. Fastening shall conform to ANSI A97.1.
- b. Use only screw fasteners.
- c. Space screws 12" o.c. along ends and edges and field of wallboard at walls and ceilings.
- d. Drive screws with positive clutch electric screwdriver.

D. Spot grout hollow metal door frames for solid core wood doors, hollow metal doors and doors over 32 inches wide. Apply spot grout at each jamb anchor clip just before inserting board into frame.

E. Where feasible, install accessories using the same fasteners to anchor flanges as required to fasten gypsum board to the supports. Otherwise, fasten flanges to comply with manufacturer's recommendations.

F. Control Joints:

1. Locate wall control joints at approximately 20' on centers. Do not locate wall control joints within 8" of a corner or opening.
2. Locate control joints at each jamb of every door on both sides of the partition. Extend joint from door head to top of the partition.
3. Door jamb control joints may serve as the required wall control joints if it lies within the approximately 20' spacing as described above.

G. Taping and Finishing Joints:

1. Taping and embedding joints:
 - a. Apply compound in thin uniform layer to joints and angles to be reinforced.
 - b. Apply reinforcing tape immediately.
 - c. Center tape over joint, and seat tape into compound.
 - d. Leave approximately 1/64 in. to 1/32 in. compound under tape to provide bond.
 - e. Apply skim coat immediately following tape embedment but not to function as fill or second coat.
 - f. Fold tape and embed in angles to provide true angle.
 - g. Dry embedding coat prior to application of fill coat.
2. Filling:
 - a. Apply joint compound over embedding coat.
 - b. Fill taper flush with surface.
 - c. Apply fill coat to cover tape.
 - d. Feather out fill coat 2 inches beyond tape and previous joint compound line.
 - e. Joints with no taper: Feather out at least 4 in. on either side of tape.
 - f. Do not apply fill coat on interior angles.
 - g. Allow fill coat to dry prior to application of finish coat.
3. Finishing:
 - a. Spread joint compound evenly over and 2 inches beyond fill coat on all joints.
 - b. Feather to smooth, uniform finish.
 - c. Apply finish coat to taped angles to cover tape and taping compound.
 - d. Sand final application of compound to provide surface ready for decoration.

H. Filling and finishing depressions:

1. Apply joint compound as first coat to fastener depressions.
2. Apply at least two additional coats of compound after first coat is dry.

3. Leave filled and finished depressions level with plane of surface.

I. Finishing Beads and Trim:

1. First fill coat:
 - a. Apply joint compound to bead and trim.
 - b. Feather out from ground to plane of the surface.
 - c. Dry compound prior to application of second fill coat.
2. Second fill coat:
 - a. Apply joint compound in same manner as first fill coat.
 - b. Extend beyond first coat onto face of wallboard.
 - c. Dry compound prior to application of finish coat.
3. Finish coat:
 - a. Apply joint compound to bead and trim.
 - b. Extend beyond second fill coat.
 - c. Feather finish coat from ground to plane of surface.

J. Drywall Textures:

1. Surface Preparation and Primer: Prepare and prime drywall and other surfaces in accordance with texture finish manufacturer's instructions. Apply primer to all surfaces to achieve texture finish.
 - a. Primer shall be Glidden Y-5700 or approved equal.
2. Texture Application: Mix and apply texture to drywall in accordance with manufacturer's instructions to produce a uniform texture without starved spots or other evidence of thin application, and free of application patterns.
3. Remove any texture droppings or overspray from door frames, windows and other adjoining work.

3.3 REPAIR AND PROTECTION

A. Screw Pop:

1. Repair screw pop by driving new screw approximately 1-1/2" from screw pop and reseal screw.
2. When face paper is punctured drive new screw approximately 1-1/2" from defective fastening and remove defective fastening.
3. Fill damaged surface with compound.

B. Ridging:

1. Do not repair ridging until condition has fully developed: approximately six months after installation or one heating season.
2. Sand ridges to reinforcing tape without cutting through tape.
3. Fill concave areas on both sides of ridge with topping compound.
4. After fill is dry, blend in topping compound over repaired area.

C. Fill cracks with compound and finish smooth and flush.

D. Provide protection and maintain conditions in a manner which ensures gypsum wallboard construction being without damage or deterioration at time of Substantial Completion.

09900 PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes surface preparation, painting, and finishing of exposed interior and exterior items and surfaces.
 - 1. Surface preparation, priming, and finish coats specified in this section are in addition to shop priming and surface treatment specified under other sections.
- B. Paint exposed surfaces whether or not colors are designated in “schedules,” except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, the Architect will select from standard colors or finishes available.
 - 1. Painting includes field painting exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron work, and primed metal surfaces of mechanical and electrical equipment.

1.2 DEFINITIONS

- A. “Paint” includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.

1.3 SUBMITTALS

- A. Product Data: Manufacturer’s technical information, label analysis, and application instructions for each material proposed for use.
 - 1. List each material and cross-reference the specific coating and finish system and application. Identify each material by the manufacturer’s catalog number and general classification.
- B. Samples for initial color selection in the form of manufacturer’s color charts.
 - 1. After color selection, the Architect will furnish color chips for surfaces to be coated.
- C. Samples for verification purposes: Provide samples of selected color and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate. Define each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.
 - 1. Provide a list of material and application for each coat of each sample. Label each sample as to location and application.

2. Submit samples on the following substrates for the Architect's review of color and texture only:
 - a. Concrete: Provide two 4inchsquare samples for each color and finish.
 - b. Stained or Natural Wood: Provide two 4 by 8 inch samples of natural and stained wood finish on actual wood surfaces.

1.4 QUALITY ASSURANCE

- A. Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label.
 1. Product name or title of material.
 2. Product description (generic classification or binder type).
 3. Federal Specification number, if applicable.
 4. Manufacture's stock number and date of manufacturing.
 5. Contents by volume, for pigment and vehicle constituents.
 6. Thinning instructions.
 7. Application instructions.
 8. Color name and number.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.6 JOB CONDITIONS

- A. Apply water based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 deg F and 90 deg F.
- B. Apply solvent thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 deg F and 95 deg F.

- C. Do not apply paint in snow, rain, fog, or mist, when the relative humidity exceeds 85 percent, at temperatures less than 5 deg F above the dew point, or to damp or wet surfaces.
- 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide products of one of the following or equal:
 - 1. The Sherwin-Williams Company (S-W)
 - 2. PPG Industries, Pittsburgh Paints (Pittsburgh)
 - 3. Pratt and Lambert (P&L)

2.2 PAINTING SYSTEMS

- A. Exterior Metal:
 - Surfaces - Exterior steel, iron and galvanized items such as roof top equipment, metal frames, for exterior doors, exterior hollow metal doors, uninsulated piping systems, and other exterior ferrous metal not otherwise specified.
 - Primer for Bare Steel & Iron - Red Metal Primer
 - Primer for Galvanized Metal - Galvanized Metal Primer
 - Finish - Exterior Alkyd Enamel (2 coats)
- B. Interior Wood: (Semi-gloss finish)
 - Surfaces - Closet and storage shelving
 - Primer - Alkyd enamel undercoater
 - Finish - Interior Latex Enamel (2 coats)
- C. Interior Wood: (Varnish Finish)
 - Surfaces - Millwork, doors and trim
 - Finish - Satin wood varnish systems (3 coats)
 - Stain as selected by Architect
- D. Gypsum Board: (Flat Latex)
 - Surfaces - Ceilings
 - Primer - 1 coat mixture Sherwin-Williams 1 gal.
Promar filler to 1 gal. Promar latex flat wall paint

Finish - 2 coats Promar latex flat wall paint

E. Gypsum Board: (Semi-gloss)

Surfaces - Walls

Spot prime cemented and taped joints with Promar latex wall primer and

Primer - 1 coat Sherwin-Williams Promar latex wall paint

Finish - Sherwin-Williams Promar Alkyd Semi-Gloss Enamel

F. Gypsum Board: (Epoxy)

Surfaces - Walls and Ceilings

Spot prime cemented and taped joints with Promar latex wall primer and

Primer - 1 coat Sherwin-Williams Promar latex wall paint

Finish - 2 coats Sherwin-Williams water based epoxy B70W Series

G. Interior Metal:

Surfaces - Metal Doors and frames; Grilles, Registers

Spot prime cemented and taped joints with Promar latex wall primer and

Primer for Bare Steel & Iron -Red Metal Primer

Primer for Galvanized Metal - Galvanized Metal Primer

Finish - Egg Shell Alkyd System (2 coats)

H. Interior Concrete: (Epoxy)

Surfaces - Walls

Primer - 1 coat Sherwin-Williams PrepRite Masonry Primer

Finish - 2 coats Tile - Promar 200 interior Alkyd Gloss

Surfaces - Floors (Existing)

Etching - H&C Etching Solutions

Finish - 2 coats Sherwin Williams Porch and Floor Enamel (Water-Based)

I. Interior Masonry Blocks: (Semi-gloss)

Surfaces - Walls

Primer - 1 coat Sherwin-Williams Promar Block Filler

Finish - 2 coats Sherwin-Williams Promar 200

J. Exterior Wood

Surfaces - Walls and Soffits

Primer - 1 coat Sherwin-Williams Woodscapes Exterior Acrylic Solid Color House Stain

Finish - 1 coats Sherwin-Williams Woodscapes Exterior Acrylic Solid Color House Stain

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions under which painting will be performed for compliance with requirements for application of paint. Do not begin paint application until unsatisfactory conditions have been corrected.
 - 1. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

3.2 PREPARATION

- A. General Procedures: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items in place that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items if necessary for complete painting of the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
 - 1. Clean surfaces before applying paint or surface treatments. Remove oil and grease prior to cleaning. Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- B. Surface Preparation: Clean and prepare surfaces to be painted in accordance with the manufacturer's instructions for each particular substrate condition and as specified.
 - 1. Provide barrier coats over incompatible primers or remove and reprime. Notify Architect in writing of problems anticipated with using the specified finish coat material with substrates primed by others.
 - 2. Cementitious Materials: Prepare concrete, concrete masonry block surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
 - a. Clean concrete floors to be painted with a 5 percent solution of muriatic acid or other etching cleaner. Flush the floor with clean water to remove acid, neutralize with ammonia, and rinse; allow to dry and vacuum before painting.
 - 3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
 - a. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer before application of primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.

- b. Prime, stain, or seal wood to be painted immediately upon delivery. Prime edges, ends, faces, undersides, and backsides of wood, including cabinets, counters, cases, and paneling.
 - c. When transparent finish is required, back prime with spar varnish.
 - d. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately upon delivery.
- 4. Ferrous Metals: Clean no galvanized ferrous metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council.
- C. Materials Preparation: Carefully mix and prepare paint materials in accordance with manufacturer's directions.
 - 1. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
 - 2. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
 - 3. Use only thinners approved by the paint manufacturer, and only within recommended limits.
- D. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

- A. Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
- C. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
- D. Minimum Coating Thickness: Apply materials at not less than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire system as recommended by the manufacturer.
- E. Prime Coats: Before application of finish coats, apply a prime coat of material as recommended by the manufacturer to material that is required to be painted or finished and has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed

areas in first coat appears, to assure a finish coat with no burn through or other defects due to insufficient sealing.

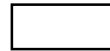
- F. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.
- G. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- H. Transparent (Clear) Finishes: Use multiple coats to produce a glass smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.
 - 1. Provide satin finish for final coats.
- I. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.

3.4 CLEANING

- A. Cleanup: At the end of each work day, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
- B. Upon completion of painting, clean glass and paint spattered surfaces. Remove spattered paint by washing and scraping, using care not to scratch or damage adjacent finished surfaces.

3.5 PROTECTION

- A. Protect work of other trades, whether to be painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
- B. Provide “wet paint” signs to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.
 - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.



H600 SERIES(AW50)
DIRECT SET
3 1/4" FRAME DEPTH

FEATURES

1.) Available Configurations

- Direct Set
- Wire frame capabilities

2.) Main frame / Sash

- Thermal break is 1/2" wide in all frame rail extrusions.
- Nailing fin(optional)

3.) Commercial Framing System

- 3 1/4" main-frame
- 0.125" wall thickness of interior and exterior walls,
- .094" wall thickness elsewhere.

5.) Performance

- Structural & Thermal (Test reports or thermal simulations available upon request)
- AW80 (reduced test size of 60" x 60")

6.) Glazing

- 1" insulated glass
- Capillary tubes (optional)
- Argon gas
- Wide variety of glazing, tinting and thickness options

7.) Muntin choices

- Internal or simulated divided lites available

8.) Finish

- Baked on powder coat finish meets ANSA/AAMA 2604 specs and is available in 11 standard colors
- 2605 (equal to 70% Kynar) powder coat finish
- Custom painted finish
- Clear and color Anodic finishes available(AAMA 611-98)

10.) Panning & Trim choices

- Wide variety of panning, receptor and trim available

11.) Specialty

- Structural mulls
- Simulated Divided Lites

PERFORMANCE

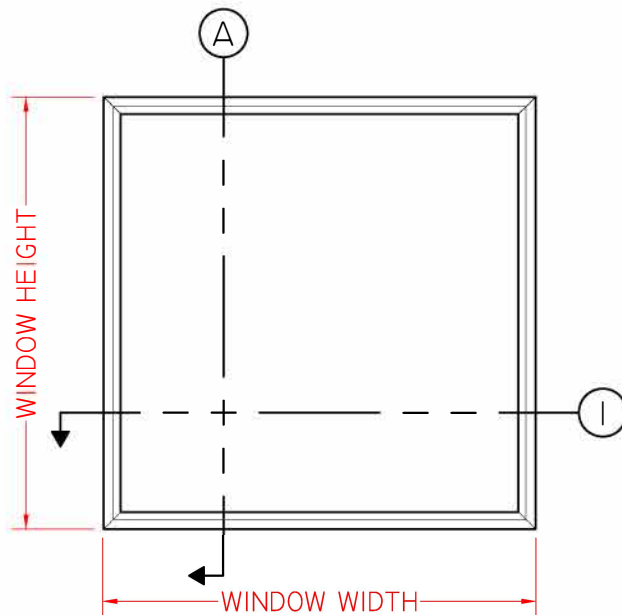
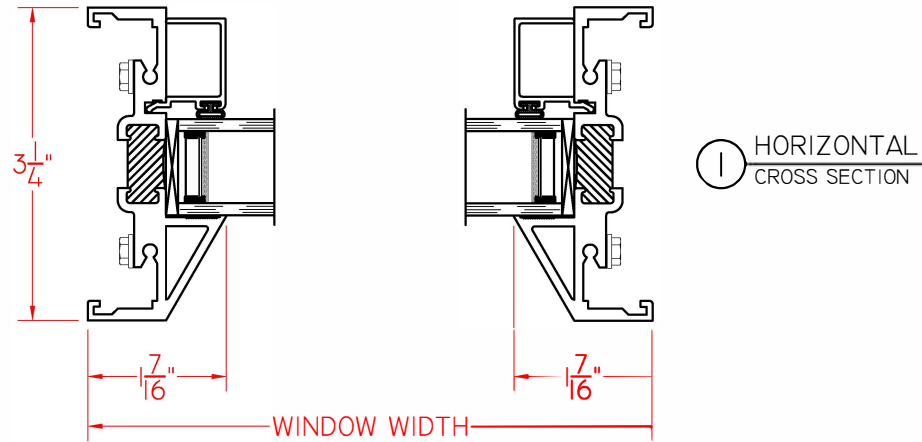
The performance numbers listed below represent independent laboratory test on Quaker Windows at the time of publication. Please contact Quaker Window for the most recent performance data.

Model	AAMA/WDMA/CSA 101/I.S.2/A440-08 AND -11 RATING	Structural Load P.S.F.	Air At 50 MPH (cfm/ft²)	Water (No Penetration) PSF	CR Condensation Resistance	U-value	SHGC
Casement (Project-out)	AW-PG50-FW	75.19	<0.01	10.03	62	0.29	0.33
						W/ Standard Low-E & Argon	
						54	0.24
						W/ Energy Max Low-E & Argon 3/16" panes	0.23

Window test size: 60" X 99"

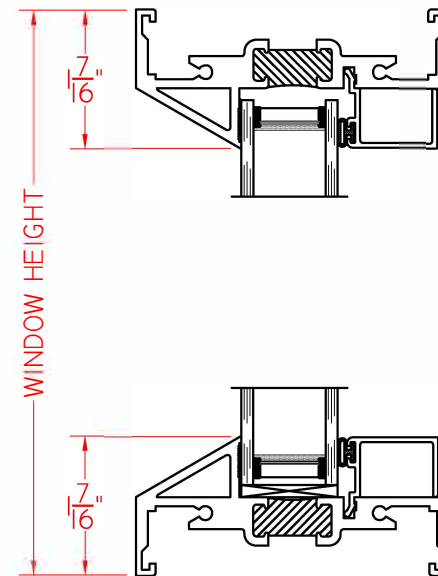


H600 PICTURE WINDOW



ELEVATION SCALE 3/4" = 1'-0"

Ⓐ VERTICAL
CROSS SECTION



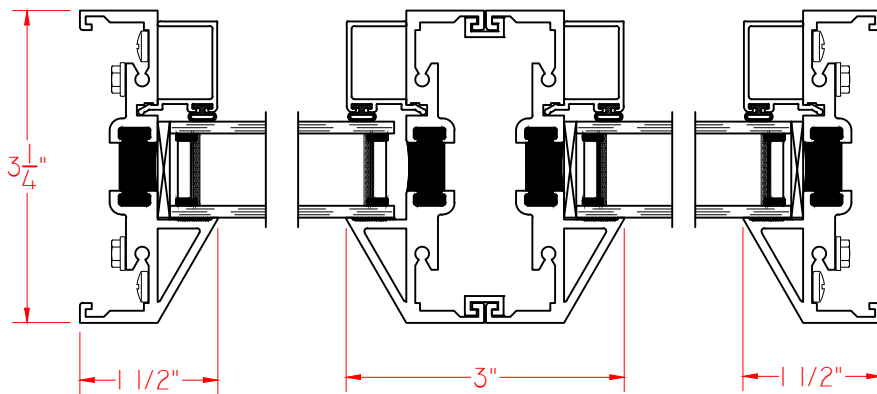


QUAKER
COMMERCIAL WINDOWS AND DOORS

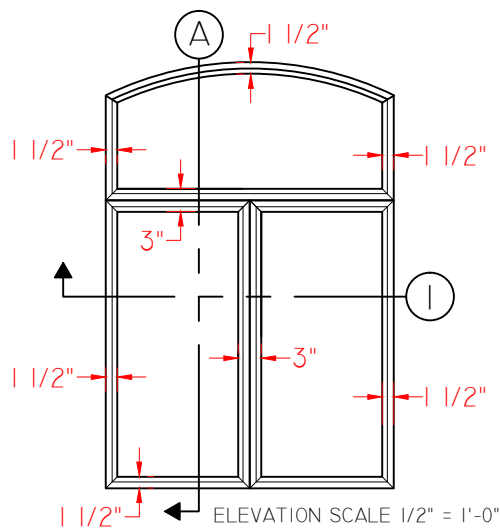
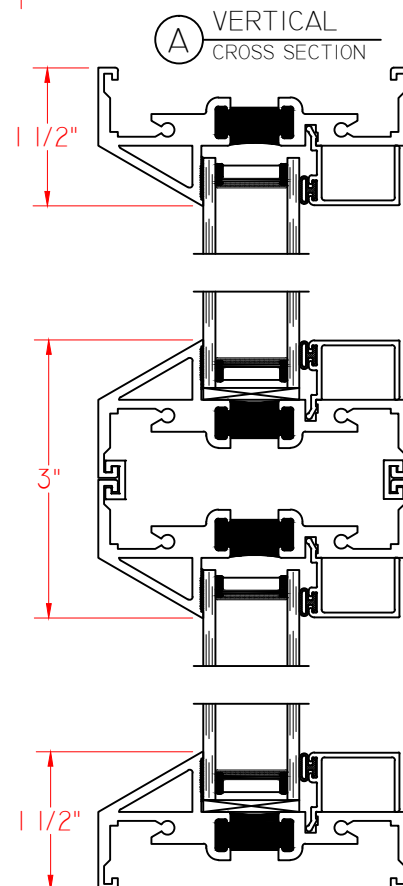


Historical
SERIES

H600 Direct Set Picture



① HORIZONTAL
CROSS SECTION



ELEVATION SCALE 1/2" = 1'-0"

FAYETTEVILLE CITY HALL



PERMITS & APPLICABLE CODES

All construction and methods will meet standard acceptable practice and comply to all applicable ordinances and restrictions adopted by the City of Fayetteville, Arkansas, and the Arkansas State Fire Prevention Code.

GENERAL NOTES

- Contractor shall verify all dimensions and conditions prior at the job site prior to commencing construction. Discrepancies shall be brought to the attention of the architect before proceeding with the work.
- Contractor shall obtain the latest set of drawings, including any revisions, before stating construction.
- No changes or substitutions shall be made without prior written approval of the architect.
- All construction shall meet the requirements of local ordinances, the International Building Code & the International Residential Code, current editions.
- All dimensions must be verified in the field. Any major discrepancies or discrepancies precipitating a material change of the intended design must be brought to the attention of the architect immediately.
- Written dimensions take precedence over scaled dimensions. Do not scale reproductions as it may not accurately reflect the published scale of the drawings.
- This project has been drawn using Autodesk Revit 2016. Precise measurements, not included in the published set, may be obtained by contacting the architect.
- The architect, on behalf of the owner, reserves the right to reject any work that is defective or of poor workmanship or work that deviates from the specifications of these documents.
- Drawings are to be issued to subcontractors in complete sets so that all architectural details affect their work is included.
- The architect reserves the right to check and approve all shop drawings and does not accept any responsibility for the interpretation of these plans by others.
- Shop drawings of all specialty items including, but not limited to, cabinetry, steelwork, etc. shall be submitted to the architect for approval prior to fabricating these items.
- All sections and details shall be considered typical and apply for the same and similar situations throughout the building, unless otherwise noted.
- Should the contractor or subcontractor require details not provided in these documents, the architect should be contacted immediately. The architect will provide clarification in written or graphic form as necessary.

"I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY ME, OR UNDER MY SUPERVISION. I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THESE PLANS AND SPECIFICATIONS ARE AS REQUIRED BY LAW AND IN COMPLIANCE WITH THE ARKANSAS FIRE PREVENTION CODE FOR THE STATE OF ARKANSAS 2012 EDITION."

TIM MADDOX

SHEET INDEX

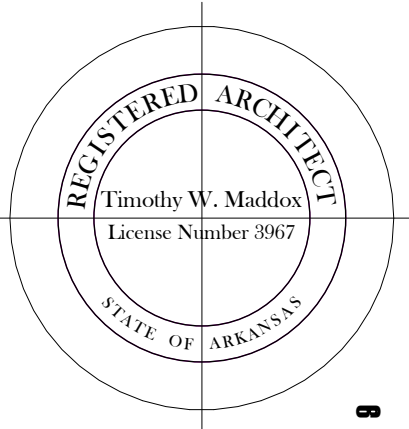
1.0 COVER SHEET
a2.1 EXTERIOR ELEVATIONS
a2.2 WINDOW SCHEDULES

MATERIAL LEGEND

- | | |
|--|----------------------------|
| | FACEBRICK |
| | MASONRY BLOCK |
| | PLYWOOD |
| | WOOD (FINISH OR STUD WALL) |
| | WOOD (BLOCKING) |
| | INSULATION (BATT) |
| | INSULATION (RIGID) |
| | GYP. BOARD OR PLASTER |
| | METAL |
| | METAL STUDS |
| | CONCRETE |

SYMBOL LEGEND

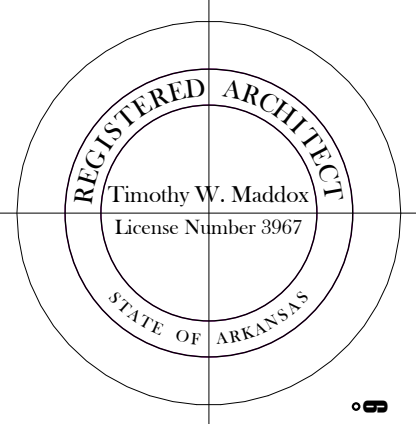
- | | | | |
|--|----------------|--|---------|
| | SECTION | | SECTION |
| | WALL ELEVATION | | |
| | DOOR TAG | | |
| | WINDOW TAG | | |
| | GENERAL NOTE | | |
| | FIXTURE | | |
| | LEVEL CHANGE | | |
| | NORTH ARROW | | |



deMx architecture, p.a.
104 N East Avenue | Fayetteville, Arkansas 72701 | 479.966.4871

Window Replacement
Fayetteville City Hall
113 W Mountain St

1.0

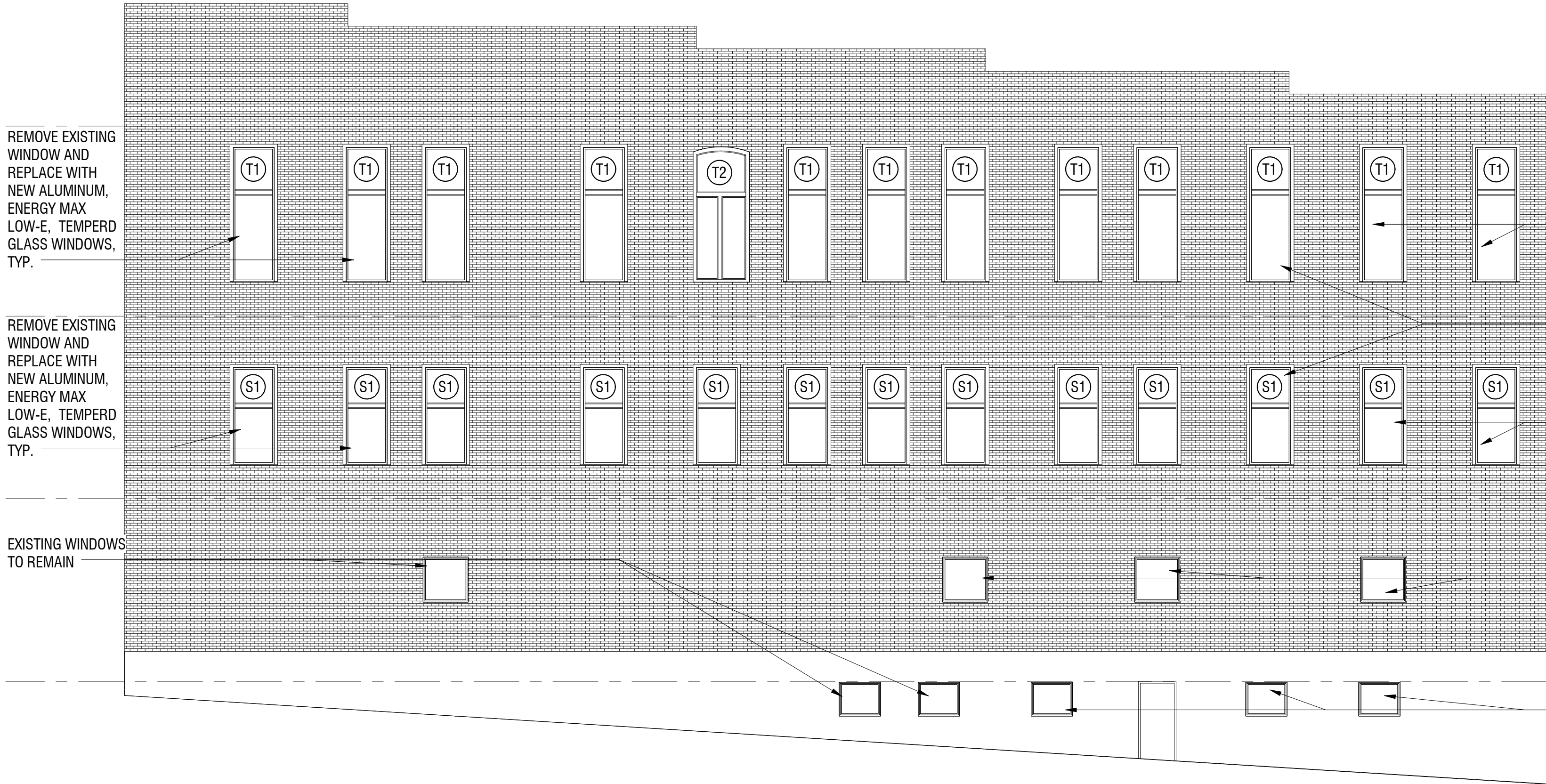


deMx architecture, p.a.
104 N East Avenue | Fayetteville, Arkansas 72701 | 479.966.4871

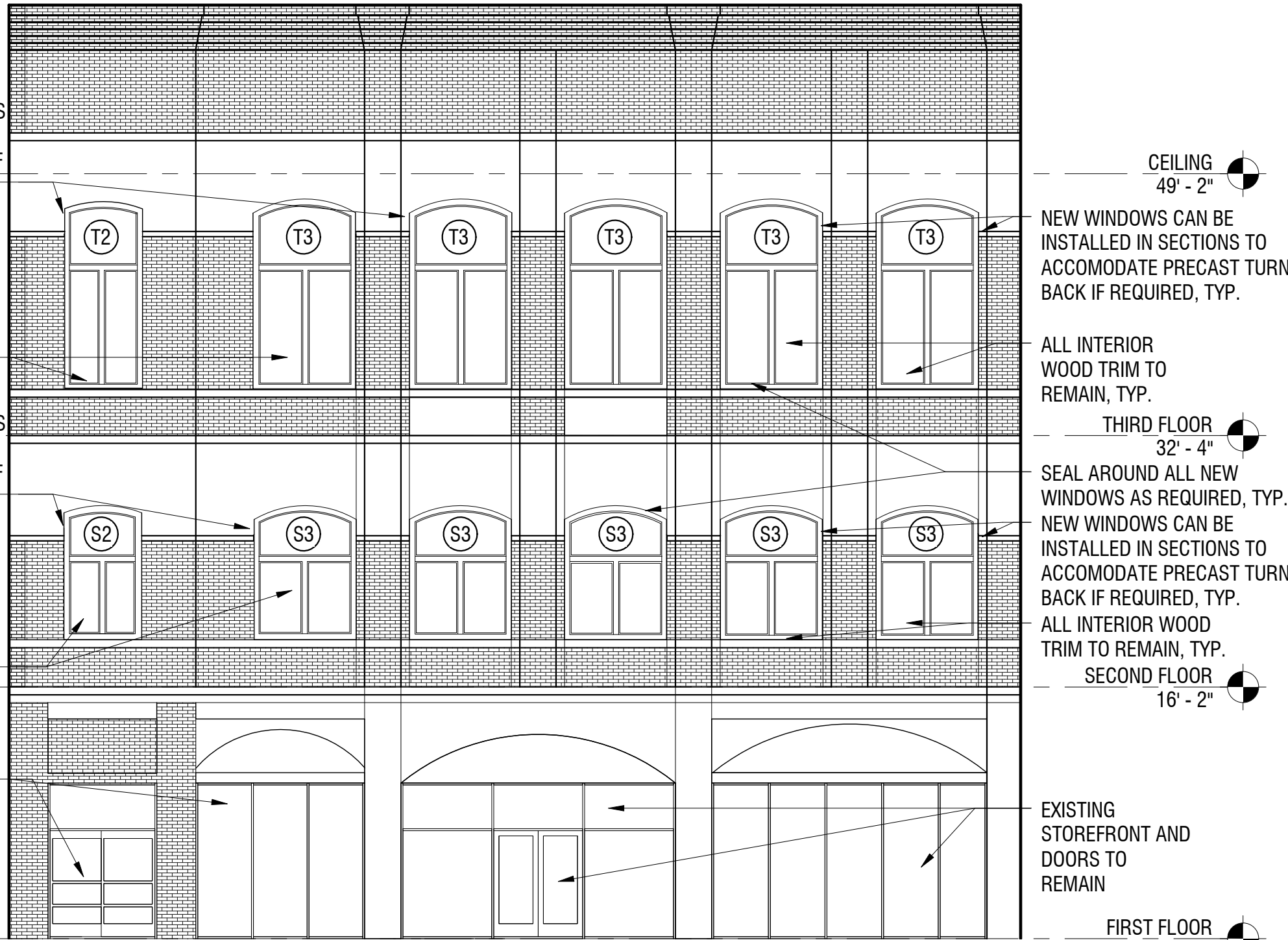
Window Replacement
Fayetteville City Hall
113 W Mountain St

a21

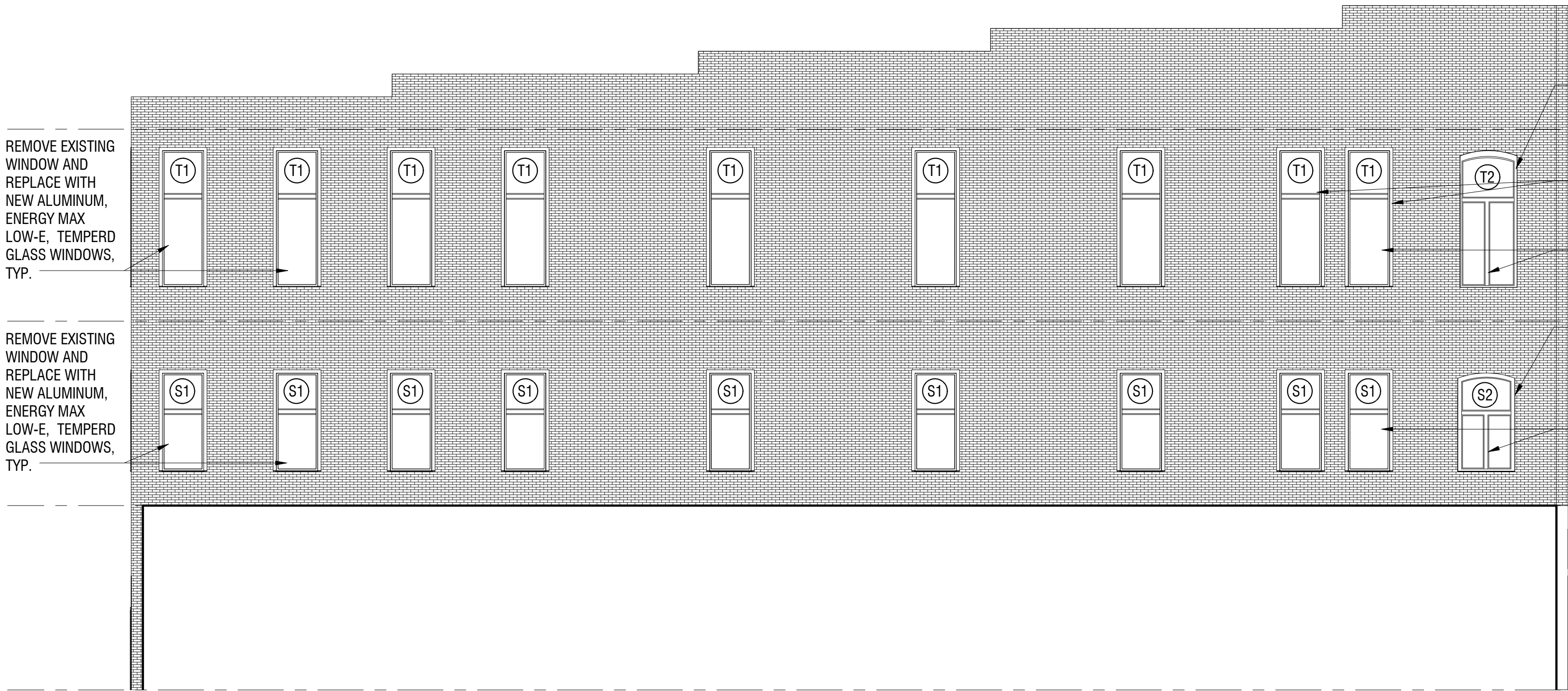
GENERAL NOTES:	
	DESCRIPTION
1	Building to remain in operation during demolition and installation. Contractor to schedule work with Owner's representative.
2	Contractor to coordinate any utility shut offs with Owner's representative.
3	Contractor to coordinate work hours with Owner's representative.
4	Contractor to coordinate all inspections and approvals.
5	All safety rules and regulations to be followed at all times.
6	Contractor to coordinate removal of demolition with Owner's representative.
7	Contractor to restore all insulation, interior and exterior trim, and the like to original condition. Match existing if repair work is needed.



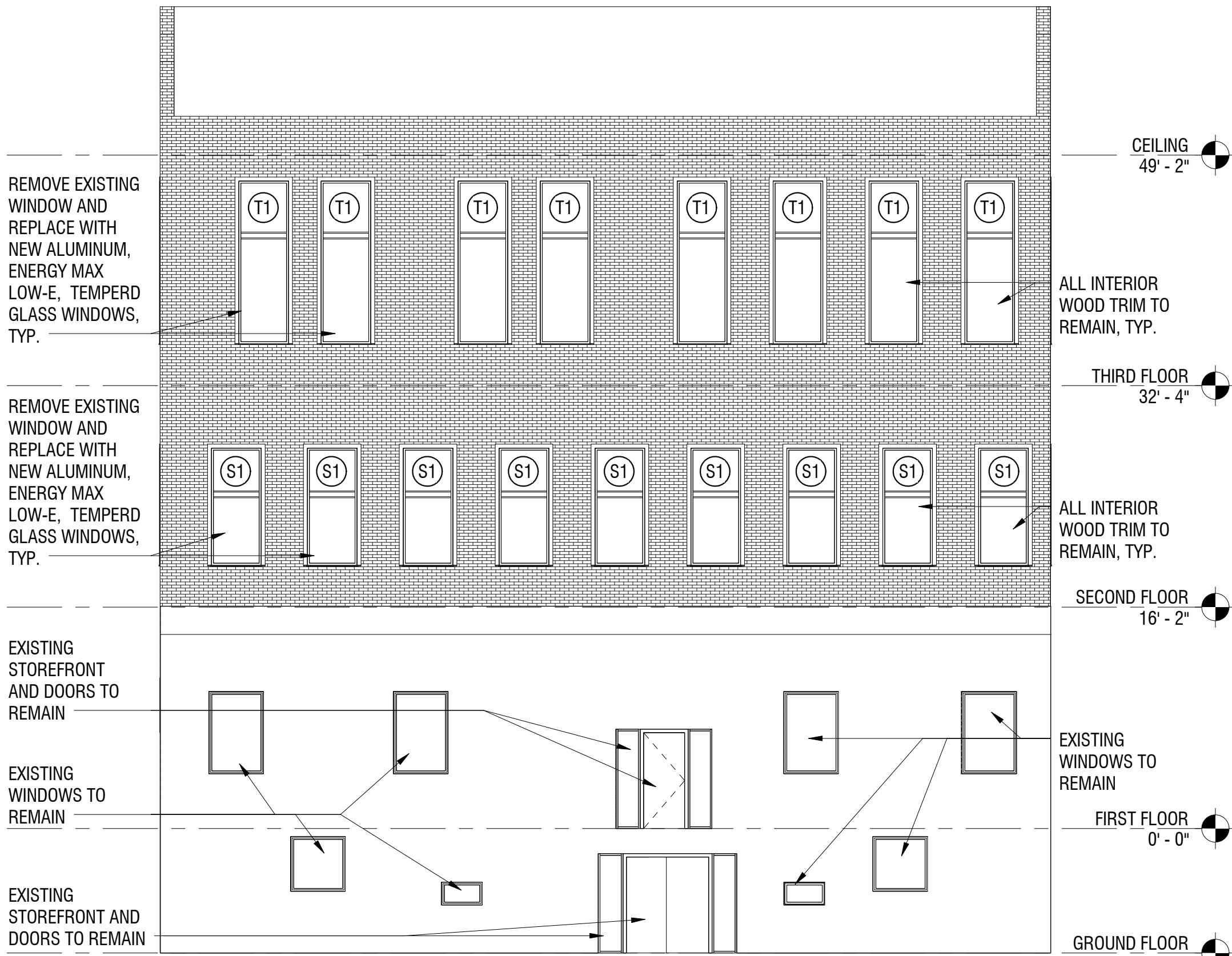
WEST ELEVATION
1/8" = 1'-0"



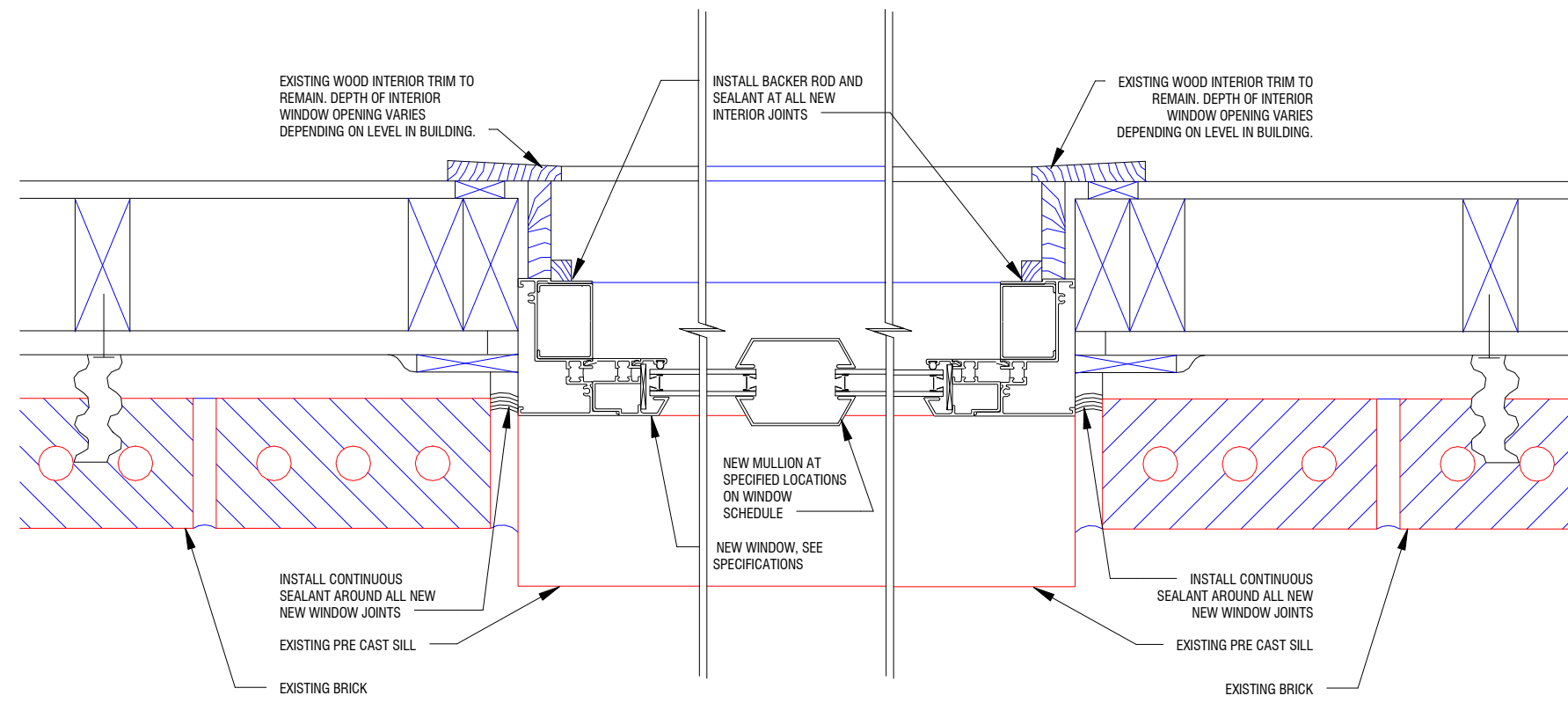
NORTH ELEVATION
1/8" = 1'-0"



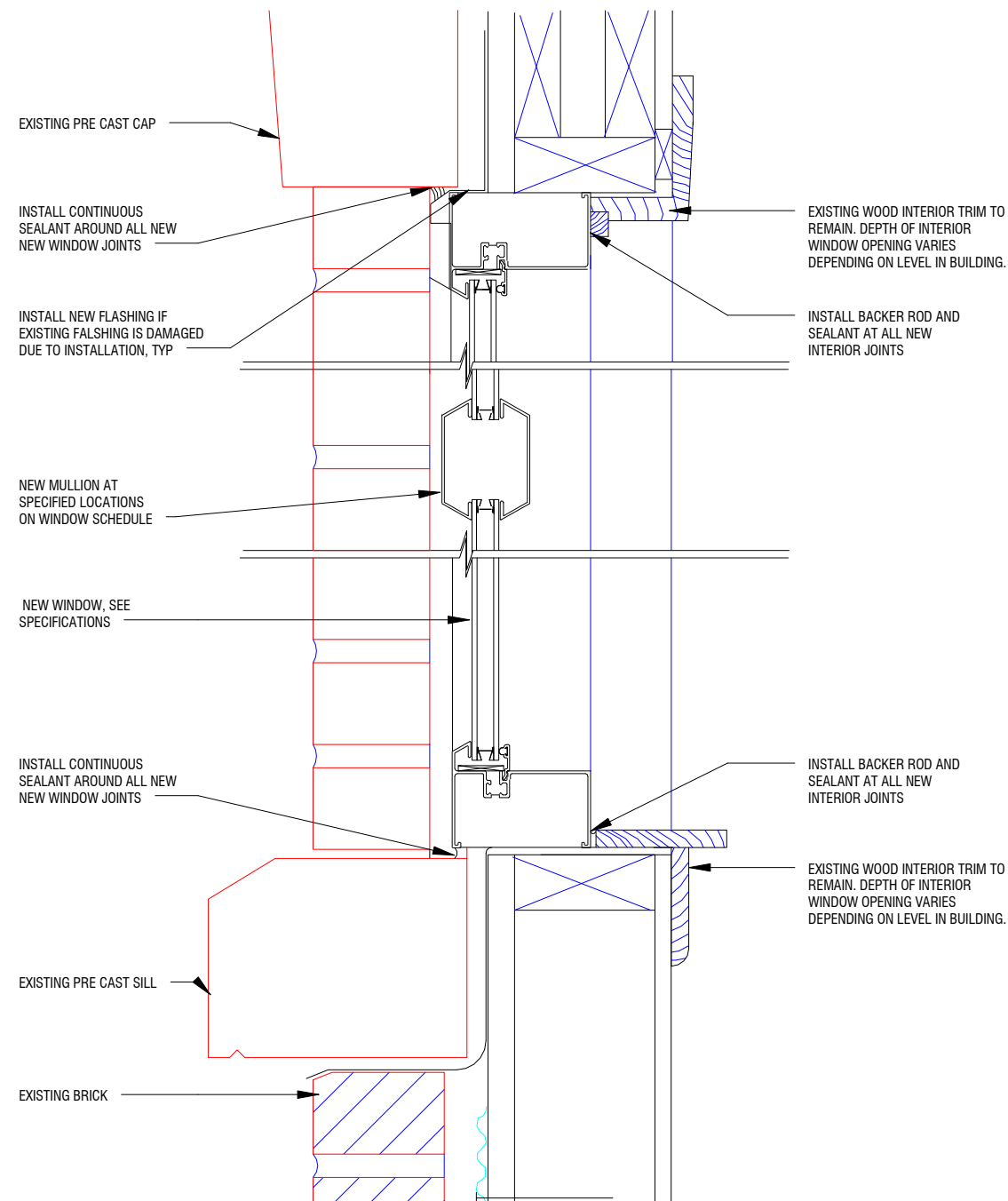
EAST ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"

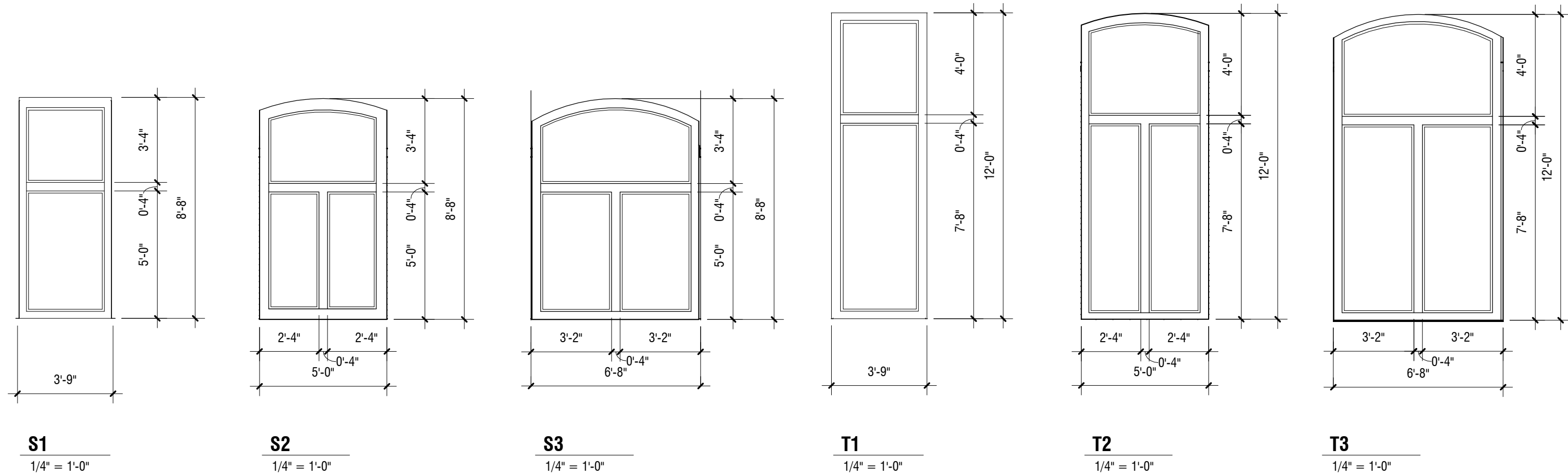


WINDOW CROSS SECTION



WINDOW SECTION
3" = 1'-0"

WINDOW SCHEDULE						REMARKS
MARK	WINDOWS		T	NO.	FRAME TYPE	
	W	H				
S1	3'-9"	8'-8"	3 1/4"	31	ALUMINUM	
S2	5'-0"	8'-8"	3 1/4"	2	ALUMINUM	
S3	6'-8"	8'-8"	3 1/4"	5	ALUMINUM	
T1	3'-9"	12'-0"	3 1/4"	29	ALUMINUM	
T2	5'-0"	12'-0"	3 1/4"	3	ALUMINUM	
T3	6'-8"	12'-0"	3 1/4"	5	ALUMINUM	
SCHEDULE NOTES: ALL WINDOWS ARE FIXED WITH CUSTOM SDLS WITH ENERGY MAX LOW-E, TEMPERED GLASS, COLOR: TOFFEE						



Feild verify all dimensions for actual opening size

Bid 17-61, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Thursday August 24, 2017

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: Bid 17-61, Construction – City Hall Window Replacement Rebid

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. Updated list for Pre-Approved Manufacturers of windows (Page 39 of Bid 17-44, PROJECT MANUAL):
 - a. Quaker H600 series with tempered, Argon filled, energy max Low-E glazing
 - b. Kawneer TR7100 with tempered, argon filled, Low E Glazing (bronze).
2. For Bidding Purposes, assume the roof on the east side of City Hall will support scaffolding. After the bid the City will provide an engineer review of the structure.
3. The following answers were given during the pre-bid meeting:
 - a. Bids submitted with exceptions will be rejected.
 - b. 65 days of installation will be allowed.
 - c. Tentative Timeline is below. It is the City's intention to obtain a signed contract the day of the bid opening.
 - i. **ANTICIPATED PROJECT TIMELINE:** Subject to change

Date	Time	Description
Friday, September 01, 2017	Before 2:00 PM, local time	Bid Deadline
Friday, September 01, 2017	4:00 PM	Deadline for of contract, City Clerk deadline for City Council Meeting
Tuesday September 12, 2017	4:30 PM	City Council Agenda Session Meeting for 09/19/17
Tuesday, September 19, 2017	5:30 PM	City Council Meeting to consider contract for approval
Week of September 25th, 2017	TBD	Windows ordered
Week of December 4th, 2017	TBD	Windows arrive, approved, and 65 Day Installation time begins.

4. The City held a non-mandatory pre-bid meeting held at the City on Monday August 21, 2017. Attached is the sign-in sheet for those who attended.



City of Fayetteville, Arkansas
Attendance Sheet

BID/RFP/RFQ #: Bid 17-61

Description: City Hall window Replacement Rebid

Function (circle one) : Bid Opening, Selection Committee Meeting Pre-Bid, Interview

Date: 08 / 21 / 2017 Time: 2:00 PM

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	Les McGough	City of Fayetteville	Purch Agent	575-2220	lmcgough@
2	Sarah McGough	denX	architect	966 4871	sarah@denxarch.com
3	JEREMY BEWERS	EAST HARPING	A.M	479-267-6485	JBewers@EastHarping
4	Wade Abernathy	CoF	Facilities Director	575-2361	wabernathy@fayetteville-ar.gov
5					
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20					



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0506

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 1

ENERGY ASSESSMENT GRANT ACCEPTANCE:

A RESOLUTION TO AUTHORIZE THE MAYOR TO SIGN A GRANT OFFER ACCEPTING A 90/10 MATCHING GRANT FROM THE FEDERAL AVIATION ADMINISTRATION IN THE AMOUNT OF \$25,740.00 FOR AN AIRPORT ENERGY EFFICIENCY ASSESSMENT, TO AUTHORIZE THE CITY ATTORNEY TO CERTIFY THE GRANT AGREEMENT, AND TO APPROVE A BUDGET ADJUSTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to execute a grant offer accepting a 90/10 matching grant from the Federal Aviation Administration in the amount of \$25,740.00 for an airport energy efficiency assessment, and further authorizes the City Attorney to certify the grant agreement.

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

2017-0506

Legistar File ID

9/19/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Terry Gulley

9/12/2017

Aviation /
Transportation Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff requests approval for the Aviation Division to accept a grant offer from the FAA in the amount of \$25,740 for an Energy Assessment Project and to approve a budget adjustment.

Budget Impact:

5550.760.3940-5314.00

Airport

Account Number

Fund

31706.1701

Airport Energy Assessment

Project Number

Project Title

Budgeted Item? NA

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? NA

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment

\$ 25,740.00

Remaining Budget

\$ 25,740.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: Two signed original copies of this council item are being requested for the FAA.



MEETING OF SEPTEMBER 19, 2017

TO: Mayor Lioneld Jordan
Fayetteville City Council

THRU: Don Marr, Chief of Staff

FROM: Terry Gulley, Transportation Services Director

DATE: September 12, 2017

SUBJECT: Energy Assessment Grant Acceptance

RECOMMENDATION:

Staff requests approval to accept a grant offer from the FAA in the amount of \$25,740 for an Energy Assessment Project. Signature of the Mayor and City Attorney is required. Due to the quick turnaround required by the FAA for grant acceptance, this item is requested to be walked on at the September 12, 2017 City Council Agenda Session.

BACKGROUND:

The airport recently attended an FAA conference and learned about a new FAA grant program for energy efficient projects. Airport staff immediately followed up with FAA personnel to determine the eligibility for grant funds. In early 2017, the Airport worked with facilities and sustainability staff to submit proposed energy efficient projects to the FAA. The FAA has since requested that the airport pursue a grant in FY 2017 for an energy assessment study with the goal of identifying energy efficient projects at the airport. *Once the assessment is complete, the Airport will be able to apply for grant funds in FY 2018 to the costs associated with completing specific energy efficient projects.

DISCUSSION:

All costs associated with the energy assessment project will be included in the FAA grant application. The airport staff, facilities staff, and sustainability staff will review the energy assessment report and proposed energy efficiency projects before submission to the FAA. Below is a summary of the costs and funding breakdown for the proposed grant.

BUDGET/STAFF IMPACT:

FAA Energy Efficiency Grant

Energy Assessment:	\$27,600.00	FAA:	\$25,740.00
Administration and Other Costs:	\$1,000.00	ADA:	\$2,860.00*
TOTAL:	\$28,600.00	City:	\$0.00
		TOTAL:	\$28,600.00

ATTACHMENTS:

Staff Review Form, City Council Memo, FAA Grant Acceptance



U.S. Department
of Transportation
**Federal Aviation
Administration**

Airports Division
Southwest Region
Arkansas, Oklahoma

FAA ASW-630
10101 Hillwood Parkway
Fort Worth, TX 76177

SEP 07 2017

ORIGINAL

RECEIVED

SEP 8 2017

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

Honorable Lioneld Jordan
Mayor of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Dear Mayor Jordan:

We are enclosing the original and one copy of the Grant Offer for Airport Improvement Program (AIP) Project No. 3-05-0020-045-2017 at Drake Field in Fayetteville, Arkansas. This letter outlines expectations for success. Please read the conditions and assurances carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **09/15/2017**, in order for the grant to be valid. The date of the attorney's signature must be on or after the date of the sponsor's authorized representative's signature.
- c. You may not make any modification to the text, terms or conditions of the grant offer.
- d. After you properly execute the grant agreement:
 - Return the executed Grant Agreement marked "Original" to our office via US mail or commercial courier.
 - Retain the copy marked "Sponsor" for your records.
- e. Because time is now critical for entering the executed grant into the FAA system, we request you send a copy of the signed agreement to our office by facsimile or email (pdf document) prior to sending the hardcopy document through U.S. mail or commercial courier.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

The terms and conditions of this agreement require you to complete the project without undue delay. We will be monitoring your progress to ensure proper stewardship of these Federal funds. **You are expected to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress.** Should you fail to make draws on a regular basis, your grant may be placed in "inactive" status which will impact future grant offers.

Until the grant is completed and closed, you are responsible for submitting the following reports:

- A signed/dated SF-270, Request for Advance or Reimbursement, due 90 days after the end of each federal fiscal year in which this grant is open.
- A signed/dated SF 425, Federal Financial Report, due 90 days after the end of each federal fiscal year in which this grant is open.
- A quarterly performance report at end of each fiscal quarter until the planning project is completed.
- Attach an invoice summary with each electronic grant payment request submitted in Delphi eInvoicing. Guidance and examples can be found in the AIP Grant Payment and Sponsor Financial Reporting Policy (http://www.faa.gov/airports/aip/grant_payments/media/AIP-Grant-Payment-Sponsor-Financial-Reporting-Policy.pdf).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

Once the project is completed and all costs are determined, we ask that you close the project without delay and submit the final closeout report documentation as required by your Region/Airports District Office.

Cynthia Diep, (817) 222-5672, is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,



Glenn A. Boles
Manager, Arkansas/Oklahoma
Airports District Office



U.S. Department
of Transportation
Federal Aviation
Administration

ORIGINAL

GRANT AGREEMENT

PART I –OFFER

Date of Offer

SEP 07 2017

Airport/Planning Area

Drake Field

AIP Grant Number

3-05-0020-045-2017

DUNS Number

134398903

TO: City of Fayetteville

(herein called the "Sponsor")

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated May 30, 2017, for a grant of Federal funds for a project at or associated with the Drake Field Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Drake Field Airport (herein called the "Project") consisting of the following:

Conduct Airport Energy Efficiency Assessment

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer; and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

- 1. Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$25,740. The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum

obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$25,740 for planning

\$0 airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. **Period of Performance.** The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.
3. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
4. **Indirect Costs - Sponsor.** Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before September 15, 2017, or such subsequent date as may be prescribed in writing by the FAA.
9. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

10. United States Not Liable for Damage or Injury. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

11. System for Award Management (SAM) Registration And Universal Identifier.

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-705-5771) or on the web (currently at <http://fedgov.dnb.com/webform>).

12. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. Informal Letter Amendment of AIP Projects. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

14. Air and Water Quality. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.

15. Financial Reporting and Payment Requirements. The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. Buy American. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

17. Maximum Obligation Increase For Nonprimary Airports. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

- A. May not be increased for a planning project;
- B. May be increased by not more than 15 percent for development projects;

- C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

18. Audits for Public Sponsors. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. Provide one copy of the completed audit to the FAA if requested.

19. Suspension or Debarment. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:

- A. Verify the non-federal entity is eligible to participate in this Federal program by:
1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
- B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
- C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

21. AIP Funded Work Included in a PFC Application.

Within 90 days of acceptance of this award, Sponsor must submit to the Federal Aviation Administration an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this grant award. The airport sponsor may not make any expenditure under this award until project work addressed under this award is removed from an approved PFC application by amendment.

22. Exhibit "A" Property Map. The Exhibit "A" Property Map dated 07/01/2011, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

23. Employee Protection from Reprisal.

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
 - i. Gross mismanagement of a Federal grant;
 - ii. Gross waste of Federal funds;
 - iii. An abuse of authority relating to implementation or use of Federal funds;
 - iv. A substantial and specific danger to public health or safety; or
 - v. A violation of law, rule, or regulation related to a Federal grant.
2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Federal office or employee responsible for oversight of a grant program;
 - v. A court or grand jury;
 - vi. A management office of the grantee or subgrantee; or
 - vii. A Federal or State regulatory enforcement agency.
3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
5. Required Actions of the Inspector General – Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

24. Small Airport Fund. The source of this grant may include funding from the Small Airport Fund.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



Glenn A. Boles

**Manager, Arkansas/ Oklahoma
Airports District Office**

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.¹

Executed this _____ day of _____, _____.

City of Fayetteville

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of _____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____, _____.

By:

(Signature of Sponsor's Attorney)

¹Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

FEDERAL LEGISLATION

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.¹
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act – 5 U.S.C. 1501, et seq.²
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.^{1,2}
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).¹
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.¹
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.¹
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.¹
- s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.¹
- t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.¹
- u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.¹
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.²
- y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

- a. Executive Order 11246 - Equal Employment Opportunity¹
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 –Flood Plain Management

- d. Executive Order 12372 - Intergovernmental Review of Federal Programs
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction¹
- f. Executive Order 12898 - Environmental Justice

FEDERAL REGULATIONS

- a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].^{4, 5, 6}
- c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 - Investigative and Enforcement Procedures 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 - Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 - Procedures for predetermination of wage rates.¹
- i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.¹
- j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).¹
- k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).¹
- l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.³
- m. 49 CFR Part 20 - New restrictions on lobbying.
- n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.^{1, 2}
- q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.¹

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 –Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 –Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

FOOTNOTES TO ASSURANCE C.1.

- ¹ These laws do not apply to airport planning sponsors.
- ² These laws do not apply to private sponsors.
- ³ 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- ⁴ On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- ⁵ Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- ⁶ Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
 - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
 - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
 - g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
- 6. Consistency with Local Plans.**
- The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
- 7. Consideration of Local Interest.**
- It has given fair consideration to the interest of communities in or near where the project may be located.
- 8. Consultation with Users.**
- In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
- 9. Public Hearings.**
- In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
- 10. Metropolitan Planning Organization.**
- In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
 - 2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
 - 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
 - 1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
 - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
 - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
 - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
 - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
 - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
 - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
 - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

- a. It will keep up to date at all times an airport layout plan of the airport showing:
 - 1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
 - 2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
 - 3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
 - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
 - 1) **Programs and Activities.** If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
 - 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.
- c. Duration.
- The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:
- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
 - 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:
- "The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
- e. Required Contract Provisions.
- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
 - 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
 - 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
 - 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
 - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

- d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
 - 1) Describes the requests;
 - 2) Provides an explanation as to why the requests could not be accommodated; and
 - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



FAA Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 1/24/2017

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 1	Obstruction Marking and Lighting
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design

NUMBER	TITLE
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16D	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvements of Changes
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation

NUMBER	TITLE
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30H	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures

NUMBER	TITLE
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49C	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13 Change 1	Planning and Design Guidelines for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10G	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1A	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 01/24/2017

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

Application for Federal Assistance SF-424

*** 1. Type of Submission:**

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

*** 2. Type of Application:**

- ☒ New
☐ Continuation
☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

*** 3. Date Received:**

4. Applicant Identifier:

FYV

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

3-05-0020-045-2017

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

*** a. Legal Name:**

City of Fayetteville

*** b. Employer/Taxpayer Identification Number (EIN/TIN):**

71-6018462

*** c. Organizational DUNS:**

1343989030000

d. Address:

*** Street1:**

4500 S School Avenue

Street2:

Suite F

*** City:**

Fayetteville

County/Parish:

Washington

*** State:**

AR: Arkansas

Province:

*** Country:**

USA: UNITED STATES

*** Zip / Postal Code:**

72701-8016

e. Organizational Unit:

Department Name:

Transportation

Division Name:

Aviation

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

Ms.

*** First Name:**

Summer

Middle Name:

*** Last Name:**

Fallen

Suffix:

Title:

Airport Financial Coordinator

Organizational Affiliation:

City of Fayetteville Aviation Division, Drake Field, KFYV

*** Telephone Number:**

479-719-7642

Fax Number:

479-718-7646

*** Email:**

sfallen@fayetteville-ar.gov

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration (FAA)

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

N/A

* Title:

N/A

13. Competition Identification Number:

N/A

Title:

N/A

14. Areas Affected by Project (Cities, Counties, States, etc.):

Fayetteville, Washington County, Arkansas

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

FYV Energy Assessment

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	25,740.00
* b. Applicant	2,860.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	28,600.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☒ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number:

Fax Number:

* Email:

* Signature of Authorized Representative:

* Date Signed:

Application for Federal Assistance (Planning Projects)

Part II – Project Approval Information

Section A – Statutory Requirements

The term "Sponsor" refers to the applicant name as provided in box 8 of the associated SF-424 form.

Item 1 Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes ☐ No
Item 2 Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes ☐ No ☐ N/A
Item 3 Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes ☐ No ☐ N/A
Item 4 Is the project covered by another Federal assistance program? If yes, please identify other funding sources by the Catalog of Federal Domestic Assistance (CFDA) number. CFDA: _____	☐ Yes ☐ No ☐ N/A
Item 5 Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals? If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply: ☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414 ☐ Negotiated Rate equal to _____ % as approved by _____ (the Cognizant Agency) on _____ (Date) (2 CFR part 200, appendix VII) <i>Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.</i>	☐ Yes ☐ No ☐ N/A

Budget Year	Division	Adjustment Number
2017	AIRPORT SERVICES (760)	
	/Org2	
	Requestor: Dee McCoy	

The FAA has awarded Grant Number 3-05-0020-045-2017 in the amount of \$25,740 for an energy assessement project.

	COUNCIL DATE:	9/19/2017
	LEGISTAR FILE ID#:	2017-0506
	<i>Barbara Fell</i> 9/12/2017 2:47 PM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0487

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 2

RFQ 17-12 CROSSLAND CONSTRUCTION COMPANY, INC.:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY, INC., PURSUANT TO RFQ 17-12, FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION AND RENOVATION PROJECTS, TO APPROVE PHASE ONE PRE-CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$110,000.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,000.00 FOR PHASE ONE

WHEREAS, Fayetteville voters approved the issuance of bonds in the amount of \$26,500,000.00 for the expansion of the Fayetteville Public Library, which will be completed at the same time as the Library's renovation of its existing building; and

WHEREAS, the City will be responsible for paying architectural and construction costs up to \$26,900,000.00, which is the total amount raised from the sale of the bonds, with the Library responsible for the remaining approximately \$23,000,000.00 in costs; and

WHEREAS, the bulk of the cost of this contract will be finalized in a change order establishing a Guaranteed Maximum Price for Phase Two of the project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with Crossland Construction Company, Inc., pursuant to RFQ 17-12, for Construction Manager at Risk services for the Fayetteville Public Library Expansion and Renovation Projects, including approval of Phase One pre-construction services in an amount not to exceed \$110,000.00, and further approves a project contingency in the amount of \$15,000.00 for Phase One.

City of Fayetteville Staff Review Form

2017-0487

Legistar File ID

9/19/2017

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

Paul A. Becker

9/1/2017

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an agreement for Construction Manager at Risk Services, procured thru RFQ 17-12, between the City of Fayetteville, Fayetteville Public Library and Crossland Construction Company Inc., for Phase 1 pre-construction services in a not to exceed amount of \$110,000 and authorizing a project and contract contingency in the amount of \$15,000. At a later date, the City and Library will consider a change order for Phase 2, for construction services which is intended to establish a Guaranteed Maximum Price (GMP) for the expansion of the Library.

Budget Impact:

4150.800.9150-5804.00

Library Construction

Account Number

Fund

17007.1

Fayetteville Public Library Expansion

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 26,905,000.00

Funds Obligated \$ 3,016,685.90

Current Balance \$ 23,888,314.10

Does item have a cost? Yes

Item Cost \$ 125,000.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 23,763,314.10

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 19, 2017

TO: Mayor and City Council

THRU: Don Marr, City of Fayetteville, Chief of Staff
David Johnson, Fayetteville Public Library, Executive Director

FROM: Paul A. Becker, City of Fayetteville, Chief Financial Officer
Stephen Davis, Fayetteville Public Library, Accounting and HR Director

DATE: Friday, September 01, 2017

SUBJECT: **Construction Manager at Risk Services for the Fayetteville Public Library Expansion – Phase 1**

RECOMMENDATION:

Approval of an agreement for Construction Manager at Risk Services, procured thru RFQ 17-12, between the City of Fayetteville, Fayetteville Public Library and Crossland Construction Company Inc., for Phase 1 pre-construction services in an amount not to exceed \$110,000, and authorizing a project and contract contingency in the amount of \$15,000. At a later date, the City and Library will consider a change order for Phase 2, for construction services which is intended to establish a Guaranteed Maximum Price (GMP) for the expansion of the Library.

On Tuesday, August 22, 2017 the Library Board of Trustees passed a resolution authorizing signatures for this agreement.

BACKGROUND:

Fayetteville Public Library began the process of evaluating space needs in late 2012 when it became clear that patron experience was being negatively impacted by increased usage of the Blair Library.

The Fayetteville Public Library Board of Trustees completed a Master Plan in August 2013 indicating City of Fayetteville needed an additional 80,000 square feet of library space to serve the needs of the projected city population in 2030.

Subsequent to the completion of the Master Plan, City Hospital property became available for purchase. That purchase was completed on July 5, 2017.

In April 2016, the Board of Trustees authorized seeking debt service and operations & maintenance millage to fund both the construction and equipping of the proposed new space as well as the funding to operate and maintain the existing and new facilities. Fayetteville voters approved both millage requests in a referendum held August 9, 2016. The referendum authorized \$26.5 million in bonds to be issued for the construction and equipping of an

expanded Fayetteville Public Library. The bonds were sold and generated a project fund of \$26.9 million.

DISCUSSION:

The City of Fayetteville Purchasing Division managed the RFQ process of selecting a construction manager at risk for the Fayetteville Public Library Expansion. The Request for Statements of Qualification (RFQ) was advertised on May 11, 2017 and June 01, 2017 with a response deadline of June 21, 2017. Ten (10) responses were received. Four (4) construction management firms were short listed for interview and the selection committee selected Crossland Construction Company, Inc. to negotiate a construction manager at risk contract for the expansion and renovation project.

The contract was negotiated among three (3) parties: City of Fayetteville, Fayetteville Public Library and Crossland Construction Company, Inc. The City of Fayetteville and Library staff were able to put forth a diligent effort in negotiating the overall fees on the contract, resulting in savings to the overall project budget.

The contract has these signatories because the City of Fayetteville is administering the project fund of \$26.9 million and Fayetteville Public Library will administer the remaining project expenditures of approximately \$23 million for a combined project in excess of \$49 million. The Fayetteville Public Library Foundation has committed to privately raise ±\$23 million.

BUDGET/STAFF IMPACT:

The full financial responsibility for Phase 1, in addition to the requested contingency, is a budgeted expense. The full amount of Phase 1 will be paid by the City using current project bond funds.

ATTACHMENTS:

The contract is composed of the following documents:

- Contract Document
- Appendix A: Scope of Services
- Appendix B: Crossland's Fee Schedule
- Appendix C: City's RFQ 17-12
- Appendix D: Crossland's Response to RFQ 17-12
- Appendix E: Resolution from Library authorizing the contract



THIS AGREEMENT is made this _____ day of _____, 2017, by and between the Fayetteville Public Library as authorized by the Fayetteville Public Library Board of Trustees (herein after called FPL or LIBRARY), Crossland Construction Company, Inc. (construction manager at risk, hereinafter called CMAR, Construction Manager, or CROSSLAND), and City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY).

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

CMAR shall serve as CITY OF FAYETTEVILLE's professional CMAR consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a CMAR registered in the State of Arkansas and licensed by the Arkansas Contractor's Licensing Board.

1. Contracted parties and relationship:

- a. This agreement shall be binding between all parties. Fees for CMAR services shall be provided as identified in appendices.
 - i. CMAR Tax identification number (TIN) 48-0908190
 - ii. CMAR Arkansas Contractor License No. 0019620218
- b. Parties agree to act on the basis of mutual trust, good faith, and fair dealing, and perform in a fiscally responsible and timely manner. Parties shall each endeavor to promote harmony and cooperation among all Project participants.

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

- a. Appendices included under this agreement include the following:
 - i. **Appendix A:** Scope of Services
 - ii. **Appendix B:** CMAR Fee Schedule
 - iii. **Appendix C:** RFQ 17-12, CMAR Services for the Fayetteville Public Library
 - iv. **Appendix D:** Crossland Construction Inc.'s Response to RFQ 17-12
 - v. **Appendix E:** Resolution from the LIBRARY Board of Trustees agreeing to enter into this contract
- b. This agreement may be modified only by a duly executed written instrument signed by the CITY, LIBRARY, and CMAR.
- c. **ORDER OF PRECEDENCE:** In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written

RFQ 17-10, CMAR Services for Fayetteville Public Library Expansion

amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) CMAR's response to RFQ 17-12 (d) City's published RFQ 17-12 and associated Addenda.

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

- a. City of Fayetteville: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
- b. Fayetteville Public Library: Attention: Executive Director, David Johnson, 401 W. Mountain, Fayetteville, AR 72701
- c. Crossland Construction Company, Inc.: Attention: Chris Schnurbusch, 1800 S. 52nd St., Suite 410, Rogers, AR 72758

4. General Provisions:

- i. **ETHICS:** All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Subsubcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.
- ii. When the Construction Documents, Guaranteed Maximum Price (GMP), and other descriptive documents defining the work are complete, they shall be identified and included in this Agreement by mutually agreed upon amendment to this Agreement.
- iii. **Workmanship:** The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.
- iv. **MATERIALS FURNISHED BY OWNER OR OTHERS:** If the Work includes installation of materials or equipment furnished by City, Library, or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to the City, Library, and Design Professional. Following receipt of written notice from Construction Manager of defects, City, Library, and Design Professional shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.
- v. **WORKSITE VISIT:** Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.
- vi. Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of City, Library, or Others.
 1. Cutting, patching, or altering the work of City, Library, or Others shall be done with the prior written approval of City, Library, and Design Professional. Such approval shall not be unreasonably withheld.

- vii. COMPLIANCE WITH LAWS: Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to City and Library for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.
 - 1. CHANGES IN THE LAW: The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.
- viii. COST OF CORRECTING DAMAGED OR DESTROYED WORK: With regard to damage or loss attributable to the acts or omissions of City, Library, or Others and not to Construction Manager, City or Library may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement. Any equitable adjustment shall be approved by all parties.
- ix. Taxes and Permits: Construction Manager shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Construction Manager shall provide to City and Library copies of all notices, permits, licenses, and renewals required under this Agreement.
 - 1. Construction Manager shall pay applicable taxes and permit fees associated with the entire project.
- x. DISCOUNTS: All discounts for prompt payment shall accrue to City and Library. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City and Library if after final payment.
- xi. City and Library may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use.
- xii. JOINT DRAFTING: All Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.
- xiii. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.

- xiv. **ASSIGNMENT:** Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement as a whole without written consent of the other.
- xv. Where figures are given, they shall be preferred to scaled dimensions.
- xvi. The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both. CMAR shall seek clarification from Design Professional for any discrepancies.
- xvii. In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to City, Library, and Design Professional for clarification. Design Professional's clarifications are final and binding.
- xviii. **DEBARMENT AND SUSPENSION:** By execution of this agreement, CMAR certifies that to the best of its knowledge and belief that the CMAR and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 4. (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - 5. CMAR understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.
 - 6. Certifications for subcontracts or subsubcontracts executed under this agreement shall include all language in this section.

5. Definitions:

- a. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.
- b. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

- c. A "Change Order" is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion.
- d. "Contract Time" is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.
- e. "Cost of the Work" means the total costs and discounts charged to the City or Library
- f. The "Construction Manager at Risk" (CMAR or CM) is the person or entity identified in this contract and includes Construction Manager's Representative.
- g. "Day" means a calendar day unless otherwise specified
- h. "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.
- i. "Design Professional" means the licensed architect retained by the City and Library, and its subconsultants, to perform design services for the Project.
- j. "Final Completion" occurs on the date when CMAR's obligations under this Agreement are complete and accepted by City and Library and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.
- k. "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.
- l. "Interim Directive" is a written order containing change to the Work directed by and in consultation with City, Library, and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.
- m. "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.
- n. "Others" means City or Library's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.
- o. "Overhead" means (a) payroll costs, burden, and other compensation of CMAR's employees in CMAR's principal and branch offices for work associated with this project
- p. "Owner" is the City of Fayetteville, Arkansas (City) and Fayetteville Public Library (Library)
- q. The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.
- r. The "Parties" are collectively City, Library, and CMAR.
- s. The "Project," is the building, facility, or other improvements for which CMAR is to perform Work under this Agreement. It may also include construction by Owner or Others.
- t. The "Schedule of the Work" is the document prepared by CMAR that specifies the dates on which CMAR plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City and Library.

- u. "Subcontractor" is a person or entity retained by CMAR as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.
- v. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Library may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.
- w. A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.
- x. A "Supplier" is a person or entity retained by CMAR to provide material or equipment for the Work.
- y. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.
- z. "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.
- aa. "Worksite" means the area of the Project where the Work is to be performed.
- bb. "Bi-monthly basis" means every fourteen to sixteen calendar days

6. Contract Document Review and Administration

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

7. Warranty

- a. Construction Manager warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At City, Library, or Design Professional request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does **not include** remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the City or Library, or others, or abuse. Construction Manager's warranty shall commence on the Date of Final Completion of the Project.
- b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City or Library, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- c. Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period Construction Manager shall provide full and comprehensive assistance to the City and Library in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.
- d. Correction of Work within Two Years
 - i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, City or Library shall promptly notify Construction Manager in writing. Unless City or Library provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City or Library discovers and does not promptly notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, City and Library waives Construction Manager's obligation to correct that Defective Work as well as City and Library's right to claim a breach of the warranty with respect to that Defective Work.
 - ii. If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from City or Library before final payment, City or Library may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to City or Library.
 - iii. Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, City or Library discovers any Work which City or Library considers Defective Work, City or Library shall, unless

the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City or Library and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if City or Library intends to seek recovery of those costs from Construction Manager, City or Library shall promptly provide Construction Manager with an accounting of the actual correction costs.

- iv. If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.
- v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.
- vi. Before final payment, at City or Library option and with Construction Manager's agreement, City or Library may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value, as determined by City or Library, of the Project caused by such Defective Work.

8. Safety of Persons and Property

- a. SAFETY PROGRAMS: Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.
- b. CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE: Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to City and Library, Construction Manager's project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to City and Library.
- c. Construction Manager shall provide City and Library with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.
 - i. Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.

- d. If City and Library deem any part of the Work or Worksite unsafe, City and Library, without assuming responsibility for Construction Manager's safety program, may require Construction Manager to stop performance of the Work, take corrective measures satisfactory to City and Library, or both. If Construction Manager does not adopt corrective measures, City and Library may perform them and deduct their cost from the GMP. Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with City and Library's reasonable request.

9. Subcontracts:

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

10. Fees, Expenses, and Payments:

- a. The maximum not-to-exceed amount authorized for this agreement is included in the breakdown shown below. Fees shall be paid to the CMAR as described in Appendix B.
- b. Phase 1: Pre-Construction Services
 - i. The maximum not-to-exceed amount authorized for this phase is \$110,000.00 US Dollars. Fees shall be paid to the CMAR from the City based Lump Sum basis as described in Appendix B.
- c. Phase 2: Guaranteed Maximum Price (GMP) for the expansion and renovation of the Fayetteville Public Library
 - i. If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by the City and Library, then the GMP and its basis shall be set forth in a GMP Change Order.
 - ii. In the event all Parties agree the drawings and specifications are sufficiently complete after bids are received, Construction Manager shall prepare and submit to the City and Library in writing a GMP. The GMP proposal shall include the cost of the Work, Construction Manager's Fee, the clarifications upon which it is based, but shall not include compensation for Preconstruction Services (Phase 1).
 - iii. FAILURE TO ACCEPT THE GMP PROPOSAL: Unless the City and Library both accept the GMP Proposal in writing the GMP Proposal shall not be effective. If City and Library fail to accept the GMP Proposal, or rejects the GMP Proposal, City and Library shall have the right to:
 - 1. suggest modifications to the GMP Proposal
 - 2. terminate the Agreement for convenience

- iv. PRE-GMP WORK: Before City and Library acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as City and Library may specifically authorize in advanced writing.
- v. GMP shall include an itemized cost items from the CMAR, including but not limited to:
 - 1. Labor wages directly employed by Construction Manager in performing of the Work.
 - 2. Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.
 - 3. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of the Work.
 - 4. Transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.
 - 5. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City or Library, transportation, storage, and handling.
 - 6. Payments made by Construction Manager to Subcontractors for work performed under this Agreement.
 - 7. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.
 - 8. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.
 - 9. Cost of the premiums for all insurance and surety, performance or payment bonds which Construction Manager is required to procure or deems necessary, and approved by City and Library including any additional premium incurred as a result of any increase in the GMP.
 - 10. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.
 - 11. Permits, taxes, fees, licenses, tests, royalties.

12. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.
 13. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office.
 14. Water, power, and fuel costs necessary for the Work.
 15. Cost of removal of all nonhazardous substances, debris, and waste materials.
 16. Costs incurred due to an emergency affecting the safety of persons or property.
 17. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee, which are reasonably inferable from the Contract Documents.
- d. Fees set for the construction of this project are intended to be executed upon agreement of all parties in a not to exceed form via change order. Due to the bond funding nature of this project, all parties agree payment to the CMAR shall be made as follows:
- i. The City shall be responsible for a not to exceed cap.
 - ii. The Library shall be responsible for fees above and beyond the cap set by the City and disclosed to all parties.
 - iii. Final amounts shall be identified with a Change Order, pursuant to agreement of all parties of a Guaranteed Maximum Price.
 - iv. Change orders for added scope beyond a GMP change order, if applicable, shall identify which entity, City or Library, will be responsible for fees. The Library shall be financially responsible for design changes made after the approval by City and Library of any aspect of design.
- e. CMAR shall track, log and report expenses directly related to this Agreement along with invoice which shall include schedule of values for payment for each month. Invoices shall be itemized. Invoice and payment requests shall not exceed the percentage for work completed as defined.
- f. Payment Terms: All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by CITY or LIBRARY, the undisputed portion shall be paid. CITY OF FAYETTEVILLE or LIBRARY shall advise CMAR in writing of the basis for any disputed portion of any invoice. CITY and LIBRARY shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.
- g. STORED MATERIALS AND EQUIPMENT: Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to City and Library to establish the proper valuation of the stored materials and equipment, City and Library's title to such materials and equipment, and to otherwise protect City and Library's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.

- h. Monthly invoices for each calendar month shall be submitted to City and Library or such parties as City and Library may designate for professional services consistent with CMAR's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Invoices shall be made in accordance with a format to be developed by CMAR and approved by City and Library. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE'S and LIBRARY'S approval and acceptance with the satisfactory completion of professional services for the Project.
 - i. Retainage in the amount of five percent (5%) will be withheld from each payment until project final completion.
 - ii. Upon Substantial Completion, the City and Library may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which City and Library have accepted.
- i. Final Payment: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, CMAR shall execute and deliver to CITY OF FAYETTEVILLE and LIBRARY a release of all claims against CITY OF FAYETTEVILLE and LIBRARY arising under or by virtue of this Agreement, except claims which are specifically exempted by CMAR to be set forth therein.
 - i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE or LIBRARY's claims against CMAR or sureties under this Agreement.

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

- a. Construction contracts for the project shall not be entered into between the CMAR and sub-contractor without a 100% payment and performance bond in the amount of the contract and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties prior to the start of work.
- b. A maintenance bond shall be provided for the duration of the entire warranty period.
- c. All bonds shall be listed with the U.S. Treasury Department listing of approved surety's (T-List) and shall be rated A+ minimum by A. M. Best.

12. Time:

- a. SUBSTANTIAL and FINAL COMPLETION: Date of Substantial Completion and the Date of Final Completion shall be established in a GMP Change Order to this Agreement (GMP) as a hard not to exceed date. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion and Date of Final Completion of the Work shall be established in a GMP Change Order.
- b. Time is of the essence with regard to the obligations of the Contract Documents.

- c. Unless instructed by City and Library in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance and bonds.
- d. Schedule of Work: Before submitting its first application for payment, Construction Manager shall submit to City and Library and, if directed, Design Professional a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City and Library. Except as otherwise directed by City and Library, Construction Manager shall comply with the approved Schedule of the Work or Construction Manager.
 - i. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work.
 - ii. Construction Manager shall update the Schedule of the Work on a bi-monthly basis or as mutually agreed by all Parties.
 - iii. City and Library may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City and Library may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City, Library or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment.
- e. NOTICE OF DELAY CLAIMS: If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the GMP as a result of a delay described, Construction Manager shall give City and Library written notice of the claim. If Construction Manager causes delay in the completion of the Work, City and Library shall be entitled to recover its additional costs.
- f. MONITORING PROGRESS AND COSTS: Following acceptance by City and Library of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager shall provide written reports to City and Library at intervals as agreed to by all Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

13. Substantial Completion:

- a. Construction Manager shall notify City and Library and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City and Library, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City and Library without excessive interference in completing any remaining unfinished Work. If City and Library determine that the Work or designated portion has not reached Substantial Completion, City and Library, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City and Library may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly and accurately complete all items on the list.

- b. When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to City and Library and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.
- c. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.
- d. Upon City and Library's written acceptance of the Certificate of Substantial Completion, City and Library shall pay to Construction Manager the remaining retainage held by City and Library for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe.

14. Final Completion:

- i. Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, City and Library, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.
- ii. When the Work is complete, Construction Manager shall prepare for City and Library's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on City and Library's inspections, the Work has reached Final Completion in accordance with the Contract Documents.
- iii. Final payment of the balance of the GMP shall be made to Construction Manager within thirty (30) Days after Construction Manager has submitted an application for final payment, pending the application has been approved by the City and Library, including submissions required, and a Certificate of Final Completion has been executed by all Parties.
- iv. Final payment shall be due on Construction Manager's submission of the following to the City and Library:
 - 1. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City and Library's property;
 - 2. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
 - 3. release of any liens, conditioned on final payment being received;
 - 4. consent of any surety; and

5. any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.
- v. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager. If approved by City and Library, they shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to City and Library and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.
- vi. ACCEPTANCE OF FINAL PAYMENT: Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.
- b. CMAR shall ensure that the City of Fayetteville/Library receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and **before** work begins on the project. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:
 - i. *'According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (name of surety).'*
 - ii. CMAR shall have each subcontractor, sub-subcontractor and material supplier execute a written receipt evidencing acknowledgment of this statement prior to commencement of the work of the subcontractor or material supplier.

15. Liquidated Damages:

- a. SUBSTANTIAL COMPLETION: Liquidated damages based on the Substantial Completion date, to be determined in a GMP Change Order, shall apply.
 - i. City and Library will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, which may be amended by Change Order, is not attained. Construction Manager shall pay City and Library five thousand US dollars (\$5,000 USD) per calendar day as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Substantial Completion date.

16. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.

17. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

18. Venue: Venue for all legal disputes shall be Washington County, Arkansas.

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

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

21. Insurance:

- a. Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the following limits of liability:
- b. **Employers' Liability Insurance**
 - i. \$1,000,000 bodily injury by accident per accident.
 - ii. \$1,000,000 bodily injury by disease policy limit.
 - iii. \$1,000,000 bodily injury by disease per employee
- c. **Business Automobile Liability Insurance** \$1,000,000 per accident.
- d. **Commercial General Liability Insurance**
 - i. \$2,000,000 per occurrence.
 - ii. \$5,000,000 general aggregate
 - iii. \$4,000,000 products/completed operations aggregate.
 - iv. \$2,000,000 personal and advertising injury limit.
- e. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.
- f. Construction Manager shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, City and Library may purchase such coverage and charge the expense to Construction Manager, or terminate this Agreement.
- g. To the extent commercially available to Construction Manager from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City and Library written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish City and Library with certificates of insurance until

one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give City and Library prompt written notice upon actual or constructive knowledge of such condition.

h. Certificates of Insurance shall list the City and Library as Additional Insured Parties.

i. PROPERTY INSURANCE:

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

City and Library has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, City and Library shall provide a copy of the property policy or policies obtained.

- iv. If City and Library elect to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, City and Library shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. City and Library may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by City and Library in a Change Order. If City and Library gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, City and Library shall be responsible for costs reasonably attributed to such failure.
- v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.
 - 1. To the extent of the limits of Construction Manager's Commercial General Liability Insurance, Construction Manager shall indemnify and hold harmless City and Library against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of City and Library's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.
- j. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.
- k. ADDITIONAL GENERAL LIABILITY COVERAGE: City and Library shall require Construction Manager to purchase and maintain additional liability coverage. Construction Manager shall provide:
 - i. Additional Insured. City and Library shall be named as an additional insured on Construction Manager's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

- ii. OCP. Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.
- I. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by CMAR. Before commencing the Work, Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City and Library have been named as an additional insured, as applicable.
 - i. ROYALTIES, PATENTS, AND COPYRIGHTS: Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold City and Library harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.
- m. PROFESSIONAL LIABILITY INSURANCE: To the extent Construction Manager is required to procure design services, Construction Manager shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to City and Library, including coverage for all professional liability caused by any consultants to Construction Manager's design professional, written for not less than one million US dollars (\$1,000,000) per claim and in the aggregate. Construction Manager's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Constructor's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

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

23. Responsibility of the City of Fayetteville and Library

- a. CITY OF FAYETTEVILLE and LIBRARY shall, within a reasonable time, so as not to delay the services of CMAR:
 - i. Provide full information as to the requirements for the Project.
 - ii. Assist CMAR by placing at CMAR's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist CMAR in obtaining access to property reasonably necessary for CMAR to perform its services.
 - iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by CMAR and render in writing decisions pertaining thereto.
 - v. Review all documents and provide written comments to CMAR in a timely manner.
 - vi. The City of Fayetteville Facilities Director and Library Representative are the project representatives with respect to the services to be performed under this Agreement. The

Facilities Director and Library Representative shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

24. Cost Opinions and Projections: Cost opinions and projections prepared by the CMAR relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating and operating results are based on CMAR's experience, qualifications, and judgment as a CMAR professional.

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

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

26. Termination:

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

have been accumulated by CMAR in performing this Agreement, whether completed or in process.

- f. Upon termination under sections above CITY OF FAYETTEVILLE and LIBRARY may take over the work and may award another party an agreement to complete the work under this Agreement.
- g. If, after termination for failure of CMAR to fulfill contractual obligations, it is determined that CMAR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE and LIBRARY. In such event, adjustments of the agreement price shall be made as provided in this agreement.

27. Delays

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

28. Rights and Benefits

- a. CMAR's services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and LIBRARY and not for the benefit of any other persons or entities.

29. Dispute Resolution

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

OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

30. Sufficient Funds: The CITY and LIBRARY represent that they have sufficient funds or the means of obtaining funds to remit payment to CMAR for services rendered by CMAR. **The CITY shall not be liable for funds in excess of the proceeds of the voter approved bond issue.** All parties agree if funding should become insufficient to complete the project, CMAR shall be notified in a timely manner.

31. Publications:

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

32. Indemnification:

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

33. Ownership of Documents:

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

34. Additional Responsibilities of CMAR:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY or LIBRARY shall not in any way relieve CMAR of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY or

LIBRARY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- b. CMAR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by CMAR's negligent performance, except beyond the CMAR's normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. CMAR's obligations under this clause are in addition to CMAR's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE and LIBRARY may have against CMAR for faulty materials, equipment, or work.

35. Audit and Access to Records:

- a. CMAR shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. CMAR shall also maintain the financial information and data used by CMAR in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE AND LIBRARY a copy of the cost summary submitted. CITY OF FAYETTEVILLE, LIBRARY, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. CMAR will provide proper facilities for such access and inspection.
- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements
 - ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement
 - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of CMAR;
 - 2. If there is any indication that fraud, collusion, gross abuse or corrupt practices may be involved;
 - 3. If the sub agreement is terminated for default or for convenience.

36. Covenant Against Contingent Fees:

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

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

37. Gratuities:

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

38. Clarification and Understanding of all parties:

- a. All parties acknowledge the City of Fayetteville's financial contribution is limited to the bond proceeds directly related to this project. As such, the City of Fayetteville hereby becomes a co-signatory Owner on this contract. The specific City role and accounting requirements may further be defined at the time of the Construction Phase cost Guaranteed Maximum Price (GMP) change order.
 - i. All parties agree and acknowledge that the City of Fayetteville may exercise its rights enumerated in the above language prior to expending proceeds from the bond proceeds for the Fayetteville Public Library Expansion. Expenditure of bond proceeds shall not waive any right under this agreement.
 - ii. All parties agree and acknowledge financial liability for payment of all CMAR fees are the responsibility of the LIBRARY after the CITY has spent all bond related funds for this project, which also includes expenses for a construction manager, design professional, and related work.
 1. All parties agree if funding should become insufficient to complete the project, CMAR shall be notified in a timely manner.
- b. The citizens of Fayetteville voted to authorize the Fayetteville City Council to issue bonds to fund a portion of the Fayetteville Public Library Expansion Project.
- c. All parties agree and acknowledge that all funds derived from the City's sale of the bonds may only be spent or used for purposes authorized by the City voters and applicable state law.
- d. All parties agree and acknowledge the City of Fayetteville has no further responsibility nor liability for costs or the completion of any construction, design, or other contract concerning the Fayetteville Public Library Expansion beyond the expenditures noted above.
- e. The Fayetteville Public Library Board of Trustees and the Fayetteville Public Library agree to work with the City of Fayetteville to prominently display a bronze or comparable material plaque inside the Fayetteville Public Library's main lobby stating "The Fayetteville Public Library thanks the citizens and taxpayers of Fayetteville for their over \$XX million investment for the *project name and year*". Wording shall be finalized with the LIBRARY and CITY prior to procuring the plaque.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, FAYETTEVILLE PUBLIC LIBRARY through the Fayetteville Public Library Board of Trustees and Crossland Construction Company, Inc., by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

CROSSLAND CONSTRUCTION COMPANY, INC.

By: _____
Chris Schnurbusch, President South East Region

ATTEST:

By: _____
Sondra E. Smith, City Clerk/Treasurer

Date Signed: _____

Date Signed: _____

FAYETTEVILLE PUBLIC LIBRARY

By: _____
Hershey Garner, President

Date Signed: 01 Sep 2017

ATTEST:

By: _____
Rob Qualls, Secretary

Date Signed: Sep 1, 2017

Library Board of Trustees Resolution approved and dated: AUGUST 22, 2017

END OF AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGER AT RISK SERVICES

**APPENDIX A - SCOPE OF SERVICES
CONSTRUCTION MANAGER AT RISK SERVICES
FOR THE EXPANSION OF THE FAYETTEVILLE PUBLIC LIBRARY**

1. General Conditions

- a. CMAR shall provide construction manager at risk services to the City and Library for the design development, construction drawings, bidding, construction observation and ancillary services, including services to prepare necessary documents for permitting approval through the Large Scale Development process, necessary to construct an, at minimal, LEED Silver (or greater) certified expansion to the existing Fayetteville Public Library Blair Building of approximately 80,000 square feet and selective renovations to the existing Library.
- b. The bond issue passed by the citizens of Fayetteville identified the bond issue approved by the citizens of Fayetteville provides partial funding for the expansion/renovation of the library. Any funds required to complete the expansion/renovation above the bond issue will be privately raised by FPL
- c. The Library has completed a Master Plan identifying space needs through 2030. It is intended for the Master Plan to serve as the starting point for architectural services requested in this request for qualifications. The new expansion shall achieve a minimum standard of LEED Silver Certification as designated by the U.S. Green Building Council (USGBC.). Meeting the living building challenge as defined by the Living Future Institute is desirable depending on funding availability.
- d. The expansion of the Fayetteville Public Library will be constructed by connecting the existing library and expanding onto the site of the former City Hospital.
- e. The City and Library shall be responsible for asbestos abatement on buildings currently on the old City Hospital site which are intended to be demolished.
- f. Construction contracts for the project shall not be entered into between the CM and sub-contractor without a 100% payment and performance bond in the amount of the contract and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties prior to the start of work.

2. Construction Manager's (CMAR) Responsibilities:

- a. General Responsibilities
 - i. Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents.
 - ii. Construction Manager represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.
 - iii. Unless the Contract Documents instruct otherwise, Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized.
 - iv. Construction Manager shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.
- b. Construction Personnel and Supervision
 - i. Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, Construction Manager shall notify City and Library

in writing of the name and qualifications of its proposed superintendent(s) and project manager, so City and Library may review the vendor's qualifications. If, for reasonable cause, City and Library refuses to approve the individual, or withdraws its approval after once giving it, Construction Manager shall name a different superintendent for City and Library review.

- ii. Construction Manager shall be responsible to City and Library for acts or omissions of entities performing portions of the Work for or on behalf of Construction Manager or any of its Subcontractors.
- iii. Construction Manager shall permit only fit and skilled persons to perform the Work. Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If City and Library determine a person(s) does not follow safety procedures, or is unfit or unskilled for the assigned work, Construction Manager shall immediately reassign the person on receipt of City and Library's written notice to do so.
- iv. CONSTRUCTION MANAGER'S REPRESENTATIVE: Construction Manager's authorized representative shall be approved by the City and Library. Construction Manager's Representative shall possess full authority to receive instructions from City and Library and to act on those instructions. If Construction Manager changes its representative or their authority, Construction Manager shall immediately notify City and Library in writing.

c. **CLEAN UP**

- i. Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.
- ii. If Construction Manager fails to commence compliance with cleanup duties within two (2) calendar days after written notification from City and Library of non-compliance, City and Library may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to Construction Manager in the next payment period.

3. **Phase 1: General Pre-Construction Services**

a. **Conceptual Estimate**

- i. Crossland identifies it has a long history of providing accurate and efficient estimating and budgeting services. The budgeting process shall begin with the development of a conceptual estimate.
 - 1. The conceptual estimate will be developed with minimal information, such as program goals and building square footage using an extensive cost database of educational facilities, which is managed with Modelogix software. CMAR shall apply those costs to the project to accurately establish preliminary budget expectations. Upon establishing realistic budget expectations for the project,

CMAR shall further develop a conceptual estimate based on the specific size, location, and use of the project.

- ii. A detailed conceptual estimate shall include information such as an itemized breakdown of all direct construction costs, expected quantities of all work items, preliminary specification expectations, preliminary general condition and fee costs, and a detailed list of scope assumptions. The conceptual estimate shall become the basis on which all other estimates are based.
- iii. CMAR guarantees the conceptual estimate, which may include up to a 10% contingency, to be within 3% of the final GMP.
- iv. PRELIMINARY EVALUATION Construction Manager shall provide a preliminary evaluation of Owner's Program and report such findings to City, Library and Design Professional.
- v. CONSULTATION: CMAR shall attend regular meetings as scheduled by the Design Professional with project team. Construction Manager shall consult with City, Library and Design Professional regarding site use and improvements and the selection of materials, building systems, and equipment. Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.
- vi. SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, Construction Manager shall prepare a preliminary Schedule of the Work for Design Professional's review and City and Library approval. Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of City and Library, Construction Manager, Design Professional, and the requirements of governmental entities. As design proceeds, Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, City and Library occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicate that milestone dates contained in prior Schedules of the Work will not be met, Construction Manager shall notify and make recommendations to City and Library. If the Project is to be completed in phases, Construction Manager shall make recommendations to City, Library and Design Professional regarding the phased issuance of the drawings and specifications.
- vii. Estimates
 - 1. When City and Library have sufficiently identified Owner's Program and other Project requirements and Design Professional has prepared other basic design criteria, Construction Manager shall prepare, for the review of Design Professional and approval of Owner, an initial estimate for the Project, utilizing area, volume, or similar conceptual estimating techniques.
 - 2. When schematic or preliminary design documents have been completed by Design Professional and approved by City and Library, Construction Manager shall prepare for the review of Design Professional and approval of City and Library, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail,

Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by all Parties.

3. When design development documents or documents of comparable detail have been completed by Design Professional and approved by City and Library, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by City and Library. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by all Parties.
4. If any estimate submitted to City and Library exceeds previously approved estimates, Construction Manager shall notify and make recommendations to City and Library.
5. TEMPORARY FACILITIES: Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by Construction Manager, its Subcontractors, Subsubcontractors, and Suppliers.
6. LONG-LEAD-TIME ITEMS: Construction Manager shall recommend to City, Library and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. Construction Manager shall help expedite the delivery of long-lead-time items.
7. SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS
8. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION Construction Manager shall consult with City and Library regarding equal employment opportunity and affirmative action programs.
9. CONSULTANTS: Construction Manager shall assist City and Library in coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.
10. PERMITS: Construction Manager shall assist City and Library in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by Construction Manager.
11. OTHER PRECONSTRUCTION SERVICES: Construction Manager shall provide such other preconstruction services as are agreed upon by all Parties and identified in an attached exhibit to this Agreement.

b. Schematic Design

- i. Gather information related to existing on-site structures which are intended to be demolished and identify LEED design principles that may impact design, cost, and LEED evaluation.

- ii. Evaluation of the site based upon topography, utilities, and environmental Conditions
- iii. Public Involvement:
 - 1. The architectural project team will conduct a total of two full days of public involvement sessions, up to four (4) sessions per day between the hours of 7AM to 8PM. The City and Library will be responsible for locating and arranging facilities for the public meeting/workshop in the vicinity of the project and be responsible for publishing all public notices. CMAR shall send one representative, at minimum, to each session in order to maintain involvement and knowledge on the project.
 - a. Additional public involvement days shall be charged at the rate of \$250.00 USD per day for coordinated meetings.
- iv. Attend coordination meetings with City/Library staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- v. Participate in meetings with architectural team, City/Library staff to review building square footage, required utilities, drainage, zoning and traffic needs to develop Schematic Design Documents.
- vi. Attend Pre-Development meeting and address points of clarification regarding the project.
- vii. Review and provide feedback to Schematic Design Documents, Preliminary Specifications, schematic cost estimate and schedule (15% plan review). Also review and provide feedback to necessary documents for Large Scale Development review through the City Planning Office.
- viii. After receiving schematic design comments, coordinate with Design Professional and applicable divisions to resolve comments in preparation for review by Planning Commission.
- ix. Respond in writing to all comments on plans, as necessary
- x. Coordinate with private utilities and service providers
- xi. Design Professional will be responsible for presenting plans to the Planning Commission for Large Scale Development approval
- xii. Provide a schematic cost estimate and conceptual project schedule.

c. Design Development Phase

- i. Crossland shall serve as an involved party during the Design phase with the City and Library's selected architect team. CMAR shall work synergistically alongside architectural team to ensure project costs are aligned with the conceptual estimate.
- ii. Each aspect of the project, including material selection, construction installation means and methods, product lead times, and market conditions, shall thoroughly be discussed and the estimate shall be updated in real time.
- iii. As the need arises, CMAR shall consult with local subcontractors and suppliers to get opinions of probably cost on any unique items or materials the design is proposing. With real time updates to the estimate, CMAR shall deliver a Design Development Estimate at the time the design team delivers the Design Development documents. This shall result in the elimination of a pause in design work in order for a Design Development budget to be established.
- iv. CMAR shall define and develop all trade bid packages. Bid packages shall be reviewed and approved by the City of Fayetteville and Library representatives prior to being released for the bidding process.

- v. Coordinate with the architectural team to prepare and submit three (3) sets of Design Development Documents including Detailed Specifications, Detailed Cost Estimate and schedule to the City/Library staff for review and approval. (50% plan review). Components to include:
 - 1. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
 - 2. Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Fire Protection and landscaping
 - 3. Exterior elevations, rendering and color palette
 - 4. Building sections and details
 - 5. Interior elevations, casework and millwork elevations
 - 6. Drainage Study and calculations, as required by City
 - 7. Report addressing all City's Design Criteria and Code requirements
- vi. Assist architectural team to respond in writing to all City comments on plans
- vii. Assist architectural team in coordination of final utility plans
- viii. Facilitate with architectural team and City/Library cost-benefit analyses to determine most cost-effective construction after evaluation of life-cycle cost impact.

d. Construction Documents Phase

- i. Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems which could impact Construction Manager's ability to perform the Work in an expeditious and fiscally responsible economical manner. Construction Manager shall issue a report to Design Professional, City and Library for review and action as appropriate. In addition, Construction Manager shall promptly report to City, Library and Design Professional any errors or omissions which it discovers in the drawings and specifications.
- ii. Bid packages shall be developed for the following
 - 1. Demolition of the former City Hospital.
 - a. City and Library shall be responsible for the removal of asbestos.
 - 2. Expansion of the Fayetteville Public Library
 - 3. Renovation of the existing Fayetteville Public Library
- iii. Bid packages shall be developed to accurately bid the procurement of trade contractor and supplier contracts. Bid packages shall be inclusive and encompass a portfolio of all the documents need to take part in the project. Potential bidders shall be given a description of skills and qualification requirements needed to complete the project on time, and within budget, and meet quality requirements.
- iv. Unique bid packages shall be developed for each trade and be customized to reflect requirements due to project location, complexity, schedule requirements, and current construction economy. Bid packages may be combined when practically and financially feasible, or when an economy of scale savings can be obtained. Partial bid packages can also be constructed when project requirements are unique and limited to a small number of skilled craftsmen. The ability to submit partial bid packages shall be encouraged to enable small, local firms within the community to participate. The final make-up of the bid packages shall ensure the most cost-effective procurement process for the project and offer the City and Library the greatest overall value. Bid packages at a minimum shall include:
 - 1. Design documents
 - 2. Detailed specifications
 - 3. Synopsis of the project

4. Timelines for overall project completion and including timelines for subcontractor's completion
5. Project background information
6. A detailed scope of work required for each trade
- v. Assist architectural team in completing Construction Documents/Plans and Specifications. Architectural team will submit three (3) sets to City staff, and electronic versions as necessary, for Code and general review and approval as well as Construction Manager and City/Library for cost analyses. (90% plan review).
- vi. Attend follow up meetings with City Development Services and Fire Marshall
- vii. Complete final coordination with private utilities and service providers
- viii. Assist Design Professional team to prepare and submit three (3) complete sets of Construction Documents, and electronic versions as necessary, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to:
 1. Fayetteville Public Library/City of Fayetteville Development Services for review and approval (100% plan review)
- ix. Assist architectural team in correcting plans to reflect issues noted by Review for Permit, inclusive of any necessary redesign prompted from the permit process.
- x. Construction Documents/Plans, Specifications and Project Drawings shall be routed through the City of Fayetteville Development Services, Planning, Engineering, Building Safety, Fire Marshal, and Urban Forestry for required approvals.

e. Bid Phase

- i. All trade contracts shall be publicly bid. If CMAR chooses to pursue a specific scope of work as a Trade Contractor, it shall do so at the same guidelines and requirements as outlined by the bid packages stipulated to all bidders. This ensures a competitive and equal bidding opportunity for all parties.
 1. All overhead costs and fees shall be included in the bids submitted by the CMAR for self-performed work. There shall be no additional charges to the City or Library. Any trade bid submitted by the CMAR shall be a sealed bid, in the same manner as all other subcontractors and suppliers.
- ii. Coordinate with CMAR and City Purchasing Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Policies.
- iii. Assist Design Professional in providing an electronic set of bid documents to the City Purchasing Division. The City Purchasing Division will be responsible for distribution to all interested parties.
- iv. CMAR's or designated representative shall be in attendance for the pre-bid meeting and shall be available as needed to finalize addendum documents.
- v. Coordinate with architect team and City Purchasing Division during any process involving Request for Information (RFI).
- vi. In the event the CMAR desires to self-perform a portion of the work or a trade package, the CMAR shall submit a bid package in the same manner as other interested parties.
- vii. Bid opening shall be held at the City of Fayetteville Administration Building, City Hall, at a time and date coordinated in advance with the City Purchasing Division.
- viii. All bid shall be submitted to the City of Fayetteville Purchasing Division.
- ix. The bid tabulation shall be constructed by the City, Library and Design Professional team. Due to the fact the CMAR may wish to self-perform, the CMAR shall not assist in the preparation of the bid tabulation unless the CMAR does not bid on any trade packages.
- x. Once subcontractor and supplier bids have been confirmed to be complete and each company's ability to complete the project has been confirmed, the CMAR shall make

recommendations to the entire project team for review. The 'open book' nature of this process shall ensure the most qualified responsive responsible bidder is contracted with for each trade. All parties shall agree to all subcontractors in advance of GMP.

- xi. CMAR shall review Architect's Recommendation of Award Letter that includes the following required content:
 - 1. Check for and identify math errors and any mathematical discrepancies
 - 2. Review for unbalance bid items
 - 3. Explanation of discrepancies between the final estimate and bids. Provide value engineering services as necessary to insure the project is being designed within the established budget.
 - 4. Coordinate with City/Library/Architect team to develop a Value Engineering list, if necessary, at no additional fee.
 - 5. Recommendation to award
- xii. Attend City Council/Library Board of Trustee meeting(s) related to any change orders.
- xiii. Produce and transmit to selected contractor electronic versions of project manuals ready for execution with City's Notice of Intent to Award (NOI).
- xiv. Attend City Council/Library Board of Trustee meeting(s) for the recommendation for award of Contract(s) for Construction.

4. **Phase 2 (applicable upon successful change order authorized by all parties) CMAR Services with a Guaranteed Maximum Price (GMP):**

a. **Construction Administration**

- i. Put forth diligent and fiscally responsible efforts to ensure the project will be completed on time and within budget.
- ii. Attend Pre-Construction meeting and conduct regular, as jointly determined by City/Library and Design Professional, construction progress meetings.
- iii. Coordinate with City, Library, and Architect on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.
- iv. Design Professional is contracted to provide regular construction administration services. CMAR shall provide field services, progress meetings, and progress payment review and assistance on a bi-monthly basis.
- v. Review site visit report from the architectural team, City of Fayetteville Facilities Management Division, and Library Representative at least one (1) time per month.
- vi. Coordinate with the Design Professional to conduct Substantial Completion Inspection. CMAR shall create punch list, substantiate that items noted are completed. Design Professional to issue Substantial Completion Certificate.
- vii. City of Fayetteville Facilities Management Division, CMAR, and Library Representative shall be notified to attend all on-site meetings, review and approve all pay requests, and change order review prior to Mayor's approval.
- viii. Facilitate Pre-Construction meeting and conduct regular, as jointly determined by City/Library and Design Professional, construction progress meetings to include City Development Services Department.
- ix. Provide Construction Administration.
 - 1. Review, log and approve submittals, shop drawings, Request for Information etc.
 - 2. Review Construction Materials Testing reports.
 - 3. Prepare, review and submit applications for payment.
 - 4. Coordinate with architect team on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.

- x. Conduct Substantial Completion Inspection, coordinate with architect team to review, supplement and finalize punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

b. Change Order Management

- i. A change order or variation request shall identify a verified change in scope from what is documented in the project contract. Crossland Construction shall completely state the extent and implications of any change in design or scope of work to provide a clear baseline for the ensuing discussions between all parties. Within the collaborative culture of the project, any participating organization that identifies a change in the contracted scope of works is expected to report that change and provide evidence to support it.

Common sources of change order generation include:

1. DESIGN MODIFICATIONS: Involves revisions to contract documents which shall only be initiated by the City or Library
2. ADDITIONAL OR REDUCED SCOPE OF WORK: At the City or Library's discretion, the contract scope of may be expanded as a result of enhancements to the design or reduced because of budget considerations and value engineering.
3. CITY OR LIBRARY DIRECTED SCHEDULE ACCELERATION OR SLOWDOWN: Based on the City or Library's directive to modify the contractor's planned performance on a project which may cause additional costs to be incurred as a result of acceleration or delay requirements.

c. Scheduling

- i. Pre-Construction Phase: Scheduling the Pre-Construction phase of the project is critical and requires a team effort between the Owner, design professionals, and the Construction Manager. A successful collaborative effort will ensure the construction phase of the project begins on time. Pre-Construction schedule shall provide the following
 1. Design durations and milestones
 2. Durations for local government approval processes
 3. Milestones for Owner decisions, such as product colors
 4. Estimating durations and milestones for update submissions
 5. Milestones for ordering long lead time products
- ii. Construction Phase: CMAR project management team shall utilize extensive facility construction experience and understanding of proper sequencing of construction activities to produce accurate and realistic schedule expectations. Tasks and guidelines used in schedule creation and maintenance include the following:
 1. Schedule all submittal and approval tasks
 2. Structure the schedule by phase
 3. Milestones, such as notice to proceed, rebar delivery, slab completions, steel delivery date, building dry-in, HVAC start-up, etc.
 4. Update the schedule every 15 days
 5. Review the schedule with subcontractors weekly
 6. Report to the team any schedule impact occurrence
- iii. Schedule Adherence: Creating and maintaining strong schedules shall be taken very serious. As the Construction Phase approaches the Pre-Construction Team shall partner with the Construction Team and ensure the schedule milestones and demands are thoroughly communicated.

1. During the Construction Phase the schedule shall be constantly monitored by the Project Manager and Superintendent. The Superintendent shall create a “three week look ahead” schedule for the entire Project Team - Owner, Architects, Engineers, Subcontractors, etc - to ensure schedule expectations are thoroughly communicated. These schedules, along with other objectives, shall be discussed at weekly progress meetings with the entire project team. Minutes of these meetings shall be issued weekly to all parties to ensure all parties maintain evaluation of the project and schedule at all times. Any changes to this schedule shall be discussed with the City and Library as well as other project team members regularly to encourage project efficiency and collective team synergy.

d. Cost Control

- i. CMAR shall be responsible for cost control the project and completing the project on time and within budget. CMAR shall maintain quality-control tests to ensure no cost overruns are encountered.
- ii. CMAR shall be responsible for the project’s budget.
- iii. Should the City and Library initiate changes or should unforeseen circumstances arise, CMAR shall work within the budget without incurring burdensome extra costs.

e. Quality Control

- i. CMAR shall employ highly trained and committed staff that applies quality control measures to ensure oversight to all aspects of the project. Aspects of the CMAR’s Quality Control Program shall include but not be limited to:
 1. Pre and Post Install Meetings ensure all parties know and understand responsibilities before a task is started and quality checks after the task is completed
 2. Subcontractors shall be required to install quality work which meets or exceeds the plans and specifications. Steps to correct deficient work shall be at the CMAR’s expense.
 3. Storm Water Best Managed Practices (BMPs) shall installed prior to the start of construction and maintained throughout construction
 4. Software Implementation (Bluebeam)
 5. 3rd Party Testing reports will be shared with the design team, City and Library
 6. Material storage and maintenance – ensure no material is damaged by weather
 7. Daily inspections by Superintendent
 8. Diligent housekeeping
 9. Bi-monthly City-Library-Architect-Contractor Meetings

f. Site Security

- i. CMAR shall take proper security measures to protect property and the general public. Project security measures shall include but not be limited to:
 1. Site perimeter fence with controlled access through all gates
 2. Security Camera Monitoring
 3. Coordinated and well-defined traffic control

g. Site Coordination

- i. CMAR shall apply effective communication to the entire team of construction activities. CMAR shall ensure the site to be highly coordinated in order to be efficient, safe, and cost effective. CMAR shall coordinate with the team in the following ways, at minimal:

1. Pre-Construction Meeting
2. Pre-installation (Project Requirements Review) meetings with the subcontractors
3. City/Library, Design Professional and CMAR Meetings
4. Weekly Subcontractor Coordination Meetings
5. Daily communication between office and field personnel

h. Project Close Out

- i. Provide Warranty Administration Services during the entire Warranty Period. Architect shall issue Warranty Reports and review items after the CMAR has notified the City/Library that these items are complete.
- ii. Produce and provide services as needed during the project close out process.
- iii. Obtain and review close out submittal from the contractor for completeness before transmitting to the City/Library which include but are not limited to:
 1. Punch Out
 2. Project Directory
 3. Substantial Completion
 4. Final Inspection
 5. Certificate of Occupancy
 6. Commissioning
 - a. Start up and testing reports
 - b. Building commissioner report
 - c. Training records
 7. Final Documentation
 - a. Warranty information
 - i. CMAR's Statement of Warranty
 - ii. Manufacturer's Warranties
 - iii. One Year Materials & Workmanship from each Subcontractor
 - iv. Special Requested Warranties
 - b. Approved Submittals for each scope of work
 - c. As-Built Drawings and notes
 - d. Release of Liens and Lien Waivers
 - e. Consent of surety
 - f. Material Safety Data Sheet (MSDS)
 - g. Operator and Maintenance Manuals
 - i. O&M for Plumbing, Electric, HVAC, & Misc. Equipment and Systems
 - h. O&M manuals and all as-builts shall be provided in a neat organized fashion, in a bound format, tabbed and labeled by trade
 - i. The final O&M manuals and as-builts shall also be provided in an electronic format
 - i. Spare parts and maintenance products
 8. Final Completion
 - a. Review final as-built drawings for accuracy (as-builts to be provided by CMAR).
- iv. Issue Final Completion and Acceptance letter to the City/Library recommending acceptance.
- v. Final retainage released upon City and Library approval

5. City and Library Responsibilities:

- a. Right of entry to the properties
- b. Adjacent property owner notifications and public meeting notices.
- c. Previous available surveys, reports, etc.
- d. Paying all plan review fees and advertising costs.
- e. Furnishing all permits and providing permit review fees.
- f. Provide basemap drawing based upon city planimetrics showing contours, structures, right-of-way, property lines, easements, and all utilities including private sewer service connections.

6. **CMAR Fee Schedule:** Refer to Appendix B

Project Staffing Matrix - Pre Construction Services



FAYETTEVILLE LIBRARY EXPANSION

Contract Attachment:

Name of Individual Team Members	Billing Rate (\$/hr)	Location	Req'd Full Time or Part Time	Role														Total Hours by Individual	Total Staff Cost by Individual (Hrs x Rate)
		On site or off site location		Staff Assignments as identified below are Owner's minimum CM Base Staff Requirement	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18			
Preconstruction Services																			
Jason Miller	90	off site	Part Time	Pre-Construction Manager	30	30	40	40	40	40	40	40	40	40	40	40	460	41400	
Randall Russell	85	off site	Part Time	Lead Project Estimator	40	40	40	40	40	40	40	40	40	40	40	30	30	460	39100
Rebecca Walker	65	off site	Part Time	Estimator	0	0	0	8	10	10	20	20	20	20	30	40	178	11500	
Brad Hamilton	90	on site	Part Time	General Superintendent	10	10	10	10	10	10	10	10	10	10	20	80	200	18000	
Total Hours					80	80	90	98	100	100	110	110	110	110	120	190			
Notes															TOTAL		1298	\$	110,000

- All above referenced positions are required by the project as a minimum project staffing requirement.
- Billing Rate to include all related employment expenses including salary, benefits and general overhead costs only.
- General Overhead Costs include: printing, postage, phone, computers, software, office supplies, local travel/transportation
- The following if required, shall be considered reimbursable costs: Out of Town Travel, 3rd party onsite investigations, Permits



CITY OF
FAYETTEVILLE
ARKANSAS

RFQ 17-12, Appendix C

City of Fayetteville, AR
Purchasing Division, Room 306
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 479-575-8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATION)

**RFQ 17-12, Construction Manager Services
for Fayetteville Public Library Expansion**

DEADLINE: Wednesday, June 21, 2017 prior to 2:00:00 PM, local time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 05/11/17 and 06/01/17

No late qualifications will be accepted. RFQ'S shall be submitted in sealed envelopes labeled with the project name, contact name, and address of the Proposer. RFQ's shall be submitted in accordance with the attached City of Fayetteville specifications and RFQ documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Submittals shall be submitted in sealed envelopes labeled with the solicitation number, solicitation name, and name and address of the firm.

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

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

**City of Fayetteville, Arkansas and Fayetteville Public Library
Request for Statements of Qualification
RFQ 17-12, Construction Manager Services for Fayetteville Public Library Expansion**

The City of Fayetteville in coordination with the Fayetteville Public Library (City/Library) is accepting statements of qualifications from construction management firms licensed to do business within the State of Arkansas to provide, construction management / general contractor (CM/GC) services as a construction management at risk (CMAR) / guaranteed maximum (GMP) project for the LEED certified expansion to the existing Fayetteville Public Library Blair Building of approximately 80,000 square feet and renovate the existing library approximately 88,000 square feet.

Professional Services required include:

1. Ensure all funds are spent in accordance with State of Arkansas Procurement laws
2. Guaranteed maximum price construction
3. Estimating
4. Sub-contractor bidding
5. Project and change order pricing
6. Demolition
7. Schedule control
8. Cost reduction and control
9. Project coordination
10. Project close out
11. Warranty

To be considered, statements of qualification shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas by **Wednesday, June 21, 2017 before 2:00:00 PM**, local time.

Forms & addendums can be downloaded from the City's web site at <http://fayetteville-ar.gov/bids>. All questions regarding the process should be directed to Les McGaugh at lmcgaugh@fayetteville-ar.gov or (479)575-8220.

Statements of qualification submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

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

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

CITY OF FAYETTEVILLE, ARKANSAS

By: Les McGaugh

Title: Purchasing Agent

Ad dates: 05/11/17 and 06/01/17

City of Fayetteville

RFQ 17-12, Construction Manager Services for Fayetteville Public Library Expansion

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City of Fayetteville

RFQ 17-12, Construction Manager Services for Fayetteville Public Library Expansion

SECTION A: General Terms & Conditions

1. SUBMISSION OF A STATEMENT OF QUALIFICATION SHALL INCLUDE:

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in this documents as equal to statement of qualification.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.
- c. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers are also allowed to submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- d. All Proposers shall submit eight (8) identical paper copies of their statement of qualification as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be submitted as a SINGLE FILE in format acceptable to Adobe in a save able format.** Files contained on the CD or electronic media shall not be restricted against saving or printing. **The electronic copy shall be identical to the original papers submitted.** Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed and at that time only for the intended selection.
- f. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- h. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.
- i. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- j. Proposer is advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- k. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. RIGHTS OF CITY OF FAYETTEVILLE IN THIS PROCESS:

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

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

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

5. COSTS INCURRED BY PROPOSERS:

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

6. ORAL PRESENTATION:

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

7. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of

the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

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

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PAYMENTS AND INVOICING:

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

17. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

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

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

19. NON-EXCLUSIVE CONTRACT:

Award of this RFQ shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to

concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

20. ADDITIONAL REQUIREMENTS:

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

21. SERVICES AGREEMENT:

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

22. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

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

23. LOBBYING:

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

24. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred company with the federal, any state, or local government.

25. OTHER GENERAL CONDITIONS:

- a. Proposers shall provide the City with proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for statements of qualification is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for

reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. **Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for statements of qualification. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFQ. The RFQ is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFQ's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. INSURANCE:

- a. Any project selected under this RFQ shall require professional liability insurance in the amount of \$5 million US dollars, at minimum. Such Certificate of Insurance shall list the City and Library as an additional insured and not be required unless firm is awarded a contract. Certificate of insurance shall be provided within 10 (ten) calendar

days after contract award. The City reserves the right to provide builder's risk insurance in the event it results in a cost savings to the overall project.

- i. Professional/Comprehensive General Liability Insurance: Minimum \$5 million
- ii. Builder's Risk (if not provided by the City)
- iii. Worker's Compensation: Statutory amount
- iv. General Automotive Insurance as required by state law

27. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. 30 Points – Specialized experience and technical competence of the firm with respect to the type of professional services required
2. 25 Points – Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project
3. 25 Points – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines
4. 20 Points – Firm's proximity to and familiarity with the area in which the project is located

*****NOTE: Fees shall NOT be included with any statement of qualification.** Price shall not be a considered factor used to select a vendor. Price and fees will not be considered until the negotiating process and will be a factor in the award of any proposed contract. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor.

City of Fayetteville

RFQ 17-12, Construction Manager Services for Fayetteville Public Library Expansion

SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

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

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

PLEASE LIST FOUR (4) REFERENCES IN WHICH CMAR HAS PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS FOR PROJECTS OF SIMILAR SCOPE AND SIZE (All fields must be completed):

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

City of Fayetteville

RFQ 17-12, Construction Manager Services for Fayetteville Public Library Expansion

SECTION C: Signature Submittal

1. Disclosure Information

Proposer shall disclose any possible conflict of interest or disclose any financial interest with the City of Fayetteville or Fayetteville Public Library, including, but not limited to, any relationship with any City of Fayetteville, Fayetteville Public Library employee, or member of the Fayetteville Public Library Board of Trustees. Proposer response shall disclose if a known relationship exists between any principal or employee of submitting firm or its team members or sub-consultants, and any City of Fayetteville employee, Fayetteville Public Library employee, or elected City of Fayetteville or appointed Fayetteville Public Library Board of Trustee official.

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

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

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

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

2. Additional Information

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

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

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

E-Mail Address: _____

3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as

though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. .

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

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

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

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

6. SUB CONSULTANTS AND TEAM INFORMATION:

Proposer, hereby certifies that proposals from the following consultants were used in the preparation of this statement of qualification. Proposer shall attach additional pages if necessary. **This section only applies if CMAR is proposing a sub consultant for estimating, scheduling, accounting/payroll and non-construction trade services.**

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

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

NAME: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID#: _____ DUNS#: _____

PHONE: _____ FAX: _____

E-MAIL: _____

Signed by :

SIGNATURE: _____

PRINTED NAME : _____

TITLE: _____

DATE: _____

A). PROJECT SUMMARY

- I. The City of Fayetteville in coordination with the Fayetteville Public Library (City/Library) is accepting statements of qualifications from licensed professionals to provide construction management at risk/general contractor (CM/GC) services as a construction management at 401 W Mountain St., Fayetteville, AR 72701. This LEED certified expansion is expected to expand the existing Fayetteville Public Library Blair Building of approximately 80,000 square feet and renovate the existing library approximately 88,000 square feet. The Library has completed a Master Plan identifying space needs through 2030. The new expansion shall achieve a minimum standard of LEED Certification as designated by the U.S. Green Building Council (USGBC.). Meeting the living building challenge as defined by the Living Future Institute is desirable depending on funding availability.
- II. The City of Fayetteville and Library are currently in the process of selecting an architectural firm to serve as the lead design professional for this project.
- III. The expansion of the Fayetteville Public Library will be constructed by connecting to the existing Library and expanding onto the site of the former City Hospital. The City of Fayetteville/Library will abate and remove the existing asbestos in the old City Hospital building prior to contracting for the full demolition of the old City Hospital building by the CMAR. Asbestos removal is not included in the scope of this RFP.
- IV. On March 16, 2017, the Arkansas Supreme Court issued its opinion in *Stone Heirs v. Washington Regional Medical Center, et al*, CV-16-277, affirming the trial court's ruling in favor of the City of Fayetteville and Washington Regional Medical Center. The Stone heirs did not request a rehearing by the Court within the time permitted by law. The final mandate was then issued on April 4, 2017, and no further hearings or appeals will follow. The Library anticipates closing for possession of the land by the middle of May.
- V. **Phasing and award:** One contract will be awarded with multiple phases. Phase one will include demolition of the existing City Hospital structure. Phase two is intended to be the expansion of the new Library, following with Phase three for remodeling the existing Library. The balance of the contract will be contingent on Issuance of the Bond and formal approval from the Fayetteville City Council.
- VI. **Project funding:** The total project funding is encompassed by a combination of voter approved [August 9, 2016] bond issue (approximately \$26 million) and privately raised funds (approximately \$23 million) and is expected to be completed in two (2) or more phases contingent on raising private funding.

B). PROJECT INFORMATION & REQUIREMENTS

- I. Request for Qualifications (RFQ) responses shall be submitted from one single primary construction manager firm with each additional contracted third party as a subcontractor to the primary. The primary firm in addition to any contracted third party shall be disclosed with the RFQ response and be considered the project team for the overall construction scope of the project. This requirement to provide sub-

consultant professionals does not include subcontractor trades for the actual construction items (Electrical, HVAC, etc.) as those items will be bid by the CMAR after contract award.

- I. Responses **shall not include** price or hourly rates, or any pricing structure. Pricing shall be negotiated with the top ranked selected firm only and is not considered part of this selection. The City intends negotiate each phase as a not to exceed fee with the selected firm.
- II. It is the intent of this project to enter into a mutually beneficial agreement indicated by the draft provided with this RFQ.
 - a. Reference Section E for a draft agreement intended to be used with this project (expected to be issued via addendum after finalization). Final agreement is subject to negotiation with the final selected firm.
- III. The Primary responding firm shall be experienced in constructing, renovating or expanding municipal public libraries or other renovations and expansions of similar nature. Respondents to this RFQ shall submit at least three (3) similar type projects within the past 10 years that demonstrates new, remodel, or additions to existing libraries or similar projects. Projects listed shall have been completed by the employees/associates that will be assigned to this project.
- IV. At least one firm on the project team shall have successful proven experience and available certifications from the USGBC in constructing LEED Certified Buildings.

C). SCOPE OF WORK

- I. **Overview:** Anticipated phases are identified below with associated scope of work. Scope of work is not limited to any additional industry standard scope of work necessary to complete each phase. **Coordination with the selected architectural team is critical for all phases. Selected Primary firm shall coordinate with the architectural team in order to achieve best value for the overall success of the project, including working to achieve maximum cost savings.**
- II. **PHASE 1: Demolition and stabilization of former City Hospital**
 - a. CMAR shall assist the City/Library selected Architectural team to develop cost estimates for demolition, bid documents, procurement in coordination with the City, administration of sub-contractors, etc. Asbestos removal will be completed by the City/Library before demolition.
- III. **PHASE 2: Expansion of Library**
 - a. Provide industry standard construction manager services, including but not limited to: development of costs, identifying potential design changes which could result in cost savings or energy efficiency, interact with the design team for review of documents, etc.
 - b. Coordinate with the architectural team to prepare and submit three (3) sets of Schematic Design Documents, Preliminary Specifications, schematic cost estimate and schedule to the City/Library staff for review and approval. (15% plan review).
 - i. After receiving schematic design comments, meet with applicable divisions to resolve comments in preparation for review by Planning Commission
 - ii. Assist architectural team in responding in writing to all City/Library comments on plans
 - iii. Assist architectural team in coordinating with private utilities and service providers

c. Design Development Phase

- i. Assist architectural team to define and develop all trade bid packages. Those packages shall be reviewed and approved by the City of Fayetteville and Library representatives prior to being released for the bidding process.
- ii. Coordinate with the architectural team to prepare and submit three (3) sets of Design Development Documents including Detailed Specifications, Detailed Cost Estimate and schedule to the City/Library staff for review and approval. (50% plan review). Components to include:
 - 1. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
 - 2. Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Fire Protection and landscaping
 - 3. Exterior elevations, rendering and color palette
 - 4. Building sections and details
 - 5. Interior elevations, casework and millwork elevations
 - 6. Drainage Study and calculations, as required by City
 - 7. Report addressing all City's Design Criteria and Code requirements
- iii. Assist architectural team in Respond in writing to all City comments on plans
- iv. Assist architectural team in coordination of final utility plans.
- v. Facilitate with architectural team and City/Library cost-benefit analyses to determine most cost effective construction after evaluation of life-cycle cost impact.

d. Construction Documents Phase

- i. Assist architectural team in completing Construction Documents/Plans and Specifications. Architectural team will submit three (3) sets to City staff, and electronic versions as necessary, for Code and general review and approval as well as Construction Manager and City/Library for cost analyses. (90% plan review).
- ii. Attend follow up meetings with City Development Services and Fire Marshall
- iii. Complete Platting and record Plat
- iv. Complete final coordination with private utilities and service providers
- v. Assist architectural team to prepare and submit three (3) complete sets of Construction Documents, and electronic versions as necessary, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to:
 - 1. Fayetteville Public Library/City of Fayetteville Development Services for review and approval (100% plan review)
- vi. Assist architectural team in correcting plans to reflect issues noted by Review for Permit, inclusive of any necessary redesign prompted from the permit process.
- vii. Construction Documents/Plans, Specifications and Project Drawings shall be routed through the City of Fayetteville Development Services, Planning, Engineering, Building Safety, Fire Marshal, and Urban Forestry for required approvals.

e. Bid Phase

- i. Coordinate with City Purchasing Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Purchasing Policies.

- ii. Provide services for reproduction and dissemination of bid sets (project manual and stamped drawings) to the City/Library [PM (1), Purchasing (1) and interested bidders]. Documents should be made available to any interested party electronically at no cost.
- iii. Provide distribution of plans to all interested parties.
 - 1. Maintain open communication with the City of Fayetteville Purchasing Division throughout the bidding process.
 - 2. Distribution of all documents shall be done in a fair and unbiased manner while keeping all interested parties on equal terms.
 - 3. Document and keep an updated accurate record of plan holder's and provide updated listings to all interested parties in a timely manner.
 - 4. Answers to questions and inquiries shall be made in the form of an addendum and shall be provided to all interested parties at the same time.
- iv. Coordinate with City Purchasing Division during pre-bid meeting, facilitate and attend the Bid Opening.
- v. Maintain open communication with the City Purchasing Division during any process involving Request for Information (RFI).
- vi. Any addenda shall be provided to the Purchasing Division, for coordination with the City and Library, for review and approval in advance of issuance. Bidders, interested parties, and plan holders shall receive all information included in an addenda at the time addenda is issued.
- vii. In the event the CMAR desires to self-perform a portion of the work or a trade package, the CMAR shall submit a bid package in the same time and manner as other interested parties.
- viii. In an effort to facilitate the bid opening in a vendor neutral space, the bid opening shall be held at the City of Fayetteville Administration Building, City Hall, at a time and date coordinated in advance with the City Purchasing Division.
- ix. Assist with design of Bid Proposal
- x. Review Architect's Recommendation of Award Letter that includes the following required content (and assist with):
 - 1. Check for math errors and reconcile any mathematical discrepancies
 - 2. Review for unbalance bid items
 - 3. Coordinate with the City Purchasing Division in finalizing a Certified Bid Tabulation including Engineer's estimate
 - 4. Review of contractor's financial standing and references provided
 - 5. Explanation of discrepancies between the Engineer's estimate and bids
 - 6. Meeting with the City and Library to provide a formal written recommendation of award
- xi. Attend City Council/Library Board of Trustee meeting(s) for the recommendation for award of Contract(s) for Construction.

f. Construction Administration Phase

- i. Put forth diligent and fiscally responsible efforts to ensure the project will be completed on time and within budget.
- ii. Attend Pre-Construction meeting and conduct regular as jointly determined by City/Library and Architect construction progress meetings.

- iii. Coordinate with City, Library, and Architect on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.
- iv. City/Library intends to provide regular construction administration services. Architect will provide field services, progress meetings, and progress payment review and assistance on a bi-monthly basis.
- v. Review site visit report from the architectural team, City of Fayetteville Facilities Management Division, and Library Representative at least one (1) time per month.
- vi. Coordinate with the architectural team to conduct Substantial Completion Inspection, coordinate with architect to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.
- vii. City of Fayetteville Facilities Management Division, CMAR, and Library Representative shall be notified to attend all on-site meetings, review and approve all pay requests, and change order review prior to Mayor's approval.

g. Project Close Out

- i. Provide Warranty Services during the entire Warranty Period. Architect to issue Warranty Reports and review items after the CM has notified the City/Library that these items are complete.
- ii. Provide support services as needed during the project close out process.
- iii. Provide close out submittal to the architectural team for completeness before transmitting to the City/Library which include but are not limited to:
 - 1. Contractor's red lines and as-built notes
 - 2. Warranty information
 - 3. Material Safety Data Sheet (MSDS)
 - 4. Operating Manuals
 - 5. Start up and testing reports
 - 6. Building commissioner report
 - 7. As-Built record drawings (in hard copy and digital format)
 - 8. Produce a project narrative that provides a comprehensive review of the construction activities for the project with a project narrative submitted for City/Library approval at the completion of each contract phase.

IV. PHASE 3: Renovation of existing Library

- a. Scope to be finalized prior to contract execution of Expansion phase.

D). PROFESSIONAL SERVICES AND ADDITIONAL REQUIREMENTS:

1. Professional Services:

- a. Any entity responding to this RFQ shall be a current licensed contractor with the State of Arkansas Contractor's Licensing Board. Failure to hold a current contractor's license shall result in submittal rejection. All subcontractors on the project shall be properly licensed by the State of Arkansas Contractor's Licensing Board.
- b. Any industry standard cost share or savings incentive practices desired for discussion during contract negotiations should be disclosed with RFQ response. Cost sharing practice shall be presented in the format of a general best practices approach and contract terms and shall not

include pricing related figures. Pricing and fees are not part of the selection criteria and shall not be include with RFQ submittal.

- c. The resulting contract of this solicitation shall be a Guaranteed Maximum Price (GMP) construction contract; however, price itself shall not be considered until a vendor has been selected based on qualifications. Price will be negotiated with the most qualified vendor, as evaluated and voted by the selection committee. **Responses to this RFQ shall not include price.**
- d. Estimating
- e. Performance and payment bonding. After a contract has been awarded to the selected construction manager (CM) and within ten (10) calendar days of the final construction contract finalized, provide a 100% separate performance and payment bond to the City of Fayetteville after being file marked at the Washington County Circuit Clerk's Office.
 - A. Construction contracts for the project shall not be entered into between the CM and sub-contractor without a 100% payment and performance bond in the amount of the contract and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties prior to the start of work.
- f. After contract award, the awarded CM shall furnish a certificate of insurance showing that insurance policies are carried in amounts acceptable to the City and Library. Forms of insurance shall be, Comprehensive General Liability, Builder's Risk, Property Damage Insurance, Worker's Compensation, and Automobile coverage. Such insurance shall be kept in full force and in effect until all work has been satisfactorily completed and accepted. All certificates of insurance shall list the City of Fayetteville and the Library as an additional insured. The City of Fayetteville reserves the right to bind builder's risk insurance for this project in the event it results in a cost savings to the City and/or Library.
- g. Ensure all funds spent are in accordance with State of Arkansas procurement laws.
- h. Project and change order pricing
- i. Demolition
- j. Schedule control
- k. Cost reduction and control
- l. Project coordination
- m. Project close out
- n. Warranty

2. Submittal Requirements: The RFQ submittal should contain the following response items arranged in order, tabbed, and with a table of contents. In order to issue a uniform review process and to obtain the maximum degree of comparability, it is required that the submittal be organized in the manner specified.

- a. **Title Page:** Show the name of agency/firm, address, and telephone number, name of contact person, date, and subject: RFQ 17-12.
- b. **Table of Contents:** Include a clear identification of the material by section and by page number.

- c. Letter of Interest: Name, address, brief history of firm and Submitter's interest in the proposed project. Briefly state the agency/firm understands of the work to be done and make a positive commitment to perform the work. Give the name of the person(s) who will be authorized to make representation for the Submitter, their titles, addresses and telephone numbers. Describe the perceived strengths to carry out the project.
- d. Project Team Organization: Provide an organizational chart indicating the relationship between the Submitter's staff members who have responsibilities related to this project. Indicate on the chart the names of key personnel and their titles. Submit professional qualifications and resumes of staff to be assigned to this project, showing where they have been performed work on similar projects including Construction Management GMP projects.
- e. Specialized and Past Experience: Provide information regarding your past experience in providing the services requested in this RFQ including information pertaining to customer satisfaction, timely completion, and meeting budgets on similar projects executed under a GMP contracting format. Actual price and fees shall **not** be included in submittal.
- f. Schedule: Submitter shall provide a general schedule for the completion of the scope of the specified project.
- g. Additional Background: All Submitters are invited to include a maximum of two pages of information not included above which may be useful and applicable to this project.

3. Items to Specifically Include with Response: Responses shall include the following in addition to other requirements specified.

- a. Experience of key personnel in the pre-construction and construction phases on the renovation/expansion of occupied public buildings.
- b. Project experience (within the past ten years) of, renovation/expansion of occupied buildings of similar scope and size and multi phased technically challenging renovation projects, particularly in locations with tight site constraints.
- c. Prior experience constructing or renovating buildings under the LEED rating system.
- d. Statement regarding understanding of pre-construction services and approach to billing for pre-construction services. Included as part of this statement should include a clear definition of understanding for what a Guaranteed Maximum Price (GMP) means.
- e. Records of management teams on similar projects with timely completion, and high quality workmanship.
- f. Records of previous similar projects with owner verification and contact information. Please provide contact information including reference contacts of the owner and architect on at least 3 projects. These projects should be within the past five years.
- g. Specific experience and capabilities of working with Building Information Modeling (BIM) software.
- h. Current and projected workload
- i. Current maximum bonding capacity and rate
- j. Proof of licensure from the State of Arkansas Contractor's Licensing Board

E). ANTICIPATED PROJECT TIMELINE:

Selection Committee members include Wade Abernathy, Paul Becker, Chris Brown, Adella Gray, Sam Palmer, Steve Davis, and David Johnson. All interested parties are advised per City Policy, all contact between interested parties and the City or Library shall be through the City of Fayetteville Purchasing Division. Interested parties are strictly forbidden to discuss this project with any City Staff member or Elected Official.

F). ANTICIPATED PROJECT TIMELINE:

RFQ 17-12, Construction Manager Services - Fayetteville Public Library Expansion		
Tentative Timeline as of 05/11/17		
Action Item	Revised Date	Note
Advertisement 1 of 2 for RFQ	Thursday, May 11, 2017	
Advertisement 2 of 2 for RFQ	Thursday, June 01, 2017	
Deadline for RFP	Wednesday, June 21, 2017	Prior to 2:00 PM, local time
Inform short listed vendors of interview	Friday, July 07, 2017	By end of day
Interviews with short listed vendors	Wednesday, July 12, 2017	
Deadline for contract negotiations with selected firm	Tuesday, July 25, 2017	
City Council Agenda Deadline	Friday, July 28, 2017	4:00 PM - City Clerk
City Council Agenda Session	Tuesday, August 08, 2017	4:30 PM
City Council Meeting	Tuesday, August 15, 2017	
PO Issue Date	Friday, August 25, 2017	After receipt of Certificate of Insurance
Start date of Contract	Monday, August 28, 2017	
*Timeline is subject change based on project needs.		

CONSTRUCTION MANAGER QUALIFICATION



created exclusively for:



CITY OF
FAYETTEVILLE
ARKANSAS

LIBRARY EXPANSION PROJECT

CROSSLAND
CONSTRUCTION COMPANY, INC.

imagine the
POSSIBILITIES



COVER LETTER

A letter from Chris Schnurbusch, President of the Southeast Region, regarding Crossland's interest in your project.

June 21, 2017

Mr. Les McGaugh
Purchasing Agent
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: RFQ 17-12, CONSTRUCTION MANAGER SERVICES FOR FAYETTEVILLE PUBLIC LIBRARY EXPANSION

Dear Mr. McGaugh,

Our team is excited about your upcoming Library Renovation and Expansion Project, and is pleased to submit our firm's qualifications for your review this afternoon. Over the past few weeks, we have examined your project site, the proposed conceptual renderings and all documentation associated with this major community project. We know that our team would bring an invaluable resource and knowledge base to the City of Fayetteville, and would love to guide your landmark project to success.

It is hard to believe that its been over ten years since Crossland built your original library facility. The 21st century library is an exciting, ever-changing cultural center, and we understand that your facility needs to evolve over time to better engage the public. Crossland would love to partner with the City of Fayetteville to renovate and expand your facility, continuing the work we began over a decade ago.

As President of the Southeast Region, I will serve as your Project Executive, with Jason Miller, Pre-Construction Director and Randall Russell, Lead Estimator, managing your project in the Pre-Construction Phase. Further discussion of your project's goals, needs and expectations will assist our team further develop a group of professionals to manage your project through the Pre-Construction and Construction Phases.

Crossland will bring a unique depth of knowledge to the City of Fayetteville as your Construction Manager. As the Library's original builder, our team is acutely aware of your projects composition and history, and has the original construction team in-house to glean wisdom from as we continue construction on this site. Our Rogers-based management team understands your project's location and its challenges - including pedestrian safety and traffic concerns, the minimal construction laydown area and phasing measures necessary to keep your library open throughout the construction phase. Our team will use our extensive knowledge of high-profile civic projects, as well as our strong base of local subcontractors and suppliers to help your project progress as desired. Our award-winning self-performance services could also be of use to the City of Fayetteville, as you embark on this quality, but value-conscious project.

The Construction Management delivery method is a key component to Crossland's success in this region, and we believe it is an excellent management system for the City of Fayetteville's upcoming project. In our opinion, Construction Management can be simplified down to one word - trust. A Construction Manager is chosen to lead the construction effort because the project team has proven itself trustworthy, reliable and vigilant when it comes to serving and protecting the Client. Our team takes our role as your Construction Manager seriously, and will be a vigilant guardian of your projects resources and vision.

Finally, we consider ourselves Community Builders, and have established strong client relationships throughout the State of Arkansas. For over twenty years Crossland has been an active leader in the construction and development of Northwest Arkansas. We are committed to this region and its success because nearly three-hundred of our employees call Northwest Arkansas home. These employees are passionate about bettering our communities through construction efforts and serving our scores of local clients with the trust, responsibility, integrity and passion for which they've become known.

Our team is confident that we can manage your project with a level of excellence that this community deserves. We would be honored to sit down with the City of Fayetteville and discuss this project, and your vision for it, at your earliest opportunity.

Sincerely,

Chris Schnurbusch
President of the Southeast Region



FIRM INTRODUCTION

A brief overview of our firm history, locations, services and commitment to Northwest Arkansas



BENTONVILLE COMMUNITY CENTER



ARKANSAS MUSIC PAVILION

corporate office:
COLUMBUS, KS

arkansas office:
ROGERS, AR

additional regional offices:
TULSA, OK
KANSAS CITY, MO
OKLAHOMA CITY, OK
PROSPER, TX
WICHITA, KS
CENTENNIAL, CO

A FIRM FOUNDATION

Crossland Construction Company, Inc. is among the nation's Top 100 Contractors, ranked #79 by Engineering News Record. Honored to be a leader in the industry, our team builds each and every project on our solid foundation of trust, responsibility, integrity, and passion.

Established by Ivan Crossland, Sr. in 1977, and incorporated in the State of Kansas in 1978, Crossland is one of the region's fastest growing construction firms. With impressive self-performance capabilities, production resources and a nationally recognized, educated workforce, our team strives to deliver an excellent project and construction experience to our clients. That's probably why over 60% of our business is return customers - we believe in delivering a product so superior to our competitors, that you will want to be a Crossland customer for life.

Crossland considers it an honor to be the first choice for scores of clients across the State of Arkansas. While our firm has roots spreading across the nation, our organization is deeply tied to our clients and communities right here in Northwest Arkansas, and we look forward to contributing to the Ozarks for decades to come.

SERVICES

Pre-Construction
Design/Build
Construction Management
General Contracting
LEED Certified Builder

ORGANIZATION

Owned & Operated by the Crossland Family
1500+ Employees
Nationally Ranked Company
Self-Performs Approx 40% of Work Annually
Minority-Owned Builder



PRODUCTION RESOURCES

An overview of our firms resources and capabilities.

Crossland is a firm with the capacity, capability and production resources necessary to meet and exceed Fayetteville's expectations. With an impressive current and projected workload, employee base, and a \$45 million in-house equipment fleet, we're prepared to bring both stability, and competitive pricing to the City of Fayetteville from start to finish.

In addition to our in-house capabilities, we plan to utilize many Northwest Arkansas-based, pre-qualified subcontractors to your project(s). We recognize the value local craftsmen bring to your project, and look forward to guiding them and your project to success.

EMPLOYEES

199
Management
Employees



1508
Total Employees



1209
Total Field
Employees



WORKLOAD

\$916,025,825

Current Backlog

1,023,000,000

Projected Revenue

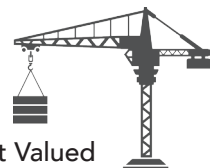


OUR RESOURCES



1861

Pre-Qualified
Subcontractors within
100 miles of Fayetteville



Fleet Valued

at Over

\$45,000,000



LOCAL SUBCONTRACTORS

EQUIPMENT FLEET



SELF-PERFORMANCE CAPABILITIES

We aren't just managers, we're Real Builders.

REAL BUILDERS.

Crossland Construction Company, Inc. has some of the most impressive self-performance capabilities of any builder in the region. While many Construction Managers remain perched in their offices, our team is known for a hands-on, boots-on-the-ground approach that saves our clients time and money. We take a lot of pride in not only managing projects but also putting work into place - we're Real Builders.

Our self-performance capabilities enable us to set the tone and pace of the construction, control project costs, and establish standards of quality and safety. With an award-winning, skilled workforce of over 1,200 field craftsmen, empowered with a multi-million dollar equipment fleet, your project is in good hands.

Crossland operates on a foundation of integrity, and submits a sealed bid for its self-performance services just like any other subcontractor on bid day. Our team would be interested in self-performing certain components of your project.

OUR CAPABILITIES

 EARTHWORK - Site Grading - Clearing - Road Construction		 STEEL ERECTION - Structural Steel - Pre-Engineered Metal Building - Millwright	
	 CONCRETE - Foundations Flatwork - Retaining Wall Bridges - Elevated Structural Concrete		 SITE UTILITIES - Sanitary Sewer - Water Distribution - Storm Sewer
 CARPENTRY - Rough Carpentry - Installation of Doors, Hardware and Specialty Items - Standing and Running Trim		 EQUIPMENT FLEET \$45 Million in Equipment - TopCon GPS Technology - In-House Surveying with 3D Modeling Capabilities	



PRIMARY CONTACT

Contact information for Chris Schnurbusch, President of the Southeast Region.



CHRIS SCHNURBUSCH



office phone: **479.464.7077**



cell phone: **479.531.3328**



email: **cjs@crossland.com**



fax: **479.464.7050**



address: **1800 S. 52nd St, Ste 410
Rogers, AR 72758**

your

PRIMARY CONTACT

Chris Schnurbusch, President of the Southeast Region will serve as Project Executive and principal contact for all Fayetteville Projects. Chris has the full confidence of Crossland, and has the authorization necessary to contractually commit Crossland to your project.

As your Project Executive, Chris will select your project team members, as well as oversee your project and its milestones. If you have any questions, please feel free to reach out to Chris using the contact information below.



PRE-CONSTRUCTION TEAM

An overview of the project team's qualification's and experience.



DESCRIPTION OF JOB DUTIES

As Project Executive, Chris will provide overall direction for your project. He will help establish project objectives, policies, procedures, and performance standards. Chris will have corporate responsibility for project execution within the contractual framework. He is responsible to Crossland's corporate officials for resolution of any issue unable to be resolved at the project level.



CHRIS SCHNURBUSCH

PRESIDENT SOUTHEAST DIVISION

PROJECT EXPERIENCE (Partial List)

- VA Medical Center, Fayetteville, AR, \$62.5M
- Springdale High Schools, Springdale, AR, \$42M
- Siloam Springs High School, Siloam Springs, AR, \$32.8M
- Naturals Baseball Stadium, Springdale, AR, \$30M
- Fayetteville Public Library, Fayetteville, AR, \$24M
- Bentonville High School, Bentonville, AR, \$23M
- World Trade Center, Rogers, AR, \$15M
- Bentonville Community Center, Bentonville, AR, \$15M
- Cooper Elementary, Bella Vista, AR, \$12M
- Pinnacle Center 4, Rogers, AR, \$11M
- Horsebarn Office/Retail Complex, Rogers, AR, \$10M
- Barker Middle School, Rogers, AR, \$8.4M
- Bentonville High School Theatre, Bentonville, AR, \$6.5M
- University of Arkansas Science Towers, Fayetteville, AR, \$6.5M
- Walmart Super Center, Siloam Springs, AR, \$6.1M
- UAMS Arkansas Children's Hospital, Little Rock, AR \$6M
- Cherokee County Jail, Columbus, KS, \$6M
- Beau Cheney Office/Retail/Medical Complex, Bentonville, AR, \$5M
- Bentonville Juvenile Justice Center, Bentonville, AR, \$5M
- Pinnacle Hills Building G, Rogers, AR, \$4.3M
- Aert Warehouse, Watts, OK, \$3M

PROJECT ASSIGNMENT

Project Executive

YEARS OF EXPERIENCE

25 Years

EDUCATION

Bachelor of Science
Construction Management
Pittsburg State University

CERTIFICATIONS

Smith Driving Certification

LEED AP Certification

CPR/First Aid



PROJECT TEAM

An overview of the project team's qualification's and experience.



DESCRIPTION OF JOB DUTIES

As Pre-Construction Manager, Jason will work with the Estimating Team and in close collaboration with the Client, Architect and Project Manager to produce cost estimates throughout the Pre-Construction Phase to provide accurate information for timely decision making. He will also be responsible for the team coordination involving value analysis, constructability reviews, sustainable construction recommendations and subcontractor input and pricing.



JASON MILLER

PRE-CONSTRUCTION MANAGER

PROJECT EXPERIENCE (Partial List)

- VA Medical Center, Fayetteville, AR, \$68M
- Hunt Tower, Rogers, AR, \$33M
- Siloam Springs High School, Siloam Springs, AR, \$32.8M
- Arvest Bank Operations West Building Addition, Lowell, AR, \$5M
- Arvest Bank Remodel, MO, \$300,000
- Arkansas Music Pavilion (AMP), Rogers, AR, \$7M
- Lane Hotel Historic Renovation, Rogers, AR, \$12 M
- Advantage Sales & Marketing TI, Rogers, AR, \$3.5M
- Bayer Pharmaceuticals TI, Rogers, AR, \$1M
- Siloam Springs Industrial Arts Facility, Siloam Springs, AR, \$1.5M
- Siloam Springs H.S. Football Stadium, Siloam Springs, AR, \$5M
- Siloam Springs Middle School, Siloam Springs, AR, \$7M
- Target Store Remodels, Nashville, TN (5 Concurrent), \$4.5M
- Target Store Remodels, Oklahoma City, OK (4 Concurrent), \$4M
- Beaver Water Administration, Lowell, AR, \$4.5M
- FedEx Ground, Lowell, AR, \$1.4M

PROJECT ASSIGNMENT

Pre-Construction Manager

YEARS OF EXPERIENCE

10 Years

EDUCATION

Bachelor of Science
Construction Science
Kansas State University

CERTIFICATIONS

Construction Quality Management
Certified by U.S. Army Corp. of Engineers

Green Advantage Contractor -
Certified

ACI Field Technician Certification

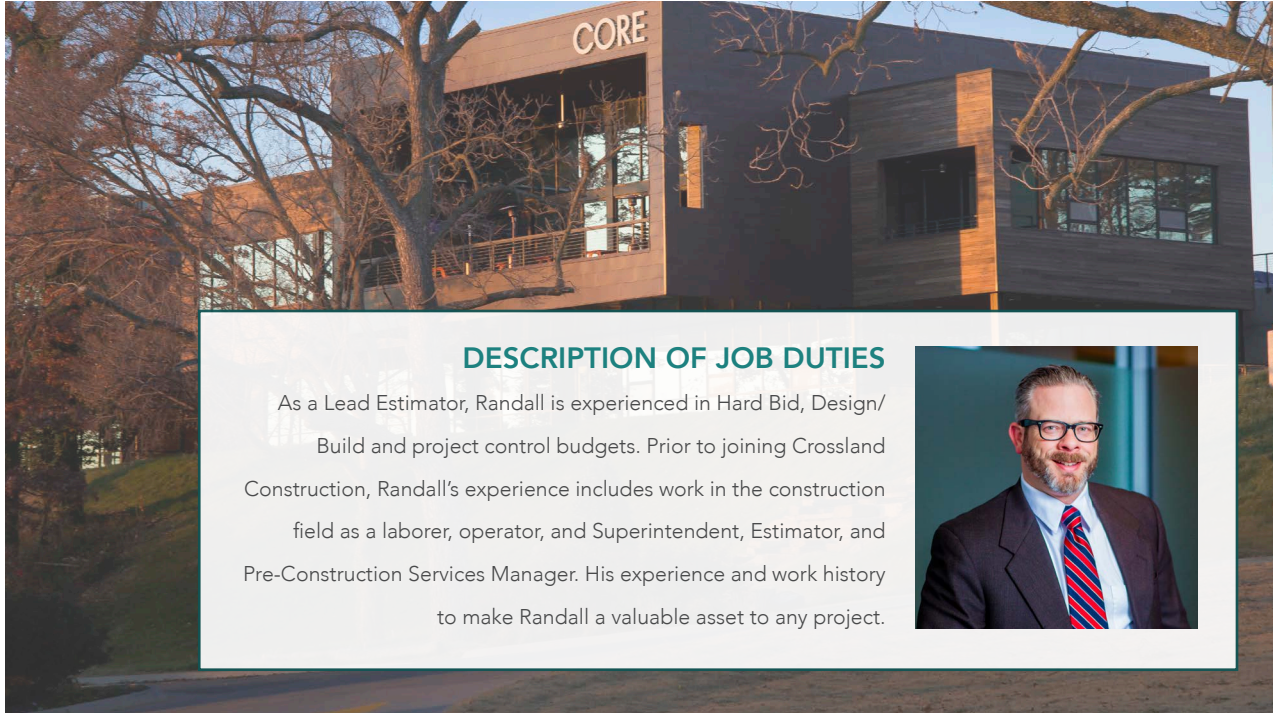
OSHA 30 hour

LEED Green Associate-Certified



PROJECT TEAM

An overview of the project team's qualification's and experience.



DESCRIPTION OF JOB DUTIES

As a Lead Estimator, Randall is experienced in Hard Bid, Design/Build and project control budgets. Prior to joining Crossland Construction, Randall's experience includes work in the construction field as a laborer, operator, and Superintendent, Estimator, and Pre-Construction Services Manager. His experience and work history to make Randall a valuable asset to any project.



RANDALL RUSSELL

LEAD ESTIMATOR

PROJECT EXPERIENCE (Partial List)

- Hunt Tower, Rogers, AR (LEED Certified), \$33M
- Walmart Home Office Renovations, Various Projects, Fayetteville, AR \$15M
- Woodside Village, Kansas City, MO, \$53 M
- Springdale High School Addition and Renovations, \$15.5 M
- Baxter Springs Schools, Baxter Springs, KS \$10M
- Lowe and Campbell Office Building Renovation, Kansas City, MO, \$7M
- Siloam Springs Middle School Renovations, Siloam Springs, AR, \$7M
- Southland Casino Renovation, West Memphis, AR, \$7M
- Washington Regional Medical Center Addition and Renovation, \$48 M*
- Garland Avenue Parking Garage and Retail Center, University of Arkansas, Fayetteville, AR \$26M*
- Mountain Home Elementary, \$17M*
- University of Arkansas Bookstore, \$15M*
- Sonora Elementary, \$14M*
- Washington Regional Senior Center, \$13M*
- Pea Ridge Middle School, \$9M*
- Toyota of Northwest Arkansas, \$8M*

PROJECT ASSIGNMENT

Lead Estimator

YEARS OF EXPERIENCE

18 Years

EDUCATION

Bachelor of Science
Construction Management
Oklahoma State University

CERTIFICATIONS

OSHA 30 Hour

Certified Professional Estimator
(Certified by the American Society
of Professional Estimators)



An overview of the professional services offered for the Fayetteville Public Library Expansion Project.

STATE OF ARKANSAS PROCUREMENT LAWS

Crossland has been an active member of the Arkansas construction industry for decades and considers it an honor to be a top-performer in the Natural State. Over the years our firm has established itself as a leader that operates on a solid foundation of our core values - trust, responsibility, integrity and passion - and we are determined to remain in full compliance with all state laws and codes. Your project team is acutely apprised to all applicable State of Arkansas Procurement Laws, and is prepared to meet all obligations and standards associated with them.

ESTIMATING & GMP CONSTRUCTION

»»»» CONCEPTUAL ESTIMATE

Crossland has a long history of providing accurate and efficient estimating and budgeting services. Under a Construction Manager at Risk project delivery method, our budgeting process begins with the development of a conceptual estimate. The conceptual estimate can be developed with minimal information, such as program goals and building square footage. We have an extensive cost database of educational facilities, which we manage with our Modelogix software. This software allows us to sort cost histories and apply those costs to your project type and size to accurately establish preliminary budget expectations. Upon establishing realistic budget expectations for your project, we will further develop a conceptual estimate based on the specific size, location, and use of the project.

A detailed conceptual estimate will include information such as an itemized breakdown of all direct construction costs, expected quantities of all work items, preliminary specification expectations, preliminary general condition and fee costs, and a detailed list of scope assumptions. The conceptual estimate is the basis on which all other estimates are based. We pride ourselves on the accuracy of our budget development, and have a proven record of our conceptual estimates being within 3% of the final GMP.

»»»» DESIGN DEVELOPMENT

Crossland does not sit on the sidelines during the Design Phase as your project's design is being developed. Our team takes pride in working synergistically alongside the design team to ensure that project costs are aligned with the conceptual estimate. Each aspect of the project, including material selection, construction installation means and methods, product lead times, and market conditions, is thoroughly discussed and the estimate is updated in real time. As the need arises, we will consult with local subcontractors and suppliers to get opinions of probable cost on any unique items or materials the design is proposing. With real time updates to the estimate, we can deliver a Design Development Estimate at the time the design team delivers the Design Development documents. The result of this type of engagement with the design team is the elimination of a pause in design work in order for a Design Development budget to be established.

»»»» 50% CONSTRUCTION DOCUMENTS

As construction document production begins, our team remains fully engaged with the design team, vetting very specific details, analyzing the sequence of construction, investigating availability and lead times of products proposed by the design team, and performing constructability reviews of each aspect of the project, and providing feedback as to how these affect the estimate and the schedule. >>>



An overview of the professional services offered for the Fayetteville Public Library Expansion Project.

ESTIMATING & GMP CONSTRUCTION (CONT'D)

»»»» 50% CONSTRUCTION DOCUMENTS (CONT'D)

More subcontractor and supplier involvement will be seen during this phase of the design to provide input on system-to-system interaction and how those interactions affect the constructability of the project. At the completion of the 50% Construction Documents, our goal is to provide confirmation of the Design Development Estimate and provide a clear path to the completion of a design that provides a clear and concise direction. This ensures that field personnel can construct the project with little or no constructability issues.

»»»» FINAL ESTIMATE / GUARANTEED MAXIMUM PRICE

Due to our continual involvement during the Design Phase, we go into final pricing with a high level of confidence of the estimate, and often establish a Guaranteed Maximum Price prior to completion of construction documents. At the completion of the design, we will issue the plans and specifications, as well as detailed bid packages for each scope of work, to our vast network of subcontractors and suppliers to procure firm and guaranteed quotes for every aspect of the project. By using the Construction Manager at Risk delivery method, we are able to thoroughly vet and scope all bids, obtain commitments from material suppliers to hold prices for items purchased in the later portion of the schedule, develop a detailed breakdown of all material and labor costs and how they correlate to the previously established estimate, and present to you a complete final estimate that is within the budget established for your project.

BID PACKAGE DEVELOPMENT

Crossland Construction understands the importance developing accurate bid packages in the procurement of trade contractor and supplier contracts. Our bid packages are essentially a portfolio of all the documents need to take part in the project. Potential bidders will be given a description of skills and qualification requirements needed to complete the project on and time and on budget and meet our quality requirements.

»»»» OUR BID PACKAGES INCLUDE (AT MINIMUM):

- Design documents
- Detailed specifications
- Synopsis of the project
- Timelines for project completion
- Project background information (if applicable)
- A detailed scope of work required for each trade

Unique bid packages are developed for each project. We customize bid packages to reflect requirements due to project location, complexity, schedule requirements, and current construction economy. In some cases, we may offer the option to combine bid packages, particularly when an economy of scale savings can be realized. The option to bid a partial bid package can also be effective, especially when the project requirements are very unique and limited to a small number of skilled craftsmen. The ability to submit partial bid packages also encourages small, local firms within a community to participate in a project. This flexible approach will ensure the most cost effective procurement process for the project and offer the owner the greatest overall value.



BID DAY SUBMITTAL COLLECTION

Bid Day is an important day for any project, and requires proper communication, planning and transparency from all parties.

Bids are submitted to Crossland on a predetermined date and time, and at a location agreed upon by the entire Project Team. All members of the team are encouraged to attend Bid Day events. Once bids are received, we confirm the financial capacity and insurance compliance of all bidders, then review their bids against each bid package to ensure they are complete,

Once subcontractor and supplier bids have been confirmed to be complete and each company's ability to complete the project has been confirmed, Crossland will make recommendations to the entire project team for review. The 'open book' nature of this process ensures each team member is given the opportunity to offer input in the subcontractor and supplier selection process.

CHANGE ORDER MANAGEMENT

A change order or variation request identifies a possible change in scope from what is documented in the project contract. Crossland Construction will succinctly state the extent and implications of any change in design or scope of work. This provides a clear baseline for the ensuing discussions between all project team members. Within the collaborative culture of the project, any participating organization that identifies a change in the contracted scope of works is expected to report that change and provide evidence to support it.

»»»» COMMON SOURCES OF CHANGE ORDER GENERATION INCLUDE:

DESIGN MODIFICATIONS: Involves revisions to the contract documents. These changes are usually initiated by the owner or the owner's representative. Design modifications generally the primary cause of change orders on projects

CHANGED CONDITIONS: This change reflects the actual physical conditions that were encountered that were unforeseen and materially different from the conditions that were identified in the contract documents.

ADDITIONAL/REDUCED SCOPE OF WORK: At the owner's discretion, the contract scope of may be expanded as a result of enhancements to the design or reduced because of budget considerations and value engineering.

OWNER-DIRECTED SCHEDULE ACCELERATION OR SLOWDOWN: Based on the owner's directive to modify the contractor's planned performance on a project which may cause additional costs to be incurred as a result of acceleration or delay requirements.

A Change Order represents the mutual consensus between the parties on a change to the work, the price, the schedule, or some other term of the contract. For a project to be successful, it is important for project management to be committed to processing change order requests in an attentive and unbiased manner. It is beneficial for a project to have an established change order process with a defined set of procedures that is best suited to the requirements of a project.



An overview of the professional services offered for the Fayetteville Public Library Expansion Project.

SCHEDULING

At Crossland Construction Company, we pride ourselves on our ability to provide an accurate, realistic, and achievable project schedule that incorporates all Pre-Construction activities, as well as construction activities.

PRE-CONSTRUCTION PHASE

Scheduling the Pre-Construction phase of the project is critical and requires a team effort between the Owner, design professionals, and the Construction Manager. A successful collaborative effort will ensure the construction phase of the project begins on time.

»»»» THE PRE-CONSTRUCTION SCHEDULE WILL PROVIDE:

- Design durations and milestones
- Durations for local government approval processes
- Milestones for Owner decisions, such as product colors
- Estimating durations and milestones for update submissions
- Milestones for ordering long lead time products

CONSTRUCTION PHASE

Our project management team will utilize our extensive educational facility construction experience and understanding of proper sequencing of construction activities to produce accurate and realistic schedule expectations. Our extensive history of self-performing work gives our team a unique knowledge and insight of all schedule requirements.

»»»» TASKS AND GUIDELINES USED IN SCHEDULE CREATION & MAINTENANCE:

- Schedule all submittal and approval tasks
- Structure the schedule by phase
- Milestones, such as notice to proceed, rebar delivery, slab completions, steel delivery date, building dry-in, HVAC start-up, etc....
- Update the schedule every 15 days
- Review the schedule with subcontractors weekly
- Report to the team any schedule impact occurrence

SCHEDULE ADHERENCE

Creating and maintaining strong schedules is something that Crossland takes very seriously. Schedule development initiates in the Pre-Construction Phase by Crossland's industry leading Pre-Construction Management Team. As the Construction Phase approaches the Pre-Construction Team partners with the Construction Team and ensure that the schedule milestones and demands are thoroughly communicated. > > >



An overview of the professional services offered for the Fayetteville Public Library Expansion Project.

SCHEDULE ADHERENCE (CONT'D)

During the Construction Phase your project's schedule is constantly monitored by your Project Manager and Superintendent. Your Superintendent will create a "three week look ahead" schedule for the entire Project Team - Owner, Architects, Engineers, Subcontractors, etc - to ensure schedule expectations are thoroughly communicated. These schedules, along with other objectives, will be discussed at weekly progress meetings with the entire project team. Minutes of these meetings will be issued weekly to all parties to ensure everyone keeps an eye on the project and schedule at all times. Any changes to this schedule will be discussed with the owner and other project team members regularly to encourage project efficiency and collective team synergy.

COST CONTROL

There are a number of reasons why controlling costs is a major part of Crossland's overall success. Crossland has more than three decades of construction experience. Experience is the key to controlling project costs and, because of our past experience, we know how much things should cost, how much time is needed for construction tasks, how much manpower is needed to complete jobs efficiently, how to prepare schedules, how to run quality-control tests so there are no cost overruns, and how to deal with unexpected glitches.

We have a number of experienced Estimators on staff. Along with the Estimators, the Pre-Construction Manager assigned to this project will be responsible for the project's budget. Crossland performs a large amount of work in the area. Therefore, our team has a good feel for market conditions and for the specific costs of materials, labor, permits, etc.

Should Owner-initiated changes or unforeseen circumstances arise, there are a number of ways to handle such situations without incurring burdensome extra costs. We will work with the team to deliver the project within the budget.

The first thing we do when analyzing the cost of change is to study the work schedule. Our solution to any change, whether due to specification requirements, delays, weather, materials, or Owner requests, is to decide whether accommodating the change will seriously affect the work schedule (if it will slow things down.) Then, we decide as a team the best way to handle the change.

COORDINATION

»»»» BIDDING SELF-PERFORMED WORK

All scopes of work (Trade Contracts) will be publicly bid. If Crossland Construction chooses to pursue a specific scope of work as a Trade Contractor, our firm will adhere to the same guidelines and requirements as outlined by the bid packages stipulated to all bidders. This ensures a competitive and equal bidding opportunity for all parties. All overhead costs and fees would be included in the bids submitted by Crossland for self-performed work. There would be no additional charge to the Owner. Our sealed bid would be submitted, in the same manner as all other subcontractors and suppliers,

»»»» DEMOLITION

Crossland has the in-house capabilities necessary to manage demolition efforts. From small scale work such as removing unwanted finishes while protecting adjacent existing construction, to complete roof to foundation demolition, our team knows what it takes to prepare existing conditions for proposed modifications.



An overview of the professional services offered for the Fayetteville Public Library Expansion Project.

COORDINATION (CONT'D)

»»»» SELF-PERFORMED WORK

All scopes of work (Trade Contracts) will be publicly bid. If Crossland Construction chooses to pursue a specific scope of work as a Trade Contractor, our firm will adhere to the same guidelines and requirements as outlined by the bid packages stipulated to all bidders. This ensures a competitive and equal bidding opportunity for all parties. All overhead costs and fees would be included in the bids submitted by Crossland for self-performed work. There would be no additional charge to the Owner. Our sealed bid would be submitted, in the same manner as all other subcontractors and suppliers,

»»»» QUALITY CONTROL

We bring a highly trained and committed staff that applies quality control measures to each project to ensure oversight to all aspects of the project. A few of the aspects of our Quality Control Program include:

- Pre and Post Install Meetings ensure that all parties know and understand their responsibilities before a task is started and quality checks after the task is completed
- Subcontractors are required per our Subcontract Agreement to install quality work that meets the plans and specifications. Steps to correct deficient work is at the Subcontractor's expense
- Storm water Best Managed Practices (BMPs) installed prior to the start of construction and maintained throughout construction
- Software Implementation (Bluebeam)
- 3rd Party Testing reports will be shared with the design team and Owner
- Material storage and maintenance – ensure no material is damaged by weather
- Daily inspections by Superintendent
- Diligent housekeeping
- Bi-weekly Owner-Architect-Contractor Meetings

»»»» SITE SECURITY

All construction projects require security measures to protect property and the general public. Your project's security measures will include:

- Site perimeter fence with controlled access through all gates
- Security Camera Monitoring
- Coordinated and well defined traffic control

»»»» SITE COORDINATION

Site coordination is essentially applying effective communication to the entire team of construction activities. A highly coordinated site will be efficient, safe, and cost effective. A few ways we coordinate with the team are:

- Pre-Construction Meeting
- Pre-installation (Project Requirements Review) meetings with the subcontractors
- OAC Meetings
- Weekly Subcontractor Coordination Meetings
- Daily communication between office and field personnel

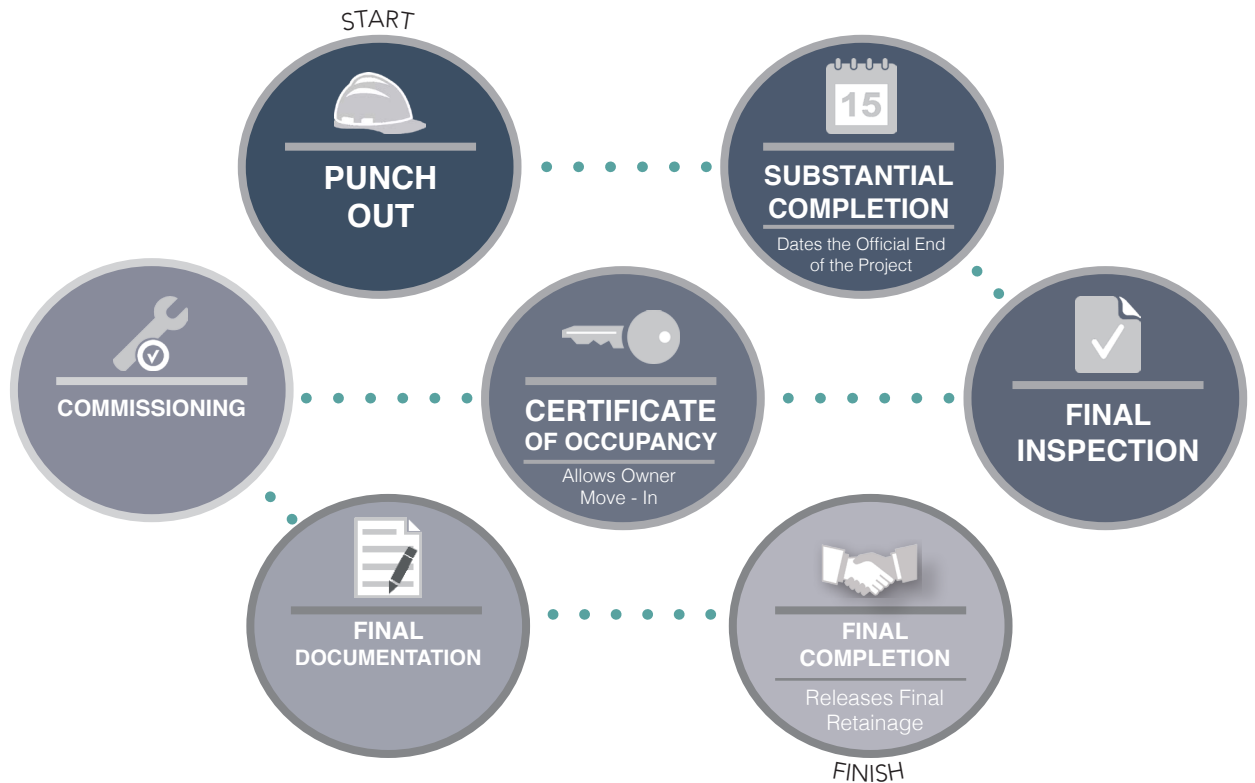


PROFESSIONAL SERVICES

An overview of the professional services offered for the Fayetteville Public Library Expansion Project.

CLOSE-OUT & WARRANTY PROCESS

Close-Out is the final step in the construction process, and is the stage during which all loose ends are resolved as the construction team readies the facility for occupancy. The Construction Management team will complete the following list of final standard procedures:



Once the Close-Out process is complete, all the warranties, warranty books, and manuals are presented to the Architect who then presents them to the Owner.

At Close-Out, Crossland Provides the Following:

- Project Directory
- Lien Waivers
- Warranties
 - General Contractor's Statement of Warranty
 - Manufacturer's Warranties
 - One Year Materials & Workmanship From Each Subcontractor
 - Special Requested Warranties
- Certifications and Documentation From Project
- Project Record Documents
 - Approved Submittals for Each Scope of Work
 - As-Built Drawings
 - As-Built Specifications
- Operator and Maintenance Manuals
 - O&M for Plumbing, HVAC, Electric, & Misc. Equipment and Systems
- Spare Parts and Maintenance Products





RELEVANT EXPERIENCE

A selection of similar, recent projects for your review.



FAYETTEVILLE PUBLIC LIBRARY

Crossland Construction was proud serve as General Contractor for the Fayetteville Public Library. It is the first "Leadership in Energy and Environment Design" project in the state of Arkansas. As the general contractor, Crossland worked closely with the Project Team to implement new ways to recycle materials during the construction phases.

The Fayetteville Public Library is another example of working to meet the challenges of tomorrow through the innovative ideas of today.

CLIENT: City of Fayetteville

LOCATION: Fayetteville, AR

SIZE: 88,000 SF

COST: \$19.55M

DELIVERY METHOD:
General Contractor

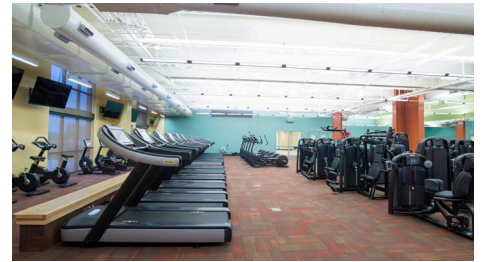
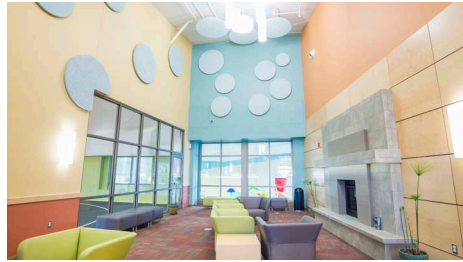
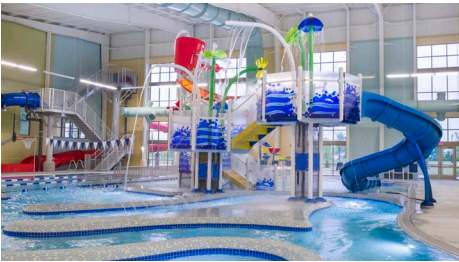
QUICK FACTS:
First LEED Project in the State of Arkansas!

Client Contact:
Fayetteville Public Library
Louise Schaper
401 W Mountain Street
Fayetteville, AR 72701
T: 479-571-2222

Architect Contact:
Amirmoez-Foster-
Hailey-Johnson
Jim Foster
100 W Center
Fayetteville, AR 72701
T: 479-631-2673



A selection of similar, recent projects for your review.



BENTONVILLE COMMUNITY CENTER

Crossland Construction Company was awarded the \$15 million contract for the Bentonville Community Center. Crews got right to work saving the city money, and opted for a pre-engineered metal building structure, to the savings tune of \$1.2 million. Two structures conjoined by a single wall provide the bones of the building; there is a standing seam metal roof. The building's exterior is covered in brick, stone, and architectural metal panels.

Community Center features include an enclosed aquatics structure that can accommodate high levels of humidity. Features include a zero-depth entry family leisure pool, water slides, an adventure river, play structures, and three lap-swim lanes. The 25 x 25 yard competitive pool features eight lanes and three diving boards, and is scheduled to host swim meets for a variety of organizations. Additional facility amenities include a basketball court with a running track, a large, cardio/resistance area, a free weight area, a spacious aerobic/dance studio, and a gymnasium; the gymnasium can be used for pick-up basketball games, volleyball matches, tournaments, or other activities. Classrooms, a stage, and an arts and crafts area are also part of the Center's design, as are a library, an open lounge area, and a private adult lounge for meetings. Educational classes made available to the community will be held in those rooms. A catering kitchen can accommodate functions, such as weddings or meetings.

Crossland is also the Construction Manager for Phase II of this project. We are honored to be a part of this community's development.

CLIENT: City of Bentonville

LOCATION: Bentonville, AR

SIZE: 80,000 SF

COST: \$15M

DELIVERY METHOD:
Construction Manager

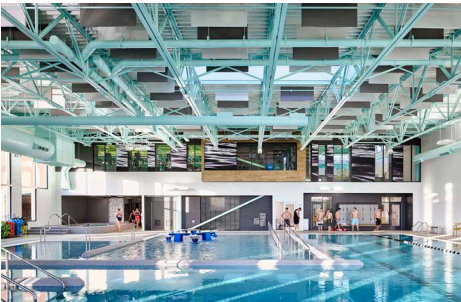
QUICK FACTS:
Structural Steel, Masonry, Multi-level.
Included fitness center and indoor water park.

Client Contact:
City of Bentonville
David Wright
305 SW A St
Bentonville, AR 72712
T: 479-271-3126

Architect Contact:
Barker Rinker Seacat
Architecture
Katie Barnes
3457 Ringsby Ct
Denver, CO 80216
T: 303-455-7457



A selection of similar, recent projects for your review.



EXCELSIOR SPRINGS COMMUNITY CENTER

Crossland Construction Company was awarded the \$15.3 million contract for the Excelsior Springs Community Center in Excelsior Springs, Missouri. This two story building has seven different floor elevations, an indoor pool, and an open structure/painting scheme. The exterior consists of brick, cast stone, and metal panels. Visitors will find a water feature at the entrance, in addition to colored accent concrete. A ramp at the center of the structure connects all of the various slab elevations; each designated area is painted a different color from the others. Those areas include the indoor pool, locker rooms, an elevated track, basketball and volleyball courts, a racquetball court, an aerobics area, a fitness area, community rooms, a child watch center, and party rooms.

Mother Nature dealt an extremely wet spring and summer, and a wet, cold winter, resulting in 60 documented weather days. However, true to form, Crossland teams stepped up their game and completed the project on budget, just three weeks past the original completion date. Our crews self-performed earthwork, concrete, and steel work.

CLIENT: City of Excelsior Springs

LOCATION: Excelsior Springs, MO

SIZE: 49,000 SF

COST: \$15.3M

DELIVERY METHOD:
General Contractor - Hard Bid

QUICK FACTS:

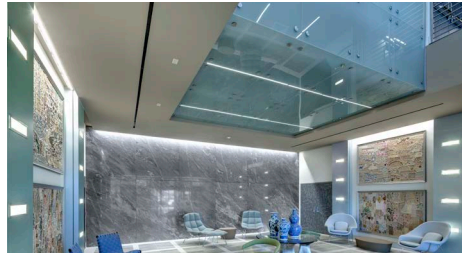
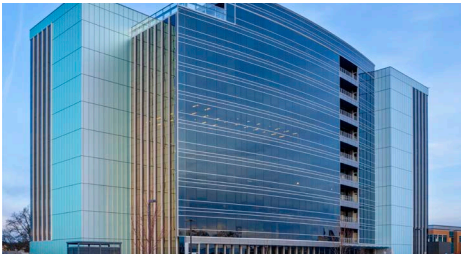
Indoor pool, track, basketball and racquetball courts. Two story facility with seven unique floor elevations.

Client Contact:
City of Excelsior Springs
Dave Haugland
201 E Broadway
Excelsior Springs, MO 64025

Architect Contact:
SFS Architecture
Brian Garvey
1150 Grand Blvd, Ste 400
Kansas City, MO 64106
T: 816.474.1397



A selection of similar, recent projects for your review.



HUNT TOWER

The honored recipient of a 2016 American Builders and Contractors Excellence in Construction award, the Hunt Tower project in Rogers, Arkansas is a sight to behold. Located in the heart of Pinnacle Hills, and with the Arkansas Music Pavilion located in its background, the impressive structure is the tallest building in Benton County, forever changing the Rogers skyline. With 263,000 square feet of space and a contract value of \$32 million, Hunt Tower required four steel crews, a stud welding crew, two cranes, three concrete crews, two labor crews, and 40 employees to complete.

This project's success was rooted in outstanding supervisory teams and, as with every project, Crossland's unique ability to self-perform various aspects of the jobs we complete. Not only did that self-performance drive the schedule, it also kept quality control in check. The combination of these efforts kept driving the project forward. It was imperative to the Owner that the tower be completed on time.

True to form, Crossland delivered right on schedule.

CLIENT: Pinnacle Heights II LLC

LOCATION: Rogers, AR

SIZE: 263,000 SF

COST: \$32.0M

DELIVERY METHOD:
Negotiated

QUICK FACTS:

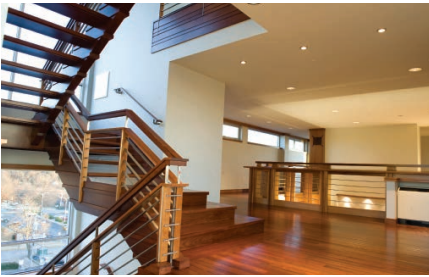
Original project scope included a 9 story building. A 10th story was added, making it the tallest in Rogers.

Client Contact:
Pinnacle Heights II, LLC
John George
3333 Pinnacle Hills Pkwy, Ste 600
Rogers, AR 72758
T: 479-845-3333

Architect Contact:
Core Architects
Dust Graham
1800 S. 52nd St, Ste 400
Rogers, AR 72758
T: 479-631-2673



A selection of similar, recent projects for your review.



"As we near the end of our project we are very pleased that we chose Crossland to build for us. Crossland personnel have been extremely cooperative and patient in reacting to our concerns along the way. We especially enjoyed interacting with Gene Dresel...always cooperative and helpful. The Crossland workers were quite friendly and seemed to enjoy their work. We enjoyed them! Chris Bradley continues to be helpful in completing the job... Kudos to the subs as well."

Ed Bradberry
Owner, Five West Mountain

FIVE WEST MOUNTAIN

This project is located on the Fayetteville, Arkansas Downtown Plaza. The 10,700 square foot, seven-story building houses office and parking space, as well as a residential space for the owner, Ed Bradberry.

The exterior of the building was designed to compliment the surrounding Fayetteville architecture, and is composed of brick, dryvitt, and metal panel finishes. The building gradually cascades down three levels with the use of terraces to better blend with the cityscape.

The ground level and the first floor offer office space available for leasing. The fourth through seventh floors will be a residential area for the owner. Natural lighting and mezzanines overlook the living area, with spiral staircases and beautiful views overlooking the Boston Mountains. The seventh floor hosts a penthouse and a rooftop garden with finished space for guests.

CLIENT: Five West Mountain, LLC

LOCATION: Fayetteville, AR

SIZE: 10,700 SF

COST: \$2.4M

DELIVERY METHOD:
Construction Management

QUICK FACTS:

This project is in close proximity to Fayetteville's existing library and Crossland teams self-performed a wide range of trades associated with the project.

Client Contact:
Five West Mountain, LLC
Ed Bradberry
Fayetteville, AR 72701
T: 479-587-9306

Architect Contact:
Amirmoez, Foster, Hailey & Johnson
Laleh Amirmoez
PO Box 810
Fayetteville, AR 72701
T: 913-317-6772



SURETY INFORMATION

A letter from our Surety, IMA, CORP. for your review.



June 19, 2017

City of Fayetteville, Arkansas
Fayetteville City Hall, City Administration Building
Purchasing Room 306
113 W. Mountain Street
Fayetteville, AR 72701
Attn: Les McGaugh

Project: Fayetteville Public Library Remodel & Expansion

Re: Crossland Construction Company, Inc.

Dear Mr. McGaugh,

Our agency manages the surety bond program for Crossland Construction Company, Inc. and we have been asked to write this letter to you on their behalf. For more than 30 years our management team has known and worked with the principals and staff of Crossland Construction. Throughout these years we have always held Crossland in the highest of regard. Crossland has an outstanding reputation as a company and individuals of high integrity; they consistently demonstrate their vast knowledge of the construction industry and complete quality projects for the benefit of project owners in a timely and cost-effective manner.

Surety bonds for Crossland are underwritten by Zurich American Insurance Company and Federal Insurance Company (a company of the Chubb Group of Insurance Companies). Bonds are typically written by Fidelity and Deposit Company of Maryland (a company of Zurich American Insurance Company) and Federal Insurance Company. Zurich American and Fidelity and Deposit Company of Maryland maintain "A+", "XV" ratings by the A.M. Best Company and a combined U.S. Treasury listing exceeding \$720,000,000. Federal Insurance Company maintains "A++", "XV" rating by A.M. Best Company and has a U.S. Treasury listing exceeding \$1,180,000,000.

Zurich American Insurance Company and Federal Insurance Company would consider approval of surety bonds for Crossland on individual jobs of \$300 million and an aggregate cost-to-complete program of \$1.5 billion. While these values are what have been discussed, the sureties may positively consider larger projects or program on a project-by-project basis.

Crossland's surety partners are favorable to executing performance and payment bonds upon acceptable review of any and all contract terms, bond forms and financing for any project as well as other pertinent underwriting information that may be deemed necessary at the time of any request for surety bonds. The arrangement for performance and payment bonds is a matter between Crossland and their sureties; neither the sureties, IMA, Inc. or Crossland assume any liability to you or any third parties if for any reason bonds are not written.

We are proud to recommend Crossland Construction Company, Inc. to you. If you should have any questions, or require additional information, please contact our office.

Sincerely,

Monica F. Donatelli
Surety Manager

Risk Management, Insurance,
Surety and Employee Benefits

Dallas | Denver | Kansas City | Wichita

www.imacorp.com

Protecting Assets. Making a Difference.SM
IMA, Inc. dba IMA Insurance Services, CA Lic #0H64724

IMA, Inc.
51 Corporate Woods
9393 W. 110th Street, Suite 600
Overland Park, KS 66210
Phone: 913-982-3650
Fax: 913-982-3495



CERTIFICATE OF INSURANCE

A Certificate of Liability Insurance for your review.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/19/2017

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

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

PRODUCER CA#0H64724 IMA, Inc. (NE Kansas Division) 51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210 INSURED Crossland Construction Company, Inc. PO Box 45 833 S. East Avenue Columbus, KS 66725	1-913-982-3650 CONTACT NAME: Jeanne Kell PHONE (A/C, No, Ext): 913-982-3650 FAX (A/C, No): 913-982-3495 E-MAIL ADDRESS: jeanne.kell@imacorp.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: TRAVELERS PROP CAS CO OF AMER	NAIC # 25674
INSURER B: TRAVELERS PROPERTY CASUALTY COMPANY OF	25674
INSURER C: XL SPECIALTY INS CO	37885
INSURER D: TRAVELERS INDEMNITY COMPANY OF AMERICA	25666
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 50129001

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			VTC2JCO131J8553TIL17	04/30/17	04/30/18	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			VTJCAP131J8565TIL17	04/30/17	04/30/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			US00067013LI17A	04/30/17	04/30/18	EACH OCCURRENCE \$ 26,000,000 AGGREGATE \$ 26,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	VTC2HUB2144M42717	04/30/17	04/30/18	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Insurance Qualification for Fayetteville Public Library Remodel & Expansion. Additional coverages are available at the request of Crossland Construction Company, Inc.

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville Arkansas Purchasing Agent Les McGaugh 113 West Mountain Street Fayetteville, AR 72701 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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CITY OF FAYETTEVILLE, ARKANSAS / SUBMITTAL OF QUALIFICATIONS / CROSSLAND CONSTRUCTION COMPANY, INC.



CERTIFICATE OF INSURANCE

A Certificate of Liability Insurance for your review.

SUPPLEMENT TO CERTIFICATE OF INSURANCE		DATE 06/19/2017
NAME OF INSURED: Crossland Construction Company, Inc.		
The WC, GL, BAU Insurers will provide 30 Days written Notice of Cancellation or Non-Renewal to the Certificate Holder for reasons other than non-payment of premium if required by written contract or agreement when a Certificate of Insurance is on file with carrier, subject to policy terms and conditions.		

SUPP (10/00)



FAYETTEVILLE PUBLIC LIBRARY

RESOLUTION

RESOLVED, that this Board of Trustees by recorded vote on August 22, 2017 does hereby authorize Hershey Garner, Board of Trustees President and Rob Qualls, Board of Trustees Secretary to sign the construction manager agreement between the City of Fayetteville, Crossland Construction Company, Inc. and Fayetteville Public Library for services necessary for the expansion and renovation of the existing Blair Library.

A handwritten signature in dark ink, appearing to read "H. Garner", written over a horizontal line.

Hershey Garner, President
Fayetteville Public Library Board of Trustees

A handwritten date "22 Aug 2017" written in dark ink over a horizontal line.

Date

A handwritten signature in dark ink, appearing to read "Rob Qualls", written over a horizontal line.

Rob Qualls, Secretary
Fayetteville Public Library Board of Trustees

A handwritten date "22 Aug 2017" written in dark ink over a horizontal line.

Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0483

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 3

APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER SARAH MARSH AND TO DENY THE FAYETTEVILLE HOUSING AUTHORITY'S APPLICATION FOR A LARGE SCALE DEVELOPMENT

WHEREAS, the Fayetteville Planning Commission approved LSD 17-5775 for Morgan Manor Apartments on August 14, 2017; and

WHEREAS, City Council Member Sarah Marsh timely appealed this approval by her letter to City Clerk Sondra Smith on August 28, 2017.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby determines that the Large Scale Development 17-5775 sought by the Fayetteville Housing Authority for Morgan Manor Apartments is denied as in violation of § 166.02 (C)(2)(a) of the Unified Development Code as explained by the City Council in its meeting.

August 28, 2017
City Clerk Sondra Smith
City Administration Building
113 W. Mountain St.
Fayetteville, AR 72701

Re: Appeal of the approval of LSDS 17-5775: Large Scale Development (324 E 24th PLACE/MORGAN MANOR APTS. ADDITION, 563).

Dear Sondra:

I appeal the Planning Commission's approval of LSDS 17-5775: Large Scale Development (324 E 24th PLACE/MORGAN MANOR APTS. ADDITION, 563). I am appealing because this development might be in violation of § 166.02 (C)(2)(a).

I am making this appeal at the request of citizen, Melissa Terry, 701 S Wood Ave, Fayetteville, AR 72701.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Sarah Marsh', with a long horizontal flourish extending to the right.

Sarah Marsh, bARCH, LEED AP BD+C
City Council Member, Ward 1, Position 2
City of Fayetteville, Arkansas



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

**TO: Mayor Jordan
City Council**

**CC: Don Marr, Chief of Staff
Andrew Garner, Planning Director**

FROM: Kit Williams, City Attorney

DATE: August 29, 2017

**RE: City Council Member Appeal of Planning Commission's Approval
of Morgan Manor Large Scale Development**

On August 14, 2017, after substantial public comment in this and previous meetings, the Planning Commission approved the Large Scale Development proposed by the Fayetteville Housing Authority relating to Morgan Manor. City Council Member Sarah Marsh appealed this decision on behalf of Fayetteville resident Melissa Terry on August 28, 2017.

When a Large Scale Development is appealed to the City Council, the City Council Members are in the exact position as Planning Commissioners. The decision to grant or deny a Large Scale Development is an administrative decision. It is not a legislative decision in which City Council Members have some discretion and will be accorded deference by the Courts. Rather the City Council (like the Planning Commission) can only determine whether the Large Scale Development meets the minimum standards imposed by the Unified Development Code. I must give you the identical legal advice I provided to the Planning Commission in my August 4, 2017 memo:



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council
Planning Commission

CC: **Don Marr**, Chief of Staff
Paul Becker, Chief Financial Officer
Andrew Garner, City Planning Director

FROM: **Kit Williams**, City Attorney

DATE: **August 4, 2017**

RE: **Large Scale Development for Additional Multi-Family Project at Morgan Manor**

On June 22, 2017, I provided you my memo concerning the Large Scale Development at Morgan Manor proposed by the Fayetteville Housing Authority. I stated in this memo:

"I am certainly not an expert on these HUD regulations and requirements, but I am concerned enough to request that the Planning Commission table this proposed Large Scale Development as we continue our research and analysis."

I thank the Planning Commission for its tabling of the LSD while I sought information from the Fayetteville Housing Authority and advice from HUD. It took about a month for HUD to respond to my letter concerning the legality of the Fayetteville Housing Authority's planned sale of the Willow Heights project after completion of the expansion of the Morgan Manor project.

Attached is a scanned letter from Field Office Director Wanda C. Merritt of the Little Rock Field Office, Region IV of HUD that my office received this morning. Although it does not directly answer my letter's question about the requirements for the sale of the Willow Heights property, I believe that it is clear that the proposed Morgan Manor expansion Large Scale Development is not now in violation of "a city ordinance, a state statute, or a federal statute." § 166.02(a)(2)(a)(iii). Therefore, despite any misgivings you might have about the wisdom of the Fayetteville Housing Authority's decision of the "Transfer of Assistance" from Willow Heights to Morgan Manor to enable

the construction proposed by its LSD, the Planning Commission may only consider whether any of the six factors listed in § 166.02(a) justify rejection of the LSD.

The Planning Department has informed you that the Fayetteville Housing Authority's proposed Large Scale Development meets all the minimum standards imposed by the Unified Development Code including not creating or compounding a dangerous traffic condition.

The Arkansas Supreme Court has clearly held:

"When a subdivision ordinance specifies minimum standards to which a preliminary plat must conform, it is arbitrary as a matter of law to deny approval of a plat that meets those standards." Richardson v. City of Little Rock Planning Commission, 295 Ark. 189, 747 S.W. 2d 116, 117 (1988).

The wisdom of the proposed development is not a factor or consideration that the Planning Commission (or on appeal, the City Council) can legally consider. The property owner (in this case the Fayetteville Housing Authority) has the discretion to determine the advisability of its project. **The Planning Commission has no power or authority to question the property owner's rationale or reasons supporting its development decisions.**

From the HUD's letter dated August 1, 2017, it appears that the Fayetteville Housing Authority has properly followed HUD requirements to this point. Therefore, the Planning Commission must legally restrict its approval/rejection decision only upon the six factors found in § 166.02(a) which I have attached.



FPM

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Little Rock Field Office, Region VI
Office of the Field Office Director
425 West Capitol Avenue, Suite 1000
Little Rock, AR 72201
Phone (501) 918-5700 - Fax (501) 324-6142
www.hud.gov espanol.hud.gov

August 1, 2017

Mr. Kit Williams, Attorney
City of Fayetteville
113 W. Mountain St., Suite 302
Fayetteville, AR 72701

Dear Mr. Williams:

Thank you for your letter on July 3, 2017, in regards to the sale of the Fayetteville Housing Authority's Willow Heights property in Fayetteville, Arkansas.

According to the Department's Office of Recapitalization, under the Rental Assistance Demonstration program (RAD), a Public Housing Authority (PHA) may propose a "Transfer of Assistance (TOA)", per Section 1.4.A.12 of the RAD Notice. A PHA can only be approved for a TOA for good-cause, generally meaning that the project is physically obsolete. Indeed, the Fayetteville PHA has requested and received approval on May 17, 2017, for a TOA. Here is the narrative from their TOA request:

"The current units are located on a hillside site that would be cost-prohibitive to redevelop. There have been issues with foundations shifting and the need to construct retaining walls to maintain the current units. There is available land that the Housing Authority already owns that would accommodate reconstruction of the existing units. We propose to relocate the existing residents of the 40 public housing units at Willow Heights to new units to be constructed on vacant land adjacent to our existing Morgan Manor community. The new site at S. Wood Avenue and 12th Place is less than one mile from the existing site. The current site is on a hillside that would be cost-prohibitive to redevelop. There are current problems related to the slope of the property, including the need to install retaining walls. The residents will be relocated to brand new, energy efficient units with comparable access to employment and transportation. All of the existing residents at Willow Heights will be accommodated at the new location and will be able to move into a brand new apartment with modern, energy efficient amenities. The students will attend the same schools they currently attend and the site offers similar transportation and employment opportunities. The new site is less than one mile from the existing site."

The Office of Recapitalization has confirmed that the above explanation is consistent with the authority under the RAD Notice.

Some constituents have expressed concern about the possible sale of the land at a price that would provide a windfall to whomever is buying it. Section 1.4.A.12.b of the RAD Notice addresses the disposition of PHA property in the event of a TOA at closing. In that instance, the PHA must either sell or lease the property at closing for Fair Market Value to a third party and use the proceeds to support another RAD project or to support other affordable housing; or sell the land to be used for affordable housing. Also, if these sales do not occur within a year of closing, the PHA would have to go through the HUD Special Applications Center (located in Chicago) for future disposition, under 24 CFR Part 200.

The Willow Heights project received a "Commitment to Enter into a Housing Assistance Payment," or CHAP, on February 26, 2017, and is not expected to submit a financing plan until February 5, 2018. Therefore, it is still early in the pre-development stage. The PHA is prohibited from releasing this land on its own, and all sales would have to be approved by HUD. To date, HUD has not approved the sale of the Willow Heights project.

Thank you for your interest in the Department's policies and programs. Should you have further questions about this project, please contact Mr. Johnny Wooley, Director of Public Housing, at (501) 918-5750.

Sincerely,



Wanda C. Merritt
Field Office Director

Correspondence Code 6FMA	Originator	Concurrence	Concurrence	Concurrence
Name				
Date	8/1/17	8/1/17	8/1/17	
Yellow cc	Yellow	White	Blue	Green

KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY

Blake F. Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

Phone 479.575.8313
cityattorney@fayetteville-ar.gov



113 W. Mountain Street, Suite 302
Fayetteville, AR 72701-6083

July 3, 2017

Ms. Lavern Collier
Office of Public Housing
U.S. Department of Housing and Urban Development
425 West Capitol Avenue, Suite 900
Little Rock, AR 72201-3488

Re: Sale of Willow Heights Housing in Fayetteville, Arkansas

Dear Ms. Collier:

The City Administration has asked me to look into a question about the Fayetteville Housing Authority's possible sale of Willow Heights (5.32 acres with 40 townhouses/apartments) for about \$1,250,000.00 in order to help finance its proposed construction of new apartment buildings with about 58 total rental units including some market rate apartments at Morgan Manor. All forty of Willow Heights public housing units' tenants will be moved to Morgan Manor (if they so desire) by the Fayetteville Housing Authority. At that point, the HUD support for public housing or Section 8 housing will be transferred to Morgan Manor and HUD will be requested to remove any land title restrictions (or other regulatory requirements) on Willow Heights so that it can be sold without any need to comply with Section 18 of the Housing Act nor the Inventory Removal Application form (#2577-0075).

If the Fayetteville Housing Authority fully and successfully accomplishes all of the above tasks concerning the construction of the new apartments at Morgan Manor, the moving of all of the tenants to Morgan Manor and the transfer of HUD credits from Willow Heights to Morgan Manor, will HUD release all of its interest to and in Willow Heights and so allow the Fayetteville Housing Authority to sell Willow Heights to a

commercial buyer under whatever terms that are determined to be best by the Fayetteville Housing Authority?

I am no specialist in HUD regulations and statutes. If my question does not make sense or cannot be answered without further information, please call me at (479) 573-8313. Thank you so much for taking time to read this letter of inquiry and for making the effort to answer my question.

With kindest regards,

A handwritten signature in dark ink, appearing to read 'Kit Williams', is written over a horizontal line.

KIT WILLIAMS

Fayetteville City Attorney

cc: Mayor Jordan
Don Marr
Paul Becker

FAYETTEVILLE CODE OF ORDINANCES
TITLE XV UNIFIED DEVELOPMENT CODE

- (2) *Subdivision Committee and Planning Commission Approval.* The following applications shall be approved by the Subdivision Committee or Planning Commission, subject to the criteria listed below: Large scale development, preliminary plat and concurrent plat.
- (a) *Reasons For Denial.* The Subdivision Committee or Planning Commission may refuse to approve a large scale development, preliminary plat or concurrent plat for any of the following reasons:
- (i) The plat or development plan is not submitted in accordance with the requirements of this chapter.
 - (ii) The proposed development would violate a city ordinance, a state statute, or a federal statute.
 - (iii) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.
 - (iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
 - (v) City water and sewer is not readily available to the property within the large scale development, preliminary plat, or concurrent plat and the developer has made no provision for extending such service to the development.
 - (vi) The developer refused to comply with ordinance requirements or conditions of approval for on-site and off-site improvements.
- (D) *Plat Recordation or Construction Plan Approval.* After obtaining approval by the appropriate governing body, the applicant shall follow the procedures set forth below in order to record the plat or obtain construction plan approval.
- (1) *Property Line Adjustment, Lot Split, Final Plat, Concurrent Plat.* The applicant shall submit copies of the approved plats containing all required signatures to the Planning Division for final approval. The plats shall be recorded by the applicant and copies of the recorded plats provided to the Planning Division as required.
- (2) *Preliminary Plat, Large Scale Development and Large Site Improvement Plan.* Receipt of the approval authorizes the applicant to proceed with:
- (a) The preparation of plans, reports and specifications in accordance with City Engineering requirements including but not limited to:
- (i) Street plans, profiles and specification accompanied by soil analyses and design calculations;
 - (ii) Storm drainage plans, profiles and specifications accompanied by soil analyses and design calculations; and
 - (iii) Water and sewer plans, profiles and specifications, accompanied by design calculations, to be reviewed and approved by City Engineering.



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 19, 2017

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner

DATE: August 31, 2017

SUBJECT: **LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563):** Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

RECOMMENDATION:

The Planning Commission approved this proposed development as recommended by staff at the August 14th, 2017 Planning Commission meeting. Sarah Marsh has appealed this decision to City Council on behalf of a citizen.

BACKGROUND:

The subject property contains approximately 9.62 acres and is located on the west side of Wood Avenue and 12th and 13th Streets at the Fayetteville Housing Authority's (FHA) Morgan Manor housing complex. The parcel is zoned DG, Downtown General.

Proposal: The applicant is proposing a 58 unit, or 116 bedroom, addition to the existing housing complex with associated parking. Extensions of 13th and 12th streets (which are private drives/internal parking lot drives, not public right-of-way) are proposed with a connection onto Wood Avenue.

Public Comments: There has been a large volume of comment both for and against the proposed development. Public comment presented during the public meetings may be found in the meeting minutes (see Planning Commission minutes), with written comments attached to the Planning Commission staff report.

DISCUSSION:

At the June 12th, 2017 Planning Commission, discussion centered around the low-income status of the existing neighborhood and proposed new residents, traffic and pedestrian safety, and residential design standards. After a significant amount of public comment and discussion by the Planning Commission, the project was tabled by a vote of 7-0-0. The project was then tabled three more times in order to allow the City Attorney's office time to ensure the project did not violate

United States Department of Housing and Urban Development (HUD) regulations. The City Attorney confirmed that the project did not violate HUD regulations (see attached memo in the Planning Commission staff report). At the August 14th, 2017 Planning Commission, discussion centered on design standards and street improvements with the project ultimately receiving approval by a vote of 5-2-2 (Commissioners Hoffman and Quinlan voted 'no'; Commissioners Belden and Niederman abstained). The project was approved with the following conditions:

Conditions of Approval:

1. Planning Commission determination of street improvements. *Staff recommends improving the west side of Wood Avenue, totaling approximately 650 linear feet, with road widening to 20-foot minimum for drive lanes, a 7-foot wide parking lane, curb, gutter, storm drainage, 5-foot wide sidewalk, and streetlights along said street frontage.*
2. Planning Commission determination on Urban Residential Design Standards. *Staff recommends in favor of the proposed elevations.*
3. Planning Commission determination of money in-lieu of parkland dedication. *This project has not been reviewed by the Parks and Recreation Advisory Board due to a previous determination of exemption from impact fees. Since that time the determination has been rescinded and money in-lieu of parkland dedication will be accepted. Fees in the amount of \$32,480 for 58 apartments are recommended in association with the currently proposed development, and are due before building permit approval. Final fee amount will be dependent on the actual number of units approved and the parks fee formula at the time of Planning Commission approval.*
4. Right-of-way dedication in the amount of 29.5 feet from centerline along the site's Wood Avenue frontage prior to building permit via an easement plat.
5. Street lights shall be installed in accordance with code at all street intersections and spaced every 300 feet.
6. Conditions of approval from Fire, Engineering, and Urban Forestry are included in the official conditions of approval, attached hereto.
7. Per 172.08(B), 50% of the existing parking lot landscape must be brought into compliance, as determined by Urban Forestry.
8. For purposes of permit processing and fee calculations, this project is considered to be a private, for-profit development and is not exempt from payment of standard fees.
9. Minor comments to be fixed prior to building permit:
 - a. Must show right-of-way dimensions and Master Street Plan right-of-way line from centerline of Wood Avenue
 - b. Sidewalk connecting the community building to the public sidewalk on the principal façade should be located in relation to the door.

Standard conditions of approval:

10. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.

11. If applicable, a business license shall be obtained prior to opening the business to the public.
12. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
13. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
14. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.
15. All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure. A note shall be clearly placed on the plat and all construction documents indicating this requirement.
16. Trash enclosures shall be screened on three sides with materials complimentary to and compatible with the principle structure. Containers may also be screened from view of the street by the principal structure or vegetation. Elevations of the proposed dumpster enclosure shall be submitted to the Planning and Solid Waste Divisions for review prior to building permit.
17. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.
18. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.
19. Large scale development shall be valid for one calendar year.
20. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.
21. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - c. Separate easement plat for this project that shall include the tree preservation area and all utility easements.
 - d. Project Disk with all final revisions

- e. One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.

Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Application
- Planning Commission minutes for:
 - o June 12th, 2017
 - o June 26th, 2017
 - o July 10th, 2017
 - o July 24th, 2017
 - o August 14th, 2017
- Planning Commission Staff Report

CITY OF FAYETTEVILLE, ARKANSAS
LARGE SCALE DEVELOPMENT

FOR STAFF USE ONLY Date Application Submitted: Date Accepted as Complete: Project Number: Public Hearing Date:	LSD FEE: \$200.00 - \$800.00 Sign FEE: \$5.00 per sign Tech Plat Resubmittal FEE: \$200/resubmittal Tree Preservation FEE: \$120.00 S-T-R: PP#: Zone:
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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 ☒ Representative

Applicant (person making request):

Name: Fayetteville Housing Authority

E-mail: fhousing@fayettevillehousingauthority.org

Address: #1 North School Ave
Fayetteville, AR 72701

Phone: (479) 521-3850

Fax: (479) 442-6771

Representative (engineer, surveyor, realtor, etc.):

Name: Blew & Associates, PA

E-mail: engineers@blewinc.com

Address: 108 Crossover Ave, Ste B
Lowell, AR 72745

Phone: (479) 443-4506

Fax: (479) 582-1883

Site Address / Location: 324 East 12th Place

Current Zoning District: DG - Downtown General

Date of Preliminary Plat: 1981-09-16

Assessor's Parcel Number(s) for property: 765-15141-000

Total Acreage: 9.62 ac Number of Lots: N/A Number of Dwelling Units: 35 Ex./58 Prop.

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

Fayetteville Housing Authority

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 approvals. I understand that the City might not approve what I am applying for, or might set conditions of approval.

Name (printed): Jacob Rennick Date: 3/25/17

Signature: J. C. Rennick

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 her/his behalf.)

Name (printed): Deniece Smiley Address: #1 N. School Avenue, Fayetteville, AR
72701

Signature: Deniece Smiley

Date: 3-27-2017 Phone: (479) 521-3850

Name (printed): _____ Address: _____

Signature: _____

Date: _____ Phone: _____

LSD Checklist:

Attach the following items to this application:

(1)	Payment in full of applicable fees for processing the application:	
	LSD	
	Non-Residential	
	Non-residential (5000 square feet or less)	\$400.00
	Non-residential (More than 5000 square feet)	\$800.00
	Residential	
	Residential (10 residential units or less)	\$200.00
	Residential (25 residential units or less)	\$400.00
	Residential (More than 25 residential units)	\$800.00
	Technical Plat Resubmittal (tabled items only)	\$200.00 per
	Tree Preservation	\$120.00
	Public Notification Sign Fee (per sign)	\$5.00

- (2) Correspondence in the form of a written letter to Planning Staff describing the scope, nature and intent of the proposal. Variances from requirements of the Unified Development Code will be reviewed and processed in accordance with the procedures set forth therein. Please indicate in the letter to staff if any variances are sought and if so, justification for the request. Most variances require a Planning Commission decision.
- (3) 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.
- (4) A copy of the written decision from the Parks and Recreation Advisory Board regarding park land dedication requirements (residential projects only).



Planning Commission Meeting

June 12, 2017

5:30 PM

113 W. Mountain, Room 219

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Call to Order: 5:30 PM, Matthew Hoffman

In Attendance:

Members: Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, and Leslie Belden

Absent: Ron Autry, and Matt Johnson

City Staff: Jonathan Curth, Senior Planner; Quin Thompson, Planner; Harry Davis, Planner; Jonathan Ely, Engineer; John Scott, Urban Forester; Lee Porter, Urban Forester.

City Attorney: Blake Pennington, Asst. Attorney

Consent Agenda:

1. Approval of the minutes from the May 22, 2017 meeting.

2. **VAC 17-5815: Vacation (492 N. VINSON AVE./MERRITT, 486):** Submitted by BATES & ASSOCIATES, INC. for property at 492 N. VINSON AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.10 acres. The request is to vacate a portion of a street right-of-way.

Motion:

Commissioner Scroggin made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 6-0-0.** **Commissioner Quinlan was not present.**

9. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563): Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

Harry Davis, Planner: Read the staff report.

Blake Pennington, Assistant City Attorney: Asks **Hoffman** if they can speak before public comment.

Matthew Hoffman, Commission Acting-Chair: Answers after the applicant.

Jorge Du Quesne, Engineer: Explains what is included with this project, why they are proposing the project, and what they have done to include public comment and staff or commission concerns from Subdivision Committee.

Pennington: Goes into detail as to what the Planning Commission can and cannot review or take into account with a proposed development per state law and court precedent.

Public Comment:

Whitney Carr, Citizen: Gives detail about the property and their concern over a congested site with more people moving down to Morgan Manor and incompatibility between low-rise and higher-rise buildings. The concern also includes putting more low-income people in a concentrated area in moving people from Willow Heights to Morgan Manor, including some issues with public notification.

Lee Wolfe, Citizen: Produces concerns over increased traffic and includes information about how current and nearby residents are not in support of the proposed development.

John Coleman, Citizen: Begins with stating that there is an issue with not being able to consider the social impact of this development before the Planning Commission. In concentrating lower-income people in once place, there are huge issues with this method of housing with impacts on quality of life.

Shaundra Hinton, Citizen: Explains that there were some issues with getting input from the neighborhood, where there was no way for people to get involved before it came before the city for development entitlement, where it is undoubtedly going to be approved. They hope there is some way that the Commission will be able to listen to the concerns of residents in the area.

Allison Williams, Citizen: Gives detailed information about the quality of life in concentrated areas of low-income people and families. They also include information about how the development of this project did not adequately include and address concerns of nearby citizens.

Renee Dawes: Provides information about the people that live in Morgan Manor and the area. They state that the Fayetteville Housing Authority is setting a double standard in terms of what they provide to the residents of Fayetteville and housing projects. They ask the Commission if they could buy time for more public input.

Bill Reagan, Citizen: States that the Fayetteville Housing Authority should have done a better job in finding a solution.

Margaret Cartwell, Citizen: Finds the plan to be disturbing in terms of concentrating poverty in one place within South Fayetteville.

Melissa Terry, Citizen: States they were concerned with the lack of public input included in the plan by the Fayetteville Housing Authority. They pose that the issue of affordable housing discrimination throughout Fayetteville is included in how this plan concentrates low-income people into one place. Data was not presented to the public about fixing Willow Heights instead of selling the land. The plan for Morgan Manor is in direct association to evicted residents from Willow Heights, so this should be included with this discussion. Terry then gives information on their data collection and the results of this data, which is that none of the current residents want to move or lose access to their current resources.

Andrew Meineke, Citizen: Believes that poverty is not a lack of resources, but a lack of personal dignity. There is an issue with giving people carpet and saying that they are providing a resource.

Mike Henry, Chairman of Fayetteville Housing Authority (FHA): Explains in detail the multi-year long process in why Willow Heights is unable to be salvaged and the process moving from Willow Heights to Morgan Manor, including the public process the FHA went through. They ask that the Commission approve this project.

Ericka Wolfheit, Citizen: Asks that the Commission not approve this development, based on the area being a food desert. The neighborhood is not ready for this development.

No more public comment was presented.

Hoffman: Asks Pennington what possible outcomes may result as a consequence of not approving this development.

Pennington: Explains possible outcomes.

Hoffman: States that this plan has issues attributed to concentrating poverty in one area.

Allison Quinlan, Commissioner and Pennington engage in questions about determining governmental status of Fayetteville Housing Authority.

Quinlan and Henry engage in discussion around determining extent and process of the FHA.

Pennington: States that the FHA is closer to being a State agency.

Quinlan: Asks if no other body gives oversight to the FHA.

Pennington: Answers yes.

Leslie Belden, Commissioner: States that their education included identifying the same issues that had befallen projects like Pruitt-Igoe in St. Louis. Although the FHA has limited resources, Fayetteville should do better for the people of Willow Heights and Morgan Manor.

Tom Brown, Commissioner: Echoes some of the same comments from Belden. They state there must be a better way and to give these public comments to a board with authority to change things. The FHA should come up with a more sensitive plan.

Quinlan: Asks Pennington if any more information has been found.

Pennington: Gives more information that the FHA is like a smaller City Council.

Quinlan: Poses to the FHA that there should be more thought put into a solution and there are resources in Fayetteville that can help. Quinlan gives some historical information about Pruitt-Igoe for the room and public and the benefits of mixed-income neighborhoods. They ask for a tabling of the project.

Pennington: Explains again that the Commission must table or deny a project in order to fix development concerns, and that for any other reason would be improper for the Commission.

Belden: Asks Pennington to state the reasons again.

Pennington: States the reasons.

Zara Neiderman, Commissioner: States they would be in favor of tabling the project. They do acknowledge that more development in Walker Park is a real eventuality, but the concentration of people in poverty is a huge issue for the development. Neiderman slides into talking about the general area and connecting it to the development, where more resources could be integrated into the proposal.

Brown: Asks staff some questions about the project and its relation to nearby properties.

Davis: Answers.

Pennington: States that compatibility cannot be included in a large scale development.

Hoffman: Dives into the architectural design of the large buildings and how there are better typologies. Asks staff about the determination in how these meet code.

Davis: Answers and then refers to the architect.

Bill Weedhower, Architect: Answers.

Hoffman: Asks staff about parking for this development.

Weedhower: Answers.

Hoffman: States concerns about pedestrian activity as a result of this development and the lack of nearby resources, activities, and more. There are some issues the must be ironed out and they would like to table the project. Asks Pennington what the issue might be in tabling the project versus denying the project.

Pennington: Answers that tabling the project would be denying the applicant a way to appeal.

Hoffman: Believes that the City Council should look at this project and get more comment on the issues. Asks the applicant if they would be ok with tabling the project.

Du Quesne: Answers yes.

Belden: Asks Pennington about outcomes for this project.

Pennington: Answers.

Quinlan: Asks if dangerous pedestrian situations count as dangerous traffic situations.

Pennington: answers that the Planning Director would be better able to address that question.

Quinlan: States that there is no way that someone could walk to Downtown on sidewalks and that the safety issues between the project and Downtown or other places is a reason to consider dangerous traffic situations. Asks Pennington if that is a suitable cause to table.

Pennington: Defers to the Planning Director.

Niederman: Would rather this go to City Council.

Motion:

Commissioner Quinlan made a motion to **table LSD 17-5775**. **Commissioner Belden** seconded the motion. **Upon roll call the motion passed with a vote of 7-0-0.**



Planning Commission Meeting

June 26, 2017

5:30 PM

113 W. Mountain, Room 219

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Call to Order: 5:30 PM, Ron Autry

In Attendance:

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Absent: Zara Niederman

City Staff: Andrew Garner, Planning Director; Jonathan Curth, Senior Planner; Quin Thompson, Planner; Harry Davis, Planner; Jonathan Ely.

City Attorney: Kit Williams

Consent Agenda:

1. Approval of the minutes from the June 12, 2017 meeting.

2. VAR 17-5849: Variance (1679 & 1673 S. COOPERS COVE/LOTS 31 & 32 CRESCENT LAKE SD, 607): Submitted by BATES & ASSOCIATES, INC. for properties located at 1679 & 1673 S. COOPERS COVE. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 0.63 acres. The request is for a variance to the Streamside Protection Ordinance.

Motion:

Commissioner Belden made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**

Old Business:

3. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563): Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

No staff report or public comment were presented.

Motion:

Commissioner Johnson made a motion to **table LSD 17-5775** until next Planning Commission meeting. **Commissioner Belden** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**



Planning Commission Meeting

July 10, 2017

5:30 PM

113 W. Mountain, Room 219

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Call to Order: 5:30 PM, Ron Autry

In Attendance:

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Sloan Scroggin, Ryan Noble, Tom Brown, and Leslie Belden. (Matt Johnson arrived after the consent agenda.)

Absent: Zara Niederman

City Staff: Andrew Garner, Planning Director; Jonathan Curth, Senior Planner; Quin Thompson, Planner; Harry Davis, Planner; and Corey Granderson, Engineering.

City Attorney: Kit Williams

Consent Agenda:

1. Approval of the minutes from the June 26, 2017 meeting.

2. **VAC 17-5867: Vacation (NORTH OF 858 N. JACKSON DR./PURYEAR, 447):** Submitted by LAMB DEVELOPMENT, INC. for property NORTH OF 858 N. JACKSON DR. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.61 acres. The request is to vacate a portion of a water and sewer easement.

Motion:

Commissioner Belden made a motion to **approve the consent agenda**. **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 7-0-0.**

4. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563): Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

No staff report or public comment was provided.

Kit Williams, City Attorney: Provided an update of the meeting details with the Fayetteville Housing Authority, what was said during the meeting, and the outcome that **Williams** is seeking an answer from the Housing and Urban Development office in Little Rock.

Motion:

Commissioner Brown made a motion to **table LSD 17-5775** until the next PC meeting. **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**



Planning Commission Meeting

July 24, 2017

5:30 PM

113 W. Mountain, Room 219

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Call to Order: 5:30 PM, Ron Autry

In Attendance:

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Absent: None.

City Staff: Andrew Garner, Planning Director; Quin Thompson, Planner; Harry Davis, Planner; Corey Granderson, Engineering; and Jeremy Ashley, Fire Department.

City Attorney: Blake Pennington

Consent Agenda:

1. Approval of the minutes from the July 10, 2017 meeting.

2. VAC 17-5868: Vacation (2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES, 295): Submitted by CRAFTON TULL, INC. for property at 2615 N. CHARLESTON CROSSING. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.89 acres. The request is to vacate a portion of a general utility easement.

Motion:

Commissioner Scroggin made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 9-0-0.**

Old Business:

3. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563): Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

Ron Autry, Commission Chair: States that the City Attorney's office and the office of Senator Boozeman have sent inquiries to Arkansas' local Housing and Urban Development office. As of now, there is no new information for the Planning Commission.

Motion:

Commissioner Belden made a motion to **table LSD 17-5775** until the next PC meeting. **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 9-0-0.**



Planning Commission Meeting

August 14, 2017

5:30 PM

113 W. Mountain, Room 219

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Call to Order: 5:30 PM, Ron Autry

In Attendance:

Members: Ron Autry (Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Ryan Noble, Tom Brown, and Matt Johnson

Absent: Leslie Belden and Sloan Scroggin arrived after roll call. Matthew Hoffman arrived after the consent agenda.

City Staff: Andrew Garner, Planning Director; Jonathan Curth, Senior Planner; Harry Davis, Planner; Corey Granderson, Engineering; and Brian Sloat, Fire Department.

City Attorney: Kit Williams

Consent Agenda:

1. Approval of the minutes from the July 24, 2017 meeting.

2. LSD 17-5880: Large Scale Development (EAST OF INDUSTRIAL DR./AR-CANNA, 642): Submitted by EARTHPLAN DESIGN ALTERNATIVES, INC. for property located EAST OF INDUSTRIAL DR. The property is zoned I-2, GENERAL INDUSTRIAL and contains approximately 5.08 acres. The request is for a medical marijuana cultivation facility consisting of 72,813 square feet with associated parking.

Motion:

Commissioner Neiderman made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 6-0-1.** **Commissioner Quinlan abstained.**

Old Business:

3. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563): Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

Ron Autry, Commission Chair: Gives a short summary at the beginning with everything that has happened recently to the proposed project, including what can and cannot be considered by the Planning Commission.

Harry Davis, Planner: Read the staff report.

Jorge Du Quesne, Project Engineer: States they have members of the FHA and residents of each housing complex at this meeting to give public comment.

Public Comment:

William Reagan, Neighbor: Begins by naming several developments nearby that are affordable housing projects or house low-income residents. **Reagan** states that Mayor Jordan withdrew support from this project and that there are many people moving to Fayetteville in the near and far future. The proposed development will not be good for Fayetteville and for South Fayetteville and wishes that the PC could deny a development based on several reasons enumerated by **Reagan**. They argue that the FHA are poor stewards of their land and properties and failed in explaining why it would be better to develop new land rather than fix current properties.

Nelly Ashley, Resident of Willow Heights: States they are in support of the proposal, as it will be a new property that will not have the same problems as the current Willow Heights complex. The cost of renovating versus new construction actually works for the new development versus fixing Willow Heights. Ashley cannot speak to the land sale, but is happy with how they and other residents will have a better place to live and help to move there via the FHA. Accessibility for disabled residents and visitors will be improved with this proposed development.

Pamela Wanz, Resident of Willow Heights: Believes that moving will be good for their family and for extended family members trying to visit them.

Mike Emery, Chairman of Fayetteville Housing Authority: Reads off the petition in favor of the new development with only those that are residents of Willow Heights and Morgan Manor. Emery reads off some reasons that are positive coming out of the land sale and new development addressing crime, schools, proximity to amenities, and facilities.

No more public comment was presented.

Allison Quinlan, Commissioner: Thanks the City Attorney and residents for their help on this proposal. Quinlan believes that above all other street improvements, extending Wood Street down to 15th is a more important improvement and gives reasons for the idea.

Matthew Hoffman, Commissioner: Echoes **Quinlan's** comments. Asks Andrew Garner for information on storm water and drainage for this location and in the immediate proximity.

Andrew Garner, City Planning Director: Explains why it is an issue to swap out street improvements along an existing road in favor of building a road down to 15th. Refers to Engineering for more information.

Corey Granderson, City Engineer: Goes into detail about drainage improvements and what would be helped with the new improvements.

Hoffman: Specifically asks about the feasibility of lowering standards for improvements along the street for this development.

Granderson: Answers that it would be something that the Planning Commission is supposed to make a determination on street improvements.

Hoffman: Asks about the design standards for the buildings along Wood and how they meet the unified development code.

Davis: Answers.

Hoffman: Understands staff's determination, but personally does not believe that the proposed elevations meet standards.

Zara Neiderman, Commissioner: Discusses how this proposal might create traffic problems for cars and pedestrians and supports that view with the Walker Park Neighborhood Plan guidelines and goals. Neiderman concludes that the project is not safe moving forward.

Leslie Belden, Commissioner: Thanks everyone for all of their input on this project and echoes a few fellow Commissioners. Belden concludes that this project is difficult to vote on.

Hoffman: Asks Kit Williams if it is possible that the proposal can get before City Council.

Kit Williams, City Attorney: Answers yes, and states that sidewalks are the most constitutionally appropriate thing to ask for as a street improvement along the project's frontage on Wood.

Hoffman: Understands their position within the larger umbrella of government.

Quinlan: Asks Du Quesne information on the cost-share request for street improvements.

Quinlan continues that full connectivity to this location is going to be a drastic improvement to this area.

Du Quesne: Answers approximately 300,000 dollars, where over half go towards box culverts and drainage improvements.

Quinlan: Asks about the drainage problems and improvements.

Du Quesne: Answers in detail using a site plan and explaining street improvements.

Quinlan: Asks about parking requirements.

Garner and **Du Quesne** answers.

Bill Wiedower: Explains the requirements for tax credits in regards to parking.

Quinlan and **Du Quesne** resume talking about drainage improvements.

Quinlan: Asks if on-street parking was to be removed, if the saved area could be used for drainage.

Du Quesne: Answers that it would take many variances.

Wiedower: Explains further about water movement.

Quinlan and **Du Quesne** dive into details about street improvements.

Quinlan: Thanks staff and the applicants for their help with questions. Quinlan sees that the city could get a huge benefit from cost-sharing on street improvements for this location and to deal with flooding and drainage. They recommend new sidewalks and widening be done to the opposite side of the street and use a channel for drainage along the project's frontage.

Williams: Clarifies for the Commission that the cost-share proposal has not been accepted yet and that the reason for the proposal is for a private venture rather than public benefit. The final consideration is up to City Council, but generally cautions against assuming acceptance.

Wiedower: Asks about the discrepancy between the 300,000 dollar upgrades already accounted for in the budget and the increased improvements asked today during the current meeting. They ask to go forward with what is recommended in the report.

Sloan Scroggin, Commissioner: Asks if the applicant will go forward with or without the cost-share.

Wiedower: Answers they will go forward either way, but cautions against saying that the drainage problem is only related to the subject property.

Quinlan: Cites unified development code about off-site improvements and that the Commission deals with that piece of code.

Autry: Believes that this is a difficult proposal to vote on, but the appeals by residents have hit home for them and that this could be a positive change for the current residents of Willow Heights.

Tom Brown, Commissioner: States they will be in support of this proposal and would like to see a connection to 15th be constructed alongside the development.

Hoffman, Davis, and Garner engage in a rapid discussion about design standards for the accessory office and community building.

Hoffman: Believes that the community building's façade does not meet the intent of Fayetteville's design code.

Brown: Asks Hoffman for more information about what they would like to see, specifically, and how the façade could be changed and asks the applicant team about changing the façade.

Wiedower: Explains the elevations and the elements of the building and how they have changed.

Williams: Asks if the applicant can provide those changes to the Commission.

Wiedower: Answers yes.

Garner: States that the best way to classify the structure is under an ancillary structure under the Urban Residential Design Standards.

Hoffman: States that this could better fit under office standards for building code.

Williams: Clarifies to the Commission that it is the Planning department that interprets code and in some cases where ambiguity is found, the city is charged to find it in favor of the applicant or property owner.

Williams: Cautions against asking for street improvements that are above and beyond the rough proportionality and rational nexus tests.

Davis: Answers information about the inadequate right-of-way with of an unbuilt Wood from the existing street to 15th.

Quinlan: Asks if staff's recommendation on street improvements is defensible.

Williams: Answers yes, and that the improvements to drainage are really only affect the property owner and not a street improvement per se.

Quinlan: Breaks down the recommended list of improvements and asks for a breakdown as to why they fit within the rational nexus.

Williams: Obliges and breaks down the improvements and tests the rational reasons for recommended them. Building a 700 foot or longer street down to 15th does not fit within this test.

Quinlan: Reads several parts of code that are related to street improvements within the city and attempts to apply them to the northern part of Wood near to the development.

Brown: Asks if the Commission will still vote on the matter tonight. Brown defaults to the work of the City Attorney and staff in determining what is required for the proposed development.

Belden: Asks if it is possible to take money in-lieu of street improvements.

Garner: Answers yes, but it has historically and widely been used for traffic lights. The money would need to be spent within 5 years of receiving the money.

Brown: Asks if the new façade might be seen by passing around Wiedower's laptop.

Garner: Answers yes.

Hoffman: States again their stance on the Urban Residential Design Standards not being met with the proposed buildings.

Motion #1:

Commissioner Quinlan made a motion to **approve modified street improvements from the staff recommendation including a requirement to extend Wood Ave. south to connect to 15th street, and reducing other recommended on-site improvements.** **Commissioner Hoffman** seconded the motion. **Upon roll call the motion failed with a vote of 2-6-1.** **Commissioners Johnson, Belden, Brown, Noble, Scroggin, and Autry** voted 'no'. **Commissioner Niederman** abstained.

Motion #2:

Commissioner Brown made a motion to **approve condition #1 'Street Improvements' as recommended by staff.** **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 7-2-0.** **Commissioners Quinlan and Niederman** voted 'no'.

Motion #3:

Commissioner Brown made a motion to **approve condition #3 'parkland dedication' as recommended by staff.** **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-1.** **Commissioner Niederman** abstained.

Motion #4:

Commissioner Johnson made a motion to **approve conditions #4-#9** as recommended by staff. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 7-1-1. Commissioner Hoffman voted 'no'. Commissioner Niederman abstained.**

Motion #5:

Commissioner Brown made a motion to **approve the overall project as recommended by staff, including compliance with Urban Residential Design Standards, Condition #2, and all other conditions.** **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 5-2-2. Commissioners Quinlan and Hoffman voted 'no'. Commissioners Belden and Niederman abstained.**



PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner
Corey Granderson, Staff Engineer
Lee Porter, Urban Forester

MEETING: 8/14/17 **Updated with PC results**

SUBJECT: **LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563):** Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

RECOMMENDATION:

Staff recommends approval of **LSD 17-5775** with conditions.

MEETING OF AUGUST 14th, 2017:

At the Planning Commission meeting on July 24th, 2017, this item was tabled. The City Attorney's office has completed their review of the proposal and has found the development to be compliant with local, state, and federal regulations (see attached memo dated 8/4/17). Staff is still recommending in favor of the development.

MEETING OF JULY 24th, 2017:

At the Planning Commission meeting on July 10th, 2017, this item was tabled. This project has not changed in the interim.

MEETING OF JULY 10th, 2017:

At the Planning Commission meeting on June 26th, 2017, this item was tabled. This project has not changed in the interim, aside from additional public comment and the inclusion of Park's fees per the direction of the City Attorney in the attached memo. The City Attorney met with representatives from the Fayetteville Housing Authority on June 29th and is seeking more information from the Department of Housing and Urban Development before rendering legal opinion applicable to the Commission's determinations.

MEETING OF JUNE 26th, 2017:

At the Planning Commission meeting on June 12th, 2017, this item was tabled. This project has not changed in the interim, but staff has received and attached additional public comment. Staff is still recommending approval of the project based on the development meeting all applicable city code at this stage of development. In response to the Planning Commission's discussion at the June 12th meeting, staff finds that project the will not create or compound a dangerous traffic

condition pursuant to UDC 166.02(C). If the Planning Commission determines that a project will create an unsafe pedestrian condition, on- or off-site improvements such as sidewalks or crosswalks may be required in accordance with the rational nexus and rough proportionality tests of 166.04(A)(3). The applicant is currently proposing to widen Wood Avenue and construct new sidewalks for a length of approximately 650 linear feet. Staff does not recommend additional improvements other than what is currently proposed.

BACKGROUND:

The subject property contains approximately 9.62 acres and is located on the west side of Wood Avenue and 12th and 13th Streets at the Fayetteville Housing Authority's (FHA) Morgan Manor housing complex. The parcel is zoned DG, Downtown General and the surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Wood Avenue Head Start Pre-school; Future Willow Bend Subdivision	RSF-18, Residential Single-family, 18 Units per Acre; NC, Neighborhood Conservation
South	Agriculture	DG, Downtown General
East	Single-family Residential; Nantucket Apartments	DG, Downtown General
West	Single-family Residential; Multi-family Residential	NC, Neighborhood Conservation

Proposal: The applicant is proposing a 58 unit, or 116 bedroom, addition to the existing housing complex with associated parking. Extensions of 13th and 12th streets (which are private drives/internal parking lot drives, not public right-of-way) are proposed with a connection onto Wood Avenue.

Right-of-Way to be Dedicated: The internal streets are private drives. Right-of-way dedication along Wood Avenue is required 29.5-feet from road centerline.

Street Improvements: Staff recommends improving the west side of Wood Avenue, totaling approximately 650 linear feet, with road widening to 20-foot minimum for two drive lanes, a 7-foot parking lane, curb, gutter, storm drainage, 5-foot wide sidewalk, and streetlights along said street frontage. The applicant has elected to put in on-street parking to serve the proposed development.

Block Length/Connectivity: The subject development will be accessed from either Wood Ave, 12th Street, or 13th Street. Connectivity is proposed by way of connections from each of the above streets throughout the property.

Water and Sewer System: The subject property has access to water and sewer, which will need to be extended to more of the property with this development.

Tree Preservation:

Canopy minimum requirement: 10%

Existing canopy: 7.2%

Preserved canopy: 6.4%

Mitigation required: 2,413 Sq. Ft. (11 two-inch caliper trees, planted on site and \$675 paid via tree escrow)

Parks: This project has not been reviewed by the Parks and Recreation Advisory Board due to a previous determination of exemption from impact fees. Since that time the determination has been rescinded and money in-lieu of parkland dedication will be accepted. Fees in the amount of \$32,480 for 58 apartments are recommended in association with the currently proposed development, and are due before building permit approval. Final fee amount will be dependent on the actual number of units approved and the parks fee formula at the time of Planning Commission approval.

Public Comment: During the Subdivision Committee meeting on June 1st, 2017, members of the public spoke with concerns over car and pedestrian access to the site, traffic associated with an increased number of units, visibility and safety with large buildings, losing green space, high-density development, and low-income or unemployed residents living in Morgan Manor.

RECOMMENDATION: Staff recommends approval of LSD 17-5775 with the following conditions:

Conditions of Approval:

1. Planning Commission determination of street improvements. *Staff recommends improving the west side of Wood Avenue, totaling approximately 650 linear feet, with road widening to 20-foot minimum for drive lanes, a 7-foot wide parking lane, curb, gutter, storm drainage, 5-foot wide sidewalk, and streetlights along said street frontage.*

PC determined

~~Subdivision Committee recommends~~ in favor of this condition as recommended by staff.

2. Planning Commission determination on Urban Residential Design Standards. *Staff recommends in favor of the proposed elevations.*

PC determined

~~Subdivision Committee recommends~~ in favor of this condition as recommended by staff.

3. Planning Commission determination of money in-lieu of parkland dedication. *This project has not been reviewed by the Parks and Recreation Advisory Board due to a previous determination of exemption from impact fees. Since that time the determination has been rescinded and money in-lieu of parkland dedication will be accepted. Fees in the amount of \$32,480 for 58 apartments are recommended in association with the currently proposed development, and are due before building permit approval. Final fee amount will be dependent on the actual number of units approved and the parks fee formula at the time of Planning Commission approval.*

PC determined in favor of this condition as recommended by staff.

4. Right-of-way dedication in the amount of 29.5 feet from centerline along the site's Wood Avenue frontage prior to building permit via an easement plat.
5. Street lights shall be installed in accordance with code at all street intersections and spaced every 300 feet.
6. Conditions of approval from Fire, Engineering, and Urban Forestry are included in the official conditions of approval, attached hereto.
7. Per 172.08(B), 50% of the existing parking lot landscape must be brought into compliance, as determined by Urban Forestry.

8. For purposes of permit processing and fee calculations, this project is considered to be a private, for-profit development and is not exempt from payment of standard fees.
9. Minor comments to be fixed prior to building permit:
 - a. Must show right-of-way dimensions and Master Street Plan right-of-way line from centerline of Wood Avenue
 - b. Sidewalk connecting the community building to the public sidewalk on the principal façade should be located in relation to the door.

Standard conditions of approval:

10. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.
11. If applicable, a business license shall be obtained prior to opening the business to the public.
12. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
13. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
14. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.
15. All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure. A note shall be clearly placed on the plat and all construction documents indicating this requirement.
16. Trash enclosures shall be screened on three sides with materials complimentary to and compatible with the principle structure. Containers may also be screened from view of the street by the principal structure or vegetation. Elevations of the proposed dumpster enclosure shall be submitted to the Planning and Solid Waste Divisions for review prior to building permit.
17. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.
18. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.
19. Large scale development shall be valid for one calendar year.

20. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.
21. Prior to the issuance of a building permit the following is required:
- Grading and drainage permits
 - An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - Separate easement plat for this project that shall include the tree preservation area and all utility easements.
 - Project Disk with all final revisions
 - One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.
 - Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

Planning Commission Action: ☒ Approved ☐ Tabled ☐ Denied

Meeting Date: August 14, 2017

Motion:

Second: See motions on next page

Vote:

BUDGET/STAFF IMPACT:

None

Attachments:

- City Attorney's memo – 08/04/17*
- City Attorney's memo – 06/22/17*
- Fire Department comments
- City Engineering Division comments
- Urban Forestry comments
- Park's Department comments*
- E911 Addressing comments
- Applicant's letter
- Site Plan
- Elevations
- Public comment*
- One Mile Map

- Close up Map
- Current Land Use Map

*Underlined items indicate added information from previous reports

Motion: Quinlan Second: Hoffman Vote: 2-6-1	Motion 1: to approve a modified street improvement recommendation that included extending Wood Ave to 15th St and reduced on-site improvements Motion fails; Johnson, Belden, Brown, Noble, Scroggin, Autry dissenting; Niederman abstained
Motion: Brown Second: Noble Vote: 7-2-0	Motion 2: to approve condition 1 as recommended by staff Motion passes; Quinlan and Niederman dissenting
Motion: Brown Second: Noble Vote: 8-0-1	Motion 3: to approve condition 3 as recommended by staff Motion passes; Niederman abstained
Motion: Johnson Second: Noble Vote: 7-1-1	Motion 4: to approve conditions 4 thru 9 and standard conditions Motion passes; Quinlan dissenting; Niederman dissenting
Motion: Brown Second: Scroggin Vote: 5-2-2	Motion 5: to approve project as recommended by staff with the provided architectural elevations during the meeting for the accessory building, finding that the project meets Urban Residential Design code Motion passes; Quinlan and Hoffman dissenting; Belden and Niederman abstaining



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: Mayor Jordan
City Council
Planning Commission

CC: Don Marr, Chief of Staff
Paul Becker, Chief Financial Officer
Andrew Garner, City Planning Director

FROM: Kit Williams, City Attorney

DATE: August 4, 2017

RE: Large Scale Development for Additional Multi-Family Project at Morgan Manor

On June 22, 2017, I provided you my memo concerning the Large Scale Development at Morgan Manor proposed by the Fayetteville Housing Authority. I stated in this memo:

"I am certainly not an expert on these HUD regulations and requirements, but I am concerned enough to request that the Planning Commission table this proposed Large Scale Development as we continue our research and analysis."

I thank the Planning Commission for its tabling of the LSD while I sought information from the Fayetteville Housing Authority and advice from HUD. It took about a month for HUD to respond to my letter concerning the legality of the Fayetteville Housing Authority's planned sale of the Willow Heights project after completion of the expansion of the Morgan Manor project.

Attached is a scanned letter from Field Office Director Wanda C. Merritt of the Little Rock Field Office, Region IV of HUD that my office received this morning. Although it does not directly answer my letter's question about the requirements for the sale of the Willow Heights property, I believe that it is clear that the proposed Morgan Manor expansion Large Scale Development is not now in violation of "a city ordinance, a state statute, or a federal statute." § 166.02(a)(2)(a)(iii). Therefore, despite any misgivings you might have about the wisdom of the Fayetteville Housing Authority's decision of the "Transfer of Assistance" from Willow Heights to Morgan Manor to enable

the construction proposed by its LSD, the Planning Commission may only consider whether any of the six factors listed in § 166.02(a) justify rejection of the LSD.

The Planning Department has informed you that the Fayetteville Housing Authority's proposed Large Scale Development meets all the minimum standards imposed by the Unified Development Code including not creating or compounding a dangerous traffic condition.

The Arkansas Supreme Court has clearly held:

"When a subdivision ordinance specifies minimum standards to which a preliminary plat must conform, it is arbitrary as a matter of law to deny approval of a plat that meets those standards." Richardson v. City of Little Rock Planning Commission, 295 Ark. 189, 747 S.W. 2d 116, 117 (1988).

The wisdom of the proposed development is not a factor or consideration that the Planning Commission (or on appeal, the City Council) can legally consider. The property owner (in this case the Fayetteville Housing Authority) has the discretion to determine the advisability of its project. **The Planning Commission has no power or authority to question the property owner's rationale or reasons supporting its development decisions.**

From the HUD's letter dated August 1, 2017, it appears that the Fayetteville Housing Authority has properly followed HUD requirements to this point. Therefore, the Planning Commission must legally restrict its approval/rejection decision only upon the six factors found in § 166.02(a) which I have attached.



FPM

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Little Rock Field Office, Region VI
Office of the Field Office Director
425 West Capitol Avenue, Suite 1000
Little Rock, AR 72201
Phone (501) 918-5700 - Fax (501) 324-6142
www.hud.gov espanol.hud.gov

August 1, 2017

Mr. Kit Williams, Attorney
City of Fayetteville
113 W. Mountain St., Suite 302
Fayetteville, AR 72701

Dear Mr. Williams:

Thank you for your letter on July 3, 2017, in regards to the sale of the Fayetteville Housing Authority's Willow Heights property in Fayetteville, Arkansas.

According to the Department's Office of Recapitalization, under the Rental Assistance Demonstration program (RAD), a Public Housing Authority (PHA) may propose a "Transfer of Assistance (TOA)", per Section 1.4.A.12 of the RAD Notice. A PHA can only be approved for a TOA for good-cause, generally meaning that the project is physically obsolete. Indeed, the Fayetteville PHA has requested and received approval on May 17, 2017, for a TOA. Here is the narrative from their TOA request:

"The current units are located on a hillside site that would be cost-prohibitive to redevelop. There have been issues with foundations shifting and the need to construct retaining walls to maintain the current units. There is available land that the Housing Authority already owns that would accommodate reconstruction of the existing units. We propose to relocate the existing residents of the 40 public housing units at Willow Heights to new units to be constructed on vacant land adjacent to our existing Morgan Manor community. The new site at S. Wood Avenue and 12th Place is less than one mile from the existing site. The current site is on a hillside that would be cost-prohibitive to redevelop. There are current problems related to the slope of the property, including the need to install retaining walls. The residents will be relocated to brand new, energy efficient units with comparable access to employment and transportation. All of the existing residents at Willow Heights will be accommodated at the new location and will be able to move into a brand new apartment with modern, energy efficient amenities. The students will attend the same schools they currently attend and the site offers similar transportation and employment opportunities. The new site is less than one mile from the existing site."

The Office of Recapitalization has confirmed that the above explanation is consistent with the authority under the RAD Notice.

Some constituents have expressed concern about the possible sale of the land at a price that would provide a windfall to whomever is buying it. Section 1.4.A.12.b of the RAD Notice addresses the disposition of PHA property in the event of a TOA at closing. In that instance, the PHA must either sell or lease the property at closing for Fair Market Value to a third party and use the proceeds to support another RAD project or to support other affordable housing; or sell the land to be used for affordable housing. Also, if these sales do not occur within a year of closing, the PHA would have to go through the HUD Special Applications Center (located in Chicago) for future disposition, under 24 CFR Part 200.

The Willow Heights project received a "Commitment to Enter into a Housing Assistance Payment," or CHAP, on February 26, 2017, and is not expected to submit a financing plan until February 5, 2018. Therefore, it is still early in the pre-development stage. The PHA is prohibited from releasing this land on its own, and all sales would have to be approved by HUD. To date, HUD has not approved the sale of the Willow Heights project.

Thank you for your interest in the Department's policies and programs. Should you have further questions about this project, please contact Mr. Johnny Wooley, Director of Public Housing, at (501) 918-5750.

Sincerely,



Wanda C. Merritt
Field Office Director

Correspondence Code 6FMA	Originator	Concurrence	Concurrence	Concurrence
Name	JOB	WMM		
Date	8/1/17	8/1/17	8/1/17	
Yellow cc	Yellow	White	Blue	Green

KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

Phone 479.575.8313
cityattorney@fayetteville-ar.gov



113 W. Mountain Street, Suite 302
Fayetteville, AR 72701-6083

July 3, 2017

Ms. Lavern Collier
Office of Public Housing
U.S. Department of Housing and Urban Development
425 West Capitol Avenue, Suite 900
Little Rock, AR 72201-3488

Re: Sale of Willow Heights Housing in Fayetteville, Arkansas

Dear Ms. Collier:

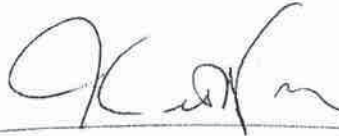
The City Administration has asked me to look into a question about the Fayetteville Housing Authority's possible sale of Willow Heights (5.32 acres with 40 townhouses/apartments) for about \$1,250,000.00 in order to help finance its proposed construction of new apartment buildings with about 58 total rental units including some market rate apartments at Morgan Manor. All forty of Willow Heights public housing units' tenants will be moved to Morgan Manor (if they so desire) by the Fayetteville Housing Authority. At that point, the HUD support for public housing or Section 8 housing will be transferred to Morgan Manor and HUD will be requested to remove any land title restrictions (or other regulatory requirements) on Willow Heights so that it can be sold without any need to comply with Section 18 of the Housing Act nor the Inventory Removal Application form (#2577-0075).

If the Fayetteville Housing Authority fully and successfully accomplishes all of the above tasks concerning the construction of the new apartments at Morgan Manor, the moving of all of the tenants to Morgan Manor and the transfer of HUD credits from Willow Heights to Morgan Manor, will HUD release all of its interest to and in Willow Heights and so allow the Fayetteville Housing Authority to sell Willow Heights to a

commercial buyer under whatever terms that are determined to be best by the Fayetteville Housing Authority?

I am no specialist in HUD regulations and statutes. If my question does not make sense or cannot be answered without further information, please call me at (479) 573-8313. Thank you so much for taking time to read this letter of inquiry and for making the effort to answer my question.

With kindest regards,

A handwritten signature in black ink, appearing to read 'Kit Williams', written over a horizontal line.

KIT WILLIAMS

Fayetteville City Attorney

cc: Mayor Jordan
Don Marr
Paul Becker

FAYETTEVILLE CODE OF ORDINANCES
TITLE XV UNIFIED DEVELOPMENT CODE

- (2) *Subdivision Committee and Planning Commission Approval.* The following applications shall be approved by the Subdivision Committee or Planning Commission, subject to the criteria listed below: Large scale development, preliminary plat and concurrent plat.
- (a) *Reasons For Denial.* The Subdivision Committee or Planning Commission may refuse to approve a large scale development, preliminary plat or concurrent plat for any of the following reasons:
- (i) The plat or development plan is not submitted in accordance with the requirements of this chapter.
 - (ii) The proposed development would violate a city ordinance, a state statute, or a federal statute.
 - (iii) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.
 - (iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
 - (v) City water and sewer is not readily available to the property within the large scale development, preliminary plat, or concurrent plat and the developer has made no provision for extending such service to the development.
 - (vi) The developer refused to comply with ordinance requirements or conditions of approval for on-site and off-site improvements.
- (D) *Plat Recordation or Construction Plan Approval.* After obtaining approval by the appropriate governing body, the applicant shall follow the procedures set forth below in order to record the plat or obtain construction plan approval.
- (1) *Property Line Adjustment, Lot Split, Final Plat, Concurrent Plat.* The applicant shall submit copies of the approved plats containing all required signatures to the Planning Division for final approval. The plats shall be recorded by the applicant and copies of the recorded plats provided to the Planning Division as required.
- (2) *Preliminary Plat, Large Scale Development and Large Site Improvement Plan.* Receipt of the approval authorizes the applicant to proceed with:
- (a) The preparation of plans, reports and specifications in accordance with City Engineering requirements including but not limited to:
- (i) Street plans, profiles and specification accompanied by soil analyses and design calculations;
 - (ii) Storm drainage plans, profiles and specifications accompanied by soil analyses and design calculations; and
 - (iii) Water and sewer plans, profiles and specifications, accompanied by design calculations, to be reviewed and approved by City Engineering.



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council
Planning Commissioners
Deniece Smiley, Executive Director of the Fayetteville Housing
Authority

CC: **Don Marr**, Chief of Staff
Paul Becker, Chief Financial Officer
Andrew Garner, Planning Director
Chris Brown, City Engineer
Mark Whitaker, Building Safety Director

FROM: **Kit Williams**, City Attorney

DATE: **June 22, 2017**

RE: **Willow Heights, Morgan Manor and the Fayetteville Housing
Authority**

IMPACT FEES

The Freedom of Information Act is an effective and vital tool that citizens can use to uncover important information from public entities. My thanks go to Melissa Terry and Allison Quinlan who have used the FOIA to clarify what the Fayetteville Housing Authority is proposing for their Morgan Manor project and how that project is tied to the sale and demolition of the current Willow Heights housing project.

One thing that I did not know when I initially determined that impact fees should be waived for what I thought was public housing for a non-profit semi-government entity (the Fayetteville Public Housing Authority) is that the real entity seeking authority to build the apartment building at Morgan Manor was "a for-profit entity mostly owned by outside investors."

Fayetteville Public Housing Authority attorney Jim Crouch, email of March 22, 2017. Jim Crouch is an excellent and trusted attorney who has represented the Fayetteville Housing Authority for decades. He continues with his analysis of Fayetteville's impact fee code in that email.

"I also looked back at the exemption language of the Fayetteville ordinance. I just don't know how we get past the requirement that it be a "non-profit" multi-family project, not to mention that to my knowledge it does not fall under the proper funding source, i.e. Community Block Grants, HUD loans, etc."
Id.

I now know that Mr. Crouch was 100% correct. However, I had believed that the Fayetteville Housing Authority was the actual entity proposing a Large Scale Development, not "a for-profit entity mostly owned by outside investors" when I wrote my memo of March 24, 2017 entitled **"Non-Profit Multi-Family Supportive Housing Shall be Exempted from Payment of Building Fees" and "Impact Fees" Chapter 159, Unified Development Code.**

Although the Fayetteville Housing Authority has presented this as its project, I believe that a for-profit entity will actually own 99.99% of the apartment building and receive all of the rents from this project for the next 15 years. I also now believe that some of the apartments in this proposed apartment building are intended to be market rate apartments rather than "supportive housing" for "low income individuals". For all practical purposes this is the project of a for-profit business and therefore, clearly not eligible for any impact fee exemption. I hereby withdraw my earlier memos and letter of March 28 recommending an exemption of impact fees.

My March 28, 2017 letter was based on and dependent upon my misunderstanding that the Morgan Manor development was a project by a non-profit entity (the Fayetteville Housing Authority). With the information obtained through the FOIA, I now understand that the real party in interest is a private, for-profit apartment builder. I stated in my letter the following:

"A private, for-profit apartment builder which constructed 58 apartments would be required to pay the following impact fees:

(1)	Water Impact Fee:	\$ 40,078.00
(2)	Waste Water Impact Fee:	\$ 35,960.00
(3)	Parkland Fee:	\$ 32,480.00
(4)	Police/Public Safety Impact Fee:	\$ 9,396.00
(5)	Fire Protection Impact Fee:	\$ 8,700.00

Total: \$126,614.00"

Fayetteville's earlier proposed exemption of this Morgan Manor apartment building construction from impact fees must now be withdrawn. I now recommend to all of the City's Impact Fee Administrators to impose the normal impact fees required by the Unified Development Code which should total about \$126,000.00

CONSIDERATION OF LARGE SCALE DEVELOPMENT

For over 15 years, I have reminded the City Council and Planning Commission that a Large Scale Development can only be rejected for one of the six stated reasons found in the Unified Development Code. The second of those reasons is: "(b) The proposed development would violate a city ordinance, a state statute, or a federal statute." § 166.02(C)(1)(a)(iii) I do not believe that a Large Scale Development has been denied for such a violation of the law during my sixteen years of service as City Attorney.

I am not yet prepared to opine whether this proposed project has violated federal law despite evidence uncovered through the FOIA that has caused me concerns that this project may not have fully complied with all HUD regulations. It appears that the Fayetteville Housing Authority has not obtained an independent appraisal of the Willow Heights property which appears to usually be required prior to a sale. Some other possible requirements regarding consulting with current tenants, appraisals of any rehabilitation costs of Willow Heights units and the lack of an express letter of support from Fayetteville Mayor Lioneld Jordan (as show in HUD regulations) also appear to be potential weaknesses for this project.

I am certainly not an expert on these HUD regulations and requirements, but I am concerned enough to request that the Planning Commission table this proposed Large Scale Development as we continue

our research and analysis. It appears that the sale of Willow Heights is an integral and necessary part of the funding to enable the apartment building to be financed and constructed. Therefore, the propriety and legality of the proposed sale of Willow Heights, especially the Fayetteville Housing Authority's full compliance with all federal regulations should be reviewed before it would be appropriate to approve a Large Scale Development dependent upon this proposed sale.

By this memo, I do not intend to criticize nor cast aspersions on any member of the Fayetteville Housing Authority who are all well-meaning, compassionate and public spirited volunteers. I also present no criticism of the Executive Director Deniece Smiley or attorney Jim Crouch, both of whom I have known and respected for decades. I simply need additional time to examine and evaluate the new information provided to me by Melissa Terry and Allison Quinlan and receive additional information and explanation from attorney Jim Crouch concerning various issues. This proposed project and the existing Willow Heights housing development are simply too important for our citizens to rush to a final decision on the proposed Large Scale Development at Morgan Manor.

TO: Harry Davis, Planner

FROM: Battalion Chief Brian Sloat, Deputy Fire Marshal

DATE: June 8, 2017

SUBJECT: 17-5775 LSD 324 E. 12th Place/ Morgan Manor Apartments Addition

The Fire Department has the following conditions of approval. The Arkansas Fire Prevention Code, 2012 Edition, Volume 1 (AFPC) was referenced with the code sections indicated:

It is not clear that a Fire Hydrant meets the 100' proximity to the Fire Department Connection for the 24 unit, 3-story building in the Northeast corner of the proposed project. This must be indicated on future permit submittals.

- **912.2.3 Proximity to hydrant.** Fire department connections for each sprinkler system or standpipe system shall be located not more than 100 feet (3048 mm) from the nearest fire hydrant connected to an approved water supply measured along the path of vehicle travel.

All roads that meet the definition of a fire apparatus access road shall be posted in accordance with Appendix D of the AFPC, "NO PARKING—FIRE LANE"

- **503.3 Marking.** Approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. Signs shall be located at each end of a painted curb, and additionally in between so that the maximum separation between the signs is 100 feet (30 m) as measured along the centerline of the fire apparatus road.



TO: Harry Davis, Planner

FROM: Corey Granderson, Staff Engineer

DATE: May 30, 2017

SUBJECT: Subdivision Committee Engineering Comments for LSD 17-5775 Morgan Manor Apartments

Plan Comments:

1. "Office/Community" Building is shown too close to existing waterline. Maintain 10FT minimum separation from edge of footing and provide additional utility easements if not in place for 20FT width centered on water line.

Drainage Comments:

1. (Previous Comment) The drainage report narrative must provide a clear statement of the following for each overall study point:
 - a. Existing impervious area in project limits
 - b. Proposed impervious area in project limits
 - c. Increase in impervious area
 - d. Impervious area draining to water quality features
 - e. Impervious area NOT draining to a water quality feature
2. Much of this drainage report contains a mixture of calculations/terminology from two stand-alone methods presented in the Drainage Criteria Manual. Please chose either Chapter 4 (WQv) or Chapter 5 (Rv) methodology and do not intermix.
3. Drainage area "GSP-5" shows roof drainage being sent to a Bioretention area but the plans do not show how this water will get to the Bioretention area. Please clarify.
4. Where are the underdrains for the Bioretention areas, and where do they tie-in?
5. Please clearly show the PRE/POST peak flowrates for all storms at study point #2 and demonstrate that no increases in peak flowrate will occur.
6. The drainage design appears to be feasible at this time; a detailed review will occur at the time of construction-level review. Further comments may be pending.

Standard Comments:

1. All designs are subject to the City's latest design criteria (water, sewer, streets and drainage). Review for plat approval is not approval of public improvements, and all proposed improvements are subject to further review at the time construction plans are submitted.
2. Any damage to the existing public street due to construction shall be repaired/replaced at the owner/developers expense
3. Water and sewer impact fees will apply for the additional impact to the system. The fees will be based on the proposed meter size and will be charged at the time of meter set.

4. Fire Line monthly fees will be applied based on the size of the riser penetrating the slab. See Chapter 51.136 of the Unified Development Code for table of fees associated with pipe diameter.
5. Commercial structures that may require a fire sprinkler system must obtain a fire flow study submitted and approved by the fire department prior to approval of the project.
6. Prior to engineering approval of the **building permit**, either the required public improvements must be installed and accepted, or performance bonds in the amount of 150% of the construction cost for all public improvements must be submitted, accompanied by a unit price estimate approved by the Engineering Division.
7. Note, the following portions of all projects will typically not be reviewed by the Engineering Division until time of construction-level review (unless specifically requested at plat review):
 - o Storm Sewer pipe/inlet sizing, gutter spread, profiles, or utility conflicts
 - o Sanitary Sewer pipe sizing, profiles, or utility conflicts
 - o Waterline fittings, callouts, or utility conflicts
 - o Street profiles
 - o Fine grading/spot elevations
8. The Engineer of Record shall:
 - a. Review and approve material submittals. Approved submittals shall be submitted to the City for concurrence before grading permit is issued.
 - b. Perform "Full Time" Inspection for the utility installation and shall be "In- Charge" of the approval testing.
 - c. Provide a qualified representative for all testing and inspection.
 - d. Schedule testing with the Public Works Inspector.
 - e. Authorize geotechnical testing laboratory to provide reports directly to City in PDF format. Reports shall be submitted in a timely manner.
 - f. Prepare material data sheets and test reports required by the specifications.
 - g. Insure that daily inspection reports and data sheets are submitted to the City of Fayetteville's public works inspector weekly in PDF format.
9. 2012 Standard Water & Sanitary Sewer Specifications & Details apply
10. Demolition shall not begin until the appropriate erosion control measures and required tree preservation fencing are installed
11. Prior to **Project Acceptance** (Certificate of Occupancy or Temporary Certificate of Occupancy) the following items must be performed or provided to the satisfaction of the Engineering Department:
 - h. The work shown on the civil site package must be complete and the items on the final punch list completed.
 - i. Vegetation must be established and perimeter erosion controls removed.
 - j. One (1) set of as-built drawings of the complete project (excluding details) as a hard copy, digital file .dwg, and PDF format;
 - i. Public infrastructure and services shall be surveyed after installation in relation to easements, property lines, and rights-of-way.
 1. More than 2 ft deviation of design alignment of shall require new easement dedication or adjustment of the utility/storm drain.

- ii. Sanitary Sewer, and Storm Drainage (Including Private) elevations must be verified and updated. (Elevations out of design tolerance must be corrected)
- iii. Street Centerline, Width, Profiles and Cross slopes shall be verified.
 - 1. More than 6 inches deviation of design alignment of shall require new right of way dedication or adjustment of the street section.
- iv. Adequate verification survey to confirm accuracy of drainage report.
- v. As-builts should include the following information in a table; Linear Feet of new public streets, sidewalk (categorized by width), waterline, and sanitary sewer. Square feet of newly dedicated right-of-way.
- k. Unit price construction costs for review and approval and a single 2 year maintenance bonds in the amount of 25% of the public improvements;
- l. Certification that the streets, sidewalk, storm sewer, water, fire line, and sewer lines, etc., were installed per approved plans and City of Fayetteville requirements;
 - i. Provide all Inspection Reports; approved submittals; Data Forms from Utility Specifications (Including Consultants sewer TV report); compaction test results, etc...
- m. Certification that the designed retaining walls were installed per approved plans and City of Fayetteville requirements (Inspection and Testing Reports required);
- n. Cross Sections, Volume Calculations, and Certification Retention/Detention Ponds are in accordance with the approved Drainage Report.
- o. Surveyor's Certification of Compliance for monuments and property pins.
- p. The As- Built Final Drainage Report in PDF format updated per as-built invert, slope, inlet opening, road profile, cross slope, etc...

Davis, Harry

From: Porter, Lee
Sent: Tuesday, June 06, 2017 4:56 PM
To: Davis, Harry
Subject: Morgan Manor

Hey Harry –

The Morgan Manor review is complete and in the ETC. There are two major items for UF:

1. THEY NEED TO SHOW HOW THEY ARE GOING TO ROOT PRUNE OR MINIMIZE DAMAGE TO THE TREE CANOPY IN THE CENTER OF THE SITE THAT THEY SAY THEY ARE PRESERVING. (Yes, in all caps to emphasize importance) Otherwise, the canopy will not be counted as preserved.
2. Landscape Plans need to signed by a registered Landscape Architect.

Let me know if you have questions.

Thanks!
Lee

Lee Porter
Urban Forester
Parks & Recreation Department
City of Fayetteville, Arkansas
lporter@fayetteville-ar.gov
T 479.444.3486





TREE PRESERVATION AND PROTECTION – Chapter 167

To: Fayetteville Housing Authority and Blew + Associates

From: Lee Porter, Urban Forestry

CC: Harry Davis, Planner

Date: June 6, 2017

Subject: LSD 17-5775 : Morgan Manor Apartments Addition : Planning Commission Review Comments

Requirements Submitted:

Y	Initial Review with the Urban Forester
Y	Site Analysis Map Submitted (if justification is needed)
NA	Site Analysis Written Report Submitted (justification is needed)
N	Complete Tree Preservation Plan Submitted
N	Tree Mitigation Table on Plans
NA	Tree Preservation Waiver Submitted (only use if no trees onsite or near P/L)

TREE PRESRVATION CALCULATIONS

- Total Site Area* is property line minus Master Street Plan ROW, existing easements, and Dedicated Parkland
- Existing Tree Canopy* is total tree canopy minus Master Street Plan ROW and existing easement.

Tree Preservation Calculations		
	Square Feet	Percent of site
Total Site Area *Minus Right of Way and Easements	310,594	100%
Zoning Designation * Select Below with drop down arrow		
DG, Downtown General	31,059	10%
HHOD * Select Below with Drop Down Arrow		
No	0	0%
Total Canopy for Minimum Preservation Requirements	31,059	10.0%
Existing Tree Canopy * Minus Right of Way and Easements	22,431	7.2%
Tree Canopy Preserved	20,018	6.4%
Tree Canopy Removed *On Site	2,413	0.8%
Tree Canopy Removed *Off Site	0	
Tree Canopy Removed Total	2,413	0.8%
Removed Below Minimum	11,041	
Mitigation Requirements	2,413	

Tree Canopy Mitigation:

Canopy Below Required	Preservation Priority/Type	Forestation Base Density (ft2)	Number of 2" caliper trees to be planted
2143	High Priority	218	11
0	Mid Priority	290	0
0	Low Priority	436	0
Total Mitigation			11

Mitigation Type Requested	Qty	Each	Total Cost
On-site Mitigation		11	
Off-site Mitigation			
Tree Escrow		\$675	
Total Mitigation		11	

Mitigation Type Requested: No Tree Preservation Calculations Provided

☒ On-Site ☐ Off-Site ☐ Tree Escrow ☐ Not Requested Yet

Mitigation Type Requested Approved: ☒ YES ☐ NO

TREE PROTECTION PLAN CHECKLISTS AND COMMENTS:

Plan Checklist:

Yes = submitted by applicant

No = required by City Code but not included on submitted plan

NA = not applicable

The Site Analysis Plan [167.04(H)(1)]

Tech Plat	SD	PC	Site Analysis Plan Components
Yes	Yes	Yes	5 year aerial check on existing trees
Yes	Yes	Yes	Property Boundary
Yes	Yes	Yes	Natural Features 100ft beyond property line shown
Yes	Yes	Yes	Existing Topography with slopes $\leq$ 15% highlighted
Yes	Yes	Yes	Soils
Yes	Yes	Yes	Significant Tree(s): 24", 18" and 8" DBH
Yes	Yes	Yes	Table listing Sig. Trees with species, size, health, priority.
NA	NA	NA	Grouping of Trees: all other trees that do not meet significant requirements.
Yes	Yes	Yes	Table listing Grouped Trees with average species, size, health, priority
Yes	Yes	Yes	All existing utilities
NA	NA	NA	All perennial and intermittent streams with approximate center line
NA	NA	NA	Floodplains/Floodways
Yes	Yes	Yes	Existing street, sidewalk or bike path ROW
Yes	Yes	Yes	Submitted Site Analysis Plan

The Analysis Plan Report [167.04(H)(4)]

Tech Plat	SD	PC	Analysis Plan Report Components
No	Yes	Yes	Detail Design Approaches used to minimize damage to OR removal of existing canopy
No	Yes	Yes	Justification for removal of individual or groupings of trees/canopy

No	Yes	Yes	Details providing information on on-site mitigation OR off-site alternatives
No	Yes	Yes	Submitted Analysis Report/Statement – Note the process, iterations, and approaches with tree preservation in mind.

Tree Preservation Plan [167.04(H)(2)]

Tech Plat	SD	PC	Tree Preservation Plan Components
Yes	Yes	Yes	Shows ALL Proposed Site Improvements
Yes	Yes	Yes	Delineates trees/canopy to be preserved and removed
Yes	Yes	Yes	Delineates existing and proposed grading
Yes	Yes	Yes	Depict limits of soil disturbance
			Detail methods that will be used to protect trees during construction:
Yes	Yes	No	1. Tree Protection Fencing
NA	NA	No	2. Limits of Root Pruning
Yes	Yes	Yes	3. Traffic flow on work site
No	No	Yes	4. Location of material storage
No	No	Yes	5. Location of concrete wash out – move outside of trees to be saved
NA	NA	NA	6. Location of construction entrance/exit
Yes	Yes	Yes	Location of ALL existing and new utility/drainage easements

Conditions of Approval:

Urban Forestry recommends approval of the Tree Preservation Plan with the following conditions of approval:

1. Address items above marked “No” and all Redlines provided.
2. Please show Tree Preservation Fencing.
3. Please explain how trees will be root pruned to save the canopy on site where development is going to happen underneath. If no explanation is provided, the tree canopy will be counted as removed.

[illegible]

Zone Designation	Square Feet	Percent of site
Total Site Area "Main Right of Way and Easements"	313,504	100%
Zone Designations		
DOC, Downstream Canal	31,659	10%
DOC, Upstream Canal	0	0%
DOC, Right of Way	31,659	10.09%
Total Canopy for Minimum Preservation Requirements	22,413	7.2%
Existing Tree Canopy + Main Right of Way and Easements	20,018	6.4%
Total Canopy Preserved	2,413	0.8%
Tree Canopy Removed "On Site"	0	0
Tree Canopy Removed "Off Site"	0	0
Total Canopy Removed "Off Site"	2,413	0.8%
Tree Canopy Preserved	11,641	
Removed Below Minimum	2,413	
Margin Preservation Requirements		

Canopy Below Requirements 50 %	Preservation Priority Type	Forestation Base Density	Number of 2° Cadastre Trees to be Planted
2,413	High Priority	218	11
0	Mid Priority	290	0
0	Low Priority	436	0

Feature	Description
=====	Property Line
-----	Outside Property Line
-----	Offsite Property Line
-----	Right-of-Way Line

Note: See Survey for Existing Features Legend.

	Free Chain to be Processed Free Production / Unsubstituted Areas Free Chain is able to be Remolded

completed Landscape Survey Form.
Prior to Final Plan, a 2-year Maintenance Plan must be submitted with a 2-year warranty (letter of credit, bond, or cash) and completed Landscape Survey Form.
Tree Preservation Fencing and other preservation techniques approved in SLP shall be maintained throughout construction and until issuance of Certificate of Occupancy.

MAP UNIT SYMBOL	MAP UNIT NAME	RATING
Ju	juvenile forest, 1 to 2 percent slope	D
LAC2	Lake forest, 3 to 8 percent slope, wooded	C
PGC2	Pickwick gravelly forest, 5 to 8 percent slope, wooded	B
SAB	Savanna tree rarely forest, 1 to 2 percent slope	C

SURVEY TABLE				STATUS	PRIORITY	COMMENTS
1	1	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
2	2	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
3	3	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
4	4	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
5	5	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
6	6	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
7	7	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
8	8	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
9	9	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
10	10	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
11	11	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
12	12	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
13	13	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
14	14	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
15	15	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
16	16	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
17	17	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
18	18	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
19	19	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
20	20	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
21	21	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
22	22	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
23	23	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
24	24	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
25	25	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
26	26	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
27	27	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
28	28	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
29	29	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
30	30	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
31	31	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
32	32	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
33	33	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
34	34	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
35	35	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
36	36	OPEN	Low	Open	Low	NO PRIORITY
		CLOSED	High	Open	High	NO PRIORITY
37	37	OPEN	Low	Open	Low	NO PRIORITY

Scale 14.7.6.

Scale 14.7.6.



LANDSCAPE REGULATIONS – Chapter 177

To: Fayetteville Housing Authority and Blew + Associates

From: Lee Porter, Urban Forestry

CC: Andrew Garner, Planning Director

Date: June 6, 2017

Subject: LSD 17-5775 : Morgan Manor Apartments Addition : Planning Commission Review Comments

Applicable Requirements:

Y	Site Development & Parking Lot Standards
Y	Street Tree Planting Standards
NA	Stormwater Facilities

Plan Checklist:

Yes = submitted by applicant

No = required by City Code but not included on submitted plan

NA = not applicable

Tech Plat	SC	PC	All Landscape Plans
Yes	Yes	Yes	Irrigation notes either automatic or hose bib 100' o.c. (177.03A.7.g & 177.04.B.3.a)
Yes	Yes	Yes	Species of plant material identified (177.03.A.7.d & e)
Yes	Yes	Yes	Size of plant material at time of installation indicated minimum size 2" caliper for trees and 3 gal. shrubs (177.03.A.7.b & c)
Yes	Yes	Yes	Soil amendments notes include that soil is amended and sod removed (177.03.C.6.b)
Yes	Yes	Yes	Mulch notes indicate organic mulching around trees and within landscape beds (177.03.C.6.c & d)
No	No	No	LSD and Subdivisions plans stamped by a licensed Landscape Architect, others by Landscape Designer (177.03.B)
NA	NA	Yes	Planting bed contained by edging (177.03.C.6.f)
Yes	Yes	Yes	Planting details according to Fayetteville's Landscape Manual (177.03.C.6.g)

Tech Plat	SC	PC	Site Development & Parking Lot Standards
Yes	Yes	Yes	Wheel stops/ curbs (177.04.B.1)
Yes	Yes	Yes	Interior landscaping (177.04.C) <i>Narrow tree lawn (8' min width, 37.5' min length/ 1 tree per 12 spaces) OR Tree island (8' min. width, 18.7' min. length/1 tree per 12 spaces) All parking lot trees must be deciduous (177.04.C.3)</i>
NA	NA	NA	Placement of Trees (177.04.C.2) <i>Either side at points of access (entrance/exit)</i>
Yes	Yes	Yes	Perimeter landscaping (177.04.D) <i>Side and rear property lines (5' wide landscaped) Front property line (15' wide landscape) (177.04.D.2.a) Shade trees planted on south and west sides of parking lots (177.04.D.2.e) Parking lot adjacent to R.O.W.- continuous row planting of shrubs - 50% evergreen. Remaining landscaping to be ground cover and / or turf.) (177.04.D.4a) NOTE: Shade trees are described in street tree planting standards</i>
Tech Plat	SC	PC	Street Tree Planting Standards (time of F.P. or permit) (177.05)
NA	NA	NA	Residential Subdivisions- 1 large species shade tree/ lot tree planted within R.O.W. if possible
Yes	Yes	Yes	Nonresidential Subdivision- 1 large species shade tree/30 L.F. tree planted within 15-25' greenspace
NA	NA	NA	Urban Tree Wells-urban streetscape only- 8' sidewalk , trees every 30 L.F. (177.05.B.3.a-f)
NA	NA	NA	Structural Soil-if urban wells are used, a note or detail of structural soil must be indicated on the landscape plan and inspected at time of construction.
NA	NA	NA	Timing of planting indicated on plans (subdivisions only) (177.05.A.4)
NA	NA	NA	Written description of the method for tracking plantings (177.05.A.4.e)
Yes	Yes	Yes	Plan contains 3-year Maintenance and Monitoring Agreement. The owner shall deposit with the City of Fayetteville a surety for approved landscape estimate. (177.05.A.2.e)
Tech Plat	SC	PC	Stormwater Facilities (time of F.P. or permit) (177.06.A – C)
5	5	5	1 deciduous or evergreen tree/ 3000 square feet
19	20	20	4 large shrubs or small trees (3 gal) / 3000 square feet
29	30	30	6 shrubs or grasses (1 gal) / 3000 square feet
Yes	Yes	Yes	Ground cover unless seed or sod is specified
Yes	Yes	Yes	50% of facility planted with grass or grass like plants

Landscape Requirements Table		
11	Mitigation Trees	3-year surety required
21	Street Trees	3-year surety required
12	Parking Trees	
5	Detention Large Trees	
20	Detention Small Trees / Large Shrubs	
30	Detention Small Shrubs	

Conditions of Approval:

Urban Forestry recommends approval of the Tree Preservation and Landscape Plan with the following conditions of approval:

1. Address all items above marked "N".
2. Plans need to be provided by a registered Landscape Architect.



CITY OF
FAYETTEVILLE
ARKANSAS

TO: Planning Division

FROM: Ken Eastin, Park Planner II

DATE: June 26, 2017

SUBJECT: Parks & Recreation Technical Plat Review Comments

Meeting Date: June 26, 2017

Item: 17-5775 LSD 324 E. 12th Place (Morgan Manor Apts. Addition)
563

Park District: SE

Zoned: DG

Billing Name & Address: Fayetteville Housing Authority
#1 North School
Fayetteville, AR 72701

	<u>Current Land Dedication Requirement</u>	<u>Money in Lieu</u>
Single Family	_____ @ 0.023 acre per unit = _____ acres	@ \$920 per unit = \$ _____
Multi Family	_____ @ 0.014 acre per unit = _____ acres	58 @ \$560 per unit = <u>\$32,480</u>

COMMENTS:

- This project has not been presented before the Parks and Recreation Advisory Board due to a previous determination that impact fees would not be applicable; however, this determination has since been rescinded.
- In lieu of a parkland dedication, fees are assessed for multi-family development for a total of 58 additional units.
- The actual amount of acreage and/or fees will be determined by the actual number of units and the park land formula at Planning Commission approval of this Large-Scale Development.
- Fees must be paid prior to issuing of building permits.

C2

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

March 28, 2017

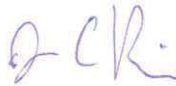
City of Fayetteville
Development Services
113 West Mountain Street
Fayetteville, AR 72703

SUBJECT: Morgan Manor Addition Large-Scale Development
 Blew Project #16-376

To Whom It May Concern:

On behalf of our client, the Fayetteville Housing Authority, we are submitting plans for a Large-Scale Development in the City of Fayetteville. The proposed development is an addition to the Morgan Manor housing complex located at 324 East 12th Place. It will consist of the construction of 58 additional dwelling units, the extension of 12th Place and 13th Place, storm water facilities, parking, utilities, landscaping, and other improvements as required by the City of Fayetteville.

Sincerely,



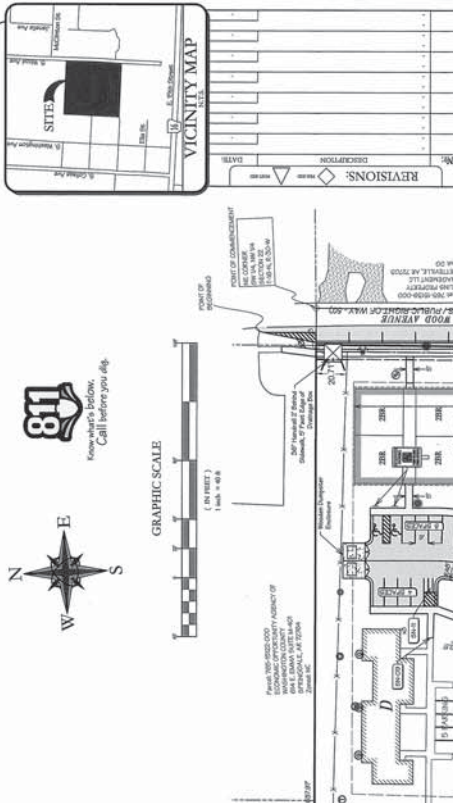
Jacob Rennick, EI
Blew & Associates, PA

Proposed Features: Table with 2 columns: Feature, Description. Includes items like Property Line, Right-of-Way Line, Easement Line, etc.

Parking Information: Table with 3 columns: VEHICLE, TOTAL, NOTES. Includes rows for Proposed Reduction, Right of Turn, etc.

Sign Legend: Table with 3 columns: Symbol, Description, Sign Type. Includes rows for Stop, Yield, etc.

Buildable Street Frontage: Table with 3 columns: Zoning, Front Yard Build To Zone, Street Frontage. Includes rows for R-1, R-2, etc.

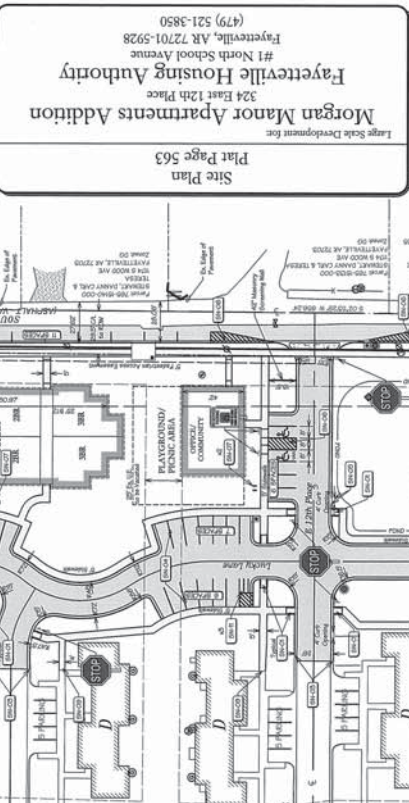


Site Information: Table with 2 columns: PROPERTY INFORMATION, ZONING REGULATIONS. Includes rows for Gross Site Area, Net Site Area, etc.

Site Plan Notes: List of notes regarding the site plan, including setbacks, easements, and other regulatory requirements.

Flood Certification: Table with 2 columns: FLOOD CERTIFICATION, FLOOD ZONE. Includes rows for Flood Zone, Flood Elevation, etc.

Site General Notes: List of general notes regarding the site, including setbacks, easements, and other regulatory requirements.

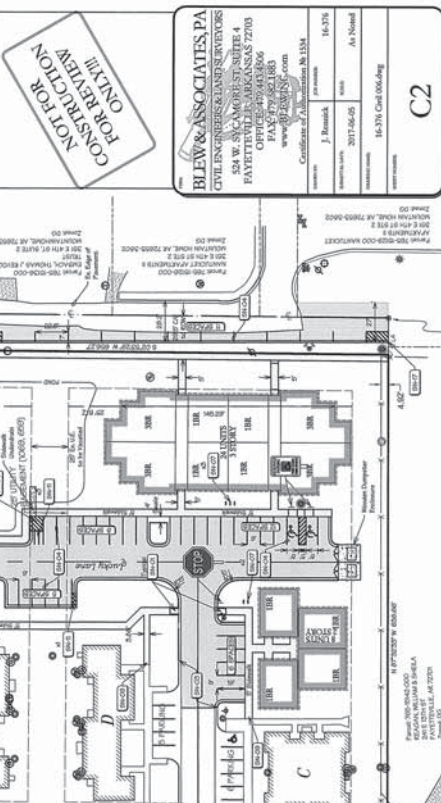


Site General Notes: List of general notes regarding the site, including setbacks, easements, and other regulatory requirements.

Flood Certification: Table with 2 columns: FLOOD CERTIFICATION, FLOOD ZONE. Includes rows for Flood Zone, Flood Elevation, etc.

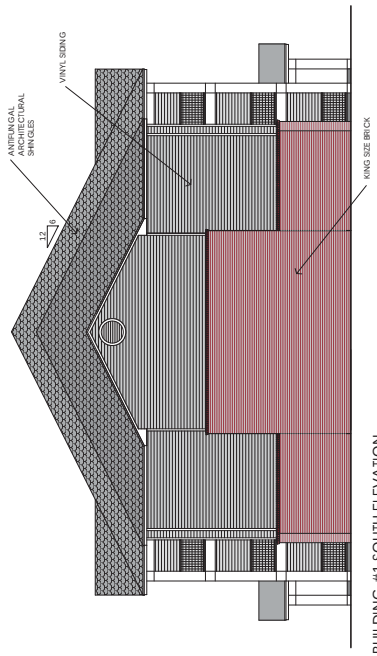
Site Plan Notes: List of notes regarding the site plan, including setbacks, easements, and other regulatory requirements.

Parking Information: Table with 3 columns: VEHICLE, TOTAL, NOTES. Includes rows for Proposed Reduction, Right of Turn, etc.

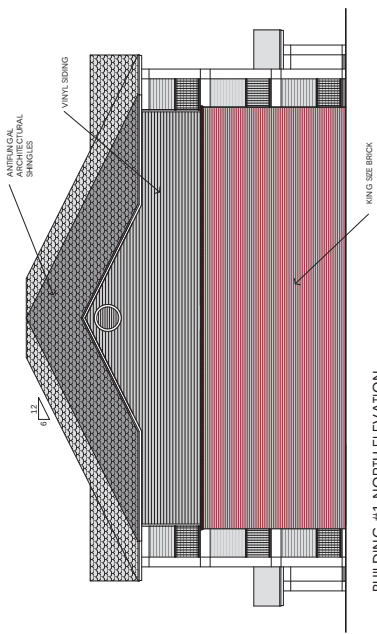




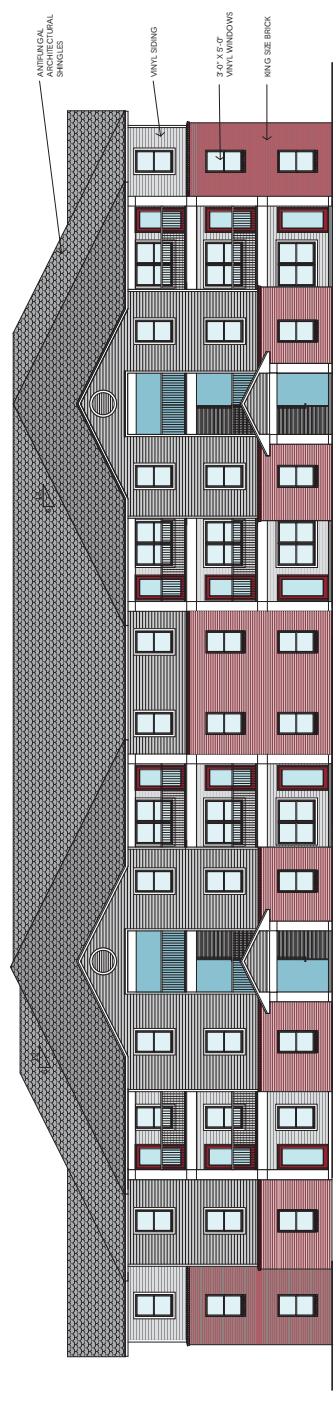
BUILDING #1 WEST ELEVATION
1/8" = 1'-0"



BUILDING #1 SOUTH ELEVATION
1/8" = 1'-0"



BUILDING #1 NORTH ELEVATION
1/8" = 1'-0"



BUILDING #1 EAST ELEVATION
1/8" = 1'-0"

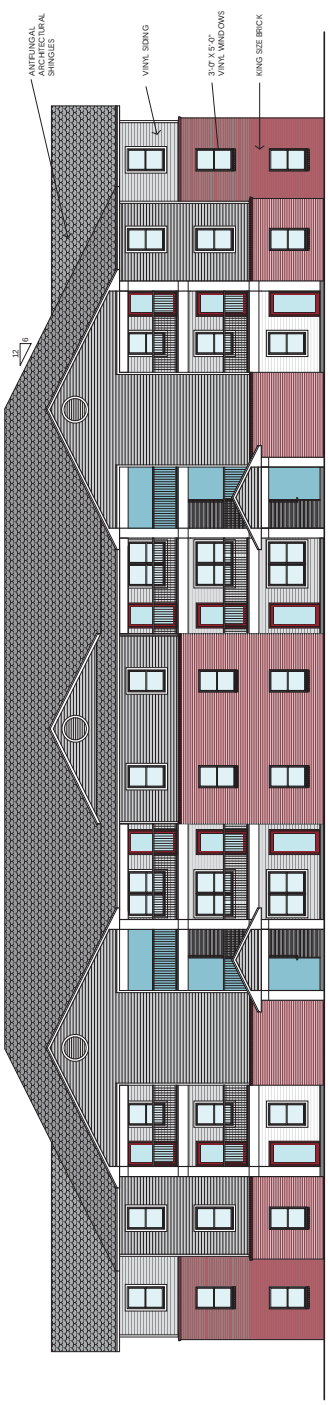
REV	DATE	DESCRIPTION

**Addition to
Morgan Manor Apartments**
Fayetteville, Arkansas

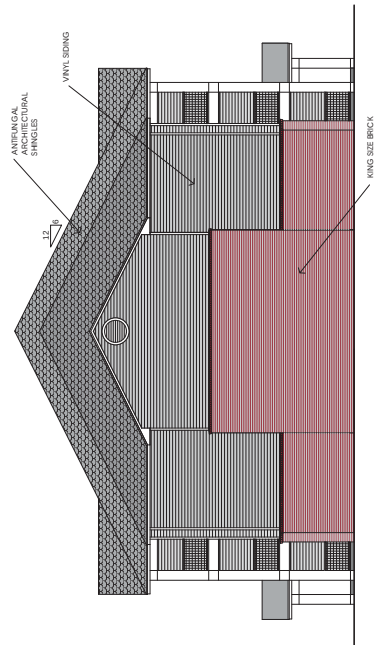
H+W
Heiple+Wiedower
Architects - Planners
318 Pres. Citron Avenue
Fayetteville, AR 72701
(1) 501-707-0115
(1) 501-707-0118

Project No:
HW16-725
Date:
3/26/17
Sheet Title:
**BUILDING #1
ELEVATIONS**
Sheet No:

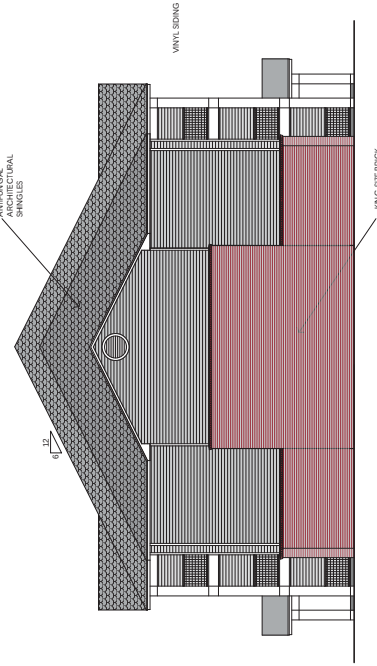
A2.1



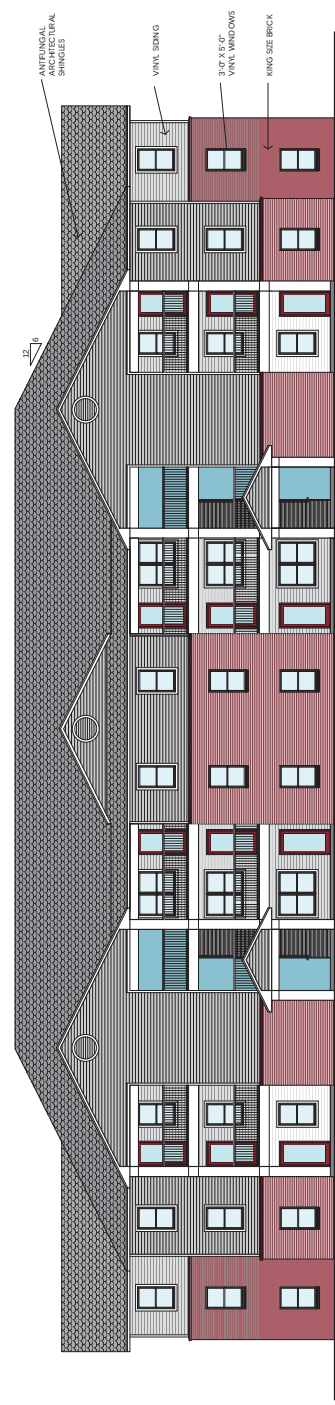
BUILDING #2 - EAST ELEVATION
1/8" = 1'-0"



BUILDING #2 - SOUTH ELEVATION
1/8" = 1'-0"



BUILDING #2 - NORTH ELEVATION
1/8" = 1'-0"



BUILDING #2 - WEST ELEVATION
1/8" = 1'-0"

REV	DATE	DESCRIPTION

**Addition to
Morgan Manor Apartments**
Fayetteville, Arkansas

H+W
Heiple+Wiedower
Architects - Partners
319 Pres. Clinton Avenue
Little Rock, AR 72201
(501) 767-7201
(501) 501-707-0118

Project No:
HW16-725
Date:
3/26/17
Sheet Title:
**BUILDING #2
ELEVATIONS**
Sheet No:

A2.2

Davis, Harry

From: Alan Ostner <alan.72701@gmail.com>
Sent: Friday, April 21, 2017 2:14 PM
To: Davis, Harry
Subject: Morgan Manor Apartments Creating Dangerous Traffic Situation

Hello Mr. Davis,

As a neighbor, I am very concerned that the Morgan Manor apartment project will dangerously increase traffic on the streets of South Wood, South Washington, South College, and the segments of 12th and 13th that connect South College and Morgan Manor. Those streets are treacherous even today! People fly through there at high speeds all the time. This apartment complex will really make a dangerous traffic situation.

Best,

Alan Ostner
Landscape Architect

Davis, Harry

From: Garner, Andrew
Sent: Friday, June 16, 2017 7:59 AM
To: Davis, Harry
Subject: FW: Willow Heights - Morgan Manor Expansion

Harry,
Please save this in the public comment folder for this item and include it in the next Planning Commission packet.

Andrew Garner, AICP
City Planning Director
City of Fayetteville, Arkansas
agarner@fayetteville-ar.gov
479.575.8262
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

From: Nola Derby [mailto:rxdx1117@gmail.com]
Sent: Thursday, June 15, 2017 5:19 PM
To: Garner, Andrew
Subject: Willow Heights - Morgan Manor Expansion

June 15, 2017

Mr. Andrew Garner and Members of the Fayetteville City Planning Commission:

As a property owner in South Fayetteville, I am writing to voice my concern on moving Willow Heights occupants to Morgan Manor via expansion of Morgan Manor. I have lived and owned property on 13th Street for 12 years. What was a relatively quiet neighborhood will soon not be with the building of 78 additional homes in the recently started "Houses at Willow Bend" mixed income housing (otherwise known as "The Projects" in other parts of the country). It has been proven around the United States that low-income units should not be concentrated in one part of a city only. It places additional burdens on the community, by increasing crime rates, increasing traffic and increasing noise.

I was concerned about the additional 78 houses in the neighborhood but became resigned to the fact that they were going to be built on a very compact footprint (7 acres). I hope that they will not change their design of the new homes, which are "cottage style", and thus fit in better with neighboring homes. Now, I am very concerned with the proposed expansion of Morgan Manor, especially, the proposal of 58 additional units to

include two three-story buildings, one two-story building, and a community center. No homes in the neighborhood are over two stories and no new buildings should be over two stories, so please maintain a height restriction for buildings in the neighborhood. With the 58 additional units to be built and the existing 52 units, Morgan Manor will more than double in size with a total of 110 units. That number combined with the 78 houses being built at Willow Bend will more than triple the size of the South Fayetteville neighborhood bounded by 15th Street, South College Ave, and E. 7th Street. Then there are the 300 homes going in a mile down the road off of 15th Street. I understand that Fayetteville would like to maintain the compact nature of the City and prevent urban sprawl, but it is getting way too crowded in South Fayetteville.

Please find another area in the City to house the current Willow Heights occupants and do not approve the expansion of Morgan Manor.

Thank you,

A Concerned South Fayetteville Property Owner.

Davis, Harry

From: Garner, Andrew
Sent: Thursday, July 06, 2017 7:52 AM
To: John Coleman
Subject: RE: Willow Heights

John,
Thank you for your comments and concerns. I will pass this along to the commission for their consideration.

Unless there is some legal loophole I'm not aware, the Planning Commission does not have the option to forward a Large Scale Development to the council for a decision. The commission is charged with reviewing a development in light of current UDC requirements and voting to approve or deny accordingly. The only way (to my knowledge) for a development to go to council is through the appeal process. I have copied the relevant sections of the UDC below. As you can see, if the project is approved, an alderman may bring an appeal to the council on behalf of a resident. The appeal would have to be filed within 10 working days from the Planning Commission decision.

Thanks,
Andrew

Andrew Garner, AICP
City Planning Director
City of Fayetteville, Arkansas
agarner@fayetteville-ar.gov
479.575.8262

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

FAYETTEVILLE UNIFIED DEVELOPMENT CODE CHAPTER 155 APPEALS

155.01 Circuit Court

Unless set forth otherwise below, all appeals from final actions taken by the City Council, Planning Commission, Board of Adjustment, Construction Board of Adjustment and Appeals, and the Zoning and Development Administrator shall be taken to the Circuit Court of Washington County.

(Code 1965, App. A., Art. 9(6); Ord. No. 1747, 6-29-70; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Code 1991, §160.175; Ord. No. 3925, §7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4652, 12-07-04))

155.02 Form/Time/Place

Unless an appeal is filed with the court, the following requirements shall be met:

(A) *Form.* All appeals shall be submitted in writing referencing the applicable UDC section(s) and setting out the reasons the applicant contends the decision was in error.

(B) *Time.*

(1) **Appeals.** Appeals shall be submitted within 10 working days from the date of the final action taken.

(2) *Hearings.* The entity hearing the appeal shall fix a reasonable time for hearing an appeal.

(C) *Place.* Appeals shall be filed with the following:

(1) *City Clerk.* Appeals made to the City Council shall be filed with the City Clerk.

(2) *Zoning and Development Administrator.* Appeals made to the Planning Commission or Board of Adjustment shall be filed with the Zoning and Development Administrator.

(3) *Building Safety Division Director.* Appeals made to the Board of Adjustment, [for inspecting purposes] shall be filed with the Building Safety Division Director.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4652, 12-07-04)

155.03 Stay

An appeal shall stay all proceedings in furtherance of the action appealed from unless the person in charge of administration of the chapter certified that a stay would, in their opinion cause imminent peril to life or property.

(Code 1965, App. A., Art. 13(3); Ord. No. 1747, 6-29-70; Code 1991, §160.173; Ord. No. 4100, §2 (Ex. A), 6-16-98)

155.04 Alderman Appeal On Behalf Of Resident

An alderman may bring an appeal on behalf of any resident of the city a decision by the Planning Commission to approve or deny the requests as set forth below.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 5296, 12-15-09)

155.05 Appeals From Planning Commission Decisions

(A) *Appeals to City Council.*

(1) Owners of record of the property being considered may appeal a decision by the Planning Commission to deny the following requests, in accordance with the procedures set forth in §155.02.

- (a) Annexation
- (b) Rezoning
- (c) Planned Zoning District
- (d) Subdivision (Preliminary Plat, Final Plat, Concurrent Plat, Lot split)
- (e) Large Scale Development
- (f) Vacation of utility easement, access easement, public right-of-way
- (g) Commercial Design Standards
- (h) Tree Preservation Plan

- (i) Variances and waivers of the UDC
- (2) *Conditions of Approval*. An owner of record may appeal the conditions of approval determined by the Planning Commission for any of the requests listed in (A)(1).
- (3) *Conditional Use Request*. Three aldermen, two of whom must reside in the effected ward, may in unison appeal a decision by the Planning Commission approving or denying a conditional use request.

(B) All other decisions by the Planning Commission must be appealed to Circuit Court.

(Code 1965, §13A-40, App. C., Art. II, Art. V., §B; Ord. No. 1509, 8-8-66; Ord. No. 1750, 7-6-70; Code 1991, §§156.017, 159.12, 159.54(F)(1), (2), 159.66; Ord. No. 3781, §1, 4-19-94; Ord. No. 3925, §6, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4334, 9-4-01; Ord. No. 4340, 10-2-01)

From: John Coleman [mailto:jtcoleman@gmail.com]

Sent: Wednesday, July 05, 2017 9:10 PM

To: Garner, Andrew

Subject: Willow Heights

Good evening Andrew,

I would like to submit this email to the Planning Commission with regards to Willow Heights. We are going to be out of town next week when it comes back up for vote.

As I stated at a previous Planning Commission meeting, history shows that concentrating subsidized housing is not in the best interest of the inhabitants, the surrounding neighbors or the community at-large. While I have walked through the existing FHA facilities and agree that something needs to be done, this is not the answer for FHA or the Fayetteville community for a variety of reasons that have been expressed.

I also recognize many of these reasons cannot be considered by the Planning Commission based on Mr. Pennington's description in the meeting I attended. That does not mean they are not legitimate, but instead mean this is not the forum for consideration. Given the amount of public interest in this project and the long-term ramifications of this decision, I request that the Planning Commission forward this issue to the City Council so these issues can be considered by our elected officials.

For what it's worth, I along with many other Fayetteville residents are committed to finding a creative solution and do not plan to walk away from this if it is voted down.

Thank you,

John Coleman
Ward 2

LSD 17-5775

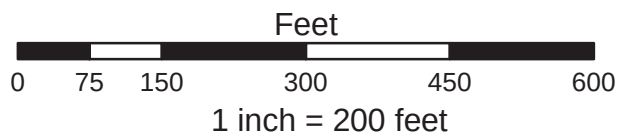
MORGAN MANOR APTS. ADDITION

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint



- RSF-18
- RMF-24
- Downtown General
- Neighborhood Conservation

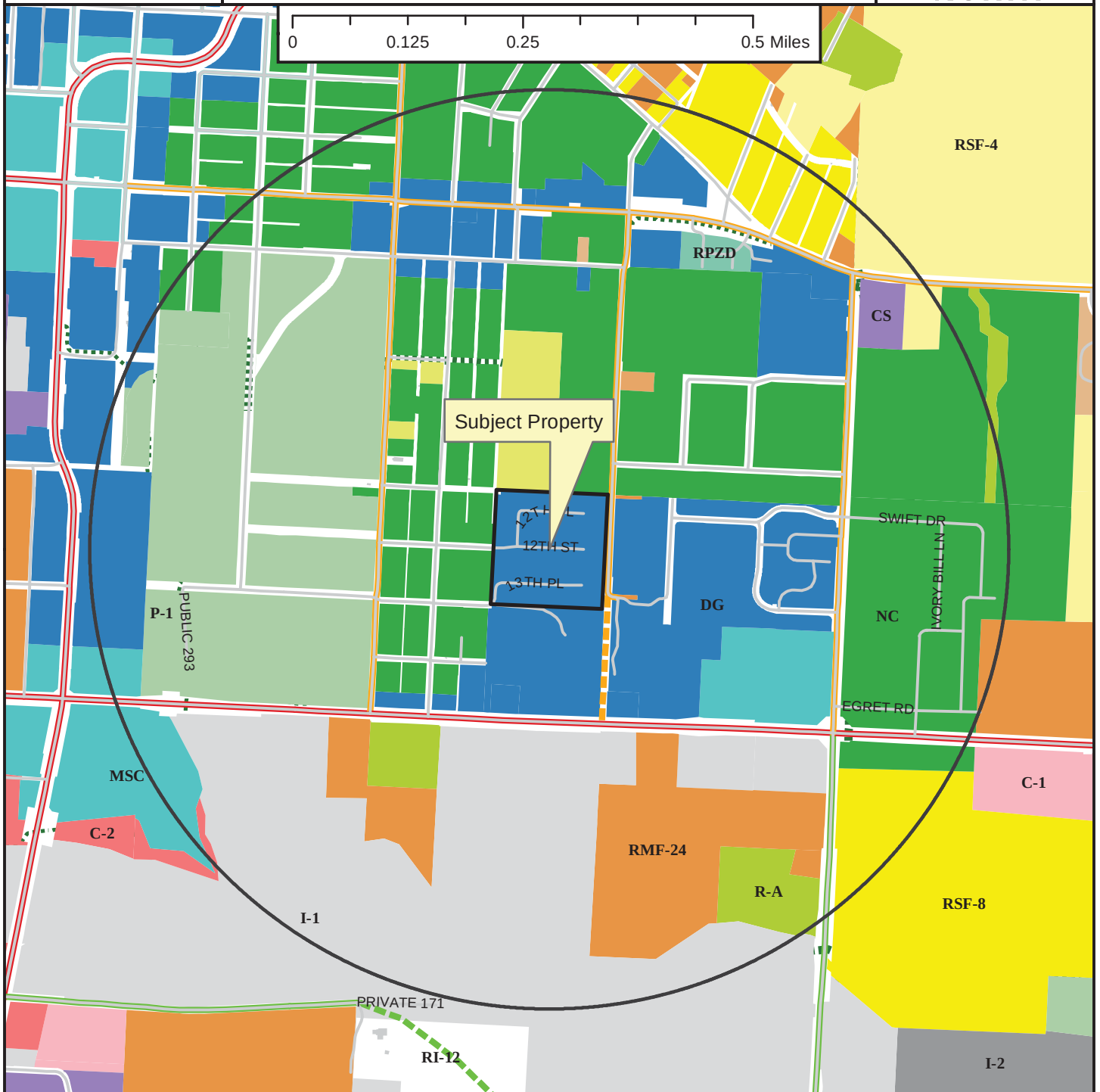
LSD 17-5775

MORGAN MANOR APTS. ADDITION



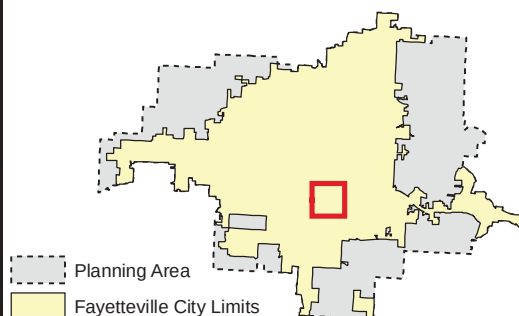
One Mile View

0 0.125 0.25 0.5 Miles



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

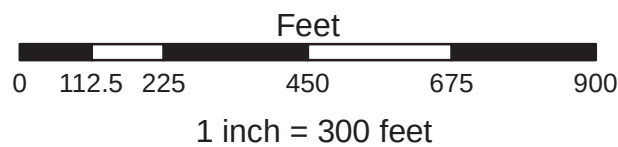
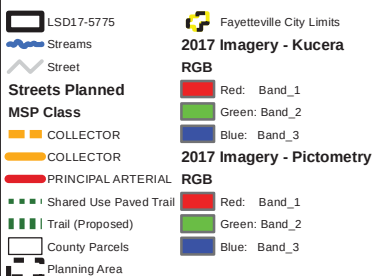


- | | |
|---|---|
| <p>Zoning</p> <p>RESIDENTIAL SINGLE-FAMILY</p> <ul style="list-style-type: none"> RSF-1 Residential-Agricultural RSF-5 RSF-1 RSF-2 RSF-4 RSF-7 RSF-8 RSF-18 <p>RESIDENTIAL MULTI-FAMILY</p> <ul style="list-style-type: none"> RT-12 Residential Two and Three-family RMF-6 RMF-12 RMF-18 RMF-24 RMF-40 <p>INDUSTRIAL</p> <ul style="list-style-type: none"> I-1 Heavy Commercial and Light Industrial I-2 General Industrial | <p>EXTRACTION</p> <ul style="list-style-type: none"> E-1 <p>COMMERCIAL</p> <ul style="list-style-type: none"> Residential-Office C-1 C-2 C-3 <p>FORM BASED DISTRICTS</p> <ul style="list-style-type: none"> Downtown Core Urban Thoroughfare Main Street Center Downtown General Community Services Neighborhood Services Neighborhood Conservation <p>PLANNED ZONING DISTRICTS</p> <ul style="list-style-type: none"> Commercial, Industrial, Residential <p>INSTITUTIONAL</p> <ul style="list-style-type: none"> P-1 |
|---|---|

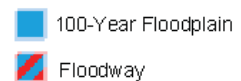
17-5775

Current Land Use

MORGAN MANOR APTS.



FEMA Flood Hazard Data





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0485

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 4

2017 MILLAGE LEVY:

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2017 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND, 2.5 MILLS FOR FAYETTEVILLE PUBLIC LIBRARY OPERATIONS, AND 1.2 MILLS FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

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

Section 1. That a tax is hereby levied on the real and personal property within the City of Fayetteville, Arkansas, for the year 2017 to be collected in 2018 for the following purposes at the following rates:

REAL AND PERSONAL PROPERTY

<u>Purpose</u>	<u>Levy</u>
General Fund - Operations	2.3 mills
Fayetteville Public Library - Operations	2.5 mills
Fayetteville Public Library - Expansion	1.2 mills
Policemen's Pension and Relief Fund	0.4 mills
Firemen's Pension and Relief Fund	<u>0.4 mills</u>

TOTAL **6.8 mills**

Section 2. That the real and personal property tax so levied and the rates provided therefor are hereby certified to the County Clerk of Washington County, Arkansas, to be placed in the tax book and collected in the same manner that the county and school district taxes are collected.

Section 3. The City Clerk is hereby authorized and directed to file certified copies of this Ordinance in the Office of the County Recorder, County Clerk, County Assessor, and the County Tax Collector for Washington County, Arkansas.

City of Fayetteville Staff Review Form

2017-0485

Legistar File ID

9/19/2017

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

Paul A. Becker

8/31/2017

Chief Financial Officer /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

City Council is requested to adopt real and personal property tax rates for 2016 for the Policemen's Pension & Relief, the Firemen's Pension & Relief Funds, the Fayetteville Public Library and the City's General Fund. The rate to be adopted for the Policemen's Pension & Relief Fund and the Firemen's Pension & Relief Fund is 0.4 mils for real property and 0.4 mils for personal property. The rate for the Fayetteville Public Library is 3.7 mil for real property and 3.7 mil for personal property. The rate requested for the City's General Fund is 2.3 mils for real property and 2.3 mils for personal property.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	NA	Current Budget	\$ -
		Funds Obligated	\$ -
		Current Balance	\$ -
Does item have a cost?	NA	Item Cost	
		Budget Adjustment	
Budget Adjustment Attached?	NA	Remaining Budget	\$ -

V20140710

Previous Ordinance or Resolution # 5904

Original Contract Number:

Approval Date:

Comments:



TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Paul A. Becker, Chief Financial Officer

DATE: August 31, 2017

SUBJECT: 2017 Millage Levy

RECOMMENDATION:

City staff recommends that City Council approve the millage levy ordinance approving the 0.4 mils for the Policemen's Pension and Relief Fund, 0.4 mils for the Firemen's Pension and Relief Fund, 3.7 mils for the Fayetteville Public Library, and 2.3 mils for 2017 General Fund operations.

BACKGROUND:

Each year the City must approve an ordinance to renew the levy of ad valorem taxes on real and personal property within the City. This request will provide for such levy on property assessed during 2017.

As of July 31, 2017 the total assessed value of real and personal property located within the city limits of Fayetteville is approximately \$1.495 billion. The assessed valuation is before the Washington County Board of Equalization has made all the changes to the County Assessors Abstract. Based on the preliminary assessments, the growth in real property assessments is approximately 9.8% as of now. This will likely decrease as the Washington County Board of Equalization has not finished making changes.

DISCUSSION:

A millage levy ordinance must be approved by City Council in order for the City to continue to collect property taxes for the Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The millage levy for the Policemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils for personal property. The millage levy for the Firemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils for personal property as was approved by referendum.

A millage levy ordinance must be approved for the operation of the Fayetteville Public Library. One was approved by the voters on October 1, 2002 and was for 1.0 mil for real property and 1.0 mil for personal property. On August 9, 2016 the citizens of Fayetteville voted to increase the millage for the library. The referendum approved was for an increase of 1.5 mils for operations for a total of 2.5 mils for operations. Additionally, 1.2 mils was approved by the voters for the bond debt service for the library expansion.

Total millage for 2017 will be 3.7 mills for the Fayetteville Public Library. The 1.20 mills will be removed when the bonds are retired.

Finally, City staff is requesting that City Council approve a millage levy ordinance for General Fund operations in the amount of 2.3 mills for both real and personal property.

The 2017 proposed property tax revenue amount based on the 2.3 mil levy is estimated to bring in \$3,402,000 in General Fund revenue. Below is a proposed calendar of meetings during the months of September and October to discuss the millage levy.

Tuesday, September 12	Agenda Session
Tuesday, September 19	City Council Meeting
Tuesday, September 26	Agenda Session
Tuesday, October 3	City Council Meeting
Tuesday, October 10	Agenda Session
Tuesday, October 17	City Council Meeting

BUDGET/STAFF IMPACT:

The 0.4 mills Police and 0.4 mills Fire is needed to fund the Pension plans for both. The 2.5 mills is used to fund the operation and the 1.2 mills will be used for the bond debt service for the Fayetteville Public Library. The 2.3 mills will be used to fund General Fund operations.

Attachments:

The millage levy must be at Washington County in time to be included in their consolidated levy ordinance which will be approved at the November 17, Quorum Court meeting. The deadline for receipt of the City's levy by the County is October 31. The City levy will be added to the levies by Washington County, the various school districts, improvement districts and other cities within the County when the Washington County Quorum Court adopts its millage levy for 2017.

The administration is requesting the following millage amounts:

- 2.3 mills for General Fund Operations
- 2.5 mills for the Fayetteville Public Library Operations
- 1.2 mills for the Fayetteville Public Library Expansion
- 0.4 mills for the Police Pension Fund
- 0.4 mills for the Fire Pension Fund

If you have any questions concerning this agenda request please contact me at 575-8330.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0473

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: D. 1

AGENDA SESSION PRESENTATION - WELCOMING FAYETTEVILLE PLAN UPDATE

Council Member Adella Gray
Ward 1 Position 1

Council Member Sarah Marsh
Ward 1 Position 2

Council Member Mark Kinion
Ward 2 Position 1

Council Member Matthew Petty
Ward 2 Position 2



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

Council Member Justin Tennant
Ward 3 Position 1

Council Member Sarah Bunch
Ward 3 Position 2

Council Member John La Tour
Ward 4 Position 1

Council Member Alan T. Long
Ward 4 Position 2

**City of Fayetteville Arkansas
City Council Meeting
September 5, 2017**

A meeting of the Fayetteville City Council was held on September 5, 2017 at 5:30 p.m. in Room 219 of the City Administration Building located at 113 West Mountain Street, Fayetteville, Arkansas.

Mayor Jordan called the meeting to order.

PRESENT: Council Member Adella Gray, Sarah Marsh, Mark Kinion, Matthew Petty, Justin Tennant, Sarah Bunch, John La Tour, Mayor Lioneld Jordan, City Attorney Kit Williams, City Clerk Sondra Smith, Staff, Press, and Audience.

Absent: Council Member Alan Long.

Pledge of Allegiance

Mayor's Announcements, Proclamations and Recognitions: None

City Council Meeting Presentations, Reports, and Discussion Items:

2017 2nd Quarter Financial Update - Paul Becker

Paul Becker, Chief Financial Officer gave a brief summary of the 2nd Quarter Financial Report for 2017. He stated the city is having a good financial year.

Agenda Additions: None

Consent:

Approval of the August 15, 2017 City Council Meeting Minutes.

Approved

Bid #17-45 UCO Equipment, LLC d/b/a Utility 1 Source: A resolution to award Bid #17-45 and approve the purchase of a trailer mounted Ring-O-Matic Hydro Excavation Unit from UCO Equipment, LLC d/b/a Utility 1 Source of Cabot, Arkansas in the amount of \$64,575.00 plus applicable taxes for use by the Water and Sewer Operations Division.

Resolution 177-17 as recorded in the office of the City Clerk

Kubota of NWA, Inc. d/b/a Springdale Tractor Company: A resolution to authorize the purchase of a Kubota backhoe from Kubota of NWA, Inc. d/b/a Springdale Tractor Company in the amount of \$48,090.34 pursuant to a National Joint Powers Alliance cooperative purchasing agreement, for use by the Parks and Recreation Department.

Resolution 178-17 as recorded in the office of the City Clerk

2017-2018 Arkansas State Drug Crime Enforcement and Prosecution (DF) Grant: A resolution to authorize acceptance of the 2017-2018 State Drug Crime Enforcement and Prosecution Grant for state funding of the Fourth Judicial District Drug Task Force in the amount of \$122,436.75, and to authorize Mayor Jordan to sign all necessary documents to receive the grant funds.

Resolution 179-17 as recorded in the office of the City Clerk

Internet Crimes Against Children Task Force Program Grant: A resolution to authorize acceptance of a non-matching supplemental grant from the Internet Crimes Against Children Task Force Program in the amount of \$1,724.00, and to approve a budget adjustment.

Resolution 180-17 as recorded in the office of the City Clerk

Axon Enterprise, Inc.: A resolution to authorize the purchase of body worn cameras, an Officer Safety Plan, and software licenses from Axon Enterprise, Inc. for a five-year program cost in the total amount of \$762,679.59, pursuant to a National Intergovernmental Purchasing Alliance cooperative purchasing agreement, for the Police Department, and to approve a budget adjustment.

Resolution 181-17 as recorded in the office of the City Clerk

RFP #17-05 Cox Communications: A resolution to award RFP #17-05 and authorize a five-year contract with Cox Communications for telecommunications services, with automatic renewals for up to five additional one-year terms, at an estimated cost of \$295,546.00 including taxes and fees for the first year.

Resolution 182-17 as recorded in the office of the City Clerk

Public Access Television Fee Revenue: A resolution to approve a budget adjustment in the amount of \$10,000.00 recognizing public access television fee revenue to be used for promotional activities.

Resolution 183-17 as recorded in the office of the City Clerk

Garver, LLC Professional Engineering Services Agreement: A resolution to approve a professional engineering services agreement with Garver, LLC in the amount of \$39,950.00 for design, bidding and construction phase services related to the Meadow Street Parking Deck Rehabilitation Project, and to approve a project contingency in the amount of \$38,150.00.

Resolution 184-17 as recorded in the office of the City Clerk

University of Arkansas Easement: A resolution to approve the conveyance of a permanent access easement and temporary construction easement to the University of Arkansas across the south portion of the Fire Station No. 6 property located at 900 South Hollywood Avenue.

Resolution 185-17 as recorded in the office of the City Clerk

AEP/SWEPCO Utility Relocations/North College Avenue and AEP/SWEPCO Utility Relocations/North Old Wire Road were pulled from consent for discussion by the request of City Engineer, Chris Brown.

AEP/SWEPCO Utility Relocations/North College Avenue: A resolution to approve a contract with AEP/SWEPCO for utility relocations on North College Avenue between Davidson Street and Rebecca Street, with the total amount to be paid by the City of Fayetteville not to exceed \$33,430.07.

AEP/SWEPCO Utility Relocations/North Old Wire Road: A resolution to approve a contract with AEP/SWEPCO for utility relocations on North Old Wire Road between North Mission Boulevard and East Ash Street, with the total amount to be paid by the City of Fayetteville not to exceed \$72,075.02.

Community Development Block Grant: A resolution to approve a budget adjustment in the amount of \$948.00 to reconcile the amount of funding received from the U.S. Department of Housing and Urban Development for the Community Development Block Grant program.

Resolution 188-17 as recorded in the office of the City Clerk

The Links at Fayetteville, Limited Partnership Land Exchange: A resolution to sell about 0.77 acres of land along North Frontage Road to The links at Fayetteville, a Limited Partnership, in exchange for right of way and easements necessary for the construction of North Ruppel Road between West Starry Night View and West Mount Comfort Road.

Resolution 189-17 as recorded in the office of the City Clerk

James L. and Judith A. Hazen Settlement Agreement: A resolution to authorize a settlement agreement with James L. and Judith A. Hazen concerning the acquisition of right of way and easements necessary for the construction of North Ruppel Road between West Starry Night View and West Mount Comfort Road.

Resolution 190-17 as recorded in the office of the City Clerk

Council Member Marsh moved to accept the Consent Agenda as read. Council Member La Tour seconded the motion. Upon roll call the motion passed 7-0. Council Member Long was absent.

AEP/SWEPCO Utility Relocations/North College Avenue and AEP/SWEPCO Utility Relocations/North Old Wire Road were pulled from consent for discussion by the request of City Engineer, Chris Brown.

AEP/SWEPCO Utility Relocations/North College Avenue: A resolution to approve a contract with AEP/SWEPCO for utility relocations on North College Avenue between Davidson Street and Rebecca Street, with the total amount to be paid by the City of Fayetteville not to exceed \$33,430.07.

Chris Brown, City Engineer: I requested these to be pulled from the consent agenda because I was contacted by SWEPCO today. They let us know there was an opportunity to get an exemption from taxes for both of these projects. In the case of this item, it is about a \$3,800 savings. They requested some specific language in the resolution that specifically mentions aesthetics and safety. You have the revised resolution in front of you.

City Attorney Kit Williams: The resolutions for both items have been revised according to what SWEPCO wanted and recommended by our City Engineer. I request that the first one be amended to what has been handed out to you tonight.

Council Member Marsh moved to amend the resolution to the proposed language that was handed out by the City Attorney. Council Member Kinion seconded the motion. Upon roll call the motion passed 7-0. Council Member Long was absent.

Mayor Jordan read the amended resolution.

Council Member Marsh moved to approve the resolution. Council Member Kinion seconded the motion. Upon roll call the motion passed 7-0. Council Member Long was absent.

Resolution 186-17 as recorded in the office of the City Clerk

AEP/SWEPCO Utility Relocations/North Old Wire Road: A resolution to approve a contract with AEP/SWEPCO for utility relocations on North Old Wire Road between North Mission Boulevard and East Ash Street, with the total amount to be paid by the City of Fayetteville not to exceed \$72,075.02.

Mayor Jordan: The amendment would be to pass what has been handed out.

Chris Brown, City Engineer: The approximate savings on this item is \$8,200. Thank you to AEP/SWEPCO for saving our citizens \$12,000.

Council Member Marsh moved to amend the resolution to the proposed language that was handed out by the City Attorney. Council Member Kinion seconded the motion. Upon roll call the motion passed 7-0. Council Member Long was absent.

Mayor Jordan read the amended resolution.

Council Member Marsh moved to approve the resolution. Council Member Kinion seconded the motion. Upon roll call the motion passed 7-0. Council Member Long was absent.

Resolution 187-17 as recorded in the office of the City Clerk

Unfinished Business: None

New Business:

RZN 17-5862 (41 E. North St./Andona Properties): An ordinance to rezone that property described in rezoning petition RZN 17-5862 for approximately 0.84 acres located at 41 East North Street from RSF-4, Residential Single-Family, 4 units per acre, and R-O, Residential Office to NC, Neighborhood Conservation.

City Attorney Kit Williams read the ordinance.

Andrew Garner, City Planning Director gave a brief description of the ordinance. He stated staff is in favor of the request and Planning Commission forwarded the item with a recommendation for approval with a vote of 9-0.

Andrea Fournet, Applicant stated it is a great project.

Council Member Marsh moved to suspend the rules and go to the second reading. Council Member Kinion seconded the motion. Upon roll call the motion passed 7-0. Council Member Long was absent.

City Attorney Kit Williams read the ordinance.

Council Member Marsh moved to suspend the rules and go to the third and final reading. Council Member Kinion seconded the motion. Upon roll call the motion passed 7-0. Council Member Long was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Council Member Long was absent.

Ordinance 5993 as Recorded in the office of the City Clerk

The Vault Fayetteville, Inc.: An ordinance to approve the application of Michael David Jordan, on behalf of The Vault Fayetteville, Inc., for a permit to operate as a private club in the City of Fayetteville at 112 West Center Street, Suite B100.

City Attorney Kit Williams: The definition of private club was changed back in 2003. The application we have for private club does not have dues paying members. We need to change our definition in our city code to remove the dues paying members requirement which is no longer required under state law. We have added that to the particular ordinance that was already handed out to approve this petition. It is now in front of you. I request the ordinance be amended to this.

Council Member Petty moved to amend the ordinance to change the definition of private club in the city code to match the state law. Council Member Marsh seconded the motion. Upon roll call the motion passed 7-0. Council Member Long was absent.

City Attorney Kit Williams read the ordinance.

Council Member Petty gave a brief description of the ordinance. He stated it is a new requirement of state law.

Chris Baribeau, Applicant stated he was available for questions.

Council Member La Tour: I occupied that very building for 37 years. I'm glad to see it being developed and utilized in a useful manner. I am concerned with its use. Will you be serving alcoholic beverages?

Chris Baribeau: Yes.

Council Member La Tour: I don't see anything wrong with that, morally or socially. I do find very objectionable, drunken driving. I would like your assurance that you'll do everything in your power to prohibit patrons from leaving your establishment in an automobile where they can injure someone in a drunken state. Would you do that for me?

Chris Baribeau: Everything within our means. Absolutely.

Council Member Marsh moved to suspend the rules and go to the second reading. **Council Member Bunch** seconded the motion. Upon roll call the motion passed 7-0. **Council Member Long** was absent.

City Attorney Kit Williams read the ordinance.

Council Member Marsh moved to suspend the rules and go to the third and final reading. **Council Member Bunch** seconded the motion. Upon roll call the motion passed 7-0. **Council Member Long** was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. **Council Member Long** was absent.

Ordinance 5994 as Recorded in the office of the City Clerk

RZN 17-5872 (South of Goff Farm & Spyglass Hill/Stonebridge Cottages): An ordinance to rezone that property described in rezoning petition RZN 17-5872 for approximately 1.17 acres located south of Goff Farm Road & Spyglass Hill from R-A, Residential Agricultural to NC, Neighborhood Conservation.

City Attorney Kit Williams read the ordinance.

Andrew Garner, City Planning Director gave a brief description of the ordinance. He stated staff is in favor of the request and Planning Commission forwarded the item with a recommendation for approval with a vote of 7-2.

Blake Jorgensen, Jorgensen & Associates stated he was available for questions.

Council Member Marsh: Andrew, could you tell us what the objections of the two Planning Commissioners that voted against this proposal and what their rational was?

Andrew Garner: I believe the commissioners that voted against the request probably agreed with the neighbors that maybe having smaller parcels of land for single family homes would not be compatible. They felt the resulting development pattern would be different than what is there.

Council Member La Tour: When we say we are going to allow smaller lot sizes, how much smaller? Can you give me the minimum lot size of the current zoning compared to minimum lot size of the proposed zoning?

Andrew Garner: The surrounding zoning of the surrounding homes in the neighborhood is RSF-4. That has a minimum lot width of 70 feet and 8,000 square foot minimum size. The proposed zoning would allow lots of 40-foot width with 4,000 square foot lot minimum.

Council Member La Tour: Are we doing this anywhere else in the city?

Andrew Garner: We have. The city policy for the last five to ten years has been to integrate a more variety of housing types and not just the same lot size over and over again. We have done that in many places on the west side of Fayetteville. It is becoming more common.

Council Member La Tour: In our experience as a city in mixing the lot sizes, if you were to grade the results, how would you grade it?

Andrew Garner: Overall, it is probably a B grade. The primary benefit is you can have a variety. There are more choices for the consumer.

Council Member La Tour: I agree and thank you.

Council Member Bunch: Some of the comments I've heard have dealt with the flooding and drainage issues in Stonebridge Meadows. Do you think this will exasperate the problem or improve it? Do you have any suggestions?

Andrew Garner: There has been documented flooding and drainage issues. It is further upstream than this. If this project happens and develops, it won't exasperate some of the existing issues. We are aware of the issues that have been ongoing out there. I don't think adding this one acre of Neighborhood Conservation zoning will make it worse.

Gerry Daly, 1721 River Meadows Drive spoke in opposition of the rezoning. He spoke about flooding and drainage concerns. He believes it would harm the surrounding property owners with little benefit to the community or city.

Brooke Cluck, 3982 Spyglass Hill spoke in opposition of the rezoning. She spoke about vegetation, green space, trails, and traffic concerns.

Council Member Kinion: When I look at the topography it is a gentle slope, but it is the high end of the slope. My concern is the velocity of the runoff into the street and properties on the lower edge of this. I know it holds water, but that is not necessarily a bad thing. It is at the bottom of a much steeper ridge that's coming down to rest in that area before it goes into a pond. One acre doesn't seem like a lot, but one acre of vegetation could help in alleviating the velocity and volume of water going into the neighborhood. Philosophically, I like mixed housing in a neighborhood for a diverse type of development. I'm not going to support this based on the observation of the value of that acreage in controlling the runoff.

Council Member Marsh: I can't support the proposal. In looking at our 2030 City Plan goals, this development does not forward us towards any of them. In terms of appropriate infill this falls well outside the Mayor's box, which we have designated as our urban growth boundary. We have significant traffic issues out that way. It is not in traditional town form. It would be difficult for us to serve additional development with transit. This development is a nightmare from a drainage perspective. There is an estimated fire response time of six minutes and our target fire response time is five minutes.

Council Member La Tour: The development is downstream from where we have documented drainage problems. In Andrew's opinion, there was no way this development could exasperate those problems. Now we are hearing conflicting issues and those arguments seem inconsistent to me. We are underpaying our city staff. We are doing our best to pay them what the consultant says they are worth, but we don't have the money. When we say no to development, we are saying no to growing our economy and telling our city staff you are going to be under paid. I would like to see us grow and for us to do it smartly. I don't think we are going to have complete concreting of this area. There will still be green space which allows for some absorption. It rubs me wrong when we tell a private landowner that we like the way your land looks as raw land. We should all be concerned about that because one day it might be your land. I believe in broad zoning regulations instead of very restrictive regulations. I'm going to vote for it.

Council Member Gray: I'm usually very supportive of development. Council Member Marsh and I spent time out in the area talking with residents about their drainage problems. Until we can do something to help the drainage problems, I will not agree to have any further development in that area. I have faith we are going to do something about it within the year of 2018. I don't think approving this project at this time is the thing to do. I like diverse lots and sizes within a subdivision, but I don't think this is the appropriate place. I have concerns about the historic bridge. I like to preserve our items of historic value. We need to think about Houston and we have heard it mentioned that part of their problem is too much concrete. We aren't going to be a Houston, but we want to grow very carefully and correctly. We have to be cognizant of our topography and drainage problems.

Council Member Tennant: I agree with several of the comments that have been made from everybody, including Council Member La Tour. I respect Jorgensen & Associates and what they do. If we were looking at a development, which I know we are not, I'd be looking at whether this was a shove in type situation that may not fit or match. Sometimes that might make sense in an urban area, but out there it is a totally different situation. When I heard there was going to be a possible development out there I thought the rezoning might be for some of the land out further away from the golf course. When I drove by this spot, I have to value not the development, but I have to take the value of what any development might be there if we rezone it compare to what you may lose. We may lose more in this situation than what we gain by gaining some sort of development in the future. There is some potential for growth out there, but in this particular case there is more harm than good.

Council Member Petty: I read through all the comments and I was surprised by some of them. I don't think there is all that much difference between what's proposed and what is out there now. Maybe some of the houses will be smaller. If this was 1.25 acres zoned RSF-4 we would be talking about five houses, instead we are talking about six houses. That is not a big difference. The biggest concern for me is the fact this is so far out there. The infrastructure that's out there is already a liability for the city. Adding additional burden to the infrastructure increases the liability for us. We aren't getting enough tax revenue out there to support the long-term maintenance needs of that infrastructure.

Blake Jorgensen, Jorgensen & Associates: I understand everyone's comments, but I want to point out that by right they can put in some RA lots that have no detention. It could be a 6,000-square

foot home. We could do RSF-4 with four lots and no detention or storm water quality. Yet, out of 30 acres we have carved out one acre. This is an overall massive land. By going this route, we are creating one shared drive off Goff Farm Road, not four or five RSF-4 driveways that have no detention. We went to pursue a development that will achieve water quality and detention requirements. I understand voting no, but the other option is either estate lots or four RSF-4 lots with no detention requirements. I want everyone to understand that we thought this through. We aren't trying to skirt any issues and we are trying to make the best case for creating a diverse option. I want the public to know that a no vote doesn't mean something won't go in there. We aren't talking about development, we are talking about zoning. I can't give you a presentation on zoning that references a plan that may not go through.

Council Member Petty: It is zoned RA and you have 30 acres. Even after this rezoning, you develop that at a house per half acre, by right. Whenever you talk about that you did this for a certain reason and you compare that with the rest of the RA and the development potential, are you offering some kind of bargain?

Blake Jorgensen: We had a strategic plan to offer up an alternate product. It felt right given the location. If you go to any golf course around the area you have alternate products. The thing we get in our office constantly are people wanting a retirement home. They want less yard and maintenance. This is a POA maintained structure for this particular deal. It is not intended to be an estate home. They want a single level structure. Whether this location or elsewhere, that is something that's not available in this town readily.

Council Member Petty: You have a right to build 60 homes today on 30 acres.

City Attorney Kit Williams: Andrew, what is the zoning requirement for RA?

Andrew Garner: It is one house for every two acres.

Council Member Petty: It's 15 then.

City Attorney Kit Williams: You have to have 200 feet of road frontage?

Andrew Garner: Yes.

Council Member Petty: Whatever the number is, you have the right to build more homes than you are proposing today.

Blake Jorgensen: Correct.

Council Member Petty: If you brought back a proposal for the whole thing that clustered what you were allowed to build in one spot, I would be more inclined to support it. Unless they are linked together, I can't consider the rest of it. If you brought it back linked together, I would think about it a lot differently.

Council Member Kinion moved to suspend the rules and go to the second reading. Council Member Marsh seconded the motion. Upon roll call the motion passed 7-0. Council Member Long was absent.

City Attorney Kit Williams read the ordinance.

Council Member Gray moved to suspend the rules and go to the third and final reading. Council Member Marsh seconded the motion. Upon roll call the motion passed 7-0. Council Member Long was absent.

City Attorney Kit Williams read the ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance failed 1-6. Council Member La Tour voting yes. Council Member Bunch, Gray, Marsh, Kinion, Petty, and Tennant voting no. Council Member Long was absent.

This ordinance failed.

Garden District Townhomes, LLC: An ordinance to waive the requirements of formal competitive bidding and approve a cost share agreement with Garden District Townhomes, LLC for the installation of water main along a portion of 9th Street between South College Avenue and South Washington Avenue, with the estimated amount to be paid by the City of Fayetteville not to exceed \$16,327.50, and to approve a project contingency in the amount of \$1,632.75.

City Attorney Kit Williams read the ordinance.

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

Council Member Kinion: This project has not been through the Water, Sewer & Solid Waste Committee. The plan for the loop has been discussed a lot. This fits in with what our goals are.

Council Member Marsh: I met with the applicant and walked the site. This is a great infill project that is replacing two empty lots and a derelict home with some diversity of housing type. It is definitely an area we need to fix.

Council Member Marsh moved to suspend the rules and go to the second reading. Council Member La Tour seconded the motion. Upon roll call the motion passed 7-0. Council Member Long was absent.

City Attorney Kit Williams read the ordinance.

Council Member Marsh moved to suspend the rules and go to the third and final reading. Council Member Kinion seconded the motion. Upon roll call the motion passed 7-0. Council Member Long was absent.

City Attorney Kit Williams read the ordinance.

City Attorney Kit Williams: In the first whereas clause it talks about the cost of constructing a six-inch sewer main. I believe that is supposed to be water main. It will be corrected on the final ordinance.

Mayor Jordan asked shall the ordinance pass. Upon roll call the ordinance passed 7-0. Council Member Long was absent.

Ordinance 5995 as Recorded in the office of the City Clerk

Announcements:

Don Marr, Chief of Staff gave a brief description of the Fall Bulky Waste Cleanup schedule.

City Attorney Kit Williams: Are electronics accepted at the Recycling Center?

Don Marr stated they are accepted at the Recycling & Trash Collection Facility. He stated one item is free of charge and additional items will have a fee. He stated that the City of Fayetteville is asking for strategies for the Fayetteville Welcoming Plan and citizens can view a survey on the city's website. He spoke about the Fayetteville Arts Council seeking qualified artists, designers, and craft persons to create a public art mural for College Avenue.

City Council Agenda Session Presentations: None

City Council Tour: None

Adjournment: 6:52 p.m.

Lioneld Jordan, Mayor

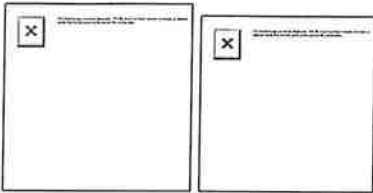
Sondra E. Smith, City Clerk Treasurer

CityClerk

From: Marsh, Sarah
Sent: Tuesday, September 19, 2017 4:14 PM
To: CityClerk
Subject: Morgan Manor Appeal - Pictures of wheelchairs & walking

Please forward these photos to the City Council prior to tonight's meeting. They show the unsafe traffic conditions on the streets serving the proposed development.

Sarah Marsh, bARCH, LEED AP BD+C
City Council Member, Ward 1, Position 2
City of Fayetteville, Arkansas
ward1_pos2@fayetteville-ar.gov | 479.799.0393



From: Sarah Marsh <sarahemarsh@gmail.com>
Sent: Tuesday, September 19, 2017 4:10 PM
To: Marsh, Sarah
Subject: Fwd: Pictures of wheelchairs & walking

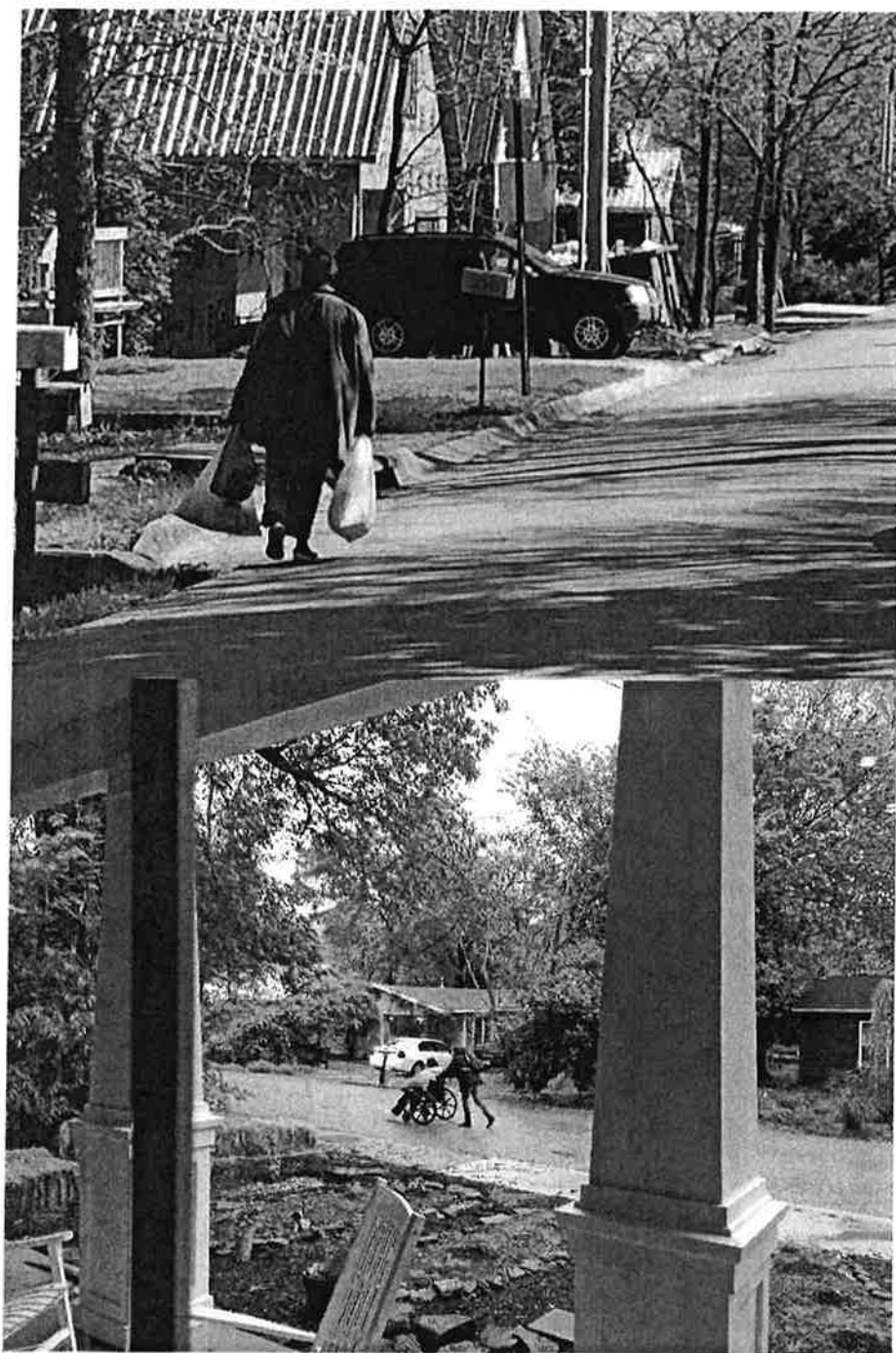
----- Forwarded message -----

From: Z Niederman <zniederman@gmail.com>
Date: Tue, Sep 19, 2017 at 4:06 PM
Subject: Pictures of wheelchairs & walking
To: Sarah Marsh <sarahemarsh@gmail.com>

Hi Sarah

Here are some pictures of people walking or going up the street in wheelchair.







Sarah Marsh Creative Director
Emily Mars Fashion House
Custom Apparel | Design Services

By Appointment Only | 643 W MLK Jr Blvd, Suite 202 | Fayetteville, AR 72701 | 479.799.0393 | sarah@emilyMARSfashion.com



CITY OF
FAYETTEVILLE
ARKANSAS

2018 Budget Summary

September 12, 2017

2018 General Fund Expenditure Summary

Changes
Between
Adopted
2017
& Proposed
2018
Expenses

2017 General Fund Budget - Adopted	\$ 43,162,000
Additions:	
Personnel	\$ 1,497,117
Health Insurance	560,911
LOPFI Pension	154,664
Software Maintenance/Lease	68,987
Motorpool	36,624
Personal Liability Insurance	26,000
Utilities	20,320
Services & Charges	27,891
Fixed Assets	16,000
Firefighting/Prevention Emergency Supplies	15,800
Office Machine Maintenance	15,565
Cleaning Supplies	10,578
Insurances (Vehicles/Building/Personal)	9,805
Tournament Supplies/Awards	8,059
Telephone	7,942
Outside Agencies	6,060
Other - Additions	16,221
	<u>2,498,544</u>
Reductions:	
Office Supplies/Copies	(20,855)
Employee LTD/ADD/Life Insurance	(26,198)
Contract Services	(27,491)
Election Cost	(30,000)
	<u>(104,544)</u>
2018 General Fund Budget - Proposed	\$ 45,556,000

2018 Proposed General Fund Budget

Budget by Activity

Budget by Activity	Adopted 2017	% Total	Proposed 2018	% Total
General Government Activity	\$ 4,309,730	10.0%	\$ 4,534,566	10.0%
- Outside Agencies	1,104,508	2.6%	1,110,568	2.4%
- Salary Contingency	531,000	1.2%	726,205	1.6%
- Fayetteville Public Library	1,697,000	3.9%	1,697,000	3.7%
- Cost Reimbursements	(2,480,982)	-5.7%	(2,480,982)	-5.4%
Finance & Internal Services Activity	5,862,074	13.6%	5,949,041	13.1%
Police Activity	14,115,923	32.7%	14,999,703	32.9%
Fire Activity	11,214,900	26.0%	11,787,100	25.9%
Community Planning & Engineering	4,352,147	10.1%	4,639,659	10.2%
Parks and Recreation Activity	2,222,700	5.1%	2,360,140	5.2%
Transfer to Drug Grant	233,000	0.5%	233,000	0.5%
Total	\$ 43,162,000	100.0%	\$ 45,556,000	100.0%

2018 Proposed General Fund Budget

Summary by Category (% of Total)

EXPENSE	Actual 2016	Adopted 2017	Budgeted 2018	Change Between 2018/2017	Percent of Total
Personnel Services	\$ 33,728,115	\$ 34,542,944	\$ 36,738,567	2,195,623	80.6%
Materials and Supplies	1,033,139	1,302,117	1,333,996	31,879	2.9%
Services and Charges	3,403,407	4,122,364	4,153,731	31,367	9.1%
Motorpool Charges	1,091,347	1,266,478	1,303,102	36,624	2.9%
Cost allocation	(2,486,247)	(2,486,252)	(2,490,662)	(4,410)	-5.5%
Maintenance	1,185,947	1,331,340	1,412,197	80,857	3.1%
Transfers To Outside Entities	2,713,141	2,781,909	2,787,969	6,060	6.1%
Capital	178,495	18,100	34,100	16,000	0.1%
Contingency/Savings		50,000	50,000	-	0.1%
Operating Transfers	254,675	233,000	233,000	-	0.5%
Total	<u>\$ 41,102,019</u>	<u>\$ 43,162,000</u>	<u>\$ 45,556,000</u>	<u>\$ 2,394,000</u>	<u>100.0%</u>

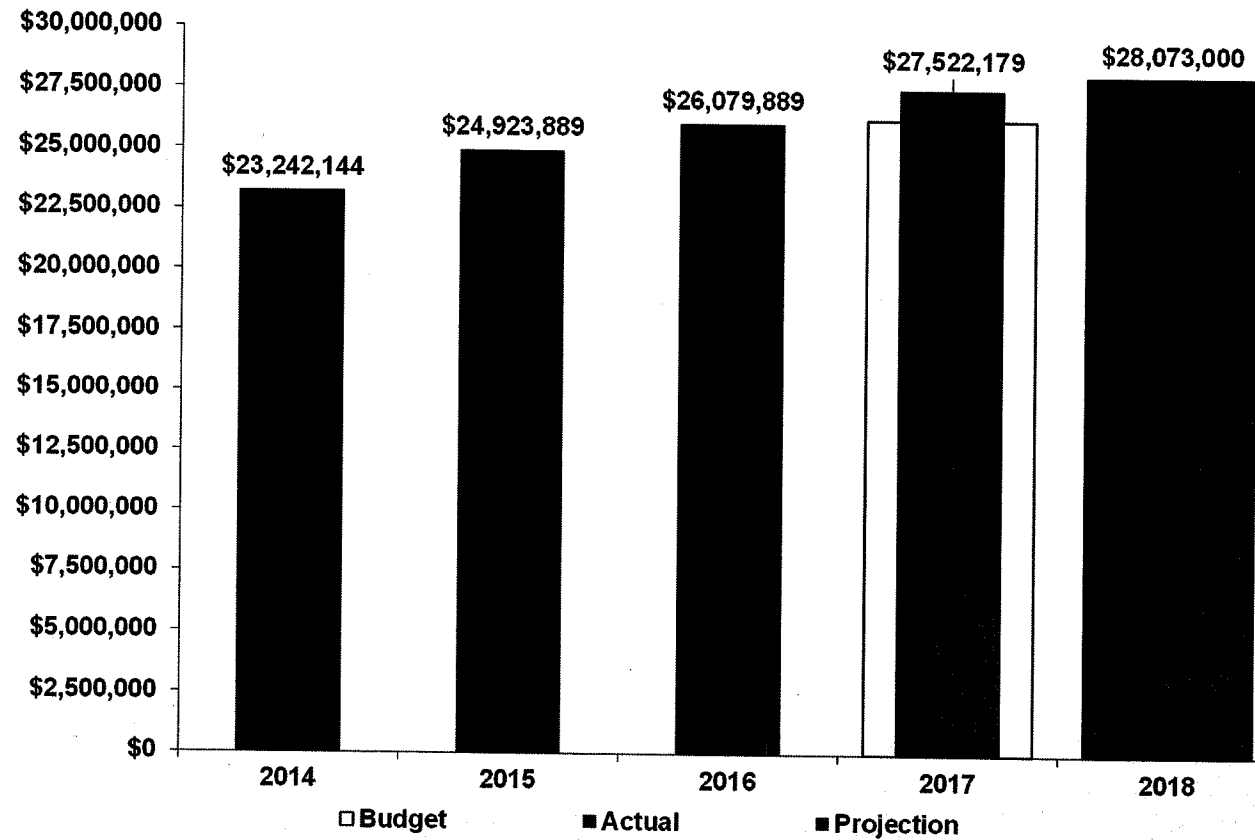
2018 Proposed General Fund Budget

Outside Agencies & Other Entities

Transfers To Outside Entities	Adopted 2017	% Total	Proposed 2018	% Total	\$ Change	% Chg
<u>Outside Agencies (Non-Profit Services):</u>						
Public Access Provider	\$ 157,520	14.3%	\$ 161,580	14.5%	\$ 4,060	2.6%
Boys & Girls Club	225,000	20.4%	225,000	20.3%	-	0.0%
Council on Aging	98,887	9.0%	98,887	8.9%	-	0.0%
Arkansas Air/Military Museum	22,700	2.1%	24,700	2.2%	2,000	8.8%
7 Hills Homeless Shelter	103,000	9.3%	103,000	9.3%	-	0.0%
	<u>\$ 607,107</u>	<u>55.0%</u>	<u>\$ 613,167</u>	<u>55.2%</u>	<u>\$ 6,060</u>	<u>1.0%</u>
<u>Outside Entities (Local Governmental Agreements):</u>						
Central EMS	\$ 445,895	40.4%	\$ 445,895	40.2%	\$ -	0.0%
NWA Regional Planning	51,506	4.7%	51,506	4.6%	-	0.0%
	<u>\$ 497,401</u>	<u>45.0%</u>	<u>\$ 497,401</u>	<u>44.8%</u>	<u>\$ -</u>	<u>0.0%</u>
Total	<u>\$ 1,104,508</u>	<u>100.0%</u>	<u>\$ 1,110,568</u>	<u>100.0%</u>	<u>\$ 6,060</u>	<u>0.5%</u>

2018 Revenue Outlook

Combined General Fund Sales Tax - 5 Year Projection



2018 Proposed General Fund Budget - Revenue Highlights

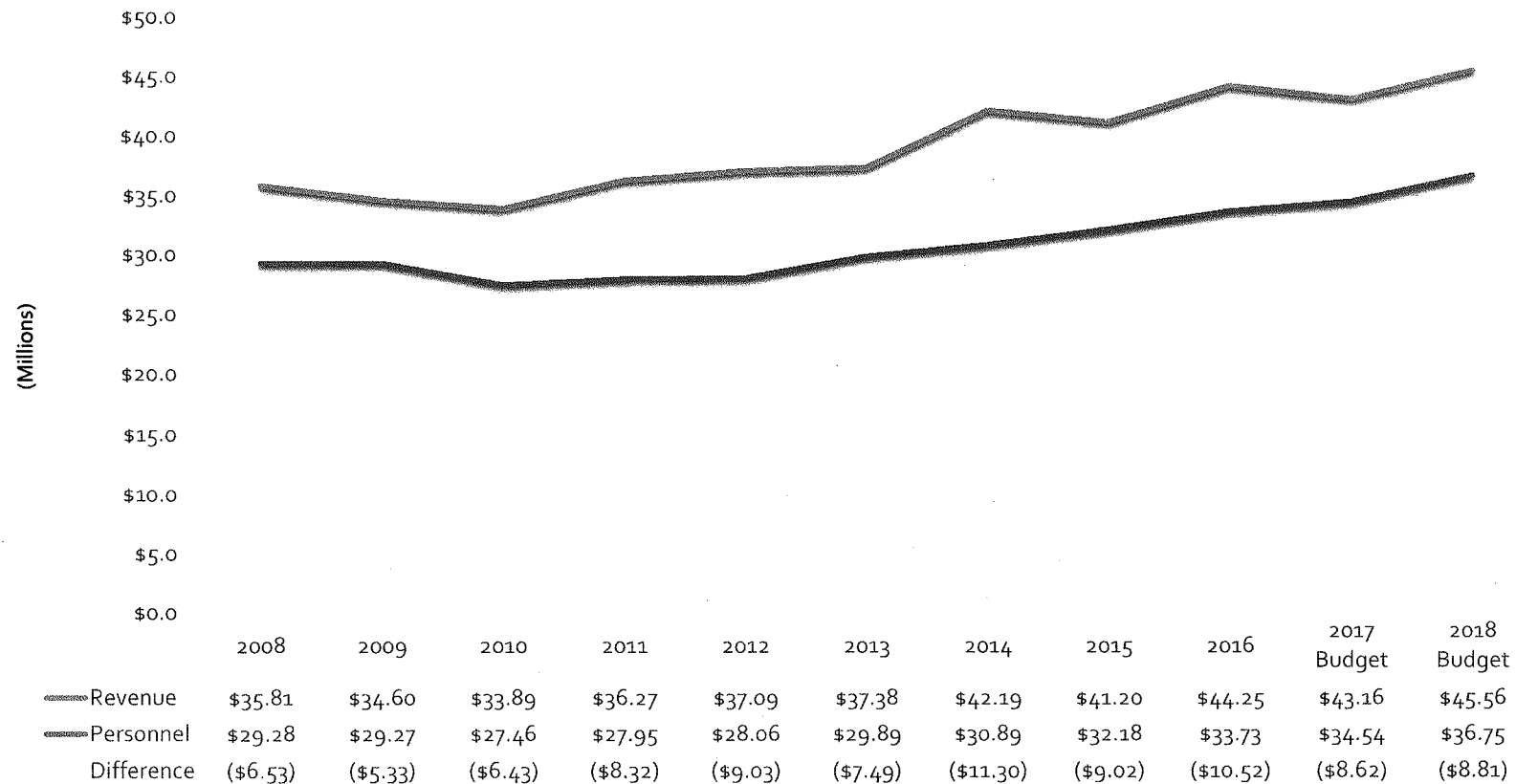
Revenue Source	Actual 2016	Adopted 2017	Budgeted 2018	Change Between 2018/2017	
Sales Tax Revenue	\$ 26,079,989	\$ 26,240,000	\$ 28,073,000	1,833,000	7.0%
Franchise Fees	5,729,195	5,730,000	5,782,000	52,000	0.9%
Property Tax Revenue	3,105,560	3,300,000	3,503,000	203,000	6.2%
Court Fees & Fines	1,506,073	1,490,000	1,499,700	9,700	0.7%
State General Turnback	1,175,832	1,140,633	1,176,000	35,367	3.1%
Pension Insurance Turnback	1,099,368	1,099,367	1,206,000	106,633	9.7%
Building Permits	1,592,927	1,070,000	1,100,000	30,000	2.8%
Alcohol Taxes & Licenses	921,562	879,700	915,000	35,300	4.0%
All Other Revenue	3,038,402	2,212,300	2,301,300	89,000	4.0%
Total	\$ 44,248,908	\$ 43,162,000	\$ 45,556,000	\$ 2,394,000	5.5%

*Changes
between
2016 Actual,
2017 Adopted,
& 2018 Proposed
Budgets*

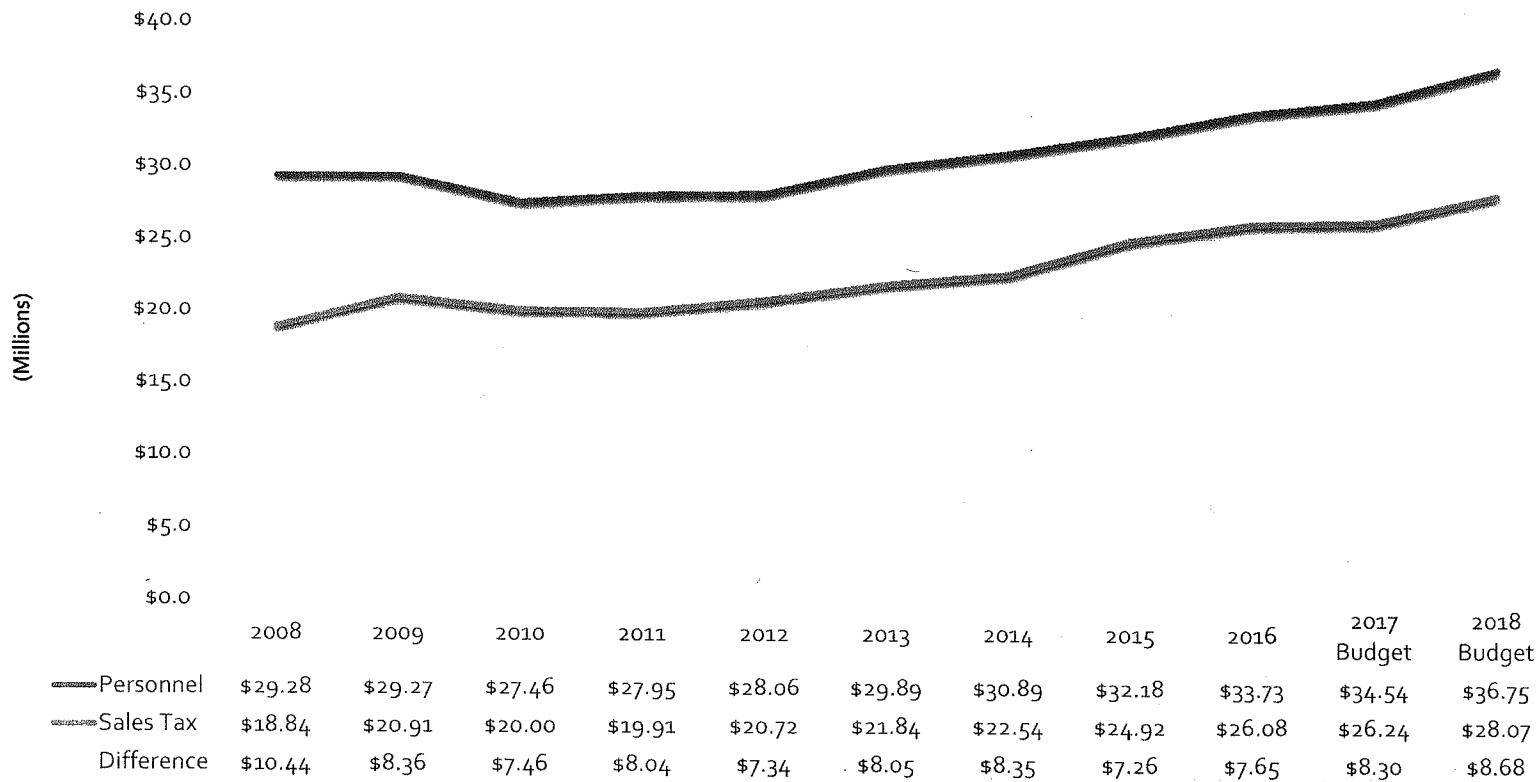
- Sales taxes for 2017 are estimated to be 4.9% over budget and are expected to increase 2.0% in 2018.
- Property taxes for 2018 are projected to be up 6.2% compared to the 2017 budgeted amount. This is due to increased assessed value.
- Franchise fees are projected to be up slightly when compared to the 2017 budgeted amount based on estimated 2017 collections.
- Building permits are projected to be 2.8% higher than the 2017 budgeted amount based on estimated collections.
- All other revenues are expected to be flat compared to 2017 estimated collections.

Personnel Services As a Portion of Total Revenue

General Fund Revenue vs. Personnel Services Expenses (2008-2018)



General Fund Personnel Services Expenses vs. General Fund Sales Tax Revenue (2008-2018)



Property Tax Rates (Comparable Arkansas Cities)

City	*City Millage Levy						County	School District	TOTAL	Annual Tax Paid by Homeowner (\$200,000)**	
	General	Police/Fire Pension	Library	Bonds/ Other	Fire Voluntary	Total				Total City Portion	Total
Bentonville	4.90	0.50	0.00	0.00	0.00	5.40	9.70	46.60	61.70	\$ 216.00	\$ 2,468.00
Rogers	1.90	1.00	0.90	0.00	0.00	3.80	9.70	46.60	60.10	\$ 152.00	\$ 2,404.00
Fayetteville	2.30	0.80	3.70	0.00	0.00	6.80	5.00	45.65	57.45	\$ 272.00	\$ 2,298.00
Fort Smith	5.00	2.00	1.00	0.00	0.00	8.00	8.00	36.50	52.50	\$ 320.00	\$ 2,100.00
Springdale	4.70	1.00	1.00	0.00	1.50	8.20	6.00	40.50	54.70	\$ 328.00	\$ 2,188.00

* Source: State of Arkansas - Assessment Coordination Department: 2016 Millage Report (2017 Collections) / Published April 2017

** Appraised Value

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, September 12, 2017

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

Sarah Bunch 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. [2017-0454](#)

NOMINATING COMMITTEE REPORT

2. [2017-0475](#)

OZARK REGIONAL TRANSIT REPORT ON PUBLIC TRANSIT IN FAYETTEVILLE

Attachments: [OZARK REGIONAL TRANSIT REPORT ON PUBLIC TRANSIT IN FAYETTEVILLE](#)

Agenda Additions

A. Consent:

- A. 1 [2016-0583](#)

APPROVAL OF THE SEPTEMBER 5, 2017 CITY COUNCIL MEETING MINUTES.

- A. 2 [2017-0467](#)

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 \$8,476.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: [HAZMAT SERVICES REVENUE](#)
[BA HAZMAT SERVICES REVENUE](#)

A. 3 [2017-0474](#)**BID #17-51 CRUSE UNIFORMS & EQUIPMENT, INC.:**

A RESOLUTION TO AWARD BID #17-51 AND AUTHORIZE THE PURCHASE OF CLASS A-B UNIFORMS FROM CRUSE UNIFORMS & EQUIPMENT, INC. AS NEEDED THROUGH 2022, AT AN ESTIMATED COST OF \$29,307.45 PER YEAR, FOR USE BY THE FIRE DEPARTMENT

Attachments: [BID #17-51 CRUSE UNIFORMS & EQUIPMENT, INC.](#)

A. 4 [2017-0478](#)**ASSISTANCE TO FIREFIGHTERS GRANT:**

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A 90/10 ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF \$110,001.00 FOR THE PURCHASE OF A MOBILE AIR CASCADE SYSTEM TRAILER FOR THE FIRE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT TO PROVIDE FOR MATCHING FUNDS IN THE AMOUNT OF \$10,999.00 AND A PROJECT CONTINGENCY IN THE AMOUNT OF \$18,150.00

Attachments: [ASSISTANCE TO FIREFIGHTERS GRANT](#)
 [BA ASSISTANCE TO FIREFIGHTERS GRANT](#)

A. 5 [2017-0466](#)**BID #17-61 BENCHMARK CONSTRUCTION OF NWA, INC.:**

A RESOLUTION TO AWARD BID #17-61 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$263,800.00 FOR PHASE ONE OF THE REMOVAL AND REPLACEMENT OF WINDOWS AT CITY HALL, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,000.00

Attachments: [BID #17-61 BENCHMARK CONSTRUCTION OF NWA, INC.:](#)

B. Unfinished Business: None**C. New Business:**

C. 1 [2017-0487](#)**RFQ 17-12 CROSSLAND CONSTRUCTION COMPANY, INC.:**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY, INC., PURSUANT TO RFQ 17-12, FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION AND RENOVATION PROJECTS, TO APPROVE PHASE ONE PRE-CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$110,000.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,000.00 FOR PHASE ONE

Attachments: [RFQ 17-12 CROSSLAND CONSTRUCTION COMPANY, INC.](#)

C. 2 [2017-0483](#)**APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER SARAH MARSH AND TO DENY THE FAYETTEVILLE HOUSING AUTHORITY'S APPLICATION FOR A LARGE SCALE DEVELOPMENT

Attachments: [LSD 17-5775 \(324 E. 12TH PLACE/MORGAN MANOR APTS\)](#)

C. 3 [2017-0485](#)**2017 MILLAGE LEVY:**

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2017 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND, 2.5 MILLS FOR FAYETTEVILLE PUBLIC LIBRARY OPERATIONS, AND 1.2 MILLS FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

Attachments: [2017 MILLAGE LEVY](#)

D. City Council Agenda Session Presentations:

D. 1 [2017-0473](#)

AGENDA SESSION PRESENTATION - WELCOMING FAYETTEVILLE PLAN UPDATE

E. City Council Tour:

F. Announcements:

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0454

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: 1.

NOMINATING COMMITTEE REPORT



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0475

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Report

Agenda Number: 2.

OZARK REGIONAL TRANSIT REPORT ON PUBLIC TRANSIT IN FAYETTEVILLE

OZARK REGIONAL TRANSIT

Operating Statistics

July 2017

	Current Month				Year To Date			
FIXED ROUTE	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
FR Cash Fares	2,630	3,074	-444	-14.4%	18,412	22,476	-4,064	-18.1%
FR NWACC Free	1,526	1,903	-377	-19.8%	18,096	22,314	-4,218	-18.9%
FR ORT Pass	8,499	10,714	-2,215	-20.7%	61,609	79,051	-17,442	-22.1%
FR Children Free	270	407	-137	-33.7%	2,472	2,773	-301	-10.9%
FR Transfers	1,665	1,870	-205	-11.0%	11,100	13,014	-1,914	-14.7%
FR Free Fare *	1,811	2,355	-544	-23.1%	15,896	16,844	-948	-5.6%
FR Veterans Free	1,485	0	1,485	100.0%	2,534	0	2,534	100.0%
FR Georges Free	1,554	1,457	97	6.7%	7,851	8,354	-503	-6.0%
FR Spring International	0	25	-25	-100.0%	34	243	-209	-86.0%
Total Passengers	19,440	21,805	-2,365	-10.8%	138,004	165,069	-27,065	-16.4%
Daily Passengers	972	1,090	-118	-10.8%	932	1,115	-183	-16.4%
ADA Complementary Paratransit	1,023	1,101	-78	-7.1%	8,705	9,196	-491	-5.3%
Bike Passengers	516	727	-211	-29.0%	3,141	4,482	-1,341	-29.9%
FR Revenue Hours	3,191	3,944	-753	-19.1%	25,991	29,444	-3,453	-11.7%
FR Service Hours	3,417	4,184	-767	-18.3%	27,809	31,232	-3,423	-11.0%
FR Revenue Miles	53,260	68,305	-15,045	-22.0%	445,015	514,353	-69,338	-13.5%
FR Service Miles	57,993	73,712	-15,719	-21.3%	484,371	554,637	-70,266	-12.7%
PARATRANSIT	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
PT Cash Fares	224	366	-142	-38.8%	1,990	3,834	-1,844	-48.1%
PT ORT Pass	1,711	2,024	-313	-15.5%	13,175	14,295	-1,120	-7.8%
PT Free Fare	12	5	7	140.0%	120	22	98	445.5%
Total Passengers	1,947	2,395	-448	-18.7%	15,285	18,151	-2,866	-15.8%
Daily Passengers	97	120	-22	-18.7%	103	123	-19	-15.8%
PT Revenue Hours	1,449	1,480	-31	-2.1%	11,323	11,829	-506	-4.3%
PT Service Hours	1,730	1,706	24	1.4%	13,206	13,455	-248	-1.8%
PT Revenue Miles	20,151	23,032	-2,881	-12.5%	149,988	179,428	-29,440	-16.4%
PT Service Miles	24,526	27,199	-2,673	-9.8%	181,714	209,754	-28,040	-13.4%
TOTAL	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Paratransit/Fixed Route Passengers	21,387	24,200	-2,813	-11.6%	153,289	183,220	-29,931	-16.3%
Daily PT/FR Passengers	1,069	1,210	-141	-11.6%	1,036	1,238	-202	-16.3%
Charter/Shuttle Passengers	306	137	169	123.4%	1,536	2,442	-906	-37.1%
Total Passengers	21,693	24,337	-2,644	-10.9%	154,825	185,662	-30,837	-16.6%

	Current Month				Year To Date			
	This Year	Prior Year	Change	% Chg	This Year	Prior Year	Change	% Chg
Weekdays	20	20	0	0.0%	148	148	0	0.0%
Saturdays	0	0	0	0.0%	0	0	0	0.0%
Sundays	0	0	0	0.0%	0	0	0	0.0%
Total	20	20	0	0.0%	148	148	0	0.0%
Revenue Vehicles	38	32	6	18.8%				
Non-Revenue Vehicles	8	7	1	14.3%				
Total Vehicles	46	39	7	17.9%				
Total Miles (All Vehicles)	90,735	108,349	-17,614	-16.3%	710,873	817,220	-106,347	-13.0%
Diesel Fuel Consumed	3,165	3,711	-546	-14.7%	21,206	34,030	-12,824	-37.7%
Gas Consumed	8,137	7,134	1,003	14.1%	61,491	45,070	16,421	36.4%
CNG Consumed	557	1,826	-1,269	-69.5%	5,752	12,446	-6,695	-53.8%
Miles Per Gallon	7.7	8.6	-0.9	-10.5%	8.0	8.9	-0.9	-10.0%
Road calls	6	4	2		33	32	1	3.1%
Accidents	2	1	1		6	8	-2	-25.0%
Operations (Full Time Equivalent)	49	51	-2	-3.9%				
Maintenance	11	11	0	0.0%				
Administration	8	8	0	0.0%				
Total	68	70	-2	-2.9%				

* - Commuter Express - 28; Razorback Transfers - 55; Kids Free - 1,434

Route Summary - July 2017

Fixed Routes

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
1	20	134.7	2,693	13.5	270.0	180.5	3,609.0	14.5	290.0	200.7	4,013.0
2	20	74.9	1,497	13.5	270.0	223.2	4,464.0	14.5	290.0	243.4	4,868.0
3	20	46.5	929	12.5	249.0	171.6	3,431.0	13.0	259.0	182.0	3,639.0
4	20	157.2	3,144	13.1	262.0	175.5	3,510.0	13.6	272.0	185.9	3,718.0
11	20	77.2	1,544	12.0	239.0	176.6	3,531.0	13.3	265.7	207.0	4,139.0
51	20	61.7	1,234	11.2	223.0	169.5	3,389.0	12.5	249.7	199.9	3,997.0
52	20	25.4	508	11.5	230.0	208.1	4,161.0	12.8	256.7	238.5	4,769.0
61	20	110.4	2,208	12.8	255.0	201.5	4,029.0	13.3	265.0	211.9	4,237.0
62	20	100.3	2,006	14.2	283.3	176.0	3,520.0	14.7	293.3	182.0	3,640.0
63	20	25.6	511	7.4	147.0	116.2	2,323.0	7.4	147.0	116.2	2,323.0
64	20	6.2	124	7.4	147.0	110.7	2,213.0	7.7	153.7	116.7	2,333.0
65	21	70.3	1,476	14.3	299.3	250.9	5,268.0	14.6	306.3	256.9	5,394.0
490-1	20	76.9	1,538	14.4	288.3	449.2	8,984.0	15.8	315.0	476.2	9,524.0
490-2	0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
CX	14	2.0	28	2.0	28.0	59.1	827.8	3.8	53.7	99.9	1,399.0
Total		969.1	19,440	159.4	3,190.9	2,668.2	53,259.8	171.3	3,416.9	2,916.8	57,993.0

Paratransit - Weekdays

Route	Days	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
		Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
DR1	20	10.3	206	8.2	164.7	140.6	2,812.0	10.1	202.1	176.6	3,531.0
DR2 CC	20	6.1	121	5.5	110.8	27.7	553.0	7.7	153.3	37.7	753.0
DR3	2	2.0	4	1.4	2.8	32.0	64.0	2.5	4.9	47.5	95.0
DR4	20	7.6	152	6.0	120.1	96.6	1,932.0	6.9	138.6	110.5	2,210.0
DR5	0	0.0	0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PT1	20	12.7	253	8.0	160.6	123.5	2,470.0	8.9	178.1	138.4	2,768.0
PT2	20	11.9	237	7.7	154.1	90.9	1,817.0	9.1	181.0	123.7	2,473.0
PT3	19	9.6	182	7.4	140.5	124.0	2,356.0	8.4	159.7	149.3	2,836.0
PT4	20	11.1	221	8.6	172.0	107.1	2,142.0	10.2	203.6	133.4	2,667.0
PT5	20	11.9	238	8.1	161.7	123.7	2,474.0	9.4	187.6	137.4	2,747.0
PT6	20	9.5	189	7.9	157.6	97.9	1,957.0	9.6	192.5	128.1	2,562.0
PT7	20	7.2	144	5.2	103.9	78.7	1,574.0	6.4	128.6	94.2	1,884.0
Total		99.6	1,947	74.0	1,448.7	1,042.6	20,151.0	89.1	1,730.0	1,276.5	24,526.0

Service Totals

	Passengers		Revenue Hours		Revenue Miles		Service Hours		Service Miles	
	Daily	Total	Daily	Total	Daily	Total	Daily	Total	Daily	Total
Paratransit	99.6	1,947.0	74.0	1,448.7	1,042.6	20,151.0	89.1	1,730.0	1,276.5	24,526.0
Fixed Route	969.1	19,440.0	159.4	3,190.9	2,668.2	53,259.8	171.3	3,416.9	2,916.8	57,993.0
Grand Total		21,387.0		4,639.6		73,410.8		5,146.9		82,519.0

Fixed Routes

Routes 1, 2, 3, 4: Fayetteville
 Routes 61, 62, 63, 64, 65: Springdale
 Routes 51, 52: Rogers
 Route 11: Bentonville
 Route 490: I49 Commuter Express
 Route 620: Rural Commuter Express
 Route CX: Commuter Express

Paratransit Routes

DR1, DR3 - DR5: Demand Response Routes usually in Rural areas
 DR2 CC: Demand Response Route in Carroll County
 PT1 - PT7: Mostly ADA Paratransit Routes in the Urban areas

Route Summary - July 2017

Fixed Routes

Route	Days	Passengers				Wheel-chairs		Bikes	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
1	20	134.7	2,693	10.0	0.7	1.4	27	1.6	32
2	20	74.9	1,497	5.5	0.3	0.1	1	2.3	46
3	20	46.5	929	3.7	0.3	0.4	8	0.1	2
4	20	157.2	3,144	12.0	0.9	0.6	11	8.8	176
11	20	77.2	1,544	6.5	0.4	5.3	106	2.1	42
51	20	61.7	1,234	5.5	0.4	0.3	6	1.5	29
52	20	25.4	508	2.2	0.1	0.2	4	1.1	22
61	20	110.4	2,208	8.7	0.5	1.0	19	2.2	44
62	20	100.3	2,006	7.1	0.6	0.3	6	0.3	6
63	20	25.6	511	3.5	0.2	0.0	0	0.3	6
64	20	6.2	124	0.8	0.1	0.0	0	0.1	1
65	21	70.3	1,476	4.9	0.3	0.0	0	1.4	29
490-1	20	76.9	1,538	5.3	0.2	0.4	7	4.1	81
490-2	0	0.0	0	0.0	0.0	0.0	0	0.0	0
CX	14	2.0	28	1.0	0.0	0.0	0	0.0	0
		969.1	19,440	76.8	5.1	9.8	195	25.7	516

Paratransit - Weekdays

Route	Days	Passengers				Wheel-chairs	
		Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total
DR1	20	10.3	206	1.3	0.1	3.4	67
DR2 CC	20	6.1	121	1.1	0.2	0.0	0
DR3	2	2.0	4	1.5	0.1	0.5	1
DR4	20	7.6	152	1.3	0.1	2.2	43
DR5	0	0.0	0	0.0	0.0	0.0	0
PT1	20	12.7	253	1.6	0.1	3.3	65
PT2	20	11.9	237	1.5	0.1	2.6	52
PT3	19	9.6	182	1.3	0.1	2.2	42
PT4	20	11.1	221	1.3	0.1	2.4	48
PT5	20	11.9	238	1.5	0.1	3.1	61
PT6	20	9.5	189	1.2	0.1	1.8	36
PT7	20	7.2	144	1.4	0.1	2.3	45
		99.6	1,947	14.8	1.1	23.6	460

Weekday Service Totals

	Passengers				Wheel-chairs		Bikes	
	Daily	Total	Per Rev Hour	Per Rev Mile	Daily	Total	Daily	Total
Paratransit	99.6	1,947	14.8	1.1	23.6	460	0.0	0
Fixed Route	969.1	19,440	76.8	5.1	9.8	195	25.7	516
Grand Total		21,387.0				655.0		516.0

Fixed Routes

Routes 1, 2, 3, 4: Fayetteville
 Routes 61, 62, 63, 64, 65: Springdale
 Routes 51, 52: Rogers
 Route 11: Bentonville
 Route 490: I49 Commuter Express
 Route 620: Rural Commuter Express
 Route CX: Commuter Express

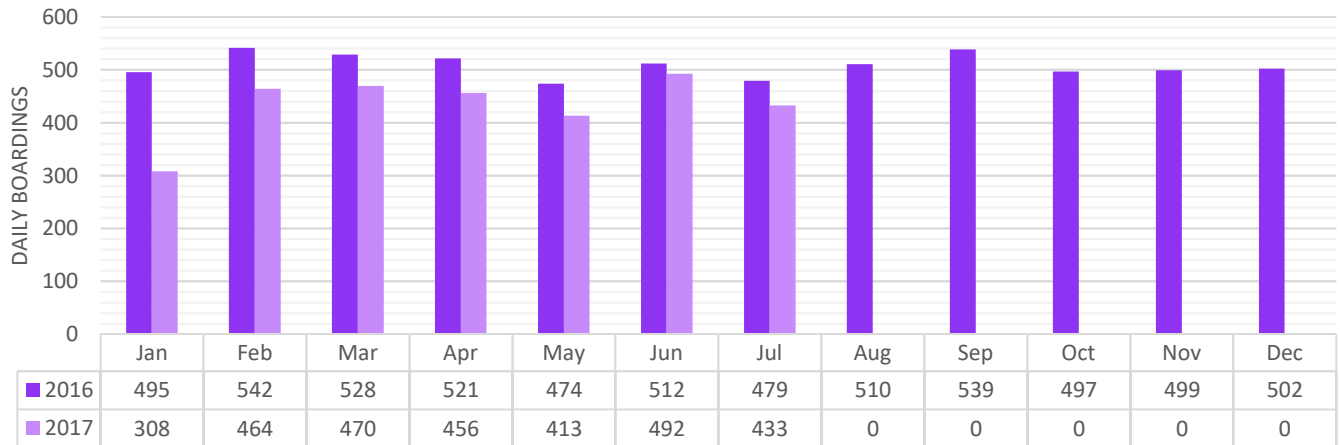
Paratransit Routes

DR1, DR3 - DR5: Demand Response Routes usually in Rural areas
 DR2 CC: Demand Response Route in Carroll County
 PT1 - PT7: Mostly ADA Paratransit Routes in the Urban areas

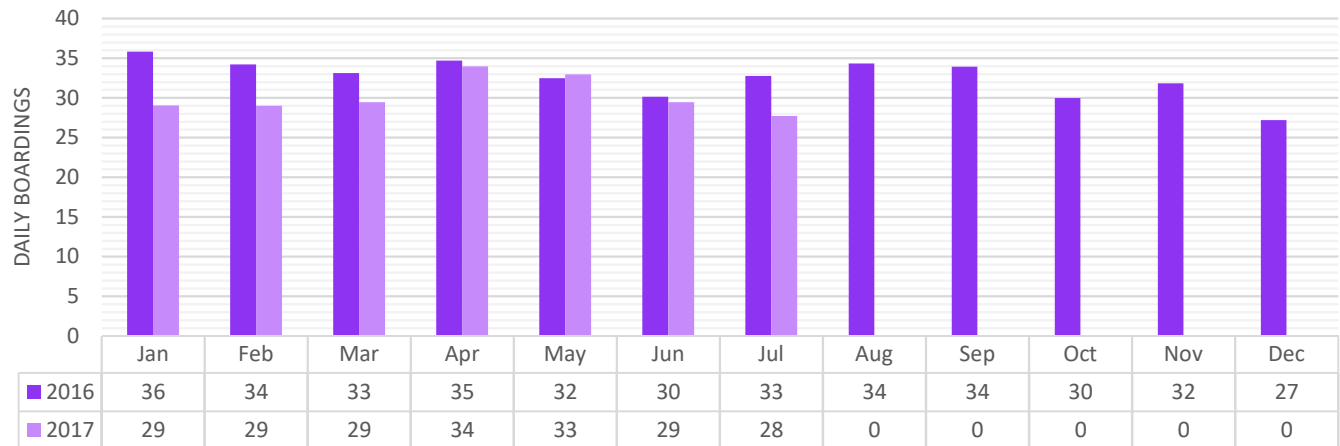
Key Performance Indicators - City of Fayetteville

	TOTAL SYSTEM: Jan - Jul			FAYETTEVILLE: Jan - Jul			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	148	148		148	148		
Fixed Route	165,069	138,004	-16%	75,155	64,244	-15%	47%
Paratransit	18,151	15,285	-16%	4,924	4,473	-9%	29%
Total	183,220	153,289	-16%	80,079	68,717	-14%	45%

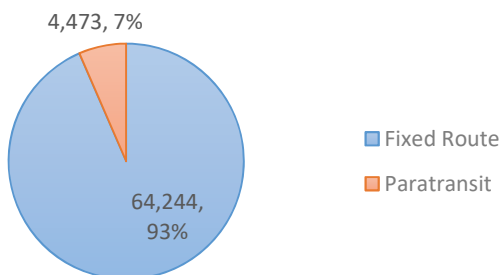
Fixed Route Passengers



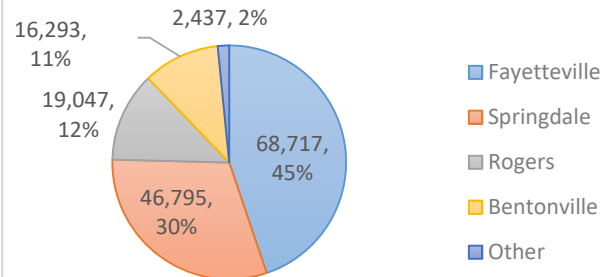
Paratransit Passengers



Fayetteville Service: Jan - Jul



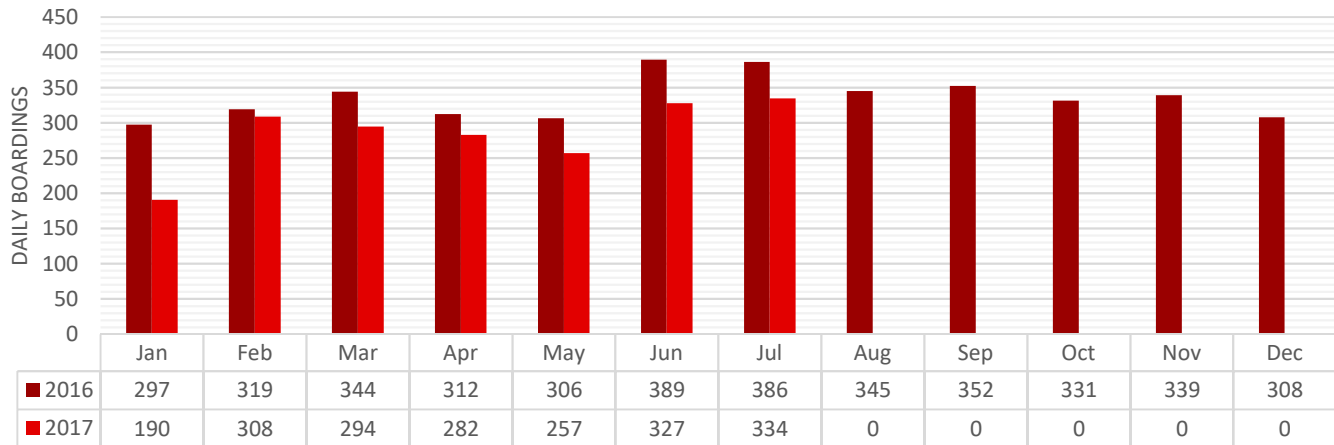
Total Ridership: Jan - Jul



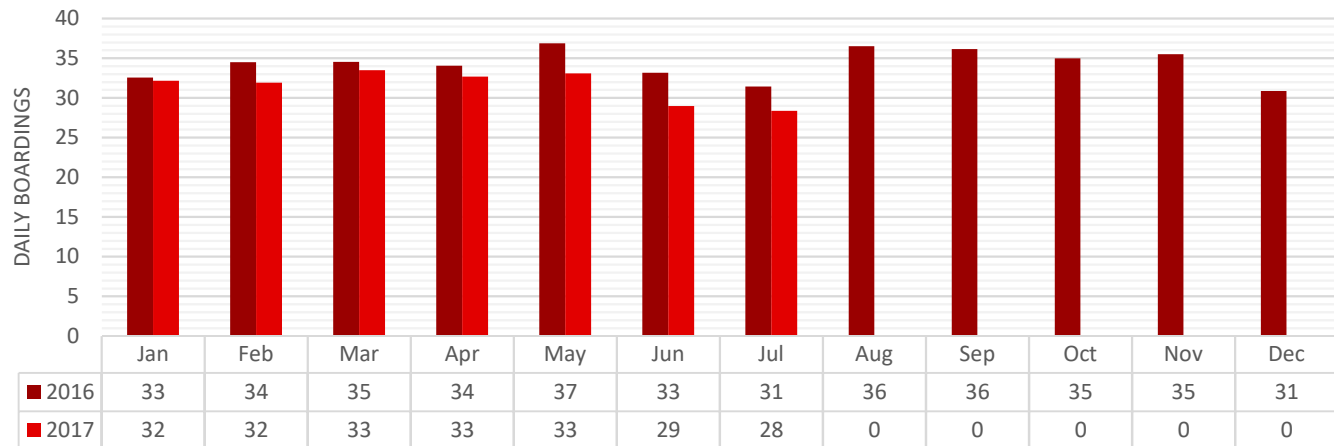
Key Performance Indicators - City of Springdale

	TOTAL SYSTEM: Jan - Jul			SPRINGDALE: Jan - Jul			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	148	148		148	148		
Fixed Route	165,069	138,004	-16%	49,829	42,127	-15%	31%
Paratransit	18,151	15,285	-16%	5,015	4,668	-7%	31%
Total	183,220	153,289	-16%	54,844	46,795	-15%	31%

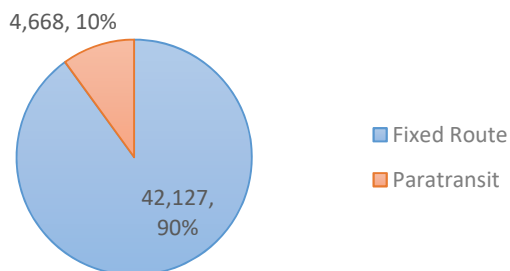
Fixed Route Passengers



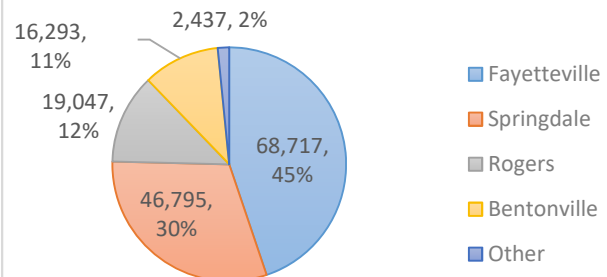
Paratransit Passengers



Springdale Service: Jan - Jul



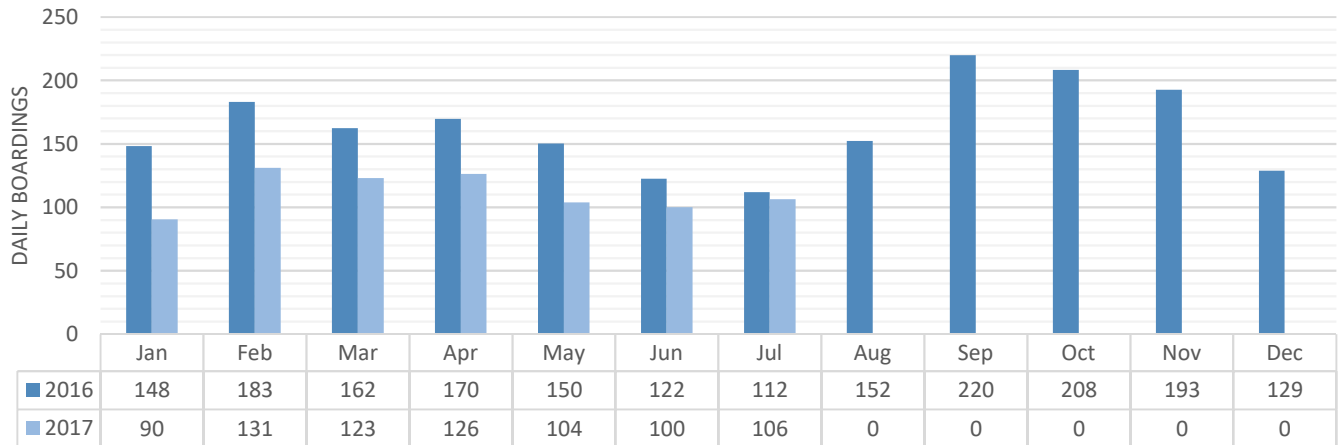
Total Ridership: Jan - Jul



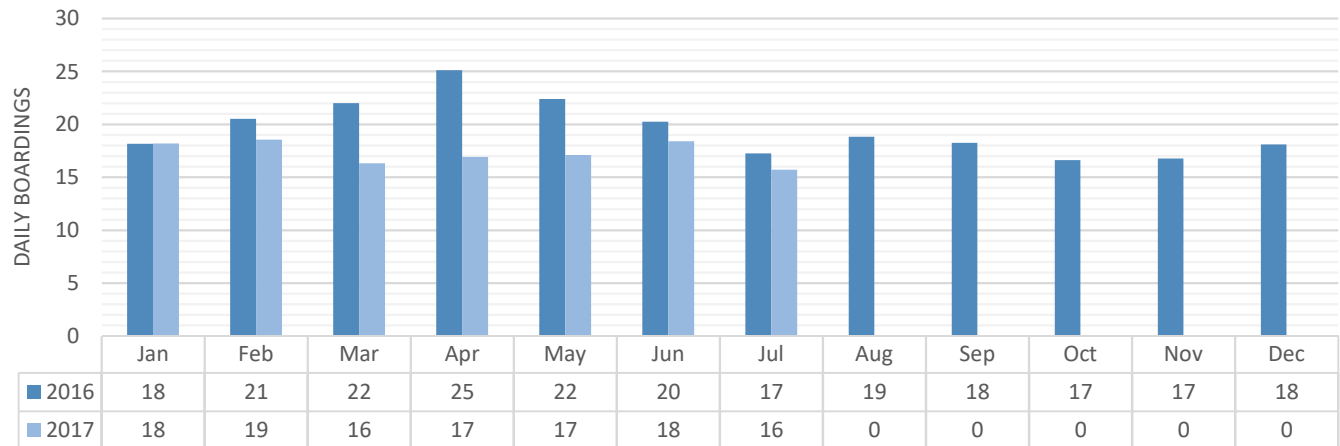
Key Performance Indicators - City of Rogers

	TOTAL SYSTEM: Jan - Jul			ROGERS: Jan - Jul			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	148	148		148	148		
Fixed Route	165,069	138,004	-16%	22,184	16,486	-26%	12%
Paratransit	18,151	15,285	-16%	3,087	2,561	-17%	17%
Total	183,220	153,289	-16%	25,271	19,047	-25%	12%

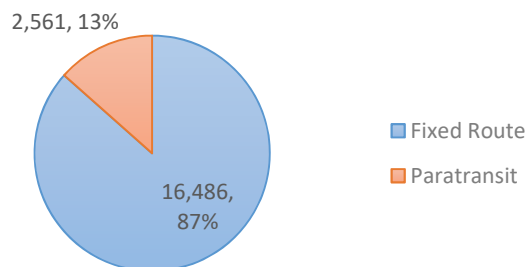
Fixed Route Passengers



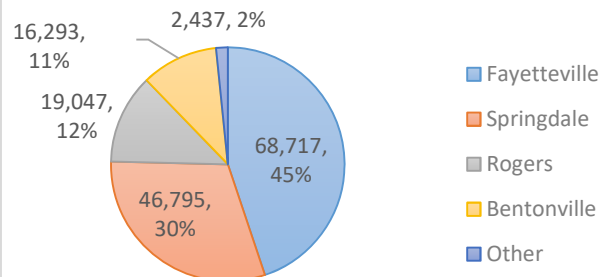
Paratransit Passengers



Rogers Service: Jan - Jul



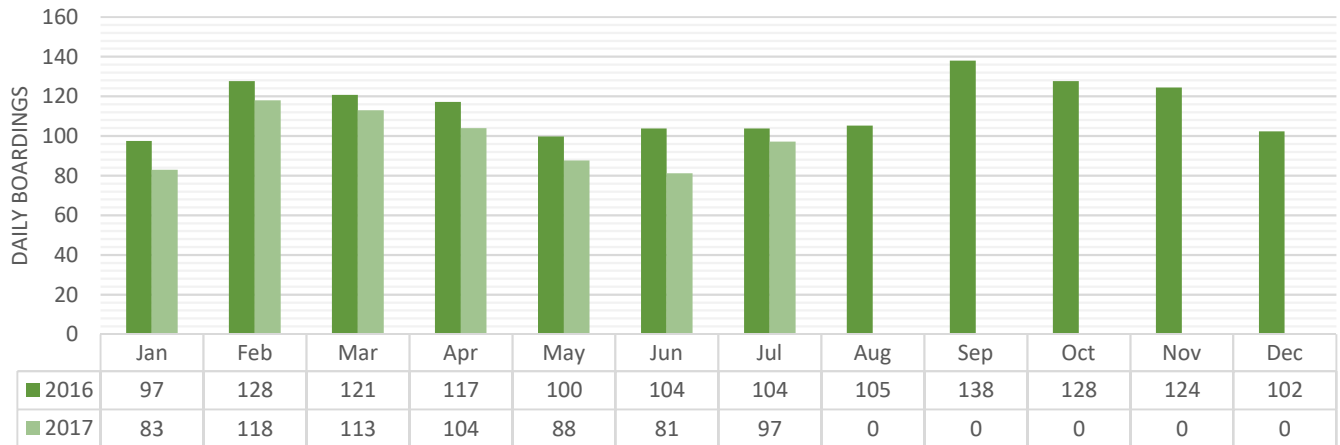
Total Ridership: Jan - Jul



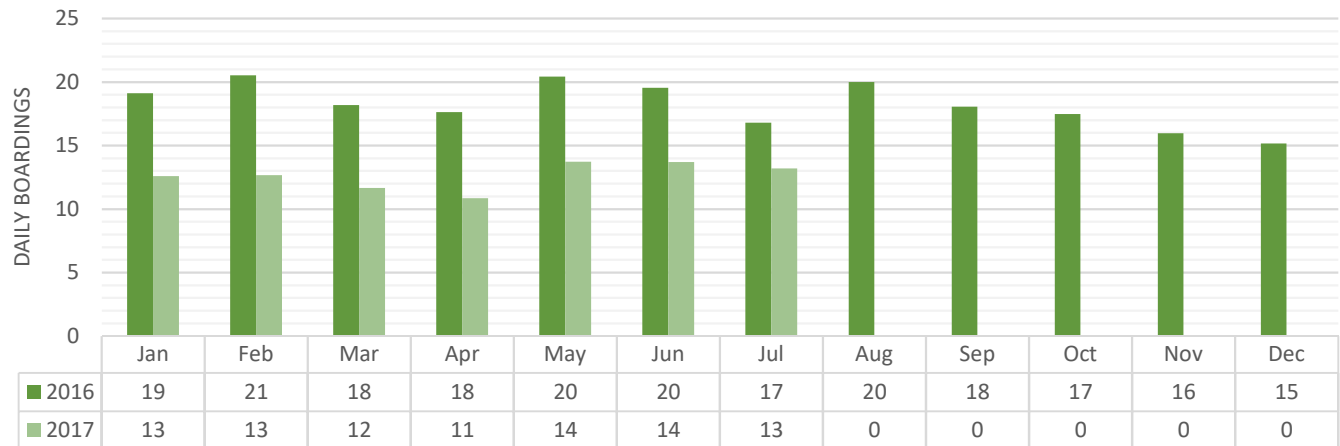
Key Performance Indicators - City of Bentonville

	TOTAL SYSTEM: Jan - Jul			BENTONVILLE: Jan - Jul			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	148	148		148	148		
Fixed Route	165,069	138,004	-16%	16,307	14,424	-12%	10%
Paratransit	18,151	15,285	-16%	2,796	1,869	-33%	12%
Total	183,220	153,289	-16%	19,103	16,293	-15%	11%

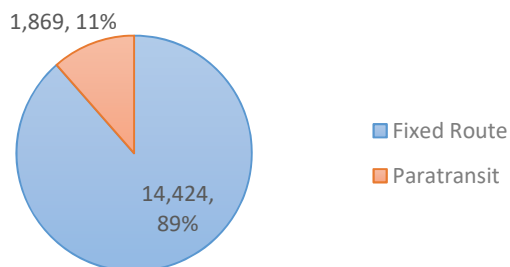
Fixed Route Passengers



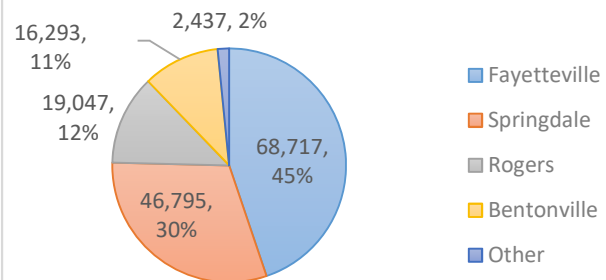
Paratransit Passengers



Bentonville Service: Jan - Jul

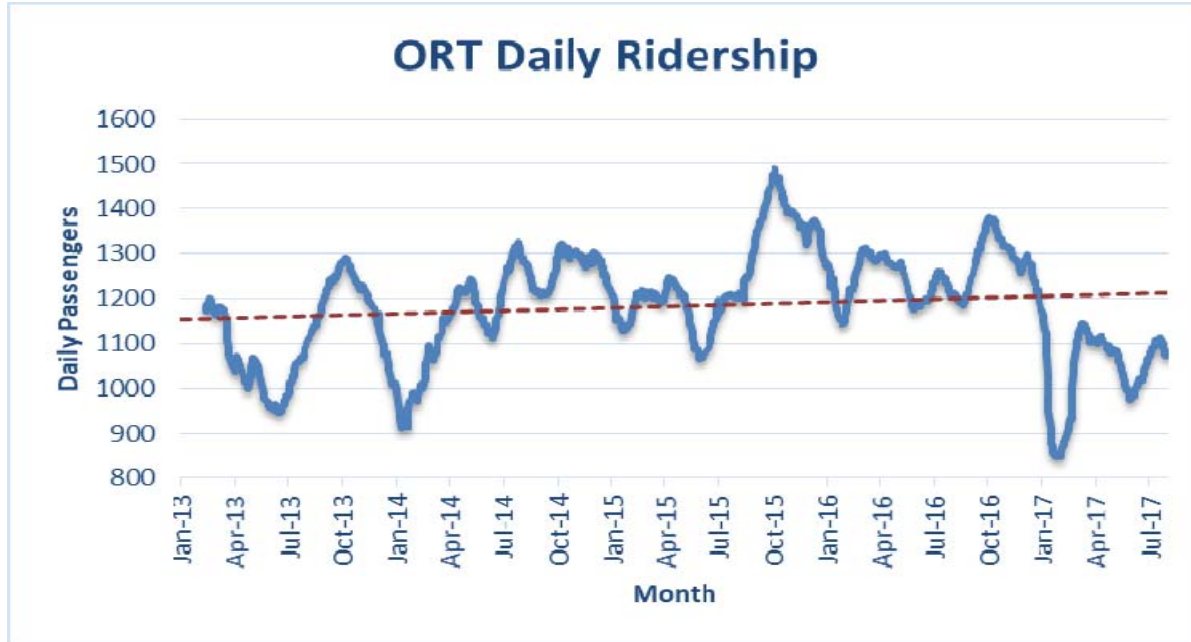


Total Ridership: Jan - Jul



Key Performance Indicators - Other Cities / Areas

	TOTAL SYSTEM: Jan - Jul			Other Cities / Areas: Jan - Jul			
	CY 16	CY 17	% Change	CY 16	CY 17	% Change	% of Total
Days of Op	148	148		148	148		
Fixed Route	165,069	138,004	-16%	1,594	723	-55%	1%
Paratransit	18,151	15,285	-16%	2,329	1,714	-26%	11%
Total	183,220	153,289	-16%	3,923	2,437	-38%	2%



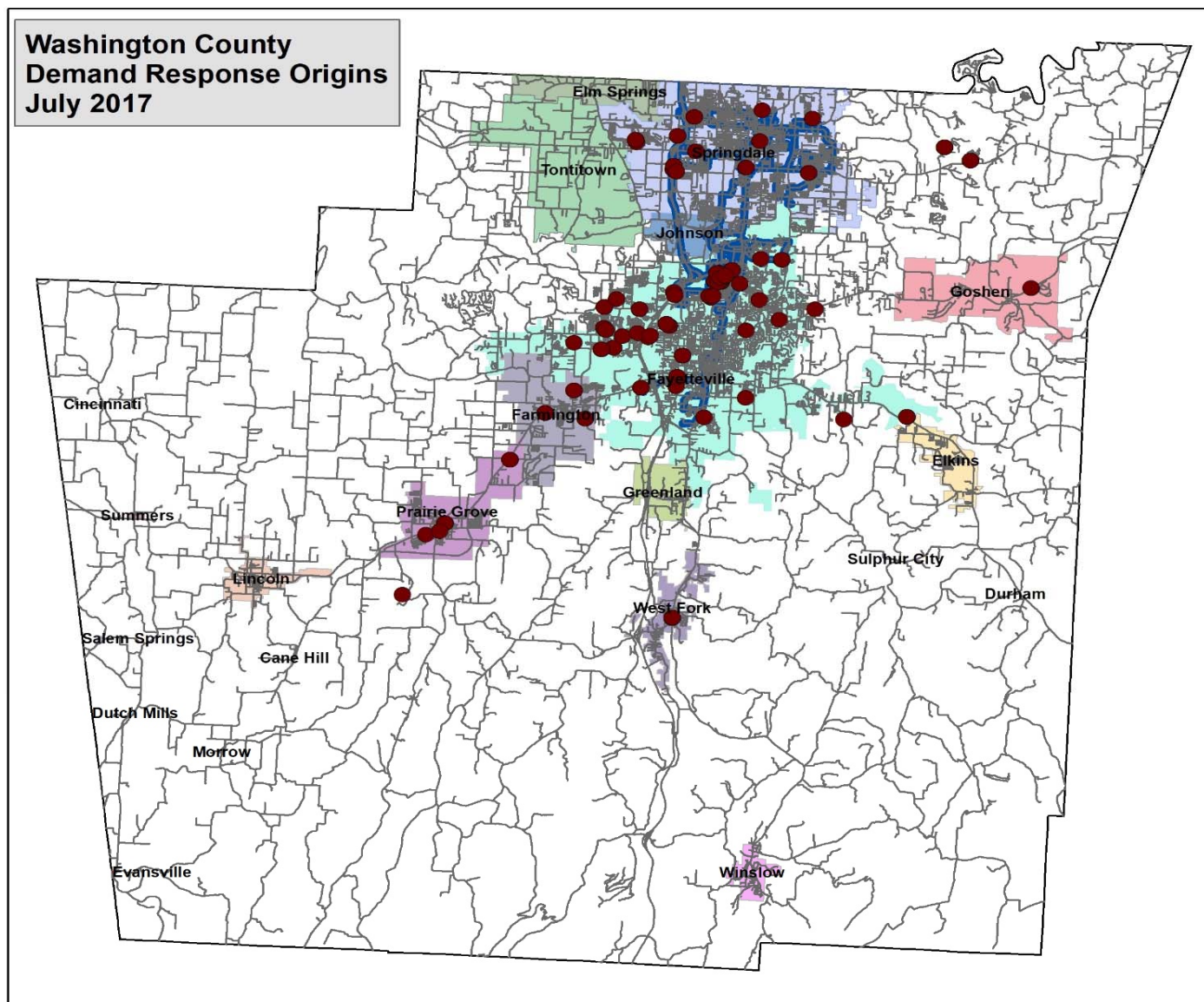
Social Media Statistics

Month	Facebook Likes	Twitter Followers	Instagram Followers	Website Sessions / Day
Jul 2016	653	932	73	138
Aug 2016	664	939	73	191
Sep 2016	670	941	81	161
Oct 2016	679	948	81	123
Nov 2016	695	954	80	132
Dec 2016	709	956	79	138
Jan 2017	877	985	85	310
Feb 2017	888	999	88	125
Mar 2017	900	1014	88	123
Apr 2017	918	1018	91	104
May 2017	929	1030	97	138
Jun 2017	934	1033	96	118
Jul 2017	938	1041	97	106

Washington County Demand Response

Service began April 10th

Area	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2017
Farmington	6	36	42	29						113
Fayetteville	153	142	187	173						655
Goshen	1	0	0	1						2
Lincoln	8	9	5	0						22
Prairie Grove	22	31	32	15						100
Springdale	59	49	54	58						220
Washington County	0	24	31	30						85
West Fork	1	2	3	4						10
Total	250	293	354	310						1207



Passenger Boardings by City: January - July 2017

	Demand Response		ADA Paratransit		Fixed Route		Total	
Benton County	2016	2017	2016	2017	2016	2017	2016	2017
Avoca	0	0	0	0	0	0	0	0
Bella Vista	41	19	0	0	0	0	41	19
Benton County	25	32	0	0	0	0	25	32
Bentonville	973	343	1,823	1,526	16,307	14,424	19,103	16,293
Cave Springs	0	2	0	0	0	0	0	2
Centerton	285	102	0	0	0	0	285	102
Garfield	0	0	0	0	0	0	0	0
Gravette	0	0	0	0	0	0	0	0
Little Flock	0	0	0	0	0	0	0	0
Lowell	143	22	0	0	0	0	143	22
Pea Ridge	20	12	0	0	0	0	20	12
Rogers	1,365	821	1,722	1,740	22,184	16,486	25,271	19,047
Siloam Springs	0	0	0	0	0	0	0	0
Total	2,852	1,353	3,545	3,266	38,491	30,910	44,888	35,529

	Demand Response		ADA Paratransit		Fixed Route		Total	
Washington County	2016	2017	2016	2017	2016	2017	2016	2017
Elkins	0	0	0	0	0	0	0	0
Farmington	2	124	38	8	160	45	200	177
Fayetteville	2,042	1,772	2,882	2,701	75,155	64,244	80,079	68,717
Goshen	1	3	0	0	0	0	1	3
Greenland	28	0	0	0	143	11	171	11
Johnson	2	2	4	0	394	220	400	222
Lincoln	1	23	35	4	362	198	398	225
Prairie Grove	104	102	8	39	243	133	355	274
Springdale	2,331	1,954	2,684	2,687	49,829	42,127	54,844	46,768
Washington County	45	102	0	0	0	0	45	102
West Fork	2	13	0	0	292	116	294	129
Total	4,558	4,095	5,651	5,439	126,578	107,094	136,787	116,628

	Demand Response		ADA Paratransit		Fixed Route		Total	
Carroll County	2016	2017	2016	2017	2016	2017	2016	2017
Berryville	1,262	878	0	0	0	0	1,262	878
Carroll County	170	140	0	0	0	0	170	140
Eureka Springs	10	10	0	0	0	0	10	10
Green Forest	2	1	0	0	0	0	2	1
Total	1,444	1,029	0	0	0	0	1,444	1,029

	Demand Response		ADA Paratransit		Fixed Route		Total	
Madison County	2016	2017	2016	2017	2016	2017	2016	2017
Huntsville	7	9	0	0	0	0	7	9
Madison County	94	94	0	0	0	0	94	94
Total	101	103	0	0	0	0	101	103

	Demand Response		ADA Paratransit		Fixed Route		Total	
	2016	2017	2016	2017	2016	2017	2016	2017
Grand Total	8,955	6,580	9,196	8,705	165,069	138,004	183,220	153,289



City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0583

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Minutes

Agenda Number: A. 1

APPROVAL OF THE SEPTEMBER 5, 2017 CITY COUNCIL MEETING MINUTES.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0467

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 2

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 \$8,476.00 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 of 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 \$8,476.00 and increasing the related expense budget.

City of Fayetteville Staff Review Form

2017-0467

Legistar File ID

9/19/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

8/22/2017

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment in the amount of \$8,476 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

Budget Impact:

1010.300.3040-5218.01

General Fund--Hazmat Equipment

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 27,413.00

Funds Obligated \$ 3,067.31

Current Balance \$ 24,345.69

Does item have a cost? No

Item Cost

Budget Adjustment Attached? Yes

Budget Adjustment \$ 8,476.00

Remaining Budget \$ 32,821.69

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 19, 2017

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief

DATE: August 22, 2017

SUBJECT: Approval of a budget adjustment in the amount of \$8,476 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

RECOMMENDATION:

Approval of a budget adjustment in the amount of \$8,476 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

DISCUSSION:

The City of Fayetteville has received \$8,476 of Hazmat Services Revenue from Washington County. The Fire Department will utilize the revenue to recover personnel and material costs for the hazmat incident. It will also be utilized to cover expenses for training and related expenses. These purchases are 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

Budget Year	Division	Adjustment Number
2017	FIRE (300)	
	Requestor: Granville Wynn	

Approval of a budget adjustment in the amount of \$8,476 to recognize Hazmat Services Revenue received from Washington County and increase related expense budget.

	COUNCIL DATE:	9/19/2017
	LEGISTAR FILE ID#:	2017-0467
	<i>Barbara Fell</i>	
	<i>8/23/2017 7:18 AM</i>	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/
RESOLUTION/ORDINANCE		

[illegible]



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0474

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 3

BID #17-51 CRUSE UNIFORMS & EQUIPMENT, INC.:

A RESOLUTION TO AWARD BID #17-51 AND AUTHORIZE THE PURCHASE OF CLASS A-B UNIFORMS FROM CRUSE UNIFORMS & EQUIPMENT, INC. AS NEEDED THROUGH 2022, AT AN ESTIMATED COST OF \$29,307.45 PER YEAR, FOR USE BY THE FIRE DEPARTMENT

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-51 and authorizes the purchase of Class A-B Uniforms from Cruse Uniforms & Equipment, Inc. as needed through 2022, at an estimated amount of \$29,307.45 per year, for use by the Fayetteville Fire Department.

City of Fayetteville Staff Review Form

2017-0474

Legistar File ID

9/19/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

8/28/2017

FIRE (300)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A resolution awarding Uniform Bid: Bid 17-51, Fire Department Uniforms - Class A-B, to and approving the purchase of Class A-B uniforms for the Fayetteville Fire Department as needed through 2022 with Cruse Uniforms And Equipment, Inc.

Budget Impact:

1010.3020.5302.00

General

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 87,500.00

Funds Obligated \$ 24,431.06

Current Balance \$ 63,068.94

Does item have a cost? Yes

Item Cost \$ 29,307.45

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 33,761.49

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments: The estimated expenditures for the Class A-Class B Uniforms this year and the subsequent years is \$29,307.45 annually.



MEETING OF SEPTEMBER 19, 2017

TO: Mayor and City Council
FROM: David Dayringer, Fire Chief
DATE: August 28, 2017

SUBJECT: A resolution awarding Uniform Bid: Bid 17-51, Fire Department Uniforms - Class A-B, to and approving the purchase of Class A-B uniforms for the Fayetteville Fire Department as needed through 2022 with Cruse Uniforms And Equipment, Inc.

RECOMMENDATION:

A resolution awarding Uniform Bid: Bid 17-51, Fire Department Uniforms - Class A-B, to and approving the purchase of Class A-B uniforms for the Fayetteville Fire Department as needed through 2022 with Cruse Uniforms And Equipment, Inc.

BACKGROUND:

The City of Fayetteville Fire Department will utilize a quartermaster uniform system. Under this system, the City provides uniforms for Fire Department personnel which are replaced as they become worn or otherwise unusable.

DISCUSSION:

Sealed formal bids for the purchase of the Class A uniform items (Dress Hats, Shirts, Pants, Coats, Ties, Belt) and Class B Uniform items (Duty Belt, Pants, Shorts, Shirts, Coats, Patches, Nameplates, Badge, Collar Brass, Hat Badges, Cap Strap, Cap Strap Button, and Coat Button) were publicly read and the results are attached to this memo.

BUDGET/STAFF IMPACT:

The estimated expenditures for the Class A-Class B Uniforms this year and the subsequent years is \$29,307.45 annually.

Attachments:

Bid Documents



CITY OF
FAYETTEVILLE
ARKANSAS

Fire Department Uniforms - Class A-B

Bid No. 17-51

Official Bid Tabulation

Bid No. 17-51
Date: 8.24.2017
Time: 2:00 PM

Lionel Jordan, Mayor

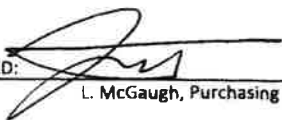
Number of Addendums: 0

Item	Description	Qty.	Cruse Uniforms and Equipment, Inc.		Galls, LLC		Forge Work Boots & Gear	
			Price Each	Extended Price	Price Each	Extended Price	Price Each	Extended Price
1	Mens Short Sleeve Dress Shirt	12	\$ 48.00	\$ 576.00	\$ 41.50	\$ 498.00	\$ -	\$ -
	Manufacturer/Model		Flying Cross/ 95R6600		Flying Cross/ 95R66		NO BID	
2	Ladies Short Sleeve Dress Shirt	2	\$ 48.00	\$ 96.00	\$ 41.50	\$ 83.00	\$ -	\$ -
	Manufacturer/Model		Flying Cross/ 152R6600		Flying Cross/ 152R66		NO BID	
3	Mens Long Sleeve Dress Shirt	35	\$ 53.00	\$ 1,855.00	\$ 46.50	\$ 1,627.50	\$ -	\$ -
	Manufacturer/Model		Flying Cross/ 45W6600		Flying Cross/ 45W66		NO BID	
4	Ladies Long Sleeve Dress Shirt	2	\$ 53.00	\$ 106.00	\$ 46.50	\$ 93.00	\$ -	\$ -
	Manufacturer/Model		Flying cross/ 102W6600		Flying cross/ 102W66		NO BID	
5	Mens Class-A USN Style Service Dress Uniform Pant	10	\$ 104.00	\$ 1,040.00	\$ 102.80	\$ 1,028.00	\$ -	\$ -
	Manufacturer/Model		Flying Cross/ 28P8696		Flying Cross/ 28P8696		NO BID	
6	Ladies Class-A USN Style Service Dress Uniform Pant	5	\$ 104.00	\$ 520.00	\$ 102.80	\$ 514.00	\$ -	\$ -
	Manufacturer/Model		Flying Cross/4800S		Flying Cross/4800S		NO BID	
7	Mens Class-A USN Style Service Dress Uniform Coat	5	\$ 347.00	\$ 1,735.00	\$ 338.00	\$ 1,690.00	\$ -	\$ -
	Manufacturer/Model		Flying Cross/ 17B8696C		Flying Cross/ 17B8696C		NO BID	
8	Ladies Class-A USN Style Service Dress Uniform Coat	5	\$ 347.00	\$ 1,735.00	\$ 369.00	\$ 1,845.00	\$ -	\$ -
	Manufacturer/Model		Flying Cross/ 4800SDC		Fechheimer/4800SDC		NO BID	

9	Mens Day Uniform Pant	5	\$ 32.00	\$ 160.00	\$ 31.00	\$ 155.00	\$ 36.00	\$ 180.00
	Manufacturer/Model		5.11/ 74461-BLK		5.11/74461		5.11 FAST.TAC URBAN PANT #74461	
10	Men's Day Uniform Dress Pant	5	\$ 44.00	\$ 220.00	\$ 40.00	\$ 200.00	\$ 41.00	\$ 205.00
	Manufacturer/Model		5.11/ 74338-BLACK		5.11/74338		5.11 Tactical #74338	
11	Dress Uniform Tie	10	\$ 5.25	\$ 52.50	\$ 4.60	\$ 46.00	\$ -	\$ -
	Manufacturer/Model		SAMUEL BROOME/ 45135		SAMUEL BROOME/ 45136		NO BID	
12	Dress Hat	10	\$ 68.00	\$ 680.00	\$ 59.00	\$ 590.00	\$ -	\$ -
	Manufacturer/Model		KEYSTONE/R-13 WHT AND BLK		LawPro/HW862		NO BID	
13	Dress Belt	5	\$ 27.50	\$ 137.50	\$ 8.60	\$ 43.00	\$ -	\$ -
	Manufacturer/Model		WILDT LEATHER/ 10-S 10-G		LawPro/LP006		NO BID	
14	Uniform Belt	30	\$ 18.75	\$ 562.50	\$ 17.50	\$ 525.00	\$ 19.00	\$ 570.00
	Manufacturer/Model		5.11/ 59538		5.11/59538		5.11 Alta Belt #59538	
15	Mens Uniform Pant	50	\$ 56.00	\$ 2,800.00	\$ 58.00	\$ 2,900.00	\$ 59.00	\$ 2,950.00
	Manufacturer/Model		5.11/ 74369		5.11/74369		5.11 Stryke #74369	
16	Ladies Uniform Pant	5	\$ 56.00	\$ 280.00	\$ 58.00	\$ 290.00	\$ 59.00	\$ 295.00
	Manufacturer/Model		5.11/ 64386		5.11/64386		5.11 Stryke #64386	
17	Mens Uniform Shorts	30	\$ 53.00	\$ 1,590.00	\$ 54.00	\$ 1,620.00	\$ 52.50	\$ 1,575.00
	Manufacturer/Model		5.11/ 73327		5.11/73327		5.11 Stryke #73327	
18	Laides Uniform Shorts	20	\$ 37.00	\$ 740.00	\$ 37.00	\$ 740.00	\$ 40.00	\$ 800.00
	Manufacturer/Model		5.11/ 63071		5.11/63071		5.11 TacLite Pro #63071	
19	Mens Short Sleeve Uniform Shirt	50	\$ 60.00	\$ 3,000.00	\$ 64.00	\$ 3,200.00	\$ 68.00	\$ 3,400.00
	Manufacturer/Model		5.11/ 71038		5.11/61018		5.11 Stryke-Shirt # 61018	
20	Ladies short Sleeve Uniform Shirt	20	\$ 60.00	\$ 1,200.00	\$ 63.50	\$ 1,270.00	\$ 65.00	\$ 1,300.00
	Manufacturer/Model		5.11/ 61018		5.11/71038		5.11 Stryke #72074	
21	Mens Long Sleeve Uniform Shirt	50	\$ 60.00	\$ 3,000.00	\$ 63.50	\$ 3,175.00	\$ 65.00	\$ 3,250.00
	Manufacturer/Model		5.11/72074		5.11/72074		5.11 Stryke # 72074	
22	Laides Long Sleeve Uniform Shirt	10	\$ 60.00	\$ 600.00	\$ 62.50	\$ 625.00	\$ 65.00	\$ 650.00
	Manufacturer/Model		5.11/ 62010		5.11/ 62010		5.11 Stryke #62010	

23	Mens Softshell Coat	10	\$ 96.00	\$ 960.00	\$ 92.00	\$ 920.00	\$ 85.00	\$ 850.00
	Manufacturer/Model		5.11/ 48099		5.11/48112		5.11 Chamelcon #48099	
24	Mens Softshell Coat Waterproof	20	\$ 200.00	\$ 4,000.00	\$ 194.00	\$ 3,880.00	\$ 180.00	\$ 3,600.00
	Manufacturer/Model		5.11/ 48112		5.11/48112		5.11 Sabre 20 #48112	
25	Fayetteville Fire Department Patch	50	\$ 2.00	\$ 100.00	\$ 4.00	\$ 200.00	\$ 8.00	\$ 400.00
	Manufacturer/Model		PREMIER EMBLEM/ 19146-06		TBD		Premier Emblem #19146.06	
26	Reverse American Flag Patch	50	\$ 0.75	\$ 37.50	\$ 0.99	\$ 49.50	\$ 8.00	\$ 400.00
	Manufacturer/Model		PREMIER EMBLEM/ E1929		PREMIER EMBLEM/ E1932		Premier Emblem #E1929	
27	Name Plate	10	\$ 10.00	\$ 100.00	\$ 9.50	\$ 95.00	\$ -	\$ -
	Manufacturer/Model		BLACKINTON/ JS		BLACKINTON/ JS		NO BID	
28	Badge	20	\$ 54.00	\$ 1,080.00	\$ 74.00	\$ 1,480.00	\$ -	\$ -
	Manufacturer/Model		BLACKINTON/ B538		BLACKINTON/ B538		NO BID	
29	Collar Brass	20	\$ 5.00	\$ 100.00	\$ 3.99	\$ 79.80	\$ -	\$ -
	Manufacturer/Model		BLACKINTON/ JSX- JSX		Blackinton/JSO-J55		NO BID	
30	Hat Badge	10	\$ 18.57	\$ 185.70	\$ 24.00	\$ 240.00	\$ -	\$ -
	Manufacturer/Model		BLACKINTON		Blackinton/A175-J		NO BID	
31	Cap Strap	5	\$ 8.00	\$ 40.00	\$ 10.00	\$ 50.00	\$ -	\$ -
	Manufacturer/Model		PREMIER EMBLEM/PB005/PB006		Bayly/HW143		NO BID	
32	Cap Strap Button	10	\$ 0.75	\$ 7.50	\$ 1.59	\$ 15.90	\$ -	\$ -
	Manufacturer/Model		WATERBURY BUTTON CO/ FD BUTTON GLD/SIL		Waterbury/1-00190-2434		NO BID	
33	Coat Button	15	\$ 0.75	\$ 11.25	\$ 12.00	\$ 180.00	\$ -	\$ -
	Manufacturer/Model		WATERBURY BUTTON CO/ FD-63, 43 BUTTON GLD/SIL		Waterbury/1-00190-36PB		NO BID	
Total Base Bid			\$ 29,307.45		\$ 29,947.70		\$ 20,425.00	

CERTIFIED:



L. McGaugh, Purchasing Agent



Witness



Date

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



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 17-51, Fire Department Uniforms – Class A-B

DEADLINE: Thursday August 24, 2017 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Monday July 31, 2017

INVITATION TO BID

Bid 17-51, Fire Department Uniforms – Class A-B

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

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

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

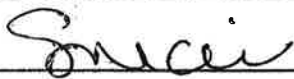
Name of Firm: CRUSE UNIFORMS AND EQUIPMENT, INC

Contact Person: STEPHANIE NICCUM Title: STORE MANAGER

E-Mail: STEPHANIE@CRUSEUNIFORMS.COM Phone: 479-756-8182

Business Address: 1048 S. 48TH ST. SUITE C

City: SPRINGDALE State: ARKANSAS Zip: 72762

Signature:  Date: 8/23/17

City of Fayetteville
Bid 17-51, Fire Department Uniforms – Class A-B
Advertisement

City of Fayetteville, AR
Invitation to Bid
Fire Department Uniform Bids

The City of Fayetteville is accepting bids from uniform and clothing providers to bid on various uniform items.

Bids shall be submitted in sealed envelopes or packages labeled with the bid number and bid description as listed herein. All bids shall be received by Thursday August 24, 2017 before 2:00 PM. All bids shall be delivered to City Hall, Purchasing Division – Room 306, 113 W. Mountain, Fayetteville, Arkansas 72701. A public bid opening will take place in City Hall shortly after the bid deadline.

Uniform Bids:

Bid 17-51, Fire Department Uniforms – Class A-B
Bid 17-52, Fire Department Uniforms – Class C
Bid 17-53, Fire Department Running Shoes
Bid 17-54, Fire Department Duty Boots

Bidding documents shall be obtained by visiting www.fayetteville-ar.gov/bids or from the City of Fayetteville Purchasing Division.

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

The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS
By: Les McGaugh
City Purchasing Agent
Ad Dates: 07/31/17

City of Fayetteville

Bid 17-51, Fire Department Uniforms – Class A-B

Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 45 calendar days from date of received Purchase Order. F.O.B. City of Fayetteville, Central Fire Station, 303 W Center Street, Fayetteville, AR 72701

*Note: All quantities listed are estimates only. The City reserves the right to deviate from quantities listed herein.

ITEM	DESCRIPTION	QTY	PRICE EA	EXTENDED PRICE
1	MENS SHORT SLEEVE DRESS SHIRT MFG/MODEL <u>FLYING CROSS/95R6600</u>	12	\$ <u>48.00</u>	\$ <u>576.00</u>
2	LADIES SHORT SLEEVE DRESS SHIRT MFG/MODEL <u>FLYING CROSS/152R6600</u>	2	\$ <u>48.00</u>	\$ <u>96.00</u>
3	MENS LONG SLEEVE DRESS SHIRT MFG/MODEL <u>FLYING CROSS/45W6600</u>	35	\$ <u>53.00</u>	\$ <u>1855.00</u>
4	LADIES LONG SLEEVE DRESS SHIRT MFG/MODEL <u>FLYING CROSS/102W6600</u>	2	\$ <u>53.00</u>	\$ <u>106.00</u>
5	MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT MFG/MODEL <u>FLYING CROSS/28P8696</u>	10	\$ <u>104.00</u>	\$ <u>1040.00</u>
6	LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT MFG/MODEL <u>FLYING CROSS/4800S</u>	5	\$ <u>104.00</u>	\$ <u>520.00</u>
7	MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT MFG/MODEL <u>FLYING CROSS/17B8696C</u>	5	\$ <u>347.00</u>	\$ <u>1735.00</u>

BID FORM CONTINUES ON NEXT PAGE

Bidder Name: STEPHANIE NICCUM

8	LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT	5	\$ <u>347.00</u>	\$ <u>1735.00</u>
	MFG/MODEL <u>FLYING CROSS/4800SDC</u>			
9	MENS DAY UNIFORM PANT	5	\$ <u>32.00</u>	\$ <u>160.00</u>
	MFG/MODEL <u>5.11/74461-BLK</u>			
10	MENS DAY UNIFORM DRESS PANT	5	\$ <u>44.00</u>	\$ <u>220.00</u>
	MFG/MODEL <u>5.11/74338-BLACK</u>			
11	DRESS UNIFORM TIE	10	\$ <u>5.25</u>	\$ <u>52.50</u>
	MFG/MODEL <u>SAMUEL BROOME/45135</u>			
12	DRESS HAT	10	\$ <u>68.00</u>	\$ <u>680.00</u>
	MFG/MODEL <u>KEYSTONE/R-13 WHT AND BLK</u>			
13	DRESS BELT	5	\$ <u>27.50</u>	\$ <u>137.50</u>
	MFG/MODEL <u>WILDT LEATHER/10-S 10-G</u>			
14	UNIFORM BELT	30	\$ <u>18.75</u>	\$ <u>562.50</u>
	MFG/MODEL <u>5.11/59538</u>			
15	MENS UNIFORM PANT	50	\$ <u>56.00</u>	\$ <u>2800.00</u>
	MFG/MODEL <u>5.11/ 74369</u>			
16	LADIES UNIFORM PANT	5	\$ <u>56.00</u>	\$ <u>280.00</u>
	MFG/MODEL <u>5.11/ 64386</u>			
17	MENS UNIFORM SHORTS	30	\$ <u>53.00</u>	\$ <u>1590.00</u>
	MFG/MODEL <u>5.11/ 73327</u>			

BID FORM CONTINUES ON NEXT PAGE

Bidder Name: STEPHANIE NICCUM

18	LADIES UNIFORM SHORTS MFG/MODEL <u>5.11/ 63071</u>	20	\$ <u>37.00</u>	\$ <u>740.00</u>
19	MENS SHORT SLEEVE UNIFORM SHIRT MFG/MODEL <u>5.11/ 71038</u>	50	\$ <u>60.00</u>	\$ <u>3000.00</u>
20	LADIES SHORT SLEEVE UNIFORM SHIRT MFG/MODEL <u>5.11/ 61018</u>	20	\$ <u>60.00</u>	\$ <u>1200.00</u>
21	MENS LONG SLEEVE UNIFORM SHIRT MFG/MODEL <u>5.11/ 72074</u>	50	\$ <u>60.00</u>	\$ <u>3000.00</u>
22	LADIES LONG SLEEVE UNIFORM SHIRT MFG/MODEL <u>5.11/ 62010</u>	10	\$ <u>60.00</u>	\$ <u>600.00</u>
23	MENS SOFTSHELL COAT MFG/MODEL <u>5.11/ 48099</u>	10	\$ <u>96.00</u>	\$ <u>960.00</u>
24	MENS SOFTSHELL COAT WATERPROOF MFG/MODEL <u>5.11/ 48112</u>	20	\$ <u>200.00</u>	\$ <u>4000.00</u>
25	FAYETTEVILLE FIRE DEPARTMENT PATCH MFG/MODEL <u>PREMIER EMBLEM/19146-06</u>	50	\$ <u>2.00</u>	\$ <u>100.00</u>
26	REVERSE AMERICAN FLAG PATCH MFG/MODEL <u>PREMIER EMBLEM/ E1929</u>	50	\$ <u>75</u>	\$ <u>37.50</u>
27	NAME PLATE MFG/MODEL <u>BLACKINTON/ J5</u>	10	\$ <u>10.00</u>	\$ <u>100.00</u>

BID FORM CONTINUES ON NEXT PAGE

Bidder Name: STEPHANIE NICCUM

28	BADGE	20	\$ 54.00	\$ 1080.00
	MFG/MODEL <u>BLACKINTON/ B538</u>			
29	COLLAR BRASS	20	\$ 5.00	\$ 100.00
	MFG/MODEL <u>BLACKINTON/ J5X-J5X</u>			
30	HAT BAGDE	10	\$ 18.57	\$ 185.70
	MFG/MODEL <u>BLACKINTON</u>			
31	CAP STRAP	5	\$ 8.00	\$ 40.00
	MFG/MODEL <u>PREMIER EMBLEM</u> <u>p8005/p8006</u>			
32	CAP STRAP BUTTON	10	\$.75	\$ 7.50
	MFG/MODEL <u>WATERBURY BUTTON CO</u> <u>FD-BUTTON GLD/SIL</u>			
33	COAT BUTTON	15	\$.75	\$ 11.25
	MFG/MODEL <u>WATERBURY BUTTON CO</u> <u>FD-63/FD-43 GLD/SIL</u>			

TOTAL BASE BID: \$ 34,504.95

Bids shall be submitted on this bid form *in its entirety* AND *accompanied by descriptive literature* on the products being bid. The City intends on awarding this bid to a single vendor.

Bidder Name: STEPHANIE NICCUM

EXECUTION OF BID -

City of Fayetteville, AR

Bid 17-51, Fire Department Uniforms -- Class A-B

Page 6 of 29



DELUXE TROPICAL SHIRTS

65/35 POLY/RAYON

Our Deluxe Tropical shirts combine the sturdiness and wrinkle free benefits of Polyester and Rayon that gets more comfortable after each machine washing. It's still the #1 choice for agencies in America!

STANDARD SHIRT FEATURES:

- Pleated pockets and scalloped flaps with Velcro® closures
 - Full badge sling
 - Supercrease® military-styled creases front and back
 - Optional concealed zipper front may be added
 - Shoulder straps cross stitched symmetrically for neater appearance
- Long and short sleeve styles are available in men's and women's sizes.

WHITE	00	45W66	N	102W66	D	10-10½- oz./Tropical	LS
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WHITE	00	95R66	A	152R66	D	10-10½- oz./Tropical	SS
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USN STYLE MEN'S SERVICE DRESS BLUE PANTS

55% POLY 45% WOOL

The Flying Cross Men's Dress Pants are the top choice of the U.S. Navy for service dress uniforms. Finely crafted of the highest-quality wool, blended with polyester for durability, these pants are perfect for your next official occasion. Reap the benefits of our rigorous attention to detail, including exacting quality standards and all U.S. made components.

- Side pockets
- Freedom Fit waistband provides 2-way stretch for comfort
- Tru-Grip strip helps shirts stay tucked
- Comfortable, soft fabric in a highly professional gabardine weave



USN WOMEN'S SERVICE DRESS BLUE PANTS

55% Poly/45% Wool, Gabardine

Attention to detail shows in our US Navy-style women's dress pants. Finely crafted from a poly-wool blend fabric for durability and all USA-made

- Form flattering fit with front and back waist darts
- Waist darts front and back
- Flared leg
- Non-slip Snug-Tex waistband keeps shirttails tucked in
- Fly-zipper closure at left side with extended-tab two-button closure
- Large watch pocket at right front



MILITARY DRESS STYLE COAT

55% POLY/45% WOOL

The Flying Cross Double Breasted Men's Dress Coat is the top choice of the U.S. Navy for service dress uniforms. Each coat is finely crafted of the highest-quality wool, blended with polyester for durability. For your next official occasion, reap the benefits of our rigorous attention to detail, including exacting quality standards and all U.S. made components.

Men's 11 1/2-12 oz. 55/45 Dacron Polyester/Wool, Gabardine

- Men's 11 1/2-12 oz. 55/45 Dacron Polyester/Wool, Gabardine
- Double breasted
- 6-Gold colored buttons
- Fully lined with peak lapels
- 3 inside cloth reinforced pockets
- Light quilting in upper chest lining
- Optional badge tab may be added
- Classic fit

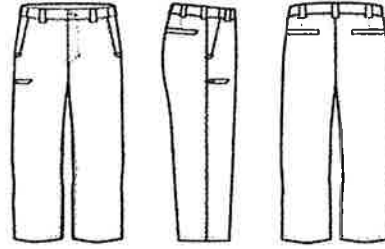


USN STYLE SINGLE BREASTED WOMEN'S SERVICE DRESS BLUE COAT

55% Poly/45% Wool, Gabardine

The Flying Cross Single Breasted Women's Dress Coat is the top choice of the U.S. Navy for service dress uniforms. Each coat is finely crafted of the highest-quality wool, blended with polyester for durability. For your next official occasion, reap the benefits of our rigorous attention to detail, including exacting quality standards and all U.S. made components.

- Single breasted
- 4-button front
- Fully lined with peak lapels
- Form flattering fit with front and back darts
- Upper breast pocket welt (no pocket)
- Optional badge tab may be added
- Zipped sword vent inside pocket



PRODUCT DESCRIPTION: Fast-Tac™ Urban Pant

STYLE NUMBER: 74461, 74461L

FABRIC TYPE: **Main Body:** 4.7 oz, 100% Polyester Woven Ripstop (P/D, non-Branded C6 W/R Finish)
Front hand pocketing/ Back pocketing: 135 gsm Pocketing, 80% Poly/ 20% Cotton
Pocketing & Reinforcement: 100% Nylon 6
 UPF Rating TBD

FEATURES & BENEFITS: C6 water resistant finish
 Flexible, self adjusting, waistband with 7 belt loops
 Total of 5 pockets
 Durable front utility pocket with welt for clipping tools

 Abrasive resistant Nylon 6 for front utility pocket and reinforcement for front hand pocket edges

STITCHING & FINISHING: Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.
 Non-raveling lock stitch top stitching
 Single needle edgestitch top stitching at belt loops and welts
 Double needle top stitching at fly outline, side seam, front rise, back rise, & front hand pockets
 Bar tacked front rise at fly corner, inseam/rise join seam, hand pocket opening ends, welt pocket corners, & belt loops on all corners

CLOSURES: Fly zipper is 5.11 branded, #3 metal YKK® zipper with semi auto slider
 27 ligne Melamine button for center front waistband closure

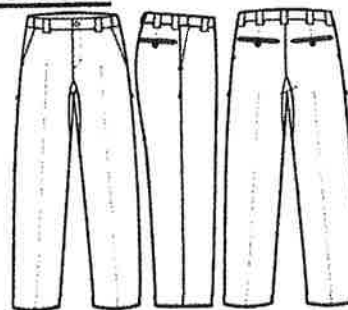
LABELS: 5.11 logo label at wearer's front utility pocket welt
 Main woven and Size/COO labels are sewn at internal center back waistband
 Content, Care, and Factory/PO#/Style#/Dye lot labels are sewn into wearer's left side seam

STOCK SIZES: 74461 (Regular): 28-44 waist (even), 30-36 inseam (even) - 018 Charcoal, 116 Battle Brown, 019 Black, 724 Dark Navy, 055 Khaki
 74461L (Large): 46-54 waist (even), 30-34 inseam (even) - 019 Black, 724 Dark Navy, 055 Khaki

COLORS: 019 Black, 724 Dark Navy, 055 Khaki, 018 Charcoal, 116 Battle Brown

LW {3/7/16}

PRODUCT BID SPEC SPECIFICATION



PRODUCT DESCRIPTION: Men's Twill PDU® Class A Pant

STYLE NUMBER: 74338

FABRIC TYPE: **Main Body:** 65% Polyester 35% Cotton 7.25 oz PDU® Twill with Teflon® finish
Pocketing: 80% Polyester 20% Cotton 4.0 oz. Plain Weave

FEATURES & BENEFITS: Self adjusting tunnel waist for ease of movement.
Silicone internal gripper waistband will help keep your shirt tucked in.
Diamond gusseted crotch for added durability and range of motion.
Permanent military creases for the professional appearance.
Genuine YKK® zippers and PRYM® snaps to help prevent failures.
Machine washable easy care.
Hidden side seam pockets and coin pocket inside wearer's right hand pocket
UPF Rating: 50

STITCHING & FINISHING: Durable 5-7 thread seam construction with 10 stitches per inch.
Non-raveling lock stitch top stitching.
3 thread overlock placed at left and right inside fly, front rise, side seams, inseams, and bottom hem.
Lock stitch seam placed at waistband, back rise, side seam pockets, crotch gusset side seam and inseams.
Single needle topstitch at belt loops, tacked down and up and left fly outline.
Edge stitch at waistband top and bottom, belt loops edges, right fly edge, around fly tab, front and back rise left, around back pocket welts, both edges of back pocket button loops, all pocket facings finish, front pocket bags binding, both crotch gusset edges.
1/4" single needle topstitch at front pocket opening edges.
1/4" gauge double needle stitching at waistband elastic attachments, front pocket bag closures, side seam pocket bags, back pocket bags.
Bartacks at waistband opening, belt loop top corners, bottom of fly, back pocket button loops, front and back crotch gusset points, at left fly upper and top, front pocket bottom openings, and back welt pocket ends.
Triangular bartacks at back welt pocket ends
Key-hole button hole placed at center of fly tab.

CLOSURES: Fly zipper is metallic YKK® zipper with locking slider.
Side seam hidden pocket zipper is a coil YKK® zipper.
Waist snap is metallic PRYM® 5.11 logo snap with extra strong grip.
Buttons on inside french fly, back pockets and a spare placed at wearer's left pocket bag are Aetna Melamine satin finish 4-hole style and are cross tacked.

LABELS: The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the pant

STOCK SIZES: Size chart below

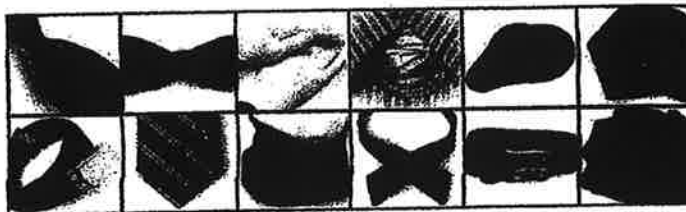
Men's Bottoms

Size	30	31	32	33	34	35	36	38	40	42	44	46	48	50	52	54	56	58	60
Inseam	39.5" LH	39.5" LH	39.5" LH	39.5" LH	39.5" LH	39.5" LH	39.5" LH	39.5" LH	39.5" LH	39.5" LH	39.5" LH	39.5" LH	39.5" LH	39.5" LH	39.5" LH	39.5" LH	39.5" LH	39.5" LH	39.5" LH

COLORS: 750 Midnight Navy, 019 Black, 890 Sheriff Green, 108 Brown

SAMUEL BROOME

UNIFORM ACCESSORIES



Polyester / Wool 3" Necktie with Buttonholes

Style# 45135

3.0" x 57" - Men's Regular

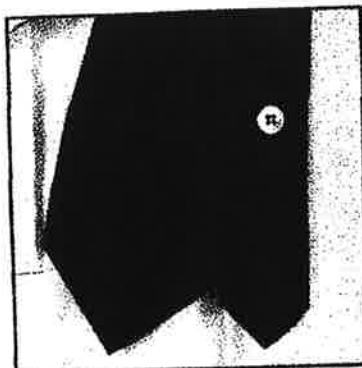
For 61" length see 3.5" necktie with buttonholes

- Polyester / Wool blend - tropical weave
- Packed 12 ties per box

Color Selections:

Taupe 4
Spruce Green 7
Charcoal Grey 18
Powder Blue 20
Dark Navy 61
Bankers Grey 148
Black

Brown 5
Royal Blue 13
Yale Blue 19
Grey 58
French Blue 114
Forestry Green 289



Buttonhole Feature

For a neater and more professional appearance, slide small end of the tie through the loop and button to shirt.

► RECOMMENDATIONS & DESCRIPTIONS

English Bridle: The light weight belts are about 1/8" thick. Ideal weight for Khakis or someone preferring a light belt.

The medium weight belts are identical to the light – just heavier, about 3/16" thick. We strongly recommend the #11 belt. It's been our best seller. In the medium weight the 1 1/2" outsells the 1 3/4".

Harness: This is a heavy weight belt, about 1/4" – 5/16" thick. We've found two types of stores sell this belt: Workwear stores that cater to farmers, loggers, millworkers, etc., and men's fashion stores where workwear is the "in" fashion.

Black Skirting: We make these belts for uniform stores. The #16 Belt is our best seller in this leather. Its light weight makes it suitable to wear under a duty belt. The #15 is a heavy belt, about 1/4" thick. It's ideal for concealed carry customers as the belt won't twist or bend.

► DESCRIPTIONS OF LEATHERS

English Bridle: Bridle leather has some oil and is finished with waxes. The oil helps it stand up to moisture and the wax gives it a nice appearance for dress or casual.

Harness: Harness leather is stuffed with heavy tallow. This is the leather for anyone who subjects a belt to a lot of abuse. The tallow makes it ideal for repeated wet-dry conditions.

Skirting: Skirting leather has the least oil of all the leathers which enables it to take the basketweave. We oil this leather in shop but still recommend occasional conditioning.

► CUTTING A QUALITY BELT

We cut our belts from the butt and middle of the hide and scrap the shoulders. You'll notice how clean our belts are – free of wrinkles and stretch marks. Those are found in the shoulder and neck areas which is what most belt manufacturers use, because of cost, to produce their belts. Put another way, we use the best part of the best hides we can buy. Rarely does a customer object to the price because the quality of the belt is so apparent.

► SPECIAL SERVICES

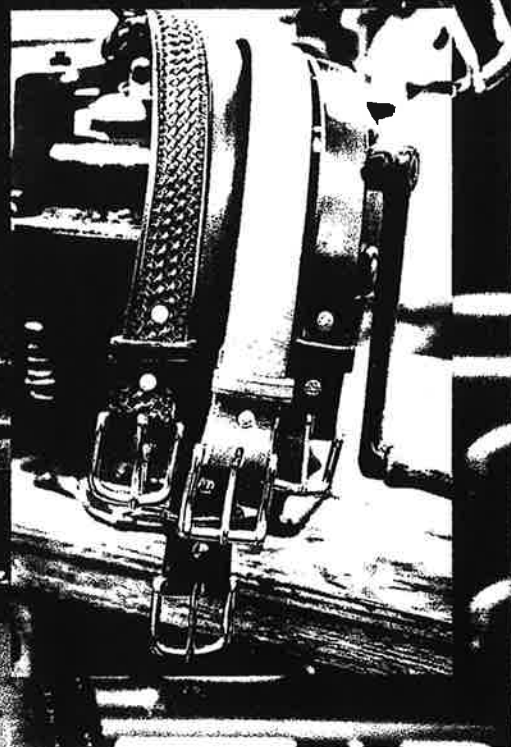
Being a small manufacturer allows us to do specialty runs. We can stamp company logos, install special buckles, etc. Contact us about minimums and set up costs.

► HOW WE STARTED

Jack Wildt started in the shoe repair business in 1972. His son Bryan continued this work and expanded into other leather work in 1993. For the past 15 years we've been making belts for our own retail store. What prompted us to enter into the wholesale business? The success of these belts, the customers who send in friends and co-workers, and the oft-heard comment, "This is the best belt I've ever owned." Fifteen years and about 2,000 belts later, we decided to enter the wholesale market.



*We use the
best part of
the best hides
we can buy.*



PRODUCT BID SPECIFICATION**PRODUCT DESCRIPTION:**

Alta Belt

**STYLE NUMBER:**

59538

DESIGN:

Heavy duty tactical belt

MATERIAL TYPE:

1.75" Nylon Webbing

BUCKLE TYPE:

Parachute grade metal belt buckle with sliding tension bar and triangle D-ring

FEATURES & BENEFITS:

High strength 1.75" wide nylon webbing provides a long service life with little to no elongation or deformation

Webbing is stiff enough to support a holster

Open end of belt is double sealed to resist fraying and maintain appearance.

Webbing can be threaded through the buckle to a wide range of sizes and secured with hook and loop

Molded hook provides superior shear holding strength

Hook and loop secure webbing triangular D-ring keeper

Belt can be quickly converted to a secure tie down or carry strap

Subtle exterior logo treatments

STITCHING & FINISHING:

Bonded Nylon thread; Eight stitches per inch; Single needle lock stitching throughout.

LABELS:

Size/COO label is permanently affixed to the product

STOCK SIZES:

S-4XL

COLORS:

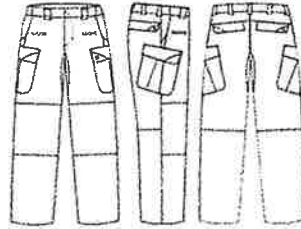
019 Black, 120 Coyote

MO (8/26/16)

PRODUCT BID SPECIFICATION

PRODUCT DESCRIPTION: Flex-Tac® Stryke Pant

STYLE NUMBER: 74369, 74369L, 74369TAA



FABRIC TYPE: **Main Body:** Flex-Tac™ Mechanical Stretch Ripstop 6.76 oz
65% Polyester, 35% Cotton with Teflon® finish
Pocketing: 80% Polyester 20% Cotton 4.8 oz. Plain Weave
Garment Wash: Rinse washed for shrinkage control and pleasant hand feel

FEATURES & BENEFITS: Teflon® treated for spill and stain resistance
Self adjusting tunnel waist with 7 belt loops
Front Pocket openings have self fabric facings and reinforcement fabric on knife clipping area and are firmly bar tacked on both ends
Pocket bags are extra deep, finished clean inside the pant and double stitched for heavy duty
Knife/cell phone pocket bags are made of extra durable reinforcement fabric
Patented Cargo pockets have pleats at center and large flaps with hook & loop
Back Pockets are formed of self fabric with hook & loop secure flap closures
Badge Holders on front belt loops
Gusseted crotch
Double knee with knee pad access inside (order separately)
Articulated knees
UPF Rating: 50

STITCHING & FINISHING: Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.
Non-raveling lock stitch top stitching.
Double needle top stitching at side seams, seat seam, front rise, fly outline, hand pocket openings, knee patches, cargo pockets and all pocket flaps
Bar tacked crotch point, belt loops, cargo pocket and flaps and back pocket openings.
Box stitched hook & loop pieces

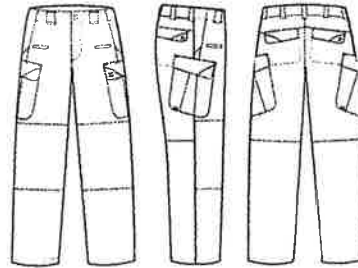
CLOSURES: Fly zipper is metallic YKK® zipper with locking slider.
Waist snap is metallic PRYM® 5.11 logo snap with extra strong grip.
Inside fly button is a 4 hole Melamine buttons that won't melt, burn, or crack. It is cross tacked.

LABELS: Scope embroidery and 5.11 Strip label on outside. The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the inside of the pants.

STOCK SIZES: 28-44 waist, even inseams 30-36
46-54, unhemmed

COLORS: 018 Charcoal, 116 Battle Brown, 192 Tundra, 092 Storm, 055 Khaki
190 TDU Green, 019 Black, 724 Dark Navy, 120 Coyote, 070 Stone

4.24.15 EG

PRODUCT BID SPEC SPECIFICATION

PRODUCT DESCRIPTION: Women's Stryke Pant

STYLE NUMBER: 64386

FABRIC TYPE: **Main Body:** Flex-Tac™ Mechanical Stretch Ripstop 6.76 oz
65% Polyester, 35% Cotton with Teflon® finish
Pocketing: 80% Polyester 20% Cotton 4.0 oz. Plain Weave
Garment Wash: Rinse washed for shrinkage control and pleasant hand feel

FEATURES & BENEFITS: Teflon® treated for spill and stain resistance
Comfort waist with 7 belt loops
Front Pocket openings have self fabric facings and reinforcement fabric on knife clipping area and are firmly bar tacked on both ends

Knife/cell-phone pocket bags & inside cargo pocket divider are made of reinforcement fabric
Pocket bags are extra deep, finished clean inside the pant and double stitched for heavy duty use

Patented Cargo pockets have bellows at center and large flaps with hook & loop closure

Back Pockets are formed of self fabric with hook & loop secure flap closures

Badge Holders on front belt loops

Double knee with knee pad access inside (order separately)

Articulated knees

Gusseted Crotch

UPF Rating: 50

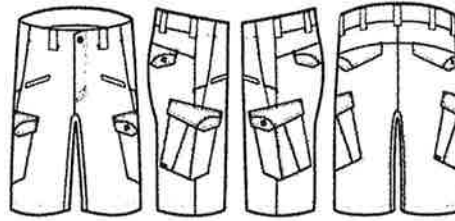
STITCHING & FINISHING: Seams are durable with 10 stitches per inch and extra heavy 5-thread construction.
Non-raveling lock stitch top stitching.
Double needle top stitching at side seams, seat seam, front rise, fly outline, hand pocket openings, knee patches, cargo pockets and all pocket flaps
Bar tacked crotch point, belt loops on all corners,
Cross bar tacked cargo pocket flaps and back pocket openings
Box stitched hook & loop pieces

CLOSURES: Fly zipper is metallic YKK® zipper with locking slider.
Waist snap is metallic PRYM® 5.11 logo snap with extra strong grip.
Inside fly button is a 4 hole Melamine buttons that won't melt, burn, or crack. It is cross tacked.

LABELS: Scope embroidery and 5.11 Strip label on outside. The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the inside of the pants.

STOCK SIZES: 0-20 Even, Inseams (Regular, Long)

COLORS: 019 Black, 724 Dark Navy, 055 Khaki, 092 Storm, 190 TDU Green, 192 Tundra

PRODUCT BID SPEC SPECIFICATION**PRODUCT DESCRIPTION:** Men's Stryke Short**STYLE NUMBER:** 73327

FABRIC TYPE: **Main Body:** Flex-Tac™ Mechanical Stretch Ripstop 6.76 oz
 65% Polyester, 35% Cotton with Teflon® finish
Pocketing: 80% Polyester 20% Cotton 4.8 oz. Plain Weave
Garment Wash: Rinse washed for shrinkage control and pleasant hand feel

FEATURES & BENEFITS: Teflon® treated for spill and stain resistance
 Front Pocket openings have self fabric facings and reinforcement fabric on knife clipping area and are firmly bar tacked on both ends
 use
 Knife/cell phone pocket bags are made of extra durable reinforcement fabric
 Cargo pockets have bellows at center and large flaps with hook & loop closure
 Back Pockets are formed of self fabric with hook & loop secure flap closures
 Gusseted crotch
 UPF Rating: 50

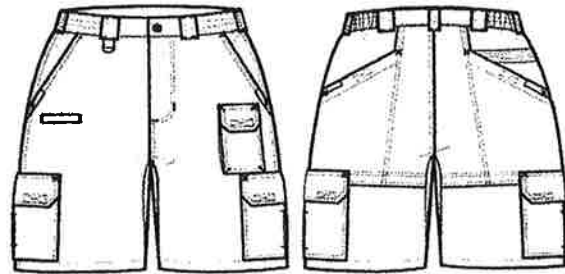
STITCHING & FINISHING: **Seams** are durable with 10 stitches per inch and extra heavy 5-thread construction.
Non-raveling lock stitch top stitching.
Double needle top stitching at side seams, seat seam, front rise, fly outline, hand pocket openings, cargo pockets and all pocket flaps
Bar tacked crotch point, belt loops on all corners, cargo pocket flaps and back pocket openings

CLOSURES: Fly zipper is metallic YKK® zipper with locking slider.
 Waist snap is metallic PRYM® 5.11 logo snap with extra strong grip.
 Inside fly button is a 4 hole Melamine buttons that won't melt, burn, or crack. It is cross tacked.

LABELS: Scope embroideies at wearer's left cargo pocket flap and wearer's back right pocket flap, 5.11 Strip label on wearer's right bottom cargo pocket. The woven logo label, care label, size label, country of origin label and fiber content label are permanently attached to the inside of the pants.

STOCK SIZES: 28-44 w/ 31, 33, 35 waist
 11" Inseam

COLORS: 192 Tundra, 019 Black, 055 Khaki, 190 TDU Green, 724 Dark Navy, 116 Battle Brown, 092 Storm

PRODUCT BID SPEC SPECIFICATION**PRODUCT DESCRIPTION:** Women's TacLite® Pro Short**STYLE NUMBER:** 63071

FABRIC TYPE: **Main Body:** 65% Polyester 35% Cotton TDU® Ripstop
 6.14 oz with Teflon® finish
Pocketing: 80% Polyester 20% Cotton plain weave

FEATURES & BENEFITS: Lightweight version of the authentic 5.11 Tactical Short
 Fade and wrinkle-resistant, tough, lightweight, breathable
 Teflon® treated for spill and stain resistance
 Flat front with action waist and a gusseted crotch for enhanced movement
 7 belt loops with a D-ring below the front right belt loop
 Deep front pockets with extra reinforcement on knife clipping area.
 Bellowed cargo pockets with flaps
 Knife and Cell phone pockets lined with extra durable Cordura Nylon
 Wearer's right welt knife pocket accommodates the iPhone
 Double seat with large back pockets
 Patented rear strap and slash pockets
 48 bar tacks in high-stress areas
 9" inseam
 UPF Rating: 50

STITCHING & FINISHING: **Seams** are durable with 10 stitches per inch and extra heavy 5-thread construction.
Top Stitching is non-raveling lock stitching.
Double needle top stitching on side seams, seat seams, front rise, fly out line, hand pocket openings, all pockets and pocket flaps and knee patches
Bartacks at crotch point, all belt loop corners, all pocket openings and flaps are cross bar tacked.
Box stitching on all Hook and Loop pieces
Clean finished pocket bags inside the pant, double stitched for heavy duty

CLOSURES: **Zipper** - Fly zipper is metallic YKK® zipper with auto lock slider.
Snap - Waist snap is metallic PRYM® snaps with extra strong grip.
Button - Fly has a back-up button for extra security. It is cross tacked
Hook and Loop closure on cargo pockets, cell phone pocket and back pockets

LABELS: Tactical® Strip label on wearer's right cargo pocket. The woven main label, care label, size label, country of origin label and fiber content label are permanently attached to the inside of the pant

STOCK SIZES: 2-20, even sizes

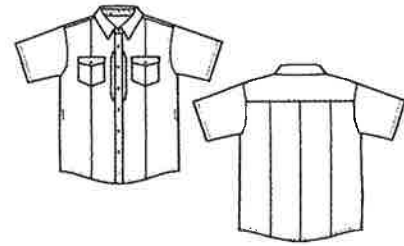
COLORS: 019 Black, 162 TDU Khaki, 724 Dark Navy



BID PRODUCT SPECIFICATION

PRODUCT DESCRIPTION: Men's Stryke PDU® Short Sleeve Shirt - Class B

STYLE NUMBER: 71038



FABRIC TYPE: 78% polyester, 22% cotton, 4.8 oz Flex-Tac® mechanical stretch ripstop with Teflon® finish

FEATURES & BENEFITS:

- Dual chest patch pockets with pen slots
- Hidden zip front closure
- Mic openings at both side seams
- Document pockets on both sides
- Badge tab, epaulettes, camera/radio loop, and name badge protector sewing kit

STITCHING & FINISHING:

- Lockstitch for main construction
- Single Needle overedge lock stitch for arm holes, and side seams
- Bartacks in all stress areas

CLOSURES:

- #3 coil YKK® zipper at center front placket
- Melamine buttons at collar, center front placket, pockets, and epaulette kit
- Hook and loop pocket closures

LABELS:

- Size/country of origin label at center back neck
- Content/care label at lower side seam

STOCK SIZES: S-6XL (Short, Regular, Tall)

COLORS: 019 Black, 750 Midnight Navy

(6/16/15 KF)



BID PRODUCT SPECIFICATION

PRODUCT DESCRIPTION: Women's Stryke PDU® Short Sleeve Shirt - Class B

STYLE NUMBER: 61018



FABRIC TYPE: 78% polyester, 22% cotton, 4.8 oz Flex-Tac® mechanical stretch ripstop with Teflon® finish

FEATURES & BENEFITS:

- Dual chest patch pockets with pen slots
- Hidden zip front closure
- Mic openings at both side seams
- Document pockets on both sides
- Badge tab, epaulettes, camera/radio loop, and name badge protector sewing kit

STITCHING & FINISHING:

- Lockstitch for main construction
- Single Needle overedge lock stitch for arm holes, and side seams
- Bartacks in all stress areas

CLOSURES:

- #3 coil YKK® zipper at center front placket
- Melamine buttons at collar, center front placket, pockets, and epaulette kit
- Hook and loop pocket closures

LABELS:

- Size/country of origin label at center back neck
- Content/care label at lower side seam

STOCK SIZES: S-6XL (Short, Regular, Tall)

COLORS: 019 Black, 750 Midnight Navy

(6/16/15 KF)

BID PRODUCT SPECIFICATION

PRODUCT DESCRIPTION: Men's Stryke PDU® Long Sleeve Shirt - B Class

STYLE NUMBER: 72074



FABRIC TYPE: 78% polyester, 22% cotton, 4.8 oz Flex-Tac® mechanical stretch ripstop with Teflon® finish

FEATURES & BENEFITS:

- Dual chest patch pockets with pen slots
- Hidden zip front closure
- Mic openings at both side seams
- Document pockets on both sides
- Badge tab, epaulettes, camera/radio loop, and name badge protector sewing kit

STITCHING & FINISHING:

- Lockstitch for main construction
- Single Needle overedge lock stitch for arm holes, and side seams
- Bartacks in all stress areas

CLOSURES:

- #3 coil YKK® zipper at center front placket
- Melamine buttons at collar, center front placket, pockets, sleeves, and epaulette kit
- Hook and loop pocket closures

LABELS:

- Size/country of origin label at center back neck
- Content/care label at lower side seam

STOCK SIZES: S-6XL (Short, Regular, Tall)

COLORS: 019 Black, 750 Midnight Navy

(6/16/15 KF)



BID PRODUCT SPECIFICATION

PRODUCT DESCRIPTION: Women's Stryke PDU® Long Sleeve Shirt - Class B

STYLE NUMBER: 62010



FABRIC TYPE: 78% polyester, 22% cotton, 4.8 oz Flex-Tac® mechanical stretch ripstop with Teflon® finish

FEATURES & BENEFITS:

- Dual chest patch pockets with pen slots
- Hidden zip front closure
- Mic openings at both side seams
- Document pockets on both sides
- Badge tab, epaulettes, camera/radio loop, and name badge protector sewing kit

STITCHING & FINISHING:

- Lockstitch for main construction
- Single Needle overedge lock stitch for arm holes, and side seams
- Bartacks in all stress areas

CLOSURES:

- #3 coil YKK® zipper at center front placket
- Melamine buttons at collar, center front placket, pockets, sleeves, and epaulette kit
- Hook and loop pocket closures

LABELS:

- Size/country of origin label at center back neck
- Content/care label at lower side seam

STOCK SIZES: S-6XL (Short, Regular, Tall)

COLORS: 019 Black, 750 Midnight Navy

(6/16/15 KF)

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PRODUCT BID SPECIFICATION



PRODUCT DESCRIPTION: Chameleon Softshell Jacket

STYLE NUMBER: 48099

FABRIC TYPE: Main body & Chin Guard: 100% Polyester Bonded Softshell
Lining: 100% Polyester mesh
Splash guard on lower lining: 100% Nylon Taffeta
Pocket lining: 100% Polyester brushed mesh tricot
Pull-out panels: 100% 600 Denier Hammerhead Polyester

FEATURES & BENEFITS: Main body uses wind and water repellant bonded fleece softshell fabric with mechanical stretch. Mesh lining offers enhanced breathability while remaining warm and comfortable. Brushed tricot used for pocket lining for warmth. Pull-out removable ID panels using durable and sturdy hammerhead polyester fabric to withstand embellishments. Gorilla Grip tape applied around the left sleeve pocket. Elasticized cuffs have hook & loop adjustment tabs. Chin guard protects from abrasion. Molded ergonomic zipper puller with 5.11 Logo and cording on center front zipper. Drop tail design with contemporary fit. Key clip located inside left handwarmer pocket. Three compartment pocket located inside left chest. 5.11 Scope logo printed tape used inside back neck as hanger loop and at top edge of inside pocket. YKK® zippers used for all zippered closures.

STITCHING & FINISHING: Decorative stitching: Chest pocket flange, Back yoke flange
Stitch in the ditch: Collar top edge guard
Single needle stitching: Sleeve cuff facings, lower hemline, and hemline facing
Edge stitch: CF zipper, shoulder seams, armholes, chest pocket flanges, chest pocket flange zippers, lower hand warmer pockets, sleeve seams, sleeve cuff facings, sleeve cuff tabs, lower hemline facings, lower hem join seams, back yoke flange.
Shadow stitch: Lower hand warmer pockets
Horizontal Bartacks: Lower hand pockets
Vertical Bartacks: Collar top edge, chin guard, cf zipper top and bottom

LABELS: Jackets has a Main label, care label, size/coo label, fiber content label and factory label permanently attached to the garment.

CLOSURES: YKK® #5 Vislon 2way separating zipper, DALH slider for right hand/left insert construction at center front
YKK® Coil, reversed closed bottom, non lock, DFBW1 slider with enamel finish at chest and back pullout pockets, sleeve pocket, hand pockets
Hook & loop closure at cuff tabs and lining pocket

STOCK SIZES: XS-3XL

COLORS: 033 Granite/Black, 131 Flat Dark Earth/Military Brown, 191 Moss/Black, 019 Black, 724 Dark Navy

3/29/16 TC

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FRM 7317 B



PRODUCT BID SPEC SPECIFICATION

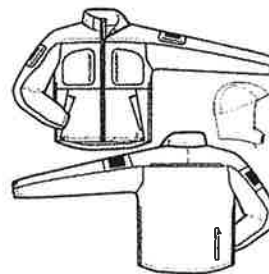
PRODUCT DESCRIPTION: Sabre Jacket 2.0

STYLE NUMBER: 48112

FABRIC TYPE: Micro-soft shell: (outer) 96% Polyester 4% Spandex

Body Lining: 100% Nylon Taffeta

Pockets and Chin Guard: Polyester Brushed Tricot



FEATURES & BENEFITS: Laminated, 3-layer micro-polyester shell that is lightweight, durable, windproof, waterproof and breathable.

Welded seams and watertight YKK zippers (with zipper garages)

A removable hood zips on the collar and can be stowed in the rear pocket

Quixip side seam zipper system for quick access to belt and added ventilation

Concealed ID panels on the front and back of the jacket can be imprinted or removed

A total of 7 external pockets make it easy to stow extra small gear.

The jacket shall incorporate eleven (11) pockets as described below:

There are two (2) specially design cuff closures that can be used as thumb loops.

There is a removable hood, and three removable ID panels hidden in pockets.

POCKET DESIGN:

Two interior chest pockets: one with zipper closure, one with hook and loop closure

Two lower front hand pockets are angled, covered, reversed welt to shed water

Two vertical sleeve pockets with waterproof zipper closures

Two vertical chest pockets

There is one pull-out panel pocket at upper back

Removable pull-out badge holders are inside 2 zippered horizontal chest pockets

One vertical welt zipper pocket for stowing hood.

HOOD DESIGN:

The hood is an adjustable, removable hood

It is three piece construction for improved shape to head

It has a drawcord back adjustment, with draw cord hood and opening adjustment secured to head with an enhance peripheral vision

The hood as a integral visor that attaches to the jacket with YKK zipper

UPF Rating: 50

STITCHING & FINISHING: Fully Seam sealed construction. Waterproof zippered pockets. Welded Seams and Zipper garages. Fully lined shell body, bar tacked reinforced pocket opening and zipper ends, and hand warmer pocket bags.

CLOSURES: YKK Zipper – Jacket zippers include five (5) water proof zippers: one (1) center front, two (2) vertical chest, and two (2) sleeve, each constructed with a slider "garage". Two (2) coil side zippers to accommodate a holster and provide underarm ventilation. Coil zippers on internal pocket, ID Panel Pockets, front hand pockets, hood attachment and hood stowe pocket. PRYM Snap – Plastic Cap Snaps two (2) on cuff tab/thumbloop closure.

LABELS: Main Label, Size/COO Label, Care Label, Content Label and Factory Label permanently attached to the garment.

STOCK SIZES: XS-4XL

COLORS: Black 019, Dark Navy 724, Coyote 120, 191 Moss

DB 04/24/15

CF 4/24/15

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FRM 7317 B

PREMIER EMBLEM & INSIGNIA

**2111 WEST AVENUE
SAN ANTONIO, TEXAS 78201
PHONE 800-823-4774 FAX 800-631-2774**

APRE19146-06 FAYETTEVILLE FIRE DEPARTMENT ARK

Size 4.5" tall x 4" wide

Twill background with 85% embroidery coverage

Plastic backing

Twill – navy vat dyed polyester – A334

red thread - TL701

white thread - TL800

gold thread – TL546

navy thread – TL335

Border – gold TL546



Blackinton®



Dimensions: 2 1/4" (W) x 1/2" (H)

J5

Description

Quality engraved name bar that is sold as shown with up to 24 characters per line (2 line max) or you can have an 11/16" or 1/2" seal applied to it with up to 20 characters per line.

Shipping Information

This product will ship within 5-7 business days.

Notes

This name bar is available with clutch back, safety catch, or magnetic attachment. This product can be found in our **Law Enforcement** catalog on **page 69** and our **Fire - Rescue** catalog on **page 33..**

Blackinton[®]



Dimensions: 1 3/4" (W) x 3" (H)

B538 Badge with Eagle and Circular Panel

Description

One of our most popular badge styles, this badge has four spacious areas for lettering plus eye-catching detailing!

Notes

This badge is available under the QuickShip program if ordered in Nickel, Rhodium, or Gold Plate with a standard seal, and regular enamel. Under Quickship orders can't be combined to ship complete.

Badges ship when they are ready. This product can be found in our **Law Enforcement** catalog on **page 2** and our **Fire - Rescue** catalog on **page 2**..

- Width 1 3/4"
- Height 3"
- DAP FLAT
- Applied Panel Badge No
- Lettering Panels 4
- Construction SHELL
- Reverse Enamel No
- Minimum Seal Size 15/16"
- Maximum Seal Size 1 1/16"
- Default Seal Size 15/16"

Blackinton®



J50

This exquisite single bugle lapel pin.

Width : 5/16"
Height : 13/16"



J51

This exquisite lapel pin featuring two bugles side by side.

Width : 11/16"
Height : 13/16"



J53

This exquisite lapel pin features three crossed bugles.

Width : 7/8"
Height : 7/8"



J54

This exquisite lapel pin features four crossed bugles.

Width: 15/16"
Height: 13/16"



J55

This exquisite lapel pin features five crossed bugles.

Width : 7/8"
Height : 7/8"

Blackinton



A2327

This robust cap badge features a detailed scramble of a helmet, vertical ladder, horn and hook.

Diameter: 1 5/8"



A2912

This gleaming cap badge features a finely-detailed vertical horn, a shining sunburst background and a rugged rope-style rim!

Diameter : 1 9/16"



A175

This historical item features two vertical horns with a round sunburst background.

Diameter: 1 1/2"



A2910

This gleaming cap badge features three finely-detailed crossed horns, a shining sunburst background and a rugged rope-style rim.

Diameter : 1 9/16"



A1962

This gleaming cap badges four crossed horns with a round sunburst background.

Diameter : 1 9/16"

Blackinton[®]



A2811

This gleaming cap badge for a Chief features five crossed horns with a round sunburst background.

Diameter : 1 9/16"

consideration.

*NAME OF FIRM: CRUSE UNIFORMS AND EQUIPMENT, INC

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name CRUSE UNIFORMS AND EQUIPMENT, INC

*BUSINESS ADDRESS: 1048 S. 48TH ST. SUITE C

*CITY: SPRINGDALE

*STATE: ARKANSAS

*ZIP: 72762

*PHONE: 479-756-8182

FAX: 479-756-1225

*E-MAIL: STEPHANIE@CRUSEUNIFORMS.COM

*BY: (PRINTED NAME) STEPHANIE NICCUM

*AUTHORIZED SIGNATURE: 

*TITLE: STORE MANAGER

*DUNS NUMBER: 160910605

CAGE NUMBER: _____

*TAX ID NUMBER: 58-231375

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville

Bid 17-51, Fire Department Uniforms – Class A-B

General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have adequate experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. **COSTS INCURRED BY BIDDERS:**

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

6. **CONFLICT OF INTEREST:**

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. **WITHDRAWAL OF PROPOSAL:**

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

8. **LATE PROPOSAL OR MODIFICATIONS:**

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICTON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon

the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

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

to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. *Sales tax shall not be included in the bid price.* Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.
27. **ATTACHMENTS TO BID DOCUMENTS:** N/A

City of Fayetteville

Bid 17-51, Fire Department Uniforms – Class A-B

Technical Specifications: Fire Department Uniforms – Class A-B

BIDDING REQUIREMENTS:

- When given a specification option with a blank (example a. _____), bidder shall write a "check mark" or write "yes" indication yes if the accompanies specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "NO" or leaving the item blank and writing on the City's bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

GENERAL:

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums unless otherwise noted.
- 1.3 All quantities noted in the bid tab are estimated annual quantities and the City reserves the right to order additional quantities as needed as long as bid pricing remains firm from the awarded bidder.
- 1.4 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall NOT include sales tax. Sales tax will apply upon invoicing but will not be considered for bid evaluation.
- 1.5 Orders for Class-A uniforms shall be received by the City of Fayetteville within **60 calendar days** of notice of order placed by the City to the awarded vendor. Orders for uniforms that require tailoring or other manufacturing shall be received by the City of Fayetteville within **28 calendar days** of notice of order placed by the City to the awarded vendor. All other orders shall be received by the City of Fayetteville within **14 calendar days** of notice of order placed by the City to the awarded vendor.
- 1.6 The City reserves the right to request samples to determine that they meet specifications. In the event a sample is requested, bidder shall ship sample to City immediately and sample shall be received within three (3) business days. Additional consideration will be given by the City in cases where the sample is coming from a third party, such as manufacturer.
- 1.7 Any exception taken to these specifications and bid documents shall be noted and clearly identified on these documents provided by the City. Bidders shall note the difference next to the related specification when applicable. The City reserves the right to accept or reject exceptions to specifications.
- 1.8 Bidders, if not the manufacturer, shall be a current authorized dealer of any item bid and have jurisdiction to sell to the territory covering area bid.
- 1.9 The Bidder shall be made available to the City to measure employees to assure proper sizing of

uniforms.

- 1.10 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 1.11 Any additional cost for larger sizes shall be noted on bid form. If cost is not noted, the price shall remain the same for all sizes.
- 1.12 Final location of all patches shall be approved by the Fayetteville Fire Department prior to installation of patch.
- 1.13 This bid shall be valid for one (1) year, beginning with the date approved by the Fayetteville City Council or date of Purchase Order, whichever is earlier. This bid may be renewed for an additional four (4) one year terms for a total possible contract time of five (5) years.
- 1.14 Patches shall be ordered and stocked by the vendor. The Fayetteville Fire Department patch shall be sewn to the left sleeve and the American flag to the right. Patches shall be sewn to all shirts and Class-A coats. They shall be 1-1/2" from the top of the sleeve at the shoulder and centered on the sleeve using the center of the shoulder, as the garment is intended to ride on the wearer, for a reference.
- 1.15 All sewing and tailoring of the garments shall be provided by the vendor and will be inclusive of the bid price.
- 1.16 The vendor shall offer tailoring services for future alterations to previously purchased garments.

1. ITEM 1 –MENS SHORT SLEEVE DRESS SHIRT

1.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 95R66 or equal
- c. ☒ White
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- g. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large, and XXX-Large
- h. ☒ 5 silicone military creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- i. ☒ Pleated pockets and scalloped flaps
- j. ☒ Hidden pencil compartment inside left breast pocket
- k. ☒ Interior badge reinforced sewn eyelets
- l. ☒ Full badge sling
- m. ☒ Conventional collar with permanent stays
- n. ☒ Fabric shall contain MCS to channel moisture
- o. ☒ 7 button placket front
- p. ☒ Patches shall be attached 1 ½ inches below shoulder seam on each sleeve

2. ITEM 2 –LADIES SHORT SLEEVE DRESS SHIRT

2.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 152R66 or equal
- c. ☒ White
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- g. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large
- h. ☒ 5 silicone military creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- i. ☒ Pleated pockets and scalloped flaps
- j. ☒ Hidden pencil compartment inside left breast pocket
- k. ☒ Interior badge reinforced sewn eyelets
- l. ☒ Full badge sling
- m. ☒ Conventional collar with permanent stays
- n. ☒ Fabric shall contain MCS to channel moisture
- o. ☒ 7 button placket front
- p. ☒ Patches shall be attached 1 ½ inches below shoulder seam on each sleeve

3. ITEM 3 – MENS LONG SLEEVE DRESS SHIRT

3.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 45W66 or equal
- c. ☒ White
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- g. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large, and XXX-Large
- h. ☒ 5 silicone creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- i. ☒ Pleated pockets and scalloped flaps
- j. ☒ Hidden pencil compartment inside left breast pocket
- k. ☒ Interior badge reinforced sewn eyelets
- l. ☒ Full badge sling
- m. ☒ Conventional collar with permanent stays
- n. ☒ Fabric shall contain MCS to channel moisture
- o. ☒ 7 button placket front
- p. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve

4. ITEM 4 – LADIES LONG SLEEVE DRESS SHIRT

4.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 102W66 or equal
- c. ☒ Available in both Male and Female styles
- d. ☒ White
- e. ☒ Machine washable
- f. ☒ Wrinkle resistant
- g. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- h. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large
- i. ☒ 5 silicone creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- j. ☒ Pleated pockets and scalloped flaps
- k. ☒ Hidden pencil compartment inside left breast pocket
- l. ☒ Interior badge reinforced sewn eyelets
- m. ☒ Full badge sling
- n. ☒ Conventional collar with permanent stays
- o. ☒ Fabric shall contain MCS to channel moisture
- p. ☒ 7 button placket front
- q. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve

5. ITEM 5 – MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT

5.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Freedom Fit waistband
- c. ☒ Flying Cross Model #28P8696 or equal
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Available in varying lengths and sizes
- g. ☒ Dark Navy Blue
- h. ☒ Tru-Grip strip
- i. ☒ 55% Polyester/45% High Quality Wool
- j. ☒ Side Pockets
- k. ☒ Two (2) hip pockets

6. ITEM 6 – LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT

6.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Flying Cross Model #4800S or equal
- c. ☒ Navy Blue
- d. ☒ Waist darts front and back
- e. ☒ Flared leg
- f. ☒ Non-slip Snug-Tex or equal waistband to keep shirts tucked in
- g. ☒ Fly-zipper closure at left side with extended-tab two-button closure
- h. ☒ Large watch pocket at right front
- i. ☒ 55% Polyester/45% Wool, Gabardine

- j. ☒ Shall be available in various sizes and lengths

7. ITEM 7 – MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT

7.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Flying Cross Model #17B8696C or equal
- c. ☒ Double Breasted
- d. ☒ Six (6) colored buttons – choice of gold or silver
- e. ☒ Fully lined with peak lapels
- f. ☒ Two (2) lower welt pockets plus an upper breast pocket welt
- g. ☒ Cloth reinforced pockets
- h. ☒ Light quilting in upper chest lining
- i. ☒ Classic Fit
- j. ☒ Dark Navy Blue
- k. ☒ Available in varying lengths and sizes
- l. ☒ 55% Polyester/ 45% Wool Gabardine Weave
- m. ☒ Full Rayon lining shall be manufacturer's standard lining
- n. ☒ Badge tap on left chest
- o. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

8. ITEM 8 – LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT

8.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Flying Cross Model# 4800SDC ore equal
- c. ☒ Dark Navy
- d. ☒ 55% Polyester/45% Wool, Gabardine
- e. ☒ Single breasted
- f. ☒ 4- button front – choice of gold or silver
- g. ☒ Fully lined with peak lapels
- h. ☒ Full Rayon Lining shall be manufacture's standard lining
- i. ☒ Front and back darts
- j. ☒ Upper breast pocket welt
- k. ☒ Badge tab on left chest
- l. ☒ Zipped vent inside pocket
- m. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

9. ITEM 9 – MENS DAY UNIFORM PANT

9.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Fast-Tac™ Urban Pant Part Number 74461 or Equal

- c. ☒ Black
- d. ☒ Size: Waist: 28 – 54; Lengths: 30 – 36
- e. ☒ Lightweight 4.7 oz. 100% polyester Fast-Tac™ fabric
- f. ☒ Bartacking at fly corner
- g. ☒ YKK® Zippers
- h. ☒ 27 ligne Melamine button for center front closure
- i. ☒ Durable work pant with sleek design
- j. ☒ Water resistant finish
- k. ☒ 5 pockets
- l. ☒ Reinforced front utility pocket edges
- m. ☒ Flexible, self-adjusting waistband with 7 loops

10. ITEM 10 – MENS DAY UNIFORM DRESS PANT

10.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 511 Tactical Model # 74338 or equal
- c. ☒ Black
- d. ☒ 65% Polyester/35% Cotton PDU Twill or equal with Teflon finish
- e. ☒ Self-adjusting tunnel waist
- f. ☒ Silicone internal gripper waistband
- g. ☒ Diamond gusseted crotch
- h. ☒ Permanent military creases
- i. ☒ YKK Zippers and PRYM snaps or equal
- j. ☒ Machine washable
- k. ☒ Wrinkle Resistant
- l. ☒ Hidden side seam pockets
- m. ☒ Bar tacks at waistband opening and pocket ends
- n. ☒ Two (2) button pockets on back
- o. ☒ Available in various sizes and lengths

11. ITEM 11 – DRESS UNIFORM TIE

11.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ Broome Style 45135 or equal
- c. ☒ 3.0" x 57" and 3.0" x 61"
- d. ☒ Polyester/Wool blend with tropical weave
- e. ☒ 3 buttonholes to attach tie to shirt
- f. ☒ Black

12. ITEM 12 – DRESS HAT

12.1 DESIGN/CONSTRUCTION

- a. ☒ All materials shall be new and without flaws that affect appearance, durability, and function
- b. ☒ Keystone Uniform Cap or equal
- c. ☒ Serge round top style
- d. ☒ Band with Fire Department button available in Gold or Silver
- e. ☒ Available in both Dark Navy and White

13. ITEM 13 – DRESS BELT

13.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ Premier Emblem Model# PL-1511U or equal
- c. ☒ Superior leather quality uniform style belt
- d. ☒ Smooth finish
- e. ☒ Black leather
- f. ☒ 1 ½ inch width
- g. ☒ Available in silver or gold buckle
- h. ☒ Available in various sizes

14. ITEM 14 – UNIFORM BELT

14.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 ALTA Belt Part Number 59538 or equal
- c. ☒ Black
- d. ☒ Sizes: Small – XXXX-Large
- e. ☒ Parachute grade metal buckle with sliding tension bar
- f. ☒ Quickly converts to a tie-down or carry strap
- g. ☒ Triangle D-Ring
- h. ☒ Bonded nylon thread
- i. ☒ Subtle exterior logo treatments

15. ITEM 15 – MENS UNIFORM PANT

15.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Stryke™ Pant Part Number 74369 or Equal
- c. ☒ Navy Blue & Khaki
- d. ☒ Size: Waist: 28 – 54; Lengths: 30 – 36 & Unhemmed

- e. ☒ BDU Trouser.
- f. ☒ 6.76 oz. Flex- Tac® ripstop fabric
- g. ☒ Self- adjusting tunnel waistband
- h. ☒ Gusseted construction
- i. ☒ Articulated knees (kneepad ready - inside inseam)
- j. ☒ Bartacking at major seams and stress points
- k. ☒ Teflon® finish
- l. ☒ 12 pockets, including double- deep cargo pockets
- m. ☒ Rinse washed
- n. ☒ YKK® zippers
- o. ☒ Prym® snapsITEM

16. ITEM 16 – LADIES UNIFORM PANT

16.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Stryke™ Pant* Part Number 64386 or Equal
- c. ☒ Navy Blue & Khaki
- d. ☒ Size: Waist: 0 – 20; Lengths: Regular & Long
- e. ☒ BDU Trouser.
- f. ☒ 6.76 oz. Flex- Tac® ripstop fabric
- g. ☒ Fixed waistband
- h. ☒ Gusseted construction
- i. ☒ Articulated knees (kneepad ready - inside inseam)
- j. ☒ Bartacking at major seams and stress points
- k. ☒ Teflon® finish
- l. ☒ 12 pockets, including double- deep cargo pockets
- m. ☒ Rinse washed
- n. ☒ YKK® zippers
- o. ☒ Prym® snapsITEM

17. ITEM 17 – MENS UNIFORM SHORTS

17.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Stryke™ Pant* Part Number 73327 or Equal
- c. ☒ Dark Navy Blue
- d. ☒ Size: Waist: 28 – 44; Length: 11"
- e. ☒ BDU Shorts
- f. ☒ 4.84 oz. Flex-Tac® ripstop fabric

- g. ☒ Fixed waistband
- h. ☒ Fully gusseted crotch
- i. ☒ Multi-purpose thigh pockets
- j. ☒ Low-profile cargo pockets
- k. ☒ Teflon® finish
- l. ☒ YKK® zippers

18. ITEM 18 – LADIES UNIFORM SHORTS

18.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Taclite™ Pro* Part Number 63071 or Equal
- c. ☒ Dark Navy Blue
- d. ☒ Size: Waist: 2 – 20; Length: 9"
- e. ☒ BDU Shorts
- f. ☒ 6.14 oz. polyester/ cotton TACLITE® ripstop fabric
- g. ☒ Adjustable waistband
- h. ☒ Double- reinforced seat
- i. ☒ Bartacking at major seams and stress points
- j. ☒ Triple- stitching
- k. ☒ Six pockets
- l. ☒ Extra deep front pockets & Strap- and- slash pockets
- m. ☒ Thigh- mounted utility pockets
- n. ☒ Hip- mounted D- ring
- o. ☒ YKK® zippers
- p. ☒ Prym® snaps

19. ITEM 19 – MENS SHORT SLEEVE UNIFORM SHIRT

19.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Stryke™* Class-B PDU Short Sleeve Shirt part number 61018 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: Small, Medium, Large, X-Large, XX-Large, XXX-Large, and XXXX-Large
- e. ☒ Dimensions: Short, Regular, and Tall

- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric
- g. ☒ Triple needle stitching
- h. ☒ Reinforced bartacking at major stress points
- i. ☒ Melamine buttons won't melt, burn, or crack
- j. ☒ Superior durability, breathable comfort
- k. ☒ Permanent creases ensure clean lines
- l. ☒ Teflon® treatment for stain, soil, and moisture resistance
- m. ☒ 5.11® Hidden Document Pockets
- n. ☒ Hidden front zip closure
- o. ☒ Pass-through mic access
- p. ☒ Badge tab Sewn to garment
- q. ☒ Camera/radio loop enforcement kit
- r. ☒ Epaulette kit
- s. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

20. ITEM 20 – LADIES SHORT SLEEVE UNIFORM SHIRT

20.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Stryke™ Class-B PDU Short Sleeve Shirt part number 71038 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: X-Small, Small, Medium, Large, and X-Large
- e. ☒ Dimensions: Regular, and Tall
- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric
- g. ☒ Triple needle stitching
- h. ☒ Reinforced bartacking at major stress points
- i. ☒ Melamine buttons won't melt, burn, or crack
- j. ☒ Superior durability, breathable comfort
- k. ☒ Permanent creases ensure clean lines
- l. ☒ Teflon® treatment for stain, soil, and moisture resistance
- m. ☒ 5.11® Hidden Document Pockets
- n. ☒ Hidden front zip closure
- o. ☒ Pass-through mic access
- p. ☒ Badge tab Sewn to garment
- q. ☒ Camera/radio loop enforcement kit
- r. ☒ Epaulette kit
- s. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

21. ITEM 21 – MENS LONG SLEEVE UNIFORM SHIRT

21.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and

- function
- b. ☒ 5.11 *Stryke*™ Class-B PDU Long Sleeve Shirt part number 72074 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: Small, Medium, Large, X-Large, XX-Large, XXX-Large, and XXXX-Large
- e. ☒ Dimensions: Short, Regular, and Tall
- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric
- g. ☒ Triple needle stitching
- h. ☒ Reinforced bartacking at major stress points
- i. ☒ Melamine buttons won't melt, burn, or crack
- j. ☒ Superior durability, breathable comfort
- k. ☒ Permanent creases ensure clean lines
- l. ☒ Teflon® treatment for stain, soil, and moisture resistance
- m. ☒ 5.11® Hidden Document Pockets
- n. ☒ Hidden front zip closure
- o. ☒ Pass-through mic access
- p. ☒ Badge tab Sewn to garment
- q. ☒ Camera/radio loop enforcement kit
- r. ☒ Epaulette kit
- s. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

22. ITEM 22 – LADIES LONG SLEEVE UNIFORM SHIRT

22.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Stryke*™ Class-B PDU Long Sleeve Shirt part number 62010 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: X-Small, Small, Medium, Large, and X-Large
- e. ☒ Dimensions: Regular, and Tall
- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric & Triple needle stitching
- g. ☒ Reinforced bartacking at major stress points
- h. ☒ Melamine buttons won't melt, burn, or crack
- i. ☒ Superior durability, breathable comfort
- j. ☒ Permanent creases ensure clean lines
- k. ☒ Teflon® treatment for stain, soil, and moisture resistance
- l. ☒ 5.11® Hidden Document Pockets
- m. ☒ Hidden front zip closure
- n. ☒ Pass-through mic access
- o. ☒ Badge tab Sewn to garment
- p. ☒ Camera/radio loop enforcement kit
- q. ☒ Epaulette kit
- r. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

23. ITEM 23 – MENS SOFTSHELL COAT

23.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Chameleon Softshell Jacket Part Number 48099 or equal
- c. ☒ Dark Navy Blue
- d. ☒ Sizes: X-Small – XXXX-Large
- e. ☒ Polyester bonded softshell
- f. ☒ Breathable mesh lining
- g. ☒ Storm cuffs
- h. ☒ Drop tail design
- i. ☒ YKK® zipper hardware
- j. ☒ Covert appearance, superior utility
- k. ☒ Wind and water repellant
- l. ☒ Zipping handwarmer pockets
- m. ☒ Three internal pockets
- n. ☒ Utility pocket at left sleeve
- o. ☒ Three zip-out ID panels

24. ITEM 24 – MENS SOFTSHELL COAT WATERPROOF

24.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Sabre Softshell Jacket 2.0 Part Number 48112 or equal
- c. ☒ Dark Navy Blue
- d. ☒ Sizes: X-Small – XXXX-Large
- e. ☒ Polyester bonded softshell
- f. ☒ Waterproof and breathable seam-sealed membrane
- g. ☒ Integrated Storm cuffs
- h. ☒ Drop tail design
- i. ☒ YKK® zipper hardware
- j. ☒ Covert appearance, maximum utility
- k. ☒ Wind and water repellant
- l. ☒ Patented 5.11® Quixip® System for accelerated sidearm access
- m. ☒ Handwarmer pockets
- n. ☒ Roomy internal pockets
- o. ☒ Utility pocket at each shoulder
- p. ☒ Three zip-out ID panels
- q. ☒ Detachable hood

25. ITEM 25 – FAYETTEVILLE FIRE DEPARTMENT SHOULDER PATCH

25.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function

- b. ☒ Premier Emblem Part Number 19146-06 or equal
- c. ☒ Shall be ordered and stocked by the vendor.

26. ITEM 26 – REVERSE GOLD BORDERED AMERICAN FLAG SHOULDER PATCH

26.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Premier Emblem Part Number E1929 or equal
- c. ☒ Dimensions: 2-1/4" x 3-1/2"
- d. ☒ Shall be ordered and stocked by the vendor.

27. ITEM 27 – NAME PLATE

27.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Number J5 or equal
- c. ☒ Dimensions: 1/2" X 2-1/4"
- d. ☒ Black Letters
- e. ☒ Magnetic back
- f. ☒ Available in Rhodium & Gold

28. ITEM 28 – BADGE

28.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Number B538 or equal
- c. ☒ Dimensions: 1-3/4" X 3"
- d. ☒ Seal Size: 15/16" – 1-1/16"
- e. ☒ Needed Seals (Rhodium): Scramble and 1-Horn (to be specified at time of order)
- f. ☒ Needed Seals (Gold): 2-Horn – 5- Horn (to be specified at time of order)
- g. ☒ Black Letters
- h. ☒ Available in Rhodium & Gold

29. ITEM 29 – COLLAR BRASS

29.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Numbers J50 – J55 or equal
- c. ☒ Dimensions: 5/16" X 13/16"
- d. ☒ 1-Horn J50 – Rhodium (Driver Operator)
- e. ☒ 2-Horn J51 – Gold (Captain)
- f. ☒ 3-Horn J53 – Gold (Battalion Chief)
- g. ☒ 4-Horn J54 – Gold (Assistant Chief)
- h. ☒ 5-Horn J55 – Gold (Chief)

30. ITEM 30 – HAT BADGE

30.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Numbers See Below or equal
- c. ☒ Dimensions: 1-5/8"
- d. ☒ Scramble A2327 – Rhodium (Firefighter)
- e. ☒ 1-Horn A2912 – Rhodium (Driver Operator)
- f. ☒ 2-Horn A175 – Gold (Captain)
- g. ☒ 3-Horn A2910 – Gold (Battalion Chief)
- h. ☒ 4-Horn A1962 – Gold (Assistant Chief)
- i. ☒ 5-Horn A2811 – Gold (Chief)

31. ITEM 31 – CAP STRAP

31.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Numbers See Below or equal
- c. ☒ Dimensions: 1/2" X 9-3/4"
- d. ☒ Available in Rhodium & Gold

32. ITEM 32 – CAP STRAP BUTTONS

32.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Dimensions: 5/8" or 24 Ligne
- c. ☒ Attachment: Two-prong
- d. ☒ Available in Rhodium & Gold

33. ITEM 33 – COAT BUTTONS

33.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Dimensions: 7/8" or 36 Ligne
- c. ☒ Attachment: Sew-on
- d. ☒ Available in Rhodium & Gold



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain St.
Fayetteville, AR 72701
Phone: 479.575.8220
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 17-51, Fire Department Uniforms – Class A-B

DEADLINE: Thursday August 24, 2017 before 2:00 PM, Local Time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Monday July 31, 2017

INVITATION TO BID

Bid 17-51, Fire Department Uniforms – Class A-B

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder.

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

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

Name of Firm: Galls, LLC

Contact Person: R. Michael Wessner Jr. Title: CFO

E-Mail: Penman-Justin@galls.com Phone: 800-876-4242

Business Address: 1340 Russell Cave Rd.

City: Lexington State: KY Zip: 40505

Signature: Date: 8/22/2017

City of Fayetteville
Bid 17-51, Fire Department Uniforms – Class A-B
Advertisement

City of Fayetteville, AR
Invitation to Bid
Fire Department Uniform Bids

The City of Fayetteville is accepting bids from uniform and clothing providers to bid on various uniform items.

Bids shall be submitted in sealed envelopes or packages labeled with the bid number and bid description as listed herein. All bids shall be received by Thursday August 24, 2017 before 2:00 PM. All bids shall be delivered to City Hall, Purchasing Division – Room 306, 113 W. Mountain, Fayetteville, Arkansas 72701. A public bid opening will take place in City Hall shortly after the bid deadline.

Uniform Bids:

Bid 17-51, Fire Department Uniforms - Class A-B

Bid 17-52, Fire Department Uniforms – Class C

Bid 17-53, Fire Department Running Shoes

Bid 17-54, Fire Department Duty Boots

Bidding documents shall be obtained by visiting www.fayetteville-ar.gov/bids or from the City of Fayetteville Purchasing Division.

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

The City of Fayetteville reserves the right to waive irregularities, to reject bids, and to postpone the award of the Contract for a period of time which shall not exceed beyond ninety calendar days from the bid opening date.

CITY OF FAYETTEVILLE, ARKANSAS

By: Les McGaugh

City Purchasing Agent

Ad Dates: 07/31/17

City of Fayetteville

Bid 17-51, Fire Department Uniforms – Class A-B

Bid Form

DATE REQUIRED AS A COMPLETE UNIT: Delivery shall be made within 45 calendar days from date of received Purchase Order. F.O.B. City of Fayetteville, Central Fire Station, 303 W Center Street, Fayetteville, AR 72701

*Note: All quantities listed are estimates only. The City reserves the right to deviate from quantities listed herein.

ITEM	DESCRIPTION	QTY	PRICE EA	EXTENDED PRICE
1	MENS SHORT SLEEVE DRESS SHIRT MFG/MODEL <u>Flying Cross/ 95R66</u>	12	\$ <u>41.50</u>	\$ <u>498.00</u>
2	LADIES SHORT SLEEVE DRESS SHIRT MFG/MODEL <u>Flying Cross/ 152R66</u>	2	\$ <u>41.50</u>	\$ <u>83.00</u>
3	MENS LONG SLEEVE DRESS SHIRT MFG/MODEL <u>Flying Cross/ 45W66</u>	35	\$ <u>46.50</u>	\$ <u>1,627.50</u>
4	LADIES LONG SLEEVE DRESS SHIRT MFG/MODEL <u>Flying Cross/ 102W66</u>	2	\$ <u>46.50</u>	\$ <u>93.00</u>
5	MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT MFG/MODEL <u>Flying Cross/ 28P8696</u>	10	\$ <u>102.80</u>	\$ <u>1,028.00</u>
6	LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT MFG/MODEL <u>Flying Cross/ 4800S</u>	5	\$ <u>102.80</u>	\$ <u>514.00</u>
7	MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT MFG/MODEL <u>Flying Cross/ 17B8696C</u>	5	\$ <u>338.00</u>	\$ <u>1690.00</u>

BID FORM CONTINUES ON NEXT PAGE

Bidder Name: Galls, LLC

City of Fayetteville, AR

Bid 17-51, Fire Department Uniforms – Class A-B

Page 3 of 29

8	LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT	5	\$ 369.00	\$ 1,845.00
	MFG/MODEL <u>Fechheimer/4800SDC</u>			
9	MENS DAY UNIFORM PANT	5	\$ 31.00	\$ 155.00
	MFG/MODEL <u>5.11/ 74461</u>			
10	MENS DAY UNIFORM DRESS PANT	5	\$ 40.00	\$ 200.00
	MFG/MODEL <u>5.11/ 74338</u>			
11	DRESS UNIFORM TIE	10	\$ 4.60	\$ 46.00
	MFG/MODEL <u>Samuel Broome/ 45135</u>			
12	DRESS HAT	10	\$ 59.00	\$ 590.00
	MFG/MODEL <u>LawPro/ HW862</u>			
13	DRESS BELT	5	\$ 8.60	\$ 43.00
	MFG/MODEL <u>LawPro/ LP006</u>			
14	UNIFORM BELT	30	\$ 17.50	\$ 425.00
	MFG/MODEL <u>5.11/ 59538</u>			
15	MENS UNIFORM PANT	50	\$ 58.00	\$ 2,900.00
	MFG/MODEL <u>5.11/ 74369</u>			
16	LADIES UNIFORM PANT	5	\$ 58.00	\$ 290.00
	MFG/MODEL <u>5.11/ 64386</u>			
17	MENS UNIFORM SHORTS	30	\$ 54.00	\$ 1,620.00
	MFG/MODEL <u>5.11/ 73327</u>			

BID FORM CONTINUES ON NEXT PAGE

Bidder Name: Galls, LLC

18	LADIES UNIFORM SHORTS	20	\$ 37.00	\$ 740.00
	MFG/MODEL 5.11/ 63071			
19	MENS SHORT SLEEVE UNIFORM SHIRT	50	\$ 64.00	\$ 3,200.00
	MFG/MODEL 5.11/ 61018			
20	LADIES SHORT SLEEVE UNIFORM SHIRT	20	\$ 63.50	\$ 1,270.00
	MFG/MODEL 5.11/ 71038			
21	MENS LONG SLEEVE UNIFORM SHIRT	50	\$ 63.50	\$ 3,175.00
	MFG/MODEL 5.11/ 72074			
22	LADIES LONG SLEEVE UNIFORM SHIRT	10	\$ 62.50	\$ 625.00
	MFG/MODEL 5.11/ 62010			
23	MENS SOFTSHELL COAT	10	\$ 92.00	\$ 920.00
	MFG/MODEL 5.11/ 48099			
24	MENS SOFTSHELL COAT WATERPROOF	20	\$ 194.00	\$ 3,880.00
	MFG/MODEL 5.11/ 48112			
25	FAYETTEVILLE FIRE DEPARTMENT PATCH	50	\$ 4.00	\$ 200.00
	MFG/MODEL TBD			
26	REVERSE AMERICAN FLAG PATCH	50	\$.99	\$ 49.50
	MFG/MODEL Premier Emblems/ E1932			
27	NAME PLATE	10	\$ 9.50	\$ 95.00
	MFG/MODEL Blackinton/ J5			

BID FORM CONTINUES ON NEXT PAGE

Bidder Name: Galls, LLC

28	BADGE	20	\$ 74.00	\$ 1,480.00
	MFG/MODEL <u>Blackinton/ B538</u>			
29	COLLAR BRASS	20	\$ 3.99	\$ 79.80
	MFG/MODEL <u>Blackinton/ J50-J55</u>			
30	HAT BAGDE	10	\$ 24.00	\$ 480.00
	MFG/MODEL <u>Blackinton/ A175-J</u>			
31	CAP STRAP	5	\$ 10.00	\$ 50.00
	MFG/MODEL <u>Bayly/ HW143</u>			
32	CAP STRAP BUTTON	10	\$ 1.59	\$ 15.90
	MFG/MODEL <u>Waterbury/ 1-00190-2434</u>			
33	COAT BUTTON	15	\$ 12.00	\$ 180.00
	MFG/MODEL <u>Waterbury/ 1-00190-36PB</u>			

TOTAL BASE BID: \$ 30,087.70

Bids shall be submitted on this bid form in its entirety AND accompanied by descriptive literature on the products being bid. The City intends on awarding this bid to a single vendor.

Bidder Name: Galls, LLC

EXECUTION OF BID -

City of Fayetteville, AR

Bid 17-51, Fire Department Uniforms – Class A-B

Page 6 of 29

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

X 1.) NO KNOWN RELATIONSHIP EXISTS

2.) RELATIONSHIP EXISTS (Please explain):

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for

Bidder Name: Galls, LLC

consideration.

*NAME OF FIRM: Galls, LLC
Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

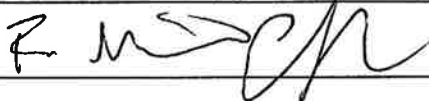
*BUSINESS ADDRESS: 1340 Russell Cave Rd.

*CITY: Lexington *STATE: KY *ZIP: 40505

*PHONE: 800-876-4242 FAX: 877-914-2557

*E-MAIL: Penman - Justin@galls.com

*BY: (PRINTED NAME) R. Michael Andrews Jr.

*AUTHORIZED SIGNATURE: 

*TITLE: CFO

*DUNS NUMBER: 04-259-8482 CAGE NUMBER: _____

*TAX ID NUMBER: 20-3545989

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 17-51, Fire Department Uniforms – Class A-B
General Terms and Conditions

1. SUBMISSION OF BID & BID EVALUATION:

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages** addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and **Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have adequate experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. DESCRIPTION OF SUPPLIES AND SERVICES:

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.
- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon

the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

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

to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. *Sales tax shall not be included in the bid price.* Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.
27. **ATTACHMENTS TO BID DOCUMENTS:** N/A

BIDDING REQUIREMENTS:

- When given a specification option with a blank (example a. _____), bidder shall write a “check mark” or write “yes” indication yes if the accompanies specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in “NO” or leaving the item blank and writing on the City’s bid forms how the specification is not met or how the unit(s) bid differ from what has been specified.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

GENERAL:

- 1.1 All unit(s) bid shall meet or exceed the minimum requirements or they will be deemed incomplete and will not be considered for bid award.
- 1.2 All specifications written are to minimums unless otherwise noted.
- 1.3 All quantities noted in the bid tab are estimated annual quantities and the City reserves the right to order additional quantities as needed as long as bid pricing remains firm from the awarded bidder.
- 1.4 Pricing bid shall be inclusive of all items, shipping, and warranty. Bid pricing shall NOT include sales tax. Sales tax will apply upon invoicing but will not be considered for bid evaluation.
- 1.5 Orders for Class-A uniforms shall be received by the City of Fayetteville within **60 calendar days** of notice of order placed by the City to the awarded vendor. Orders for uniforms that require tailoring or other manufacturing shall be received by the City of Fayetteville within **28 calendar days** of notice of order placed by the City to the awarded vendor. All other orders shall be received by the City of Fayetteville within **14 calendar days** of notice of order placed by the City to the awarded vendor.
- 1.6 The City reserves the right to request samples to determine that they meet specifications. In the event a sample is requested, bidder shall ship sample to City immediately and sample shall be received within three (3) business days. Additional consideration will be given by the City in cases where the sample is coming from a third party, such as manufacturer.
- 1.7 Any exception taken to these specifications and bid documents shall be noted and clearly identified on these documents provided by the City. Bidders shall note the difference next to the related specification when applicable. The City reserves the right to accept or reject exceptions to specifications.
- 1.8 Bidders, if not the manufacturer, shall be a current authorized dealer of any item bid and have jurisdiction to sell to the territory covering area bid.
- 1.9 The Bidder shall be made available to the City to measure employees to assure proper sizing of

uniforms.

- 1.10 Unit(s) bid shall be new and of the latest standard production model as offered for commercial trade.
- 1.11 Any additional cost for larger sizes shall be noted on bid form. If cost is not noted, the price shall remain the same for all sizes.
- 1.12 Final location of all patches shall be approved by the Fayetteville Fire Department prior to installation of patch.
- 1.13 This bid shall be valid for one (1) year, beginning with the date approved by the Fayetteville City Council or date of Purchase Order, whichever is earlier. This bid may be renewed for an additional four (4) one year terms for a total possible contract time of five (5) years.
- 1.14 Patches shall be ordered and stocked by the vendor. The Fayetteville Fire Department patch shall be sewn to the left sleeve and the American flag to the right. Patches shall be sewn to all shirts and Class-A coats. They shall be 1-1/2" from the top of the sleeve at the shoulder and centered on the sleeve using the center of the shoulder, as the garment is intended to ride on the wearer, for a reference.
- 1.15 All sewing and tailoring of the garments shall be provided by the vendor and will be inclusive of the bid price.
- 1.16 The vendor shall offer tailoring services for future alterations to previously purchased garments.

1. ITEM 1 –MENS SHORT SLEEVE DRESS SHIRT

1.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 95R66 or equal
- c. ☒ White
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- g. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large, and XXX-Large
- h. ☒ 5 silicone military creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- i. ☒ Pleated pockets and scalloped flaps
- j. ☒ Hidden pencil compartment inside left breast pocket
- k. ☒ Interior badge reinforced sewn eyelets
- l. ☒ Full badge sling
- m. ☒ Conventional collar with permanent stays
- n. ☒ Fabric shall contain MCS to channel moisture
- o. ☒ button placket front
- p. ☒ Patches shall be attached 1 ½ inches below shoulder seam on each sleeve

2. ITEM 2 –LADIES SHORT SLEEVE DRESS SHIRT

2.1 DESIGN/CONSTRUCTION:

- a. ☒ All materials shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 152R66 or equal
- c. ☒ White
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- g. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large
- h. ☒ 5 silicone military creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- i. ☒ Pleated pockets and scalloped flaps
- j. ☒ Hidden pencil compartment inside left breast pocket
- k. ☒ Interior badge reinforced sewn eyelets
- l. ☒ Full badge sling
- m. ☒ Conventional collar with permanent stays
- n. ☒ Fabric shall contain MCS to channel moisture
- o. ☒ 7 button placket front
- p. ☒ Patches shall be attached 1 ½ inches below shoulder seam on each sleeve

3. ITEM 3 – MENS LONG SLEEVE DRESS SHIRT

3.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 45W66 or equal
- c. ☒ White
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- g. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large, and XXX-Large
- h. ☒ 5 silicone creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- i. ☒ Pleated pockets and scalloped flaps
- j. ☒ Hidden pencil compartment inside left breast pocket
- k. ☒ Interior badge reinforced sewn eyelets
- l. ☒ Full badge sling
- m. ☒ Conventional collar with permanent stays
- n. ☒ Fabric shall contain MCS to channel moisture
- o. ☒ 7 button placket front
- p. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve

4. ITEM 4 – LADIES LONG SLEEVE DRESS SHIRT

4.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Flying Cross Model Number 102W66 or equal
- c. ☒ Available in both Male and Female styles
- d. ☒ White
- e. ☒ Machine washable
- f. ☒ Wrinkle resistant
- g. ☒ Highly breathable fabric consisting of 65% Polyester and 35% Rayon
- h. ☒ Available in sizes Small, Medium, Large, X-Large, XX-Large
- i. ☒ 5 silicone creases – 2 in front, continuing through the pockets, and pocket flaps, and 3 in back
- j. ☒ Pleated pockets and scalloped flaps
- k. ☒ Hidden pencil compartment inside left breast pocket
- l. ☒ Interior badge reinforced sewn eyelets
- m. ☒ Full badge sling
- n. ☒ Conventional collar with permanent stays
- o. ☒ Fabric shall contain MCS to channel moisture
- p. ☒ 7 button placket front
- q. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve

5. ITEM 5 – MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT

5.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function.
- b. ☒ Freedom Fit waistband
- c. ☒ Flying Cross Model #28P8696 or equal
- d. ☒ Machine washable
- e. ☒ Wrinkle resistant
- f. ☒ Available in varying lengths and sizes
- g. ☒ Dark Navy Blue
- h. ☒ Tru-Grip strip
- i. ☒ 55% Polyester/45% High Quality Wool
- j. ☒ Side Pockets
- k. ☒ Two (2) hip pockets

6. ITEM 6 – LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM PANT

6.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Flying Cross Model #4800S or equal
- c. ☒ Navy Blue
- d. ☒ Waist darts front and back
- e. ☒ Flared leg
- f. ☒ Non-slip Snug-Tex or equal waistband to keep shirts tucked in
- g. ☒ Fly-zipper closure at left side with extended-tab two-button closure
- h. ☒ Large watch pocket at right front
- i. ☒ 55% Polyester/45% Wool, Gabardine

j. ☒ Shall be available in various sizes and lengths

7. ITEM 7 – MENS CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT

7.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Flying Cross Model #17B8696C or equal
- c. ☒ Double Breasted
- d. ☒ Six (6) colored buttons – choice of gold or silver
- e. ☒ Fully lined with peak lapels
- f. ☒ Two (2) lower welt pockets plus an upper breast pocket welt
- g. ☒ Cloth reinforced pockets
- h. ☒ Light quilting in upper chest lining
- i. ☒ Classic Fit
- j. ☒ Dark Navy Blue
- k. ☒ Available in varying lengths and sizes
- l. ☒ 55% Polyester/ 45% Wool Gabardine Weave
- m. ☒ Full Rayon lining shall be manufacturer's standard lining
- n. ☒ Badge tap on left chest
- o. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

8. ITEM 8 – LADIES CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT

8.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Flying Cross Model# 4800SDC ore equal
- c. ☒ Dark Navy
- d. ☒ 55% Polyester/45% Wool, Gabardine
- e. ☒ Single breasted
- f. ☒ 4- button front – choice of gold or silver
- g. ☒ Fully lined with peak lapels
- h. ☒ Full Rayon Lining shall be manufacture's standard lining
- i. ☒ Front and back darts
- j. ☒ Upper breast pocket welt
- k. ☒ Badge tab on left chest
- l. ☒ Zipped vent inside pocket
- m. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

9. ITEM 9 – MENS DAY UNIFORM PANT

9.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Fast-Tac™ Urban Pant Part Number 74461 or Equal

- c. ☒ Black
- d. ☒ Size: Waist: 28 – 54; Lengths: 30 – 36
- e. ☒ Lightweight 4.7 oz. 100% polyester Fast-Tac™ fabric
- f. ☒ Bartacking at fly corner
- g. ☒ YKK® Zippers
- h. ☒ 27 ligne Melamine button for center front closure
- i. ☒ Durable work pant with sleek design
- j. ☒ Water resistant finish
- k. ☒ 5 pockets
- l. ☒ Reinforced front utility pocket edges
- m. ☒ Flexible, self-adjusting waistband with 7 loops

10. ITEM 10 – MENS DAY UNIFORM DRESS PANT

10.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 511 Tactical Model # 74338 or equal
- c. ☒ Black
- d. ☒ 65% Polyester/35% Cotton PDU Twill or equal with Teflon finish
- e. ☒ Self-adjusting tunnel waist
- f. ☒ Silicone internal gripper waistband
- g. ☒ Diamond gusseted crotch
- h. ☒ Permanent military creases
- i. ☒ YKK Zippers and PRYM snaps or equal
- j. ☒ Machine washable
- k. ☒ Wrinkle Resistant
- l. ☒ Hidden side seam pockets
- m. ☒ Bar tacks at waistband opening and pocket ends
- n. ☒ Two (2) button pockets on back
- o. ☒ Available in various sizes and lengths

11. ITEM 11 – DRESS UNIFORM TIE

11.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ Broome Style 45135 or equal
- c. ☒ 3.0" x 57" and 3.0" x 61"
- d. ☒ Polyester/Wool blend with tropical weave
- e. ☒ 3 buttonholes to attach tie to shirt
- f. ☒ Black

12. ITEM 12 – DRESS HAT

12.1 DESIGN/CONSTRUCTION

- a. ☒ All materials shall be new and without flaws that affect appearance, durability, and function
- b. ☒ Keystone Uniform Cap or equal
- c. ☒ Serge round top style
- d. ☒ Band with Fire Department button available in Gold or Silver
- e. ☒ Available in both Dark Navy and White

13. ITEM 13 – DRESS BELT

13.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ Premier Emblem Model# PL-1511U or equal
- c. ☒ Superior leather quality uniform style belt
- d. ☒ Smooth finish
- e. ☒ Black leather
- f. ☒ 1 ½ inch width
- g. ☒ Available in silver or gold buckle
- h. ☒ Available in various sizes

14. ITEM 14 – UNIFORM BELT

14.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 ALTA Belt Part Number 59538 or equal
- c. ☒ Black
- d. ☒ Sizes: Small – XXXX-Large
- e. ☒ Parachute grade metal buckle with sliding tension bar
- f. ☒ Quickly converts to a tie-down or carry strap
- g. ☒ Triangle D-Ring
- h. ☒ Bonded nylon thread
- i. ☒ Subtle exterior logo treatments

15. ITEM 15 – MENS UNIFORM PANT

15.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Stryke™ Pant Part Number 74369 or Equal
- c. ☒ Navy Blue & Khaki
- d. ☒ Size: Waist: 28 – 54; Lengths: 30 – 36 & Unhemmed

- e. ☒ BDU Trouser.
- f. ☒ 6.76 oz. Flex- Tac® ripstop fabric
- g. ☒ Self- adjusting tunnel waistband
- h. ☒ Gusseted construction
- i. ☒ Articulated knees (kneepad ready - inside inseam)
- j. ☒ Bartacking at major seams and stress points
- k. ☒ Teflon® finish
- l. ☒ 12 pockets, including double- deep cargo pockets
- m. ☒ Rinse washed
- n. ☒ YKK® zippers
- o. ☒ Prym® snapsITEM

16. ITEM 16 – LADIES UNIFORM PANT

16.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Stryke™ Pant* Part Number 64386 or Equal
- c. ☒ Navy Blue & Khaki
- d. ☒ Size: Waist: 0 – 20; Lengths: Regular & Long
- e. ☒ BDU Trouser.
- f. ☒ 6.76 oz. Flex- Tac® ripstop fabric
- g. ☒ Fixed waistband
- h. ☒ Gusseted construction
- i. ☒ Articulated knees (kneepad ready - inside inseam)
- j. ☒ Bartacking at major seams and stress points
- k. ☒ Teflon® finish
- l. ☒ 12 pockets, including double- deep cargo pockets
- m. ☒ Rinse washed
- n. ☒ YKK® zippers
- o. ☒ Prym® snapsITEM

17. ITEM 17 – MENS UNIFORM SHORTS

17.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Stryke™ Pant* Part Number 73327 or Equal
- c. ☒ Dark Navy Blue
- d. ☒ Size: Waist: 28 – 44; Length: 11"
- e. ☒ BDU Shorts
- f. ☒ 4.84 oz. Flex-Tac® ripstop fabric

- g. ☒ Fixed waistband
- h. ☒ Fully gusseted crotch
- i. ☒ Multi-purpose thigh pockets
- j. ☒ Low-profile cargo pockets
- k. ☒ Teflon® finish
- l. ☒ YKK® zippers

18. ITEM 18 – LADIES UNIFORM SHORTS

18.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Taclite™ Pro* Part Number 63071 or Equal
- c. ☒ Dark Navy Blue
- d. ☒ Size: Waist: 2 – 20; Length: 9"
- e. ☒ BDU Shorts
- f. ☒ 6.14 oz. polyester/ cotton TACLITE® ripstop fabric
- g. ☒ Adjustable waistband
- h. ☒ Double- reinforced seat
- i. ☒ Bartacking at major seams and stress points
- j. ☒ Triple- stitching
- k. ☒ Six pockets
- l. ☒ Extra deep front pockets & Strap- and- slash pockets
- m. ☒ Thigh- mounted utility pockets
- n. ☒ Hip- mounted D- ring
- o. ☒ YKK® zippers
- p. ☒ Prym® snaps

19. ITEM 19 – MENS SHORT SLEEVE UNIFORM SHIRT

19.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 *Stryke™* Class-B PDU Short Sleeve Shirt part number 61018 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: Small, Medium, Large, X-Large, XX-Large, XXX-Large, and XXXX-Large
- e. ☒ Dimensions: Short, Regular, and Tall

- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric
- g. ☒ Triple needle stitching
- h. ☒ Reinforced bartacking at major stress points
- i. ☒ Melamine buttons won't melt, burn, or crack
- j. ☒ Superior durability, breathable comfort
- k. ☒ Permanent creases ensure clean lines
- l. ☒ Teflon® treatment for stain, soil, and moisture resistance
- m. ☒ 5.11® Hidden Document Pockets
- n. ☒ Hidden front zip closure
- o. ☒ Pass-through mic access
- p. ☒ Badge tab Sewn to garment
- q. ☒ Camera/radio loop enforcement kit
- r. ☒ Epaulette kit
- s. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

20. ITEM 20 – LADIES SHORT SLEEVE UNIFORM SHIRT

20.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Stryke™ Class-B PDU Short Sleeve Shirt part number 71038 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: X-Small, Small, Medium, Large, and X-Large
- e. ☒ Dimensions: Regular, and Tall
- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric
- g. ☒ Triple needle stitching
- h. ☒ Reinforced bartacking at major stress points
- i. ☒ Melamine buttons won't melt, burn, or crack
- j. ☒ Superior durability, breathable comfort
- k. ☒ Permanent creases ensure clean lines
- l. ☒ Teflon® treatment for stain, soil, and moisture resistance
- m. ☒ 5.11® Hidden Document Pockets
- n. ☒ Hidden front zip closure
- o. ☒ Pass-through mic access
- p. ☒ Badge tab Sewn to garment
- q. ☒ Camera/radio loop enforcement kit
- r. ☒ Epaulette kit
- s. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

21. ITEM 21 – MENS LONG SLEEVE UNIFORM SHIRT

21.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and

- function
- b. ☒ 5.11 Stryke™ Class-B PDU Long Sleeve Shirt part number 72074 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: Small, Medium, Large, X-Large, XX-Large, XXX-Large, and XXXX-Large
- e. ☒ Dimensions: Short, Regular, and Tall
- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric
- g. ☒ Triple needle stitching
- h. ☒ Reinforced bartacking at major stress points
- i. ☒ Melamine buttons won't melt, burn, or crack
- j. ☒ Superior durability, breathable comfort
- k. ☒ Permanent creases ensure clean lines
- l. ☒ Teflon® treatment for stain, soil, and moisture resistance
- m. ☒ 5.11® Hidden Document Pockets
- n. ☒ Hidden front zip closure
- o. ☒ Pass-through mic access
- p. ☒ Badge tab Sewn to garment
- q. ☒ Camera/radio loop enforcement kit
- r. ☒ Epaulette kit
- s. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

22. ITEM 22 – LADIES LONG SLEEVE UNIFORM SHIRT

22.1 DESIGN/CONSTRUCTION

- a. ☒ All material shall be new and without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Stryke™ Class-B PDU Long Sleeve Shirt part number 62010 or equal
- c. ☒ Dark navy blue
- d. ☒ Sizes: X-Small, Small, Medium, Large, and X-Large
- e. ☒ Dimensions: Regular, and Tall
- f. ☒ 4.84 oz. Flex-Tac® mechanical stretch fabric & Triple needle stitching
- g. ☒ Reinforced bartacking at major stress points
- h. ☒ Melamine buttons won't melt, burn, or crack
- i. ☒ Superior durability, breathable comfort
- j. ☒ Permanent creases ensure clean lines
- k. ☒ Teflon® treatment for stain, soil, and moisture resistance
- l. ☒ 5.11® Hidden Document Pockets
- m. ☒ Hidden front zip closure
- n. ☒ Pass-through mic access
- o. ☒ Badge tab Sewn to garment
- p. ☒ Camera/radio loop enforcement kit
- q. ☒ Epaulette kit
- r. ☒ Patches shall be attached 1 ½ inches below shoulder seams on each sleeve.

23. ITEM 23 – MENS SOFTSHELL COAT

23.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Chameleon Softshell Jacket Part Number 48099 or equal
- c. ☒ Dark Navy Blue
- d. ☒ Sizes: X-Small – XXXX-Large
- e. ☒ Polyester bonded softshell
- f. ☒ Breathable mesh lining
- g. ☒ Storm cuffs
- h. ☒ Drop tail design
- i. ☒ YKK® zipper hardware
- j. ☒ Covert appearance, superior utility
- k. ☒ Wind and water repellant
- l. ☒ Zipping handwarmer pockets
- m. ☒ Three internal pockets
- n. ☒ Utility pocket at left sleeve
- o. ☒ Three zip-out ID panels

24. ITEM 24 – MENS SOFTSHELL COAT WATERPROOF

24.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ 5.11 Sabre Softshell Jacket 2.0 Part Number 48112 or equal
- c. ☒ Dark Navy Blue
- d. ☒ Sizes: X-Small – XXXX-Large
- e. ☒ Polyester bonded softshell
- f. ☒ Waterproof and breathable seam-sealed membrane
- g. ☒ Integrated Storm cuffs
- h. ☒ Drop tail design
- i. ☒ YKK® zipper hardware
- j. ☒ Covert appearance, maximum utility
- k. ☒ Wind and water repellant
- l. ☒ Patented 5.11® Quixip® System for accelerated sidearm access
- m. ☒ Handwarmer pockets
- n. ☒ Roomy internal pockets
- o. ☒ Utility pocket at each shoulder
- p. ☒ Three zip-out ID panels
- q. ☒ Detachable hood

25. ITEM 25 – FAYETTEVILLE FIRE DEPARTMENT SHOULDER PATCH

25.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function

- b. ☒ Premier Emblem Part Number 19146-06 or equal
- c. ☒ Shall be ordered and stocked by the vendor.

26. ITEM 26 – REVERSE GOLD BORDERED AMERICAN FLAG SHOULDER PATCH

26.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Premier Emblem Part Number E1929 or equal
- c. ☒ Dimensions: 2-1/4" x 3-1/2"
- d. ☒ Shall be ordered and stocked by the vendor.

27. ITEM 27 – NAME PLATE

27.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Number J5 or equal
- c. ☒ Dimensions: 1/2" X 2-1/4"
- d. ☒ Black Letters
- e. ☒ Magnetic back
- f. ☒ Available in Rhodium & Gold

28. ITEM 28 – BADGE

28.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Number B538 or equal
- c. ☒ Dimensions: 1-3/4" X 3"
- d. ☒ Seal Size: 15/16" – 1-1/16"
- e. ☒ Needed Seals (Rhodium): Scramble and 1-Horn (to be specified at time of order)
- f. ☒ Needed Seals (Gold): 2-Horn – 5- Horn (to be specified at time of order)
- g. ☒ Black Letters
- h. ☒ Available in Rhodium & Gold

29. ITEM 29 – COLLAR BRASS

29.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Numbers J50 – J55 or equal
- c. ☒ Dimensions: 5/16" X 13/16"
- d. ☒ 1-Horn J50 – Rhodium (Driver Operator)
- e. ☒ 2-Horn J51 – Gold (Captain)
- f. ☒ 3-Horn J53 – Gold (Battalion Chief)
- g. ☒ 4-Horn J54 – Gold (Assistant Chief)
- h. ☒ 5-Horn J55 – Gold (Chief)

30. ITEM 30 – HAT BADGE

30.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Numbers See Below or equal
- c. ☒ Dimensions: 1-5/8"
- d. ☒ Scramble A2327 – Rhodium (Firefighter)
- e. ☒ 1-Horn A2912 – Rhodium (Driver Operator)
- f. ☒ 2-Horn A175 – Gold (Captain)
- g. ☒ 3-Horn A2910 – Gold (Battalion Chief)
- h. ☒ 4-Horn A1962 – Gold (Assistant Chief)
- i. ☒ 5-Horn A2811 – Gold (Chief)

31. ITEM 31 – CAP STRAP

31.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Blackinton Part Numbers See Below or equal
- c. ☒ Dimensions: 1/2" X 9-3/4"
- d. ☒ Available in Rhodium & Gold

32. ITEM 32 – CAP STRAP BUTTONS

32.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Dimensions: 5/8" or 24 Ligne
- c. ☒ Attachment: Two-prong
- d. ☒ Available in Rhodium & Gold

33. ITEM 33 – COAT BUTTONS

33.1 DESIGN/CONSTRUCTION:

- a. ☒ All material shall be new without flaws that affect appearance, durability, and function
- b. ☒ Dimensions: 7/8" or 36 Ligne
- c. ☒ Attachment: Sew-on
- d. ☒ Available in Rhodium & Gold



FLYING CROSS DELUXE SS SHIRT

Item# 97R66



PRODUCT SPECS

- 10-10.5 oz., 65% Dacron® polyester, 35% rayon with tropical weave
- Moisture Control System to absorb and move moisture away from the body; dries quickly
- Seven-button placket front
- Pleated pockets with scalloped flaps and hook-and-loop closure
- Hidden pencil pocket in left chest pocket
- Sport collar
- Tapered sleeves are form-fitted for tailored look
- Cross-stitched shoulder straps for a neat look



FLYING CROSS WOMEN'S DELUXE SS SHIRT

Item# 152R66



Features:

- 10-10.5 oz., 65% Dacron® Polyester/35% rayon
- Permanent silicone creases front and back- no need to iron
- Tapered sleeves are form-fitted for tailored look
- Sport collar
- Cross-stitched shoulder straps for a neat look
- Pleated pockets with scalloped flaps and Velcro® closure; left full badge sling
- Short sleeves
- Machine wash and dry



FLYING CROSS MEN'S DELUXE LS SHIRT

Item# 45W66



Features:

- 10-10.5 oz., 65% Dacron® polyester, 35% rayon with tropical weave
- Pleated pockets with scalloped flaps and VELCRO® brand closure
- Hidden pencil pocket in left chest pocket
- Banded lined collar and yoke
- Tapered sleeves are form-fitted for tailored look
- Cross-stitched shoulder straps for a neat look
- Permanent silicone creases front and back — no need to iron
- Left full badge sling
- Machine wash and dry



FLYING CROSS WOMEN'S DELUXE TROPICAL WEAVE LONG-SLEEVE SHIRT

Item# 102W66



Product Specs

- 10-10.5 oz., 65% Dacron® Polyester/35% rayon
- Permanent silicone creases front and back- no need to iron
- Tapered sleeves are form-fitted for tailored look
- Banded lined collar and yoke
- Cross-stitched shoulder straps for a neat look
- Pleated pockets with scalloped flaps and Velcro® closure; left full badge sling
- Long sleeves
- Machine wash and dry



FLYING CROSS USN MEN'S POLY WOOL TROUSER

Item# TR695 | Mfg# 28P8696



PRODUCT SPECS

- Side pockets
- Freedom Fit waistband provides 2-way stretch for comfort
- Tru-Grip strip helps shirts stay tucked
- Comfortable, soft fabric in a highly professional gabardine weave
- Includes Smith & Wesson's lifetime warranty



FLYING CROSS USN WOMEN'S POLY WOOL TROUSER

Item# ZY045 | Mfg# 4800S



PRODUCT SPECS

- Form flattering fit with front and back waist darts
- Waist darts front and back
- Flared leg
- Non-slip Snug-Tex waistband keeps shirttails tucked in
- Fly-zipper closure at left side with extended-tab two-button closure
- Large watch pocket at right front



FLYING CROSS DRESS COAT

Item# 17B8696C



PRODUCT SPECS

- Men's 11 1/2-12 oz. 55/45 Dacron Polyester/Wool, Gabardine
- Double breasted 6-Gold colored buttons
- Fully lined with peak lapels
- 3 inside cloth reinforced pockets
- Light quilting in upper chest lining
- Optional badge tab may be added
- Classic fit



WOMENS CLASS-A USN STYLE SERVICE DRESS UNIFORM COAT

Item# ZY044 | Mfg# 4800SDC



PRODUCT SPECS

- Single breasted
- 4-button front
- Fully lined with peak lapels
- Form flattering fit with front and back darts
- Upper breast pocket welt (no pocket)
- Optional badge tab may be added
- Zipped sword vent inside pocket



5.11 TACTICAL URBAN PANTS

Item# 74461



PRODUCT SPECS

- 4.7 oz, 100% polyester ripstop construction with water-resistant finish
- Adjustable waistband
- Pocket reinforcement
- Utility/knife pocket
- Dual back welt pockets
- YKK® zipper
- Relaxed fit



5.11 TACTICAL MEN'S PDU CALSS A PANTS

Item# 74338



PRODUCT SPECS

- 7.25-oz. twill, 65% polyester / 35% cotton
- Teflon® coating repels stains, soil, and liquids
- Permanent military creases
- Professional, flat front design
- Self-adjusting tunnel waistband
- Covert thigh pocket
- Diamond gusseted crotch for full mobility
- Internal gripper waistband keeps shirt tucked in
- YKK® zipper hardware
- Genuine Prym® snaps
- Bartacking at all stress points
- Machine washable
- Imported



SAMUEL BROOME 3" NECKTIE WITH BUTTONHOLES

Item# 45135



PRODUCT SPECS

- 3.0" x 57"
- Polyester / Wool blend - tropical weave
- Buttonhole Feature: For a neater and more professional appearance, slide small end of the tie through the loop and button to shirt.



ROUND TOP SERVICE CAP

Item# HW862



PRODUCT SPECS

- Choose traditional 8-point or Round Top
- Textured polyester construction
- Interior leather sweat band
- Made in the USA



LEATHER GARRISON BELT

Item# LP006



PRODUCT SPECS

- Top-grain leather construction
- 1½" style fits virtually any style trouser including khakis, tactical pants and uniform pants
- Removable silver nickel buckle
- Made in the USA



ALTA BELT

Item# 59538



PRODUCT SPECS

- 100% nylon webbing construction
- Rigid weave supports your holster
- Parachute grade hardware
- Sliding tension bar and Triangle D-Ring
- Low profile covert styling
- Doubles as a tie-down
- Convertible to use as a carry strap
- 1¾" wide



5.11 TACTICAL STRYKE PANTS

Item# 74369



PRODUCT SPECS

- Proven 5.11 Tactical comfort and durability
- Fade and stain resistance
- Self-adjusting tunnel waistband for comfort
- Badge holder front belt loops
- Quick access, low-profile angled pockets
- Genuine YKK zippers and Prym snaps
- Discrete double knee with interior knee pad pocket



5.11 TACTICAL STRYKE PANTS

Item# 64386



PRODUCT SPECS

- Proven 5.11 Tactical comfort and durability
- Fade and stain resistance
- Self-adjusting tunnel waistband for comfort
- Badge holder front belt loops
- Quick access, low-profile angled pockets
- Genuine YKK zippers and Prym snaps
- Discrete double knee with interior knee pad pocket



5.11 TACTICAL STRYKE SHORTS

Item# 73327



PRODUCT SPECS

- Flex-Tac™ mechanical stretch fabric
- Teflon® finish repels stains and soils
- Multi-purpose thigh pockets
- Low-profile cargo pockets with internal magazine compartments
- Front and rear pockets
- Stretchable waistband
- Full running crotch gusset



5.11 TACTICAL STRYKE WOMEN'S SHORTS

Item# 63071



PRODUCT SPECS

- Flex-Tac™ mechanical stretch fabric
- Teflon® finish repels stains and soils
- Multi-purpose thigh pockets
- Low-profile cargo pockets with internal magazine compartments
- Front and rear pockets
- Stretchable waistband
- Full running crotch gusset



5.11 TACTICAL WOMEN'S SS PDU SHIRT

Item# 61018



PRODUCT SPECS

- Flex-Tac™ mechanical stretch allows superior mobility
- 80% polyester, 20% cotton
- Teflon® finish for stain and soil release
- Hidden front zipper closure
- Two chest pockets
- Hidden document pockets and two chest pockets
- Mic wire pass
- Badge tab
- Epaulettes
- Camera/radio loop included



5.11 TACTICAL MEN'S SHORT SLEEVE CLASS B STRYKE PDU SHIRT

Item# 71038



PRODUCT SPECS

- Flex-Tac™ mechanical stretch allows superior mobility
- 80% polyester, 20% cotton
- Teflon® finish for stain and soil release
- Hidden front zipper closure
- Two chest pockets
- Hidden Document Pockets and two chest pockets
- Mic wire pass
- Badge tab
- Epaulettes
- Camera/radio loop included
- Melamine buttons won't crack, burn, or melt



5.11 TACTICAL MEN'S LS PDU SHIRT

Item# 72074



PRODUCT SPECS

- Flex-Tac™ mechanical stretch allows superior mobility
- 80% polyester, 20% cotton
- Teflon® finish for stain and soil release
- Hidden front zipper closure
- Two chest pockets
- Hidden document pockets and two chest pockets
- Mic wire pass
- Badge tab
- Epaulettes
- Camera/radio loop included
- Melamine buttons won't crack, burn, or melt



5.11 TACTICAL WOMEN'S LS PDU SHIRT

Item# 62010



PRODUCT SPECS

- Flex-Tac™ mechanical stretch allows superior mobility
- 80% polyester, 20% cotton
- Teflon® finish for stain and soil release
- Hidden front zipper closure
- Two chest pockets
- Hidden document pockets and two chest pockets
- Mic wire pass
- Badge tab
- Epaulettes
- Camera/radio loop included
- Melamine buttons won't crack, burn, or melt



5.11 TACTICAL SOFT-CELL JACKET

Item# 48099



PRODUCT SPECS

- 100% polyester bonded soft-shell
- Breathable mesh lining
- Wind and water resistant
- Three internal pockets
- Utility pocket at left sleeve
- Zippered handwarmer pockets
- Elasticized hook-and-loop storm cuffs
- Three imprintable and removable ID panels on front and back
- Drop-tail design
- YKK® zipper
- Machine wash and dry
- Imported



5.11 TACTICAL SABRE 2.0 JACKET

Item# 48112



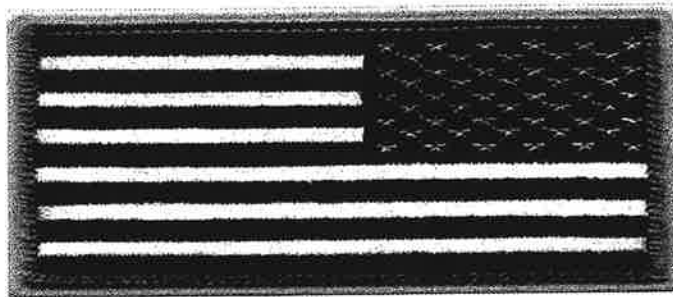
PRODUCT SPECS

- 100% polyester bonded softshell
- Waterproof and breathable seam-sealed membrane
- Patented 5.11 Quixip System for accelerated sidearm access
- Detachable hood stored in collar or in back vertical zip pocket
- Backup Belt System handwarmer pockets
- Roomy internal pockets
- Utility pockets at each shoulder
- Three zip-out ID panels
- Waterproof chest zippers
- Seam sealed chest pockets
- Integrated Storm cuffs
- Drop tail design
- YKK® zipper hardware
- Seam sealed chest pockets



3.5 AMERICAN FLAG REVERSE PATCH

Item# E1932





BLACKINGTON NAMEPLATE

Item# J5

A rectangular nameplate with a textured, metallic appearance. The text 'SUSAN FONTIS' is embossed or printed in a bold, sans-serif font across the center.

PRODUCT SPECS

- 1 Line Nameplate
- Available in pin, clutch, or magnetic (see photos below)
- Gold or Silver
- Personalization will be sent as it is input and is **case sensitive**
- Up to 20 characters including spaces



BLACKINTON BADGE WITH EAGLE AND CIRCULAR PANEL

Item# BC085 | Mfg# B538



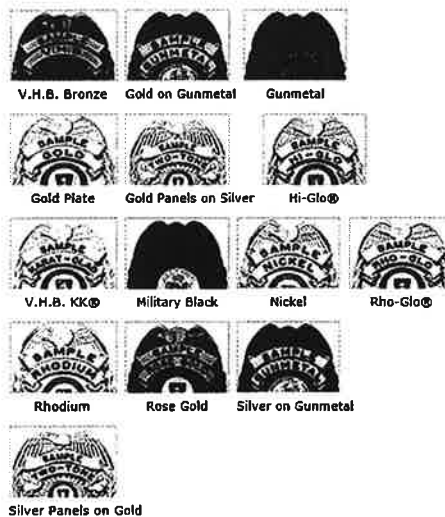
Available Finishes

Dimensions

Width : 1 3/4"
Height : 3"

Construction

DAP : FLAT
Applied Panel Badge : No
Lettering Panels : 4
Construction : SHELL
Reverse Enamel : No
Minimum Seal Size : 15/16"
Maximum Seal Size : 1 1/16"
Default Seal Size : 15/16"
Leather Cutout : The Strong Leather cut-out shape for this badge style is 346.
Alternate SKU :



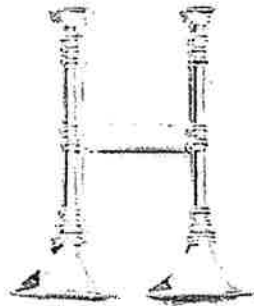


COLLAR BRASS

Item# CB056, CB057, CB058, CB059, CB060, CB061 | Mfg# J50-J55



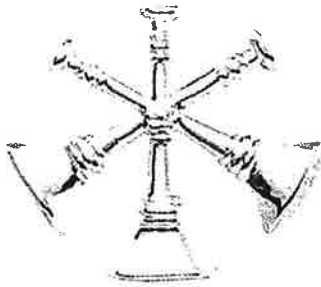
Dimensions: 5/16" (W) x 13/16"



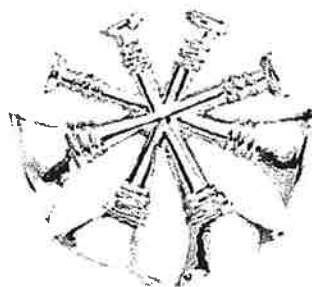
Dimensions: 11/16" (W) x 13/16" (H)



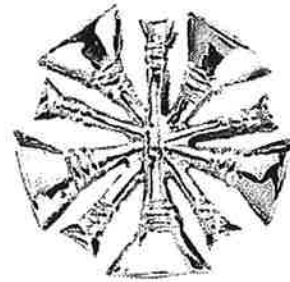
Dimensions: 3/4" (W) x 3/4" (H)



Dimensions: 7/8" (W) x 7/8"



Dimensions: 15/16" (W) x 13/16" (H)



Dimensions: 7/8" (W) x 7/8" (H)

Available Finishes



GOL-TONE®



Nickel



HAT BADGE

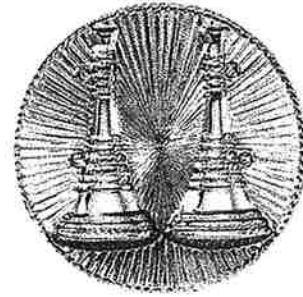
Mfg# A2327, A2912, A175, A2910, A1962, A2811



Dimensions: 1 5/8" (D)



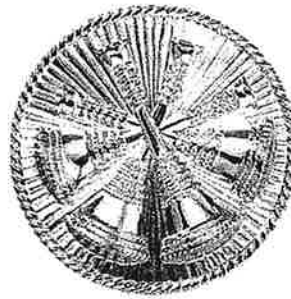
Dimensions: 1 9/16" (D)



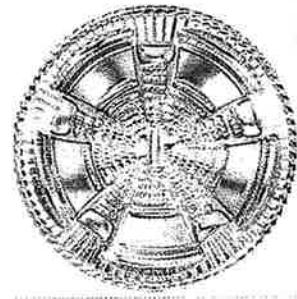
Dimensions: 1 1/2" (D)



Dimensions: 1 9/16" (D)



Dimensions: 1 9/16" (D)



Dimensions: 1 9/16" (D)

Dimensions

Diameter : 1 9/16"

Construction

DAP : FLAT

Applied Panel Badge : No

Lettering Panels : 0

Construction : SOLID

Reverse Enamel : No

Minimum Seal Size : 1/2"

Maximum Seal Size : 1/2"

Default Seal Size : 1/2"

Leather Cutout :

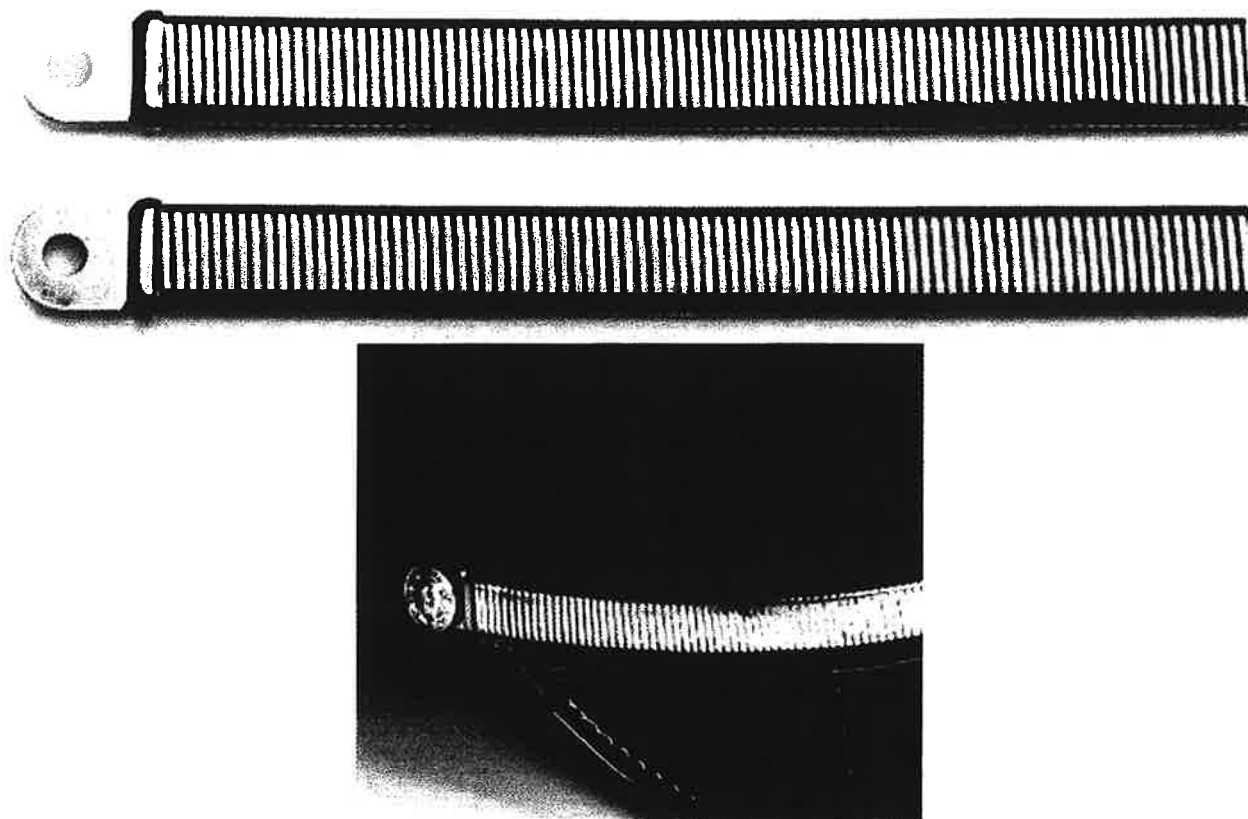
Available Finishes





BAYLY EXPANSION STRAPS FOR DUTY CAPS

Item# HW143 / Mfg# 11-003



Add a special touch to your professional duty cap with a gold or silver metal expansion strap that fits any size cap.

Buttons not included.



WATERBURY SMALL 'P' BUTTONS

Item# UN238 / Mfg# 1-00190-2434



Waterbury Small "P" Buttons. Sold individually.



***FLYING CROSS 'P' BUTTON FOR FLYING
CROSS UNIFORM JACKET (6 PACK)***

Item# UA318 / Mfg# 1-00190-36PB



Use these buttons with your Flying Cross Uniform Jacket. Pack of six.

Price varies according to the size ordered.



CERTIFICATE OF LIABILITY INSURANCE

9/30/2017

DATE (MM/DD/YYYY)

9/28/2016

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

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

PRODUCER Lockton Companies
195 Scott Swamp Road, Suite 201
Farmington CT 06032
860-678-4000

CONTACT
NAME:
PHONE
(A/C, No, Ext):
E-MAIL
ADDRESS:

FAX
(A/C, No):

INSURED
1345090 Galls, LLC
1340 Russell Cave Road
Lexington KY 40505

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Fire Insurance Company		23035
INSURER B: Liberty Insurance Corporation		42404
INSURER C: Chubb Custom Insurance Company		38989
INSURER D: Navigators Specialty Insurance Company		36056
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 11469874

REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N N	TB7-Z11-261104-036	9/30/2016	9/30/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☒ Comp: \$1,000 ☒ Coll: \$1,000	N N	AS2-Z11-261104-026	9/30/2016	9/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION S	N N	79940689	9/30/2016	9/30/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N N/A	WC7-Z11-261104-016	9/30/2016	9/30/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Umbrella	N N	IS16EXC8845251C	9/30/2016	9/30/2017	Limit: \$15,000,000; XS \$10,000,000

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

CERTIFICATE HOLDER

11469874
EVIDENCE OF INSURANCE

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

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City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0478

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 4

ASSISTANCE TO FIREFIGHTERS GRANT:

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A 90/10 ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF \$110,001.00 FOR THE PURCHASE OF A MOBILE AIR CASCADE SYSTEM TRAILER FOR THE FIRE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT TO PROVIDE FOR MATCHING FUNDS IN THE AMOUNT OF \$10,999.00 AND A PROJECT CONTINGENCY IN THE AMOUNT OF \$18,150.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the acceptance of a 90/10 Assistance to Firefighters Grant from the Federal Emergency Management Agency in the amount of \$110,001.00 for the purchase of a Mobile Air Cascade System Trailer for the Fire Department.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution, to provide for matching funds in the amount of \$10,999.00 and a project contingency in the amount of \$18,500.00.

City of Fayetteville Staff Review Form

2017-0478

Legistar File ID

9/19/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

David Dayringer

8/29/2017

Fire /
Fire Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a resolution authorizing acceptance of an Assistance To Firefighters Grant from The Department of Homeland Security's Federal Emergency Management Agency (FEMA) in the amount of \$110,001, and approving a budget adjustment to the Fire FEMA Grant 31705.1 project which utilizes Fire ACT 833 Revenue for the 10% grant match (\$10,999) and 15% contingency funds (\$18,150) to allow total funding of \$139,150 for the Mobile Air Cascade System Trailer per AFG Grant Guidelines.

Budget Impact:

2230.900.8005-5801.00

Special Grants

Account Number

Fund

31705.1

Fire FEMA Grant--Mobile Cascade System

Project Number

Project Title

Budgeted Item? No

Current Budget

\$ -

Funds Obligated

\$ -

Current Balance

\$ -

Does item have a cost? Yes

Item Cost

\$ 121,000.00

Budget Adjustment Attached? Yes

Budget Adjustment

\$ 139,150.00

Remaining Budget

\$ 18,150.00

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 19, 2017

TO: Mayor and City Council

FROM: David Dayringer, Fire Chief

DATE: August 29, 2017

SUBJECT: Approval of a resolution authorizing acceptance of an Assistance to Firefighters Grant from The Department of Homeland Security's Federal Emergency Management Agency (FEMA) in the amount of \$110,001, and approving a budget adjustment.

RECOMMENDATION:

Approval of a resolution authorizing acceptance of an Assistance To Firefighters Grant from The Department of Homeland Security's Federal Emergency Management Agency (FEMA) in the amount of \$110,001, and approving a budget adjustment to the Fire FEMA Grant 31705.1 project which utilizes Fire ACT 833 Revenue for the 10% percent grant match (\$10,999) and 15% contingency funds (\$18,150) to allow total funding of \$139,150 for the Mobile Air Cascade System Trailer per AFG Grant Guidelines.

BACKGROUND:

The Department of Homeland Security (DHS) Federal Emergency Management Agency's (FEMA) Grant Programs Directorate implements and administers the Assistance to Firefighters (AFG) Grants. The purpose of the AFG Program is to enhance, through direct financial assistance, the health and safety of the public and firefighting personnel and to provide a continuum of support for emergency responders regarding fire, medical, and all-hazard events. The Fire Department applied to the AFG grant program to request funding for a mobile cascade system trailer.

DISCUSSION:

We will use the grant to purchase a mobile cascade system trailer for self-contained breathing apparatus (SCBA). The mobile cascade system trailer will allow the SCBA used by firefighters to be immediately refilled while on the scene of a blaze or during training exercises. It will not only benefit the city's firefighters but also our automatic aid and training partners across the region.

BUDGET/STAFF IMPACT:

Approving a budget adjustment to the Fire FEMA Grant 31705.1 project which utilizes Fire ACT 833 Revenue for the 10% grant match (\$10,999) and 15% contingency funds (\$18,150) to allow total funding of \$139,150 for the Mobile Cascade System Trailer per AFG Grant Guidelines.

Attachments:

Grant Award Letter and Documents, Budget Adjustment

Amendment Package



Federal Emergency Management Agency
Washington, D.C. 20472

Mr David Dayringer
City of Fayetteville Fire Department
303 W Center St
Fayetteville, Arkansas 72701-5102

Re: Grant No. EMW-2016-FO-06582

Dear Mr Dayringer:

This letter is in written response to your amendment request regarding a cost change within your grant. The approved increase is \$63,000 to your total grant request. The total revised grant amount as a result of this amendment is \$121,000, \$110,001 is the Federal share and \$10,999 is your share of the cost. All other terms and conditions of the grant remain unchanged, except as noted per your amendment. Please maintain copies of all bids/quotes, purchase receipts, vouchers, etc., along with a copy of this letter in your grant file. All other terms and conditions remain unchanged.

If you have any further questions and/or concerns please contact deneen.thompson@fema.dhs.gov at (202) 212-5716.

Sincerely,

(Insert assigned grant specialists for the state name here)
Grant Management Specialist

Summary Award Memo

SUMMARY OF ASSISTANCE ACTION
ASSISTANCE TO FIREFIGHTERS GRANT PROGRAM - FIRE PREVENTION AND SAFETY GRANTS
Application

INSTRUMENT: GRANT
AGREEMENT NUMBER: EMW-2016-FO-06582
GRANTEE: City of Fayetteville Fire Department
DUNS Number: 883381550
AMOUNT: \$121,000.00, Operations and Safety

Project Description

The purpose of the Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards.

After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application, and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants program's purpose and worthy of award. The projects approved for funding are indicated by the budget or negotiation comments below. The recipient shall perform the work described in the grant application for the recipient's approved project or projects as itemized in the request details section of the application and further described in the grant application narrative. The content of the approved portions of the application - along with any documents submitted with the recipient's application - are incorporated by reference into the terms of the recipient's award. The recipient may not change or make any material deviations from the approved scope of work outlined in the above referenced sections of the application without prior written approval, via amendment request, from FEMA.

Period of Performance

24-JUL-17 to 23-JUL-18

Amount Awarded

The amount of the award is detailed in the attached Obligating Document for Award. The following are the budgeted estimates for object classes for this grant (including Federal share plus recipient match):

Personnel	\$0.00
Fringe Benefits	\$0.00
Travel	\$0.00
Equipment	\$121,000.00

Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect Charges	\$0.00
Total	\$121,000.00

NEGOTIATION COMMENTS IF APPLICABLE (max 8000 characters)**FEMA Officials**

Program Officer: The Program Specialist is responsible for the technical monitoring of the stages of work and technical performance of the activities described in the approved grant application. If you have any programmatic questions regarding your grant, please call the AFG Help Desk at 866-274-0960 to be directed to a program specialist.

Grants Assistance Officer: The Assistance Officer is the Federal official responsible for negotiating, administering, and executing all grant business matters. The Officer conducts the final business review of all grant awards and permits the obligation of federal funds. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a Grants Management Specialist.

Grants Operations POC: The Grants Management Specialist shall be contacted to address all financial and administrative grant business matters for this grant award. If you have any questions regarding your grant please call ASK-GMD at 866-927-5646 to be directed to a specialist.

ADDITIONAL REQUIREMENTS (IF APPLICABLE)

Agreement Articles



FEMA

U.S. Department of Homeland Security
Washington, D.C. 20472

AGREEMENT ARTICLES

Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants

GRANTEE: City of Fayetteville Fire Department

PROGRAM: Assistance to Firefighters Grant Program - Fire Prevention and Safety Grants

AGREEMENT NUMBER: EMW-2016-FO-06582

AMENDMENT NUMBER: 1

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Article XL	Disposition of Equipment Acquired Under the Federal Award
Article XLI	Environmental Planning and Historic Preservation Screening

I. Assurances, Administrative Requirements and Cost Principles

Recipients of DHS federal financial assistance must complete OMB Standard Form 424B Assurances - Non-Construction Programs. Certain assurances in this document may not be applicable to your program, and the awarding agency may require applicants to certify additional assurances. Please contact the program awarding office if you have any questions.

The administrative requirements and cost principles that apply to DHS award recipients originate from:

2 C.F.R. Part 200, Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards, as adopted by DHS at 2 C.F.R. Part 3002.

II. Acknowledgement of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

III. **Activities Conducted Abroad**

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

IV. **Age Discrimination Act of 1975**

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

V. **Americans with Disabilities Act of 1990**

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101-12213).

VI. **Best Practices for Collection and Use of Personally Identifiable Information (PII)**

All recipients who collect PII are required to have a publically-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) respectively.

VII. **Title VI of the Civil Rights Act of 1964**

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VIII. **Civil Rights Act of 1968**

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 *et seq.*), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features (see [24 C.F.R. § 100.201](#)).

IX. **Copyright**

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government

(e.g., classified information or other information subject to national security or export control laws or regulations).

X. **Debarment and Suspension**

All recipients must comply with Executive Orders 12549 and 12689, which provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

XI. **Drug-Free Workplace Regulations**

All recipients must comply with the *Drug-Free Workplace Act of 1988* (41 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R. Part 3001.

XII. **Duplication of Benefits**

Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

XIII. **Energy Policy and Conservation Act**

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

XIV. **Reporting Subawards and Executive Compensation**
a. Reporting of first-tier subawards.

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For

example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. Reporting Total Compensation of Recipient Executives.

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received-

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at <https://www.sam.gov>.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if-

i. in the subrecipient's preceding fiscal year, the subrecipient received-

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

i. Subawards,

and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward*:

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus*.

ii. *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical

reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified.*

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XV. False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of 31 U.S.C. §3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.

XVI. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

XVII. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XVIII. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. §2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, 15 U.S.C. §2225.

XIX. Limited English Proficiency (Civil Rights Act of 1964, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients

are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, *DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

XX. Lobbying Prohibitions

All recipients must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.

XXI. Non-supplanting Requirement

All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

XXII. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

XXIII. Procurement of Recovered Materials

All recipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the

item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XXIV. Contract Provisions for Non-federal Entity Contracts under Federal Awards

a. Contracts for more than the simplified acquisition threshold set at \$150,000.

All recipients who have contracts exceeding the acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by Civilian Agency Acquisition Council and the Defense Acquisition Regulation Council as authorized by 41 U.S.C. §1908, must address administrative, contractual, or legal remedies in instance where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.

b. Contracts in excess of \$10,000.

All recipients that have contracts exceeding \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

XXV. SAFECOM

All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

XXVI. Terrorist Financing E.O. 13224

All recipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

XXVII. Title IX of the Education Amendments of 1972 (Equal Opportunity in Education Act)

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity

receiving Federal financial assistance. Implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19

XXVIII. Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act (TVPA) of 2000*, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, *Federal Register*, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.

XXIX. Rehabilitation Act of 1973

All recipients of must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

XXX. USA Patriot Act of 2001

All recipients must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act)*, which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

XXXI. Use of DHS Seal, Logo and Flags

All recipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

XXXII. Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

XXXIII. DHS Specific Acknowledgements and Assurances

All recipients must acknowledge and agree-and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree-to comply with applicable provisions

governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance review or complaint investigation conducted by DHS.
2. Recipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

XXXIV. System of Award Management and Universal Identifier Requirements

A. Requirement for System of Award Management

Unless exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for unique entity identifier

If authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you.
2. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

C. Definitions

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
 - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
 - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- a. Receives a subaward from you under this award;
and
- b. Is accountable to you for the use of the Federal funds provided by the subaward.

XXXV. Animal Welfare Act of 1966

All recipients of financial assistance will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.

XXXVI. Protection of Human Subjects

All recipients of financial assistance will comply with the requirements of the Federal regulations at 45 CFR Part 46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part 46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part 46.

XXXVII. Incorporation by Reference of Notice of Funding Opportunity

The Notice of Funding Opportunity for this program is hereby incorporated into your award agreement by reference. By accepting this award, the recipient agrees that all allocations and use of funds under this grant will be in accordance with the requirements contained in the Notice of Funding Opportunity.

XXXVIII. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. If you have questions about these

procedures, please contact the AFG Help Desk at 1-866-274-0960, or send an email to firegrants@dhs.gov.

XXXIX. Prior Approval for Modification of Approved Budget

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. § 200.308. For awards with an approved budget greater than \$150,000, you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

XL. Disposition of Equipment Acquired Under the Federal Award

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. § 200.313.

XLI. Environmental Planning and Historic Preservation Screening

AFG funded activities (Modification to Facility or Equipment) that may require an EHP review, involving the installation or requiring renovations to facilities, including but not limited to air compressor/fill station/cascade system (Fixed) for filling SCBA, air improvement systems, alarm systems, antennas, gear dryer, generators (fixed), permanently mounted signs, renovations to facilities, sprinklers, vehicle exhaust systems (fixed) or washer/extractors are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process.

FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders.

To access the FEMA's Environmental and Historic Preservation (EHP) screening form and instructions go to our Department of Homeland Security/Federal Emergency Management Agency-website at: <https://www.fema.gov/library/viewRecord.do?id=6906>

In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

1a. AGREEMENT NO. EMW-2016-FO-06582	2. AMENDMENT NO. 1	3. RECIPIENT NO. 71-6018462	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX01287N2017T
6. RECIPIENT NAME AND ADDRESS City of Fayetteville Fire Department 303 W Center St Fayetteville Arkansas, 72701-5102	7. ISSUING OFFICE AND ADDRESS FEMA/Financial and Grants Management Division 500 C Street, S.W., Room 350 Washington DC, 20472 POC: KATRICE HAGAN	8. PAYMENT OFFICE AND ADDRESS FEMA/Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20472		
9. NAME OF RECIPIENT PROJECT OFFICER David Dayringer	PHONE NO. 4795758365	10. NAME OF PROJECT COORDINATOR Catherine Patterson	PHONE NO. 1-866-274-0960	
11. EFFECTIVE DATE OF THIS ACTION 24-JUL-17	12. METHOD OF PAYMENT SF-270	13. ASSISTANCE ARRANGEMENT Cost Sharing	14. PERFORMANCE PERIOD From:24-JUL-17 To:23-JUL-18	

Budget Period
From:29-JAN-17 To:30-SEP-17

15. DESCRIPTION OF ACTION

a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
AFG	97.044	2017-F6-C111-P4310000-4101-D	\$52,728.00	\$57,273.00	\$110,001.00	\$10,999.00
TOTALS			\$52,728.00	\$57,273.00	\$110,001.00	\$10,999.00

b. To describe changes other than funding data or financial changes, attach schedule and check here.
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)

Assistance to Firefighters Grant - Fire Prevention and Safety Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN

This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)
N/A

DATE
N/A

18. FEMA SIGNATORY OFFICIAL (Name and Title)
KATRICE HAGAN

DATE
23-AUG-17

Close Window

City of Fayetteville, Arkansas - Budget Adjustment Form (Legistar)

Budget Year 2017	Division /Org2 FIRE (300) Requestor: David Dayringer	Adjustment Number
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BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

Approval of a resolution authorizing acceptance of an Assistance To Firefighters Grant from The Department of Homeland Security's Federal Emergency Management Agency (FEMA) in the amount of \$110,001, and approving a budget adjustment to the Fire FEMA Grant 31705.1 project which utilizes Fire ACT 833 Revenue for the 10% grant match (\$10,999) and 15% contingency funds (\$18,150) to allow total funding of \$139,150 for the Mobile Air Cascade System Trailer per AFG Grant Guidelines.

RESOLUTION/ORDINANCE	COUNCIL DATE:	9/19/2017
	LEGISTAR FILE ID#:	2017-0478
	<i>Barbara Fell</i> 8/30/2017 7:23 AM	
	Budget Director	Date
	TYPE:	
	DESCRIPTION:	
	GLDATE:	
	POSTED:	/

TOTAL		139,150	139,150				v.20161220
Account Number	Increase / (Decrease)		Project.Sub#		AT	Account Name	
	Expense	Revenue	Project	Sub			
1010.300.3020-7602.28	29,149	-	33047	1	EX	**Transfers To Funds - Special Grants	
1010.300.3020-5911.00	(29,149)		33047	900	EX	Contingency - Savings Other	
2230.900.8005-6602.01	-	29,149	31705	1	RE	**Transfer from Fund - General	
2230.900.0923-4309.00		110,001	31705	1	RE	Federal Grants - Capital	
2230.900.8005-5801.00	139,150		31705	1	EX	**Fixed Assets - :	
		-					
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	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					
	-	-					



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0466

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 5

BID #17-61 BENCHMARK CONSTRUCTION OF NWA, INC.:

A RESOLUTION TO AWARD BID #17-61 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$263,800.00 FOR PHASE ONE OF THE REMOVAL AND REPLACEMENT OF WINDOWS AT CITY HALL, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,000.00

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #17-61 and authorizes Mayor Jordan to sign a contract with Benchmark Construction of NWA, Inc. in the amount of \$263,800.00 for phase one of the removal and replacement of windows at City Hall, and further approves a project contingency in the amount of \$50,000.00.

City of Fayetteville Staff Review Form

2017-0466

Legistar File ID

9/19/2017

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

Wade Abernathy

9/1/2017

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a Contract in the amount of \$263,800 with Benchmark Construction for the removal and replacement of windows at City Hall Bid #17-61 and approve a project contingency in the amount of \$50,000.

Budget Impact:

4470.140.8900.00

Sale Tax Cap Imp

Account Number

Fund

02046.1

Building Improvements

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 684,967.81

Funds Obligated \$ -

Current Balance \$ 684,967.81

Does item have a cost? Yes

Item Cost \$263,800.00

Budget Adjustment Attached? NA

Budget Adjustment

Remaining Budget \$ 421,167.81

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 19, 2017

TO: Mayor Lioneld Jordan and City Council

THRU: Paul A Becker, Chief Financial Officer

FROM: Wade Abernathy Facilities Management/Building Construction Manager

DATE: September 1, 2017

SUBJECT: Approval of a Contract in the amount of \$263,800 with Benchmark Construction for the removal and replacement of windows at City Hall Bid #17-61, and approval of project contingency.

RECOMMENDATION:

Staff recommends approval of a contract with Benchmark Construction in the amount of \$263,800 for the removal and replacement of the windows on the 4th and 3rd floors of City Hall as well as a contingency in the amount of \$50,000.

BACKGROUND:

The existing windows in City Hall were installed during the 1982 renovation. The condition of the 35-year-old windows show the window panes have compromised seals, the weather stripping between the sashes is deteriorated, and the calking around the perimeter of the window is cracked and or missing. All issues resulting in decreased energy efficiency, occupant discomfort, and reduced visibility. Staff in conjunction with Sustainability estimated approximately \$6,000 per year of energy loss from the existing windows.

In May 2016, thru RFQ 16-01, deMx architecture was engaged to begin preparing schematics and then bid documents based on Administration's and Staff's request for an affordable, commercial grade, high efficient window replacement. The windows are to be low-e, argon filled, with thermal break construction on the frames. The glass will also be tempered. This is phase 1 of a 3-phase, 3-year replacement plan. Phase 2 in 2018 is to include storefront window and doors on the main floor, and Phase 3 in 2019 is to include the skylight replacement.

DISCUSSION:

On August 10, 2017 3 bids were received. The low bidder was deemed non-responsive due to writing in exclusions on the bid form. The remaining 2 bids were over the certified fund amount; therefore, all bids were rejected.

On September 1, the project was re-bid with the lowest responsive bid of \$263,800 from Benchmark Construction.

BUDGET/STAFF IMPACT:

This project will be funded from the 2017 CIP Project 02046 Building Improvements, Sub project .1 Building Improvements City Hall.

Attachments:

Contract with Benchmark Construction
Official Bid Tabulation



This contract executed this ____ day of _____, 2017, between the City of Fayetteville, Arkansas (City), and Benchmark Construction of NWA, Inc. in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Benchmark Construction of NWA, Inc. at its own cost and expense shall furnish all labor, materials, supplies, machinery, equipment, tools, supervision, bonds, insurance, tax permits, and all other accessories and services necessary to complete items bid per Bid 17-61 as stated in Benchmark Construction of NWA, Inc. bid proposal, and in accordance with specifications attached hereto and made a part hereof under Bid 17-61, all included herein as if spelled out word for word.
2. The City of Fayetteville shall pay Benchmark Construction of NWA, Inc. based on their bid proposal in an amount not to exceed \$263,800. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after acceptance of invoice.
3. The Contract documents which comprise the contract between the City of Fayetteville and Benchmark Construction of NWA, Inc. consist of this Contract and the following documents attached hereto, and made a part hereof:
 - A. Bid form identified as Invitation to Bid 17-61 with the specifications and conditions typed thereon.
 - B. Benchmark Construction of NWA, Inc. bid proposal.
 - C. The Notice to Prospective Bidders and the Bid Tabulation.
4. These Contract documents constitute the entire agreement between the City of Fayetteville and Benchmark Construction of NWA, Inc. and may be modified only by a duly executed written instrument signed by the City of Fayetteville and Benchmark Construction of NWA, Inc.
5. Benchmark Construction of NWA, Inc. shall not assign its duties under the terms of this agreement.
6. Benchmark Construction of NWA, Inc. agrees to hold the City of Fayetteville harmless and indemnify the City of Fayetteville, against any and all claims for property damage, personal injury or death, arising from Benchmark Construction of NWA, Inc. performance of this contract. This clause shall not in any form or manner be construed to waive that tort immunity set forth under Arkansas Law.
7. Benchmark Construction of NWA, Inc. shall furnish a certificate of insurance addressed to the City of Fayetteville, showing that he carries the following insurance which shall be maintained throughout the term of the Contract. Any work sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, Benchmark Construction of NWA, Inc. shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workmen's Compensation

Statutory Amount

Comprehensive General &
Automobile Insurance

Bodily Injury Liability

\$500,000 for each person injured.

\$1,000,000 for each accident.

Property Damage Liability

\$1,000,000 aggregate.

The premiums for all insurance and the bond required herein shall be paid by Benchmark Construction of NWA, Inc.

8. Benchmark Construction of NWA, Inc. to furnish proof of licensure as required by all local and state agencies.
9. This contract may be terminated by the City of Fayetteville or Benchmark Construction of NWA, Inc. with 30 days written notice.
10. This project shall be completed within 30 calendar days from issue date of Notice to Proceed.
11. Liquidated Damages: N/A
12. Freedom of Information Act: City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the contractor will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. 25-19-101 et. Seq.). Only legally authorized photo copying costs pursuant to the FOIA may be assessed for this compliance.
13. Changes in Scope or Price: Changes, modifications, or amendments in scope, price or fees to this contract shall not be allowed without a prior formal contract amendment approved by the Mayor and the City Council in advance of the change in scope, cost or fees.

WITNESS OUR HANDS THIS _____ DAY OF _____, 2017.

Benchmark Construction of NWA, Inc.

CITY OF FAYETTEVILLE, ARKANSAS

By: [Signature]
Signature

By: _____
LIONELD JORDAN, Mayor

STEPHEN SMITH, CEO
Printed Contractor Name & Title

ATTEST (Signature)

ATTEST: (Signature)

Company Secretary (Printed Name)

Sondra Smith, City Clerk

Business Address
333 W. DOPLAR ST, STE A
FAYETTEVILLE, AR 72703
City, State & Zip Code

Date Signed: 9-1-17

Date Signed: _____



CITY OF
FAYETTEVILLE
ARKANSAS

City Hall Window Replacement

Bid No. 17-61
Official Bid Tabulation

Bid No. 17-61
Date: 09.01.2017
Time: 2:00 PM

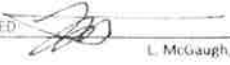
Donald Jordan, Mayor

Number of Addendums: 1

Certification of Funds: \$ 250,000.00
Max Bid Award Limit: \$ 312,500.00

Item	Description	Qty	Benchamrk Construction of NWA, Inc	East Harding Construction
			Total Price	Total Price
1	Window Replacement for City Hall (Total Lump Sum)	1	\$263,800.00	\$267,382.00

CERTIFIED


L. McLaughlin, Purchasing Agent


Witness


Date

9/1/2017

*NOTE: Bid award is contingent upon vendor meeting minimum specifications and formal authorization by City officials



5500 Euper Lane
PO Box 3529
Ft. Smith, AR 72913 (479) 452-4000
www.bhca.com

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we
(Here insert full name and address or legal title of Contractor)

Benchmark Construction of NWA, Inc.

333 West Poplar, Ste A

Fayetteville, AR 72703

as Principal, hereinafter called the Principal, and
(Here insert full name and address or legal title of Surety)

Westfield Insurance Company

P. O. Box 5001

Westfield Center, OH 44251-5001

a corporation duly organized under the laws of the State of Ohio
as Surety, hereinafter called the Surety, are held and firmly bound unto
(Here insert full name and address or legal title of Owner)

City of Fayetteville

113 W. Mountain Street

Fayetteville, AR 72701

as Oblige, hereinafter called the Oblige, in the sum of **FIVE PERCENT OF THE TOTAL AMOUNT BID**

Dollars (\$ **5%**), for the payment

of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Window Replacement Fayetteville City Hall**

(Here insert full name, address and description of project)

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this

1st

day of **September**

2017


(Witness)

Benchmark Construction of NWA, Inc.

(Principal)

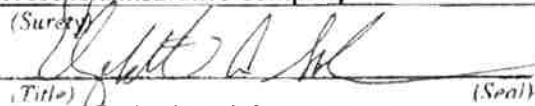
(Seal)


(Title)

Westfield Insurance Company

(Surety)


(Witness)


(Title)

(Seal)

Elizabeth A. Solomon, Attorney-In-Fact

THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/15/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0320052 04

General
Power
of Attorney

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
SAM B. HILLER, LARRY R. CLARK, JANICE A. BUTLER, SCOTT R. CLARK, MARTY C. CLARK, VICCI L. HILLER, SHANNON C. SCHMIDLY, ELIZABETH A. SOLOMON, SARAH K. DAY, MARY ANN JUSTICE, JOINTLY OR SEVERALLY

of **FORT SMITH** and State of **AR** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of Indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **15th** day of **FEBRUARY** A.D., **2017**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss:

On this **15th** day of **FEBRUARY** A.D., **2017**, before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **1st** day of **September** A.D. **2017**



Frank A. Carrino, Secretary



CITY OF
FAYETTEVILLE
ARKANSAS

Project Check List

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



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

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.



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



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



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



All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: BENCHMARK CONSTRUCTION

ARKANSAS CONTRACTORS LICENSE NUMBER: 0033500518

City of Fayetteville
Bid 17-61, Construction – City Hall Window Replacement Rebid
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 17-61, Construction – City Hall Window Replacement Rebid

The City of Fayetteville is accepting bids from properly licensed and authorized firms for the purchase of new windows, removal/disposal of old windows, and installation of new windows for City Hall. Questions should be addressed to Les McGaugh, Purchasing Agent at lmcgaugh@fayetteville-ar.gov or by calling (479) 575-8220.

All bids shall be submitted in a sealed envelope or package labeled with the project name and/or description. All bids shall be received by **Friday September 01, 2017 before 2:00 PM**, local time at the City of Fayetteville, Purchasing Division address listed below. A public bid opening will be conducted shortly after the deadline at City Hall. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids.

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

Bidding documents and plans shall be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Purchasing Division. Addendums and updated plan holder listings will be posted on the City's website at <http://fayetteville-ar.gov/bids>.

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, via e-mail. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

A non-mandatory Pre-Bid meeting will be held **Monday August 21, 2017 at 2:00 PM** in the Room 326 113 W Mountain ST, Fayetteville, AR. All interested parties are encouraged to attend.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bid and license shall be valid at the time of bid deadline.

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

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty (60) days from the bid opening date.

City of Fayetteville
By: Les McGaugh, Purchasing Agent
P: 479.575.8220 Email: lmcgaugh@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 08/14/2017 & 08/21/17

City of Fayetteville

Bid 17-44, Construction – City Hall Window Replacement

Bid Form

Contract Time: 60 Calendar Days from window approval

ITEM	DESCRIPTION	QTY	UNIT	TOTAL PRICE
1	Window Replacement for City Hall (Total Lump Sum)	1	LS	\$ 263,800 ⁰⁰

THIS BID FORM CONTINUES ON THE NEXT PAGE.

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

2) RELATIONSHIP EXISTS (Please explain): _____

- City of Fayetteville, AR
 Bid 17-61, Construction – City Hall Window Replacement, Rebid
 Page 6 of 55

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: BENCHMARK CONST OF NWA, INC.

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name N/A

*BUSINESS ADDRESS: 333 W. POPLAR ST, STE 'A'

*CITY: FAYETTEVILLE *STATE: AR *ZIP: 72703

*PHONE: 479 251 1316 FAX: 251-1319

*E-MAIL: BENCHMARKCONST@ATTI.NET

*BY: (PRINTED NAME) STEPHEN SMITH

*AUTHORIZED SIGNATURE: [Signature]

*TITLE: CEO

DUNS NUMBER: — CAGE NUMBER: —

*TAX ID NUMBER: 71-0477532

Acknowledge Addendums:

Addendum No. 1 Dated: 8-24 Acknowledged by: [Signature]

Addendum No. — Dated: — Acknowledged by: —

Addendum No. — Dated: — Acknowledged by: —

Addendum No. — Dated: — Acknowledged by: —



CITY OF
FAYETTEVILLE
ARKANSAS

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 17-61, Construction – City Hall Window Replacement Re-Bid

DEADLINE: Friday, September 01, 2017 before 2:00:00 PM, Local Time

PRE-BID: Monday August 21, 2017 at 2:00 PM; Local Time, Room 326

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: Mon. August 14, and August 21, 2017

INVITATION TO BID

Bid 17-61, Construction – City Hall Window Replacement Re-Bid

No late bids will be accepted. Bids shall be submitted in sealed envelopes labeled with the name and address of the bidder. All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection.

NOTICE TO ALL BIDDERS:

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, via e-mail at lmcgaugh@fayetteville-ar.gov. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED. Interested parties are responsible for printing. All bids will be distributed electronically from the City of Fayetteville Purchasing Division. Receiving electronic links from the City of Fayetteville, AR automatically registers you as a plan holder.

E-MAILED BID PACKAGE INCLUDES LINKS TO THE FOLLOWING FILES:

FILE #1: PROJECT MANUAL: 58 total pages

FILE #2: PROJECT DRAWINGS: 3 total pages

*Additional files added as addendums are issued. Addendums will be directly e-mailed to all listed plan holders and posted on the City's website.

*PLAN HOLDER LISTINGS & ADDENDUMS WILL BE POSTED AT: <http://fayetteville-ar.gov/bids>

Bidder shall assume all responsibility for receiving updates and any addenda issued to this project by monitoring <http://fayetteville-ar.gov/bids>. Failure to acknowledge addenda issued as instructed could result in bid rejection.

Project Manual



CITY OF FAYETTEVILLE,
ARKANSAS

CONSTRUCTION – City Hall Window Replacement

BID # 17-61
Date: August 2017



Project Check List

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

☐

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

- In lieu of a bid bond, the bidder may submit a cashier's check from a bank located in the State of Arkansas for at least five percent (5%) of the amount bid (inclusive of any deductive alternates). Cashiers checks shall be made payable to the City of Fayetteville, AR.

☐

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

☐

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

☐

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

☐

All bid documents shall be delivered in a sealed envelope to the address listed below before the stated deadline on the coversheet of the bid. All bids should be delivered with the name of the bidder (contractor) on the sealed envelope as well as the bidders Arkansas Contractor's License Number.

City of Fayetteville, AR
Purchasing Division – Suite 306
113 W. Mountain
Fayetteville, AR 72702

CONTRACTOR NAME: _____

ARKANSAS CONTRACTORS LICENSE NUMBER: _____

City of Fayetteville
Bid 17-61, Construction – City Hall Window Replacement Rebid
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 17-61, Construction – City Hall Window Replacement Rebid

The City of Fayetteville is accepting bids from properly licensed and authorized firms for the purchase of new windows, removal/disposal of old windows, and installation of new windows for City Hall. Questions should be addressed to Les McGaugh, Purchasing Agent at lmcgaugh@fayetteville-ar.gov or by calling (479) 575-8220.

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Purchasing Division – Room 306
113 West Mountain Street
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Bidding documents and plans shall be obtained by the City of Fayetteville Purchasing Division electronically. No partial sets shall be issued. Plans may also be reviewed only at the Fayetteville Purchasing Division. Addendums and updated plan holder listings will be posted on the City's website at <http://fayetteville-ar.gov/bids>.

All vendors intending on bidding SHALL register as a plan holder by notifying Les McGaugh, via e-mail. When registering as a plan holder, vendors shall submit primary contact information including name of contractor, primary contact, phone number, fax number, and physical address. **FAILURE TO REGISTER AS A PLAN HOLDER CAN RESULT IN YOUR BID BEING REJECTED.**

A non-mandatory Pre-Bid meeting will be held **Monday August 21, 2017 at 2:00 PM** in the Room 326 113 W Mountain ST, Fayetteville, AR. All interested parties are encouraged to attend.

Each bid shall be accompanied by a cashier's check from a bank doing business in the State of Arkansas or a corporate bid bond in an amount not less than five (5) percent of the amount bid. A one hundred percent (100%) performance and payment bond is required with the contract awarded and shall be file marked by the Washington County Circuit Clerk's Office upon receipt to the City. A State of Arkansas Contractor's License is required for all bid and license shall be valid at the time of bid deadline.

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

The City of Fayetteville reserves the right to waive irregularities, reject bids, and postpone the award of any Contract for a period of time which shall not exceed beyond sixty (60) days from the bid opening date.

City of Fayetteville
By: Les McGaugh, Purchasing Agent
P: 479.575.8220 Email: lmcgaugh@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 08/14/2017 & 08/21/17

Contract Time: 60 Calendar Days from window approval

ITEM:	DESCRIPTION	QTY		*TOTAL PRICE
1	Window Replacement for City Hall (Total Lump Sum)	1	LS	\$ _____

THIS BID FORM CONTINUES ON THE NEXT PAGE.

EXECUTION OF BID -

Actual specification of any deficient item shall be noted on the bid sheet or separate attachment. If specifications of item bid differ from provided literature, deviation shall be documented and certified by the manufacturer as a regular production option.

Upon signing this Bid, the bidder certifies that:

1. He/she has read and agrees to the requirements set forth in this proposal, including specifications, terms, standard conditions, and any pertinent information regarding the articles being bid on.
2. Unless otherwise noted and explained, the unit bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. The Bidder can and will comply with all specifications and requirements for delivery, documentation and support as specified herein.
4. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein is accurate and true.
5. Bidder shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment in addition to all federal, state, and local laws.
6. Bidder shall disclose any possible conflict of interest with the City of Fayetteville, including, but not limited to, any relationship with any City of Fayetteville employee. Response shall disclose if a known relationship exists between any principal or employee of your firm and any City of Fayetteville employee or elected City of Fayetteville official. If no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response.

_____ 1.) NO KNOWN RELATIONSHIP EXISTS

_____ 2.) RELATIONSHIP EXISTS (Please explain): _____

7. Bidder will perform the Work in compliance with all applicable trench safety standards set forth in Occupational Safety and Health Administration (OSHA) Part 1926 – Subpart P – Excavations.
8. As A bidder on this project, you are required to provide debarment/suspension certification indicating that you are in compliance with the below Federal Executive Order. Certification can be done by completing and signing this form.
 - a. Federal Executive Order (E.O.) 12549 “Debarment and Suspension” requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.
 - b. Your signature below certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Unsigned bids will be rejected. Items marked * are mandatory for consideration.

*NAME OF FIRM: _____

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name _____

*BUSINESS ADDRESS: _____

*CITY: _____ *STATE: _____ *ZIP: _____

*PHONE: _____ FAX: _____

*E-MAIL: _____

*BY: (PRINTED NAME) _____

*AUTHORIZED SIGNATURE: _____

*TITLE: _____

DUNS NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: _____

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

PART ONE - DEFINED TERMS

- 1.1 Terms used in these Instructions to Bidders which are defined in the General Conditions have the meanings assigned to them in the General Conditions. Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.
- 1.2 Bidder - one who submits a Bid directly to City of Fayetteville as distinct from a sub-bidder, which submits a bid to a Bidder.
- 1.3 Issuing Office - the office from which the Bidding Documents are to be issued and where the bidding procedures are to be administered.
- 1.4 Successful Bidder - the lowest, responsible, and responsive Bidder to whom the City of Fayetteville (on the basis of the City of Fayetteville's evaluation as hereinafter provided) makes an award.

PART TWO - COPIES OF BIDDING DOCUMENTS

- 2.1 Complete sets of the Bidding Documents in the number and for the deposit sum, if any, stated in the Advertisement for Bids may be obtained from the Issuing Office.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids. Neither City of Fayetteville nor Architect assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 City of Fayetteville and Architect in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

PART THREE - EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- 3.1 Bidders are advised that the Drawings and Specifications are on file at the City of Fayetteville Purchasing Division, and shall constitute all of the information which the City of Fayetteville shall furnish. No other information given or sounding made by the City of Fayetteville or any official thereof, prior to the execution of said contract, shall ever become a part of, or change the contract, drawings, specifications and estimates, or be binding on City of Fayetteville.

Prior to submitting any Bid, Bidders are required to: read carefully the Specifications, contract, and Bonds; examine carefully all Drawings; visit the site of the Work to carefully examine local conditions; inform themselves by their independent research and sounding of the difficulties to be encountered, and all attending circumstances affecting the cost of doing the work, and the time specified for its completion; and obtain all information required to make an intelligent bid.

- 3.2** Bidders shall rely exclusively upon their surveys, estimates, investigations, and other things which are necessary for full and complete information upon which the bid may be made and for which a contract is to be awarded. The Bid Form, providing for unit and lump sum prices bid by the Contractor, contains a statement that all bids are made with the full knowledge of the difficulties and conditions that may be encountered, the kind, quality and quantity of the plans, work to be done, excavation, and materials required and with full knowledge of the drawings, profiles, specifications, and estimates and all provisions of the contract and Bonds.
- 3.3** Bidders shall promptly notify Architect of all conflicts, errors, ambiguities, or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.
- 3.4** Information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based upon information and data furnished to City of Fayetteville and Architect by City of Fayetteville's of such Underground Facilities or others, and City of Fayetteville and Architect do not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the Supplementary Conditions.
- 3.5** On request, City of Fayetteville will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests, and studies as each Bidder deems necessary for submission of a Bid. Bidder must fill all holes and clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests, and studies.
- 3.6** Reference is made to the General Requirements for the identification of the general nature of work that is to be performed at the site by City of Fayetteville or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, and as available, City of Fayetteville will provide to each Bidder, for examination, access to or copies of Contract Documents (other than portions thereof related to price) for such work.
- 3.7** The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences, or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Architect written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Contract Documents and that the written resolutions thereof by Architect are acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

PART FOUR - AVAILABILITY OF LANDS FOR WORK AND WORK BY OTHERS

- 4.1** The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by City of Fayetteville unless otherwise provided in the

PART FIVE - INTERPRETATION OF CONTRACT DOCUMENTS AND ADDENDA

- 5.1** If any person contemplating submitting a bid for construction of the Work is in doubt as to the true meaning of any part of the proposed Contract Documents or finds discrepancies in or omissions from any part of the proposed Contract Documents, he should submit a written request for interpretation thereof to the Architect not later than seven days before the date set for bid opening. The person submitting the request shall be responsible for its prompt delivery.
- 5.2** Interpretation or correction of proposed Contract Documents will be made only by Addendum to all holders of Bidding Documents. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect. City of Fayetteville will not be responsible for any other explanations or interpretations of the proposed Contract Documents.
- 5.3** Addenda may also be issued to modify the Bidding Documents as deemed advisable by City of Fayetteville.
- 5.4** Bidder assumes all responsibility for checking the City's website at www.accessfayetteville.org for updates and addenda issued to this project.

PART SIX - APPROXIMATE ESTIMATE OF QUANTITIES

- 6.1** The provided estimate of quantities is approximate only and shall be the basis for receiving unit price bids for each item but shall not be considered by Bidders as actual quantities that may be required for the completion of the proposed work. However, such quantities, at the unit and lump sum prices bid for each item, shall determine the amount of each bid for comparison of Bids and aid in determining the low and responsive Bidder for the purpose of awarding the contract, and will be used as basis for fixing the amount of the required Bonds.

PART SEVEN - PRICES

- 7.1** Bidders must state a price for each item of work named in the Bid Form. Unit and Lump Sum prices shall include amounts sufficient for the furnishing of all labor, materials, tools, equipment, and apparatus of every description to construct, erect, and finish completely all of the work as called for in the Specifications or indicated on the Drawings.
- 7.2** Prices bid on the various items in the Bid Form shall bear a fair relationship to the cost of the work to be done. Bids which appear unbalanced and are deemed not to be in the best interest of City of Fayetteville may be rejected at the discretion of City of Fayetteville.
- 7.3** By submission of a Bid, Bidder represents that Bidder has considered the entire Project and the Work required, and has reviewed the Drawings and Specifications to verify the full scope of the Work.

PART EIGHT - BID FORM

- 8.1** Bids are due as indicated in the Advertisement for Bids.
- 8.2** Bids must be made out in ink on the Bid Form included in these Bidding Documents. The unit price or lump sum bid for each item must be stated in figures and in words in the appropriate blank spaces provided on the Bid Form. The figures must be clear and distinctly legible so that no question can arise as to their intent and meaning. In case of a difference in the written words and figures, the amount stated in written words shall govern. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 8.3** Bids which are incomplete, unbalanced, conditional, or obscure or which contain additions not called for, erasures, alterations, or irregularities of any kind or which do not comply with these Instructions to Bidders may be rejected as informal or non-responsive at the option of City of Fayetteville. However, City of Fayetteville reserves the right to waive technicalities as to changes, alterations, or revisions and to make the award in the best interest of City of Fayetteville.
- 8.4** Address sealed bids to City of Fayetteville, and deliver to the address given in the Advertisement for Bids on or before the day and hour set for opening the bids. Enclose the completed Bid Form and Project Manual in a sealed envelope bearing the title of the project, the name of the Bidder, Bidder's Arkansas Contractor's License Number, and the date and hour of the bid opening. If this sealed envelope is delivered by a public carrier, it must be contained in another envelope addressed to City of Fayetteville and the attention of the project name. It is the sole responsibility of Bidder to see that the Bid is received on time.
- 8.5** Acceptance of deductive alternate bids is at the City of Fayetteville's discretion, as best services the City of Fayetteville's interest. Each deductive alternate, if presented, will be provided on the Bid Form. The price of the Bid for each deductive alternate will be the amount to be deducted from the price of the Total Base Bid if the City of Fayetteville selects any of the alternates. The unit price amount for each alternate shall be the same as the unit price amount listed in the Bid.
- 8.6** No Bidder shall divulge the information in the Bid to any person whomsoever, except those having a partnership or other financial interest with him in the Bid, until after the bids have been opened.

PART NINE - SIGNATURE ON BIDS

- 9.1** If the Bid is made by an individual, the firm name must be given, and the Bid Form signed by the individual or a duly authorized agent. If the Bid is made by a partnership, the firm name and the names of each member must be given, and the Bid signed by a member of the partnership, or a person duly authorized. If the Bid is made by a company or corporation, the company or corporate name must be given and the Bid signed by an officer or agent duly authorized. The corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.
- 9.2** All names must be typed or printed in black ink below the signature.
- 9.3** The address and telephone number for communications regarding the Bid must be shown.

- 9.4 Powers of attorney, properly certified, for agents and others to sign Bids must be in writing and filed with City of Fayetteville.
- 9.5 The Bid shall also contain a signed acknowledgment of receipt of all Addenda.

PART TEN - BID SECURITY

- 10.1 A five percent (5%) bid security, in the form of a bid bond, or cashier's check from a bank located in the State of Arkansas, as stated in the Advertisement For Bids, shall accompany each bid. Bid bonds for the difference in price between low bidder and second low bidder shall not be acceptable. The Successful Bidder's security will be retained until City of Fayetteville receives a signed Agreement and required Bonds and Certificates of Insurance. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required contract security within fifteen days after the Notice of Selection, City of Fayetteville may annul the Notice of Selection and the Bid security of that Bidder will be forfeited.
- 10.2 The City of Fayetteville reserves the right to retain the security until the Successful Bidder enters into the Contract or until sixty (60) days after bid opening, whichever is sooner. Cash equivalent security of the second and third low bidder may be exchanged for an equivalent bid bond after bid tabulations are complete or thirty (30) days after bid opening, whichever is sooner.

PART ELEVEN - PERFORMANCE BOND AND PAYMENT BOND

- 11.1 Prior to signing the Agreement, Contractor shall furnish a surety performance Bond and a payment Bond, equal to one hundred percent of the contract price.
- 11.2 Contractor shall pay all expenses in connection with the obtaining of said Bonds. The Bonds shall be conditioned that Contractor shall faithfully perform the contract and shall pay all indebtedness for labor and materials furnished or performed in the construction of such alterations and additions as prescribed in this contract.
- 11.3 The surety company issuing the Bonds must be a solvent company on the "Surety Companies Annual List" issued by the U.S. Department of the Treasury, and the Bonds are not to be issued in an amount greater than the underwriting limitations for the surety company as set out therein.
- 11.4 In Arkansas, prevailing law requires that performance and payment Bonds on public works contracts shall be executed by a resident local agent who is licensed by the Insurance Commissioner to represent the surety company executing said Bonds and filing with such Bonds his Power of Attorney as his authority. The mere countersigning of the Bonds will not be sufficient.
- 11.5 The date of the Bonds, and of the Power of Attorney, must not be prior to the date of the contract. At least two originals of the Bonds shall be furnished, each with Power of Attorney attached.
- 11.6 Bonds are to be approved by City of Fayetteville. If any Bonds contracted for become unsatisfactory or unacceptable to City of Fayetteville after the acceptance and approval thereof, Contractor, upon being notified to that effect, shall promptly execute and furnish acceptable Bonds in the amounts herein

specified. Upon presentation of acceptable Bonds, the unsatisfactory Bonds may be canceled at the discretion of Contractor.

- 11.7** The bonds shall be presented to the City after being file marked at the Washington County Circuit Clerk's Office. Multiple copies of the original bonds may be necessary for filing purposes.

PART TWELVE - CONTRACT TIME

- 12.1** The number of days within which, or the dates by which the Work is to be substantially completed and also completed and ready for final payment is outlined in the Bid Form.

PART THIRTEEN - LIQUIDATED DAMAGES

- 13.1** Provisions for liquidated damages, if any, are set forth in the Bid Form.

PART FOURTEEN - SUBCONTRACTORS SUPPLIERS AND OTHERS

- 14.1** Contractor shall not assign or sublet all or any part of this contract without the prior written approval of City of Fayetteville nor shall Contractor allow such subcontractor to commence work until approval of workman's compensation insurance and public liability insurance as may be required. Approval of each subcontract by City of Fayetteville will in no manner release Contractor from any obligations as set out in the Drawings, Specifications, contract, and Bonds.

PART FIFTEEN - SUBSTITUTE AND "OR EQUAL" ITEMS

- 15.1** Any reference to a particular brand or manufacture is in an effort to establish an acceptable level of quality for this purchase. Brands or manufacturers that are included in a bid that are of at least equal quality, size and specification as to what has been specified, will be acceptable for consideration.

PART SIXTEEN – CONTRACTOR'S LICENSING REQUIREMENTS

- 16.1** A Contractor's License is required to bid this project, and shall be valid at time of submittal; however, prior to executing the agreement with the City of Fayetteville, the Contractor shall be licensed for bids in excess of \$20,000.

PART SEVENTEEN - QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS

- 17.1** To demonstrate qualifications to perform the Work, each Bidder must be prepared to submit within five days after bid opening, upon City of Fayetteville's or Architect's request, detailed written evidence such as financial data, present commitments, and other such data as may be called for. Each Bid must contain evidence of Bidder's qualification to do business in the State of Arkansas.

PART EIGHTEEN - DISQUALIFICATIONS OF BIDDERS

- 18.1** Any one or more of the following may be considered as sufficient for the disqualification of bidders and the rejection of Bids.

- 18.2** More than one Bid Form for the same work from an individual, firm, partnership, or corporation under the same or different names.
- 18.3** Evidence of collusion among bidders. Participants in such collusion may receive no recognition as bidders for any future work.
- 18.4** Unbalanced Bid Forms in which the prices for some items are out of proportion to the prices for other items, or changes written in, or amendments by letter, or failure to submit a unit price for each item of work for which a bid price is required by the Bid Form, or failure to include all required contract documents.
- 18.5** Lack of competency as revealed by the financial statement, experience, plant, and equipment statements submitted. Lack of responsibility as shown by past work judged from the standpoint of workmanship and progress.
- 18.6** Uncompleted work which, in the judgment of City of Fayetteville, might hinder or prevent the prompt completion of additional work if awarded.
- 18.7** Being in arrears on existing contracts, in litigation with City of Fayetteville, or having defaulted on a previous contract.

PART NINETEEN - OPENING OF BIDS

- 19.1** Bids will be opened and read aloud publicly at the place where Bids are to be submitted in a room to be designated by City of Fayetteville the day of the bid opening. An abstract of the amounts of the base Bids and major alternates (if any) will be made available to Bidders after the opening of Bids.

PART TWENTY - CONSIDERATION OF BIDS

- 20.1** After the bids are opened and read, the quantities will be extended and totaled in accordance with the bid prices of the accepted Bids. This review of the Bids will confirm the low bidder.
- 20.2** In evaluating Bids, City of Fayetteville will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data as may be requested in the Bid Form or prior to the Notice of Selection.
- 20.3** City of Fayetteville may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. City of Fayetteville also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Selection.

PART TWENTY-ONE - RIGHT TO REJECT BIDS

- 21.1** City of Fayetteville reserves the right to reject any and all Bids, to waive technicalities, and to advertise for new bids. All Bids are subject to this reservation. City of Fayetteville reserves to itself the right to decide which shall be deemed the lowest responsive and responsible Bid. Due consideration will be given to the reputation, financial ability, experience and equipment of the Bidder.
- 21.2** City of Fayetteville also reserves the right to waive informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder.

PART TWENTY-TWO - AWARDING OF CONTRACT

- 22.1** City of Fayetteville reserves the right to withhold the awarding of a contract a reasonable period of time from the date of opening bids, not to exceed sixty (60) days except with the consent of the Successful Bidder. The awarding of a contract upon a successful Bid shall give the Bidder no right to action or claim against City of Fayetteville upon the contract until the contract is reduced to writing and signed by the contracting parties. The letting of a contract shall not be complete until the contract is executed and the necessary Bonds approved.

PART TWENTY-THREE - RETAINAGE

- 23.1** Provisions concerning retainage and Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

PART TWENTY-FOUR - SIGNING OF AGREEMENT

- 24.1** When City of Fayetteville gives a Notice of Selection to the Successful Bidder, it will be accompanied by the number of unsigned counterparts of the Agreement as indicated in the Supplementary Conditions, with all other written Contract Documents attached. Within ten (10) days thereafter, Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to City of Fayetteville with the required Bonds & Certificate of Insurance. Within ten (10) days thereafter City of Fayetteville shall deliver one fully signed counterpart to Contractor.

PART TWENTY-FIVE - MATERIALS GUARANTY

- 25.1** Before any contract is awarded Bidder may be required to furnish a complete statement of the origin, composition, or manufacture of any or all materials proposed to be used in the construction of the Work, together with samples, which may be subjected to tests provided for in the Specifications to determine their quality and fitness for the Work.

PART TWENTY-SIX - FAMILIARITY WITH LAWS

- 26.1** Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Contractor will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the

contract.

PART TWENTY-SEVEN - ADDITIONAL LAWS AND REGULATIONS

Bidders' attention is called to the following laws and regulations which may have an impact on the Work and on the preparation of the Bid.

- 27.1** Americans with Disabilities Act.
- 27.2** Storm water discharge regulations, enacted under the Clean Water Act and administered by the Arkansas Department of Environmental Quality (ADEQ) under a general permits program. Contractor may be required to obtain coverage under general permit ARR001000 prior to commencing work at the site.
- 27.3** Arkansas Act 291 of 1993, dealing with excavation safety, signed into law on March 1, 1993.

PART TWENTY-EIGHT – PAST EXPERIENCE REQUIRED

- 28.1** All **bidders** shall have past experience in providing similar work as described for this project. The City of Fayetteville reserves the right to reject for inadequate experience. A minimum of four (4) references are required.

End of Section

1. **SUBMISSION OF BID & BID EVALUATION:**

- a. Bids shall be reviewed following the stated deadline, as shown on the cover sheet of this document.
- b. Bidders shall submit bids based on documentation published by the Fayetteville Purchasing Division.
- c. Bids shall be enclosed in **sealed envelopes or packages addressed** to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and **Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.**
- d. The City will not be responsible for misdirected bids. Vendor should call the Purchasing Office at 479.575.8220 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- g. Local time is defined as the time in Fayetteville, Arkansas on the due date of the deadline. Bids shall be received before the time as shown by the atomic clock located in the Purchasing Division Office.
- h. Bids will be evaluated and awarded based on the best interest of the City of Fayetteville. The City reserves the right to award bids in their entirety, none, or by line item.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**

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

3. **DESCRIPTION OF SUPPLIES AND SERVICES:**

Any reference to a particular brand or manufacturer is done in an effort to establish an acceptable level of quality for this project. Brands or manufacturers that are included in bid that are of at least equal quality, size, design, and specification as to what has been specified, will be acceptable for consideration only if approved by the City of Fayetteville Purchasing Division. The City of Fayetteville reserves the right to accept or reject any requested equal.

4. RIGHTS OF CITY OF FAYETTEVILLE BID PROCESS:

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

- a. The City of Fayetteville reserves the right to select the bid that it believes will serve the best interest of the City.
- b. The City of Fayetteville reserves the right to accept or reject any or all bids.
- c. The City of Fayetteville reserves the right to cancel the entire bid.
- d. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the invitation to bid or in bids submitted.
- e. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the bid.

5. COSTS INCURRED BY BIDDERS:

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

6. CONFLICT OF INTEREST:

- a. The bidder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Authority of City Employee to Contract with the City".
- b. All bidders shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the bidder's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the bidder may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the bidder. The City agrees to communicate with the bidder its opinion via e-mail or first-class mail within thirty days of receipt of notification.

7. WITHDRAWAL OF PROPOSAL:

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

8. LATE PROPOSAL OR MODIFICATIONS:

Bid modifications received after the time set for the bid submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Bidders should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

- a. The laws of the State of Arkansas apply to any purchase made under this bid. Bidders shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal

and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

10. PROVISION FOR OTHER AGENCIES:

Unless otherwise stipulated by the bidder, the bidder agrees to make available to all Government agencies, departments, municipalities, and counties, the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal. Eligible Users shall mean all state of Arkansas agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, counties, or other public agencies or authorities), which may desire to purchase under the terms and conditions of the contract.

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- a. The City of Fayetteville reserves the privilege of auditing a vendor’s records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be in Washington County, Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PROCUREMENT POLICY FOR RECYCLED MATERIALS:

The City of Fayetteville wishes to encourage its bidders to use recycled products in fulfilling contractual obligations to the City and that such practices will serve as a model for other public entities and private sector companies.

17. PAYMENTS AND INVOICING:

The bidder must specify in their bid the exact company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest, fees, or penalty for untimely payments. **Payments can be processed through bidder's acceptance of Visa at no additional costs to the City for expedited payment processing.** The City will not agree to any nonrefundable deposit or retainer that would remain property of the bidder even if the hourly work actually performed by the bidder would not justify such fee.

The City will pay the awarded bidder based on unit prices provided on invoicing. Progress payments will be made after approval and acceptance of work and submission of invoice. Payments will be made within 30 days of accepted invoice.

18. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

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

- a. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a bidder intends to subcontract a portion of this work, the bidder shall disclose such intent in the bid submitted as a result of this bid.

- b. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the City within thirty (30) calendar days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the City, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the City awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the bid, without exception shall constitute approval for purpose of this Agreement.

20. NON-EXCLUSIVE CONTRACT:

Award of this bid shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

21. LOBBYING:

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

22. ADDITIONAL REQUIREMENTS:

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

23. ADD OR DELETE LOCATIONS OR SERVICES:

The City reserves the right to unilaterally add or delete locations and/or services, either collectively or individually, at the City's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the City. In such case, the Contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

24. INTEGRITY OF BID DOCUMENTS:

Bidders shall use the original bid form(s) provided by the Purchasing Division and enter information only in the spaces where a response is requested. Bidders may use an attachment as an addendum to the bid form(s) if sufficient space is not available on the original form for the bidder to enter a complete response.

Any modifications or alterations to the original documents by the bidder, whether intentional or otherwise,

will constitute grounds for rejection of such response. Any such modifications or alterations a bidder wishes to propose shall be clearly stated in the bidder's response and presented in the form of an addendum to the original bid documents.

25. OTHER GENERAL CONDITIONS:

- a. Bidder is presumed to be familiar with all federal, state, and city laws, ordinances, and regulations which in any manner affect those engaged or employed in the Work, or the materials or equipment used, or that in any way affect the Work and shall in all respects comply with said laws, ordinances, and regulations. No claim of misunderstanding or ignorance on the part of Bidder or Proposer will in any way serve to modify the provisions of the contract. No representations shall be binding unless embodied in the contract.
- b. Prices shall include all labor, materials, overhead, profit, insurance, shipping, freight, etc., to cover the products and services presented. ***Sales tax shall not be included in the bid price.*** Applicable Arkansas sales tax laws will apply when necessary but will not be considered in award of this project.
- c. Each bidder should state the anticipated number of days from the date of receipt of an order for delivery of services to the City of Fayetteville.
- d. Bidders must provide the City with their bids signed by an employee having legal authority to submit bids on behalf of the bidder. The entire cost of preparing and providing responses shall be borne by the bidder.
- e. The City reserves the right to request any additional information it deems necessary from any or all bidders after the submission deadline.
- f. The request for bid is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by bidder in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for proposal is at the bidder's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.
- g. If products, components, or services other than those described in this bid document are proposed, the bidder must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- h. NOTE: Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all bidders to be on equal bidding terms.
- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for proposal. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- j. Any information provided herein is intended to assist the bidder in the preparation of proposals necessary to properly respond to this bid. The bid is designed to provide qualified Proposers with

sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a bid's content or to exclude any relevant or essential data.

- k. Bidders irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be prevailed by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
 - l. The successful bidder shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful bidder assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful bidder shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
 - m. The successful bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful bidder shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.
26. **INVOICING:** All invoices shall be presented to the City with the minimum information listed below.
- a. City Department that ordered the materials or services
 - b. Order Date
 - c. Delivery date or the date of services
 - d. Name of the City Employee that requested or picked up the goods, materials, or service
 - e. Bid Number that applies to the purchase and invoices. Amounts in the bid shall match invoicing.

27. ATTACHMENTS TO BID DOCUMENTS:

- a. Quaker H600 Series Specification Sheets

01010 SUMMARY OF WORK

PART 1 - GENERAL

1.1 PROJECT DESCRIPTION

- A. The scope of work consists of the replacement of windows at Fayetteville City Hall, 113 W. Mountain Street as outlined in the drawings. Existing windows will be removed from the outside and disposed of off-site at contractor's expense. All interior trim (jambs and sills) will be preserved during window replacement process. New windows will retrofit into existing openings. New windows will be aluminum windows (toffee colored). Glass will be argon filled, energy Max.

1.2 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the Contractor shall have controlled and coordinated use of the facilities as agreed upon by the Owner. The City will provide a dumpster for demolition. The Contractor's use of the site shall be limited and coordinated with the Owner on a daily basis after 5pm and on weekends. Contractor shall keep work area as neat as possible and will return work area to original condition as portions of Work are completed. All work will be put away at end of day and Work area will be cleaned. The City will provide a location for a connex, approx. ½ block south of City Hall. For Bidding Purposes, assume the roof on the east side of City Hall will support scaffolding. After the bid the City will provide an engineer review of the structure.

1.3 OWNER OCCUPANCY

- A. Owner Occupancy during Work: The Owner shall occupy the building throughout the Work provided that such occupancy does not interfere with completion of the Work. Work will be scheduled in coordination with Owner. Work will be performed in a way that protects the safety of building occupants at all times.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 RESPONSIBILITY

- A. The General Contractor is responsible for scheduling and coordination of orderly work, the proper supply of manpower, equipment and supplies, the safety conditions of the Project and the compliance with all safety and health regulations and codes.

024100 SELECTIVE DEMOLITION
PART 1 - GENERAL

1.1 SUMMARY:

- A. Selective demolition work, complete, as indicated, specified, and required for new work, including removal and disposal of demolished materials and capping of existing utilities.
- B. Removal, protection, and storage of items designated to be reused.
- C. Removal of existing windows and insertion of new windows should all be executed through exterior means, while interior work in City Hall is continuous. Specific timing and scheduling should be coordinated with Owner and Architect prior to start date.

1.2 SUBMITTALS: Comply with Section 01300.

- A. Before commencing selective demolition work, submit for review and approval of the Architect, a schedule showing the commencement, order, and completion dates for the various parts of this work. Include details for dust, noise and weathertight protection.
- B. Before starting any work relating to existing utilities that will temporarily discontinue service or access to existing and adjacent buildings, notify the Architect 72 hours in advance and obtain approval before proceeding with work. Do not disconnect or disrupt service without Architect's prior approval.

1.4 PROJECT CONDITIONS:

- A. Condition of Structure: Owner assumes no responsibility for actual condition of items or portions of structure to be demolished.
- B. Salvageable Items:
 - 1. Items indicated to be removed, and not designated for Owner's salvage or for reuse, may be salvaged by the Contractor. Transport salvaged items from site as they are removed. Storage or sale of removed items on site will not be permitted.
- C. Protections:
 - 1. Provide protective measures as required to protect personnel and general public from injury due to selective demolition work.
 - 2. Provide interior and exterior shoring, bracing, and support to prevent movement, settlement, and collapse of structure or element to be demolished, and adjacent facilities and work to remain.

3. Coordinate with authority regarding the closing of sidewalks and streets
 4. Provide adequate fire protection in accordance with local Fire Department requirements.
 5. Cover and protect existing floors, equipment, fixtures, and other items to remain from soiling or damage during demolition work.
 6. Provide temporary weather protection during interval between demolition and removal of existing construction on exterior surfaces, and installation of new construction to insure that no water leakage or damage occurs to structure of the existing area.
- D. Damages: Promptly repair, to the satisfaction of the Architect and Owner damages caused to contents by demolition work or due to insufficiency of protection provided, at no cost to Owner. Replace damaged work, as directed by the Architect, if repair is not satisfactory.
- E. Traffic: Conduct selective demolition operations and debris removal in a manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
- F. Explosives: Use of explosives will not be permitted.
- G. Environmental Controls: Use water sprinkling, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practicable level. Comply with governing regulations pertaining to environmental protection.

PART 2 – PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 DEMOLITION: Provide selective demolition as indicated and as required for new work.

- A. Proceed in a systematic manner. Use such methods as required to complete work in accordance with demolition schedule and governing regulations.
- B. Demolish concrete and masonry in small sections. Cut concrete and masonry at junctures with construction to remain using power-driven masonry saw or hand tools; do not use power driven impact tools.

3.2 DISPOSAL OF DEMOLISHED MATERIALS: Remove debris, rubbish, and other materials resulting from demolition operations as the work progresses. Transport and legally dispose of materials off site. Burning of debris will not be permitted on site.

3.3 CLEAN UP AND REPAIR:

- A. Upon completion of selective demolition work, remove tools, equipment and demolished materials from site. Remove protections and leave interior areas broom clean.
- B. Repair demolition performed in excess of that required. Return structures and surfaces to remain to condition existing prior to commencement of selective demolition work. Repair construction or surfaces soiled or damaged by selective demolition work.

06 40 00 ARCHITECTURAL WOODWORK

PART 1 - GENERAL

1.1 SUMMARY: Architectural woodwork, complete. Work includes, but is not limited to, the following:

- A. Wood sills, frame and trim.

1.2 RELATED WORK SPECIFIED IN OTHER SECTIONS:

- A. N/A

1.3 SUBMITTALS: 01 33 00 Submittal Procedures

- A. Product Data: Submit manufacturer's product data for each product and process specified as work of this section and incorporated into items of architectural woodwork during fabrication, finishing, and installation.

1.4 QUALITY ASSURANCE:

- A. Trim Material and Fabrication Standards: Custom grade, in accordance with the latest edition of the Architectural Woodwork Institute Quality standards and Guide Specifications, and match existing species of wood.
- B. Fabrication of architectural woodwork to be by a single firm.

1.5 PROJECT CONDITIONS:

- A. Do not deliver or install woodwork until wet-work is completed, and HVAC system is operating and will maintain temperature and relative humidity at occupancy levels during remainder of construction period.
- B. Field Measurements: Where woodwork is fitted to other construction, check actual dimensions of other construction by accurate field measurements before fabrication, and show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying work.

1.6 DELIVERY, STORAGE, AND HANDLING: Deliver store, and handle architectural woodwork in a manner to prevent damage and deterioration. Protect all surfaces of items subject to damage during transit.

- 1.7 COORDINATION:** Coordinate work with work of other trades, including trades furnishing appliances and plumbing fixtures

PART 2 - PRODUCTS

- 2.1 MATERIALS:** Conform to Sections 100 and 200 of reference standard, except as modified below.

- A. Exposed Solid Wood for Opaque Finish: match existing.
- B. Solid Wood for transparent finish- match existing in species, grade, texture, profile, size, stain and finish.
- C. Solid Wood for Concealed Members: Douglas fir or Southern Pine.

2.3 FABRICATION AND MANUFACTURE:

- A. Comply with specified sections of referenced standard, except do not use staples in exposed millwork construction.

PART 3 - EXECUTION

3.1 PREPARATION:

- A. Condition woodwork to average prevailing humidity conditions in installation areas prior to installing.
- B. Prior to installation, examine shop fabricated work for completion, and complete work as required, including back priming and removal of packing.

3.2 INSTALLATION: Comply with AWI referenced section and as specified.

- A. Install woodwork plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level (including countertops); and with no variations in flushness of adjoining surfaces.
- B. Scribe and cut work to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.
- C. Anchor woodwork to anchors or blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Use fine finishing nails for exposed nailing, countersunk and filled flush with woodwork.
- D. Standing And Running Trim: Installed with minimum number of joints possible, using full-length pieces (from maximum length of lumber available) to the greatest extent possible. Stagger joints in adjacent and related members. Cope at returns, miter at corners, and comply with referenced

standards for joinery.

3.3 ADJUSTMENT, CLEANING, FINISHING AND PROTECTION:

- A. Repair damaged and defective woodwork wherever possible to eliminate defects functionally and visually; where not possible to repair properly, replace woodwork. Adjust joinery for uniform appearance.
- B. Clean hardware, lubricate and make final adjustments for proper operation.
- C. Clean woodwork on exposed and semi-exposed surfaces. Touch up shop applied finishes to restore damaged or soiled areas.
- C. Protection: Provide final protection and maintain conditions necessary to ensure that the work will be without damage or deterioration at the time of acceptance.

07 60 00 FLASHING & SHEET METAL

PART 1 GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. Sealants – Joint 07901

1.2 FURNISHED BUT NOT INSTALLED

- A. Furnish various trades with flashing and other items of sheetmetal work shown or specified to be built in by them.

1.3 SHOP DRAWINGS

- A. Submit complete shop drawings for sheetmetal work to Architect for approval.

1.4 GUARANTEE

- A. All flashing and sheetmetal work shall be included in 5-year guarantee. This applicator shall furnish guarantee in written form.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Prefinished metal.
- B. Galvanized sheet metal:
 - 1. ASTM A-361, hot dip type, 24 gauge.
 - 2. Solder - ASTM B-32, 50% tin

PART 3 EXECUTION

3.1 INSTALLATION

- A. Counterflashing shall be installed according to figure “A”, page 101, SMACNA Manual.
- B. Corners shall be shop fabricated with legs extending each way from a corner a minimum of 18”.
- C. Sill flashing shall be installed according to the SMACNA Manual and including but not limited to pan flashing set in compatible sealant with end dam and subframes.
- D. Flashing
 - 1. Lengths not to exceed 15 feet.
 - 2. Side laps 6 inches, end laps 10 inches.
 - 3. Adhere joints together with adhesive recommended by manufacturer.

3.2 EXPANSION AND CONTRACTION

- A. Make ample provisions for expansion and contraction of all sheetmetal work. See SMACNA Manual.

3.3 WORKMANSHIP

- A. Equal to best standards of practice in modern sheet metal.
- B. Accurately formed to size, shapes and dimensions with all angles and lines in true alignment.
- C. The work shall conform to “Architectural Sheet Metal Manual” as issued by the Sheet Metal and Air Conditioning Contractors’ National Assoc., Inc.

07 90 01 JOINT SEALANTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes joint sealants for the following locations:

- 1. Exterior joints in vertical surfaces and nontraffic horizontal surfaces as indicated below:

- a. Provide continuous joint sealant between window frame and masonry.
 - b. Provide continuous joint sealant to all perimeter window frame joints.

- 2. Interior joints in vertical surfaces and horizontal nontraffic surfaces as indicated below:

- a. Provide continuous joint sealant between window frame and wall and wall surfaces.
 - b. Provide continuous joint sealant to all perimeter window frame joints.

1.3 SYSTEM PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.
- B. Provide joint sealants for interior applications that have been produced and installed to establish and maintain airtight continuous seals that are water resistant and cause not staining or deterioration of joint substrates.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specifications Sections.
- B. Product data from manufacturers for each joint sealant product required.
 - 1. Certification by joint sealant manufacturer that sealants plus the primers and cleaners required for sealant installation comply with local regulations controlling use of volatile organic compounds.
- C. Samples for initial selection purposes in form of manufacturer's standard bead samples, consisting of strips of actual products showing full range of colors available, for each product exposed to view.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced Installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.
- B. Single Source Responsibility for Joint Sealant Materials: Obtain joint sealant materials from a single manufacturer for each different product required.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multicomponent materials.
- B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

- A. Environmental Conditions: Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer.
 - 2. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer or below 40 deg F (4.4 deg C).
 - 3. When joint substrates are wet.

- B. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less or greater than allowed by joint sealant manufacturer for application indicated.
- C. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

PART 2 PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.
- B. Colors: Provide color of exposed joint sealants to comply with the following:
 - 1. Provide selections made by Architect from manufacturer's full range of standard colors for products of type indicated.

2.2 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealant Standard: Provide manufacturer's standard chemically curing elastomeric sealants that comply with ASTM C 920.
 - 1. Additional Movement Capability: Where additional movement capability is specified in Elastomeric Joint Sealant Data Sheet, provide products with the capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, to withstand the specified percentage change in the joint width existing at time of installation and remain in compliance with other requirements of ASTM C 920 for uses indicated.
- B. Available Products: Subject to compliance with requirements, elastomeric sealants that may be incorporated in the Work include, but are not limited to, the products specified in each Elastomeric Sealant Data Sheet.
- C. Products: Subject to compliance with requirements, provide one of the products specified in each Elastomeric Joint Sealant Data Sheet.

2.3 JOINT SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Plastic Foam Joint Fillers: Preformed, compressible, resilient, nonstaining, nonwaxing, nonextruding strips or flexible plastic foam of material indicated below and of size, shape, and density to control sealant depth and otherwise contribute to producing optimum sealant performance:
 - 1. Closed-cell polyethylene form, nonabsorbent to liquid water and gas, nonoffgassing in unruptured state.

2.4 MISCELLANEOUS MATERIALS

- A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealant-substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming in any way joint substrates and adjacent nonporous surfaces, and formulated to promote optimum adhesion of sealants with joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint sealant performance. Do not proceed with installation of joint sealants until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealant manufacturer and the following requirements:
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
 - 2. Clean concrete, masonry, unglazed surfaces of ceramic tile, and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
 - 3. Remove laitance and form release agents from concrete.
 - 4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile, and other nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.
- B. Joint Priming: Prime joint substrates where indicated or where recommended by joint sealant manufacturer based on preconstruction joint sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's recommendations. Confine primers to areas of joint sealants bond; do not allow spillage or migration onto adjoining surfaces.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning

methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

- A. General: Comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.
- B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- C. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:
 - 1. Install joint fillers to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.
 - a. Do not leave gaps between ends of joint fillers.
 - b. Do not stretch, twist, puncture, or tear joint fillers.
 - c. Remove absorbent joint fillers that have become wet prior to sealant application and replace with dry material.
- D. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at the same time sealant backings are installed. Provide manufacturer warranty and minimum 2 year installation warranty.
- E. Tooling of Nonsag Sealants: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.
 - 1. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

3.4 CLEANING

- A. Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealants and of products in which joints occur.

3.5 PROTECTION

- A. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or

deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so that and installations with repaired areas are indistinguishable from original work.

085113 ALUMINUM WINDOWS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Fixed Aluminum Window Units
2. Glass and Glazing for Aluminum Windows including tempered, glass type, and energy efficiencies.
3. Wood Blocking, Shims, Anchors, Clips, and all accessories necessary for a complete installation furnished and installed.
4. All aluminum trim and closure pieces including but not limited to subframes, flashings, and sill flashings
5. Installation labor, tools, equipment, and services necessary for installation of Aluminum Windows.

B. Related Sections:

1. Section 07 60 00 (07600) - Metal Flashing and Trim
2. Section 07 901 (07901) - Joint Sealants
3. Section 013300 Submittals

1.2 REFERENCES

A. Aluminum Association (AA)

1. DAF-45 – “Designation System for Aluminum Finishes”

B. American Architectural Manufacturers Association (AAMA):

1. 101 – “Voluntary Performance Specification for Windows, Skylights and Glass Doors”
2. 611 – “Voluntary Specification for Anodized Architectural Aluminum”
3. 1503 – “Voluntary Test Method for Thermal Transmittance and Condensation Resistance of Windows, Doors and Glazed Wall Sections”
4. 2400 – “Voluntary Specification for Installation of Windows with a Mounting Flange in Stud Frame Construction”
5. 2604 – “Voluntary Specification, Performance Requirements and Test Procedures for High Performance Organic Coatings on Aluminum Extrusions and Panels”
6. 2605 – “Voluntary Specification, Performance Requirements and Test Procedures for Superior Performance Organic Coatings on Aluminum Extrusions and Panels”
7. CW-10 – “Care and Handling of Architectural Aluminum from Shop to Site”

C. American National Standards Institute (ANSI) Publications

1. Z97.1 – “Performance Specifications and Methods of Test for Safety Glazing Materials Used in Buildings”

D. ASTM International (ASTM) Publications:

1. C1036 – “Standard Specifications for Flat Glass”
2. C1048 – “Standard Specifications for Heat-Treated Flat Glass – Kind HS, Kind FT Coated and Uncoated Glass”
3. E90 – “Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements”
4. E283 – “Standard Test Method for Determining the Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen”
5. E330 – “Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors By Uniform Static Air Pressure Difference”
6. E331 – “Standard Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors By Uniform Static Air Pressure Difference”
7. E413 – “Classification for Rating Sound Insulation”
8. E547 – “Standard Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Cyclic Static Air Pressure Differential”
9. E774 – “Standard Specification for Sealed Insulating Glass Units”
10. E1886 – “Standard Test Method for Performance of Exterior Windows, Curtain Walls, Doors, and Impact Protective Systems Impacted by Missile(s) and Exposed to Cyclic Pressure Differentials”
11. E1996 - “Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors and Impact Protective Systems Impacted by Windborne Debris in Hurricanes”
12. F588 - “Standard Test Methods for Measuring the Forced Entry Resistance of Window Assemblies, Excluding Glazing Impact”

E. Glass Association of North America (GANA):

1. “GANA Glazing Manual”

F. Insulating Glass Certification Council (IGCC)

G. Insulating Glass Manufacturers Alliance (IGMA) Publications:

1. Glazing Guidelines

H. National Fenestration Ratings Council (NFRC)

I. U.S. Consumer Product Safety Commission (CPSC) Publications:

1. 16 CFR Part 1201 “Safety Standard For Architectural Glazing Materials”

J. Window and Door Manufacturers Association (WDMA) Publications:

1. ANSI/AAMA/WDMA 101/I.S.2/NAFS-02 “Voluntary Performance Specification for Windows, Skylights and Glass Doors”

2. AAMA/AAMA/WDMA/CSA 101/I.S.2/A440-05 "Standard/Specification for Windows, Doors and Unit Skylights"

1.3 SUBMITTALS

- A. Submit "Letter of Conformance" with the following supporting data:
 1. Product data for each type of aluminum window specified, including standard construction details, dimensions of individual components, profiles, finishes, hardware, and accessories.
 2. Shop drawings for each type of window specified, including ¼-inch scale wall elevations, typical unit elevations at ¾-inch scale details, full size details of typical composite members and the following:
 - a. Panning Details
 - b. Flashing and drainage details.
 - c. Mullion details, including reinforcement and stiffeners.
 - d. Joinery details.
 3. Product certificates signed by the window manufacturer certifying that window units comply with specified performance requirements.
 4. Submit certified independent laboratory test reports verifying compliance with all test requirements of 1.5 PERFORMANCE REQUIREMENTS as requested by Architect.

1.4 DEFINITIONS

- A. Performance grade number, included as part of the AAMA/WDMA/CSA 101/I.S.2/A440-05 product designation code, is actual design pressure in pounds force per square foot used to determine structural test pressure and water test pressure.

1.5 PERFORMANCE REQUIREMENTS

- A. Certify that windows have been tested in accordance with American Architectural Manufacturers Association (AAMA/WDMA) Specification for Performance Class specified complying with the following performance standards:
 1. AAMA/WDMA/CSA 101/I.S.2/A440-05 Performance Requirements: Provide aluminum windows of the performance class and grade indicated that comply with AAMA/WDMA/CSA 101/I.S.2/A440-05.
 - a. Performance Class: F-HC
 - b. Performance Grade: 50
 2. Uniform Structural Properties (ASTM E330): Pressure acting inward and outward. Window to be operable with permanent deformation at a maximum of 1/175 of its span, when tested at a static air pressure difference of the following:
 - a. Class F-HC-50: 75.0 PSF
 3. Water Resistance (ASTM E331 and ASTM E547): No water penetration at test pressure indicated.

- a. Class F-HC-50: 6.00 PSF
- 4. Air Leakage (ASTM E283):
 - a. No air leakage when tested at a static pressure difference of 6.24 PSF minimum.

B. Project Wind Loads:

- 1. Ultimate Wind Speed (MPH): 120
- 2. Risk Category: III
- 3. Exposure Category: C
- 4. Minimum Ultimate Components and Cladding Wind Pressure – Zone 4 (PSF): +40/-49
- 5. Minimum Ultimate Components and Cladding Wind Pressure – Zone 5 (PSF): +45/-60

1.6 QUALITY ASSURANCE

A. All window units shall be manufactured by a single source.

- 1. All windows in any one project must be by the same manufacturer and with comparable frame depth, profile, glazing bite, and installation requirements. Manufacturer must provide a window system that can incorporate all window configurations used on the project.
- 2. Standards: Requirements for aluminum windows, terminology and standard of performance, and fabrication workmanship are those specified and recommended in AAMA/WDMA/CSA 101/I.S.2/A440-05 and The Aluminum Association (AA).
 - a. All window units shall be labeled as conforming to AAMA/WDMA/CSA 101/I.S.2/A440-05. The label shall state the name of the manufacturer, the approved labeling agency and the product designation as specified in AAMA/WDMA/CSA 101/I.S.2/A440-05.
 - b. All testing shall be conducted using AAMA/WDMA/CSA 101/I.S.2/A440-05 Gateway Performance minimum specified test sizes.

1.7 DELIVERY, STORAGE AND HANDLING

- A. Transportation and Handling:** Transport products by methods to avoid product damage, deliver in undamaged condition in manufacturer's unopened containers or packaging. Provide equipment and personnel to handle products by method to prevent soiling or damage. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- B. Storage and Protection:** Store products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight enclosures; maintain with temperature and humidity ranges required by manufacturer's instruction.

1.8 WARRANTIES

A. Aluminum Window Warranty

- 1. Products: Submit a written warranty, executed by the window manufacturer, for the following:
 - a. Framing: A period of (2) year from the date of manufacture, against defective materials and workmanship, including substantial non-compliance with applicable specification requirements and industry standards, which results in premature failure of the windows or parts, outside of normal wear.

- b. Insulated glass units: A period of (5) years from the date of manufacture, against insulated glass seal failure unrelated to glass breakage.
 - c. In the event that windows or components are found defective, manufacturer will repair or provide replacements without charge at manufacturer's option.
 - d. Finish: Refer to Part 2, Section 2.6 "FINISHES" for warranty requirements.
 - e. Warranty for all components must be direct from the manufacturer (non- pass through) and non- prorated for the entire term. Warranty must be assignable to the non-residential owner, and transferable to subsequent owners through its length.
2. Installation: Submit a written warranty, executed by the window installer, for a period of (2) year from the date of substantial completion, against defective materials or workmanship, including substantial non-compliance with applicable specification requirements, which result in premature failure.
- a. In the event that installation of windows or components is found to be defective, installer will repair or provide replacements without charge at the installer's option.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Approved Manufacturers:

1. Quaker Window Products Company, Inc. (800) 347-0438
 - a. Fixed Window: H600 series with tempered, Argon filled, energy max Low-E glazing (See attached specifications)
 - b.
2. Substitutions: Only pre-approved products specified by the Architect will be acceptable. Submit the following information with proper documentation as required for pre-bid substitution requests, and at least (10) working days prior to bid date.
 - a. Independent test reports certifying that proposed product is in accordance with, and meets all criteria specified in Section 1.5 "PERFORMANCE REQUIREMENTS".
 - b. Drawing details of elevations and sections, and samples in accordance with, and as specified in Section 1.3 "SUBMITTALS".
 - c. Copy of manufacturer's warranty specified in accordance with, and as specified in Section 1.8 "WARRANTIES".
 - d. Any additional information requested by the Architect.

2.2 MATERIALS

A. Aluminum Members:

1. Extruded aluminum prime billet 6063-T6 alloy for primary components, 6063-T6, or 6061-T6 for structural components, all in accordance with (ASTM B221).

B. Thermal Break Construction:

1. Frame members shall include a thermal break, applied in the manufacturer's facility, using concealed low-conductance poured-in-place polyurethane in a pre-treated cavity.

2. After proper curing, the aluminum bridge section must be removed to provide a 1/4" minimum separation between interior and exterior metal surfaces.

2.3 MANUFACTURED UNITS

- A. Principal window frame members shall have a minimum 0.062" wall thickness, which includes all hardware mounting webs, and sectional flanges.
- B. Window frame depth shall be 3 1/4" minimum.
- C. Glazing: Refer to Section 2.5 "GLASS MATERIALS".

2.4 COMPONENTS

- A. All fasteners, tools, equipment, and other materials necessary for a complete installation shall be furnished by the Contractor.
 1. Aluminum, nonmagnetic stainless steel, epoxy adhesive, or other materials warranted by the manufacturer to be noncorrosive and compatible with all window members, cladding, trim, hardware, anchors, and other components.
- B. Thermoplastic or thermo-set plastic caps, housings, and other components to be injection-molded nylon, extruded PVC, or other suitable compound.
- F. Accessories:
 1. Sills: Manufacturer's standard exterior sills, as shown on Drawings.
 2. Trim: Manufacturer's standard interior snap trims, type as shown on Drawings.
 3. Mullions: Provide mullions and cover plates as shown, matching window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, as indicated. Provide mullions and cover plates capable of withstanding design loads of
 4. Muntins:
 - a. Simulated Divided Lite Muntins:
 - 1) Composition shall include:
 - i. Exterior applied extruded aluminum Muntin of specified width, continuously adhered to surface of glass with a high performance acrylic adhesive system (ARclad 8626 Muntin Mounting Tape as manufactured by Adhesives Research, or equivalent)
 - ii. Roll formed aluminum of specified width, located between glass panes within the sealed insulated glass unit.
 - iii. Interior applied extruded aluminum Muntin of specified width, continuously adhered to surface of glass with a high performance acrylic adhesive system (ARclad 8626 Muntin Mounting Tape as manufactured by Adhesives Research, or equivalent)
 - 2) Finish of Exterior and Interior applied muntin components shall comply with Section 2.06 "FINISHES".
 - 3) Finish color of Exterior and Interior applied muntins, and internal muntins shall match Window Frame.

5. Panning:

- a. Provide extruded aluminum panning in accordance with (ASTM B221) by Window Manufacturer, type and size as indicated on Drawings.
- b. Panning shall be cut to fit by Window Manufacturer.
- c. Finish of Panning components shall comply with Section 2.6 "FINISHES", and color shall match Aluminum Windows.

6. Receptor System / Subframe:

- a. Provide extruded aluminum, thermally broken Receptor System with Aluminum Windows by Window Manufacturer in accordance with (ASTM B221), as shown on Drawings.
- b. Finish of Receptor System components shall comply with Section 2.06 "FINISHES", and color shall match Aluminum Windows.

2.5 GLASS MATERIALS:

A. Coated Low Emissivity Glass: Type 1 (transparent glass, flat), Class 1 (clear), Quality q3 (glazing select), with coating type and performance characteristics complying with requirements specified below:

1. Low E Coating: Surface #2 on insulated units.
2. Approved Manufacturers:
 - a. Cardinal

B. Tempered Glass: Condition A (uncoated surfaces), Type 1 (transparent glass, flat), Class 1 (clear), Quality q3, clear, fully tempered safety glass (meet requirements of ANSI Z97.1).

1. All tempered glass shall conform to ASTM C1048, ANSI Z97.1, and CPSC 16 CFR Part 1201. Tempered glass shall bear permanent monogram indicating tempered quality. Fabrication marks on tempered glass shall be located to be concealed in completed installation.

C. Windows shall be glazed as follows:

1. Sound Transmission Class (STC) (ASTM E413): Provide glazing required for conforming to over all STC ratings as specified for aluminum windows.

D. Insulating Glass: Manufacturer's standard units that comply with specified quality standards and coatings.

- a. Provide preassembled units consisting of organically sealed panes of glass enclosing a hermetically sealed dehydrated air space and complying with ASTM E774 for performance classification indicated as well as with other requirements specified for glass characteristics, air space, sealing system, sealant, space material, and desiccants.

- 1) Total Thickness: 5/8"

- 2) As required by the window manufacturer for size of glass

- b. Exterior Pane of Glass:

- 1) Provide tempered glass

- c. Insulated Unit Sealing System:

- 1) The IG edge seal system shall provide very low permeability to water vapor ingress @ $<0.10 \text{ g H}_2\text{O/m}^2$ per 24 hrs to provide a long IG service life”
- 2) The IG edge seal system shall provide very low Thermal Conductance (or Klin) @ $<0.25 \text{ W/m}^\circ \text{ C}$ based on $\frac{1}{2}$ " (13mm) spacer, and forces warm-edge.

2.6 FINISHES

A. Finish of Aluminum Components

1. Finish of all exposed areas of aluminum windows and components shall be applied in accordance with the appropriate AAMA Voluntary Guide Specification shown below:
 - a. High Performance Organic Coating conforming to (AAMA 2604-98), Voluntary Specification, Performance Requirements and Test Procedures.
 - b. Finish Warranty Period: *5 years from date of manufacture
 - c. Color Selection: toffee

2.7 FABRICATION

- A. Fabricate windows allowing for minimum clearances and shim spacing around perimeter of assembly, yet enabling installation.
- B. Rigidly fit joints and corners. Accurately fit and secure corners tight. Make corner joints flush, hairline, and weatherproof. Seal corner joints with sealant.
- C. Develop drainage holes with moisture pattern to exterior.
- D. Prepare components to receive anchor devices. Fabricate anchorage items.

PART 3 EXECUTION

3.1 EXAMINATION

A. Site Verification of Conditions:

1. Verify that building substrates permit installation of windows according to the manufacturer's instructions, approved shop drawings, calculations and contract documents.
2. Do not install windows until unsatisfactory conditions are corrected.

3.2 INSTALLATION

A. Erection of Aluminum Windows

1. Install windows with skilled tradesmen in exact accordance with approved Shop Drawings, Installation Instructions, Specifications, and in accordance with (AAMA 101/I.S.2./ A440-08).
2. Windows must be installed plumb, square, and level for proper weathering and operation. Jambs must not be “sprung”, bowed, or warped during installation.
3. Any uncoated aluminum components of Aluminum Window shall be insulated from direct contact with steel, masonry, concrete, or other dissimilar metals by bituminous paint, zinc chromate primer, nonconductive shims, or other suitable insulating materials.

3.2 ADJUSTING AND CLEANING

- A. After completion of window installation, windows shall be inspected, adjusted, put into working order and left clean, free of labels, dirt, or other debris. Protection from this point shall be the responsibility of the General Contractor.

09250 GYPSUM DRYWALL

PART 1 - GENERAL

1.1 DESCRIPTION

- A. This Section describes requirements for gypsum wallboard systems and associated items. The types of work include, but are not limited to, the following:
 - 1. Gypsum drywall applied to wood framing and furring.
 - 2. Gypsum backing boards for application of other finishes.
 - 3. Drywall finishing (joint tape-and-compound treatment).
- B. Fire Resistance Ratings: Where indicated, provide materials and construction which are identical to those of assemblies whose fire resistance rating has been determined per ASTM E 119 by a testing and inspecting organization acceptable to authorities having jurisdiction. Provide fire-resistance-rated assemblies identical to those indicated by reference to GA File No's. in GA-600 "Fire Resistance Design Manual" or to design designations in U.L. "Fire Resistance Directory" or in listing of other testing and agencies acceptable to authorities having jurisdiction.

1.2 SUBMITTALS

- A. Furnish manufacturer's certification that materials meet or exceed specification requirements.
- B. Furnish manufacturer's printed instructions for installation of the assemblies.

1.3 QUALITY ASSURANCE

- A. Single Source Responsibility: Obtain each type of gypsum board and related joint treatment materials from a single manufacturer.
- B. Comply with GA-216 "Application and Finishing of Gypsum Board" by Gypsum Association.
- C. Allowable Construction Tolerances: 1/8" offsets between planes of board faces, and 1/4" in 8'-0" for plumb, level, warp and bow.

1.4 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer or supplier.
- B. Store materials inside under cover and keep them dry and protected against damage from weather, direct

sunlight, surface contamination, corrosion, construction traffic and other causes. Neatly stack gypsum boards flat to prevent sagging.

- C. Handle gypsum boards to prevent damage to edges, ends, and surfaces. Do not bend or otherwise damage metal corner beads and trim.

1.5 SITE CONDITIONS

- A. Environmental Conditions, General: Establish and maintain environmental conditions for application and finishing gypsum board to comply with ASTM C 840 and with gypsum board manufacturer's recommendations.
- B. Minimum Room Temperatures: For non-adhesive attachment of gypsum board to framing, maintain not less than 40 deg F (4 deg C). For adhesive attachment and finishing of gypsum board maintain not less than 50 deg F (10 deg C) for 48 hours prior to application and continuously thereafter until drying is complete.
- C. Ventilate building spaces to remove water not required for drying joint treatment materials. Avoid drafts during dry, hot weather to prevent materials from drying too rapidly.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Gypsum Wallboard:
 - 1. Regular board:
 - a. ASTM C 36.
 - b. Thickness: As indicated, or if not indicated, in 5/8" thicknesses to comply with ASTM C840 for application and support spacing indicated.
 - c. Edges: Tapered.
 - d. Provide foil-backed where indicated.
 - 2. Fire-rated board (Type X):
 - a. ASTM C 36.
 - b. Thickness: 5/8"
 - c. Edges: Tapered
- B. Fasteners:
 - 1. Screws for sheet metal application:
 - a. Self-drilling, self-tapping, bugle head, for use with power driven tool.
 - b. Single layer and base layer application: Type S, 1" long.
 - c. Double layer screw attachment: Type S, 1-5/8" long.
 - 2. Screws for attaching to wood framing:

- a. Self-drilling, self-tapping, bugle head, for use with power driven tool.
 - b. Single layer and base layer application: Type W, 1-1/4".
 - c. Double layer adhesively laminated: Type G, 1-1/2".
- C. Joint Treatment Materials: Provide materials complying with ASTM C 475, ASTM C 840 and recommendations of manufacturer's of both gypsum board and joint treatment materials for the application indicated.
 - 1. Joint tape: Paper reinforcing tape.
 - 2. Joint compound: Ready-mixed vinyl-type for interior use.
 - a. Taping compound for first coat over fasteners and flanges of corner beads and edge trim.
 - b. Topping compound formulated for fill (second) and finish (third) coats.
- D. Laminating Adhesive:
 - 1. Manufacturer's recommendation for laminating multiple-ply application.
- E. Spot Grout: ASTM C 475, setting-type joint compound of type recommended for spot grouting hollow metal door frames.
- F. Sound Attenuation Blankets:
 - 1. ASTM C 665, Type I
 - 2. Thickness: 2"
 - 3. 3-1/2" batt insulation may be used at Contractor's option.
- G. Accessories:
 - 1. Corner beads: U.S.G. Perf-A-Bead or an approved equal.
 - 2. Edge trim: U.S.G. No. 200 series or an approved equal.
 - 3. Control joints: U.S.G. 093 or an approved equal.
- H. Drywall Texture-Walls:
 - 1. Provide "Wall Spray Texture" as manufactured by Gold Bond or approved equal.
 - 2. Texture: Light orange peel finish
- I. Drywall Texture-Ceilings:
 - 1. Provide "Spray Quick" texture as manufactured by Gold Bond or approved equal.
 - 2. Texture: Light orange peel finish

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General:
 - 1. Use wallboard of maximum lengths to minimize end joints.
 - 2. Stagger end joints when they occur.
 - 3. Locate end joints as far as possible from center of wall or ceiling.
 - 4. Steel Framing Installation Standard: Install steel framing to comply with ASTM C 754 and with ASTM C 840 requirements that apply to framing installation.

5. Install supplementary framing, blocking and bracing at terminations in the work and for support of fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, and similar construction to comply with details indicated and with recommendations of gypsum board manufacturer, or if none available, with "Gypsum Construction Handbook" published by United States Gypsum Co.
 6. Isolate steel framing from building structure to prevent transfer of loading imposed by structural movement, at locations indicated below to comply with details shown on Drawings:
 - a. Where edges of suspended ceilings abut building structure horizontally at ceiling perimeters or penetrations of structural elements.
 - b. Where partitions and wall framing abuts overhead structure. Provide slip or cushioned type joints as detailed to attain lateral support and avoid axial loading.
 7. Do not bridge building expansion and control joints with steel framing or furring members; independently frame both sides of joints with framing or furring members or as indicated.
- B. Framing:
1. Wall systems:
 - a. Erect non-load-bearing partitions with wood studs. Space studs at 16" o.c. and interconnect end studs in adjoining partitions with screws at 24" o.c.
 - b. Secure floor and ceiling runners to structure at 24" o.c. maximum.
 - c. Studs shall be installed in continuous lengths with no splicing in lengths up to 16' for 3-5/8" studs and 16' for 6" studs.
 2. Framed openings:
 - a. Ceiling openings: Install auxiliary framing at termination of drywall work, and at openings for light fixtures, air supply exhaust, access panels and similar work, as required for support of both the drywall construction and other work indicated for support thereon. Intermediate structural members, although not a part of the building structural system, shall be provided for attachment and suspension of support members.
 - b. Wall openings: Provide frames for openings required for doors, pass-throughs, access panels, fire dampers, ducts, cable trays and similar work. Install runner channel section cut 24" longer than rough-opening above and below framed opening. Bend, nest and secure runner ends to studs. Prepared openings above ceilings in fire-rated work shall conform to SMACNA and UL requirements.
 - (1) Space jack studs same as partition studs and screw to runner tracks above and below.
 - (2) Install two (2) studs at each jamb of each opening over 2'-0" wide.
- C. Wallboard:
1. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and end with not more than 1/16" open space between boards. Do not place tapered edges against cut edges or ends.
 2. Ceilings - single ply: Apply wallboard with long dimension at right angles to framing.
 3. Walls - single ply: Apply wallboard with long dimension at right angles to furring or framing, unless ceiling height is greater than 8'-2".
 - a. When installing wallboard horizontally attach upper wallboard first.
 - b. Stagger end joints to occur on different framing members on opposite sides of partition.
 4. Walls - two ply: Apply first ply so that a minimum of end joints and least amount of joint treatment occur in finish ply. Bond second ply with adhesive recommended by manufacturer.

5. Attachment:

- a. Fastening shall conform to ANSI A97.1.
- b. Use only screw fasteners.
- c. Space screws 12" o.c. along ends and edges and field of wallboard at walls and ceilings.
- d. Drive screws with positive clutch electric screwdriver.

D. Spot grout hollow metal door frames for solid core wood doors, hollow metal doors and doors over 32 inches wide. Apply spot grout at each jamb anchor clip just before inserting board into frame.

E. Where feasible, install accessories using the same fasteners to anchor flanges as required to fasten gypsum board to the supports. Otherwise, fasten flanges to comply with manufacturer's recommendations.

F. Control Joints:

1. Locate wall control joints at approximately 20' on centers. Do not locate wall control joints within 8" of a corner or opening.
2. Locate control joints at each jamb of every door on both sides of the partition. Extend joint from door head to top of the partition.
3. Door jamb control joints may serve as the required wall control joints if it lies within the approximately 20' spacing as described above.

G. Taping and Finishing Joints:

1. Taping and embedding joints:
 - a. Apply compound in thin uniform layer to joints and angles to be reinforced.
 - b. Apply reinforcing tape immediately.
 - c. Center tape over joint, and seat tape into compound.
 - d. Leave approximately 1/64 in. to 1/32 in. compound under tape to provide bond.
 - e. Apply skim coat immediately following tape embedment but not to function as fill or second coat.
 - f. Fold tape and embed in angles to provide true angle.
 - g. Dry embedding coat prior to application of fill coat.
2. Filling:
 - a. Apply joint compound over embedding coat.
 - b. Fill taper flush with surface.
 - c. Apply fill coat to cover tape.
 - d. Feather out fill coat 2 inches beyond tape and previous joint compound line.
 - e. Joints with no taper: Feather out at least 4 in. on either side of tape.
 - f. Do not apply fill coat on interior angles.
 - g. Allow fill coat to dry prior to application of finish coat.
3. Finishing:
 - a. Spread joint compound evenly over and 2 inches beyond fill coat on all joints.
 - b. Feather to smooth, uniform finish.
 - c. Apply finish coat to taped angles to cover tape and taping compound.
 - d. Sand final application of compound to provide surface ready for decoration.

H. Filling and finishing depressions:

1. Apply joint compound as first coat to fastener depressions.
2. Apply at least two additional coats of compound after first coat is dry.

3. Leave filled and finished depressions level with plane of surface.

I. Finishing Beads and Trim:

1. First fill coat:
 - a. Apply joint compound to bead and trim.
 - b. Feather out from ground to plane of the surface.
 - c. Dry compound prior to application of second fill coat.
2. Second fill coat:
 - a. Apply joint compound in same manner as first fill coat.
 - b. Extend beyond first coat onto face of wallboard.
 - c. Dry compound prior to application of finish coat.
3. Finish coat:
 - a. Apply joint compound to bead and trim.
 - b. Extend beyond second fill coat.
 - c. Feather finish coat from ground to plane of surface.

J. Drywall Textures:

1. Surface Preparation and Primer: Prepare and prime drywall and other surfaces in accordance with texture finish manufacturer's instructions. Apply primer to all surfaces to achieve texture finish.
 - a. Primer shall be Glidden Y-5700 or approved equal.
2. Texture Application: Mix and apply texture to drywall in accordance with manufacturer's instructions to produce a uniform texture without starved spots or other evidence of thin application, and free of application patterns.
3. Remove any texture droppings or overspray from door frames, windows and other adjoining work.

3.3 REPAIR AND PROTECTION

A. Screw Pop:

1. Repair screw pop by driving new screw approximately 1-1/2" from screw pop and reseal screw.
2. When face paper is punctured drive new screw approximately 1-1/2" from defective fastening and remove defective fastening.
3. Fill damaged surface with compound.

B. Ridging:

1. Do not repair ridging until condition has fully developed: approximately six months after installation or one heating season.
2. Sand ridges to reinforcing tape without cutting through tape.
3. Fill concave areas on both sides of ridge with topping compound.
4. After fill is dry, blend in topping compound over repaired area.

C. Fill cracks with compound and finish smooth and flush.

D. Provide protection and maintain conditions in a manner which ensures gypsum wallboard construction being without damage or deterioration at time of Substantial Completion.

09900 PAINTING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes surface preparation, painting, and finishing of exposed interior and exterior items and surfaces.
 - 1. Surface preparation, priming, and finish coats specified in this section are in addition to shop priming and surface treatment specified under other sections.
- B. Paint exposed surfaces whether or not colors are designated in “schedules,” except where a surface or material is specifically indicated not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, the Architect will select from standard colors or finishes available.
 - 1. Painting includes field painting exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron work, and primed metal surfaces of mechanical and electrical equipment.

1.2 DEFINITIONS

- A. “Paint” includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.

1.3 SUBMITTALS

- A. Product Data: Manufacturer’s technical information, label analysis, and application instructions for each material proposed for use.
 - 1. List each material and cross-reference the specific coating and finish system and application. Identify each material by the manufacturer’s catalog number and general classification.
- B. Samples for initial color selection in the form of manufacturer’s color charts.
 - 1. After color selection, the Architect will furnish color chips for surfaces to be coated.
- C. Samples for verification purposes: Provide samples of selected color and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate. Define each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.
 - 1. Provide a list of material and application for each coat of each sample. Label each sample as to location and application.

2. Submit samples on the following substrates for the Architect's review of color and texture only:
 - a. Concrete: Provide two 4inchsquare samples for each color and finish.
 - b. Stained or Natural Wood: Provide two 4 by 8 inch samples of natural and stained wood finish on actual wood surfaces.

1.4 QUALITY ASSURANCE

- A. Single-Source Responsibility: Provide primers and undercoat paint produced by the same manufacturer as the finish coats.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturer's name and label.
 1. Product name or title of material.
 2. Product description (generic classification or binder type).
 3. Federal Specification number, if applicable.
 4. Manufacture's stock number and date of manufacturing.
 5. Contents by volume, for pigment and vehicle constituents.
 6. Thinning instructions.
 7. Application instructions.
 8. Color name and number.
- B. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
 1. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.

1.6 JOB CONDITIONS

- A. Apply water based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 deg F and 90 deg F.
- B. Apply solvent thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 deg F and 95 deg F.

- C. Do not apply paint in snow, rain, fog, or mist, when the relative humidity exceeds 85 percent, at temperatures less than 5 deg F above the dew point, or to damp or wet surfaces.
- 1. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during application and drying periods.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturer: Subject to compliance with requirements, provide products of one of the following or equal:
 - 1. The Sherwin-Williams Company (S-W)
 - 2. PPG Industries, Pittsburgh Paints (Pittsburgh)
 - 3. Pratt and Lambert (P&L)

2.2 PAINTING SYSTEMS

- A. Exterior Metal:
 - Surfaces - Exterior steel, iron and galvanized items such as roof top equipment, metal frames, for exterior doors, exterior hollow metal doors, uninsulated piping systems, and other exterior ferrous metal not otherwise specified.
 - Primer for Bare Steel & Iron - Red Metal Primer
 - Primer for Galvanized Metal - Galvanized Metal Primer
 - Finish - Exterior Alkyd Enamel (2 coats)
- B. Interior Wood: (Semi-gloss finish)
 - Surfaces - Closet and storage shelving
 - Primer - Alkyd enamel undercoater
 - Finish - Interior Latex Enamel (2 coats)
- C. Interior Wood: (Varnish Finish)
 - Surfaces - Millwork, doors and trim
 - Finish - Satin wood varnish systems (3 coats)
 - Stain as selected by Architect
- D. Gypsum Board: (Flat Latex)
 - Surfaces - Ceilings
 - Primer - 1 coat mixture Sherwin-Williams 1 gal.
Promar filler to 1 gal. Promar latex flat wall paint

Finish - 2 coats Promar latex flat wall paint

E. Gypsum Board: (Semi-gloss)

Surfaces - Walls

Spot prime cemented and taped joints with Promar latex wall primer and

Primer - 1 coat Sherwin-Williams Promar latex wall paint

Finish - Sherwin-Williams Promar Alkyd Semi-Gloss Enamel

F. Gypsum Board: (Epoxy)

Surfaces - Walls and Ceilings

Spot prime cemented and taped joints with Promar latex wall primer and

Primer - 1 coat Sherwin-Williams Promar latex wall paint

Finish - 2 coats Sherwin-Williams water based epoxy B70W Series

G. Interior Metal:

Surfaces - Metal Doors and frames; Grilles, Registers

Spot prime cemented and taped joints with Promar latex wall primer and

Primer for Bare Steel & Iron -Red Metal Primer

Primer for Galvanized Metal - Galvanized Metal Primer

Finish - Egg Shell Alkyd System (2 coats)

H. Interior Concrete: (Epoxy)

Surfaces - Walls

Primer - 1 coat Sherwin-Williams PrepRite Masonry Primer

Finish - 2 coats Tile - Promar 200 interior Alkyd Gloss

Surfaces - Floors (Existing)

Etching - H&C Etching Solutions

Finish - 2 coats Sherwin Williams Porch and Floor Enamel (Water-Based)

I. Interior Masonry Blocks: (Semi-gloss)

Surfaces - Walls

Primer - 1 coat Sherwin-Williams Promar Block Filler

Finish - 2 coats Sherwin-Williams Promar 200

J. Exterior Wood

Surfaces - Walls and Soffits

Primer - 1 coat Sherwin-Williams Woodscapes Exterior Acrylic Solid Color House Stain

Finish - 1 coats Sherwin-Williams Woodscapes Exterior Acrylic Solid Color House Stain

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions under which painting will be performed for compliance with requirements for application of paint. Do not begin paint application until unsatisfactory conditions have been corrected.
 - 1. Start of painting will be construed as the Applicator's acceptance of surfaces and conditions within a particular area.

3.2 PREPARATION

- A. General Procedures: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items in place that are not to be painted, or provide surface-applied protection prior to surface preparation and painting. Remove these items if necessary for complete painting of the items and adjacent surfaces. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
 - 1. Clean surfaces before applying paint or surface treatments. Remove oil and grease prior to cleaning. Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- B. Surface Preparation: Clean and prepare surfaces to be painted in accordance with the manufacturer's instructions for each particular substrate condition and as specified.
 - 1. Provide barrier coats over incompatible primers or remove and reprime. Notify Architect in writing of problems anticipated with using the specified finish coat material with substrates primed by others.
 - 2. Cementitious Materials: Prepare concrete, concrete masonry block surfaces to be painted. Remove efflorescence, chalk, dust, dirt, grease, oils, and release agents. Roughen as required to remove glaze. If hardeners or sealers have been used to improve curing, use mechanical methods of surface preparation.
 - a. Clean concrete floors to be painted with a 5 percent solution of muriatic acid or other etching cleaner. Flush the floor with clean water to remove acid, neutralize with ammonia, and rinse; allow to dry and vacuum before painting.
 - 3. Wood: Clean surfaces of dirt, oil, and other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
 - a. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer before application of primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.

- b. Prime, stain, or seal wood to be painted immediately upon delivery. Prime edges, ends, faces, undersides, and backsides of wood, including cabinets, counters, cases, and paneling.
 - c. When transparent finish is required, back prime with spar varnish.
 - d. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately upon delivery.
- 4. Ferrous Metals: Clean no galvanized ferrous metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with recommendations of the Steel Structures Painting Council.
- C. Materials Preparation: Carefully mix and prepare paint materials in accordance with manufacturer's directions.
 - 1. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
 - 2. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
 - 3. Use only thinners approved by the paint manufacturer, and only within recommended limits.
- D. Tinting: Tint each undercoat a lighter shade to facilitate identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.3 APPLICATION

- A. Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
- C. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
- D. Minimum Coating Thickness: Apply materials at not less than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire system as recommended by the manufacturer.
- E. Prime Coats: Before application of finish coats, apply a prime coat of material as recommended by the manufacturer to material that is required to be painted or finished and has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed

areas in first coat appears, to assure a finish coat with no burn through or other defects due to insufficient sealing.

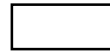
- F. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.
- G. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
- H. Transparent (Clear) Finishes: Use multiple coats to produce a glass smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.
 - 1. Provide satin finish for final coats.
- I. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.

3.4 CLEANING

- A. Cleanup: At the end of each work day, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
- B. Upon completion of painting, clean glass and paint spattered surfaces. Remove spattered paint by washing and scraping, using care not to scratch or damage adjacent finished surfaces.

3.5 PROTECTION

- A. Protect work of other trades, whether to be painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.
- B. Provide “wet paint” signs to protect newly painted finishes. Remove temporary protective wrappings provided by others for protection of their work after completion of painting operations.
 - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.



H600 SERIES(AW50)
DIRECT SET
3 1/4" FRAME DEPTH

FEATURES

1.) Available Configurations

- Direct Set
- Wire frame capabilities

2.) Main frame / Sash

- Thermal break is 1/2" wide in all frame rail extrusions.
- Nailing fin(optional)

3.) Commercial Framing System

- 3 1/4" main-frame
- 0.125" wall thickness of interior and exterior walls,
- .094" wall thickness elsewhere.

5.) Performance

- Structural & Thermal (Test reports or thermal simulations available upon request)
- AW80 (reduced test size of 60" x 60")

6.) Glazing

- 1" insulated glass
- Capillary tubes (optional)
- Argon gas
- Wide variety of glazing, tinting and thickness options

7.) Muntin choices

- Internal or simulated divided lites available

8.) Finish

- Baked on powder coat finish meets ANSA/AAMA 2604 specs and is available in 11 standard colors
- 2605 (equal to 70% Kynar) powder coat finish
- Custom painted finish
- Clear and color Anodic finishes available(AAMA 611-98)

10.) Panning & Trim choices

- Wide variety of panning, receptor and trim available

11.) Specialty

- Structural mulls
- Simulated Divided Lites

PERFORMANCE

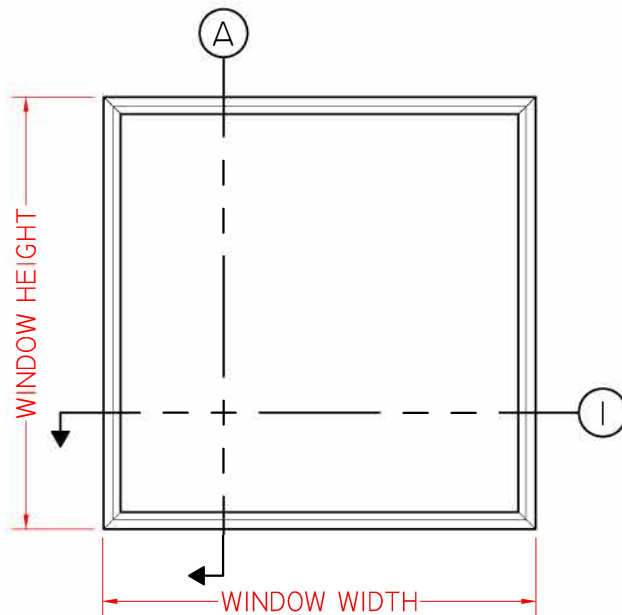
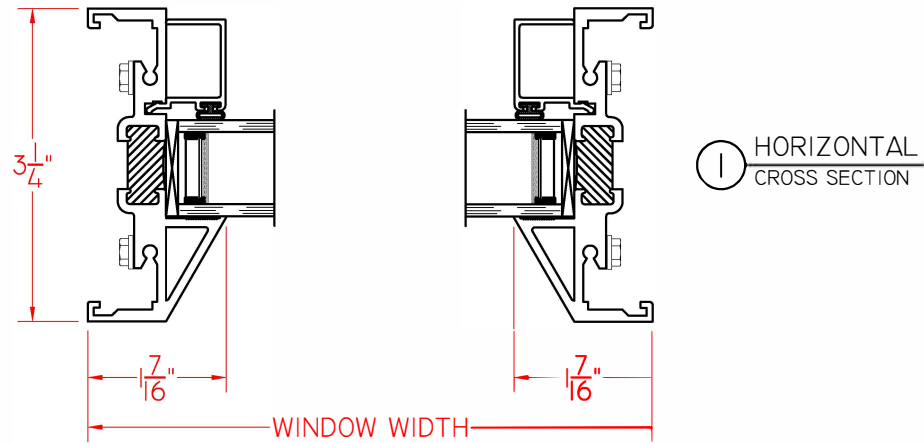
The performance numbers listed below represent independent laboratory test on Quaker Windows at the time of publication. Please contact Quaker Window for the most recent performance data.

Model	AAMA/WDMA/CSA 101/I.S.2/A440-08 AND -11 RATING	Structural Load P.S.F.	Air At 50 MPH (cfm/ft²)	Water (No Penetration) PSF	CR Condensation Resistance	U-value	SHGC
Casement (Project-out)	AW-PG50-FW	75.19	<0.01	10.03	62	0.29	0.33
						W/ Standard Low-E & Argon	
						54	0.24
						W/ Energy Max Low-E & Argon 3/16" panes	0.23

Window test size: 60" X 99"

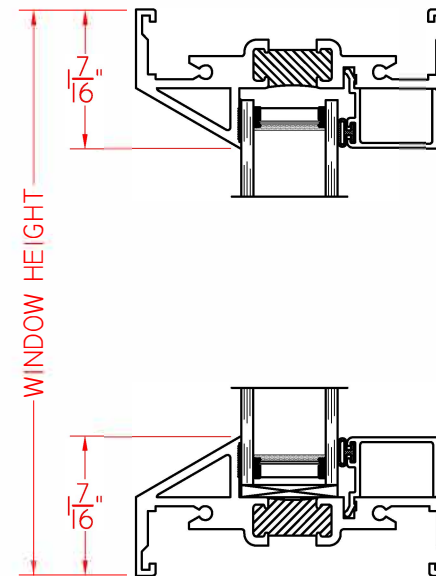


H600 PICTURE WINDOW



ELEVATION SCALE 3/4" = 1'-0"

Ⓐ VERTICAL
CROSS SECTION



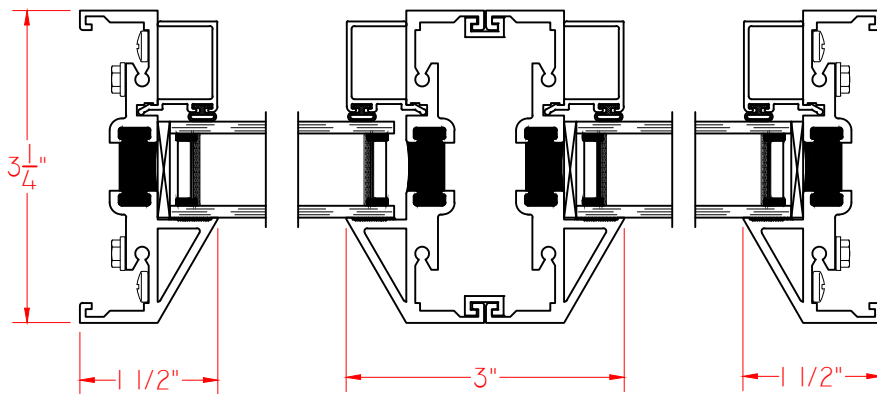


QUAKER
COMMERCIAL WINDOWS AND DOORS

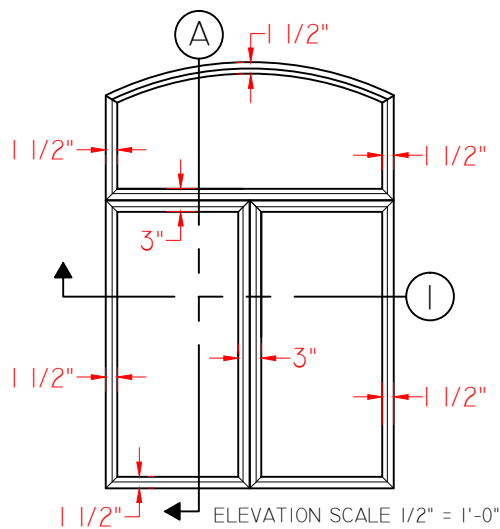
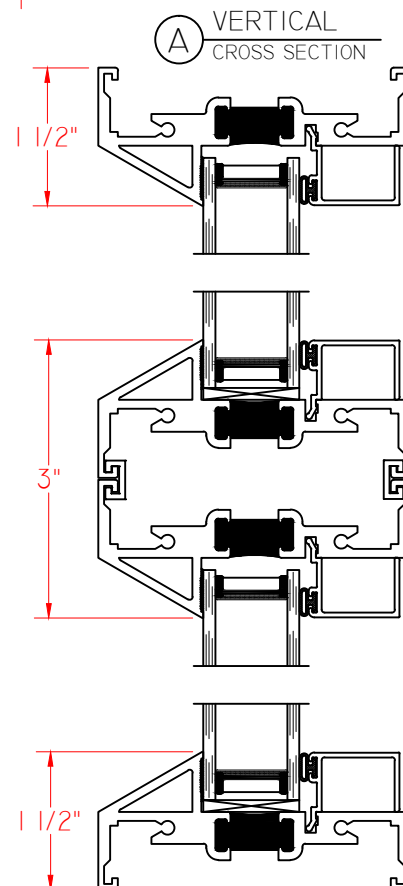


Historical
SERIES

H600 Direct Set Picture



① HORIZONTAL
CROSS SECTION



ELEVATION SCALE 1/2" = 1'-0"

FAYETTEVILLE CITY HALL



PERMITS & APPLICABLE CODES

All construction and methods will meet standard acceptable practice and comply to all applicable ordinances and restrictions adopted by the City of Fayetteville, Arkansas, and the Arkansas State Fire Prevention Code.

GENERAL NOTES

- Contractor shall verify all dimensions and conditions prior at the job site prior to commencing construction. Discrepancies shall be brought to the attention of the architect before proceeding with the work.
- Contractor shall obtain the latest set of drawings, including any revisions, before stating construction.
- No changes or substitutions shall be made without prior written approval of the architect.
- All construction shall meet the requirements of local ordinances, the International Building Code & the International Residential Code, current editions.
- All dimensions must be verified in the field. Any major discrepancies or discrepancies precipitating a material change of the intended design must be brought to the attention of the architect immediately.
- Written dimensions take precedence over scaled dimensions. Do not scale reproductions as it may not accurately reflect the published scale of the drawings.
- This project has been drawn using Autodesk Revit 2016. Precise measurements, not included in the published set, may be obtained by contacting the architect.
- The architect, on behalf of the owner, reserves the right to reject any work that is defective or of poor workmanship or work that deviates from the specifications of these documents.
- Drawings are to be issued to subcontractors in complete sets so that all architectural details affect their work is included.
- The architect reserves the right to check and approve all shop drawings and does not accept any responsibility for the interpretation of these plans by others.
- Shop drawings of all specialty items including, but not limited to, cabinetry, steelwork, etc. shall be submitted to the architect for approval prior to fabricating these items.
- All sections and details shall be considered typical and apply for the same and similar situations throughout the building, unless otherwise noted.
- Should the contractor or subcontractor require details not provided in these documents, the architect should be contacted immediately. The architect will provide clarification in written or graphic form as necessary.

"I HEREBY CERTIFY THAT THESE PLANS AND SPECIFICATIONS HAVE BEEN PREPARED BY ME, OR UNDER MY SUPERVISION. I FURTHER CERTIFY THAT TO THE BEST OF MY KNOWLEDGE THESE PLANS AND SPECIFICATIONS ARE AS REQUIRED BY LAW AND IN COMPLIANCE WITH THE ARKANSAS FIRE PREVENTION CODE FOR THE STATE OF ARKANSAS 2012 EDITION."

TIM MADDOX

SHEET INDEX

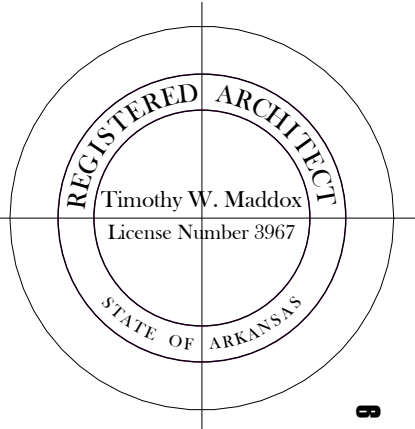
1.0 COVER SHEET
a2.1 EXTERIOR ELEVATIONS
a2.2 WINDOW SCHEDULES

MATERIAL LEGEND

- | | |
|--|----------------------------|
| | FACEBRICK |
| | MASONRY BLOCK |
| | PLYWOOD |
| | WOOD (FINISH OR STUD WALL) |
| | WOOD (BLOCKING) |
| | INSULATION (BATT) |
| | INSULATION (RIGID) |
| | GYP. BOARD OR PLASTER |
| | METAL |
| | METAL STUDS |
| | CONCRETE |

SYMBOL LEGEND

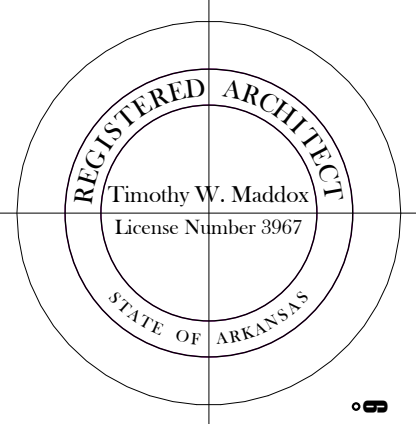
- | | | | | |
|--|----------------|---------------|--|-----|
| | SIM | SECTION SHEET | | SIM |
| | WALL ELEVATION | | | |
| | DOOR TAG | | | |
| | WINDOW TAG | | | |
| | GENERAL NOTE | | | |
| | FIXTURE | | | |
| | LEVEL CHANGE | | | |
| | NORTH ARROW | | | |



deMx architecture, p.a.
104 N East Avenue | Fayetteville, Arkansas 72701 | 479.966.4871

Window Replacement
Fayetteville City Hall
113 W Mountain St

1.0

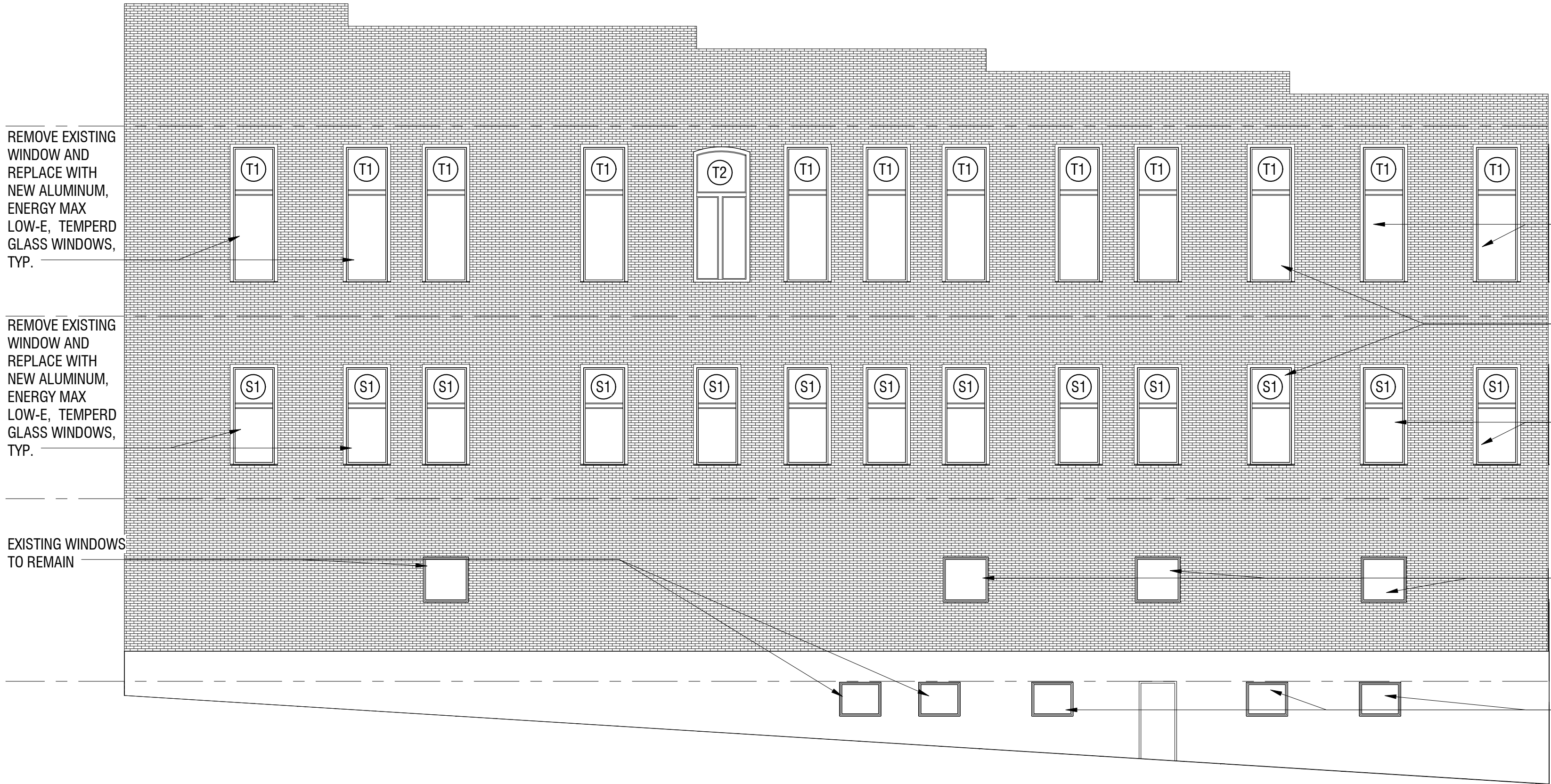


deMx architecture, p.a.
104 N East Avenue | Fayetteville, Arkansas 72701 | 479.966.4871

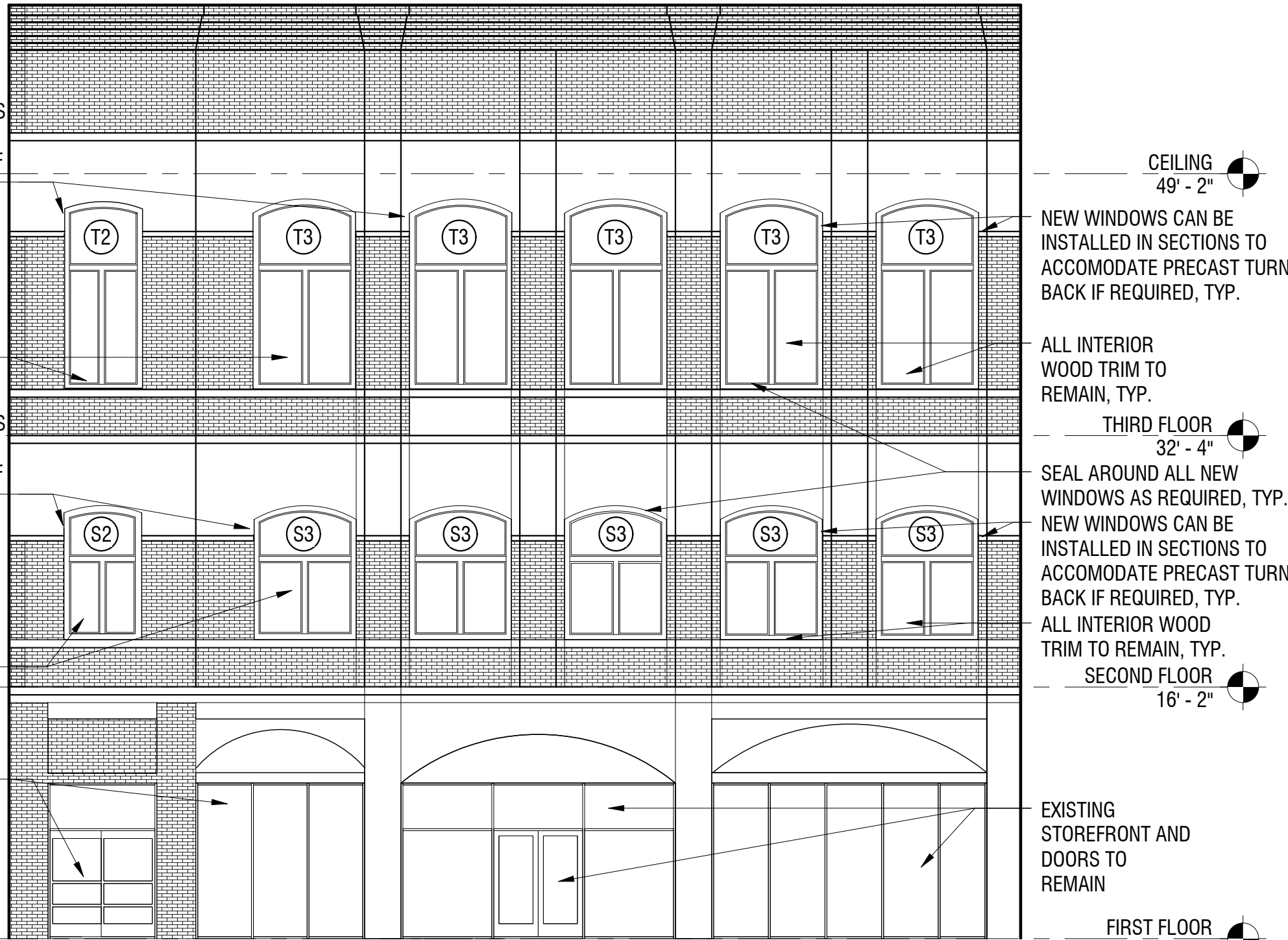
Window Replacement
Fayetteville City Hall
113 W Mountain St

a21

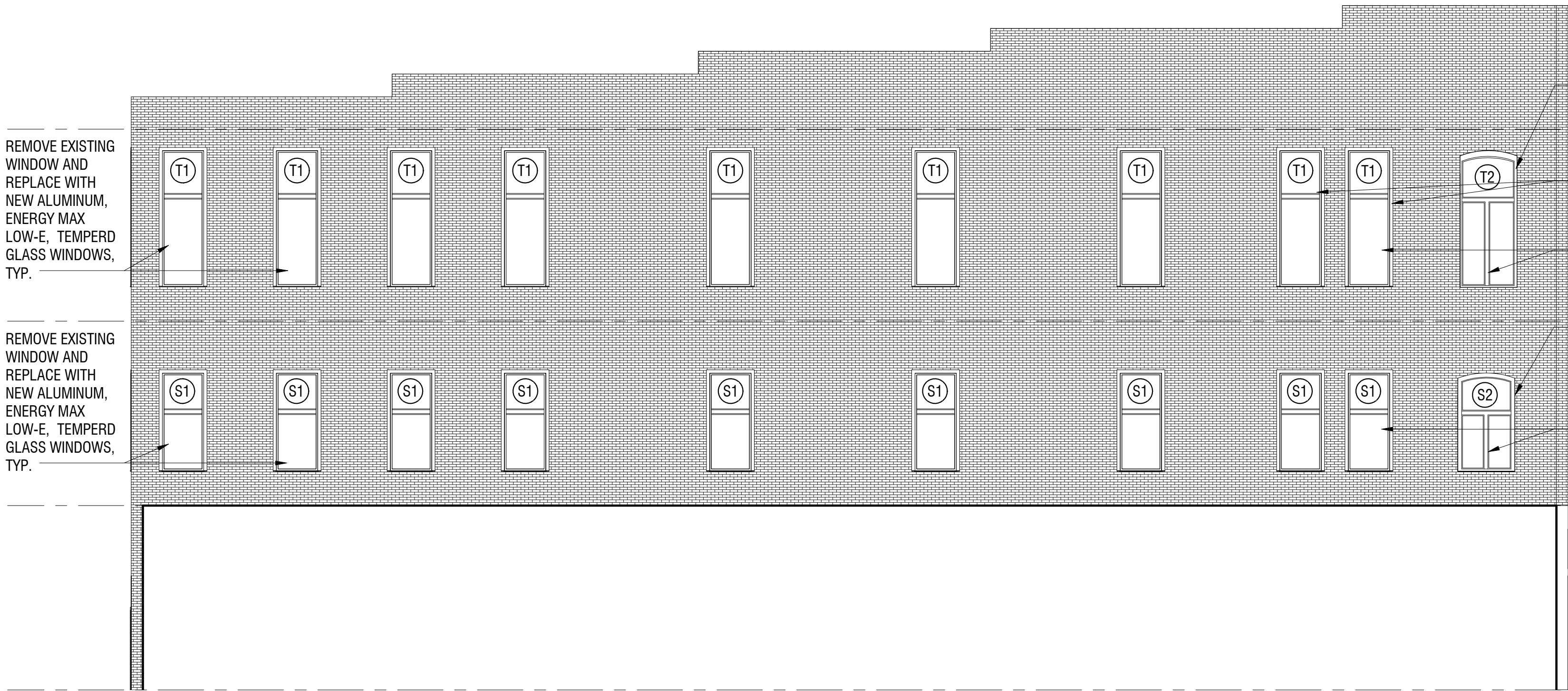
GENERAL NOTES:	
	DESCRIPTION
1	Building to remain in operation during demolition and installation. Contractor to schedule work with Owner's representative.
2	Contractor to coordinate any utility shut offs with Owner's representative.
3	Contractor to coordinate work hours with Owner's representative.
4	Contractor to coordinate all inspections and approvals.
5	All safety rules and regulations to be followed at all times.
6	Contractor to coordinate removal of demolition with Owner's representative.
7	Contractor to restore all insulation, interior and exterior trim, and the like to original condition. Match existing if repair work is needed.



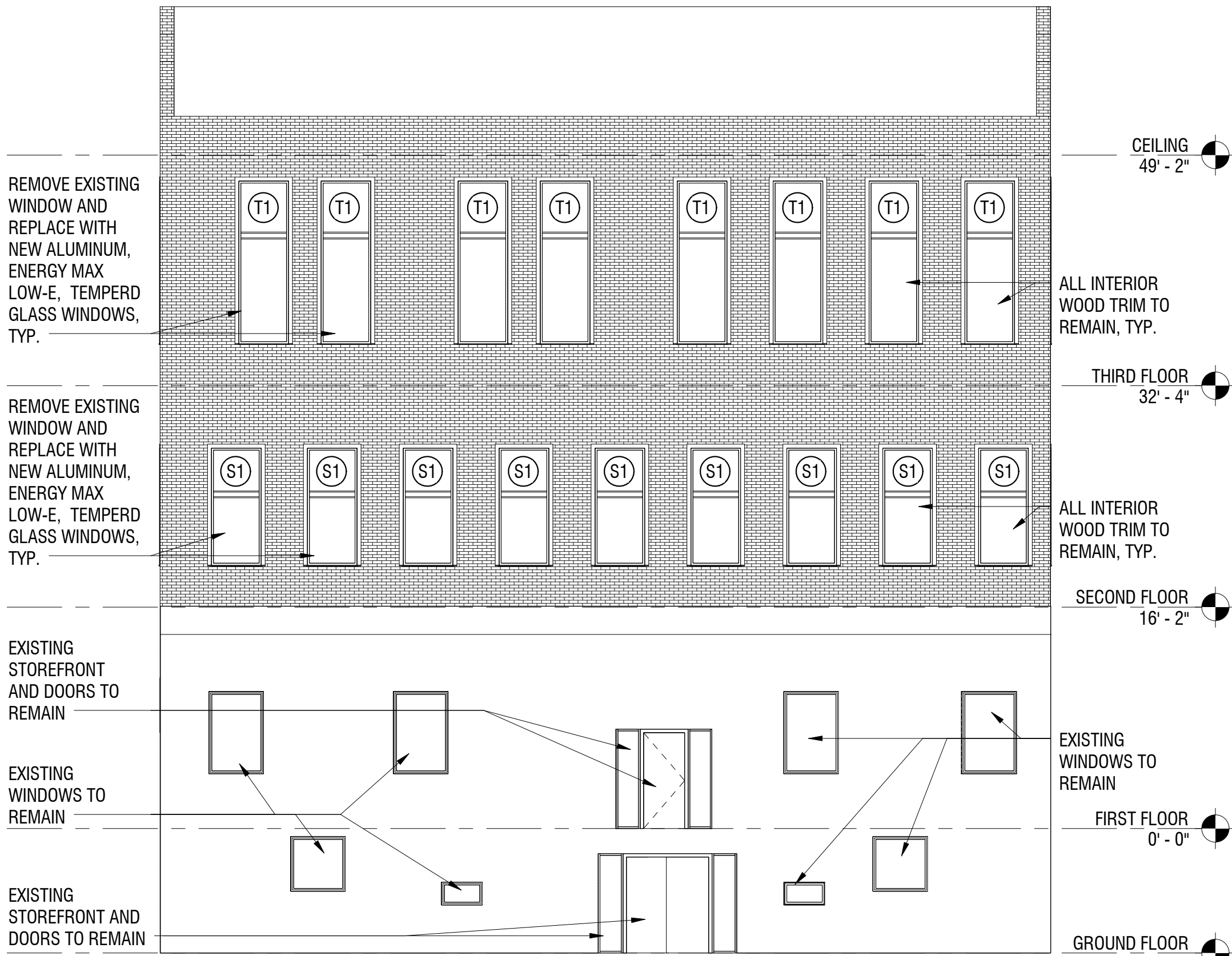
WEST ELEVATION
1/8" = 1'-0"



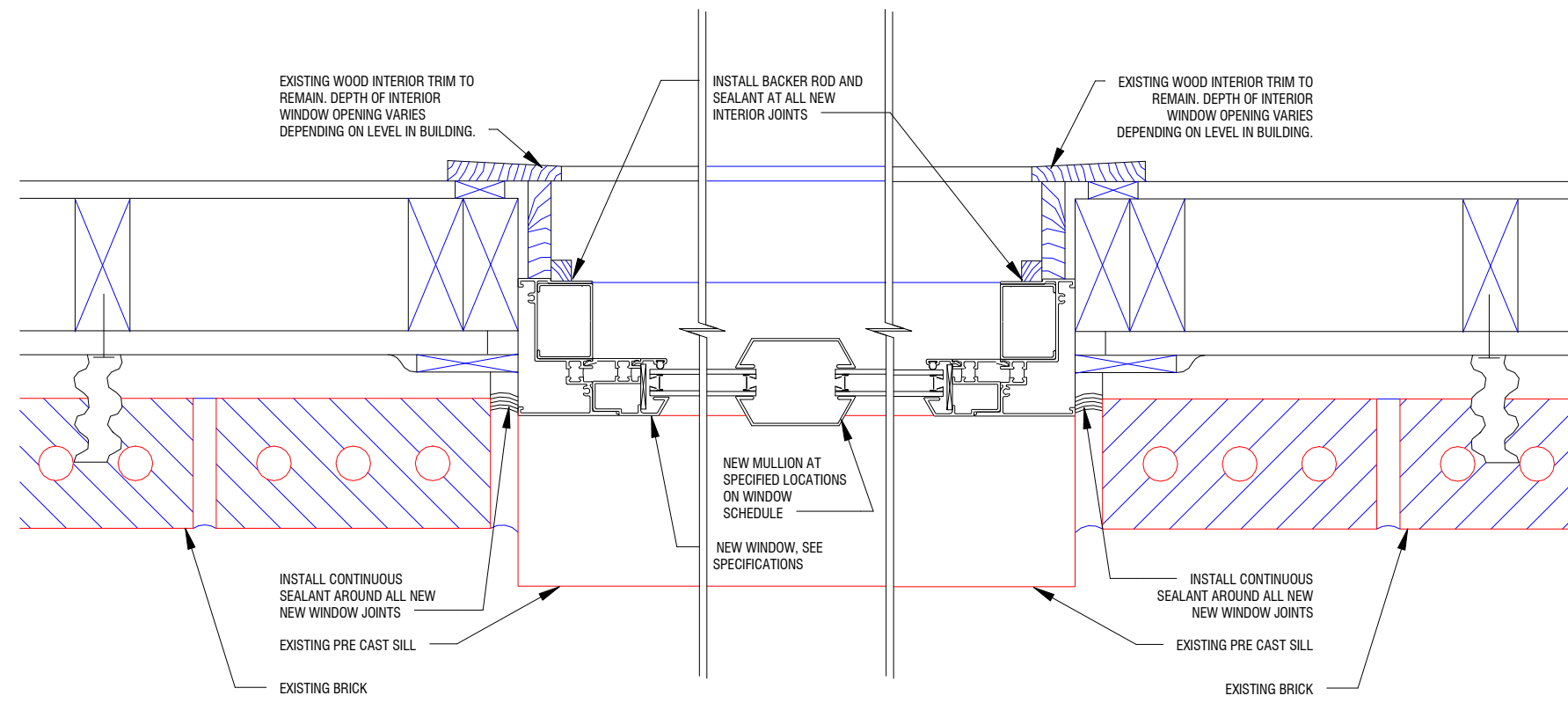
NORTH ELEVATION
1/8" = 1'-0"



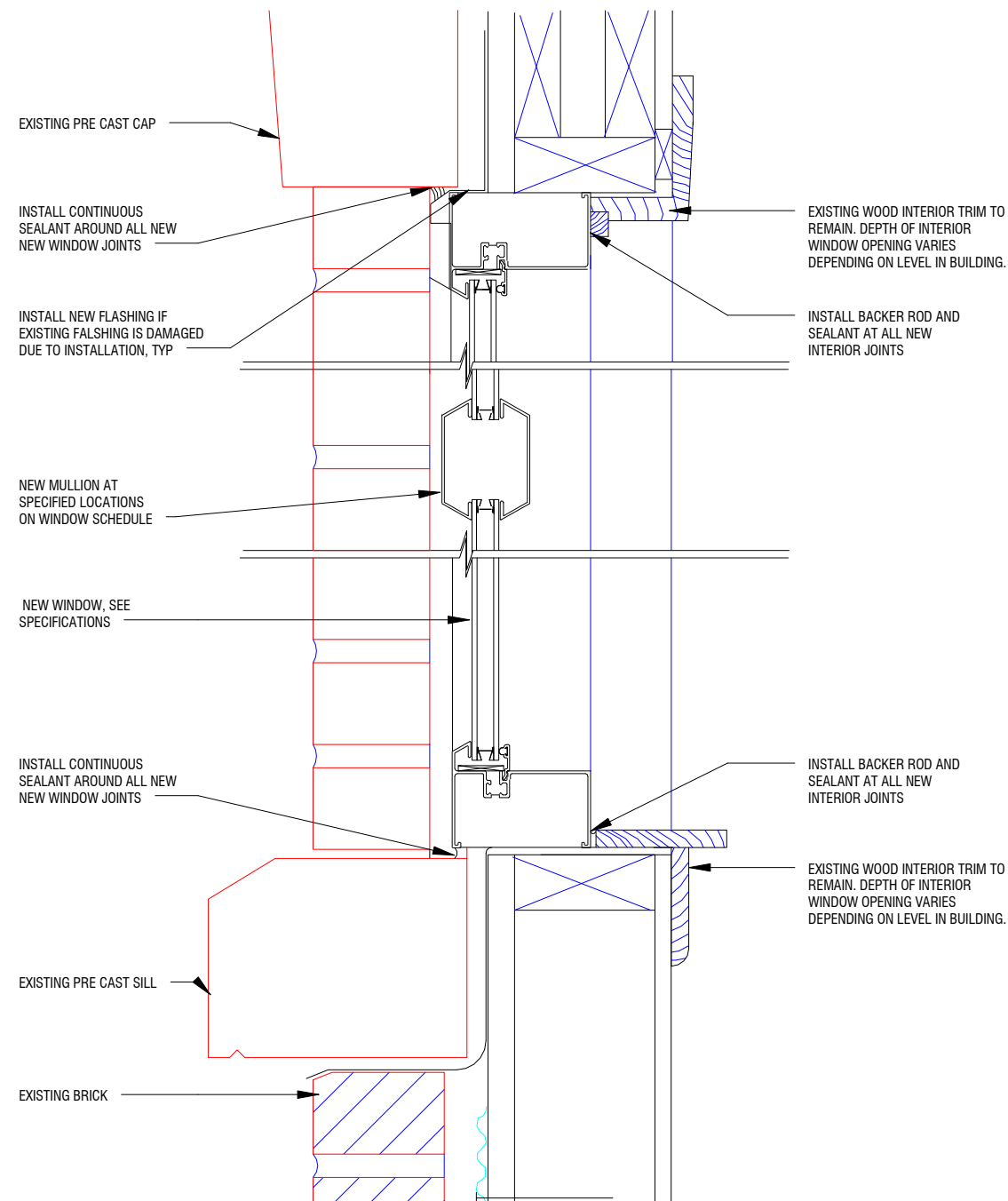
EAST ELEVATION
1/8" = 1'-0"



SOUTH ELEVATION
1/8" = 1'-0"

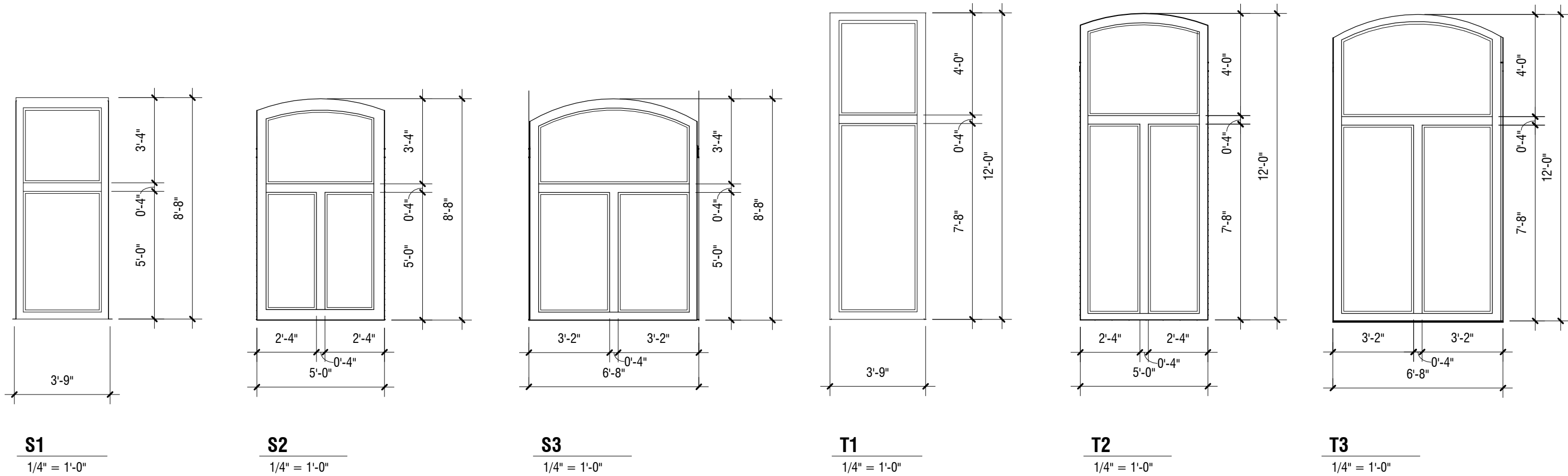


WINDOW CROSS SECTION

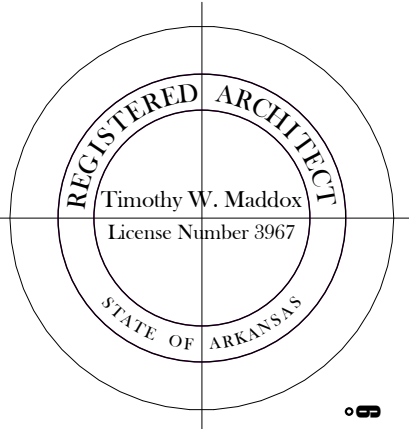


WINDOW SECTION
3" = 1'-0"

WINDOW SCHEDULE						REMARKS
MARK	WINDOWS		T	NO.	FRAME TYPE	
	W	H				
S1	3'-9"	8'-8"	3 1/4"	31	ALUMINUM	
S2	5'-0"	8'-8"	3 1/4"	2	ALUMINUM	
S3	6'-8"	8'-8"	3 1/4"	5	ALUMINUM	
T1	3'-9"	12'-0"	3 1/4"	29	ALUMINUM	
T2	5'-0"	12'-0"	3 1/4"	3	ALUMINUM	
T3	6'-8"	12'-0"	3 1/4"	5	ALUMINUM	
SCHEDULE NOTES: ALL WINDOWS ARE FIXED WITH CUSTOM SDLS WITH ENERGY MAX LOW-E, TEMPERED GLASS, COLOR: TOFFEE						



Feild verify all dimensions for actual opening size



deMx architecture, p.a.

Window Replacement Fayetteville City Hall

a2.2

**ReBid Set
38616**

Bid 17-61, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Thursday August 24, 2017

To: All Prospective Vendors

From: Les McGaugh – 479.575.8220 – lmcgaugh@fayetteville-ar.gov

RE: Bid 17-61, Construction – City Hall Window Replacement Rebid

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Bidders should indicate their receipt of same in the appropriate blank of the Bid Form. **BIDDERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. Updated list for Pre-Approved Manufacturers of windows (Page 39 of Bid 17-44, PROJECT MANUAL):
 - a. Quaker H600 series with tempered, Argon filled, energy max Low-E glazing
 - b. Kawneer TR7100 with tempered, argon filled, Low E Glazing (bronze).
2. For Bidding Purposes, assume the roof on the east side of City Hall will support scaffolding. After the bid the City will provide an engineer review of the structure.
3. The following answers were given during the pre-bid meeting:
 - a. Bids submitted with exceptions will be rejected.
 - b. 65 days of installation will be allowed.
 - c. Tentative Timeline is below. It is the City's intention to obtain a signed contract the day of the bid opening.
 - i. **ANTICIPATED PROJECT TIMELINE:** Subject to change

Date	Time	Description
Friday, September 01, 2017	Before 2:00 PM, local time	Bid Deadline
Friday, September 01, 2017	4:00 PM	Deadline for of contract, City Clerk deadline for City Council Meeting
Tuesday September 12, 2017	4:30 PM	City Council Agenda Session Meeting for 09/19/17
Tuesday, September 19, 2017	5:30 PM	City Council Meeting to consider contract for approval
Week of September 25th, 2017	TBD	Windows ordered
Week of December 4th, 2017	TBD	Windows arrive, approved, and 65 Day Installation time begins.

4. The City held a non-mandatory pre-bid meeting held at the City on Monday August 21, 2017. Attached is the sign-in sheet for those who attended.



City of Fayetteville, Arkansas
Attendance Sheet

BID/RFP/RFQ #: Bid 17-61

Description: City Hall window Replacement Rebid

Function (circle one) : Bid Opening, Selection Committee Meeting Pre-Bid, Interview

Date: 08 / 21 / 2017 Time: 2:00 PM

City staff e-mail includes "@fayetteville-ar.gov"

	Name	Company	Title	Phone	Email
1	Les McGough	City of Fayetteville	Purch Agent	575-2220	lmcgough@
2	Sarah McGough	denX	architect	966 4871	sarah@denxarch.com
3	JEREMY BEWERS	EAST HARPING	A.M	479-267-6485	JBewers@EastHarping
4	Wade Abernathy	CoF	Facilities Director	575-2361	wabernathy@fayetteville-ar.gov
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City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0487

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 1

RFQ 17-12 CROSSLAND CONSTRUCTION COMPANY, INC.:

A RESOLUTION TO AUTHORIZE A CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY, INC., PURSUANT TO RFQ 17-12, FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION AND RENOVATION PROJECTS, TO APPROVE PHASE ONE PRE-CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$110,000.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,000.00 FOR PHASE ONE

WHEREAS, Fayetteville voters approved the issuance of bonds in the amount of \$26,500,000.00 for the expansion of the Fayetteville Public Library, which will be completed at the same time as the Library's renovation of its existing building; and

WHEREAS, the City will be responsible for paying architectural and construction costs up to \$26,900,000.00, which is the total amount raised from the sale of the bonds, with the Library responsible for the remaining approximately \$23,000,000.00 in costs; and

WHEREAS, the bulk of the cost of this contract will be finalized in a change order establishing a Guaranteed Maximum Price for Phase Two of the project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes a contract with Crossland Construction Company, Inc., pursuant to RFQ 17-12, for Construction Manager at Risk services for the Fayetteville Public Library Expansion and Renovation Projects, including approval of Phase One pre-construction services in an amount not to exceed \$110,000.00, and further approves a project contingency in the amount of \$15,000.00 for Phase One.

City of Fayetteville Staff Review Form

2017-0487

Legistar File ID

9/19/2017

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

Paul A. Becker

9/1/2017

CHIEF FINANCIAL OFFICER (110)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an agreement for Construction Manager at Risk Services, procured thru RFQ 17-12, between the City of Fayetteville, Fayetteville Public Library and Crossland Construction Company Inc., for Phase 1 pre-construction services in a not to exceed amount of \$110,000 and authorizing a project and contract contingency in the amount of \$15,000. At a later date, the City and Library will consider a change order for Phase 2, for construction services which is intended to establish a Guaranteed Maximum Price (GMP) for the expansion of the Library.

Budget Impact:

4150.800.9150-5804.00

Library Construction

Account Number

Fund

17007.1

Fayetteville Public Library Expansion

Project Number

Project Title

Budgeted Item? Yes

Current Budget \$ 26,905,000.00

Funds Obligated \$ 3,016,685.90

Current Balance \$ 23,888,314.10

Does item have a cost? Yes

Item Cost \$ 125,000.00

Budget Adjustment Attached? No

Budget Adjustment

Remaining Budget \$ 23,763,314.10

V20140710

Previous Ordinance or Resolution #

Original Contract Number:

Approval Date:

Comments:



MEETING OF SEPTEMBER 19, 2017

TO: Mayor and City Council

THRU: Don Marr, City of Fayetteville, Chief of Staff
David Johnson, Fayetteville Public Library, Executive Director

FROM: Paul A. Becker, City of Fayetteville, Chief Financial Officer
Stephen Davis, Fayetteville Public Library, Accounting and HR Director

DATE: Friday, September 01, 2017

SUBJECT: **Construction Manager at Risk Services for the Fayetteville Public Library Expansion – Phase 1**

RECOMMENDATION:

Approval of an agreement for Construction Manager at Risk Services, procured thru RFQ 17-12, between the City of Fayetteville, Fayetteville Public Library and Crossland Construction Company Inc., for Phase 1 pre-construction services in an amount not to exceed \$110,000, and authorizing a project and contract contingency in the amount of \$15,000. At a later date, the City and Library will consider a change order for Phase 2, for construction services which is intended to establish a Guaranteed Maximum Price (GMP) for the expansion of the Library.

On Tuesday, August 22, 2017 the Library Board of Trustees passed a resolution authorizing signatures for this agreement.

BACKGROUND:

Fayetteville Public Library began the process of evaluating space needs in late 2012 when it became clear that patron experience was being negatively impacted by increased usage of the Blair Library.

The Fayetteville Public Library Board of Trustees completed a Master Plan in August 2013 indicating City of Fayetteville needed an additional 80,000 square feet of library space to serve the needs of the projected city population in 2030.

Subsequent to the completion of the Master Plan, City Hospital property became available for purchase. That purchase was completed on July 5, 2017.

In April 2016, the Board of Trustees authorized seeking debt service and operations & maintenance millage to fund both the construction and equipping of the proposed new space as well as the funding to operate and maintain the existing and new facilities. Fayetteville voters approved both millage requests in a referendum held August 9, 2016. The referendum authorized \$26.5 million in bonds to be issued for the construction and equipping of an

expanded Fayetteville Public Library. The bonds were sold and generated a project fund of \$26.9 million.

DISCUSSION:

The City of Fayetteville Purchasing Division managed the RFQ process of selecting a construction manager at risk for the Fayetteville Public Library Expansion. The Request for Statements of Qualification (RFQ) was advertised on May 11, 2017 and June 01, 2017 with a response deadline of June 21, 2017. Ten (10) responses were received. Four (4) construction management firms were short listed for interview and the selection committee selected Crossland Construction Company, Inc. to negotiate a construction manager at risk contract for the expansion and renovation project.

The contract was negotiated among three (3) parties: City of Fayetteville, Fayetteville Public Library and Crossland Construction Company, Inc. The City of Fayetteville and Library staff were able to put forth a diligent effort in negotiating the overall fees on the contract, resulting in savings to the overall project budget.

The contract has these signatories because the City of Fayetteville is administering the project fund of \$26.9 million and Fayetteville Public Library will administer the remaining project expenditures of approximately \$23 million for a combined project in excess of \$49 million. The Fayetteville Public Library Foundation has committed to privately raise ±\$23 million.

BUDGET/STAFF IMPACT:

The full financial responsibility for Phase 1, in addition to the requested contingency, is a budgeted expense. The full amount of Phase 1 will be paid by the City using current project bond funds.

ATTACHMENTS:

The contract is composed of the following documents:

- Contract Document
- Appendix A: Scope of Services
- Appendix B: Crossland's Fee Schedule
- Appendix C: City's RFQ 17-12
- Appendix D: Crossland's Response to RFQ 17-12
- Appendix E: Resolution from Library authorizing the contract



THIS AGREEMENT is made this _____ day of _____, 2017, by and between the Fayetteville Public Library as authorized by the Fayetteville Public Library Board of Trustees (herein after called FPL or LIBRARY), Crossland Construction Company, Inc. (construction manager at risk, hereinafter called CMAR, Construction Manager, or CROSSLAND), and City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY).

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

CMAR shall serve as CITY OF FAYETTEVILLE's professional CMAR consultant in those assignments to which this Agreement applies, and shall give consultation and advice to CITY OF FAYETTEVILLE during the performance of services defined in the scope of work. All services shall be performed under the direction of a CMAR registered in the State of Arkansas and licensed by the Arkansas Contractor's Licensing Board.

1. Contracted parties and relationship:

- a. This agreement shall be binding between all parties. Fees for CMAR services shall be provided as identified in appendices.
 - i. CMAR Tax identification number (TIN) 48-0908190
 - ii. CMAR Arkansas Contractor License No. 0019620218
- b. Parties agree to act on the basis of mutual trust, good faith, and fair dealing, and perform in a fiscally responsible and timely manner. Parties shall each endeavor to promote harmony and cooperation among all Project participants.

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

- a. Appendices included under this agreement include the following:
 - i. **Appendix A:** Scope of Services
 - ii. **Appendix B:** CMAR Fee Schedule
 - iii. **Appendix C:** RFQ 17-12, CMAR Services for the Fayetteville Public Library
 - iv. **Appendix D:** Crossland Construction Inc.'s Response to RFQ 17-12
 - v. **Appendix E:** Resolution from the LIBRARY Board of Trustees agreeing to enter into this contract
- b. This agreement may be modified only by a duly executed written instrument signed by the CITY, LIBRARY, and CMAR.
- c. **ORDER OF PRECEDENCE:** In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written

RFQ 17-10, CMAR Services for Fayetteville Public Library Expansion

amendments to this Agreement which are executed by all parties; (b) the Agreement; (c) CMAR's response to RFQ 17-12 (d) City's published RFQ 17-12 and associated Addenda.

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

- a. City of Fayetteville: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
- b. Fayetteville Public Library: Attention: Executive Director, David Johnson, 401 W. Mountain, Fayetteville, AR 72701
- c. Crossland Construction Company, Inc.: Attention: Chris Schnurbusch, 1800 S. 52nd St., Suite 410, Rogers, AR 72758

4. General Provisions:

- i. **ETHICS:** All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other part any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer's employers, Subcontractors, Subsubcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.
- ii. When the Construction Documents, Guaranteed Maximum Price (GMP), and other descriptive documents defining the work are complete, they shall be identified and included in this Agreement by mutually agreed upon amendment to this Agreement.
- iii. **Workmanship:** The Work shall be executed in accordance with the Contract Documents in a workmanlike manner. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.
- iv. **MATERIALS FURNISHED BY OWNER OR OTHERS:** If the Work includes installation of materials or equipment furnished by City, Library, or Others, it shall be the responsibility of Construction Manager to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage due to acts or omissions of Construction Manager shall be the responsibility of Construction Manager and may be deducted from any amounts due or to become due Construction Manager. Any defects discovered in such materials or equipment shall be reported at once to the City, Library, and Design Professional. Following receipt of written notice from Construction Manager of defects, City, Library, and Design Professional shall promptly inform Construction Manager what action, if any, Construction Manager shall take with regard to the defects.
- v. **WORKSITE VISIT:** Construction Manager acknowledges that it has visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.
- vi. Construction Manager shall perform cutting, fitting, and patching necessary to coordinate the various parts of the Work and to prepare its Work for the work of City, Library, or Others.
 1. Cutting, patching, or altering the work of City, Library, or Others shall be done with the prior written approval of City, Library, and Design Professional. Such approval shall not be unreasonably withheld.

- vii. COMPLIANCE WITH LAWS: Construction Manager shall comply with all the Law at its own cost. Construction Manager shall be liable to City and Library for all loss, cost, or expense attributable to any acts or omissions by Construction Manager, its employees, subcontractors, suppliers, and agents for failure to comply with Laws, including fines, penalties, or corrective measures.
 - 1. CHANGES IN THE LAW: The GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services shall be equitably adjusted for additional costs or time needed resulting from Laws enacted after the date of this Agreement, including taxes.
- viii. COST OF CORRECTING DAMAGED OR DESTROYED WORK: With regard to damage or loss attributable to the acts or omissions of City, Library, or Others and not to Construction Manager, City or Library may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If Construction Manager incurs costs or is delayed due to such loss or damage, Construction Manager may seek an equitable adjustment in the GMP, estimated Cost of the Work, Construction Manager's Fee, Date of Substantial Completion or Date of Final Completion, and, if appropriate, the Compensation for Preconstruction Services under this Agreement. Any equitable adjustment shall be approved by all parties.
- ix. Taxes and Permits: Construction Manager shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. Construction Manager shall provide to City and Library copies of all notices, permits, licenses, and renewals required under this Agreement.
 - 1. Construction Manager shall pay applicable taxes and permit fees associated with the entire project.
- x. DISCOUNTS: All discounts for prompt payment shall accrue to City and Library. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the City and Library if after final payment.
- xi. City and Library may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. Construction Manager shall not unreasonably withhold consent to partial occupancy or use.
- xii. JOINT DRAFTING: All Parties expressly agree that this Agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms before execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.
- xiii. EXTENT OF AGREEMENT: Except as expressly provided, this Agreement is for the exclusive benefit of all Parties, and not the benefit of any third party. This Agreement represents the entire and integrated agreement between the Parties, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement and each and every provision is for the exclusive benefit of all Parties and not for the benefit of any third party.

- xiv. **ASSIGNMENT:** Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement as a whole without written consent of the other.
- xv. Where figures are given, they shall be preferred to scaled dimensions.
- xvi. The drawings and specifications are complementary. If Work is shown only on one but not on the other, Construction Manager shall perform the Work as though fully described on both. CMAR shall seek clarification from Design Professional for any discrepancies.
- xvii. In case of conflicts between the drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Construction Manager shall immediately submit the matter to City, Library, and Design Professional for clarification. Design Professional's clarifications are final and binding.
- xviii. **DEBARMENT AND SUSPENSION:** By execution of this agreement, CMAR certifies that to the best of its knowledge and belief that the CMAR and its principals:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 4. (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - 5. CMAR understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$25,000.
 - 6. Certifications for subcontracts or subsubcontracts executed under this agreement shall include all language in this section.

5. Definitions:

- a. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.
- b. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

- c. A "Change Order" is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, the GMP and Date of Substantial Completion or Date of Final Completion.
- d. "Contract Time" is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.
- e. "Cost of the Work" means the total costs and discounts charged to the City or Library
- f. The "Construction Manager at Risk" (CMAR or CM) is the person or entity identified in this contract and includes Construction Manager's Representative.
- g. "Day" means a calendar day unless otherwise specified
- h. "Defective Work" is any portion of the Work that that does not conform with the requirements of the Contract Documents.
- i. "Design Professional" means the licensed architect retained by the City and Library, and its subconsultants, to perform design services for the Project.
- j. "Final Completion" occurs on the date when CMAR's obligations under this Agreement are complete and accepted by City and Library and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.
- k. "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.
- l. "Interim Directive" is a written order containing change to the Work directed by and in consultation with City, Library, and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.
- m. "Law" means federal, state, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Construction Manager must comply that are enacted as of the Agreement date.
- n. "Others" means City or Library's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, subsubcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.
- o. "Overhead" means (a) payroll costs, burden, and other compensation of CMAR's employees in CMAR's principal and branch offices for work associated with this project
- p. "Owner" is the City of Fayetteville, Arkansas (City) and Fayetteville Public Library (Library)
- q. The "Owner's Program" is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.
- r. The "Parties" are collectively City, Library, and CMAR.
- s. The "Project," is the building, facility, or other improvements for which CMAR is to perform Work under this Agreement. It may also include construction by Owner or Others.
- t. The "Schedule of the Work" is the document prepared by CMAR that specifies the dates on which CMAR plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City and Library.

- u. "Subcontractor" is a person or entity retained by CMAR as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.
- v. "Substantial Completion" of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that Library may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.
- w. A "Subsubcontractor" is a person or entity who has an agreement with a Subcontractor or another subsubcontractor or Supplier to perform a portion of the Subcontractor's Work or supply material or equipment.
- x. A "Supplier" is a person or entity retained by CMAR to provide material or equipment for the Work.
- y. "Terrorism" means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.
- z. "Work" means the construction and administrative and management services necessary or incidental to fulfill Construction Manager's obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.
- aa. "Worksite" means the area of the Project where the Work is to be performed.
- bb. "Bi-monthly basis" means every fourteen to sixteen calendar days

6. Contract Document Review and Administration

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

7. Warranty

- a. Construction Manager warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At City, Library, or Design Professional request, Construction Manager shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. Construction Manager further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. Construction Manager's warranty does **not include** remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the City or Library, or others, or abuse. Construction Manager's warranty shall commence on the Date of Final Completion of the Project.
- b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the City or Library, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- c. Construction Manager shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. Construction Manager's liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period Construction Manager shall provide full and comprehensive assistance to the City and Library in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.
- d. Correction of Work within Two Years
 - i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, City or Library shall promptly notify Construction Manager in writing. Unless City or Library provides written acceptance of the condition, Construction Manager shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period City or Library discovers and does not promptly notify Construction Manager or give Construction Manager an opportunity to test or correct Defective Work as reasonably requested by Construction Manager, City and Library waives Construction Manager's obligation to correct that Defective Work as well as City and Library's right to claim a breach of the warranty with respect to that Defective Work.
 - ii. If Construction Manager fails to correct Defective Work within a reasonable time after receipt of written notice from City or Library before final payment, City or Library may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due Construction Manager. If payments then or thereafter due Construction Manager are not sufficient to cover such amounts, Construction Manager shall pay the difference to City or Library.
 - iii. Construction Manager's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, City or Library discovers any Work which City or Library considers Defective Work, City or Library shall, unless

the Defective Work requires emergency correction, promptly notify Construction Manager and allow Construction Manager an opportunity to correct the Work if Construction Manager elects to do so. If Construction Manager elects to correct the Work it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from City or Library and shall complete the correction of Work within a mutually agreed timeframe. If Construction Manager does not elect to correct the Work, Owner may have the Work corrected by itself or Others, and, if City or Library intends to seek recovery of those costs from Construction Manager, City or Library shall promptly provide Construction Manager with an accounting of the actual correction costs.

- iv. If Construction Manager's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, Construction Manager shall be responsible for the cost of correcting the destroyed or damaged property.
- v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of Construction Manager's other obligations under the Contract Documents.
- vi. Before final payment, at City or Library option and with Construction Manager's agreement, City or Library may elect to accept Defective Work rather than require its removal and correction. In such cases the GMP shall be equitably adjusted for any diminution in the value, as determined by City or Library, of the Project caused by such Defective Work.

8. Safety of Persons and Property

- a. **SAFETY PROGRAMS:** Construction Manager holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. Construction Manager shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.
- b. **CONSTRUCTION MANAGER'S SAFETY REPRESENTATIVE:** Construction Manager shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by Construction Manager in writing to City and Library, Construction Manager's project superintendent shall serve as its safety representative. Construction Manager shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When Construction Manager is required to file an accident report with a public authority, Construction Manager shall furnish a copy of the report to City and Library.
- c. Construction Manager shall provide City and Library with copies of all notices required of Construction Manager by the Law. Construction Manager's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.
 - i. Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of Construction Manager, or anyone for whose acts Construction Manager may be liable, shall be promptly remedied by Construction Manager.

- d. If City and Library deem any part of the Work or Worksite unsafe, City and Library, without assuming responsibility for Construction Manager's safety program, may require Construction Manager to stop performance of the Work, take corrective measures satisfactory to City and Library, or both. If Construction Manager does not adopt corrective measures, City and Library may perform them and deduct their cost from the GMP. Construction Manager agrees to make no claim for damages, or an increase in the GMP, or for a change in the Dates of Substantial or Final Completion based on Construction Manager's compliance with City and Library's reasonable request.

9. Subcontracts:

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

10. Fees, Expenses, and Payments:

- a. The maximum not-to-exceed amount authorized for this agreement is included in the breakdown shown below. Fees shall be paid to the CMAR as described in Appendix B.
- b. Phase 1: Pre-Construction Services
 - i. The maximum not-to-exceed amount authorized for this phase is \$110,000.00 US Dollars. Fees shall be paid to the CMAR from the City based Lump Sum basis as described in Appendix B.
- c. Phase 2: Guaranteed Maximum Price (GMP) for the expansion and renovation of the Fayetteville Public Library
 - i. If this Agreement is executed before establishment of the Guaranteed Maximum Price and its acceptance by the City and Library, then the GMP and its basis shall be set forth in a GMP Change Order.
 - ii. In the event all Parties agree the drawings and specifications are sufficiently complete after bids are received, Construction Manager shall prepare and submit to the City and Library in writing a GMP. The GMP proposal shall include the cost of the Work, Construction Manager's Fee, the clarifications upon which it is based, but shall not include compensation for Preconstruction Services (Phase 1).
 - iii. FAILURE TO ACCEPT THE GMP PROPOSAL: Unless the City and Library both accept the GMP Proposal in writing the GMP Proposal shall not be effective. If City and Library fail to accept the GMP Proposal, or rejects the GMP Proposal, City and Library shall have the right to:
 - 1. suggest modifications to the GMP Proposal
 - 2. terminate the Agreement for convenience

- iv. PRE-GMP WORK: Before City and Library acceptance of the GMP Proposal, Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as provided in this Agreement or as City and Library may specifically authorize in advanced writing.
- v. GMP shall include an itemized cost items from the CMAR, including but not limited to:
 - 1. Labor wages directly employed by Construction Manager in performing of the Work.
 - 2. Salaries of Construction Manager's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.
 - 3. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under Construction Manager's standard personnel policy, insofar as such costs are paid to employees of Construction Manager who are included in the Cost of the Work.
 - 4. Transportation, travel, hotel, and moving expenses of Construction Manager's personnel incurred in connection with the Work.
 - 5. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City or Library, transportation, storage, and handling.
 - 6. Payments made by Construction Manager to Subcontractors for work performed under this Agreement.
 - 7. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of Construction Manager.
 - 8. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from Construction Manager or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.
 - 9. Cost of the premiums for all insurance and surety, performance or payment bonds which Construction Manager is required to procure or deems necessary, and approved by City and Library including any additional premium incurred as a result of any increase in the GMP.
 - 10. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which Construction Manager is liable.
 - 11. Permits, taxes, fees, licenses, tests, royalties.

12. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.
 13. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office.
 14. Water, power, and fuel costs necessary for the Work.
 15. Cost of removal of all nonhazardous substances, debris, and waste materials.
 16. Costs incurred due to an emergency affecting the safety of persons or property.
 17. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in Construction Manager's Fee, which are reasonably inferable from the Contract Documents.
- d. Fees set for the construction of this project are intended to be executed upon agreement of all parties in a not to exceed form via change order. Due to the bond funding nature of this project, all parties agree payment to the CMAR shall be made as follows:
- i. The City shall be responsible for a not to exceed cap.
 - ii. The Library shall be responsible for fees above and beyond the cap set by the City and disclosed to all parties.
 - iii. Final amounts shall be identified with a Change Order, pursuant to agreement of all parties of a Guaranteed Maximum Price.
 - iv. Change orders for added scope beyond a GMP change order, if applicable, shall identify which entity, City or Library, will be responsible for fees. The Library shall be financially responsible for design changes made after the approval by City and Library of any aspect of design.
- e. CMAR shall track, log and report expenses directly related to this Agreement along with invoice which shall include schedule of values for payment for each month. Invoices shall be itemized. Invoice and payment requests shall not exceed the percentage for work completed as defined.
- f. Payment Terms: All invoices are payable upon approval and due within thirty (30) calendar days. If a portion of an invoice or statement is disputed by CITY or LIBRARY, the undisputed portion shall be paid. CITY OF FAYETTEVILLE or LIBRARY shall advise CMAR in writing of the basis for any disputed portion of any invoice. CITY and LIBRARY shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.
- g. STORED MATERIALS AND EQUIPMENT: Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by Construction Manager of bills of sale and proof of required insurance, or such other documentation satisfactory to City and Library to establish the proper valuation of the stored materials and equipment, City and Library's title to such materials and equipment, and to otherwise protect City and Library's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.

- h. Monthly invoices for each calendar month shall be submitted to City and Library or such parties as City and Library may designate for professional services consistent with CMAR's normal billing schedule. Once established, the billing schedule shall be maintained throughout the duration of the Project. Invoices shall be made in accordance with a format to be developed by CMAR and approved by City and Library. Applications for payment shall be accompanied each month by the updated project schedule as the basis for determining the value earned as the work is accomplished. Final payment for professional services shall be made upon CITY OF FAYETTEVILLE'S and LIBRARY'S approval and acceptance with the satisfactory completion of professional services for the Project.
 - i. Retainage in the amount of five percent (5%) will be withheld from each payment until project final completion.
 - ii. Upon Substantial Completion, the City and Library may release retainage on that portion of the Work a Subcontractor has completed in whole or in part, and which City and Library have accepted.
- i. Final Payment: Upon satisfactory completion of the work performed under this Agreement, as a condition before final payment under this Agreement, or as a termination settlement under this Agreement, CMAR shall execute and deliver to CITY OF FAYETTEVILLE and LIBRARY a release of all claims against CITY OF FAYETTEVILLE and LIBRARY arising under or by virtue of this Agreement, except claims which are specifically exempted by CMAR to be set forth therein.
 - i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE or LIBRARY's claims against CMAR or sureties under this Agreement.

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

- a. Construction contracts for the project shall not be entered into between the CMAR and sub-contractor without a 100% payment and performance bond in the amount of the contract and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties prior to the start of work.
- b. A maintenance bond shall be provided for the duration of the entire warranty period.
- c. All bonds shall be listed with the U.S. Treasury Department listing of approved surety's (T-List) and shall be rated A+ minimum by A. M. Best.

12. Time:

- a. SUBSTANTIAL and FINAL COMPLETION: Date of Substantial Completion and the Date of Final Completion shall be established in a GMP Change Order to this Agreement (GMP) as a hard not to exceed date. If such dates are not established upon the execution of this Agreement, at such time as GMP is accepted a Date of Substantial Completion and Date of Final Completion of the Work shall be established in a GMP Change Order.
- b. Time is of the essence with regard to the obligations of the Contract Documents.

- c. Unless instructed by City and Library in writing, Construction Manager shall not knowingly commence the Work before the effective date of Construction Manager's required insurance and bonds.
- d. Schedule of Work: Before submitting its first application for payment, Construction Manager shall submit to City and Library and, if directed, Design Professional a Schedule of the Work showing the dates on which Construction Manager plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City and Library. Except as otherwise directed by City and Library, Construction Manager shall comply with the approved Schedule of the Work or Construction Manager.
 - i. Unless otherwise agreed, the Schedule of the Work shall be formatted in a detailed precedence-style critical path method that (a) provides a graphic representation of all activities and events, including float values that will affect the critical path of the Work, and (b) identifies dates that are critical to ensure timely and orderly completion of the Work.
 - ii. Construction Manager shall update the Schedule of the Work on a bi-monthly basis or as mutually agreed by all Parties.
 - iii. City and Library may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. City and Library may require Construction Manager to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by City, Library or Others. If Construction Manager consequently incurs costs or is delayed, the GMP or the Dates of Substantial or Final Completion, or both, Construction Manager may seek equitable adjustment.
- e. NOTICE OF DELAY CLAIMS: If Construction Manager requests an equitable extension of the Contract Time or an equitable adjustment in the GMP as a result of a delay described, Construction Manager shall give City and Library written notice of the claim. If Construction Manager causes delay in the completion of the Work, City and Library shall be entitled to recover its additional costs.
- f. MONITORING PROGRESS AND COSTS: Following acceptance by City and Library of the GMP, Construction Manager shall establish a process for monitoring actual costs against the GMP and actual progress against the Schedule of Work. Construction Manager shall provide written reports to City and Library at intervals as agreed to by all Parties on the status of the Work, showing variances between actual costs and the GMP and actual progress as compared to the Schedule of Work, including estimates of future costs and recovery programs if actual progress indicates that the Dates of Substantial Completion or Final Completion may not be met.

13. Substantial Completion:

- a. Construction Manager shall notify City and Library and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. City and Library, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by City and Library without excessive interference in completing any remaining unfinished Work. If City and Library determine that the Work or designated portion has not reached Substantial Completion, City and Library, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so City and Library may occupy or use the Work or designated portion for its intended use. Construction Manager shall promptly and accurately complete all items on the list.

- b. When Substantial Completion of the Work or a designated portion is achieved, Construction Manager shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by Construction Manager to City and Library and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.
- c. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.
- d. Upon City and Library's written acceptance of the Certificate of Substantial Completion, City and Library shall pay to Construction Manager the remaining retainage held by City and Library for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by Construction Manager in a mutually agreed upon timeframe.

14. Final Completion:

- i. Upon notification from Construction Manager that the Work is complete and ready for final inspection and acceptance, City and Library, with the assistance of its Design Professional shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.
- ii. When the Work is complete, Construction Manager shall prepare for City and Library's written acceptance a final application for payment stating that to the best of Construction Manager's knowledge, and based on City and Library's inspections, the Work has reached Final Completion in accordance with the Contract Documents.
- iii. Final payment of the balance of the GMP shall be made to Construction Manager within thirty (30) Days after Construction Manager has submitted an application for final payment, pending the application has been approved by the City and Library, including submissions required, and a Certificate of Final Completion has been executed by all Parties.
- iv. Final payment shall be due on Construction Manager's submission of the following to the City and Library:
 - 1. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber City and Library's property;
 - 2. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
 - 3. release of any liens, conditioned on final payment being received;
 - 4. consent of any surety; and

5. any outstanding known and unreported accidents or injuries experienced by Construction Manager or its Subcontractors at the Worksite.
- v. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of Construction Manager. If approved by City and Library, they shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, Construction Manager shall submit to City and Library and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.
- vi. ACCEPTANCE OF FINAL PAYMENT: Unless Construction Manager provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.
- b. CMAR shall ensure that the City of Fayetteville/Library receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and **before** work begins on the project. The contractor shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:
 - i. *'According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (name of surety).'*
 - ii. CMAR shall have each subcontractor, sub-subcontractor and material supplier execute a written receipt evidencing acknowledgment of this statement prior to commencement of the work of the subcontractor or material supplier.

15. Liquidated Damages:

- a. SUBSTANTIAL COMPLETION: Liquidated damages based on the Substantial Completion date, to be determined in a GMP Change Order, shall apply.
 - i. City and Library will suffer damages which are difficult to determine and accurately specify if the Substantial Completion date, which may be amended by Change Order, is not attained. Construction Manager shall pay City and Library five thousand US dollars (\$5,000 USD) per calendar day as liquidated damages and not as a penalty for each Day that Substantial Completion extends beyond the Substantial Completion date.

16. Notices: Any notice required to be given under this Agreement to either party to the other shall be sufficient if addressed and mailed, certified mail, postage paid, delivery, fax or e-mail (receipt confirmed), or overnight courier.

17. Jurisdiction: Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

18. Venue: Venue for all legal disputes shall be Washington County, Arkansas.

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

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

21. Insurance:

- a. Before starting the Work and as a condition precedent to payment, Construction Manager shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. Construction Manager shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. Construction Manager's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the following limits of liability:
- b. **Employers' Liability Insurance**
 - i. \$1,000,000 bodily injury by accident per accident.
 - ii. \$1,000,000 bodily injury by disease policy limit.
 - iii. \$1,000,000 bodily injury by disease per employee
- c. **Business Automobile Liability Insurance** \$1,000,000 per accident.
- d. **Commercial General Liability Insurance**
 - i. \$2,000,000 per occurrence.
 - ii. \$5,000,000 general aggregate
 - iii. \$4,000,000 products/completed operations aggregate.
 - iv. \$2,000,000 personal and advertising injury limit.
- e. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.
- f. Construction Manager shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If Construction Manager fails to obtain or maintain any insurance coverage required under this Agreement, City and Library may purchase such coverage and charge the expense to Construction Manager, or terminate this Agreement.
- g. To the extent commercially available to Construction Manager from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give City and Library written notice transmitted in paper or electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancellation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, Construction Manager shall furnish City and Library with certificates of insurance until

one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, Construction Manager shall give City and Library prompt written notice upon actual or constructive knowledge of such condition.

h. Certificates of Insurance shall list the City and Library as Additional Insured Parties.

i. PROPERTY INSURANCE:

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

City and Library has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, City and Library shall provide a copy of the property policy or policies obtained.

- iv. If City and Library elect to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, City and Library shall give written notice to Construction Manager before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. City and Library may then provide insurance to protect its interests and the interests of the Constructor, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by City and Library in a Change Order. If City and Library gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, City and Library shall be responsible for costs reasonably attributed to such failure.
- v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, subsubcontractors, and design professionals for damages caused by risks covered by the property insurance, except such rights as they may have to the proceeds of the insurance.
 - 1. To the extent of the limits of Construction Manager's Commercial General Liability Insurance, Construction Manager shall indemnify and hold harmless City and Library against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of City and Library's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of Construction Manager, Subcontractor, Supplier, Subsubcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.
- j. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.
- k. ADDITIONAL GENERAL LIABILITY COVERAGE: City and Library shall require Construction Manager to purchase and maintain additional liability coverage. Construction Manager shall provide:
 - i. Additional Insured. City and Library shall be named as an additional insured on Construction Manager's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of Construction Manager, or those acting on Construction Manager's behalf, in the performance of Construction Manager's work for Owner at the Worksite. The insurance of the Construction Manager and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.

- ii. OCP. Construction Manager shall provide an Owners' and Contractors' Protective Liability Insurance ("OCP") policy with limits equal to the limits on CGL specified, or limits as otherwise required by Owner.
- I. Any documented additional cost in the form of a surcharge associated with procuring the additional liability coverage in accordance with this subsection shall be paid by CMAR. Before commencing the Work, Construction Manager shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City and Library have been named as an additional insured, as applicable.
 - i. ROYALTIES, PATENTS, AND COPYRIGHTS: Construction Manager shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by Construction Manager and incorporated in the Work. Construction Manager shall defend, indemnify, and hold City and Library harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.
- m. PROFESSIONAL LIABILITY INSURANCE: To the extent Construction Manager is required to procure design services, Construction Manager shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to City and Library, including coverage for all professional liability caused by any consultants to Construction Manager's design professional, written for not less than one million US dollars (\$1,000,000) per claim and in the aggregate. Construction Manager's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the Constructor's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

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

23. Responsibility of the City of Fayetteville and Library

- a. CITY OF FAYETTEVILLE and LIBRARY shall, within a reasonable time, so as not to delay the services of CMAR:
 - i. Provide full information as to the requirements for the Project.
 - ii. Assist CMAR by placing at CMAR's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - iii. Assist CMAR in obtaining access to property reasonably necessary for CMAR to perform its services.
 - iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by CMAR and render in writing decisions pertaining thereto.
 - v. Review all documents and provide written comments to CMAR in a timely manner.
 - vi. The City of Fayetteville Facilities Director and Library Representative are the project representatives with respect to the services to be performed under this Agreement. The

Facilities Director and Library Representative shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

24. Cost Opinions and Projections: Cost opinions and projections prepared by the CMAR relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating and operating results are based on CMAR's experience, qualifications, and judgment as a CMAR professional.

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

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

26. Termination:

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

have been accumulated by CMAR in performing this Agreement, whether completed or in process.

- f. Upon termination under sections above CITY OF FAYETTEVILLE and LIBRARY may take over the work and may award another party an agreement to complete the work under this Agreement.
- g. If, after termination for failure of CMAR to fulfill contractual obligations, it is determined that CMAR had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of CITY OF FAYETTEVILLE and LIBRARY. In such event, adjustments of the agreement price shall be made as provided in this agreement.

27. Delays

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

28. Rights and Benefits

- a. CMAR's services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and LIBRARY and not for the benefit of any other persons or entities.

29. Dispute Resolution

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

OF FAYETTEVILLE or his designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

30. Sufficient Funds: The CITY and LIBRARY represent that they have sufficient funds or the means of obtaining funds to remit payment to CMAR for services rendered by CMAR. **The CITY shall not be liable for funds in excess of the proceeds of the voter approved bond issue.** All parties agree if funding should become insufficient to complete the project, CMAR shall be notified in a timely manner.

31. Publications:

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

32. Indemnification:

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

33. Ownership of Documents:

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

34. Additional Responsibilities of CMAR:

- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY or LIBRARY shall not in any way relieve CMAR of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY or

LIBRARY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- b. CMAR shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by CMAR's negligent performance, except beyond the CMAR's normal standard of care, of any of the services furnished under this Agreement, and except for errors, omissions or other deficiencies to the extent attributable to CITY OF FAYETTEVILLE or CITY OF FAYETTEVILLE-furnished data.
- c. CMAR's obligations under this clause are in addition to CMAR's other express or implied assurances under this Agreement or State law and in no way diminish any other rights that CITY OF FAYETTEVILLE and LIBRARY may have against CMAR for faulty materials, equipment, or work.

35. Audit and Access to Records:

- a. CMAR shall maintain books, records, documents and other evidence directly pertinent to performance on work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied in effect on the date of execution of this Agreement.
- b. CMAR shall also maintain the financial information and data used by CMAR in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE AND LIBRARY a copy of the cost summary submitted. CITY OF FAYETTEVILLE, LIBRARY, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. CMAR will provide proper facilities for such access and inspection.
- c. Records shall be maintained and made available during performance on assisted work under this Agreement and until three years from the date of final payment for the project. In addition, those records which relate to any controversy arising out of such performance, or to costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim or exception.
- d. This right of access clause (with respect to financial records) applies to:
 - i. Negotiated prime agreements
 - ii. Negotiated change orders or agreement amendments affecting the price of any formally advertised, competitively awarded, fixed price agreement
 - iii. Agreements or purchase orders under any agreement other than a formally advertised, competitively awarded, fixed price agreement. However, this right of access does not apply to a prime agreement, lower tier sub agreement or purchase order awarded after effective price competition, except:
 - 1. With respect to record pertaining directly to sub agreement performance, excluding any financial records of CMAR;
 - 2. If there is any indication that fraud, collusion, gross abuse or corrupt practices may be involved;
 - 3. If the sub agreement is terminated for default or for convenience.

36. Covenant Against Contingent Fees:

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

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

37. Gratuities:

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

38. Clarification and Understanding of all parties:

- a. All parties acknowledge the City of Fayetteville's financial contribution is limited to the bond proceeds directly related to this project. As such, the City of Fayetteville hereby becomes a co-signatory Owner on this contract. The specific City role and accounting requirements may further be defined at the time of the Construction Phase cost Guaranteed Maximum Price (GMP) change order.
 - i. All parties agree and acknowledge that the City of Fayetteville may exercise its rights enumerated in the above language prior to expending proceeds from the bond proceeds for the Fayetteville Public Library Expansion. Expenditure of bond proceeds shall not waive any right under this agreement.
 - ii. All parties agree and acknowledge financial liability for payment of all CMAR fees are the responsibility of the LIBRARY after the CITY has spent all bond related funds for this project, which also includes expenses for a construction manager, design professional, and related work.
 1. All parties agree if funding should become insufficient to complete the project, CMAR shall be notified in a timely manner.
- b. The citizens of Fayetteville voted to authorize the Fayetteville City Council to issue bonds to fund a portion of the Fayetteville Public Library Expansion Project.
- c. All parties agree and acknowledge that all funds derived from the City's sale of the bonds may only be spent or used for purposes authorized by the City voters and applicable state law.
- d. All parties agree and acknowledge the City of Fayetteville has no further responsibility nor liability for costs or the completion of any construction, design, or other contract concerning the Fayetteville Public Library Expansion beyond the expenditures noted above.
- e. The Fayetteville Public Library Board of Trustees and the Fayetteville Public Library agree to work with the City of Fayetteville to prominently display a bronze or comparable material plaque inside the Fayetteville Public Library's main lobby stating "The Fayetteville Public Library thanks the citizens and taxpayers of Fayetteville for their over \$XX million investment for the *project name and year*". Wording shall be finalized with the LIBRARY and CITY prior to procuring the plaque.

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, FAYETTEVILLE PUBLIC LIBRARY through the Fayetteville Public Library Board of Trustees and Crossland Construction Company, Inc., by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

By: _____
Lioneld Jordan, Mayor

CROSSLAND CONSTRUCTION COMPANY, INC.

By: 
Chris Schnurbusch, President South East Region

ATTEST:

By: _____
Sondra E. Smith, City Clerk/Treasurer

Date Signed: _____

Date Signed: _____

FAYETTEVILLE PUBLIC LIBRARY

By: 
Hershey Garner, President

Date Signed: 01 Sep 2017

ATTEST:

By: 
Rob Qualls, Secretary

Date Signed: Sep 1, 2017

Library Board of Trustees Resolution approved and dated: AUGUST 22, 2017

END OF AGREEMENT FOR PROFESSIONAL CONSTRUCTION MANAGER AT RISK SERVICES

**APPENDIX A - SCOPE OF SERVICES
CONSTRUCTION MANAGER AT RISK SERVICES
FOR THE EXPANSION OF THE FAYETTEVILLE PUBLIC LIBRARY**

1. General Conditions

- a. CMAR shall provide construction manager at risk services to the City and Library for the design development, construction drawings, bidding, construction observation and ancillary services, including services to prepare necessary documents for permitting approval through the Large Scale Development process, necessary to construct an, at minimal, LEED Silver (or greater) certified expansion to the existing Fayetteville Public Library Blair Building of approximately 80,000 square feet and selective renovations to the existing Library.
- b. The bond issue passed by the citizens of Fayetteville identified the bond issue approved by the citizens of Fayetteville provides partial funding for the expansion/renovation of the library. Any funds required to complete the expansion/renovation above the bond issue will be privately raised by FPL
- c. The Library has completed a Master Plan identifying space needs through 2030. It is intended for the Master Plan to serve as the starting point for architectural services requested in this request for qualifications. The new expansion shall achieve a minimum standard of LEED Silver Certification as designated by the U.S. Green Building Council (USGBC.). Meeting the living building challenge as defined by the Living Future Institute is desirable depending on funding availability.
- d. The expansion of the Fayetteville Public Library will be constructed by connecting the existing library and expanding onto the site of the former City Hospital.
- e. The City and Library shall be responsible for asbestos abatement on buildings currently on the old City Hospital site which are intended to be demolished.
- f. Construction contracts for the project shall not be entered into between the CM and sub-contractor without a 100% payment and performance bond in the amount of the contract and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties prior to the start of work.

2. Construction Manager's (CMAR) Responsibilities:

- a. General Responsibilities
 - i. Construction Manager shall provide all labor, materials, equipment, and services necessary to complete the Work, all of which shall be provided in full accord with the Contract Documents.
 - ii. Construction Manager represents that it is an independent contractor and that it is familiar with the type of work required by this Agreement.
 - iii. Unless the Contract Documents instruct otherwise, Construction Manager shall be responsible for the supervision and coordination of the Work, including the construction means, methods, techniques, sequences, and procedures utilized.
 - iv. Construction Manager shall perform Work only within locations allowed by the Contract Documents, Law, and applicable permits.
- b. Construction Personnel and Supervision
 - i. Construction Manager shall provide competent supervision for the performance of the Work. Before commencing the Work, Construction Manager shall notify City and Library

in writing of the name and qualifications of its proposed superintendent(s) and project manager, so City and Library may review the vendor's qualifications. If, for reasonable cause, City and Library refuses to approve the individual, or withdraws its approval after once giving it, Construction Manager shall name a different superintendent for City and Library review.

- ii. Construction Manager shall be responsible to City and Library for acts or omissions of entities performing portions of the Work for or on behalf of Construction Manager or any of its Subcontractors.
- iii. Construction Manager shall permit only fit and skilled persons to perform the Work. Construction Manager shall enforce safety procedures, strict discipline and good order among persons performing the Work. If City and Library determine a person(s) does not follow safety procedures, or is unfit or unskilled for the assigned work, Construction Manager shall immediately reassign the person on receipt of City and Library's written notice to do so.
- iv. CONSTRUCTION MANAGER'S REPRESENTATIVE: Construction Manager's authorized representative shall be approved by the City and Library. Construction Manager's Representative shall possess full authority to receive instructions from City and Library and to act on those instructions. If Construction Manager changes its representative or their authority, Construction Manager shall immediately notify City and Library in writing.

c. **CLEAN UP**

- i. Construction Manager shall regularly remove debris and waste materials at the Worksite resulting from the Work. Before discontinuing Work in an area, Construction Manager shall clean the area and remove all rubbish and its construction equipment, tools, machinery, waste, and surplus materials. Construction Manager shall minimize and confine dust and debris resulting from construction activities. At the completion of the Work, Construction Manager shall remove from the Worksite all construction equipment, tools, surplus materials, waste materials, and debris.
- ii. If Construction Manager fails to commence compliance with cleanup duties within two (2) calendar days after written notification from City and Library of non-compliance, City and Library may implement appropriate cleanup measures without further notice and the cost shall be deducted from any amounts due or to become due to Construction Manager in the next payment period.

3. **Phase 1: General Pre-Construction Services**

a. **Conceptual Estimate**

- i. Crossland identifies it has a long history of providing accurate and efficient estimating and budgeting services. The budgeting process shall begin with the development of a conceptual estimate.
 - 1. The conceptual estimate will be developed with minimal information, such as program goals and building square footage using an extensive cost database of educational facilities, which is managed with Modelogix software. CMAR shall apply those costs to the project to accurately establish preliminary budget expectations. Upon establishing realistic budget expectations for the project,

CMAR shall further develop a conceptual estimate based on the specific size, location, and use of the project.

- ii. A detailed conceptual estimate shall include information such as an itemized breakdown of all direct construction costs, expected quantities of all work items, preliminary specification expectations, preliminary general condition and fee costs, and a detailed list of scope assumptions. The conceptual estimate shall become the basis on which all other estimates are based.
- iii. CMAR guarantees the conceptual estimate, which may include up to a 10% contingency, to be within 3% of the final GMP.
- iv. PRELIMINARY EVALUATION Construction Manager shall provide a preliminary evaluation of Owner's Program and report such findings to City, Library and Design Professional.
- v. CONSULTATION: CMAR shall attend regular meetings as scheduled by the Design Professional with project team. Construction Manager shall consult with City, Library and Design Professional regarding site use and improvements and the selection of materials, building systems, and equipment. Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation, and construction completion; and factors related to construction cost, including estimates of alternative designs or materials.
- vi. SCHEDULE OF THE WORK When Project requirements have been sufficiently identified, Construction Manager shall prepare a preliminary Schedule of the Work for Design Professional's review and City and Library approval. Construction Manager shall coordinate and integrate the Schedule of the Work with the services and activities of City and Library, Construction Manager, Design Professional, and the requirements of governmental entities. As design proceeds, Construction Manager shall update the Schedule of the Work to indicate proposed activity sequences, durations, or milestone dates for such activities as receipt and approval of pertinent information, issuance of the drawings and specifications, the preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, City and Library occupancy requirements and estimated date of Substantial Completion of the Project. If Schedule of the Work updates indicate that milestone dates contained in prior Schedules of the Work will not be met, Construction Manager shall notify and make recommendations to City and Library. If the Project is to be completed in phases, Construction Manager shall make recommendations to City, Library and Design Professional regarding the phased issuance of the drawings and specifications.
- vii. Estimates
 - 1. When City and Library have sufficiently identified Owner's Program and other Project requirements and Design Professional has prepared other basic design criteria, Construction Manager shall prepare, for the review of Design Professional and approval of Owner, an initial estimate for the Project, utilizing area, volume, or similar conceptual estimating techniques.
 - 2. When schematic or preliminary design documents have been completed by Design Professional and approved by City and Library, Construction Manager shall prepare for the review of Design Professional and approval of City and Library, a more detailed budget with supporting data. During the preparation of the design development documents or documents of comparable detail,

Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by all Parties.

3. When design development documents or documents of comparable detail have been completed by Design Professional and approved by City and Library, Construction Manager shall prepare a further detailed estimate with supporting data for review by Design Professional and approval by City and Library. During the preparation of the drawings and specifications, Construction Manager shall update and refine this estimate at appropriate intervals agreed upon by all Parties.
4. If any estimate submitted to City and Library exceeds previously approved estimates, Construction Manager shall notify and make recommendations to City and Library.
5. TEMPORARY FACILITIES: Construction Manager shall make recommendations regarding temporary construction facilities, equipment, materials, and services for common use by Construction Manager, its Subcontractors, Subsubcontractors, and Suppliers.
6. LONG-LEAD-TIME ITEMS: Construction Manager shall recommend to City, Library and Design Professional a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Schedule of the Work. Construction Manager shall help expedite the delivery of long-lead-time items.
7. SOLICITATION OF SUBCONTRACTORS AND SUPPLIERS
8. EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION Construction Manager shall consult with City and Library regarding equal employment opportunity and affirmative action programs.
9. CONSULTANTS: Construction Manager shall assist City and Library in coordinating the professional services of a surveyor, testing laboratories, and special consultants as needed.
10. PERMITS: Construction Manager shall assist City and Library in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by Construction Manager.
11. OTHER PRECONSTRUCTION SERVICES: Construction Manager shall provide such other preconstruction services as are agreed upon by all Parties and identified in an attached exhibit to this Agreement.

b. Schematic Design

- i. Gather information related to existing on-site structures which are intended to be demolished and identify LEED design principles that may impact design, cost, and LEED evaluation.

- ii. Evaluation of the site based upon topography, utilities, and environmental Conditions
- iii. Public Involvement:
 - 1. The architectural project team will conduct a total of two full days of public involvement sessions, up to four (4) sessions per day between the hours of 7AM to 8PM. The City and Library will be responsible for locating and arranging facilities for the public meeting/workshop in the vicinity of the project and be responsible for publishing all public notices. CMAR shall send one representative, at minimum, to each session in order to maintain involvement and knowledge on the project.
 - a. Additional public involvement days shall be charged at the rate of \$250.00 USD per day for coordinated meetings.
- iv. Attend coordination meetings with City/Library staff and any pertinent external agencies (County, State and Federal) as required to determine and gain approvals from all pertinent entities.
- v. Participate in meetings with architectural team, City/Library staff to review building square footage, required utilities, drainage, zoning and traffic needs to develop Schematic Design Documents.
- vi. Attend Pre-Development meeting and address points of clarification regarding the project.
- vii. Review and provide feedback to Schematic Design Documents, Preliminary Specifications, schematic cost estimate and schedule (15% plan review). Also review and provide feedback to necessary documents for Large Scale Development review through the City Planning Office.
- viii. After receiving schematic design comments, coordinate with Design Professional and applicable divisions to resolve comments in preparation for review by Planning Commission.
- ix. Respond in writing to all comments on plans, as necessary
- x. Coordinate with private utilities and service providers
- xi. Design Professional will be responsible for presenting plans to the Planning Commission for Large Scale Development approval
- xii. Provide a schematic cost estimate and conceptual project schedule.

c. Design Development Phase

- i. Crossland shall serve as an involved party during the Design phase with the City and Library's selected architect team. CMAR shall work synergistically alongside architectural team to ensure project costs are aligned with the conceptual estimate.
- ii. Each aspect of the project, including material selection, construction installation means and methods, product lead times, and market conditions, shall thoroughly be discussed and the estimate shall be updated in real time.
- iii. As the need arises, CMAR shall consult with local subcontractors and suppliers to get opinions of probably cost on any unique items or materials the design is proposing. With real time updates to the estimate, CMAR shall deliver a Design Development Estimate at the time the design team delivers the Design Development documents. This shall result in the elimination of a pause in design work in order for a Design Development budget to be established.
- iv. CMAR shall define and develop all trade bid packages. Bid packages shall be reviewed and approved by the City of Fayetteville and Library representatives prior to being released for the bidding process.

- v. Coordinate with the architectural team to prepare and submit three (3) sets of Design Development Documents including Detailed Specifications, Detailed Cost Estimate and schedule to the City/Library staff for review and approval. (50% plan review). Components to include:
 - 1. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
 - 2. Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Fire Protection and landscaping
 - 3. Exterior elevations, rendering and color palette
 - 4. Building sections and details
 - 5. Interior elevations, casework and millwork elevations
 - 6. Drainage Study and calculations, as required by City
 - 7. Report addressing all City's Design Criteria and Code requirements
- vi. Assist architectural team to respond in writing to all City comments on plans
- vii. Assist architectural team in coordination of final utility plans
- viii. Facilitate with architectural team and City/Library cost-benefit analyses to determine most cost-effective construction after evaluation of life-cycle cost impact.

d. Construction Documents Phase

- i. Construction Manager shall review the drawings and specifications in an effort to identify potential constructability problems which could impact Construction Manager's ability to perform the Work in an expeditious and fiscally responsible economical manner. Construction Manager shall issue a report to Design Professional, City and Library for review and action as appropriate. In addition, Construction Manager shall promptly report to City, Library and Design Professional any errors or omissions which it discovers in the drawings and specifications.
- ii. Bid packages shall be developed for the following
 - 1. Demolition of the former City Hospital.
 - a. City and Library shall be responsible for the removal of asbestos.
 - 2. Expansion of the Fayetteville Public Library
 - 3. Renovation of the existing Fayetteville Public Library
- iii. Bid packages shall be developed to accurately bid the procurement of trade contractor and supplier contracts. Bid packages shall be inclusive and encompass a portfolio of all the documents need to take part in the project. Potential bidders shall be given a description of skills and qualification requirements needed to complete the project on time, and within budget, and meet quality requirements.
- iv. Unique bid packages shall be developed for each trade and be customized to reflect requirements due to project location, complexity, schedule requirements, and current construction economy. Bid packages may be combined when practically and financially feasible, or when an economy of scale savings can be obtained. Partial bid packages can also be constructed when project requirements are unique and limited to a small number of skilled craftsmen. The ability to submit partial bid packages shall be encouraged to enable small, local firms within the community to participate. The final make-up of the bid packages shall ensure the most cost-effective procurement process for the project and offer the City and Library the greatest overall value. Bid packages at a minimum shall include:
 - 1. Design documents
 - 2. Detailed specifications
 - 3. Synopsis of the project

4. Timelines for overall project completion and including timelines for subcontractor's completion
5. Project background information
6. A detailed scope of work required for each trade
- v. Assist architectural team in completing Construction Documents/Plans and Specifications. Architectural team will submit three (3) sets to City staff, and electronic versions as necessary, for Code and general review and approval as well as Construction Manager and City/Library for cost analyses. (90% plan review).
- vi. Attend follow up meetings with City Development Services and Fire Marshall
- vii. Complete final coordination with private utilities and service providers
- viii. Assist Design Professional team to prepare and submit three (3) complete sets of Construction Documents, and electronic versions as necessary, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to:
 1. Fayetteville Public Library/City of Fayetteville Development Services for review and approval (100% plan review)
- ix. Assist architectural team in correcting plans to reflect issues noted by Review for Permit, inclusive of any necessary redesign prompted from the permit process.
- x. Construction Documents/Plans, Specifications and Project Drawings shall be routed through the City of Fayetteville Development Services, Planning, Engineering, Building Safety, Fire Marshal, and Urban Forestry for required approvals.

e. Bid Phase

- i. All trade contracts shall be publicly bid. If CMAR chooses to pursue a specific scope of work as a Trade Contractor, it shall do so at the same guidelines and requirements as outlined by the bid packages stipulated to all bidders. This ensures a competitive and equal bidding opportunity for all parties.
 1. All overhead costs and fees shall be included in the bids submitted by the CMAR for self-performed work. There shall be no additional charges to the City or Library. Any trade bid submitted by the CMAR shall be a sealed bid, in the same manner as all other subcontractors and suppliers.
- ii. Coordinate with CMAR and City Purchasing Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Policies.
- iii. Assist Design Professional in providing an electronic set of bid documents to the City Purchasing Division. The City Purchasing Division will be responsible for distribution to all interested parties.
- iv. CMAR's or designated representative shall be in attendance for the pre-bid meeting and shall be available as needed to finalize addendum documents.
- v. Coordinate with architect team and City Purchasing Division during any process involving Request for Information (RFI).
- vi. In the event the CMAR desires to self-perform a portion of the work or a trade package, the CMAR shall submit a bid package in the same manner as other interested parties.
- vii. Bid opening shall be held at the City of Fayetteville Administration Building, City Hall, at a time and date coordinated in advance with the City Purchasing Division.
- viii. All bid shall be submitted to the City of Fayetteville Purchasing Division.
- ix. The bid tabulation shall be constructed by the City, Library and Design Professional team. Due to the fact the CMAR may wish to self-perform, the CMAR shall not assist in the preparation of the bid tabulation unless the CMAR does not bid on any trade packages.
- x. Once subcontractor and supplier bids have been confirmed to be complete and each company's ability to complete the project has been confirmed, the CMAR shall make

recommendations to the entire project team for review. The 'open book' nature of this process shall ensure the most qualified responsive responsible bidder is contracted with for each trade. All parties shall agree to all subcontractors in advance of GMP.

- xi. CMAR shall review Architect's Recommendation of Award Letter that includes the following required content:
 - 1. Check for and identify math errors and any mathematical discrepancies
 - 2. Review for unbalance bid items
 - 3. Explanation of discrepancies between the final estimate and bids. Provide value engineering services as necessary to insure the project is being designed within the established budget.
 - 4. Coordinate with City/Library/Architect team to develop a Value Engineering list, if necessary, at no additional fee.
 - 5. Recommendation to award
- xii. Attend City Council/Library Board of Trustee meeting(s) related to any change orders.
- xiii. Produce and transmit to selected contractor electronic versions of project manuals ready for execution with City's Notice of Intent to Award (NOI).
- xiv. Attend City Council/Library Board of Trustee meeting(s) for the recommendation for award of Contract(s) for Construction.

4. **Phase 2 (applicable upon successful change order authorized by all parties) CMAR Services with a Guaranteed Maximum Price (GMP):**

a. **Construction Administration**

- i. Put forth diligent and fiscally responsible efforts to ensure the project will be completed on time and within budget.
- ii. Attend Pre-Construction meeting and conduct regular, as jointly determined by City/Library and Design Professional, construction progress meetings.
- iii. Coordinate with City, Library, and Architect on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.
- iv. Design Professional is contracted to provide regular construction administration services. CMAR shall provide field services, progress meetings, and progress payment review and assistance on a bi-monthly basis.
- v. Review site visit report from the architectural team, City of Fayetteville Facilities Management Division, and Library Representative at least one (1) time per month.
- vi. Coordinate with the Design Professional to conduct Substantial Completion Inspection. CMAR shall create punch list, substantiate that items noted are completed. Design Professional to issue Substantial Completion Certificate.
- vii. City of Fayetteville Facilities Management Division, CMAR, and Library Representative shall be notified to attend all on-site meetings, review and approve all pay requests, and change order review prior to Mayor's approval.
- viii. Facilitate Pre-Construction meeting and conduct regular, as jointly determined by City/Library and Design Professional, construction progress meetings to include City Development Services Department.
- ix. Provide Construction Administration.
 - 1. Review, log and approve submittals, shop drawings, Request for Information etc.
 - 2. Review Construction Materials Testing reports.
 - 3. Prepare, review and submit applications for payment.
 - 4. Coordinate with architect team on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.

- x. Conduct Substantial Completion Inspection, coordinate with architect team to review, supplement and finalize punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.

b. Change Order Management

- i. A change order or variation request shall identify a verified change in scope from what is documented in the project contract. Crossland Construction shall completely state the extent and implications of any change in design or scope of work to provide a clear baseline for the ensuing discussions between all parties. Within the collaborative culture of the project, any participating organization that identifies a change in the contracted scope of works is expected to report that change and provide evidence to support it. Common sources of change order generation include:
 - 1. DESIGN MODIFICATIONS: Involves revisions to contract documents which shall only be initiated by the City or Library
 - 2. ADDITIONAL OR REDUCED SCOPE OF WORK: At the City or Library's discretion, the contract scope of may be expanded as a result of enhancements to the design or reduced because of budget considerations and value engineering.
 - 3. CITY OR LIBRARY DIRECTED SCHEDULE ACCELERATION OR SLOWDOWN: Based on the City or Library's directive to modify the contractor's planned performance on a project which may cause additional costs to be incurred as a result of acceleration or delay requirements.

c. Scheduling

- i. Pre-Construction Phase: Scheduling the Pre-Construction phase of the project is critical and requires a team effort between the Owner, design professionals, and the Construction Manager. A successful collaborative effort will ensure the construction phase of the project begins on time. Pre-Construction schedule shall provide the following
 - 1. Design durations and milestones
 - 2. Durations for local government approval processes
 - 3. Milestones for Owner decisions, such as product colors
 - 4. Estimating durations and milestones for update submissions
 - 5. Milestones for ordering long lead time products
- ii. Construction Phase: CMAR project management team shall utilize extensive facility construction experience and understanding of proper sequencing of construction activities to produce accurate and realistic schedule expectations. Tasks and guidelines used in schedule creation and maintenance include the following:
 - 1. Schedule all submittal and approval tasks
 - 2. Structure the schedule by phase
 - 3. Milestones, such as notice to proceed, rebar delivery, slab completions, steel delivery date, building dry-in, HVAC start-up, etc.
 - 4. Update the schedule every 15 days
 - 5. Review the schedule with subcontractors weekly
 - 6. Report to the team any schedule impact occurrence
- iii. Schedule Adherence: Creating and maintaining strong schedules shall be taken very serious. As the Construction Phase approaches the Pre-Construction Team shall partner with the Construction Team and ensure the schedule milestones and demands are thoroughly communicated.

1. During the Construction Phase the schedule shall be constantly monitored by the Project Manager and Superintendent. The Superintendent shall create a “three week look ahead” schedule for the entire Project Team - Owner, Architects, Engineers, Subcontractors, etc - to ensure schedule expectations are thoroughly communicated. These schedules, along with other objectives, shall be discussed at weekly progress meetings with the entire project team. Minutes of these meetings shall be issued weekly to all parties to ensure all parties maintain evaluation of the project and schedule at all times. Any changes to this schedule shall be discussed with the City and Library as well as other project team members regularly to encourage project efficiency and collective team synergy.

d. Cost Control

- i. CMAR shall be responsible for cost control the project and completing the project on time and within budget. CMAR shall maintain quality-control tests to ensure no cost overruns are encountered.
- ii. CMAR shall be responsible for the project’s budget.
- iii. Should the City and Library initiate changes or should unforeseen circumstances arise, CMAR shall work within the budget without incurring burdensome extra costs.

e. Quality Control

- i. CMAR shall employ highly trained and committed staff that applies quality control measures to ensure oversight to all aspects of the project. Aspects of the CMAR’s Quality Control Program shall include but not be limited to:
 1. Pre and Post Install Meetings ensure all parties know and understand responsibilities before a task is started and quality checks after the task is completed
 2. Subcontractors shall be required to install quality work which meets or exceeds the plans and specifications. Steps to correct deficient work shall be at the CMAR’s expense.
 3. Storm Water Best Managed Practices (BMPs) shall installed prior to the start of construction and maintained throughout construction
 4. Software Implementation (Bluebeam)
 5. 3rd Party Testing reports will be shared with the design team, City and Library
 6. Material storage and maintenance – ensure no material is damaged by weather
 7. Daily inspections by Superintendent
 8. Diligent housekeeping
 9. Bi-monthly City-Library-Architect-Contractor Meetings

f. Site Security

- i. CMAR shall take proper security measures to protect property and the general public. Project security measures shall include but not be limited to:
 1. Site perimeter fence with controlled access through all gates
 2. Security Camera Monitoring
 3. Coordinated and well-defined traffic control

g. Site Coordination

- i. CMAR shall apply effective communication to the entire team of construction activities. CMAR shall ensure the site to be highly coordinated in order to be efficient, safe, and cost effective. CMAR shall coordinate with the team in the following ways, at minimal:

1. Pre-Construction Meeting
2. Pre-installation (Project Requirements Review) meetings with the subcontractors
3. City/Library, Design Professional and CMAR Meetings
4. Weekly Subcontractor Coordination Meetings
5. Daily communication between office and field personnel

h. Project Close Out

- i. Provide Warranty Administration Services during the entire Warranty Period. Architect shall issue Warranty Reports and review items after the CMAR has notified the City/Library that these items are complete.
- ii. Produce and provide services as needed during the project close out process.
- iii. Obtain and review close out submittal from the contractor for completeness before transmitting to the City/Library which include but are not limited to:
 1. Punch Out
 2. Project Directory
 3. Substantial Completion
 4. Final Inspection
 5. Certificate of Occupancy
 6. Commissioning
 - a. Start up and testing reports
 - b. Building commissioner report
 - c. Training records
 7. Final Documentation
 - a. Warranty information
 - i. CMAR's Statement of Warranty
 - ii. Manufacturer's Warranties
 - iii. One Year Materials & Workmanship from each Subcontractor
 - iv. Special Requested Warranties
 - b. Approved Submittals for each scope of work
 - c. As-Built Drawings and notes
 - d. Release of Liens and Lien Waivers
 - e. Consent of surety
 - f. Material Safety Data Sheet (MSDS)
 - g. Operator and Maintenance Manuals
 - i. O&M for Plumbing, Electric, HVAC, & Misc. Equipment and Systems
 - h. O&M manuals and all as-builts shall be provided in a neat organized fashion, in a bound format, tabbed and labeled by trade
 - i. The final O&M manuals and as-builts shall also be provided in an electronic format
 - i. Spare parts and maintenance products
 8. Final Completion
 - a. Review final as-built drawings for accuracy (as-builts to be provided by CMAR).
- iv. Issue Final Completion and Acceptance letter to the City/Library recommending acceptance.
- v. Final retainage released upon City and Library approval

5. City and Library Responsibilities:

- a. Right of entry to the properties
- b. Adjacent property owner notifications and public meeting notices.
- c. Previous available surveys, reports, etc.
- d. Paying all plan review fees and advertising costs.
- e. Furnishing all permits and providing permit review fees.
- f. Provide basemap drawing based upon city planimetrics showing contours, structures, right-of-way, property lines, easements, and all utilities including private sewer service connections.

6. **CMAR Fee Schedule:** Refer to Appendix B

Project Staffing Matrix - Pre Construction Services



FAYETTEVILLE LIBRARY EXPANSION

Contract Attachment:

		Location		Role															
Name of Individual Team Members	Billing Rate (\$/hr)	On site or off site location	Req'd Full Time or Part Time	Staff Assignments as identified below are Owner's minimum CM Base Staff Requirement	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Total Hours by Individual	Total Staff Cost by Individual (Hrs x Rate)	
Preconstruction Services																			
Jason Miller	90	off site	Part Time	Pre-Construction Manager	30	30	40	40	40	40	40	40	40	40	40	40	460	41400	
Randall Russell	85	off site	Part Time	Lead Project Estimator	40	40	40	40	40	40	40	40	40	40	30	30	460	39100	
Rebecca Walker	65	off site	Part Time	Estimator	0	0	0	8	10	10	20	20	20	20	30	40	178	11500	
Brad Hamilton	90	on site	Part Time	General Superintendent	10	10	10	10	10	10	10	10	10	10	20	80	200	18000	
Total Hours					80	80	90	98	100	100	110	110	110	110	120	190			
Notes																	TOTAL	1298 \$	110,000

Notes

- All above referenced positions are required by the project as a minimum project staffing requirement.
- Billing Rate to include all related employment expenses including salary, benefits and general overhead costs only.
- General Overhead Costs include: printing, postage, phone, computers, software, office supplies, local travel/transportation
- The following if required, shall be considered reimbursable costs: Out of Town Travel, 3rd party onsite investigations, Permits



CITY OF
FAYETTEVILLE
ARKANSAS

RFQ 17-12, Appendix C

City of Fayetteville, AR
Purchasing Division, Room 306
113 W. Mountain Street
Fayetteville, AR 72701
Phone: 479-575-8220

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATION)

**RFQ 17-12, Construction Manager Services
for Fayetteville Public Library Expansion**

DEADLINE: Wednesday, June 21, 2017 prior to 2:00:00 PM, local time

DELIVERY LOCATION: Room 306 – 113 W. Mountain, Fayetteville, AR 72701

PURCHASING AGENT: Les McGaugh, lmcgaugh@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 05/11/17 and 06/01/17

No late qualifications will be accepted. RFQ'S shall be submitted in sealed envelopes labeled with the project name, contact name, and address of the Proposer. RFQ's shall be submitted in accordance with the attached City of Fayetteville specifications and RFQ documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Submittals shall be submitted in sealed envelopes labeled with the solicitation number, solicitation name, and name and address of the firm.

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

Name of Firm: _____

Contact Person: _____ Title: _____

E-Mail: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip: _____

Signature: _____ Date: _____

**City of Fayetteville, Arkansas and Fayetteville Public Library
Request for Statements of Qualification
RFQ 17-12, Construction Manager Services for Fayetteville Public Library Expansion**

The City of Fayetteville in coordination with the Fayetteville Public Library (City/Library) is accepting statements of qualifications from construction management firms licensed to do business within the State of Arkansas to provide, construction management / general contractor (CM/GC) services as a construction management at risk (CMAR) / guaranteed maximum (GMP) project for the LEED certified expansion to the existing Fayetteville Public Library Blair Building of approximately 80,000 square feet and renovate the existing library approximately 88,000 square feet.

Professional Services required include:

1. Ensure all funds are spent in accordance with State of Arkansas Procurement laws
2. Guaranteed maximum price construction
3. Estimating
4. Sub-contractor bidding
5. Project and change order pricing
6. Demolition
7. Schedule control
8. Cost reduction and control
9. Project coordination
10. Project close out
11. Warranty

To be considered, statements of qualification shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas by **Wednesday, June 21, 2017 before 2:00:00 PM**, local time.

Forms & addendums can be downloaded from the City's web site at <http://fayetteville-ar.gov/bids>. All questions regarding the process should be directed to Les McGaugh at lmcgaugh@fayetteville-ar.gov or (479)575-8220.

Statements of qualification submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

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

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

CITY OF FAYETTEVILLE, ARKANSAS

By: Les McGaugh

Title: Purchasing Agent

Ad dates: 05/11/17 and 06/01/17

City of Fayetteville

RFQ 17-12, Construction Manager Services for Fayetteville Public Library Expansion

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City of Fayetteville

RFQ 17-12, Construction Manager Services for Fayetteville Public Library Expansion

SECTION A: General Terms & Conditions

1. SUBMISSION OF A STATEMENT OF QUALIFICATION SHALL INCLUDE:

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in this documents as equal to statement of qualification.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.
- c. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers are also allowed to submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), and forms provided by the City for completion.
- d. All Proposers shall submit eight (8) identical paper copies of their statement of qualification as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be submitted as a SINGLE FILE in format acceptable to Adobe in a save able format.** Files contained on the CD or electronic media shall not be restricted against saving or printing. **The electronic copy shall be identical to the original papers submitted.** Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
- e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer's will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed and at that time only for the intended selection.
- f. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.
- g. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- h. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.
- i. Proposers shall have experience in work of the same or similar nature, and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
- j. Proposer is advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. Failure to do so may lead the City to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- k. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

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

3. RIGHTS OF CITY OF FAYETTEVILLE IN THIS PROCESS:

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

- a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.
- b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- c. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- d. The City of Fayetteville reserves the right to cancel the entire request.
- e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.
- f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

4. EVALUATION CRITERIA:

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

5. COSTS INCURRED BY PROPOSERS:

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

6. ORAL PRESENTATION:

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

7. CONFLICT OF INTEREST:

- a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled "Limited Authority of City Employee to Provide Services to the City".
- b. The Proposer shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer's judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of

the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

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

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICTION:

- a. The City of Fayetteville reserves the privilege of auditing a vendor's records as such records relate to purchases between the City and said vendor.
- b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

13. CITY INDEMNIFICATION:

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

Persons with disabilities requiring reasonable accommodation to participate in this proceeding/event, should call 479.521.1316 (telecommunications device for the deaf), not later than seven days prior to the deadline. Persons needing translation of this document shall contact the City of Fayetteville, Purchasing Division, immediately.

16. PAYMENTS AND INVOICING:

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

17. CANCELLATION:

- a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.
- b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.
- d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

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

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

19. NON-EXCLUSIVE CONTRACT:

Award of this RFQ shall impose no obligation on the City to utilize the vendor for all work of this type, which may develop during the contract period. This is not an exclusive contract. The City specifically reserves the right to

concurrently contract with other companies for similar work if it deems such an action to be in the City's best interest. In the case of multiple-phase contracts, this provision shall apply separately to each item.

20. ADDITIONAL REQUIREMENTS:

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

21. SERVICES AGREEMENT:

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

22. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

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

23. LOBBYING:

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

24. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred company with the federal, any state, or local government.

25. OTHER GENERAL CONDITIONS:

- a. Proposers shall provide the City with proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
- b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for statements of qualification is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for

reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

- d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.
- e. **Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.**
- f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for statements of qualification. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.
- h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFQ. The RFQ is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFQ's content or to exclude any relevant or essential data.
- i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. INSURANCE:

- a. Any project selected under this RFQ shall require professional liability insurance in the amount of \$5 million US dollars, at minimum. Such Certificate of Insurance shall list the City and Library as an additional insured and not be required unless firm is awarded a contract. Certificate of insurance shall be provided within 10 (ten) calendar

days after contract award. The City reserves the right to provide builder's risk insurance in the event it results in a cost savings to the overall project.

- i. Professional/Comprehensive General Liability Insurance: Minimum \$5 million
- ii. Builder's Risk (if not provided by the City)
- iii. Worker's Compensation: Statutory amount
- iv. General Automotive Insurance as required by state law

27. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. 30 Points – Specialized experience and technical competence of the firm with respect to the type of professional services required
2. 25 Points – Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project
3. 25 Points – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines
4. 20 Points – Firm's proximity to and familiarity with the area in which the project is located

*****NOTE: Fees shall NOT be included with any statement of qualification.** Price shall not be a considered factor used to select a vendor. Price and fees will not be considered until the negotiating process and will be a factor in the award of any proposed contract. In the event the City is not able to negotiate a successful contract with the selected vendor, the City reserves the right to cease negotiations with such selected vendor and proceed on to the next selected vendor.

City of Fayetteville

RFQ 17-12, Construction Manager Services for Fayetteville Public Library Expansion

SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

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

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

PLEASE LIST FOUR (4) REFERENCES IN WHICH CMAR HAS PREVIOUSLY PERFORMED CONTRACT SERVICES FOR WITHIN THE PAST FIVE (5) YEARS FOR PROJECTS OF SIMILAR SCOPE AND SIZE (All fields must be completed):

1. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

2. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

3. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

4. _____
COMPANY NAME

CITY, STATE, ZIP

CONTACT PERSON

TELEPHONE

FAX NUMBER

E-MAIL ADDRESS

City of Fayetteville

RFQ 17-12, Construction Manager Services for Fayetteville Public Library Expansion

SECTION C: Signature Submittal

1. Disclosure Information

Proposer shall disclose any possible conflict of interest or disclose any financial interest with the City of Fayetteville or Fayetteville Public Library, including, but not limited to, any relationship with any City of Fayetteville, Fayetteville Public Library employee, or member of the Fayetteville Public Library Board of Trustees. Proposer response shall disclose if a known relationship exists between any principal or employee of submitting firm or its team members or sub-consultants, and any City of Fayetteville employee, Fayetteville Public Library employee, or elected City of Fayetteville or appointed Fayetteville Public Library Board of Trustee official.

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

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

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

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

2. Additional Information

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

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

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

E-Mail Address: _____

3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as

though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification. .

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

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

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

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

6. SUB CONSULTANTS AND TEAM INFORMATION:

Proposer, hereby certifies that proposals from the following consultants were used in the preparation of this statement of qualification. Proposer shall attach additional pages if necessary. **This section only applies if CMAR is proposing a sub consultant for estimating, scheduling, accounting/payroll and non-construction trade services.**

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

Type of Work: _____

Subcontractor's Name: _____

Arkansas License No: _____

Address: _____

Date Firm Established: _____

Percentage of Work: _____

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

NAME: _____

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

TAX ID#: _____ DUNS#: _____

PHONE: _____ FAX: _____

E-MAIL: _____

Signed by :

SIGNATURE: _____

PRINTED NAME : _____

TITLE: _____

DATE: _____

A). PROJECT SUMMARY

- I. The City of Fayetteville in coordination with the Fayetteville Public Library (City/Library) is accepting statements of qualifications from licensed professionals to provide construction management at risk/general contractor (CM/GC) services as a construction management at 401 W Mountain St., Fayetteville, AR 72701. This LEED certified expansion is expected to expand the existing Fayetteville Public Library Blair Building of approximately 80,000 square feet and renovate the existing library approximately 88,000 square feet. The Library has completed a Master Plan identifying space needs through 2030. The new expansion shall achieve a minimum standard of LEED Certification as designated by the U.S. Green Building Council (USGBC.). Meeting the living building challenge as defined by the Living Future Institute is desirable depending on funding availability.
- II. The City of Fayetteville and Library are currently in the process of selecting an architectural firm to serve as the lead design professional for this project.
- III. The expansion of the Fayetteville Public Library will be constructed by connecting to the existing Library and expanding onto the site of the former City Hospital. The City of Fayetteville/Library will abate and remove the existing asbestos in the old City Hospital building prior to contracting for the full demolition of the old City Hospital building by the CMAR. Asbestos removal is not included in the scope of this RFP.
- IV. On March 16, 2017, the Arkansas Supreme Court issued its opinion in *Stone Heirs v. Washington Regional Medical Center, et al*, CV-16-277, affirming the trial court's ruling in favor of the City of Fayetteville and Washington Regional Medical Center. The Stone heirs did not request a rehearing by the Court within the time permitted by law. The final mandate was then issued on April 4, 2017, and no further hearings or appeals will follow. The Library anticipates closing for possession of the land by the middle of May.
- V. **Phasing and award:** One contract will be awarded with multiple phases. Phase one will include demolition of the existing City Hospital structure. Phase two is intended to be the expansion of the new Library, following with Phase three for remodeling the existing Library. The balance of the contract will be contingent on Issuance of the Bond and formal approval from the Fayetteville City Council.
- VI. **Project funding:** The total project funding is encompassed by a combination of voter approved [August 9, 2016] bond issue (approximately \$26 million) and privately raised funds (approximately \$23 million) and is expected to be completed in two (2) or more phases contingent on raising private funding.

B). PROJECT INFORMATION & REQUIREMENTS

- I. Request for Qualifications (RFQ) responses shall be submitted from one single primary construction manager firm with each additional contracted third party as a subcontractor to the primary. The primary firm in addition to any contracted third party shall be disclosed with the RFQ response and be considered the project team for the overall construction scope of the project. This requirement to provide sub-

consultant professionals does not include subcontractor trades for the actual construction items (Electrical, HVAC, etc.) as those items will be bid by the CMAR after contract award.

- I. Responses **shall not include** price or hourly rates, or any pricing structure. Pricing shall be negotiated with the top ranked selected firm only and is not considered part of this selection. The City intends negotiate each phase as a not to exceed fee with the selected firm.
- II. It is the intent of this project to enter into a mutually beneficial agreement indicated by the draft provided with this RFQ.
 - a. Reference Section E for a draft agreement intended to be used with this project (expected to be issued via addendum after finalization). Final agreement is subject to negotiation with the final selected firm.
- III. The Primary responding firm shall be experienced in constructing, renovating or expanding municipal public libraries or other renovations and expansions of similar nature. Respondents to this RFQ shall submit at least three (3) similar type projects within the past 10 years that demonstrates new, remodel, or additions to existing libraries or similar projects. Projects listed shall have been completed by the employees/associates that will be assigned to this project.
- IV. At least one firm on the project team shall have successful proven experience and available certifications from the USGBC in constructing LEED Certified Buildings.

C). SCOPE OF WORK

- I. **Overview:** Anticipated phases are identified below with associated scope of work. Scope of work is not limited to any additional industry standard scope of work necessary to complete each phase. **Coordination with the selected architectural team is critical for all phases. Selected Primary firm shall coordinate with the architectural team in order to achieve best value for the overall success of the project, including working to achieve maximum cost savings.**
- II. **PHASE 1: Demolition and stabilization of former City Hospital**
 - a. CMAR shall assist the City/Library selected Architectural team to develop cost estimates for demolition, bid documents, procurement in coordination with the City, administration of sub-contractors, etc. Asbestos removal will be completed by the City/Library before demolition.
- III. **PHASE 2: Expansion of Library**
 - a. Provide industry standard construction manager services, including but not limited to: development of costs, identifying potential design changes which could result in cost savings or energy efficiency, interact with the design team for review of documents, etc.
 - b. Coordinate with the architectural team to prepare and submit three (3) sets of Schematic Design Documents, Preliminary Specifications, schematic cost estimate and schedule to the City/Library staff for review and approval. (15% plan review).
 - i. After receiving schematic design comments, meet with applicable divisions to resolve comments in preparation for review by Planning Commission
 - ii. Assist architectural team in responding in writing to all City/Library comments on plans
 - iii. Assist architectural team in coordinating with private utilities and service providers

c. Design Development Phase

- i. Assist architectural team to define and develop all trade bid packages. Those packages shall be reviewed and approved by the City of Fayetteville and Library representatives prior to being released for the bidding process.
- ii. Coordinate with the architectural team to prepare and submit three (3) sets of Design Development Documents including Detailed Specifications, Detailed Cost Estimate and schedule to the City/Library staff for review and approval. (50% plan review). Components to include:
 1. Site plans, paving layouts, traffic circulation, lighting, signage and utilities
 2. Floor plans, Structural, Civil, Architectural, Storm Water Pollution Prevention Plan (SWPPP), MEP, Fire Protection and landscaping
 3. Exterior elevations, rendering and color palette
 4. Building sections and details
 5. Interior elevations, casework and millwork elevations
 6. Drainage Study and calculations, as required by City
 7. Report addressing all City's Design Criteria and Code requirements
- iii. Assist architectural team in Respond in writing to all City comments on plans
- iv. Assist architectural team in coordination of final utility plans.
- v. Facilitate with architectural team and City/Library cost-benefit analyses to determine most cost effective construction after evaluation of life-cycle cost impact.

d. Construction Documents Phase

- i. Assist architectural team in completing Construction Documents/Plans and Specifications. Architectural team will submit three (3) sets to City staff, and electronic versions as necessary, for Code and general review and approval as well as Construction Manager and City/Library for cost analyses. (90% plan review).
- ii. Attend follow up meetings with City Development Services and Fire Marshall
- iii. Complete Platting and record Plat
- iv. Complete final coordination with private utilities and service providers
- v. Assist architectural team to prepare and submit three (3) complete sets of Construction Documents, and electronic versions as necessary, including 90% written responses, Specifications and Architect's Cost Estimate and schedule to:
 1. Fayetteville Public Library/City of Fayetteville Development Services for review and approval (100% plan review)
- vi. Assist architectural team in correcting plans to reflect issues noted by Review for Permit, inclusive of any necessary redesign prompted from the permit process.
- vii. Construction Documents/Plans, Specifications and Project Drawings shall be routed through the City of Fayetteville Development Services, Planning, Engineering, Building Safety, Fire Marshal, and Urban Forestry for required approvals.

e. Bid Phase

- i. Coordinate with City Purchasing Division to ensure all procedures followed for this phase meet state laws and City of Fayetteville Purchasing Policies.

- ii. Provide services for reproduction and dissemination of bid sets (project manual and stamped drawings) to the City/Library [PM (1), Purchasing (1) and interested bidders]. Documents should be made available to any interested party electronically at no cost.
- iii. Provide distribution of plans to all interested parties.
 - 1. Maintain open communication with the City of Fayetteville Purchasing Division throughout the bidding process.
 - 2. Distribution of all documents shall be done in a fair and unbiased manner while keeping all interested parties on equal terms.
 - 3. Document and keep an updated accurate record of plan holder's and provide updated listings to all interested parties in a timely manner.
 - 4. Answers to questions and inquiries shall be made in the form of an addendum and shall be provided to all interested parties at the same time.
- iv. Coordinate with City Purchasing Division during pre-bid meeting, facilitate and attend the Bid Opening.
- v. Maintain open communication with the City Purchasing Division during any process involving Request for Information (RFI).
- vi. Any addenda shall be provided to the Purchasing Division, for coordination with the City and Library, for review and approval in advance of issuance. Bidders, interested parties, and plan holders shall receive all information included in an addenda at the time addenda is issued.
- vii. In the event the CMAR desires to self-perform a portion of the work or a trade package, the CMAR shall submit a bid package in the same time and manner as other interested parties.
- viii. In an effort to facilitate the bid opening in a vendor neutral space, the bid opening shall be held at the City of Fayetteville Administration Building, City Hall, at a time and date coordinated in advance with the City Purchasing Division.
- ix. Assist with design of Bid Proposal
- x. Review Architect's Recommendation of Award Letter that includes the following required content (and assist with):
 - 1. Check for math errors and reconcile any mathematical discrepancies
 - 2. Review for unbalance bid items
 - 3. Coordinate with the City Purchasing Division in finalizing a Certified Bid Tabulation including Engineer's estimate
 - 4. Review of contractor's financial standing and references provided
 - 5. Explanation of discrepancies between the Engineer's estimate and bids
 - 6. Meeting with the City and Library to provide a formal written recommendation of award
- xi. Attend City Council/Library Board of Trustee meeting(s) for the recommendation for award of Contract(s) for Construction.

f. Construction Administration Phase

- i. Put forth diligent and fiscally responsible efforts to ensure the project will be completed on time and within budget.
- ii. Attend Pre-Construction meeting and conduct regular as jointly determined by City/Library and Architect construction progress meetings.

- iii. Coordinate with City, Library, and Architect on all Request for Change Proposals, Change Orders, etc. including maintaining a log of all such documents.
- iv. City/Library intends to provide regular construction administration services. Architect will provide field services, progress meetings, and progress payment review and assistance on a bi-monthly basis.
- v. Review site visit report from the architectural team, City of Fayetteville Facilities Management Division, and Library Representative at least one (1) time per month.
- vi. Coordinate with the architectural team to conduct Substantial Completion Inspection, coordinate with architect to create punch list, substantiate that items noted are completed, and issue Substantial Completion Certificate.
- vii. City of Fayetteville Facilities Management Division, CMAR, and Library Representative shall be notified to attend all on-site meetings, review and approve all pay requests, and change order review prior to Mayor's approval.

g. Project Close Out

- i. Provide Warranty Services during the entire Warranty Period. Architect to issue Warranty Reports and review items after the CM has notified the City/Library that these items are complete.
- ii. Provide support services as needed during the project close out process.
- iii. Provide close out submittal to the architectural team for completeness before transmitting to the City/Library which include but are not limited to:
 - 1. Contractor's red lines and as-built notes
 - 2. Warranty information
 - 3. Material Safety Data Sheet (MSDS)
 - 4. Operating Manuals
 - 5. Start up and testing reports
 - 6. Building commissioner report
 - 7. As-Built record drawings (in hard copy and digital format)
 - 8. Produce a project narrative that provides a comprehensive review of the construction activities for the project with a project narrative submitted for City/Library approval at the completion of each contract phase.

IV. PHASE 3: Renovation of existing Library

- a. Scope to be finalized prior to contract execution of Expansion phase.

D). PROFESSIONAL SERVICES AND ADDITIONAL REQUIREMENTS:

1. Professional Services:

- a. Any entity responding to this RFQ shall be a current licensed contractor with the State of Arkansas Contractor's Licensing Board. Failure to hold a current contractor's license shall result in submittal rejection. All subcontractors on the project shall be properly licensed by the State of Arkansas Contractor's Licensing Board.
- b. Any industry standard cost share or savings incentive practices desired for discussion during contract negotiations should be disclosed with RFQ response. Cost sharing practice shall be presented in the format of a general best practices approach and contract terms and shall not

include pricing related figures. Pricing and fees are not part of the selection criteria and shall not be include with RFQ submittal.

- c. The resulting contract of this solicitation shall be a Guaranteed Maximum Price (GMP) construction contract; however, price itself shall not be considered until a vendor has been selected based on qualifications. Price will be negotiated with the most qualified vendor, as evaluated and voted by the selection committee. **Responses to this RFQ shall not include price.**
- d. Estimating
- e. Performance and payment bonding. After a contract has been awarded to the selected construction manager (CM) and within ten (10) calendar days of the final construction contract finalized, provide a 100% separate performance and payment bond to the City of Fayetteville after being file marked at the Washington County Circuit Clerk's Office.
 - A. Construction contracts for the project shall not be entered into between the CM and sub-contractor without a 100% payment and performance bond in the amount of the contract and any amendments thereto and shall provide for the manner in which the construction shall be managed and supervised. Bonds shall be valid and exchanged between all parties prior to the start of work.
- f. After contract award, the awarded CM shall furnish a certificate of insurance showing that insurance policies are carried in amounts acceptable to the City and Library. Forms of insurance shall be, Comprehensive General Liability, Builder's Risk, Property Damage Insurance, Worker's Compensation, and Automobile coverage. Such insurance shall be kept in full force and in effect until all work has been satisfactorily completed and accepted. All certificates of insurance shall list the City of Fayetteville and the Library as an additional insured. The City of Fayetteville reserves the right to bind builder's risk insurance for this project in the event it results in a cost savings to the City and/or Library.
- g. Ensure all funds spent are in accordance with State of Arkansas procurement laws.
- h. Project and change order pricing
- i. Demolition
- j. Schedule control
- k. Cost reduction and control
- l. Project coordination
- m. Project close out
- n. Warranty

2. Submittal Requirements: The RFQ submittal should contain the following response items arranged in order, tabbed, and with a table of contents. In order to issue a uniform review process and to obtain the maximum degree of comparability, it is required that the submittal be organized in the manner specified.

- a. **Title Page:** Show the name of agency/firm, address, and telephone number, name of contact person, date, and subject: RFQ 17-12.
- b. **Table of Contents:** Include a clear identification of the material by section and by page number.

- c. Letter of Interest: Name, address, brief history of firm and Submitter's interest in the proposed project. Briefly state the agency/firm understands of the work to be done and make a positive commitment to perform the work. Give the name of the person(s) who will be authorized to make representation for the Submitter, their titles, addresses and telephone numbers. Describe the perceived strengths to carry out the project.
- d. Project Team Organization: Provide an organizational chart indicating the relationship between the Submitter's staff members who have responsibilities related to this project. Indicate on the chart the names of key personnel and their titles. Submit professional qualifications and resumes of staff to be assigned to this project, showing where they have been performed work on similar projects including Construction Management GMP projects.
- e. Specialized and Past Experience: Provide information regarding your past experience in providing the services requested in this RFQ including information pertaining to customer satisfaction, timely completion, and meeting budgets on similar projects executed under a GMP contracting format. Actual price and fees shall **not** be included in submittal.
- f. Schedule: Submitter shall provide a general schedule for the completion of the scope of the specified project.
- g. Additional Background: All Submitters are invited to include a maximum of two pages of information not included above which may be useful and applicable to this project.

3. Items to Specifically Include with Response: Responses shall include the following in addition to other requirements specified.

- a. Experience of key personnel in the pre-construction and construction phases on the renovation/expansion of occupied public buildings.
- b. Project experience (within the past ten years) of, renovation/expansion of occupied buildings of similar scope and size and multi phased technically challenging renovation projects, particularly in locations with tight site constraints.
- c. Prior experience constructing or renovating buildings under the LEED rating system.
- d. Statement regarding understanding of pre-construction services and approach to billing for pre-construction services. Included as part of this statement should include a clear definition of understanding for what a Guaranteed Maximum Price (GMP) means.
- e. Records of management teams on similar projects with timely completion, and high quality workmanship.
- f. Records of previous similar projects with owner verification and contact information. Please provide contact information including reference contacts of the owner and architect on at least 3 projects. These projects should be within the past five years.
- g. Specific experience and capabilities of working with Building Information Modeling (BIM) software.
- h. Current and projected workload
- i. Current maximum bonding capacity and rate
- j. Proof of licensure from the State of Arkansas Contractor's Licensing Board

E). ANTICIPATED PROJECT TIMELINE:

Selection Committee members include Wade Abernathy, Paul Becker, Chris Brown, Adella Gray, Sam Palmer, Steve Davis, and David Johnson. All interested parties are advised per City Policy, all contact between interested parties and the City or Library shall be through the City of Fayetteville Purchasing Division. Interested parties are strictly forbidden to discuss this project with any City Staff member or Elected Official.

F). ANTICIPATED PROJECT TIMELINE:

RFQ 17-12, Construction Manager Services - Fayetteville Public Library Expansion		
Tentative Timeline as of 05/11/17		
Action Item	Revised Date	Note
Advertisement 1 of 2 for RFQ	Thursday, May 11, 2017	
Advertisement 2 of 2 for RFQ	Thursday, June 01, 2017	
Deadline for RFP	Wednesday, June 21, 2017	Prior to 2:00 PM, local time
Inform short listed vendors of interview	Friday, July 07, 2017	By end of day
Interviews with short listed vendors	Wednesday, July 12, 2017	
Deadline for contract negotiations with selected firm	Tuesday, July 25, 2017	
City Council Agenda Deadline	Friday, July 28, 2017	4:00 PM - City Clerk
City Council Agenda Session	Tuesday, August 08, 2017	4:30 PM
City Council Meeting	Tuesday, August 15, 2017	
PO Issue Date	Friday, August 25, 2017	After receipt of Certificate of Insurance
Start date of Contract	Monday, August 28, 2017	
*Timeline is subject change based on project needs.		

CONSTRUCTION MANAGER QUALIFICATION



created exclusively for:



CITY OF
FAYETTEVILLE
ARKANSAS

LIBRARY EXPANSION PROJECT

CROSSLAND
CONSTRUCTION COMPANY, INC.

imagine the
POSSIBILITIES



COVER LETTER

A letter from Chris Schnurbusch, President of the Southeast Region, regarding Crossland's interest in your project.

June 21, 2017

Mr. Les McGaugh
Purchasing Agent
City of Fayetteville
113 West Mountain
Fayetteville, AR 72701

RE: RFQ 17-12, CONSTRUCTION MANAGER SERVICES FOR FAYETTEVILLE PUBLIC LIBRARY EXPANSION

Dear Mr. McGaugh,

Our team is excited about your upcoming Library Renovation and Expansion Project, and is pleased to submit our firm's qualifications for your review this afternoon. Over the past few weeks, we have examined your project site, the proposed conceptual renderings and all documentation associated with this major community project. We know that our team would bring an invaluable resource and knowledge base to the City of Fayetteville, and would love to guide your landmark project to success.

It is hard to believe that its been over ten years since Crossland built your original library facility. The 21st century library is an exciting, ever-changing cultural center, and we understand that your facility needs to evolve over time to better engage the public. Crossland would love to partner with the City of Fayetteville to renovate and expand your facility, continuing the work we began over a decade ago.

As President of the Southeast Region, I will serve as your Project Executive, with Jason Miller, Pre-Construction Director and Randall Russell, Lead Estimator, managing your project in the Pre-Construction Phase. Further discussion of your project's goals, needs and expectations will assist our team further develop a group of professionals to manage your project through the Pre-Construction and Construction Phases.

Crossland will bring a unique depth of knowledge to the City of Fayetteville as your Construction Manager. As the Library's original builder, our team is acutely aware of your projects composition and history, and has the original construction team in-house to glean wisdom from as we continue construction on this site. Our Rogers-based management team understands your project's location and its challenges - including pedestrian safety and traffic concerns, the minimal construction laydown area and phasing measures necessary to keep your library open throughout the construction phase. Our team will use our extensive knowledge of high-profile civic projects, as well as our strong base of local subcontractors and suppliers to help your project progress as desired. Our award-winning self-performance services could also be of use to the City of Fayetteville, as you embark on this quality, but value-conscious project.

The Construction Management delivery method is a key component to Crossland's success in this region, and we believe it is an excellent management system for the City of Fayetteville's upcoming project. In our opinion, Construction Management can be simplified down to one word - trust. A Construction Manager is chosen to lead the construction effort because the project team has proven itself trustworthy, reliable and vigilant when it comes to serving and protecting the Client. Our team takes our role as your Construction Manager seriously, and will be a vigilant guardian of your projects resources and vision.

Finally, we consider ourselves Community Builders, and have established strong client relationships throughout the State of Arkansas. For over twenty years Crossland has been an active leader in the construction and development of Northwest Arkansas. We are committed to this region and its success because nearly three-hundred of our employees call Northwest Arkansas home. These employees are passionate about bettering our communities through construction efforts and serving our scores of local clients with the trust, responsibility, integrity and passion for which they've become known.

Our team is confident that we can manage your project with a level of excellence that this community deserves. We would be honored to sit down with the City of Fayetteville and discuss this project, and your vision for it, at your earliest opportunity.

Sincerely,

Chris Schnurbusch
President of the Southeast Region



A brief overview of our firm history, locations, services and commitment to Northwest Arkansas



BENTONVILLE COMMUNITY CENTER



ARKANSAS MUSIC PAVILION

corporate office:
COLUMBUS, KS

arkansas office:
ROGERS, AR

additional regional offices:
TULSA, OK
KANSAS CITY, MO
OKLAHOMA CITY, OK
PROSPER, TX
WICHITA, KS
CENTENNIAL, CO

A FIRM FOUNDATION

Crossland Construction Company, Inc. is among the nation's Top 100 Contractors, ranked #79 by Engineering News Record. Honored to be a leader in the industry, our team builds each and every project on our solid foundation of trust, responsibility, integrity, and passion.

Established by Ivan Crossland, Sr. in 1977, and incorporated in the State of Kansas in 1978, Crossland is one of the region's fastest growing construction firms. With impressive self-performance capabilities, production resources and a nationally recognized, educated workforce, our team strives to deliver an excellent project and construction experience to our clients. That's probably why over 60% of our business is return customers - we believe in delivering a product so superior to our competitors, that you will want to be a Crossland customer for life.

Crossland considers it an honor to be the first choice for scores of clients across the State of Arkansas. While our firm has roots spreading across the nation, our organization is deeply tied to our clients and communities right here in Northwest Arkansas, and we look forward to contributing to the Ozarks for decades to come.

SERVICES

Pre-Construction
Design/Build
Construction Management
General Contracting
LEED Certified Builder

ORGANIZATION

Owned & Operated by the Crossland Family
1500+ Employees
Nationally Ranked Company
Self-Performs Approx 40% of Work Annually
Minority-Owned Builder



PRODUCTION RESOURCES

An overview of our firms resources and capabilities.

Crossland is a firm with the capacity, capability and production resources necessary to meet and exceed Fayetteville's expectations. With an impressive current and projected workload, employee base, and a \$45 million in-house equipment fleet, we're prepared to bring both stability, and competitive pricing to the City of Fayetteville from start to finish.

In addition to our in-house capabilities, we plan to utilize many Northwest Arkansas-based, pre-qualified subcontractors to your project(s). We recognize the value local craftsmen bring to your project, and look forward to guiding them and your project to success.

EMPLOYEES

199
Management
Employees



1508
Total Employees



1209
Total Field
Employees



WORKLOAD

\$916,025,825

Current Backlog

1,023,000,000

Projected Revenue

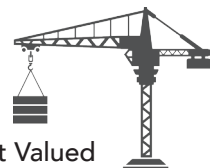


OUR RESOURCES



1861

Pre-Qualified
Subcontractors within
100 miles of Fayetteville



Fleet Valued

at Over

\$45,000,000



LOCAL SUBCONTRACTORS

EQUIPMENT FLEET



SELF-PERFORMANCE CAPABILITIES

We aren't just managers, we're Real Builders.

REAL BUILDERS.

Crossland Construction Company, Inc. has some of the most impressive self-performance capabilities of any builder in the region. While many Construction Managers remain perched in their offices, our team is known for a hands-on, boots-on-the-ground approach that saves our clients time and money. We take a lot of pride in not only managing projects but also putting work into place - we're Real Builders.

Our self-performance capabilities enable us to set the tone and pace of the construction, control project costs, and establish standards of quality and safety. With an award-winning, skilled workforce of over 1,200 field craftsmen, empowered with a multi-million dollar equipment fleet, your project is in good hands.

Crossland operates on a foundation of integrity, and submits a sealed bid for its self-performance services just like any other subcontractor on bid day. Our team would be interested in self-performing certain components of your project.

OUR CAPABILITIES

 EARTHWORK - Site Grading - Clearing - Road Construction		 STEEL ERECTION - Structural Steel - Pre-Engineered Metal Building - Millwright	
	 CONCRETE - Foundations Flatwork - Retaining Wall Bridges - Elevated Structural Concrete		 SITE UTILITIES - Sanitary Sewer - Water Distribution - Storm Sewer
 CARPENTRY - Rough Carpentry - Installation of Doors, Hardware and Specialty Items - Standing and Running Trim		 EQUIPMENT FLEET \$45 Million in Equipment - TopCon GPS Technology - In-House Surveying with 3D Modeling Capabilities	



PRIMARY CONTACT

Contact information for Chris Schnurbusch, President of the Southeast Region.



CHRIS SCHNURBUSCH



office phone: **479.464.7077**



cell phone: **479.531.3328**



email: **cjs@crossland.com**



fax: **479.464.7050**



address: **1800 S. 52nd St, Ste 410
Rogers, AR 72758**

your

PRIMARY CONTACT

Chris Schnurbusch, President of the Southeast Region will serve as Project Executive and principal contact for all Fayetteville Projects. Chris has the full confidence of Crossland, and has the authorization necessary to contractually commit Crossland to your project.

As your Project Executive, Chris will select your project team members, as well as oversee your project and its milestones. If you have any questions, please feel free to reach out to Chris using the contact information below.



PRE-CONSTRUCTION TEAM

An overview of the project team's qualification's and experience.



DESCRIPTION OF JOB DUTIES

As Project Executive, Chris will provide overall direction for your project. He will help establish project objectives, policies, procedures, and performance standards. Chris will have corporate responsibility for project execution within the contractual framework. He is responsible to Crossland's corporate officials for resolution of any issue unable to be resolved at the project level.



CHRIS SCHNURBUSCH

PRESIDENT SOUTHEAST DIVISION

PROJECT EXPERIENCE (Partial List)

- VA Medical Center, Fayetteville, AR, \$62.5M
- Springdale High Schools, Springdale, AR, \$42M
- Siloam Springs High School, Siloam Springs, AR, \$32.8M
- Naturals Baseball Stadium, Springdale, AR, \$30M
- Fayetteville Public Library, Fayetteville, AR, \$24M
- Bentonville High School, Bentonville, AR, \$23M
- World Trade Center, Rogers, AR, \$15M
- Bentonville Community Center, Bentonville, AR, \$15M
- Cooper Elementary, Bella Vista, AR, \$12M
- Pinnacle Center 4, Rogers, AR, \$11M
- Horsebarn Office/Retail Complex, Rogers, AR, \$10M
- Barker Middle School, Rogers, AR, \$8.4M
- Bentonville High School Theatre, Bentonville, AR, \$6.5M
- University of Arkansas Science Towers, Fayetteville, AR, \$6.5M
- Walmart Super Center, Siloam Springs, AR, \$6.1M
- UAMS Arkansas Children's Hospital, Little Rock, AR \$6M
- Cherokee County Jail, Columbus, KS, \$6M
- Beau Cheney Office/Retail/Medical Complex, Bentonville, AR, \$5M
- Bentonville Juvenile Justice Center, Bentonville, AR, \$5M
- Pinnacle Hills Building G, Rogers, AR, \$4.3M
- Aert Warehouse, Watts, OK, \$3M

PROJECT ASSIGNMENT

Project Executive

YEARS OF EXPERIENCE

25 Years

EDUCATION

Bachelor of Science
Construction Management
Pittsburg State University

CERTIFICATIONS

Smith Driving Certification

LEED AP Certification

CPR/First Aid



PROJECT TEAM

An overview of the project team's qualification's and experience.



DESCRIPTION OF JOB DUTIES

As Pre-Construction Manager, Jason will work with the Estimating Team and in close collaboration with the Client, Architect and Project Manager to produce cost estimates throughout the Pre-Construction Phase to provide accurate information for timely decision making. He will also be responsible for the team coordination involving value analysis, constructability reviews, sustainable construction recommendations and subcontractor input and pricing.



JASON MILLER

PRE-CONSTRUCTION MANAGER

PROJECT EXPERIENCE (Partial List)

- VA Medical Center, Fayetteville, AR, \$68M
- Hunt Tower, Rogers, AR, \$33M
- Siloam Springs High School, Siloam Springs, AR, \$32.8M
- Arvest Bank Operations West Building Addition, Lowell, AR, \$5M
- Arvest Bank Remodel, MO, \$300,000
- Arkansas Music Pavilion (AMP), Rogers, AR, \$7M
- Lane Hotel Historic Renovation, Rogers, AR, \$12 M
- Advantage Sales & Marketing TI, Rogers, AR, \$3.5M
- Bayer Pharmaceuticals TI, Rogers, AR, \$1M
- Siloam Springs Industrial Arts Facility, Siloam Springs, AR, \$1.5M
- Siloam Springs H.S. Football Stadium, Siloam Springs, AR, \$5M
- Siloam Springs Middle School, Siloam Springs, AR, \$7M
- Target Store Remodels, Nashville, TN (5 Concurrent), \$4.5M
- Target Store Remodels, Oklahoma City, OK (4 Concurrent), \$4M
- Beaver Water Administration, Lowell, AR, \$4.5M
- FedEx Ground, Lowell, AR, \$1.4M

PROJECT ASSIGNMENT

Pre-Construction Manager

YEARS OF EXPERIENCE

10 Years

EDUCATION

Bachelor of Science
Construction Science
Kansas State University

CERTIFICATIONS

Construction Quality Management
Certified by U.S. Army Corp. of Engineers

Green Advantage Contractor -
Certified

ACI Field Technician Certification

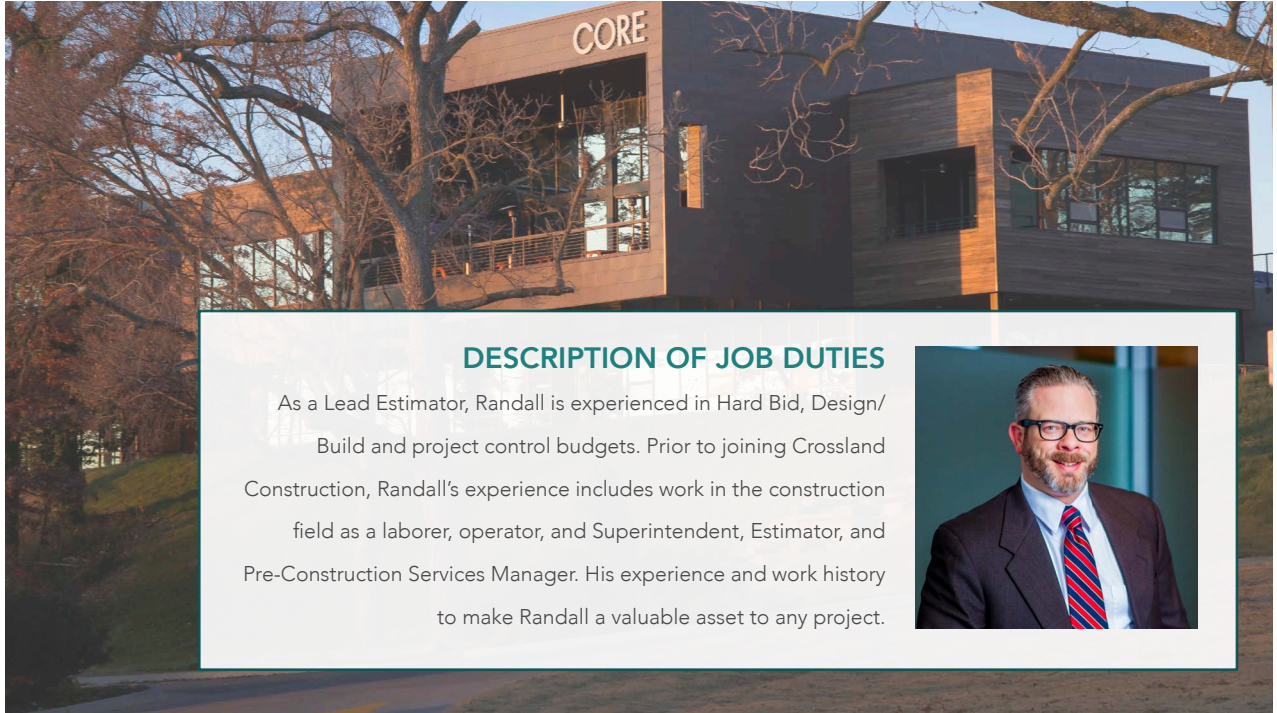
OSHA 30 hour

LEED Green Associate-Certified



PROJECT TEAM

An overview of the project team's qualification's and experience.



DESCRIPTION OF JOB DUTIES

As a Lead Estimator, Randall is experienced in Hard Bid, Design/Build and project control budgets. Prior to joining Crossland Construction, Randall's experience includes work in the construction field as a laborer, operator, and Superintendent, Estimator, and Pre-Construction Services Manager. His experience and work history to make Randall a valuable asset to any project.



RANDALL RUSSELL

LEAD ESTIMATOR

PROJECT EXPERIENCE (Partial List)

- Hunt Tower, Rogers, AR (LEED Certified), \$33M
- Walmart Home Office Renovations, Various Projects, Fayetteville, AR \$15M
- Woodside Village, Kansas City, MO, \$53 M
- Springdale High School Addition and Renovations, \$15.5 M
- Baxter Springs Schools, Baxter Springs, KS \$10M
- Lowe and Campbell Office Building Renovation, Kansas City, MO, \$7M
- Siloam Springs Middle School Renovations, Siloam Springs, AR, \$7M
- Southland Casino Renovation, West Memphis, AR, \$7M
- Washington Regional Medical Center Addition and Renovation, \$48 M*
- Garland Avenue Parking Garage and Retail Center, University of Arkansas, Fayetteville, AR \$26M*
- Mountain Home Elementary, \$17M*
- University of Arkansas Bookstore, \$15M*
- Sonora Elementary, \$14M*
- Washington Regional Senior Center, \$13M*
- Pea Ridge Middle School, \$9M*
- Toyota of Northwest Arkansas, \$8M*

PROJECT ASSIGNMENT

Lead Estimator

YEARS OF EXPERIENCE

18 Years

EDUCATION

Bachelor of Science
Construction Management
Oklahoma State University

CERTIFICATIONS

OSHA 30 Hour

Certified Professional Estimator
(Certified by the American Society
of Professional Estimators)



An overview of the professional services offered for the Fayetteville Public Library Expansion Project.

STATE OF ARKANSAS PROCUREMENT LAWS

Crossland has been an active member of the Arkansas construction industry for decades and considers it an honor to be a top-performer in the Natural State. Over the years our firm has established itself as a leader that operates on a solid foundation of our core values - trust, responsibility, integrity and passion - and we are determined to remain in full compliance with all state laws and codes. Your project team is acutely apprised to all applicable State of Arkansas Procurement Laws, and is prepared to meet all obligations and standards associated with them.

ESTIMATING & GMP CONSTRUCTION

»»»» CONCEPTUAL ESTIMATE

Crossland has a long history of providing accurate and efficient estimating and budgeting services. Under a Construction Manager at Risk project delivery method, our budgeting process begins with the development of a conceptual estimate. The conceptual estimate can be developed with minimal information, such as program goals and building square footage. We have an extensive cost database of educational facilities, which we manage with our Modelogix software. This software allows us to sort cost histories and apply those costs to your project type and size to accurately establish preliminary budget expectations. Upon establishing realistic budget expectations for your project, we will further develop a conceptual estimate based on the specific size, location, and use of the project.

A detailed conceptual estimate will include information such as an itemized breakdown of all direct construction costs, expected quantities of all work items, preliminary specification expectations, preliminary general condition and fee costs, and a detailed list of scope assumptions. The conceptual estimate is the basis on which all other estimates are based. We pride ourselves on the accuracy of our budget development, and have a proven record of our conceptual estimates being within 3% of the final GMP.

»»»» DESIGN DEVELOPMENT

Crossland does not sit on the sidelines during the Design Phase as your project's design is being developed. Our team takes pride in working synergistically alongside the design team to ensure that project costs are aligned with the conceptual estimate. Each aspect of the project, including material selection, construction installation means and methods, product lead times, and market conditions, is thoroughly discussed and the estimate is updated in real time. As the need arises, we will consult with local subcontractors and suppliers to get opinions of probable cost on any unique items or materials the design is proposing. With real time updates to the estimate, we can deliver a Design Development Estimate at the time the design team delivers the Design Development documents. The result of this type of engagement with the design team is the elimination of a pause in design work in order for a Design Development budget to be established.

»»»» 50% CONSTRUCTION DOCUMENTS

As construction document production begins, our team remains fully engaged with the design team, vetting very specific details, analyzing the sequence of construction, investigating availability and lead times of products proposed by the design team, and performing constructability reviews of each aspect of the project, and providing feedback as to how these affect the estimate and the schedule. >>>



An overview of the professional services offered for the Fayetteville Public Library Expansion Project.

ESTIMATING & GMP CONSTRUCTION (CONT'D)

»»»» 50% CONSTRUCTION DOCUMENTS (CONT'D)

More subcontractor and supplier involvement will be seen during this phase of the design to provide input on system-to-system interaction and how those interactions affect the constructability of the project. At the completion of the 50% Construction Documents, our goal is to provide confirmation of the Design Development Estimate and provide a clear path to the completion of a design that provides a clear and concise direction. This ensures that field personnel can construct the project with little or no constructability issues.

»»»» FINAL ESTIMATE / GUARANTEED MAXIMUM PRICE

Due to our continual involvement during the Design Phase, we go into final pricing with a high level of confidence of the estimate, and often establish a Guaranteed Maximum Price prior to completion of construction documents. At the completion of the design, we will issue the plans and specifications, as well as detailed bid packages for each scope of work, to our vast network of subcontractors and suppliers to procure firm and guaranteed quotes for every aspect of the project. By using the Construction Manager at Risk delivery method, we are able to thoroughly vet and scope all bids, obtain commitments from material suppliers to hold prices for items purchased in the later portion of the schedule, develop a detailed breakdown of all material and labor costs and how they correlate to the previously established estimate, and present to you a complete final estimate that is within the budget established for your project.

BID PACKAGE DEVELOPMENT

Crossland Construction understands the importance developing accurate bid packages in the procurement of trade contractor and supplier contracts. Our bid packages are essentially a portfolio of all the documents need to take part in the project. Potential bidders will be given a description of skills and qualification requirements needed to complete the project on and time and on budget and meet our quality requirements.

»»»» OUR BID PACKAGES INCLUDE (AT MINIMUM):

- Design documents
- Detailed specifications
- Synopsis of the project
- Timelines for project completion
- Project background information (if applicable)
- A detailed scope of work required for each trade

Unique bid packages are developed for each project. We customize bid packages to reflect requirements due to project location, complexity, schedule requirements, and current construction economy. In some cases, we may offer the option to combine bid packages, particularly when an economy of scale savings can be realized. The option to bid a partial bid package can also be effective, especially when the project requirements are very unique and limited to a small number of skilled craftsmen. The ability to submit partial bid packages also encourages small, local firms within a community to participate in a project. This flexible approach will ensure the most cost effective procurement process for the project and offer the owner the greatest overall value.



BID DAY SUBMITTAL COLLECTION

Bid Day is an important day for any project, and requires proper communication, planning and transparency from all parties.

Bids are submitted to Crossland on a predetermined date and time, and at a location agreed upon by the entire Project Team. All members of the team are encouraged to attend Bid Day events. Once bids are received, we confirm the financial capacity and insurance compliance of all bidders, then review their bids against each bid package to ensure they are complete,

Once subcontractor and supplier bids have been confirmed to be complete and each company's ability to complete the project has been confirmed, Crossland will make recommendations to the entire project team for review. The 'open book' nature of this process ensures each team member is given the opportunity to offer input in the subcontractor and supplier selection process.

CHANGE ORDER MANAGEMENT

A change order or variation request identifies a possible change in scope from what is documented in the project contract. Crossland Construction will succinctly state the extent and implications of any change in design or scope of work. This provides a clear baseline for the ensuing discussions between all project team members. Within the collaborative culture of the project, any participating organization that identifies a change in the contracted scope of works is expected to report that change and provide evidence to support it.

»»»» COMMON SOURCES OF CHANGE ORDER GENERATION INCLUDE:

DESIGN MODIFICATIONS: Involves revisions to the contract documents. These changes are usually initiated by the owner or the owner's representative. Design modifications generally the primary cause of change orders on projects

CHANGED CONDITIONS: This change reflects the actual physical conditions that were encountered that were unforeseen and materially different from the conditions that were identified in the contract documents.

ADDITIONAL/REDUCED SCOPE OF WORK: At the owner's discretion, the contract scope of may be expanded as a result of enhancements to the design or reduced because of budget considerations and value engineering.

OWNER-DIRECTED SCHEDULE ACCELERATION OR SLOWDOWN: Based on the owner's directive to modify the contractor's planned performance on a project which may cause additional costs to be incurred as a result of acceleration or delay requirements.

A Change Order represents the mutual consensus between the parties on a change to the work, the price, the schedule, or some other term of the contract. For a project to be successful, it is important for project management to be committed to processing change order requests in an attentive and unbiased manner. It is beneficial for a project to have an established change order process with a defined set of procedures that is best suited to the requirements of a project.



An overview of the professional services offered for the Fayetteville Public Library Expansion Project.

SCHEDULING

At Crossland Construction Company, we pride ourselves on our ability to provide an accurate, realistic, and achievable project schedule that incorporates all Pre-Construction activities, as well as construction activities.

PRE-CONSTRUCTION PHASE

Scheduling the Pre-Construction phase of the project is critical and requires a team effort between the Owner, design professionals, and the Construction Manager. A successful collaborative effort will ensure the construction phase of the project begins on time.

»»»» THE PRE-CONSTRUCTION SCHEDULE WILL PROVIDE:

- Design durations and milestones
- Durations for local government approval processes
- Milestones for Owner decisions, such as product colors
- Estimating durations and milestones for update submissions
- Milestones for ordering long lead time products

CONSTRUCTION PHASE

Our project management team will utilize our extensive educational facility construction experience and understanding of proper sequencing of construction activities to produce accurate and realistic schedule expectations. Our extensive history of self-performing work gives our team a unique knowledge and insight of all schedule requirements.

»»»» TASKS AND GUIDELINES USED IN SCHEDULE CREATION & MAINTENANCE:

- Schedule all submittal and approval tasks
- Structure the schedule by phase
- Milestones, such as notice to proceed, rebar delivery, slab completions, steel delivery date, building dry-in, HVAC start-up, etc....
- Update the schedule every 15 days
- Review the schedule with subcontractors weekly
- Report to the team any schedule impact occurrence

SCHEDULE ADHERENCE

Creating and maintaining strong schedules is something that Crossland takes very seriously. Schedule development initiates in the Pre-Construction Phase by Crossland's industry leading Pre-Construction Management Team. As the Construction Phase approaches the Pre-Construction Team partners with the Construction Team and ensure that the schedule milestones and demands are thoroughly communicated. > > >



An overview of the professional services offered for the Fayetteville Public Library Expansion Project.

SCHEDULE ADHERENCE (CONT'D)

During the Construction Phase your project's schedule is constantly monitored by your Project Manager and Superintendent. Your Superintendent will create a "three week look ahead" schedule for the entire Project Team - Owner, Architects, Engineers, Subcontractors, etc - to ensure schedule expectations are thoroughly communicated. These schedules, along with other objectives, will be discussed at weekly progress meetings with the entire project team. Minutes of these meetings will be issued weekly to all parties to ensure everyone keeps an eye on the project and schedule at all times. Any changes to this schedule will be discussed with the owner and other project team members regularly to encourage project efficiency and collective team synergy.

COST CONTROL

There are a number of reasons why controlling costs is a major part of Crossland's overall success. Crossland has more than three decades of construction experience. Experience is the key to controlling project costs and, because of our past experience, we know how much things should cost, how much time is needed for construction tasks, how much manpower is needed to complete jobs efficiently, how to prepare schedules, how to run quality-control tests so there are no cost overruns, and how to deal with unexpected glitches.

We have a number of experienced Estimators on staff. Along with the Estimators, the Pre-Construction Manager assigned to this project will be responsible for the project's budget. Crossland performs a large amount of work in the area. Therefore, our team has a good feel for market conditions and for the specific costs of materials, labor, permits, etc.

Should Owner-initiated changes or unforeseen circumstances arise, there are a number of ways to handle such situations without incurring burdensome extra costs. We will work with the team to deliver the project within the budget.

The first thing we do when analyzing the cost of change is to study the work schedule. Our solution to any change, whether due to specification requirements, delays, weather, materials, or Owner requests, is to decide whether accommodating the change will seriously affect the work schedule (if it will slow things down.) Then, we decide as a team the best way to handle the change.

COORDINATION

»»»» BIDDING SELF-PERFORMED WORK

All scopes of work (Trade Contracts) will be publicly bid. If Crossland Construction chooses to pursue a specific scope of work as a Trade Contractor, our firm will adhere to the same guidelines and requirements as outlined by the bid packages stipulated to all bidders. This ensures a competitive and equal bidding opportunity for all parties. All overhead costs and fees would be included in the bids submitted by Crossland for self-performed work. There would be no additional charge to the Owner. Our sealed bid would be submitted, in the same manner as all other subcontractors and suppliers,

»»»» DEMOLITION

Crossland has the in-house capabilities necessary to manage demolition efforts. From small scale work such as removing unwanted finishes while protecting adjacent existing construction, to complete roof to foundation demolition, our team knows what it takes to prepare existing conditions for proposed modifications.



An overview of the professional services offered for the Fayetteville Public Library Expansion Project.

COORDINATION (CONT'D)

»»»» SELF-PERFORMED WORK

All scopes of work (Trade Contracts) will be publicly bid. If Crossland Construction chooses to pursue a specific scope of work as a Trade Contractor, our firm will adhere to the same guidelines and requirements as outlined by the bid packages stipulated to all bidders. This ensures a competitive and equal bidding opportunity for all parties. All overhead costs and fees would be included in the bids submitted by Crossland for self-performed work. There would be no additional charge to the Owner. Our sealed bid would be submitted, in the same manner as all other subcontractors and suppliers,

»»»» QUALITY CONTROL

We bring a highly trained and committed staff that applies quality control measures to each project to ensure oversight to all aspects of the project. A few of the aspects of our Quality Control Program include:

- Pre and Post Install Meetings ensure that all parties know and understand their responsibilities before a task is started and quality checks after the task is completed
- Subcontractors are required per our Subcontract Agreement to install quality work that meets the plans and specifications. Steps to correct deficient work is at the Subcontractor's expense
- Storm water Best Managed Practices (BMPs) installed prior to the start of construction and maintained throughout construction
- Software Implementation (Bluebeam)
- 3rd Party Testing reports will be shared with the design team and Owner
- Material storage and maintenance – ensure no material is damaged by weather
- Daily inspections by Superintendent
- Diligent housekeeping
- Bi-weekly Owner-Architect-Contractor Meetings

»»»» SITE SECURITY

All construction projects require security measures to protect property and the general public. Your project's security measures will include:

- Site perimeter fence with controlled access through all gates
- Security Camera Monitoring
- Coordinated and well defined traffic control

»»»» SITE COORDINATION

Site coordination is essentially applying effective communication to the entire team of construction activities. A highly coordinated site will be efficient, safe, and cost effective. A few ways we coordinate with the team are:

- Pre-Construction Meeting
- Pre-installation (Project Requirements Review) meetings with the subcontractors
- OAC Meetings
- Weekly Subcontractor Coordination Meetings
- Daily communication between office and field personnel

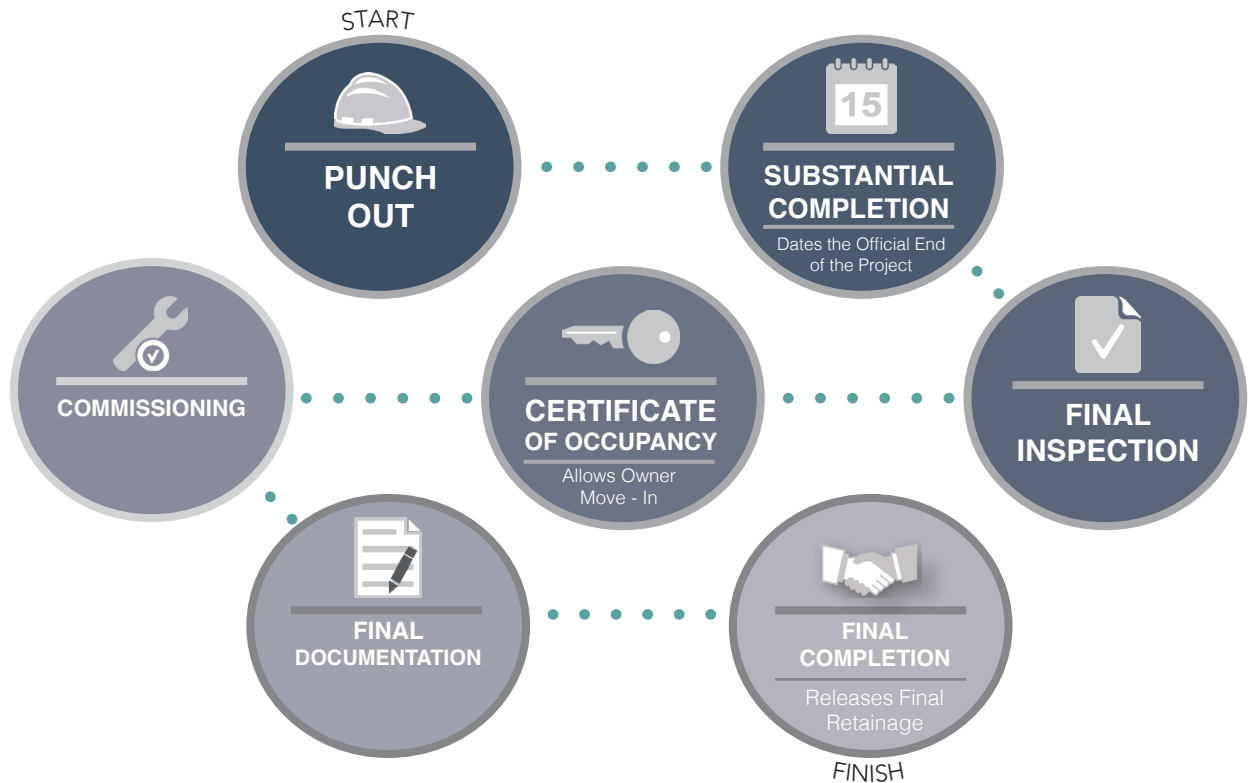


PROFESSIONAL SERVICES

An overview of the professional services offered for the Fayetteville Public Library Expansion Project.

CLOSE-OUT & WARRANTY PROCESS

Close-Out is the final step in the construction process, and is the stage during which all loose ends are resolved as the construction team readies the facility for occupancy. The Construction Management team will complete the following list of final standard procedures:



Once the Close-Out process is complete, all the warranties, warranty books, and manuals are presented to the Architect who then presents them to the Owner.

At Close-Out, Crossland Provides the Following:

- Project Directory
- Lien Waivers
- Warranties
 - General Contractor's Statement of Warranty
 - Manufacturer's Warranties
 - One Year Materials & Workmanship From Each Subcontractor
 - Special Requested Warranties
- Certifications and Documentation From Project
- Project Record Documents
 - Approved Submittals for Each Scope of Work
 - As-Built Drawings
 - As-Built Specifications
- Operator and Maintenance Manuals
 - O&M for Plumbing, HVAC, Electric, & Misc. Equipment and Systems
- Spare Parts and Maintenance Products





RELEVANT EXPERIENCE

A selection of similar, recent projects for your review.



FAYETTEVILLE PUBLIC LIBRARY

Crossland Construction was proud serve as General Contractor for the Fayetteville Public Library. It is the first "Leadership in Energy and Environment Design" project in the state of Arkansas. As the general contractor, Crossland worked closely with the Project Team to implement new ways to recycle materials during the construction phases.

The Fayetteville Public Library is another example of working to meet the challenges of tomorrow through the innovative ideas of today.

CLIENT: City of Fayetteville

LOCATION: Fayetteville, AR

SIZE: 88,000 SF

COST: \$19.55M

DELIVERY METHOD:
General Contractor

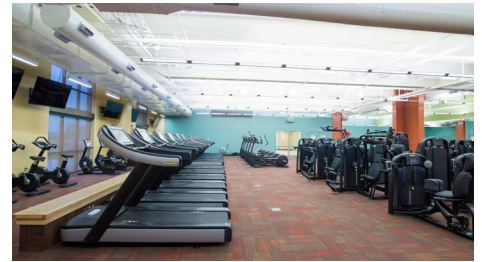
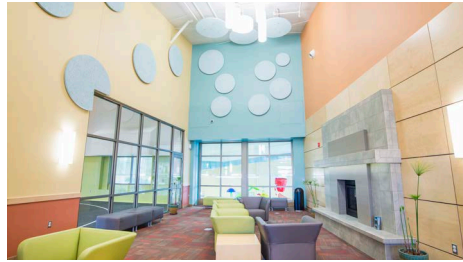
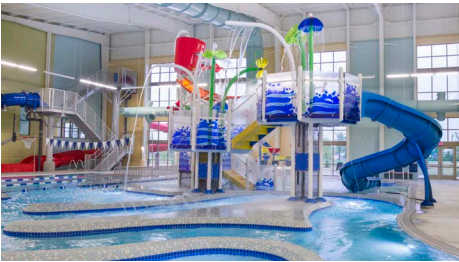
QUICK FACTS:
First LEED Project in the State of Arkansas!

Client Contact:
Fayetteville Public Library
Louise Schaper
401 W Mountain Street
Fayetteville, AR 72701
T: 479-571-2222

Architect Contact:
Amirmoez-Foster-
Hailey-Johnson
Jim Foster
100 W Center
Fayetteville, AR 72701
T: 479-631-2673



A selection of similar, recent projects for your review.



BENTONVILLE COMMUNITY CENTER

Crossland Construction Company was awarded the \$15 million contract for the Bentonville Community Center. Crews got right to work saving the city money, and opted for a pre-engineered metal building structure, to the savings tune of \$1.2 million. Two structures conjoined by a single wall provide the bones of the building; there is a standing seam metal roof. The building's exterior is covered in brick, stone, and architectural metal panels.

Community Center features include an enclosed aquatics structure that can accommodate high levels of humidity. Features include a zero-depth entry family leisure pool, water slides, an adventure river, play structures, and three lap-swim lanes. The 25 x 25 yard competitive pool features eight lanes and three diving boards, and is scheduled to host swim meets for a variety of organizations. Additional facility amenities include a basketball court with a running track, a large, cardio/resistance area, a free weight area, a spacious aerobic/dance studio, and a gymnasium; the gymnasium can be used for pick-up basketball games, volleyball matches, tournaments, or other activities. Classrooms, a stage, and an arts and crafts area are also part of the Center's design, as are a library, an open lounge area, and a private adult lounge for meetings. Educational classes made available to the community will be held in those rooms. A catering kitchen can accommodate functions, such as weddings or meetings.

Crossland is also the Construction Manager for Phase II of this project. We are honored to be a part of this community's development.

CLIENT: City of Bentonville

LOCATION: Bentonville, AR

SIZE: 80,000 SF

COST: \$15M

DELIVERY METHOD:
Construction Manager

QUICK FACTS:

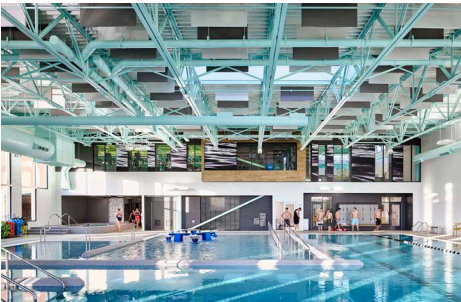
Structural Steel, Masonry, Multi-level.
Included fitness center and indoor water park.

Client Contact:
City of Bentonville
David Wright
305 SW A St
Bentonville, AR 72712
T: 479-271-3126

Architect Contact:
Barker Rinker Seacat
Architecture
Katie Barnes
3457 Ringsby Ct
Denver, CO 80216
T: 303-455-7457



A selection of similar, recent projects for your review.



EXCELSIOR SPRINGS COMMUNITY CENTER

Crossland Construction Company was awarded the \$15.3 million contract for the Excelsior Springs Community Center in Excelsior Springs, Missouri. This two story building has seven different floor elevations, an indoor pool, and an open structure/painting scheme. The exterior consists of brick, cast stone, and metal panels. Visitors will find a water feature at the entrance, in addition to colored accent concrete. A ramp at the center of the structure connects all of the various slab elevations; each designated area is painted a different color from the others. Those areas include the indoor pool, locker rooms, an elevated track, basketball and volleyball courts, a racquetball court, an aerobics area, a fitness area, community rooms, a child watch center, and party rooms.

Mother Nature dealt an extremely wet spring and summer, and a wet, cold winter, resulting in 60 documented weather days. However, true to form, Crossland teams stepped up their game and completed the project on budget, just three weeks past the original completion date. Our crews self-performed earthwork, concrete, and steel work.

CLIENT: City of Excelsior Springs

LOCATION: Excelsior Springs, MO

SIZE: 49,000 SF

COST: \$15.3M

DELIVERY METHOD:
General Contractor - Hard Bid

QUICK FACTS:

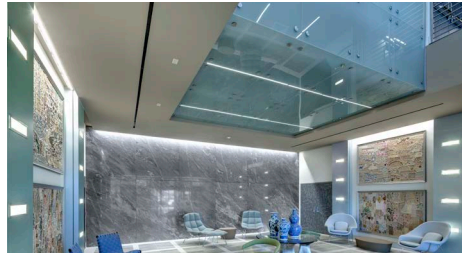
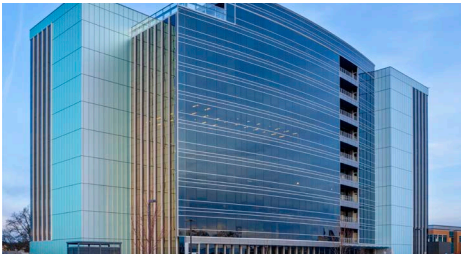
Indoor pool, track, basketball and racquetball courts. Two story facility with seven unique floor elevations.

Client Contact:
City of Excelsior Springs
Dave Haugland
201 E Broadway
Excelsior Springs, MO 64025

Architect Contact:
SFS Architecture
Brian Garvey
1150 Grand Blvd, Ste 400
Kansas City, MO 64106
T: 816.474.1397



A selection of similar, recent projects for your review.



HUNT TOWER

The honored recipient of a 2016 American Builders and Contractors Excellence in Construction award, the Hunt Tower project in Rogers, Arkansas is a sight to behold. Located in the heart of Pinnacle Hills, and with the Arkansas Music Pavilion located in its background, the impressive structure is the tallest building in Benton County, forever changing the Rogers skyline. With 263,000 square feet of space and a contract value of \$32 million, Hunt Tower required four steel crews, a stud welding crew, two cranes, three concrete crews, two labor crews, and 40 employees to complete.

This project's success was rooted in outstanding supervisory teams and, as with every project, Crossland's unique ability to self-perform various aspects of the jobs we complete. Not only did that self-performance drive the schedule, it also kept quality control in check. The combination of these efforts kept driving the project forward. It was imperative to the Owner that the tower be completed on time.

True to form, Crossland delivered right on schedule.

CLIENT: Pinnacle Heights II LLC

LOCATION: Rogers, AR

SIZE: 263,000 SF

COST: \$32.0M

DELIVERY METHOD:
Negotiated

QUICK FACTS:

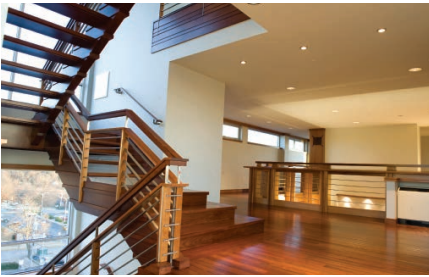
Original project scope included a 9 story building. A 10th story was added, making it the tallest in Rogers.

Client Contact:
Pinnacle Heights II, LLC
John George
3333 Pinnacle Hills Pkwy, Ste 600
Rogers, AR 72758
T: 479-845-3333

Architect Contact:
Core Architects
Dust Graham
1800 S. 52nd St, Ste 400
Rogers, AR 72758
T: 479-631-2673



A selection of similar, recent projects for your review.



"As we near the end of our project we are very pleased that we chose Crossland to build for us. Crossland personnel have been extremely cooperative and patient in reacting to our concerns along the way. We especially enjoyed interacting with Gene Dresel...always cooperative and helpful. The Crossland workers were quite friendly and seemed to enjoy their work. We enjoyed them! Chris Bradley continues to be helpful in completing the job... Kudos to the subs as well."

Ed Bradberry
Owner, Five West Mountain

FIVE WEST MOUNTAIN

This project is located on the Fayetteville, Arkansas Downtown Plaza. The 10,700 square foot, seven-story building houses office and parking space, as well as a residential space for the owner, Ed Bradberry.

The exterior of the building was designed to compliment the surrounding Fayetteville architecture, and is composed of brick, dryvitt, and metal panel finishes. The building gradually cascades down three levels with the use of terraces to better blend with the cityscape.

The ground level and the first floor offer office space available for leasing. The fourth through seventh floors will be a residential area for the owner. Natural lighting and mezzanines overlook the living area, with spiral staircases and beautiful views overlooking the Boston Mountains. The seventh floor hosts a penthouse and a rooftop garden with finished space for guests.

CLIENT: Five West Mountain, LLC

LOCATION: Fayetteville, AR

SIZE: 10,700 SF

COST: \$2.4M

DELIVERY METHOD:
Construction Management

QUICK FACTS:

This project is in close proximity to Fayetteville's existing library and Crossland teams self-performed a wide range of trades associated with the project.

Client Contact:
Five West Mountain, LLC
Ed Bradberry
Fayetteville, AR 72701
T: 479-587-9306

Architect Contact:
Amirmoez, Foster, Hailey & Johnson
Laleh Amirmoez
PO Box 810
Fayetteville, AR 72701
T: 913-317-6772



SURETY INFORMATION

A letter from our Surety, IMA, CORP. for your review.



June 19, 2017

City of Fayetteville, Arkansas
Fayetteville City Hall, City Administration Building
Purchasing Room 306
113 W. Mountain Street
Fayetteville, AR 72701
Attn: Les McGaugh

Project: Fayetteville Public Library Remodel & Expansion

Re: Crossland Construction Company, Inc.

Dear Mr. McGaugh,

Our agency manages the surety bond program for Crossland Construction Company, Inc. and we have been asked to write this letter to you on their behalf. For more than 30 years our management team has known and worked with the principals and staff of Crossland Construction. Throughout these years we have always held Crossland in the highest of regard. Crossland has an outstanding reputation as a company and individuals of high integrity; they consistently demonstrate their vast knowledge of the construction industry and complete quality projects for the benefit of project owners in a timely and cost-effective manner.

Surety bonds for Crossland are underwritten by Zurich American Insurance Company and Federal Insurance Company (a company of the Chubb Group of Insurance Companies). Bonds are typically written by Fidelity and Deposit Company of Maryland (a company of Zurich American Insurance Company) and Federal Insurance Company. Zurich American and Fidelity and Deposit Company of Maryland maintain "A+", "XV" ratings by the A.M. Best Company and a combined U.S. Treasury listing exceeding \$720,000,000. Federal Insurance Company maintains "A++", "XV" rating by A.M. Best Company and has a U.S. Treasury listing exceeding \$1,180,000,000.

Zurich American Insurance Company and Federal Insurance Company would consider approval of surety bonds for Crossland on individual jobs of \$300 million and an aggregate cost-to-complete program of \$1.5 billion. While these values are what have been discussed, the sureties may positively consider larger projects or program on a project-by-project basis.

Crossland's surety partners are favorable to executing performance and payment bonds upon acceptable review of any and all contract terms, bond forms and financing for any project as well as other pertinent underwriting information that may be deemed necessary at the time of any request for surety bonds. The arrangement for performance and payment bonds is a matter between Crossland and their sureties; neither the sureties, IMA, Inc. or Crossland assume any liability to you or any third parties if for any reason bonds are not written.

We are proud to recommend Crossland Construction Company, Inc. to you. If you should have any questions, or require additional information, please contact our office.

Sincerely,

Monica F. Donatelli
Surety Manager

Risk Management, Insurance,
Surety and Employee Benefits

Dallas | Denver | Kansas City | Wichita

www.imacorp.com

Protecting Assets. Making a Difference.SM
IMA, Inc. dba IMA Insurance Services, CA Lic #0H64724

IMA, Inc.
51 Corporate Woods
9393 W. 110th Street, Suite 600
Overland Park, KS 66210
Phone: 913-982-3650
Fax: 913-982-3495



CERTIFICATE OF INSURANCE

A Certificate of Liability Insurance for your review.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/19/2017

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

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

PRODUCER CA#0H64724 IMA, Inc. (NE Kansas Division) 51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210 INSURED Crossland Construction Company, Inc. PO Box 45 833 S. East Avenue Columbus, KS 66725	1-913-982-3650 CONTACT NAME: Jeanne Kell PHONE (A/C, No, Ext): 913-982-3650 FAX (A/C, No): 913-982-3495 E-MAIL ADDRESS: jeanne.kell@imacorp.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: TRAVELERS PROP CAS CO OF AMER	NAIC # 25674
INSURER B: TRAVELERS PROPERTY CASUALTY COMPANY OF	25674
INSURER C: XL SPECIALTY INS CO	37885
INSURER D: TRAVELERS INDEMNITY COMPANY OF AMERICA	25666
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 50129001

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☒ LOC OTHER:			VTC2JCO131J8553TIL17	04/30/17	04/30/18	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			VTJCAP131J8565TIL17	04/30/17	04/30/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 10,000			US00067013LI17A	04/30/17	04/30/18	EACH OCCURRENCE \$ 26,000,000 AGGREGATE \$ 26,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	VTC2HUB2144M42717	04/30/17	04/30/18	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Insurance Qualification for Fayetteville Public Library Remodel & Expansion. Additional coverages are available at the request of Crossland Construction Company, Inc.

CERTIFICATE HOLDER

CANCELLATION

City of Fayetteville Arkansas Purchasing Agent Les McGaugh 113 West Mountain Street Fayetteville, AR 72701 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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ACORD 25 (2014/01)
jkell
50129001

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CERTIFICATE OF INSURANCE

A Certificate of Liability Insurance for your review.

SUPPLEMENT TO CERTIFICATE OF INSURANCE		DATE 06/19/2017
NAME OF INSURED: Crossland Construction Company, Inc.		
The WC, GL, BAU Insurers will provide 30 Days written Notice of Cancellation or Non-Renewal to the Certificate Holder for reasons other than non-payment of premium if required by written contract or agreement when a Certificate of Insurance is on file with carrier, subject to policy terms and conditions.		

SUPP (10/00)



FAYETTEVILLE PUBLIC LIBRARY

RESOLUTION

RESOLVED, that this Board of Trustees by recorded vote on August 22, 2017 does hereby authorize Hershey Garner, Board of Trustees President and Rob Qualls, Board of Trustees Secretary to sign the construction manager agreement between the City of Fayetteville, Crossland Construction Company, Inc. and Fayetteville Public Library for services necessary for the expansion and renovation of the existing Blair Library.

A handwritten signature in dark ink, appearing to read "H. Garner", written over a horizontal line.

Hershey Garner, President
Fayetteville Public Library Board of Trustees

A handwritten date "22 Aug 2017" in dark ink, written over a horizontal line.

Date

A handwritten signature in dark ink, appearing to read "Rob Qualls", written over a horizontal line.

Rob Qualls, Secretary
Fayetteville Public Library Board of Trustees

A handwritten date "22 Aug 2017" in dark ink, written over a horizontal line.

Date



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0483

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Resolution

Agenda Number: C. 2

APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER SARAH MARSH AND TO DENY THE FAYETTEVILLE HOUSING AUTHORITY'S APPLICATION FOR A LARGE SCALE DEVELOPMENT

WHEREAS, the Fayetteville Planning Commission approved LSD 17-5775 for Morgan Manor Apartments on August 14, 2017; and

WHEREAS, City Council Member Sarah Marsh timely appealed this approval by her letter to City Clerk Sondra Smith on August 28, 2017.

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

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby determines that the Large Scale Development 17-5775 sought by the Fayetteville Housing Authority for Morgan Manor Apartments is denied as in violation of § 166.02 (C)(2)(a) of the Unified Development Code as explained by the City Council in its meeting.

August 28, 2017
City Clerk Sondra Smith
City Administration Building
113 W. Mountain St.
Fayetteville, AR 72701

Re: Appeal of the approval of LSDS 17-5775: Large Scale Development (324 E 24th PLACE/MORGAN MANOR APTS. ADDITION, 563).

Dear Sondra:

I appeal the Planning Commission's approval of LSDS 17-5775: Large Scale Development (324 E 24th PLACE/MORGAN MANOR APTS. ADDITION, 563). I am appealing because this development might be in violation of § 166.02 (C)(2)(a).

I am making this appeal at the request of citizen, Melissa Terry, 701 S Wood Ave, Fayetteville, AR 72701.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Sarah Marsh', with a long horizontal flourish extending to the right.

Sarah Marsh, bARCH, LEED AP BD+C
City Council Member, Ward 1, Position 2
City of Fayetteville, Arkansas



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council

CC: **Don Marr**, Chief of Staff
Andrew Garner, Planning Director

FROM: **Kit Williams**, City Attorney

DATE: **August 29, 2017**

RE: **City Council Member Appeal of Planning Commission's Approval
of Morgan Manor Large Scale Development**

On August 14, 2017, after substantial public comment in this and previous meetings, the Planning Commission approved the Large Scale Development proposed by the Fayetteville Housing Authority relating to Morgan Manor. City Council Member Sarah Marsh appealed this decision on behalf of Fayetteville resident Melissa Terry on August 28, 2017.

When a Large Scale Development is appealed to the City Council, the City Council Members are in the exact position as Planning Commissioners. The decision to grant or deny a Large Scale Development is an administrative decision. It is not a legislative decision in which City Council Members have some discretion and will be accorded deference by the Courts. Rather the City Council (like the Planning Commission) can only determine whether the Large Scale Development meets the minimum standards imposed by the Unified Development Code. I must give you the identical legal advice I provided to the Planning Commission in my August 4, 2017 memo:



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council
Planning Commission

CC: **Don Marr**, Chief of Staff
Paul Becker, Chief Financial Officer
Andrew Garner, City Planning Director

FROM: **Kit Williams**, City Attorney

DATE: **August 4, 2017**

RE: **Large Scale Development for Additional Multi-Family Project at Morgan Manor**

On June 22, 2017, I provided you my memo concerning the Large Scale Development at Morgan Manor proposed by the Fayetteville Housing Authority. I stated in this memo:

"I am certainly not an expert on these HUD regulations and requirements, but I am concerned enough to request that the Planning Commission table this proposed Large Scale Development as we continue our research and analysis."

I thank the Planning Commission for its tabling of the LSD while I sought information from the Fayetteville Housing Authority and advice from HUD. It took about a month for HUD to respond to my letter concerning the legality of the Fayetteville Housing Authority's planned sale of the Willow Heights project after completion of the expansion of the Morgan Manor project.

Attached is a scanned letter from Field Office Director Wanda C. Merritt of the Little Rock Field Office, Region IV of HUD that my office received this morning. Although it does not directly answer my letter's question about the requirements for the sale of the Willow Heights property, I believe that it is clear that the proposed Morgan Manor expansion Large Scale Development is not now in violation of "a city ordinance, a state statute, or a federal statute." § 166.02(a)(2)(a)(iii). Therefore, despite any misgivings you might have about the wisdom of the Fayetteville Housing Authority's decision of the "Transfer of Assistance" from Willow Heights to Morgan Manor to enable

the construction proposed by its LSD, the Planning Commission may only consider whether any of the six factors listed in § 166.02(a) justify rejection of the LSD.

The Planning Department has informed you that the Fayetteville Housing Authority's proposed Large Scale Development meets all the minimum standards imposed by the Unified Development Code including not creating or compounding a dangerous traffic condition.

The Arkansas Supreme Court has clearly held:

"When a subdivision ordinance specifies minimum standards to which a preliminary plat must conform, it is arbitrary as a matter of law to deny approval of a plat that meets those standards." Richardson v. City of Little Rock Planning Commission, 295 Ark. 189, 747 S.W. 2d 116, 117 (1988).

The wisdom of the proposed development is not a factor or consideration that the Planning Commission (or on appeal, the City Council) can legally consider. The property owner (in this case the Fayetteville Housing Authority) has the discretion to determine the advisability of its project. **The Planning Commission has no power or authority to question the property owner's rationale or reasons supporting its development decisions.**

From the HUD's letter dated August 1, 2017, it appears that the Fayetteville Housing Authority has properly followed HUD requirements to this point. Therefore, the Planning Commission must legally restrict its approval/rejection decision only upon the six factors found in § 166.02(a) which I have attached.



FPM

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Little Rock Field Office, Region VI
Office of the Field Office Director
425 West Capitol Avenue, Suite 1000
Little Rock, AR 72201
Phone (501) 918-5700 - Fax (501) 324-6142
www.hud.gov espanol.hud.gov

August 1, 2017

Mr. Kit Williams, Attorney
City of Fayetteville
113 W. Mountain St., Suite 302
Fayetteville, AR 72701

Dear Mr. Williams:

Thank you for your letter on July 3, 2017, in regards to the sale of the Fayetteville Housing Authority's Willow Heights property in Fayetteville, Arkansas.

According to the Department's Office of Recapitalization, under the Rental Assistance Demonstration program (RAD), a Public Housing Authority (PHA) may propose a "Transfer of Assistance (TOA)", per Section 1.4.A.12 of the RAD Notice. A PHA can only be approved for a TOA for good-cause, generally meaning that the project is physically obsolete. Indeed, the Fayetteville PHA has requested and received approval on May 17, 2017, for a TOA. Here is the narrative from their TOA request:

"The current units are located on a hillside site that would be cost-prohibitive to redevelop. There have been issues with foundations shifting and the need to construct retaining walls to maintain the current units. There is available land that the Housing Authority already owns that would accommodate reconstruction of the existing units. We propose to relocate the existing residents of the 40 public housing units at Willow Heights to new units to be constructed on vacant land adjacent to our existing Morgan Manor community. The new site at S. Wood Avenue and 12th Place is less than one mile from the existing site. The current site is on a hillside that would be cost-prohibitive to redevelop. There are current problems related to the slope of the property, including the need to install retaining walls. The residents will be relocated to brand new, energy efficient units with comparable access to employment and transportation. All of the existing residents at Willow Heights will be accommodated at the new location and will be able to move into a brand new apartment with modern, energy efficient amenities. The students will attend the same schools they currently attend and the site offers similar transportation and employment opportunities. The new site is less than one mile from the existing site."

The Office of Recapitalization has confirmed that the above explanation is consistent with the authority under the RAD Notice.

Some constituents have expressed concern about the possible sale of the land at a price that would provide a windfall to whomever is buying it. Section 1.4.A.12.b of the RAD Notice addresses the disposition of PHA property in the event of a TOA at closing. In that instance, the PHA must either sell or lease the property at closing for Fair Market Value to a third party and use the proceeds to support another RAD project or to support other affordable housing; or sell the land to be used for affordable housing. Also, if these sales do not occur within a year of closing, the PHA would have to go through the HUD Special Applications Center (located in Chicago) for future disposition, under 24 CFR Part 200.

The Willow Heights project received a "Commitment to Enter into a Housing Assistance Payment," or CHAP, on February 26, 2017, and is not expected to submit a financing plan until February 5, 2018. Therefore, it is still early in the pre-development stage. The PHA is prohibited from releasing this land on its own, and all sales would have to be approved by HUD. To date, HUD has not approved the sale of the Willow Heights project.

Thank you for your interest in the Department's policies and programs. Should you have further questions about this project, please contact Mr. Johnny Wooley, Director of Public Housing, at (501) 918-5750.

Sincerely,



Wanda C. Merritt
Field Office Director

Correspondence Code 6FMA	Originator	Concurrence	Concurrence	Concurrence
Name				
Date	8/1/17	8/1/17	8/1/17	

Yellow cc

Yellow

White

Blue

Green

KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY

Blake F. Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

Phone 479.575.8313
cityattorney@fayetteville-ar.gov



113 W. Mountain Street, Suite 302
Fayetteville, AR 72701-6083

July 3, 2017

Ms. Lavern Collier
Office of Public Housing
U.S. Department of Housing and Urban Development
425 West Capitol Avenue, Suite 900
Little Rock, AR 72201-3488

Re: Sale of Willow Heights Housing in Fayetteville, Arkansas

Dear Ms. Collier:

The City Administration has asked me to look into a question about the Fayetteville Housing Authority's possible sale of Willow Heights (5.32 acres with 40 townhouses/apartments) for about \$1,250,000.00 in order to help finance its proposed construction of new apartment buildings with about 58 total rental units including some market rate apartments at Morgan Manor. All forty of Willow Heights public housing units' tenants will be moved to Morgan Manor (if they so desire) by the Fayetteville Housing Authority. At that point, the HUD support for public housing or Section 8 housing will be transferred to Morgan Manor and HUD will be requested to remove any land title restrictions (or other regulatory requirements) on Willow Heights so that it can be sold without any need to comply with Section 18 of the Housing Act nor the Inventory Removal Application form (#2577-0075).

If the Fayetteville Housing Authority fully and successfully accomplishes all of the above tasks concerning the construction of the new apartments at Morgan Manor, the moving of all of the tenants to Morgan Manor and the transfer of HUD credits from Willow Heights to Morgan Manor, will HUD release all of its interest to and in Willow Heights and so allow the Fayetteville Housing Authority to sell Willow Heights to a

commercial buyer under whatever terms that are determined to be best by the Fayetteville Housing Authority?

I am no specialist in HUD regulations and statutes. If my question does not make sense or cannot be answered without further information, please call me at (479) 573-8313. Thank you so much for taking time to read this letter of inquiry and for making the effort to answer my question.

With kindest regards,

A handwritten signature in dark ink, appearing to read 'Kit Williams', is written over a horizontal line.

KIT WILLIAMS

Fayetteville City Attorney

cc: Mayor Jordan
Don Marr
Paul Becker

FAYETTEVILLE CODE OF ORDINANCES
TITLE XV UNIFIED DEVELOPMENT CODE

- (2) *Subdivision Committee and Planning Commission Approval.* The following applications shall be approved by the Subdivision Committee or Planning Commission, subject to the criteria listed below: Large scale development, preliminary plat and concurrent plat.
- (a) *Reasons For Denial.* The Subdivision Committee or Planning Commission may refuse to approve a large scale development, preliminary plat or concurrent plat for any of the following reasons:
- (i) The plat or development plan is not submitted in accordance with the requirements of this chapter.
 - (ii) The proposed development would violate a city ordinance, a state statute, or a federal statute.
 - (iii) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.
 - (iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
 - (v) City water and sewer is not readily available to the property within the large scale development, preliminary plat, or concurrent plat and the developer has made no provision for extending such service to the development.
 - (vi) The developer refused to comply with ordinance requirements or conditions of approval for on-site and off-site improvements.
- (D) *Plat Recordation or Construction Plan Approval.* After obtaining approval by the appropriate governing body, the applicant shall follow the procedures set forth below in order to record the plat or obtain construction plan approval.
- (1) *Property Line Adjustment, Lot Split, Final Plat, Concurrent Plat.* The applicant shall submit copies of the approved plats containing all required signatures to the Planning Division for final approval. The plats shall be recorded by the applicant and copies of the recorded plats provided to the Planning Division as required.
- (2) *Preliminary Plat, Large Scale Development and Large Site Improvement Plan.* Receipt of the approval authorizes the applicant to proceed with:
- (a) The preparation of plans, reports and specifications in accordance with City Engineering requirements including but not limited to:
- (i) Street plans, profiles and specification accompanied by soil analyses and design calculations;
 - (ii) Storm drainage plans, profiles and specifications accompanied by soil analyses and design calculations; and
 - (iii) Water and sewer plans, profiles and specifications, accompanied by design calculations, to be reviewed and approved by City Engineering.



CITY COUNCIL AGENDA MEMO

MEETING OF SEPTEMBER 19, 2017

TO: Mayor, Fayetteville City Council

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner

DATE: August 31, 2017

SUBJECT: **LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563):** Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

RECOMMENDATION:

The Planning Commission approved this proposed development as recommended by staff at the August 14th, 2017 Planning Commission meeting. Sarah Marsh has appealed this decision to City Council on behalf of a citizen.

BACKGROUND:

The subject property contains approximately 9.62 acres and is located on the west side of Wood Avenue and 12th and 13th Streets at the Fayetteville Housing Authority's (FHA) Morgan Manor housing complex. The parcel is zoned DG, Downtown General.

Proposal: The applicant is proposing a 58 unit, or 116 bedroom, addition to the existing housing complex with associated parking. Extensions of 13th and 12th streets (which are private drives/internal parking lot drives, not public right-of-way) are proposed with a connection onto Wood Avenue.

Public Comments: There has been a large volume of comment both for and against the proposed development. Public comment presented during the public meetings may be found in the meeting minutes (see Planning Commission minutes), with written comments attached to the Planning Commission staff report.

DISCUSSION:

At the June 12th, 2017 Planning Commission, discussion centered around the low-income status of the existing neighborhood and proposed new residents, traffic and pedestrian safety, and residential design standards. After a significant amount of public comment and discussion by the Planning Commission, the project was tabled by a vote of 7-0-0. The project was then tabled three more times in order to allow the City Attorney's office time to ensure the project did not violate

United States Department of Housing and Urban Development (HUD) regulations. The City Attorney confirmed that the project did not violate HUD regulations (see attached memo in the Planning Commission staff report). At the August 14th, 2017 Planning Commission, discussion centered on design standards and street improvements with the project ultimately receiving approval by a vote of 5-2-2 (Commissioners Hoffman and Quinlan voted 'no'; Commissioners Belden and Niederman abstained). The project was approved with the following conditions:

Conditions of Approval:

1. Planning Commission determination of street improvements. *Staff recommends improving the west side of Wood Avenue, totaling approximately 650 linear feet, with road widening to 20-foot minimum for drive lanes, a 7-foot wide parking lane, curb, gutter, storm drainage, 5-foot wide sidewalk, and streetlights along said street frontage.*
2. Planning Commission determination on Urban Residential Design Standards. *Staff recommends in favor of the proposed elevations.*
3. Planning Commission determination of money in-lieu of parkland dedication. *This project has not been reviewed by the Parks and Recreation Advisory Board due to a previous determination of exemption from impact fees. Since that time the determination has been rescinded and money in-lieu of parkland dedication will be accepted. Fees in the amount of \$32,480 for 58 apartments are recommended in association with the currently proposed development, and are due before building permit approval. Final fee amount will be dependent on the actual number of units approved and the parks fee formula at the time of Planning Commission approval.*
4. Right-of-way dedication in the amount of 29.5 feet from centerline along the site's Wood Avenue frontage prior to building permit via an easement plat.
5. Street lights shall be installed in accordance with code at all street intersections and spaced every 300 feet.
6. Conditions of approval from Fire, Engineering, and Urban Forestry are included in the official conditions of approval, attached hereto.
7. Per 172.08(B), 50% of the existing parking lot landscape must be brought into compliance, as determined by Urban Forestry.
8. For purposes of permit processing and fee calculations, this project is considered to be a private, for-profit development and is not exempt from payment of standard fees.
9. Minor comments to be fixed prior to building permit:
 - a. Must show right-of-way dimensions and Master Street Plan right-of-way line from centerline of Wood Avenue
 - b. Sidewalk connecting the community building to the public sidewalk on the principal façade should be located in relation to the door.

Standard conditions of approval:

10. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.

11. If applicable, a business license shall be obtained prior to opening the business to the public.
12. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
13. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
14. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.
15. All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure. A note shall be clearly placed on the plat and all construction documents indicating this requirement.
16. Trash enclosures shall be screened on three sides with materials complimentary to and compatible with the principle structure. Containers may also be screened from view of the street by the principal structure or vegetation. Elevations of the proposed dumpster enclosure shall be submitted to the Planning and Solid Waste Divisions for review prior to building permit.
17. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.
18. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.
19. Large scale development shall be valid for one calendar year.
20. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.
21. Prior to the issuance of a building permit the following is required:
 - a. Grading and drainage permits
 - b. An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - c. Separate easement plat for this project that shall include the tree preservation area and all utility easements.
 - d. Project Disk with all final revisions

- e. One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.

Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

BUDGET/STAFF IMPACT:

N/A

Attachments:

- Application
- Planning Commission minutes for:
 - o June 12th, 2017
 - o June 26th, 2017
 - o July 10th, 2017
 - o July 24th, 2017
 - o August 14th, 2017
- Planning Commission Staff Report

CITY OF FAYETTEVILLE, ARKANSAS
LARGE SCALE DEVELOPMENT

FOR STAFF USE ONLY Date Application Submitted: Date Accepted as Complete: Project Number: Public Hearing Date:	LSD FEE: \$200.00 - \$800.00 Sign FEE: \$5.00 per sign Tech Plat Resubmittal FEE: \$200/resubmittal Tree Preservation FEE: \$120.00 S-T-R: PP#: Zone:
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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 ☒ Representative

Applicant (person making request):

Name: Fayetteville Housing Authority

E-mail: fhousing@fayettevillehousingauthority.org

Address: #1 North School Ave
Fayetteville, AR 72701

Phone: (479) 521-3850

Fax: (479) 442-6771

Representative (engineer, surveyor, realtor, etc.):

Name: Blew & Associates, PA

E-mail: engineers@blewinc.com

Address: 108 Crossover Ave, Ste B
Lowell, AR 72745

Phone: (479) 443-4506

Fax: (479) 582-1883

Site Address / Location: 324 East 12th Place

Current Zoning District: DG - Downtown General

Date of Preliminary Plat: 1981-09-16

Assessor's Parcel Number(s) for property: 765-15141-000

Total Acreage: 9.62 ac Number of Lots: N/A Number of Dwelling Units: 35 Ex./58 Prop.

FINANCIAL INTERESTS

The following entities and / or people have financial interest in this project:

Fayetteville Housing Authority

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 approvals. I understand that the City might not approve what I am applying for, or might set conditions of approval.

Name (printed): Jacob Rennick Date: 3/25/17

Signature: J. C. Rennick

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 her/his behalf.)

Name (printed): Deniece Smiley Address: #1 N. School Avenue, Fayetteville, AR
72701

Signature: Deniece Smiley

Date: 3-27-2017 Phone: (479) 521-3850

Name (printed): _____ Address: _____

Signature: _____

Date: _____ Phone: _____

LSD Checklist:

Attach the following items to this application:

(1)	Payment in full of applicable fees for processing the application:	
	LSD	
	Non-Residential	
	Non-residential (5000 square feet or less)	\$400.00
	Non-residential (More than 5000 square feet)	\$800.00
	Residential	
	Residential (10 residential units or less)	\$200.00
	Residential (25 residential units or less)	\$400.00
	Residential (More than 25 residential units)	\$800.00
	Technical Plat Resubmittal (tabled items only)	\$200.00 per
	Tree Preservation	\$120.00
	Public Notification Sign Fee (per sign)	\$5.00

- (2) Correspondence in the form of a written letter to Planning Staff describing the scope, nature and intent of the proposal. Variances from requirements of the Unified Development Code will be reviewed and processed in accordance with the procedures set forth therein. Please indicate in the letter to staff if any variances are sought and if so, justification for the request. Most variances require a Planning Commission decision.
- (3) 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.
- (4) A copy of the written decision from the Parks and Recreation Advisory Board regarding park land dedication requirements (residential projects only).



Planning Commission Meeting

June 12, 2017

5:30 PM

113 W. Mountain, Room 219

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Call to Order: 5:30 PM, Matthew Hoffman

In Attendance:

Members: Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, and Leslie Belden

Absent: Ron Autry, and Matt Johnson

City Staff: Jonathan Curth, Senior Planner; Quin Thompson, Planner; Harry Davis, Planner; Jonathan Ely, Engineer; John Scott, Urban Forester; Lee Porter, Urban Forester.

City Attorney: Blake Pennington, Asst. Attorney

Consent Agenda:

1. Approval of the minutes from the May 22, 2017 meeting.

2. **VAC 17-5815: Vacation (492 N. VINSON AVE./MERRITT, 486):** Submitted by BATES & ASSOCIATES, INC. for property at 492 N. VINSON AVE. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.10 acres. The request is to vacate a portion of a street right-of-way.

Motion:

Commissioner Scroggin made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 6-0-0.** **Commissioner Quinlan was not present.**

9. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563): Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

Harry Davis, Planner: Read the staff report.

Blake Pennington, Assistant City Attorney: Asks **Hoffman** if they can speak before public comment.

Matthew Hoffman, Commission Acting-Chair: Answers after the applicant.

Jorge Du Quesne, Engineer: Explains what is included with this project, why they are proposing the project, and what they have done to include public comment and staff or commission concerns from Subdivision Committee.

Pennington: Goes into detail as to what the Planning Commission can and cannot review or take into account with a proposed development per state law and court precedent.

Public Comment:

Whitney Carr, Citizen: Gives detail about the property and their concern over a congested site with more people moving down to Morgan Manor and incompatibility between low-rise and higher-rise buildings. The concern also includes putting more low-income people in a concentrated area in moving people from Willow Heights to Morgan Manor, including some issues with public notification.

Lee Wolfe, Citizen: Produces concerns over increased traffic and includes information about how current and nearby residents are not in support of the proposed development.

John Coleman, Citizen: Begins with stating that there is an issue with not being able to consider the social impact of this development before the Planning Commission. In concentrating lower-income people in once place, there are huge issues with this method of housing with impacts on quality of life.

Shaundra Hinton, Citizen: Explains that there were some issues with getting input from the neighborhood, where there was no way for people to get involved before it came before the city for development entitlement, where it is undoubtedly going to be approved. They hope there is some way that the Commission will be able to listen to the concerns of residents in the area.

Allison Williams, Citizen: Gives detailed information about the quality of life in concentrated areas of low-income people and families. They also include information about how the development of this project did not adequately include and address concerns of nearby citizens.

Renee Dawes: Provides information about the people that live in Morgan Manor and the area. They state that the Fayetteville Housing Authority is setting a double standard in terms of what they provide to the residents of Fayetteville and housing projects. They ask the Commission if they could buy time for more public input.

Bill Reagan, Citizen: States that the Fayetteville Housing Authority should have done a better job in finding a solution.

Margaret Cartwell, Citizen: Finds the plan to be disturbing in terms of concentrating poverty in one place within South Fayetteville.

Melissa Terry, Citizen: States they were concerned with the lack of public input included in the plan by the Fayetteville Housing Authority. They pose that the issue of affordable housing discrimination throughout Fayetteville is included in how this plan concentrates low-income people into one place. Data was not presented to the public about fixing Willow Heights instead of selling the land. The plan for Morgan Manor is in direct association to evicted residents from Willow Heights, so this should be included with this discussion. Terry then gives information on their data collection and the results of this data, which is that none of the current residents want to move or lose access to their current resources.

Andrew Meineke, Citizen: Believes that poverty is not a lack of resources, but a lack of personal dignity. There is an issue with giving people carpet and saying that they are providing a resource.

Mike Henry, Chairman of Fayetteville Housing Authority (FHA): Explains in detail the multi-year long process in why Willow Heights is unable to be salvaged and the process moving from Willow Heights to Morgan Manor, including the public process the FHA went through. They ask that the Commission approve this project.

Ericka Wolfheit, Citizen: Asks that the Commission not approve this development, based on the area being a food desert. The neighborhood is not ready for this development.

No more public comment was presented.

Hoffman: Asks Pennington what possible outcomes may result as a consequence of not approving this development.

Pennington: Explains possible outcomes.

Hoffman: States that this plan has issues attributed to concentrating poverty in one area.

Allison Quinlan, Commissioner and Pennington engage in questions about determining governmental status of Fayetteville Housing Authority.

Quinlan and Henry engage in discussion around determining extent and process of the FHA.

Pennington: States that the FHA is closer to being a State agency.

Quinlan: Asks if no other body gives oversight to the FHA.

Pennington: Answers yes.

Leslie Belden, Commissioner: States that their education included identifying the same issues that had befallen projects like Pruitt-Igoe in St. Louis. Although the FHA has limited resources, Fayetteville should do better for the people of Willow Heights and Morgan Manor.

Tom Brown, Commissioner: Echoes some of the same comments from Belden. They state there must be a better way and to give these public comments to a board with authority to change things. The FHA should come up with a more sensitive plan.

Quinlan: Asks Pennington if any more information has been found.

Pennington: Gives more information that the FHA is like a smaller City Council.

Quinlan: Poses to the FHA that there should be more thought put into a solution and there are resources in Fayetteville that can help. Quinlan gives some historical information about Pruitt-Igoe for the room and public and the benefits of mixed-income neighborhoods. They ask for a tabling of the project.

Pennington: Explains again that the Commission must table or deny a project in order to fix development concerns, and that for any other reason would be improper for the Commission.

Belden: Asks Pennington to state the reasons again.

Pennington: States the reasons.

Zara Neiderman, Commissioner: States they would be in favor of tabling the project. They do acknowledge that more development in Walker Park is a real eventuality, but the concentration of people in poverty is a huge issue for the development. Neiderman slides into talking about the general area and connecting it to the development, where more resources could be integrated into the proposal.

Brown: Asks staff some questions about the project and its relation to nearby properties.

Davis: Answers.

Pennington: States that compatibility cannot be included in a large scale development.

Hoffman: Dives into the architectural design of the large buildings and how there are better typologies. Asks staff about the determination in how these meet code.

Davis: Answers and then refers to the architect.

Bill Weedhower, Architect: Answers.

Hoffman: Asks staff about parking for this development.

Weedhower: Answers.

Hoffman: States concerns about pedestrian activity as a result of this development and the lack of nearby resources, activities, and more. There are some issues the must be ironed out and they would like to table the project. Asks Pennington what the issue might be in tabling the project versus denying the project.

Pennington: Answers that tabling the project would be denying the applicant a way to appeal.

Hoffman: Believes that the City Council should look at this project and get more comment on the issues. Asks the applicant if they would be ok with tabling the project.

Du Quesne: Answers yes.

Belden: Asks Pennington about outcomes for this project.

Pennington: Answers.

Quinlan: Asks if dangerous pedestrian situations count as dangerous traffic situations.

Pennington: answers that the Planning Director would be better able to address that question.

Quinlan: States that there is no way that someone could walk to Downtown on sidewalks and that the safety issues between the project and Downtown or other places is a reason to consider dangerous traffic situations. Asks Pennington if that is a suitable cause to table.

Pennington: Defers to the Planning Director.

Niederman: Would rather this go to City Council.

Motion:

Commissioner Quinlan made a motion to **table LSD 17-5775**. **Commissioner Belden** seconded the motion. **Upon roll call the motion passed with a vote of 7-0-0.**



Planning Commission Meeting

June 26, 2017

5:30 PM

113 W. Mountain, Room 219

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Call to Order: 5:30 PM, Ron Autry

In Attendance:

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Absent: Zara Niederman

City Staff: Andrew Garner, Planning Director; Jonathan Curth, Senior Planner; Quin Thompson, Planner; Harry Davis, Planner; Jonathan Ely.

City Attorney: Kit Williams

Consent Agenda:

1. Approval of the minutes from the June 12, 2017 meeting.

2. VAR 17-5849: Variance (1679 & 1673 S. COOPERS COVE/LOTS 31 & 32 CRESCENT LAKE SD, 607): Submitted by BATES & ASSOCIATES, INC. for properties located at 1679 & 1673 S. COOPERS COVE. The properties are zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contain approximately 0.63 acres. The request is for a variance to the Streamside Protection Ordinance.

Motion:

Commissioner Belden made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**

Old Business:

3. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563): Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

No staff report or public comment were presented.

Motion:

Commissioner Johnson made a motion to **table LSD 17-5775** until next Planning Commission meeting. **Commissioner Belden** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**



Planning Commission Meeting

July 10, 2017

5:30 PM

113 W. Mountain, Room 219

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Call to Order: 5:30 PM, Ron Autry

In Attendance:

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Sloan Scroggin, Ryan Noble, Tom Brown, and Leslie Belden. (Matt Johnson arrived after the consent agenda.)

Absent: Zara Niederman

City Staff: Andrew Garner, Planning Director; Jonathan Curth, Senior Planner; Quin Thompson, Planner; Harry Davis, Planner; and Corey Granderson, Engineering.

City Attorney: Kit Williams

Consent Agenda:

1. Approval of the minutes from the June 26, 2017 meeting.

2. **VAC 17-5867: Vacation (NORTH OF 858 N. JACKSON DR./PURYEAR, 447):** Submitted by LAMB DEVELOPMENT, INC. for property NORTH OF 858 N. JACKSON DR. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.61 acres. The request is to vacate a portion of a water and sewer easement.

Motion:

Commissioner Belden made a motion to **approve the consent agenda**. **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 7-0-0.**

4. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563): Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

No staff report or public comment was provided.

Kit Williams, City Attorney: Provided an update of the meeting details with the Fayetteville Housing Authority, what was said during the meeting, and the outcome that **Williams** is seeking an answer from the Housing and Urban Development office in Little Rock.

Motion:

Commissioner Brown made a motion to **table LSD 17-5775** until the next PC meeting. **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-0.**



Planning Commission Meeting

July 24, 2017

5:30 PM

113 W. Mountain, Room 219

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Call to Order: 5:30 PM, Ron Autry

In Attendance:

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Absent: None.

City Staff: Andrew Garner, Planning Director; Quin Thompson, Planner; Harry Davis, Planner; Corey Granderson, Engineering; and Jeremy Ashley, Fire Department.

City Attorney: Blake Pennington

Consent Agenda:

1. Approval of the minutes from the July 10, 2017 meeting.

2. VAC 17-5868: Vacation (2615 N. CHARLESTON CROSSING/LOT 6-SAVANNAH ESTATES, 295): Submitted by CRAFTON TULL, INC. for property at 2615 N. CHARLESTON CROSSING. The property is zoned RSF-4, RESIDENTIAL SINGLE FAMILY, 4 UNITS PER ACRE and contains approximately 0.89 acres. The request is to vacate a portion of a general utility easement.

Motion:

Commissioner Scroggin made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 9-0-0.**

Old Business:

3. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563): Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

Ron Autry, Commission Chair: States that the City Attorney's office and the office of Senator Boozeman have sent inquiries to Arkansas' local Housing and Urban Development office. As of now, there is no new information for the Planning Commission.

Motion:

Commissioner Belden made a motion to **table LSD 17-5775** until the next PC meeting. **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 9-0-0.**



Planning Commission Meeting

August 14, 2017

5:30 PM

113 W. Mountain, Room 219

Members: Ron Autry (Chair), Matthew Hoffman (Vice Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Sloan Scroggin, Ryan Noble, Tom Brown, Leslie Belden, and Matt Johnson

Call to Order: 5:30 PM, Ron Autry

In Attendance:

Members: Ron Autry (Chair), Allison Thurmond Quinlan (Secretary), Zara Niederman, Ryan Noble, Tom Brown, and Matt Johnson

Absent: Leslie Belden and Sloan Scroggin arrived after roll call. Matthew Hoffman arrived after the consent agenda.

City Staff: Andrew Garner, Planning Director; Jonathan Curth, Senior Planner; Harry Davis, Planner; Corey Granderson, Engineering; and Brian Sloat, Fire Department.

City Attorney: Kit Williams

Consent Agenda:

1. Approval of the minutes from the July 24, 2017 meeting.

2. LSD 17-5880: Large Scale Development (EAST OF INDUSTRIAL DR./AR-CANNA, 642): Submitted by EARTHPLAN DESIGN ALTERNATIVES, INC. for property located EAST OF INDUSTRIAL DR. The property is zoned I-2, GENERAL INDUSTRIAL and contains approximately 5.08 acres. The request is for a medical marijuana cultivation facility consisting of 72,813 square feet with associated parking.

Motion:

Commissioner Neiderman made a motion to **approve the consent agenda**. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 6-0-1.** **Commissioner Quinlan abstained.**

Old Business:

3. LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563): Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

Ron Autry, Commission Chair: Gives a short summary at the beginning with everything that has happened recently to the proposed project, including what can and cannot be considered by the Planning Commission.

Harry Davis, Planner: Read the staff report.

Jorge Du Quesne, Project Engineer: States they have members of the FHA and residents of each housing complex at this meeting to give public comment.

Public Comment:

William Reagan, Neighbor: Begins by naming several developments nearby that are affordable housing projects or house low-income residents. **Reagan** states that Mayor Jordan withdrew support from this project and that there are many people moving to Fayetteville in the near and far future. The proposed development will not be good for Fayetteville and for South Fayetteville and wishes that the PC could deny a development based on several reasons enumerated by **Reagan**. They argue that the FHA are poor stewards of their land and properties and failed in explaining why it would be better to develop new land rather than fix current properties.

Nelly Ashley, Resident of Willow Heights: States they are in support of the proposal, as it will be a new property that will not have the same problems as the current Willow Heights complex. The cost of renovating versus new construction actually works for the new development versus fixing Willow Heights. Ashley cannot speak to the land sale, but is happy with how they and other residents will have a better place to live and help to move there via the FHA. Accessibility for disabled residents and visitors will be improved with this proposed development.

Pamela Wanz, Resident of Willow Heights: Believes that moving will be good for their family and for extended family members trying to visit them.

Mike Emery, Chairman of Fayetteville Housing Authority: Reads off the petition in favor of the new development with only those that are residents of Willow Heights and Morgan Manor. Emery reads off some reasons that are positive coming out of the land sale and new development addressing crime, schools, proximity to amenities, and facilities.

No more public comment was presented.

Allison Quinlan, Commissioner: Thanks the City Attorney and residents for their help on this proposal. Quinlan believes that above all other street improvements, extending Wood Street down to 15th is a more important improvement and gives reasons for the idea.

Matthew Hoffman, Commissioner: Echoes **Quinlan's** comments. Asks Andrew Garner for information on storm water and drainage for this location and in the immediate proximity.

Andrew Garner, City Planning Director: Explains why it is an issue to swap out street improvements along an existing road in favor of building a road down to 15th. Refers to Engineering for more information.

Corey Granderson, City Engineer: Goes into detail about drainage improvements and what would be helped with the new improvements.

Hoffman: Specifically asks about the feasibility of lowering standards for improvements along the street for this development.

Granderson: Answers that it would be something that the Planning Commission is supposed to make a determination on street improvements.

Hoffman: Asks about the design standards for the buildings along Wood and how they meet the unified development code.

Davis: Answers.

Hoffman: Understands staff's determination, but personally does not believe that the proposed elevations meet standards.

Zara Neiderman, Commissioner: Discusses how this proposal might create traffic problems for cars and pedestrians and supports that view with the Walker Park Neighborhood Plan guidelines and goals. Neiderman concludes that the project is not safe moving forward.

Leslie Belden, Commissioner: Thanks everyone for all of their input on this project and echoes a few fellow Commissioners. Belden concludes that this project is difficult to vote on.

Hoffman: Asks Kit Williams if it is possible that the proposal can get before City Council.

Kit Williams, City Attorney: Answers yes, and states that sidewalks are the most constitutionally appropriate thing to ask for as a street improvement along the project's frontage on Wood.

Hoffman: Understands their position within the larger umbrella of government.

Quinlan: Asks Du Quesne information on the cost-share request for street improvements.

Quinlan continues that full connectivity to this location is going to be a drastic improvement to this area.

Du Quesne: Answers approximately 300,000 dollars, where over half go towards box culverts and drainage improvements.

Quinlan: Asks about the drainage problems and improvements.

Du Quesne: Answers in detail using a site plan and explaining street improvements.

Quinlan: Asks about parking requirements.

Garner and **Du Quesne** answers.

Bill Wiedower: Explains the requirements for tax credits in regards to parking.

Quinlan and **Du Quesne** resume talking about drainage improvements.

Quinlan: Asks if on-street parking was to be removed, if the saved area could be used for drainage.

Du Quesne: Answers that it would take many variances.

Wiedower: Explains further about water movement.

Quinlan and **Du Quesne** dive into details about street improvements.

Quinlan: Thanks staff and the applicants for their help with questions. Quinlan sees that the city could get a huge benefit from cost-sharing on street improvements for this location and to deal with flooding and drainage. They recommend new sidewalks and widening be done to the opposite side of the street and use a channel for drainage along the project's frontage.

Williams: Clarifies for the Commission that the cost-share proposal has not been accepted yet and that the reason for the proposal is for a private venture rather than public benefit. The final consideration is up to City Council, but generally cautions against assuming acceptance.

Wiedower: Asks about the discrepancy between the 300,000 dollar upgrades already accounted for in the budget and the increased improvements asked today during the current meeting. They ask to go forward with what is recommended in the report.

Sloan Scroggin, Commissioner: Asks if the applicant will go forward with or without the cost-share.

Wiedower: Answers they will go forward either way, but cautions against saying that the drainage problem is only related to the subject property.

Quinlan: Cites unified development code about off-site improvements and that the Commission deals with that piece of code.

Autry: Believes that this is a difficult proposal to vote on, but the appeals by residents have hit home for them and that this could be a positive change for the current residents of Willow Heights.

Tom Brown, Commissioner: States they will be in support of this proposal and would like to see a connection to 15th be constructed alongside the development.

Hoffman, Davis, and Garner engage in a rapid discussion about design standards for the accessory office and community building.

Hoffman: Believes that the community building's façade does not meet the intent of Fayetteville's design code.

Brown: Asks Hoffman for more information about what they would like to see, specifically, and how the façade could be changed and asks the applicant team about changing the façade.

Wiedower: Explains the elevations and the elements of the building and how they have changed.

Williams: Asks if the applicant can provide those changes to the Commission.

Wiedower: Answers yes.

Garner: States that the best way to classify the structure is under an ancillary structure under the Urban Residential Design Standards.

Hoffman: States that this could better fit under office standards for building code.

Williams: Clarifies to the Commission that it is the Planning department that interprets code and in some cases where ambiguity is found, the city is charged to find it in favor of the applicant or property owner.

Williams: Cautions against asking for street improvements that are above and beyond the rough proportionality and rational nexus tests.

Davis: Answers information about the inadequate right-of-way with of an unbuilt Wood from the existing street to 15th.

Quinlan: Asks if staff's recommendation on street improvements is defensible.

Williams: Answers yes, and that the improvements to drainage are really only affect the property owner and not a street improvement per se.

Quinlan: Breaks down the recommended list of improvements and asks for a breakdown as to why they fit within the rational nexus.

Williams: Obliges and breaks down the improvements and tests the rational reasons for recommended them. Building a 700 foot or longer street down to 15th does not fit within this test.

Quinlan: Reads several parts of code that are related to street improvements within the city and attempts to apply them to the northern part of Wood near to the development.

Brown: Asks if the Commission will still vote on the matter tonight. Brown defaults to the work of the City Attorney and staff in determining what is required for the proposed development.

Belden: Asks if it is possible to take money in-lieu of street improvements.

Garner: Answers yes, but it has historically and widely been used for traffic lights. The money would need to be spent within 5 years of receiving the money.

Brown: Asks if the new façade might be seen by passing around Wiedower's laptop.

Garner: Answers yes.

Hoffman: States again their stance on the Urban Residential Design Standards not being met with the proposed buildings.

Motion #1:

Commissioner Quinlan made a motion to **approve modified street improvements from the staff recommendation including a requirement to extend Wood Ave. south to connect to 15th street, and reducing other recommended on-site improvements.** **Commissioner Hoffman** seconded the motion. **Upon roll call the motion failed with a vote of 2-6-1.** **Commissioners Johnson, Belden, Brown, Noble, Scroggin, and Autry** voted 'no'. **Commissioner Niederman** abstained.

Motion #2:

Commissioner Brown made a motion to **approve condition #1 'Street Improvements' as recommended by staff.** **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 7-2-0.** **Commissioners Quinlan and Niederman** voted 'no'.

Motion #3:

Commissioner Brown made a motion to **approve condition #3 'parkland dedication' as recommended by staff.** **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 8-0-1.** **Commissioner Niederman** abstained.

Motion #4:

Commissioner Johnson made a motion to **approve conditions #4-#9** as recommended by staff. **Commissioner Noble** seconded the motion. **Upon roll call the motion passed with a vote of 7-1-1. Commissioner Hoffman voted 'no'. Commissioner Niederman abstained.**

Motion #5:

Commissioner Brown made a motion to **approve the overall project as recommended by staff, including compliance with Urban Residential Design Standards, Condition #2, and all other conditions.** **Commissioner Scroggin** seconded the motion. **Upon roll call the motion passed with a vote of 5-2-2. Commissioners Quinlan and Hoffman voted 'no'. Commissioners Belden and Niederman abstained.**



PLANNING COMMISSION MEMO

TO: Fayetteville Planning Commission

THRU: Andrew Garner, City Planning Director

FROM: Harry Davis, Planner
Corey Granderson, Staff Engineer
Lee Porter, Urban Forester

MEETING: 8/14/17 **Updated with PC results**

SUBJECT: **LSD 17-5775: Large Scale Development (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION, 563):** Submitted by BLEW & ASSOCIATES, INC. for properties located at 324 E. 12TH PLACE. The properties are zoned DG, DOWNTOWN GENERAL and contain approximately 9.62 acres. The request is for 58 dwelling units in 4 separate apartment buildings with associated parking.

RECOMMENDATION:

Staff recommends approval of **LSD 17-5775** with conditions.

MEETING OF AUGUST 14th, 2017:

At the Planning Commission meeting on July 24th, 2017, this item was tabled. The City Attorney's office has completed their review of the proposal and has found the development to be compliant with local, state, and federal regulations (see attached memo dated 8/4/17). Staff is still recommending in favor of the development.

MEETING OF JULY 24th, 2017:

At the Planning Commission meeting on July 10th, 2017, this item was tabled. This project has not changed in the interim.

MEETING OF JULY 10th, 2017:

At the Planning Commission meeting on June 26th, 2017, this item was tabled. This project has not changed in the interim, aside from additional public comment and the inclusion of Park's fees per the direction of the City Attorney in the attached memo. The City Attorney met with representatives from the Fayetteville Housing Authority on June 29th and is seeking more information from the Department of Housing and Urban Development before rendering legal opinion applicable to the Commission's determinations.

MEETING OF JUNE 26th, 2017:

At the Planning Commission meeting on June 12th, 2017, this item was tabled. This project has not changed in the interim, but staff has received and attached additional public comment. Staff is still recommending approval of the project based on the development meeting all applicable city code at this stage of development. In response to the Planning Commission's discussion at the June 12th meeting, staff finds that project the will not create or compound a dangerous traffic

condition pursuant to UDC 166.02(C). If the Planning Commission determines that a project will create an unsafe pedestrian condition, on- or off-site improvements such as sidewalks or crosswalks may be required in accordance with the rational nexus and rough proportionality tests of 166.04(A)(3). The applicant is currently proposing to widen Wood Avenue and construct new sidewalks for a length of approximately 650 linear feet. Staff does not recommend additional improvements other than what is currently proposed.

BACKGROUND:

The subject property contains approximately 9.62 acres and is located on the west side of Wood Avenue and 12th and 13th Streets at the Fayetteville Housing Authority's (FHA) Morgan Manor housing complex. The parcel is zoned DG, Downtown General and the surrounding land use and zoning is depicted on *Table 1*.

Table 1
Surrounding Land Use and Zoning

Direction	Land Use	Zoning
North	Wood Avenue Head Start Pre-school; Future Willow Bend Subdivision	RSF-18, Residential Single-family, 18 Units per Acre; NC, Neighborhood Conservation
South	Agriculture	DG, Downtown General
East	Single-family Residential; Nantucket Apartments	DG, Downtown General
West	Single-family Residential; Multi-family Residential	NC, Neighborhood Conservation

Proposal: The applicant is proposing a 58 unit, or 116 bedroom, addition to the existing housing complex with associated parking. Extensions of 13th and 12th streets (which are private drives/internal parking lot drives, not public right-of-way) are proposed with a connection onto Wood Avenue.

Right-of-Way to be Dedicated: The internal streets are private drives. Right-of-way dedication along Wood Avenue is required 29.5-feet from road centerline.

Street Improvements: Staff recommends improving the west side of Wood Avenue, totaling approximately 650 linear feet, with road widening to 20-foot minimum for two drive lanes, a 7-foot parking lane, curb, gutter, storm drainage, 5-foot wide sidewalk, and streetlights along said street frontage. The applicant has elected to put in on-street parking to serve the proposed development.

Block Length/Connectivity: The subject development will be accessed from either Wood Ave, 12th Street, or 13th Street. Connectivity is proposed by way of connections from each of the above streets throughout the property.

Water and Sewer System: The subject property has access to water and sewer, which will need to be extended to more of the property with this development.

Tree Preservation:

Canopy minimum requirement: 10%

Existing canopy: 7.2%

Preserved canopy: 6.4%

Mitigation required: 2,413 Sq. Ft. (11 two-inch caliper trees, planted on site and \$675 paid via tree escrow)

Parks: This project has not been reviewed by the Parks and Recreation Advisory Board due to a previous determination of exemption from impact fees. Since that time the determination has been rescinded and money in-lieu of parkland dedication will be accepted. Fees in the amount of \$32,480 for 58 apartments are recommended in association with the currently proposed development, and are due before building permit approval. Final fee amount will be dependent on the actual number of units approved and the parks fee formula at the time of Planning Commission approval.

Public Comment: During the Subdivision Committee meeting on June 1st, 2017, members of the public spoke with concerns over car and pedestrian access to the site, traffic associated with an increased number of units, visibility and safety with large buildings, losing green space, high-density development, and low-income or unemployed residents living in Morgan Manor.

RECOMMENDATION: Staff recommends approval of LSD 17-5775 with the following conditions:

Conditions of Approval:

1. Planning Commission determination of street improvements. *Staff recommends improving the west side of Wood Avenue, totaling approximately 650 linear feet, with road widening to 20-foot minimum for drive lanes, a 7-foot wide parking lane, curb, gutter, storm drainage, 5-foot wide sidewalk, and streetlights along said street frontage.*

PC determined

~~Subdivision Committee recommends~~ in favor of this condition as recommended by staff.

2. Planning Commission determination on Urban Residential Design Standards. *Staff recommends in favor of the proposed elevations.*

PC determined

~~Subdivision Committee recommends~~ in favor of this condition as recommended by staff.

3. Planning Commission determination of money in-lieu of parkland dedication. *This project has not been reviewed by the Parks and Recreation Advisory Board due to a previous determination of exemption from impact fees. Since that time the determination has been rescinded and money in-lieu of parkland dedication will be accepted. Fees in the amount of \$32,480 for 58 apartments are recommended in association with the currently proposed development, and are due before building permit approval. Final fee amount will be dependent on the actual number of units approved and the parks fee formula at the time of Planning Commission approval.*

PC determined in favor of this condition as recommended by staff.

4. Right-of-way dedication in the amount of 29.5 feet from centerline along the site's Wood Avenue frontage prior to building permit via an easement plat.
5. Street lights shall be installed in accordance with code at all street intersections and spaced every 300 feet.
6. Conditions of approval from Fire, Engineering, and Urban Forestry are included in the official conditions of approval, attached hereto.
7. Per 172.08(B), 50% of the existing parking lot landscape must be brought into compliance, as determined by Urban Forestry.

8. For purposes of permit processing and fee calculations, this project is considered to be a private, for-profit development and is not exempt from payment of standard fees.
9. Minor comments to be fixed prior to building permit:
 - a. Must show right-of-way dimensions and Master Street Plan right-of-way line from centerline of Wood Avenue
 - b. Sidewalk connecting the community building to the public sidewalk on the principal façade should be located in relation to the door.

Standard conditions of approval:

10. Impact fees for fire, police, water, and sewer shall be paid in accordance with City ordinance.
11. If applicable, a business license shall be obtained prior to opening the business to the public.
12. Plat Review and Subdivision comments (to include written staff comments provided to the applicant or his representative, and all comments from utility representatives: AR Western Gas, SWBT, Ozarks, SWEPCO, Cox Communications).
13. Staff approval of final detailed plans, specifications and calculations (where applicable) for grading, drainage, water, sewer, fire protection, streets (public and private), sidewalks, parking lot(s) and tree preservation. The information submitted for the plat review process was reviewed for general concept only. All public improvements are subject to additional review and approval. All improvements shall comply with City's current requirements.
14. All exterior lights shall comply with the City lighting ordinance. Manufacturer's cut-sheets are required for review and approval prior to issuance of a building permit.
15. All mechanical/utility equipment (roof and ground mounted) shall be screened using materials that are compatible with and incorporated into the structure. A note shall be clearly placed on the plat and all construction documents indicating this requirement.
16. Trash enclosures shall be screened on three sides with materials complimentary to and compatible with the principle structure. Containers may also be screened from view of the street by the principal structure or vegetation. Elevations of the proposed dumpster enclosure shall be submitted to the Planning and Solid Waste Divisions for review prior to building permit.
17. All freestanding and wall signs shall comply with ordinance specifications for location, size, type, number, etc. Any proposed signs shall be permitted by a separate sign permit application prior to installation. Freestanding pole signs and electronic message boards (direct lighting) are prohibited in the Design Overlay District.
18. All existing utilities below 12kv shall be relocated underground. All proposed utilities shall be located underground.
19. Large scale development shall be valid for one calendar year.

20. Prior to building permit, a cost estimate for all required landscaping is to be submitted to the Landscape Administrator for review. Once approval is gained, a guarantee is to be issued (bond/letter of credit/cash) for 150% of the cost of the materials and installation of the plants. This guarantee will be held until the improvements are installed and inspected, at the time of Certificate of Occupancy.
21. Prior to the issuance of a building permit the following is required:
- Grading and drainage permits
 - An on-site inspection by the Landscape Administrator of all tree protection measures prior to any land disturbance.
 - Separate easement plat for this project that shall include the tree preservation area and all utility easements.
 - Project Disk with all final revisions
 - One copy of final construction drawings showing landscape plans including tree preservation measures submitted to the Landscape Administrator.
 - Completion of all required improvements or the placement of a surety with the City (letter of credit, bond, escrow) as required by Section 158.01 "Guarantees in Lieu of Installed Improvements" to guarantee all incomplete improvements. Further, all improvements necessary to serve the site and protect public safety must be completed, not just guaranteed, prior to the issuance of a Certificate of Occupancy.

Planning Commission Action: ☒ Approved ☐ Tabled ☐ Denied

Meeting Date: August 14, 2017

Motion:

Second: See motions on next page

Vote:

BUDGET/STAFF IMPACT:

None

Attachments:

- City Attorney's memo – 08/04/17*
- City Attorney's memo – 06/22/17*
- Fire Department comments
- City Engineering Division comments
- Urban Forestry comments
- Park's Department comments*
- E911 Addressing comments
- Applicant's letter
- Site Plan
- Elevations
- Public comment*
- One Mile Map

- Close up Map
- Current Land Use Map

*Underlined items indicate added information from previous reports

Motion: Quinlan Second: Hoffman Vote: 2-6-1	Motion 1: to approve a modified street improvement recommendation that included extending Wood Ave to 15th St and reduced on-site improvements Motion fails; Johnson, Belden, Brown, Noble, Scroggin, Autry dissenting; Niederman abstained
Motion: Brown Second: Noble Vote: 7-2-0	Motion 2: to approve condition 1 as recommended by staff Motion passes; Quinlan and Niederman dissenting
Motion: Brown Second: Noble Vote: 8-0-1	Motion 3: to approve condition 3 as recommended by staff Motion passes; Niederman abstained
Motion: Johnson Second: Noble Vote: 7-1-1	Motion 4: to approve conditions 4 thru 9 and standard conditions Motion passes; Quinlan dissenting; Niederman dissenting
Motion: Brown Second: Scroggin Vote: 5-2-2	Motion 5: to approve project as recommended by staff with the provided architectural elevations during the meeting for the accessory building, finding that the project meets Urban Residential Design code Motion passes; Quinlan and Hoffman dissenting; Belden and Niederman abstaining



OFFICE OF THE
CITY ATTORNEY

DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council
Planning Commission

CC: **Don Marr**, Chief of Staff
Paul Becker, Chief Financial Officer
Andrew Garner, City Planning Director

FROM: **Kit Williams**, City Attorney

DATE: **August 4, 2017**

RE: **Large Scale Development for Additional Multi-Family Project at Morgan Manor**

On June 22, 2017, I provided you my memo concerning the Large Scale Development at Morgan Manor proposed by the Fayetteville Housing Authority. I stated in this memo:

"I am certainly not an expert on these HUD regulations and requirements, but I am concerned enough to request that the Planning Commission table this proposed Large Scale Development as we continue our research and analysis."

I thank the Planning Commission for its tabling of the LSD while I sought information from the Fayetteville Housing Authority and advice from HUD. It took about a month for HUD to respond to my letter concerning the legality of the Fayetteville Housing Authority's planned sale of the Willow Heights project after completion of the expansion of the Morgan Manor project.

Attached is a scanned letter from Field Office Director Wanda C. Merritt of the Little Rock Field Office, Region IV of HUD that my office received this morning. Although it does not directly answer my letter's question about the requirements for the sale of the Willow Heights property, I believe that it is clear that the proposed Morgan Manor expansion Large Scale Development is not now in violation of "a city ordinance, a state statute, or a federal statute." § 166.02(a)(2)(a)(iii). Therefore, despite any misgivings you might have about the wisdom of the Fayetteville Housing Authority's decision of the "Transfer of Assistance" from Willow Heights to Morgan Manor to enable

the construction proposed by its LSD, the Planning Commission may only consider whether any of the six factors listed in § 166.02(a) justify rejection of the LSD.

The Planning Department has informed you that the Fayetteville Housing Authority's proposed Large Scale Development meets all the minimum standards imposed by the Unified Development Code including not creating or compounding a dangerous traffic condition.

The Arkansas Supreme Court has clearly held:

"When a subdivision ordinance specifies minimum standards to which a preliminary plat must conform, it is arbitrary as a matter of law to deny approval of a plat that meets those standards." Richardson v. City of Little Rock Planning Commission, 295 Ark. 189, 747 S.W. 2d 116, 117 (1988).

The wisdom of the proposed development is not a factor or consideration that the Planning Commission (or on appeal, the City Council) can legally consider. The property owner (in this case the Fayetteville Housing Authority) has the discretion to determine the advisability of its project. **The Planning Commission has no power or authority to question the property owner's rationale or reasons supporting its development decisions.**

From the HUD's letter dated August 1, 2017, it appears that the Fayetteville Housing Authority has properly followed HUD requirements to this point. Therefore, the Planning Commission must legally restrict its approval/rejection decision only upon the six factors found in § 166.02(a) which I have attached.



FPM

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
Little Rock Field Office, Region VI
Office of the Field Office Director
425 West Capitol Avenue, Suite 1000
Little Rock, AR 72201
Phone (501) 918-5700 - Fax (501) 324-6142
www.hud.gov espanol.hud.gov

August 1, 2017

Mr. Kit Williams, Attorney
City of Fayetteville
113 W. Mountain St., Suite 302
Fayetteville, AR 72701

Dear Mr. Williams:

Thank you for your letter on July 3, 2017, in regards to the sale of the Fayetteville Housing Authority's Willow Heights property in Fayetteville, Arkansas.

According to the Department's Office of Recapitalization, under the Rental Assistance Demonstration program (RAD), a Public Housing Authority (PHA) may propose a "Transfer of Assistance (TOA)", per Section 1.4.A.12 of the RAD Notice. A PHA can only be approved for a TOA for good-cause, generally meaning that the project is physically obsolete. Indeed, the Fayetteville PHA has requested and received approval on May 17, 2017, for a TOA. Here is the narrative from their TOA request:

"The current units are located on a hillside site that would be cost-prohibitive to redevelop. There have been issues with foundations shifting and the need to construct retaining walls to maintain the current units. There is available land that the Housing Authority already owns that would accommodate reconstruction of the existing units. We propose to relocate the existing residents of the 40 public housing units at Willow Heights to new units to be constructed on vacant land adjacent to our existing Morgan Manor community. The new site at S. Wood Avenue and 12th Place is less than one mile from the existing site. The current site is on a hillside that would be cost-prohibitive to redevelop. There are current problems related to the slope of the property, including the need to install retaining walls. The residents will be relocated to brand new, energy efficient units with comparable access to employment and transportation. All of the existing residents at Willow Heights will be accommodated at the new location and will be able to move into a brand new apartment with modern, energy efficient amenities. The students will attend the same schools they currently attend and the site offers similar transportation and employment opportunities. The new site is less than one mile from the existing site."

The Office of Recapitalization has confirmed that the above explanation is consistent with the authority under the RAD Notice.

Some constituents have expressed concern about the possible sale of the land at a price that would provide a windfall to whomever is buying it. Section 1.4.A.12.b of the RAD Notice addresses the disposition of PHA property in the event of a TOA at closing. In that instance, the PHA must either sell or lease the property at closing for Fair Market Value to a third party and use the proceeds to support another RAD project or to support other affordable housing; or sell the land to be used for affordable housing. Also, if these sales do not occur within a year of closing, the PHA would have to go through the HUD Special Applications Center (located in Chicago) for future disposition, under 24 CFR Part 200.

The Willow Heights project received a "Commitment to Enter into a Housing Assistance Payment," or CHAP, on February 26, 2017, and is not expected to submit a financing plan until February 5, 2018. Therefore, it is still early in the pre-development stage. The PHA is prohibited from releasing this land on its own, and all sales would have to be approved by HUD. To date, HUD has not approved the sale of the Willow Heights project.

Thank you for your interest in the Department's policies and programs. Should you have further questions about this project, please contact Mr. Johnny Wooley, Director of Public Housing, at (501) 918-5750.

Sincerely,



Wanda C. Merritt
Field Office Director

Correspondence Code 6FMA	Originator	Concurrence	Concurrence	Concurrence
Name				
Date	8/1/17	8/1/17	8/1/17	
Yellow cc	Yellow	White	Blue	Green

KIT WILLIAMS
FAYETTEVILLE CITY ATTORNEY

Blake E. Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

Phone 479.575.8313
cityattorney@fayetteville-ar.gov



113 W. Mountain Street, Suite 302
Fayetteville, AR 72701-6083

July 3, 2017

Ms. Lavern Collier
Office of Public Housing
U.S. Department of Housing and Urban Development
425 West Capitol Avenue, Suite 900
Little Rock, AR 72201-3488

Re: Sale of Willow Heights Housing in Fayetteville, Arkansas

Dear Ms. Collier:

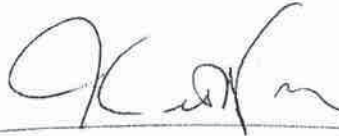
The City Administration has asked me to look into a question about the Fayetteville Housing Authority's possible sale of Willow Heights (5.32 acres with 40 townhouses/apartments) for about \$1,250,000.00 in order to help finance its proposed construction of new apartment buildings with about 58 total rental units including some market rate apartments at Morgan Manor. All forty of Willow Heights public housing units' tenants will be moved to Morgan Manor (if they so desire) by the Fayetteville Housing Authority. At that point, the HUD support for public housing or Section 8 housing will be transferred to Morgan Manor and HUD will be requested to remove any land title restrictions (or other regulatory requirements) on Willow Heights so that it can be sold without any need to comply with Section 18 of the Housing Act nor the Inventory Removal Application form (#2577-0075).

If the Fayetteville Housing Authority fully and successfully accomplishes all of the above tasks concerning the construction of the new apartments at Morgan Manor, the moving of all of the tenants to Morgan Manor and the transfer of HUD credits from Willow Heights to Morgan Manor, will HUD release all of its interest to and in Willow Heights and so allow the Fayetteville Housing Authority to sell Willow Heights to a

commercial buyer under whatever terms that are determined to be best by the Fayetteville Housing Authority?

I am no specialist in HUD regulations and statutes. If my question does not make sense or cannot be answered without further information, please call me at (479) 573-8313. Thank you so much for taking time to read this letter of inquiry and for making the effort to answer my question.

With kindest regards,

A handwritten signature in black ink, appearing to read 'Kit Williams', written over a horizontal line.

KIT WILLIAMS

Fayetteville City Attorney

cc: Mayor Jordan
Don Marr
Paul Becker

FAYETTEVILLE CODE OF ORDINANCES
TITLE XV UNIFIED DEVELOPMENT CODE

- (2) *Subdivision Committee and Planning Commission Approval.* The following applications shall be approved by the Subdivision Committee or Planning Commission, subject to the criteria listed below: Large scale development, preliminary plat and concurrent plat.
- (a) *Reasons For Denial.* The Subdivision Committee or Planning Commission may refuse to approve a large scale development, preliminary plat or concurrent plat for any of the following reasons:
- (i) The plat or development plan is not submitted in accordance with the requirements of this chapter.
 - (ii) The proposed development would violate a city ordinance, a state statute, or a federal statute.
 - (iii) The developer refuses to dedicate the street right-of-way, utility easements or drainage easements required by this chapter.
 - (iv) The proposed development would create or compound a dangerous traffic condition. For the purpose of this section, a dangerous traffic condition shall be construed to mean a traffic condition in which the risk of accidents involving motor vehicles is significant due to factors such as, but not limited to, high traffic volume, topography, or the nature of the traffic pattern.
 - (v) City water and sewer is not readily available to the property within the large scale development, preliminary plat, or concurrent plat and the developer has made no provision for extending such service to the development.
 - (vi) The developer refused to comply with ordinance requirements or conditions of approval for on-site and off-site improvements.
- (D) *Plat Recordation or Construction Plan Approval.* After obtaining approval by the appropriate governing body, the applicant shall follow the procedures set forth below in order to record the plat or obtain construction plan approval.
- (1) *Property Line Adjustment, Lot Split, Final Plat, Concurrent Plat.* The applicant shall submit copies of the approved plats containing all required signatures to the Planning Division for final approval. The plats shall be recorded by the applicant and copies of the recorded plats provided to the Planning Division as required.
- (2) *Preliminary Plat, Large Scale Development and Large Site Improvement Plan.* Receipt of the approval authorizes the applicant to proceed with:
- (a) The preparation of plans, reports and specifications in accordance with City Engineering requirements including but not limited to:
- (i) Street plans, profiles and specification accompanied by soil analyses and design calculations;
 - (ii) Storm drainage plans, profiles and specifications accompanied by soil analyses and design calculations; and
 - (iii) Water and sewer plans, profiles and specifications, accompanied by design calculations, to be reviewed and approved by City Engineering.



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DEPARTMENTAL CORRESPONDENCE



Kit Williams
City Attorney

Blake Pennington
Assistant City Attorney

Rhonda Lynch
Paralegal

TO: **Mayor Jordan**
City Council
Planning Commissioners
Deniece Smiley, Executive Director of the Fayetteville Housing
Authority

CC: **Don Marr**, Chief of Staff
Paul Becker, Chief Financial Officer
Andrew Garner, Planning Director
Chris Brown, City Engineer
Mark Whitaker, Building Safety Director

FROM: **Kit Williams**, City Attorney

DATE: **June 22, 2017**

RE: **Willow Heights, Morgan Manor and the Fayetteville Housing
Authority**

IMPACT FEES

The Freedom of Information Act is an effective and vital tool that citizens can use to uncover important information from public entities. My thanks go to Melissa Terry and Allison Quinlan who have used the FOIA to clarify what the Fayetteville Housing Authority is proposing for their Morgan Manor project and how that project is tied to the sale and demolition of the current Willow Heights housing project.

One thing that I did not know when I initially determined that impact fees should be waived for what I thought was public housing for a non-profit semi-government entity (the Fayetteville Public Housing Authority) is that the real entity seeking authority to build the apartment building at Morgan Manor was "a for-profit entity mostly owned by outside investors."

Fayetteville Public Housing Authority attorney Jim Crouch, email of March 22, 2017. Jim Crouch is an excellent and trusted attorney who has represented the Fayetteville Housing Authority for decades. He continues with his analysis of Fayetteville's impact fee code in that email.

"I also looked back at the exemption language of the Fayetteville ordinance. I just don't know how we get past the requirement that it be a "non-profit" multi-family project, not to mention that to my knowledge it does not fall under the proper funding source, i.e. Community Block Grants, HUD loans, etc."
Id.

I now know that Mr. Crouch was 100% correct. However, I had believed that the Fayetteville Housing Authority was the actual entity proposing a Large Scale Development, not "a for-profit entity mostly owned by outside investors" when I wrote my memo of March 24, 2017 entitled **"Non-Profit Multi-Family Supportive Housing Shall be Exempted from Payment of Building Fees" and "Impact Fees" Chapter 159, Unified Development Code.**

Although the Fayetteville Housing Authority has presented this as its project, I believe that a for-profit entity will actually own 99.99% of the apartment building and receive all of the rents from this project for the next 15 years. I also now believe that some of the apartments in this proposed apartment building are intended to be market rate apartments rather than "supportive housing" for "low income individuals". For all practical purposes this is the project of a for-profit business and therefore, clearly not eligible for any impact fee exemption. I hereby withdraw my earlier memos and letter of March 28 recommending an exemption of impact fees.

My March 28, 2017 letter was based on and dependent upon my misunderstanding that the Morgan Manor development was a project by a non-profit entity (the Fayetteville Housing Authority). With the information obtained through the FOIA, I now understand that the real party in interest is a private, for-profit apartment builder. I stated in my letter the following:

"A private, for-profit apartment builder which constructed 58 apartments would be required to pay the following impact fees:

(1)	Water Impact Fee:	\$ 40,078.00
(2)	Waste Water Impact Fee:	\$ 35,960.00
(3)	Parkland Fee:	\$ 32,480.00
(4)	Police/Public Safety Impact Fee:	\$ 9,396.00
(5)	Fire Protection Impact Fee:	\$ 8,700.00

Total: \$126,614.00"

Fayetteville's earlier proposed exemption of this Morgan Manor apartment building construction from impact fees must now be withdrawn. I now recommend to all of the City's Impact Fee Administrators to impose the normal impact fees required by the Unified Development Code which should total about \$126,000.00

CONSIDERATION OF LARGE SCALE DEVELOPMENT

For over 15 years, I have reminded the City Council and Planning Commission that a Large Scale Development can only be rejected for one of the six stated reasons found in the Unified Development Code. The second of those reasons is: "(b) The proposed development would violate a city ordinance, a state statute, or a federal statute." § 166.02(C)(1)(a)(iii) I do not believe that a Large Scale Development has been denied for such a violation of the law during my sixteen years of service as City Attorney.

I am not yet prepared to opine whether this proposed project has violated federal law despite evidence uncovered through the FOIA that has caused me concerns that this project may not have fully complied with all HUD regulations. It appears that the Fayetteville Housing Authority has not obtained an independent appraisal of the Willow Heights property which appears to usually be required prior to a sale. Some other possible requirements regarding consulting with current tenants, appraisals of any rehabilitation costs of Willow Heights units and the lack of an express letter of support from Fayetteville Mayor Lioneld Jordan (as show in HUD regulations) also appear to be potential weaknesses for this project.

I am certainly not an expert on these HUD regulations and requirements, but I am concerned enough to request that the Planning Commission table this proposed Large Scale Development as we continue

our research and analysis. It appears that the sale of Willow Heights is an integral and necessary part of the funding to enable the apartment building to be financed and constructed. Therefore, the propriety and legality of the proposed sale of Willow Heights, especially the Fayetteville Housing Authority's full compliance with all federal regulations should be reviewed before it would be appropriate to approve a Large Scale Development dependent upon this proposed sale.

By this memo, I do not intend to criticize nor cast aspersions on any member of the Fayetteville Housing Authority who are all well-meaning, compassionate and public spirited volunteers. I also present no criticism of the Executive Director Deniece Smiley or attorney Jim Crouch, both of whom I have known and respected for decades. I simply need additional time to examine and evaluate the new information provided to me by Melissa Terry and Allison Quinlan and receive additional information and explanation from attorney Jim Crouch concerning various issues. This proposed project and the existing Willow Heights housing development are simply too important for our citizens to rush to a final decision on the proposed Large Scale Development at Morgan Manor.

TO: Harry Davis, Planner

FROM: Battalion Chief Brian Sloat, Deputy Fire Marshal

DATE: June 8, 2017

SUBJECT: 17-5775 LSD 324 E. 12th Place/ Morgan Manor Apartments Addition

The Fire Department has the following conditions of approval. The Arkansas Fire Prevention Code, 2012 Edition, Volume 1 (AFPC) was referenced with the code sections indicated:

It is not clear that a Fire Hydrant meets the 100' proximity to the Fire Department Connection for the 24 unit, 3-story building in the Northeast corner of the proposed project. This must be indicated on future permit submittals.

- **912.2.3 Proximity to hydrant.** Fire department connections for each sprinkler system or standpipe system shall be located not more than 100 feet (3048 mm) from the nearest fire hydrant connected to an approved water supply measured along the path of vehicle travel.

All roads that meet the definition of a fire apparatus access road shall be posted in accordance with Appendix D of the AFPC, "NO PARKING—FIRE LANE"

- **503.3 Marking.** Approved signs or other approved notices or markings that include the words NO PARKING—FIRE LANE shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. Signs shall be located at each end of a painted curb, and additionally in between so that the maximum separation between the signs is 100 feet (30 m) as measured along the centerline of the fire apparatus road.



TO: Harry Davis, Planner

FROM: Corey Granderson, Staff Engineer

DATE: May 30, 2017

SUBJECT: Subdivision Committee Engineering Comments for LSD 17-5775 Morgan Manor Apartments

Plan Comments:

1. "Office/Community" Building is shown too close to existing waterline. Maintain 10FT minimum separation from edge of footing and provide additional utility easements if not in place for 20FT width centered on water line.

Drainage Comments:

1. (Previous Comment) The drainage report narrative must provide a clear statement of the following for each overall study point:
 - a. Existing impervious area in project limits
 - b. Proposed impervious area in project limits
 - c. Increase in impervious area
 - d. Impervious area draining to water quality features
 - e. Impervious area NOT draining to a water quality feature
2. Much of this drainage report contains a mixture of calculations/terminology from two stand-alone methods presented in the Drainage Criteria Manual. Please chose either Chapter 4 (WQv) or Chapter 5 (Rv) methodology and do not intermix.
3. Drainage area "GSP-5" shows roof drainage being sent to a Bioretention area but the plans do not show how this water will get to the Bioretention area. Please clarify.
4. Where are the underdrains for the Bioretention areas, and where do they tie-in?
5. Please clearly show the PRE/POST peak flowrates for all storms at study point #2 and demonstrate that no increases in peak flowrate will occur.
6. The drainage design appears to be feasible at this time; a detailed review will occur at the time of construction-level review. Further comments may be pending.

Standard Comments:

1. All designs are subject to the City's latest design criteria (water, sewer, streets and drainage). Review for plat approval is not approval of public improvements, and all proposed improvements are subject to further review at the time construction plans are submitted.
2. Any damage to the existing public street due to construction shall be repaired/replaced at the owner/developers expense
3. Water and sewer impact fees will apply for the additional impact to the system. The fees will be based on the proposed meter size and will be charged at the time of meter set.

4. Fire Line monthly fees will be applied based on the size of the riser penetrating the slab. See Chapter 51.136 of the Unified Development Code for table of fees associated with pipe diameter.
5. Commercial structures that may require a fire sprinkler system must obtain a fire flow study submitted and approved by the fire department prior to approval of the project.
6. Prior to engineering approval of the **building permit**, either the required public improvements must be installed and accepted, or performance bonds in the amount of 150% of the construction cost for all public improvements must be submitted, accompanied by a unit price estimate approved by the Engineering Division.
7. Note, the following portions of all projects will typically not be reviewed by the Engineering Division until time of construction-level review (unless specifically requested at plat review):
 - o Storm Sewer pipe/inlet sizing, gutter spread, profiles, or utility conflicts
 - o Sanitary Sewer pipe sizing, profiles, or utility conflicts
 - o Waterline fittings, callouts, or utility conflicts
 - o Street profiles
 - o Fine grading/spot elevations
8. The Engineer of Record shall:
 - a. Review and approve material submittals. Approved submittals shall be submitted to the City for concurrence before grading permit is issued.
 - b. Perform "Full Time" Inspection for the utility installation and shall be "In- Charge" of the approval testing.
 - c. Provide a qualified representative for all testing and inspection.
 - d. Schedule testing with the Public Works Inspector.
 - e. Authorize geotechnical testing laboratory to provide reports directly to City in PDF format. Reports shall be submitted in a timely manner.
 - f. Prepare material data sheets and test reports required by the specifications.
 - g. Insure that daily inspection reports and data sheets are submitted to the City of Fayetteville's public works inspector weekly in PDF format.
9. 2012 Standard Water & Sanitary Sewer Specifications & Details apply
10. Demolition shall not begin until the appropriate erosion control measures and required tree preservation fencing are installed
11. Prior to **Project Acceptance** (Certificate of Occupancy or Temporary Certificate of Occupancy) the following items must be performed or provided to the satisfaction of the Engineering Department:
 - h. The work shown on the civil site package must be complete and the items on the final punch list completed.
 - i. Vegetation must be established and perimeter erosion controls removed.
 - j. One (1) set of as-built drawings of the complete project (excluding details) as a hard copy, digital file .dwg, and PDF format;
 - i. Public infrastructure and services shall be surveyed after installation in relation to easements, property lines, and rights-of-way.
 1. More than 2 ft deviation of design alignment of shall require new easement dedication or adjustment of the utility/storm drain.

- ii. Sanitary Sewer, and Storm Drainage (Including Private) elevations must be verified and updated. (Elevations out of design tolerance must be corrected)
- iii. Street Centerline, Width, Profiles and Cross slopes shall be verified.
 - 1. More than 6 inches deviation of design alignment of shall require new right of way dedication or adjustment of the street section.
- iv. Adequate verification survey to confirm accuracy of drainage report.
- v. As-builts should include the following information in a table; Linear Feet of new public streets, sidewalk (categorized by width), waterline, and sanitary sewer. Square feet of newly dedicated right-of-way.
- k. Unit price construction costs for review and approval and a single 2 year maintenance bonds in the amount of 25% of the public improvements;
- l. Certification that the streets, sidewalk, storm sewer, water, fire line, and sewer lines, etc., were installed per approved plans and City of Fayetteville requirements;
 - i. Provide all Inspection Reports; approved submittals; Data Forms from Utility Specifications (Including Consultants sewer TV report); compaction test results, etc...
- m. Certification that the designed retaining walls were installed per approved plans and City of Fayetteville requirements (Inspection and Testing Reports required);
- n. Cross Sections, Volume Calculations, and Certification Retention/Detention Ponds are in accordance with the approved Drainage Report.
- o. Surveyor's Certification of Compliance for monuments and property pins.
- p. The As- Built Final Drainage Report in PDF format updated per as-built invert, slope, inlet opening, road profile, cross slope, etc...

Davis, Harry

From: Porter, Lee
Sent: Tuesday, June 06, 2017 4:56 PM
To: Davis, Harry
Subject: Morgan Manor

Hey Harry –

The Morgan Manor review is complete and in the ETC. There are two major items for UF:

1. THEY NEED TO SHOW HOW THEY ARE GOING TO ROOT PRUNE OR MINIMIZE DAMAGE TO THE TREE CANOPY IN THE CENTER OF THE SITE THAT THEY SAY THEY ARE PRESERVING. (Yes, in all caps to emphasize importance) Otherwise, the canopy will not be counted as preserved.
2. Landscape Plans need to signed by a registered Landscape Architect.

Let me know if you have questions.

Thanks!
Lee

Lee Porter
Urban Forester
Parks & Recreation Department
City of Fayetteville, Arkansas
lporter@fayetteville-ar.gov
T 479.444.3486





TREE PRESERVATION AND PROTECTION – Chapter 167

To: Fayetteville Housing Authority and Blew + Associates

From: Lee Porter, Urban Forestry

CC: Harry Davis, Planner

Date: June 6, 2017

Subject: LSD 17-5775 : Morgan Manor Apartments Addition : Planning Commission Review Comments

Requirements Submitted:

Y	Initial Review with the Urban Forester
Y	Site Analysis Map Submitted (if justification is needed)
NA	Site Analysis Written Report Submitted (justification is needed)
N	Complete Tree Preservation Plan Submitted
N	Tree Mitigation Table on Plans
NA	Tree Preservation Waiver Submitted (only use if no trees onsite or near P/L)

TREE PRESRVATION CALCULATIONS

- Total Site Area* is property line minus Master Street Plan ROW, existing easements, and Dedicated Parkland
- Existing Tree Canopy* is total tree canopy minus Master Street Plan ROW and existing easement.

Tree Preservation Calculations		
	Square Feet	Percent of site
Total Site Area *Minus Right of Way and Easements	310,594	100%
Zoning Designation * Select Below with drop down arrow		
DG, Downtown General	31,059	10%
HHOD * Select Below with Drop Down Arrow		
No	0	0%
Total Canopy for Minimum Preservation Requirements	31,059	10.0%
Existing Tree Canopy * Minus Right of Way and Easements	22,431	7.2%
Tree Canopy Preserved	20,018	6.4%
Tree Canopy Removed *On Site	2,413	0.8%
Tree Canopy Removed *Off Site	0	
Tree Canopy Removed Total	2,413	0.8%
Removed Below Minimum	11,041	
Mitigation Requirements	2,413	

Tree Canopy Mitigation:

Canopy Below Required	Preservation Priority/Type	Forestation Base Density (ft2)	Number of 2" caliper trees to be planted
2143	High Priority	218	11
0	Mid Priority	290	0
0	Low Priority	436	0
Total Mitigation			11

Mitigation Type Requested	Qty	Each	Total Cost
On-site Mitigation		11	
Off-site Mitigation			
Tree Escrow		\$675	
Total Mitigation		11	

Mitigation Type Requested: No Tree Preservation Calculations Provided

☒ On-Site ☐ Off-Site ☐ Tree Escrow ☐ Not Requested Yet

Mitigation Type Requested Approved: ☒ YES ☐ NO

TREE PROTECTION PLAN CHECKLISTS AND COMMENTS:

Plan Checklist:

Yes = submitted by applicant

No = required by City Code but not included on submitted plan

NA = not applicable

The Site Analysis Plan [167.04(H)(1)]

Tech Plat	SD	PC	Site Analysis Plan Components
Yes	Yes	Yes	5 year aerial check on existing trees
Yes	Yes	Yes	Property Boundary
Yes	Yes	Yes	Natural Features 100ft beyond property line shown
Yes	Yes	Yes	Existing Topography with slopes $\leq 15\%$ highlighted
Yes	Yes	Yes	Soils
Yes	Yes	Yes	Significant Tree(s): 24", 18" and 8" DBH
Yes	Yes	Yes	Table listing Sig. Trees with species, size, health, priority.
NA	NA	NA	Grouping of Trees: all other trees that do not meet significant requirements.
Yes	Yes	Yes	Table listing Grouped Trees with average species, size, health, priority
Yes	Yes	Yes	All existing utilities
NA	NA	NA	All perennial and intermittent streams with approximate center line
NA	NA	NA	Floodplains/Floodways
Yes	Yes	Yes	Existing street, sidewalk or bike path ROW
Yes	Yes	Yes	Submitted Site Analysis Plan

The Analysis Plan Report [167.04(H)(4)]

Tech Plat	SD	PC	Analysis Plan Report Components
No	Yes	Yes	Detail Design Approaches used to minimize damage to OR removal of existing canopy
No	Yes	Yes	Justification for removal of individual or groupings of trees/canopy

No	Yes	Yes	Details providing information on on-site mitigation OR off-site alternatives
No	Yes	Yes	Submitted Analysis Report/Statement – Note the process, iterations, and approaches with tree preservation in mind.

Tree Preservation Plan [167.04(H)(2)]

Tech Plat	SD	PC	Tree Preservation Plan Components
Yes	Yes	Yes	Shows ALL Proposed Site Improvements
Yes	Yes	Yes	Delineates trees/canopy to be preserved and removed
Yes	Yes	Yes	Delineates existing and proposed grading
Yes	Yes	Yes	Depict limits of soil disturbance
			Detail methods that will be used to protect trees during construction:
Yes	Yes	No	1. Tree Protection Fencing
NA	NA	No	2. Limits of Root Pruning
Yes	Yes	Yes	3. Traffic flow on work site
No	No	Yes	4. Location of material storage
No	No	Yes	5. Location of concrete wash out – move outside of trees to be saved
NA	NA	NA	6. Location of construction entrance/exit
Yes	Yes	Yes	Location of ALL existing and new utility/drainage easements

Conditions of Approval:

Urban Forestry recommends approval of the Tree Preservation Plan with the following conditions of approval:

1. Address items above marked “No” and all Redlines provided.
2. Please show Tree Preservation Fencing.
3. Please explain how trees will be root pruned to save the canopy on site where development is going to happen underneath. If no explanation is provided, the tree canopy will be counted as removed.



LANDSCAPE REGULATIONS – Chapter 177

To: Fayetteville Housing Authority and Blew + Associates

From: Lee Porter, Urban Forestry

CC: Andrew Garner, Planning Director

Date: June 6, 2017

Subject: LSD 17-5775 : Morgan Manor Apartments Addition : Planning Commission Review Comments

Applicable Requirements:

Y	Site Development & Parking Lot Standards
Y	Street Tree Planting Standards
NA	Stormwater Facilities

Plan Checklist:

Yes = submitted by applicant

No = required by City Code but not included on submitted plan

NA = not applicable

Tech Plat	SC	PC	All Landscape Plans
Yes	Yes	Yes	Irrigation <i>notes either automatic or hose bib 100' o.c.</i> (177.03A.7.g & 177.04.B.3.a)
Yes	Yes	Yes	Species of plant material identified (177.03.A.7.d & e)
Yes	Yes	Yes	Size of plant material at time of installation indicated minimum size 2" caliper for trees and 3 gal. shrubs (177.03.A.7.b & c)
Yes	Yes	Yes	Soil amendments <i>notes include that soil is amended and sod removed</i> (177.03.C.6.b)
Yes	Yes	Yes	Mulch <i>notes indicate organic mulching around trees and within landscape beds</i> (177.03.C.6.c & d)
No	No	No	LSD and Subdivisions plans stamped by a licensed Landscape Architect, others by Landscape Designer (177.03.B)
NA	NA	Yes	Planting bed contained by edging (177.03.C.6.f)
Yes	Yes	Yes	Planting details according to Fayetteville's Landscape Manual (177.03.C.6.g)

Tech Plat	SC	PC	Site Development & Parking Lot Standards
Yes	Yes	Yes	Wheel stops/ curbs (177.04.B.1)
Yes	Yes	Yes	Interior landscaping (177.04.C) <i>Narrow tree lawn (8' min width, 37.5' min length/ 1 tree per 12 spaces) OR Tree island (8' min. width, 18.7' min. length/1 tree per 12 spaces) All parking lot trees must be deciduous (177.04.C.3)</i>
NA	NA	NA	Placement of Trees (177.04.C.2) <i>Either side at points of access (entrance/exit)</i>
Yes	Yes	Yes	Perimeter landscaping (177.04.D) <i>Side and rear property lines (5' wide landscaped) Front property line (15' wide landscape) (177.04.D.2.a) Shade trees planted on south and west sides of parking lots (177.04.D.2.e) Parking lot adjacent to R.O.W.- continuous row planting of shrubs - 50% evergreen. Remaining landscaping to be ground cover and / or turf.) (177.04.D.4a) NOTE: Shade trees are described in street tree planting standards</i>
Tech Plat	SC	PC	Street Tree Planting Standards (time of F.P. or permit) (177.05)
NA	NA	NA	Residential Subdivisions- 1 large species shade tree/ lot tree planted within R.O.W. if possible
Yes	Yes	Yes	Nonresidential Subdivision- 1 large species shade tree/30 L.F. tree planted within 15-25' greenspace
NA	NA	NA	Urban Tree Wells-urban streetscape only- 8' sidewalk , trees every 30 L.F. (177.05.B.3.a-f)
NA	NA	NA	Structural Soil-if urban wells are used, a note or detail of structural soil must be indicated on the landscape plan and inspected at time of construction.
NA	NA	NA	Timing of planting indicated on plans (subdivisions only) (177.05.A.4)
NA	NA	NA	Written description of the method for tracking plantings (177.05.A.4.e)
Yes	Yes	Yes	Plan contains 3-year Maintenance and Monitoring Agreement. The owner shall deposit with the City of Fayetteville a surety for approved landscape estimate. (177.05.A.2.e)
Tech Plat	SC	PC	Stormwater Facilities (time of F.P. or permit) (177.06.A – C)
5	5	5	1 deciduous or evergreen tree/ 3000 square feet
19	20	20	4 large shrubs or small trees (3 gal) / 3000 square feet
29	30	30	6 shrubs or grasses (1 gal) / 3000 square feet
Yes	Yes	Yes	Ground cover unless seed or sod is specified
Yes	Yes	Yes	50% of facility planted with grass or grass like plants

Landscape Requirements Table		
11	Mitigation Trees	3-year surety required
21	Street Trees	3-year surety required
12	Parking Trees	
5	Detention Large Trees	
20	Detention Small Trees / Large Shrubs	
30	Detention Small Shrubs	

Conditions of Approval:

Urban Forestry recommends approval of the Tree Preservation and Landscape Plan with the following conditions of approval:

1. Address all items above marked "N".
2. Plans need to be provided by a registered Landscape Architect.

[illegible][illegible]

Requirement:	1 year per \$20 of drainage minus driveway	6/22/28 ft	21 years
STREET LANDSCAPING			
	Forming:		
	Repaired:		
INTERIOR LANDSCAPING			
Requirements:	1 year per 12 parking spaces		
# of Proposed Standard Parking Spaces		54	
# of Proposed Preferred Parking Spaces		86	
# of Existing Parking Spaces		3	
# of Existing Loading Docking Spaces		43	
# of ADA Parking Spaces		7	
# of ADA Loading Zones		4	
# of Motorcycle/Tricycle Spaces		6	
Repaired:			12 years
DETENTION POND LANDSCAPING			
Requirements:	1 year per 100 sq ft		
4-acre shallow (total area 300,000 sq ft)		3 years	
6-ft-deep (total area 300,000 sq ft)		10 ft planting buffer	
Surface Area = 10 ft buffer		1500 ft	
Repaired:			5 years
			20 years

[illegible]

Question ID#	Question/Problem	Category	Comments
DETENTION THERE			
Q100000000	Quorum Required	Standard Col	2° Col: 1000 and 1000000
Q100000001	2 Col: 100000000	Standard Col	2° Col: 100000000
Q100000002	2 Col: 1000000000	Standard Col	2° Col: 1000000000
Q100000003	2 Col: 10000000000	Standard Col	2° Col: 10000000000
Q100000004	2 Col: 100000000000	Standard Col	2° Col: 100000000000
Q100000005	2 Col: 1000000000000	Standard Col	2° Col: 1000000000000
Q100000006	2 Col: 10000000000000	Standard Col	2° Col: 10000000000000
Q100000007	2 Col: 100000000000000	Standard Col	2° Col: 100000000000000
Q100000008	2 Col: 1000000000000000	Standard Col	2° Col: 1000000000000000
Q100000009	2 Col: 10000000000000000	Standard Col	2° Col: 10000000000000000
Q100000010	2 Col: 100000000000000000	Standard Col	2° Col: 100000000000000000
Q100000011	2 Col: 1000000000000000000	Standard Col	2° Col: 1000000000000000000
Q100000012	2 Col: 10000000000000000000	Standard Col	2° Col: 10000000000000000000
Q100000013	2 Col: 100000000000000000000	Standard Col	2° Col: 100000000000000000000
Q100000014	2 Col: 1000000000000000000000	Standard Col	2° Col: 1000000000000000000000
Q100000015	2 Col: 10000000000000000000000	Standard Col	2° Col: 10000000000000000000000
Q100000016	2 Col: 100000000000000000000000	Standard Col	2° Col: 100000000000000000000000
Q100000017	2 Col: 1000000000000000000000000	Standard Col	2° Col: 1000000000000000000000000
Q100000018	2 Col: 10000000000000000000000000	Standard Col	2° Col: 10000000000000000000000000
Q100000019	2 Col: 100000000000000000000000000	Standard Col	2° Col: 100000000000000000000000000
Q100000020	2 Col: 1000000000000000000000000000	Standard Col	2° Col: 1000000000000000000000000000
Q100000021	2 Col: 10000000000000000000000000000	Standard Col	2° Col: 10000000000000000000000000000
Q100000022	2 Col: 100000000000000000000000000000	Standard Col	2° Col: 100000000000000000000000000000
Q100000023	2 Col: 1000000000000000000000000000000	Standard Col	2° Col: 1000000000000000000000000000000
Q100000024	2 Col: 10000000000000000000000000000000	Standard Col	2° Col: 10000000000000000000000000000000
Q100000025	2 Col: 100000000000000000000000000000000	Standard Col	2° Col: 100000000000000000000000000000000
Q100000026	2 Col: 1000000000000000000000000000000000	Standard Col	2° Col: 1000000000000000000000000000000000
Q100000027	2 Col: 10000000000000000000000000000000000	Standard Col	2° Col: 10000000000000000000000000000000000
Q100000028	2 Col: 100000000000000000000000000000000000	Standard Col	2° Col: 100000000000000000000000000000000000
Q100000029	2 Col: 1000000000000000000000000000000000000	Standard Col	2° Col: 1000000000000000000000000000000000000
Q100000030	2 Col: 10000000000000000000000000000000000000	Standard Col	2° Col: 10000000000000000000000000000000000000
Q100000031	2 Col: 100000000000000000000000000000000000000	Standard Col	2° Col: 100000000000000000000000000000000000000
Q100000032	2 Col: 1000000000000000000000000000000000000000	Standard Col	2° Col: 1000000000000000000000000000000000000000
Q100000033	2 Col: 100	Standard Col	2° Col: 100
Q100000034	2 Col: 1000	Standard Col	2° Col: 1000
Q100000035	2 Col: 100	Standard Col	2° Col: 100
Q100000036	2 Col: 1000	Standard Col	2° Col: 1000
Q100000037	2 Col: 100	Standard Col	2° Col: 100
Q100000038	2 Col: 1000000		

811

Know what's below.
Call before you dig.

GRAPHIC SCALE

0 10 FEET 20 30 40

1 inch = 40 ft

Number of 2" Caliper Ties to be Placed	
11	
0	
0	

E

Let Porter
Unite Your Project

[illegible]

Notes:

- 1. Only Symbols That Appear On This Sheet Are Shown in This Legend.
- 2. Soil Density For Existing Features Legend.
- 3. See Cover Sheet For Information Leds.

NOTES:

- 1. TREES SHALL BE 2" CALIBER MINIMUM.
- 2. THE HOLE FOR THE TREE SHALL BE EXCAVATED 2-3 TIMES THE SIZE OF THE ROOT BALL.
- 3. STAKE ONLY IF NECESSARY AND AS DIRECTED BY THE PROJECT MANAGER.
- 4. REMOVE ANY TWINE, ROPE, FLAGGING, WRAPPING, OR GUARDS.

[illegible]

FAYETTEVILLE HOUSING AUTHORITY
 APN: 705-157-01-000
 44425-5509-000, Parcel 1

The site plan shows a rectangular building footprint on the left, a large parking lot in the center, a playground area on the right, and a community center building at the bottom right. The plan also includes a north arrow and a scale bar.

Large Scale Development for
Morgan Ma
Fayettev

Fa

TIME OF PLANTING.

6. ROOTBALL - ROOT COLLAR SHALL BE VISIBLE. REMOVE EXCESSIVE SOIL FROM TOP OF BALL IF NEEDED. SET TOP OF BALL 1" TO 2" ABOVE FINISHED GRADE TO ALLOW FOR SETTLING. AFTER SETTING BALL IN PLANTING HOLE, CUT WAY OR REMOVE THE ENTIRE WIRE BASKET. CUT OR REMOVE ALL PORTS OF TRUNK FROM BALL. CUT AWAY OR REMOVE ALL EXCESSIVE BRANCHES. ROOTBALL BEGINS FALLING APART DURING INSTALLATION OR WHEN REMOVING THE WIRE BASKET. CUT AWAY ONLY HALF OF THE BASKET.

20. SYSTEM OF SMALL UTILITIES (HOWEVER NOT AS REQUIRED BY APPLICABLE LANDSCAPE ORDINANCE.
21. MAINTENANCE (THE CURRENT OWNER OF THE PROPERTY SHALL BE RESPONSIBLE FOR THE Ongoing MAINTENANCE OF REQUIRED LANDSCAPING.
22. REPLACEMENT LANDSCAPING (REQUIRED LANDSCAPING THAT IS DAMAGED OR DESTROYED BY ANY CAUSE OTHER THAN THE CURRENT OWNER OF THE PROPERTY, THE OWNER SHALL HAVE 60 DAYS FROM THE RECEIPT OF WRITTEN NOTICE ISSUED BY THE CITY TO REMOVE AND REPLACE ANY REQUIRED LANDSCAPING.
23. THREE (3) YEAR MAINTENANCE SURETY SHALL BE DEPOSITED FOR EACH REQUIRED STREET AND MITIGATION TREE.

NOT FOR CONSTRUCTION FOR REVIEW ONLY

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

_____ SET TREE PLUMB SO THE MAIN LEAVENER IS STRAIGHT

_____ BEGIN MUDCH 3' TO 4" AWAY FROM TRUNK
_____ 3" TO 4" OF ORGANIC MULCH
_____ NO CYPRESS MULCH SHALL BE USED.

2. Prior To Final Approval, All Required Landscaping Will Feature A Performance Bond And A Completed Landscaping Surety Form.
Prior To Final Plant, A 3-year Minimum Time Must Be Submitted With A 3-year Surety Order Of Creditability Bond, Or Cash) And Completed Landscaping Surety Form.

[illegible]

524 W. SPRINGFIELD SUITE 4 PATTERSON, CALIFORNIA 95760 OFFICE PHONE: 916-866-1886 FAX: 916-866-1883 www.4D-EWING.com		Certificate of Acknowledgment No. 15154 15154
CONTRACT NO. 2017-06-05	J. Rensick 16-576	16-576
CONTRACTING AGENCY 2017-06-05	State An Honor	An Honor
CONTRACTING AGENCY 16-576 Civil 006-Bing	16-576 Civil 006-Bing	16-576 Civil 006-Bing
CONTRACT NO. 16-576 Civil 006-Bing	16-576 Civil 006-Bing	16-576 Civil 006-Bing

2 TO 3 TIMES ROOTBALL DIAMETER

Tree Planting

Scale: 1" = 1'

EXCAVATE AND REPLACE EXISTING SOIL AND SOIL AMENDMENTS WITH A MIXTURE OF PRODUCT 100% ORGANIC WATER SOLUBLE FERTILIZER AND SOIL AMENDMENTS. WATER THOROUGHLY TO ELIMINATE HOT SPOTS. DO NOT TAMP.

NOTE: SHALLOW HOLES WITH TAPERED SIDES, BREAK DOWN OF ROUGHEN SURFACES OF THE HOLE.

SET BALL ON FIRM SOIL

UNDISTURBED SUBGRADE

Detail



CITY OF
FAYETTEVILLE
ARKANSAS

TO: Planning Division

FROM: Ken Eastin, Park Planner II

DATE: June 26, 2017

SUBJECT: Parks & Recreation Technical Plat Review Comments

Meeting Date: June 26, 2017

Item: 17-5775 LSD 324 E. 12th Place (Morgan Manor Apts. Addition)
563

Park District: SE

Zoned: DG

Billing Name & Address: Fayetteville Housing Authority
#1 North School
Fayetteville, AR 72701

	<u>Current Land Dedication Requirement</u>	<u>Money in Lieu</u>
Single Family	_____ @ 0.023 acre per unit = _____ acres	@ \$920 per unit = \$ _____
Multi Family	_____ @ 0.014 acre per unit = _____ acres	58 @ \$560 per unit = <u>\$32,480</u>

COMMENTS:

- This project has not been presented before the Parks and Recreation Advisory Board due to a previous determination that impact fees would not be applicable; however, this determination has since been rescinded.
- In lieu of a parkland dedication, fees are assessed for multi-family development for a total of 58 additional units.
- The actual amount of acreage and/or fees will be determined by the actual number of units and the park land formula at Planning Commission approval of this Large-Scale Development.
- Fees must be paid prior to issuing of building permits.

BLEW & ASSOCIATES, PA
CIVIL ENGINEERS & LAND SURVEYORS

March 28, 2017

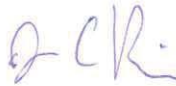
City of Fayetteville
Development Services
113 West Mountain Street
Fayetteville, AR 72703

SUBJECT: Morgan Manor Addition Large-Scale Development
 Blew Project #16-376

To Whom It May Concern:

On behalf of our client, the Fayetteville Housing Authority, we are submitting plans for a Large-Scale Development in the City of Fayetteville. The proposed development is an addition to the Morgan Manor housing complex located at 324 East 12th Place. It will consist of the construction of 58 additional dwelling units, the extension of 12th Place and 13th Place, storm water facilities, parking, utilities, landscaping, and other improvements as required by the City of Fayetteville.

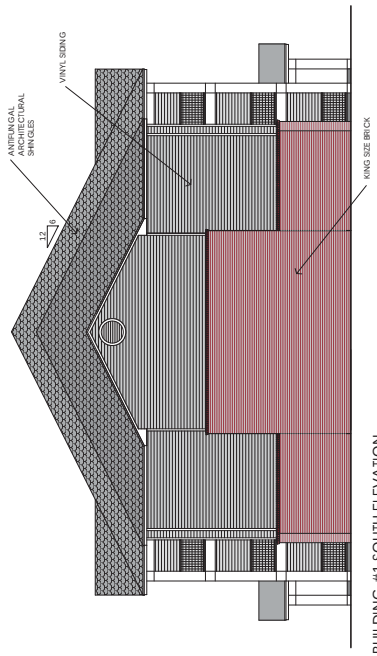
Sincerely,



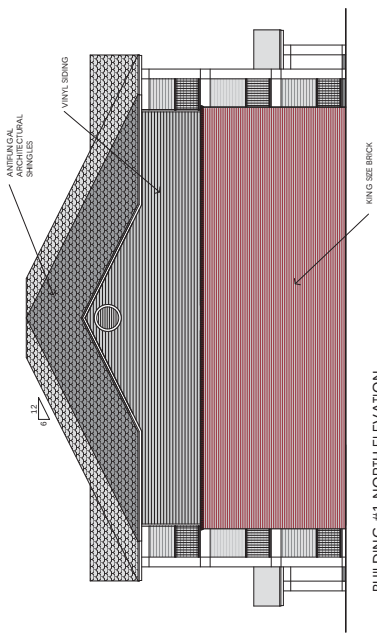
Jacob Rennick, EI
Blew & Associates, PA



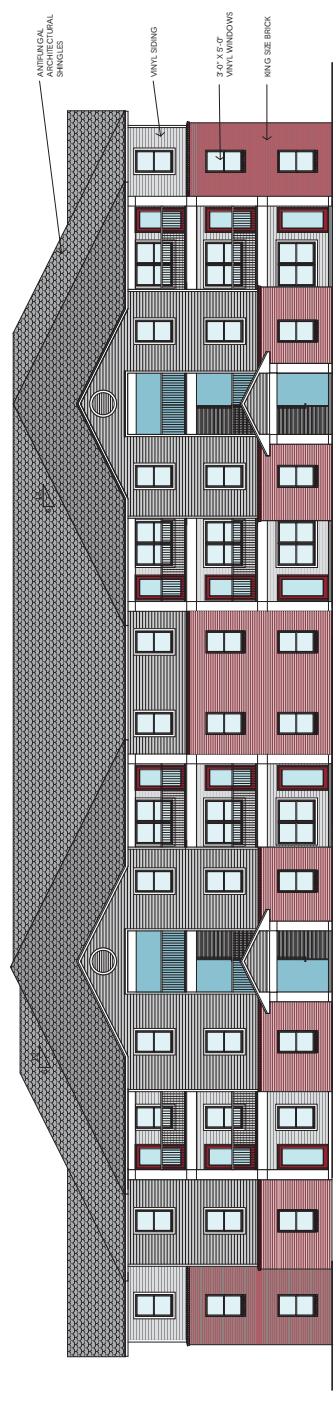
BUILDING #1 WEST ELEVATION
1/8" = 1'-0"



BUILDING #1 SOUTH ELEVATION
1/8" = 1'-0"



BUILDING #1 NORTH ELEVATION
1/8" = 1'-0"



BUILDING #1 EAST ELEVATION
1/8" = 1'-0"

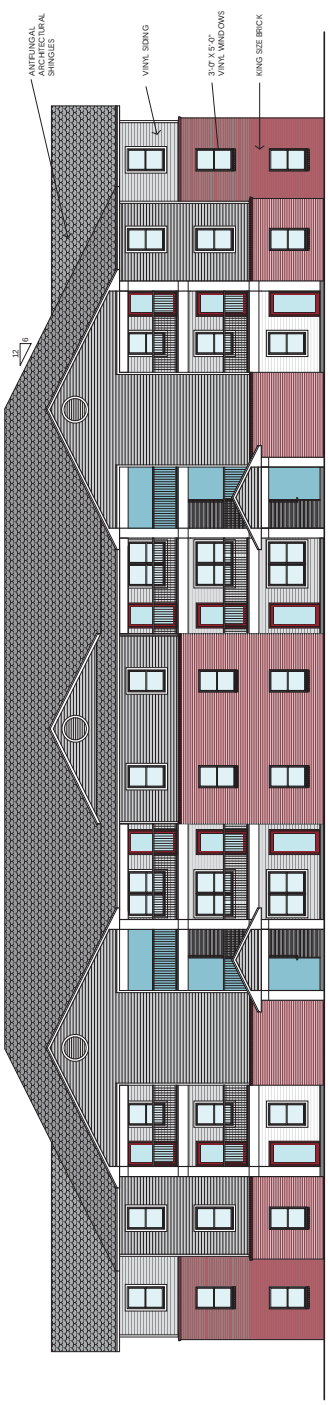
REV	DATE	DESCRIPTION

**Addition to
Morgan Manor Apartments**
Fayetteville, Arkansas

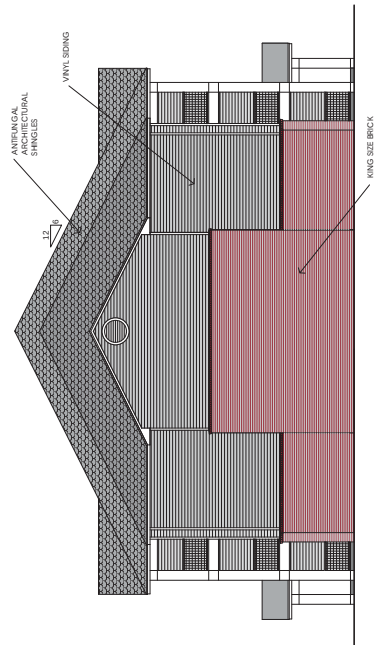
H+W
Heiple+Wiedower
Architects - Planners
318 Pres. Clinton Avenue
Fayetteville, AR 72701
(1) 501-707-0115
(1) 501-707-0118

Project No:
HW16-725
Date:
3/26/17
Sheet Title:
**BUILDING #1
ELEVATIONS**
Sheet No:

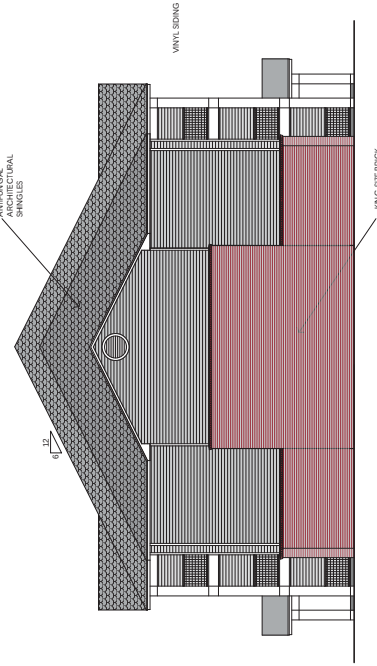
A2.1



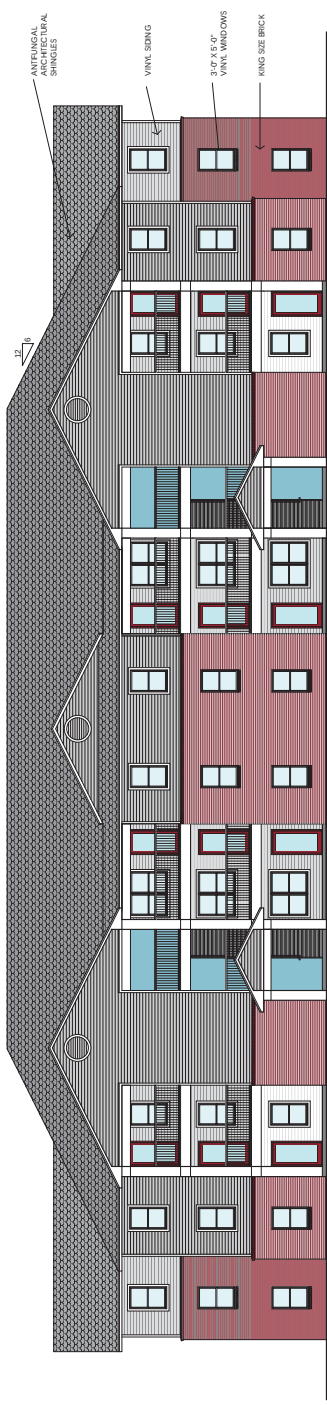
BUILDING #2 - EAST ELEVATION
1/8" = 1'-0"



BUILDING #2 - SOUTH ELEVATION
1/8" = 1'-0"



BUILDING #2 - NORTH ELEVATION
1/8" = 1'-0"



BUILDING #2 - WEST ELEVATION
1/8" = 1'-0"

REV	DATE	DESCRIPTION

**Addition to
Morgan Manor Apartments**
Fayetteville, Arkansas

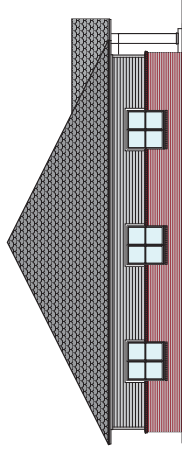
H+W
Heiple+Wiedower
Architects - Partners
319 Pres. Clinton Avenue
Little Rock, AR 72201
(501) 767-7201
(501) 501-707-0118

Project No:
HW16-725
Date:
3/26/17
Sheet Title:
**BUILDING #2
ELEVATIONS**
Sheet No:

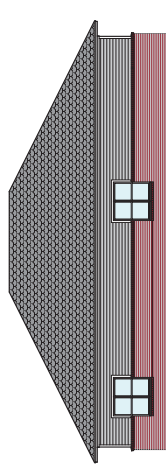
A2.2



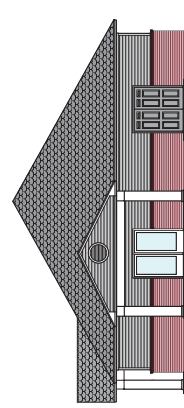
COMMUNITY BUILDING SOUTH ELEVATION
1'-8" = 1'-0"



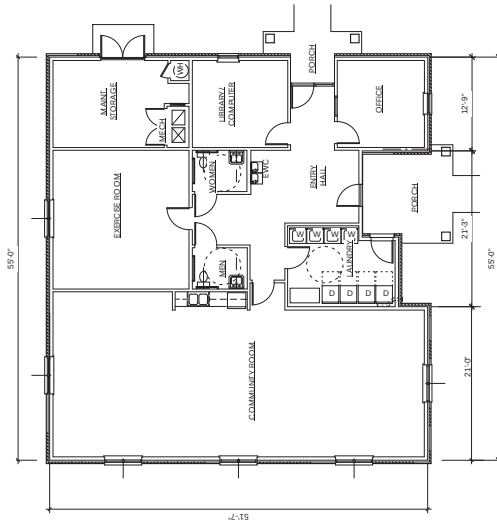
COMMUNITY BUILDING WEST ELEVATION
1'-8" = 1'-0"



COMMUNITY BUILDING NORTH ELEVATION
1'8" = 1'-0"



COMMUNITY BUILDING EAST ELEVATION
1'8" = 1'-0"



COMMUNITY BUILDING
1'8" = 1'-0" 2692 SQ.FT.



Davis, Harry

From: Alan Ostner <alan.72701@gmail.com>
Sent: Friday, April 21, 2017 2:14 PM
To: Davis, Harry
Subject: Morgan Manor Apartments Creating Dangerous Traffic Situation

Hello Mr. Davis,

As a neighbor, I am very concerned that the Morgan Manor apartment project will dangerously increase traffic on the streets of South Wood, South Washington, South College, and the segments of 12th and 13th that connect South College and Morgan Manor. Those streets are treacherous even today! People fly through there at high speeds all the time. This apartment complex will really make a dangerous traffic situation.

Best,

Alan Ostner
Landscape Architect

Davis, Harry

From: Garner, Andrew
Sent: Friday, June 16, 2017 7:59 AM
To: Davis, Harry
Subject: FW: Willow Heights - Morgan Manor Expansion

Harry,
Please save this in the public comment folder for this item and include it in the next Planning Commission packet.

Andrew Garner, AICP
City Planning Director
City of Fayetteville, Arkansas
agarner@fayetteville-ar.gov
479.575.8262
[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

From: Nola Derby [mailto:rxdx1117@gmail.com]
Sent: Thursday, June 15, 2017 5:19 PM
To: Garner, Andrew
Subject: Willow Heights - Morgan Manor Expansion

June 15, 2017

Mr. Andrew Garner and Members of the Fayetteville City Planning Commission:

As a property owner in South Fayetteville, I am writing to voice my concern on moving Willow Heights occupants to Morgan Manor via expansion of Morgan Manor. I have lived and owned property on 13th Street for 12 years. What was a relatively quiet neighborhood will soon not be with the building of 78 additional homes in the recently started "Houses at Willow Bend" mixed income housing (otherwise known as "The Projects" in other parts of the country). It has been proven around the United States that low-income units should not be concentrated in one part of a city only. It places additional burdens on the community, by increasing crime rates, increasing traffic and increasing noise.

I was concerned about the additional 78 houses in the neighborhood but became resigned to the fact that they were going to be built on a very compact footprint (7 acres). I hope that they will not change their design of the new homes, which are "cottage style", and thus fit in better with neighboring homes. Now, I am very concerned with the proposed expansion of Morgan Manor, especially, the proposal of 58 additional units to

include two three-story buildings, one two-story building, and a community center. No homes in the neighborhood are over two stories and no new buildings should be over two stories, so please maintain a height restriction for buildings in the neighborhood. With the 58 additional units to be built and the existing 52 units, Morgan Manor will more than double in size with a total of 110 units. That number combined with the 78 houses being built at Willow Bend will more than triple the size of the South Fayetteville neighborhood bounded by 15th Street, South College Ave, and E. 7th Street. Then there are the 300 homes going in a mile down the road off of 15th Street. I understand that Fayetteville would like to maintain the compact nature of the City and prevent urban sprawl, but it is getting way too crowded in South Fayetteville.

Please find another area in the City to house the current Willow Heights occupants and do not approve the expansion of Morgan Manor.

Thank you,

A Concerned South Fayetteville Property Owner.

Davis, Harry

From: Garner, Andrew
Sent: Thursday, July 06, 2017 7:52 AM
To: John Coleman
Subject: RE: Willow Heights

John,
Thank you for your comments and concerns. I will pass this along to the commission for their consideration.

Unless there is some legal loophole I'm not aware, the Planning Commission does not have the option to forward a Large Scale Development to the council for a decision. The commission is charged with reviewing a development in light of current UDC requirements and voting to approve or deny accordingly. The only way (to my knowledge) for a development to go to council is through the appeal process. I have copied the relevant sections of the UDC below. As you can see, if the project is approved, an alderman may bring an appeal to the council on behalf of a resident. The appeal would have to be filed within 10 working days from the Planning Commission decision.

Thanks,
Andrew

Andrew Garner, AICP
City Planning Director
City of Fayetteville, Arkansas
agarner@fayetteville-ar.gov
479.575.8262

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

FAYETTEVILLE UNIFIED DEVELOPMENT CODE CHAPTER 155 APPEALS

155.01 Circuit Court

Unless set forth otherwise below, all appeals from final actions taken by the City Council, Planning Commission, Board of Adjustment, Construction Board of Adjustment and Appeals, and the Zoning and Development Administrator shall be taken to the Circuit Court of Washington County.

(Code 1965, App. A., Art. 9(6); Ord. No. 1747, 6-29-70; Ord. No. 2323, 4-5-77; Ord. No. 2538, 7-3-79; Code 1991, §160.175; Ord. No. 3925, §7, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4652, 12-07-04))

155.02 Form/Time/Place

Unless an appeal is filed with the court, the following requirements shall be met:

(A) *Form.* All appeals shall be submitted in writing referencing the applicable UDC section(s) and setting out the reasons the applicant contends the decision was in error.

(B) *Time.*

(1) **Appeals.** Appeals shall be submitted within 10 working days from the date of the final action taken.

(2) *Hearings.* The entity hearing the appeal shall fix a reasonable time for hearing an appeal.

(C) *Place.* Appeals shall be filed with the following:

(1) *City Clerk.* Appeals made to the City Council shall be filed with the City Clerk.

(2) *Zoning and Development Administrator.* Appeals made to the Planning Commission or Board of Adjustment shall be filed with the Zoning and Development Administrator.

(3) *Building Safety Division Director.* Appeals made to the Board of Adjustment, [for inspecting purposes] shall be filed with the Building Safety Division Director.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4652, 12-07-04)

155.03 Stay

An appeal shall stay all proceedings in furtherance of the action appealed from unless the person in charge of administration of the chapter certified that a stay would, in their opinion cause imminent peril to life or property.

(Code 1965, App. A., Art. 13(3); Ord. No. 1747, 6-29-70; Code 1991, §160.173; Ord. No. 4100, §2 (Ex. A), 6-16-98)

155.04 Alderman Appeal On Behalf Of Resident

An alderman may bring an appeal on behalf of any resident of the city a decision by the Planning Commission to approve or deny the requests as set forth below.

(Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 5296, 12-15-09)

155.05 Appeals From Planning Commission Decisions

(A) *Appeals to City Council.*

(1) Owners of record of the property being considered may appeal a decision by the Planning Commission to deny the following requests, in accordance with the procedures set forth in §155.02.

- (a) Annexation
- (b) Rezoning
- (c) Planned Zoning District
- (d) Subdivision (Preliminary Plat, Final Plat, Concurrent Plat, Lot split)
- (e) Large Scale Development
- (f) Vacation of utility easement, access easement, public right-of-way
- (g) Commercial Design Standards
- (h) Tree Preservation Plan

- (i) Variances and waivers of the UDC
- (2) *Conditions of Approval*. An owner of record may appeal the conditions of approval determined by the Planning Commission for any of the requests listed in (A)(1).
- (3) *Conditional Use Request*. Three aldermen, two of whom must reside in the effected ward, may in unison appeal a decision by the Planning Commission approving or denying a conditional use request.

(B) All other decisions by the Planning Commission must be appealed to Circuit Court.

(Code 1965, §13A-40, App. C., Art. II, Art. V., §B; Ord. No. 1509, 8-8-66; Ord. No. 1750, 7-6-70; Code 1991, §§156.017, 159.12, 159.54(F)(1), (2), 159.66; Ord. No. 3781, §1, 4-19-94; Ord. No. 3925, §6, 10-3-95; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. 4334, 9-4-01; Ord. No. 4340, 10-2-01)

From: John Coleman [mailto:jtcoleman@gmail.com]

Sent: Wednesday, July 05, 2017 9:10 PM

To: Garner, Andrew

Subject: Willow Heights

Good evening Andrew,

I would like to submit this email to the Planning Commission with regards to Willow Heights. We are going to be out of town next week when it comes back up for vote.

As I stated at a previous Planning Commission meeting, history shows that concentrating subsidized housing is not in the best interest of the inhabitants, the surrounding neighbors or the community at-large. While I have walked through the existing FHA facilities and agree that something needs to be done, this is not the answer for FHA or the Fayetteville community for a variety of reasons that have been expressed.

I also recognize many of these reasons cannot be considered by the Planning Commission based on Mr. Pennington's description in the meeting I attended. That does not mean they are not legitimate, but instead mean this is not the forum for consideration. Given the amount of public interest in this project and the long-term ramifications of this decision, I request that the Planning Commission forward this issue to the City Council so these issues can be considered by our elected officials.

For what it's worth, I along with many other Fayetteville residents are committed to finding a creative solution and do not plan to walk away from this if it is voted down.

Thank you,

John Coleman
Ward 2

LSD 17-5775

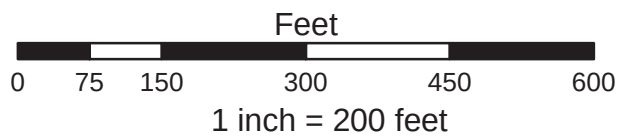
MORGAN MANOR APTS. ADDITION

Close Up View



Legend

- Planning Area
- Fayetteville City Limits
- Building Footprint



- RSF-18
- RMF-24
- Downtown General
- Neighborhood Conservation

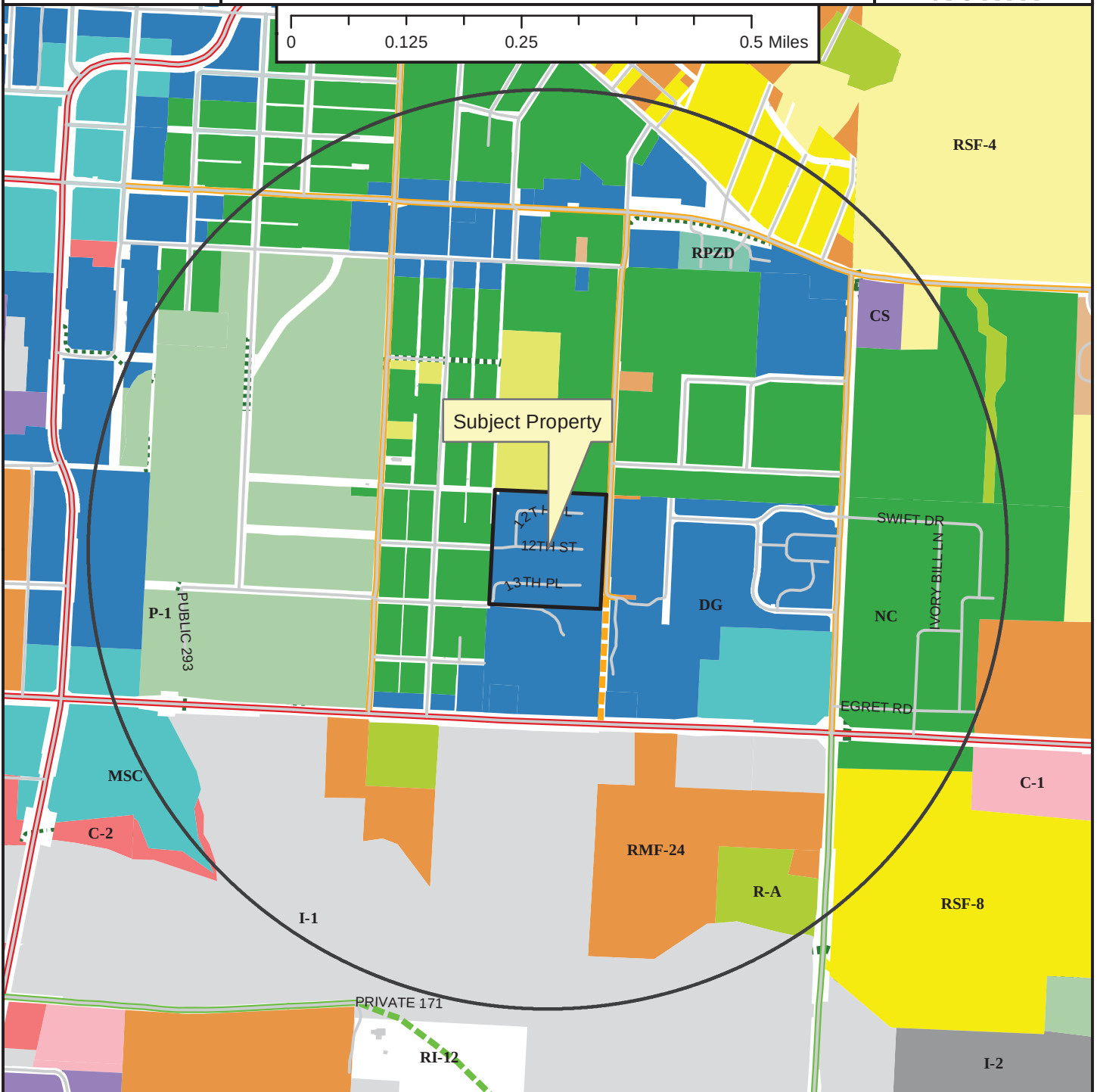
LSD 17-5775

MORGAN MANOR APTS. ADDITION

One Mile View

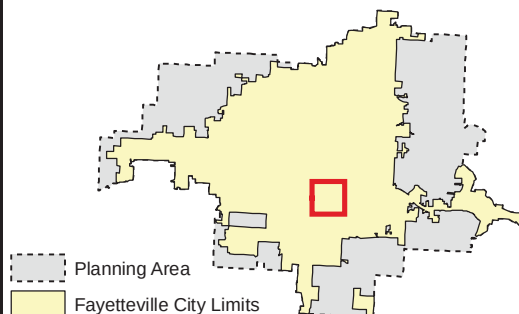


0 0.125 0.25 0.5 Miles



Legend

- Planning Area
- Fayetteville City Limits
- Shared Use Paved Trail
- Trail (Proposed)
- Building Footprint

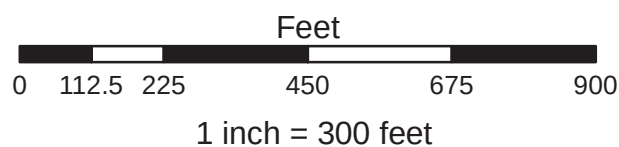
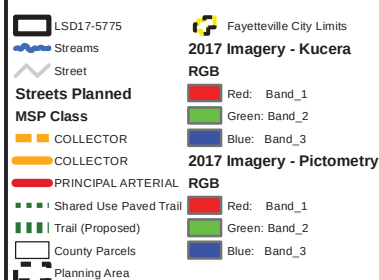


- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
 - RSF-1 Residential-Agricultural
 - RSF-5
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
 - RESIDENTIAL MULTI-FAMILY**
 - RT-12 Residential Two and Three-family
 - RMF-6
 - RMF-12
 - RMF-18
 - RMF-24
 - RMF-40
 - INDUSTRIAL**
 - I-1 Heavy Commercial and Light Industrial
 - I-2 General Industrial
- EXTRACTION**
- E-1
 - COMMERCIAL**
 - Residential-Office
 - C-1
 - C-2
 - C-3
 - FORM BASED DISTRICTS**
 - Downtown Core
 - Urban Thoroughfare
 - Main Street Center
 - Downtown General
 - Community Services
 - Neighborhood Services
 - Neighborhood Conservation
 - PLANNED ZONING DISTRICTS**
 - Commercial, Industrial, Residential
 - INSTITUTIONAL**
 - P-1

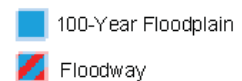
17-5775

Current Land Use

MORGAN MANOR APTS.



FEMA Flood Hazard Data





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0485

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 3

2017 MILLAGE LEVY:

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2017 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND, 2.5 MILLS FOR FAYETTEVILLE PUBLIC LIBRARY OPERATIONS, AND 1.2 MILLS FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

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

Section 1. That a tax is hereby levied on the real and personal property within the City of Fayetteville, Arkansas, for the year 2017 to be collected in 2018 for the following purposes at the following rates:

REAL AND PERSONAL PROPERTY

<u>Purpose</u>	<u>Levy</u>
General Fund - Operations	2.3 mills
Fayetteville Public Library - Operations	2.5 mills
Fayetteville Public Library - Expansion	1.2 mills
Policemen's Pension and Relief Fund	0.4 mills
Firemen's Pension and Relief Fund	<u>0.4 mills</u>

TOTAL **6.8 mills**

Section 2. That the real and personal property tax so levied and the rates provided therefor are hereby certified to the County Clerk of Washington County, Arkansas, to be placed in the tax book and collected in the same manner that the county and school district taxes are collected.

Section 3. The City Clerk is hereby authorized and directed to file certified copies of this Ordinance in the Office of the County Recorder, County Clerk, County Assessor, and the County Tax Collector for Washington County, Arkansas.

City of Fayetteville Staff Review Form

2017-0485

Legistar File ID

9/19/2017

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

Paul A. Becker

8/31/2017

Chief Financial Officer /
Finance & Internal Services Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

City Council is requested to adopt real and personal property tax rates for 2016 for the Policemen's Pension & Relief, the Firemen's Pension & Relief Funds, the Fayetteville Public Library and the City's General Fund. The rate to be adopted for the Policemen's Pension & Relief Fund and the Firemen's Pension & Relief Fund is 0.4 mils for real property and 0.4 mils for personal property. The rate for the Fayetteville Public Library is 3.7 mil for real property and 3.7 mil for personal property. The rate requested for the City's General Fund is 2.3 mils for real property and 2.3 mils for personal property.

Budget Impact:

Account Number		Fund	
Project Number		Project Title	
Budgeted Item?	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 # 5904

Original Contract Number:

Approval Date:

Comments:



TO: Mayor and City Council

THRU: Don Marr, Chief of Staff

FROM: Paul A. Becker, Chief Financial Officer

DATE: August 31, 2017

SUBJECT: 2017 Millage Levy

RECOMMENDATION:

City staff recommends that City Council approve the millage levy ordinance approving the 0.4 mils for the Policemen's Pension and Relief Fund, 0.4 mils for the Firemen's Pension and Relief Fund, 3.7 mils for the Fayetteville Public Library, and 2.3 mils for 2017 General Fund operations.

BACKGROUND:

Each year the City must approve an ordinance to renew the levy of ad valorem taxes on real and personal property within the City. This request will provide for such levy on property assessed during 2017.

As of July 31, 2017 the total assessed value of real and personal property located within the city limits of Fayetteville is approximately \$1.495 billion. The assessed valuation is before the Washington County Board of Equalization has made all the changes to the County Assessors Abstract. Based on the preliminary assessments, the growth in real property assessments is approximately 9.8% as of now. This will likely decrease as the Washington County Board of Equalization has not finished making changes.

DISCUSSION:

A millage levy ordinance must be approved by City Council in order for the City to continue to collect property taxes for the Policemen's Pension and Relief Fund and the Firemen's Pension and Relief Fund. The millage levy for the Policemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils for personal property. The millage levy for the Firemen's Pension and Relief Fund is 0.4 mils for real property and 0.4 mils for personal property as was approved by referendum.

A millage levy ordinance must be approved for the operation of the Fayetteville Public Library. One was approved by the voters on October 1, 2002 and was for 1.0 mil for real property and 1.0 mil for personal property. On August 9, 2016 the citizens of Fayetteville voted to increase the millage for the library. The referendum approved was for an increase of 1.5 mils for operations for a total of 2.5 mils for operations. Additionally, 1.2 mils was approved by the voters for the bond debt service for the library expansion.

Total millage for 2017 will be 3.7 mills for the Fayetteville Public Library. The 1.20 mills will be removed when the bonds are retired.

Finally, City staff is requesting that City Council approve a millage levy ordinance for General Fund operations in the amount of 2.3 mills for both real and personal property.

The 2017 proposed property tax revenue amount based on the 2.3 mil levy is estimated to bring in \$3,402,000 in General Fund revenue. Below is a proposed calendar of meetings during the months of September and October to discuss the millage levy.

Tuesday, September 12	Agenda Session
Tuesday, September 19	City Council Meeting
Tuesday, September 26	Agenda Session
Tuesday, October 3	City Council Meeting
Tuesday, October 10	Agenda Session
Tuesday, October 17	City Council Meeting

BUDGET/STAFF IMPACT:

The 0.4 mills Police and 0.4 mills Fire is needed to fund the Pension plans for both. The 2.5 mills is used to fund the operation and the 1.2 mills will be used for the bond debt service for the Fayetteville Public Library. The 2.3 mills will be used to fund General Fund operations.

Attachments:

The millage levy must be at Washington County in time to be included in their consolidated levy ordinance which will be approved at the November 17, Quorum Court meeting. The deadline for receipt of the City's levy by the County is October 31. The City levy will be added to the levies by Washington County, the various school districts, improvement districts and other cities within the County when the Washington County Quorum Court adopts its millage levy for 2017.

The administration is requesting the following millage amounts:

- 2.3 mills for General Fund Operations
- 2.5 mills for the Fayetteville Public Library Operations
- 1.2 mills for the Fayetteville Public Library Expansion
- 0.4 mills for the Police Pension Fund
- 0.4 mills for the Fire Pension Fund

If you have any questions concerning this agenda request please contact me at 575-8330.



City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0473

Agenda Date: 9/19/2017

Version: 1

Status: Agenda Ready

In Control: City Council Meeting

File Type: Presentation

Agenda Number: D. 1

AGENDA SESSION PRESENTATION - WELCOMING FAYETTEVILLE PLAN UPDATE

Agenda Session
9-12-17

City of Fayetteville, Arkansas

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



Meeting Agenda - Tentative Agenda

Tuesday, September 12, 2017

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

Sarah Bunch 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. 2017-0454

NOMINATING COMMITTEE REPORT

2. 2017-0475

OZARK REGIONAL TRANSIT REPORT ON PUBLIC TRANSIT IN FAYETTEVILLE

Attachments: OZARK REGIONAL TRANSIT REPORT ON PUBLIC TRANSIT IN FAYETTEVILLE

Agenda Additions**A. Consent:**

- ✓ A. 1 2016-0583

APPROVAL OF THE SEPTEMBER 5, 2017 CITY COUNCIL MEETING MINUTES.

- ✓ A. 2 2017-0467

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 \$8,476.00 AND INCREASING THE RELATED EXPENSE BUDGET

Attachments: HAZMAT SERVICES REVENUE
BA_HAZMAT SERVICES REVENUE

A. 3 2017-0474**BID #17-51 CRUSE UNIFORMS & EQUIPMENT, INC.:**

A RESOLUTION TO AWARD BID #17-51 AND AUTHORIZE THE PURCHASE OF CLASS A-B UNIFORMS FROM CRUSE UNIFORMS & EQUIPMENT, INC. AS NEEDED THROUGH 2022, AT AN ESTIMATED COST OF \$29,307.45 PER YEAR, FOR USE BY THE FIRE DEPARTMENT

Attachments: BID #17-51 CRUSE UNIFORMS & EQUIPMENT, INC.

A. 4 2017-0478**ASSISTANCE TO FIREFIGHTERS GRANT:**

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A 90/10 ASSISTANCE TO FIREFIGHTERS GRANT FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY IN THE AMOUNT OF \$110,001.00 FOR THE PURCHASE OF A MOBILE AIR CASCADE SYSTEM TRAILER FOR THE FIRE DEPARTMENT, AND TO APPROVE A BUDGET ADJUSTMENT TO PROVIDE FOR MATCHING FUNDS IN THE AMOUNT OF \$10,999.00 AND A PROJECT CONTINGENCY IN THE AMOUNT OF \$18,150.00

Attachments: ASSISTANCE TO FIREFIGHTERS GRANT
 BA ASSISTANCE TO FIREFIGHTERS GRANT

A. 5 2017-0466**BID #17-61 BENCHMARK CONSTRUCTION OF NWA, INC.:**

A RESOLUTION TO AWARD BID #17-61 AND AUTHORIZE A CONTRACT WITH BENCHMARK CONSTRUCTION OF NWA, INC. IN THE AMOUNT OF \$263,800.00 FOR PHASE ONE OF THE REMOVAL AND REPLACEMENT OF WINDOWS AT CITY HALL, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$50,000.00

Attachments: BID #17-61 BENCHMARK CONSTRUCTION OF NWA, INC.:

B. Unfinished Business: None

C. New Business:

C.1

2017-0487**RFQ 17-12 CROSSLAND CONSTRUCTION COMPANY, INC.:**

A RESOLUTION TO AUTHORIZE A CONTRACT WITH CROSSLAND CONSTRUCTION COMPANY, INC., PURSUANT TO RFQ 17-12, FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION AND RENOVATION PROJECTS, TO APPROVE PHASE ONE PRE-CONSTRUCTION SERVICES IN AN AMOUNT NOT TO EXCEED \$110,000.00, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$15,000.00 FOR PHASE ONE

Attachments: RFQ 17-12 CROSSLAND CONSTRUCTION COMPANY, INC.

C.2

2017-0483**APPEAL OF LSD 17-5775: (324 E. 12TH PLACE/MORGAN MANOR APTS. ADDITION):**

A RESOLUTION TO GRANT THE APPEAL OF CITY COUNCIL MEMBER SARAH MARSH AND TO DENY THE FAYETTEVILLE HOUSING AUTHORITY'S APPLICATION FOR A LARGE SCALE DEVELOPMENT

Attachments: LSD 17-5775 (324 E. 12TH PLACE/MORGAN MANOR APTS)

C.3

2017-0485**2017 MILLAGE LEVY:**

AN ORDINANCE LEVYING A TAX ON THE REAL AND PERSONAL PROPERTY WITHIN THE CITY OF FAYETTEVILLE, ARKANSAS, FOR THE YEAR 2017 FIXING THE RATE THEREOF AT 2.3 MILLS FOR GENERAL FUND OPERATIONS, 0.4 MILLS FOR THE FIREMEN'S PENSION AND RELIEF FUND, 0.4 MILLS FOR THE POLICEMEN'S PENSION AND RELIEF FUND, 2.5 MILLS FOR FAYETTEVILLE PUBLIC LIBRARY OPERATIONS, AND 1.2 MILLS FOR THE FAYETTEVILLE PUBLIC LIBRARY EXPANSION; AND CERTIFYING THE SAME TO THE COUNTY CLERK OF WASHINGTON COUNTY, ARKANSAS

Attachments: 2017 MILLAGE LEVY

D. City Council Agenda Session Presentations:

(Need)
(ASAP)

C.1.

NB

Add: Accept Grant FAA \$25,740
Energy Assessment Project

D. 1 2017-0473

AGENDA SESSION PRESENTATION - WELCOMING FAYETTEVILLE PLAN UPDATE

E. City Council Tour:

F. Announcements:

G. Adjournment

NOTICE TO MEMBERS OF THE AUDIENCE

Pre Agenda Meeting 9/6/17

City of Fayetteville, Arkansas

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2017-0473*Agenda Session Presentation***WELCOMING FAYETTEVILLE PLAN UPDATE****Agenda Additions****A. Consent:**A.4 2016-0583**APPROVAL OF THE SEPTEMBER 5, 2017 CITY COUNCIL MEETING MINUTES.**A.5 2017-0467**HAZMAT SERVICES REVENUE:**

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BA ASSISTANCE TO FIREFIGHTERS GRANT

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Attachments: ASSISTANCE TO FIREFIGHTERS GRANT
ADD TO 1ST PACKET ONCE DON VIEWS PACKET

B. Unfinished Business: None**C. New Business:**

CV1 2017-0487

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CV2 2017-0483

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Attachments: 2017 MILLAGE LEVY

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F. Announcements:

G. Adjournment

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