

City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, AR 72701

(479) 575-8323



City Council Final Agenda

Tuesday, February 20, 2024

5:30 PM

City Hall Room 219

City Council Members

Council Member Robert B. Stafford Ward 1

Council Member D'Andre Jones Ward 1

Council Member Sarah Moore Ward 2

Council Member Mike Wiederkehr Ward 2

Council Member Scott Berna Ward 3

Council Member Sarah Bunch Ward 3

Council Member Teresa Turk Ward 4

Council Member Holly Hertzberg Ward 4

Mayor Lioneld Jordan

City Attorney Kit Williams

City Clerk Treasurer Kara Paxton

ZOOM INFORMATION:

1. **WEBINAR ID: 891 5773 1255**
[HTTPS://US06WEB.ZOOM.US/WEBINAR/REGISTER/](https://us06web.zoom.us/join/89157731255)
WN_IXHLMOSTQNCTYPUKZKD5KW

CALL TO ORDER

1. **FAYETTEVILLE YOUTH ADVISORY COUNCIL - OATHS OF OFFICE (JUDGE TERRA STEPHENSON)**

ALYOSHA WOOD, COUNCIL MEMBER
BLYTHE HEIMER, COUNCIL MEMBER
BRENDAN KLAUS, COUNCIL MEMBER
ELIZABETH ROBINSON, COUNCIL MEMBER
ELLYETTE CEOLA, COUNCIL MEMBER
GRAYSON BROWN, COUNCIL MEMBER
KATHERINE HINTON, COUNCIL MEMBER
MIA ALANSARI, COUNCIL MEMBER

ROLL CALL**PLEDGE OF ALLEGIANCE****MAYOR' S ANNOUNCEMENTS, PROCLAMATIONS AND RECOGNITIONS**

1. **KALVIN LARSON RECOGNITION - MAYOR JORDAN**

CITY COUNCIL MEETING PRESENTATIONS, REPORTS AND DISCUSSION ITEMS**PROPOSED AGENDA ADDITIONS****A. CONSENT**

- A.1. APPROVAL OF THE FEBRUARY 6, 2024 CITY COUNCIL MEETING MINUTES**

- A.2. OZARK NATURAL SCIENCE CENTER (LEASE AGREEMENT):**

A RESOLUTION TO APPROVE ONE-YEAR, NO COST LEASE AND OPERATIONS AGREEMENTS WITH THE OZARK NATURAL SCIENCE CENTER TO OPERATE IN THE LAKE FAYETTEVILLE ENVIRONMENTAL STUDY CENTER (2024-1713)

- A.3. 2024 FEDERAL AID TRANSPORTATION (GRANT APPLICATIONS):**

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF

FAYETTEVILLE TO UTILIZE FEDERAL-AID FUNDS FOR THE FOLLOWING PROJECTS: RUPPLE ROAD LIGHTING, DRAKE STREET TRAIL CONNECTION, MILLSAP RD. & COLLEGE AVENUE INTERSECTION, STEPHEN CARR MEMORIAL DRIVE/I-49 INTERCHANGE, AND MLK WALKABILITY IMPROVEMENTS (2024-1714)

A.4. ARDOT (AGREEMENT OF UNDERSTANDING):

A RESOLUTION TO APPROVE AN AGREEMENT OF UNDERSTANDING WITH ARDOT TO FORMALIZE THE CITY'S PARTNERSHIP ON THE I-49 AND HIGHWAY 62 INTERCHANGE IMPROVEMENTS PROJECT (2024-1722)

A.5. ASPHALT OVERLAY / SIDEWALKS PROJECTS (PLAN APPROVAL):

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION OVERLAY AND SIDEWALK PROJECTS LIST FOR 2024 AND 2025 (2024-1716)

A.6. JBZ, INC. (SERVICE CONTRACT):

A RESOLUTION TO AWARD BID #23-47 AND AUTHORIZE A CONTRACT WITH JBZ, INC. D/B/A ELLINGSON CONTRACTING IN THE AMOUNT OF \$733,746.00 FOR THE STABILIZATION OF THE PORTER WAREHOUSE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$35,000.00 (2024-1710)

A.7. REVIVAL ARCHITECTURE, INC. (AMENDMENT):

A RESOLUTION TO APPROVE AN AMENDMENT TO THE CONTRACT WITH REVIVAL ARCHITECTURE, INC. IN THE AMOUNT OF \$27,000.00 FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE PORTER WAREHOUSE STABILIZATION PROJECT (2024-1690)

A.8. ENGINEERING ELEMENTS, PLLC. (SERVICE CONTRACT):

A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES CONTRACT IN THE AMOUNT OF \$108,000.00 WITH ENGINEERING ELEMENTS, PLLC, PURSUANT TO RFQ #23-01, SELECTION 11, FOR CITY HALL HVAC UPGRADES, TO APPROVE A PROJECT CONTINGENCY OF \$6,307.00, AND TO APPROVE A BUDGET ADJUSTMENT (2024-1712)

A.9. BID 23-49 JACK TYLER ENGINEERING, INC. (PUMP REPLACEMENT):

A RESOLUTION TO AWARD BID #23-49 AND AUTHORIZE THE PURCHASE OF A SUBMERSIBLE PUMP FROM JACK TYLER ENGINEERING, INC. IN THE AMOUNT OF \$103,352.77 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES FOR USE AT THE GREGG AVENUE SEWER LIFT STATION (2024-1718)

A.10. BID 23-50 JACK TYLER ENGINEERING, INC. (PUMP REPLACEMENT):

A RESOLUTION TO AWARD BID #23-50 AND AUTHORIZE THE PURCHASE OF A SUBMERSIBLE PUMP FROM JACK TYLER ENGINEERING, INC. IN THE AMOUNT OF \$70,807.87 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES FOR USE IN THE EFFLUENT POND AT THE NOLAND WATER RESOURCE RECOVERY FACILITY (2024-1719)

A.11. BID 23-51 JACK TYLER ENGINEERING, INC. (PUMP REPLACEMENT):

A RESOLUTION TO AWARD BID #23-51 AND AUTHORIZE THE PURCHASE OF A SUBMERSIBLE PUMP FROM JACK TYLER ENGINEERING, INC. IN THE AMOUNT OF \$61,644.18 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES FOR USE IN THE AERATION BASIN AT THE NOLAND WATER RESOURCE RECOVERY FACILITY (2024-1720)

A.12. THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS, INC. (PURCHASE AGREEMENT):

A RESOLUTION TO APPROVE THE GRANT FUNDED PURCHASE OF A TRUENARC HANDHELD NARCOTICS ANALYZER IN THE AMOUNT OF \$36,779.57 PLUS ANY APPLICABLE TAXES FROM THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS, INC. (2024-1686)

B. UNFINISHED BUSINESS

B.1. STEARNS STREET EXTENSION (BUDGET ADJUSTMENT):

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO CREATE A PROJECT BUDGET FOR AN EXTENSION OF STEARNS STREET BETWEEN VANTAGE DRIVE AND OLD MISSOURI ROAD (2023-1593)

AT THE JANUARY 18, 2024 CITY COUNCIL MEETING, THIS RESOLUTION WAS TABLED TO THE FEBRUARY 6, 2024 CITY COUNCIL MEETING.

AT THE FEBRUARY 6, 2024 CITY COUNCIL MEETING, THIS RESOLUTION WAS TABLED TO THE FEBRUARY 20, 2024 CITY COUNCIL MEETING.

B.2. SPOUT SPRINGS HISTORIC DISTRICT (PETITION SIGNATURE):

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN THE PROPOSED SPOUT SPRING HISTORIC DISTRICT PETITION AGREEING THAT THE CITY OWNED PROPERTY OF THE YVONNE RICHARDSON COMMUNITY CENTER SHALL BE INCLUDED WITHIN THE SPOUT SPRING HISTORIC DISTRICT (2024-1665)

AT THE FEBRUARY 6, 2024 CITY COUNCIL MEETING, THIS RESOLUTION WAS TABLED TO THE FEBRUARY 20, 2024 CITY COUNCIL MEETING.

C. NEW BUSINESS

C.1. SECTION 50.04 - DEPOSITING ON VACANT LOTS (AMENDMENT):

AN ORDINANCE TO AMEND §50.04 DEPOSITING ON VACANT LOTS OF THE FAYETTEVILLE CODE TO INCLUDE A PROHIBITION ON DUMPING MULCH, COMPOST, FILL DIRT, AND BRUSH ON VACANT LOTS IN THE CITY (2024-1721)

C.2. FAYETTEVILLE PUBLIC SCHOOL DISTRICT (LEASE AMENDMENT):

AN ORDINANCE TO AMEND A JOINT LEASE AGREEMENT WITH THE FAYETTEVILLE SCHOOL DISTRICT FOR PORTIONS OF JEFFERSON ELEMENTARY SCHOOL, HOLCOMB ELEMENTARY SCHOOL, AND LAKE FAYETTEVILLE (2024-1715)

C.3. ADMINISTRATIVE-2024-0002: (AMENDMENT):

AN ORDINANCE TO AMEND §166.20 EXPIRATION OF APPROVED PLANS AND PERMITS OF THE UNIFIED DEVELOPMENT CODE TO EXTEND THE TIME FOR DEVELOPERS TO REQUEST ADMINISTRATIVE PROJECT EXTENSIONS FROM 12 MONTHS TO 18 MONTHS (2024-1692)

C.4. REZONING-2023-0035: (NW OF N. SHILOH DR. AND W. CHICORY PL./SPRINGWOODS INVESTMENTS LLC, 248):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0035 FOR APPROXIMATELY 2.44 ACRES LOCATED NORTHWEST OF NORTH SHILOH DRIVE AND WEST CHICORY PLACE IN WARD 2 FROM CPZD, COMMERCIAL PLANNED ZONING DISTRICT TO UT, URBAN THOROUGHFARE (2024-1635)

C.5. REZONING-2023-0036: (NORTH OF W. TECHNOLOGY WAY/WATKINS, BOYER, GRAY & CURRY PLLC, 479):

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-036 FOR APPROXIMATELY 15.66 ACRES LOCATED NORTH OF WEST TECHNOLOGY WAY IN WARD 4 FROM C-2, THOROUGHFARE COMMERCIAL TO CS, COMMUNITY SERVICES AND R-A, RESIDENTIAL AGRICULTURAL (2024-1691)

D. CITY COUNCIL AGENDA SESSION PRESENTATIONS**E. CITY COUNCIL TOUR****F. ANNOUNCEMENTS****G. ADJOURNMENT****NOTICE TO MEMBERS OF THE AUDIENCE**

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

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

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

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

Unfinished Business and New Business:

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

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

Courtesy and Respect: All members of the public, all city staff and elected officials shall accord the utmost courtesy and respect to each other at all times. All shall refrain from comments that are harassing or amount to a personal attack against any identifiable individual including abusive comments and derogatory remarks about integrity or offer any other comments that

are also not limited to the discussion of the specific agenda item being considered by the City Council. Any member of the public who violates these standards shall be ruled out of order by the Mayor, must immediately cease speaking and shall leave the podium.

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

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

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



MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
SUBJECT: **Lease and Agreement with Ozark Natural Science Center for the Lake Fayetteville Environmental Study Center**

RECOMMENDATION:

Approval of a one-year lease and agreement with the Ozark Natural Science Center to operate in the Lake Fayetteville Environmental Study Center.

BACKGROUND:

The City of Fayetteville approved a resolution in 1973 agreeing to reserve the eastern portion of Lake Fayetteville in its natural state and allow the Fayetteville and Springdale School Districts to jointly construct a nature study area on the property. The school districts used the property and the study center until 2022/2023 at which time both school districts no longer had a need for the building or grounds.

DISCUSSION:

The Ozark Natural Science Center (ONSC) contacted Parks, Natural Resources and Cultural Affairs in mid-July of 2023 to inquire about the use of the study center. Since that time staff has worked towards the attached lease and agreement with City legal counsel and ONSC.

ONSC is a nonprofit, 501(c)(3) located in Madison County. The organization was formed in 1990 to offer residential field science education center and began programming in 1992. They work with public schools to offer immersion-based learning, host summer camps and other programs, hikes and open houses.

The lease area follows the same lease area the school district used including the building and is a no cost lease. The agreement requires ONSC to maintain the building and trails in the lease area and offer to public for free, nine guided hikes and host open houses. These benefits to the public are similar to those required by AppleSeeds and the Botanical Garden of the Ozarks who have no cost leases.

An amended lease with the Fayetteville Public Schools has also been submitted, omitting the Lake Fayetteville property from the lease.

BUDGET/STAFF IMPACT:

None.

ATTACHMENTS: SRF (#3), Combined Lease and Agreement - ONSC (#4)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1713

Lease and Agreement with Ozark Natural Science Center for the Lake Fayetteville Environmental Study Center

A RESOLUTION TO APPROVE ONE-YEAR, NO COST LEASE AND OPERATIONS AGREEMENTS WITH THE OZARK NATURAL SCIENCE CENTER TO OPERATE IN THE LAKE FAYETTEVILLE ENVIRONMENTAL STUDY CENTER

WHEREAS, in 1973, the City of Fayetteville approved a resolution agreeing to reserve the eastern portion of Lake Fayetteville in its natural state and allow the Fayetteville and Springdale School Districts to jointly construct a nature study area on the property; and

WHEREAS, both school districts used the property and the study center until 2022/2023 at which time neither district had further need for the building and grounds; and

WHEREAS, in July 2023, the Ozark Natural Science Center (ONSC) contacted Parks, Natural Resources and Cultural Affairs to inquire about the use of the study center and staff has worked towards a lease agreement and operations agreement with City legal counsel and ONSC; and

WHEREAS, ONSC is a nonprofit, 501(c)(3) located in Madison County and was formed in 1990 to offer residential field science education and began programming in 1992 working with public schools to offer immersion-based learning, host summer camps and other programs, hikes and open houses; and

WHEREAS, the lease follows the same lease area the school districts used including the building and is a no cost lease that requires ONSC to maintain the building and trails within the leased premises and offer nine free guided hikes, and host open houses for the public.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign one-year, no cost lease and operations agreements with Ozark Natural Science Center to operate in the Lake Fayetteville Environmental Study Center, copies of which are attached to this Resolution.

City of Fayetteville Staff Review Form

2024-1713

Item ID

2/20/2024

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

Alison Jumper

1/24/2024

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a one year lease and agreement with the Ozark Natural Science Cetner to operate in the Lake Fayetteville Environmental Study Center.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

AGREEMENT

This Agreement, dated _____, 2024, is made by and between The City of Fayetteville, Arkansas (the “City”), an Arkansas municipal corporation, and Ozark Natural Science Center (“ONSC”), an Arkansas nonprofit corporation, in conjunction with and complementary to the Lease Agreement entered into by and between same. The City and ONSC may be collectively referred to as the “Parties.” The Parties agree to bind themselves to this Agreement under the following terms:

I. Goals and Purpose

The City owns and operates the Lake Fayetteville Environmental Study Center (the “Center”), the premises of which is more accurately described in the lease agreement executed between the Parties. ONSC’s mission is to enhance the understanding, stewardship, and appreciation of the region’s natural environment. The Parties desire that ONSC conduct educational programming at the Center in collaboration with the City.

II. Rights and Responsibilities of the Parties

A. Rights and Responsibilities of the City:

1. The City shall lease the Center and premises described in the Parties’ Lease Agreement to ONSC for the term and subject to the conditions identified herein.
2. The City shall not charge ONSC a fee for use of the leased premises, except that ONSC shall pay all utilities for the premises as described below.
3. The City shall have the right to inspect the leased premises at all reasonable times.
4. The City shall have the right to conduct City-sponsored programs and special events on Lake Fayetteville property, which may include the leased premises; provided, however, that the City and ONSC agree to communicate and work together to schedule programs and events in order to avoid conflicts in the use of the leased premises.
5. The City shall be responsible for mowing and weed-eating the leased premises.

B. Rights and Responsibilities of ONSC:

1. ONSC shall have the right to use the leased premises to conduct educational programming. This programming may include, but is not limited to, day camps, workshops, classes, fundraisers, and similar events and activities.

2. ONSC shall have the right to display signs and educational materials in and around the Center, provided that ONSC complies with all City ordinances and regulations pertaining to same.
3. ONSC shall host guided hikes at Lake Fayetteville at least once per month for nine (9) months out of the year that are free to the public. ONSC shall publicly post the times of these hikes on its website and social media pages. ONSC shall also host open houses and other events free to the public during the Agreement term.
4. ONSC shall maintain the building(s) at the environmental study center, the parking lot and associated trails in accordance with Fayetteville City Code. This shall include the obligation by ONSC to keep the trails free of debris.
5. ONSC shall provide basic maintenance as needed to repair the Center or premises, provided that ONSC shall not be responsible for any individual repair which exceeds \$2,000.00 in supplies and labor unless the necessity for such repair is caused by the negligence or fault of ONSC. The City will pay the repair costs for all necessary repairs to the Center or premises in excess of \$2,000.00, provided that the necessity of such repair is not caused by the negligence or fault of ONSC.
6. ONSC shall pay the monthly utilities for the Center, including electricity, water, internet, and waste removal, for each month during the term of this Agreement. All payments shall be made timely, and ONSC agrees to indemnify the City for any untimely utility payments during the term of this Agreement.
7. ONSC shall install a gate or a chain at the principal entry to the Center to ensure that it remains locked when not in use for educational programming.
8. ONSC shall maintain a policy of liability insurance to cover operation of its programming at the Center during the term of this Agreement.

III. Term and Termination of the Agreement

- A. This Agreement shall take effect upon the signing by both Parties and shall remain in effect for a period of one (1) year from that date (the "Effective Date") unless earlier terminated (the "Initial Term."). After the initial one-year period, the Parties shall have the option to renew this Agreement for additional one-year terms (the "Renewal Terms").
- B. *Termination Without Cause.* During the Initial Term or any Renewal Term, this Agreement may not be terminated without written consent of both Parties or six (6) months written notice by either party.

C. *Termination for Cause.* This Agreement may be terminated for cause only after the Parties have participated in mediation, as described in Part IV.

IV. Failure to Comply with this Agreement

If either party breaches or otherwise fails to comply with the terms of this Agreement, the other party shall notify the breaching party in writing of the asserted noncompliance and allow that party ninety (90) days to cure the alleged noncompliance. If the breaching party fails to cure the noncompliance within 90 days, then the Parties shall communicate in good faith for a period of thirty (30) days in an attempt to resolve the issue. If the issue remains unresolved after this period of communication, the Parties shall agree to participate in non-binding mediation. The mediator shall be selected by mutual agreement of the Parties. If the Parties cannot agree on a mediator, then each Party shall select a mediator, and the two selected mediators will select a third. The mediation shall then be collectively conducted by the three (3) mediators. The costs of any such mediation shall be shared equally by the Parties. In the event that mediation is unsuccessful, the Parties may seek legal remedies in the Washington County Circuit Court.

V. Principal Contacts

Any notices required to be sent under this Agreement shall be delivered to the following:

City of Fayetteville, Arkansas
Attn: Lioneld Jordan
113 W. Mountain St.
Fayetteville, AR 72701

Ozark Natural Science Center
Attn: Rose Brown
1905 Madison 1305
Huntsville, AR 72740

The above principal contacts may be changed by their respective Parties, with such change being effective upon delivery of the notice of change to the other party.

VI. Use of Intellectual Property

The Parties agree that any intellectual property jointly developed through activities covered under this Agreement can be used by either party for educational purposes without obtaining consent from the other. If the intellectual property is to be used for purposes other than educational, the party intending to use the intellectual property must obtain consent from the other. All other intellectual property used in the implementation of this Agreement will remain the property of the providing party.

VII. Transfer of Funds

The Parties acknowledge and agree that this Agreement does not presently create any financial or funding obligation on either party except those specifically set forth in Part II. The Parties further agree that any obligations not covered by Part II of this Agreement shall only arise upon joint execution of a subsequent agreement or workplan which shall specifically delineate the terms and nature of such work and shall include a budget for accomplishing same. Such subsequent agreements, budgets, and workplans will be subject to the availability of funding for the purposes outlined herein.

VIII. No Joint Venture, Partnership, or Agency

Nothing in this Agreement shall be construed as to create or imply the existence of a partnership, joint venture, or agency relationship between the Parties.

IX. Indemnity

ONSC agrees to indemnify and hold harmless the City and its agents, officials, employees, and officers from any and all liability, including attorney's fees, claims, and expenses, arising from ONSC's negligent acts. However, nothing in this Agreement shall be construed to alter, limit, or compromise any charitable immunity possessed by ONSC.

X. Miscellaneous

- A. *Non-Assignability.* Neither Party may assign or transfer any rights or obligations under this Agreement without prior written consent of the other.
- B. *Entire Agreement.* This Agreement, combined with the Lease Agreement to be executed contemporaneously, constitutes the Parties' entire Agreement with respect to the subject matter and supersedes all prior agreements.
- C. *Amendments.* This Agreement may only be amended by mutual written consent of the Parties.
- D. *Authority.* The individuals signing this Agreement represent that, upon their signature, this Agreement shall have been duly executed by the Party each represents.
- E. *Applicable Law.* This Agreement shall be governed by and construed according to the laws of the State of Arkansas.
- F. *Venue.* The only proper venue for disagreements arising under this Agreement is the Washington County Circuit Court.
- G. *Severability.* Should a court of competent jurisdiction determine that any paragraph or provision of this Agreement is invalid or unenforceable, all remaining paragraphs and provisions shall remain in full force and effect.

H. *Delivery by PDF or other Means.* This Agreement and any amendments hereto, to the extent signed and delivered by means of portable document format (“PDF”) or an electronic transmission, shall be treated in all manner and respects as an original contract and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2024.

**CITY OF FAYETTEVILLE,
ARKANSAS**

**OZARK NATURAL SCIENCE
CENTER**

By: _____
LIONELD JORDAN, Mayor

By: Rose Brown
ROSE BROWN, Executive Director

ATTEST:

By: _____
KARA PAXTON, City Clerk-Treasurer

By: Jill E. Bowman
JILL BOWMAN, Office Manager

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON)

On this __ day of January, 2024, before me, a Notary Public, personally appeared Lioneld Jordan and Kara Paxton, known to me to be the Mayor and Clerk Treasurer of the City of Fayetteville, Arkansas, having been authorized by lawful resolution of the Fayetteville City Council to execute contracts on behalf of the City of Fayetteville, Arkansas, and acknowledged that they have executed the foregoing instrument for the purposes contained therein.

In witness whereof I hereunto set my hand and official seal

Notary Public

My Commission Expires: _____

LEASE AGREEMENT

This Agreement, made and entered by and between the City of Fayetteville, Arkansas, a municipal corporation, hereafter called "the City," and Ozark Natural Science Center, an Arkansas nonprofit corporation, hereafter called "ONSC," **Witnesseth:**

1. For and in consideration of the covenants and agreements herein entered into and agreed upon by ONSC as obligations to the City, the City non-exclusively lets, leases and demises unto ONSC, subject to the terms and conditions set forth under a separate Agreement, (provided that nothing contained herein shall in any way affect the rights and obligations established by said separate Agreement), the following described property situated in Washington, County, Arkansas:

LAKE FAYETTEVILLE

A part of the East Half of Section 13 and part of the East Half of Section 24, Township 17 North, Range 30 West, and part of the West Half of Section 18 and part of the West Half of Section 19, Township 17 North, Range 29 West, being more particularly described as follows: Beginning at the Northwest corner of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of said Section 13; thence with the North line of said SE-NE-13-17-30 South 87° 06' 01" East 1303.739 feet; thence South 02° 29' 13" West 17.192 feet thence South 87° 51' 20" East 818.386 feet; thence with the West right-of-way line of Highway 265 (Crossover Road) the following calls: South 06° 01' 18" West 2.822 feet; thence South 11° 44' 19" West 100.498 feet; thence South 06° 01' 42" West 47.6 feet; thence South 02° 51' 10" West 95.156 feet; thence South 03° 19' 21" East 89.915 feet thence South 08° 19' 18" East 59.959 feet; thence South 11° 49' 21" East 44.973 feet; thence South 14° 19' 18" East 29.984 feet; thence South 17° 19' 22" East 59.959 feet; thence South 19° 19' 20" East 832.701 feet; thence South 16° 46' 49" East 98.118 feet; thence South 09° 44' 20" East 173.596 feet; thence South 01° 14' 19" East 154.34 feet; thence South 02° 45' 41" West 926.592 feet; thence South 02° 44' 44" West 1322.566 feet; thence South 02° 35' 18" West 250.278 feet; thence leaving said West right-of-way line North 87° 36' 40" West 3750.975 feet; thence North 00° 10' 36" West 831.004 feet; thence North 72° 00' 17" East 1351.875 feet to a point on the West line of the SE-13-17-30; thence with said West line North 02° 09' 09" East 2935.509 feet, to the Point of Beginning and containing 266.760 acres, more or less.

LESS AND EXCEPT all that portion of said parcel lying within the waters of Lake Fayetteville, said waters being more particularly described as that portion of said parcel lying below an elevation on 1238 feet above mean sea level, said elevation being the top of the Lake Fayetteville spillway.

The Lake Fayetteville leased premises are further identified in the map attached as Exhibit A.

2. The term of this Joint Lease shall begin on February 1, 2024 and end on January 31, 2025, unless sooner terminated by six (6) months written notice by any of the parties

hereto.

3. As consideration for the lease, ONSC agrees to maintain the building and grounds at the environmental study center, parking lot, and associated trails and docks within the leased premises according to park standards. ONSC further agrees to provide maintenance to the environmental study center building, provided that ONSC shall not be responsible for any individual repair which exceeds \$2,000.00 in supplies and labor unless the necessity for such repair is caused by the negligence or fault of ONSC. The City will pay the repair costs for all necessary repairs to the Center or premises in excess of \$2,000.00, provided that the necessity of such repair is not caused by the negligence or fault of ONSC. ONSC shall also pay all utilities for the premises during the duration of the lease, including electricity, water, internet, and waste removal.
4. ONSC further acknowledges that the leased premises are part of Lake Fayetteville Park and that the Fayetteville Parks and Recreation Department will continue to manage the park property and conduct City-sponsored programs and special events at Lake Fayetteville, which may include the leased premises. The City and ONSC agree to communicate and work together to schedule programs and events to avoid conflicts in use of the leased premises.
5. The City shall have the right to inspect the leased premises at all reasonable times.
6. Facility expansions and all site alterations must have prior written approval by the City and meet all City standards/procedures as well as all applicable federal, state and local laws for such expansions or alterations. Any permanent structure shall become a permanent fixture to the land and become the property of the City at the end of the lease term, unless otherwise agreed to in writing prior to construction of the structure. ONSC shall maintain insurance coverage in an amount not less than \$100,000.00 to cover all structures currently located on the leased premises or constructed by ONSC on the leased premises during the term of this Agreement.
7. ONSC agrees to indemnify and hold the City and its officers, officials, employees, and agents harmless from any and all liability, including attorney's fees, for claims, expenses, loss or damage to persons or property resulting from their negligent acts, provided that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the District under the Constitution and Statutes of the State of Arkansas.
8. The parties hereby agree that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, they will peaceably deliver possession of the leased premises to the other, including all permanent fixtures, without demand.
9. The parties agree not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction over the premises.

10. It is agreed that the failure of either party to invoke any of the available remedies under this agreement or under law in the event of one or more breaches or defaults by the other under the agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the party from invoking such remedies in the event of any future breach or default.
11. Each paragraph of this agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.
12. This agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.
13. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ day of _____, 2024.

**CITY OF FAYETTEVILLE,
ARKANSAS**

By: _____
LIONELD JORDAN, Mayor

**OZARK NATURAL SCIENCE
CENTER**

By: 
ROSE BROWN, Executive Director

ATTEST:

By: _____
KARA PAXTON, City Clerk-Treasurer

By: 
Jill Bowman, Office Manager

ACKNOWLEDGMENT

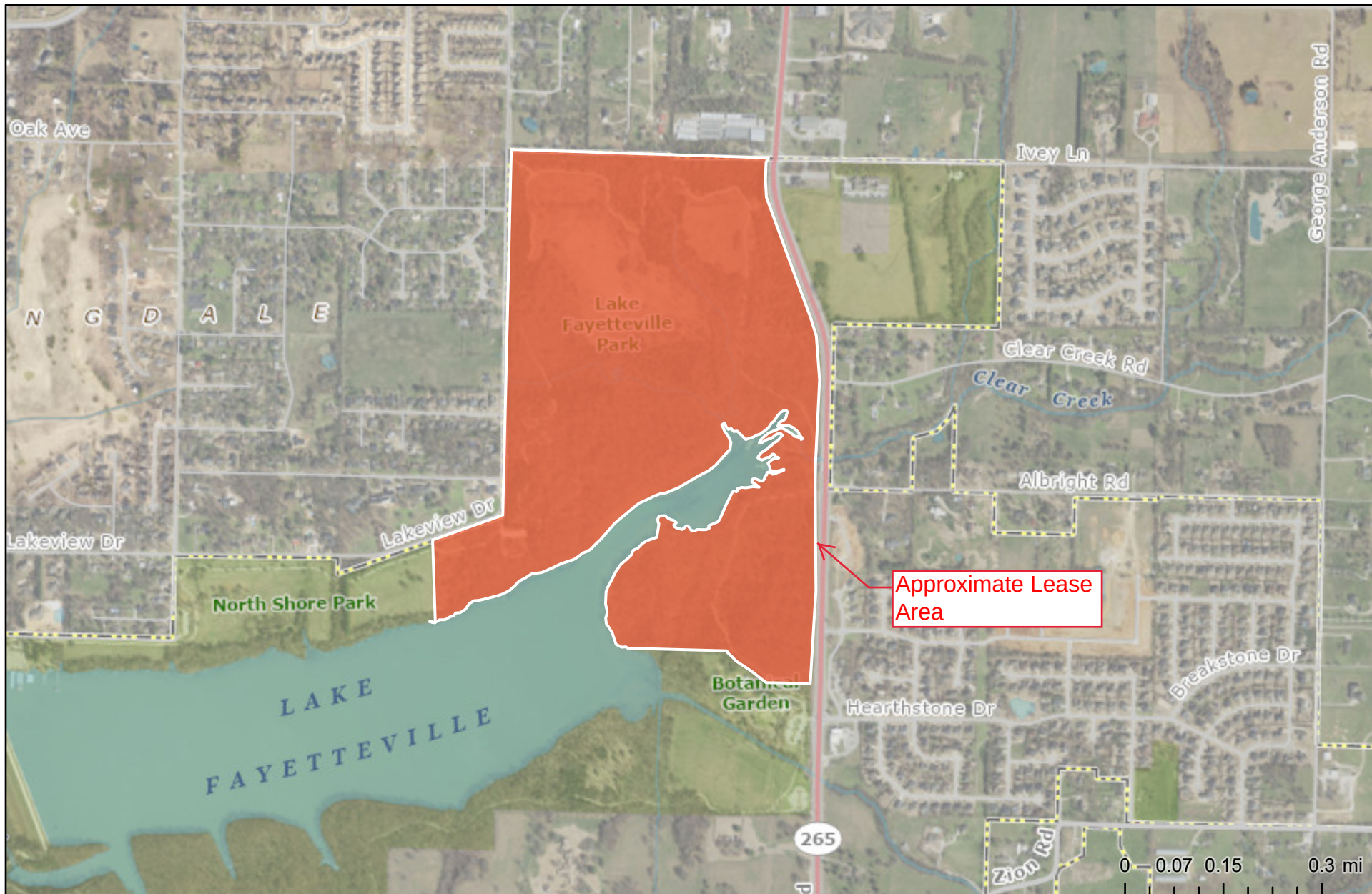
STATE OF ARKANSAS)
)
COUNTY OF WASHINGTON)

On this ___ day of January, 2024, before me, a Notary Public, personally appeared Lioneld Jordan and Kara Paxton, known to me to be the Mayor and Clerk Treasurer of the City of Fayetteville, Arkansas, having been authorized by lawful resolution of the Fayetteville City Council to execute contracts on behalf of the City of Fayetteville, Arkansas, and acknowledged that they have executed the foregoing instrument for the purposes contained therein.

In witness whereof I hereunto set my hand and official seal

Notary Public

My Commission Expires: _____

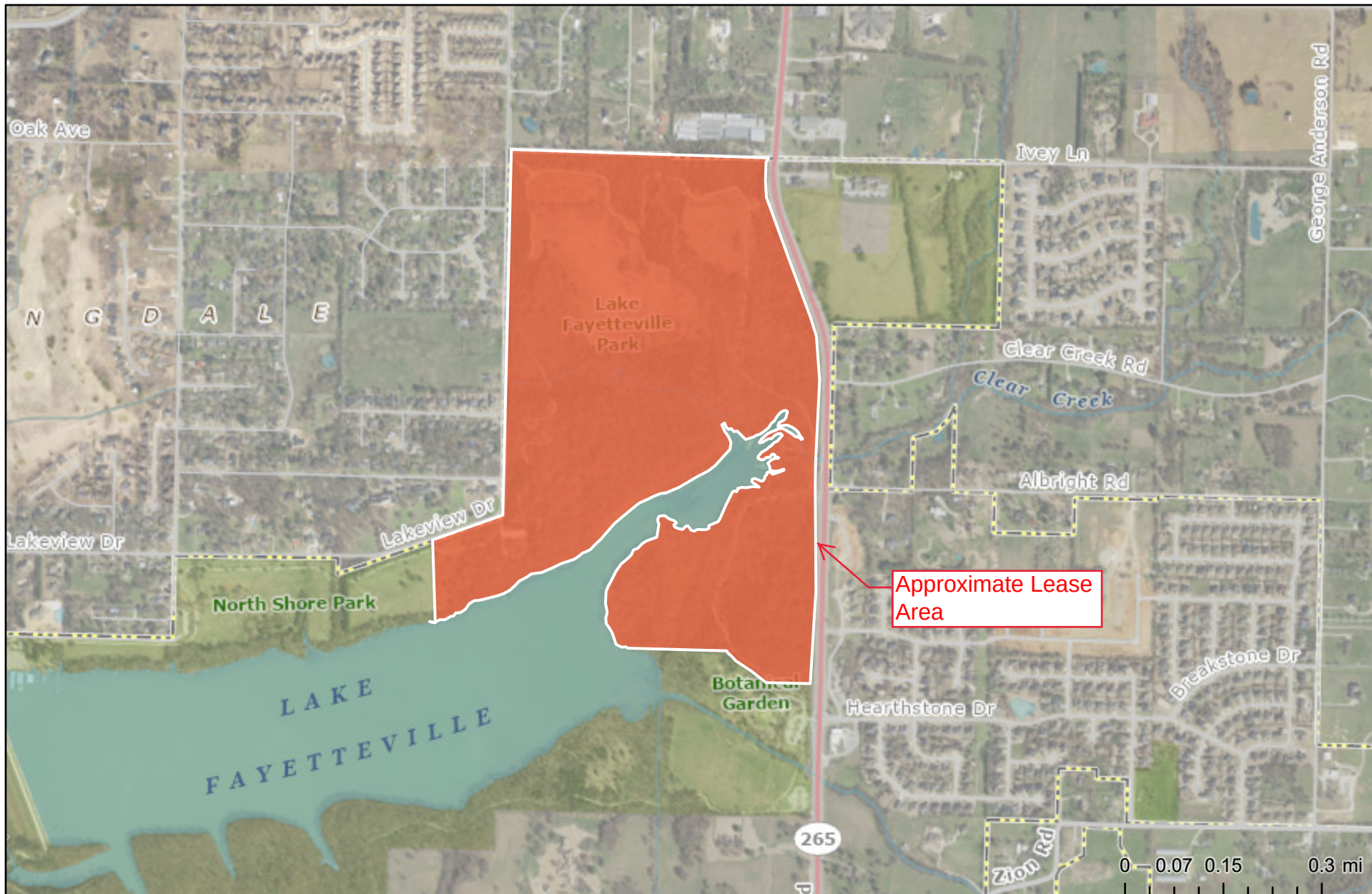


Approximate ONSC Lease Area

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 1/24/2024
Credits: City of Fayetteville, AR, 2023 Imagery | EagleView Technologies | Surdex Corporation
Map Author:



Approximate ONSC Lease Area

Fayetteville, AR

The data contained herein was compiled from various sources for the sole use and benefit of the City of Fayetteville Geographic Information System and the public agencies it serves. Any use of the data by anyone other than the City of Fayetteville is at the sole risk of the user; and by acceptance of this data, the user does hereby agree to indemnify the City of Fayetteville and hold the City of Fayetteville harmless from and without liability for any claims, actions, cost for damages of any nature, including the city's cost of defense, asserted by user or by another arising from the use of this data. The City of Fayetteville makes no express or implied warranties with reference to the data. No word, phrase, or clause found herein shall be construed to waive that tort immunity set forth under Arkansas law.

Created: 1/24/2024
Credits: City of Fayetteville, AR, 2023 Imagery | EagleView Technologies | Surdex Corporation
Map Author:



MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council

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

FROM: Matt Mihalevich, Active Transportation Manager

SUBJECT: **2024 Federal Aid Transportation Grant Applications**

RECOMMENDATION:

Staff recommends approval of a resolution expressing the willingness to apply for federal-aid funds and allowing staff to submit applications for 80% federal 20% local matching grants through the Federal Highway Administration, the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission. Grant projects include the Ruppel Road Lighting, Drake Street Trail Connection, Millsap Rd. & College Ave Intersection, Stephen Carr Memorial Drive/I-49 Interchange, and MLK Walkability Improvements.

BACKGROUND:

The passage of the Bipartisan Infrastructure Bill provides more opportunities for Federal funding assistance. Grant programs administered regionally through the Northwest Arkansas Regional Planning Commission include the Carbon Reduction Program (CRP), the Surface Transportation Block Grant-Attributable (STBGP-A) Program, and the Transportation Alternatives Program (TAP). In total, these programs will provide over \$15 million in funding for the Northwest Arkansas Region. Additionally, the State Department of Transportation offers a statewide grant opportunity through their Transportation Alternatives Program.

DISCUSSION:

Five projects have been identified for application for federal funding as shown below:

Grant Program	Existing/New Project	Project Description	Amount Requested
CRP/TAP	New	Ruppel Road Lighting – Persimmon to MLK (Hwy 62)	\$500,000
TAP	Existing	Drake Street protected bike lanes and trail connection to Gordon Long Park	\$500,000
STBGP-A	Existing	Millsap & College Intersection Improvements	\$1,900,000
STBGP-A	New	Stephen Carr/I-49 Interchange (Design)	\$650,000
TAP/CRP	New	MLK Walkability Improvements	\$500,000

BUDGET/STAFF IMPACT:

If the grants are approved, the City of Fayetteville will be responsible for 20% of the total project cost while Federal funding will provide 80%. Matching funding has been budgeted through various accounts in anticipation of award of grant funding.

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

On January 30th, 2024, the Transportation Committee reviewed the grant project proposals and voted unanimously to forward the request to apply to the full City Council for approval to apply. The grant programs require a resolution be included with the application.

ATTACHMENTS: SRF (#3), Call for Projects - NWARPC (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1714

2024 Federal Aid Transportation Grant Applications

A RESOLUTION TO EXPRESS THE WILLINGNESS OF THE CITY OF FAYETTEVILLE TO UTILIZE FEDERAL-AID FUNDS FOR THE FOLLOWING PROJECTS: RUPPLE ROAD LIGHTING, DRAKE STREET TRAIL CONNECTION, MILLSAP RD. & COLLEGE AVENUE INTERSECTION, STEPHEN CARR MEMORIAL DRIVE/I-49 INTERCHANGE, AND MLK WALKABILITY IMPROVEMENTS

WHEREAS, Northwest Arkansas Regional Planning Commission has issued a call for projects to be funded with Federal-Aid funds suballocated to Northwest Arkansas; and

WHEREAS, the funding for selected projects will be at the following Federal and Local participating rations, up to the maximum Federal-aid available:

Type Work	Work Phase	Federal %	City %
Projects that reach construction	Preliminary Engineering	80%	20%
	Right-of-Way	80%	20%
	Utilities	80%	20%
	Construction	80%	20%
	Construction Engineering	80%	20%
Projects that never progress to construction	All Phases	0%	100%

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 authorizes the application submittal for the Ruppel Road Lighting, Drake Street Trail Connection, Millsap Rd. & College Ave. Intersection, Stephen Carr Memorial Drive/I-49 Interchange, and MLK Walkability Improvement projects.

Section 2: That the City Council of the City of Fayetteville, Arkansas will participate in accordance with its designated responsibilities in these projects, including providing of the local match requirement.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to execute all appropriate agreements and contracts necessary to expedite the construction of these projects.

Section 4: That the City Council of the City of Fayetteville, Arkansas pledges its full support and hereby authorizes the Arkansas Department of Transportation and Northwest Arkansas Regional Planning Commission to initiate action to implement these projects.

City of Fayetteville Staff Review Form

2024-1714

Item ID

February 20th, 2024

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

Matt Mihalevich

4/27/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution expressing the willingness to apply for federal-aid funds and allow staff to submit applications for 80% federal 20% local matching grants through the Federal Highway Administration, the Arkansas Department of Transportation and the Northwest Arkansas Regional Planning Commission. Grant projects include the Ruppel Road Lighting, Drake Street Trail Connection, Millsap Rd. & College Ave Intersection, Stephen Carr Memorial Drive/I-49 Interchange, and MLK Walkability Improvements.

Budget Impact:

Various

Various

Account Number

Fund

Various

Various

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



RECEIVED

JAN 10 2024

CITY OF FAYETTEVILLE
MAYOR'S OFFICE

**PUBLIC NOTICE OF
NWARPC FFY 2025 CALL FOR PROJECTS
FOR STBGP-A, TAP, & CRP FUNDING**

The Northwest Arkansas Regional Planning Commission (NWARPC), serving as the NWA Metropolitan Planning Organization (MPO), announces the availability of approximately \$12 million in NWARPC **Surface Transportation Block Grant Program – Attributable (STBGP-A)**, \$1.4 million in NWARPC **Transportation Alternatives Program (TAP)** funding and \$1.5 million in NWARPC **Carbon Reduction Program (CRP)** funding for Federal Fiscal Year (FFY) 2025. Availability of FFY 2025 funding is subject to Congressional action. The Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (IIJA), Pub. L. 117-58 (Nov. 15, 2021) provides federal suballocated funding to the Fayetteville-Springdale-Rogers AR-MO Urban Area.

The STBGP-A, TAP and CRP are federally funded, 80% Federal / 20% Local, reimbursable programs and projects must meet and follow the [ARDOT Local Public Agency \(LPA\)](#) federal-aid process for reimbursement. Funds must be used for eligible projects that are submitted by eligible entities and chosen through a competitive process. Additional information on the programs can be found at:

STBG Fact Sheet: www.fhwa.dot.gov/bipartisan-infrastructure-law/stbg.cfm

TAP Fact Sheet: www.fhwa.dot.gov/bipartisan-infrastructure-law/ta.cfm

CRP Fact Sheet: www.fhwa.dot.gov/bipartisan-infrastructure-law/crp_fact_sheet.cfm

APPLICATION INFORMATION: The FFY 2025 STBGP-A, TAP, and CRP Funding Request Applications are available at the NWARPC office located at 1311 Clayton Street, Springdale, AR 72762 and online at www.nwarpc.org/funding-programs/. **APPLICATIONS MUST BE RECEIVED NO LATER THAN 11:59 P.M. (CDT), THURSDAY, APRIL 4, 2024.** Any funding request submitted after this deadline will not be considered.

For more information on this program or questions related to the application process, please contact Nicole Gibbs, Regional Planner, NWARPC, 1311 Clayton, Springdale, AR 72762, (479) 751-7125 x106.

FFY 2025 STBGP-A, TAP, and CRP Project Application Timeline:

Call for Projects Notice – January 7, 2024

Project Funding Request Deadline – April 4, 2024 at 11:59 P.M. CDT

NWARPC NOTICE OF NONDISCRIMINATION POLICY: The NWARPC complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the NWARPC does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in NWARPC's programs and activities, as well as the NWARPC's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the NWARPC's nondiscrimination policies may be directed to Nicole Gibbs, AICP, Regional Planner – EEO/DBE (ADA/504/Title VI Coordinator), 1311 Clayton, Springdale, AR 72762, (479) 751-7125, (Voice/TTY 711 or 1-800-285-1131) or ngibbs@nwarpc.org; Para llamadas en español, marque el 866-656-1842; para llamadas en inglés, marque el 711 o directamente al 800-285-1131 o ngibbs@nwarpc.org. This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille. If information is needed in another language, contact NWARPC at least 48 hours before the meeting. Si necesita información en otro idioma, comuníquese NWARPC cuando menos 48 horas antes de la junta.



MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council

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

FROM: Matt Mihalevich, Active Transportation Manager

SUBJECT: **Approval of an Agreement with the Arkansas Department of Transportation (ArDOT) to Complete Improvements to the I-49 and Martin Luther King Dr. Blvd Interchange**

RECOMMENDATION:

Staff recommends approval of an agreement with ARDOT to formalize the City's partnership on the I-49 and Highway 62 (Martin Luther King, Jr. Blvd) interchange.

BACKGROUND:

ArDOT is currently planning an extensive redesign of the I-49 and Highway 62 (MLK Jr. Blvd.) Interchange. With the design proposed by ArDOT, Shiloh Drive south of Highway 62 was to be converted to one-way south bound. Shiloh Drive was proposed to be extended south to Cato Springs Road to provide an outlet for the properties served by Shiloh Drive.

City of Fayetteville Engineering Staff requested that ArDOT evaluate the option of adding an overpass at 15th Street instead of extending Shiloh to Cato Springs Road. The overpass option provides better access to adjacent properties and essentially adds a connection from 15th Street to I-49. The City provided a study of the proposed overpass option, and determined the additional cost of the City preferred option to be \$1.5 million; ArDOT agreed to revise plans provided the city pay the additional cost of \$1.5 million; the Council approved resolution 298-20 expressing the intention of the City to partner with ARDOT and pay for the additional cost.

DISCUSSION:

Since that resolution, City and ArDOT staff have worked through many design details, negotiated additional cost sharing proposals, arranged for replacement of tree preservation areas, and pursued federal aid funding to assist in paying for various aspects of the project. All of these activities have been condensed into the proposed Agreement of Understanding between the City and ArDOT. Major elements of the Agreement include:

- Inclusion of the 15th Street overpass in the project; the City cost of this addition is \$1.5 million. The City has secured \$1.5 million federal aid funding for this item so there is no additional cost to the City.
- Inclusion of multiple pedestrian and bicycle facilities in the project, at no cost to the City:
 - Construction of a 14-foot-wide by 10-foot-tall tunnel for the Town Branch Trail
 - Construction of a 10-foot-wide shared use path with a 6-foot offset along the south side of Highway 62 from the western termini of the Project at South Leflar Way to Futrall Drive,

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

including underneath the Interstate 49 overpass bridges

- Implementation of a one-car length offset for the shared use path across the Walmart driveway
- Inclusion of further pedestrian and bicycle facilities, with the City paying actual cost for the elements (The City has \$300,000 in federal aid funding to pay for these costs)
 - Construction of a 10-foot-wide shared use path with a 6-foot offset on the east side of Futrell Drive starting where the 10-foot trail would stop under Interstate 49 overpass bridges, proceeding south to the north side of Best Friend Way; and
 - Construction of a 12-foot-wide shared use path with a 10-foot offset on the west side of Shiloh Drive from Highway 62 to the trail at Northwest Health Emergency Department; and
 - Construction of an embankment and 12-foot-wide shared use path with a 10-foot offset along the west side of Shiloh Drive between Northwest Health Emergency Department and the shared use path being constructed as part of the 15th Street Overpass roundabouts
- Vacation of a tree preservation on the east side of I-49 south of Hwy 62, and a corresponding replacement dedication of an easement on the west side of I-49 south of Hwy 62.
- The City will accept ownership of the 15th Street overpass and the frontage roads between Hwy 62 and 15th Street.

ArDOT plans to proceed with clearing of the project area this spring, and must complete the clearing prior to March 15th to meet the requirements of their environmental approval for protection of bat species. Therefore, an expedited review of this agreement is necessary.

BUDGET/STAFF IMPACT:

No additional funding is anticipated beyond the identified federal aid of \$1.8 million.

ATTACHMENTS: SRF (#3), Job 040846 Agreement (#4), 040846DesignMLK - Hwy 62 - Trail concept 2-7-24 - Flattened (#5)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1722

Approval of an Agreement with the Arkansas Department of Transportation (ArDOT) to Complete Improvements to the I-49 and Martin Luther King Dr. Blvd Interchange

A RESOLUTION TO APPROVE AN AGREEMENT OF UNDERSTANDING WITH ARDOT TO FORMALIZE THE CITY'S PARTNERSHIP ON THE I-49 AND HIGHWAY 62 INTERCHANGE IMPROVEMENTS PROJECT

WHEREAS, ARDOT is currently planning an extensive redesign of the I-49 and Highway 62 Interchange; and

WHEREAS, staff requested that ARDOT evaluate the option of adding an overpass at 15th Street instead of extending Shiloh Drive to Cato Springs Road; and

WHEREAS, the overpass option provides better access to adjacent properties and essentially adds a connection from 15th Street to I-49.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign an Agreement of Understanding with ARDOT to formalize the City's partnership on the I-49 and Highway 62 Interchange Improvements Project. A copy of the Agreement of Understanding is attached to this Resolution.

City of Fayetteville Staff Review Form

2024-1722

Item ID

February 20th, 2024

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

Matt Mihalevich

2/7/2024

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of an agreement with ArDOT to formalize the City's partnership on the I-49 and Highway 62 (Martin Luther King, Jr. Blvd) interchange.

Budget Impact:

N/A

N/A

Account Number

Fund

N/A

N/A

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 298-20

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

**AGREEMENT OF UNDERSTANDING
BETWEEN**

THE CITY OF FAYETTEVILLE

AND

THE ARKANSAS DEPARTMENT OF TRANSPORTATION

RELATIVE TO:

Implementation of **Job 040846, Hwy. 62 Intchg. Impvts. (Fayetteville) (F)** in Fayetteville, Washington County (hereinafter called the “Project”).

WHEREAS, the City of Fayetteville (hereinafter called the “City”) has expressed interest in partnering with the Arkansas Department of Transportation (hereinafter called the “Department”) to improve the Interstate 49 interchange with Highways 62/180 (Martin Luther King Jr. Boulevard); and

WHEREAS, the City has agreed to provide \$1.5 million in partnering funds to incorporate the construction of a 15th Street overpass between Shiloh Drive and Futrall Drive into the Project; and

WHEREAS, the City was awarded \$1.5 million from the Northwest Arkansas Regional Planning Commission, fulfilling this portion of their financial partnering commitment, which was obligated by the Department for preliminary engineering tasks in August 2022; and

WHEREAS, the City has also requested that certain shared use paths and other betterments be incorporated into the Project; and

WHEREAS, the City has agreed to provide all costs for certain betterments based on actual unit prices and plan quantities; and

WHEREAS, the City has received \$300,000 in Statewide Transportation Alternatives Program funding that will be used toward the funding of these betterments; and

WHEREAS, the Department has agreed to include certain improvements in the Project at no cost to the City; and

WHEREAS, the Department has agreed to pay for the initial construction cost, but the City will be responsible for the maintenance of crosswalks and decorative brick thermoplastic crosswalks that are compliant with the Federal Highway Administration’s Manual on Traffic Control Devices (MUTCD); and

WHEREAS, in addition to the monetary commitment, the City has agreed to expeditiously relocate affected City-owned utilities and be responsible for associated costs as defined in the Department’s Utility Accommodation Policy (available at www.ardot.gov/LPA); and

WHEREAS, the Department will be responsible for coordinating with all utilities to determine impact and schedules; and

WHEREAS, the Department will oversee all other phases of the Project and will provide all additional funding necessary to complete these improvements; and

WHEREAS, the Department has provided an equivalent, comparable acreage for dedication of a Tree Preservation Easement on the west side of Interstate 49 in exchange for the vacation of the acreage of an existing Tree Preservation Easement on the east side of Interstate 49 that was required for the construction of the Project; and

WHEREAS, upon completion of the Project, the City has agreed to accept both ownership and maintenance responsibilities for certain improvements in the project area; and

- All portions of the 15th Street extension, including the overpass bridge and roundabouts at Shiloh Drive and Futrall Drive; and
- Shiloh Drive to the south of the Interstate 49 southbound on-ramp; and
- Futrall Drive south of the Interstate 49 off-ramp.

WHEREAS, the City has passed Resolution No. _____ agreeing to the partnership and authorizing the Mayor to enter into agreements with the Department for the Project; and

WHEREAS, Arkansas State Highway Commission Minute Order 2021-012 has authorized the Director to enter into any necessary agreements with the City and to proceed with surveys, plans, and construction of the Project as funds become available.

IT IS HEREBY AGREED that the City and the Department will accept the additional responsibilities and assigned duties as described hereinafter.

THE CITY WILL:

1. Be responsible for all non-reimbursable costs associated with the City-owned utilities as defined in the Department's Utility Accommodation Policy.
2. When requested, pay to the Department additional funds beyond those awarded to the City through the Statewide Transportation Alternatives Program for the cost of the betterments described below:
 - Construction of a 10-foot-wide shared use path with a 6-foot offset on the east side of Futrall Drive starting where the 10-foot trail would stop under Interstate 49 overpass bridges, proceeding south to the north side of Best Friend Way.
 - Construction of a 12-foot-wide shared use path with a 10-foot offset on the west side of Shiloh Drive from Highway 62 to the trail at Northwest Health Emergency Department.
 - Construction of an embankment and 12-foot-wide shared use path with a 10-foot offset along the west side of Shiloh Drive between Northwest Health Emergency Department and the shared use path being constructed as part of the 15th Street Overpass roundabouts.
3. Approve the vacation of tree preservation easements on the east side of Interstate 49 on property that is needed for right of way and utility easements for the Project, and accept the dedication of equivalent tree preservation easements on the west side of Interstate 49, as described in the attached **Exhibit A**. Said total vacation is 59,385 square feet and dedication is 59,500 square feet.

4. Upon completion of the Project, assume both ownership and maintenance responsibilities for:
 - All portions of the 15th Street extension, including the overpass bridge and roundabouts at Shiloh Drive and Futrall Drive; and
 - Shiloh Drive to the south of the Interstate 49 southbound on-ramp; and
 - Futrall Drive south of the Interstate 49 off-ramp.
5. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees, from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the City, including any act of omission, neglect or misconduct of said City. Further, the City shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.

THE DEPARTMENT WILL:

1. Be responsible for overseeing the design, environmental documentation, and right of way acquisition for the Project.
2. Be responsible for overseeing and coordinating all utility relocation for the Project.
3. Be responsible for the review and preparation of reimbursement agreements for eligible utilities.
4. Prepare documents and exhibits for the tree preservation easement vacation and dedications and provide documents to the City for approvals; execute and file completed easement dedication documents with the City Circuit Clerk upon approval of this agreement.
5. Include the following improvements in the design and construction of the Project at no cost to the City:
 - Construction of a 14-foot-wide by 10-foot-tall tunnel for the Town Branch Trail.
 - Construction of a 10-foot-wide shared use path with a 6-foot offset along the south side of Highway 62 from the western termini of the Project at South Leflar Way to Futrall Drive, including underneath the Interstate 49 overpass bridges.
 - Implementation of a one-car length offset for the shared use path across the Walmart driveway.
6. Prior to awarding a construction contract for the Project, request funds from the City for the cost of the betterments included at the request of the City that exceed the Statewide Transportation Alternatives Program funds awarded to the City, as described under City responsibility item 2.
7. Track costs for all additional items based on actual unit prices and plan quantities and either request additional funds or return any overcharged amount to the City upon project closeout.

8. Advertise, award, and perform construction inspection for the Project.
9. Upon completion of the Project, transfer both ownership and maintenance responsibilities to the City for:
 - All portions of the 15th Street extension, including the overpass bridge and roundabouts at Shiloh Drive and Futrall Drive; and
 - Shiloh Drive to the south of the Interstate 49 southbound on-ramp; and
 - Futrall Drive south of the Interstate 49 off-ramp.
10. Coordinate and assist the City in permitting any maintenance activities on the new 15th Street bridge that may affect the Interstate 49 main lanes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2024.

**ARKANSAS DEPARTMENT OF
TRANSPORTATION**

CITY OF FAYETTEVILLE

Lorie H. Tudor, P.E.
Director

Lioneld Jordan
Mayor

Kit Williams
City Attorney

ARKANSAS DEPARTMENT OF TRANSPORTATION

NOTICE OF NONDISCRIMINATION

The Arkansas Department of Transportation (ARDOT) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, ARDOT does not discriminate on the basis of race, sex, color, age, national origin, religion (not applicable as a protected group under the Federal Motor Carrier Safety Administration Title VI Program), disability, Limited English Proficiency (LEP), or low-income status in the admission, access to and treatment in ARDOT's programs and activities, as well as ARDOT's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding ARDOT's nondiscrimination policies may be directed to Civil Rights Officer Joanna P. McFadden (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ardot.gov.

Free language assistance for Limited English Proficient individuals is available upon request.

This notice is available from the ADA/504/Title VI Coordinator in large print, on audiotape and in Braille.

Exhibit A
2/7/24

12' Wide Trail
Construction
By City - Not
part of this
project

Existing 12
foot wide t
to remain.

Include trafficscapes
decorative brick
thermoplastic crosswalk
with 24" thermoplastic
each side with crosswalk
lighting

Include Ped button in refuge

Continue 10 foot wide side path with 6 feet of green space separation to western extent of project. Include Fayetteville standard colored concrete crosswalks with 16 foot offset at driveways. (By ARDOT)

Construction of
12 foot wide side
path with 10 foot
green space
separation.
(By ARDOT)

10 foot wide
shared use path
with 6 foot green
space separation
(By ARDOT)

10 foot trail included in project (Paid by City with TAP funds)

10' Wide Trail
Construction By
City - Not part
of this project

12' wide trail
Existing

12' wide trail
construction
Included in
project
(Paid By City
with TAP
funds)

Construct 12 foot wide concrete trail with 10 feet of green space separation. (By ARDOT)

Raised speed table crosswalks with RRFB and lighting (By ARDOT)

Construct 12 foot wide trail with parapet wall & Lighting
(By ARDOT)

Install separate
9' tall by 14' wide
box culvert
tunnel
(By ARDOT)



MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council
THRU: Chris Brown, Public Works Director
Susan Norton, Chief of Staff
FROM: Terry Gulley, Asst Public Works Director - Ops
SUBJECT: **2024/2025 ASPHALT OVERLAY AND SIDEWALKS PROJECTS**

RECOMMENDATION:

A resolution to approve the Transportation Division 2024/2025 Pavement Management and Asphalt Overlay and Sidewalk Construction work plans.

BACKGROUND:

The In-House Pavement Improvements and Sidewalk Improvements capital projects are included in the five-year Capital Improvements Program (CIP). The CIP document functions as a financial planning tool that places projects in the annual budget and funds are appropriated by the City Council.

DISCUSSION:

Street and sidewalk workplans are reviewed and updated annually to reflect any shifting needs and changes in available funding. The plans are presented to the City Council Transportation Committee and recommended to the City Council for approval.

BUDGET/STAFF IMPACT:

Labor, equipment, materials, services and other project costs are included in Street Fund, Sales Tax Capital Improvements Fund, and Transportation Bonds.

ATTACHMENTS: SRF (#3), 2024/2025 Asphalt & Sidewalk Work Plan (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1716

2024/2025 ASPHALT OVERLAY AND SIDEWALKS PROJECTS

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION OVERLAY AND SIDEWALK PROJECTS LIST FOR 2024 AND 2025

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves the Transportation Division Overlay and Sidewalk Projects list for 2024 and 2025. A copy of the 2024 and 2025 Overlay and Sidewalk Projects list is attached to this Resolution and made a part hereof.

City of Fayetteville Staff Review Form

2024-1716

Item ID

2/20/2024

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

Terry Gulley

2/1/2024

TRANSPORTATION SERVICES (410)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

A RESOLUTION TO APPROVE THE TRANSPORTATION DIVISION 2024/2025 PAVEMENT MANAGEMENT AND ASPHALT OVERLAY AND SIDEWALKS CONSTRUCTION WORK PLANS.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? Yes

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Labor, equipment, materials, services and other project costs are included in various programs and capital projects budgets

Matrix Score	Proposed 2024 Sidewalk Projects																				
	City Crews																				
	2/1/2024																				
	Ward	Street	From	To	Placement	Type	Sidewalk Length	Width	Ramps Each	Drives Each	Curb Feet	Pipe Feet	Drain Bx Each	R. Wall L Ft.	R. Wall Ht.	Street Repair	Need R/W	Eng	Comments	Est. Const. Time	Est. Material Cost
25.3	2	Center St.	Gregg Ave.	School Ave.	Both	Rep	920	8	4	9	0	0	0	700	3	0	Yes	Yes	Replace deteriorated sidewalk	43	\$191,906
24.5	2	Cleveland St.	Leverett Ave.	Whitham Ave.	North	New	300	6	3	4	300	150	1	0	0	300	No	Yes	Complete sidewalk connection	24	\$75,563
	2	Dickson St.	West Ave.	School Ave.	North	Rep	400	10	2	0	400	66	2	0	0	400	No	Yes	Redesign sidewalk for better pedestrian flow	30	\$101,369
24.5	2	Lewis Ave.	Deane St.	Wedington Dr.	West	New	1,370	6	4	10	940	450	4	0	0	940	No	Yes	Fill gaps in sidewalk connection	73	\$257,332
13.1	4	Salem Rd.	Clearwood Dr.	Mt. Comfort Rd.	West	New	500	8	0	3	500	500	2	0	0	500	Yes	Yes	Complete sidewalk connection 2023 Carryover	36	\$129,519
17.0	3	Old Missouri Rd.	Frazier Terrace	Stearns St.	West	New	650	10	2	5	690	400	4	0	0	690	No	Yes	Complete sidewalk connection 2023 Carryover	51	\$190,099
							4,140		15	31	2,830	1,566	13	700		2,830				256	\$945,787
							(Feet)		(Each)	(Each)	(Feet)	(Feet)	(Each)	(Feet)		(Feet)				(Days)	

Proposed 2024 Crosswalk Projects																					
Ward	Street	Location		Crosswalk Type		Sidewalk Length	Width	Ramps Each	Drives Each	Curb Feet	Pipe Feet	Drain Bx Each	R. Wall L Ft.	R. Wall Ht.	Street Repair	Need R/W	Eng	Comments		Est. Const. Time	Est. Material Cost
High	1	MLK Blvd.	at Willow Ave.	RRFB	New	100	6	4	0	150	0	0	0	0	150			Ped crossing		8	\$31,122
High	2	Gregg Ave.	at Sycamore St.	Signalized	New	100	6	2	0	100	0	0	0	0	100			Access ramps, radius curb work for new ped crossing		6	\$16,679
High	2	North St.	at Gregg Ave.	Signalized	New	150	6	3	0	50	0	0	0	0	20			Access ramps and thermoplastic crosswalk		6	\$18,245
High	3	Township St.	at Azalea Terrace	RRFB	New	50	6	4	0	50	0	0	0	0	50			Access ramps, RRFB, crosswalk		4	\$23,365
High	4	Salem Rd.	Fairfax St.to Wedington Dr.	West	New	300	5	31	0	300	0	0	0	0	300	No	Yes	Install access ramps on street corners (Asphalt Overlay)		23	\$44,790
High	3	Old Wire Rd.	Strawberry Dr. to Azalea Terrace	RRFB	New	100	6	3	0	150	80	1	100	3	100			RRFB ped crossing, ramps, sidewalk work		15	\$46,769
						800		47	0	800	80	1	100	3	720					61	\$180,969
						(Feet)		(Each)	(Each)	(Feet)	(Feet)	(Each)	(Feet)		(Feet)					(Days)	

2024 Sidewalk Maintenance Repairs																					
Ward	Street	From	To	Placement	Type	Sidewalk Length	Width	Ramps Each	Drives Each	Curb Feet	Pipe Feet	Drain Bx Each	R. Wall L Ft.	R. Wall Ht.	Street Repair	Need R/W	Eng	Comments		Est. Const. Time	Est. Material Cost
	1	MLK Jr. Blvd	Block Ave.	East Ave.	North	Rep	20	4	1	0	10	0	0	0	10	No	No	Replace sidewalk		2	\$1,663
	1	Mill Ave.	Rock St.	South St.	West	Rep	5	4	0	0	0	0	0	0	0	No	No	Replace missing section		2	\$255
	1	South St.	College Ave.	Mill Ave.	North	New	25	5	0	0	0	0	0	0	0	No	No	Fill missing gap		2	\$1,593
	2	Maple St.	Lincoln Ave.	Park Ave.	East	Rep	75	4	1	0	20	0	0	0	20	No	No	Sidewalk replacement		2	\$4,934
	2	Vista Pl.	Holly St.	Wedington Dr.	West	Rep	0	0	0	1	0	0	0	0	0	No	No	Replace approach		2	\$6,160
	3	Frontier Elm Dr.	Lantana Ln.	Randall Pl.	North	Rep	600	5	2	0	0	0	0	0	0	No	No	Sidewalk replacement		7	\$38,570
	3	Idlewood Way	Brookhollow Xing	Cul-de-sac	North	Rep	225	4	1	0	0	0	0	0	0	No	No	Sidewalk replacement		3	\$11,641
	3	Leawood Way	Surrey Xing	Leawood Way	North	Rep	250	4	1	0	0	0	0	0	0	No	No	Sidewalk replacement		3	\$12,915
	3	Mayberry Ln.	Strawberry Dr.	Cul-de-sac	West	Rep	65	2	0	0	50	0	0	0	50	No	No	Pour drainage swale		5	\$3,999
	3	Quail Creek Dr.	Ripple Creek	Prince William Dr.	East	Rep	100	4	0	0	0	0	0	0	0	No	No	Sidewalk replacement		2	\$5,096
	3	Tall Oaks Dr.	12 Oaks Dr.	Big Oaks Dr.	South	Rep	200	4	0	1	30	0	0	0	30	No	No	Sidewalk replacement		4	\$17,758
	4	American Dr.	Freedom Pl.	Cul-de-sac	North	Rep	50	4	1	0	0	0	0	0	0	No	No	Sidewalk replacement		2	\$2,723
	4	Carlsbad Trace	Franciscan Tr.	Acoma St.	North	Rep	65	6	2	0	25	0	0	0	25	No	No	Pour drainage swale		2	\$6,490
	4	Cornell St.	Dartmouth Ave.	Salem Rd.	North	Rep	20	4	1	0	25	0	0	0	25	No	No	Curb replacement		7	\$2,365
	4	Osage Bend	Cleveland St.	Sang Ave.	West	Rep	300	4	0	1	25	0	0	0	25	No	No	Trip - replace sections		5	\$22,619
	4	Woodridge Dr.	Pine Crest Ave.	Parkway Dr.	North	Rep	75	4	0	0	75	0	0	0	75	No	No	Sidewalk replacement		2	\$7,336
						2,075		10	3	260	0	0	0	0	260					52	\$146,116
						(Feet)		(Each)	(Each)	(Feet)	(Feet)	(Each)	(Feet)		(Feet)					(Days)	

Matrix Sco	Contractor Projects																				
	2023 Carry Over																				
	Ward	Street	From	To	Placement	Type	Sidewalk Length	Width	Ramps Each	Drives Each	Curb Feet	Pipe Feet	Drain Bx Each	R. Wall L Ft.	R. Wall Ht.	Street Repair	Need R/W	Eng	Comments	Est. Const. Time	Cost
25.7	2	Leverett Ave.	Sycamore St.	Hazel St.	West	Rep	1,600	8	3	17	1,850	0	3	0	0	1,850	Yes	Yes	Turn key contract project	0	\$440,907
2024																					
19.6	1	Huntsville Rd.	Blair Ave.	Morningside Dr.	South	New	1,100	12	2	7	1,150	500	6	200	4	1,150	Yes	Yes	Final design and additional right of way needed.		TBD
19.1	1	MLK Jr. Blvd.	Church Ave.	Wood Ave.	South	New	1,600	8	26	15	1,700	0	0	0	0	1,700	Yes	Yes	Final design and additional right of way needed.		TBD

Proposed Access Ramps Construction

Install / replace access ramps in coordination with asphalt overlays.

Ward	Street	From	To	Sidewalk Length	Ramps Each	Curb Feet	Est. Const. Time	Est. Cost
1	11th St.	Dunn Ave.	School Ave.	20	1	10	1	\$2,118
1	Center St.	College Ave.	Walnut Ave.	40	2	20	2	\$4,235
1	Duncan Ave.	12th St.	15th St.	20	1	10	1	\$2,118
1	Mountain St.	County Ave.	Willow Ave.	20	1	10	1	\$2,118
1	Sang Ave.	Stone St.	MLK Jr. Blvd.	60	3	30	3	\$6,353
1	South St.	Nelson Hackett Blvd.	College Ave.	40	2	20	2	\$4,235
1	Willow Ave.	Center St.	Huntsville Rd.	100	5	50	4	\$10,588
2	Campbell Ave.	Lafayette St.	Watson St.	40	2	20	2	\$4,235
2	Greenvally Ave.	Poplar St.	Ash St.	120	6	60	5	\$12,705
2	Hawthorn St.	Gregg Ave.	Vandeventer Ave.	40	2	20	2	\$4,235
2	Ila St	Wilson Ave.	Park Ave.	20	1	10	1	\$2,118
2	North St.	Gregg Ave.	College Ave.	40	2	20	2	\$4,235
2	Rock St. (W)	Church St.	East St.	40	2	20	2	\$4,235
2	Shady Ave.	Ila St.	Maple St.	80	4	40	3	\$8,470
2	Vandeventer Ave.	North St.	Cleburn St.	40	2	20	2	\$4,235
2	Watson St.	West Ave.	St. Charles Ave.	20	1	10	1	\$2,118
2	Woolsey Ave.	North St.	Cleburn St.	80	4	40	3	\$8,470
3	Adobe St.	Valencia Ave.	Villa Blvd.	180	9	90	8	\$19,058
3	Applebury Dr.	Cul-de-sac	Hope St.	20	1	10	1	\$2,118
3	Arroyo Ave.	Drake St.	Adobe St.	40	2	20	2	\$4,235
3	Boxwood Dr.	Old Wire Rd.	Juniper St.	20	1	10	1	\$2,118
3	Columbus Pl.	Columbus Blvd.	Cul-de-sac	20	1	10	1	\$2,118
3	Drake St.	Villa Blvd.	College Ave.	80	4	40	3	\$8,470
3	Elizabeth Ave.	Briarcliff St.	Rolling Hills Dr.	80	4	40	3	\$8,470
3	Front St.	Joyce Blvd.	Millsap Rd.	280	14	140	12	\$29,645
3	Juniper St.	Raintree Dr.	Boxwood Dr.	20	1	10	1	\$2,118
3	Valencia Ave.	Drake St.	Adobe St.	40	2	20	2	\$4,235
3	Village Dr.	Butternut Dr.	Appleby Rd.	160	8	80	7	\$16,940
4	Ann St.	Timberline Dr.	Weatherwood Ct.	120	6	60	5	\$12,705
4	El Paso Dr.	Double Springs Rd.	End	40	2	20	2	\$4,235
4	Salem Rd.	Fairfax St.	Wedington Dr.	300	31	300	23	\$44,790
4	Timbercrest Ave.	Oakfield St.	Mulberry St.	80	4	40	3	\$8,470
4	Timberline Dr.	Salem Rd.	Oakfield St.	100	2	20	2	\$8,057
4	Woodfield Way	Timberline Dr.	Oakfield St.	40	2	20	2	\$4,235
Totals				2,440	135	1,340	110	\$268,832
				(Feet)	(Each)	(Feet)	(Days)	(Cost)

2024 & 2025 PAVING PLAN (2024)

Model Year	Superseg Desc & Street	From Street	To Street	Classification Text	Rehab Text	Forced Selection	Total Cost	Begin PCI	Post PCI if Rehabbed	Post PCI no Rehab	Length	Rehab Group
2024	99995 - RAZORBACK RD			Minor Arterial	EM/FWM+Mod Overlay 2.0-3.0	True	\$150,887.00	1.00	94	0	5199.90	40
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD					-			640.70	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD					-			453.80	
	S RAZORBACK RD	W MARTIN LUTHER KING JR BLVD	W INDIAN TRL					-			331.50	
	S RAZORBACK RD	W INDIAN TRL	S RAZORBACK RD					-			388.40	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD					-			283.90	
	S RAZORBACK RD	S RAZORBACK RD	W 15TH ST					-			321.00	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD					-			106.96	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD					-			346.14	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD					-			548.69	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD					-			91.81	
	S RAZORBACK RD	S RAZORBACK RD	W INDIAN TRL					-			389.20	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD					-			85.97	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD					-			135.33	
	S RAZORBACK RD	S RAZORBACK RD	W BAUM DR					-			43.50	
	S RAZORBACK RD	W BAUM DR	S RAZORBACK RD					-			43.80	
	S RAZORBACK RD	S RAZORBACK RD	W BAUM DR					-			43.80	
	S RAZORBACK RD	W BAUM DR	S RAZORBACK RD					-			43.40	
	S RAZORBACK RD	S RAZORBACK RD	W ATHLETIC DR					-			40.00	
	S RAZORBACK RD	W ATHLETIC DR	S RAZORBACK RD					-			59.10	
	S RAZORBACK RD	S RAZORBACK RD	W ATHLETIC DR					-			59.10	
	S RAZORBACK RD	W ATHLETIC DR	S RAZORBACK RD					-			40.20	
	S RAZORBACK RD	S RAZORBACK RD	S RAZORBACK RD					-			320.80	
	S RAZORBACK RD	S RAZORBACK RD	W STADIUM DR					-			166.40	
	S RAZORBACK RD	W STADIUM DR	S RAZORBACK RD					-			216.40	
2024	13400 - ILA ST			Local	EM+Thin Overlay 1.5-2.0	True	\$29,331.00	66.30	92	64.9	1521.90	30
	W ILA ST	N LINCOLN AVE	N SHADY AVE					74.80			424.30	
	W ILA ST	N VANDEVENTER AVE	N WILSON AVE					52.50			476.70	
	W ILA ST	N SHADY AVE	N VANDEVENTER AVE					71.10			348.40	
	W ILA ST	N PARK AVE	N LINCOLN AVE					75.10			272.50	
2024	10705 - CARDWELL LN			Local	FWM+Thick Overlay >2.0-3.0	True	\$13,854.00	46.40	96	44.6	421.50	50
	W CARDWELL LN	N RAZORBACK RD	N OLIVER AVE					48.25			421.50	
2024	3901 - DICKSON ST			Major Collector	EM/FWM+Mod Overlay 2.0-3.0	True	\$27,752.00	58.20	94	56.3	583.60	40
	W DICKSON ST	N WEST AVE	W DICKSON ST					76.73			215.70	
	W DICKSON ST	N SCHOOL AVE	N WEST AVE					55.08			367.90	
2024	9845 - SHADY AVE + OTHERS			Local	FWM+Thick Overlay >2.0-3.0	True	\$48,748.00	53.70	96	52	1323.90	50
	N SHADY AVE	W ILA ST	W LOUISE ST					45.99			320.50	
	N VANDEVENTER	W ILA ST	W LOUISE ST					43.15			328.00	
	N VANDEVENTER	W MAPLE ST	W ILA					78.90			352.20	
	N SHADY AVE	W MAPLE ST	W ILA					48.54			323.20	
2024	9240 - REAGAN ST + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	\$16,980.00	44.00	94	42.2	489.50	40
	W REAGAN ST	ALLEY 624	N ARKANSAS AVE					41.35			279.20	
	W REAGAN ST	N GREGG AVE	ALLEY 624					51.86			210.30	
2024	4120 - EMERSON LN + Others			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$64,385.00	55.80	94	54	2170.20	40
	N WOODLAWN DR	E ROCKWOOD TRL	E WOODLAWN DR					46.80			461.40	
	E WOODLAWN DR	N MISSION BLVD	N WOODLAWN DR					70.80			470.90	
	E EMERSON LN	N MISSION BLVD	N THOREAU LN					54.00			519.40	
	N THOREAU LN	E EMERSON LN	E BRYAN LN					41.90			224.60	
	E BRYAN LN	N MISSION BLVD	N THOREAU LN					57.00			493.90	
2024	90010 - RUPPLE RD + Others			Minor Arterial	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	\$267,200.00	72.90	94	71.1	5534.10	40
	N RUPPLE RD	N GOLF CLUB DR	N RUPPLE RD					79.52			941.70	
	N RUPPLE RD	N BEST FRIEND LN	W ALBATROSS LOOP					62.05			542.70	
	N RUPPLE RD	EOP	N BEST FRIEND LN					71.24			467.90	
	N RUPPLE RD	W MALTA LN	N RUPPLE RD					73.00			415.00	
	N RUPPLE RD	N RUPPLE RD	W CONGRESSIONAL ST					88.75			415.50	
	N RUPPLE RD	W WEDINGTON DR	W CONGRESSIONAL ST					87.72			586.60	
	N RUPPLE RD	W ALBATROSS LOOP	N BEST FRIEND LN					80.60			548.60	
	N RUPPLE RD	W ALBATROSS LOOP	W STARRY NIGHT VW					62.96			460.50	
	N RUPPLE RD	N RUPPLE RD	W CHANTILLY DR					66.86			937.30	
	N RUPPLE RD	N RUPPLE RD	N RUPPLE RD					67.70			218.30	

2024	10800 - SALEM RD			Major Collector	EM/FWM+Mod Overlay 2.0-3.0	True	\$127,139.00	70.40	94	68.8	3525.30	40
	N SALEM RD	W WEDINGTON DR	W CHEVAUX DR					78.50			376.80	
	N SALEM RD	W CHEVAUX DR	W MICA ST					79.50			403.20	
	N SALEM RD	W VASSAR ST	W CORNELL ST					77.30			268.60	
	N SALEM RD	W FAIRFAX ST	EOP					52.00			105.10	
	N SALEM RD	W BUCKEYE ST	W ESSEX DR					44.20			267.10	
	N SALEM RD	W PRINCETON ST	W YALE ST					68.70			269.50	
	N SALEM RD	W YALE ST	W HARVARD ST					71.80			268.30	
	N SALEM RD	W HARVARD ST	W BUCKEYE ST					75.90			273.00	
	N SALEM RD	N TIMBERLINE DR	W VASSAR ST					70.40			94.70	
	N SALEM RD	W CORNELL ST	W PRINCETON ST					79.40			271.80	
	N SALEM RD	W MICA ST	N TIMBERLINE DR					71.70			653.50	
	N SALEM RD	W ESSEX DR	W FAIRFAX ST					43.80			273.70	
2024	11160 - TIMBERLINE DR + Others			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$87,706.00	52.40	94	50.6	2618.60	40
	N TIMBERLINE DR	W ANNE ST	W WOODFIELD WAY					49.10			265.90	
	W ANNE ST	N WEATHERWOOD CT	N TIMBERLINE DR					57.10			292.50	
	N TIMBERLINE DR	N COLORADO DR	W ANNE ST					55.50			427.40	
	N TIMBERLINE DR	N SALEM RD	N COLORADO DR					60.80			139.10	
	W OAKFIELD ST	N WOODFIELD WAY	N TIMBERLINE DR					58.70			324.20	
	N TIMBERRIDGE CT	N TIMBERLINE DR	EOP					42.70			313.50	
	N TIMBERLINE DR	N TIMBERRIDGE CT	W OAKFIELD ST					43.10			329.20	
	N TIMBERLINE DR	W WOODFIELD WAY	N TIMBERRIDGE CT					53.40			295.20	
	N WEATHERWOOD CT	EOP	N ANNE ST					57.30			231.60	
2024	11920 - SELLE DR + Others			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$39,428.00	52.30	94	50.5	1423.90	40
	W SELLE DR	W CATO SPRINGS RD	S EMMA AVE					49.90			772.70	
	W LAURA LEE ST	S COLEMAN AVE	EOP					47.00			166.00	
	W LAURA LEE ST	S EMMA AVE	S COLEMAN AVE					58.70			340.60	
	S COLEMAN AVE	W LAURA LEE ST	EOP					55.20			144.60	
2024	12120 - DUNN AVE + Others			Local	EM/FWM+Mod Overlay 2.0-3.0	True	63909.00	50.3	94	48.50	2131.2	40
	S DUNN AVE	W 11TH ST	W 13TH ST					52.10			685.90	
	W 11TH ST	S WEST AVE	S DUNN AVE					59.80			357.50	
	W 11TH ST	S SCHOOL AVE	W 11TH ST					61.70			172.60	
	W 11TH ST	W 11TH ST	S WEST AVE					66.00			201.40	
	S DUNN AVE	W NATIONAL ST	W 11TH ST					35.90			465.80	
	W NATIONAL ST	S DUNN AVE	S LT COL LEROY POND AVE					44.10			248.00	
2024	12220 - LEWIS AVE + Others			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$32,594.00	24.50	94	22.9	1231.40	40
	S GABBARD DR	W KAYWOOD LN	EOP					25.90			149.00	
	W GABBARD DR	W MITCHELL ST	W KAYWOOD LN					34.60			242.60	
	W KAYWOOD LN	EOP	S GABBARD DR					21.00			266.50	
	S LEWIS AVE	W STONE ST	W MITCHELL ST					22.40			573.30	
2024	13960 - VAN ASCHE DR + Others			Minor Arterial	EM+Thin Overlay 1.5-2.0	True	81989.00	71.2	92	69.60	3076.2	30
	W VAN ASCHE DR	W VAN ASCHE LOOP	W VAN ASCHE DR					65.60			71.60	
	W VAN ASCHE DR	W VAN ASCHE DR	W VAN ASCHE DR					65.50			42.20	
	W VAN ASCHE DR	N INVESTMENT DR	W VAN ASCHE LOOP					72.10			226.30	
	W VAN ASCHE DR	W VAN ASCHE LOOP	N STEELE BLVD					81.00			482.00	
	W VAN ASCHE DR	W VAN ASCHE DR	W VAN ASCHE DR					69.20			472.90	
	W VAN ASCHE DR	N INVESTMENT DR	W VAN ASCHE LOOP					73.40			339.30	
	W VAN ASCHE DR	W VAN ASCHE DR	W VAN ASCHE DR					66.80			434.60	
	W VAN ASCHE DR	N STEELE BLVD	N INVESTMENT DR					73.60			710.30	
	W VAN ASCHE DR	W VAN ASCHE DR	W VAN ASCHE DR					66.80			66.10	
	W VAN ASCHE DR	W VAN ASCHE DR	W VAN ASCHE DR					66.80			230.90	
2024	2080 - ABSHIER DR			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$23,294.00	51.60	94	49.9	970.70	40
	E ABSHIER DR	E NOBLE LN	N HILLCREST AVE					51.60			536.30	
	E ABSHIER DR	N COLLEGE AVE	E NOBLE LN					65.00			434.40	
2024	2180 - ADOBE ST + Others			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$64,362.00	55.30	94	53.5	2059.30	40
	N VALENCIA AVE	E ADOBE ST	E DRAKE ST					51.70			494.90	
	E ADOBE ST	N SIERRA AVE	N BARCELONA AVE					75.70			239.20	
	E ADOBE ST	N ARROYO AVE	N SIERRA AVE					61.20			268.60	
	N ARROYO AVE	E ADOBE ST	E DRAKE ST					47.90			526.80	
	E ADOBE ST	N VALENCIA AVE	N ARROYO AVE					55.50			261.80	
	E ADOBE ST	N BARCELONA AVE	N VILLA BLVD					53.40			268.00	

2024	2340 - HOPE ST + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	\$136,615.00	51.20	94	49.4	4000.80	40
	E APPLEBURY DR	E HOPE ST	EOP					31.00			294.10	
	E COLUMBUS PL	E COLUMBUS BLVD	EOP					53.00			440.10	
	N EASTWOOD DR	E HOPE ST	E MISSION BLVD					53.50			691.20	
	E HOPE ST	N KINGS DR	N EASTWOOD DR					45.00			406.50	
	E COLUMBUS BLVD	E COLUMBUS PL	N EASTWOOD DR					61.00			458.60	
	E COLUMBUS BLVD	N KINGS DR	E COLUMBUS PL					62.80			219.30	
	E HOPE ST	N EASTWOOD DR	E APPLEBURY DR					51.10			1491.00	
2024	7100 - NEW BRIDGE RD + Others			Major Collector	EM/FWM+Mod Overlay 2.0-3.0	True	\$129,325.00	52.40	94	50.5	4001.30	40
	W NEW BRIDGE RD	N FALLBROOK WAY	N SUNSHINE RD					63.80			190.40	
	W NEW BRIDGE RD	N BRIDGEPORT DR	N TRILLIUM LN					62.90			188.60	
	N 51ST AVE	W WEDINGTON DR	N SUNSHINE RD					56.00			657.70	
	W NEW BRIDGE RD	N SETTLEMENT LN	N INDEPENDENCE LN					48.30			271.30	
	W NEW BRIDGE RD	N DESARC WAY	N COLONY WAY					49.30			568.00	
	W NEW BRIDGE RD	N INDEPENDENCE PL	N DESARC WAY					53.50			176.60	
	W NEW BRIDGE RD	N TRILLIUM LN	N SETTLEMENT LN					49.30			645.00	
	W NEW BRIDGE RD	N BATSFORD DR	N FALLBROOK WAY					47.90			401.80	
	W NEW BRIDGE RD	N CANNONDALE DR	N BATSFORD DR					55.40			576.50	
	W NEW BRIDGE RD	N COLONY WAY	N CANNONDALE DR					46.90			325.40	
2024	7380 - APPLEBURY DR + Others			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$34,974.00	53.80	94	52	1406.60	40
	N APPLEBURY DR	N TANGLEBRIAR LN	N TANGLEBRIAR LN					60.14			1066.70	
	N ANNA PL	EOP	E ROCKWOOD TRL					38.71			339.90	
2024	7860 - BOXWOOD DR + Others			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$61,772.00	55.20	94	53.4	1916.30	40
	E JUNIPER ST	N BOXWOOD DR	N RAINTREE DR					73.00			249.40	
	N BOXWOOD DR	E JUNIPER ST	N OLD WIRE RD					52.03			767.60	
	N RAINTREE DR	E JUNIPER ST	N SUMAC DR					57.62			400.80	
	N BOXWOOD DR	E MAGNOLIA DR	E JUNIPER ST					54.02			105.90	
	N RAINTREE DR	N SUMAC DR	N OLD WIRE RD					56.87			392.60	
2024	8920 - VANDEVENTER AVE + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	\$103,692.00	54.10	94	52.3	2925.50	40
	N WOOLSEY AVE	W CLEBURN ST	W ADAMS ST					50.81			284.70	
	N VANDEVENTER AVE	W CLEBURN ST	W HAWTHORN ST					68.10			260.80	
	N VANDEVENTER AVE	W HAWTHORN ST	W ADAMS ST					43.97			351.20	
	W HAWTHORN ST	N VANDEVENTER AVE	N GREGG AVE					55.99			665.60	
	N WOOLSEY AVE	W ADAMS ST	W NORTH ST					60.15			345.00	
	W ADAMS ST	N VANDEVENTER AVE	N GREGG AVE					55.04			671.60	
	N VANDEVENTER AVE	W ADAMS ST	W NORTH ST					49.40			346.60	
2024	3700 - DOGWOOD LN			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	\$33,115.00	47.90	94	46.1	1517.90	40
	E DOGWOOD LN	E LAFAYETTE ST	ALLEY 697					63.50			383.60	
	E DOGWOOD LN	E MISSOURI WAY	N ASSEMBLY DR					65.80			165.90	
	E DOGWOOD LN	ALLEY 697	E MISSOURI WAY					38.60			968.40	
2024	1931 - SOUTH ST			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	\$35,324.00	83.40	94	82.4	973.60	40
	E SOUTH ST	S EAST AVE	S COLLEGE AVE					86.20			518.60	
	W SOUTH ST	S BLOCK AVE	S NELSON HACKETT BLVD					78.90			186.70	
	W SOUTH ST	S EAST AVE	S BLOCK AVE					81.50			268.30	
2024	12061 - DUNCAN AVE			Major Collector	EM/FWM+Mod Overlay 2.0-3.0	True	\$32,197.00	63.60	94	62	1298.10	40
	S DUNCAN AVE	S VAN BUREN AVE	W 15TH ST					59.90			586.70	
	S DUNCAN AVE	W 12TH ST	S VAN BUREN AVE					64.00			236.90	
	S DUNCAN AVE	S BACARDI AVE	W 12TH ST					69.70			474.50	
2024	8580 - DOUBLE SPRINGS RD			Minor Arterial	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	20889.00	18.9	94	17.40	664.4	40
	N DOUBLE SPRINGS RD	W WEDINGTON DR	N DOUBLE SPRINGS RD					20.57			664.40	
2024	3581 - COLT DR			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$11,912.00	32.40	94	30.6	327.90	40
	E COLT DR	N GREEN ACRES RD	EOP					32.60			327.90	
2024	13181 CENTER ST + Others			Major Collector	EM/FWM+Mod Overlay 2.0-3.0	True	21727.00	61.7	94	60.20	736.1	40
	W MEADOW ST	N WEST AVE	W MEADOW ST					65.95			277.50	
	W CENTER ST	N WEST AVE	W CENTER ST					58.80			318.60	
	W MEADOW ST	EOP	S GREGG ALY					56.60			54.30	
	W CENTER ST	W MEADOW ST	S GREGG AVE					69.90			85.70	
2024	11800 - BUTTERFIELD TRL			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$20,561.00	31.80	94	30.1	1083.80	40
	S BUTTERFIELD TRL	W BAILEY DR	PRIVATE 4045					31.10			839.20	
	S BUTTERFIELD TRL	EOP	W BAILEY DR					33.40			244.60	
2024	9221 - GREGG AVE			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$16,997.00	82.30	94	81.2	722.50	40
	N GREGG AVE	ALLEY 318	ALLEY 333					87.60			175.90	
	N GREGG AVE	ALLEY 333	W LAFAYETTE ST					88.48			402.40	
	N GREGG AVE	W DICKSON ST	ALLEY 318					63.04			144.20	

2024	9981 - LINDELL AVE			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$7,573.00	56.80	94	55.1	350.90	40
	N LINDELL AVE	W CLEVELAND ST	W EAGLE ST					58.51			350.90	
2024	10261 - ALLEY 850 + Others			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$10,401.00	31.40	94	29.6	582.20	40
	ALLEY 850	W DOUGLAS ST	W CARAWAY ST					30.90			409.70	
	W CARAWAY ST	ALLEY 850	N STORER AVE					32.20			172.50	
2024	11280 - LAWSON ST			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$23,639.00	22.90	94	21.3	1318.70	40
	W LAWSON ST	N WOOLSEY AVE	N VANDEVENTER AVE					35.00			610.20	
	W LAWSON ST	N VANDEVENTER AVE	N GREGG AVE					14.30			708.50	
2024	8661 - CENTER ST			Major Collector	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	13375.00	35.3	94	33.40	348.5	40
	W CENTER ST	N DUNCAN AVE	S HARMON AVE					37.31			348.50	
2024	4200 - MCCLINTON ST			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$26,783.00	56.50	94	54.7	1327.30	40
	E MCCLINTON ST	S WOOD AVE	S JANELLE AVE					70.30			401.00	
	E MCCLINTON ST	S JANELLE AVE	S ELMHURST AVE					51.00			371.50	
	E MCCLINTON ST	S ELMHURST AVE	S MORNINGSIDE DR					50.70			554.80	
2024	10621 - STEPHEN CARR MEMORIAL BLVD			Major Collector	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	\$62,877.00	45.30	94	43.4	1161.10	40
	N STEPHEN CARR MEMORIAL BLVD	N STEPHEN CARR MEMORIAL BLVD	N EXIT 65					54.00			52.60	
	N STEPHEN CARR MEMORIAL BLVD	N RAMP 65	S RAMP 65					49.60			853.60	
	N STEPHEN CARR MEMORIAL BLVD	S EXIT 65	N HENBEST DR					32.90			197.00	
	N STEPHEN CARR MEMORIAL BLVD	S EXIT 65	N HENBEST DR					33.50			57.90	
2024	3260 - MOUNTAIN ST + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	\$133,300.00	52.80	94	51.1	5260.80	40
	E CENTER ST	S COUNTY AVE	N MILL AVE					56.60			159.10	
	N COUNTY AVE	E CENTER ST	E CENTER ST					49.10			48.70	
	S WILLOW AVE	E ROCK ST	S WALKER RD					53.40			572.90	
	E CENTER ST	S WILLOW AVE	N WALNUT AVE					61.90			443.60	
	E MOUNTAIN ST	E MOUNTAIN ST	S WASHINGTON AVE					62.10			212.90	
	S WILLOW AVE	E CENTER ST	E MOUNTAIN ST					44.50			208.00	
	E MOUNTAIN ST	S WASHINGTON AVE	S WILLOW AVE					38.90			537.90	
	E MOUNTAIN ST	E MOUNTAIN ST	S COUNTY AVE					35.10			113.80	
	S WILLOW AVE	E MOUNTAIN ST	E ROCK ST					56.80			433.60	
	S WASHINGTON AVE	E MOUNTAIN ST	E ROCK ST					56.60			411.10	
	N COUNTY AVE	E CENTER ST	E MEADOW ST					38.10			166.60	
	E CENTER ST	N COLLEGE AVE	N COUNTY AVE					46.40			222.30	
	S COUNTY AVE	E CENTER ST	E MOUNTAIN ST					78.60			250.50	
	E CENTER ST	N MILL AVE	N WILLOW AVE					63.40			573.10	
	S WILLOW AVE	E CENTER ST	E SPRING ST					49.60			170.20	
	S WILLOW AVE	S WALKER RD	E HUNTSVILLE RD					61.20			736.50	
2024	3280 - ROCK ST + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	True	\$85,871.00	45.10	94	43.3	3467.30	40
	E ROCK ST	ALLEY 36	S COLLEGE AVE					54.60			304.10	
	E ROCK ST	S EAST AVE	ALLEY 36					71.70			199.70	
	W ROCK ST	S BLOCK AVE	S CHURCH AVE					35.00			370.40	
	W ROCK ST	S EAST AVE	S BLOCK AVE					72.10			270.60	
	E ROCK ST	S WALKER RD	S KNERR DR					56.20			807.90	
	E ROCK ST	S WILLOW AVE	S WALKER RD					45.30			894.40	
	S KNERR DR	E ROCK ST	EOP					-			620.20	
2024	2200 - ZION RD WC 92 + Others			Major Collector	EM/FWM+Mod Overlay 2.0-3.0	True	\$84,038.00	70.50	94	68.9	2405.20	40
	E ALBRIGHT RD	E ALBRIGHT RD	E ALBRIGHT RD					79.70			330.00	
	E ZION RD	N CROSSOVER RD	E ZION RD					67.40			1381.10	
	E ZION RD	N CROSSOVER RD	N CROSSOVER RD					66.70			19.70	
	E ZION RD	E ZION RD	E ZION RD					66.70			28.40	
	S GEORGE ANDERSON RD	S GEORGE ANDERSON RD	E ZION RD					77.90			646.00	
2024	8740 - SHERYL AVE + Others			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$85,548.00	52.30	94	50.5	2821.20	40
	N ELIZABETH AVE	E ETON ST	E CORTLAND ST					51.77			283.80	
	N ELIZABETH AVE	E CORTLAND ST	E BRIARCLIFF ST					61.67			277.70	
	N ELIZABETH AVE	E ROLLING HILLS DR	E ETON ST					60.55			710.20	
	N SHERYL AVE	E ROLLING HILLS DR	E HAROLD ST					50.01			1549.50	
2024	90180 - WEST AVE			Major Collector	EM/FWM+Mod Overlay 2.0-3.0	True	\$23,403.00	54.60	94	52.5	802.40	40
	N WEST AVE	W WATSON ST	W LAFAYETTE ST					66.14			404.90	
	N WEST AVE	W DICKSON ST	W WATSON ST					46.12			397.50	
2024	3801 - WATSON ST			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$21,037.00	78.20	94	77.3	1372.50	40
	W WATSON ST	N CAMPBELL AVE	N WEST AVE					80.10			591.80	
	W WATSON ST	N ROLLSTON AVE	N CAMPBELL AVE					52.60			124.50	
	W WATSON ST	N THOMPSON AVE	N ROLLSTON AVE					66.00			222.50	
	W WATSON ST	ALLEY 164	N THOMPSON AVE					87.80			302.00	
	W WATSON ST	N SAINT CHARLES AVE	ALLEY 164					88.00			131.70	

2024	7980 - CAMPBELL AVE			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$16,035.00	71.00	94	69.7	803.70	40
	N CAMPBELL AVE	W DICKSON ST	W WATSON ST					59.37			398.70	
	N CAMPBELL AVE	W WATSON ST	W LAFAYETTE ST					86.50			405.00	
2024	10720 - THOMPSON AVE + Others			Local	EM/FWM+Mod Overlay 2.0-3.0	True	\$41,923.00	66.10	94	64.7	2050.90	40
	N ROLLSTON AVE	W DICKSON ST	W WATSON ST					29.70			401.30	
	N ROLLSTON AVE	W WATSON ST	W LAFAYETTE ST					75.20			405.80	
	W BOLES ST	N SAINT CHARLES AVE	N THOMPSON AVE					75.30			434.20	
	N THOMPSON AVE	ALLEY 386	W LAFAYETTE ST					89.80			115.70	
	N THOMPSON AVE	W DICKSON ST	W WATSON ST					78.50			403.30	
	N THOMPSON AVE	W WATSON ST	ALLEY 362					76.40			106.70	
	N THOMPSON AVE	ALLEY 362	W BOLES ST					67.80			95.80	
	N THOMPSON AVE	W BOLES ST	ALLEY 386					53.80			88.10	

\$2,434,461.00

79928.70 LF
15.14 MILES

2024 & 2025 PAVING PLAN (2025)

Model Year	Superseg Desc & Street	From Street	To Street	Classification Text	Rehab Text	Forced Selection	Total Cost	Begin PCI	Post PCI if Rehabbed	Post PCI no Rehab	Length	Rehab Group
2025	10360 - OLD MISSOURI RD + Others			Major Collector	Super Thin 3/4" Overlay +SP	False	\$79,898.86	70.30	90	68.8	3830.60	
	N OLD MISSOURI RD	E ELAINE ST	E BROOKHAVEN DR					69.10			331.70	
	N OLD MISSOURI RD	E BROOKHAVEN DR	N OLD MISSOURI RD					66.30			79.50	
	N OLD MISSOURI RD	N OLD MISSOURI RD	N OLD MISSOURI RD					73.40			1246.40	
	N OLD MISSOURI RD	E FARGO RD	E VENTURE PL					73.40			377.80	
	N OLD MISSOURI RD	N OLD MISSOURI RD	E FARGO RD					73.40			334.60	
	N OLD MISSOURI RD	E VENTURE PL	E JOYCE BLVD					59.40			508.50	
	N OLD MISSOURI RD	E STUBBLEFIELD RD	E ELAINE AVE					77.90			952.10	
2025	10480 - PARK AVE			Minor Collector	Super Thin 3/4" Overlay +SP	False	\$20,273.44	71.60	90	70.1	1275.00	20
	N PARK AVE	W CLEBURN ST	W GECKO LN					80.90			391.40	
	N PARK AVE	W PROSPECT ST	W CLEBURN ST					63.80			638.10	
	N PARK AVE	W GECKO LN	W NORTH ST					83.70			245.50	
2025	11300 - VANTAGE DR + Others			Minor Collector	Super Thin 3/4" Overlay +SP	False	\$99,298.32	70.90	90	69.5	5170.20	20
	N VANTAGE DR	N VANTAGE DR	N VANTAGE DR					75.70			497.50	
	N VANTAGE DR	E AUGUSTINE LN	E STEARNS ST					69.90			555.40	
	N VANTAGE DR	E STEARNS ST	N VANTAGE DR					70.90			1023.80	
	N VANTAGE DR	E JOYCE BLVD	E AUGUSTINE LN					71.60			460.00	
	N VANTAGE DR	N VANTAGE DR	N VANTAGE DR					82.80			475.00	
	N VANTAGE DR	N VANTAGE DR	E STEARNS ST					74.70			1022.70	
	N VANTAGE DR	N VANTAGE DR	N VANTAGE DR					75.50			497.50	
	N VANTAGE DR	N VANTAGE DR	N VANTAGE DR					65.20			477.70	
	N VANTAGE DR	N VANTAGE DR	E ZION RD					73.30			160.60	
2025	11660 - BEECHWOOD AVE			Major Collector	Super Thin 3/4" Overlay +SP	False	\$25,400.68	71.70	90	70.2	1239.10	20
	S BEECHWOOD AVE	S BEECHWOOD AVE	W CROWNE DR					67.60			314.20	
	S BEECHWOOD AVE	W RICHMOND DR	W 18TH ST					76.80			498.10	
	S BEECHWOOD AVE	W CROWNE DR	W RICHMOND DR					75.00			356.50	
	S BEECHWOOD AVE	ROUNDAABOUT 1009	S BEECHWOOD AVE					60.90			70.30	
2025	12760 - SANG AVE			Minor Collector	Super Thin 3/4" Overlay +SP	False	\$12,118.11	70.20	90	68.7	755.60	20
	S SANG AVE	W STONE ST	W MITCHELL ST					68.60			569.10	
	S SANG AVE	W OLD FARMINGTON RD	W MARTIN LUTHER KIND JR BLVD					77.20			186.50	
2025	13000 - ABILENE DR + Others			Local	Super Thin 3/4" Overlay +SP	False	\$39,060.73	70.40	90	69	2109.00	20
	W COPPER RIDGE LN	EOP	N DOUBLE SPRINGS RD					70.60			640.70	
	W EL PASO DR	W ABILENE DR	N DOUBLE SPRINGS RD					68.80			560.30	
	W ABILENE DR	E EL PASO DR	N DOUBLE SPRINGS RD					75.10			812.10	
	W EL PASO DR	EOP	W ABILENE DR					63.70			95.90	
2025	13140 - CATO SPRINGS RD			Major Collector	Super Thin 3/4" Overlay +SP	False	\$64,519.80	71.80	90	70.2	3108.60	20
	W CATO SPRINGS RD	S CLOVER DR	S FLORIDA WAY					74.90			165.50	
	W CATO SPRINGS RD	S INNOVATION WAY	S EMMA AVE					75.80			108.10	
	W CATO SPRINGS RD	S SCHOOL AVE	W SELLE DR					67.90			421.00	
	W CATO SPRINGS RD	W CATO SPRINGS RD	S GARLAND AVE					71.20			557.30	
	W CATO SPRINGS RD	S LAVERNE AVE	S CLINE AVE					81.40			159.10	
	W CATO SPRINGS RD	S CLINE AVE	S CLOVER DR					68.90			139.50	
	W CATO SPRINGS RD	W SELLE DR	S INNOVATION WAY					76.90			336.20	
	W CATO SPRINGS RD	S EMMA AVE	S COLEMAN AVE					79.90			261.30	
	W CATO SPRINGS RD	S COLEMAN AVE	S COLEMAN AVE					68.70			84.20	
	W CATO SPRINGS RD	S COLEMAN AVE	S LAVERNE AVE					78.00			568.50	
	W CATO SPRINGS RD	S FLORIDA WAY	W CATO SPRINGS RD					61.10			156.30	
	W CATO SPRINGS RD	W CATO SPRINGS RD	W CATO SPRINGS RD					61.10			151.60	
2025	13380 - GOOSE CREEK RD + Others			Major Collector	Super Thin 3/4" Overlay +SP	False	\$49,159.92	71.70	90	70.2	3302.30	20
	W GOOSE CREEK RD	S 85TH AVE	S LITTLE ELM RD					73.90			2069.80	
	W GOOSE CREEK RD	GOOSE CREEK RD	S 85TH AVE					72.00			1232.50	
2025	13540 - MELMAR DR			Local	FWM+Thick Overlay >2.0-3.0 +SP	False	\$64,760.48	29.30	96	27.6	1485.20	50
	W MELMAR DR	N LEVERETT AVE	W PEACHTREE DR					45.10			535.20	
	W MELMAR DR	W PEACHTREE DR	N GARLAND AVE					23.30			950.00	
2025	13840 - PROSPECT ST			Minor Collector	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	\$47,371.49	53.70	94	51.8	1564.80	40
	W PROSPECT ST	N PARK AVE	N WOOLSEY AVE					57.20			405.50	
	W PROSPECT ST	N VANDEVENTER AVE	N WILSON AVE					53.50			475.50	
	W PROSPECT ST	N WOOLSEY AVE	N VANDEVENTER AVE					63.40			683.80	

2025	1820 - 13TH ST + Others			Local	Super Thin 3/4" Overlay +SP	False	\$17,072.72	70.30	90	68.9	885.30	20
	E 13TH ST	S HAPPY HOLLOW RD	S WARFORD DR					70.90			501.00	
	S HAPPY HOLLOW RD	E 15TH ST	E 13TH ST					75.90			171.70	
	S WARFORD DR	E 13TH ST	EOP					65.90			212.60	
2025	4880 - VILLAGE DR + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	\$63,764.36	53.30	94	51.5	1788.40	40
	E VILLAGE DR	EOP	E MALINDA DR					42.30			122.30	
	E VILLAGE DR	N BUTTERNUT DR	E MARGARET PL					63.40			309.60	
	E VILLAGE DR	E JASON DR	N WAYNE DR					52.40			961.30	
	E JASON DR	E APPLEBY RD	E VILLAGE DR					59.40			395.20	
2025	5560 - MILLSAP RD + Others			Minor Collector	Super Thin 3/4" Overlay +SP	False	\$196,032.63	71.10	90	69.7	7881.50	20
	E MILLSAP RD	N FUTRALL DR	N PLAINVIEW AVE					73.90			1525.80	
	E MILLSAP RD	N PLAINVIEW AVE	N COLLEGE AVE					73.60			1207.60	
	N NORTHHILLS BLVD	E MONTE PAINTER DR	ROUNDABOUT 1002					65.90			859.90	
	N NORTHHILLS BLVD	E APPLEBY RD	E MONTE PAINTER DR					71.20			829.00	
	N FUTRALL DR	N WIMBERLY DR	E MILLSAP RD					84.10			347.70	
	N FUTRALL DR	N GREGG AVE	N EXIT 150					73.00			1039.60	
	N FUTRALL DR	ROUNDABOUT 1002	N WIMBERLY DR					74.60			988.80	
	ROUNDABOUT 1002	N NORTHHILLS BLVD	N FUTRALL DR					71.10			137.00	
	ROUNDABOUT 1002	N FUTRALL DR	N RAMP 150					64.10			44.80	
	ROUNDABOUT 1002	N EXIT 150	N FUTRALL DR					70.60			74.50	
	ROUNDABOUT 1002	N RAMP 150	N EXIT 150					62.50			82.50	
	N FUTRALL DR	N EXIT 150	ROUNDABOUT 1002					76.80			607.20	
	ROUNDABOUT 1002	N FUTRALL DR	N NORTHHILLS BLVD					67.00			137.10	
2025	5680 - NORTH ST + Others			Principal Arterial	Super Thin 3/4" Overlay +SP	False	\$65,672.69	71.60	90	69.6	2753.00	20
	W NORTH ST	N SHADY LN	N VANDEVENTER AVE					78.70			202.70	
	W NORTH ST	N VANDEVENTER AVE	N VANDEVENTER AVE					78.40			105.70	
	W NORTH ST	N VANDEVENTER AVE	N GREGG AVE					75.70			551.20	
	E NORTH ST	N HIGHLAND AVE	N POLLARD AVE					66.90			420.70	
	W NORTH ST	N HIGHLAND AVE	N PARK AVE					78.10			414.00	
	W NORTH ST	N PARK AVE	N WOOLSEY AVE					68.70			413.20	
	W NORTH ST	N WOOLSEY AVE	N SHADY LN					71.90			458.70	
	E NORTH ST	N POLLARD AVE	N COLLEGE AVE					76.90			186.80	
2025	5700 - NORTH ST			Minor Arterial	Super Thin 3/4" Overlay +SP	False	\$48,241.06	70.70	90	68.9	2559.70	20
	E NORTH ST	N WASHINGTON AVE	ALLEY 250					61.00			173.80	
	E NORTH ST	N HILLCREST AVE	W LAKERIDGE DR					78.30			344.60	
	E NORTH ST	N WANEETAH AVE	N HILLCREST AVE					78.00			331.00	
	E NORTH ST	E LAKERIDGE DR	N MISSION BLVD					71.80			263.00	
	E NORTH ST	W LAKERIDGE DR	E LAKEFRONT DR					83.10			405.50	
	E NORTH ST	E LAKEFRONT DR	E LAKEFRONT DR					65.00			383.40	
	E NORTH ST	E LAKEFRONT DR	E LAKERIDGE DR					75.80			128.10	
	E NORTH ST	N COLLEGE AVE	N WASHINGTON AVE					66.50			360.90	
	E NORTH ST	ALLEY 250	N WANEETAH AVE					66.10			169.40	
2025	6560 - STONE MOUNTAIN DR + Others			Minor Collector	Super Thin 3/4" Overlay +SP	False	\$75,851.65	71.90	90	70.4	4224.90	20
	E STONE MOUNTAIN DR	E PEBBLESTONE DR	N LIMESTONE DR					80.50			999.60	
	E STONE MOUNTAIN DR	N CROSSOVER RD	N STONE BRIDGE RD					68.10			1501.40	
	E STONE MOUNTAIN DR	N STONE BRIDGE RD	E PEBBLESTONE DR					80.50			319.40	
	E STONE MOUNTAIN DR	N LIMESTONE DR	EOP					81.00			139.20	
	N STONE BRIDGE RD	E TUPELO HONEY DR	E STONE MOUNTAIN DR					71.30			1265.30	
2025	6700 - GREGG AVE + Others			Minor Arterial	Super Thin 3/4" Overlay +SP	False	\$205,692.06	71.80	90	70.2	6926.80	20
	N GREGG AVE	W ELM ST	PUBLIC 2401					84.20			445.40	
	N GREGG AVE	W SPRUCE ST	W SYCAMORE ST					81.60			722.40	
	N GREGG AVE	W SYCAMORE ST	W ASH ST					79.40			783.10	
	N DRAKE ST	N COLLEGE AVE	N VILLA BLVD					60.00			1266.40	
	E TOWNSHIP ST	W TOWNSHIP ST	N GREEN ACRES RD					84.20			394.10	
	W TOWNSHIP ST	E TOWNSHIP ST	N GREGG AVE					77.20			599.20	
	E TOWNSHIP ST	N GREEN ACRES RD	N COLLEGE AVE					69.30			1360.10	
	N GREGG AVE	PUBLIC 2401	W TOWNSHIP ST					74.10			1356.10	

2025	7140 - PERSIMMON ST + Others			Major Collector	Super Thin 3/4" Overlay +SP	False	\$94,806.63	72.10	90	70.6	5455.40	20
	W PERSIMMON ST	N DRYWOOD CREEK DR	N REEDS BRIDGE DR					75.60			287.00	
	N 54TH AVE	W PERSIMMON ST	W PERSIMMON ST					49.40			233.50	
	N 54TH AVE	W POISON SPRINGS DR	W PERSIMMON ST					54.20			532.70	
	W PERSIMMON ST	N SNYDERS BLUFF DR	N LONE JACK DR					82.20			264.20	
	W PERSIMMON ST	N LONE JACK DR	W CANE HILL DR					82.30			290.20	
	W PERSIMMON ST	W CANE HILL DR	N DRYWOOD CREEK DR					78.50			286.80	
	W PERSIMMON ST	N 54TH AVE	N SNYDERS BLUFF DR					84.40			408.10	
	W PERSIMMON ST	N MONROE STATION DR	N DOUBLE SPRINGS RD					73.70			224.30	
	W PERSIMMON ST	N ROCKY XING	N MONROE STATION DR					77.50			982.00	
	W PERSIMMON ST	N SABINE PASS RD	N ROCKY XING					79.60			314.70	
	W PERSIMMON ST	N COLD HARBOR AVE	N DREWRY'S BLUFF DR					79.80			326.70	
	W PERSIMMON ST	N DREWRY'S BLUFF DR	N SABINE PASS RD					76.10			329.10	
	W PERSIMMON ST	N REEDS BRIDGE DR	N COLD HARBOR AVE					78.80			310.20	
	N 54TH AVE	W DOT TIPTON RD	W POISON SPRINGS DR					57.30			665.90	
2025	7760 - GROUSE RD + Others			Local	Super Thin 3/4" Overlay +SP	False	\$28,782.38	70.00	90	68.6	1856.90	20
	W GROUSE RD	N DOWNS AVE	N BERMUDA AVE					78.82			427.40	
	W GROUSE RD	N BLUEGRASS PL	N RUPPLE RD					77.91			173.70	
	W GROUSE RD	N BERMUDA AVE	N BLUEGRASS PL					81.32			270.00	
	N BLUEGRASS PL	W HAYMAKER PL	W GROUSE RD					68.45			681.40	
	W HAYMAKER PL	N BLUEGRASS PL	N RUPPLE RD					65.24			174.60	
	N DOWNS AVE	W GROUSE RD	N DOWNS AVE					56.37			129.80	
2025	8720 - PEACHTREE DR + Others			Local	Super Thin 3/4" Overlay +SP	False	\$40,988.75	71.50	90	70.1	2961.90	20
	N SHADY AVE	W POPLAR ST	W PEAR ST					75.25			352.80	
	N EASY AVE	W POPLAR ST	W PEAR ST					77.04			351.00	
	W VAN GOGH PL	N CHESTNUT AVE	EOP					64.90			484.30	
	W PEACHTREE DR	N LEVERETT AVE	W MELMAR DR					78.11			768.20	
	W PEAR ST	N SHADY AVE	N EASY AVE					78.15			342.60	
	N SHADY AVE	W PEAR ST	EOP					66.44			318.30	
	N EASY AVE	W PEAR ST	EOP					87.75			344.70	
2025	8940 - FRONT ST			Minor Collector	Super Thin 3/4" Overlay +SP	False	\$64,854.15	72.60	90	71.1	3254.60	20
	N FRONT ST	N FRONT ST	E JOYCE BLVD					76.52			1309.00	
	N FRONT ST	E MILLSAP RD	E SAIN ST					74.68			887.50	
	N FRONT ST	E SAIN ST	N FRONT ST					74.98			740.20	
	N FRONT ST	N FRONT ST	N FRONT ST					74.98			317.90	
2025	9100 - GREEN ACRES RD			Minor Collector	Super Thin 3/4" Overlay +SP	False	\$47,558.38	72.30	90	70.8	2841.70	20
	N GREEN ACRES RD	E POPLAR ST	E ELM ST					78.98			649.10	
	N GREEN ACRES RD	E ELM ST	E COLT SQUARE DR					81.70			847.00	
	N GREEN ACRES RD	E COLT SQUARE DR	E COLT DR					69.29			315.80	
	N GREEN ACRES RD	E COLT DR	N GREEN ACRES RD					75.04			591.10	
	N GREEN ACRES RD	W COLT SQUARE DR	E TOWNSHIP ST					66.46			438.70	
2025	9120 - TIMBERCREST AVE + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	\$107,121.74	53.60	94	51.8	2903.40	40
	W MULBERRY ST	N TIMBERCREST AVE	N GREENLEAF DR					60.69			268.50	
	N TIMBERCREST AVE	W MULBERRY ST	W ANNE ST					54.12			655.50	
	N GREELEAF DR	W MULBERRY ST	W ANNE ST					62.58			441.90	
	W WOODFIELD WAY	W OAKFIELD ST	N TIMBERLINE DR					50.92			892.70	
	W OAKFIELD ST	N TIMBERCREST AVE	W WOODFIELD WAY					58.80			273.50	
	N TIMBERCREST AVE	W ANNE ST	W OAKFIELD ST					65.81			371.30	
2025	9140 - GREENVALLEY AVE + Others			Local	Super Thin 3/4" Overlay +SP	False	\$39,538.52	70.10	90	68.7	2286.50	20
	N GREENVALLEY AVE	W MILLER ST	W POPLAR ST					75.47			372.30	
	N WOODLAND AVE	E SYCAMORE ST	E ASH ST					69.74			421.40	
	N GREENVALLEY AVE	W ASH ST	W MILLER ST					74.03			702.10	
	N RENO DR	E SYCAMORE ST	EOP					88.72			214.20	
	W ASH ST	N ASLAN PL	N GREGG AVE					62.99			313.60	
	W ASH ST	N WOOLSEY AVE	N ASLAN PL					69.87			262.90	

2025	9980 - BERRY ST + Others			Local	EM/FWM+Mod Overlay 2.0-3.0 +SP	False	\$54,021.77	\$ 53.40	94.00	51.6	1757.1	40.00
	W HUGHES ST	N OAKLAND AVE	ALLEY 970					62.71			173.70	
	W HUGHES ST	N STORER AVE	N OAKLAND AVE					52.71			267.10	
	N OAKLAND AVE	W EAGLE ST	W BERRY ST					50.51			351.20	
	W BERRY ST	N STORER AVE	N OAKLAND AVE					62.17			266.50	
	W BERRY ST	ALLEY 848	N STORER AVE					41.87			183.70	
	W BERRY ST	ALLEY 970	N LINDELL AVE					68.37			176.50	
	W BERRY ST	N LEVERETT AVE	ALLEY 848					55.62			168.60	
	W BERRY ST	N OAKLAND AVE	ALLEY 970					63.44			169.80	
2025	12585 - MORNINGSIDE DR			Major Collector	Super Thin 3/4" Overlay +SP	False	\$41,744.98	70.30	90	68.8	2426.50	20
	S MORNINGSIDE DR	E 15H ST	E PUMP STATION RD					73.34			2426.50	
							\$1,693,606.29					
												76604.00 LF
												14.51 MILES



MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council

THRU:

FROM: Waylon Abernathy, Bond Projects & Construction Dir

SUBJECT: **Bid 23-47 Construction Contract with JBZ Inc. dba Ellingson Contracting for Porter Warehouse Stabilization and approve a project contingency.**

RECOMMENDATION:

Approval of Bid 23-47 Construction Contract with JBZ, Inc. dba Ellingson Contracting for the stabilization of the Porter Warehouse in the amount of \$733,746.00 and a project contingency in the amount of \$35,000.00.

BACKGROUND:

In 2019, Revival Architecture provided a building condition assessment, a historical report, and temporary stabilization drawings.
That same year, facilities staff procured vendors to provide those stabilization measures.
In 2020, the building was placed on the Historical Register.
In 2023, Revival Architect Contract 2023-32 was amended to provide bid documents and bid assistance for the Masonary Stabilization Project.

DISCUSSION:

On December 10, 2023, Purchasing received bids for the Porter Warehouse stabilization. JBZ, d/b/a Ellingson Contracting was selected based on their qualifications related to historical structures, and their proposed cost associated with the work. Ellingson completed the Woolsey Farmhouse reconstruction. We were pleased with their quality and performance.
The scope of work on this project includes foundation stabilization, remove and reconstruct the masonry wall with existing brick, tuckpoint south and west masonry walls. New exterior doors, windows and louvers, roof beam supports, and new entry stairs.

BUDGET/STAFF IMPACT:

Approved Capital Funds from 4470.090.8900-5400.00 Building and Grounds, 20001.1 Porter Warehouse Stabilization.

ATTACHMENTS: SRF (#3), Bid 23-47 Contract (#4), Bid 23-47, Submittal - Ellingson Contracting (JBZ, Inc) - E (#5), Bid 23-47, Appendix C - Bid Tab (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1710

Bid 23-47 Construction Contract with JBZ Inc. dba Ellingson Contracting for Porter Warehouse Stabilization and approve a project contingency.

A RESOLUTION TO AWARD BID #23-47 AND AUTHORIZE A CONTRACT WITH JBZ, INC. D/B/A ELLINGSON CONTRACTING IN THE AMOUNT OF \$733,746.00 FOR THE STABILIZATION OF THE PORTER WAREHOUSE, AND TO APPROVE A PROJECT CONTINGENCY IN THE AMOUNT OF \$35,000.00

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 #23-47 and authorizes Mayor Jordan to sign a contract with JBZ, Inc. d/b/a Ellingson Contracting in the amount of \$733,746.00 for the stabilization of the Porter Warehouse, and further approves a project contingency in the amount of \$35,000.00.

City of Fayetteville Staff Review Form

2024-1710

Item ID

2/20/2024

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

Wade Abernathy

1/30/2024

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Bid 23-47 Construction Contract with JBZ Inc., dba Ellingson Construction for the Porter Warehouse Stabilization in the amount of \$733,746.00 and approve a project Contingency in the amount of \$35,000.

Budget Impact:

4470.090.8900-5400.00

Building and Grounds Maintenance

Account Number

Fund

20001

Portar Warehouse Stabilization

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 835,600.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 835,600.00

Does item have a direct cost? Yes

Item Cost

\$ 768,745.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 66,855.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



THIS AGREEMENT (Contract) is made this _____ day of _____, 2024, by and between City of Fayetteville, Arkansas, acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **JBZ, Inc. dba Ellingson Contracting** (CONTRACTOR or ELLINGSON).

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

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

1. Contracted parties and relationship:

- a. This agreement shall be binding between all parties. Fees shall be provided as identified in appendices.
 - i. **ELLINGSON's** Tax identification number (TIN) ending in 8929
 - ii. **ELLINGSON's** Arkansas Contractor License No. 0324340324
 - iii. **ELLINGSON's** Secretary of State Filing No. 800184726
- 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:** City Issued Bid identified as **Bid 23-47, Construction – Porter Warehouse Stabilization** with the specifications and conditions typed thereon inclusive of all bidding documents, plans and drawings, and issued addenda.
 - ii. **Appendix B:** **ELLINGSON's** Bid Submittal
 - iii. **Appendix C:** Bid Tabulation
 - iv. **Appendix D:** **ELLINGSON's** Certificate of Insurance
 - v. **Appendix E:** **ELLINGSON's** 100% Performance and Payment Bonds
 1. **Appendix D and E** shall be submitted to the CITY within the timeframe identified in the bid documents or 10 (ten) calendar days.
- b. This agreement may be modified only by a duly executed written instrument signed by the CITY and CONTRACTOR.
- c. **ORDER OF PRECEDENCE:** In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the following order: (a) Change Orders and written

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

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

- a. City of Fayetteville: Attention: Mayor Lioneld Jordan, 113 W. Mountain, Fayetteville, AR 72701
- b. Contractor: JBZ, Inc. dba Ellingson Contracting, 108 E. University St., Siloam Springs, AR 72761

4. Definitions:

- a. Unless otherwise specifically defined in this Agreement, any terms that have well-known technical or trade meanings shall be interpreted in accordance with their well-known meanings.
- b. "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.
- c. A "Change Order" is a written order signed by all Parties after execution of this Agreement, indicating changes in the scope of the Work, and Date of Substantial Completion or Date of Final Completion.
- d. "Contract Time" is the period between the Date of Notice to Proceed and the total time authorized to achieve Final Completion.
- e. The "Contractor" is the person or entity identified in this contract and includes Contractor's Representative.
- f. "Cost of the Work" means the total costs and discounts charged to the City.
- 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 or engineer retained by the City and its subconsultants, to perform design or engineering services for the Project.
- j. "Final Completion" occurs on the date when Contractor's obligations under this Agreement are complete and accepted by City and final payment becomes due and payable. This date shall be confirmed by a Certificate of Final Completion signed by all Parties.
- k. "Hazardous Material" is any substance or material identified now or in the future as hazardous under the Law, or any other substance or material that may be considered hazardous or otherwise subject to statutory or regulatory requirement governing handling, disposal, or cleanup.
- l. "Interim Directive" is a written order containing change to the Work directed by and in consultation with City and Design Professional after execution of this Agreement and before Substantial Completion. Interim Directives shall be consolidated and formalized in a change order to be signed by all parties.
- m. "Law" means federal, state, constitutional, or local laws, ordinances, codes, rules, and regulations applicable to the Work with which Contractor must comply that are enacted as of the Agreement date.
- n. "Others" means City's other: (a) contractors/constructors, (b) suppliers, (c) subcontractors, sub subcontractors, or suppliers of (a) and (b); and others employed directly or indirectly by (a), (b), or (c) or any by any of them or for whose acts any of them may be liable.
- o. "Overhead" means (a) payroll costs, burden, and other compensation of Contractor's employees in Contractor's principal and branch offices for work associated with this project.
- p. "Owner" is the City of Fayetteville, Arkansas (City).

- q. The “Owner's Program” is an initial description of Owner's objectives, including budgetary and time criteria, space requirements and relationships, flexibility and expandability requirements, special equipment and systems, site requirements, and any requirements for phased occupancy.
- r. The “Parties” are collectively City and Contractor.
- s. The “Project,” is the building, facility, or other improvements for which Contractor is to perform Work under this Agreement. It may also include construction by Owner or Others.
- t. The “Schedule of the Work” is the document prepared by Contractor that specifies the dates on which Contractor plans to begin and complete various parts of the Work, including dates on which information and approvals are required from City.
- u. “Subcontractor” is a person or entity retained by Contractor as an independent contractor to provide the labor, materials, equipment, or services necessary to complete a specific portion of the Work. The term Subcontractor does not include Design Professional or Others.
- v. “Substantial Completion” of the Work, or of a designated portion, occurs on the date when the Work is sufficiently complete in accordance with the Contract Documents so that City may occupy or utilize the Work, or a designated portion, for the use for which it is intended, without unapproved disruption. This date shall be confirmed by a certificate of Substantial Completion signed by all Parties.
- w. A “Sub subcontractor” is a person or entity who has an agreement with a Subcontractor or another sub subcontractor or Supplier to perform a portion of the Subcontractor’s Work or supply material or equipment.
- x. A “Supplier” is a person or entity retained by Contractor to provide material or equipment for the Work.
- y. “Terrorism” means a violent act, or an act that is dangerous to human life, property, or infrastructure, that is committed by an individual or individuals and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion. Terrorism includes, but is not limited to, any act certified by the United States government as an act of terrorism pursuant to the Terrorism Risk Insurance Act, as amended.
- z. “Work” means the construction services necessary or incidental to fulfill Contractor’s obligations for the Project in accordance with and reasonably inferable from the Contract Documents. The Work may refer to the whole Project or only a part of the Project if work is also being performed by Owner or Others.
- aa. “Worksite” means the area of the Project where the Work is to be performed.
- bb. “Bi-monthly basis” means every fourteen to sixteen calendar days.

5. General Provisions:

- a. **ETHICS:** All parties shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to any other party any conflicts that may arise. All parties warrant that it has not and shall not pay or receive any contingent fees or gratuities to or from any other party, including agents, officer’s employers, Subcontractors, Sub subcontractors, Suppliers, Volunteers, Elected Officials, or Others to secure preferential treatment.
- b. **WORKMANSHIP:** The Work shall be executed in accordance with the Contract Documents. All materials used in the Work shall be furnished in sufficient quantities to facilitate the proper and expeditious execution of the Work and shall be new except as otherwise provided in the Contract Documents.
- c. **MATERIALS FURNISHED BY CITY OR OTHERS:** If the Work includes installation of materials or equipment furnished by CITY or Others, it shall be the responsibility of the CONTRACTOR to examine the items so provided and thereupon handle, store, and install the items, unless otherwise provided in the Contract Documents, with such skill and care as to provide a satisfactory and proper installation. Loss or damage

due to acts or omissions of the CONTRACTOR shall be the responsibility of CONTRACTOR and may be deducted from any amounts due or to become due. Any defects discovered in such materials or equipment shall be reported at once to the CITY and the CITY's contracted third-party Design Professional. Following receipt of written notice from CONTRACTOR of defects, CITY and Design Professional shall promptly inform the CITY what action, if any, CONTRACTOR shall take with regard to the defects.

- d. WORKSITE VISIT: CONTRACTOR acknowledges that they have visited, or has had the opportunity to visit, the Worksite to visually inspect the general and local conditions which could affect the Work.
- e. CONTRACTOR shall perform all duties and responsibilities necessary to coordinate the various parts of the Work and to prepare its Work for the work of CITY or Others.
- f. Cutting, patching, or altering the work of CITY or Others shall be done with the prior written approval of CITY and Design Professional. Such approval shall not be unreasonably withheld.
- g. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with all laws at their own cost. CONTRACTOR shall be liable to CITY for all loss, cost, or expense attributable to any acts or omissions by CONTRACTOR, its employees, subcontractors, suppliers, and agents for failure to comply with laws, including fines, penalties, or corrective measures.
- h. COST OF CORRECTING DAMAGED OR DESTROYED WORK: With regard to damage or loss attributable to the acts or omissions of CITY or Others and not to CONTRACTOR, CITY may either (a) promptly remedy the damage or loss and assume affected warranty responsibilities, (b) accept the damage or loss, or (c) issue a Change Order to remedy the damage or loss. If CONTRACTOR incurs costs or is delayed due to such loss or damage, CONTRACTOR may seek an equitable adjustment in the Cost of the Work, Date of Substantial Completion or Date of Final Completion. Any equitable adjustment shall be approved by all parties.
- i. Taxes and Permits: CONTRACTOR shall give public authorities all notices required by law and shall obtain and pay for all necessary permits, licenses, and renewals pertaining to the Work. CONTRACTOR shall provide to CITY copies of all notices, permits, licenses, and renewals required under this Agreement.
 - i. CONTRACTOR shall pay applicable taxes and permit fees associated with the entire project.
- j. DISCOUNTS: All discounts for prompt payment shall accrue to CITY. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work, or directly to the CITY after final payment.
- k. CITY may occupy or use completed or partially completed portions of the Work when (a) the portion of the Work is designated in a Certificate of Substantial Completion, (b) appropriate insurer(s) consent to the occupancy or use, and (c) public authorities authorize the occupancy or use. CONTRACTOR shall not unreasonably withhold consent to partial occupancy or use.
- l. 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.
- m. ASSIGNMENT: Except as to the assignment of proceeds, no Party shall assign their interest in this Agreement without the written consent of the other Party. The terms and conditions of this Agreement shall be binding upon all Parties, their partners, successors, assigns, and legal representatives. No Party shall assign the Agreement without written consent of the other.
- n. Where figures are given, they shall be preferred to scaled dimensions.

- o. The drawings and specifications are complementary. If Work is shown only on one but not on the other, CONTRACTOR shall perform the Work as though fully described on both. CONTRACTOR shall seek clarification from the CITY or the CITY's third-party Design Professional for any discrepancies.
- p. In case of conflicts between the drawings and specifications, the specifications shall govern unless otherwise stated in the bidding documents. In any case of omissions or errors in figures, drawings, or specifications, CONTRACTOR shall immediately submit the matter to CITY and Design Professional for clarification. The CITY's clarifications are final and binding, which may include third-party Design Professional content.
- q. DEBARMENT AND SUSPENSION: By execution of this agreement, CONTRACTOR certifies that to the best of its knowledge and belief that the CONTRACTOR and its principals:
 - i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - ii. Have not, within a three year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - iii. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - iv. Have not within a three-year period preceding this application/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - v. CONTRACTOR understands that a false statement on certification regarding debarment and suspension may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine. I further certify that I will obtain a similar certification for each subcontract awarded in excess of \$50,000.
 - vi. Certifications for subcontracts or sub subcontracts executed under this agreement shall include all language in this section.

6. Contract Document Review and Administration

- a. Before commencing the Work, CONTRACTOR shall examine and compare the drawings and specifications with information furnished by the CITY and Design Professional that are considered Contract Documents, relevant field measurements made by CONTRACTOR, and any visible conditions at the Worksite affecting the Work.
- b. Should CONTRACTOR discover any errors, omissions, or inconsistencies in the Contract Documents, CONTRACTOR shall promptly report them to the CITY and Design Professional. Following receipt of written notice from CONTRACTOR of defects, City shall promptly inform CONTRACTOR what action, if any, CONTRACTOR shall take with regard to the defect.
- c. Nothing in this section shall relieve CONTRACTOR of responsibility for its own errors, inconsistencies, or omissions.

7. Warranty

- a. CONTRACTOR warrants all materials and equipment furnished under the Construction Phase of this Agreement will be new unless otherwise specified, of good quality, in conformance with the Contract Documents, and free from defective workmanship and materials. At CITY or Design Professional request, CONTRACTOR shall furnish satisfactory evidence of the quality and type of materials and equipment furnished. CONTRACTOR further warrants all Work shall be free from material defects not intrinsic in the design or materials required in the Contract Documents. CONTRACTOR's warranty does **not include** remedies for defects or damages caused by normal wear and tear during normal usage beyond the warranty period, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by the CITY or others, or abuse. CONTRACTOR's warranty shall commence on the Date of Final Completion of the Project.
- b. To the extent products, equipment, systems, or materials incorporated in the Work are specified and purchased by the CITY, they shall be covered exclusively by the warranty of the manufacturer. There are no warranties which extend beyond the description on the face of any such warranty. For such incorporated items, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.
- c. CONTRACTOR shall obtain from its Subcontractors and Suppliers any special or extended warranties required by the Contract Documents. CONTRACTOR's liability for such warranties shall be limited to the one-year correction period, as further defined in this Agreement. After that period CONTRACTOR shall provide full and comprehensive assistance to the CITY in enforcing the obligations of Subcontractors or Suppliers for such extended warranties.
- d. Correction of Work
 - i. If before Substantial Completion or within two-years after the date of Final Completion of the Work any Defective Work is found, CITY shall promptly notify CONTRACTOR in writing. Unless CITY provides written acceptance of the condition, CONTRACTOR shall promptly correct the Defective Work at its own cost and time and bear the expense of additional services required for correction of any Defective Work for which it is responsible. If within the two-year correction period CITY discovers and does not promptly notify CONTRACTOR or give CONTRACTOR an opportunity to test or correct Defective Work as reasonably requested by CONTRACTOR, CITY waives CONTRACTOR's obligation to correct that Defective Work as well as CITY's right to claim a breach of the warranty with respect to that Defective Work.
 - ii. If CONTRACTOR fails to correct Defective Work within a reasonable time after receipt of written notice from CITY before final payment, CITY may correct it in accordance with Owner's right to carry out the Work. In such case, an appropriate Change Order shall be issued deducting the cost of correcting the Defective Work from payments then or thereafter due CONTRACTOR. If payments then or thereafter due CONTRACTOR are not sufficient to cover such amounts, CONTRACTOR shall pay the difference to CITY.
 - iii. CONTRACTOR's obligations and liability, if any, with respect to any Defective Work discovered after the two-year correction period shall be determined by the Law. If, after the two-year correction period but before the applicable limitation period has expired, CITY discovers any Work which CITY considers Defective Work, CITY shall, unless the Defective Work requires emergency correction, promptly notify CONTRACTOR and allow CONTRACTOR an opportunity to correct the Work if CONTRACTOR elects to do so. If CONTRACTOR elects to correct the Work, it shall provide written notice of such intent within fourteen (14) Days of its receipt of notice from CITY and shall complete the correction of Work within a mutually agreed timeframe. If CONTRACTOR does not elect to correct the Work, CITY may have the Work corrected by itself or

Others, and, if CITY intends to seek recovery of those costs from CONTRACTOR, CITY shall promptly provide CONTRACTOR with an accounting of the actual correction costs.

- iv. If CONTRACTOR 's correction or removal of Defective Work causes damage to or destroys other completed or partially completed work or existing building, CONTRACTOR shall be responsible for the cost of correcting the destroyed or damaged property.
- v. The two-year period for correction of Defective Work does not constitute a limitation period with respect to the enforcement of CONTRACTOR 's other obligations under the Contract Documents.
- vi. Before final payment, at City option and with CONTRACTOR's agreement, CITY may elect to accept Defective Work rather than require its removal and correction. In such cases the contract shall be equitably adjusted for any diminution in the value, as determined by CITY, of the Project caused by such Defective Work via formal written change order.

8. Safety of Persons and Property

- a. SAFETY PROGRAMS: CONTRACTOR holds overall responsibility for safety programs. However, such obligation does not relieve Subcontractors of their safety responsibilities and to comply with the Law. CONTRACTOR shall prevent against injury, loss, or damage to persons or property by taking reasonable steps to protect: (a) its employees and other persons at the Worksite; (b) materials and equipment stored at onsite or offsite locations for use in performing the Work; and (c) property located at the Worksite and adjacent to work areas, whether or not the property is part of the Worksite.
- b. CONTRACTOR'S SAFETY REPRESENTATIVE: CONTRACTOR shall designate an individual at the Worksite in its employ as its safety representative. Unless otherwise identified by CONTRACTOR in writing to CITY, CONTRACTOR's project superintendent shall serve as its safety representative. CONTRACTOR shall report promptly in writing all recordable accidents and injuries occurring at the Worksite. When CONTRACTOR is required to file an accident report with a public authority, CONTRACTOR shall furnish a copy of the report to CITY.
- c. CONTRACTOR shall provide CITY with copies of all notices required of CONTRACTOR by the Law. CONTRACTOR's safety program shall comply with the requirements of governmental and quasi-governmental authorities having jurisdiction.
 - i. Damage or loss not insured under property insurance that may arise from the Work, to the extent caused by negligent or intentionally wrongful acts or omissions of CONTRACTOR, or anyone for whose acts CONTRACTOR may be liable, shall be promptly remedied by CONTRACTOR.
- d. If CITY deems any part of the Work or Worksite unsafe, CITY, without assuming responsibility for CONTRACTOR's safety program, may require CONTRACTOR to stop performance of the Work, take corrective measures satisfactory to CITY. If CONTRACTOR does not adopt corrective measures, CITY may perform them and deduct their cost from the final payment to CONTRACTOR. CONTRACTOR agrees to make no claim for damages, or an increase in the final payment to CONTRACTOR, or for a change in the Dates of Substantial or Final Completion based on CONTRACTOR's compliance with CITY's reasonable request.

9. Subcontracts:

- a. BINDING OF SUBCONTRACTORS AND SUPPLIERS: CONTRACTOR agrees to bind every Subcontractor and Supplier and require every Subcontractor to so bind its subcontractors and significant supplier, to the Contract Documents as they apply to the Subcontractor's or Supplier's applicable provisions to that portion of the Work.

- b. CONTRACTOR agrees not to subcontract CONTRACTOR at risk related services without prior written consent from the CITY.

10. Fees, Expenses, and Payments:

- a. The CITY OF FAYETTEVILLE agrees to pay, and the CONTRACTOR agrees to accept, as full and final compensation for all work done under this agreement, the amount based on the prices bid in **ELLINGSON's** Proposal (Appendix B) which is hereto attached, for the actual amount accomplished under each pay item, said payments to be made in lawful money of the United States at the time and in the manner set forth in the Specifications.
- b. Payments will be made after approval and acceptance of work and submission of invoice. Payments will be made approximately 30 days after approval of invoice. The CITY OF FAYETTEVILLE reserves the right to request receipts for materials purchased for the CITY from suppliers, subcontractors, or other sources. The CITY does not agree to any interest or penalty for "untimely" payments.
- c. The CITY reserves the right to withhold five percent (5%) retainage from all payments until project is completed in full.
- d. Not to exceed pricing shall include but not be limited to:
 - i. Labor wages directly employed by CONTRACTOR in performing of the Work.
 - ii. Salaries of CONTRACTOR's employees when stationed at the field office, in whatever capacity employed, employees engaged on the road expediting the production or transportation of material and equipment, and employees from the principal or branch office as mutually agreed by the Parties in writing.
 - iii. Cost of all employee benefits and taxes, including but not limited to, workers' compensation, unemployment compensation, social security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under CONTRACTOR's standard personnel policy, insofar as such costs are paid to employees of CONTRACTOR who are included in the Cost of the Work.
 - iv. Transportation, travel, hotel, and moving expenses of CONTRACTOR's personnel incurred in connection with the Work.
 - v. Cost of all materials, supplies, and equipment incorporated in the Work, including costs of inspection and testing if not provided by City, transportation, storage, and handling.
 - vi. Payments made by CONTRACTOR to Subcontractors for work performed under this Agreement.
 - vii. Cost, including transportation and maintenance of all materials, supplies, equipment, temporary facilities, and hand tools not owned by the workers that are used or consumed in the performance of the Work, less salvage value or residual value; and cost less salvage value on such items used, but not consumed that remain the property of CONTRACTOR.
 - viii. Rental charges of all necessary machinery and equipment, exclusive of hand tools owned by workers, used at the Worksite, whether rented from CONTRACTOR or others, including installation, repair, and replacement, dismantling, removal, maintenance, transportation, and delivery costs at competitive market rates.
 - ix. Cost of the premiums for all insurance and surety, performance or payment bonds which CONTRACTOR is required to procure or deems necessary and approved by CITY.

- x. Sales, use, gross receipts, or other taxes, tariffs, or duties related to the Work for which CONTRACTOR is liable.
 - xi. Permits, taxes, fees, licenses, tests, royalties.
 - xii. Losses, expenses, or damages to the extent not compensated by insurance or otherwise, and the cost of corrective work during the Construction Phase and for the warranty period.
 - xiii. Costs associated with establishing, equipping, operating, maintaining, mobilizing and demobilizing the field office and site.
 - xiv. Water, power, and fuel costs necessary for the Work.
 - xv. Cost of removal of all nonhazardous substances, debris, and waste materials.
 - xvi. Costs incurred due to an emergency affecting the safety of persons or property.
 - xvii. Costs directly incurred in the performance of the Work or in connection with the Project, and not included in CONTRACTOR's Fee, which are reasonably inferable from the Contract Documents.
- e. **STORED MATERIALS AND EQUIPMENT:** Unless otherwise provided in the contract documents, applications for payment may include materials and equipment not yet incorporated into the Work but delivered to and suitably stored onsite or offsite including applicable insurance, storage, and costs incurred transporting the materials to an offsite storage facility. Approval of payment applications for stored materials and equipment stored offsite shall be conditioned on a submission by CONTRACTOR of bills of sale and proof of required insurance, or such other documentation satisfactory to CITY to establish the proper valuation of the stored materials and equipment, CITY's title to such materials and equipment, and to otherwise protect CITY's interests therein, including transportation to the Worksite. Materials and equipment stored offsite shall be in a bonded and insured secure facility.
- f. **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, CONTRACTOR shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by CONTRACTOR to be set forth therein.
- i. Unless otherwise provided in this Agreement or by State law or otherwise expressly agreed to by the parties to this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of CITY OF FAYETTEVILLE's claims against CONTRACTOR or sureties under this Agreement.

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

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

12. Time:

- a. **SUBSTANTIAL and FINAL COMPLETION:** Date of Substantial Completion and the Date of Final Completion shall be established in the contract documents as a hard not-to-exceed date.
- b. Time is of the essence with regard to the obligations of the Contract Documents.

- c. Unless instructed by CITY in writing, CONTRACTOR shall not knowingly commence the Work before the effective date of CONTRACTOR's required insurance and bonds and formal written and signed Purchase Order issued by the City of Fayetteville Purchasing Division.
- d. Schedule of Work: Before submitting its first application for payment, CONTRACTOR shall submit to CITY and, if directed, Design Professional, a Schedule of the Work showing the dates on which CONTRACTOR plans to begin and complete various parts of the Work, including dates on which information and approvals are required from CITY. Except as otherwise directed by CITY, CONTRACTOR shall comply with the approved Schedule of the Work or CONTRACTOR.
 - i. CITY may determine the sequence in which the Work shall be performed, provided it does not unreasonably interfere with the approved project schedule. CITY may require CONTRACTOR to make reasonable changes in the sequence at any time during the performance of the Work in order to facilitate the performance of work by CITY or Others. If CONTRACTOR consequently incurs costs or is delayed, the Dates of Substantial or Final Completion, or both, CONTRACTOR may seek equitable adjustment.
- e. NOTICE OF DELAY CLAIMS: If CONTRACTOR requests an equitable extension of the Contract Time or an equitable adjustment contract as a result of a delay described, CONTRACTOR shall give CITY written notice of the claim. If CONTRACTOR causes delay in the completion of the Work, CITY shall be entitled to recover its additional costs.

13. Substantial Completion:

- a. The Work shall be Substantially Completed within **180** calendar days after the date when the Contract Times commence to run as provided in the GENERAL CONDITIONS.
- b. CONTRACTOR shall notify CITY and, if directed, Design Professional when it considers Substantial Completion of the Work or a designated portion to have been achieved. CITY, with the assistance of its Design Professional, shall promptly conduct an inspection to determine whether the Work or designated portion can be occupied or used for its intended use by CITY without excessive interference in completing any remaining unfinished Work. If CITY determines the Work or designated portion has not reached Substantial Completion, CITY, with the assistance of its Design Professional, shall promptly compile a list of items to be completed or corrected so CITY may occupy or use the Work or designated portion for its intended use. CONTRACTOR shall promptly and accurately complete all items on the list.
- c. When Substantial Completion of the Work or a designated portion is achieved, CONTRACTOR shall prepare a Certificate of Substantial Completion establishing the date of Substantial Completion and the respective responsibilities of each Party for interim items such as security, maintenance, utilities, insurance, and damage to the Work, and fixing the time for completion of all items on the list accompanying the Certificate. The Certificate of Substantial Completion shall be submitted by CONTRACTOR to CITY and, if directed, to Design Professional for written acceptance of responsibilities assigned in the Certificate of Substantial Completion.
- d. Unless otherwise provided in the Certificate of Substantial Completion, warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or a designated portion.
- e. Upon CITY's written acceptance of the Certificate of Substantial Completion, CITY shall pay to CONTRACTOR the remaining retainage held by CITY for the Work described in the Certificate of Substantial Completion less a sum equal to one hundred and fifty percent (150%) of the estimated cost of completing or correcting remaining items on that part of the Work, as agreed to by the Parties as necessary to achieve Final Completion, including all close outs. Uncompleted items shall be completed by CONTRACTOR in a mutually agreed upon timeframe.

14. Final Completion:

- a. The Work shall be completed and ready for final payment in accordance with the GENERAL CONDITIONS within 210 calendar days after the date when the Contract Times commence to run.
- b. Upon notification from CONTRACTOR that the Work is complete and ready for final inspection and acceptance, CITY, with the assistance of its Design Professional, shall promptly conduct an inspection to determine if the Work has been completed and is acceptable under the Contract Documents.
- c. When the Work is complete, CONTRACTOR shall prepare for CITY's written acceptance a final application for payment stating that to the best of CONTRACTOR's knowledge, and based on CITY's inspections, the Work has reached Final Completion in accordance with the Contract Documents.
- d. Final payment shall be made to CONTRACTOR within thirty (30) Days after CONTRACTOR has submitted an application for final payment, pending the application has been approved by the CITY, including submissions required, and a Certificate of Final Completion has been executed by all Parties.
- e. Final payment shall be due on CONTRACTOR's submission of the following to the City:
 - i. an affidavit declaring any indebtedness connected with the Work, to have been paid, satisfied, or to be paid with the proceeds of final payment, so as not to encumber CITY property;
 - ii. as-built drawings, manuals, copies of warranties, and all other close-out documents required by the Contract Documents;
 - iii. release of any liens, conditioned on final payment being received;
 - iv. consent of any surety; and
 - v. any outstanding known and unreported accidents or injuries experienced by CONTRACTOR or its Subcontractors at the Worksite.
- f. If, after Substantial Completion of the Work, the Final Completion of a portion of the Work is materially delayed through no fault of CONTRACTOR; If approved by CITY, they shall pay the balance due for any portion of the Work fully completed and accepted. If the remaining contract balance for Work not fully completed and accepted is less than the retained amount before payment, CONTRACTOR shall submit to CITY and, if directed, Design Professional the written consent of any surety to payment of the balance due for portions of the Work that are fully completed and accepted. Such payment shall not constitute a waiver of claims, but otherwise shall be governed by this section.
- g. ACCEPTANCE OF FINAL PAYMENT: Unless CONTRACTOR provides written identification of unsettled claims with an application for final payment, its acceptance of final payment constitutes a waiver of such claims.
- h. CONTRACTOR shall ensure that the City of Fayetteville receives lien waivers from all material suppliers, subcontractors and sub-subcontractors and **before** work begins on the project. The CONTRACTOR shall give written notice to the material suppliers, subcontractors and sub-subcontractors providing work on the project that states the following:
 - i. *'According to Arkansas law, it is understood that no liens can be filed against public property if valid and enforceable payment and performance bond is in place. Regarding this Project and Agreement, the valid and enforceable bonds are with (name of surety).'*
 - ii. CONTRACTOR 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: CITY and CONTRACTOR recognize that time is of the essence of this Agreement and that The CITY OF FAYETTEVILLE will suffer financial loss if the Work is not completed within the time specified above, plus any extensions thereof allowed in accordance with the GENERAL CONDITIONS. The parties also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by The CITY OF FAYETTEVILLE if the Work is not Substantially Completed on time. Accordingly, instead of requiring any such proof, The CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay The CITY OF FAYETTEVILLE Two Hundred Fifty Dollars (\$250.00) for each calendar day that expires after the time specified for Substantial Completion until the Work is Substantially Complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the time specified for completion and readiness for final payment or any proper extension thereof granted by The CITY, CONTRACTOR shall pay The CITY OF FAYETTEVILLE Two Hundred Fifty Dollars (\$250.00) for each calendar day that expires after the time specified for completion and readiness for final payment.

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

20. Insurance:

- a. Before starting the Work and as a condition precedent to payment, CONTRACTOR shall procure and maintain in force Workers' Compensation Insurance, Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance ("CGL"). The CGL policy shall include coverage for liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, contractual liability, pollution coverage, and broad form property damage. CONTRACTOR shall maintain completed operations liability insurance for one year after Substantial Completion, or as required by the Contract Documents, whichever is longer. CONTRACTOR's Employers' Liability, Business Automobile Liability and CGL policies shall be written with at least the limits of liability presented in **Appendix D**.
- b. Employers' Liability, Business Automobile Liability, and CGL coverages required may be provided by a single policy for the full limits required or by a combination of underlying policies with the balance provided by excess or umbrella liability policies.
- c. CONTRACTOR shall maintain in effect all insurance coverage required with insurance companies lawfully authorized to do business in the jurisdiction in which the Project is located. If CONTRACTOR fails to obtain or maintain any insurance coverage required under this Agreement, CITY may purchase such coverage and charge the expense to CONTRACTOR or terminate this Agreement.
- d. To the extent commercially available to CONTRACTOR from its current insurance company, insurance policies required shall contain a provision that the insurance company or its designee shall give CITY written notice transmitted in paper and electronic format: (a) 30 Days before coverage is nonrenewed by the insurance company and (b) within 10 Business Days after cancelation of coverage by the insurance company. Before commencing the Work and upon renewal or replacement of the insurance policies, CONTRACTOR shall furnish City with certificates of insurance until one year after Substantial Completion or longer if required by the Contract Documents. In addition, if any insurance policy required is not to be

immediately replaced without lapse in coverage when it expires, exhausts its limits, or is to be cancelled, CONTRACTOR shall give City prompt written notice upon actual or constructive knowledge of such condition.

- e. Certificates of Insurance shall list the CITY OF FAYETTEVILLE as an additional insured. Listing the CITY as a Certificate Holder only is NOT an acceptable substitute. Certificates of Insurance must include the endorsement(s) showing the CITY OF FAYETTEVILLE listed as an additional insured.
- f. PROPERTY INSURANCE:
 - i. At no time shall any policy be covered by self-insurance or in a self-insured format. All policies shall be covered by an approved commercial insurance professional properly licensed to do business in Arkansas.
 - ii. Unless otherwise directed in writing by City, before starting the Work, CONTRACTOR 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 CONTRACTOR, Subcontractors, Sub subcontractors, 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 CONTRACTOR) 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 CONTRACTOR's activities or operations at the Project.
 - 4. equipment breakdown, including mechanical breakdown, electrical injury to electrical devices, explosion of steam equipment, and damage to steam equipment caused by a condition within the equipment;
 - 5. testing coverage for running newly installed machinery and equipment at or beyond the specified limits of their capacity to determine whether they are fit for their intended use; and
 - 6. physical loss resulting from Terrorism.
 - iii. The Party that is the primary cause of a Builder's Risk Policy claim shall be responsible for any deductible amounts or coinsurance payments. If no Party is the primary cause of a claim, then the Party obtaining and maintaining the Builder's Risk Policy shall be responsible for the deductible amounts or coinsurance payments. This policy shall provide for a waiver of subrogation. This insurance shall remain in effect until final payment has been made or until no person or entity other than CITY has an insurable interest in the property to be covered by this insurance, whichever is sooner. Partial occupancy or use of the Work shall not commence until CITY has secured the consent of the insurance company or companies providing the coverage required in this subsection. Before commencing the Work, CITY shall provide a copy of the property policy or policies obtained.
 - iv. If CITY elects to purchase the property insurance required by this Agreement, including all of the coverages and deductibles for the same durations specified, CITY shall give written notice to

CONTRACTOR before the Work is commenced and provide a copy of the property policy or policies obtained in compliance with this agreement. CITY may then provide insurance to protect its interests and the interests of the CONTRACTOR, Subcontractors, Suppliers, and Subsubcontractors. The cost of this insurance shall be paid by CITY in a Change Order. If CITY gives written notice of its intent to purchase property insurance required by this Agreement and fails to purchase or maintain such insurance, CITY shall be responsible for costs reasonably attributed to such failure.

- v. The Parties each waive all rights against each other and their respective employees, agents, contractors, subcontractors, suppliers, sub subcontractors, 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.
- g. RISK OF LOSS: Except to the extent a loss is covered by applicable insurance, risk of loss from damage to the Work shall be upon the Party obtaining and maintaining the Builder's Risk until the Date of Final Completion.
- h. ADDITIONAL GENERAL LIABILITY COVERAGE: CITY shall require CONTRACTOR to purchase and maintain additional liability coverage. CONTRACTOR shall provide:
 - i. Additional Insured. CITY shall be named as an additional insured on CONTRACTOR's Commercial General Liability (CGL) specified, for on-going operations and completed operations, excess/umbrella liability, commercial automobile liability, and any required pollution liability, but only with respect to liability for bodily injury, property damage, or personal and advertising injury to the extent caused by the negligent acts or omissions of CONTRACTOR, or those acting on CONTRACTOR's behalf, in the performance of CONTRACTOR's work for CITY at the Worksite. The insurance of the CONTRACTOR and its Subcontractors (both primary and excess) shall be primary to any insurance available to the Additional Insureds. Any insurance available to the Additional Insureds shall be excess and non-contributory.
 - ii. OCP. CONTRACTOR shall provide an Owners' and CONTRACTOR'S 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 CONTRACTOR. Before commencing the Work, CONTRACTOR shall provide either a copy of the OCP policy, or a certificate and endorsement evidencing that City has been named as an additional insured, as applicable.
 - i. ROYALTIES, PATENTS, AND COPYRIGHTS: CONTRACTOR shall pay all royalties and license fees which may be due on the inclusion of any patented or copyrighted materials, methods, or systems selected by CONTRACTOR and incorporated in the Work. CONTRACTOR shall defend, indemnify, and hold CITY harmless from all suits or claims for infringement of any patent rights or copyrights arising out of such selection.
- j. PROFESSIONAL LIABILITY INSURANCE: To the extent CONTRACTOR is required to procure design services, CONTRACTOR shall require its design professionals to obtain a commercial professional liability insurance for claims arising from the negligent performance of professional services under this Agreement, with a company reasonably satisfactory to CITY, including coverage for all professional liability caused by any consultants to CONTRACTOR's design professional, written for not less than one million US dollars (\$1,000,000) per claim and in the aggregate. CONTRACTOR's design professional shall pay the deductible. The Professional Liability Insurance shall contain a retroactive date providing prior acts coverage sufficient to cover all Services performed by the CONTRACTOR's design professional for this Project. Coverage shall be continued in effect for the entire warranty period.

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

22. Responsibility of the City of Fayetteville: CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of CONTRACTOR:

- a. Provide full information as to the requirements for the Project.
- b. Assist CONTRACTOR by placing at CONTRACTOR's disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
- c. Assist CONTRACTOR in obtaining access to property reasonably necessary for CONTRACTOR to perform its services.
- d. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by CONTRACTOR and render in writing decisions pertaining thereto.
- e. Review all documents and provide written comments to CONTRACTOR in a timely manner.
- f. The City of Fayetteville Facilities Director is the project representatives with respect to the services to be performed under this Agreement. The Facilities Director Representative shall have complete authority to transmit instructions, receive information, interpret and define policies and decisions with respect to materials, equipment, elements and systems to be used in the Project, and other matters pertinent to the services covered by this Agreement.

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

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

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

25. Termination:

- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:
 - i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,
 - ii. An opportunity for consultation with the terminating party prior to termination.
- b. This Agreement may be terminated in whole or in part in writing by CITY OF FAYETTEVILLE for its convenience, provided that CONTRACTOR is given:

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

26. Delays

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

27. Rights and Benefits: CONTRACTOR's services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

28. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and CONTRACTOR which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR, and the Mayor of CITY OF FAYETTEVILLE or his or her designee. These officers shall meet at the Project Site or such other location as is agreed upon within 30 calendar days of the written request to resolve the dispute.

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

30. Publications: Recognizing the importance of professional services on the part of CONTRACTOR's employees and the importance of CONTRACTOR's public relations, CONTRACTOR may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to CONTRACTOR'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 CONTRACTOR, 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 CONTRACTOR's activities pertaining to any such publication shall be for CONTRACTOR's account.

31. Indemnification: The CITY requires that **ELLINGSON** shall indemnify and hold harmless CITY OF FAYETTEVILLE against any and all liability, claims, demands, damages, losses, and expenses, including attorneys' fees, in connection with or arising out of any damage or alleged damage to any of CITY's existing adjacent property, including personal property, that may arise from the performance of the Work, to the extent caused by the negligent or intentionally wrongful acts or omissions of **ELLINGSON**, Subcontractor, Supplier, Sub subcontractor, or anyone employed directly or indirectly by any of them or by anyone for whose acts any of them may be liable.

32. 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 shall 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.

33. Ownership of Documents:

- a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. CONTRACTOR 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 CONTRACTOR as part of the Services shall become the property of CITY OF FAYETTEVILLE when CONTRACTOR has been compensated for all Services rendered, provided, however, that CONTRACTOR shall have the unrestricted right to their use. CONTRACTOR 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 CONTRACTOR.
- c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. CONTRACTOR 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 CONTRACTOR:

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

35. Audit and Access to Records:

- a. CONTRACTOR 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. CONTRACTOR shall also maintain the financial information and data used by CONTRACTOR in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, the State or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. CONTRACTOR 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 CONTRACTOR;
 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:

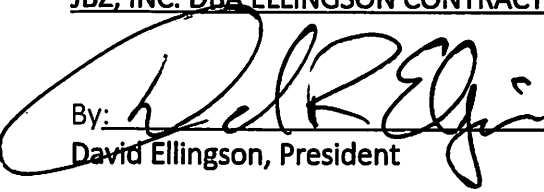
- a. CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage or continent fee, excepting bona fide employees or bona fide established commercial or selling agencies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

IN WITNESS WHEREOF, CITY OF FAYETTEVILLE, ARKANSAS by and through its Mayor, and JBZ, INC. DBA ELLINGSON CONTRACTING by its authorized officer have made and executed this Agreement as of the day and year first above written.

CITY OF FAYETTEVILLE, ARKANSAS

JBZ, INC. DBA ELLINGSON CONTRACTING.

By: _____
Lioneld Jordan, Mayor

By:  _____
David Ellingson, President

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: _____



CITY OF
FAYETTEVILLE
ARKANSAS

Bid 23-47 Addendum 2

Ellingson Contracting

JBZ, Inc.

Supplier Response

Event Information

Number: Bid 23-47 Addendum 2
Title: Construction - Porter Warehouse Stabilization
Type: Invitation to Bid
Issue Date: 12/10/2023
Deadline: 1/11/2024 03:00 PM (CT)
Notes: The City of Fayetteville is accepting sealed bids from properly licensed firms for the stabilization of the Porter Road Warehouse. Questions regarding this bid should be addressed to Amanda Beilfuss, Sr. Purchasing Agent at abeilfuss@fayetteville-ar.gov.

Contact Information

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

Ellingson Contracting Information

Contact: David Ellingson
Address: PO Box 7202
Siloam Springs, AR 72761
Phone: (479) 215-6889
Email: david@ellingsoncontracting.com
Web Address: <https://www.ellingsoncontracting.com/>

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

David R. Ellingson
Signature

david@ellingsoncontracting.com
Email

Submitted at 1/11/2024 07:49:47 AM (CT)

Requested Attachments

Bid 23-47, Required Signature Forms

Ellingson Contracting Bid 23-47 -
REQUIRED SIGNATURE
FORMS.pdf

Please attach your completed forms. These documents can be found in the Project Manual or as a convenience file in the 'Attachments' tab titled File #00. PLEASE ENSURE 'ARTICLE 4 - BID PRICE' IS COMPLETED IN ITS ENTIRETY. FAILURE TO COMPLETE THIS SECTION COULD RESULT IN BID REJECTION.

Bid 23-42, Bid Bond

Porter Bid Bond - Ellingson
Contracting.pdf

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

Bid 23-47, Narrative Statement

Porter House Qualifications -
Ellingson Contracting.pdf

Please provide a written narrative of the methods and techniques proposed for this project. Please refer to the 'Bidder's Qualification Statement' section for more information.

Response Attachments

JBZ - Balance Sheet - Porter.pdf

JBZ Inc DBA Ellingson Contracting Balance Sheet

JBZ - Income Statement - Porter.pdf

JBZ Inc DBA Ellingson Contracting Income Statement

Porter Unit Price Schedule 1, 2, and 3.pdf

Ellingson Contracting Unit Price Schedule

Bid Attributes

1 Arkansas Secretary of State Filing Number:

800184726

2 Arkansas Contractor License Number:

0324340324

3	Check Yes or No: Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing. ☒ Yes, I agree ☐ No, I don't agree
4	Check Yes or No: Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing. ☒ Yes, I agree ☐ No, I don't agree
5	Addendum Acknowledgement: By selecting "I agree", you acknowledge that you have read and understand any addendums that have been issued for this bid. ☒ I agree

Bid Lines

1	Bonds and Insurance Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$22,160.00 Total: \$22,160.00
2	Mobilization Shall not exceed %5 of Bid Total, not including bonds and insurance. Quantity: <u> 1 </u> UOM: <u>LS</u> Price: \$20,000.00 Total: \$20,000.00
3	Estimated Total Cost - DO NOT INCLUDE PRICING FOR MOBILIZATION OR BONDS AND INSURANCE IN THIS LINE ITEM This amount shall match the Estimated Total Cost from Required Signature Forms/Project Manual. Quantity: <u> 1 </u> UOM: <u>Lump Sum</u> Price: \$691,586.00 Total: \$691,586.00 Item Notes: <i>Bidder shall also complete and include with bid submittal, 'Article 4 - Bid Price' in its entirety from the Required Signature Forms/Project Manual. Failure to complete this section could result in bid rejection.</i>

Response Total: \$733,746.00

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-47, CONSTRUCTION – PORTER WAREHOUSE STABILIZATION

Signed and sealed this 8th day of January 2024.

PRINCIPAL

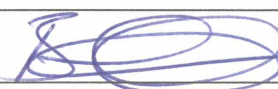
(CORPORATE SEAL)

JBZ, Inc. dba Ellingson Contracting

By 
DAVID R. ELLINGSON

SURETY

the Ohio Casualty Insurance Co.

By 
Bryan Clinkscales

ATTORNEY-IN-FACT

(CORPORATE SEAL)

(This Bond shall be accompanied with
Attorney-in-Fact's authority from Surety)

END OF SECTION 00 41 00

00 41 00 BID BOND

2



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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8207437-971105**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Bryan S. Clinkscales, Jennifer Bohannon, Kentrina Fowler

all of the city of SPRINGDALE state of AR each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of March, 2022.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of March, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 8th day of January, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Project Check List

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

X

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

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

X

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

X

All 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.

X

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

X

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

X

Additional Information Required:

- AR Secretary of State Filing #: 800184726 OR submit electronically.
- Arkansas Contractor License #: 0324340324 OR submit electronically.
- Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: YES or NO
- Pursuant Arkansas Code Annotated §25-1-1002, the Contractor agrees and certifies that they do not currently boycott Energy, Fossil Fuel, Firearms, and Ammunition Industries during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-1002. If at any time during the contract the contractor decides to boycott Energy, Fossil Fuel, Firearms, and/or Ammunition Industries, the contractor must notify the contracted public entity in writing.
 - Submit electronically or circle applicable answer: YES or NO

DOCUMENT 00 30 00 – BIDDER’S QUALIFICATION STATEMENT:

Contract Name: Porter Produce Warehouse Stabilization

Date: October 20, 2023

Bid Number: 23-47, Construction-- Porter Produce Warehouse Stabilization

SUBMITTED TO:

The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

SUBMITTED BY:

Company Ellingson Contracting (JBZ, Inc.)

Name David R. Ellingson

Address 108 E. University Street, Siloam Springs, AR 72761

Principal Office Siloam Springs, AR

Corporation, partnership, individual, joint

venture, other Corporation (S-Corp)

Arkansas State General Contractor’s License Number 0324340324

Tax ID Number 27-3428929

DUNS/ Cage Code 05199811 / 7QRH1

NARRATIVE STATEMENT

Provide a written narrative of the methods and techniques proposed for this project. Bidders are encouraged to use this statement as an opportunity to show reviewers why they believe they are best suited for this project by demonstrating, through written form, an understanding of the challenges inherent in this project and how the bidder intends to be key partner in completing a successful project.

*See our Qualification Statement for a written narrative statement.

DOCUMENT 00 30 00 – BIDDER’S QUALIFICATION STATEMENT: (CONTINUED)

EXPERIENCE STATEMENT

1. Bidder has been engaged as a General Contractor in construction for 18 years and has performed work of the nature and magnitude of this Contract for 18 years. Bidder has been in business under its present name for 10 years.
2. Bidder now has the following bonded projects under contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, surety, and estimated completion date.) *See our Qualification Statement with bonded projects under contract.
3. Bidder has completed the following (list minimum of 3) contracts consisting of work similar to that proposed by this Contract: (On a separate sheet, list project name, owner, name of owner contact, engineer / architect, name of engineer/architect contact, amount of contract, and date of completion and percentage of the cost of the Work performed with Bidder’s own forces.)
*See our Qualification Statement with for similar contracts.
4. Attach resumes of key supervisory personnel who will be directly involved in the execution of this project. Indicate if they were directly involved on the projects listed above. If not, be sure that their resumes include experience on similar projects.
*See our Qualification Statement for key personnel resumes.
5. Has Bidder ever failed to complete any project? If so, state when, where, and why.
No.
6. Bidder normally performs the following work with his own forces:

Demolition, wood framing, wood trim, historic wood windows and doors.

DOCUMENT 00 30 00 – BIDDER’S QUALIFICATION STATEMENT: (CONTINUED)

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

Lloyd Reimer - 43 years of construction experience. Master Carpenter.

David R. Ellingson - 18 years of construction experience. Owner.

Rick Campbell - 10 years of construction experience. Director of Operations

Chris Hobby - 31 years of construction experience. Director of Preconstruction

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

The Ohio Casualty Insurance Co

175 Berkley Street, Boston, MA 02116

Local Agent: Bryan Clinkscales - (479) 751-9272

Boone-Ritter Insurance, 3906 B. Kelley Ave, Springdale, AR 72762

9. Bidder’s Workmen’s Compensation Experience Modifier Factor is: 0.98.

FINANCIAL STATEMENT

*Ellingson Contracting financial statements have been
included as a separate attachment.

Bidder possesses adequate financial resources as indicated by the following:

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

DOCUMENT 00 30 00 – BIDDER’S QUALIFICATION STATEMENT: (CONTINUED)

e. Other liabilities (capital, capital stock, authorized and outstanding shares par values, earned surplus, and retained earnings).

f. Name of firm preparing financial statement and date thereof:

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

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

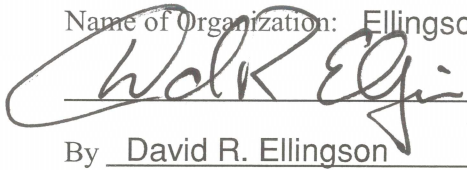
	<u>Judgment Creditors</u>	<u>Where Docketed and Date</u>	<u>Amount</u>
a.	<u>N/A</u>	<u></u>	<u>\$</u>
b.	<u></u>	<u></u>	<u>\$</u>

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

Date: January 10th, 2024

(OFFICIAL SEAL)

Name of Organization: Ellingson Contracting (JBZ, Inc.)


By David R. Ellingson

Title President

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

END OF DOCUMENT 00 30 00

00 30 00 – 4

Bid 23-47, Construction- Porter Warehouse Stabilization

CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-47, CONSTRUCTION – PORTER WAREHOUSE STABILIZATION

**Section 00 31 00
CONTRACTOR REFERENCES**

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

COMPANY NAME: Ellingson Contracting a DBA of JBZ Inc.

NUMBER OF YEARS IN BUSINESS: 10 HOW LONG IN PRESENT LOCATION: 5

TOTAL NUMBER OF CURRENT EMPLOYEES: 25 FULL TIME 3 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 1 FULL TIME 3 PART TIME

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

1. City of Fayetteville

COMPANY NAME

Fayetteville, AR 72701

CITY, STATE, ZIP

Wade Abernathy and Matthew Cabe

CONTACT PERSON

479-575-8361 and 479-575-8346

TELEPHONE

October 2023

DATE COMPLETED

mcabe@fayetteville-ar.gov

E-MAIL ADDRESS

3. Quantum Properties

COMPANY NAME

Fayetteville, AR 72701

CITY, STATE, ZIP

Terry & Renee Hunt

CONTACT PERSON

479-466-3099

TELEPHONE

December 2018

DATE COMPLETED

maryreneehunt@yahoo.com

E-MAIL ADDRESS

2. Fayetteville Advertising and Promotion Commission

COMPANY NAME

Fayetteville, AR 72701

CITY, STATE, ZIP

Aaron Ruby

CONTACT PERSON

501-951-3316

TELEPHONE

December 2018

DATE COMPLETED

aaron@revivalarch.com

E-MAIL ADDRESS

4. City of Sulphur Springs

COMPANY NAME

Sulphur Springs, AR 72768

CITY, STATE, ZIP

Shane Weber

CONTACT PERSON

479-295-0470

TELEPHONE

May 2018

DATE COMPLETED

cityofsulphursprings@outlook.com

E-MAIL ADDRESS

SECTION 00 40 00

BID FORM

Contract Name: Porter Warehouse Stabilization

Bid Number: 23-47, Construction – Porter Warehouse Stabilization

BID TO:

Owner: The City of Fayetteville, Arkansas

113 West Mountain Street

Fayetteville, Arkansas 72701

BID FROM:

Bidder: Ellingson Contracting (Jbz, Inc.)

108 E. University Street

Siloam Springs, AR 72761

David R. Ellingson, 479-215-6889

ARTICLE 1 - INTENT

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

ARTICLE 2 - TERMS AND CONDITIONS

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

ARTICLE 3 - BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bid Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Number</u>	<u>Date</u>
1	1/2/2024
2	1/5/2024

- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.
- C. Bidder is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance, and furnishing of the Work.
- D. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- E. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports, and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- F. Bidder has given Purchasing Division written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Contract Documents, and the written resolution thereof by Purchasing Division is acceptable to Bidder.
- G. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- H. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group,

BID 23-47, CONSTRUCTION – PORTER WAREHOUSE STABILIZATION

association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; Bidder has not solicited or induced any person, firm, or a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.

- I. Bidder has read “Arkansas Historic Site Law (A.C.A. §22-9-208 through §22-9-211)” and acknowledges paragraph 20.3 in Section 01 Instructions to Bidders. Bidder understands that owner intends to choose the contractor based on factors other than cost, as outlined in 20.3 in Section 01 Instructions to Bidders.

ARTICLE 4 - BID PRICE

4.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

- A. Unit Price Schedules. The Bid Form includes four separate and complete schedules, Schedule I (Labor), Schedule II (Materials), Schedule III (Multiplying Factor) and Schedule IV (Estimated Total Cost). The Contractor shall complete all four schedules. Bidder shall provide ALL unit price items and quantities that will equal the total project cost. Failure to complete all parts of Schedules I, II, III & IV shall render the bid non-responsive.

1. Unit Price Schedule I (Labor)

Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

Required Skill:

Number of persons of this skill required:

Rate of this skill/ Estimated quantity of skill:

Required Skill:

Number of persons of this skill required:

Rate of this skill/ Estimated quantity of skill:

Required Skill:

Number of persons of this skill required:

Rate of this skill/ Estimated quantity of skill:

Required Skill:

Number of persons of this skill required:

Rate of this skill/ Estimated quantity of skill:

Required Skill:

Number of persons of this skill required:

Rate of this skill/ Estimated quantity of skill:

See attached:
"Unit Price Schedule I"

Required Skill:
Number of persons of this skill required:
Rate of this skill/ Estimated quantity of skill:

Required Skill:
Number of persons of this skill required:
Rate of this skill/ Estimated quantity of skill:

Required Skill:
Number of persons of this skill required:
Rate of this skill/ Estimated quantity of skill:

See attached:
"Unit Price Schedule I"

2. Unit Price Schedule II (Materials)

Bidder acknowledges that quantities are not guaranteed, and final payment will be based on actual quantities determined as provided in the Contract Documents.

Type of Material:
Anticipated Quantity:
Unit Price of Material:

Type of Material:
Anticipated Quantity:
Unit Price of Material:

Type of Material:
Anticipated Quantity:
Unit Price of Material:

Type of Material:
Anticipated Quantity:
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Unit Price of Material:

Type of Material:
Anticipated Quantity:
Unit Price of Material:

Type of Material:
Anticipated Quantity:
Unit Price of Material:

See attached:
"Unit Price Schedule II"

Type of Material: Anticipated Quantity: Unit Price of Material:	See attached: "Unit Price Schedule II"
Type of Material: Anticipated Quantity: Unit Price of Material:	
Type of Material: Anticipated Quantity: Unit Price of Material:	

3. Unit Price Schedule III (Multiplying Factor)

Schedule I (Labor) Multiplying Factor: 5.0%

Schedule II (Materials) Multiplying Factor: 5.0%

Schedule III (Equipment) Multiplying Factor: 5.0%

4. Unit Price Schedule IV (Estimated Total Cost)

Schedule I (Labor) subtotal \$585,371.00 x Multiplying Factor = \$614,640.00

Schedule II (Materials) subtotal \$99,423.00 x Multiplying Factor = \$104,394.00

Schedule III (Equipment) subtotal \$14,012.00 x Multiplying Factor = \$14,712.00

Estimated Total Cost: \$733,746.00

Seven Hundred, Thirty-Three Thousand, Seven Hundred Forty-Six Dollars and Zero Cents

ARTICLE 5 - CONTRACT TIMES

5.01 Bidder agrees that the Work will be substantially completed and completed and ready for final payment within the number of calendar days indicated in the Agreement.

5.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

ARTICLE 6 – TERMINOLOGY

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

SUBMITTED on January 11th, 2024.

Arkansas State Contractor License No. 0324340324

BID 23-47, CONSTRUCTION – PORTER WAREHOUSE STABILIZATION

If Bidder is:

An Individual

Name (type or printed): _____ N/A _____

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

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership

Partnership Name: _____ N/A _____ (SEAL)

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

Name (type or printed): _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Corporation

Corporation Name: JBZ, Inc (dba Ellingson Contracting) (SEAL)

State of Incorporation: Arkansas

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

S-Corp

By:  _____
(Signature – attach evidence of authority to sign)

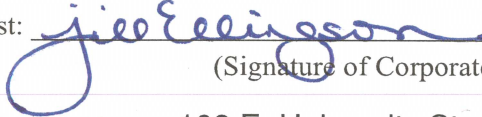
CITY OF FAYETTEVILLE, ARKANSAS:

BID 23-47, CONSTRUCTION – PORTER WAREHOUSE STABILIZATION

Name (type or printed): David R. Ellingson

Title: President

(CORPORATE SEAL)

Attest: 

(Signature of Corporate Secretary)

Business address: 108 E. University Street

Siloam Springs AR, 72761

Phone No.: 479-215-6889 FAX No.: N/A

END OF 00 40 00 BID FORM

00 40 00 BID FORM



Qualifications for Porter Produce Warehouse Stabilization



Narrative Statement - *Pages 3 to 5*

A detailed description of our specialized approach to this project.

Currently Bonded Projects - *Page 6*

A list of our currently bonded projects.

Past Projects - *Pages 7 to 9*

A list of similar projects successfully completed by Ellingson Contracting.

Personnel - *Pages 10 to 15*

A list of brief resumes for construction team members who are ready to serve on this project.

Key Subcontractors - *Pages 16 to 21*

Profiles of select trades that will be performing critical elements of the project.



Woolsey Historic Homestead Renovation

Narrative Statement



January 11, 2024

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

To: Porter Produce Warehouse Project Selection Committee

Nearly two decades ago, my passion for historical restoration projects was kindled by working on the multi-phase exterior restoration of Old Main on the University of Arkansas, Fayetteville campus. That project was instrumental in forming my views on quality masonry tuckpointing, precast sill replacement, and wood restoration methods on an iconic building.

Today, I am proud to present our proposal for the Porter Produce Warehouse Stabilization Project.

We have specifically selected our team members for this project because they are each dedicated and passionate about craftsmanship, quality, and historical restoration. Our craftspeople have decades of combined historic restoration experience that we would like to share in helping to preserve a part of history in the Fayetteville community.

We have dedicated many hours to visiting the site, analyzing the renovation drawings and specific stabilization needs, contacting suppliers and vendors, and completing a detailed quantity take-off of our labor, material, and equipment to successfully complete this project. We believe that our previous experience in working with similar historical structures, and the time that we have taken to understand this specific project has given us a thorough understanding of the stabilization needs for the Porter Produce Warehouse.

Staffing Credentials and Continuity

We recognize the delicate nature of the building and the care that will be needed to bring it successfully to a preserved condition. With this in mind, it is our intention to use only the most highly qualified tradespeople in our proposal for this historic stabilization project. We feel it is essential that one talented construction manager be intimately familiar with the project details, scheduling, and quality control – and that this individual should be present on-site from the beginning of the project until its final completion. This consistency in personnel will ensure uniform execution and quality control of the work. Therefore, we are proposing our Superintendent and Master Carpenter, Lloyd Reimer, to fill this position. Lloyd is a seasoned veteran Superintendent for Ellingson Contracting that also has decades of custom woodworking experience and knowledge. Lloyd is the ideal candidate to be a working Superintendent on-site.

Narrative Statement



(cont.)

Documentation

At the commencement of the project, we will take hundreds of photographs of the existing facility to document the existing conditions. Additional pictures will be used to document the progress of the project at various stages and milestones. The phase of deconstruction of the existing exterior masonry wall is one instance where proper documentation will be critical. The photographs ensure that all steps are taken to catalogue the existing building and then rebuild it exactly as it was.

Documentation of project-approved materials will also be handled promptly. A mortar sample will be taken early in the project process to ensure the proper materials are used in the tuckpointing process. All material selections will be approved through the Architect of Record before being ordered or incorporated into the project. Door and window material and shop drawings are another specific example of two critical elements that will be documented, verified, and approved before being built.

Quality Control

The restoration process will also be systematic and planned. A critical path method schedule will be provided that allows for time to adequately document, remove, and reconstruct building elements.

One example of quality control that our mason will be managing is mortar discoloration and mottling. This color variation can occur if substrate and curing conditions vary from surface-to-surface. One specific way that we will ensure a uniform mortar shade and color on this project is to point all the walls in controlled sequences and to the same depth. To accomplish this, our mason will rake out the joints of the newly reconstructed wall as it is laid up. This will allow both the existing masonry walls and newly reconstructed masonry walls to be pointed back at the same time and under the same environmental conditions. This step will help to avoid dissimilar mortar colors and provide a high-quality finished product.

As bricks are removed during the wall deconstruction process it will be critical they are protected. The bricks will be removed by hand, and then stacked, palletized, and wrapped. These palletized bricks will then be stored in a secure location until they are needed to rebuild the wall.

Project Specific Risks

There are three significant risks involved in the selective demolition and stabilization of this historic building.

The first risk that we will face is the potential for marring and defacing the existing historical building elements while we selectively remove the non-historical elements of the existing building. We understand the critical need to incorporate careful, strategic and meticulous demolition methods to protect the historical elements of the building. Careless actions taken

Narrative Statement



(cont.)

during the selective demolition phase could damage parts of the historic fabric of the building. The intent of the restoration is for the building to be able to tell a story of history through its own walls, floors, and ceilings. It is very discouraging to see new cuts, holes, or scratches marring historical elements. We will have specific quality control plans in place that address all selective demolition activities. One critical element of this project will be the removal of existing mortar between masonry elements before re-pointing. A hand-tool removal method will be incorporated to reduce the risk of damage to the existing brick and stone.

The second risk during the demolition and stabilization process is the removal of entire wall sections. This wall deconstruction is essential in the restoration process, but it will put stress on the building and increase the risk of building element failures. We have planned for a series of temporary wall shoring systems that would stabilize the wall and roof sections to allow our trades people to work safely and keep the building structurally sound. These building stabilization methods will incorporate scaffolding, screw jacks, temporary brace/footing locations that will be strategically installed to avoid marring the building surfaces to remain.

Lastly, the commencement of this project begin in mid-winter. We realize that cold and wet weather conditions will need to be carefully monitored and managed during the restoration process. We will ensure that that the historic building is not damaged further by any untimely construction sequences. We will have mitigation plans in place and take steps of temporary weather protection to keep excessive moisture out of the historic structure.

Our team has developed a plan to mitigate the risk factors of this project while providing the staffing and quality control that will ensure a successful job at completion.

Ellingson Contracting would be proud to partner with the City of Fayetteville to preserve our local history though the restoration of the Porter Produce Warehouse.

Please let me know if there are any other questions I can help answer about our experience or restoration methods.

-David R. Ellingson
(479) 215-6889 (mobile)

President, Ellingson Contracting

Currently Bonded Projects



Woolsey Historic Homestead Renovation

Owner:

- City of Fayetteville
- Point of Contact: Wade Abernathy

Architect:

- Revival Architecture
- Point of Contact: Aaron Ruby

Contract Value:

- \$901,293.00

Surety:

- The Ohio Casualty Insurance Co.

Estimated Completion:

- TBD

Moseley School Security Retrofit

Owner:

- Moseley Public School
- Point of Contact: Machele Potter

Architect:

- N/A
- Point of Contact: N/A

Contract Value:

- \$99,195.00

Surety:

- The Ohio Casualty Insurance Co.

Estimated Completion:

- February 2024

Siloam Springs District Court Renovation

Owner:

- City of Siloam Springs
- Point of Contact: Randall Clark

Architect:

- WER Architects
- Point of Contact: Elizabeth Stinnett

Contract Value:

- \$372,000.00

Surety:

- The Ohio Casualty Insurance Co.

Estimated Completion:

- August 2024

Past Projects



Woolsey Historic Homestead Renovation

Fayetteville, Arkansas

Ellingson Contracting performed renovations and reconstruction to the Woolsey Historic Homestead under a contract with the City of Fayetteville. The project focused on foundation, structural, and cosmetic improvements, while being mindful of the nature of the historic structure. Additionally, period-style improvements were made to the roof, stone chimney, doors, and windows. Cast-iron fencing was also restored in the adjoining Woolsey family graveyard.

The majority of the homestead portion of the project was completed between 2019 and 2023, while continued restoration to the surrounding buildings is still ongoing.

Ellingson Contracting self-performed approximately 80% of the work on this project.

PROJECT TYPE

Historic Renovation

OWNER

City of Fayetteville

Contact: Wade Abernathy

ARCHITECT

Revival Architecture

Contact: Aaron Ruby

BUILDING AGE

Circa 1843

SQUARE FOOTAGE

1,483 SF

DATE OF COMPLETION

Ongoing

CONTRACT AMOUNT

\$901,293.00



Past Projects



Historic Walker-Stone House Renovation

Fayetteville, Arkansas

Ellingson Contracting performed renovations and upgrades to the Historic Walker-Stone House under a contract with Experience Fayetteville. The project focused on incorporating accessibility and safety upgrades, while being mindful of the nature of the historic structure. Additionally, period-style improvements were made to handrails, guardrails, and steps on the property. An original set of wood doors was also installed into an opening after selective demolition of a non-historic wall.

Ellingson Contracting self-performed approximately 40% of the work on this project.

PROJECT TYPE

Historic Renovation

OWNER

Fayetteville Advertising and
Promotion Commission
Contact: Molly Rawn

ARCHITECT

Revival Architecture
Contact: Aaron Ruby

ENGINEER

MPE Consulting Engineers
Contact: Douglas F. Brown

BUILDING AGE

Circa 1847

SQUARE FOOTAGE

3,658 SF

DATE OF COMPLETION

December 4th, 2018

FINAL CONTRACT AMOUNT

\$157,775.60



Past Projects



Sulphur Springs Old School Complex Historic District

Sulphur Springs, Arkansas

Ellingson Contracting contracted with the City of Sulphur Springs to perform exterior renovations on their current City Administration Building. We restored, rebuilt (and glazed where needed) 20 exterior divided lite wood windows on the west face of the brick building. We also partnered with CKC Cabinets to rebuilt two custom sets of mortise and tendon full divided-lite double-doors on the west side of the building.

Ellingson Contracting self-performed approximately 85% of the work on this project.

PROJECT TYPE

Historic Renovation

OWNER

City of Sulphur Springs

Contact: Shane Weber

ARCHITECT

deMX Architecture

Contact: Tim Maddox

BUILDING AGE

Circa 1941

SQUARE FOOTAGE

7,048 SF

DATE OF COMPLETION

May 1st, 2018

FINAL CONTRACT AMOUNT

\$44,846.00





One of the largest factors in the success of a construction project is the team of people who are selected to work together.

Each member of the Ellingson Contracting project management and field production teams provide unique talents and experiences that will make the restoration process a success for the Porter Produce Warehouse Stabilization.

The contact information and resumes attached reflect a few key management personnel that would be engaged in project coordination and execution.

Preconstruction Contact Person

Chris Hobby

Director of Preconstruction

chris@ellingsoncontracting.com

(479) 644-2363

Ellingson Contracting

PO 7202

Siloam Springs, AR 72761

Key Ellingson Personnel

David Ellingson

President

david@ellingsoncontracting.com

Rick Campbell

Director of Operations

rick@ellingsoncontracting.com

Daniel Coon

Senior Project Manager

daniel@ellingsoncontracting.com

Lloyd Reimer

Master Carpenter

lloyd@ellingsoncontracting.com



Owner/President

david@ellingsoncontracting.com

Education/Certification:

- B.A. Construction Management - John Brown University May 2006
- M.S. Construction Management - Clemson University August 2022
- Certified Professional Constructor - American Institute of Constructors

David Ellingson, CPC

David provides executive oversight of all projects, while remaining actively involved in the day-to-day operations of the company. David is experienced in a wide variety of construction types including: historic remodels, office/retail, K-12 & higher education.

He is a Certified Professional Constructor through the American Institute of Constructors, is a past board member for the Siloam Springs Chamber of Commerce, and serves as Chairman on the Advisory Board for the John Brown University Construction Management Department.

Partial Project Experience Includes:

- Woolsey Historic Homestead—Fayetteville AR
- Walker Stone House—Fayetteville AR
- Sulphur Springs Old School Complex—Sulphur Springs AR
- Ellis Building—Fayetteville AR
- Old Main Historic Renovations—Fayetteville AR



Director of

Preconstruction

chris@ellingsoncontracting.com

Education/Certification:

- B.S. Construction Management - John Brown University 1998
- B.A. Human Resources - Harding University 1992

Chris Hobby

Chris leads the Ellingson Preconstruction team and provide oversight for all projects from inception until they are ready for construction. The mission of his team is to establish the relationships, budgets, and scopes of work required to prepare the project for success.

Chris has delivered over \$1B in pre-construction budgets resulting in successful projects for customers. Chris is very familiar with the needs of historic restorations, and will provide detailed quantity take-off of each system and element to ensure that each part of the project has been accounted for.

Partial Project Experience Includes:

- Woolsey Historic Homestead—Fayetteville AR
- Walker Stone House—Fayetteville AR
- Sulphur Springs Old School Complex—Sulphur Springs AR
- Ellis Building—Fayetteville AR



Director of Operations
rick@ellingsoncontracting.com

Education/Certification:

- B.A. Construction Management - John Brown University - 2014
- Associate Constructor - American Institute of Constructors - 2014
- OSHA 30 Certified

Rick Campbell

Rick serves as the Director of Operations and oversees all project production and scheduling needs company-wide. Rick has managed each of the historic restoration projects that Ellingson Contracting has performed over the past decade.

At Ellingson Contracting Rick also manages quality control and safety programs for our subcontractors and self-perform field crews to ensure that all completed work meets the expectations of both the design team

Partial Project Experience Includes:

- Woolsey Historic Homestead—Fayetteville AR
- Walker Stone House—Fayetteville AR
- Sulphur Springs Old School Complex—Sulphur Springs AR
- Ellis Building—Fayetteville AR



**Senior Project
Manager**

daniel@ellingsoncontracting.com

Education/Certification:

- B.S. Construction Management, Business Administration Emphasis - John Brown University 2016
- OSHA 30 Certified
- Rigging & Signaling, Trenching & Excavation, First Aid & CPR Training

Daniel Coon

Daniel has had extensive experience in both renovation and new construction work. He has worked both in the field and in the office in various roles that have allowed him to gain a wide grasp of knowledge of the industry.

Daniel invests back into the construction industry by Adjunct teaching in the Construction Management Department at John Brown University.

Partial Project Experience Includes:

- Cookson Hills Addition
- Colcord Campus Improvements
- Saving Grace House Renovations
- Inn of the Ozarks Repairs
- Woolsey Historic Homestead



Master Carpenter

lloyd@ellingsoncontracting.com

Education/Certification:

- OSHA 30 Certified
- First Aid and CPR Training
- Equipment Operations Certificates

Lloyd Reimer

Lloyd has over 40 years of hands-on experience in performing renovation and restoration work in the Kansas and Arkansas regions.

His attention to detail and craftsmanship is proven through the projects he has managed in the past.

Lloyd owned his own construction company for 35 years, which allowed him to develop skills in both customer service and quality control.

Partial Project Experience Includes:

- Woolsey Historic Homestead—Fayetteville AR
- Walker Stone House—Fayetteville AR
- Sulphur Springs Old School Complex—Sulphur Springs AR
- Ellis Building—Fayetteville AR

Key Subcontractors



Our partnerships in the construction industry help us to complete our team.

The master mason and the master carpenter we have selected for this project both have decades of experience in their respective trades. Each of these craftsman take pride in the work they create, and have proven to be team players on past projects.

The contact information for these individuals is listed below and representative past project pictures are provide in the following pages.

Masonry

Square One Masonry

Mike Engstrom
2622 Locust Rd,
Fort Scott, KS 66701
jamesengstrom69@gmail.com
(913) 712-6397

Windows

CKC Cabinet

Steve Taylor
22540 Westwood Dr.
Siloam Springs, AR 72761
swt8660@gmail.com
(620) 724-0407



2622 Locust Rd, Fort Scott, KS 66701
jamesengstrom69@gmail.com
913-712-6397

Resume

Square One Masonry & Restoration is a family owned and operated business with decades of experience in the restoration and preservation of historic masonry structures. We pride ourselves on preserving historic structures for future generations to enjoy.

Projects

1. Kentucky State Capitol (Terra Cotta Dome restoration)

At the Kentucky State Capitol building, we removed and cataloged approximately 2700 pieces of terra cotta that made up the dome shell.



Projects (Continued)

2. 1st Presbyterian church, Boise Idaho (parapet wall restoration, and limestone coping replacement)

At the 1st Presbyterian church in Boise Idaho, we removed all of the limestone coping stones and rebuilt bad areas of the parapets, installed new copper flashing, and re-set all coping stones.



3. Marshall County Court house, Marshalltown Iowa (extensive rebuilding of the brick tower due to tornado damage)

At the Marshall County Court House, we rebuilt the base of the tower to support the new steel dome. Also, we had to disassemble various sections of wall (brick and limestone) and rebuild to its original condition.



Projects (Continued)

4. Mississippi County Court House, Osceola AR (Terra cotta restoration and repoint)

At the Mississippi County Court Houses we cut and repointed the entire building, along with the restoration of all the of the terra cotta around the structure.



5. Mississippi County Court House, Blytheville AR (Terra Cotta restoration and repoint)



Projects (Continued)

6. Schifferdecker and Zelleken mansions in Joplin MO

At the Schifferdecker and Zelleken mansions in Joplin MO, we cut and repointed both structures 100% along with both carriage houses. We replicated and rebuilt all the chimneys using old photographs. We disassembled several doorways and reconstructed those. We hand carved several pieces of stone for new thresh holds.

Schifferdecker



Zelleken



CKC Cabinet

22540 Westwood Dr.
Siloam Springs, AR 72761
620 724-0407

Resume

CKC Cabinet is owned by Steve Taylor, who has over 20 years of millwork and finish trim experience, and 7 years as Owner of CKC Cabinet.

Case Study Project

Woolsey Farmhouse Restoration

At the Woolsey Homestead, Steve recreated historic windows, doors, and fireplace mantles.





ellingson contracting

PO Box 7202
Siloam Springs, AR 72761

479 549-9055

Unit Price Schedule 1, 2, & 3

			Schedule 1 Labor					Schedule 2 Material			Schedule 3 Equipment					Totals	
Item	QTY	UOM	Crew	Crew Rate	Crew Hours	Labor Total	Labor Unit \$	Material Rate	Material Total	Material Unit \$	Equipment Rate	QTY	UOM	Equipment Total	Equipment Unit \$	Total	Total Unit \$
General Conditions	6	MO	General Conditions	\$ 121.55	N/A	\$ 91,097	\$ 15,182.83	\$ 2,195.65	\$ 13,174	\$ 2,195.65	\$ 5,984.00	1	LS	\$ 5,984	\$ 997.33	\$ 110,255	\$ 18,375.81
Demolition																	
Areaway/Steps & Door Opening Demo	1	EA	Demolition (2 man crew)	\$ 92.00	6	\$ 552	\$ 552.00	\$ 278.09	\$ 278	\$ 278.09	\$ 204.39	1	EA	\$ 204	\$ 204.39	\$ 1,034	\$ 1,034.48
Window Removal	1	EA	Demolition (2 man crew)	\$ 92.00	18	\$ 1,656	\$ 1,656.00	\$ 834.28	\$ 834	\$ 834.28	\$ 613.16	1	EA	\$ 613	\$ 613.16	\$ 3,103	\$ 3,103.45
Remove Existing Doors	1	EA	Demolition (2 man crew)	\$ 92.00	8	\$ 736	\$ 736.00	\$ 370.79	\$ 371	\$ 370.79	\$ 272.51	1	EA	\$ 273	\$ 272.51	\$ 1,379	\$ 1,379.30
Remove Existing Doors	1	EA	Demolition (2 man crew)	\$ 92.00	2	\$ 184	\$ 184.00	\$ 92.70	\$ 93	\$ 92.70	\$ 68.13	1	EA	\$ 68	\$ 68.13	\$ 345	\$ 344.83
Remove Misc. Box/Device	1	EA	Demolition (2 man crew)	\$ 92.00	1	\$ 92	\$ 92.00	\$ 46.35	\$ 46	\$ 46.35	\$ 34.07	1	EA	\$ 34	\$ 34.07	\$ 172	\$ 172.42
Remove Trash/Debris from Crawspace	1	EA	Demolition (2 man crew)	\$ 92.00	4	\$ 368	\$ 368.00	\$ 185.39	\$ 185	\$ 185.39	\$ 136.26	1	EA	\$ 136	\$ 136.26	\$ 690	\$ 689.65
Remove all tree/Root System in its Entirety	1	EA	Demolition (2 man crew)	\$ 92.00	2	\$ 184	\$ 184.00	\$ 92.70	\$ 93	\$ 92.70	\$ 68.13	1	EA	\$ 68	\$ 68.13	\$ 345	\$ 344.83
Remove Existing Steps to crawlspace	1	EA	Demolition (2 man crew)	\$ 92.00	2	\$ 184	\$ 184.00	\$ 92.70	\$ 93	\$ 92.70	\$ 68.13	1	EA	\$ 68	\$ 68.13	\$ 345	\$ 344.83
Remove Existing Non-Load Bearing Partitions	1	EA	Demolition (4 man crew)	\$ 184.00	50	\$ 9,200	\$ 9,200.00	\$ 4,634.91	\$ 4,635	\$ 4,634.91	\$ 3,406.45	1	EA	\$ 3,406	\$ 3,406.45	\$ 17,241	\$ 17,241.35
Remove Existing Bead-Board and/ Pressed Tin	1	EA	Demolition (2 man crew)	\$ 92.00	12	\$ 1,104	\$ 1,104.00	\$ 556.19	\$ 556	\$ 556.19	\$ 408.77	1	EA	\$ 409	\$ 408.77	\$ 2,069	\$ 2,068.96
Masonry																	
Interior Tuckpointing	1800	SF	Masonry (Partial)	\$ 177.00	265	\$ 46,905	\$ 26.06	\$ 2.75	\$ 4,950	\$ 2.75	\$ -			\$ -	\$ -	\$ 51,855	\$ 28.81
Exterior Tuckpointing	1800	SF	Masonry (Partial)	\$ 177.00	265	\$ 46,905	\$ 26.06	\$ 2.75	\$ 4,950	\$ 2.75	\$ -			\$ -	\$ -	\$ 51,855	\$ 28.81
Remove, Salvage, Clean Masonry	630	SF	Masonry (Partial)	\$ 177.00	180	\$ 31,860	\$ 50.57				\$ -			\$ -	\$ -	\$ 31,860	\$ 50.57
Mortor Wash Removal	630	SF	Masonry (Partial)	\$ 177.00	50	\$ 8,850	\$ 14.05				\$ -			\$ -	\$ -	\$ 8,850	\$ 14.05
Rebuild West Wall	630	SF	Masonry (Partial)	\$ 177.00	850	\$ 150,450	\$ 238.81	\$ 22.00	\$ 13,860	\$ 22.00	\$ -			\$ -	\$ -	\$ 164,310	\$ 260.81
Apply New Mortar Wash	630	SF	Masonry (Partial)	\$ 177.00	50	\$ 8,850	\$ 14.05	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ 8,850	\$ 14.05
New Parge Coat	170	SF	Masonry (Partial)	\$ 177.00	100	\$ 17,700	\$ 104.12	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ 17,700	\$ 104.12
Sill Removal & Replacemment	3	EA	Masonry (Partial)	\$ 177.00	15	\$ 2,655	\$ 885.00	\$ -	\$ -	\$ -	\$ -			\$ -	\$ -	\$ 2,655	\$ 885.00
Stone Infill	3	EA	Masonry (Partial)	\$ 160.00	175	\$ 28,000	\$ 9,333.33									\$ 28,000	\$ 9,333.33
New Nents	2	EA	Masonry (Partial)	\$ 160.00	175	\$ 28,000	\$ 14,000.00									\$ 28,000	\$ 14,000.00
Metals																	
Steel Security Bars, Frames, Lintels	3	EA	Steel	\$ 103.00	120	\$ 12,360	\$ 4,120.00	\$ 158.40	\$ 475	\$ 158.40	\$ -			\$ -	\$ -	\$ 12,835	\$ 4,278.40
West Elevation Lintels	3	EA	Steel	\$ 103.00	40	\$ 4,120	\$ 1,373.33	\$ 33.00	\$ 99	\$ 33.00	\$ -			\$ -	\$ -	\$ 4,219	\$ 1,406.33
Rough Carpentry																	
New Crawlspace Stairs	1	EA	Rough Carpentry	\$ 103.00	16	\$ 1,648	\$ 1,648.00	\$ 660.00	\$ 660	\$ 660.00	\$ -			\$ -	\$ -	\$ 2,308	\$ 2,308.00
Entry Deck/Stairs	1	EA	Rough Carpentry	\$ 103.00	20	\$ 2,060	\$ 2,060.00	\$ 1,320.00	\$ 1,320	\$ 1,320.00	\$ 198.00	1	LS	\$ 198	\$ 198.00	\$ 3,578	\$ 3,578.00
New Columns/Footings	17	EA	Rough Carpentry	\$ 103.00	141	\$ 14,523	\$ 854.29	\$ 220.00	\$ 3,740	\$ 220.00	\$ 785.40	1	LS	\$ 785	\$ 46.20	\$ 19,048	\$ 1,120.49
Patch/Shore Floor Joists	1	EA	Rough Carpentry	\$ 103.00	39	\$ 4,017	\$ 4,017.00	\$ 1,100.00	\$ 1,100	\$ 1,100.00	\$ -			\$ -	\$ -	\$ 5,117	\$ 5,117.00
New Mid-Span Roof Beams	1	EA	Rough Carpentry	\$ 103.00	72	\$ 7,416	\$ 7,416.00	\$ 990.00	\$ 990	\$ 990.00	\$ 1,320.00	1	LS	\$ 1,320	\$ 1,320.00	\$ 9,726	\$ 9,726.00
Doors, Windows, and Louvers																	
Double Door with Transom	1	EA	Millwork	\$ 103.00	56	\$ 5,768	\$ 5,768.00	\$ 9,618.95	\$ 9,619	\$ 9,618.95						\$ 15,387	\$ 15,386.95
Single Door with Sidelites South Elevation	1	EA	Millwork	\$ 103.00	46	\$ 4,738	\$ 4,738.00	\$ 10,894.40	\$ 10,894	\$ 10,894.40						\$ 15,632	\$ 15,632.40
Single Door South Elevation	1	EA	Millwork	\$ 103.00	30	\$ 3,090	\$ 3,090.00	\$ 3,179.00	\$ 3,179	\$ 3,179.00						\$ 6,269	\$ 6,269.00
Large Windows	6	EA	Millwork	\$ 103.00	123	\$ 12,669	\$ 2,111.50	\$ 1,670.08	\$ 10,020	\$ 1,670.08						\$ 22,689	\$ 3,781.58
Small Windows	3	EA	Millwork	\$ 103.00	51	\$ 5,253	\$ 1,751.00	\$ 835.03	\$ 2,505	\$ 835.03						\$ 7,758	\$ 2,586.03

Unit Price Schedule 1, 2, & 3

			Schedule 1 Labor					Schedule 2 Material			Schedule 3 Equipment					Totals	
Item	QTY	UOM	Crew	Crew Rate	Crew Hours	Labor Total	Labor Unit \$	Material Rate	Material Total	Material Unit \$	Equipment Rate	QTY	UOM	Equipment Total	Equipment Unit \$	Total	Total Unit \$
Louvres	3	EA	Millwork	\$ 103.00	22	\$ 2,266	\$ 755.33	\$ 261.71	\$ 785	\$ 261.71						\$ 3,051	\$ 1,017.05
Roof framing, Roofing & Flashing																	
South and West Metal Wall Copings	1	EA	Sheet Metal (2 man crew)	\$ 172.00	34	\$ 5,848	\$ 5,848.00	\$ 3,300.00	\$ 3,300	\$ 3,300.00						\$ 9,148	\$ 9,148.00
Clean Existing Gutters	1	EA	Sheet Metal (2 man crew)	\$ 172.00	2	\$ 344	\$ 344.00	\$ -	\$ -	\$ -						\$ 344	\$ 344.00
New Elbows and Splash Blocks	2	EA	Sheet Metal (2 man crew)	\$ 172.00	2	\$ 344	\$ 172.00	\$ 55.00	\$ 110	\$ 55.00						\$ 454	\$ 227.00
Repair Roof Penetratrions	2	EA	Sheet Metal (2 man crew)	\$ 172.00	6	\$ 1,032	\$ 516.00	\$ 137.50	\$ 275	\$ 137.50						\$ 1,307	\$ 653.50
Painting																	
Existing Door, Frame, and Louvers	1	EA	Painting	\$ 84.00	20	\$ 1,680	\$ 1,680.00	\$ 770.00	\$ 770	\$ 770.00	\$ -			\$ -	\$ -	\$ 2,450	\$ 2,450.00
New Louvers	3	EA	Painnting	\$ 84.00	25	\$ 2,100	\$ 700.00	\$ 770.00	\$ 2,310	\$ 770.00	\$ -			\$ -	\$ -	\$ 4,410	\$ 1,470.00
Subtotals						\$ 566,808			\$ 96,270					\$ 13,567		\$ 676,646	
Insurance	1.25%	PCT				\$ 7,085			\$ 1,203					\$ 170		\$ 8,458	
Performance & Payment Bonds	2.00%	PCT				\$ 11,478			\$ 1,949					\$ 275		\$ 13,702	
Subtotals						\$ 585,371			\$ 99,423					\$ 14,012		\$ 698,806	
Fee	5.00%	PCT				\$ 29,269			\$ 4,971					\$ 701		\$ 34,940	
Grand Total						\$ 614,640			\$ 104,394					\$ 14,712		\$ 733,746	

Unit Price Schedule I Labor Crews

Crew	Labor Description	# Persons	Rate	Total	UOM
General Conditions	Superintendent	1	\$ 80.00	\$ 80.00	HRS
General Conditions	Project Manager	0.2	\$ 94.00	\$ 18.80	HRS
General Conditions	Assistant Project Manager	0.25	\$ 68.00	\$ 17.00	HRS
General Conditions	Laborer	0.25	\$ 23.00	\$ 5.75	HRS
Masonry	Total Crew Rate			\$ 121.55	

Crew	Labor Description	# Persons	Rate	Total	UOM
Demolition	Foreman	1	\$ 46.00	\$ 46.00	HRS
Demolition	Laborer	3	\$ 46.00	\$ 138.00	HRS
Masonry	Total Crew Rate			\$ 184.00	

Crew	Labor Description	# Persons	Rate	Total	UOM
Masonry	Master Mason	3	\$ 105.00	\$ 315.00	HRS
Masonry	Masonry Laborer	3	\$ 72.00	\$ 216.00	HRS
Masonry	Total Crew Rate			\$ 531.00	

Crew	Labor Description	# Persons	Rate	Total	UOM
Rough Carpentry	Master Carpenter	1	\$ 80.00	\$ 80.00	HRS
Rough Carpentry	Laborer	1	\$ 23.00	\$ 23.00	HRS
Masonry	Total Crew Rate			\$ 103.00	

Crew	Labor Description	# Persons	Rate	Total	UOM
Painting	Painter	1	\$ 61.00	\$ 61.00	HRS
Painting	Laborer	1	\$ 23.00	\$ 23.00	HRS
Masonry	Total Crew Rate			\$ 84.00	

Crew	Labor Description	# Persons	Rate	Total	UOM
Millwork	Master Carpenter	1	\$ 80.00	\$ 80.00	HRS
Millwork	Laborer	1	\$ 23.00	\$ 23.00	HRS
Masonry	Total Crew Rate			\$ 103.00	

Crew	Labor Description	# Persons	Rate	Total	UOM
Roofing	Sheet Metal Journeyman	1	\$ 86.00	\$ 86.00	HRS
Roofing	Sheet Metal Journeyman	1	\$ 86.00	\$ 86.00	HRS
Masonry	Total Crew Rate			\$ 172.00	

Ellingson Contracting
One Year Detailed Balance Sheet

This Financial Statement is private
information. Please do not
distribute.

Report ID: B1

As of November 30, 2023

2023
Year-To-Date
Actual

ASSETS

CURRENT ASSETS

Grand Savings Checking 8501	426,473.04
Grand Savings CD 9730	0.00
Grand Savings CD 1530	101,888.97
Arvest Checking Account x0913	5,547.20
Accounts Receivable	998,736.70
Contracts Receivable	0.00
Retainage Receivables	202,002.33
Other Receivables	0.00
Allowance for Doubtful Accts	(34,036.72)
Jobs in Progress/Cntrct Assets	153,443.43
Pre-paid expenses	12,187.38
Unbilled Receivables	0.00
Unapplied Job Materials	0.00
Other Current Assets	0.00

TOTAL CURRENT ASSETS

1,866,242.33

FIXED ASSETS

Furniture and Fixtures	13,669.87
Office Equipment	5,835.54
Computers	0.00
Software	3,124.00
Tools & Equipment	449,933.22
Vehicles	609,542.51
Other Depreciable Property	0.00
Leasehold Improvements	0.00
Commercial Real Estate	96,416.00
Commercial RE Improvements	50,122.00
Right-of-Use	632,765.00
Land - Unimproved lots	0.00

1,861,408.14

LESS ACCUM. DEPRECIATION

(282,294.44)

NET FIXED ASSETS

1,579,113.70

OTHER ASSETS

Due From SGR	9,054.48
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Ellingson Contracting
One Year Detailed Balance Sheet

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Report ID: B1

As of November 30, 2023

	2023 Year-To-Date Actual
Note Receivable - SGRE	199,641.11
Note Rec-Corner Rental #230001	71,777.16
Note Rec-Corner Rental #230002	55,000.00
Due from CR1	0.00
Security Deposits - Pd by JBZ	0.00
Payroll Clearing	35,654.94
TOTAL OTHER ASSETS	371,127.69
TOTAL ASSETS	3,816,483.72

Ellingson Contracting
One Year Detailed Balance Sheet

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Report ID: B1

As of November 30, 2023

2023
Year-To-Date
Actual

LIABILITIES & STOCKHOLDERS EQUITY

CURRENT LIABILITIES

Capital One Spark Payable	10,222.14
Lowe's Card Payable	4,277.44
Security Bankcard Payable	0.00
Garnishments Payable	0.00
Accounts Payable	746,627.51
Retainage Payable	206,555.45
Accrued Wages	44,101.52
Accrued Property Taxes	5,186.43
Federal Payroll Tax Liability	0.00
State WH Taxes Payable - AR	0.00
State WH Taxes Payable - OK	0.00
SUTA - AR	0.00
Employee Benefits Payable	0.00
Employee Deductions Payable	(2.87)
IRA Payable Fidelity	8.99
Accrued WC/GL	0.00
Payroll Tax Liabilities	0.00
Jobs in Progress/Cntrct Liabil	466,918.55
Current Portion Long-Term Debt	0.00
Notes Payable GSB - PPP Loan	0.00
Accrued Interest Payable	2,004.69
Current Portion LT Debt	60,609.25
Accrued Expenses	0.00
TOTAL CURRENT LIABILITIES	1,526,509.10

OTHER LIABILITIES

Line of Credit - Commercial	0.00
Notes Payable GSB - 108 E Univ	0.00
Notes Payable - John Deere	17,613.48
Notes Payable - Kubota Credit	28,029.58
Notes Paybl GSB -PERM108 E Univ	286,324.96
Notes Paybl-GM Fin #304284	32,006.79
Notes Paybl-GM Fin #140411	38,894.39
Notes Payable - Ally #278076	38,659.41
Notes Payable - Ally #231550	43,746.07
Notes Paybl-GM Fin #359452	57,655.51

Ellingson Contracting
One Year Detailed Balance Sheet

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Report ID: B1

As of November 30, 2023

	2023 Year-To-Date Actual
Operating Lease	632,765.00
Notes Payable - Shareholder	0.00
Notes Payable-TD Auto Fin #99417	56,083.87
Other Long-Term Liabilities	0.00
Less Current Long Term Debt	(60,609.25)
Inter Cost Center Posting	0.00
TOTAL OTHER LIABILITIES	1,171,169.81
TOTAL LIABILITIES	2,697,678.91
STOCKHOLDER EQUITY	
Beginning Balance Equity	0.00
Common Stock/Capital	300.00
Paid-in Capital	42,562.26
Dividends Paid	(15,000.00)
Retained Earnings	306,379.79
Shareholder Distributions	0.00
Prior Period Adjustment	0.00
YEAR-TO-DATE EARNINGS	436,408.17
TOTAL EQUITY	1,118,804.81
TOTAL LIABILITIES & EQUITY	3,816,483.72

Ellingson Contracting
One Year Detailed Income Statement

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distribute.

Report ID: I1

As of November 30, 2023

	2023 Year-To-Date Actual	Row %
REVENUE:		
Revenue	10,063,631.13	99.93
Profit/Loss Incomplete Project	0.00	0.00
Revenue - Misc	6,772.60	0.07
AR Ready for Business Grant	0.00	0.00
Econ Injury Disaster Loan Adv	0.00	0.00
TOTAL REVENUE	10,070,403.73	100.00
DIRECT JOB COSTS:		
Direct Labor Costs	508,961.27	5.05
Materials Costs	806,356.92	8.01
Equipment	300,166.14	2.98
Subcontract Labor	6,010,625.89	59.69
Closing Fees - COGS	0.00	0.00
Permits - COGS	500.00	0.00
Job Specific Bonds & Insurance	2,505.00	0.02
Cost of Sales-Other	0.00	0.00
PW Fringe Debit	605.00	0.01
PW Fringe Credit	0.00	0.00
Allocated from Indirect	844,154.04	8.38
TOTAL DIRECT JOB COSTS	8,473,874.26	84.15
GROSS MARGIN	1,596,529.47	15.85
OWNED EQUIPMENT COSTS:		
Vehicle Expenses	35.02	0.00
Vehicle Fuel	20,884.05	0.21
Vehicle Insurance	45,231.00	0.45
Vehicle Maintenance	26,263.99	0.26
Vehicle Registration/Tags	486.09	0.00
Vehicle Repairs	469.43	0.00
Vehicle Sales Taxes	9,075.16	0.09
Vehicle & Equip Property Taxes	4,545.58	0.05
Equipment Expense	51.50	0.00
Equipment Fuel	224.93	0.00
Equipment Maintenance	7,692.07	0.08
Equipment Repairs	7,749.59	0.08
Equipment Sales Tax	4,515.35	0.04

Ellingson Contracting
One Year Detailed Income Statement

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Report ID: I1

As of November 30, 2023

	2023 Year-To-Date Actual	Row %
Equipment Tags	184.00	0.00
Tax Expense RE Prop- Univ Lots	0.00	0.00
Equip allocation to direct	(236,134.25)	(2.34)
TOTAL EQUIPMENT COSTS	(108,726.49)	(1.08)
INDIRECT COSTS:		
Wages Project Managers	106,241.73	1.05
Bonuses - Project Managers	1,500.00	0.01
PTO - Project Managers	12,207.93	0.12
Wages Superintendents	171,302.78	1.70
Bonuses - Superintendents	32,900.00	0.33
PTO - Superintendent	27,101.56	0.27
Wages - Field non job	48,140.03	0.48
Bonus - Field	17,700.00	0.18
PTO - Field Labor	8,597.33	0.09
Wages-Corner Rent Nonsupervisor	23,368.13	0.23
Bonuses-CR Nonsupervisory	200.00	0.00
PTO-CR Nonsupervisory	770.00	0.01
Indirect Payroll Tax Expense	37,929.00	0.38
IndirectWC Expense	74,831.56	0.74
Indirect employee benefit exp	0.00	0.00
Job payroll tax expense	40,495.58	0.40
Job WC Expense	99,129.22	0.98
Clothing/Uniforms	3,470.90	0.03
Employee Benefit Programs	153,752.18	1.53
Insurance Expense	26,096.00	0.26
Insurance - Professional Liab	6,448.00	0.06
Insurance - Umbrella Policy	6,614.00	0.07
Officer Life Insurance Premium	1,178.23	0.01
Purchase Discounts	(87.70)	0.00
Reimbursable Exp	17.30	0.00
Safety & Progress Meetings	51.04	0.00
Safety Apparel & PPE	7,404.58	0.07
Safety Training & Equipment	4,102.17	0.04
Small Tools & Equipment	21,488.10	0.21
Telephone	6,960.60	0.07
Warranty Expense	603.24	0.01
Pre employment testing	986.65	0.01
Allocate to Direct	(844,154.04)	(8.38)

Ellingson Contracting
One Year Detailed Income Statement

This Financial Statement is private information. Please do not distribute.

Report ID: I1

As of November 30, 2023

	2023 Year-To-Date Actual	Row %
TOTAL INDIRECT COSTS	(11,380.39)	(0.11)
GROSS PROFIT	1,607,909.86	15.97
GENERAL AND ADMIN EXPENSES:		
Wages/Salaries-Officers	133,584.66	1.33
Bonuses - Officers	0.00	0.00
PTO - Officer	3,583.26	0.04
Wages/Salaries - Admin	95,529.00	0.95
Bonuses - Admin	4,000.00	0.04
PTO - Admin	5,673.00	0.06
Wages/Salaries-Estimating	134,859.19	1.34
Bonuses - Estimating	15,000.00	0.15
PTO - Estimating	10,201.65	0.10
Accrued Wages and Salaried	0.00	0.00
Wages/Salaries - BaselineD MGR	44,425.92	0.44
Bonuses - Baseline Demo Mgr	200.00	0.00
PTO - Baseline Demo Mgr	4,375.28	0.04
Wages/Salaries-Corner Rntl Mgr	39,536.88	0.39
Bonuses-Corner Rental Mgr	0.00	0.00
PTO - Corner Rental Mgr	2,307.60	0.02
Wages/Salaries - Asset Manager	27,000.00	0.27
Bonuses - Asset Manager	200.00	0.00
PTO - Asset Manager	3,000.00	0.03
Payroll Tax Expense	38,856.90	0.39
Payroll Tax ADP Adjustment	146.07	0.00
WC Expense	48,015.68	0.48
Employee benefits exp	0.00	0.00
IRA MATCH	12,056.95	0.12
Accounting/Legal	22,447.60	0.22
Advertising/Marketing	18,784.33	0.19
Bad Debt Expense	0.00	0.00
Bank Charges	125.00	0.00
Business Development	2,164.92	0.02
Charitable Contributions	51,018.65	0.51
Charitable Projects	5,886.29	0.06
Cleaning	0.00	0.00
Closing Fees (Paid at closing)	0.00	0.00
Computers	16,460.63	0.16

Ellingson Contracting
One Year Detailed Income Statement

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information. Please do not
distribute.

Report ID: I1

As of November 30, 2023

	2023 Year-To-Date Actual	Row %
Credit Card Rewards	0.00	0.00
Credit Card Use Fees	0.00	0.00
Depreciation Expense	0.00	0.00
Dues and Subscriptions Exp	3,197.20	0.03
Employee Education	25.00	0.00
Entertainment	16,300.01	0.16
Finance Charges	23.37	0.00
Estimating & PreCon	2,293.25	0.02
FF & E - Office	516.33	0.01
Insurance - 108 University	3,525.12	0.04
Insurance - 501 E 412 Hwy	14,714.88	0.15
Interest Expense	27,823.65	0.28
Interest - Credit Card	0.00	0.00
Internet	5,779.39	0.06
IT Services	780.00	0.01
Licenses	282.50	0.00
Maintenance & Repairs-Property	0.00	0.00
Maintenance-Office 108 Univer	6,741.29	0.07
Maintenance - Shop	118,171.45	1.17
Meals - Deductible	4,948.97	0.05
Meals - Nondeductible	3,118.86	0.03
Moving Expenses	5,000.00	0.05
Office Supplies	6,692.15	0.07
Penalties/Late Charges	0.00	0.00
Postage	718.35	0.01
Rent-Equipment	165.75	0.00
Rent - 501 US 412 Shop	131,725.00	1.31
Rent - Shop (608 S Hico)	1,000.00	0.01
Shop - supplies	2,431.15	0.02
Software	53,762.58	0.53
Taxes - Personal Income Taxes	5,500.00	0.05
Taxes Expense	11,697.04	0.12
Tax Expense RE Prop 108 E Univ	1,157.62	0.01
Tax - Bus Personal Property	5,592.76	0.06
Travel Expenses	3,840.39	0.04
Unemployment Taxes	0.00	0.00
Utilities-Office	4,702.57	0.05
Utilities-SHOP	7,963.90	0.08
Utilities-Other	0.00	0.00
Telephone	686.19	0.01

Ellingson Contracting
One Year Detailed Income Statement

This Financial Statement is private information. Please do not distribute.

Report ID: I1

As of November 30, 2023

	2023 Year-To-Date Actual	Row %
Other Expense	61.77	0.00
TOTAL G & A EXPENSES	1,190,377.95	11.82
OTHER INCOME AND EXPENSES:		
Interest Income	17,003.92	0.17
Other Income	294.00	0.00
Oth Inc-Cancel of Indebtedness	0.00	0.00
FF EE Income	0.00	0.00
Gain/Loss Sale of Asset	1,400.00	0.01
TOTAL OTHER INCOME & EXP	18,697.92	0.19
NET INCOME	436,229.83	4.33



BID TABULATION
Bid 23-47, Construction - Porter Warehouse Stabilization

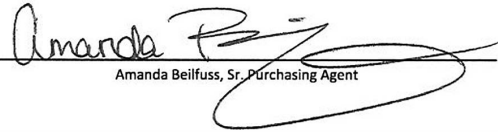
DEADLINE: Thursday, January 11, 2024 at 3:00 PM
Certification of Funds: \$810,000.00 (\$1,012,500.00 total allowed)

				Ellingson Contracting (JBZ, Inc.)		CDI Contractors, LLC (Bodishbaugh)	
				Total	\$733,746.00	\$1,212,265.00	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
1	Bonds and Insurance	1	LS	\$22,160.00	\$22,160.00	\$11,730.00	\$11,730.00
2	Mobilization Shall not exceed %5 of Bid Total, not including bonds and insurance.	1	LS	\$20,000.00	\$20,000.00	\$31,767.00	\$31,767.00
3	Estimated Total Cost - DO NOT INCLUDE PRICING FOR MOBILIZATION OR BONDS AND INSURANCE IN THIS LINE ITEM This amount shall match the Estimated Total Cost from Required Signature Forms/Project Manual.	1	LS	\$691,586.00	\$691,586.00	\$1,168,768.00	\$1,168,768.00

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


Kenny Fitch, Purchasing Agent

1/11/24
Date


Amanda Beilfuss, Sr. Purchasing Agent

1/11/24
Date



MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Waylon Abernathy, Bond Projects & Construction Dir
SUBJECT: **Amendment to RFQ 21-01 contract for Construction Administration Services for Porter Warehouse Stabilization.**

RECOMMENDATION:

Approval of amendment to RFQ 19-01 #17 contract 2023-32 with Revival Architecture for Construction Administration Services for the Porter Warehouse Stabilization Project.

BACKGROUND:

In 2019, Revival Architecture was chosen by a selection committee for a building conditions assessment, historical report and temporary stabilization drawings.
2019, Facilities staff procured vendors to provide temporary stabilization efforts.
In 2020, the building was placed on the Historic Register.
In 2023, an amendment was added for bid documents and bid assistance for the Masonry stabilization, Foundation repair, and window restoration.

DISCUSSION:

This amendment is for Construction Administration Services to oversee the Stabilization Project that is also on this agenda for approval.

BUDGET/STAFF IMPACT:

2024 Capital Funds were approved for this project and will be allocated through accounts 4470.090.8900-5314.00 Professional Services, project 2001.1 Porter Warehouse Stabilization.

ATTACHMENTS: SRF (#3), Produce Warehouse CA Amendment (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1690

Amendment to RFQ 21-01 contract for Construction Administration Services for Porter Warehouse Stabilization.

A RESOLUTION TO APPROVE AN AMENDMENT TO THE CONTRACT WITH REVIVAL ARCHITECTURE, INC. IN THE AMOUNT OF \$27,000.00 FOR CONSTRUCTION ADMINISTRATION SERVICES FOR THE PORTER WAREHOUSE STABILIZATION PROJECT

WHEREAS, on May 7, 2019, the City Council approved Resolution 116-19 authorizing a contract with Revival Architecture, Inc. for a building conditions assessment, historical report and temporary stabilization drawings for the Porter Warehouse Stabilization Project; and

WHEREAS, this amendment will provide for Construction Administration Services to oversee the Project.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves an amendment to the contract with Revival Architecture, Inc. in the amount of \$27,000.00 for construction administration services for the Porter Warehouse Stabilization Project.

City of Fayetteville Staff Review Form

2024-1690

Item ID

2/20/2024

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

Wade Abernathy

1/25/2024

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of an amendment to RFQ 21-01 #17 contract 2023-32 with Revival Architecture for thConstruction Administration Services for the Porter Warehouse Stabilizaion Project in the amount of \$27,000.00

Budget Impact:

4470.090.8900-5314.00

Professional Services

Account Number

Fund

20001.1

Porter Warehouse Stabilizaion

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 835,600.00

Expenses (Actual+Encum)

\$ 35,000.00

Available Budget

\$ 800,600.00

Does item have a direct cost? Yes

Item Cost

\$ 27,000.00

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 773,600.00

Purchase Order Number: 2021-288

Previous Ordinance or Resolution #

V20221130

Change Order Number: 3

Approval Date:

Original Contract Number: 2023-32

Comments:

REVIVAL ARCHITECTURE

P.O. Box 400 Scott, AR 72142
501.951.3316
www.revivalarch.com

January 25, 2024

Quin Thompson
Building and Facilities Maintenance Manager, City of Fayetteville
125 W. Mountain St.
Fayetteville, AR 72701

Re: Porter Warehouse/Architectural Services Amendment for Construction Administration

Dear Mr. Thompson:

Thank you for inviting us to submit this proposal as an amendment to our current agreement. As discussed, this proposal is for providing construction administration for the project.

A. Project Scope

Reference Purchase Order No. 2021-00000288 dated 5/14/21 as amended 7/18/23.

B. Architectural Services

Provide typical construction administration services for the project consisting of attending a pre-construction meeting, regularly scheduled progress meetings, responding to RFI's, issuing proposal requests, change orders, review of monthly payment applications, submittals and substitution requests. Services include typical project close out including review of contract required close-out documentation. We anticipate making site visits at reasonable intervals, but especially at critical times to review required mock ups and samples such as workmanship of masonry and re-pointing.

Services include the consultation of a structural engineer during the course of the project.

C. Project Schedule

While we have no control over the schedule, we anticipate the project moving into construction very soon. While the winter season may slow progress out of the gate, we would expect progress to speed up with warming and dryer weather in the hopes the project can be completed before November of this year. Services and fees proposed here anticipate a construction that is completed before the end of 2024.

D. Project Budget

A project cost of \$733,476.00 was submitted to the City by Ellingson Contracting and based on drawings and specifications dated Oct 20th, 2023.

E. Fee Proposal

We propose a fixed, lump sum fee in the amount of \$27,000.00 for these services, which includes our expected expenses such as travel, printing and shipping. We have arrived at this figure in the following way:

$\$733,746.00 \times 8\% = \$58,700.00 - \$34,500 \text{ current purchase orders} = \$24,200 \text{ (fee)} + \$2,800 \text{ (anticipated expenses)} = \$27,000.00.$

F. Additional Services & Exclusions

Revival Architecture, Inc. will provide other additional services when requested. Additional Services are defined as services outside of the basic Scope of Services. This proposal does not include the following services:

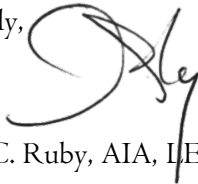
- Intensive Programming or Schematic Design services for potential building uses. While we are certainly willing to provide input and ideas, and are capable of doing some simple planning and diagramming w/o charge, services do not include any extensive planning, design or renderings showing potential uses.
- MEPFP nor civil engineering.

G. Billing & Payment

Revival Architecture, Inc. invoices fees on a monthly basis and coincides with completed services up to the end of each month. Payment is due upon receipt. Invoices that are not paid within forty-five (45) days of the date of the invoice will be considered delinquent.

Should this proposal be accepted, please let us know. We look forward to hearing from you and moving ahead on this important project!

Cordially,



Aaron C. Ruby, AIA, LEED AP

Mayor Lioneld Jordan

Date:_____



MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council
THRU: Paul Becker, Chief Financial Officer
FROM: Waylon Abernathy, Bond Projects & Construction Dir
SUBJECT: **Professional Services Contract with Engineering Elements, PLLC, for Engineering Services for City Hall HVAC Upgrades, Contingency and Budget Adjustment.**

RECOMMENDATION:

Approval of RFQ-23-01, Selection 11 Professional Services Contract with Engineering Elements, PLLC for City Hall HVAC upgrades in the amount of \$108,000, a project contingency of \$6,307.00 and approve a budget adjustment.

BACKGROUND:

The current HVAC system was installed in City Hall in 1998. Our Facilities Staff has been servicing and maintaining the system to extend its use as long as possible. However, it has passed its life cycle.

DISCUSSION:

Services include Site Investigation and Study, Preliminary Design, Contract Documents, Bidding, and Construction Administration.

BUDGET/STAFF IMPACT:

A budget adjustment will allocate funds from these accounts.

Account Number	Expense	Revenue	Project	Sub.Detl
4607.860.7710-5860.02	34,307	-	46070	7710
4470.140.8900-5860.02	73,693	-	15009	1
4470.140.8900-5911.99	6,307		15009	1

ATTACHMENTS: SRF (#3), BA (#4), RFQ 23-01 Sel. 11 - CONTRACT (#5), Appendix A - EEI Contract (#6), RFQ 23-01, Sel. 11 - Appendix B - City Issued RFQ (#7), RFQ 23-01, Sel. 11 - Appendix C - Engineering Elements Submittal (#8)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1712

Professional Services Contract with Engineering Elements, PLLC, for Engineering Services for City Hall HVAC Upgrades, Contingency and Budget Adjustment.

A RESOLUTION TO APPROVE A PROFESSIONAL SERVICES CONTRACT IN THE AMOUNT OF \$108,000.00 WITH ENGINEERING ELEMENTS, PLLC, PURSUANT TO RFQ #23-01, SELECTION 11, FOR CITY HALL HVAC UPGRADES, TO APPROVE A PROJECT CONTINGENCY OF \$6,307.00, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the current HVAC system was installed in City Hall in 1998 and the Facilities Management Division has been servicing and maintaining the system to extend its use as long as possible, but it has passed its life cycle.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign a Professional Services Contract in the amount of \$108,000.00 with Engineering Elements, PLLC, pursuant to RFQ #23-01 Selection 11, for City Hall HVAC upgrades and further approves a project contingency in the amount of \$6,307.00.

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

City of Fayetteville Staff Review Form

2024-1712

Item ID

2/20/2024

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

Wade Abernathy

1/31/2024

FACILITIES MANAGEMENT (140)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of RFQ-23-01, Selection 11 Professional Services Contract with Engineering Elements, PLLC for the City Hall HVAC Upgrades in the amount of \$108,000.00 and approve a Budget Adjustment. This is a 2019 Facilities Bond Project. ***** Approval of \$6,307 contingency *****

Budget Impact:

4607.860.7710-5860.02

4607 - City Facilities Bonds 2019

4470.140.8900-5860.02

4470 - Sales Tax

Account Number

Fund

15009.1

Building Efficiency Improvements

46070.7710

City Facilities, City Hall Improvements

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 114,307.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 114,307.00

Does item have a direct cost? Yes

Item Cost

\$ 108,000.00

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ -

Remaining Budget

\$ 6,307.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

Budget Year	Division	Adjustment Number
2024	FACILITIES MANAGEMENT (140)	
	Requestor: Wade Abernathy	

Approval of RFQ-23-01, Selection 11 Provisional Services Contract with Engineering Elements, PLLC for the City Hall HVAC Upgrades in the amount of \$108,000.00 and approve a Budget Adjustment. This is a 2019 Facilities Bond Project.

	COUNCIL DATE:	2/20/2024
	ITEM ID#:	2024-1712
	Holly Black	
	2/1/2024 7:19 AM	
	Budget Division	Date
	TYPE:	D - (City Council)
	JOURNAL #:	
	GLDATE:	
	CHKD/POSTED:	/
RESOLUTION/ORDINANCE		

Page 137 of 564



THIS AGREEMENT (Contract) is executed this _____ day of _____, 2024, by and between the City of Fayetteville, Arkansas acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and **Engineering Elements, PLLC** (hereinafter called Engineer/Architect or **Engineering Elements**).

CITY OF FAYETTEVILLE from time to time requires professional Engineering and/or Architectural services in connection with the evaluation, design, construction drawings, bidding, and/or construction observation of capital improvement projects. Therefore, CITY and **Engineering Elements** in consideration of their mutual covenants agree as follows:

Engineering Elements shall serve as the professional engineer/architect consultant to the CITY 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 licensed engineer/architect registered in the State of Arkansas and qualified in the particular field.

1. **Contracted parties:** This agreement shall be binding between all parties. Fees for services shall be provided as identified in appendices.
2. **Entire Agreement and Exhibits:** This Agreement sets forth the entire agreement and understanding between the parties on the subject matter of this Agreement. Parties shall not 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. This agreement may be modified only by a duly executed written instrument signed by the CITY and **Engineering Elements**.
 - a. Appendices included under this agreement include the following and shall govern in the following order. Contract language in this document shall prevail over all exhibits:
 - i. **Appendix A:** Scope of Work & Fees
 - ii. **Appendix B:** City's solicitation identified as RFQ 23-01, Engineering & Architectural Services
 - iii. **Appendix C:** **Engineering Elements'** Response to RFQ 23-01
 - iv. **Appendix D:** **Engineering Elements'** Certificate of Insurance
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. Engineering Elements, PLLC: Attention: Shane Lanning, 2458 E. Joyce Blvd., Fayetteville, AR 72703
4. **Fees, Expenses, and Payments:**
 - a. The Fixed Fee amount authorized for this agreement is **\$108,000.00** plus any reimbursable expenses attributed to the project. Progress payments shall be paid to **Engineering Elements** as described in **Appendix A**.
 - b. **Engineering Elements** shall track, log, and report hours and expenses directly related to this Agreement. Invoices shall be itemized by phase. Invoice and payment requests shall not exceed the percentage for work completed as defined by Appendix A.

- c. **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, the undisputed portion shall be paid. CITY OF FAYETTEVILLE shall advise **Engineering Elements** in writing of the basis for any disputed portion of any invoice. CITY shall make reasonable effort to pay invoices within 30 calendar days of date the invoice is approved.
 - d. Monthly invoices for each calendar month shall be submitted to CITY OF FAYETTEVILLE or such parties as CITY may designate for professional services consistent with **Engineering Elements'** 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 **Engineering Elements** and approved by CITY OF FAYETTEVILLE. 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's approval and acceptance with the satisfactory completion of professional services for the Project.
 - e. **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, **Engineering Elements** shall execute and deliver to CITY OF FAYETTEVILLE a release of all claims against CITY OF FAYETTEVILLE arising under or by virtue of this Agreement, except claims which are specifically exempted by **Engineering Elements** 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 claims against **Engineering Elements** or sureties under this Agreement.
5. **Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.
 6. **Venue:** Venue for all legal disputes shall be Washington County, Arkansas.
 7. **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.
 8. **Omissions by the Engineer/Architect:** If **Engineering Elements** fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, **Engineering Elements** will not receive a fee for work associated with the Change Order.
 9. **Insurance:** **Engineering Elements** shall furnish a certificate of insurance addressed to the CITY OF FAYETTEVILLE, showing coverages for the following insurance which shall be maintained throughout the term of this agreement. Any work sublet to major subconsultants including MEP, Structural, and Civil, **Engineering Elements** shall require the subconsultant to provide the insurance identified. In case any employee engaged in work on the project under this contract is not protected under Worker's Compensation Insurance, **Engineering Elements** shall provide and shall cause each Subcontractor to provide adequate insurance for the protection of such of his employees as are not otherwise protected.
 - a. **Engineering Elements** shall provide to the CITY certificates as evidence of the specified insurance presented in Appendix D within ten (10) calendar days of the date of this agreement and upon each renewal coverage.
 - i. Certificates of Insurance shall list the CITY OF FAYETTEVILLE as an additional insured. Listing the CITY has a Certificate Holder only is NOT an acceptable substitute. Certificates of Insurance must include the endorsement(s) showing the CITY OF FAYETTEVILLE listed as an additional insured.

- b. Subconsultants shall maintain reasonable insurance including but not limited to worker's compensation, auto as applicable, general liability, errors and omissions, etc.
10. **Professional Responsibility:** **Engineering Elements** will exercise reasonable skill, care, and diligence in the performance of services and will carry out its responsibilities in accordance with customarily accepted professional practices. CITY OF FAYETTEVILLE will promptly report to **Engineering Elements** any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so **Engineering Elements** can take measures to minimize the consequences of such a defect. CITY OF FAYETTEVILLE retains all remedies to recover for its damages caused by any negligence of **Engineering Elements**.
11. **Responsibility of the City of Fayetteville:** CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of **Engineering Elements**:
- a. Provide full information as to the requirements for the Project.
 - b. Assist **Engineering Elements** by making available all available information pertinent to the assignment including previous reports and any other data relative thereto.
 - c. Assist **Engineering Elements** in obtaining access to property reasonably necessary to perform the services under this Agreement.
 - d. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by **Engineering Elements** and render in writing decisions pertaining thereto.
 - e. Review all documents and provide written comments to **Engineering Elements** in a timely manner.
 - f. The City of Fayetteville Facilities Director is the project representative with respect to the services to be performed under this Agreement. The Facilities Director 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.
12. **Cost Opinions and Projections:** Cost opinions and projections prepared by the **Engineering Elements** relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on **Engineering Elements'** experience, qualifications, and judgment as a design professional. Since **Engineering Elements** has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction Contractors' procedures and methods, unavoidable delays, construction Contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, **Engineering Elements** does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by **Engineering Elements**.
13. **Period of Service:** This Agreement will become effective upon the first written notice by CITY OF FAYETTEVILLE authorizing services hereunder.
- a. The provisions of this Agreement have been agreed to in anticipation of the orderly progress of the Project through completion of the services stated in the Agreement. **Engineering Elements** will proceed with providing the authorized services immediately upon receipt of written authorization from CITY OF FAYETTEVILLE. Said authorization shall include the scope of the work authorized and the time in which the work is to be completed.
14. **Termination:**
- a. This Agreement may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

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

15. Delays

- a. In the event the services of **Engineering Elements** are suspended or delayed by CITY OF FAYETTEVILLE or by other events beyond reasonable control, **Engineering Elements** shall be entitled to additional compensation and time for reasonable documented costs actually incurred by **Engineering Elements** in temporarily closing down or delaying the Project.
- b. In the event the services are suspended or delayed by **Engineering Elements**, CITY shall be entitled to compensation for its reasonable costs incurred in temporarily closing down or delaying the project. The CITY does not agree to waive its right to claim (in addition to direct damages) special, indirect, or consequential damages, whether such liability arises in breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action.

16. Rights and Benefits: **Engineering Elements'** services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

17. Dispute Resolution

- a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and **Engineering Elements** which arise from, or in any way are related to, this Agreement, including, but not limited to the interpretation of this Agreement, the enforcement of its terms, any acts, errors, or omissions of CITY OF FAYETTEVILLE or **Engineering Elements** 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 **Engineering Elements** 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 **Engineering Elements** 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 **Engineering Elements** 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.

18. **Sufficient Funds:** The CITY represents it has sufficient funds or the means of obtaining funds to remit payment to **Engineering Elements** for services rendered by **Engineering Elements**.

19. **Publications:** Recognizing the importance of professional development on the part of **Engineering Elements'** employees and the importance of **Engineering Elements'** public relations, **Engineering Elements** may prepare publications, such as technical papers, articles for periodicals, promotional materials, and press releases, in electronic or other format, pertaining to **Engineering Elements'** 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 **Engineering Elements**, 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 **Engineering Elements'** activities pertaining to any such publication shall be for **Engineering Elements'** account.

20. **Indemnification:** **Engineering Elements** shall indemnify, hold harmless and, not excluding the CITY's right to participate, defend the CITY and any of its officers, or employees from and against all liabilities, claims, actions, damages, losses and expenses, including without limitation reasonable attorneys' fees and costs, arising out of or resulting in any way from the performance of professional services for the CITY in **Engineering Elements'** capacity as an Engineer/Architect, and caused by any willful or negligent error, omission, or act of **Engineering Elements** or any person employed by it or anyone for whose acts **Engineering Elements** is legally liable.

21. **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 (FOIA). If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, the engineer/architect 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.
22. **Debarment Certification: Engineering Elements** hereby provides debarment/suspension certification indicating compliance with the below Federal Executive Order. Federal Executive Order (E.O.) 12549 "Debarment and Suspension" requires that all contractors receiving individual awards, using federal funds, and all sub-recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. **Engineering Elements** hereby attests its principal is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
23. **Ownership of Documents:**
- a. All documents provided by CITY OF FAYETTEVILLE including original drawings, CAD drawings, estimates, field notes, and project data are and remain the property of CITY OF FAYETTEVILLE. **Engineering Elements** 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 **Engineering Elements** as part of the Work shall become the property of CITY OF FAYETTEVILLE when **Engineering Elements** has been compensated for all Services rendered, provided, however, that **Engineering Elements** shall have an unrestricted perpetual license right to their use. **Engineering Elements** 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 **Engineering Elements**.
 - c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. **Engineering Elements** 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.
24. **Additional Responsibilities of Engineering Elements:**
- a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve **Engineering Elements** of responsibility for the technical adequacy of the work. Review, approval or acceptance of, or payment for any of the services by CITY shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
 - b. **Engineering Elements** shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by **Engineering Elements'** negligent performance, except beyond the **Engineering Elements** 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. **Engineering Elements'** obligations under this clause are in addition to **Engineering Elements'** other express or implied assurances under this Agreement or State law and in no way diminish any

other rights that CITY OF FAYETTEVILLE may have against **Engineering Elements** for faulty materials, equipment, or work.

25. Audit and Access to Records:

- a. **Engineering Elements** 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. **Engineering Elements** shall also maintain the financial information and data used by **Engineering Elements** in the preparation of support of the cost submission required for any negotiated agreement or change order and send to CITY OF FAYETTEVILLE a copy of the cost summary submitted. CITY OF FAYETTEVILLE, 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. **Engineering Elements** 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 **Engineering Elements**;
 2. If there is any indication that fraud, gross abuse or corrupt practices may be involved;
 3. If the sub agreement is terminated for default or for convenience.

26. Covenant Against Contingent Fees:

- a. **Engineering Elements** 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 **Engineering Elements** for the purpose of securing business. For breach or violation of this warranty, CITY OF FAYETTEVILLE shall have the right to annul this Agreement without liability or at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

27. **Gratuities:**

- a. If CITY OF FAYETTEVILLE finds after a notice and hearing that **Engineering Elements** or any of **Engineering Elements'** agents or representatives, offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of CITY OF FAYETTEVILLE, or related third party contractor associated with this project, in an attempt to secure an agreement or favorable treatment in awarding, amending or making any determinations related to the performance of this Agreement, CITY OF FAYETTEVILLE may, by written notice to **Engineering Elements** terminate this Agreement. CITY OF FAYETTEVILLE may also pursue other rights and remedies that the law or this Agreement provides. However, the existence of the facts on which CITY OF FAYETTEVILLE bases such finding shall be in issue and may be reviewed in proceedings under the Remedies clause of this Agreement.
- b. The CITY may pursue the same remedies against **Engineering Elements** as it could pursue in the event of a breach of the Agreement by **Engineering Elements**. 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 **Engineering Elements** incurs in providing any such gratuities to any such officer or employee.

28. **Clarification and Understanding of all parties:** **Engineering Elements** shall not assign its duties under the terms of this agreement without prior written consent of the City. Subconsultants identified in **Engineering Elements'** response shall be permitted as being referenced herein.

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

CITY OF FAYETTEVILLE, ARKANSAS

ENGINEERING ELEMENTS, PLLC

By: _____
LIONELD JORDAN, MAYOR

By:  _____
SHANE LANNING, OWNER

ATTEST:

By: _____
Kara Paxton, City Clerk

Date Signed: _____

Date Signed: January 30, 2024



Engineering Elements, PLLC

2458 E. Joyce Blvd., Suite 1
Phone (479) 695-1333

Fayetteville, Arkansas 72703
Fax: (479) 251-7982

Mr. Wade Abernathy
City of Fayetteville
113 West Mountain Street
Fayetteville, AR 72701

January 24, 2024

Re: City Hall HVAC Upgrades
Fayetteville, Arkansas

Mr. Abernathy,

I am pleased to propose mechanical/electrical engineering services to you for the above referenced project. This proposal is based on the preliminary information I received from your office and from our initial site visit on January 23. It is my understanding this project will consist of mechanical engineering design for upgrades to the HVAC systems throughout four stories of the City Hall building at 113 West Mountain.

This proposal includes services that will be completed in multiple phases. We envision the phasing to include:

1. Initial Site Investigation and Engineering Study Phase

- Create existing floor plan of the existing building
- Document existing HVAC systems including ductwork and piping layouts and sizes
- Witness existing conditions and interview staff to identify inefficiencies and problems with existing HVAC systems.
 - Note: A variety of known issues related to the existing HVAC systems were identified and discussed during our initial meeting and walk-through with Client. These issues will be specifically addressed in our evaluation along with other findings our work may reveal.
- Perform additional analysis and calculations to develop list of recommended upgrades
- Provide summary report of recommended upgrades and review these with Client

2. Preliminary Design Phase

- Perform design of highest-priority renovation scopes of work including development of preliminary design documents that can be used for budgeting purposes and conversations between engineers and City. This phase also includes formal load calculations for building heating and cooling requirements.
 - Note: In some cases, only partial system upgrades may be designed depending on the findings of the early-phase evaluation work and related discussions with Client. Also, wherever systems exhibit some performance deficiency but otherwise appear to have acceptable physical conditions, our design documents may direct contractors to make certain adjustments and/or balancing of such systems only (no replacement or upgrade of physical infrastructure).

3. Contract Documents Phase

- Develop final drawings and specifications to be used for contractor bidding purposes. Note: We are aware future architectural remodeling will occur within this building and our design will endeavor to include accommodations for such remodel.

4. Construction Phase

- Provide bidding support such as lead pre-bid walk-through
- Answer contractor informal questions and formal RFIs
- Develop and issue addenda as necessary
- Perform submittal reviews
- Perform periodic site visits for witnessing installation
- Perform final punch list of project

- New HVAC system specifications are expected to consist of a mix of equipment types that may include either direct-exchange (DX) or hydronic (Chilled water / hot water) type technology based on project conditions. Air-side capabilities of new equipment are expected to feature variable air volume (VAV). For DX equipment, compressor staging and modulation capabilities will be considered against various factors such as temperature control, humidity control and equipment first-cost.
 - Note: Final selection of all system types will be coordinated with Client prior to issuing design documents.
- Miscellaneous HVAC systems including ductwork, controls, air devices, and associated accessories.
- Specification of new exhaust systems where required
- Specification of new natural gas piping where required
- Specification of new electrical circuits for new HVAC equipment where required (Ex. new conduit, wiring, and overcurrent protection as required.)
- Specification of HVAC-related fire alarm system devices where required by code such as smoke / shut-down controls for systems exceeding 2,000 CFM capacity.

Notes and exclusions:

- a. Access: This proposal is based on free and safe access, provided by the client, to systems within the scope of proposed work.
- b. Hours of Work: 8AM-5PM Monday-Friday excluding national holidays.
- c. Equipment Rental: Equipment rentals needed for high access are not included.
- d. Structural Engineering: Review by structural engineer is not included.
- e. Guarantees and Warranties: No guarantees or warranties, expressed or implied, are included in the engineering design services.

The fee for the above-described services is proposed as a Fixed Fee of One Hundred Eight Thousand Dollars (\$108,000) for our portion of the work plus any reimbursable expenses attributed to the project. Additional services that you may request will be provided on an hourly basis utilizing the following hourly rates:

Principal Engineer	\$165
Project Engineer	\$135

If this proposal is acceptable please sign in the space provided and return a copy for my files. If you have any questions or need additional information, please contact me.

Sincerely,



Shane R. Lanning, P.E.
Engineering Elements, PLLC

City of Fayetteville



**CITY OF
FAYETTEVILLE
ARKANSAS**

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATION: RFQ 23-01, Engineering & Architectural Services

DEADLINE: Tuesday, January 31, 2023 before 2:00 PM, local time

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

DATE OF ISSUE AND ADVERTISEMENT: 01/08/2023

REQUEST FOR STATEMENTS OF QUALIFICATION RFQ 23-01, Engineering & Architectural Services

It is the intent for the accepted responses of this solicitation to be considered for all engineering and architectural selections for 2023.

The City may select engineers and architects for bond projects from this RFQ as well as projects related to funding from the American Rescue Plan.

The City reserves the right to issue a separate RFQ at any time for any job specific engineering and/or architectural selection.

Submittals shall be submitted via upload and complete submission on the City's electronic platform at <http://fayetteville-ar.gov/bids>. No physical copies shall be submitted. The City will not accept late or misdirected responses.

All statements of qualification shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

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

City of Fayetteville, AR
RFQ 23-01, Engineering & Architectural Services
Advertisement

City of Fayetteville, AR
Request for Statements of Qualification
RFQ 23-01, Engineering & Architectural Services

The City of Fayetteville, Arkansas, is requesting statements of qualifications from firms interested in providing engineering, architectural, & land surveying services for 2023 street, drainage, bridge, water & sewer, trails, parks, and other projects.

All statements shall be received by **Tuesday, January 31, 2023 before 2:00 PM, local time** utilizing the City's electronic portal located at <http://fayetteville-ar.gov/bids>. Late or misdirected proposals will not be accepted. Proposals will not be accepted after the deadline. The City of Fayetteville will not be responsible for lost or misdirected RFQ's, or failure of bidder's technical equipment.

Forms & addendums can be downloaded from the City's electronic portal at <http://fayetteville-ar.gov/bids>. All questions regarding the process shall be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov or (479)575-8220.

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

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

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

City of Fayetteville
By: Amanda Beilfuss, Sr. Purchasing Agent
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 01/08/2023
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$XXX.XX.

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Appendix A: City Standard Federal Contract Provisions	15

Appendix B
RFQ 23-01, Selection 11
City Hall HVAC Upgrades
City Issued RFQ

1. SUBMISSION OF A STATEMENT OF QUALIFICATION SHALL INCLUDE:

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in this document as equal to statement of qualification.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.
- c. Electronic Submittal: Proposers are required to go to <http://fayetteville-ar.gov/bids> and follow the prompts to submit a statement of qualification within the electronic platform. **Physical submittals are not allowed for this RFQ.**
 - i. SOQ's shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents submitted through the electronic portal shall be standard page size of 8 ½" x 11". Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be uploaded in a PDF format to the City's electronic platform prior to the stated deadline.
- d. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of responders will be available as selections will be made all year for various projects.
- e. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.
- f. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.
- g. 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.
- h. 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.
- i. 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:

- d. 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.
- e. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- f. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- g. The City of Fayetteville reserves the right to cancel the entire request.
- h. 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.
- i. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- j. 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.
- k. The City of Fayetteville intends on utilizing the received proposals for applicable 2023 engineering, architectural, and land surveying projects. Projects believed to be under \$35,000 by the City will be selected by the Department/Division head in accordance with the presented selection criteria in this RFQ. Projects expected to exceed \$35,000 shall be voted on by the selection committee and any related contract exceeding \$35,000 shall require formal authorization by the Fayetteville City Council.

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:

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

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

- d. 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 responses. Proposers will receive an email confirmation after successful submission in the electronic submission platform.
- e. The time set for the deadline shall be local time for Fayetteville, AR. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the clock located in the electronic platform.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- d. 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.
- e. 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.
- f. 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:

- d. 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.
- e. 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.
- f. 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.
- g. 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:

- d. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFQ.
- e. 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 RFQ, without exception shall constitute approval for purpose of this Agreement.

19. NON-EXCLUSIVE CONTRACT:

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

20. ADDITIONAL REQUIREMENTS:

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

21. SERVICES AGREEMENT:

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

22. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

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

23. LOBBYING:

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

24. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred contractor with the federal, any state, or local government.

25. OTHER GENERAL CONDITIONS:

- d. 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.
- e. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- f. 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.
- g. 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.
- h. **Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov).** It is the intent and goal of the City of Fayetteville Purchasing Division to

provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.

- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. All interested parties shall understand the City is not utilizing AIA contracts for projects. Standard City contracts will be used for all projects.

26. INSURANCE:

- d. Any project selected under this RFQ shall require professional liability insurance in the amount of \$1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

27. ATTACHMENTS:

- a. Appendix A: City Standard Federal Contract Provisions

28. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. **30 Points** – Specialized experience and technical competence of the firm with respect to the type of professional services required
2. **25 Points** – Capacity and capability of the firm the perform the work in question including specialized services, within the time limitations fixed for the completion of the project
3. **25 Points** – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines
4. **20 Points** – Firm's proximity to and familiarity with the area in which the project is located

****Note:** Price shall not be a considered factor used to select a vendor. 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. Statements of Qualification/Proposals shall NOT include prices, hourly fees, consulting rates, etc. of any kind.

Appendix B
RFQ 23-01, Selection 1
City Hall HVAC Upgrades
City Issued RFQ

City of Fayetteville, AR
RFQ 23-01, Engineering & Architectural Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: _____

NUMBER OF YEARS IN BUSINESS: _____ HOW LONG IN PRESENT LOCATION: _____

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

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

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

1. _____
COMPANY NAME

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

2. _____
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, AR
RFQ 23-01, Engineering & Architectural Services
SECTION C: 2023 Annual Statement of Qualifications Summary Form

ATTENTION: This form shall be completed and returned with EACH SUBMITTED Statement of Qualification. The City will utilize the selection marked by each firm to correspond with the scope of work for each project.

NAME OF FIRM: _____

SUMMARY STATEMENT:

Proposer should provide summary information on this form by checking the areas of expertise based on experience and qualifications.

This form must be completed and returned in order for your proposal to be eligible for consideration.

☐ Airport	☐ Mechanical
☐ Architecture	☐ Natural Resource/Conservation Planning
☐ Bridges	☐ Parks: Urban Forestry Planning
☐ Carbon Sequestration Analysis	☐ Parks: Land Dedication Fees Consultant
☐ Civil/Structural Design	☐ Site Utility
☐ Climate Resilience Analysis	☐ Studio Design
☐ Construction Administration	☐ Storm Water Management
☐ Drainage Design, Analysis, & Planning	☐ Stormwater Modeling
☐ Ecosystem Services Analysis	☐ Stormwater Design
☐ Electrical	☐ Structural Design
☐ Environmental Analysis, Remediation, & Permitting	☐ Surveying
☐ Environmental Water Services	☐ Sustainability Design
☐ Floodplain Services	☐ Testing Services: Soil/Materials
☐ GIS Mapping	☐ Traffic Studies
☐ Geotechnical Engineering	☐ Utility Asset Inspections
☐ Hydrology	☐ Value Engineering
☐ Independent Fee Estimates	☐ Wastewater Design
☐ Interior Design	☐ Wastewater Management
☐ Landscape Architecture	☐ Wastewater Modeling
☐ LEED/Sites Certification	☐ Wastewater Rate Studies
☐ Lighting Design	☐ Wastewater SSES
☐ Master Planning: Arts/Culture	☐ Water/ Sewer Rate Studies
☐ Master Planning: City/Government	☐ Water Audit Services
☐ Master Planning: Parks	☐ Water Design
☐ Master Planning: Streets	☐ Water Management
☐ Master Planning: Wastewater	☐ Water Modeling
☐ Master Planning: Water	☐ Water Quality Monitoring
☐	☐ Wetlands

1. DISCLOSURE INFORMATION

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

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

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

_____ 1) NO KNOWN RELATIONSHIP EXISTS

_____ 2) RELATIONSHIP EXISTS (Please explain): _____

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

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

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number where the City's Purchasing Division can contact for clarification or interview request.**

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Phone Number: _____

E-Mail Address: _____

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

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

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

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

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

COMPANY: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

PHONE: _____ FAX: _____

E-MAIL: _____

TAX ID #: _____ UEI #: _____

Signed (By submitting your response, you certify that you are authorized to represent and bind your company):

SIGNATURE: _____

PRINTED NAME : _____

TITLE: _____ DATE: _____



RFQ 23-01, Engineering and Architectural Services
Appendix A: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
CODE OF FEDERAL REGULATIONS
TITLE 2 – GRANTS AND AGREEMENTS
PART 200, APPENDIX II

Appendix A: Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

[Appendix II to Part 200, Title 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](https://www.govinfo.gov/content/pkg/CFR-2021-title2-vol1/pdf/CFR-2021-title2-vol1-part200.pdf)
<https://www.govinfo.gov/content/pkg/CFR-2021-title2-vol1/pdf/CFR-2021-title2-vol1-part200.pdf>

Contractors and vendors shall comply with the following federal guidelines, in accordance with the most recent published version of Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The definition of a “non-Federal entity” in this section shall mean the City of Fayetteville, AR. Language in this Appendix shall override and supersede any language contained in the bid documents. All parties shall understand the terms “vendor” and “contractor” may apply to a design firm, construction contractor and/or sub-contractor. Language in this appendix shall apply as it is applicable to federal law. Design firms shall incorporate all applicable federal language into bid specifications, qualification requirements and contract documents prepared for City of Fayetteville projects.

1. Termination for Cause and Convenience

- a. The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days’ notice to the vendor of the intent to cancel, or with cause if at any time the vendor fails to fulfill or abide by any of the terms or conditions specified. This Agreement shall be automatically terminated if funds under federal award, number are discontinued by the awarding agency for any reason. Such termination shall take effect upon receipt of written notice. If there is a need to settle on an early termination, partial payment up to the termination date would be determined by incurrence of allowable cost, by completion of task, by percent of time completed up to the settlement, or some other method as defined by the City upon review of the vendor’s records.
- a. Failure of the vendor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- b. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

2. Equal Employment Opportunity – Vendor shall comply with 41 CFR 60–1.4(b)

- a. During the performance of this contract, the vendor agrees as follows:
 - (1) The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the vendor's legal duty to furnish information.
- (4) The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-vendor or vendor. The vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
- a. Provided, however, that in the event a vendor becomes involved in, or is threatened with, litigation with a sub-vendor or vendor as a result of such direction by the administering agency, the vendor may request the United States to enter into such litigation to protect the interests of the United States.
 - b. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - c. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of vendors and sub vendors with

the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

- d. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon vendors and sub-vendors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
 - b. Subcontracts. Each nonexempt prime vendor or sub-vendor shall include the equal opportunity clause in each of its nonexempt subcontracts.
 - c. Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.
 - d. Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the vendor is written.
 - e. Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.
3. **Davis-Bacon Act**, (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations ([29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"](#))
 - a. See also [2 C.F.R. Part 200, Appendix I, J & D](#).
 - b. In accordance with the statute, vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendor must be required to pay wages not less than once a week.
 - c. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - i. **Contractor's on projects shall reference the appendices containing Wage Determination Numbers and dates.**
 4. **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
 - a. Each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- i. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act

- a. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- b. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. Compliance with the Contract Work Hours and Safety Standards Act
 - ii. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - iii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - iv. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

- 6. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. **Clean Air Act:** Contracts in excess of \$150,000 shall comply with the following related to the Clean Air Act
 - a. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. The vendor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance funding.
8. **Federal Water Pollution Control Act:** Contracts in excess of \$150,000 shall comply with the following related to the Federal Water Pollution Control Act
 - a. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. The vendor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
9. **Debarment and Suspension (Executive Orders 12549 and 12689)**
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor/contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. A contract award (per [2 CFR 180.220](#)) shall not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - c. The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - d. If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - e. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
10. **Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)**
 - a. Vendor’s who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal

funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

11. Procurement of recovered materials ([§ 200.323](#))

- a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors and vendors 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 CFR 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 during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. Prohibition on certain telecommunications and video surveillance services or equipment ([§ 200.216](#))

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See [Public Law 115-232](#), section 889 for additional information.
- d. See also [§ 200.471](#).

13. Domestic preferences for procurements ([§ 200.322](#))

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Appendix B
RFQ 23-01, Selection 11
City Hall HVAC Upgrades
City Issued RFQ

RFQ 23-01, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Tuesday, January 24, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: RFQ 23-01, Engineering and Architectural Services

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the RFP. **PROPOSERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. The following clarifications are being provided to all interested parties:

a. **PROVISION FOR OTHER AGENCIES:**

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

b. Any subrecipient of American Rescue Plan Act (ARPA) Funds through the City of Fayetteville has the authority to utilize the final list of selected firms. Subrecipients utilizing the list shall follow all applicable state laws and City of Fayetteville Purchasing policies.

RFQ 23-01, Addendum 2



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Tuesday, January 31, 2023

To: All Prospective Vendors

From: Amanda Beilfuss – 479.575.8220 – abeilfuss@fayetteville-ar.gov

RE: RFQ 23-01, Engineering and Architectural Services

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the RFP. **PROPOSERS SHOULD ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.**

1. The deadline to submit statements of qualification for RFQ 23-01, Engineering and Architectural Services is being extended. **The new deadline for SOQ's is Tuesday, February 7, 2023 no later than 2:00 PM, local time.**

Appendix B
RFQ 23-01, Selection 11
City Hall HVAC Upgrades
City Issued RFQ



RFQ 23-01 Addendum 2

Engineering Elements

Supplier Response

Event Information

Number: RFQ 23-01 Addendum 2
Title: Engineering and Architectural Services
Type: Request for Qualifications
Issue Date: 1/8/2023
Deadline: 2/7/2023 02:00 PM (CT)
Notes:

The City of Fayetteville, Arkansas, is requesting statements of qualifications from firms interested in providing engineering, architectural, & land surveying services for 2023 street, drainage, bridge, water & sewer, trails, parks, and other projects. Any questions regarding the process shall be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov or (479) 575-8220.

Contact Information

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

Engineering Elements Information

Contact: Shane Lanning
Address: 2458 EAST JOYCE BLVD
Suite 1
Fayetteville, AR 72703
Phone: (479) 695-1333
Email: slanning@eemep.com
Web Address: www.eemep.com

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

Shane Russell Lanning

Signature

Submitted at 1/20/2023 09:57:58 AM (CT)

slanning@eemep.com

Email

Requested Attachments

RFQ 23-01, Response Submittal

Qual-Statement-Fayetteville-2023.pdf

Please upload your completed response, including all required forms.

Response Attachments

RFQ 23-01, Engineering and Architectural Services.pdf

Completed Sections B, C and D of RFQ 23-01.

Bid Attributes

1 Arkansas Secretary of State Filing Number:

800057866



**CITY OF
FAYETTEVILLE
ARKANSAS**

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

RFQ (REQUEST FOR QUALIFICATION)

REQUEST FOR QUALIFICATION: RFQ 23-01, Engineering & Architectural Services

DEADLINE: Tuesday, January 31, 2023 before 2:00 PM, local time

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

DATE OF ISSUE AND ADVERTISEMENT: 01/08/2023

REQUEST FOR STATEMENTS OF QUALIFICATION RFQ 23-01, Engineering & Architectural Services

It is the intent for the accepted responses of this solicitation to be considered for all engineering and architectural selections for 2023.

The City may select engineers and architects for bond projects from this RFQ as well as projects related to funding from the American Rescue Plan.

The City reserves the right to issue a separate RFQ at any time for any job specific engineering and/or architectural selection.

Submittals shall be submitted via upload and complete submission on the City's electronic platform at <http://fayetteville-ar.gov/bids>. No physical copies shall be submitted. The City will not accept late or misdirected responses.

All statements of qualification shall be submitted in accordance with the attached City of Fayetteville specifications and documents attached hereto. Each Proposer is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis of rejection. Any bid, proposal, or statements of qualification will be rejected that violates or conflicts with state, local, or federal laws, ordinances, or policies.

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

City of Fayetteville, AR
RFQ 23-01, Engineering & Architectural Services
Advertisement

City of Fayetteville, AR
Request for Statements of Qualification
RFQ 23-01, Engineering & Architectural Services

The City of Fayetteville, Arkansas, is requesting statements of qualifications from firms interested in providing engineering, architectural, & land surveying services for 2023 street, drainage, bridge, water & sewer, trails, parks, and other projects.

All statements shall be received by **Tuesday, January 31, 2023 before 2:00 PM, local time** utilizing the City's electronic portal located at <http://fayetteville-ar.gov/bids>. Late or misdirected proposals will not be accepted. Proposals will not be accepted after the deadline. The City of Fayetteville will not be responsible for lost or misdirected RFQ's, or failure of bidder's technical equipment.

Forms & addendums can be downloaded from the City's electronic portal at <http://fayetteville-ar.gov/bids>. All questions regarding the process shall be directed to Amanda Beilfuss at abeilfuss@fayetteville-ar.gov or (479)575-8220.

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

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

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

City of Fayetteville
By: Amanda Beilfuss, Sr. Purchasing Agent
P: 479.575.8220 abeilfuss@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 01/08/2023
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$XXX.XX.

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Appendix C
RFQ 23-01, Selection 11
City Hall HVAC Upgrades
Engineering Elements' Submittal

1. SUBMISSION OF A STATEMENT OF QUALIFICATION SHALL INCLUDE:

- a. A written narrative describing the method or manner in which the Proposer proposes to satisfy requirements of this RFQ in the most cost-effective manner. The term Proposer shall be in reference to a firm or individual responding to this solicitation. The term proposal is used in this document as equal to statement of qualification.
- b. A description of the Proposer's experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.
- c. Electronic Submittal: Proposers are required to go to <http://fayetteville-ar.gov/bids> and follow the prompts to submit a statement of qualification within the electronic platform. **Physical submittals are not allowed for this RFQ.**
 - i. SOQ's shall be prepared simply and economically, providing a straightforward, concise description of its ability to meet the requirements for the project. Fancy bindings, colored displays, and promotional material are not required. Emphasis should be on completeness and clarity of content. All documents submitted through the electronic portal shall be standard page size of 8 ½" x 11". Exceptions would be schematics, exhibits, one-page resumes, and City required forms. Limit proposal to twenty-five (25) pages or less, excluding one-page team resumes, references, and forms required by the City for completion. All proposals shall be uploaded in a PDF format to the City's electronic platform prior to the stated deadline.
- d. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of responders will be available as selections will be made all year for various projects.
- e. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.
- f. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.
- g. 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.
- h. 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.
- i. 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:

- d. 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.
- e. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.
- f. The City of Fayetteville reserves the right to accept or reject any or all proposals.
- g. The City of Fayetteville reserves the right to cancel the entire request.
- h. 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.
- i. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.
- j. 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.
- k. The City of Fayetteville intends on utilizing the received proposals for applicable 2023 engineering, architectural, and land surveying projects. Projects believed to be under \$35,000 by the City will be selected by the Department/Division head in accordance with the presented selection criteria in this RFQ. Projects expected to exceed \$35,000 shall be voted on by the selection committee and any related contract exceeding \$35,000 shall require formal authorization by the Fayetteville City Council.

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:

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

8. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:

- d. 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 responses. Proposers will receive an email confirmation after successful submission in the electronic submission platform.
- e. The time set for the deadline shall be local time for Fayetteville, AR. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the clock located in the electronic platform.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

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

11. COLLUSION:

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICITON:

- d. 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.
- e. 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.
- f. 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:

- d. 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.
- e. 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.
- f. 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.
- g. 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:

- d. The Contractor shall perform this contract. No assignment of subcontracting shall be allowed without prior written consent of the City. If a Proposer intends to subcontract a portion of this work, the Proposer shall disclose such intent in the proposal submitted as a result of this RFQ.
- e. 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 RFQ, without exception shall constitute approval for purpose of this Agreement.

19. NON-EXCLUSIVE CONTRACT:

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

20. ADDITIONAL REQUIREMENTS:

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

21. SERVICES AGREEMENT:

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

22. INTEGRITY OF STATEMENT OF QUALIFICATION (RFQ) DOCUMENTS:

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

23. LOBBYING:

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

24. DEBARRED ENTITIES:

By submitting a statement of qualification, vendor states submitting entity is not a debarred contractor with the federal, any state, or local government.

25. OTHER GENERAL CONDITIONS:

- d. 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.
- e. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.
- f. 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.
- g. 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.
- h. **Any uncertainties shall be brought to the attention to Amanda Beilfuss immediately via telephone (479.575.8220) or e-mail (abeilfuss@fayetteville-ar.gov).** It is the intent and goal of the City of Fayetteville Purchasing Division to

provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.

- i. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Amanda Beilfuss, City of Fayetteville, Sr. Purchasing Agent via e-mail (abeilfuss@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for 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.
- j. 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.
- k. 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.
- l. 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.
- m. 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.
- n. 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.
- o. All interested parties shall understand the City is not utilizing AIA contracts for projects. Standard City contracts will be used for all projects.

26. INSURANCE:

- d. Any project selected under this RFQ shall require professional liability insurance in the amount of \$1 million US dollars, at minimum. Such Certificate of Insurance shall list the City as an additional insured and not be required unless firm is selected.

27. ATTACHMENTS:

- a. Appendix A: City Standard Federal Contract Provisions

28. SELECTION CRITERIA:

The evaluation criterion below defines the factors which will be used by the selection committee to evaluate and score responsive, responsible and qualified proposals. The evaluation factors are as follows:

1. **30 Points** – Specialized experience and technical competence of the firm with respect to the type of professional services required
2. **25 Points** – Capacity and capability of the firm the perform the work in question including specialized services, within the time limitations fixed for the completion of the project
3. **25 Points** – Past record of performance of the firm with respect to such factors as control of costs, quality of work, and ability to meet schedules and deadlines
4. **20 Points** – Firm's proximity to and familiarity with the area in which the project is located

****Note:** Price shall not be a considered factor used to select a vendor. 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. Statements of Qualification/Proposals shall NOT include prices, hourly fees, consulting rates, etc. of any kind.

Appendix C
RFQ 23-01, Selection 1
City Hall HVAC Upgrades
Engineering Elements' Submittal

City of Fayetteville, AR
RFQ 23-01, Engineering & Architectural Services
SECTION B: Vendor References

The following information is required from all firms so all statements of qualification may be reviewed and properly evaluated:

COMPANY NAME: Engineering Elements, PLLC

NUMBER OF YEARS IN BUSINESS: 18 HOW LONG IN PRESENT LOCATION: 8

TOTAL NUMBER OF CURRENT EMPLOYEES: 12 FULL TIME 3 PART TIME

NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT: 12 FULL TIME _____ PART TIME

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

1. Architecture Plus, Inc.

COMPANY NAME

Fort Smith, AR 72901

CITY, STATE, ZIP

Michael Johnson

CONTACT PERSON

479 783-8395

TELEPHONE

479-782-9327

FAX NUMBER

michael@archplusinc.net

E-MAIL ADDRESS

2. Crafton, Tull & Associates

COMPANY NAME

Fayetteville, AR 72703

CITY, STATE, ZIP

Wes Burgess

CONTACT PERSON

479-636-4384

TELEPHONE

479-631-6224

FAX NUMBER

wes.burgess@craftontull.com

E-MAIL ADDRESS

3. KSA Architects

COMPANY NAME

Fayetteville, AR 72703

CITY, STATE, ZIP

Garth Hudgins

CONTACT PERSON

479-521-7794

TELEPHONE

479-521-0660

FAX NUMBER

garth@ksa-architecture.com

E-MAIL ADDRESS

4. ParkCo Architects

COMPANY NAME

Fayetteville, AR 72701

CITY, STATE, ZIP

Bret Park

CONTACT PERSON

479-527-6465

TELEPHONE

FAX NUMBER

bret@parkco.net

E-MAIL ADDRESS

City of Fayetteville, AR
RFQ 23-01, Engineering & Architectural Services
SECTION C: 2023 Annual Statement of Qualifications Summary Form

ATTENTION: This form shall be completed and returned with EACH SUBMITTED Statement of Qualification. The City will utilize the selection marked by each firm to correspond with the scope of work for each project.

NAME OF FIRM: Engineering Elements, PLLC

SUMMARY STATEMENT:

Proposer should provide summary information on this form by checking the areas of expertise based on experience and qualifications.

This form must be completed and returned in order for your proposal to be eligible for consideration.

☒	Airport	☒	Mechanical
☐	Architecture	☐	Natural Resource/Conservation Planning
☐	Bridges	☐	Parks: Urban Forestry Planning
☐	Carbon Sequestration Analysis	☐	Parks: Land Dedication Fees Consultant
☐	Civil/Structural Design	☐	Site Utility
☐	Climate Resilience Analysis	☐	Studio Design
☒	Construction Administration	☐	Storm Water Management
☐	Drainage Design, Analysis, & Planning	☐	Stormwater Modeling
☐	Ecosystem Services Analysis	☐	Stormwater Design
☒	Electrical	☐	Structural Design
☐	Environmental Analysis, Remediation, & Permitting	☐	Surveying
☐	Environmental Water Services	☒	Sustainability Design
☐	Floodplain Services	☐	Testing Services: Soil/Materials
☐	GIS Mapping	☐	Traffic Studies
☐	Geotechnical Engineering	☐	Utility Asset Inspections
☐	Hydrology	☐	Value Engineering
☐	Independent Fee Estimates	☒	Wastewater Design
☐	Interior Design	☐	Wastewater Management
☐	Landscape Architecture	☐	Wastewater Modeling
☒	LEED/Sites Certification	☐	Wastewater Rate Studies
☒	Lighting Design	☐	Wastewater SSES
☐	Master Planning: Arts/Culture	☐	Water/ Sewer Rate Studies
☐	Master Planning: City/Government	☐	Water Audit Services
☐	Master Planning: Parks	☒	Water Design
☐	Master Planning: Streets	☐	Water Management
☐	Master Planning: Wastewater	☐	Water Modeling
☐	Master Planning: Water	☐	Water Quality Monitoring
☐		☐	Wetlands

1. DISCLOSURE INFORMATION

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

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

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

 X 1) NO KNOWN RELATIONSHIP EXISTS

 2) RELATIONSHIP EXISTS (Please explain):

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

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

2. PRIMARY CONTACT INFORMATION

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number where the City's Purchasing Division can contact for clarification or interview request.**

Name of Firm: Engineering Elements, PLLC

Name of Primary Contact: Shane Lanning, PE

Title of Primary Contact: President

Phone Number: 479-695-1333

E-Mail Address: slanning@eemep.com

3. ACKNOWLEDGEMENT OF ADDENDA

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

ADDENDUM NO.	SIGNATURE AND PRINTED NAME	DATE ACKNOWLEDGED

4. DEBARMENT CERTIFICATION:

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

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

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

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

COMPANY: Engineering Elements, PLLC

PHYSICAL ADDRESS: 2458 East Joyce Blvd., Suite 1 Fayetteville, AR 72703

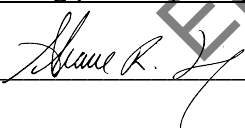
MAILING ADDRESS: 2458 East Joyce Blvd., Suite 1 Fayetteville, AR 72703

PHONE: 479-695-1333 FAX: _____

E-MAIL: slanning@eemep.com

TAX ID #: 20-2791224 UEI #: U5DSYCWH7T13

Signed (By submitting your response, you certify that you are authorized to represent and bind your company):

SIGNATURE: 

PRINTED NAME : Shane Lanning

TITLE: President DATE: January 19, 2023



RFQ 23-01, Engineering and Architectural Services
Appendix A: Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
CODE OF FEDERAL REGULATIONS
TITLE 2 – GRANTS AND AGREEMENTS
PART 200, APPENDIX II

Appendix A: Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

[Appendix II to Part 200, Title 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards](https://www.govinfo.gov/content/pkg/CFR-2021-title2-vol1/pdf/CFR-2021-title2-vol1-part200.pdf)
<https://www.govinfo.gov/content/pkg/CFR-2021-title2-vol1/pdf/CFR-2021-title2-vol1-part200.pdf>

Contractors and vendors shall comply with the following federal guidelines, in accordance with the most recent published version of Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The definition of a “non-Federal entity” in this section shall mean the City of Fayetteville, AR. Language in this Appendix shall override and supersede any language contained in the bid documents. All parties shall understand the terms “vendor” and “contractor” may apply to a design firm, construction contractor and/or sub-contractor. Language in this appendix shall apply as it is applicable to federal law. Design firms shall incorporate all applicable federal language into bid specifications, qualification requirements and contract documents prepared for City of Fayetteville projects.

1. Termination for Cause and Convenience

- a. The City of Fayetteville reserves the right to cancel this Contract, without cause, by giving thirty (30) days’ notice to the vendor of the intent to cancel, or with cause if at any time the vendor fails to fulfill or abide by any of the terms or conditions specified. This Agreement shall be automatically terminated if funds under federal award, number are discontinued by the awarding agency for any reason. Such termination shall take effect upon receipt of written notice. If there is a need to settle on an early termination, partial payment up to the termination date would be determined by incurrence of allowable cost, by completion of task, by percent of time completed up to the settlement, or some other method as defined by the City upon review of the vendor’s records.
- a. Failure of the vendor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.
- b. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the City.

2. Equal Employment Opportunity – Vendor shall comply with 41 CFR 60–1.4(b)

- a. During the performance of this contract, the vendor agrees as follows:
 - (1) The vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the vendor's legal duty to furnish information.
- (4) The vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the vendor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The vendor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The vendor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the vendor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the vendor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The vendor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-vendor or vendor. The vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
 - a. Provided, however, that in the event a vendor becomes involved in, or is threatened with, litigation with a sub-vendor or vendor as a result of such direction by the administering agency, the vendor may request the United States to enter into such litigation to protect the interests of the United States.
 - b. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.
 - c. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of vendors and sub vendors with

the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

- d. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a vendor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon vendors and sub-vendors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
 - b. Subcontracts. Each nonexempt prime vendor or sub-vendor shall include the equal opportunity clause in each of its nonexempt subcontracts.
 - c. Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.
 - d. Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the vendor is written.
 - e. Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.
3. **Davis-Bacon Act**, (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations ([29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"](#))
 - a. See also [2 C.F.R. Part 200, Appendix II, J.D.](#)
 - b. In accordance with the statute, vendors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, vendor must be required to pay wages not less than once a week.
 - c. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
 - i. **Contractor's on projects shall reference the appendices containing Wage Determination Numbers and dates.**
 4. **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
 - a. Each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- i. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

5. Contract Work Hours and Safety Standards Act

- a. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- b. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.
- c. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- d. Compliance with the Contract Work Hours and Safety Standards Act
 - ii. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - iii. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
 - iv. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 - v. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

- 6. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit

organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. **Clean Air Act:** Contracts in excess of \$150,000 shall comply with the following related to the Clean Air Act
 - a. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
 - b. The vendor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance funding.
8. **Federal Water Pollution Control Act:** Contracts in excess of \$150,000 shall comply with the following related to the Federal Water Pollution Control Act
 - a. The vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. The vendor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
9. **Debarment and Suspension (Executive Orders 12549 and 12689)**
 - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the vendor is required to verify that none of the vendor/contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. A contract award (per [2 CFR 180.220](#)) shall not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the QMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
 - c. The vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - d. If it is later determined that the vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - e. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
10. **Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)**
 - a. Vendor’s who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal

funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

11. Procurement of recovered materials ([§ 200.323](#))

- a. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors and vendors 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 CFR 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 during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

12. Prohibition on certain telecommunications and video surveillance services or equipment ([§ 200.216](#))

- a. Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
 - i. Procure or obtain;
 - ii. Extend or renew a contract to procure or obtain; or
 - iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (1) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (2) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- b. In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- c. See [Public Law 115-232](#), section 889 for additional information.
- d. See also [§ 200.471](#).

13. Domestic preferences for procurements ([§ 200.322](#))

- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
- b. For purposes of this section:
 - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

- ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Appendix C
RFQ 23-01, Selection 11
City Hall HVAC Upgrades
Engineering Elements' Submittal



Statement of Qualifications and Performance Data for Year 2023

The City of Fayetteville, Arkansas

Prepared for:
Amanda Beilfuss
City of Fayetteville
Purchasing Division – Room 306
113 West Mountain Street
Fayetteville, AR 72701

Prepared By:
Shane R. Lanning, PE, CxA, LEED-AP BD+C
President
Engineering Elements, PLLC
2458 E. Joyce Blvd., Suite 1
Fayetteville, AR 72703
Phone (479) 695-1333

January 19, 2023

EXECUTIVE SUMMARY

January 19, 2023

Ms. Amanda Beilfuss
City of Fayetteville
113 W. Mountain Street
Fayetteville, AR 72701

Re: RFQ #23-01
Engineering and Architectural Services

Ms. Beilfuss:

Engineering Elements is pleased to respond to the 2023 RFQ for Engineering Services for the City of Fayetteville. We appreciate the opportunity to submit and are prepared to demonstrate our commitment toward the successful completion of any proposed City project. We consider ourselves fortunate for the opportunities we've had to work with the City on projects spanning the past several years. We hope, through our prior work, we have proven ourselves as a valuable and trustworthy partner to Fayetteville.

Inside you'll find summary information on our recent projects. Additionally, you'll find our experience continues to cross a wide array of commercial construction projects including office and retail buildings, healthcare facilities, public schools, churches, restaurants, federal buildings and projects for the University of Arkansas. It is through these past and current projects that we continually sharpen our expertise and improve our offering to the City of Fayetteville.

We truly thank you for our past roles and experience in your projects and want to thank you in advance for considering us for your future engineering design needs. Please don't hesitate to contact us for any questions you might have.

Sincerely,



Shane R. Lanning, P.E., CxA, LEED-AP
Engineering Elements, PLLC

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1. FIRM PROFILE

Engineering Elements is a full service consulting engineering firm founded in 2005 and located in Fayetteville. Our firm offers mechanical, electrical, plumbing, fire protection and sustainable design services for many different project types.

Our goal is to provide high quality engineering services in a timely manner for our clients. Close personal attention to our projects is a hallmark for our firm and is accomplished through an organizational structure that empowers each employee. Our clients appreciate the quality benefits realized in working with our firm; where they're not handed from department to department to get their questions answered. Instead each employee is familiar with our organizational systems and protocols, enabling quick and accurate responses to issues. Additionally, this "continuity of service" naturally drives a high level of quality and commitment for our client's interests – one we intend to carry throughout the life of the project and beyond.

Finally, we understand communication and coordination to be the cornerstones of successful projects. Our daily work involves close coordination with numerous and simultaneous project partners where we rely on the best industry practices to ensure good project management. Whether for your small or large projects, Engineering Elements is equipped and ready to deliver quality engineering services.

2. PERSONNEL (Years of Experience)

Shane R. Lanning, P.E., CxA, LEED-AP BD+C (Mechanical/Electrical Engineer, 28 years)
Ryan D. McClain, P.E., CxA, LEED-AP O+M, CEM (Mechanical Engineer, 25 years)
Jacob D. Cersovsky (Electrical Engineer, 20 years)
Jeremy Hooe (Electrical Engineer, 10 years)
Nathan Blevins (Mechanical Engineer, 10 years)
Elizabeth Boone (Mechanical Engineer, 6 years)
Alissa Crossland (Mechanical Engineer, 22 years)
Josh Wright (Plumbing Designer, 8 years)
Ronald G. McClane (Mechanical Designer, 29 years)
Paul Priestner (Energy Audits, Commissioning, Construction Inspection, 30 years)
Collin Schoolcraft (Mechanical Engineer, 6 years)
Sam Ward (Construction Inspection, HERS Rating,

3. ACTIVE PROFESSIONAL ENGINEERING LICENSES

Arkansas, Missouri, Louisiana, Oklahoma, New Mexico, Texas, Nebraska, Kentucky, Kansas, Colorado, Tennessee, Mississippi, Pennsylvania

4. PROFESSIONAL AFFILIATIONS

American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
American Society of Plumbing Engineers (ASPE)
National Fire Protection Association (NFPA)
Illuminating Engineering Society of North America (IESNA)
National Council of Examiners for Engineers and Surveying (NCEES)
Association of Energy Engineers (AEE)
AABC Commissioning Group (ACG)

5. INDIVIDUAL RESUMES

5.1. Shane R. Lanning, P.E., CxA, LEED-AP BD+C, President

PROFESSIONAL EXPERIENCE

2005 - Present President
Engineering Elements, PLLC
2009 - Present Partner
Pinnacle Energy Services, Inc.
1999 - 2005 Project Manager
Green Anderson Engineers, Inc.
1995 - 1999 Design Engineer
Geary Engineering, Inc.



PROFESSIONAL REGISTRATION

Registered Professional Electrical and Mechanical Engineer:
Arkansas, Oklahoma, Nebraska, New Mexico, Missouri, Pennsylvania,
Texas, Louisiana, Kentucky, Kansas, Colorado, Tennessee, Mississippi
Certified Commissioning Authority – AABC Commissioning Group
LEED-AP, Building Design & Construction

PROFESSIONAL AFFILIATIONS

American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
National Fire Protection Association (NFPA)
Illuminating Engineering Society of North America (IESNA)
The United States Green Building Council (USGBC)
AABC Commissioning Group (ACG)
National Council of Examiners for Engineering and Surveying (NCEES)

EDUCATION

Kansas State University
Bachelor of Science, Architectural Engineering

PROJECT EXPERIENCE

Fayetteville Public Library – Fayetteville, AR:
First LEED registered project in Arkansas. Facility was designed with 15,000 gallon cistern for reduced lawn irrigation, dual fan, dual duct HVAC system, lighting controls featuring occupancy sensor and security system interlock, daylight harvesting, and green roof.



5.2. Ryan D. McClain, P.E., CxA, CEM, LEED-AP O+M, Vice President

PROFESSIONAL EXPERIENCE

2007 - Present	Partner Engineering Elements, PLLC
2009 - Present	President Pinnacle Energy Services, Inc.
2004 – 2007	Design Engineer, Project Manager Green Anderson Engineers, Inc.
2001 - 2004	Quality Manager Danaher Corporation



PROFESSIONAL REGISTRATION

Registered Professional Mechanical Engineer: Arkansas
LEED-AP, Existing Building Operation & Maintenance
Certified Energy Manager
Certified Commissioning Authority – AABC Commissioning Group (ACG)

PROFESSIONAL AFFILIATIONS

Building Commissioning Association (BCA)
American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
Association of Energy Engineers (AEE)
United States Green Building Council (USGBC)
Associated Air Balance Council Commissioning Group (ACG)

EDUCATION

University of Arkansas
Bachelor of Science, Mechanical Engineering

EXPERIENCE

University of Arkansas, Campus Wide Energy Savings Program:

In a good example of his large-scale PM capability, Ryan delivered Cx services for over 1.5 million square feet of existing building space spread over 18 buildings on a major (Division 1) university campus served by a district steam and chilled water system. Mr. McClain spearheaded a multi-party effort that successfully met a very aggressive deadline for this project. The team was comprised of a six-man Cx team aided by an estimated 30 to 40 other individuals that included members from the university's facilities group, members from the ESCO whose work was being commissioned (including their engineers, managers and technicians), the university's on-call controls contractor, and the project TAB firm.

Additionally, while most Cx work occurred during the summer months which benefited from light campus activity, several of the buildings were designated by the owner as either *highly* sensitive occupancy types or otherwise critical to the university's daily operations including a chemical and biological engineering building, and the campus' central administration and commercial food service building. Mr. McClain coordinated closely with the Cx team as well as individual building managers to carry out a phased commissioning plan that allowed the facilities to maintain their on-going operations.



6. SPECIFIC PROJECT EXPERIENCE

Square Garden Lighting Project

Location:
Fayetteville, Arkansas

Owner:
City of Fayetteville, AR

Project Cost: Multiple

Completion Dates: 2008, 2009, 2013, 2021,
Ongoing



Project Description:

This project consists of new street lighting and electrical system improvements for twelve city blocks around the Square of Fayetteville. New street lighting and power for display, marketing, Christmas decorations, etc. was provided along Block Avenue, East Avenue, Center Street and Mountain Street. Lighting ordinances for the City of Fayetteville were met.

In addition to the street lighting upgrades, the electrical systems for the interior of the city square were upgraded. Low profile pathway lighting was added for the walking trail inside of the Square. New electrical panels were placed at the four intersections of the Square for Christmas lighting and also to accommodate vendors during the "Farmer's Market" events held twice weekly as the seasons allow. New street lighting and accent lighting controls were condensed to one location on the Square. Conduits are roughed-in for future expansion of the new electrical systems and street lighting.

Subsequent to this project we worked with the City of Fayetteville on a one mile trail lighting project at Wilson Park and additional street lighting upgrades along College Avenue and Dickson Street.

Additional Municipal Experience:

Springdale Fire Department Training Facility – Springdale, Arkansas
Remodels of Library, Community Building and Police & Courts – West Fork, Arkansas
Har-Ber, Butterfield, 48th, Jones' and George's Lift Stations – Springdale, Arkansas
Alma Police Station Remodel – Alma, Arkansas
Fort Smith Transit CNG Station – Fort Smith, Arkansas
Mud Creek Trail Lighting – Fayetteville, Arkansas
Emma Avenue Street Lighting – Springdale, Arkansas
Huntsville Fire Station – Huntsville, Arkansas
Elm Springs Road Street Lighting – Springdale, Arkansas
Pleasant Grove Road Street Lighting – Rogers, Arkansas
Tahlequah Police Station Remodel – Tahlequah, Oklahoma

McDonald Eye Associates

Location:
Fayetteville, Arkansas

Project Cost:
\$4.0 million Total

Completion Date:
Winter 2018

Size:
18,600 square foot

Project Description:



This project consists of a new single-story medical office building in Fayetteville. This facility will house medical office, exam, procedure and surgery suites. The building tenants specialize in medical and surgical eye care for a variety of eye conditions and diseases including glaucoma, corneal disease, and macular degeneration. There is also a complete optical retail center located in the facility.

The plumbing fixtures throughout the facility are all sensor-activated, including flush valve and faucet controls for restroom and surgery areas. The HVAC system consists of two package rooftop variable air volume (VAV) air handling units. The units operate to maintain positive and negative pressure control throughout the general office and exam areas relative to the surgery center. Medium pressure supply ductwork is routed throughout all areas of the facility with a low pressure ducted return system to each rooftop unit. All individual rooms and areas are served with fan-powered VAV boxes with independent thermostat control. The building HVAC system is monitored by central building automation system for energy and programming control.

The lighting system features dual-technology occupancy sensor controls for all rooms. An emergency generator system was provided for the building, allowing the building tenant access to a central emergency power system as well as critical electrical systems for the surgery center.

Additional Medical and Health Facilities:

McCurtain County Health Department – Idabel, Oklahoma
Cath Lab and Pet Scan Suites for Arkansas Heart Center – Conway, Arkansas
Mount Comfort Veterinary Clinic – Fayetteville, Arkansas
Advanced Dermatology and Skin Cancer Center, Fayetteville, Arkansas
Health and Wellness Center – Poteau, Oklahoma
Arkansas Hospice – Russellville, Arkansas
Mercy Physician's Office Building – Fayetteville, Arkansas
Northwest Arkansas Pathology Lab Addition/Remodel – Fayetteville, Arkansas

Commerce Park II

Location:
Joyce Boulevard
Fayetteville, Arkansas

Owner:
Commerce Park, LLC

Project Cost:
\$12.5 million Total
\$1.85 million MEP

Completion Date:
May 2007



Project Description:

This project was a 60,000 square foot, four-story office building. It was designed to accommodate high-end professional firms and businesses with intense IT/data requirements. State-of-the-art audio/video systems are installed in the conference rooms on all floors. The facility includes a four-story open atrium designed with fire/smoke control features. A custom water fountain was designed for the entry lobby.

The plumbing fixtures throughout the facility are all sensor-activated, including flush valve and faucet controls. The HVAC system consists of central variable air volume (VAV) rooftop units and a medium pressure supply ductwork system. All individual offices are served with fan-powered VAV boxes with independent thermostat control. The building HVAC system is monitored by central building automation system for energy and programming control. Special ventilation systems were included for the second floor tenant's product review room. A commercial kitchen hood is installed in the fourth floor tenant break room for catering functions.

The entire building contains a central lighting control system. The lighting system features dual-technology occupancy sensor controls as well as daylight harvesting features. An emergency generator system was provided for the building, allowing each building tenant access to a central emergency power system.

Additional Office and Retail Buildings:

Ozarks Electric Cooperative 4-Story Office Building – Fayetteville, Arkansas
Arkansas Valley Electric Cooperative 4-Story Office Building – Ozark, Arkansas
Moberly Professional Office Building – Bentonville, Arkansas
Tyson Foods Manufacturing & Automation Center – Springdale, Arkansas
Nelson's Crossing Buildings 1, 2 and 3 – Fayetteville, Arkansas
Schlumberger Corporate Office Buildings – Conway, Arkansas and Cleburne, Texas
Honda of Russellville – Russellville, Arkansas

Mineral Springs High School

Location:
Mineral Springs,
Arkansas

Owner:
Mineral Springs Public
Schools

Project Cost:
\$18 million
\$5.1 million MEP

Completion Date:
Spring 2019

Size:
120,000 square foot total
27,600 square foot – Competition Gymnasium (1,500 person seating capacity)



Description of Facility:

This new high school includes 92,000 square feet of instructional space for 600 students. The educational space includes 22 classrooms and two science laboratories. The school also includes a library with self-contained computer lab, media production lab, instrumental music room, choir room, parent center, career center, dining area loading dock and full commercial kitchen.

HVAC Systems:

The building's HVAC system includes a combination of split systems, packaged rooftop units and single zone variable air volume (VAV) units. A dedicated outdoor air system delivers outdoor air to individual classrooms separately from the primary air conditioning system for energy efficiency and scale. Carbon dioxide sensors in each classroom are interlocked with dedicated variable air volume (VAV) boxes and a central VAV air handling unit. All exhaust air exits the building through energy recovery ventilators to capture and/or reject energy to reduce the building air conditioning energy consumption. A central building automation system allows for central programming and control of all HVAC systems.

Additional Public Schools:

Prairie Grove Middle School – Prairie Grove, Arkansas
Mena High School – Mena, Arkansas
Palestine-Wheatley High School – Palestine, Arkansas
Nashville High School HPER Building – Nashville, Arkansas
Charleston High School – Charleston, Arkansas
Cossatot River High School – Vandervoort, Arkansas
Lavaca High School – Lavaca, Arkansas

First Presbyterian Church

Location:
Harrison, Arkansas

Owner:
First Presbyterian Church

Project Cost:
\$7.1 million Total
\$1.43 million MEP

Completion Date:
June 2007

Size:
41,000 square foot

Description of Services:



This project consisted of a new Worship center for the First Presbyterian congregation in Harrison, Arkansas. The facility includes a 9,000 square foot sanctuary, 11,600 square feet of Sunday school classrooms, 10,050 square feet of office and administrative areas, and a 10,200 square foot Family Life Center. The facility includes a full time daycare facility for children ages 0-5, a complete commercial kitchen, a full size basketball gymnasium and a contemporary worship auditorium.

Both the sanctuary and contemporary worship auditorium feature state-of-the-art audio/video systems. All rooms in the facility feature audio/video capabilities that can observe or listen to the proceedings in either the sanctuary or worship center. Control rooms were provided in both areas to allow complete control of all audio, video and lighting systems from a central remote location.

The HVAC systems are controlled via a central building automation system (BAS). The BAS is also integrated to allow control of various lighting systems in the facility as well as the parking lot lighting.

Additional Religious Facilities:

Christ of the Hills United Methodist Church – Hot Springs Village, Arkansas
Northside Assembly of God Church – McAlester, Oklahoma
Discovery Church – Yukon, Oklahoma
Butterfield Assembly of God – Van Buren, Arkansas
Central Christian Church – Fort Smith, Arkansas
First Baptist Church – Farmington, Arkansas
First United Methodist Church – Springdale, Arkansas
First United Methodist Church – Siloam Springs, Arkansas

University of Arkansas, Rice Research Extension Center

Location:
University of Arkansas
Stuttgart, Arkansas

Project Cost:
\$1,800,000 Total

Completion Date:
Summer 2018

Size:
5,000 square foot

Description of Services:



The new greenhouse, head house, crossing room, flowering room, and growth chambers were built to expand the nationally recognized rice research program occurring at the University's Agricultural Experiment Station in Stuttgart. Specifically, these new facilities will provide a research component in heat stress of rice crops associated with rising climate temperatures and increased overnight heat stress on rice plants.

The building HVAC system consists of an evaporative cooling system with evaporative pad walls, ventilation fans, chiller and pumps, roof mount shutters, shading curtains and boiler with in-slab heating and unit heaters. All HVAC and lighting systems are controlled with a central building automation system maintaining precise temperature, humidity, and light level control during the duration of all research projects.

The lighting systems utilize high pressure sodium and metal halide lamping options for lighting spectrum control. All fixtures are mounted to a motorized rigging system to allow precise aiming and density control of the light output to match real world conditions. Each light fixture is capable of independent operation as well as synchronized operation with neighboring fixtures.

Additional University of Arkansas Projects:

Cralley-Warren Laboratory Remodel
Food Science Laboratory Addition
Food Science Sensory Lab and Classrooms
Residence Hall Remodels (Gregson, Pomfret and Futrall Halls)
Cotton Branch Research Facility – Marianna, Arkansas
Animal Diagnostics Laboratory
Chi Omega Greek Theater
University Gatehouse at Razorback Terrace

United States Post Office, Carrier Annex

Location:
Taos, New Mexico

Owner:
USPS

Project Cost:
\$2.4 million Total
\$585,000 MEP

Completion Date:
November 2006

Size:
20,500 square foot



Description of Services:

This building houses a new carrier annex for the United States Postal Service. The building is a 24 hour sorting and delivery facility for Taos, New Mexico and surrounding communities. The building features a 6 bay loading dock for tractor trailer traffic and a 12,000 square foot mail sorting facility.

The building construction met all aspects of Taos' environmentally friendly building codes. This included dark sky ordinances for exterior lighting, native landscaping with no domestic irrigation systems, indoor occupancy lighting controls, and HVAC controls with economizer features.

Design and construction services were completed ahead of schedule and within budget. The design team was located in the state of Arkansas and the general contractor was located in Oklahoma City, OK. Subsequent to this project we were given an additional project consisting of the main post office remodel also in Taos.

Additional USPS Projects:

Process and Distribution Center – New Orleans, Louisiana
Dickson Street Remodel – Fayetteville, Arkansas
Human Resources Facility – Little Rock, Arkansas
Process & Distribution Center – North Little Rock, Arkansas
District Office – Little Rock, Arkansas
Main Post Office – Abita Springs, Louisiana
Mail Sorting Facility – Camden, Arkansas
Main Post Office and Carrier Annex – Taos, New Mexico
Main Post Office Remodel – Vinita, Oklahoma

7. ADDITIONAL PROJECT EXPERIENCE

Municipal:

Fayetteville Public Library, Fayetteville, Arkansas

90,000 square foot 4-story library with 90,000 square foot 3-story parking garage. The library is LEED silver certified.

Washington County Service Center – Fayetteville, Arkansas

Springdale Water Utilities Offices – Springdale, Arkansas

Booneville Public Library – Booneville, Arkansas

Wilson Park Trail Lighting – Fayetteville, Arkansas

Farmington City Hall and Fire Station – Farmington, Arkansas

Street Lighting Improvements – Fort Gibson, Oklahoma

Medical Buildings:

Mercy Health, Rogers, Arkansas

112,000 square foot, 4-story medical office building with Endoscopy, Neurology, OB/GYN, Cardiovascular, Urology and Internal Medicine suites.

Lincoln Medical Education Foundation Child Observation Daycare, Lincoln, Nebraska

Dialysis Center of Lincoln, Lincoln, NE, Columbus, NE, and Beatrice, NE

Hawthorn Dental Clinic – Fayetteville, Arkansas

Pediatric Dental Associates – Fayetteville, Arkansas

Bise Plastic Surgery Center – Fort Smith, Arkansas

Holt-Krock Dialysis Center – Fort Smith, Arkansas

Assisted Living and Skilled Nursing Facilities:

River Hills Retirement Community and Alzheimer's Unit, Keokuk, Iowa

Assisted Living Community with two assisted living buildings, one Alzheimer's Unit, and a central community center (280,000 total square feet). HVAC systems consisted of internal ground source heat pump units with an exterior 90 bore hole well field and 30-ton pond loop system.

Butterfield Trails Development Phase I and II – Fayetteville, Arkansas

Haven Manor Retirement Communities #7 and #8 – Lincoln, Nebraska

Illinois Health Care Centers – El Paso, IL, Galesburg, IL, and Toulon, IL

Circle of Life Hospice – Springdale, Arkansas

Reflections Memory Care – Fort Smith, Arkansas

Hazardous/Industrial:

Jones Street Lift Station – Springdale, Arkansas

FBO Corporate Hangar at Drake Field – Fayetteville, Arkansas

University of Arkansas Hangar at Drake Field – Fayetteville, Arkansas

Duncan Aviation Hazardous Fuel Storage Building – Lincoln, Nebraska

Folsom Children's Zoo Seal Exhibit – Lincoln, Nebraska

Applied Technologies Warehouse – Rogers, Arkansas

8. CAPABILITIES

Hardware:

Engineering Elements maintains state-of-the-art technical capabilities in terms of computing power. Additionally, we are equipped with laptop computers and tablets fully capable of delivering all our services in a remote platform. Plotting and scanning capabilities include full color, full-scale, Architectural 'E' sized drawings on our in house plotters and printers.

Software:

Software packages we utilize for technical analysis vary by need and include the following:

- Revit MEP 2023

- AutoCAD MEP 2023

- Trace 700 V6.1- Whole Building Modeling Software

- ComCheck Plus – Commercial Energy Software (Test Conformance to ASHRAE 90.1)

- ResCheck – Residential Energy Software (Test Conformance w/ Intl. Energy Code & Model Energy Code)

Field & Testing Equipment:

- Laser Infrared Thermal Gun for Temperature Measurement

- Titanium Tetrachloride (TiCl_4) Smoke Generator for detecting Air Flows, Air Leaks, etc.

- Temperature/Humidity Dataloggers

- High Resolution Digital Cameras

- Electronic Psychrometer

9. DESCRIPTION OF SERVICES

The Engineering Elements Project Plan Approach

Communications

Engineering Elements will maintain regular communication between all parties involved while performing engineering services. Upon delivery of new project requirements and/or scope of work, Engineering Elements will coordinate with the City's representative to begin the design process. The exact requirements of the project will be reviewed early in the process and decisions will be presented to the City which affects design, aesthetics, and/or cost estimates.

Quality Assurance

Quality Philosophy: Engineering Elements believes quality to be integral to the ongoing project design/construction process - not relegated to a single quality check at the end of each project as an afterthought. As a daily effort quality manifests through strong communication, organization, and design skills. By the consistent use of these fundamental practices, quality is a natural outcome and the defining feature of the product we ultimately deliver to our clients.

One example of our quality philosophy in practice is our "Single Point of Contact" promise. Our clients can rest assured once having communicated a need or issue to our firm that we will internally disseminate the information and likewise consolidate responses back to our client. For The City of Fayetteville, Shane Lanning, PE will serve in this capacity ensuring the consistent administration of engineering services. Ryan McClain, PE will serve as an alternate contact when Shane cannot be available due to extenuating circumstances. Finally, as we understand a very reliable response level will be expected by the City, Engineering Elements will ensure ALL office personnel will be familiarized with the overall project scope and protocols in order to deliver the highest level of service to all parties involved.

File Organization: Engineering Elements employs the best industry practices for record keeping and communications. All project files are maintained both digitally and physically with digital files "backed-up" every day to ensure no loss of data. Electronic information for all projects for the City of Fayetteville will be organized and stored using consistent formats to ensure file integrity and enable efficient access of information.

Engineering Design Activities

Design Philosophy: Effective engineering design involves several phases including Schematic Design, Design Development, Construction Documents, Contract Administration, and Owner Occupation. Engineering Elements proposes to use these phases in organizing each City project and will refer to them by name in reporting, to identify when milestones are achieved and will offer details of activities associated with each of the phases.

Schematic Design and Design Development – Prior to beginning any engineering design or going on-site to perform a “Walk-Through” of a facility, Engineering Elements will organize and analyze the following information in order to make the on-site work more productive:

- Project kickoff and program verification
- Conceptual design
- Conceptual design review
- Determine types of construction
- Identify major equipment pieces
- Determine preliminary sizing and load calculations
- Identify potential energy and cost saving opportunities
- Define the project (Scope, Features, Purpose, and Functionality)
- Design alternatives or Scope reduction

Construction Documents – After design development is complete, Engineering Elements will complete production drawings and written specifications for the engineering design. Elements in this phase include:

- Providing shape to the City's project vision.
- Defining specific construction materials and methods
- Specification of mechanical and electrical equipment
- Clarity and Completeness of construction bid documents
- Identification of construction schedule impacts
- Verification that construction budget is maintained
- Owner review prior to contractor delivery
- Potential for early demolition
- Record necessary Performance Measurements (Temperature, Flow, Pressure, etc)

Construction Observation – After construction documents have been reviewed and approved by the City, the documents will be assembled into a bid package for distribution to potential contractors for pricing. The objective of this phase is to construct the project to drawings and specifications at the quality level included in those documents, within the construction budget, meeting the construction schedule, and adhering to the Owner's project scope. The following elements are associated with this phase of work:

- Clarification of bidding questions
- Facilitating pre-construction meeting with Owner, contractor and design team
- Conducting regular construction meetings if appropriate
- Reviewing and commenting on shop drawings and submittals
- Site inspections at regular intervals
- Reviewing project O&M manuals
- Establishing punch list prior to substantial completion
- Verification that punch list items are identified and completed

10. REFERENCES

Architects

Architecture Plus, Inc., Michael Johnson, Architect, (479) 783-8395
KSA Architects, Garth Hudgins, Owner & Architect, (479) 521-7794
Key Architects, James Key, Owner & Architect, (479) 444-6066
ParkCo. Architects, Bret & Stacey Park, Owners & Architects (479) 527-6465
Crafton, Tull & Associates, Wes Burgess, Architect, (479) 636-4838

Contractors

Johnson Mechanical Inc., Stan Johnson, Owner, (479) 442-5287
Multi-Craft Contractors, Inc., Michael Jones, Project Manager, (479) 751-7411
Professional Air Systems, Bill Minchew, Owner, (479) 871-2114
Fayetteville Mechanical Contractors, Brent Morrow, Owner, (479) 521-4215
Kimbel Mechanical Contractors, Gene Dresel, (479) 756-1099

Equipment Providers

Harrison Energy Partners, Jim Bradford, Senior Sales Manager, (479) 361-2030
Hambrick Ferguson Inc., John Hambrick, Owner, (918) 629-5684

Utilities

Black Hills Energy, Marshall Moody, Energy Consultant, (479) 582-8398

Beilfuss, Amanda

From: Shane Lanning <SLanning@eemep.com>
Sent: Monday, February 27, 2023 4:20 PM
To: Beilfuss, Amanda
Subject: RE: RFQ 23-01, Engineering & Architectural Services

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Amanda,

Engineering Elements acknowledges the addendums issued for RFQ 23-01.

Shane Lanning

From: Beilfuss, Amanda [mailto:abeilfuss@fayetteville-ar.gov]
Sent: Monday, February 27, 2023 4:16 PM
To: Shane Lanning
Cc: Beilfuss, Amanda
Subject: RFQ 23-01, Engineering & Architectural Services

Good afternoon,

We are currently reviewing statements of qualification received for RFQ 23-01, Engineering & Architectural Services. We noticed Engineering Elements did not acknowledge either of the addendum. Can you provide in writing (replying to this email will work) that Engineering Elements acknowledges the addendums that were issued?

Thank you,

Amanda Beilfuss
Sr. Purchasing Agent
Purchasing Division
113 W. Mountain St.
City of Fayetteville, Arkansas 72701

abeilfuss@fayetteville-ar.gov

T 479.575.8220 | F 479.575.8257

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)



*The City of Fayetteville's NEW 2022 Procurement Portal is Now Available!
Receive the latest updates or register by [clicking here](#).*



MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Bid 23-49 Jack Tyler Engineering – Gregg Avenue Sewer Lift Station Pump**

RECOMMENDATION:

Staff recommends awarding Bid 23-49 and authorizing the purchase of a submersible pump for the Gregg Avenue sewer lift station from Jack Tyler Engineering, Inc. in the amount of \$103,352.77 plus applicable taxes and freight charges.

BACKGROUND:

The Gregg Avenue sewer lift station has four (4) pumps total, three of which are primary pumps and one is redundant. Pump No. 2 failed recently, leaving the sewer lift station without a redundant (backup) pump in place.

DISCUSSION:

The City solicited formal bids for this replacement pump per Bid #23-49, and Jack Tyler Engineering was the only bidder that met all the specifications and requirements. Staff recommends awarding Bid 23-49 and authorizing the purchase of a submersible pump for the Gregg Avenue sewer lift station from Jack Tyler Engineering, Inc. in the amount of \$103,352.77 plus applicable taxes and freight charges. This purchase will replace the failed pump no. 2 and will ensure that this critical sewer lift station functions properly in the event of another pump failure. Freight is estimated at \$1,000.00, and taxes are estimated at \$10,174.40 for a total estimated cost of \$114,527.17.

BUDGET/STAFF IMPACT:

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

ATTACHMENTS: SRF (#3), Bid 23-49, Bid Tab - Signed (#4), Bid 23-49, Submittal - Jack Tyler Engineering - E (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1718

Bid 23-49 Jack Tyler Engineering – Gregg Avenue Sewer Lift Station Pump

A RESOLUTION TO AWARD BID #23-49 AND AUTHORIZE THE PURCHASE OF A SUBMERSIBLE PUMP FROM JACK TYLER ENGINEERING, INC. IN THE AMOUNT OF \$103,352.77 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES FOR USE AT THE GREGG AVENUE SEWER LIFT STATION

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #23-49 and authorizes the purchase of a submersible pump from Jack Tyler Engineering, Inc. in the amount of \$103,352.77 plus any applicable taxes and freight charges for use at the Gregg Avenue Sewer Lift Station.egg Avenue Sewer Lift Station

City of Fayetteville Staff Review Form

2024-1718

Item ID

2/20/2024

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

Tim Nyander

2/1/2024

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid 23-49 and authorizing the purchase of a submersible pump for the Gregg Avenue sewer lift station from Jack Tyler Engineering, Inc. in the amount of \$103,352.77 plus applicable taxes and freight charges.

Budget Impact:

5400.730.5800-5801.00

Water & Sewer

Account Number

Fund

02068.1

WWTP Upgrade/Replace Lift Stations

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,042,035.00

Expenses (Actual+Encum)

\$ 16,731.00

Available Budget

\$ 1,025,304.00

Does item have a direct cost? Yes

Item Cost

\$ 114,527.17

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 910,776.83

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Freight is estimated at \$1,000.00, and taxes are estimated at \$10,174.40 for a total estimated cost of \$114,527.17.



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 23-49, Gregg Sewer Lift Station Pump

DEADLINE: Tuesday, January 23, 2024 at 3:00 PM

				Technology International, Inc.	JACK TYLER ENGINEERING INC
				TOTAL	
Line #	Description	QTY	UOM	Unit	Unit
1	Submersible Pump	1	EA	<u>\$66,865.00</u>	\$103,352.77

Rejected: Incomplete

 1/24/24
Kenny Fitch, Purchasing Agent

 1/24/24
Amanda Beilfuss, Sr. Purchasing Agent



Bid 23-49 Addendum 1

JACK TYLER ENGINEERING INC

JACK TYLER ENGINEERING INC

Supplier Response

Event Information

Number: Bid 23-49 Addendum 1
Title: Gregg Sewer Lift Station Pump
Type: Invitation to Bid
Issue Date: 12/24/2023
Deadline: 1/23/2024 03:00 PM (CT)
Notes: The City of Fayetteville is seeking bids from qualified vendors to purchase a submersible pump. This bid is for the purchase of equipment only; installation will be the responsibility of the City. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Purchasing Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Contact Information

Contact: Kenny Fitch Purchasing Agent
Address: Purchasing
Room 306
City Hall
113 West Mountain Street - Room 306
Fayetteville, AR 72701
Email: kfitch@fayetteville-ar.gov

JACK TYLER ENGINEERING INC Information

Address: 6301 S. University
LITTLE ROCK, AR 72209
Phone: (501) 562-2296
Fax: (501) 562-4273
Toll Free: (800) 562-2296
Web Address: jteng.com

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

Mariah Qualls

Signature

mqualls@jteng.com

Email

Submitted at 1/22/2024 04:51:33 PM (CT)

Requested Attachments

Bid 23-49, Bid Form and Signature Pages

Bid Submission.pdf

Please attach your signed, completed form. This can be found in the 'Attachments' tab.

Response Attachments

011624MQA Scope of Supply.pdf

Scope of Supply

Bid Attributes

1 Check Yes or No:

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

☒ Yes

☐ No

2 Check Yes or No:

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

☒ Yes

☐ No

3 Addendum Acknowledgement:

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

☒ I agree

Bid Lines

1	Submersible Pump			
	Quantity: <u> 1 </u>	UOM: <u>EA</u>	Price: \$103,352.77	Total: \$103,352.77

Response Total: \$103,352.77



**CITY OF
FAYETTEVILLE
ARKANSAS**

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 23-49, Gregg Sewer Lift Station Pump

DEADLINE: Thursday, January 18, 2024 before 2:00 PM, Local Time

PURCHASING AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 12/24/2023

INVITATION TO BID

Bid 23-49, Gregg Sewer Lift Station Pump

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform is strongly encouraged.

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

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder 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 Division.

City of Fayetteville
Bid 23-49, Gregg Sewer Lift Station Pump
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 23-49, Gregg Sewer Lift Station Pump
Bid 23-50, Noland Pond Return Pump
Bid 23-51, Noland Aeration RAS Pump

The City of Fayetteville is seeking three (3) separate bids from qualified vendors to purchase a total of three (3) submersible pumps. These bids are for the purchase of equipment only; installation will be the responsibility of the City. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Purchasing Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Thursday, January 18, 2023 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical bid to the City of Fayetteville, Purchasing Division address listed below. All bids are due before the time stated. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.

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

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

Any bidder providing a service shall be registered with the Arkansas Secretary of State. 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
By: Kenny Fitch, Purchasing Agent
P: 479.575.8258 kfitch@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 12/24/2023

This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$185.26

City of Fayetteville, AR
Bid 23-49, Gregg Sewer Lift Station Pump
Page 2 of 18

City of Fayetteville
Bid 23-49, Gregg Sewer Lift Station Pump
Required Bid Form – Bid Signature & Online Submittal Requirements

EXECUTION OF BID:

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- **Bid Attributes**
- **Bid Line Items** – Bidders shall bid on all line items and not submit partial bids
- **Response Attachments**
 - Required Bid Form (this form, completed in its entirety)

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.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

Upon signing this Bid, the bidder certifies that:

1. Bidder 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(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

- ✓ 1.) NO KNOWN RELATIONSHIP EXISTS
- 2.) RELATIONSHIP EXISTS (Please explain): _____

- City of Fayetteville, AR
 Bid 23-49, Gregg Sewer Lift Station Pump
 Page 4 of 18

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

*NAME OF FIRM: Jack Tyler Engineering, Inc.

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Jack Tyler Engineering

*BUSINESS ADDRESS: 6301 South University Ave.

*CITY: Little Rock *STATE: AR *ZIP: 72019

*PHONE: 501-562-2296 FAX: _____

*E-MAIL: mqualls@jteng.com

*BY: (PRINTED NAME) Mariah Qualls

*AUTHORIZED SIGNATURE: Mariah Qualls

*TITLE: Bid Team Coordinator

UNIQUE ENTITY NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: 710833610

Acknowledge Addendums:

Addendum No. 1 Dated: 1/16/24 Acknowledged by: Mariah Qualls

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 23-49, Gregg Sewer Lift Station Pump
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. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.
- d. The City will not be responsible for misdirected bids. Bidder should call the Purchasing Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. 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 Kenny Fitch, 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) 575-8256 to ensure 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. 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.

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. CERTIFICATE OF INSURANCE

The successful bidder shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet; the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workers' Compensation:	Statutory Amount
Comprehensive General & Automotive Liability:	\$250,000 each person \$500,000 aggregate
Property Damage Liability:	\$100,000 aggregate

26. 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 Bidder in responding to this solicitation 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 Bidder for any expense so incurred, regardless of whether or not the submittal 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 Kenny Fitch immediately via telephone (479.575.8258) or e-mail (kfitch@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 Kenny Fitch, City of Fayetteville, Purchasing Agent via e-mail (kfitch@fayetteville-ar.gov) or telephone (479.575.8258). 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.

27. ATTACHMENTS TO BID DOCUMENTS: N/A

ALL BIDDERS SHALL COMPLETE THIS "TECHNICAL SPECIFICATIONS" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATION" FORM IN A
COMPLETED FORMAT CAN RESULT IN BID REJECTION.

BIDDING REQUIREMENTS:

- **NOTICE: THIS SECTION CAN BE COMPLETED ON THE FOLLOWING MANNER:** When given a specification option containing a blank (example a.____), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" 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. Leaving item blank shall indicate bidder does not meet the listed specification and can result in bidder DISQUALIFICATION.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. GENERAL –

- 1.1 This bid is for the purchase of one (1) submersible sewage pump capable of being submersed up to 65 feet above the inlet pipe level.
- 1.2 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.
- 1.3 All specifications written are to minimums, unless otherwise noted.
- 1.4 Submittal data shall be provided to show compliance with these specifications, plans or other specifications that will influence the proper operation of the pump(s). Lack of requested submittal data may be cause for rejection.
- 1.5 Standard submittal data for approval must consist of:
 - a. ☒ Pump Performance Curves
 - b. ☒ Pump Outline Drawing
 - c. ☒ Electrical Motor Data
 - d. ☒ Typical Installation Guides
 - e. ☒ Technical Manuals and Parts List
 - f. ☒ Printed Warranty

2. REFERENCES –

- 2.1 American Society for testing and material (ASTM) International
 - a. ☒ A 48: Standard Specification for Gray Iron Castings.
 - b. ☒ A 743: Standard Specification Iron-Chromium Nickel, Corrosion Resistance
- 2.2 American National Standards Institute (ANSI):
 - a. ☒ B 16.1: Standard for Cast Iron Pipe Flanges and Flanged Fittings, 125lbs
- 2.3 Hydraulic Institute: Current Standards
 - a. ☒ HI 14.6: Hydrodynamic Pumps for Hydraulic Performance Acceptance Tests
 - b. ☒ HI 11.6: Submersible Pump Tests

3. MANUFACTURER/MODEL –

- 3.1 The manufacturer shall provide data on alternate equipment manufacturer's experience. Only Manufacturers with 20 or more years of experience that have furnished at least five (5) similar lift stations shall be considered.
- 3.2 After installation, a pump station start-up shall be performed by the City of Fayetteville's representative(s) under the supervision of the manufacturer's authorized representative(s). Eight (8) hours of field service shall be provided by an authorized, factory trained representative of the pump manufacturer. Services shall include, but not be limited to, inspection of the completed pump station installation to ensure that it has been performed in accordance with the manufacturer's instructions and recommendations, supervision of all field-testing and activation of the pump manufacturer's warranty. The test shall demonstrate to the satisfaction of the City that the equipment meets all specified performance criteria, is properly installed and anchored, and operates smoothly without exceeding the full load amperage rating of the motor.
- 3.3 A performance chart shall be provided upon request showing curves for torque, current, power factor, input/output HP and efficiency. This chart shall also include data on starting and no-load characteristics.
- 3.4 Each pump shall be fitted with 40 feet of stainless-steel lifting chain or lifting cable. The working load of the lifting system shall be 50% greater than the pump unit weight.
- 3.5 The pump shall be equipped with an automatically operating flush valve mounted directly to the pump volute. During the starting the valve shall redirect a portion of the pumped media into the sump to re-suspend solids and grease by the turbulent action of its discharge. The valve shall be equipped with an adjustable, wear-resistant discharge nozzle that can be used to direct flow within the sump. The valve shall operate by differential pressure across the valve and shall not require any electric or pneumatic power source to operate. The valve shall be suitable for use in Class I, Division 1 hazardous locations. The valve shall open at the beginning of each pumping cycle and shall automatically close during the pump operation after a pre-set time. A method of adjusting the valve operating time shall be provided.

4. TECHNICAL SPECIFICATIONS –

4.1 Pump:

- a. ☒ Submersible pump shall be close-coupled and contain a semi open, multi vane, and self-cleaning impeller designed to transport wastewater with fibrous materials (e.g. wet wipes)
- b. ☒ Pump shall be capable of lifting 4,280gpm at a total dynamic head of 58 feet.
- c. ☒ The hydraulic efficiency shall not be less than 77% and approved according to HI 11.6:2012 Grade 2B.
- d. ☒ The pump shall be capable of operating without any limitation between 50% and 125% of the best efficiency point (B.E.P) of the performance curve.
- e. ☒ The pump shall be capable of operating in a continuous condition in a liquid with a temperature up to 104°F, even when the motor is not submerged.
- f. ☒ The pump shall be Explosion approved according to FM CLASS 1. DIV 1 "C" & "D"
- g. ☒ The pump shaft shall rotate on two bearings. Motor bearings shall be permanently grease lubricated and have a nominal L10 lifetime of 50,000 hours. The upper bearing shall be a single deep groove ball bearing. The lower bearing shall be a two-row angular contact bearing to compensate for axial thrust and radial forces. Single row lower bearings are not acceptable.

4.2 Impeller:

- a. ☒ The impeller shall be resistant to wear against sand and grit and made of high chromium cast iron (at least 24% chrome).
- b. ☒ Impellers that have surface hardening (by thermal, coating, etc.) are not acceptable.
- c. ☒ The impeller blades shall be self-cleaning upon each rotation to keep the impeller blades clear of debris.
- d. ☒ The clearance between the insert ring and the impeller leading edges shall be adjustable.
- e. ☒ The impeller shall be mounted on the motor shaft. The use of couplings is not acceptable.

4.3 Motor:

- a. ☒ Pump shall be equipped with an 85HP submersible electric motor capable of operating on a 460-volt, three phase, 60Hz voltage supply.
- b. ☒ The pump motor shall be induction type with a squirrel cage rotor, shell type design, and housed in an air filled, watertight chamber.
- c. ☒ The motor shall have a maximum speed of 1,185rpm.
- d. ☒ The required shaft power in the guaranteed duty point shall be less than 82 HP.
- e. ☒ Motor shall be capable of permanent submersion according to standard IEC 60034 and protection class IP 68.
- f. ☒ The motor shall be provided with an integral motor cooling system. A stainless-steel cooling jacket shall encircle the stator housing, providing for dissipation of motor heat regardless of the type of pump installation. An impeller, integral to the cooling system and driven by the pump shaft, shall provide the necessary circulation of the cooling liquid through the jacket. The cooling liquid shall pass about the stator housing in the closed loop system in turbulent flow providing for superior heat transfer. The cooling system shall have one fill port and one drain port integral to the cooling jacket.
- g. ☒ The motor shall be capable of no less than 30 evenly spaced starts per hour and be able to operate throughout the entire pump performance curve from shut-off through run-out.
- h. ☒ The stator windings shall be insulated with moisture resistant Class H insulation rated for 356°F.
- i. ☒ The junction chamber containing the terminal board shall be hermetically sealed from the motor by an elastomeric compression seal.
- j. ☒ Connection between the cable conductors and stator leads shall be made with threaded compression type binding posts permanently affixed to a terminal board.
- k. ☒ The motor and the pump shall be produced by the same manufacturer.
- l. ☒ The motor shall be protected by one bi-metal thermal switch for thermal control of the stator, one float switch in leakage chamber to monitor leakage, and one float switch in the terminal connection housing to monitor leakage.

4.4 Connection:

- a. ☒ Sealing of the pumping unit to the discharge connection shall be accomplished by a machined metal to metal watertight contact. Sealing of the discharge interface with a diaphragm, O-ring, or profile gasket will not be acceptable.
- b. ☒ It shall be possible to lift and lower the pumps on parallel guide bars and connect them to wet well mounted discharge connection. There shall be no need for personal to enter the wet well when removing or reinstalling the pumps.
- c. ☒ The pump housing shall be prepared for the assembling of a sump mixing valve.
- d. ☒ The outlet flange of the discharge connection shall be 10", drilled according to ANSI

4.5 Sealing:

- a. ☒ The cable entry shall consist of dual cylindrical elastomer sleeves, flanked by washers, all having a close tolerance fit against the cable and the cable entry. Epoxies, silicones, or other secondary sealing systems shall not be considered acceptable.
- b. ☒ Each pump shall be provided with a positively driven dual, tandem mechanical shaft seal system consisting of two seal sets, each having an independent spring. The lower primary seal, located between the pump and seal chamber, shall contain one stationary and one positively driven rotating corrosion and abrasion resistant tungsten-carbide ring. The upper secondary seal, located between the seal chamber and the seal inspection chamber, shall be a leakage-free seal. The upper seal shall contain one stationary and one positively driven rotating corrosion and abrasion resistant tungsten-carbide seal ring. The rotating seal ring shall have small back-swept grooves laser inscribed upon its face to act as a pump as it rotates, returning any fluid that should enter the dry motor chamber back into the lubricant chamber. All seal rings shall be individual solid sintered rings. Each seal interface shall be held in place by its own spring system. The seals shall not depend upon direction of rotation for sealing. Mounting of the lower seal on the impeller hub is not acceptable. Shaft seals without positively driven rotating members or conventional double mechanical seals containing either a common single or double spring acting between the upper and lower seal faces are not acceptable. The seal springs shall be isolated from the pumped media to prevent materials from packing around them, limiting their performance. Any leakage passing the sealing shall not pass the bearings. Before it reaches the bearings, the liquid shall create an alarm via the floating leakage sensor.
- c. ☒ Pump shall be provided with a lubricant chamber for the shaft sealing system. The lubricant chamber shall be designed to prevent overfilling and to provide lubricant expansion capacity. The drain and inspection plug, with positive anti-leak seal shall be easily accessible from the outside. The seal system shall not rely upon the pumped media for lubrication.
- d. ☒ Seal lubricant shall be non-hazardous.
- e. ☒ Where a seal cavity is present in the seal chamber, the area about the exterior of the lower mechanical seal in the cast iron housing shall have cast in an integral concentric spiral groove. This groove shall protect the seals by causing abrasive particulate entering the seal cavity to be forced out away from the seal due to centrifugal action.

4.6 Warranty:

- a. ☒ Warranty shall begin at the time the pump is installed.
- b. ☒ Pump shall be provided with prorated a 60-month (5 year) warranty against defects in materials and or workmanship.
- c. ☒ The warranty shall be the latest revision in printed form and previously published as the manufacturer's standard warranty for all similar manufactured units.
- d. ☒ The manufacturer shall guarantee clog-free operation for a period of 12 months from the pump's start-up date.
- e. ☒ A certificate shall be provided to the City of Fayetteville with the local contact information and effective start-up date.
- f. ☒ Upon warranty occurrence or clog caused by typical debris found in domestic wastewater, the manufacturer's authorized representative shall remove the pump,

repair, reinstall, and provide start up on the repaired pump at no cost to the City of Fayetteville. A detailed analysis, including pictures for verification purposes, summarizing corrective action taken shall be submitted to the City of Fayetteville.

Bid 23-49, Addendum 1



CITY OF
FAYETTEVILLE
ARKANSAS

Date: Tuesday, January 16, 2024

To: All Prospective Vendors

From: Kenny Fitch – 479.575.8258 – kfitch@fayetteville-ar.gov

RE: Bid 23-49, Gregg Sewer Lift Station Pump

This addendum is hereby made a part of the contract documents to the same extent as though it were originally included therein. Interested parties should indicate their receipt of same in the appropriate blank of the Bid.

BIDDERS SHALL ACKNOWLEDGE THIS ADDENDUM ON THE DESIGNATED LOCATION ON THE BID FORM.

- **BID EXTENSION:**
 - The deadline for submission on this bid is extended to Tuesday, January 23, 2024 at 3:00pm.
- **CLARIFICATION:**
 - The vendor shall be responsible for ensuring the pump is adaptable with the existing KSB discharge connection. Existing KSB Pump Model # - KRTK 250-401/606XNG-S.



**JACK TYLER
ENGINEERING
INCORPORATED**

BID:

Bid 23-49, Gregg Sewer Lift Station Pump

ENGINEERED SOLUTIONS FROM PEOPLE WHO CARE

6301 S University Ave., Little Rock, AR 72209

PH: (501) 562.2296

www.jteng.com

Monday, January 22, 2024

To: City of Fayetteville

Subject: 011624MQA Scope of Supply

Bid Date: January 18, 2024

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

Line Item #1 – Submersible Pump

Qty	Description
1	Flygt NX634 85HP, 460V, 3Ph, 50' Cord, FM
1	Adaption to existing KSB Discharge
1	Mini-CAS II / FUS 120/24 VAC,
1	Socket, 11 Pin, Octal Din Moun
40	Chain, 1/2", Type 316 S.S.
2	Shackle, Screw Pin, 1/2"
1	Freight

Item Price: **\$103,352.77**

APPLICABLE TAXES ARE NOT INCLUDED IN QUOTED PRICE

DELIVERY: TBD WEEKS AFTER APPROVED SUBMITTALS

Respectfully Submitted,

Mariah Qualls
Bid Team Coordinator
Jack Tyler Engineering, Inc.

ENGINEERED SOLUTIONS FROM PEOPLE WHO CARE

6301 S University Ave., Little Rock, AR 72209

PH: (501) 562.2296

www.jteng.com



JACK TYLER ENGINEERING, INCORPORATED

6301 S. UNIVERSITY AVENUE, LITTLE ROCK, ARKANSAS 72209
(501) 562-2296 • FAX (501) 562-4273 • ARKANSAS WATS 1-800-562-2296

STATEMENT OF TERMS AND CONDITIONS

TERMS/PAYMENTS: Our terms of payment are net cash 15 days from date of the invoice subject to

Seller's prior credit approval. If the Buyer shall fail to make any payments in accordance with the terms and conditions of sale, the Seller, in addition to its other rights and remedies, but not in limitation thereof, may, at its option, without prior notice, cancel this order as to any undelivered products or defer shipments or deliveries hereunder, or under any other agreement between Buyer and Seller, except upon Seller's receipt of cash before shipment or such security as Seller considers satisfactory. Seller reserves the right to impose an interest charge of 16% on the balance of each invoice not paid on its due date for the period from the due date to the date of receipt of payment by Seller. In the event Buyer's failure to make timely payments to Seller results in Seller incurring additional costs, including but not limited to collection expenses and attorneys' fees, said costs shall be added to the amount due Seller from Buyer. Buyer shall have no right to any discount or retainage and shall not withhold payment as a set-off on Seller's invoice in any amount. Visa, MasterCard, Discover, and American Express credit card purchases are accepted.

SHIPMENT: The date of shipment is subject to our receiving your order with complete information at our office, final approval of any prints or drawings as may be required, credit approval, and the acceptance of your order by the company. Freight Charges are not included in the quoted price.

EXPIRATION: Quotation expires 30 days from the date of proposal and, in the interim, is subject to change without notice.

TAXES: Unless otherwise stated in the proposal, the prices quoted herein are exclusive of all sales, use and similar taxes and, wherever applicable, such taxes will be added to the invoice as separate items.

RETURNS/REFUNDS: Items wished to be returned are subject to prior approval and must be accompanied by a Return Merchandise Authorization (RMA). Items returned without proper approval and/or paperwork will be returned to the customer at their expense. Returns past 30 days of initial receipt will not be accepted.

All returned items are subject to a restocking fee. The customer's credit will be equal to the credit Jack Tyler Engineering, Inc. receives from the vendor, minus original freight and freight back to the vendor. Please note that all items must be returned to JTEI, who will return the item to the vendor. Credit will only be issued once JTEI receives credit from the vendor.

SPECIAL NOTE:

THIS PROPOSAL IS BASED ON CURRENT PRICES. EQUIPMENT IS SUBJECT TO THE SAME PERCENTAGE INCREASE AS MADE BY OUR SUPPLIERS AND THE INVOICE WILL REFLECT PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS SPECIFICALLY EXCEPTED. **WE WILL NOT ACCEPT RETAINAGE ON ANY OF OUR INVOICES!**

******* A \$50.00 minimum order charge will apply *******

WARRANTY:

"The products sold by Jack Tyler Engineering, Inc. hereunder are manufactured by others, and the only warranties that apply to these products are those of the manufacturer of the products which can be passed on by Jack Tyler Engineering, Inc. to its customers. No other warranty of any kind is given in connection with the sale of any of the above products, and JACK TYLER ENGINEERING, INC. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER RESPECTING THESE PRODUCTS. Jack Tyler Engineering, Inc. shall not be liable in connection with the sale of the above products for any incidental or consequential damages of any kind."

An electronic copy of the latest version is available online at www.jteng.com.

NX 3301 MT 3~ 634

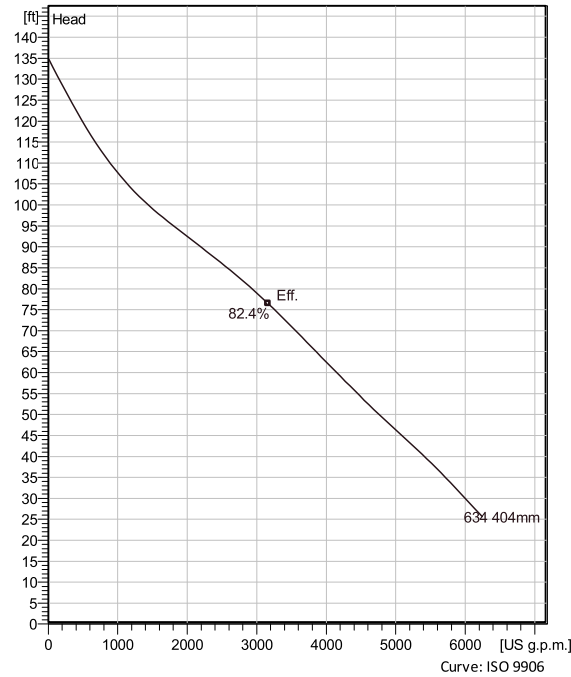
Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Modular based design with high adaptation grade.



Technical specification



Curves according to: Water, pure Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

Configuration

Motor number N3301.095 35-29-6AA-W 85hp	Installation type X - Optional installation, Wet or Dry
Impeller diameter 404 mm	Discharge diameter 10 inch

Pump information

Impeller diameter 404 mm
Discharge diameter 10 inch
Inlet diameter 250 mm
Maximum operating speed 1185 rpm
Number of blades 2
Max. fluid temperature 40 °C

Material

Impeller Hard-Iron™

Project	Xylect-21401388	Created by	Scott Jones
Block		Created on	11/7/2023
		Last update	11/7/2023

NX 3301 MT 3~ 634

Technical specification



Motor - General

Motor number N3301.095 35-29-6AA-W 85hp	Phases 3~	Rated speed 1185 rpm	Rated power 85 hp
ATEX approved FM	Number of poles 6	Rated current 109 A	Stator variant 1
Frequency 60 Hz	Rated voltage 460 V	Insulation class H	Type of Duty S1
Version code 095			

Motor - Technical

Power factor - 1/1 Load 0.80	Motor efficiency - 1/1 Load 91.3 %	Total moment of inertia 30.2 lb ft ²	Starts per hour max. 30
Power factor - 3/4 Load 0.75	Motor efficiency - 3/4 Load 91.7 %	Starting current, direct starting 685 A	
Power factor - 1/2 Load 0.64	Motor efficiency - 1/2 Load 90.9 %	Starting current, star-delta 228 A	

Project Xylect-21401388
Block

Created by Scott Jones
Created on 11/7/2023 **Last update** 11/7/2023

NX 3301 MT 3~ 634

Performance curve

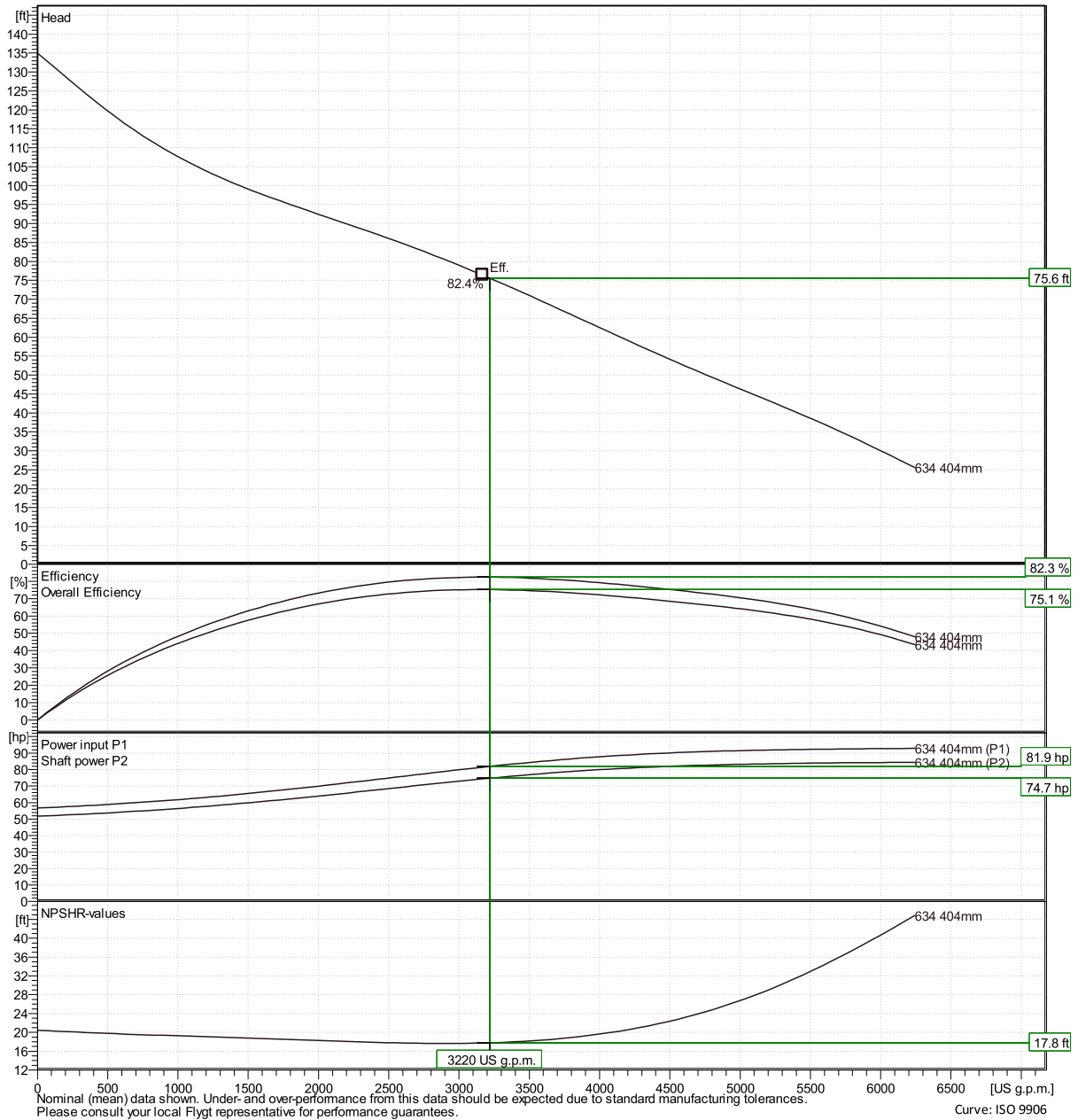


Duty point

Flow
3220 US g.p.m.

Head
75.6 ft

Curves according to: Water, pure Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances.
Please consult your local Flygt representative for performance guarantees.

Curve: ISO 9906

Xylect-21401388

Scott Jones

Created on

11/7/2023

Last update

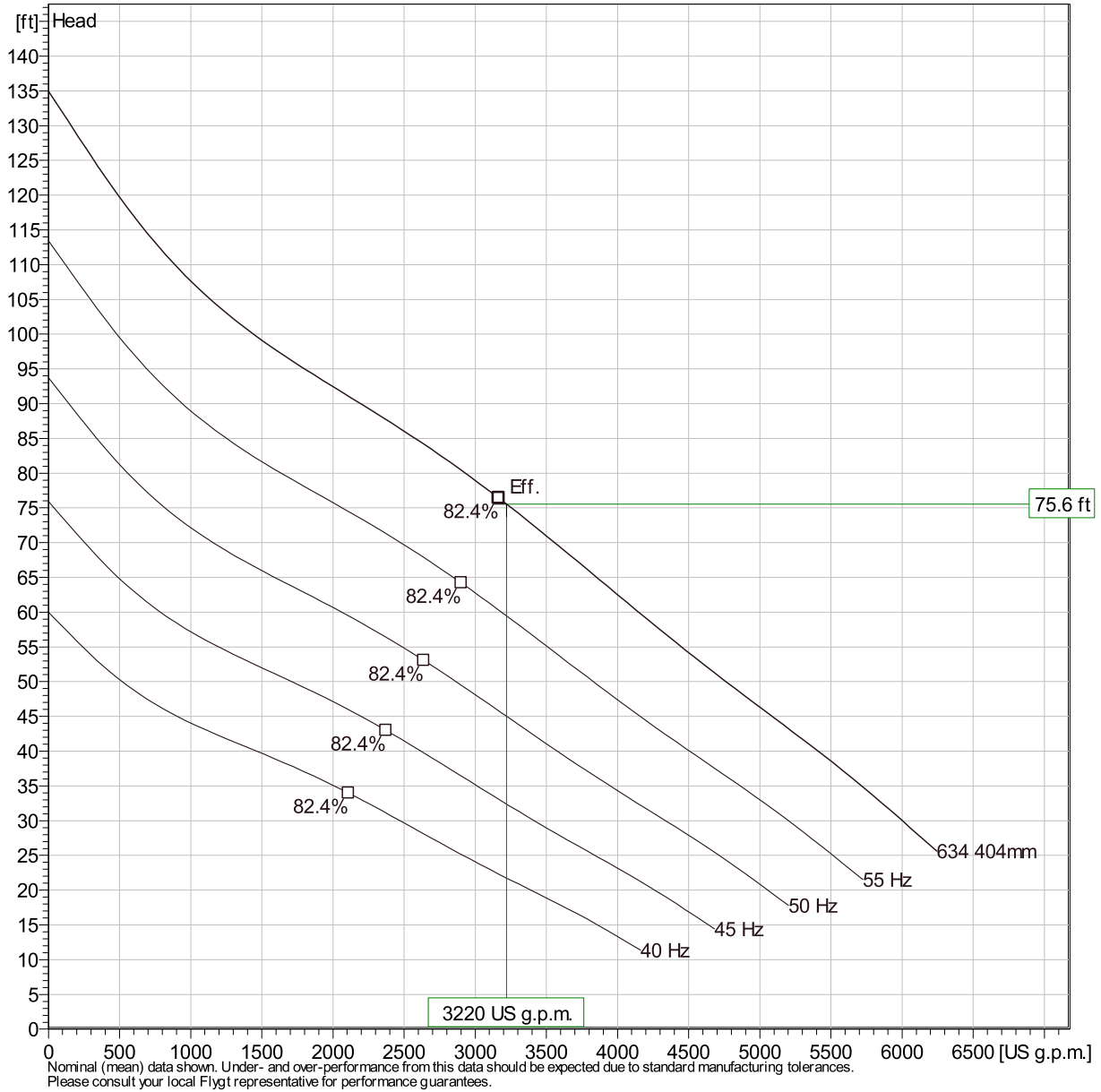
11/7/2023

NX 3301 MT 3~ 634

Duty Analysis



Curves according to: Water, pure [100%] ; 39.2°F; 62.42lb/ft³; 1.6891E-5ft²/s



Operating characteristics

Pumps / Systems	Flow US g.p.m.	Head ft	Shaft power hp	Flow US g.p.m.	Head ft	Shaft power hp	Hydr.eff.	Spec. Energy kWh/US MG	NPSHre ft
1	3220	75.6	74.7	3220	75.6	74.7	82.3 %	316	17.8

Project

Block Xylect-21401388

Created by

Scott Jones

Created on

11/7/2023

Last update

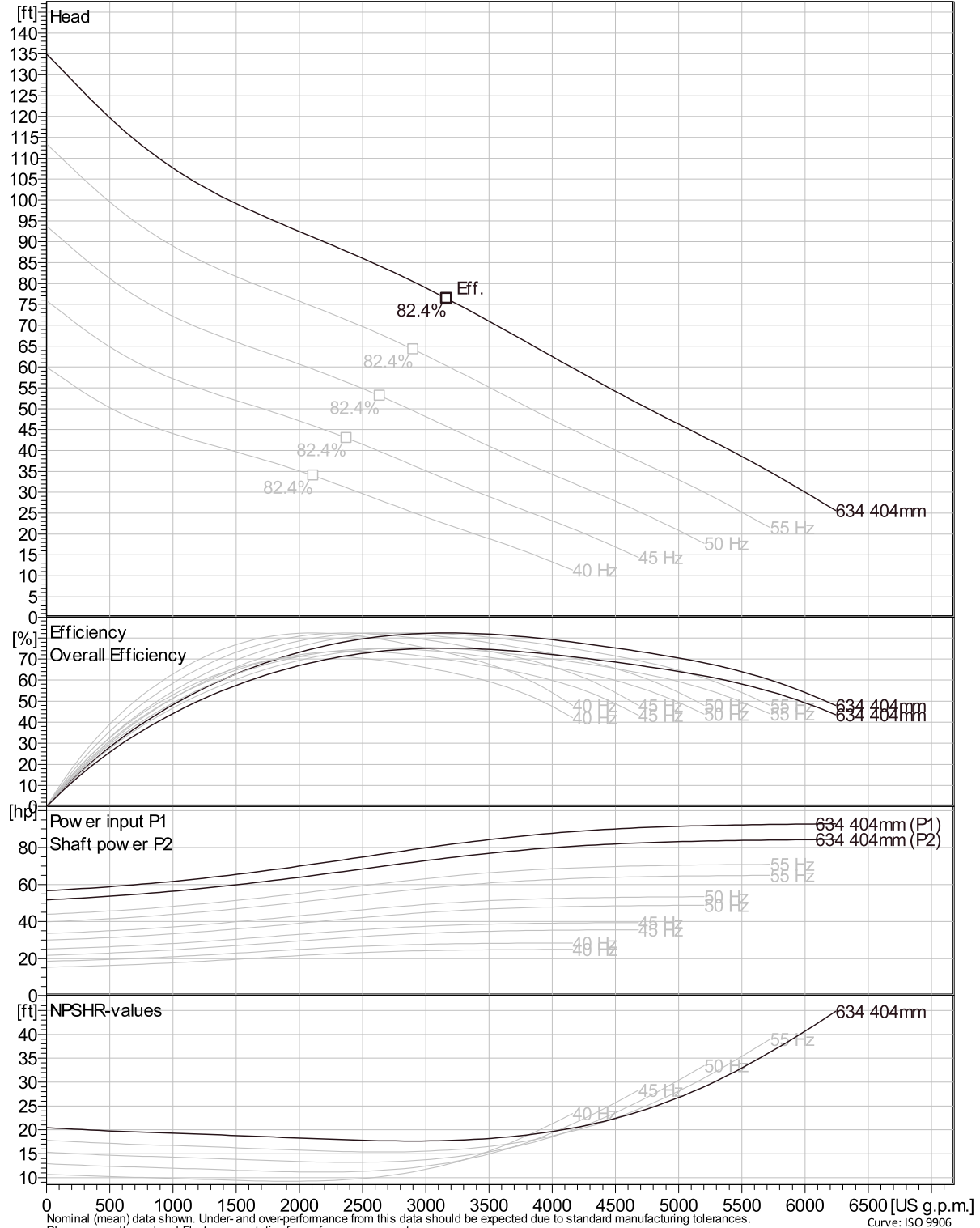
11/7/2023

NX 3301 MT 3~ 634

VFD Curve



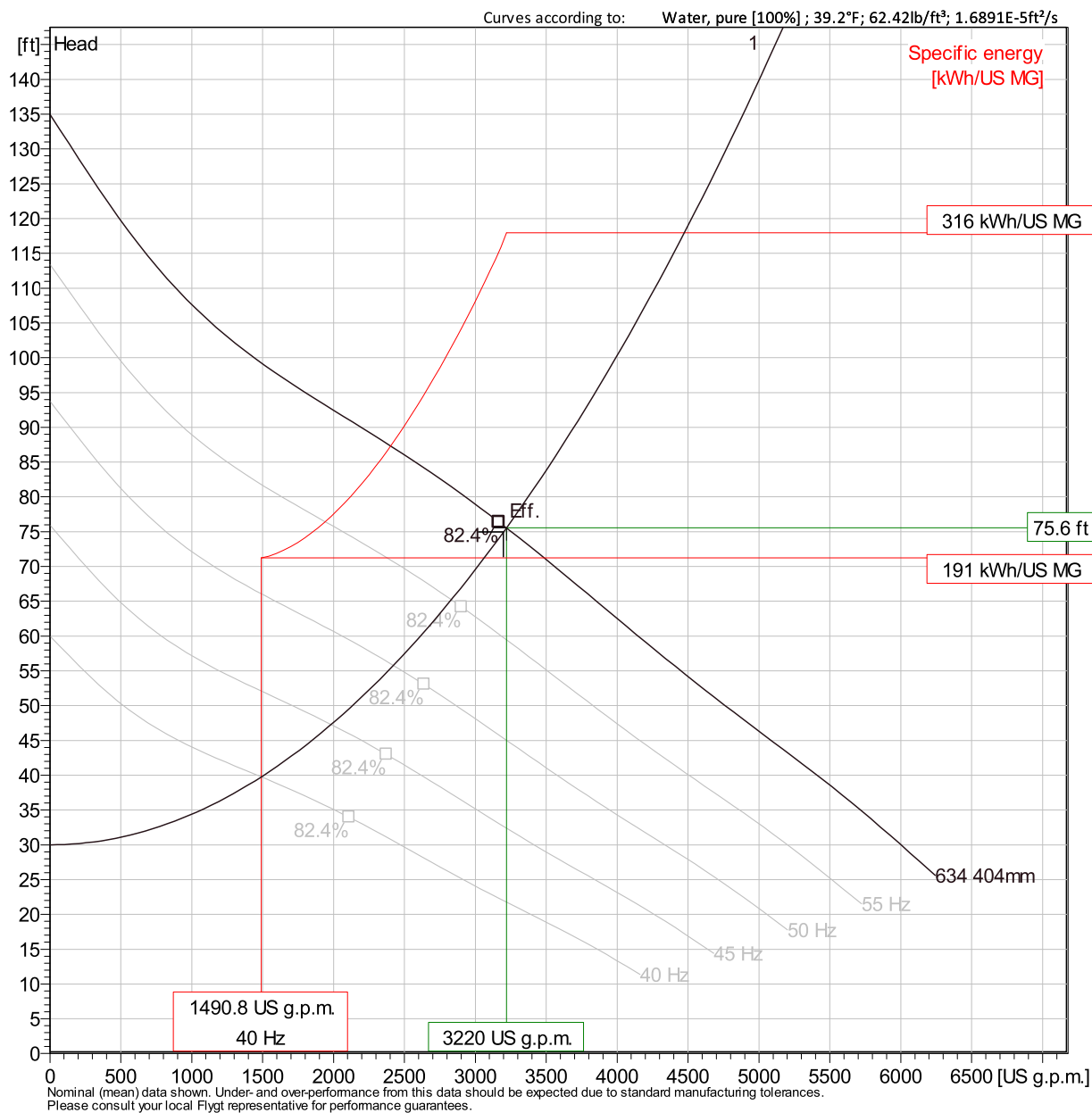
Curves according to: Water, pure, 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Project Xylect-21401388
Block

Created by Scott Jones
Created on 11/7/2023 Last update 11/7/2023

VFD Analysis



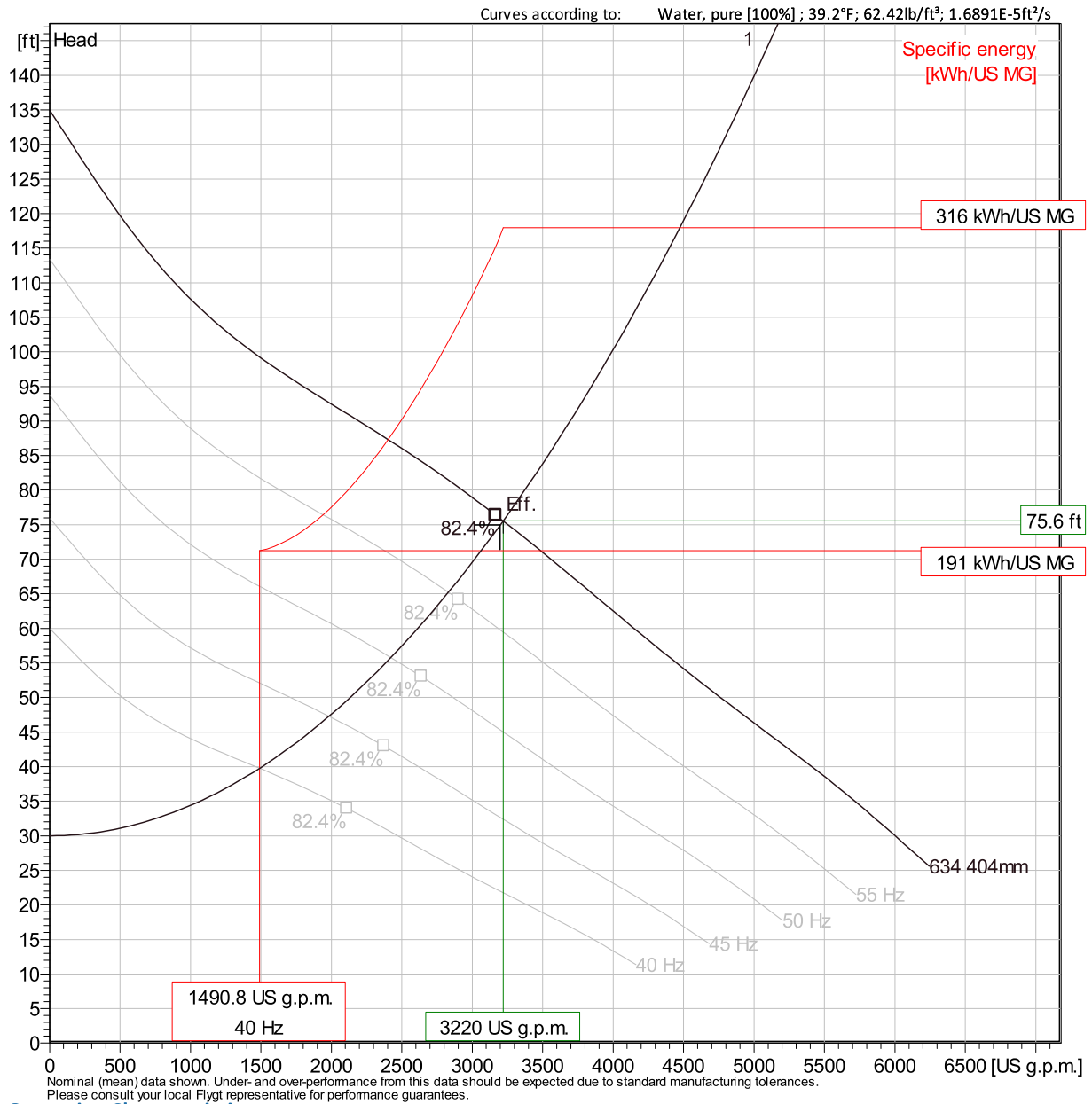
Operating Characteristics

Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr.eff.	Specific energy	NPSHre
		US g.p.m.	ft	hp	US g.p.m.	ft	hp		kWh/US MG	ft
1	60 Hz	3220	75.6	74.7	3220	75.6	74.7	82.3 %	316	17.8
1	55 Hz	2830	65.2	56.7	2830	65.2	56.7	82.3 %	272	15.4
1	50 Hz	2420	55.8	41.7	2420	55.8	41.7	82 %	236	13.2
1	45 Hz	1980	47.3	29.4	1980	47.3	29.4	80.6 %	207	11.2

Project	Xylect-21401388	Created by	Scott Jones		
Block		Created on	11/7/2023	Last update	11/7/2023

NX 3301 MT 3~ 634

VFD Analysis



Operating Characteristics

Pumps / Systems	Frequency	Flow US g.p.m.	Head ft	Shaft power hp	Flow US g.p.m.	Head ft	Shaft power hp	Hydr. eff.	Specific energy kWh/US MG	NPSH _{re} ft
1	40 Hz	1490	39.8	19.6	1490	39.8	19.6	76.6 %	191	9.42

Project Xylect-21401388
Block

Created by Scott Jones
Created on 11/7/2023
Last update 11/7/2023

NX 3301 MT 3~ 634

Dimensional drawing



Project	Xylect-21401388	Created by	Scott Jones	
Block		Created on	11/7/2023	Last update 11/7/2023



MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Bid 23-50 Jack Tyler Engineering – Noland Pond Return Pump**

RECOMMENDATION:

Staff recommends awarding Bid 23-50 and authorizing the purchase of a submersible pump for the effluent pond at the Noland Water Resource Recovery Facility from Jack Tyler Engineering, Inc. in the amount of \$70,807.87 plus applicable taxes and freight charges.

BACKGROUND:

The Noland Water Resource Recovery Facility (WRRF) has three (3) total effluent pond return pumps. The pond return pumps send effluent back to the headworks of the plant to be treated. One of the pumps failed recently and is beyond repair. The cost to repair the pump would be very high due to its age.

DISCUSSION:

The City solicited formal bids for this replacement pump per Bid 23-50, and Jack Tyler Engineering was the only bidder that met all the specifications and requirements. Staff recommends awarding Bid 23-50 and authorizing the purchase of a submersible pump for the Noland effluent pond from Jack Tyler Engineering, Inc. in the amount of \$70,807.87 plus applicable taxes and freight charges. This purchase will replace the failed pump and will restore the pumping capacity for the effluent pond at Noland WRRF. Freight is estimated at \$1,000.00, and taxes are estimated at \$7,001.30 for a total estimated cost of \$78,809.14.

BUDGET/STAFF IMPACT:

Funds are available in the WWTP Plant Pumps and Equipment account within the Water & Sewer fund.

ATTACHMENTS: SRF (#3), Bid 23-50, Bid Tab - Signed (#4), Bid 23-50, Submittal - Jack Tyler Engineering - E (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1719

Bid 23-50 Jack Tyler Engineering – Noland Pond Return Pump

A RESOLUTION TO AWARD BID #23-50 AND AUTHORIZE THE PURCHASE OF A SUBMERSIBLE PUMP FROM JACK TYLER ENGINEERING, INC. IN THE AMOUNT OF \$70,807.87 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES FOR USE IN THE EFFLUENT POND AT THE NOLAND WATER RESOURCE RECOVERY FACILITY

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #23-50 and authorizes the purchase of a submersible pump from Jack Tyler Engineering, Inc. in the amount of \$70,807.87 plus any applicable taxes and freight charges for use at the effluent pond at the Noland Water Resource Recovery Facility.

City of Fayetteville Staff Review Form

2024-1719

Item ID

2/20/2024

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

Tim Nyander

2/1/2024

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid 23-50 and authorizing the purchase of a submersible pump for the effluent pond at the Noland Water Resource Recovery Facility from Jack Tyler Engineering, Inc. in the amount of \$70,807.87 plus applicable taxes and freight charges.

Budget Impact:

5400.730.5800-5801.00

Water & Sewer

Account Number

Fund

02069.1

WWTP Plant Pumps and Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,622,210.00

Expenses (Actual+Encum)

\$ 21,835.86

Available Budget

\$ 1,600,374.14

Does item have a direct cost? Yes

Item Cost

\$ 78,809.14

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,521,565.00

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Freight is estimated at \$1,000.00, and taxes are estimated at \$7,001.30 for a total estimated cost of \$78,809.14.



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 23-50, Noland Pond Return Pump

DEADLINE: Thursday, January 18, 2024 at 2:00 PM

				JACK TYLER ENGINEERING INC	Electric Motor Center of Springdale
				TOTAL	
				\$70,807.87	\$72,413.55
Line #	Description	QTY	UOM	Unit	Unit
1	Submersible Pump	1	EA	\$70,807.87	\$72,413.55

Rejected: Met Less of the Specs

 1/24/24
Kenny Fitch, Purchasing Agent

 1/24/24
Amanda Beilfuss, Sr. Purchasing Agent



CITY OF
FAYETTEVILLE
ARKANSAS

Bid 23-50

JACK TYLER ENGINEERING INC

JACK TYLER ENGINEERING INC

Supplier Response

Event Information

Number: Bid 23-50

Title: Noland Pond Return Pump

Type: Invitation to Bid

Issue Date: 12/24/2023

Deadline: 1/18/2024 02:00 PM (CT)

Notes: The City of Fayetteville is seeking bids from qualified vendors to purchase a submersible pump. This bid is for the purchase of equipment only; installation will be the responsibility of the City. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Purchasing Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Contact Information

Contact: Kenny Fitch Purchasing Agent

Address: Purchasing

Room 306

City Hall

113 West Mountain Street - Room 306

Fayetteville, AR 72701

Email: kfitch@fayetteville-ar.gov

JACK TYLER ENGINEERING INC Information

Address: 6301 S. University
LITTLE ROCK, AR 72209
Phone: (501) 562-2296
Fax: (501) 562-4273
Toll Free: (800) 562-2296
Web Address: jteng.com

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

Mariah Qualls

Signature

mqualls@jteng.com

Email

Submitted at 1/17/2024 04:12:09 PM (CT)

Supplier Note

Technical Specifications section 3.5 (b) we do not meet this spec. Our upper bearing is a single deep groove ball bearing.

Requested Attachments

Bid 23-50, Bid Form and Signature Pages

Submitted bid.pdf

Please attach your signed, completed form. This can be found in the 'Attachments' tab.

Response Attachments

011624MQA Scope of Supply.pdf

Scope of Supply

Bid Attributes

1 Check Yes or No:

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

☒ Yes

☐ No

2 Check Yes or No:

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

☒ Yes

☐ No

3 Addendum Acknowledgement:

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

☒ I agree

Bid Lines**1 Submersible Pump**

Quantity: 1 UOM: EA Price: Total:

Supplier Notes:

Response Total: \$70,807.87



**CITY OF
FAYETTEVILLE
ARKANSAS**

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

TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 23-50, Noland Pond Return Pump

DEADLINE: Thursday, January 18, 2024 before 2:00 PM, Local Time

PURCHASING AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov

DATE OF ISSUE AND ADVERTISEMENT: 12/24/2023

INVITATION TO BID

Bid 23-50, Noland Pond Return Pump

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform is strongly encouraged.

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

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder 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 Division.

City of Fayetteville
Bid 23-50, Noland Pond Return Pump
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 23-49, Gregg Sewer Lift Station Pump
Bid 23-50, Noland Pond Return Pump
Bid 23-51, Noland Aeration RAS Pump

The City of Fayetteville is seeking three (3) separate bids from qualified vendors to purchase a total of three (3) submersible pumps. These bids are for the purchase of equipment only; installation will be the responsibility of the City. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Purchasing Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Thursday, January 18, 2023 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical bid to the City of Fayetteville, Purchasing Division address listed below. All bids are due before the time stated. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.

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

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

Any bidder providing a service shall be registered with the Arkansas Secretary of State. 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
By: Kenny Fitch, Purchasing Agent
P: 479.575.8258 kfitch@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 12/24/2023
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$185.26

City of Fayetteville, AR
Bid 23-50, Noland Pond Return Pump
Page 2 of 18

City of Fayetteville
Bid 23-50, Noland Pond Return Pump
Required Bid Form – Bid Signature & Online Submittal Requirements

EXECUTION OF BID:

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- **Bid Attributes**
- **Bid Line Items** – Bidders shall bid on all line items and not submit partial bids
- **Response Attachments**
 - Required Bid Form (this form, completed in its entirety)

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.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

Upon signing this Bid, the bidder certifies that:

1. Bidder 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(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

- ✓ 1.) NO KNOWN RELATIONSHIP EXISTS
- 2.) RELATIONSHIP EXISTS (Please explain): _____
- _____

- City of Fayetteville, AR
 Bid 23-50, Noland Pond Return Pump
 Page 4 of 18

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

*NAME OF FIRM: Jack Tyler Engineering, Inc.

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Jack Tyler Engineering

*BUSINESS ADDRESS: 6301 South University Avenue

*CITY: Little Rock *STATE: AR *ZIP: 72209

*PHONE: 501-562-2296 FAX: _____

*E-MAIL: mqualls@jteng.com

*BY: (PRINTED NAME) Mariah Qualls

*AUTHORIZED SIGNATURE: Mariah Qualls

*TITLE: Bid Team Coordinator

UNIQUE ENTITY NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: 710833610

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 23-50, Noland Pond Return Pump
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. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.
- d. The City will not be responsible for misdirected bids. Bidder should call the Purchasing Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. 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 Kenny Fitch, 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) 575-8256 to ensure 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. 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.

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. CERTIFICATE OF INSURANCE

The successful bidder shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet; the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workers' Compensation:	Statutory Amount
Comprehensive General & Automotive Liability:	\$250,000 each person \$500,000 aggregate
Property Damage Liability:	\$100,000 aggregate

26. 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 Bidder in responding to this solicitation 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 Bidder for any expense so incurred, regardless of whether or not the submittal 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 Kenny Fitch immediately via telephone (479.575.8258) or e-mail (kfitch@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 Kenny Fitch, City of Fayetteville, Purchasing Agent via e-mail (kfitch@fayetteville-ar.gov) or telephone (479.575.8258). 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.

27. ATTACHMENTS TO BID DOCUMENTS: N/A

**ALL BIDDERS SHALL COMPLETE THIS "TECHNICAL SPECIFICATIONS" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATION" FORM IN A
COMPLETED FORMAT CAN RESULT IN BID REJECTION.**

BIDDING REQUIREMENTS:

- **NOTICE: THIS SECTION CAN BE COMPLETED ON THE FOLLOWING MANNER:** When given a specification option containing a blank (example a. ____), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" 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. Leaving item blank shall indicate bidder does not meet the listed specification and can result in bidder DISQUALIFICATION.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. GENERAL –

- 1.1 This bid is for the purchase of one (1) submersible, non-clog wastewater pump.
- 1.2 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.
- 1.3 All specifications written are to minimums, unless otherwise noted.

2. MANUFACTURER/MODEL –

- 2.1 The pump shall be supplied with a discharge mating flange providing a metal-to-metal face seal fit on a FLYGT 12" discharge connection.
- 2.2 Shut off head shall be a minimum of 50 feet.
- 2.3 Each pump shall be fitted with 40 feet of stainless-steel lifting chain. The working load of the lifting system shall be 50% greater than the pump unit weight.
- 2.4 The power cable shall be sized according to NEC and ICEA standards and meet with P-MSHA Approval.
- 2.5 The pump shall be automatically and firmly connected to the discharge connection, guided by no less than two guide bars extending from the top of the station to the discharge connection.
- 2.6 There shall be no need for personnel to enter the wet-well.
- 2.7 Sealing of the pumping unit to the discharge connection shall be accomplished by a machined metal to metal watertight contact. Rectangular cross sectioned gaskets requiring specific torque limits to achieve compression shall not be considered as adequate or equal. No secondary sealing compounds, elliptical O-rings, grease or other devices shall be used.
- 2.8 No portion of the pump shall bear directly on the sump floor.
- 2.9 The pump shall be Explosion approved according to FM CLASS 1. DIV 1 "C" & "D".

3. TECHNICAL SPECIFICATIONS –

3.1 Pump:

- a. ☒ Pump shall be capable of delivering at least 3,690 GPM at 26 Total Dynamic Head.
- b. ☒ Major pump components shall be of grey cast iron, ASTM A-48, Class 35B, with smooth surfaces devoid of blow holes or other irregularities.

- c. ☒ The lifting handle shall be made of stainless steel.
- d. ☒ All exposed nuts or bolts shall be made of stainless steel.
- e. ☒ All metal surfaces coming into contact with the pumpage, other than stainless steel or brass, shall be protected by a factory applied spray coating of acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump.
- f. ☒ The pump and motor shaft shall be a single piece unit. The pump shaft is an extension of the motor shaft. Shafts using mechanical couplings shall not be acceptable.
- g. ☒ The shaft shall be stainless steel – ASTM A479 S43100-T. Shaft sleeves will not be acceptable.

3.2 Motor:

- a. ☒ Pump shall be equipped with a 35 HP submersible electric motor, connected for operation on 460 volts, 3 phase, 60 hertz, single wire service, with 50 feet of submersible cable (SUBCAB) suitable for submersible pump applications.
- b. ☒ The pump motor shall be a NEMA B design, induction type with a squirrel cage rotor, shell type design, housed in an air filled, watertight chamber.
- c. ☒ The motor shall be designed for continuous duty while handling pumped media of up to 104°F (40°C) and shall have a NEMA Class B maximum operating temperature rise of 176°F (80°C).
- d. ☒ The stator windings shall be insulated with moisture resistant Class H insulation rated for 356°F (180°C).
- e. ☒ The stator shall be insulated by the trickle impregnation method using Class H monomer-free polyester resin resulting in a winding fill factor of at least 95%.
- f. ☒ The motor shall be inverter duty rated in accordance with NEMA MG1, Part 31.
- g. ☒ The stator shall be heat-shrink fitted into the cast iron stator housing. The use of multiple step dip and bake-type stator insulation process is not acceptable. The use of pins, bolts, screws or other fastening devices used to locate or hold the stator and that penetrate the stator housing are not acceptable.
- h. ☒ The motor shall be capable of no less than 30 evenly spaced starts per hour.
- i. ☒ The rotor bars and short circuit rings shall be made of aluminum.
- j. ☒ Three thermal switches shall be embedded in the stator end coils, one per phase winding, to monitor the stator temperature. These thermal switches shall be used in conjunction with and supplemental to external motor overload protection and shall be connected to the motor control panel.
- k. ☒ The junction chamber shall be sealed off from the stator housing and shall contain a terminal board for connection of power and pilot sensor cables using threaded compression type terminals. The use of wire nuts or crimp-type connectors is not acceptable.
- l. ☒ The motor and the pump shall be produced by the same manufacturer.
- m. ☒ The motor service factor (combined effect of voltage, frequency and specific gravity) shall be 1.15. The motor shall have a voltage tolerance of +/- 10%.
- n. ☒ A motor performance chart shall be provided upon request exhibiting curves for motor torque, current, power factor, input/output kW and efficiency. The chart shall also include data on motor starting and no-load characteristics.
- o. ☒ Motor horsepower shall be sufficient so that the pump is non-overloading throughout its entire performance curve, from shut-off to run-out.
- p. ☒ The motor and cable shall be capable of continuous submergence underwater without

loss of watertight integrity to a depth of 65 feet or greater.

3.3 Cooling System:

- a. ☒ Pump shall be provided with an integral motor cooling system. Fans, blowers or auxiliary cooling systems that are mounted external to the pump motor are not acceptable.
- b. ☒ A stainless-steel motor cooling jacket shall encircle the stator housing, providing for dissipation of motor heat regardless of the type of pump installation.
- c. ☒ An impeller, integral to the cooling system and driven by the pump shaft, shall provide the necessary circulation of the cooling liquid through the jacket. The cooling liquid shall pass about the stator housing in the closed loop system in turbulent flow providing for superior heat transfer.
- d. ☒ The cooling system shall have one fill port and one drain port integral to the cooling jacket.
- e. ☒ The cooling system shall provide for continuous pump operation in liquid or ambient temperatures of up to 104°F (40°C.). Operational restrictions at temperatures below 104°F are not acceptable.

3.4 Cable Entry Seal:

- a. ☒ The cable entry seal design shall preclude specific torque requirements to insure a watertight and submersible seal. Epoxies, silicones, or other secondary sealing systems shall not be considered equal.
- b. ☒ The cable entry shall consist of dual cylindrical elastomer grommets, flanked by washers, all having a close tolerance fit against the cable outside diameter and the entry inside diameter.
- c. ☒ The grommets shall be compressed by the cable entry unit, thus providing a strain relief function.
- d. ☒ The assembly shall provide ease of changing the cable when necessary using the same entry seal.
- e. ☒ The cable entry junction chamber and motor shall be sealed from each other, which shall isolate the stator housing from foreign material gaining access through the pump top.

3.5 Bearings:

- a. ☒ The integral pump/motor shaft shall rotate on two bearings.
- b. ☒ ~~NO~~ The upper motor bearing shall be a two-row angular contact ball bearing.
- c. ☒ The lower bearing shall be a two-row angular contact ball bearing to handle the thrust and radial forces.
- d. ☒ The motor bearings shall be sealed and permanently grease lubricated with high temperature grease.
- e. ☒ The minimum L10 bearing life shall be 50,000 hours at any usable portion of the pump curve.

3.6 Mechanical Seals:

- a. ☒ Pump shall be provided with a positively driven dual, tandem mechanical shaft seal system consisting of two seal sets, each having an independent spring.
- b. ☒ The lower primary seal, located between the pump and seal chamber, shall contain one stationary and one positively driven rotating corrosion and abrasion resistant tungsten-carbide ring.
- c. ☒ The upper secondary seal, located between the seal chamber and the seal inspection chamber shall be a leakage-free seal.
- d. ☒ The upper seal shall contain one stationary and one positively driven rotating corrosion

- e. ☒ and abrasion resistant tungsten-carbide seal ring.
- f. ☒ The rotating seal ring shall have small back-swept grooves laser inscribed upon its face to act as a pump as it rotates, returning any fluid that should enter the dry motor chamber back into the lubricant chamber.
- g. ☒ All seal rings shall be individual solid sintered rings.
- h. ☒ Each seal interface shall be held in place by its own spring system. The seals shall not depend upon direction of rotation for sealing. Mounting of the lower seal on the impeller hub is not acceptable.
- i. ☒ Shaft seals without positively driven rotating members or conventional double mechanical seals containing either a common single or double spring acting between the upper and lower seal faces are not acceptable.
- j. ☒ The seal springs shall be isolated from the pumped media to prevent materials from packing around them, limiting their performance.
- k. ☒ Each pump shall be provided with a lubricant chamber for the shaft sealing system.
- l. ☒ The lubricant chamber shall be designed to prevent overfilling and shall provide capacity for lubricant expansion.
- m. ☒ The seal lubricant chamber shall have one drain and one inspection plug that are accessible from the exterior of the motor unit. The seal system shall not rely upon the pumped media for lubrication.
- n. ☒ The area about the exterior of the lower mechanical seal in the cast iron housing shall have cast in an integral concentric spiral groove. This groove shall protect the seals by causing abrasive particulate entering the seal cavity to be forced out away from the seal due to centrifugal action.
- o. ☒ A separate seal leakage chamber shall be provided so that any leakage that may occur past the upper, secondary mechanical seal will be captured prior to entry into the motor stator housing. Such seal leakage shall not contaminate the motor lower bearing.
- p. ☒ The leakage chamber shall be equipped with a float type switch that will signal if the chamber should reach 50% capacity.
- q. ☒ Seal lubricant shall be non-hazardous.

3.7 Impeller:

- a. ☒ The impeller shall be of Hard-Iron™ (ASTM A-532 (Alloy III A) 25% chrome cast iron), dynamically balanced, semi-open, multi-vane, back swept, screw-shaped, non-clog design.
- b. ☒ The impeller leading edges shall be mechanically self-cleaned automatically upon each rotation as they pass across a spiral groove located on the volute suction.
- c. ☒ The leading edges of the impeller shall be hardened to Rc 60 and shall be capable of handling solids, fibrous materials, heavy sludge and other matter normally found in wastewater.
- d. ☒ The screw shape of the impeller inlet shall provide an inducing effect for the handling of up to 5% sludge and rag-laden wastewater.
- e. ☒ The impeller to volute clearance shall be readily adjustable by the means of a single trim screw.
- f. ☒ The impeller shall be locked to the shaft, held by an impeller bolt and shall be coated with alkyd resin primer.

3.8 Suction Cover

- a. ☒ The pump volute shall be a single piece grey cast iron, ASTM A-48, Class 35B, non-

concentric design with smooth passages of sufficient size to pass any solids that may enter the impeller. Minimum inlet and discharge size shall be 300mm.

- b. ☒ The volute shall have a replaceable suction cover insert ring in which are cast spiral-shaped, sharp-edged groove(s). The spiral groove(s) shall provide trash release pathways and sharp edge(s) across which each impeller vane leading edge shall cross during rotation so to remain unobstructed.
- c. ☒ The insert ring shall be cast of Hard-Iron™ (ASTM A-532 (Alloy III A) 25% chrome cast iron) and provide effective sealing between the multi-vane semi-open impeller and the volute housing.

3.9 Protection

- a. ☒ Each pump motor stator shall incorporate three thermal switches, one per stator phase winding and be connected in series, to monitor the temperature of the motor. Should the thermal switches open, the motor shall stop and activate an alarm.
- b. ☒ A float switch shall be installed in the seal leakage chamber and will activate if leakage into the chamber reaches 50% chamber capacity, signaling the need to schedule an inspection.
- c. ☒ The thermal switches and float switch shall be connected to a Mini CAS control and status monitoring unit.
- d. ☒ The Mini CAS unit shall be designed to be mounted in the pump control panel.

3.10 Warranty

- a. ☒ The pumps shall be provided with prorated 60 months (5 years) warranty against defects in materials and or workmanship.
- b. ☒ Unless otherwise specified, all other equipment shall be warrantied for 12 months (1 year).
- c. ☒ The warranty shall be in printed form and previously published as the manufacturer's standard warranty for all similar units manufactured, latest revision.
- d. ☒ Upon warranty occurrence, the manufacturer's authorized service center shall remove the pump, repair, reinstall and provide start up on the repaired pump.
- e. ☒ A detailed failure analysis shall be submitted to the Owner for their records summarizing corrective action taken.
- f. ☒ The pumps shall be provided with prorated 60 months (5 years) warranty against defects in materials and or workmanship.
- g. ☒ Unless otherwise specified, all other equipment shall be warrantied for 12 months (1 year).
- h. ☒ The warranty shall be in printed form and previously published as the manufacturer's standard warranty for all similar units manufactured, latest revision.
- i. ☒ Upon warranty occurrence, the manufacturer's authorized service center shall remove the pump, repair, reinstall and provide start up on the repaired pump.
- j. ☒ A detailed failure analysis shall be submitted to the Owner for their records summarizing corrective action taken.



**JACK TYLER
ENGINEERING
INCORPORATED**

BID:

Bid 23-50, Noland Pond Return Pump

ENGINEERED SOLUTIONS FROM PEOPLE WHO CARE

6301 S University Ave., Little Rock, AR 72209

PH: (501) 562.2296

www.jteng.com

Wednesday, January 17, 2024

To: City of Fayetteville

Subject: 011624MQA Scope of Supply

Bid Date: January 18, 2024

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

Line Item #1 – Submersible Pump

Qty	Description
1	Flygt NP3202, 35HP, 460V, 3Ph, 50' cord, FM
1	Discharge Connection 12x12"
1	Mini-CAS II / FUS 120/24 VAC,
1	Socket, 11 Pin, Octal Din Moun
40	Chain 3/8", Type 316 S.S.
2	Shackle, Screw Pin, 1/2"
1	Freight

Item Price: **\$70,807.87**

APPLICABLE TAXES ARE NOT INCLUDED IN QUOTED PRICE

DELIVERY: 14-16 WEEKS AFTER APPROVED SUBMITTALS

Respectfully Submitted,

Mariah Qualls
Bid Team Coordinator
Jack Tyler Engineering, Inc.

ENGINEERED SOLUTIONS FROM PEOPLE WHO CARE

6301 S University Ave., Little Rock, AR 72209

PH: (501) 562.2296

www.jteng.com



JACK TYLER ENGINEERING, INCORPORATED

6301 S. UNIVERSITY AVENUE, LITTLE ROCK, ARKANSAS 72209
(501) 562-2296 • FAX (501) 562-4273 • ARKANSAS WATS 1-800-562-2296

STATEMENT OF TERMS AND CONDITIONS

TERMS/PAYMENTS: Our terms of payment are net cash 15 days from date of the invoice subject to

Seller's prior credit approval. If the Buyer shall fail to make any payments in accordance with the terms and conditions of sale, the Seller, in addition to its other rights and remedies, but not in limitation thereof, may, at its option, without prior notice, cancel this order as to any undelivered products or defer shipments or deliveries hereunder, or under any other agreement between Buyer and Seller, except upon Seller's receipt of cash before shipment or such security as Seller considers satisfactory. Seller reserves the right to impose an interest charge of 16% on the balance of each invoice not paid on its due date for the period from the due date to the date of receipt of payment by Seller. In the event Buyer's failure to make timely payments to Seller results in Seller incurring additional costs, including but not limited to collection expenses and attorneys' fees, said costs shall be added to the amount due Seller from Buyer. Buyer shall have no right to any discount or retainage and shall not withhold payment as a set-off on Seller's invoice in any amount. Visa, MasterCard, Discover, and American Express credit card purchases are accepted.

SHIPMENT: The date of shipment is subject to our receiving your order with complete information at our office, final approval of any prints or drawings as may be required, credit approval, and the acceptance of your order by the company. Freight Charges are not included in the quoted price.

EXPIRATION: Quotation expires 30 days from the date of proposal and, in the interim, is subject to change without notice.

TAXES: Unless otherwise stated in the proposal, the prices quoted herein are exclusive of all sales, use and similar taxes and, wherever applicable, such taxes will be added to the invoice as separate items.

RETURNS/REFUNDS: Items wished to be returned are subject to prior approval and must be accompanied by a Return Merchandise Authorization (RMA). Items returned without proper approval and/or paperwork will be returned to the customer at their expense. Returns past 30 days of initial receipt will not be accepted.

All returned items are subject to a restocking fee. The customer's credit will be equal to the credit Jack Tyler Engineering, Inc. receives from the vendor, minus original freight and freight back to the vendor. Please note that all items must be returned to JTEI, who will return the item to the vendor. Credit will only be issued once JTEI receives credit from the vendor.

SPECIAL NOTE:

THIS PROPOSAL IS BASED ON CURRENT PRICES. EQUIPMENT IS SUBJECT TO THE SAME PERCENTAGE INCREASE AS MADE BY OUR SUPPLIERS AND THE INVOICE WILL REFLECT PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS SPECIFICALLY EXCEPTED. **WE WILL NOT ACCEPT RETAINAGE ON ANY OF OUR INVOICES!**

******* A \$50.00 minimum order charge will apply *******

WARRANTY:

"The products sold by Jack Tyler Engineering, Inc. hereunder are manufactured by others, and the only warranties that apply to these products are those of the manufacturer of the products which can be passed on by Jack Tyler Engineering, Inc. to its customers. No other warranty of any kind is given in connection with the sale of any of the above products, and JACK TYLER ENGINEERING, INC. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER RESPECTING THESE PRODUCTS. Jack Tyler Engineering, Inc. shall not be liable in connection with the sale of the above products for any incidental or consequential damages of any kind."

An electronic copy of the latest version is available online at www.jteng.com.

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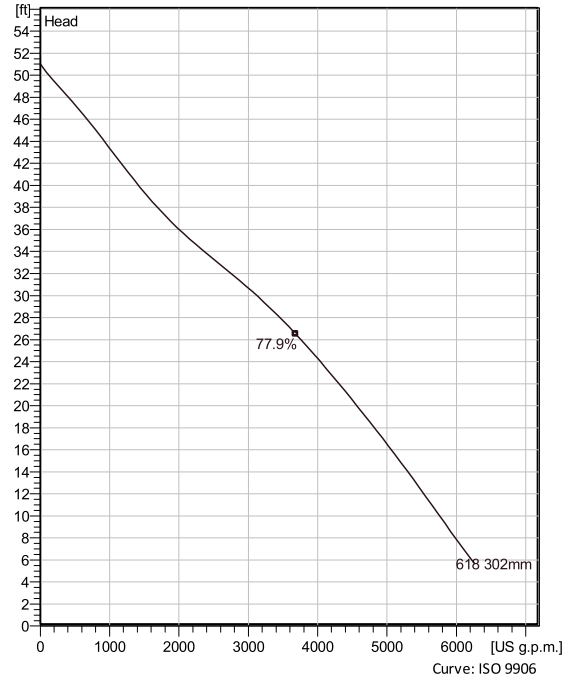
Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Modular based design with high adaptation grade.



Technical specification



Curves according to: Water, pure Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

Configuration

Motor number	Installation type
N3202.185 30-18-6AA-W	P - Semi permanent, Wet
35hp	
Impeller diameter	Discharge diameter
302 mm	12 inch

Pump information

Impeller diameter
302 mm
Discharge diameter
12 inch
Inlet diameter
300 mm
Maximum operating speed
1170 rpm
Number of blades
2
Max. fluid temperature
40 °C

Material

Impeller
Hard-Iron™

Project	Fayetteville - Pond Return Pump	Created by	Scott Jones
Block	0	Created on	11/10/2023
		Last update	11/10/2023

NP 3202 LT 3~ 618

Technical specification



Motor - General

Motor number N3202.185 30-18-6AA-W 35hp	Phases 3~	Rated speed 1170 rpm	Rated power 35 hp
ATEX approved No	Number of poles 6	Rated current 43 A	Stator variant 1
Frequency 60 Hz	Rated voltage 460 V	Insulation class H	Type of Duty S1
Version code 185			

Motor - Technical

Power factor - 1/1 Load 0.86	Motor efficiency - 1/1 Load 89.0 %	Total moment of inertia 10.8 lb ft ²	Starts per hour max. 30
Power factor - 3/4 Load 0.83	Motor efficiency - 3/4 Load 89.5 %	Starting current, direct starting 246 A	
Power factor - 1/2 Load 0.75	Motor efficiency - 1/2 Load 89.0 %	Starting current, star-delta 82 A	

Project	Fayetteville - Pond Return Pump
Block	0

Created by	Scott Jones
Created on	11/10/2023
Last update	11/10/2023

NP 3202 LT 3~ 618

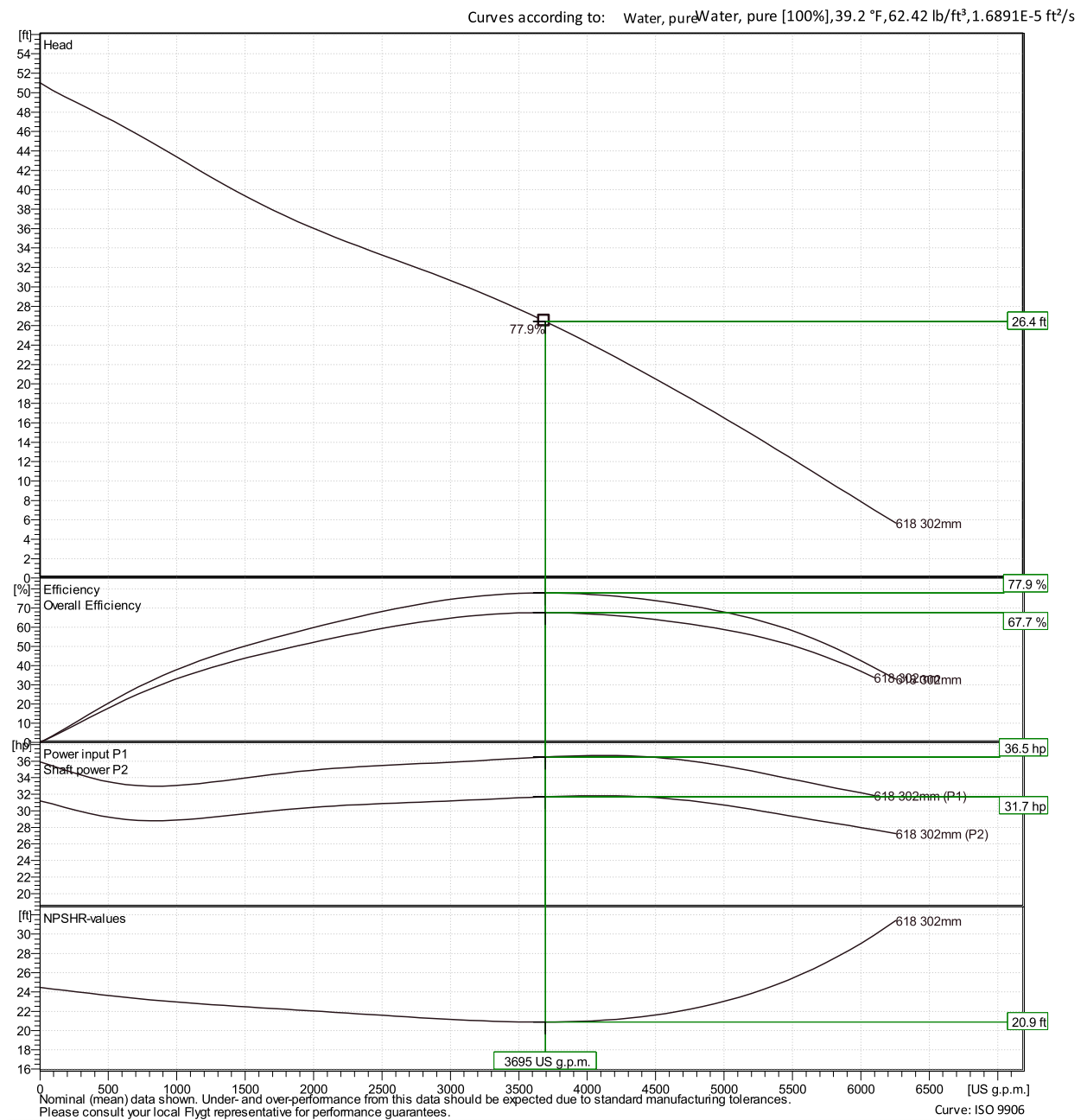
Performance curve



Duty point

Flow
3690 US g.p.m.

Head
26.4 ft



Fayetteville - Pond Return Pump

Scott Jones

0

Created on

11/10/2023 Last update

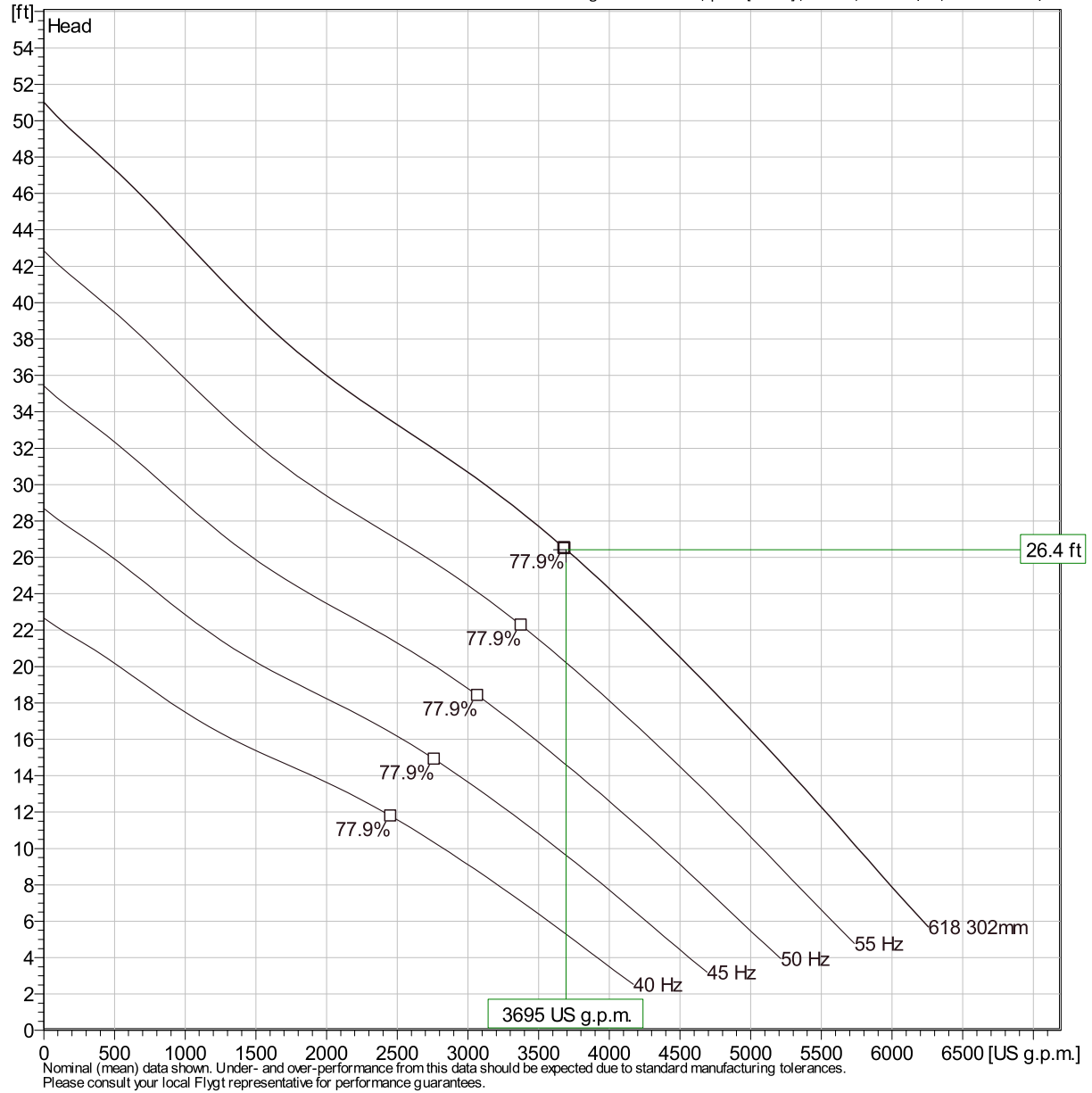
11/10/2023

NP 3202 LT 3~ 618

Duty Analysis



Curves according to: Water, pure [100%] ; 39.2°F; 62.42lb/ft³; 1.6891E-5ft²/s



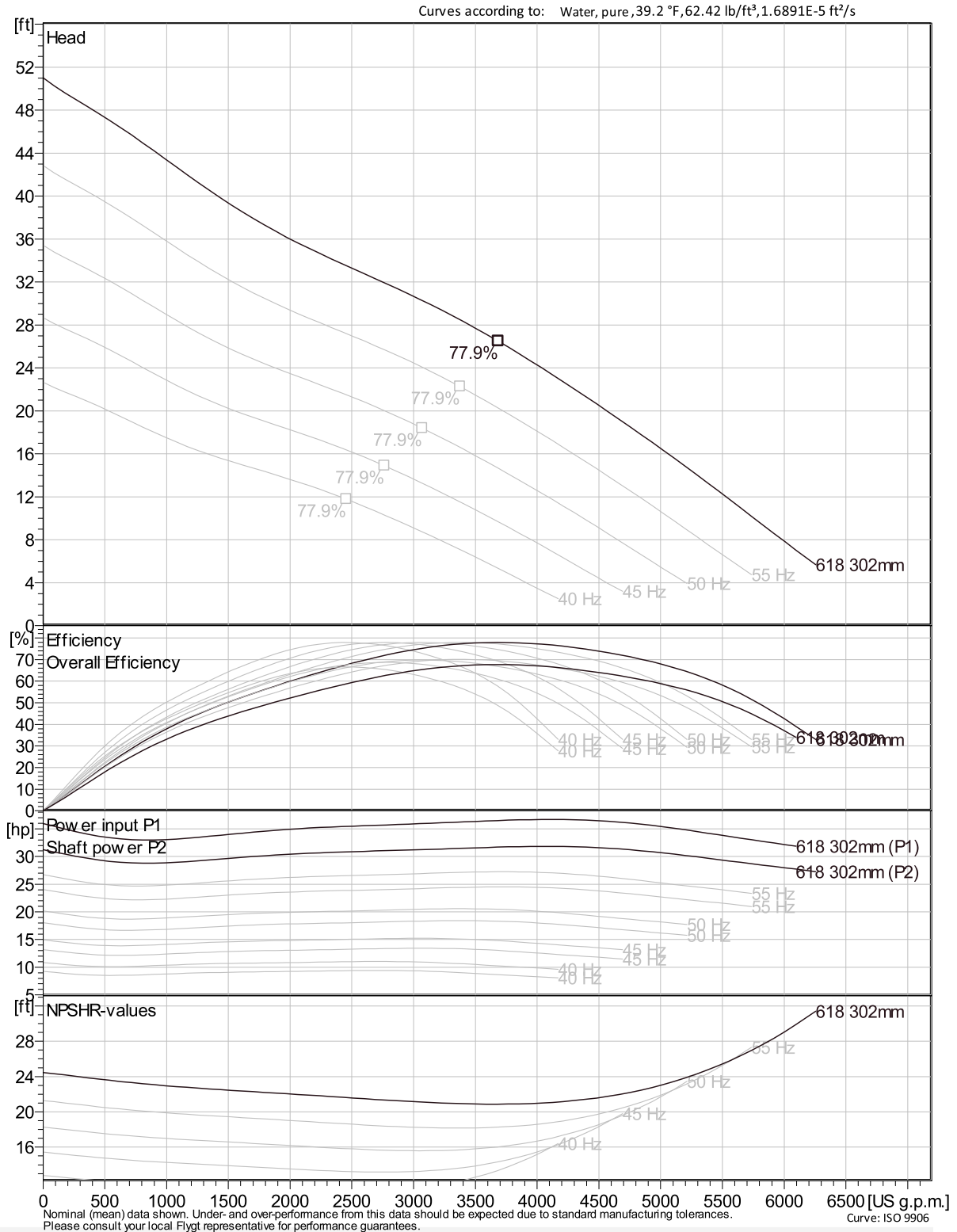
Operating characteristics

Pumps / Systems	Flow US g.p.m.	Head ft	Shaft power hp	Flow US g.p.m.	Head ft	Shaft power hp	Hydr.eff.	Spec. Energy kWh/US MG	NPSHre ft
1	3690	26.4	31.7	3690	26.4	31.7	77.9 %	123	20.9

Project	Fayetteville - Pond Return Pump	Created by	Scott Jones	Created on	11/10/2023	Last update	11/10/2023
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NP 3202 LT 3~ 618

VFD Curve

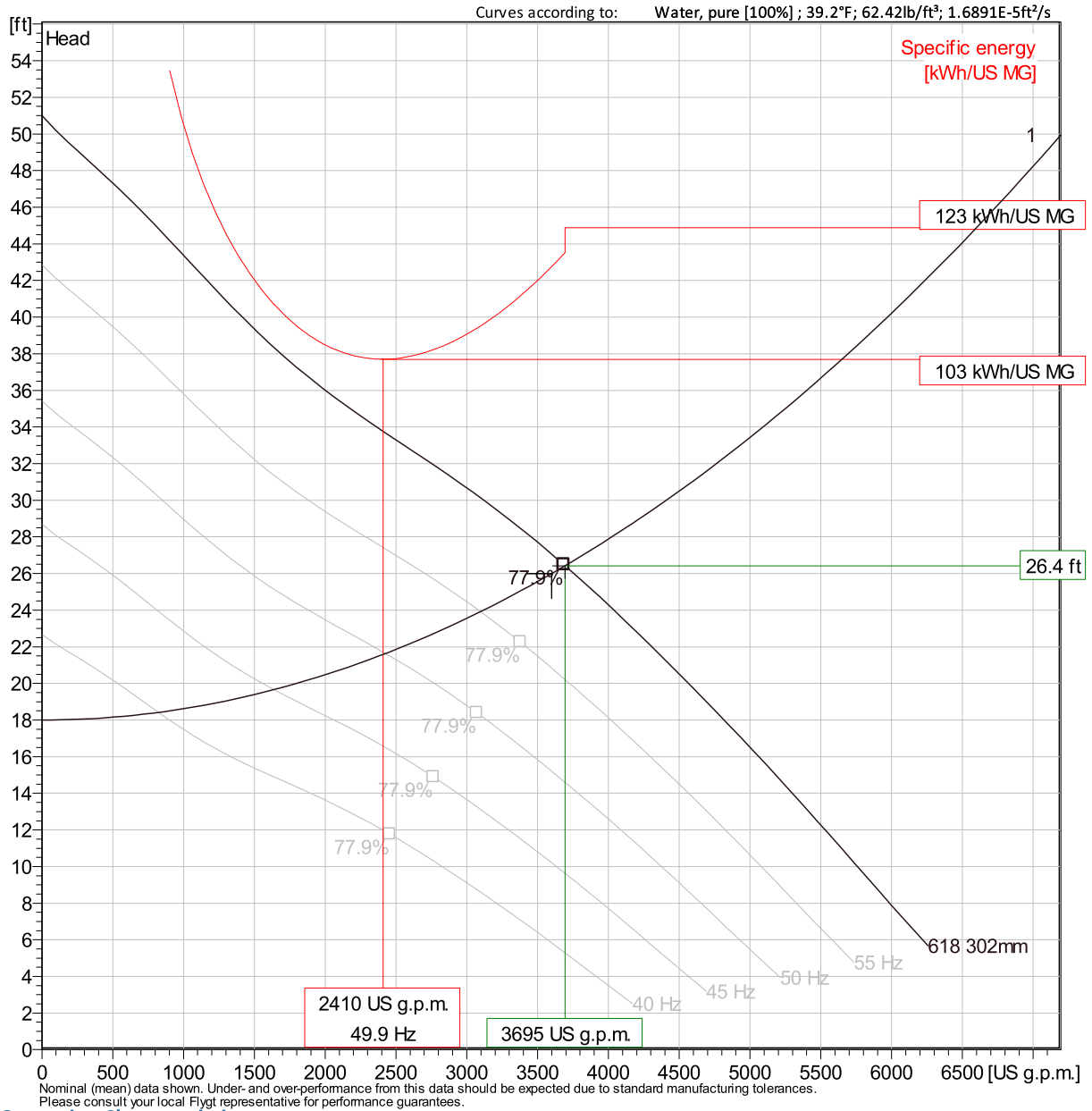


Project Fayetteville - Pond Return Pump
Block 0

Created by Scott Jones
Created on 11/10/2023 Last update 11/10/2023

NP 3202 LT 3~ 618

VFD Analysis



Operating Characteristics

Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Specific energy	NPSH _{re}
		US g.p.m.	ft	hp	US g.p.m.	ft	hp		kWh/US MG	
1	60 Hz	3690	26.4	31.7	3690	26.4	31.7	77.9 %	123	20.9
1	55 Hz	3100	23.9	24.2	3100	23.9	24.2	77.3 %	108	18.2
1	50 Hz	2430	21.6	18	2430	21.6	18	73.6 %	103	15.9
1	45 Hz	1640	19.7	12.9	1640	19.7	12.9	63.2 %	111	13.8

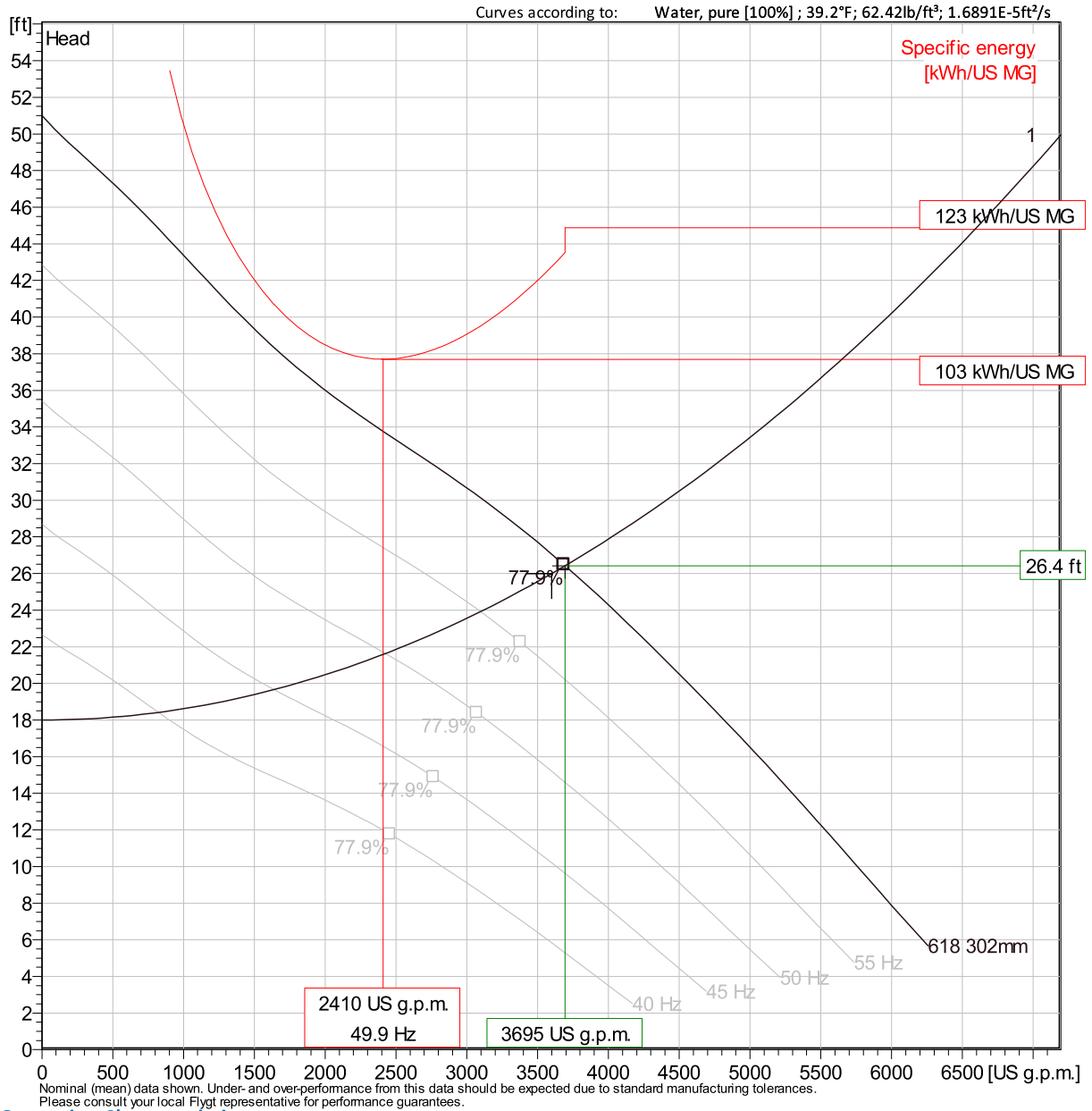
Project Fayetteville - Pond Return Pump
Block 0

Created by Scott Jones
Created on 11/10/2023

Last update 11/10/2023

NP 3202 LT 3~ 618

VFD Analysis



Operating Characteristics

Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Specific energy	NPSH _{re}
		US g.p.m.	ft	hp	US g.p.m.	ft	hp		kWh/US MG	
1	40 Hz	823	18.4	8.64	823	18.4	8.64	44.2 %	155	11.9

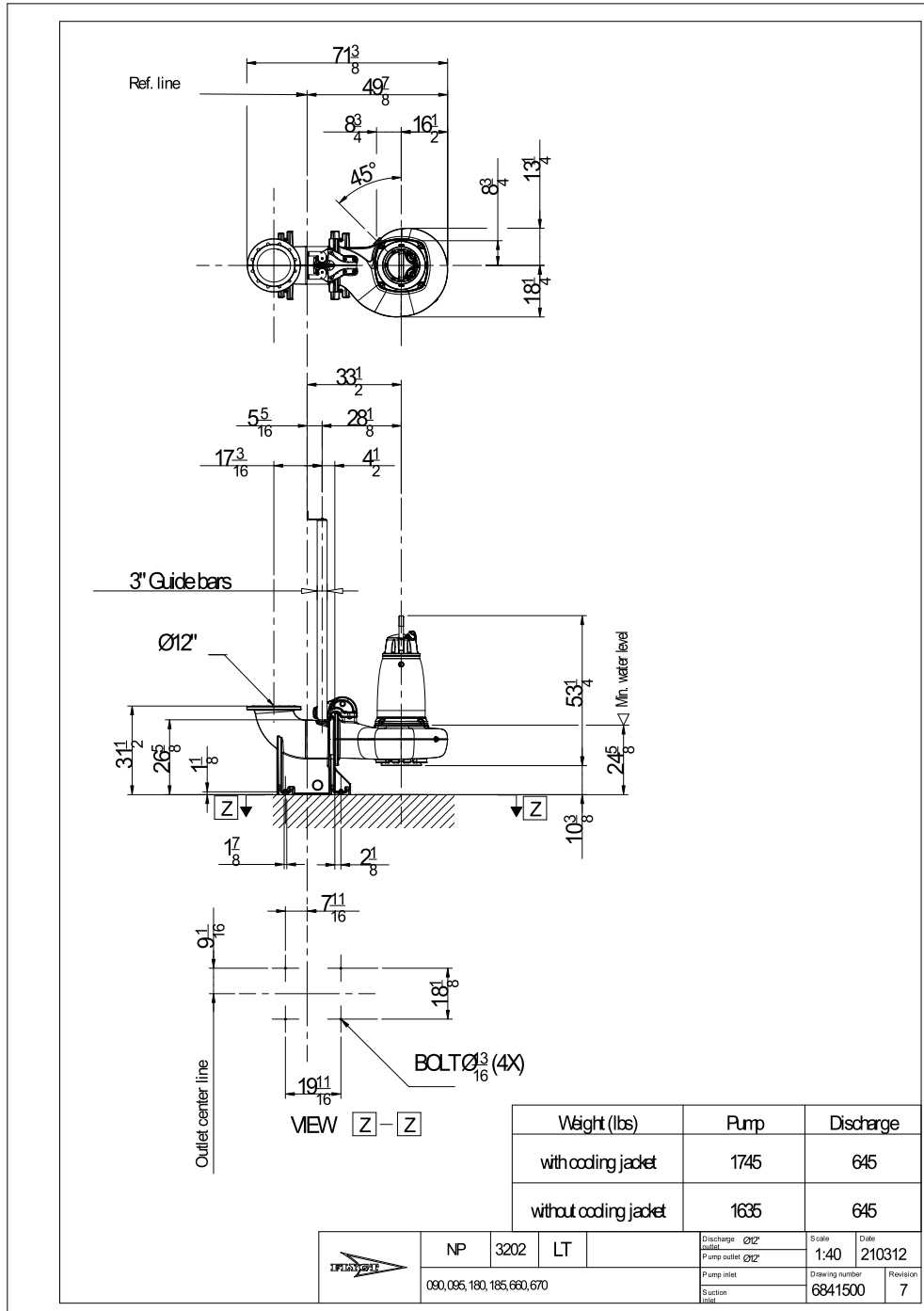
Project Fayetteville - Pond Return Pump
Block 0

Created by Scott Jones
Created on 11/10/2023

Last update 11/10/2023

NP 3202 LT 3~ 618

Dimensional drawing



Project Fayetteville - Pond Return Pump
Block 0

Created by Scott Jones
Created on 11/10/2023 **Last update** 11/10/2023



MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Tim Nyander, Utilities Director
SUBJECT: **Bid 23-51 Jack Tyler Engineering – Noland Aeration RAS Pump**

RECOMMENDATION:

Staff recommends awarding Bid 23-51 and authorizing the purchase of a submersible pump for the aeration basin at the Noland Water Resource Recovery Facility from Jack Tyler Engineering, Inc. in the amount of \$61,644.18 plus applicable taxes and freight charges.

BACKGROUND:

The Noland Water Resource Recovery Facility (WRRF) has five (5) Return Activated Sludge (RAS) pumps that pump RAS from the secondary clarifier back to the aeration basin. One of these pumps failed and the repair is not cost effective compared to buying a new pump.

DISCUSSION:

The City solicited formal bids for this replacement pump per Bid 23-51, and Jack Tyler Engineering was the only bidder that met all the specifications and requirements. Staff recommends awarding Bid 23-51 and authorizing the purchase of a submersible pump for the Noland aeration basin from Jack Tyler Engineering, Inc. in the amount of \$61,644.18 plus applicable taxes and freight charges. This purchase will replace the failed pump and will restore the pumping capacity for the RAS process at Noland WRRF. Freight is estimated at \$1,000.00, and taxes are estimated at \$6,107.81 for a total estimated cost of \$68,751.99.

BUDGET/STAFF IMPACT:

Funds are available in the WWTP Plant Pumps and Equipment account within the Water & Sewer fund.

ATTACHMENTS: SRF (#3), Bid 23-51, Bid Tab - Signed (#4), Bid 23-51, Submittal - Jack Tyler Engineering - E (#5)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1720

Bid 23-51 Jack Tyler Engineering – Noland Aeration RAS Pump

A RESOLUTION TO AWARD BID #23-51 AND AUTHORIZE THE PURCHASE OF A SUBMERSIBLE PUMP FROM JACK TYLER ENGINEERING, INC. IN THE AMOUNT OF \$61,644.18 PLUS ANY APPLICABLE TAXES AND FREIGHT CHARGES FOR USE IN THE AERATION BASIN AT THE NOLAND WATER RESOURCE RECOVERY FACILITY

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby awards Bid #23-51 and authorizes the purchase of a submersible pump from Jack Tyler Engineering, Inc. in the amount of \$61,644.18 plus any applicable taxes and freight charges for use in the aeration basin at the Noland Water Resource Recovery Facility.

City of Fayetteville Staff Review Form

2024-1720

Item ID

2/20/2024

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

Tim Nyander

2/1/2024

WASTEWATER TREATMENT (730)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends awarding Bid 23-51 and authorizing the purchase of a submersible pump for the aeration basin at the Noland Water Resource Recovery Facility from Jack Tyler Engineering, Inc. in the amount of \$61,644.18 plus applicable taxes and freight charges.

Budget Impact:

5400.730.5800-5801.00

Water & Sewer

Account Number

Fund

02069.1

WWTP Plant Pumps and Equipment

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,622,210.00

Expenses (Actual+Encum)

\$ 100,645.00

Available Budget

\$ 1,521,565.00

Does item have a direct cost? Yes

Item Cost

\$ 68,751.99

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 1,452,813.01

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments: Freight is estimated at \$1,000.00, and taxes are estimated at \$6,107.81 for a total estimated cost of \$68,751.99.



CITY OF
FAYETTEVILLE
ARKANSAS

BID TABULATION

Bid 23-51, Noland Aeration RAS Pump

DEADLINE: Thursday, January 18, 2024 at 2:00 PM

				Electric Motor Center of Springdale	JACK TYLER ENGINEERING INC
Line #	Description	QTY	UOM	TOTAL	
1	Submersible Pump	1	EA	\$55,655.68	\$61,644.18
				Unit	Unit
				<u>\$55,655.68</u>	\$61,644.18

Rejected: Met Less of the Specs

 1/24/24
Kenny Fitch, Purchasing Agent

 1/24/24
Amanda Beilfuss, Sr. Purchasing Agent



CITY OF
FAYETTEVILLE
ARKANSAS

Bid 23-51

JACK TYLER ENGINEERING INC

JACK TYLER ENGINEERING INC

Supplier Response

Event Information

Number: Bid 23-51

Title: Noland Aeration AES Pump

Type: Invitation to Bid

Issue Date: 12/24/2023

Deadline: 1/18/2024 02:00 PM (CT)

Notes: The City of Fayetteville is seeking bids from qualified vendors to purchase a submersible pump. This bid is for the purchase of equipment only; installation will be the responsibility of the City. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Purchasing Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Contact Information

Contact: Kenny Fitch Purchasing Agent

Address: Purchasing

Room 306

City Hall

113 West Mountain Street - Room 306

Fayetteville, AR 72701

Email: kfitch@fayetteville-ar.gov

JACK TYLER ENGINEERING INC Information

Address: 6301 S. University
LITTLE ROCK, AR 72209
Phone: (501) 562-2296
Fax: (501) 562-4273
Toll Free: (800) 562-2296
Web Address: jteng.com

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

Mariah Qualls

Signature

mqualls@jteng.com

Email

Submitted at 1/17/2024 04:20:38 PM (CT)

Supplier Note

Technical Specifications section 3.5 (b) we do not meet this spec. Our upper bearing is a single deep groove ball bearing.

Requested Attachments

Bid 23-51, Bid Form and Signature Pages

Submitted bid.pdf

Please attach your signed, completed form. This can be found in the 'Attachments' tab.

Response Attachments

011624MQA Scope of Supply.pdf

Scope of Supply

Bid Attributes

1 Check Yes or No:

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

☒ Yes

☐ No

2 Check Yes or No:

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

☒ Yes

☐ No

3 Addendum Acknowledgement:

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

☒ I agree

Bid Lines**1 Submersible Pump**

Quantity: 1 UOM: EA Price: \$61,644.18 Total: \$61,644.18

Supplier Notes: Technical Specifications section 3.5 (b) we do not meet this spec. Our upper bearing is a single deep groove ball bearing.

Response Total: \$61,644.18



**CITY OF
FAYETTEVILLE
ARKANSAS**

City of Fayetteville, Arkansas
Purchasing Division – Room 306
113 W. Mountain
Fayetteville, AR 72701
Phone: 479.575.8256
TDD (Telecommunication Device for the Deaf): 479.521.1316

INVITATION TO BID

INVITATION TO BID: Bid 23-51, Noland Aeration RAS Pump
DEADLINE: Thursday, January 18, 2024 before 2:00 PM, Local Time
PURCHASING AGENT: Kenny Fitch, kfitch@fayetteville-ar.gov
DATE OF ISSUE AND ADVERTISEMENT: 12/24/2023

INVITATION TO BID **Bid 23-51, Noland Aeration RAS Pump**

No late bids will be accepted. Bids shall be submitted in one of the following methods: (1) through the City's third-party electronic bidding platform, or (2) delivering in person via sealed envelope to the City of Fayetteville Purchasing Division. Submitting through the City's electronic bidding platform is strongly encouraged.

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

All bids shall be submitted in accordance with the attached City of Fayetteville specifications and bid documents attached hereto. Each bidder 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 Division.

City of Fayetteville
Bid 23-51, Noland Aeration RAS Pump
Advertisement

City of Fayetteville, Arkansas
INVITATION TO BID
Bid 23-49, Gregg Sewer Lift Station Pump
Bid 23-50, Noland Pond Return Pump
Bid 23-51, Noland Aeration RAS Pump

The City of Fayetteville is seeking three (3) separate bids from qualified vendors to purchase a total of three (3) submersible pumps. These bids are for the purchase of equipment only; installation will be the responsibility of the City. Any questions concerning the bidding process should be directed to Kenny Fitch, City of Fayetteville Purchasing Agent, at kfitch@fayetteville-ar.gov or by calling (479) 575-8258.

Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by **Thursday, January 18, 2023 before 2:00 PM, Local Time** utilizing the electronic bidding software or by submitting a sealed physical bid to the City of Fayetteville, Purchasing Division address listed below. All bids are due before the time stated. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.

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

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

Any bidder providing a service shall be registered with the Arkansas Secretary of State. 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
By: Kenny Fitch, Purchasing Agent
P: 479.575.8258 kfitch@fayetteville-ar.gov
TDD (Telecommunications Device for the Deaf): (479) 521-1316
Date of advertisement: 12/24/2023
This publication was paid for by the Purchasing Division of the City of Fayetteville, Arkansas.
Amount paid: \$185.26

City of Fayetteville, AR
Bid 23-51, Noland Aeration RAS Pump
Page 2 of 18

City of Fayetteville
Bid 23-51, Noland Aeration RAS Pump
Required Bid Form – Bid Signature & Online Submittal Requirements

EXECUTION OF BID:

All bidders shall submit this section, executed and completed in full by an authorized agent of the bidder. Bidders shall also complete submission through the City's online bidding portal (www.fayetteville-ar.gov/bids) and complete and submit all required information, which may include:

- **Bid Attributes**
- **Bid Line Items** – Bidders shall bid on all line items and not submit partial bids
- **Response Attachments**
 - Required Bid Form (this form, completed in its entirety)

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.

PRICE: Bidders shall submit pricing on the City's online bidding portal (www.fayetteville-ar.gov/bids) in the format presented online.

Refer to the City's electronic bidding platform to submit bid pricing electronically.

Contact the City Purchasing Division to obtain documents necessary to submit a physical sealed bid; however, all bidders are strongly encouraged to submit on the City's online bidding portal.

Upon signing this Bid, the bidder certifies that:

1. Bidder 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(s) bid and listed meets or exceeds all of these requirements as specified by The City of Fayetteville.
3. Pursuant Arkansas Code Annotated §25-1-503, the Contractor agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with any public entity as defined in §25-1-503. If at any time during contract the contractor decides to boycott Israel, the contractor must notify the contracted public entity in writing.

- ✓ 1.) NO KNOWN RELATIONSHIP EXISTS
- 2.) RELATIONSHIP EXISTS (Please explain): _____
- _____

- Page 297 of 564

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

*NAME OF FIRM: Jack Tyler Engineering, Inc.

Purchase Order/Payments shall be issued to this name

*D/B/A or Corporation Name Jack Tyler Engineering

*BUSINESS ADDRESS: 6301 South University Ave.

*CITY: Little Rock *STATE: AR *ZIP: 72019

*PHONE: 501-562-2296 FAX: _____

*E-MAIL: mqualls@jteng.com

*BY: (PRINTED NAME) Marian Qualls

*AUTHORIZED SIGNATURE: Marian Qualls

*TITLE: Bid Team Coordinator

UNIQUE ENTITY NUMBER: _____ CAGE NUMBER: _____

*TAX ID NUMBER: 710833610

Acknowledge Addendums:

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

Addendum No. _____ Dated: _____ Acknowledged by: _____

City of Fayetteville
Bid 23-51, Noland Aeration RAS Pump
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. Bidding documents and addenda shall be obtained at the City of Fayetteville Purchasing Division's electronic bidding platform at www.fayetteville-ar.gov/bids. All bids shall be received by the deadline, utilizing the electronic bidding software or as stated in the bid advertisement. Submitting a bid electronically is strongly encouraged. A public bid opening will be conducted shortly after the deadline at City Hall and livestreamed at <https://www.youtube.com/user/cityoffayettevillear>. No late bids shall be accepted. The City of Fayetteville shall not be responsible for lost or misdirected bids, or for failure of proposer's technical equipment.
- d. The City will not be responsible for misdirected bids. Bidder should call the Purchasing Office at 479.575.8256 to ensure correct receipt of bidding documents prior to opening time and date listed on the bid form.
- e. Bidders shall have experience in providing products and/or services of the same or similar nature.
- f. Bidder is advised that exceptions to any of the terms contained in this bid must be identified in its response to the bid. Failure to do so may lead the City to declare any such term non-negotiable. 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 Kenny Fitch, 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) 575-8256 to ensure 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. 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.

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. CERTIFICATE OF INSURANCE

The successful bidder shall provide a Certificate of Insurance in accordance with specifications listed in this request for proposal, prior to commencement of any work. Such certificate shall list the City of Fayetteville as an additional insured. Insurance shall remain valid, when applicable, throughout project completion.

Certificates of insurance are to be addressed to the City of Fayetteville, showing that the contractor carries the following insurance which shall be maintained throughout the term of the bid. Any work sublet; the contractor shall require the subcontractor similarly to provide the same insurance coverage. In case any employee engaged in work on the project is not protected under Workers' Compensation, the Contractor shall provide, and shall cause each subcontractor to provide, adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.

Workers' Compensation:	Statutory Amount
Comprehensive General & Automotive Liability:	\$250,000 each person \$500,000 aggregate
Property Damage Liability:	\$100,000 aggregate

26. 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 Bidder in responding to this solicitation 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 Bidder for any expense so incurred, regardless of whether or not the submittal 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 Kenny Fitch immediately via telephone (479.575.8258) or e-mail (kfitch@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 Kenny Fitch, City of Fayetteville, Purchasing Agent via e-mail (kfitch@fayetteville-ar.gov) or telephone (479.575.8258). 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.

27. ATTACHMENTS TO BID DOCUMENTS: N/A

ALL BIDDERS SHALL COMPLETE THIS "TECHNICAL SPECIFICATIONS" SECTION WITH BID.
FAILURE TO SUBMIT A RESPONSE ON THIS "TECHNICAL SPECIFICATION" FORM IN A
COMPLETED FORMAT CAN RESULT IN BID REJECTION.

BIDDING REQUIREMENTS:

- **NOTICE: THIS SECTION CAN BE COMPLETED ON THE FOLLOWING MANNER:** When given a specification option containing a blank (example a. ____), bidder shall write a "check mark" or write "yes" indicating yes if the accompanied specification is met. In the event a specification cannot be met, bidder shall indicate so by writing in "no" 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. Leaving item blank shall indicate bidder does not meet the listed specification and can result in bidder DISQUALIFICATION.
- Bidders shall NOT supply warranty papers for the City to interpret whether a warranty specification is met or not.

1. GENERAL –

- 1.1 This bid is for the purchase of one (1) submersible, non-clog wastewater pump.
- 1.2 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.
- 1.3 All specifications written are to minimums, unless otherwise noted.

2. MANUFACTURER/MODEL –

- 2.1 The pump shall be supplied with a discharge mating flange providing a metal-to-metal face seal fit on a FLYGT 8" discharge connection.
- 2.2 Shut off head shall be a minimum of 50 feet.
- 2.3 Each pump shall be fitted with 40 feet of stainless-steel lifting chain. The working load of the lifting system shall be 50% greater than the pump unit weight.
- 2.4 The power cable shall be sized according to NEC and ICEA standards and meet with P-MSHA Approval.
- 2.5 The pump shall be automatically and firmly connected to the discharge connection, guided by no less than two guide bars extending from the top of the station to the discharge connection.
- 2.6 There shall be no need for personnel to enter the wet-well.
- 2.7 Sealing of the pumping unit to the discharge connection shall be accomplished by a machined metal to metal watertight contact. Rectangular cross sectioned gaskets requiring specific torque limits to achieve compression shall not be considered as adequate or equal. No secondary sealing compounds, elliptical O-rings, grease or other devices shall be used.
- 2.8 No portion of the pump shall bear directly on the sump floor.
- 2.9 The pump shall be Explosion approved according to FM CLASS 1. DIV 1 "C" & "D".

3. TECHNICAL SPECIFICATIONS –

3.1 Pump:

- a. ☒ Pump shall be capable of delivering at least 2,790 GPM at 33ft Total Dynamic Head.
- b. ☒ Major pump components shall be of grey cast iron, ASTM A-48, Class 35B, with smooth surfaces devoid of blow holes or other irregularities.

loss of watertight integrity to a depth of 65 feet or greater.

3.3 Cooling System:

- a. ☒ Pump shall be provided with an integral motor cooling system. Fans, blowers or auxiliary cooling systems that are mounted external to the pump motor are not acceptable.
- b. ☒ A stainless-steel motor cooling jacket shall encircle the stator housing, providing for dissipation of motor heat regardless of the type of pump installation.
- c. ☒ An impeller, integral to the cooling system and driven by the pump shaft, shall provide the necessary circulation of the cooling liquid through the jacket. The cooling liquid shall pass about the stator housing in the closed loop system in turbulent flow providing for superior heat transfer.
- d. ☒ The cooling system shall have one fill port and one drain port integral to the cooling jacket.
- e. ☒ The cooling system shall provide for continuous pump operation in liquid or ambient temperatures of up to 104°F (40°C.). Operational restrictions at temperatures below 104°F are not acceptable.

3.4 Cable Entry Seal:

- a. ☒ The cable entry seal design shall preclude specific torque requirements to insure a watertight and submersible seal. Epoxies, silicones, or other secondary sealing systems shall not be considered equal.
- b. ☒ The cable entry shall consist of dual cylindrical elastomer grommets, flanked by washers, all having a close tolerance fit against the cable outside diameter and the entry inside diameter.
- c. ☒ The grommets shall be compressed by the cable entry unit, thus providing a strain relief function.
- d. ☒ The assembly shall provide ease of changing the cable when necessary using the same entry seal.
- e. ☒ The cable entry junction chamber and motor shall be sealed from each other, which shall isolate the stator housing from foreign material gaining access through the pump top.

3.5 Bearings:

- a. ☒ The integral pump/motor shaft shall rotate on two bearings.
- b. ☒ ~~NO~~ The upper motor bearing shall be a two-row angular contact ball bearing.
- c. ☒ The lower bearing shall be a two-row angular contact ball bearing to handle the thrust and radial forces.
- d. ☒ The motor bearings shall be sealed and permanently grease lubricated with high temperature grease.
- e. ☒ The minimum L10 bearing life shall be 50,000 hours at any usable portion of the pump curve.

3.6 Mechanical Seals:

- a. ☒ Pump shall be provided with a positively driven dual, tandem mechanical shaft seal system consisting of two seal sets, each having an independent spring.
- b. ☒ The lower primary seal, located between the pump and seal chamber, shall contain one stationary and one positively driven rotating corrosion and abrasion resistant tungsten-carbide ring.
- c. ☒ The upper secondary seal, located between the seal chamber and the seal inspection chamber shall be a leakage-free seal.
- d. ☒ The upper seal shall contain one stationary and one positively driven rotating corrosion

- c. ☒ The lifting handle shall be made of stainless steel.
- d. ☒ All exposed nuts or bolts shall be made of stainless steel.
- e. ☒ All metal surfaces coming into contact with the pumpage, other than stainless steel or brass, shall be protected by a factory applied spray coating of acrylic dispersion zinc phosphate primer with a polyester resin paint finish on the exterior of the pump.
- f. ☒ The pump and motor shaft shall be a single piece unit. The pump shaft is an extension of the motor shaft. Shafts using mechanical couplings shall not be acceptable.
- g. ☒ The shaft shall be stainless steel – ASTM A479 S43100-T. Shaft sleeves will not be acceptable.

3.2 Motor:

- a. ☒ Pump shall be equipped with a 35 HP submersible electric motor, connected for operation on 460 volts, 3 phase, 60 hertz, single wire service, with 50 feet of submersible cable (SUBCAB) suitable for submersible pump applications.
- b. ☒ The pump motor shall be a NEMA B design, induction type with a squirrel cage rotor, shell type design, housed in an air filled, watertight chamber.
- c. ☒ The motor shall be designed for continuous duty while handling pumped media of up to 104°F (40°C) and shall have a NEMA Class B maximum operating temperature rise of 176°F (80°C).
- d. ☒ The stator windings shall be insulated with moisture resistant Class H insulation rated for 356°F (180°C).
- e. ☒ The stator shall be insulated by the trickle impregnation method using Class H monomer-free polyester resin resulting in a winding fill factor of at least 95%.
- f. ☒ The motor shall be inverter duty rated in accordance with NEMA MG1, Part 31.
- g. ☒ The stator shall be heat-shrink fitted into the cast iron stator housing. The use of multiple step dip and bake-type stator insulation process is not acceptable. The use of pins, bolts, screws or other fastening devices used to locate or hold the stator and that penetrate the stator housing are not acceptable.
- h. ☒ The motor shall be capable of no less than 30 evenly spaced starts per hour.
- i. ☒ The rotor bars and short circuit rings shall be made of aluminum.
- j. ☒ Three thermal switches shall be embedded in the stator end coils, one per phase winding, to monitor the stator temperature. These thermal switches shall be used in conjunction with and supplemental to external motor overload protection and shall be connected to the motor control panel.
- k. ☒ The junction chamber shall be sealed off from the stator housing and shall contain a terminal board for connection of power and pilot sensor cables using threaded compression type terminals. The use of wire nuts or crimp-type connectors is not acceptable.
- l. ☒ The motor and the pump shall be produced by the same manufacturer.
- m. ☒ The motor service factor (combined effect of voltage, frequency and specific gravity) shall be 1.15. The motor shall have a voltage tolerance of +/- 10%.
- n. ☒ A motor performance chart shall be provided upon request exhibiting curves for motor torque, current, power factor, input/output kW and efficiency. The chart shall also include data on motor starting and no-load characteristics.
- o. ☒ Motor horsepower shall be sufficient so that the pump is non-overloading throughout its entire performance curve, from shut-off to run-out.
- p. ☒ The motor and cable shall be capable of continuous submergence underwater without

- e. ☒ and abrasion resistant tungsten-carbide seal ring.
- e. ☒ The rotating seal ring shall have small back-swept grooves laser inscribed upon its face to act as a pump as it rotates, returning any fluid that should enter the dry motor chamber back into the lubricant chamber.
- f. ☒ All seal rings shall be individual solid sintered rings.
- g. ☒ Each seal interface shall be held in place by its own spring system. The seals shall not depend upon direction of rotation for sealing. Mounting of the lower seal on the impeller hub is not acceptable.
- h. ☒ Shaft seals without positively driven rotating members or conventional double mechanical seals containing either a common single or double spring acting between the upper and lower seal faces are not acceptable.
- i. ☒ The seal springs shall be isolated from the pumped media to prevent materials from packing around them, limiting their performance.
- j. ☒ Each pump shall be provided with a lubricant chamber for the shaft sealing system.
- k. ☒ The lubricant chamber shall be designed to prevent overfilling and shall provide capacity for lubricant expansion.
- l. ☒ The seal lubricant chamber shall have one drain and one inspection plug that are accessible from the exterior of the motor unit. The seal system shall not rely upon the pumped media for lubrication.
- m. ☒ The area about the exterior of the lower mechanical seal in the cast iron housing shall have cast in an integral concentric spiral groove. This groove shall protect the seals by causing abrasive particulate entering the seal cavity to be forced out away from the seal due to centrifugal action.
- n. ☒ A separate seal leakage chamber shall be provided so that any leakage that may occur past the upper, secondary mechanical seal will be captured prior to entry into the motor stator housing. Such seal leakage shall not contaminate the motor lower bearing.
- o. ☒ The leakage chamber shall be equipped with a float type switch that will signal if the chamber should reach 50% capacity.
- p. ☒ Seal lubricant shall be non-hazardous.

3.7 Impeller:

- a. ☒ The impeller shall be of Hard-Iron™ (ASTM A-532 (Alloy III A) 25% chrome cast iron), dynamically balanced, semi-open, multi-vane, back swept, screw-shaped, non-clog design.
- b. ☒ The impeller leading edges shall be mechanically self-cleaned automatically upon each rotation as they pass across a spiral groove located on the volute suction.
- c. ☒ The leading edges of the impeller shall be hardened to Rc 60 and shall be capable of handling solids, fibrous materials, heavy sludge and other matter normally found in wastewater.
- d. ☒ The screw shape of the impeller inlet shall provide an inducing effect for the handling of up to 5% sludge and rag-laden wastewater.
- e. ☒ The impeller to volute clearance shall be readily adjustable by the means of a single trim screw.
- f. ☒ The impeller shall be locked to the shaft, held by an impeller bolt and shall be coated with alkyd resin primer.

3.8 Suction Cover

- a. ☒ The pump volute shall be a single piece grey cast iron, ASTM A-48, Class 35B, non-

concentric design with smooth passages of sufficient size to pass any solids that may enter the impeller. Minimum inlet and discharge size shall be as specified.

- b. ☒ The volute shall have a replaceable suction cover insert ring in which are cast spiral-shaped, sharp-edged groove(s). The spiral groove(s) shall provide trash release pathways and sharp edge(s) across which each impeller vane leading edge shall cross during rotation so to remain unobstructed.
- c. ☒ The insert ring shall be cast of Hard-Iron™ (ASTM A-532 (Alloy III A) 25% chrome cast iron) and provide effective sealing between the multi-vane semi-open impeller and the volute housing.

3.9 Protection

- a. ☒ Each pump motor stator shall incorporate three thermal switches, one per stator phase winding and be connected in series, to monitor the temperature of the motor. Should the thermal switches open, the motor shall stop and activate an alarm.
- b. ☒ A float switch shall be installed in the seal leakage chamber and will activate if leakage into the chamber reaches 50% chamber capacity, signaling the need to schedule an inspection.
- c. ☒ The thermal switches and float switch shall be connected to a Mini CAS control and status monitoring unit.
- d. ☒ The Mini CAS unit shall be designed to be mounted in the pump control panel.

3.10 Warranty

- a. ☒ The pumps shall be provided with prorated 60 months (5 years) warranty against defects in materials and or workmanship.
- b. ☒ Unless otherwise specified, all other equipment shall be warrantied for 12 months (1 year).
- c. ☒ The warranty shall be in printed form and previously published as the manufacturer's standard warranty for all similar units manufactured, latest revision.
- d. ☒ Upon warranty occurrence, the manufacturer's authorized service center shall remove the pump, repair, reinstall and provide start up on the repaired pump.
- e. ☒ A detailed failure analysis shall be submitted to the Owner for their records summarizing corrective action taken.
- f. ☒ The pumps shall be provided with prorated 60 months (5 years) warranty against defects in materials and or workmanship.
- g. ☒ Unless otherwise specified, all other equipment shall be warrantied for 12 months (1 year).
- h. ☒ The warranty shall be in printed form and previously published as the manufacturer's standard warranty for all similar units manufactured, latest revision.
- i. ☒ Upon warranty occurrence, the manufacturer's authorized service center shall remove the pump, repair, reinstall and provide start up on the repaired pump.
- j. ☒ A detailed failure analysis shall be submitted to the Owner for their records summarizing corrective action taken.



**JACK TYLER
ENGINEERING
INCORPORATED**

BID:

Bid 23-51, Noland Aeration RAS Pump

ENGINEERED SOLUTIONS FROM PEOPLE WHO CARE

6301 S University Ave., Little Rock, AR 72209

PH: (501) 562.2296

www.jteng.com

Wednesday, January 17, 2024

To: City of Fayetteville

Subject: 011624MQA Scope of Supply

Bid Date: January 18, 2024

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

Line Item #1 – Submersible Pump

Qty	Description
1	Flygt NP642 35HP, 460V, 3PH, 50' cord, FM
1	Discharge Connection 8x8"
1	Mini-CAS II / FUS 120/24 VAC,
1	Socket, 11 Pin, Octal Din Moun
40	Chain 3/8", Type 316 S.S.
2	Shackle, 3/8" Screw Pin, Type
1	Freight

Item Price: **\$61,644.48**

APPLICABLE TAXES ARE NOT INCLUDED IN QUOTED PRICE

DELIVERY: 14-16 WEEKS AFTER APPROVED SUBMITTALS

Respectfully Submitted,

Mariah Qualls
Bid Team Coordinator
Jack Tyler Engineering, Inc.

ENGINEERED SOLUTIONS FROM PEOPLE WHO CARE

6301 S University Ave., Little Rock, AR 72209

PH: (501) 562.2296

www.jteng.com



JACK TYLER ENGINEERING, INCORPORATED

6301 S. UNIVERSITY AVENUE, LITTLE ROCK, ARKANSAS 72209
(501) 562-2296 • FAX (501) 562-4273 • ARKANSAS WATS 1-800-562-2296

STATEMENT OF TERMS AND CONDITIONS

TERMS/PAYMENTS: Our terms of payment are net cash 15 days from date of the invoice subject to

Seller's prior credit approval. If the Buyer shall fail to make any payments in accordance with the terms and conditions of sale, the Seller, in addition to its other rights and remedies, but not in limitation thereof, may, at its option, without prior notice, cancel this order as to any undelivered products or defer shipments or deliveries hereunder, or under any other agreement between Buyer and Seller, except upon Seller's receipt of cash before shipment or such security as Seller considers satisfactory. Seller reserves the right to impose an interest charge of 16% on the balance of each invoice not paid on its due date for the period from the due date to the date of receipt of payment by Seller. In the event Buyer's failure to make timely payments to Seller results in Seller incurring additional costs, including but not limited to collection expenses and attorneys' fees, said costs shall be added to the amount due Seller from Buyer. Buyer shall have no right to any discount or retainage and shall not withhold payment as a set-off on Seller's invoice in any amount. Visa, MasterCard, Discover, and American Express credit card purchases are accepted.

SHIPMENT: The date of shipment is subject to our receiving your order with complete information at our office, final approval of any prints or drawings as may be required, credit approval, and the acceptance of your order by the company. Freight Charges are not included in the quoted price.

EXPIRATION: Quotation expires 30 days from the date of proposal and, in the interim, is subject to change without notice.

TAXES: Unless otherwise stated in the proposal, the prices quoted herein are exclusive of all sales, use and similar taxes and, wherever applicable, such taxes will be added to the invoice as separate items.

RETURNS/REFUNDS: Items wished to be returned are subject to prior approval and must be accompanied by a Return Merchandise Authorization (RMA). Items returned without proper approval and/or paperwork will be returned to the customer at their expense. Returns past 30 days of initial receipt will not be accepted.

All returned items are subject to a restocking fee. The customer's credit will be equal to the credit Jack Tyler Engineering, Inc. receives from the vendor, minus original freight and freight back to the vendor. Please note that all items must be returned to JTEI, who will return the item to the vendor. Credit will only be issued once JTEI receives credit from the vendor.

SPECIAL NOTE:

THIS PROPOSAL IS BASED ON CURRENT PRICES. EQUIPMENT IS SUBJECT TO THE SAME PERCENTAGE INCREASE AS MADE BY OUR SUPPLIERS AND THE INVOICE WILL REFLECT PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS SPECIFICALLY EXCEPTED. **WE WILL NOT ACCEPT RETAINAGE ON ANY OF OUR INVOICES!**

******* A \$50.00 minimum order charge will apply *******

WARRANTY:

"The products sold by Jack Tyler Engineering, Inc. hereunder are manufactured by others, and the only warranties that apply to these products are those of the manufacturer of the products which can be passed on by Jack Tyler Engineering, Inc. to its customers. No other warranty of any kind is given in connection with the sale of any of the above products, and JACK TYLER ENGINEERING, INC. MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AS TO ANY OTHER MATTER RESPECTING THESE PRODUCTS. Jack Tyler Engineering, Inc. shall not be liable in connection with the sale of the above products for any incidental or consequential damages of any kind."

An electronic copy of the latest version is available online at www.jteng.com.

NX 3202 MT 3~ 642

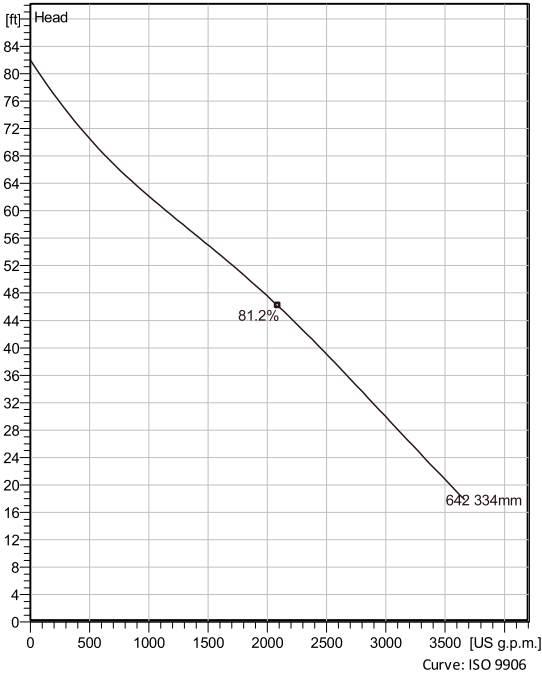
Patented self cleaning semi-open channel impeller, ideal for pumping in waste water applications. Modular based design with high adaptation grade.



Technical specification



Curves according to: Water, pure Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

Configuration

Motor number	Installation type
N3202.185 30-18-6AA-W	X - Optional installation,
35hp	Wet or Dry
Impeller diameter	Discharge diameter
334 mm	8 inch

Configuration

Pump information

Impeller diameter
334 mm
Discharge diameter
8 inch
Inlet diameter
250 mm
Maximum operating speed
1170 rpm
Number of blades
2
Max. fluid temperature
40 °C

Material

Impeller
Hard-Iron™

Project	Fayetteville - Noland Large RAS Pump	Created by	Scott Jones
Block	0	Created on	5/5/2023
		Last update	6/27/2023

NX 3202 MT 3~ 642

Technical specification



Motor - General

Motor number N3202.185 30-18-6AA-W 35hp	Phases 3~	Rated speed 1170 rpm	Rated power 35 hp
ATEX approved No	Number of poles 6	Rated current 43 A	Stator variant 1
Frequency 60 Hz	Rated voltage 460 V	Insulation class H	Type of Duty S1
Version code 185			

Motor - Technical

Power factor - 1/1 Load 0.86	Motor efficiency - 1/1 Load 89.0 %	Total moment of inertia 9.28 lb ft ²	Starts per hour max. 30
Power factor - 3/4 Load 0.83	Motor efficiency - 3/4 Load 89.5 %	Starting current, direct starting 246 A	
Power factor - 1/2 Load 0.75	Motor efficiency - 1/2 Load 89.0 %	Starting current, star-delta 82 A	

Project	Fayetteville - Noland Large RAS Pump	Created by	Scott Jones		
Block	0	Created on	5/5/2023	Last update	6/27/2023

NX 3202 MT 3~ 642

Performance curve

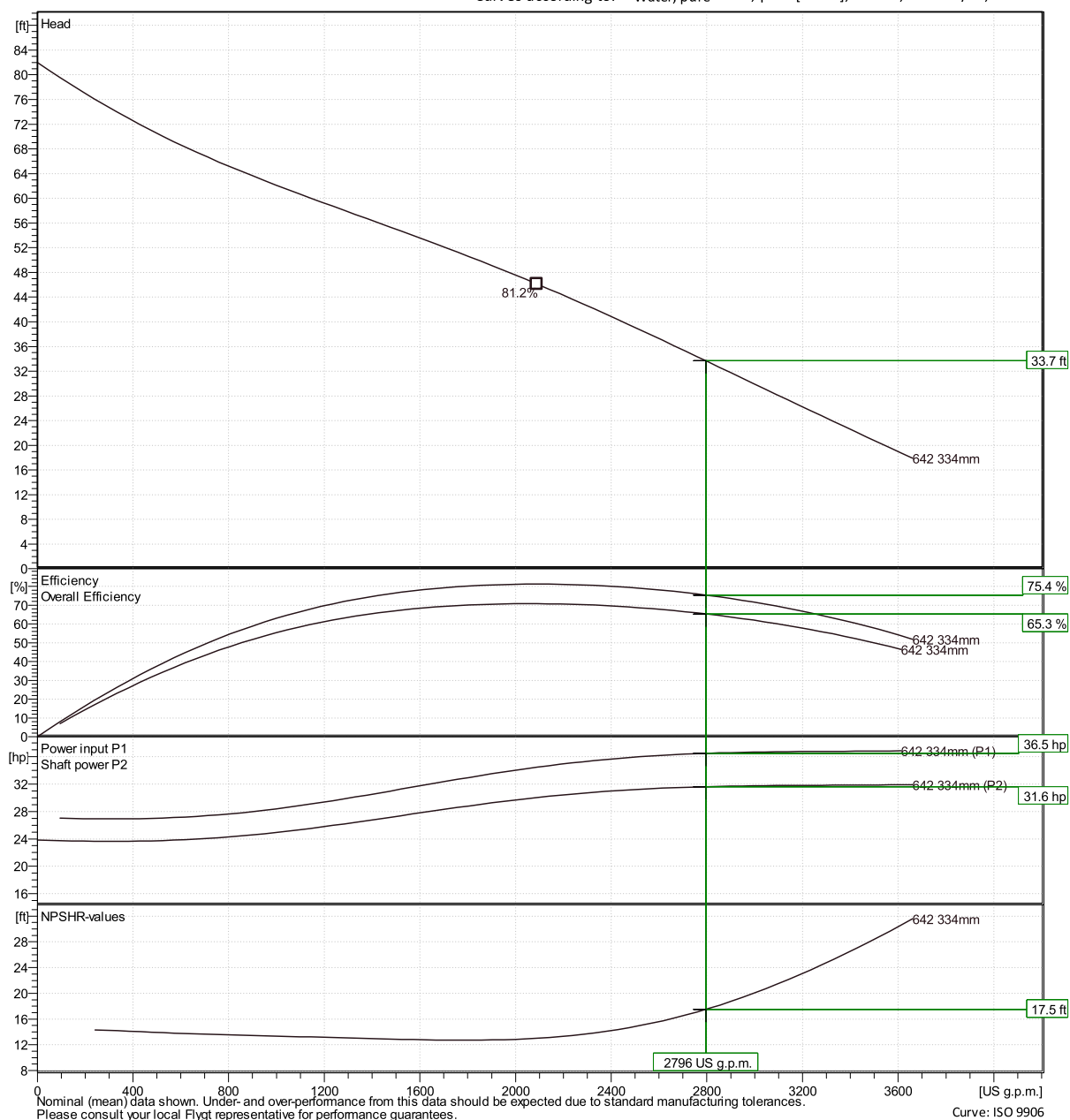


Duty point

Flow
2800 US g.p.m.

Head
33.7 ft

Curves according to: Water, pure [100%], 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

Curve: ISO 9906

Fayetteville - Noland Large RAS Pump

Scott Jones

0

Created on

5/5/2023

Last update

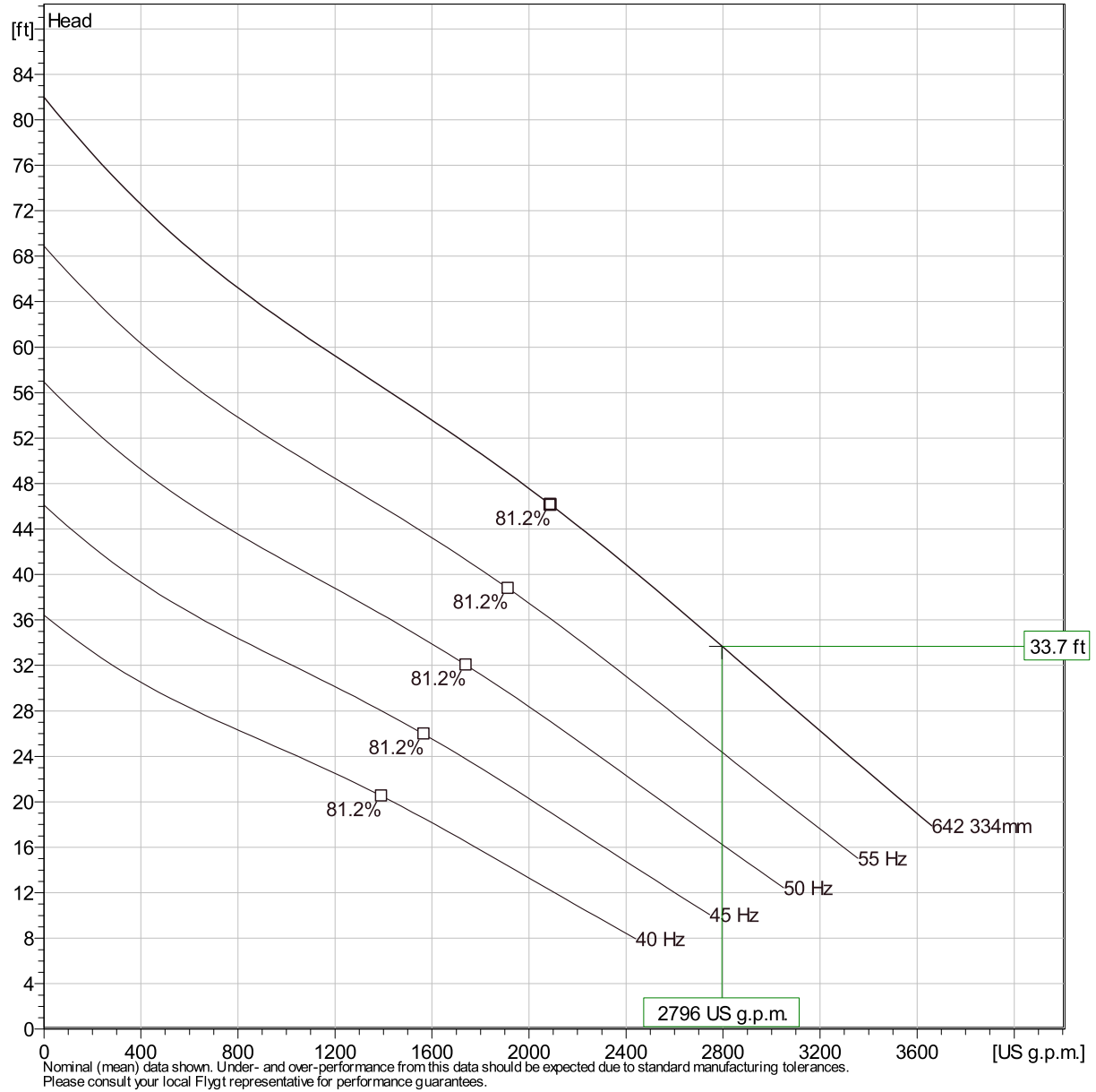
6/27/2023

NX 3202 MT 3~ 642

Duty Analysis



Curves according to: Water, pure [100%] ; 39.2°F; 62.42lb/ft³; 1.6891E-5ft²/s



Operating characteristics

Pumps / Systems	Flow US g.p.m.	Head ft	Shaft power hp	Flow US g.p.m.	Head ft	Shaft power hp	Hydr.eff.	Spec. Energy kWh/US MG	NPSHre ft
1	2800	33.7	31.6	2800	33.7	31.6	75.4 %	162	17.5

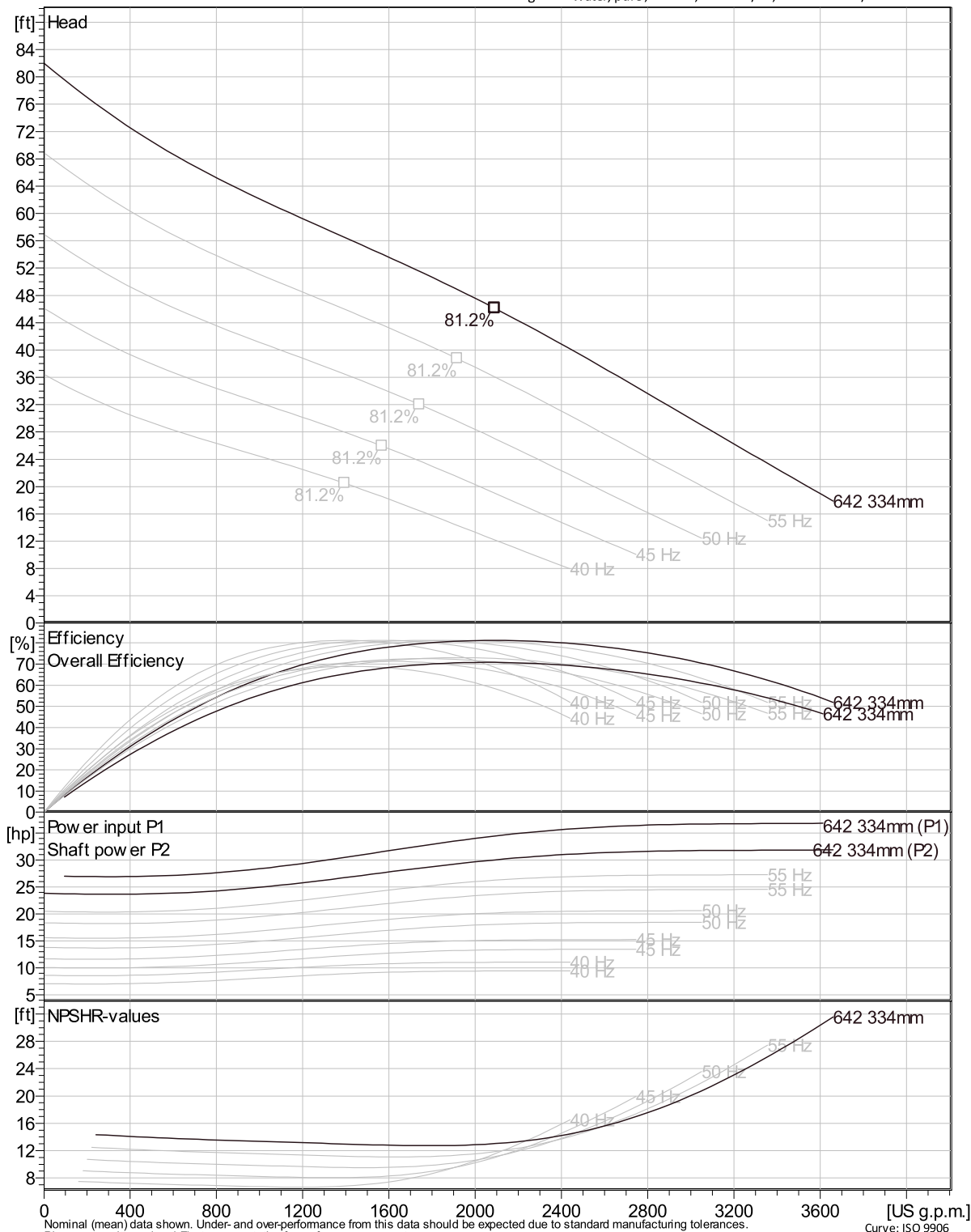
Project		Created by	Scott Jones		
Block	Fayetteville - Noland Large RAS Pump	Created on	5/5/2023	Last update	6/27/2023

NX 3202 MT 3~ 642

VFD Curve



Curves according to: Water, pure, 39.2 °F, 62.42 lb/ft³, 1.6891E-5 ft²/s



Nominal (mean) data shown. Under- and over-performance from this data should be expected due to standard manufacturing tolerances. Please consult your local Flygt representative for performance guarantees.

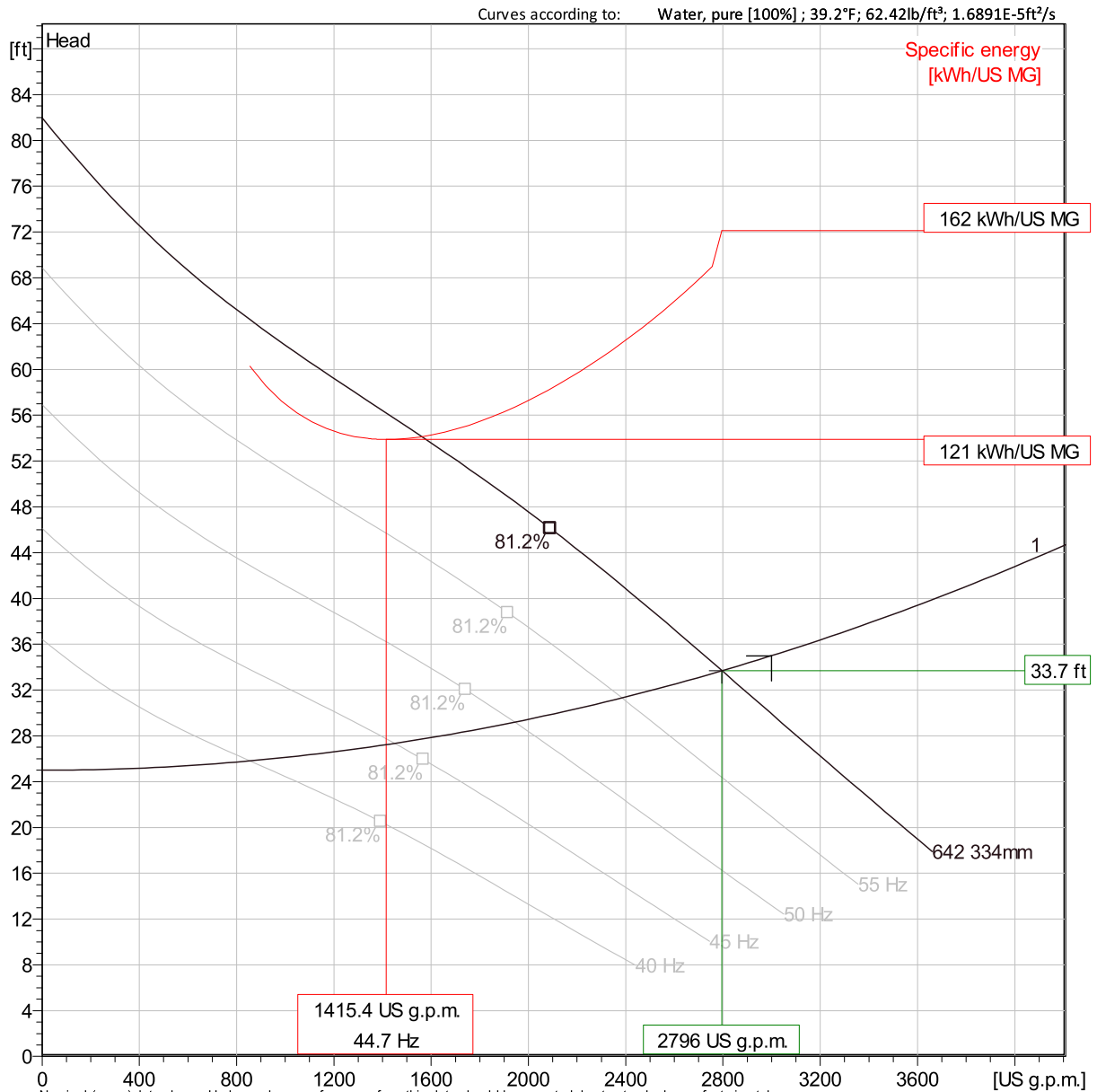
Curve: ISO 9906

Project Fayetteville - Noland Large RAS Pump
Block 0

Created by Scott Jones
Created on 5/5/2023 Last update 6/27/2023

NX 3202 MT 3~ 642

VFD Analysis



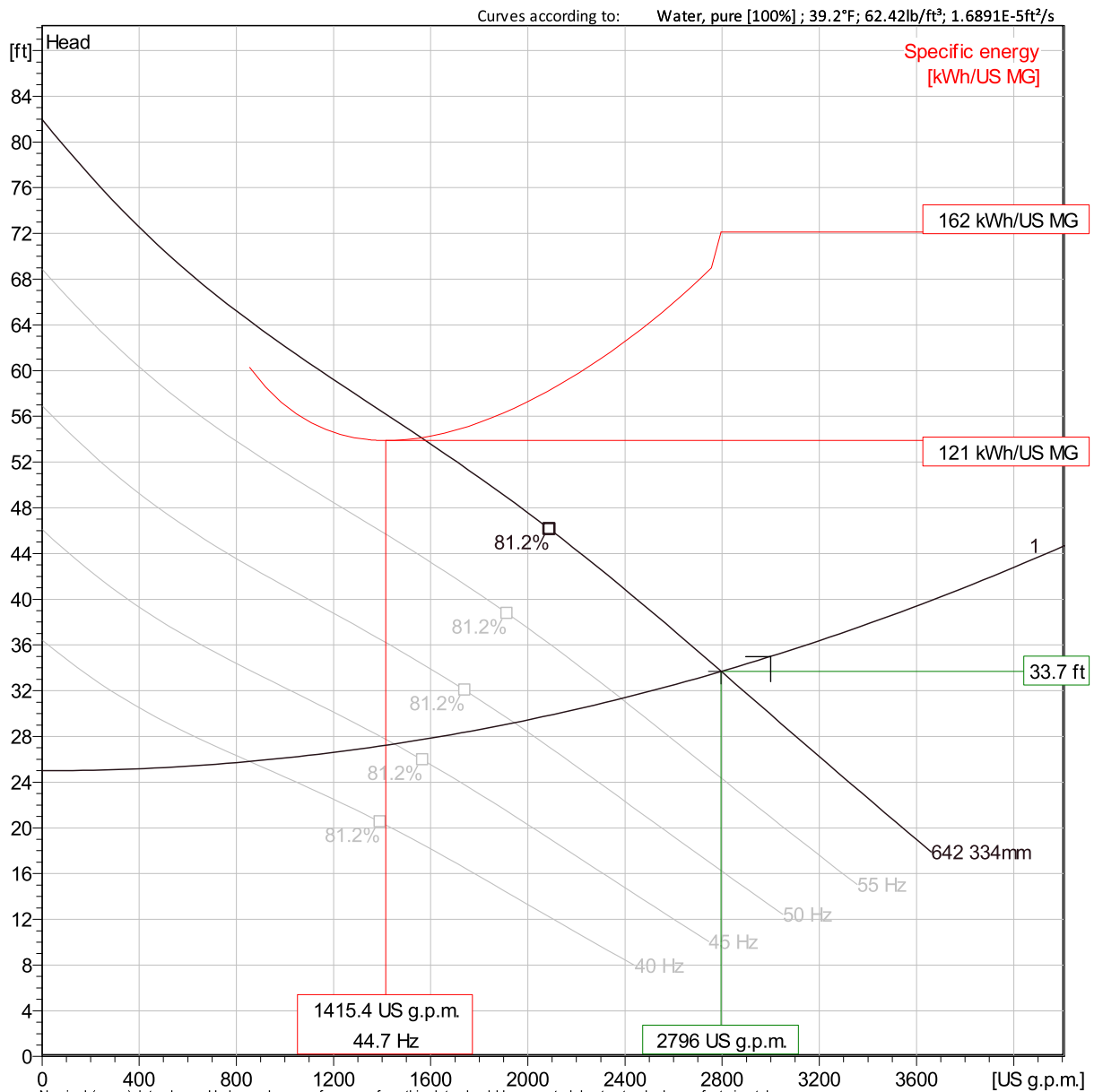
Operating Characteristics

Pumps / Systems	Frequency	Flow	Head	Shaft power	Flow	Head	Shaft power	Hydr. eff.	Specific energy	NPSH _{re}
		US g.p.m.	ft	hp	US g.p.m.	ft	hp		kWh/US MG	ft
1	60 Hz	2800	33.7	31.6	2800	33.7	31.6	75.4 %	162	17.5
1	55 Hz	2380	31.3	24.2	2380	31.3	24.2	78.1 %	140	13.6
1	50 Hz	1940	29.2	17.8	1940	29.2	17.8	80.5 %	127	10.3
1	45 Hz	1450	27.3	12.4	1450	27.3	12.4	80.9 %	121	8.07

Project	Fayetteville - Noland Large RAS Pump	Created by	Scott Jones
Block	0	Created on	5/5/2023
		Last update	6/27/2023

NX 3202 MT 3~ 642

VFD Analysis



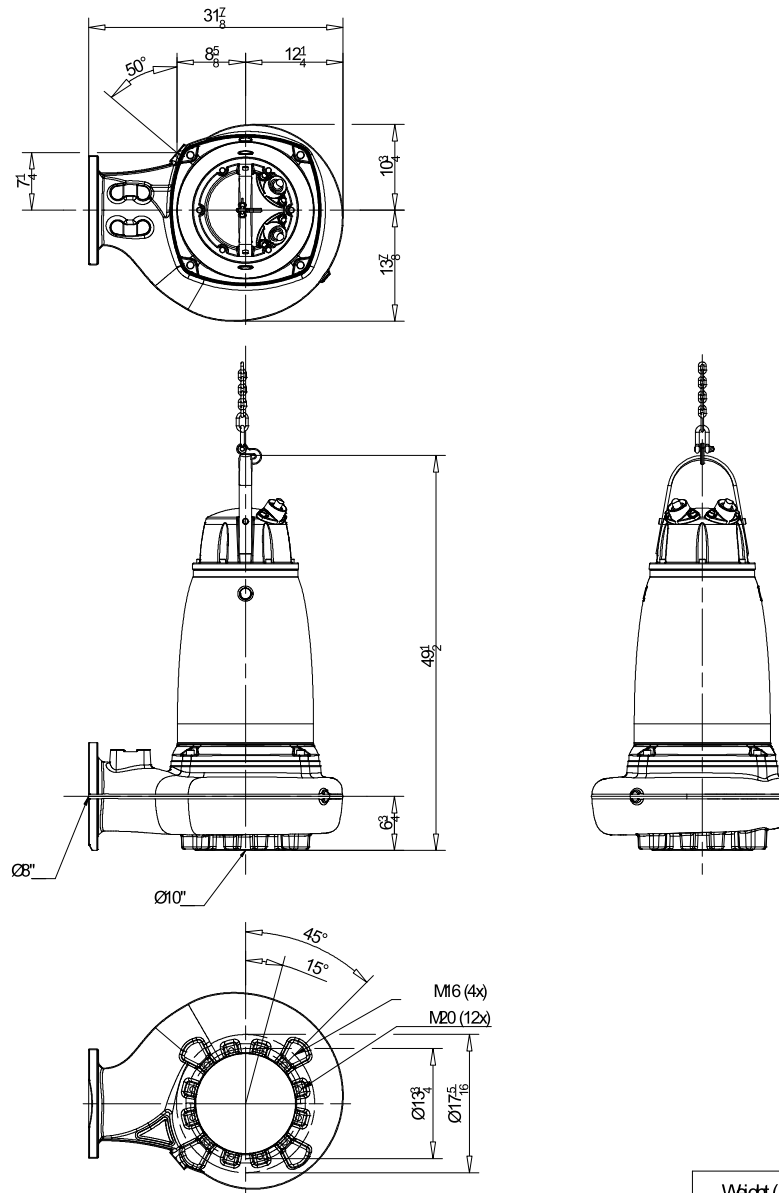
Operating Characteristics

Pumps / Systems	Frequency	Flow US g.p.m.	Head ft	Shaft power hp	Flow US g.p.m.	Head ft	Shaft power hp	Hydr. eff.	Specific energy kWh/US MG	NPSHre ft
1	40 Hz	854	25.8	7.76	854	25.8	7.76	71.9 %	136	6.84

Project	Fayetteville - Noland Large RAS Pump	Created by	Scott Jones
Block	0	Created on	5/5/2023
		Last update	6/27/2023

NX 3202 MT 3~ 642

Dimensional drawing



Weight (lbs)
Pump
1200

FX,NX	3202	MT	6poles	Discharge outlet	Scale	Date
090,095,180,185,350,390,650,670				Pump outlet Ø8"	1:15	200220
				Pump inlet Ø10"	Drawing number	Revision
				Suction inlet	7395376	3

Project Fayetteville - Noland Large RAS Pump
Block 0

Created by Scott Jones
Created on 5/5/2023 Last update 6/27/2023



MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council
THRU:
FROM: Mike Reynolds, Police Chief
SUBJECT: **Purchase of TruNarc Handheld Narcotics Analyzer**

RECOMMENDATION:

Staff recommends approval of a resolution for the grant funded purchase of a TruNarc Handheld Narcotics Analyzer from Thermo Scientific Portable Analytical Instruments, Inc. via Government Services Administration (GSA) contract number GS-07F-6099R in the amount of \$36,779.57 plus tax.

BACKGROUND:

On December 19, 2023, City Council approved Resolution 298-23 (attached) to accept a non-matching Public Safety Equipment Grant from the Arkansas Department of Public Safety in the amount of \$40,365.58 for the Fourth Judicial District Drug Task Force (DTF) to purchase a handheld narcotics analyzer.

DISCUSSION:

As previously discussed with City Council, the use of illicit narcotics and opioids continues to skyrocket. Emerging lethal drugs like fentanyl and xylazine threaten public safety. To save lives and protect the investigating law enforcement officers, controlled and deadly substances need to be identified quickly, safely and accurately. Traditional methods of preliminary field identification require exposure as the law enforcement officer manipulates the potentially deadly substance. A handheld narcotics analyzer provides a much safer in-the-field identification method by reducing the exposure of the law enforcement officer to the substance.

The TruNarc Handheld Narcotics Analyzer provided by Thermo Scientific Portable Analytical Instruments, Inc. has been the industry standard for well over a decade, and this analyzer is currently in use by numerous federal, state, county, and municipal law enforcement agencies throughout the country. The TruNarc Handheld Narcotic Analyzer has a proven track record in accuracy and dependability, and this analyzer will be an extremely valuable safety tool used by our officers investigating suspected drug traffickers.

BUDGET/STAFF IMPACT:

This is a budgeted purchase with non-matching grant funds provided by the Arkansas Department of Public Safety tracked via project number 32209.2301 in the City's project accounting system. This purchase has no impact on staffing.

ATTACHMENTS: SRF (#3), Sales Quotation_001 (#4), GSA Contract _001 (#5), Resolution 298-23 _001 (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1686

Purchase of TruNarc Handheld Narcotics Analyzer

A RESOLUTION TO APPROVE THE GRANT FUNDED PURCHASE OF A TRUENARC HANDHELD NARCOTICS ANALYZER IN THE AMOUNT OF \$36,779.57 PLUS ANY APPLICABLE TAXES FROM THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS, INC.

WHEREAS, on December 19, 2023, the City Council approved Resolution 298-23 authorizing the acceptance of a non-matching Public Safety Equipment Grant from the Arkansas Department of Public Safety in the amount of \$40,365.58 for the Fourth Judicial District Drug Task Force to purchase a handheld narcotics analyzer.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes the purchase of a TruNarc Handheld Narcotics Analyzer from Thermo Scientific Portable Analytical Instruments, Inc. in the amount of \$36,779.57 plus any applicable taxes.

City of Fayetteville Staff Review Form

2024-1686

Item ID

2/20/2024

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

Mike Reynolds

1/26/2024

POLICE (200)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of a resolution for the grant funded purchase of a TruNarc Handheld Narcotics Analyzer from Thermo Scientific Portable Analytical Instruments, Inc. via Government Services Administration (GSA) contract number GS-07F-6099R in the amount of \$36,779.57 plus tax.

Budget Impact:

2930.200.2960-5210.00

Drug Enforcement

Account Number

Fund

32209.2301

Police-Dept of Public Safety Equipment Grant

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 40,366.00

Expenses (Actual+Encum)

\$ -

Available Budget

\$ 40,366.00

Does item have a direct cost? Yes

Item Cost

\$ 36,779.57

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ 3,586.43

Purchase Order Number:

Previous Ordinance or Resolution #

V20221130

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



MEETING OF FEBRUARY 20, 2024

TO: Mayor and City Council
FROM: Mike Reynolds, Chief of Police

A handwritten signature in black ink, appearing to read "Mike Reynolds".

DATE: January 26, 2024

SUBJECT: Purchase of TruNarc Handheld Narcotics Analyzer

RECOMMENDATION:

Staff recommends approval of a resolution for the grant funded purchase of a TruNarc Handheld Narcotics Analyzer from Thermo Scientific Portable Analytical Instruments, Inc. via Government Services Administration (GSA) contract number GS-07F-6099R in the amount of \$36,779.57 plus tax.

BACKGROUND:

On December 19, 2023, City Council approved Resolution 298-23 (attached) to accept a non-matching Public Safety Equipment Grant from the Arkansas Department of Public Safety in the amount of \$40,365.58 for the Fourth Judicial District Drug Task Force (DTF) to purchase a handheld narcotics analyzer.

DISCUSSION:

As previously discussed with City Council, the use of illicit narcotics and opioids continues to skyrocket. Emerging lethal drugs like fentanyl and xylazine threaten public safety. To save lives and protect the investigating law enforcement officers, controlled and deadly substances need to be identified quickly, safely and accurately. Traditional methods of preliminary field identification require exposure as the law enforcement officer manipulates the potentially deadly substance. A handheld narcotics analyzer provides a much safer in-the-field identification method by reducing the exposure of the law enforcement officer to the substance.

The TruNarc Handheld Narcotics Analyzer provided by Thermo Scientific Portable Analytical Instruments, Inc. has been the industry standard for well over a decade, and this analyzer is currently in use by numerous federal, state, county, and municipal law enforcement agencies throughout the country. The TruNarc Handheld Narcotic Analyzer has a proven track record in accuracy and dependability, and this analyzer will be an extremely valuable safety tool used by our officers investigating suspected drug traffickers.

BUDGET/STAFF IMPACT:

This is a budgeted purchase with non-matching grant funds provided by the Arkansas Department of Public Safety tracked via project number 32209.2301 in the City's project accounting system. This purchase has no impact on staffing.

Attachments:

Sales Quotation

GSA #GS-07F-6099R

Resolution #298-23

Sales Quotation

Quote Number	Created Date	Exp. Delivery Terms	Page
00407566	01/25/2024	ARO	1 / 8
Contact:	Phone	Payment Term	Valid To
Scott Fitzpatrick	(979) 777-2874	Net 30	03/15/2024
Inco Terms		Shipping Method	
FOB Origin - Tewksbury, MA		Fed Ex 2nd Day	

Thermo Scientific Portable Analytical Instruments Inc.

2 Radcliff Rd
Tewksbury, Massachusetts 01876
United States

Submitted To:

Jacob Lawson
4th Judicial District Drug Task Force
1800 N. Stephen Carr Memorial Blvd.
Fayetteville, Arkansas 72701
United States

Phone:

Email: jlawson@fayetteville-ar.gov

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an Order:

Contact: Scott Fitzpatrick
Phone: (979) 777-2874
Fax:
Email: scott.fitzpatrick@thermofisher.com
Additional instructions, terms & conditions on last page

GSA Contract No. GS-07F-6099R

Contract period: March 26, 2010 - September 28, 2025
SIN 334519
SIN 339999E

When placing a purchase order against this quote, please use the Mandatory PO language for state/local orders using the Cooperative Purchasing Program as follows:

"This order is placed under GSA contract number GS-07F-6099R under the authority of the GSA Cooperative Purchasing Program. In the event of a conflict between the terms of this order and those of the GSA Schedule, GSA's terms shall govern."

Pos.	Product Code	Product Name	List Price	Disc %	Sales Price	Quantity	Total Price
1.00	810-01462-01	TruNarc Solution Kit (Type H) - 100, English	USD 704.00	0.00%	USD 704.00	1.00	USD 704.00
	Open Market Item	TruNarc Solution Kit (Type H) for identification of Heroin and other special narcotics. Kit includes 100 Test Sticks and 100 Solution Vials with Ethanol. Note that because of the Ethanol, this product ships as a Hazardous Goods shipment. The shelf life for Type H-sticks is approximately one year from shipment.					
2.00	800-01045-01	TruNarc, Unlimited, Warranty - 5 Yrs, Train-12	USD 38,500.00	6.30%	USD 36,075.57	1.00	USD 36,075.57
	GSA Item	TruNarc Unlimited Model with 5 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the					

When applicable, commodities, technology, or software to be provided in furtherance of this order shall be exported from the United States in accordance with applicable U.S. export laws or regulations. Diversion contrary to US law prohibited. Unless otherwise agreed to in writing, Thermo Scientific Portable Analytical Instruments Inc. terms and conditions shall apply and take precedence.

instrument. Includes TruNarc on-site instructor led training for
up to 12 students within the Continental United States
(CONUS) - expires 9 months after date of purchase.

Subtotal: USD 39,204.00

Discount: USD 2,424.43

Total: USD 36,779.57

Important Note: Please issue POs to Thermo Scientific Portable Analytical Instruments Inc

Federal Tax ID No.: 01-0650031

CAGE CODE: 392A9

DUNS #: 11-289-3131

Bank of America ABA# for Wire Payments: 026 009 593

Bank of America ABA# for ACH Payments: 111 000 012

Beneficiary Account Number: 4426843850

Acceptance of Purchase

By signing below, you (i) warrant that you are an authorized representative of your company, (ii) agree that the Thermo Scientific Portable Analytical I attached hereto (the "Terms and Conditions") shall supersede any preprinted terms and conditions, in their entirety, contained in any purchase order Conditions shall exclusively govern the transaction(s) contemplated hereby

		479-575-8330
Signature of authorized company representative	Date	Phone#
Lioneld Jordan	Mayor	mayor@fayetteville-ar.gov
Print Name	Title	Email
Model #	Amount + S&H	Purchase Order
E-mail to:	Fax to: 1-877-680-2568	

PAIGlobalCustomerService@thermofisher.com

Order Processing Address:

scott.fitzpatrick@thermofisher.com

Thermo Scientific Portable Analytical Instruments Inc

2 Radcliff Road

Tewksbury, MA 01876

Remit check Payment To:

Thermo Scientific Portable Analytical Instruments Inc

PO Box 415918

Boston, MA 02241-415918

Payment Details

Method of Payment

☐ Net 30 (Attach Credit Application & Credit References)

☐ Credit Card

☐ Check

☐ Wire Transfer

Sales Tax Application

☐ Yes Apply Sales Tax

☐ No

- If no, you must provide a copy of your tax exemption certificate along with your purchase order.

****Please contact your customer service representative with your credit card information. (Do not send any credit card info via email or fax.)****

Address Verification

Please make corrections if necessary below:

Bill to:

1800 N. Stephen Carr Memorial Blvd.

Fayetteville, Arkansas 72701

United States

Ship to:

, 72701

Additional Options / Accessories

Please use the space below to note any additional options and/or accessories you wish to add from the attached sheets that are not included in the above quotation.

THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC – TERMS AND CONDITIONS OF SALE

Last revised November 2019

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Thermo Scientific Portable Analytical Instruments Inc ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this agreement (the "Agreement") differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.

2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions, which are not part of Seller's original price quotation.

3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction. Buyer shall be solely responsible for obtaining any and all necessary licenses, registrations, certificates, permits, approvals or other authorizations required by federal, state or local statute, law or regulation pertaining to the use or possession of the products contemplated herein that include radioactive isotopes, or x-ray tubes if any.

Buyer shall pay Seller such surcharges, or other fees, in respect of the sale of Products hereunder as Seller deems necessary and appropriate (in Seller's sole, good-faith, reasonable discretion) to account for changes in the cost to product, develop, market, or sell the Products to Buyer hereunder (whether as the result of the imposition of tariffs or otherwise). All such surcharges must be paid by Buyer in accordance with the payment terms set forth herein. Buyer agrees that such surcharges, or other fees, or any termination thereof, shall take effect immediately upon written notice thereof by Seller to Buyer. In the event that Seller's quote and/or order acknowledgement set forth surcharges, those documents shall be considered adequate written notice to Buyer that said surcharges are Buyer's responsibility. Any such surcharges shall not constitute an increase in the Price(s) of any Products or Services sold under this Agreement.

4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.

5. **DELIVERY CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without prior written consent of seller.

6. **RETURN OF PRODUCTS/RESTOCKING CHARGE.** Buyer must obtain permission from Seller prior to returning Products. The request must be received within ten (10) days of receipt of the Products. Older items, service parts, and discontinued items cannot be returned for credit. In order to obtain a RMA number, Buyer must contact Seller's customer support. Seller, in its discretion, may impose a twenty (20%) percent restocking charge of the price paid for any item authorized for return for credit.

7. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier irrespective of which Party's carrier is used for the transport or the manner of payment ascribed to the transport; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.

8. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). During the Warranty Period, Seller agrees, in its sole discretion, to repair or replace, Products and/or provide additional parts or services as reasonably necessary to cause the same to perform in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and /or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become

the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. If Seller elects to repair defective device instruments, Seller may, in its sole discretion, provide a replacement loaner instrument to Buyer as necessary for use while the instruments are being repaired. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this Warranty shall pay Seller therefor at Seller's then prevailing time and materials rates.

ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

9. INDEMNIFICATION

9.1. By Seller. Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section.

Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

9.2. By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

10. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LIABILITY OF SELLER UNDER THESE TERMS AND CONDITIONS (WHETHER BY REASON OF BREACH OF CONTRACT, TORT, INDEMNIFICATION, OR OTHERWISE, BUT EXCLUDING LIABILITY OF SELLER FOR BREACH OF WARRANTY (THE SOLE REMEDY FOR WHICH SHALL BE AS PROVIDED UNDER SECTION 8 ABOVE)) SHALL NOT EXCEED AN AMOUNT EQUAL TO THE LESSER OF (A) THE TOTAL PURCHASE PRICE THEREFORE PAID BY BUYER TO SELLER WITH RESPECT TO THE PRODUCT(S) GIVING RISE TO SUCH LIABILITY OR (B)

ONE MILLION DOLLARS (\$1,000,000). NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT SHALL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF USE OF FACILITIES OR EQUIPMENT, LOSS OF REVENUE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF GOODWILL), REGARDLESS OF WHETHER SELLER (a) HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR (b) IS NEGLIGENT

12. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported by the Buyer or to be exported by the Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents

13. HAZARDOUS MATERIALS. Some Products may require special packaging, labeling, marking and handling. Carriers may add additional freight charges for the handling or transporting of these materials. The consolidating of such material with other Products may be prohibited. Additional freight charges will be billed per Seller's shipping terms. Be sure to advise Seller of shipping instructions for these hazardous materials to reduce your freight costs

14. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement. (c) Both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for non-clinical, non-diagnostic, non-therapeutic use only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, in vitro diagnostic uses, ex vivo or in vivo therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other (j) Seller hereby rejects and disclaims any rights of Buyer contained, or obligations imposed upon Seller, in any document provided, referenced or otherwise submitted by Buyer, in each case, that Seller has not expressly included in these [terms and conditions] or a writing manually executed by Seller (including, without limitation, any rights of Buyer in respect of designs, specifications, source code or intellectual property, owned, created, developed or licensed, by Seller; any rights to items or services not specifically identified in Seller's quotation; any audit rights or financial offset rights of Buyer; any penalties or liquidated damages imposed upon Seller; any obligation by Seller to comply with Health Insurance Portability and Accountability Act of 1996 (as amended), Current Good Manufacturing Practice regulations (as amended), the requirements, as amended, of the Customs-Trade Partnership Against Terrorism or any code of conduct, quality program, information security program, background or drug screening program or other guidelines, programs or policies, in each case, promulgated or required by Buyer; any obligation that Seller comply with any law that, under law, would not otherwise apply to Seller in respect of the transaction(s) contemplated hereby; any right of Buyer to withhold all, or any portion, of the purchase price of any products or services provided hereunder for any period of time; any right of Buyer, itself or through any third party, to remediate any defects in, replace or re-perform, any products or services provided hereunder at Seller's cost or expense; any obligation of Seller to waive, or require its insurers to waive, any rights of subrogation; any obligation of Seller that would impair, restrict or prohibit Seller's ability to freely conduct any business with any person or in any geography or market; any early-payment, or other, discount; any obligation of Seller to maintain a supply of spares, or otherwise make any services available, for any particular period of time; any representation, warranty or other obligation of Seller to provide pricing comparable to, or more favorable than, the pricing that Seller provides to others; any restriction of, or prohibition on, Seller's ability to modify, change or discontinue any of its products, processes or services; or any waiver by Seller of any right to enforce any of the terms hereof).

15. SOFTWARE-AS-A-SERVICE TRANSACTIONS. IF YOU ARE PURCHASING ANY PRODUCTS PROVIDED BY SELLER HEREUNDER AND DESCRIBED IN THE RELEVANT QUOTATION OR PURCHASE ORDER AS A SUBSCRIPTION TO ANY THERMO FISHER SOFTWARE-AS-A-SERVICE OFFERING (ANY SUCH PRODUCT, HEREINAFTER, A "SUBSCRIPTION"), THEN IN RESPECT OF SUCH SUBSCRIPTION(S) ONLY

(a) The following terms and conditions of this Agreement shall not apply: Sections 6-7, 9.1, and 13.

(b) The following terms and conditions of this Agreement shall be modified as set forth below:

(i) Section 5 shall be replaced in its entirety with the following:

5. CANCELLATION OR CHANGES BY BUYER. Seller reserves the right to suspend or terminate the Buyer's Subscription(s), in whole or in part, if Buyer fails to make any payment to Seller when due, otherwise fails to perform its obligations hereunder, or fails to comply with the Seller's Terms of Use agreement agreed to by Buyer and governing Buyer's use of the Subscription(s), as in effect from time to time (the "Terms of Use"). Seller will not be liable for any loss or damage resulting from any delay in activation of the Subscription(s) or failure to activate the Subscription(s) which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the activation of the Subscription(s) within a reasonable period of time, and Buyer will not be entitled to refuse payment or otherwise be relieved of any obligations as the result of such delay. Orders in process may be canceled only with Seller's written consent and upon

payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as an appropriate adjustment in the purchase price therefor.

(ii) Section 8 shall be replaced in its entirety with the following:

8. WARRANTY. BUYER AGREES AND ACKNOWLEDGES THAT THE SUBSCRIPTIONS ARE SOLD "AS-IS", WITH NO WARRANTIES EXPRESSED OR IMPLIED. SELLER DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, ORAL OR WRITTEN, WITH RESPECT TO THE SUBSCRIPTIONS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

(iii) Section 10 shall be replaced in its entirety with the following:

10. SOFTWARE. This Agreement shall not be construed to grant to Buyer any patent license, know-how license or any other rights except as specifically provided herein. Buyer agrees and acknowledges that, by virtue of its purchase of the Subscriptions hereunder, it does not acquire any intellectual property rights (whether by license, assignment, or otherwise) of Seller, including without limitation any rights to the Subscriptions or related software or hardware systems (except for the limited right to use the Subscription subject to the terms and conditions set forth herein). Buyer shall not reverse engineer or copy the design, algorithms, or code, or any components thereof, of any information related to the Subscriptions for any purpose.

(iv) In Section 11, the language "ONE MILLION DOLLARS (\$1,000,000)" shall be replaced with "TEN THOUSAND DOLLARS (\$10,000)".

(c) The following additional terms and conditions shall apply

TERMS OF USE. Buyer hereby acknowledges and agrees that it shall comply with all terms and conditions of the Terms of Use, and that Buyer's use of the Subscription in violation of any such terms and/or conditions shall entitle Seller, without prejudice to any other remedies that may be available to Seller at law or in equity, to terminate Buyer's use of the Subscription(s) effective immediately. Buyer further agrees and acknowledges that it shall not be entitled to any refund of any portion of the purchase price paid in respect of Subscription(s) cancelled by Seller pursuant to Seller's rights under this Section and/or the Terms of Use. Buyer's rights to use these Subscription will begin upon Seller's transmission to Buyer of Subscription link and end 12 months from this date unless otherwise terminated by Seller. In the event of any conflict between this Agreement and the Terms of Use, the Terms of Use shall control.

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE
CATALOG/PRICE LIST**

**Multiple Award Schedule
Security and Protection - Protective and Testing Equipment**

Thermo
SCIENTIFIC

**Contract Number: GS-07F-6099R
Period Covered by Contract: September 29, 2020 THROUGH September 28, 2025
Contract Administrator: Annette Blumer
Telephone: (315) 516-4813
Fax: (978) 670-7430**

**THERMO SCIENTIFIC PORTABLE ANALYTICAL INSTRUMENTS INC.
2 Radcliff Road
Tewksbury, MA 01876**



Contract Holder

Business Size: Large

Effective through Modification PS-0125, dated February 7, 2023

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The INTERNET address for GSA Advantage! is: <http://GSAAAdvantage.gov>.

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Information for Ordering Activities

General Terms and Conditions:

1a. Awarded Special Item Numbers (SIN):

<u>SIN</u>	<u>COOP</u> <u>PURCH</u>	<u>DISAST</u> <u>PURCH</u>	<u>Description</u>
334519			Bomb and Hazardous Material Disposal; Metal and Bomb Detection - Includes products necessary for bomb and hazardous material disposal, including protective and detective equipment. NOTE: (1) Subject to Cooperative Purchasing. (2) State and units of local government having a certified State Point of Contact may use the 1122 Program to purchase products under this SIN.
339999E			Evidence Collection and Investigative Equipment and Supplies - Includes evidence collection and investigative equipment, such as supplies for finger/palmprioting, forensic investigation, lie detectors, evidence collection containers, etc. NOTE: (1) Subject to Cooperative Purchasing. (2) State and units of local government having a certified State Point of Contact may use the 1122 Program to purchase products under this SIN.
OLM			OLMs are supplies and/or services acquired in direct support of an individual task or delivery order placed against a Schedule contract or BPA. OLM pricing is not established at the Schedule contract or BPA level, but at the order level. Since OLMs are identified and acquired at the order level, the ordering contracting officer (OCO) is responsible for making a fair and reasonable price determination for all OLMs. OLMs are procured under a special ordering procedure that simplifies the process for acquiring supplies and services necessary to support individual task or delivery orders placed against a Schedule contract or BPA. Using this new procedure, ancillary supplies and services not known at the time of the Schedule award may be included and priced at the order level.

1b. Lowest Priced Model Number and Price for each SIN:

<u>SIN</u>	<u>Part No.</u>	<u>GSA Net Price</u>
334519	820-00237-GM	\$2,492.49
339999E	820-01026-01	\$157.42

2. Maximum Order: All SINs \$250,000.00 per SIN/per order

If the "Best Value" selection places your order over this Maximum Order, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404.

3. Minimum Order: \$100.00
4. Geographic Coverage: Worldwide
5. Points of Production: Tewksbury, MA (Middlesex County)
6. Basic Discount: Prices shown herein are GSA Net
7. Quantity Discount(s): Additional 1% for any order of 6+ Units

8.	Prompt Payment Terms:	NET 30 Days
9.	Foreign Items:	None
10a.	Time of Delivery:	90 Days ARO
10b.	Expedited Delivery:	Contact Contractor
10c.	Overnight and 2-Day Delivery:	Contact Contractor's Representative for available rates
10d.	Urgent Requirements:	Agencies can contact the contact Contractor's representative to affect a faster delivery. Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.
11.	FOB Point:	CONUS - FOB Origin, Prepaid and Allowed OCONUS - FOB Origin, Prepay and ADD
12a.	Ordering Address:	Thermo Scientific Portable Analytical Instruments Inc. 2 Radcliff Road Tewksbury, MA 01876 Tel: (315) 516-4813 Fax: (978) 670-7430
12b.	Ordering Procedures:	For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's), and a sample BPA can be found at the GSA/FSS Schedule homepage (fss.gsa.gov/schedules).
13.	Payment Address:	Thermo Scientific Portable Analytical Instruments Inc. PO Box 415918 Boston MA 02241-5918
14.	Warranty Provision:	Standard Commercial - Contact Contractor for a copy of the warranty
15.	Export Packing Charges:	N/A
16.	Terms and Conditions Applicable to Rental, Maintenance and Repair:	N/A
17.	Terms and Conditions Applicable to Installation:	N/A
18a.	Terms and Conditions Applicable to Repair Parts:	N/A
18b.	Terms and Conditions Applicable to any other Services:	N/A
19.	List of Service and Distribution points:	N/A
20.	List of Participating Dealers:	
21.	Preventative Maintenance:	N/A
22a.	Environmental Attributes e.g., recycled, content, energy efficiency, and/or reduced Pollutants:	N/A
22b.	Section 508 Compliance Information:	N/A
23.	Unique Entity Identifier (UEI) number:	G9NEBUJJYE13
24.	Notification regarding registration in System for Award Management (SAM) database:	Registered

Thermo Scientific Portable Analytical Instruments, Inc.
Authorized FAS GSA Schedule Pricelist

SIN	Part no	Product Name	Product Description	GSA Price
TruNarc (Unlimited)				
339999E	800-01011-01	TruNarc, Unlimited, Warranty - 1 Yr	TruNarc Unlimited Model with 1 year of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library	\$ 25,768.26
339999E	800-01012-01	TruNarc, Unlimited, Warranty - 2 Yrs	TruNarc Unlimited Model with 2 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library	\$ 28,017.13
339999E	800-01013-01	TruNarc, Unlimited, Warranty - 3 Yrs	TruNarc Unlimited Model with 3 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 30,078.59
339999E	800-01014-01	TruNarc, Unlimited, Warranty - 4 Yrs	TruNarc Unlimited Model with 4 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 31,109.32
339999E	800-01015-01	TruNarc, Unlimited, Warranty - 5 Yrs	TruNarc Unlimited Model with 5 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 33,077.08
339999E	800-01041-01	TruNarc, Unlimited, Warranty - 1 Yr, Train-12	TruNarc Unlimited Model with 1 year of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students.	\$ 29,047.86
339999E	800-01042-01	TruNarc, Unlimited, Warranty - 2 Yrs, Train-12	TruNarc Unlimited Model with 2 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students.	\$ 30,172.29
339999E	800-01043-01	TruNarc, Unlimited, Warranty - 3 Yrs, Train-12	TruNarc Unlimited Model with 3 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students.	\$ 32,702.27
339999E	800-01044-01	TruNarc, Unlimited, Warranty - 4 Yrs, Train-12	TruNarc Unlimited Model with 4 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students.	\$ 33,920.40
339999E	800-01045-01	TruNarc, Unlimited, Warranty - 5 Yrs, Train-12	TruNarc Unlimited Model with 5 years of warranty. Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument. Includes TruNarc on-site instructor led training for up to 12 students.	\$ 36,075.57
TruNarc (Unlimited), Warranty				
339999E	820-01051-01	TruNarc, Unlimited, Warranty Renewal - 1 Yr	TruNarc Warranty for 1 year for unlimited units (for Instruments up to 5th year). Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library	\$ 1,770.98
339999E	820-01052-01	TruNarc, Unlimited, Warranty Renewal - 2 Yrs	TruNarc Warranty for 2 years for unlimited units (for Instruments up to 5th year). Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 3,476.37
339999E	820-01053-01	TruNarc, Unlimited, Warranty Renewal - 3 Yrs	TruNarc Warranty for 3 years for unlimited units (for Instruments up to 5th year). Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 5,270.78
339999E	820-01054-01	TruNarc, Unlimited, Warranty Renewal - 4 Yrs	TruNarc Warranty for 4 years for unlimited units (for Instruments up to 5th year). Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 7,191.69
339999E	820-01055-01	TruNarc, Unlimited, Warranty Renewal - 5 Yrs	TruNarc Warranty for 5 years for unlimited units (for Instruments up to 5th year). Includes factory repair, loaner units when available and 24/7 technical support. Companion PC TruNarc admin software, unlimited access to TruNarc eLearning course and free basic software updates to core narcotics library are provided for the life of the instrument.	\$ 8,925.19
339999E	820-00333-01	TruNarc, Unlimited, Warranty extension	TruNarc, Unlimited, 1-year warranty extension between Year 6 and 11	\$ 1,845.94
339999E	820-01026-01	TruNarc, Unlimited, Warranty Renewal - 1 Month	TruNarc, Unlimited, Warranty Renewal - 1 Month	\$ 157.42
TruNarc, Training				

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SIN	Part no	Product Name	Product Description	GSA Price
339999E	820-01031-01	TruNarc Training (On-Site, up to 12 Students)	TruNarc on-site Instructor led training for up to 12 students.	\$ 3,298.34
FirstDefender RM Instrument (Gray Boot)				
334519	800-00171-01	FirstDefender RM S1, English, Gray Boot	FirstDefender RM Handheld Identification system for solids and liquids, Includes 1 year warranty and support and On-site training	\$ 64,186.40
334519	800-00172-01	FirstDefender RM S2, English, Gray Boot	FirstDefender RM Handheld Identification system for solids and liquids, includes 2 years warranty and support and On-site training	\$ 68,028.21
334519	800-00173-01	FirstDefender RM S3, English, Gray Boot	FirstDefender RM Handheld Identification system for solids and liquids, includes 3 years warranty and support and On-site training	\$ 73,088.16
334519	800-00174-01	FirstDefender RM S4, English, Gray Boot	FirstDefender RM Handheld Identification system for solids and liquids, includes 4 years warranty and support and On-site training	\$ 77,117.38
334519	800-00175-01	FirstDefender RM S5, English, Gray Boot	FirstDefender RM Handheld Identification system for solids and liquids, includes 5 years warranty and support and On-site training	\$ 80,490.68
334519	800-00492-01	FirstDefender RM S2-T, English, Gray Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 2 year Warranty and Support. This part number does not include on-site training.	\$ 66,154.16
FirstDefender RM Instrument (Orange Boot)				
334519	800-00661-01	FirstDefender RM S1, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 1 year Warranty, 1 year Support, On-site Training (expires 9 months after date of purchase). Extended Libraries.	\$ 64,186.40
334519	800-00662-01	FirstDefender RM S2, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 2 years Warranty, 2 years Support, On-site Training (expires 9 months after date of purchase). Extended Libraries.	\$ 68,028.21
334519	800-00663-01	FirstDefender RM S3, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 3 years Warranty, 3 years Support, On-site Training (expires 9 months after date of purchase). Extended Libraries.	\$ 73,088.16
334519	800-00664-01	FirstDefender RM S4, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 4 years Warranty, 4 years Support, On-site Training (expires 9 months after date of purchase). Extended Libraries.	\$ 77,117.38
334519	800-00665-01	FirstDefender RM S5, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 5 years Warranty, 5 years Support, On-site Training (expires 9 months after date of purchase). Extended Libraries.	\$ 80,490.68
334519	800-00681-01	FirstDefender RM S1-T, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 1 year Warranty and Support. This part number does not include on-site training.	\$ 63,249.37
334519	800-00682-01	FirstDefender RM S2-T, English, Orange Boot	FirstDefender RM - Rugged handheld chemical identification system. Including 2 years Warranty and Support. This part number does not include on-site training.	\$ 66,154.16
FirstDefender RM Support				
334519	820-00106-RM	FirstDefender RM Support - 1 Year	1 Year Extension of Support	\$ 4,029.22
334519	820-00109-RM	FirstDefender RM Support - 2 Years	2 Year Extension of Support	\$ 7,730.48
334519	820-00022-RM	FirstDefender RM Support - 3 Years	3 Year Extension of Support	\$ 10,963.22
334519	820-00112-RM	FirstDefender RM Support - 4 Years	4 Year Extension of Support	\$ 12,930.98
334519	820-00129-RM	FirstDefender RM Support - 5 Years	5 Year Extension of Support	\$ 14,195.97
334519	820-00237-RM	FirstDefender RM Software-Only - 1 Year	FirstDefender RM Software Only, Application and Library	\$ 2,689.27
FirstDefender RM Warranty				
334519	820-00107-RM	FirstDefender RM Warranty - 1 Year	1 Year Extension of Warranty	\$ 2,604.94
334519	820-00110-RM	FirstDefender RM Warranty - 2 Years	2 Year Extension of Warranty	\$ 5,762.72
334519	820-00023-RM	FirstDefender RM Warranty - 3 Years	3 Year Extension of Warranty	\$ 9,463.98
334519	820-00113-RM	FirstDefender RM Warranty - 4 Years	4 Year Extension of Warranty	\$ 13,399.50
334519	820-00116-RM	FirstDefender RM Warranty - Years 4 & 5	2 Year Extension of Warranty for Years 4 & 5	\$ 8,620.65
334519	820-00125-RM	FirstDefender RM Warranty - Year 4 or 5	1 Year Extension of Warranty for Year 4	\$ 4,591.44
334519	820-00130-RM	FirstDefender RM Warranty - 5 years	5 Year Extension of Warranty	\$ 17,381.86
334519	820-00317-01	FirstDefender RM warranty extension	FirstDefender RM One Year warranty extension between year 6 and 11	\$ 3,541.96
FirstDefender RM Warranty/Support				
334519	820-00105-RM	FirstDefender RM Warranty/Support - 1 Year	1 Year Extension of Warranty & Support	\$ 6,254.66
334519	820-00108-RM	FirstDefender RM Warranty/Support - 2 Years	2 Year Extension of Warranty & Support	\$ 12,275.06
334519	820-00021-RM	FirstDefender RM Warranty/Support - 3 Years	3 Year Extension of Warranty & Support	\$ 17,335.01
334519	820-00111-RM	FirstDefender RM Warranty/Support - 4 Years	4 Year Extension of Warranty & Support	\$ 21,364.23
334519	820-00128-RM	FirstDefender RM Warranty/Support - 5 Years	5 Year Extension of Warranty & Support	\$ 25,206.05
334519	820-00318-01	FirstDefender RM support extension	FirstDefender RM One Year support extension between year 6 and 11	\$ 2,979.75
FirstDefender RM Warranty/Support/Training				
334519	820-00131-RM	FirstDefender RM Warranty/Support/Training - 1 year	1 Year Extension of Warranty and Support, and (1) 4 hour On-Site Refresher Training Class at end of first year	\$ 10,354.16
334519	820-00132-RM	FirstDefender RM Warranty/Support/Training - 2 years	2 Year Extension of Warranty and Support, and (2) 4 hour On-Site Refresher Training Classes at end of first year	\$ 16,070.03
334519	820-00133-RM	FirstDefender RM Warranty/Support/Training - 3 years	3 Year Extension of Warranty and Support, and (3) 4 hour On-Site Refresher Training Classes at end of first year	\$ 21,083.12
334519	820-00134-RM	FirstDefender RM Warranty/Support/Training - 4 years	4 Year Extension of Warranty and Support, and (4) 4 hour On-Site Refresher Training Classes at end of first year	\$ 24,924.94

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SIN	Part no	Product Name	Product Description	GSA Price
334519	820-00135-RM	FirstDefender RM Warranty/Support/Training 5 years	5 Year Extension of Warranty and Support, and (5) 4 hour On-Site Refresher Training Classes at end of first year	\$ 28,954.16
FirstDefender RM Training				
334519	820-00122-01	FirstDefender RM On-Site Training	On-site Training (expires 9 months after purchase) - up to 10 attendees per customer	\$ 4,085.44
FirstDefender RMX Instrument (Gray Boot)				
334519	800-00211-01	FirstDefender RMX S1, English, Gray Boot	FirstDefender RMX S1 - Handheld Identification system with remote mode functionality for solids and liquids. Includes 1 year Warranty and Support and on-site training.	\$ 71,682.62
334519	800-00212-01	FirstDefender RMX S2, English, Gray Boot	FirstDefender RMX S2 - Handheld Identification system with remote mode functionality for solids and liquids. Includes 2 years Warranty and Support and on-site training.	\$ 76,086.65
334519	800-00213-01	FirstDefender RMX S3, English, Gray Boot	FirstDefender RMX S3 - Handheld Identification system with remote mode functionality for solids and liquids. Includes 3 years Warranty and Support and on-site training.	\$ 82,458.44
334519	800-00214-01	FirstDefender RMX S4, English, Gray Boot	FirstDefender RMX S4 - Handheld Identification system with remote mode functionality for solids and liquids. Includes 4 years Warranty and Support and on-site training.	\$ 85,082.12
334519	800-00215-01	FirstDefender RMX S5, English, Gray Boot	FirstDefender RMX S5 - Handheld Identification system with remote mode functionality for solids and liquids. Includes 5 years Warranty and Support and on-site training.	\$ 89,111.34
334519	800-00502-01	FirstDefender RMX S2-T, English, Gray Boot	FirstDefender RMX - Rugged handheld chemical identification system. Including 2 years Warranty and Support. This part number does not include on-site training.	\$ 74,681.11
FirstDefender RMX Support				
334519	820-00106-RX	FirstDefender RMX Support - 1 Year	1 Year Extension of Support	\$ 4,010.48
334519	820-00109-RX	FirstDefender RMX Support - 2 Years	2 Year Extension of Support	\$ 7,730.48
334519	820-00022-RX	FirstDefender RMX Support - 3 Years	3 Year Extension of Support	\$ 10,963.22
334519	820-00112-RX	FirstDefender RMX Support - 4 Years	4 Year Extension of Support	\$ 12,977.83
334519	820-00129-RX	FirstDefender RMX Support - 5 Years	5 Year Extension of Support	\$ 14,430.23
334519	820-00237-RX	FirstDefender RMX Software-Only - 1 Year	FirstDefender RMX Software Only, Application and Library	\$ 2,679.90
334519	820-00316-01	FirstDefender RMX support extension	FirstDefender RMX One Year support extension between year 6 and 11	\$ 3,064.08
FirstDefender RMX Warranty				
334519	820-00107-RX	FirstDefender RMX Warranty - 1 Year	1 Year Extension of Warranty	\$ 2,679.90
334519	820-00110-RX	FirstDefender RMX Warranty - 2 Years	2 Year Extension of Warranty	\$ 5,645.59
334519	820-00023-RX	FirstDefender RMX Warranty - 3 Years	3 Year Extension of Warranty	\$ 9,463.98
334519	820-00113-RX	FirstDefender RMX Warranty - 4 Years	4 Year Extension of Warranty	\$ 13,399.50
334519	820-00116-RX	FirstDefender RMX Warranty - Years 4 & 5	2 Year Extension of Warranty for Years 4 & 5	\$ 8,620.65
334519	820-00125-RX	FirstDefender RMX Warranty - Year 4 or 5	1 Year Extension of Warranty for Year 4	\$ 4,563.32
334519	820-00130-RX	FirstDefender RMX Warranty - 5 years	5 Year Extension of Warranty	\$ 17,381.86
334519	820-00315-01	FirstDefender RMX warranty extension	1 Year Extension of Warranty between year 6 and 11	\$ 3,654.41
FirstDefender RMX Warranty/Support				
334519	820-00105-RX	FirstDefender RMX Warranty/Support - 1 Year	1 Year Extension of Warranty & Support	\$ 6,699.75
334519	820-00108-RX	FirstDefender RMX Warranty/Support - 2 Years	2 Year Extension of Warranty & Support	\$ 12,275.06
334519	820-00021-RX	FirstDefender RMX Warranty/Support - 3 Years	3 Year Extension of Warranty & Support	\$ 17,335.01
334519	820-00111-RX	FirstDefender RMX Warranty/Support - 4 Years	4 Year Extension of Warranty & Support	\$ 21,551.64
334519	820-00128-RX	FirstDefender RMX Warranty/Support - 5 Years	5 Year Extension of Warranty & Support	\$ 25,206.05
FirstDefender RMX Warranty/Support/Training				
334519	820-00131-RX	FirstDefender RMX Warranty/Support/Training - 1 Year	1 Year Extension of Warranty and Support, and (1) 4 hour On-Site Refresher Training Class at end of first year	\$ 10,354.16
334519	820-00132-RX	FirstDefender RMX Warranty/Support/Training - 2 Years	2 Year Extension of Warranty and Support, and (2) 4 hour On-Site Refresher Training Classes at end of first year	\$ 16,070.03
334519	820-00133-RX	FirstDefender RMX Warranty/Support/Training - 3 Years	3 Year Extension of Warranty and Support, and (3) 4 hour On-Site Refresher Training Classes at end of first year	\$ 21,083.12
334519	820-00134-RX	FirstDefender RMX Warranty/Support/Training - 4 Years	4 Year Extension of Warranty and Support, and (4) 4 hour On-Site Refresher Training Classes at end of first year	\$ 25,112.34
334519	820-00135-RX	FirstDefender RMX Warranty/Support/Training - 5 Years	5 Year Extension of Warranty and Support, and (5) 4 hour On-Site Refresher Training Classes at end of first year	\$ 28,766.75
FirstDefender RMX Training				
334519	820-00123-01	FirstDefender RMX On-Site Training	On-site Training (expires 9 months after purchase) - up to 10 attendees per customer	\$ 4,057.33
TruDefender FTX Instrument (Gray Boot)				
334519	800-00791-01	TruDefender FTX S1, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Including 1 year warranty, 1 year support, On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase)	\$ 67,559.70
334519	800-00792-01	TruDefender FTX S2, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; AnVil sampling capability; and DecisionEngine mixture analysis software. Package includes: 2 year Warranty; 2 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 70,183.38
334519	800-00793-01	TruDefender FTX S3, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; AnVil sampling capability; and DecisionEngine mixture analysis software. Package includes: 3 year Warranty; 3 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 75,149.62

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SIN	Part no	Product Name	Product Description	GSA Price
334519	800-00794-01	TruDefender FTX S4, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 4 year Warranty; 4 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 79,085.14
334519	800-00795-01	TruDefender FTX S5, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 5 year Warranty; 5 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 86,487.66
334519	800-03002-01	TruDefender FTX S2-T, English, Gray Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package Includes: 2 year Warranty; 2 year Support. This part number does not include on-site training.	\$ 71,495.21
TruDefender FTX Instrument (Orange Boot)				
334519	800-00801-01	TruDefender FTX S1, English, Orange Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package Includes: 1 year Warranty; 1 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 67,559.70
334519	800-00802-01	TruDefender FTX S2, English, Orange Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 2 year Warranty; 2 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 69,714.86
334519	800-00803-01	TruDefender FTX S3, English, Orange Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 3 year Warranty; 3 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 75,149.62
334519	800-00804-01	TruDefender FTX S4, English, Orange Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 4 year Warranty; 4 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 79,085.14
334519	800-00805-01	TruDefender FTX S5, English, Orange Boot	TruDefender FTX - Rugged handheld FTIR chemical identification system. Product features: lightweight, rugged and water sealed design; Anvil sampling capability; and DecisionEngine mixture analysis software. Package includes: 5 year Warranty; 5 year Support; and On-site Training (one 4-hour course per instrument for up to 10 students; expires 9 months after date of purchase).	\$ 86,487.66
TruDefender FT/FTI Support				
334519	820-00106-FT	TruDefender FT/FTI/FTX Support - 1 Year	1 Year Extension of Support	\$ 3,973.00
334519	820-00109-FT	TruDefender FT/FTI/FTX Support - 2 Years	2 Year Extension of Support	\$ 7,847.61
334519	820-00022-FT	TruDefender FT/FTI/FTX Support - 3 Years	3 Year Extension of Support	\$ 11,103.78
334519	820-00112-FT	TruDefender FT/FTI/FTX Support - 4 Years	4 Year Extension of Support	\$ 13,212.09
334519	820-00129-FT	TruDefender FT/FTI/FTX Support - 5 Years	5 Year Extension of Support	\$ 14,711.34
334519	820-00237-FT	TruDefender FT/FTI/FTX Software-Only - 1 Year	TruDefender FT/FTI Software Only, Application and Library	\$ 2,736.12
TruDefender FT/FTI Warranty				
334519	820-00107-FT	TruDefender FT/FTI/FTX Warranty - 1 Year	1 Year Extension of Warranty	\$ 2,558.09
334519	820-00110-FT	TruDefender FT/FTI/FTX Warranty - 2 Years	2 Year Extension of Warranty	\$ 5,833.00
334519	820-00023-FT	TruDefender FT/FTI/FTX Warranty - 3 Years	3 Year Extension of Warranty	\$ 9,463.98
334519	820-00113-FT	TruDefender FT/FTI/FTX Warranty - 4 Years	4 Year Extension of Warranty	\$ 13,633.75
334519	820-00116-FT	TruDefender FT/FTI/FTX Warranty - Years 4 & 5	2 Year Extension of Warranty for Years 4 & 5	\$ 8,714.36
334519	820-00125-FT	TruDefender FT/FTI/FTX Warranty - Year 4 or 5	1 Year Extension of Warranty for Year 4	\$ 4,478.99
334519	820-00130-FT	TruDefender FT/FTI/FTX Warranty - 5 Years	5 Year Extension of Warranty	\$ 17,662.97
334519	820-00319-01	TruDefender FTX warranty extension	TruDefender FTX One Year warranty extension between year 6 and 11	\$ 3,682.52
334519	820-00321-01	TruDefender FTXI warranty extension	TruDefender FTXI One Year warranty extension between year 6 and 11	\$ 3,673.15
TruDefender FT/FTI Warranty/Support				
334519	820-00105-FT	TruDefender FT/FTI/FTX Warranty/Support - 1 Year	1 Year Extension of Warranty & Support	\$ 5,879.85
334519	820-00108-FT	TruDefender FT/FTI/FTX Warranty/Support - 2 Years	2 Year Extension of Warranty & Support	\$ 12,556.17
334519	820-00021-FT	TruDefender FT/FTI/FTX Warranty/Support - 3 Years	3 Year Extension of Warranty & Support	\$ 17,616.12
334519	820-00111-FT	TruDefender FT/FTI/FTX Warranty/Support - 4 Years	4 Year Extension of Warranty & Support	\$ 21,739.04
334519	820-00128-FT	TruDefender FT/FTI/FTX Warranty/Support - 5 Years	5 Year Extension of Warranty & Support	\$ 25,674.56

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SIN	Part no	Product Name	Product Description	GSA Price
334519	820-00320-01	TruDefender FTX support extension	TruDefender FTX One Year support extension between year 6 and 11	\$ 3,110.93
334519	820-00322-01	TruDefender FTXi support extension	TruDefender FTXi One Year support extension between year 6 and 11	\$ 3,148.41
TruDefender FT/FTi Warranty/Support/Training				
334519	820-00131-FT	TruDefender FT/FTi/FTX Warranty/Support/Training - 1 Year	1 Year Extension of Warranty and Support, and (1) 4 hour On-Site Refresher Training Class	\$ 10,494.71
334519	820-00132-FT	TruDefender FT/FTi/FTX Warranty/Support/Training - 2 Years	2 Year Extension of Warranty and Support, and (2) 4 hour On-Site Refresher Training Classes	\$ 16,304.28
334519	820-00133-FT	TruDefender FT/FTi/FTX Warranty/Support/Training - 3 Years	3 Year Extension of Warranty and Support, and (3) 4 hour On-Site Refresher Training Classes	\$ 21,551.64
334519	820-00134-FT	TruDefender FT/FTi/FTX Warranty/Support/Training - 4 Years	4 Year Extension of Warranty and Support, and (4) 4 hour On-Site Refresher Training Classes	\$ 25,299.75
334519	820-00135-FT	TruDefender FT/FTi/FTX Warranty/Support/Training - 5 Years	5 Year Extension of Warranty and Support, and (5) 4 hour On-Site Refresher Training Classes	\$ 29,422.67
TruDefender FT/FTi Training				
334519	820-00104-01	TruDefender FT/FTi/FTX On-site Training	On-site Training (expires 9 months after purchase) - up to 10 attendees per customer	\$ 4,010.48
TruDefender FTX, FirstDefender RM Combination Kits (Gray Boots)				
334519	800-03091-01	Handheld Chemical ID Kit, FTX S1 + RM S1, English, Gray Boot	FTX & RM Combo Kit (1 Year W/S)	\$ 123,125.44
334519	800-03092-01	Handheld Chemical ID Kit, FTX S2 + RM S2, English, Gray Boots	FTX & RM Combo Kit (2 Year W/S)	\$ 133,151.64
334519	800-03093-01	Handheld Chemical ID Kit, FTX S3 + RM S3, English, Gray Boots	FTX & RM Combo Kit (3 Year W/S)	\$ 144,302.27
334519	800-03094-01	Handheld Chemical ID Kit, FTX S4 + RM S4, English, Gray Boots	FTX & RM Combo Kit (4 Year W/S)	\$ 151,985.89
334519	800-03095-01	Handheld Chemical ID Kit, FTX S5 + RM S5, English, Gray Boots	FTX & RM Combo Kit (5 Year W/S)	\$ 159,856.93
TruDefender FTX, FirstDefender RMX Combination Kits (Orange Boots)				
334519	800-03101-01	Handheld Chemical ID Kit, FTX S1 + RM S1, English, Orange Boots	FTX & RM Combo Kit (1 Year W/S)	\$ 123,125.44
334519	800-03102-01	Handheld Chemical ID Kit, FTX S2 + RM S2, English, Orange Boots	FTX & RM Combo Kit (2 Year W/S)	\$ 133,151.64
334519	800-03103-01	Handheld Chemical ID Kit, FTX S3 + RM S3, English, Orange Boots	FTX & RM Combo Kit (3 Year W/S)	\$ 144,302.27
334519	800-03104-01	Handheld Chemical ID Kit, FTX S4 + RM S4, English, Orange Boots	FTX & RM Combo Kit (4 Year W/S)	\$ 151,985.89
334519	800-03105-01	Handheld Chemical ID Kit, FTX S5 + RM S5, English, Orange Boots	FTX & RM Combo Kit (5 Year W/S)	\$ 159,856.93
TruDefender FTX, FirstDefender RMX Combination Kits (Gray Boots)				
334519	800-03081-01	Handheld Chemical ID Kit, FTX S1 + RMX S1, English, Gray Boots	FTX & RMX Combo Kit (1 Year W/S)	\$ 129,872.04
334519	800-03082-01	Handheld Chemical ID Kit, FTX S2 + RMX S2, English, Gray Boots	FTX & RMX Combo Kit (2 Year W/S)	\$ 141,022.67
334519	800-03083-01	Handheld Chemical ID Kit, FTX S3 + RMX S3, English, Gray Boots	FTX & RMX Combo Kit (3 Year W/S)	\$ 149,830.73
334519	800-03084-01	Handheld Chemical ID Kit, FTX S4 + RMX S4, English, Gray Boots	FTX & RMX Combo Kit (4 Year W/S)	\$ 157,608.06
334519	800-03085-01	Handheld Chemical ID Kit, FTX S5 + RMX S5, English, Gray Boots	FTX & RMX Combo Kit (5 Year W/S)	\$ 165,385.39
TruDefender FTXi, FirstDefender RM Combination Kits (Gray Boots)				
334519	800-03111-01	Handheld Chemical ID Kit, FTXi S1 + RMX S1, English, Gray Boots	FTXi & RMX Combo Kit (1 Year W/S)	\$ 130,996.47
334519	800-03112-01	Handheld Chemical ID Kit, FTXi S2 + RMX S2, English, Gray Boots	FTXi & RMX Combo Kit (2 Year W/S)	\$ 143,177.83
334519	800-03113-01	Handheld Chemical ID Kit, FTXi S3 + RMX S3, English, Gray Boots	FTXi & RMX Combo Kit (3 Year W/S)	\$ 151,985.89
334519	800-03114-01	Handheld Chemical ID Kit, FTXi S4 + RMX S4, English, Gray Boots	FTXi & RMX Combo Kit (4 Year W/S)	\$ 160,981.36
334519	800-03115-01	Handheld Chemical ID Kit, FTXi S5 + RMX S5, English, Gray Boots	FTXi & RMX Combo Kit (5 Year W/S)	\$ 167,540.55
Gemini				
334519	800-05011-01	Gemini S1, English, Gray Boot	Gemini: Rugged handheld system integrating Raman and FTIR spectroscopy for identification of unknown solid and liquid chemicals and explosives. Including 1 year Warranty, 1 year Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).	\$ 117,409.57
334519	800-05012-01	Gemini S2, English, Gray Boot	Gemini: Rugged handheld system Integrating Raman and FTIR spectroscopy for identification of unknown solid and liquid chemicals and explosives. Including 2 years Warranty, 2 years Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).	\$ 125,655.42

Thermo Scientific Portable Analytical Instruments, Inc.
Authorized FAS GSA Schedule Pricelist

SIN	Part no	Product Name	Product Description	GSA Price
334519	800-05013-01	Gemini S3, English, Gray Boot	Gemini: Rugged handheld system Integrating Raman and FTIR spectroscopy for Identification of unknown solid and liquid chemicals and explosives. Including 3 years Warranty, 3 years Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).	\$ 135,962.72
334519	800-05014-01	Gemini S4, English, Gray Boot	Gemini: Rugged handheld system Integrating Raman and FTIR spectroscopy for Identification of unknown solid and liquid chemicals and explosives. Including 4 years Warranty, 4 years Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).	\$ 142,990.43
334519	800-05015-01	Gemini S5, English, Gray Boot	Gemini: Rugged handheld system Integrating Raman and FTIR spectroscopy for Identification of unknown solid and liquid chemicals and explosives. Including 5 years Warranty, 5 years Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per instrument for up to 12 students. Expires 9 months after date of purchase).	\$ 150,205.54
334519	820-00237-GM	Gemini Software-Only - 1 Year	Gemini Software Only, Application and Library	\$ 2,492.49
334519	820-05071-01	Gemini Support - 1 Year	Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from Initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific Instruments, resulting in optimized analysis precision.	\$ 5,458.19
334519	820-05072-01	Gemini Support - 2 Years	Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from Initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific Instruments, resulting in optimized analysis precision.	\$ 9,065.74
334519	820-05073-01	Gemini Support - 3 Years	Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from Initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific Instruments, resulting in optimized analysis precision.	\$ 12,696.73
334519	820-05074-01	Gemini Support - 4 Years	Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from Initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific Instruments, resulting in optimized analysis precision.	\$ 16,304.28
334519	820-05075-01	Gemini Support - 5 Years	Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from Initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific Instruments, resulting in optimized analysis precision.	\$ 19,958.69
334519	820-05081-01	Gemini Training, On-Site, up to 12 Students, CONUS	On-Site Training within the Continental United States (CONUS). One 4-hour course for up to 12 students. Expires 9 months after date of purchase.	\$ 4,141.66
334519	820-05101-01	Gemini Warranty/Support/Training - 1 year	1 Year Extension of Warranty and Support, and one (1) 4-hour On-Site Refresher Training Class for up to 12 Students. Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from Initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific Instruments, resulting in optimized analysis precision. On-Site Refresher Training within the Continental United States (CONUS; One 4-hour course for up to 12 students. Expires 9 months after date of purchase).	\$ 13,774.31
334519	820-05102-01	Gemini Warranty/Support/Training - 2 years	2 Year Extension of Warranty and Support, and two (2) 4-hour On-Site Refresher Training Classes for up to 12 Students. Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from Initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific Instruments, resulting in optimized analysis precision. On-Site Refresher Training within the Continental United States (CONUS; One 4-hour course for up to 12 students. Expires 9 months after date of purchase).	\$ 21,270.53

Thermo Scientific Portable Analytical Instruments, Inc.
Authorized FAS GSA Schedule Pricelist

SIN	Part no	Product Name	Product Description	GSA Price
334519	820-05103-01	Gemini Warranty/Support/Training - 3 years	3 Year Extension of Warranty and Support, and three (3) 4-hour On-Site Refresher Training Classes for up to 12 Students. Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from Initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific Instruments, resulting in optimized analysis precision. On-Site Refresher Training within the Continental United States (CONUS); One 4-hour course for up to 12 students. Expires 9 months after date of purchase.	\$ 27,736.02
334519	820-05104-01	Gemini Warranty/Support/Training - 4 years	4 Year Extension of Warranty and Support, and four (4) 4-hour On-Site Refresher Training Classes for up to 12 Students. Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from Initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific Instruments, resulting in optimized analysis precision. On-Site Refresher Training within the Continental United States (CONUS); One 4-hour course for up to 12 students. Expires 9 months after date of purchase.	\$ 33,264.48
334519	820-05105-01	Gemini Warranty/Support/Training - 5 years	5 Year Extension of Warranty and Support, and five (5) 4-hour On-Site Refresher Training Classes for up to 12 Students. Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from Initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific Instruments, resulting in optimized analysis precision. On-Site Refresher Training within the Continental United States (CONUS); One 4-hour course for up to 12 students. Expires 9 months after date of purchase.	\$ 37,855.92
334519	820-05111-01	Gemini Warranty/Support - 1 Year	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from Initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific Instruments, resulting in optimized analysis precision.	\$ 10,213.60
334519	820-05112-01	Gemini Warranty/Support - 2 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from Initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific Instruments, resulting in optimized analysis precision.	\$ 17,428.72
334519	820-05113-01	Gemini Warranty/Support - 3 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from Initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific Instruments, resulting in optimized analysis precision.	\$ 24,550.13
334519	820-05114-01	Gemini Warranty/Support - 4 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from Initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific Instruments, resulting in optimized analysis precision.	\$ 30,828.21
334519	820-05115-01	Gemini Warranty/Support - 5 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt. Customer and Software Support. Customer Support Center is available 24/7/365. Staff scientists are on call 24/7/365 to provide comprehensive Reachback support, from Initial assessment to detailed spectral analysis. The latest software and library updates, user guides and training decks are available for easy download from our Customer Support webpage. Chemical library is specifically created using Thermo Scientific Instruments, resulting in optimized analysis precision.	\$ 35,513.35
334519	820-05121-01	Gemini Warranty - 1 Year	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 4,919.40
334519	820-05122-01	Gemini Warranty - 2 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 10,166.75
334519	820-05123-01	Gemini Warranty - 3 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 16,397.98

Thermo Scientific Portable Analytical Instruments, Inc.
Authorized FAS GSA Schedule Pricelist

SIN	Part no	Product Name	Product Description	GSA Price
334519	820-05124-01	Gemini Warranty - 4 Years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 23,800.50
334519	820-05125-01	Gemini Warranty - 5 years	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 31,577.83
334519	820-05131-01	Gemini Warranty - Year 4 or 5	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 8,316.12
334519	820-05132-01	Gemini Warranty - Years 4 & 5	Hardware Warranty. Products returned to the factory will be quickly repaired and returned after receipt.	\$ 15,742.07
334519	810-02351-01	Gemini - HazMaster G3 S/W License Key	Gemini - HazMaster G3 S/W License Key	\$ 3,729.37
334519	820-00323-01	Gemini warranty extension	Gemini One Year warranty extension between year 6 and 11	\$ 6,512.34
334519	820-00324-01	Gemini support extension	Gemini One Year support extension between year 6 and 11	\$ 4,169.77
334519	800-05261-01	Gemini & SPRD-ER Bundle - 1 Year Warranty/Support (Gemini Only)	Gemini: Rugged handheld system Integrating Raman and FTIR spectroscopy for the Identification of unknown solid and liquid chemicals and explosives. Including 1 year Warranty and Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per Instrument for up to 12 students. Expires 9 months after the date of purchase). RadEye SPRD-ER: Spectroscopic personal radiation detector for emergency response professionals, the package includes Lutetium Test Adapter, Desktop holder + USB connection cable, Software package RadEye.exe + RadEyeSpectra, Holster and spare AAA batteries	\$ 102,604.53
334519	800-05262-01	Gemini & SPRD-ER Bundle - 2 Year Warranty/Support (Gemini Only)	Gemini: Rugged handheld system Integrating Raman and FTIR spectroscopy for the Identification of unknown solid and liquid chemicals and explosives. Including 2 year Warranty and Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per Instrument for up to 12 students. Expires 9 months after the date of purchase). RadEye SPRD-ER: Spectroscopic personal radiation detector for emergency response professionals, the package includes Lutetium Test Adapter, Desktop holder + USB connection cable, Software package RadEye.exe + RadEyeSpectra, Holster and spare AAA batteries	\$ 110,569.27
334519	800-05263-01	Gemini & SPRD-ER Bundle - 3 Year Warranty/Support (Gemini Only)	Gemini: Rugged handheld system Integrating Raman and FTIR spectroscopy for the Identification of unknown solid and liquid chemicals and explosives. Including 3 year Warranty and Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per Instrument for up to 12 students. Expires 9 months after the date of purchase). RadEye SPRD-ER: Spectroscopic personal radiation detector for emergency response professionals, the package includes Lutetium Test Adapter, Desktop holder + USB connection cable, Software package RadEye.exe + RadEyeSpectra, Holster and spare AAA batteries	\$ 117,690.68
334519	800-05264-01	Gemini & SPRD-ER Bundle - 4 Year Warranty/Support (Gemini Only)	Gemini: Rugged handheld system Integrating Raman and FTIR spectroscopy for the Identification of unknown solid and liquid chemicals and explosives. Including 4 year Warranty and Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per Instrument for up to 12 students. Expires 9 months after the date of purchase). RadEye SPRD-ER: Spectroscopic personal radiation detector for emergency response professionals, the package includes Lutetium Test Adapter, Desktop holder + USB connection cable, Software package RadEye.exe + RadEyeSpectra, Holster and spare AAA batteries	\$ 120,126.95
334519	800-05265-01	Gemini & SPRD-ER Bundle - 5 Year Warranty/Support (Gemini Only)	Gemini: Rugged handheld system Integrating Raman and FTIR spectroscopy for the Identification of unknown solid and liquid chemicals and explosives. Including 5 year Warranty and Support, and On-Site Training within the Continental United States (CONUS; One 4-hour course per Instrument for up to 12 students. Expires 9 months after the date of purchase). RadEye SPRD-ER: Spectroscopic personal radiation detector for emergency response professionals, the package includes Lutetium Test Adapter, Desktop holder + USB connection cable, Software package RadEye.exe + RadEyeSpectra, Holster and spare AAA batteries	\$ 126,873.55



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

Resolution: 298-23

File Number: 2023-1437

2024 DTF PUBLIC SAFETY EQUIPMENT (GRANT AWARD):

A RESOLUTION TO AUTHORIZE THE ACCEPTANCE OF A NON-MATCHING PUBLIC SAFETY EQUIPMENT GRANT FROM THE ARKANSAS DEPARTMENT OF PUBLIC SAFETY IN THE AMOUNT OF \$40,365.58 FOR THE FOURTH JUDICIAL DISTRICT DRUG TASK FORCE TO PURCHASE A HANDHELD NARCOTICS ANALYZER, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, the Drug Task Force completed an application for a grant to purchase a TruNarc Handheld Narcotics Analyzer in August 2023 and received notice in November that the grant had been awarded.

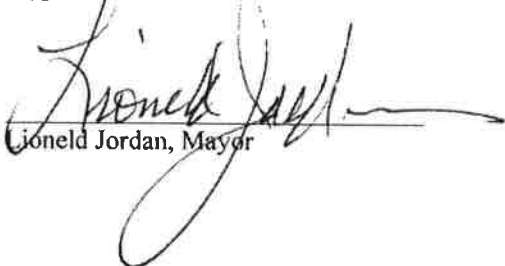
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to accept a non-matching Public Safety Equipment grant from the Arkansas Department of Public Safety in the amount of \$40,365.58 for the Fourth Judicial District Drug Task Force to purchase a TruNarc Handheld Narcotics Analyzer, and to execute any documents necessary to receive the funds.

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.

PASSED and APPROVED on December 19, 2023

Approved:


Lioneld Jordan, Mayor

Attest:


Kara Paxton, City Clerk Treasurer





MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Chris Brown, Public Works Director
SUBJECT: **Create a project budget for an extension of Stearns Street**

RECOMMENDATION:

Staff recommends approval of a budget adjustment to create a project budget for an extension of Stearns Street, between Vantage Drive and Old Missouri Road.

BACKGROUND:

Stearns Street, between Old Missouri Road and Vantage Drive, has been on the Master Street Plan for many years. The eastern segment, connecting to Old Missouri Road, was constructed in the late 1980's as part of a residential development (Brookhollow Subdivision). The western section, connecting to Vantage Drive, was constructed in 2018 as part of a commercial subdivision (Vantage Office Park), leaving a gap of approximately 260 feet between the two constructed segments. Right of way for the unconstructed segment was dedicated in the late 1990's as part of the Bellafont Gardens development. Since that time, the Bellafont Gardens Property Owners's association has used the right of way for maintenance purposes and has constructed a maintenance shed within the right of way.

During the development of the commercial subdivision, an assessment for construction of the connection was charged to each individual development in the subdivision; the amount of the assessment was based the traffic generated by the development as a percentage of the street capacity. A summary of the amounts and dates of assessments are as follows:

LSD 19-6580 Lot 4	3/25/2019 (PC)	\$3,289.92
LSD 19-6720 Lot 1	7/8/2019 (PC)	\$2,735.27
LSD 20-7106 Lot 2	5/28/2020 (SC)	\$6,564.65
LSD-2023-0003 Lot 3	5/22/2023 (PC)	\$8,263.59
Total Assessed		\$20,853.43

It should be noted that the assessment for Lot 2 was approved as either a street or sidewalk connection; the remaining assessments did not speak to this detail.

These funds are time limited and must be spend within 7 years of the date they were collected. Therefore, staff needs to proceed with design and construction of the connection in a timely manner, or the collections will

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

need to be refunded to the lot owners.

Public Comment summary: Due to the history of discussions about this connection during lot development of Vantage Office Park, staff initiated a public feedback process that included an online survey and a public meeting near the connection site on July 31 of this year. Attached is a summary of online survey data collected between July 5 and August 4, 2023. In the online survey, participants were asked to vote on support for a full street connection, or a pedestrian/bike only section. The questions were designed to provide an indication of sentiment for these options, as well as for no connection at all.

The responses were quite polarized, with most responses being either “highly supportive” or “highly opposed” to the connection. The survey included questions regarding respondents’ proximity to and usage of Stearns Street, along with demographic data. As would be expected, those living within a ½ mile of the street were generally supportive than those living further away, indicating concerns regarding traffic impacts to residents along and near the street.

The public meeting held on Stearns Street was mostly attended by those opposed to the street (a poll or survey was not taken; rather, the residents who attended were directed to the online survey). Approximately half of the attendees were residents of Bellafont Gardens, the remaining half resided on Stearns or adjacent streets in the Brookhollow Subdivision. It should be noted that Bellafont Gardens streets will not connect to Stearns; therefore, this neighborhood will not be impacted by additional traffic, nor will it have any additional street access. The only impact will be due to the use of the City right of way that is currently being used for neighborhood maintenance services.

Finally, there was general neighborhood support for sidewalk improvements, and to a lesser extent traffic calming, if the street connection is made.

Planning Commission Review: The Planning Commission reviewed the proposed extension on September 11, 2023. The Planning Commission review was primarily related to the merits of the street connection and the potential traffic impacts, both positive and negative, of the connection. The Planning Commission did not consider cost as a factor or make any recommendation regarding prioritizing the construction of this connection. After much consideration and discussion, the Planning Commission voted 8-1 to forward the confirmation of the Master Street Plan connection of Stearns Street to the Transportation Committee.

Transportation Committee Review: The Transportation Committee reviewed the connection at the September 26, 2023 and the November 28, 2023 Committee meetings. The first meeting, questions were raised about tree impacts, traffic generation estimates, and project costs. After these and other questions were answered in November, the Committee voted 4-0 to recommend approval of the connection to the City Council.

DISCUSSION:

Implementation of the Stearns Street connection would include final design to develop construction level plans, and procurement of a construction contractor for construction. The proposed budget for the project includes the cost of design and construction for the connection. In addition, the Transportation Committee recommended budgeting for additional mitigation trees to be planted at a location to be determined to replace the lost canopy in the project area. 25 trees will need to be removed, and 41 trees are needed to replace this lost canopy. Finally, the Committee recommended sidewalk improvements to and traffic calming on the existing section of Stearns Street to keep traffic speeds low and provide for pedestrian safety.

BUDGET/STAFF IMPACT:

The total budget, including elements described above, is \$480,000. Developer payments of \$20,853 will be used, with the remaining funds taken from sales tax capital improvement funds left over from various projects

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Fayetteville, AR 72701

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in the 2006 Transportation Bond Project.

ATTACHMENTS: SRF (#3), BA (#4), Stearns Information Packet (#5), Stearns Street Extension Concept Map (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2023-1593

Create a project budget for an extension of Stearns Street

A RESOLUTION TO APPROVE A BUDGET ADJUSTMENT TO CREATE A PROJECT BUDGET FOR AN EXTENSION OF STEARNS STREET BETWEEN VANTAGE DRIVE AND OLD MISSOURI ROAD

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, to create a project budget for an extension of Stearns Street between Vantage Drive and Old Missouri Road.

City of Fayetteville Staff Review Form

2023-1593

Item ID

1/16/2024

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

Chris Brown

12/29/2023

ENGINEERING (621)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of a budget adjustment to create a project budget for the extension of Stearns Street, between Vantage Drive and Old Missouri Road.

Budget Impact:

4470.800.8820-5809.00

Sales Tax Capital Improvement Fund

Account Number

Fund

06035.2024.2401

Stearns Street Extension

Project Number

Project Title

Budgeted Item? Yes

Total Amended Budget

\$ 1,760,155.00

Expenses (Actual+Encum)

\$ 285,413.03

Available Budget

\$ 1,474,741.97

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? Yes

Budget Adjustment

\$ 20,853.00

Remaining Budget

\$ 1,495,594.97

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

City of Fayetteville, Arkansas - Budget Adjustment (Agenda)

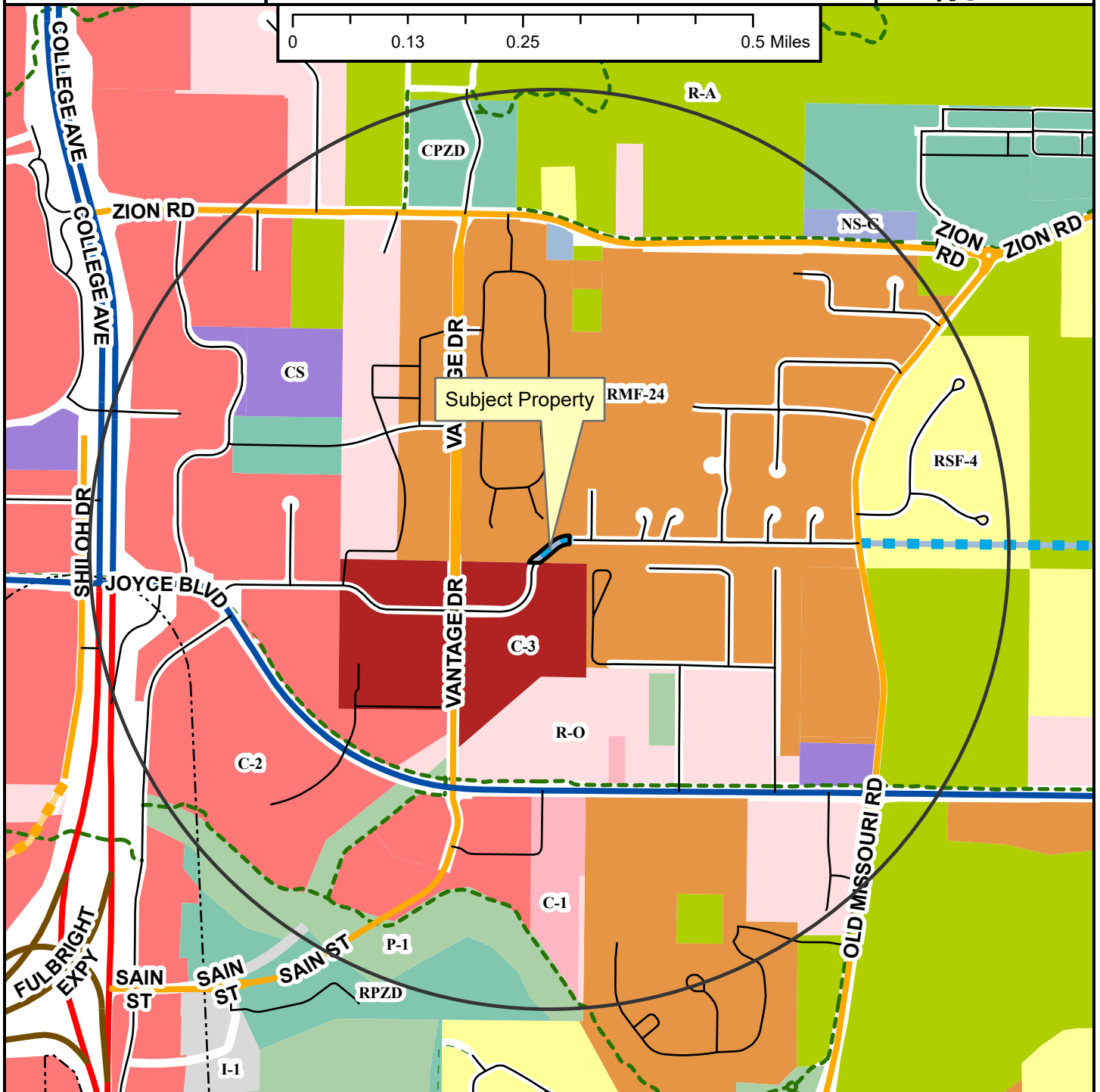
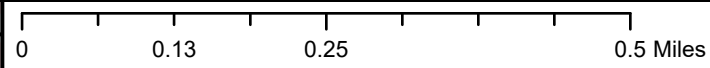
Budget Year	Division	Adjustment Number
2024 (BY)	ENGINEERING (621) /Org2	
	Requestor: Chris Brown	

BUDGET ADJUSTMENT DESCRIPTION / JUSTIFICATION:

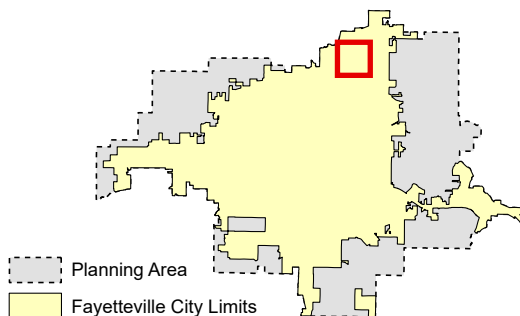
Collection of Funds in Various subprojects under Project 06035 to a new subproject to fund the Stearns Street Extension Project; also to recognize revenue from the offsite escrow account for the project.

	COUNCIL DATE: 1/16/2024
	ITEM ID#: 2023-1593
	<i>Holly Black</i>
	<i>12/29/2023 7:57 AM</i>
	Budget Division Date
	D - (City Council)
	TYPE:
	JOURNAL #:
	GLDATE:
RESOLUTION/ORDINANCE	CHKD/POSTED: /

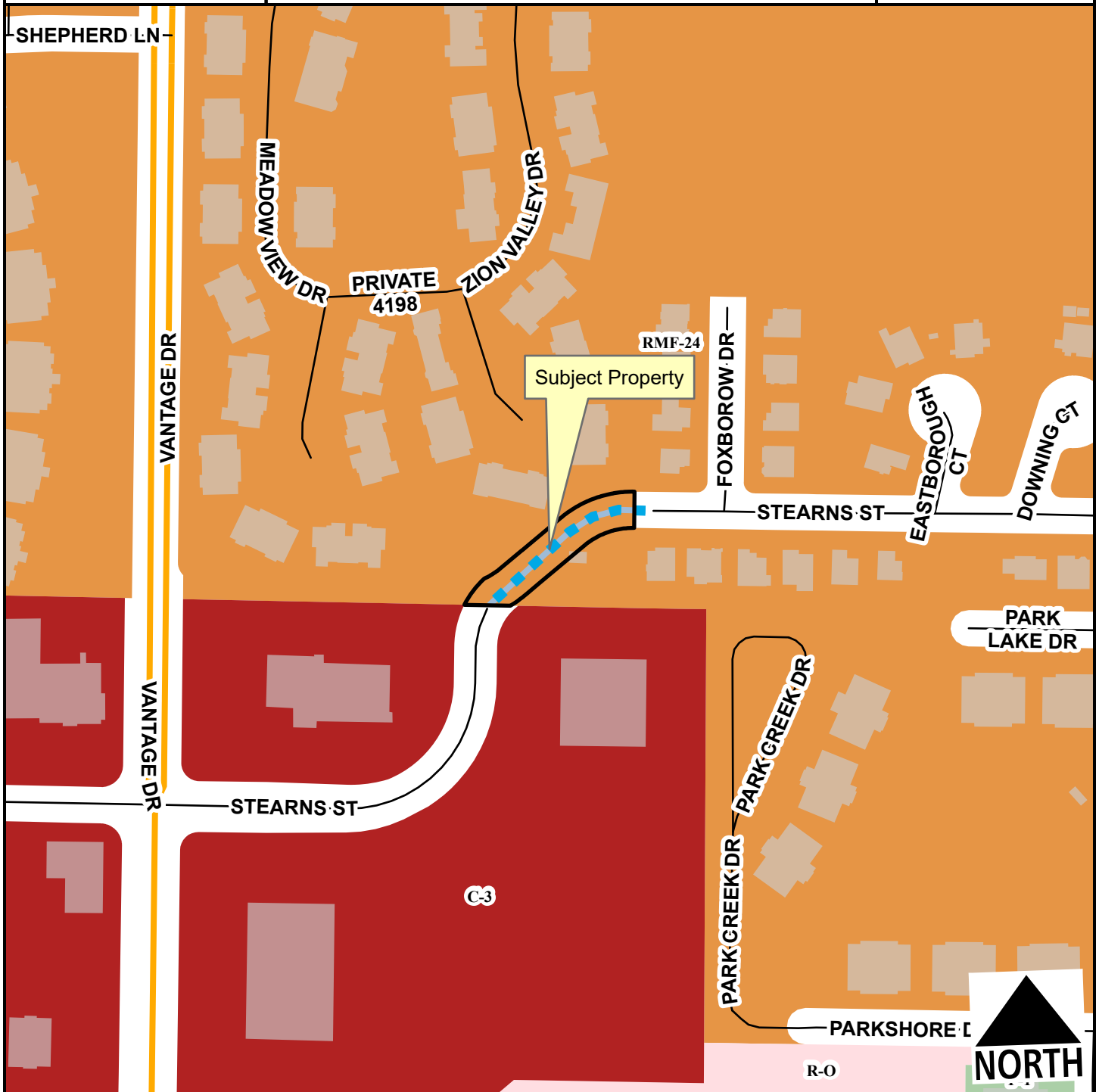
TOTAL	20,853	20,853					v.20231213
	Increase / (Decrease)		Project.Sub#				
Account Number	Expense	Revenue	Project	Sub.Detl	AT	Account Name	
4470.800.8820-5809.00	480,000	-	06035	2024.2401	EX	Improvements - Street	
4470.800.8835-4420.00	-	20,853	06035	2024.2401	RE	Payments by Property Owners - base	
4470.800.8820-5809.00	(85,088)	-	06035	1	EX	Improvements - Street	
4470.800.8820-5809.00	(12,252)	-	06035	3400	EX	Improvements - Street	
4470.800.8820-5810.00	(40,941)	-	06035	3400	EX	Easements	
4470.800.8835-5805.00	(44,844)	-	06035	3100	EX	Land - Acquisition	
4470.800.8835-5809.00	(151,778)	-	06035	3100	EX	Improvements - Street	
4470.800.8835-5809.00	(124,244)	-	06035	4400	EX	Improvements - Street	
	-	-					
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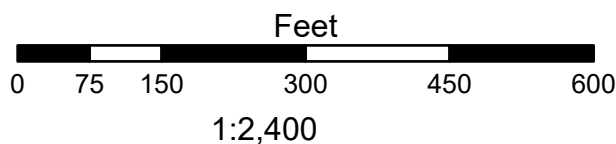
- Regional Link
- Neighborhood Link
- Regional Link - High Activity
- Freeway/Expressway
- Unclassified
- Alley
- Residential Link
- Planned Neighborhood Link
- Planned Residential Link
- Shared-Use Paved Trail
- Trail (Proposed)
- Design Overlay District
- Fayetteville City Limits
- Planning Area



- Zoning**
- RESIDENTIAL SINGLE-FAMILY**
 - NS-G
 - RH-U
 - RI-12
 - NS-L
 - Residential-Agricultural
 - RSF-5
 - RSF-1
 - RSF-2
 - RSF-4
 - RSF-7
 - RSF-8
 - RSF-18
- RESIDENTIAL MULTI-FAMILY**
 - RMF-6
 - RMF-12
 - RMF-13
 - 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



- Neighborhood Link
- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits



- RMF-24
- Residential-Office
- C-3
- P-1

ADM-2023-0033

Current Land Use

E. STEARNS ST



- Neighborhood Link
- Unclassified
- Residential Link
- Planned Residential Link
- Planning Area
- Fayetteville City Limits



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway



TO: Fayetteville Planning Commission

FROM: Chris Brown, Public Works Director
Jessie Masters, Development Review Manager

MEETING DATE: September 11, 2023 **Updated with results from 9/11/2023 PC Meeting**

SUBJECT: **ADM-2023-0033: Administrative Item (E. STEARNS STREET/CITY OF FAYETTEVILLE, 136):** Submitted by CITY STAFF for property NORTH OF VANTAGE OFFICE PARK AND WEST OF BROOKHOLLOW SUBDIVISION. The property is zoned RMF-24, RESIDENTIAL MULTI-FAMILY, TWENTY-FOUR UNITS PER ACRE and contains approximately 0.30 acres. The request is for confirmation of the Master Street Plan connection for Stearns Street.

RECOMMENDATION:

Staff recommends forwarding **ADM-2023-0033** to the Transportation Committee with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **ADM-2023-0033** to the Transportation Committee with a recommendation of approval."*

BACKGROUND:

Stearns Street, between Old Missouri Road and Vantage Drive, has been on the Master Street Plan for many years. The eastern segment, connecting to Old Missouri Road, was constructed in the late 1980's as part of a residential development (Brookhollow Subdivision). The western section, connecting to Vantage Drive, was constructed in 2018 as part of a commercial subdivision (Vantage Office Park), leaving a gap of approximately 260 feet between the two constructed segments. Right-of-way for the unconstructed segment was dedicated in the late 1990's as part of the Bellafont Gardens development. Since that time, the Bellafont Gardens Property Owners' Association has used the right-of-way for maintenance purposes, and has constructed a maintenance shed within the right-of-way.

During the development of the commercial subdivision, an assessment for construction of the connection was charged to each individual development in the subdivision; the amount of the assessment was based the traffic generated by the development as a percentage of the street capacity. The total of these assessments is \$20,853.43. A summary of the amounts and dates of assessments are as follows:

LSD 19-6580 Lot 4	3/25/2019 (PC)	\$3,289.92
LSD 19-6720 Lot 1	7/8/2019 (PC)	\$2,735.27
LSD 20-7106 Lot 2	5/28/2020 (SC)	\$6,564.65
LSD 20-7141 Lot 5	7/2/2020 (SC)	\$0.00
LSD-2023-0003 Lot 3	5/22/2023 (PC)	\$8,263.59
Total Assessed:		\$20,853.43

It should be noted that the assessment for Lot 2 was approved as either a street or sidewalk connection; the remaining assessments did not speak to this detail.

These funds are time limited and must be spent within 7 years of the date they were collected. Therefore, staff needs to proceed with design and construction of the connection in a timely manner, or the collections will need to be refunded to the lot developers.

Proposal: Staff requests a recommendation from the Planning Commission to the Transportation Committee affirming the planned Stearns Street connection on the Master Street Plan.

DISCUSSION:

Implementation of the Stearns Street connection would include final design to develop construction level plans, and procurement of a construction contractor for construction. Due to the history of discussions about this connection during lot development of Vantage Office Park, staff initiated a public feedback process that included an online survey and a public meeting near the connection site on July 31 of this year.

Public Comment summary: Attached is a summary of online survey data collected between July 5 and August 4, 2023, and a summary of the results. In the online survey, participants were asked to vote on support for a full street connection, or a pedestrian/bike only section. The questions were designed to provide an indication of sentiment for these options, as well as for no connection at all. The responses were quite polarized, with most responses being either “highly supportive” or “highly opposed” to the connection. The survey included questions regarding respondents’ proximity to and usage of Stearns Street, along with demographic data. As would be expected, those living within a ½ mile of the street were generally supportive than those living further away, indicating concerns regarding traffic impacts to residents along and near the street.

The public meeting held on Stearns Street was mostly attended by those opposed to the street (a poll or survey was not taken; rather, the residents who attended were directed to the online survey). Approximately half of the attendees were residents of Bellafont Gardens, the remaining half resided on Stearns or adjacent streets in the Brookhollow Subdivision. It should be noted that Bellafont Gardens streets will not connect to Stearns; therefore, this neighborhood will not be impacted by additional traffic, nor will it have any additional street access. The only impact will be due to the use of the City right-of-way that is currently being used for neighborhood maintenance services.

Finally, there was general neighborhood support for sidewalk improvements, and to a lesser extent traffic calming, if the street connection is made.

RECOMMENDATION: Staff recommends forwarding ADM-2023-0033 to the Transportation Committee with a recommendation of approval.

PLANNING COMMISSION ACTION:		Required	<u>YES</u>
Date: <u>September 11, 2023</u>	☐ Tabled	☒ Approved	☐ Denied
Motion: Sparkman	FORWARDED TO THE TRANSPORTATION COMMITTEE WITH A RECOMMENDATION OF APPROVAL		
Second: Brink			
Vote: 8-1-0 (Commissioner Payne voting no)			



TO: Chris Brown, Public Works Director

THRU: Matt Mihalevich, Active Transportation Manager
Mellissa Boyd, Staff Engineer

FROM: Dane Eifling, Mobility Coordinator

DATE: 4 August 2023

SUBJECT: **Stearns Street Extension Public Feedback Summary**

RECOMMENDATION:

Present public feedback to Transportation Committee.

BACKGROUND:

At the direction of the City Council's Transportation Committee City staff has worked to engage with residents and collect feedback on the proposed connection of East Stearns Street between Old Missouri Road and Vantage Drive.

Public outreach has consisted of an online survey, a media release, social media posts, mailers and an in-person neighborhood meeting. The Speak Up Fayetteville survey opened on July 5th and as of August 4th has received 168 responses. Mailers were sent out to approximately 80 addresses of adjacent residents and property owners which included a QR code for the online survey and time/date information for the in-person input session. The in-person inputs session was held the evening of July 31st and was hosted by 3 staff members and was attended by approximately 50 residents and was covered by KNSA news.

DISCUSSION:

General take-aways from the online survey results:

1. Polarized results with most responses either "highly supportive" or "highly opposed" to the project.
2. Respondents that identified as living within ½ mile of the project were much less supportive of the street connection and much more supportive of the pedestrian/bike only connection.
3. Respondents identifying as being under the age of 40 were significantly more supportive of all project options compared to respondents identifying as being 40 years old or older.

Question #1 "What option describes your level of support for the following:"

Option	% supportive	% opposed	Net Support
Connection of Stearns Street with standard design including sidewalks and driving lanes	60%	36%	+24%
Pedestrian ONLY connection, such as	48%	36%	+12%
Improvements to the sidewalks if/when the street is connected	63%	21%	+39%
Addition of traffic calming (speed humps, et.) on Stearns if/when street is connected	47%	38%	+9%

Question # 1 when filtered for those self-identifying as living within ½ mile of the project:

Option	% supportive	% opposed	Net Support
Connection of Stearns Street with standard design including sidewalks and driving lanes	35%	62%	-27%
Pedestrian ONLY connection, such as	57%	36%	+21%
Improvements to the sidewalks if/when the street is connected	46%	36%	+10%
Addition of traffic calming (speed humps, et.) on Stearns if/when street is connected	49%	46%	+3%

Question # 1 when filtered for those self-identifying as under the age of 40:

Option	% supportive	% opposed	Net Support
Connection of Stearns Street with standard design including sidewalks and driving lanes	70%	21%	+49%
Pedestrian ONLY connection, such as	52%	22%	+30%
Improvements to the sidewalks if/when the street is connected	81%	11%	+70%
Addition of traffic calming (speed humps, et.) on Stearns if/when street is connected	54%	32%	+19%

Question # 1 when filtered for those self-identifying as over the age of 40:

Option	% supportive	% opposed	Net Support
Connection of Stearns Street with standard design including sidewalks and driving lanes	53%	44%	+9%
Pedestrian ONLY connection, such as	46%	40%	+6%
Improvements to the sidewalks if/when the street is connected	51%	27%	+24%
Addition of traffic calming (speed humps, et.) on Stearns if/when street is connected	42%	41%	+1%

General Noted from the in-person meeting:

1. Residents who attended expressed a general opposition to the street connection
2. Approximately half of those in attendance were residents of the Bellafont Gardens neighborhood and half residents of Stearns and adjoining streets
3. Residents expressed concerns about potential cut-through traffic and speeding
4. Residents expressed desire for a traffic study or projections that would consider new apartment developments on Old Missouri Rd and the new office park on Vantage Dr
5. Residents expresses interest in sidewalk/trail connection for improved pedestrian and bicycle connection.
6. Residents expressed general desire for a final resolution of the issue/question of whether the street will be extended or not.

Opposition to the street extension has come primarily from residents of Stearns and adjoining streets as well as residents of Bellafont Gardens neighborhood to the north west of the project. It is important to note that neither the proposed street connection nor trail/sidewalk would connect to Bellafont Gardens streets and would have no impact on existing traffic patterns or access for this neighborhood. However, Bellafont Gardens neighborhood residents have constructed privacy fences and Property Owners Association maintenance shed within city right of way. These structures would be removed if the street were extended. A trail or sidewalk connection could be made without full removal of the existing structures.

Attachments:

Speak Up Fayetteville survey response summary

Stearns Street Extension - Public Input Survey

SURVEY RESPONSE REPORT

08 August 2018 - 03 August 2023

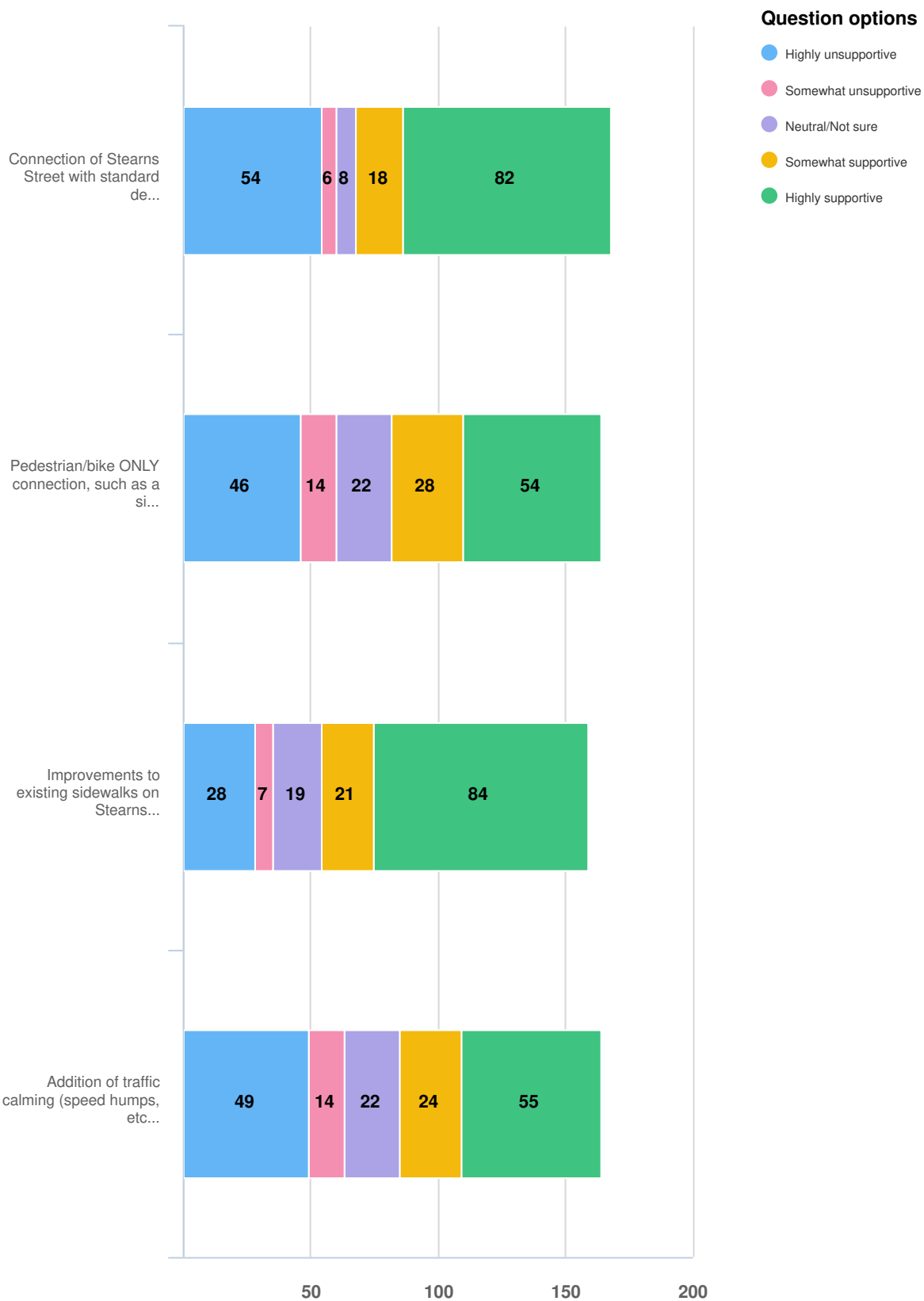
PROJECT NAME:

Stearns Street Extension



SURVEY QUESTIONS

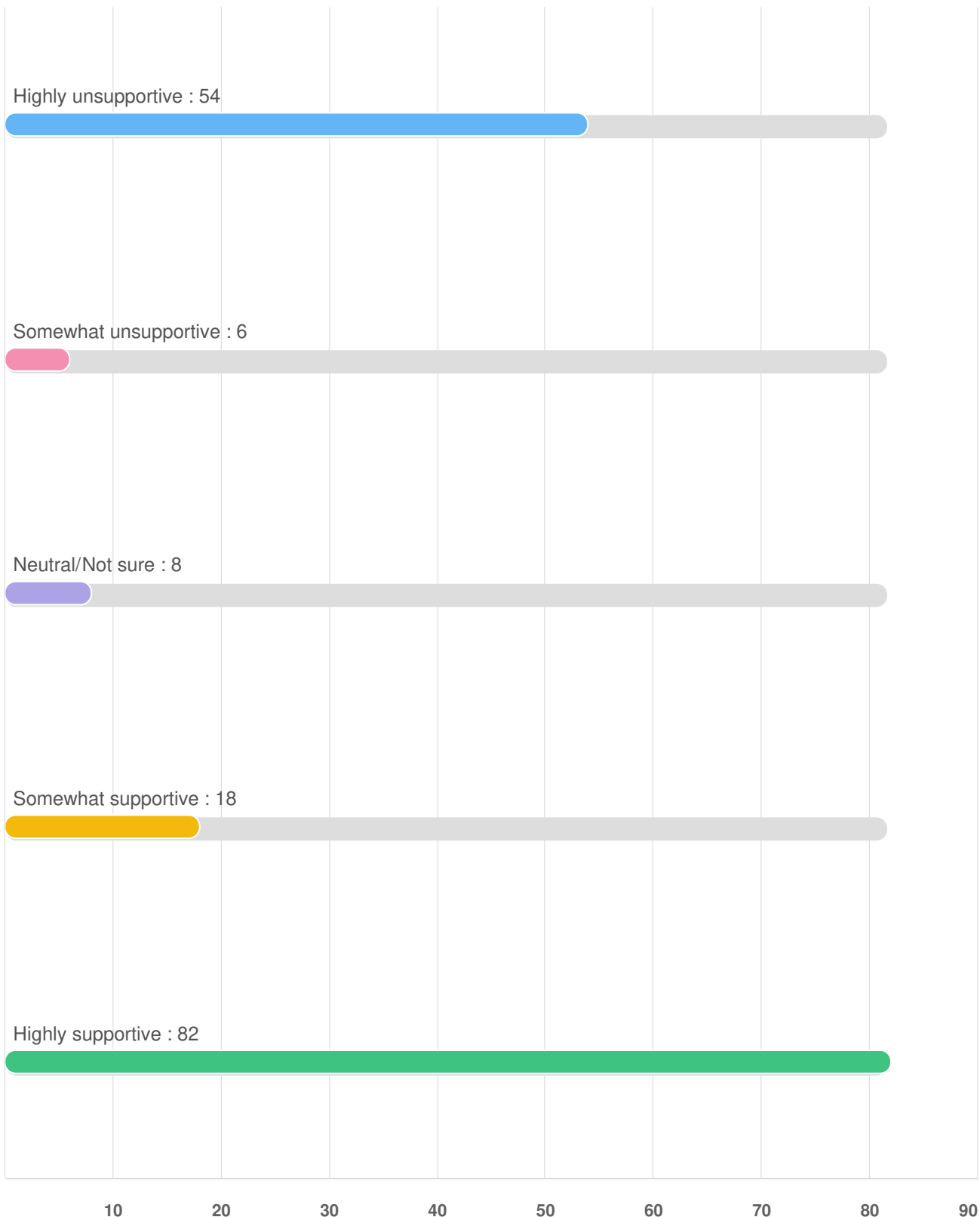
Q1 What option describes your level of support for the following statements:



Optional question (168 response(s), 0 skipped)
Question type: Likert Question

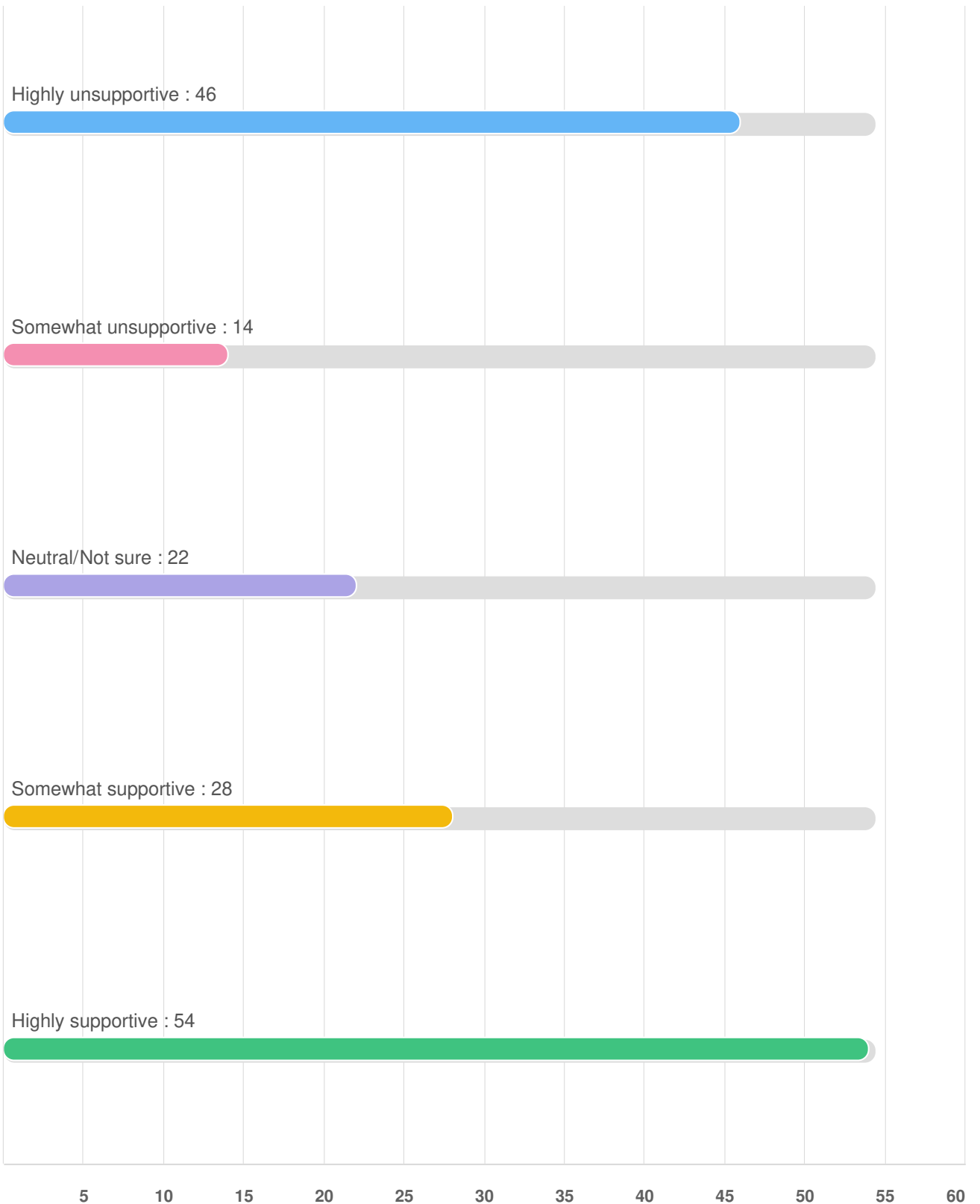
Q1 | What option describes your level of support for the following statements:

Connection of Stearns Street with standard design, including sidewalks and driving lanes.

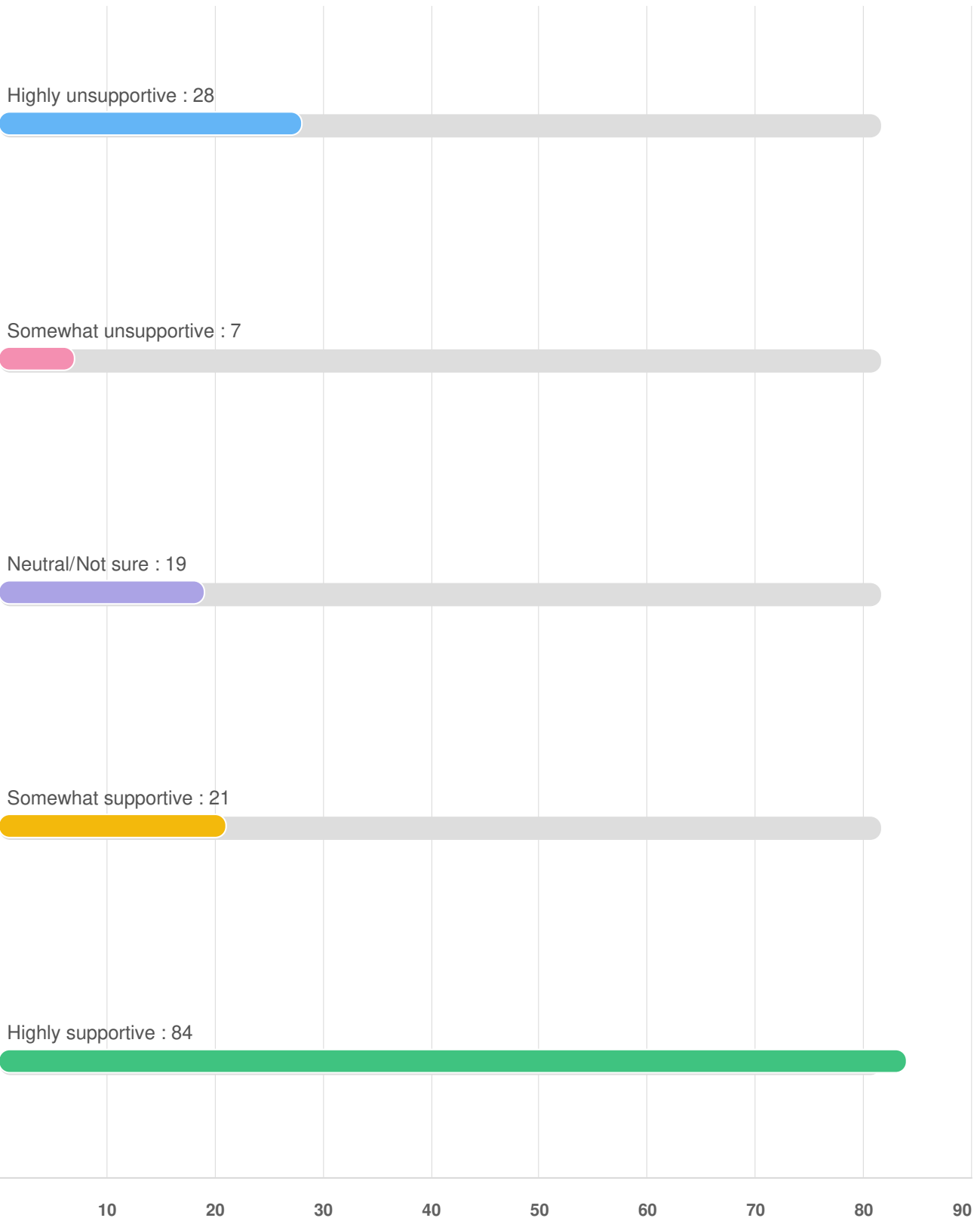


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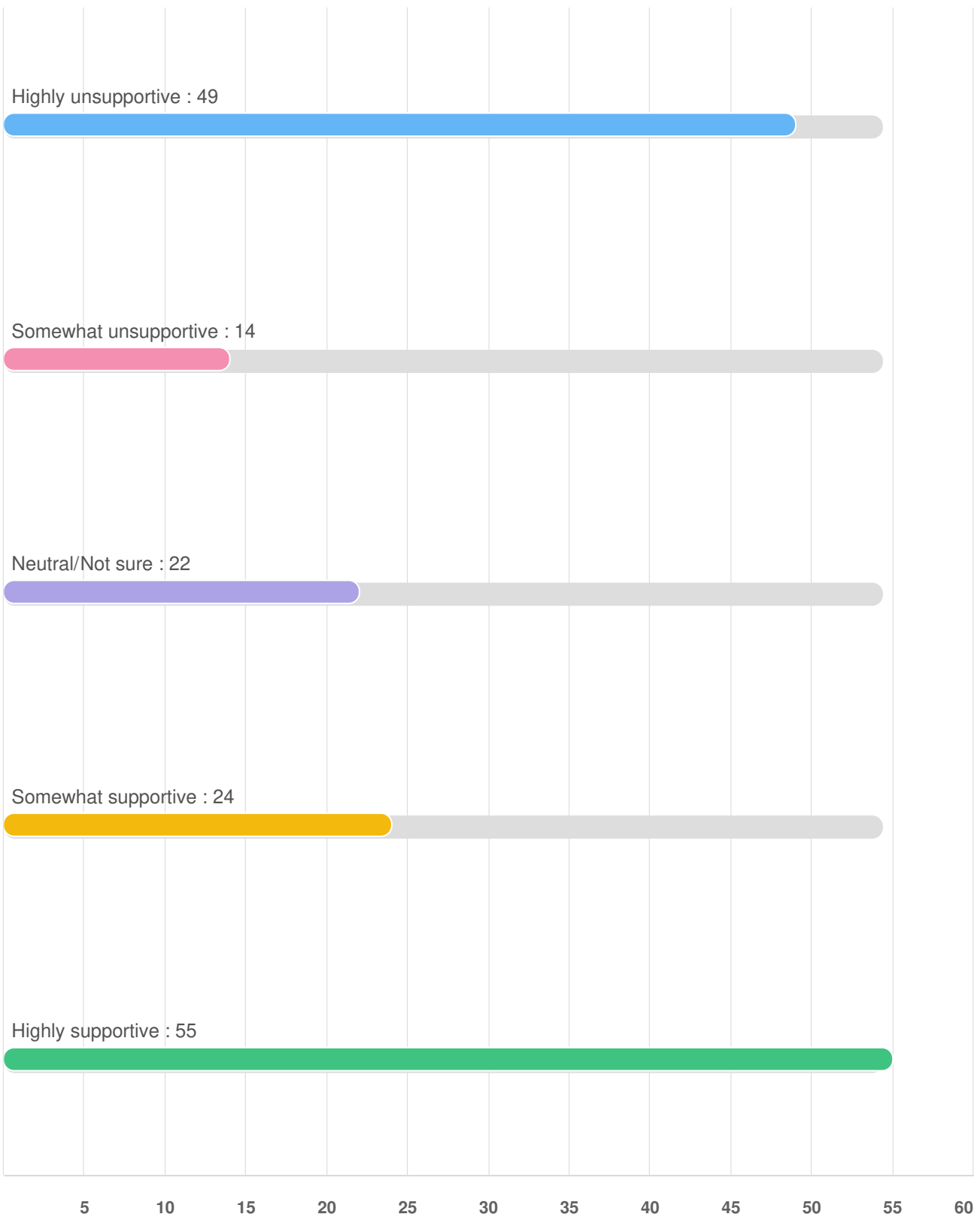
Pedestrian/bike ONLY connection, such as a sidewalk or trail.



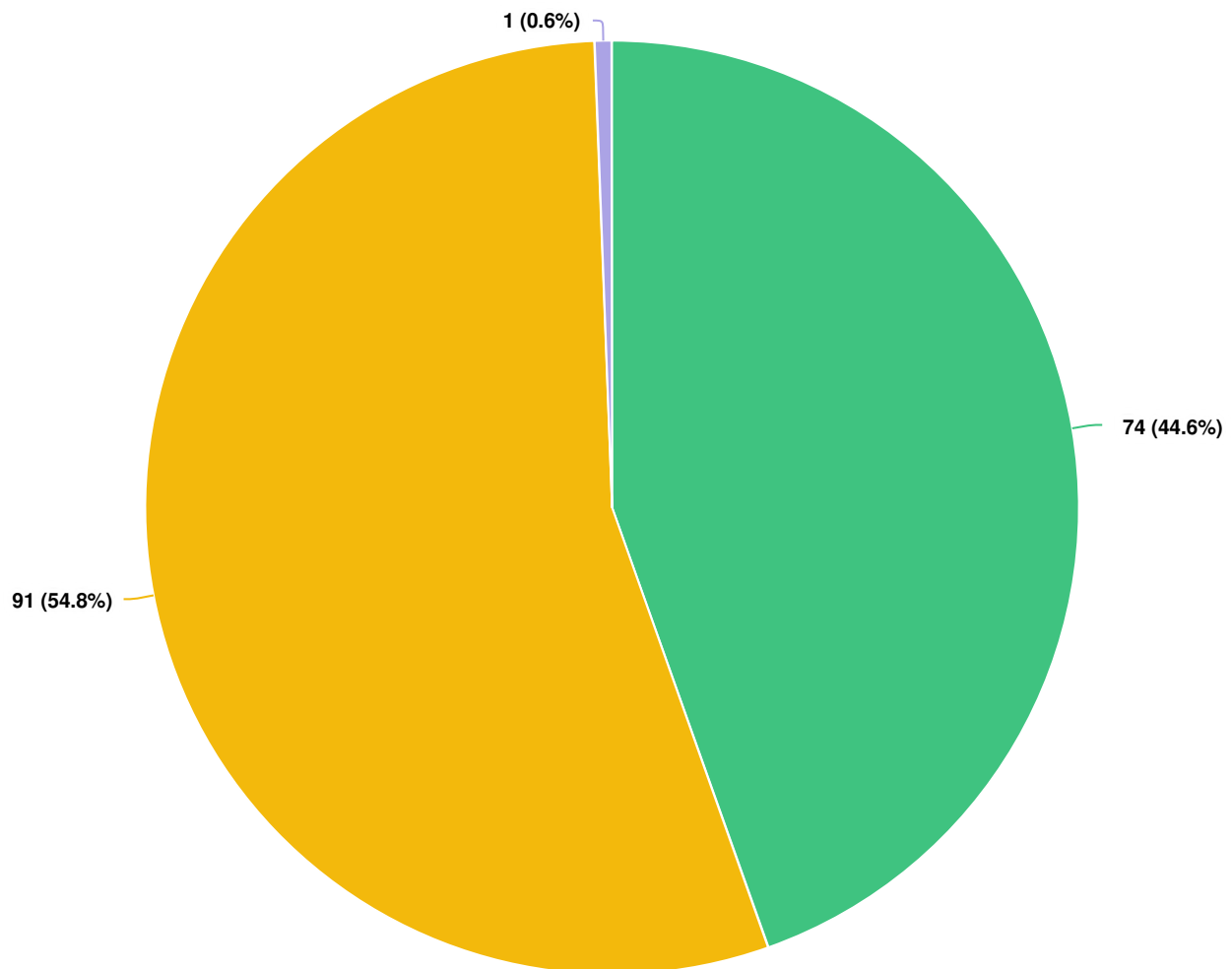
Improvements to existing sidewalks on Stearns Street if/when the street is connected.



Addition of traffic calming (speed humps, etc.) on Stearns Street if/when the street is connected.



Q2 Do you live within 1/2 mile of Stearns Street?

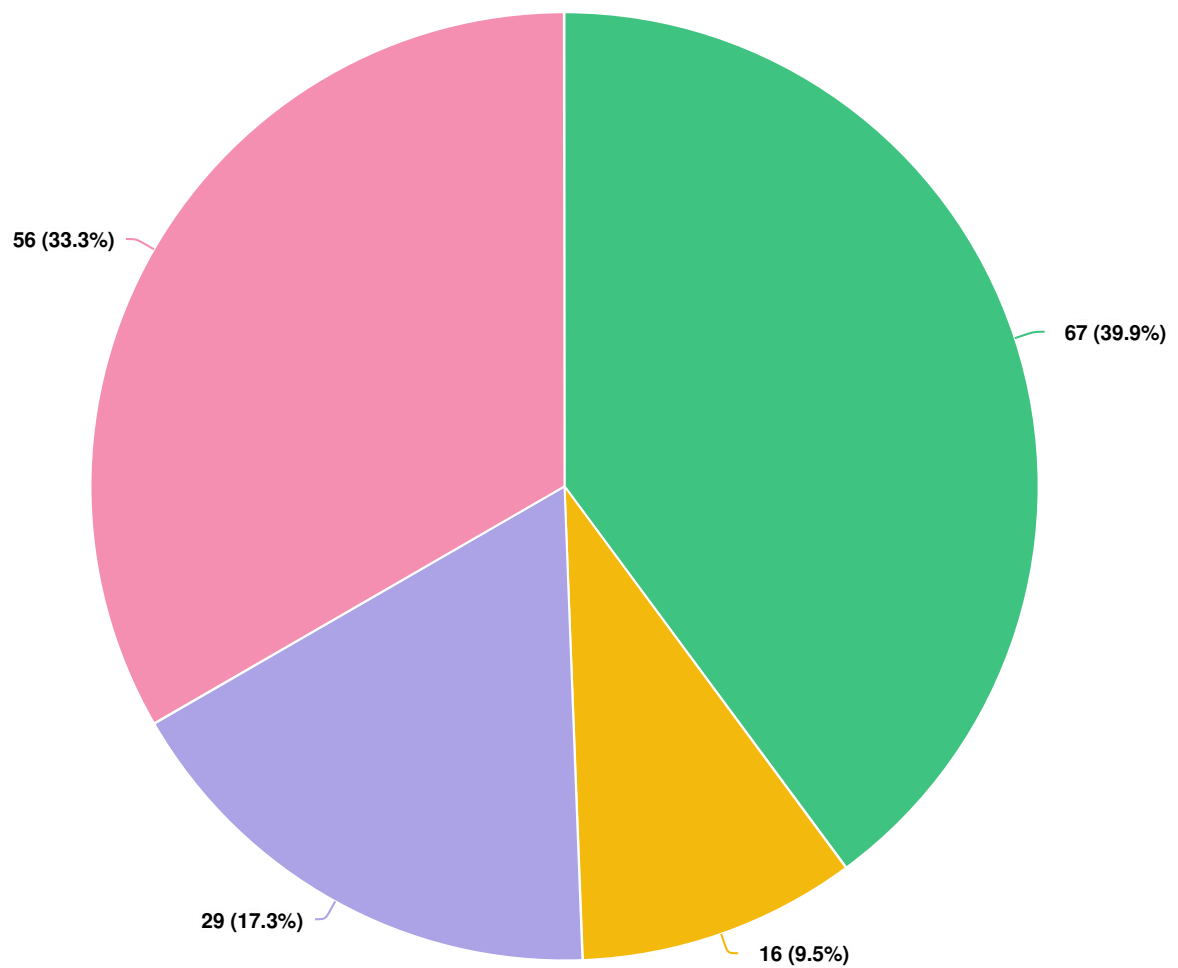


Question options

☐ Not sure ☐ No ☐ Yes

Optional question (166 response(s), 2 skipped)
Question type: Radio Button Question

Q3 How often do you travel along Stearns Street?

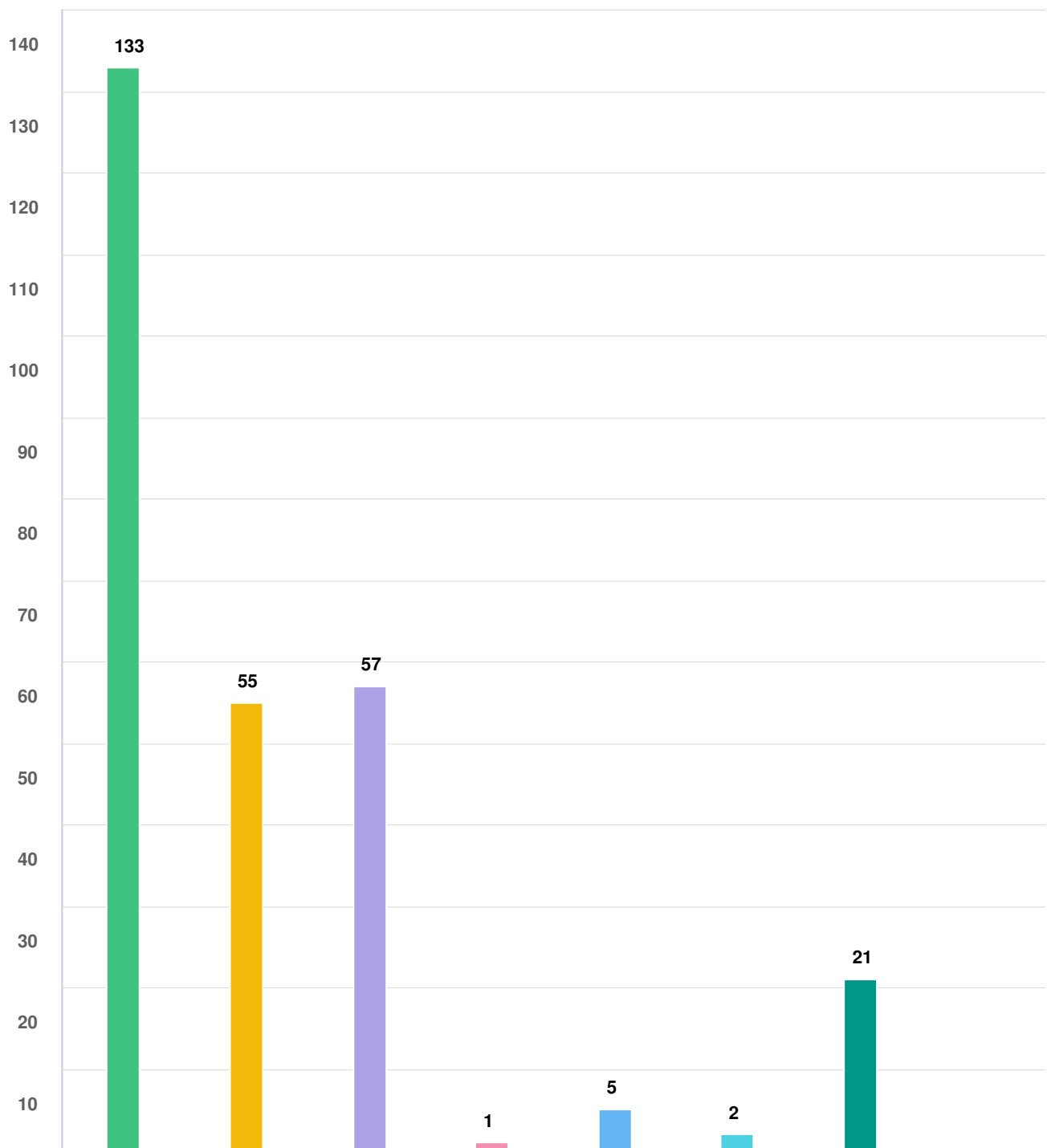


Question options

● Less than monthly or not at all ● Monthly ● Weekly ● Daily

Optional question (168 response(s), 0 skipped)
Question type: Radio Button Question

Q4 How have you traveled along Stearns Street? Choose all that apply:

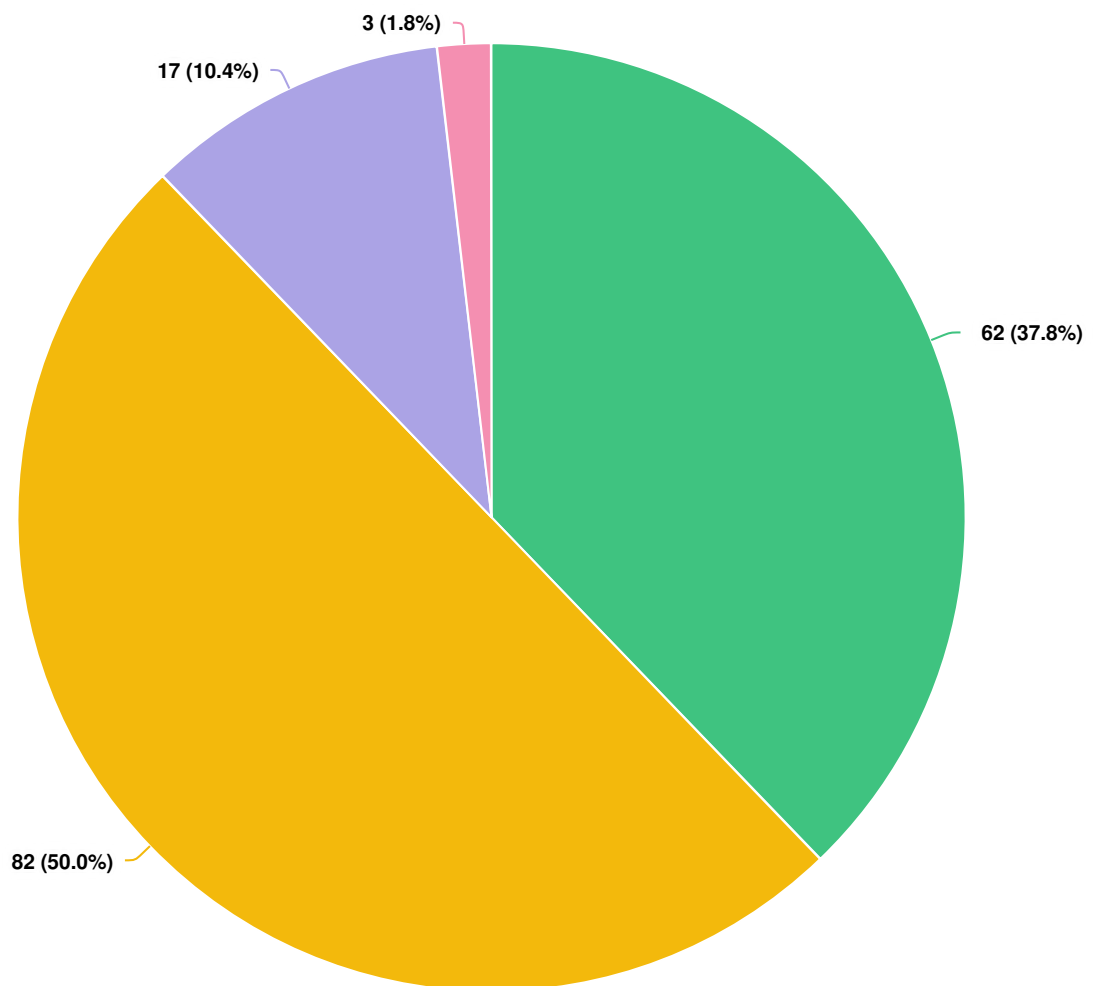


Question options

- Other (please describe) N/A Transit or taxi E-Scooter or other mobility device Wheelchair Walk
- Bicycle Drive

Optional question (166 response(s), 2 skipped)
Question type: Checkbox Question

Q5 What is your gender?

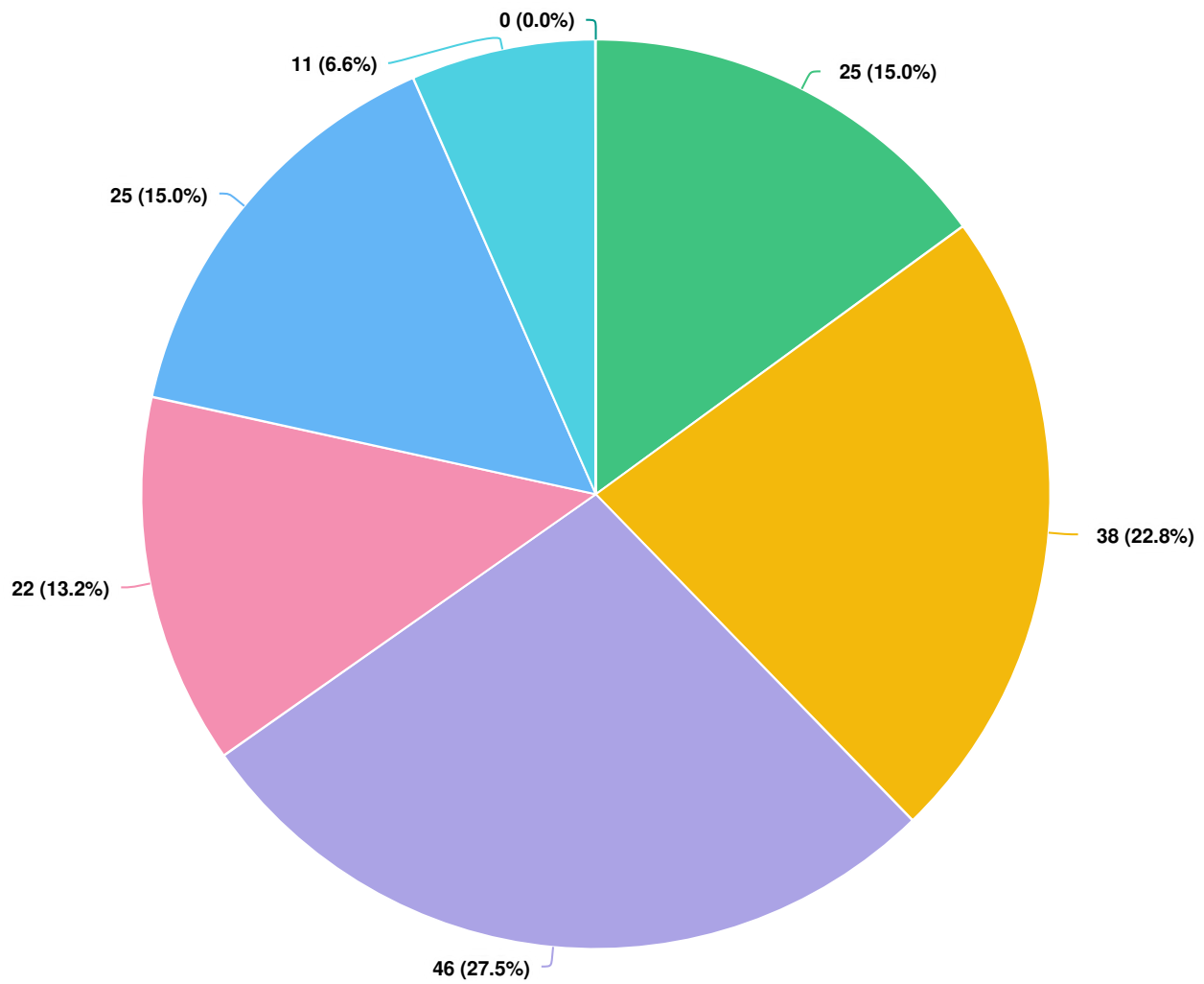


Question options

Non-binary Prefer not to say Male Female

Optional question (164 response(s), 4 skipped)
Question type: Radio Button Question

Q6 What is your age?

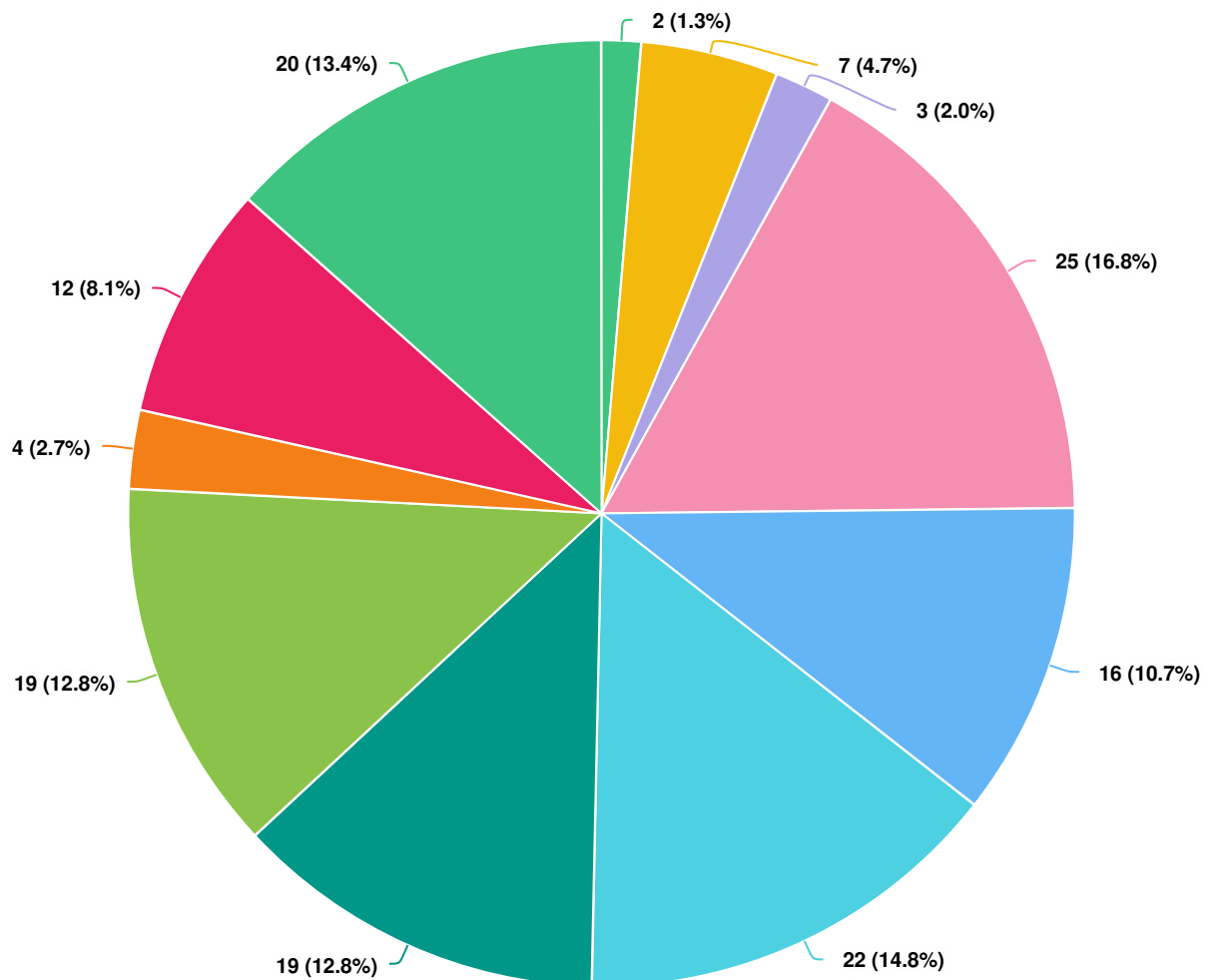


Question options

● Under 18
 ● 70 or greater
 ● 60-69
 ● 50-59
 ● 40-49
 ● 30-39
 ● 18-29

Optional question (167 response(s), 1 skipped)
Question type: Radio Button Question

Q7 What is your annual household income?

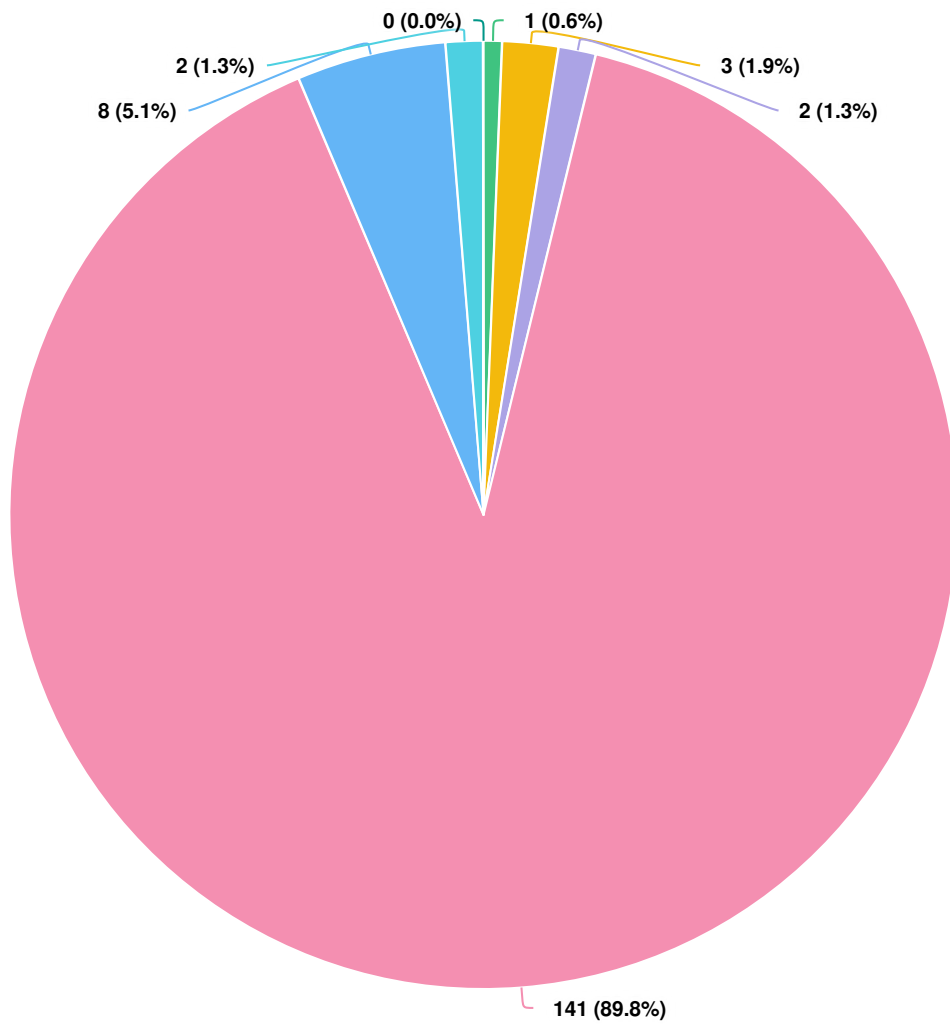


Question options

- \$200,000 or greater
 ● \$155,000 to \$199,999
 ● \$135,000 to \$154,999
 ● \$115,000 to \$134,999
- \$95,000 to \$114,999
 ● \$75,000 to \$94,999
 ● \$55,000 to \$74,999
 ● \$35,000 to \$54,999
 ● \$25,000 to \$34,999
- \$11,880 to \$24,999
 ● Less than \$11,880

Optional question (149 response(s), 19 skipped)
Question type: Radio Button Question

Q8 What is your race/ethnicity?

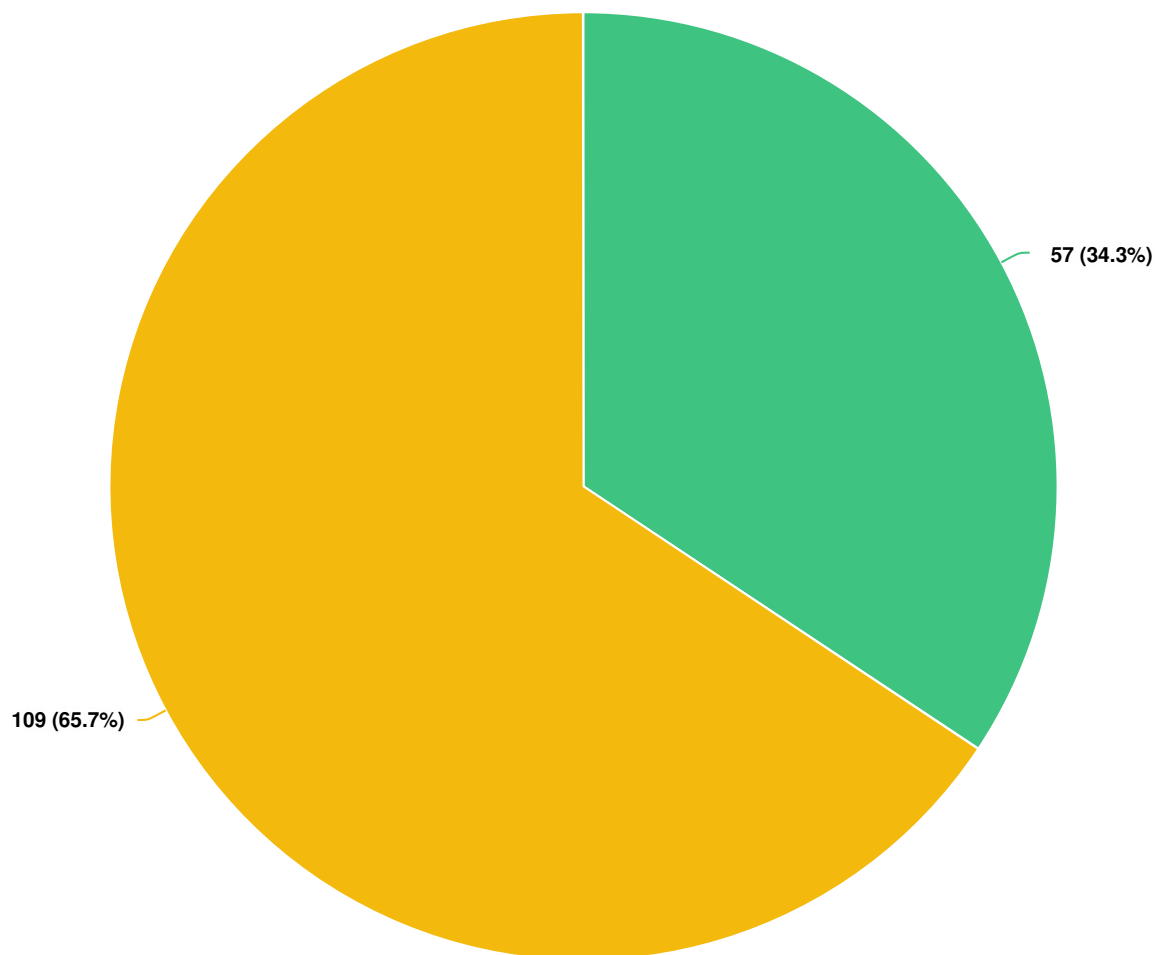


Question options

- Asian or Pacific Islander
 ● Other (please specify)
 ● Two or more races
 ● White
- Native American or Alaska Native
 ● Hispanic or Latino
 ● Black or African-American

Optional question (157 response(s), 11 skipped)
Question type: Radio Button Question

Q9 Would you like to be contacted with future updates on this project?

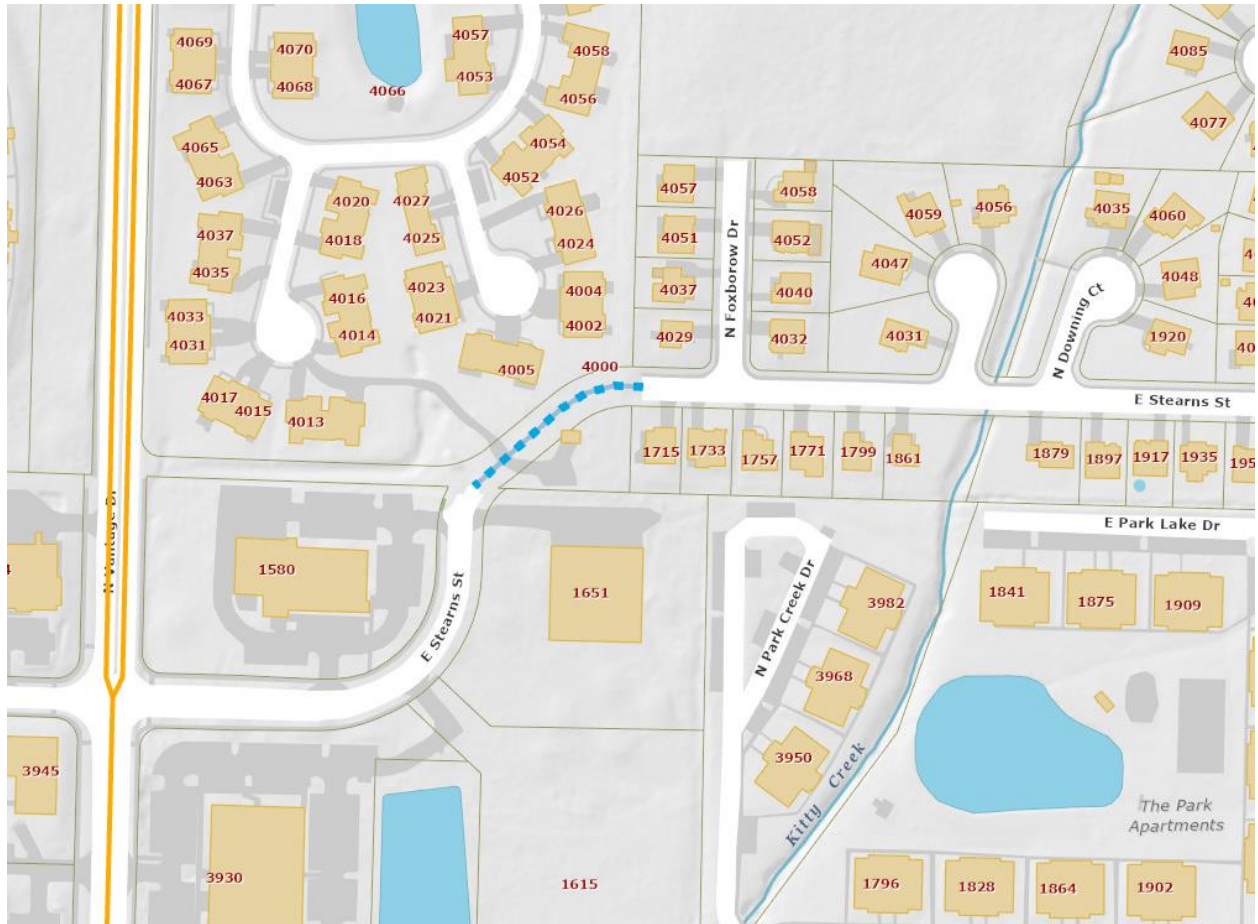


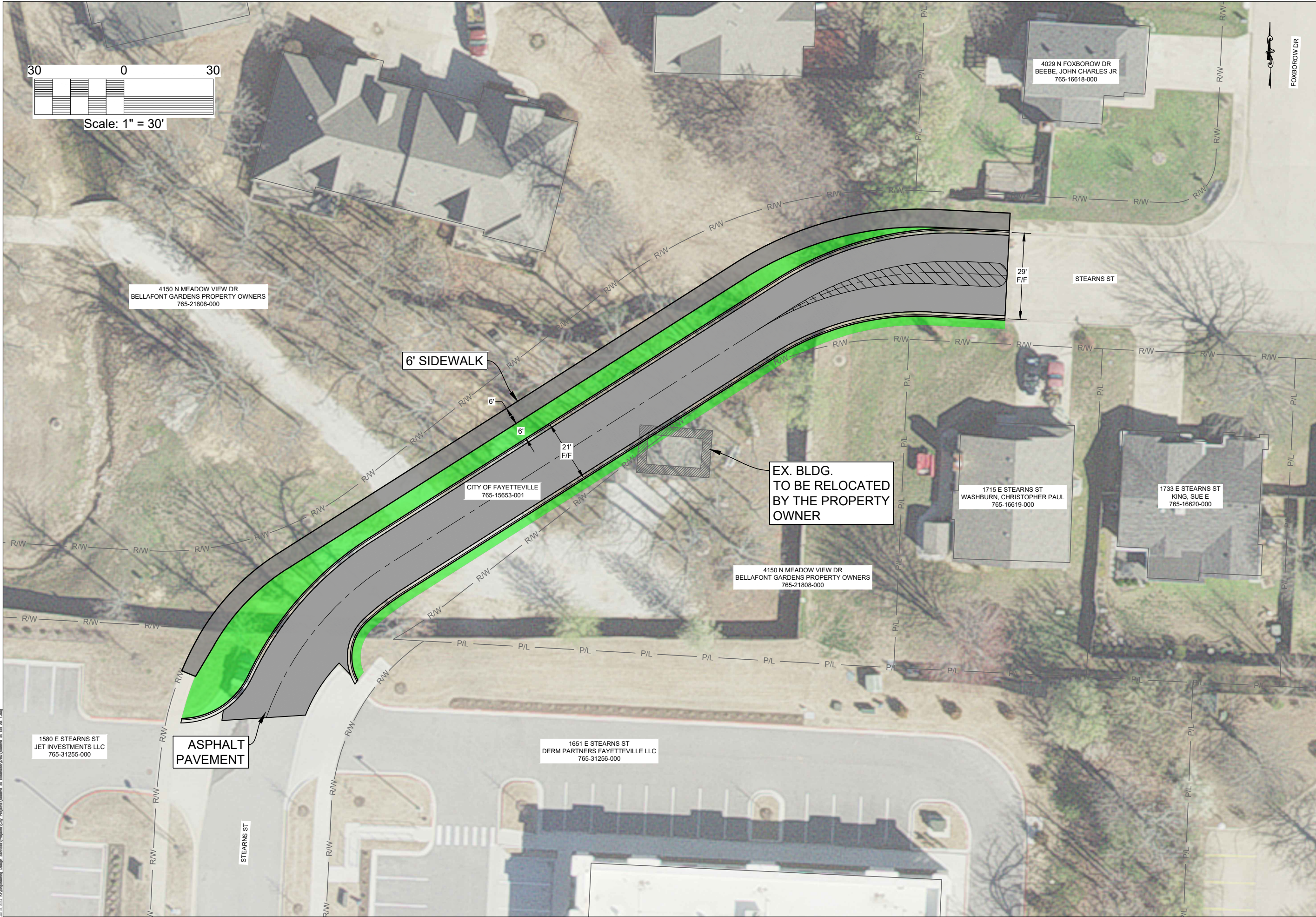
Question options

☐ No ☐ Yes

Optional question (166 response(s), 2 skipped)
Question type: Radio Button Question

2040 Master Street Plan Exhibit





SURVEYED BY: GIS	
DRAWN BY: LIVA	
DESIGNED BY: MC	
FILE NAME: Stearns St Ext Alt 1.dwg	
CITY OF FAYETTEVILLE STEARNS ST EXTENSION CONCEPT PLAN	
REVISED	

CITY OF FAYETTEVILLE ARKANSAS ENGINEERING DIVISION 113 W. MOUNTAIN STREET PHONE NO. (479) 575-8205 FAX NO. (479) 575-5202 www.fayetteville-ar.gov	
JAN 31, 2024	
1	
PROJECT: Stearns St Ext Alt 1	



MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council
THRU: D'Andre Jones, Ward 1, Position 2
FROM: D'Andre Jones, Ward 1, Position 2
SUBJECT: **A Resolution to authorize Mayor Jordan to sign the proposed Spout Spring Historic District Petition.**

RECOMMENDATION:

Mayor Jordan sign the petition for the Spout Springs Historic District agreeing that the Yvonne Richardson Community Center shall be included in this historic district.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), D'Andre Approval Email (#4), Email from D'Andre requesting resolution (#5), Spout Spring for Resolution File 2024-1665 (#6), Overview of the Proposed Black Historic District at Spout Springs (#7), Spout Spring CC Presentation 2.6.24 - Maps for Clerk-Treas (#8), Local Historic Districts, AHPP, & AG Opinion Memo (#9)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1665

A Resolution to authorize Mayor Jordan to sign the proposed Spout Spring Historic District Petition.

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN THE PROPOSED SPOUT SPRING HISTORIC DISTRICT PETITION AGREEING THAT THE CITY OWNED PROPERTY OF THE YVONNE RICHARDSON COMMUNITY CENTER SHALL BE INCLUDED WITHIN THE SPOUT SPRING HISTORIC DISTRICT

WHEREAS, Emma Willis on behalf of Northwest Arkansas Black Heritage and other concerned citizens are attempting to establish a historic district within Fayetteville entitled “Spout Spring Historic Districts” and need to obtain “a majority in numbers of the property owners within the proposal historic district agreeing that their property shall be included in the historic district,” A.C.A. § 14-172-203; and

WHEREAS, the City of Fayetteville as the property owner of the Yvonne Richardson Community Center should be able by City Council Resolution to authorize Mayor Jordan to sign the proposed Spout Spring Historic District petition for those two properties.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign for the City the petition for the Spout Springs Historic District agreeing that the Yvonne Richardson Community Center shall be included in this historic district.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby agrees that approval of this Resolution and Mayor Jordan’s signature of the petition does not imply nor require that the City Council must approve any ordinance to establish such district which requires City Council consideration of reports to the Arkansas Historic Preservation Program by the Division of Arkansas Heritage, other recommendations and at least one public hearing and all other requirements of A.C.A. § 14-172-207 **Establishment of historic districts** before final City Council approval.

AGENDA REQUEST FORM

FOR: Council Meeting of February 6, 2024

FROM: Council Member D'Andre Jones

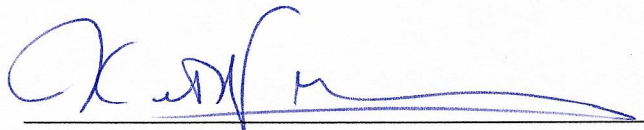
ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

A RESOLUTION TO AUTHORIZE MAYOR JORDAN TO SIGN THE PROPOSED SPROUT SPRING HISTORIC DISTRICT PETITION AGREEING THAT THE CITY OWNED PROPERTY OF THE YVONNE RICHARDSON COMMUNITY CENTER AND THE FAYETTEVILLE SENIOR CENTER SHALL BE INCLUDED WITHIN THE SPROUT SPRING HISTORIC DISTRICT

APPROVED FOR AGENDA:

Approved by email
City Council Member
D'Andre Jones

January 11, 2024
Date



Kit Williams
Fayetteville City Attorney
Approved as to form

January 11, 2024
Date

Barnes, Stacy

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Thursday, January 11, 2024 11:33 AM
To: Barnes, Stacy
Cc: Williams, Kit
Subject: Re: Resolution

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

I approve
Sent from my iPhone

On Jan 11, 2024, at 11:20 AM, Barnes, Stacy <sbarnes@fayetteville-ar.gov> wrote:

Please see the attached Resolution and Agenda Request. If it meets your approval, please sign and send back. Or you can approve via return email. Let me know if you have any questions.

Stacy Barnes

City Attorney Paralegal
City of Fayetteville, Arkansas
113 W Mountain St., Suite 302
Fayetteville, AR 72701
T 479.575.8313 |

[Website](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

<image001.png>

<D'Andre packet.pdf>

Williams, Kit

From: D'Andre Jones <dre91732000@gmail.com>
Sent: Tuesday, January 9, 2024 10:58 AM
To: Williams, Kit
Subject: Fwd: Agenda issue

CAUTION: This email originated from outside of the City of Fayetteville. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Jan 19th deadline Feb 6 city council meeting
Sent from my iPhone

Begin forwarded message:

From: D'Andre Jones <dre91732000@gmail.com>
Date: December 26, 2023 at 5:59:39 AM CST
To: Emma Willis <emwill1102@gmail.com>
Cc: Kara Paxton <kapaxton@fayetteville-ar.gov>, "Bostick, Britin" <bbostick@fayetteville-ar.gov>, Sharon Killian <sharon@nwaheritage.org>
Subject: Re: Agenda issue

I will be sponsoring the item
Sent from my iPhone

On Dec 26, 2023, at 3:03 AM, Emma Willis <emwill1102@gmail.com> wrote:

Dear City Clerk/Council Member Jones/Council Member Stafford,

I am writing to request that a resolution including city-owned property in the proposed Spout Spring local historic district be placed on the agenda for the January 16 City Council meeting.

I understand that the internal deadline for agenda submissions is December 29. I am happy to provide any necessary details and information to facilitate the writing of the resolution and presentation at the council meeting.

I am aware that this would be an item of new business seeking an affirmative vote. However, I believe this inclusion is vital for the comprehensive preservation and revitalization of the Spout Spring area, a significant part of our city's history and cultural heritage.

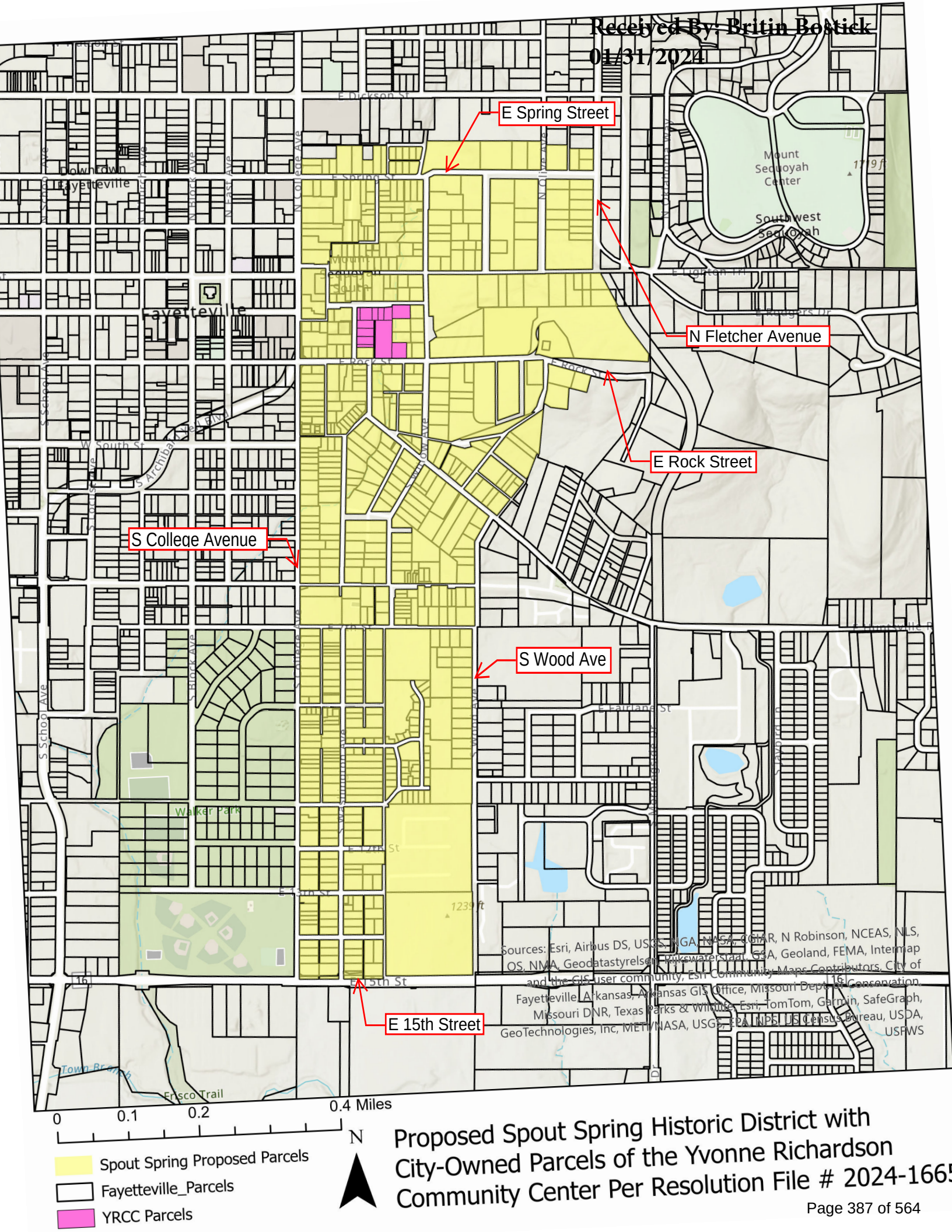
I am flexible and happy to work with whichever council member wishes to sponsor the resolution, be it Council Member Jones or Council Member Stafford. I am also available to speak on the item during the meeting or at the prior agenda session on January 9.

Please let me know how I can best assist with this process. I am eager to collaborate with your office and the council to ensure this important initiative sees progress.

Thank you for your time and consideration.

Sincerely,

Emma Willis



NORTHWEST ARKANSAS BLACK HERITAGE

OVERVIEW OF
THE PROPOSED BLACK HISTORIC DISTRICT AT SPOUT SPRING
BRANCH

PRESENTED TO FAYETTEVILLE CITY COUNCIL

I. Acknowledgment of the Legacy of American Slavery and Land Acknowledgement

NWA Black Heritage acknowledges that we all live in a system that American Slavery built and that each of us is responsible for doing our part to dismantle it.

NWA Black Heritage acknowledges the Osage, Caddo, and Quapaw peoples, and their elders past, present, and future, for their ancestral stewardship of the land dating from time immemorial and upon which we now live. It is within the responsibility of our educational mission and our commitment to diversity and inclusion that we discuss the intersection of their history with ours as forced cultivators of the NWA landscape from which they were removed in the early 19th century.

II. Introduction

Intricately involved in raising and building the region when they were trafficked as enslaved labor to Northwest Arkansas (NWA) in the early 1820s, Black Arkansans cut timber to clear the landscape upon which they built the homes, roads, and schools that the first Fayettevillians walked on and learned in. The only place to build community in this region fully built on their labor, Black people remained or moved to Fayetteville to make their home. In response, decision-makers chose to write residents of the Spout Spring Branch community out of city plans, systematically erasing them and the legacy of the original builders. NWA Black Heritage believes that stopping the erasure of African American culture and community and building up the local Historic Black District of Spout Spring Branch will bring pride of place to the entire region. Fayetteville will automatically become an example of real progress in the reach for justice and equity.

Fayetteville has struggled through social and civic justice in Arkansas since its founding. As other parts of the state battled racial tensions, Fayetteville's residents practiced a version of tolerance over exclusion, even if imperfect. A multi-use historic district along Spout Spring Branch is an opportunity to honor Fayetteville's tenacity and Black legacy by restoring stewardship to the community.

III. Historical Legacy of The Branch

The legacy of the Spout Spring Branch community reaches back generations. Black people were brought to the region by Native and white traders, primarily as enslaved laborers before the city's incorporation in 1841. After the legal end of slavery, they quickly learned that Fayetteville was as safe as could be expected in the region. The city on the hill was buttressed by sundown towns like Bentonville, Cane Hill, Springdale, and Rogers, with Greenwood and Harrison not far away.¹

The original community was located on the edge of the scenic East Mountain and named for the spring-fed creek that runs through it, Spring Branch. Though Fayetteville's Black residents dealt with racism and ostracisation at their own doorsteps, they built this community up and made it home. Ranging from alternative naming schemes to segregated neighborhood

schools and forced removal by urban renewal, Black Fayetteville has overcome countless obstacles before and since the city's founding. Alternative names for the community, "Tin Cup" or worse, reflect the perspective of white travelers and passersby who only saw the community as a watering hole as they passed through or came into the community for entertainment.²

The first public school in the state, Henderson School, PS-1, was opened in Fayetteville in 1866 by the American Missionary Association to teach Black children. Black students attended this school for the next 73 years. Meanwhile, in 1932, a new school, Jefferson Elementary was built in the heart of Spout Spring Branch yet, exclusively served white students. Each day, Black students in the community walked past this new institution on the way to their studies at their own school. Consider the damage done to the Black students of Spout Spring Branch who had to make sense of their alternative education when a new school was in their neighborhood. Developers seemed to address the issue by opening the Lincoln School in 1939, which served only Black students but pushed Black residents farther south and out of the community. Furthermore, since no secondary schools in Fayetteville accepted Black students, any Black child seeking further education past elementary school was shipped to and boarded in nearby towns like Ft. Smith where they could attend high school.³ A little more than a decade later, Fayetteville chose community over conflict in 1954 when they were one of the first Arkansas high schools to prepare for desegregation publicly. Though this is a significant highlight in the history of the town, this occasion was one of many formative events that shaped the town and this district.

What remains of the Spout Spring community, the bedrock of Black Fayetteville, is still home to generations of American history within a few city blocks. A walk, ride, or drive down Willow, Rock, Lafayette, and Olive streets reveals the shared buildings of the Historic St. James Baptist Church and Historic St. James Methodist Church, a Confederate Cemetery, the East Mountain Cemetery, and multiple stops on the Green Book Route for Black Motorists.⁴⁵⁶ Each of these sites holds hundreds of years of tremendous historical value for the community and future generations.

Through a selective effort to build up some parts of the city and diminish others, Black Fayetteville has been crushed. As evidenced in city plans that stretch back to at least 1945, decision-makers in Fayetteville have at best, ignored the potential damage to communities and at worst, targeted one of the oldest, least supported communities in town. Without a large investment like the suggested historic district, the community will continue to deteriorate according to the plan. The codification of the Spout Spring Branch community as a historic district will preserve these important elements of history and provide significant, sustained investment into the community.

IV. Inspiration for the Historic District at Spout Spring Branch

NWA Black Heritage envisions the district as a mission-driven community of growing families, businesses, and cutting-edge scholarship and culture. The Fayetteville Historic Preservation Commission has identified myriad ways that historic preservation benefits the city.

- Historic preservation contributes to job creation, development, and income generation, directly and indirectly.
- Historic preservation provides economic opportunities related to heritage tourism.
- Small businesses benefit from historic preservation.
- Historic preservation fosters civic pride and identity.
- Historic preservation attracts newcomers and retains current residents.
- Historic preservation encourages interest in local history.

The plans envisioned for the district support each of these benefits. Like the example districts discussed below, the Historic District at Spout Spring Branch will be an asset to the community and the city. In nearby Tulsa, Houston, and Kansas City, communities have significantly benefited from restoring their historic districts.

Greenwood Historic District- Tulsa, Oklahoma

The Greenwood District, remembered as home to “Black Wall Street”, was a bustling community filled with entrepreneurs, educators, and entertainers in the early 20th century. When racial tensions boiled over in the spring of 1921, the community became the site of “the worst racial violence in American history”.⁷ Over time, the community tried to rebuild but never reached the same level of success because of systemic barriers. As community members aged and urban renewal forced the dispersal of neighbors and homeowners, the district fell into disrepair. Recently, a team of concerned community members worked with the City of Tulsa and numerous other organizations to build and restore several sites in the Historic Greenwood District. Greenwood Rising, an award-winning history center located within the district, provides a narrative-centered experience of Tulsa’s Historic Greenwood District. Exhibits showcase the best, worst, and brightest moments in Tulsa’s history, taking note of the tenacious Oklahomans whose perseverance through racial violence and systemic injustice continues to this day.⁸ Tourism brings dollars back into the community and moreover, the story of Black Wall Street has been brought back from recessed memories to the forefront. Like the Greenwood organizers, the team behind the Historic District at Spout Spring Branch seeks to recover and rejuvenate the space to restore and uplift erased histories.

Independence Heights- Houston, Texas

In early 1905, the Wright Land Company developed and sold plots of land to African Americans moving to what is now the northern part of Houston. By 1915, Independence Heights was home to about 600 Black people and established itself as the first municipality incorporated by African Americans in the State of Texas.⁹ Education, religion, and community networks were

pivotal in this early Black community. They established schools, churches, and black-owned businesses. The independent municipality held space for grocery stores, restaurants, a lumber company, a watch repair shop, ice cream parlors, beauty shops, barber shops, a drug store, a blacksmithing shop, law offices, and other services. Its citizens were business owners, teachers, attorneys, craftsmen, longshoremen, railroad workers, and more. Unfortunately, the city dissolved in 1929 and was absorbed into the municipality of Houston.

Today, the Independence Heights Redevelopment Council works with the City of Houston to advocate for community interests.¹⁰ A multi-ethnic community, Independence Heights is a place where people honor the past and use lessons from those original incorporators to grow today. Recently, the Houston Endowment bestowed the organization with a large grant to support program development and restoration of the community.¹¹

18th & Vine Historic Jazz District- Kansas City, Missouri

Black Kansans established communities around 18th & Vine in the late 1800s. By the 1920s, it “was a thriving commercial, residential and entertainment center”.¹² Prohibited by redlining from spreading throughout the city, Black Kansans moving to the city were forced to settle in the district which, in turn, spurred its transformation into “the heart of Kansas City’s Black Business”. Black architects and builders laid out blocks of entertainment, housing, and business spaces. The district flourished as Black professionals, doctors, lawyers, dentists, and teachers chose to live, shop, and enjoy any number of the over 600 thriving Black-owned businesses housed there. In addition, the historic 18th and Vine District is credited with developing Kansas City’s unique jazz stylings. In its day, the Gem Theater, platformed jazz greats like Count Basie, Charlie “Bird” Parker, and Ella Fitzgerald.

Today, the 18th & Vine Jazz District is built around two acclaimed museums, the Negro Leagues Baseball Museum and the American Jazz Museum and the Historic Gem Theater.¹³ Flanked by a host of restaurants, shops, and other experiences, the district serves as a point of pride for Kansas Citians and an immersive educational experience for visitors. The city uses funds garnered within the district to sustain and develop new businesses and attractions to maintain a positive growth cycle.

These are three examples of Historic districts that offer opportunities for visitors and community members to learn and engage with their shared histories.

V. Vision for the Historic District at Spout Spring Branch

Communities are stronger when neighbors feel connected. The Historic District at Spout Spring Branch will offer residents space to learn, build, and grow together. Beyond the significant capital investment and job creation expected from this project, the Historic District at Spout Spring Branch will deliver economic and community benefits by reaching a long-underserved segment of the population directly and indirectly, supporting the city overall with new developments.

The survey that supported the Heritage and Historic Preservation Plan (2019) revealed that Jefferson Elementary School, churches, East Mountain Cemetery, South Fayetteville, and historic neighborhoods in general were among the top considerations of community members for Historic preservation. This project supports at least 3 of the 5 stated goals of the strategic plan: to identify and protect historic properties, provide public learning opportunities, and promote and protect cultural heritage. The vision for the Historic District at Spout Spring Branch is organized around three pillars: education, housing & economic development, and environmental equity.

Afrofuturist Museum and Meditative Space

Following the framework of other successful districts, the Historic District at Spout Spring Branch will be anchored by an Afrofuturist museum and meditative space dedicated to the community and its future. The space will serve as a protective zone and memorial for the numerous unmarked Black burial grounds currently violated by pedestrian traffic and dog-marking in the area. At the heart of the concept, Afrofuturism is a perspective wherein artists, activists, and other creators have dreamed of and built worlds and civilizations rooted in Black people's freedom and thought. Rather than beginning the Black American experience with slavery, Afrofuturism extends the bounds of time and space past, before, and beyond the forced bondage of Africans and Americans. Curators at the National Museum of African American History and Culture describe Afrofuturism as “the expression of notions of freedom, agency, and Black identity through art, creative works, and activism that envision liberated futures for Black life”.¹⁴ The notion of Afrofuturism is not foreign to the City of Fayetteville. Indeed, the integration experience of the Black students in the 1954 class was different from the experience in districts further south. Fayetteville's residents, some Black and white, made a conscious effort to move past the fear of difference to achieve a peaceful coexistence that Arkansans outside of the region could only imagine. It was the future in real-time. Unfortunately, the equal and opposing force of systemic racism has existed alongside progress every step of the way. An Afrofuturist museum honors the courage of those and the many other community members who lived what other Arkansans could only dream of.

Housing and Economic Development

Economic development is a key outcome of historical designation. The Historic District at Spout Spring Branch will attract tourism, scholarship, and new business. These ventures will create jobs and other opportunities for sustainable economic infrastructure within the community. Today, like the first Black community members, Fayetteville's Black neighborhoods are almost cordoned off by lack of access to resources. Black Arkansans face an unemployment rate of 4.1% while the general rate is closer to 2.7%.¹⁵ In March of 2023, the Arkansas Democrat-Gazette reported that the average home price in Washington County has increased over 20% since the second half of 2021.¹⁶ Up from \$311,572 to an average home price of around \$376,018, the housing market is impenetrable for many Arkansans. The average home price is about ten times the median income for Black Arkansans statewide and five times as much as the median income for Black Arkansans in Benton County and surrounding areas.¹⁷ This gulf results

in lower homeownership rates overall. Arkansans have about a 44% homeownership rate with Black Arkansans having the smallest rates of ownership in some NWA counties like Benton and Sebastian. The local historic district would protect the interests of existing homeowners and make affordable housing more accessible.

Historic districts attract serious developers because they know their investment will be protected over time. Dedicated funding through municipal ordinances ensures the continued care and prioritization of the neighborhood and the designation protects community members from predatory developers by holding them to a standard of completion, contractually obligated to use funds for their directed purposes. Black developers make up about 5-9% of the national market while Black Americans make up roughly 14% of the country's population.¹⁸ This district will once again, put Fayetteville in a place to lead in racial equity. Encouraging and protecting Black developments in the district will set a standard in the region for how cities can attract and support Black businesses and residents. Portions of the non-contiguous district lie within one of the two Opportunity Zones in Fayetteville. A historic distinction would open up the area to more funding to develop the area.¹⁹

Environmental Equity

Consistently ranked one of America's best places to live, Fayetteville has invested in significant infrastructure to support sustainable lifestyles, including extensive walking and biking trails throughout the city. Walkability is a key indicator of community health and a driver of decreased exhaust emissions.²⁰ The historic designation would pair well with the city's plans to increase mobility in and out of the community.

The proposed district will support multiple city initiatives surrounding transportation and planning. In the Active Transportation Plan drafted in 2019, there are proposed shared-use paved trails and bicycle trails laid out in the area.²¹ The district would tie the space together, providing an opportunity for education and beautification. Additionally, the district is an opportunity to chip away at goals for City Plan 2040 which include creating mixed-use/walkable neighborhoods, green networks, and attainable housing.²² A whopping 85.64% of Fayetteville Residents who responded to the city's survey considered "preservation of historic structures" important/very important.²² Fayetteville's residents see these historic communities as "appropriate infill" to prioritize by the city.

Overall, the Historic District at Spout Spring Branch designation would improve the quality of life of Fayetteville residents and provide constituents with a readily identifiable service from Fayetteville city officials.

VI. Establishing the Historic District at Spout Spring Branch

The community of Spout Spring Branch is home to important historical sites from the founding of the city, to the Civil War and Civil Rights Movement. The city should create the South Fayetteville Historic District to preserve the community and boost the local economy. The district could be funded with a bond to restore and redevelop historic buildings in the new historic district. The city and community should actively collaborate to develop a plan for the district that meets the current and anticipated needs of residents and businesses including goals and performance indicators. Both city officials and community partners should co-monitor the progress of the district, evaluate the metrics after a certain period of time, and make any needed adjustments to meet the predetermined goals or metrics.

Legal advice from the City of Fayetteville (2017) on Arkansas state code recommends the following steps be taken to secure the district:

1. One of the following conditions must be satisfied in order to begin the process of placing restrictions on historic districts
 - a. The majority of property owners in the proposed district must sign a petition agreeing that their property shall be included in the historic district OR
 - b. Boundaries of a proposed historic district are identical to and encompass the area of a National Register of Historic Places Historic District.
 - c. While there are some smaller districts included in the outlined area, the majority of the area is uncategorized. This will take a modest volunteer effort on NWA BH behalf. We will launch volunteers to do door-to-door canvassing and tabling events to gather signatures and educate the community on the district.
2. Once a simple majority of signatures (approximately 350) have been collected from stakeholders, the Historic District Commission investigates the historical significance of the district through surveying and other methods.
3. Their report is then sent to the Arkansas Historic Preservation Program and the Fayetteville Planning Commission for review
4. The Historic District Commission will announce and hold a public meeting in accordance with city codes and ordinances.
5. The Historic District Commission's Final report with recommendations and ordinance draft with a complete description and a map of the exact boundaries of the new district.
6. The city council then accepts returns with revisions or rejects the report.

This process will require a collective effort by the city government, community members, and leaders but the payout will return with dividends in community satisfaction.

VII. Funding the Historic District at Spout Spring Branch

The Historic District at Spout Spring Branch would require significant planning and investment to reach its fullest potential. We recommend the City of Fayetteville levy a bond to fund the restoration and redevelopment of historic buildings including improvements to infrastructure and public spaces. Using bond issues to fund community improvement projects is a common practice in the United States. In 2021, state and local governments issued \$394 billion in bonds for infrastructure projects. This funding helped to improve roads, bridges, schools, and other vital infrastructure.

Fayetteville's residents have voted to support bond issues funding infrastructure projects. In recent years, the city has used bond issues to fund the construction of a new high school, a new convention center, and a new baseball stadium. Additionally, these funds could be used to acquire property to include in the district, public art displays and to spur economic development in the area. In 2019, the citizens of Fayetteville voted to use bonds to invest in much-needed infrastructure and arts development around the city. Without raising taxes, the city budgeted improvements for roads, trails, parks, public safety, job creation, and construction of the new Cultural Arts Corridor. A similar process could be used to educate the community on their contribution and support the district.

VIII. Conclusion

A historic district in the Spout Spring Branch is a win-win for the city and the community. The city of Fayetteville has used the historic preservation ordinances to give dwellings to a number of nonprofits, including the Fayetteville Public Library Foundation, the Fayetteville Arts Council, and the Fayetteville Historical Society. These nonprofits have renovated the dwellings and turned them into community spaces, such as libraries, performing arts venues, and museums. The city of Fayetteville's policy of giving dwellings for historic preservation is a positive step in the preservation of the city's historic heritage.

The Historic District at Spout Spring Branch would add value to the city by preserving important historical and cultural elements, attracting tourists and businesses, and improving the quality of life for residents. This would be the first Afrofuturist museum in the state, a laudable feat. The City of Fayetteville could fund this district like it has funded others, with a TIF or a bond to fund the restoration and redevelopment of historic buildings and space. Improvements to this community will reverberate with a positive impact through the hills of the city and region.

Appendix

Image 1: Submitted by Northwest Arkansas Black Heritage. Shows the new historic district in purple and other important landmarks and designations.

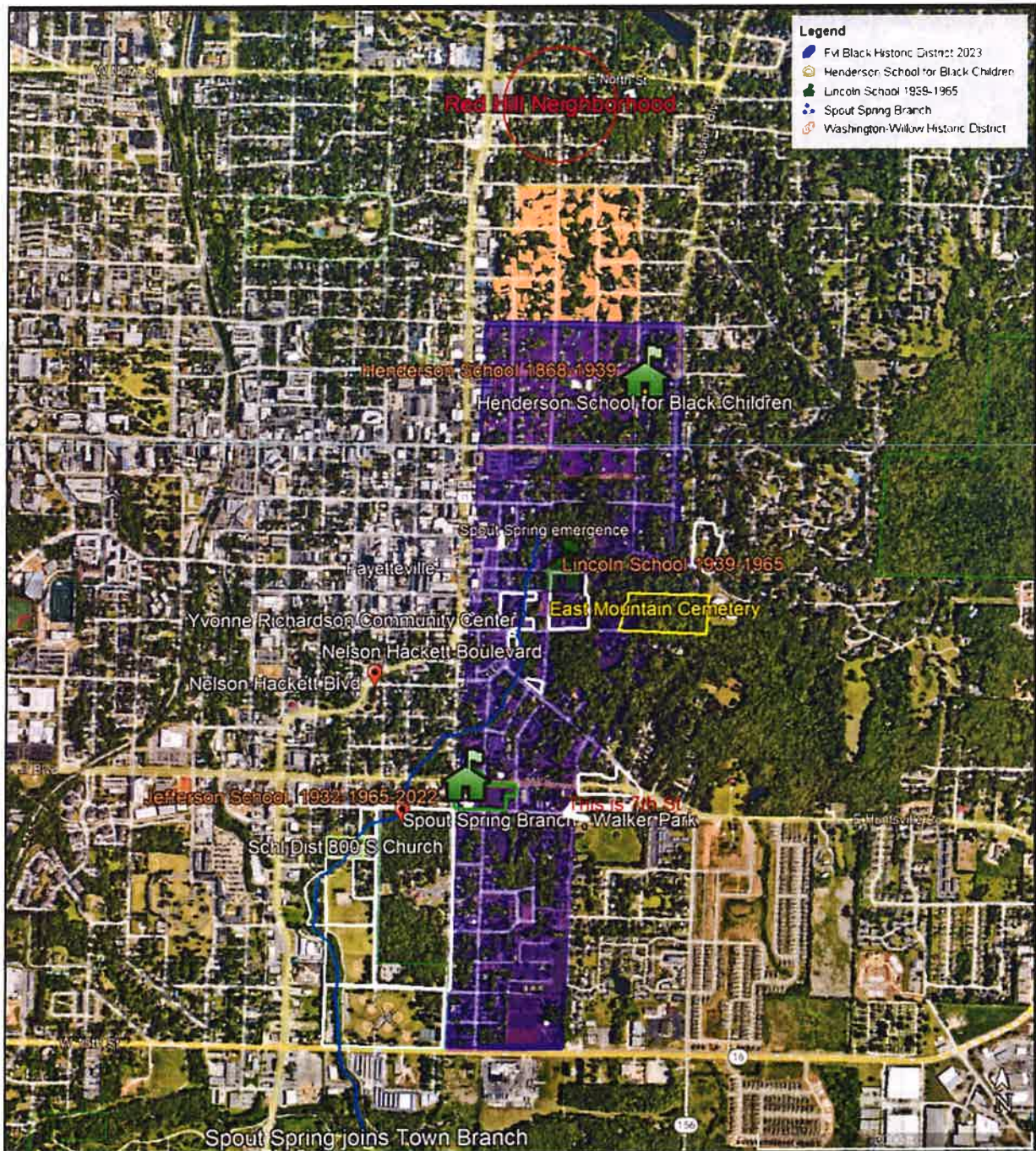
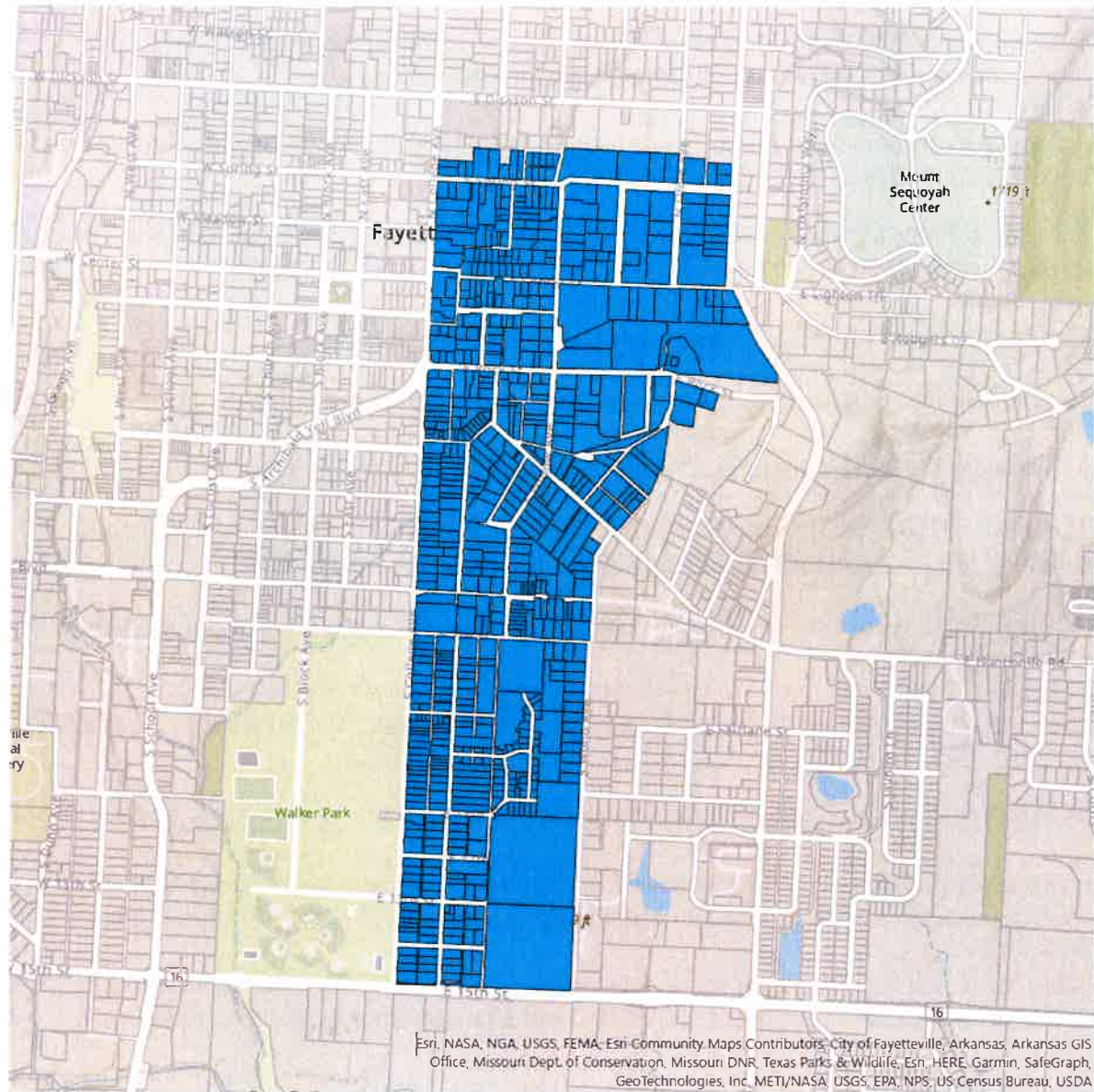


Image 2: Submitted by the City of Fayetteville. Shows the 690 parcels within the suggested historic district.



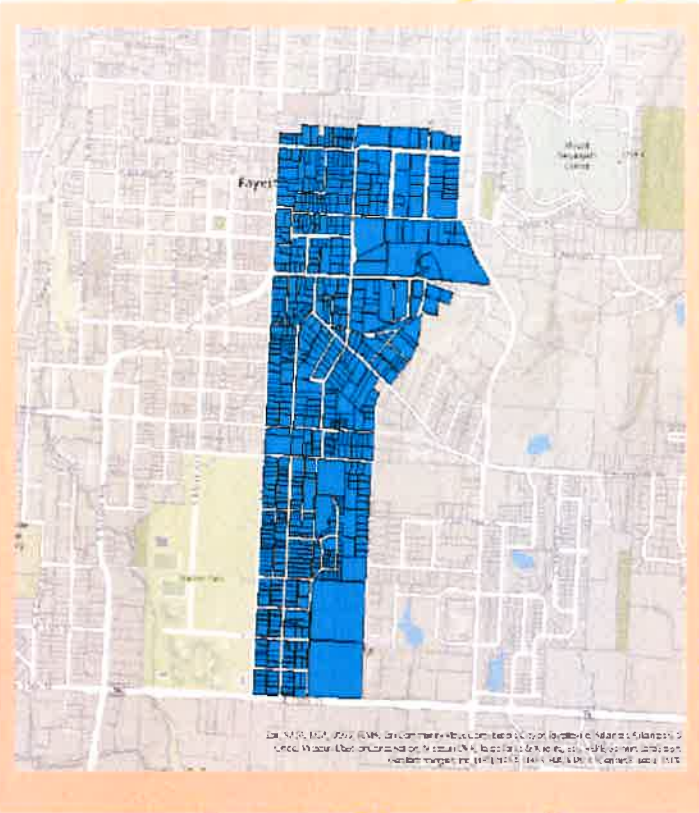
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The Historic District Of Spout Spring.

a place where people live



Why?

Historic preservation contributes to job creation, development, and income generation, directly and indirectly.

Small businesses benefit from historic preservation.

Historic preservation fosters civic pride and identity by encouraging interest in local history.

How?

Step 1: The City Council has agreed to support creating the district. Now we need to earn the support of at least 50% of property owners in the outlined district.

Step 2: We need your help to inform and collect signatures from property owners.

Step 3: The Historic District Commission and Arkansas Historic Preservation Program review the historical significance, host a public meeting, and submit a final report to the City Council.

Step 4: The City Council accepts the report as is or with revisions or rejects the report.

Vision

future of Spout Spring

We see an Afrofuturist Museum and Meditative Space for the community to imagine and heal

We want Affordable Housing within the district. We will find grant funds to build up the community and the district

We deserve increased walkability and greenspace for the community to enjoy.

Contact

<https://nwablackheritage.org/contact>



Frequently Asked Questions

A.

Who is leading this effort?

NWA Black Heritage is dedicated to preserving, documenting, and promoting the rich heritage and culture of Black communities in Northwest Arkansas.

B.

What is a historic district and why would it benefit this neighborhood?

A historic district is a designated area with historical, architectural, or cultural significance. It benefits neighborhoods by preserving their unique character, culture, and property values.

C.

How does zoning and land use regulation change in a historic district?

Zoning and land use regulations often become more restrictive to protect the area's historical and architectural character. Renovations and new construction may require special approvals and adhere to specific design guidelines. The aim is to preserve the district's historic integrity and property owners from untrustworthy developers.

D.

Are there financial incentives or grants available for historic district property owners?

There are often financial incentives and grants available for historic district property owners. These can include tax credits, grants, and low-interest loans to support the preservation and restoration of historically significant properties within the district.

E.

What are the responsibilities of property owners in a historic district?

Property owners in a historic district typically have responsibilities to maintain and preserve the historical and architectural integrity of their properties, following specific guidelines and regulations.

F.

How does a historic district impact property values?

Historic districts often stabilize or increase property values by preserving unique character and attracting buyers interested in historic charm and potential financial incentives.

G.

Are there examples of successful historic districts in similar neighborhoods?

Three unique examples in nearby states are: Greenwood Historic District, Tulsa, Oklahoma; 18th and Vine Historic District, Kansas City, Kansas; Independence Heights Historic District, Houston, Texas.

H.

What is the impact of a historic district on new construction and development in the neighborhood?

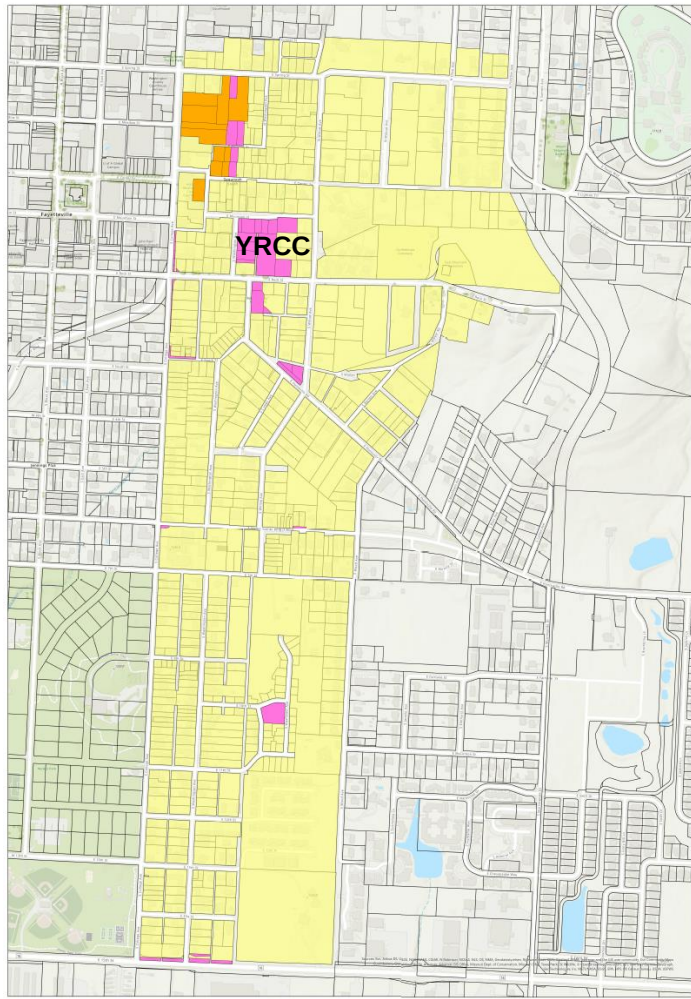
In a historic district, new construction and development typically face stricter regulations to ensure they complement the area's historical character and architectural integrity. We will work to ensure that current property owners are protected from harsh penalties.

SIGN A PETITION

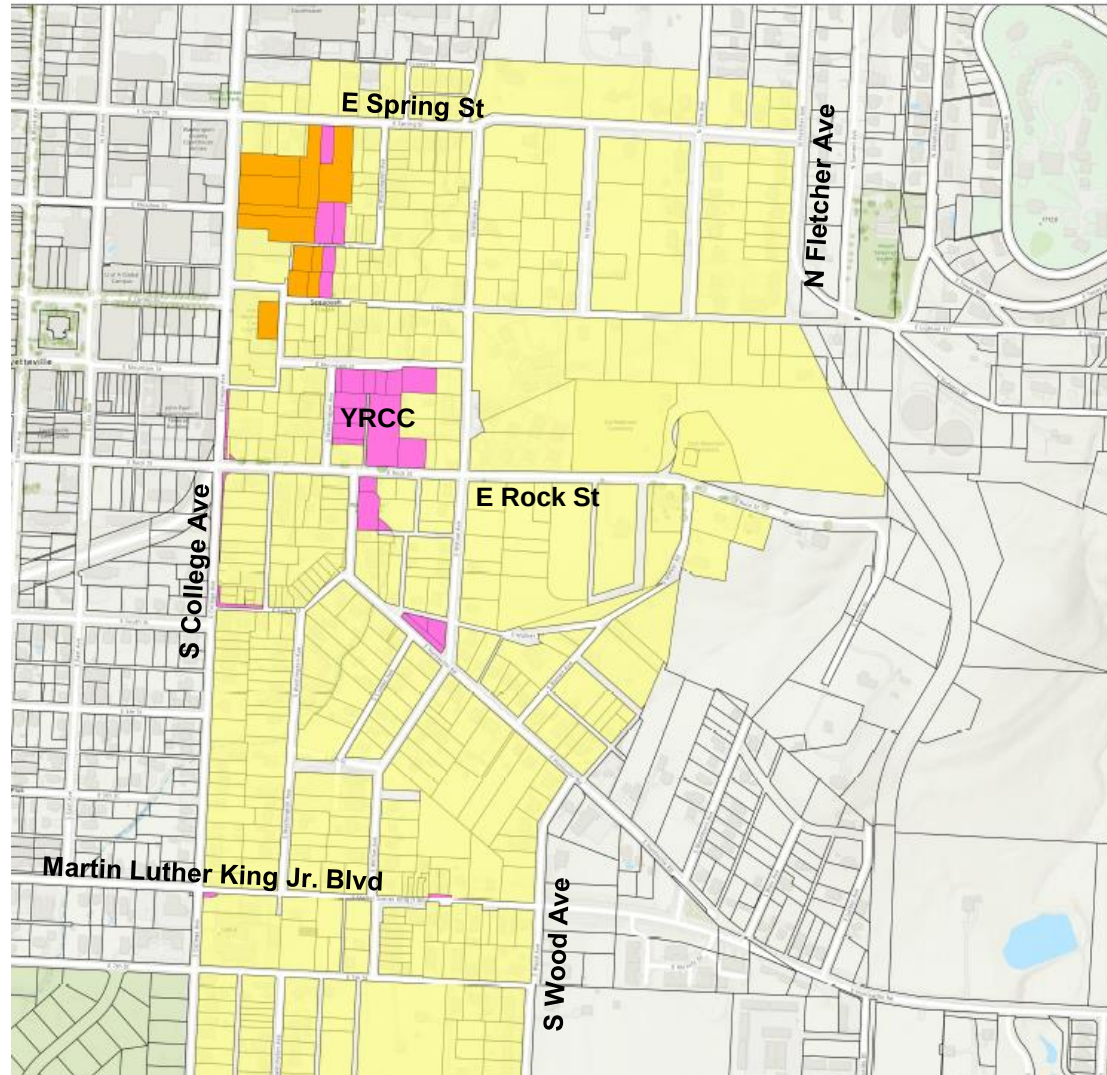
Contact

Emma Willis, emwillh102@gmail.com

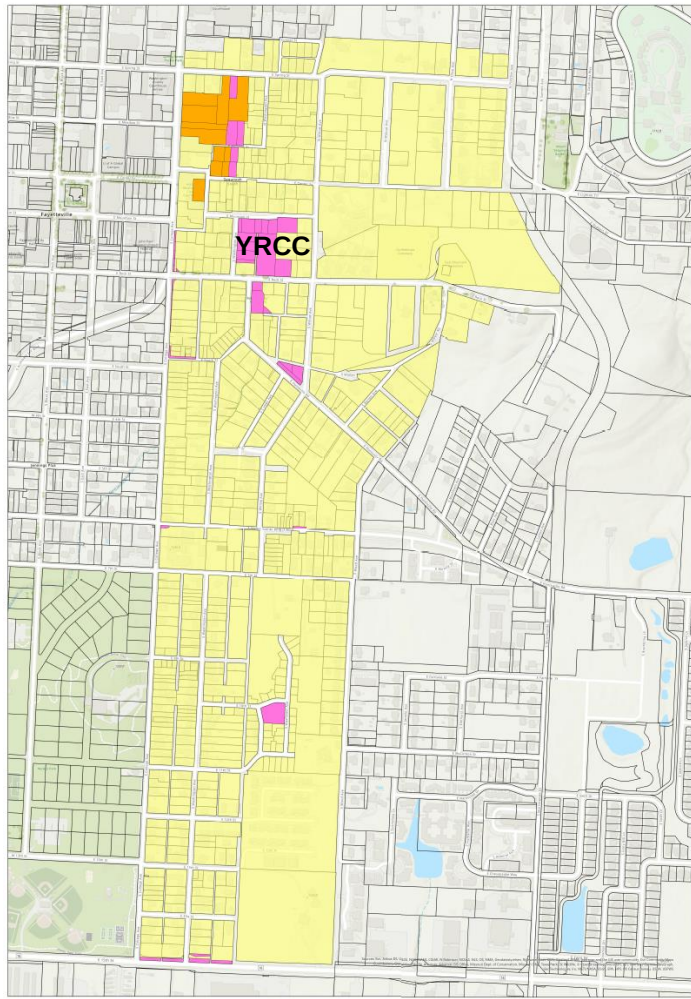
Proposed Spout Spring Historic District



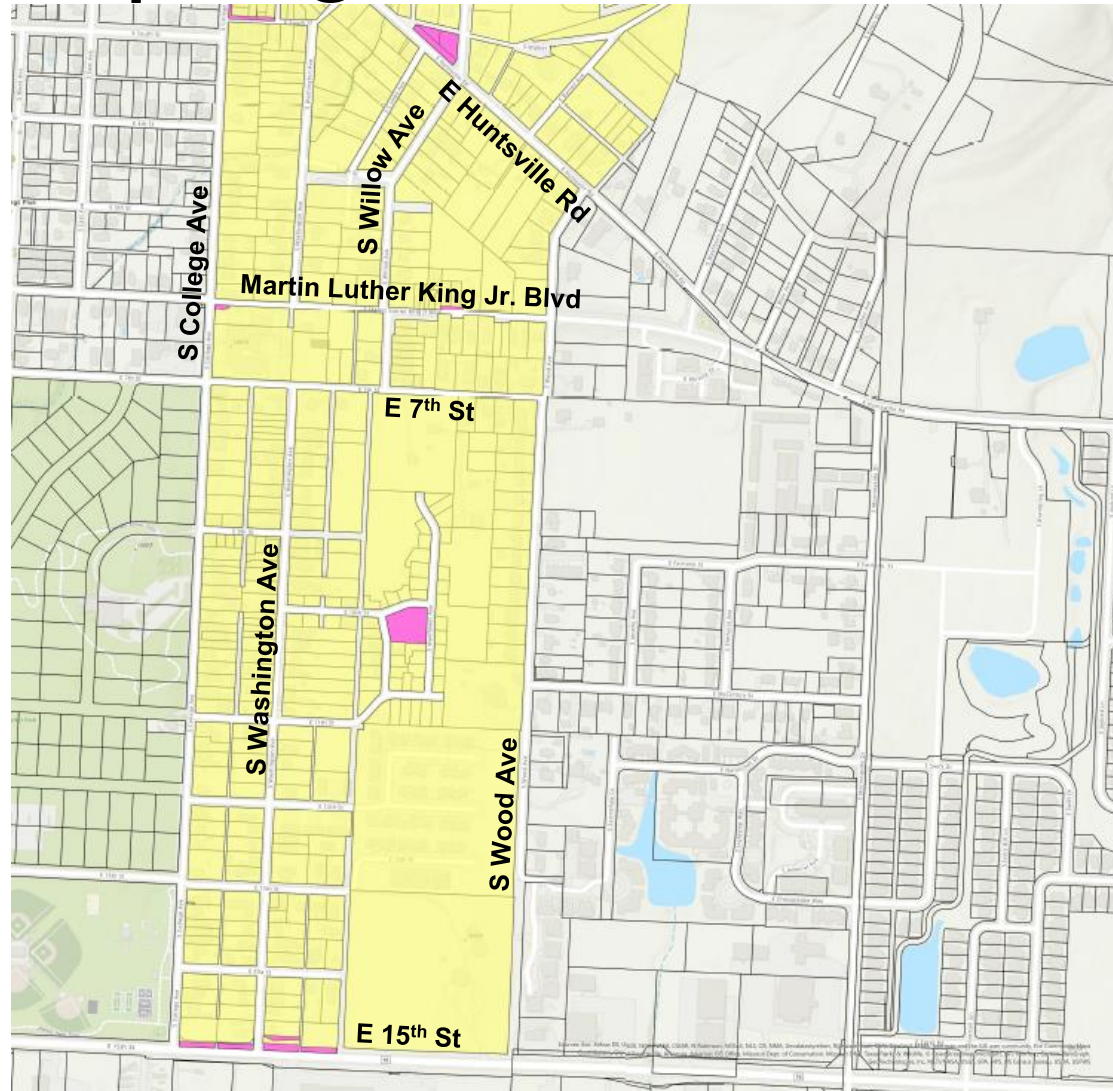
Proposed Spout Spring Historic District



Proposed Spout Spring Historic District



Proposed Spout Spring Historic District





MEETING OF FEBRUARY 20, 2024

TO: Mayor and City Council

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

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

DATE: February 9, 2024

SUBJECT: **Establishment of Local Historic Districts (Local Ordinance Districts) and Petition Signature Requirements**

BACKGROUND:

The Arkansas Historic Districts Act, Ark. Code Ann. 14-172-201, et seq., as amended, provides for the establishment of historic districts by ordinance adopted by vote of the governing body of any city, town, or county. The process prescribed requires that:

- The Historic District Commission (HDC) shall make an investigation and report on the historic significance of the buildings, structures, features, sites, or surroundings to be included in the proposed historic district. This report must be transmitted to the Arkansas Historic Preservation Program (AHPP) and the city's Planning Commission for their consideration and recommendation.
- Both AHPP and the Planning Commission have 60 days to provide a recommendation to HDC. Failure to make a recommendation shall be taken as approval of the report.
- HDC shall hold a public hearing on the establishment of the proposed historic district after giving notice in the newspaper once a week for three (3) consecutive weeks, with the first notification published at least twenty (20) days prior to the hearing. The notice shall include the time and place of the hearing, the purpose of the hearing, and describe the boundaries of the proposed historic district.
- HDC shall submit a final report with its recommendations to the City Council within 60 days after the public hearing. The report from HDC must contain:
 - A complete description of the area to be included in the historic district.
 - A map showing the exact boundaries of the district.
 - A proposed ordinance designed to implement the historic district including the state's requirements for such implementation.
 - Such other matters as HDC deems necessary and advisable.
- The City Council may then accept the report from HDC and enact the ordinance; return the report to HDC with amendments and revisions for consideration by the commission and a further report within 90 days; or reject the report and discharge the commission.

The process to initiate a local historic district can come in two ways. §14-172-203 Applicability of the Arkansas Historic Districts Act specifies that none of the provisions of the subchapter shall be in operation until and unless:

- A petition signed by a majority in numbers of the property owners within a proposed historic district is filed with the City Clerk, agreeing that their property shall be included in the historic district.
- The boundaries of the proposed historic district are identical to and encompass the area of a National Register of Historic Places Historic District as certified by the United States Department of the Interior.

DISCUSSION:

During the February 6, 2024 City Council meeting, Long Range Planning staff was asked to seek guidance from AHPP on the requirements and/or criteria for petition signatures required for the establishment of a local historic district when the exact boundaries of a National Register Historic District are not used. Long Range Planning staff consulted with AHPP the following day via phone and email seeking the requested guidance. While the AHPP staff consulted is not an attorney and AHPP does not have regulatory authority in these matters, they provided the following information in response, with reference to Arkansas Attorney General Opinion Ark. Op. Atty. Gen. No. 77-130 (Ark.A.G.), 1977 WL 23010:

- Owners of real property within the proposed historic district should be included for the purposes of the petition signatures required.
- Right-of way is typically included in a local ordinance historic district. Streetscapes and landscaping are considered features of a historic district, particularly in residential areas.
- One property owner with multiple properties has only one signature total. If a property has multiple individual owners each owner would have one signature.

The Attorney General opinion further states that, "Property owners, including governmental units, who are other than natural persons may join the petition by the signature of the president or other appropriate officer, keeping in mind...that the capacity in which the individual signs the petition should be exhibited on the petition." AHPP staff offered additional guidance on the question of property owners, recommending that property deeds would be the most reliable sources for a listing of property owners within the proposed district as tax records may from time to time not include the names of all owners. They also noted that they were not aware of any active local ordinance historic districts in Arkansas that did not follow this practice, and that the state enabling legislation and the Attorney General Opinion predate the Certified Local Government Program (CLG). An Arkansas city or county is eligible to participate in the CLG program if it has appointed an HDC and has passed a local preservation ordinance designating one or more local historic districts, according to applicable state law.

BUDGET/STAFF IMPACT:

N/A

Attachments:

Ark. Op. Atty. Gen. No. 77-130 (Ark.A.G.), 1977 WL 23010

Ark. Op. Atty. Gen. No. 77-130 (Ark.A.G.), 1977 WL 23010

Office of the Attorney General

State of Arkansas
Opinion No. 77-130
July 22, 1977

*1 The Honorable Robert Johnston
State Representative
2122 Broadway
Little Rock, Arkansas 72206

Dear Representative Johnston:

This is in response to your letter of June 30, 1977, requesting an opinion. You stated that the City of Little Rock is seeking to establish a historic district under the provisions of Ark. Stat. Ann. §§ 19-5001-5012 (Repl. 1968). You specifically requested that we render an opinion regarding the proper interpretation of the proviso in § 19-5010: 'Provided, none of the provisions of this Act shall be in operation until and unless there has been filed with the City Clerk of the city or town in which a historic district is contemplated, a petition signed by a **majority in numbers** of the property owners within such a proposed historic district agreeing that their property shall be included in such historic district.'

Your inquiry raises several questions: 'What is a **majority in numbers**', who is a 'property owner' for the purposes of the statute and when is property ownership determined?' We will deal with each of these questions in order.

A literal reading of § 19-5010 leaves no room for doubt but that the General Assembly intended the required petition to be signed by a majority of the persons owning real property in the proposed district. Although the legislature has, in the case of somewhat similar petition requirements for the establishment of improvement districts, water and light districts, cemetery districts and other special purpose governmental entities, required the assent of persons owning more than one-half in value or area of the real property to be obtained as a condition precedent to the formation of the governmental entity, the language of those statutes varies significantly from the language of this statute. See, Ark. Stat. Ann. § 20-1014 (Supp. 1975); § 20-505 (Repl. 1968); § 20-701 (Supp. 1975); § 20-901 (Repl. 1968); § 20-1201 (Repl. 1968); § 20-130 (Repl. 1968); § 20-1502 (Repl. 1968); and § 21-501 (Repl. 1968). The legislature's discretion in establishing local improvement districts is limited by Article 19, § 27 of the Constitution which mandates that such district not be established except 'upon the consent of a majority in value of the property owners owning property adjoining the locality to be affected; . . .' A historic district is not a local improvement district having no authority to assess the real property within the district and, therefore, does not come within the purview of Article 19, § 27.

Therefore, it is our opinion that the plain and unambiguous words of the statute must control and the petition required by the statute must contain the signatures of a majority in number of the persons owning property within the proposed district.

While the statute providing for a historic district does not define 'property owner', the legislature has defined the term in a similar context to mean the 'holder or holders of legal title' (Ark. Stat. Ann. § 20-232 (Repl. 1968)). The Arkansas Supreme Court has declared in Colquitt v. Stevens, 111 Ark. 314, 163 S.W. 1141 (1914) that the persons holding record title to property must sign a petition for the establishment of an improvement district. The Court stated that a holder of a life estate in property was not able to sign a petition and that a wife, holding property in her own name, could not ratify her husband's signature which purported to obligate the property which she individually owned. Further, in Johnson v. Norsworthy, 239 Ark. 545, 390 S.W.2d 439 (1965) it was held that individuals who were the controlling owners of a corporation had not effectually signed for the corporation where only their individual names appeared on a petition with no reference to their capacity in the corporation.

*2 Therefore, it is our opinion that a person must hold legal title to real property in the historic district before being considered a 'property owner' and, therefore, being eligible to sign the required petition. Further, since the statute refers to 'holders' of legal title, persons who own as tenants in common or joint tenants are property owners, since they hold an

ownership interest in real property which they can individually convey. Tenants by the entireties, on the other hand, would have to join together, as neither tenant could convey or obligate the property singly. Property owners, including governmental units, who are other than natural persons may join the petition by the signature of the president or other appropriate officer, keeping in mind the teaching of the Norsworthy case that the capacity in which the individual signs the petition should be exhibited on the petition.

Once sufficient signatures have been obtained on the petition it should be filed with the City Clerk. If the Clerk determines that the petition contains a sufficient number of signatures, according to the property ownership lists, then the petition is prima facie valid and the city may proceed on that basis. Swiderski v. Goggins, 257 Ark. 164, 514 S.W.2d 705 (1974). The prima facie validity of the petition could be challenged in a proper judicial action. High v. Bailey, 203 Ark. 461, 157 S.W.2d 203 (1941). However, once the petition has been filed, signatures cannot be removed therefrom without judicial permission. Reed v. Paving District, 171 Ark. 710, 286 S.W. 829 (1926).

The foregoing opinion, which I hereby approve, was prepared by Special Assistant Attorney General Lonnie A. Powers.
Yours truly,

Bill Clinton

Ark. Op. Atty. Gen. No. 77-130 (Ark.A.G.), 1977 WL 23010

End of Document

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MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council
THRU:
FROM: Blake Pennington, Assistant City Attorney
SUBJECT: Amend § 50.04 Depositing on Vacant Lots - Council Member Turk

RECOMMENDATION:

Council Member Turk is sponsoring an ordinance to amend Section 50.04 to include a prohibition on dumping mulch, compost, fill dirt, and brush on vacant lots.

BACKGROUND:

DISCUSSION:

BUDGET/STAFF IMPACT:

ATTACHMENTS: Ord - Amend 50.04 Depositing on Vacant Lots - Councilmember Turk approved 2.7.24 (#3), Depositing on Vacant Lots Amendment - Raven Lane Exhibit (#4)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1721

Amend § 50.04 Depositing on Vacant Lots - Council Member Turk

AN ORDINANCE TO AMEND §50.04 DEPOSITING ON VACANT LOTS OF THE FAYETTEVILLE CODE TO INCLUDE A PROHIBITION ON DUMPING MULCH, COMPOST, FILL DIRT, AND BRUSH ON VACANT LOTS IN THE CITY

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 50.04 **Depositing on Vacant Lots** of the Fayetteville Code and enacts a replacement § 50.04 as follows:

“50.04 Depositing on Vacant Lots

It shall be unlawful for any person to dump, throw or otherwise deposit any mulch, compost, fill dirt, brush, garbage or trash or accumulations of the same on any vacant lot in the city.”

AGENDA REQUEST FORM

FOR: Council Meeting of February 20, 2024

FROM: Council Member Teresa Turk

ORDINANCE OR RESOLUTION TITLE AND SUBJECT:

AN ORDINANCE TO AMEND § 50.04 **DEPOSITING ON VACANT LOTS**
OF THE FAYETTEVILLE CODE TO INCLUDE A PROHIBITION ON
DUMPING MULCH, COMPOST, FILL DIRT, AND BRUSH ON VACANT
LOTS IN THE CITY

APPROVED FOR AGENDA:

Approved by email

2/7/24

**City Council Member
Teresa Turk**

Blake Pennington

2/7/24

**Sr. Assistant City Attorney
Blake Pennington**
Approved as to form

ORDINANCE NO. _____

AN ORDINANCE TO AMEND § 50.04 **DEPOSITING ON VACANT LOTS** OF THE FAYETTEVILLE CODE TO INCLUDE A PROHIBITION ON DUMPING MULCH, COMPOST, FILL DIRT, AND BRUSH ON VACANT LOTS IN THE CITY

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals § 50.04 **Depositing on Vacant Lots** of the Fayetteville Code and enacts a replacement § 50.04 as follows:

“50.04 Depositing on Vacant Lots

It shall be unlawful for any person to dump, throw or otherwise deposit any mulch, compost, fill dirt, brush, garbage or trash or accumulations of the same on any vacant lot in the city.”

PASSED and **APPROVED** this 20th day of February, 2024.

APPROVED:

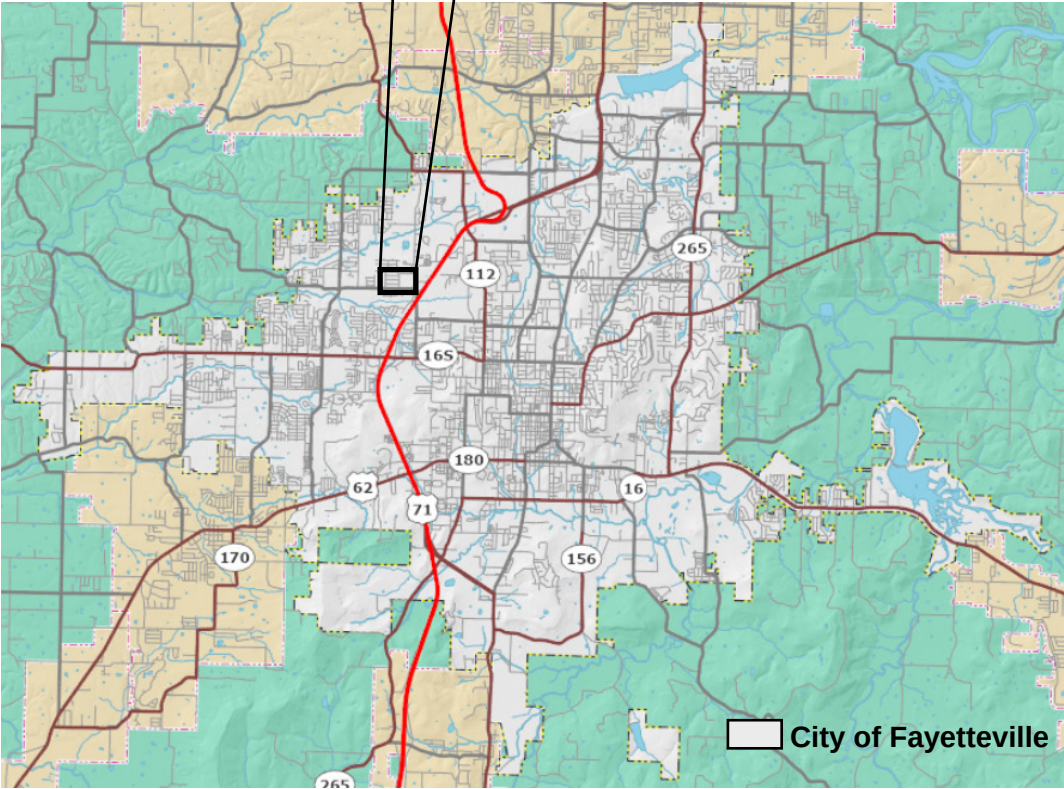
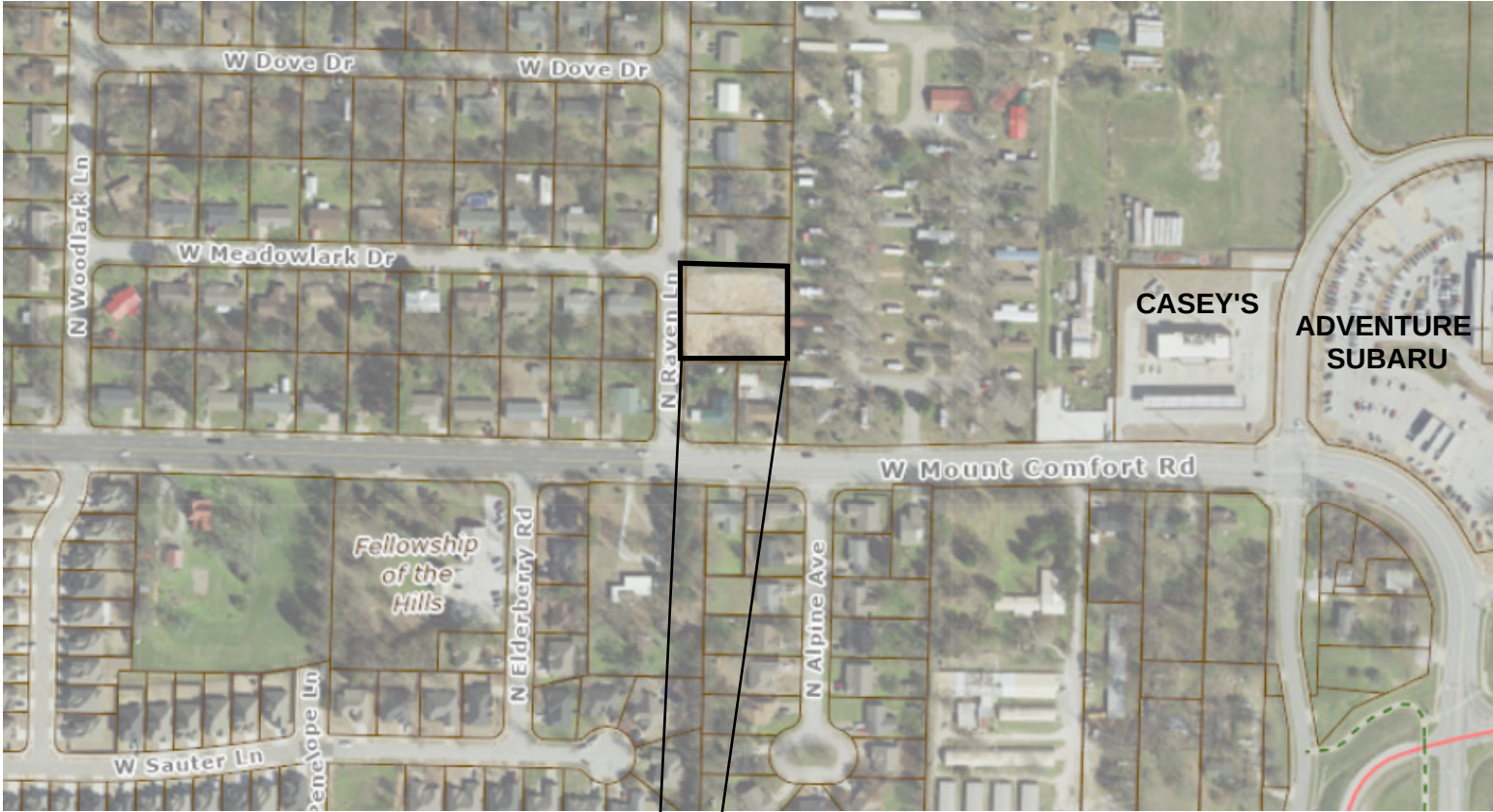
ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
KARA PAXTON, City Clerk/Treasurer

Section 50.04 - Depositing on Vacant Lots

Property Exhibit - N. Raven Lane
(North of 2680 W. Mount Comfort Rd.)





Resident-Provided Site Photos (Non-Date Specific)



Staff Investigation Photos September & October 2023



MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council
THRU: Susan Norton, Chief of Staff
FROM: Alison Jumper, Director of Parks, Natural Resources and Cultural Affairs
SUBJECT: **Amendment Two to a Lease with the Fayetteville Public School District**

RECOMMENDATION:

Approval of Amendment Two to an existing lease with the Fayetteville Public School District.

BACKGROUND:

The City of Fayetteville and Fayetteville Public School District have enjoyed sharing use of property since 1973 to make the best use of resources. Over the years needs have changed and the lease has been amended from time to time based on the needs of the community.

DISCUSSION:

Staff has worked with the Fayetteville Public School legal counsel since last summer to clarify use of Lewis Fields and the Lake Fayetteville Environmental Study Center, and to make an addition to lease to include a District owned parking lot that serves the north end of Walker Park. This lease amendment will update the lease based on current property use and clarify the shared use of Lewis Fields that was previously included in the land purchase agreement. Major changes to the lease include:

- Omitting the lease for the Lake Fayetteville Environmental Study Center
- Omitting the lease for a portion of the old Jefferson School area grounds where the city formerly programmed a community garden
- Including the priority scheduling for Fayetteville Public Schools for at least one of the fields at the Lewis St. property
- Adding the use by the City of a parking area they own at the north end of Walker Park

The lease terms will remain and expire in 2026, at which time either an amendment or a renewal will be presented for approval.

BUDGET/STAFF IMPACT:

None.

ATTACHMENTS: SRF (#3), Amendment 2 to Lease Agreement with Fayetteville Public Schools - Signed (#4), 167-16 Resolution - Fayetteville Public School Agreement (#5), 5968 Amend Ord. 3898 (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1715

Amendment Two to a Lease with the Fayetteville Public School District

AN ORDINANCE TO AMEND A JOINT LEASE AGREEMENT WITH THE FAYETTEVILLE SCHOOL DISTRICT FOR PORTIONS OF JEFFERSON ELEMENTARY SCHOOL, HOLCOMB ELEMENTARY SCHOOL, AND LAKE FAYETTEVILLE

WHEREAS, on September 20, 2016, the City and Fayetteville School District entered into a Joint Lease Agreement for portions of Jefferson Elementary School, Holcomb Elementary School, and Lake Fayetteville; and

WHEREAS, on April 18, 2017, the City Council passed Ordinance 5968 approving Amendment 1 to the Joint Lease Agreement to reduce the Lake Fayetteville leased premises by approximately 1.7 acres; and

WHEREAS, the parties now desire to change the leased premises and other terms of the Agreement based on changes in use and recreational priorities.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes Mayor Jordan to sign Amendment 2 to the Joint Lease Agreement with the Fayetteville School District, a copy of which is attached to this Ordinance.

City of Fayetteville Staff Review Form

2024-1715

Item ID

2/20/2024

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

Alison Jumper

1/31/2024

PARKS & RECREATION (520)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Approval of Amendment Two to an existing lease with the Fayetteville Public School District.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution # 167-16, Ord 5968

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

AMENDMENT #2 TO JOINT LEASE AGREEMENT

WHEREAS, on September 20, 2016, the City of Fayetteville, Arkansas and Fayetteville School District entered into a Joint Lease Agreement for portions of Jefferson Elementary School, Holcomb Elementary School, and Lake Fayetteville; and

WHEREAS, on April 18, 2017, the parties executed Amendment #1 to Joint Lease Agreement to reduce the Lake Fayetteville leased premises by approximately 1.7 acres;

WHEREAS, the parties now desire to change the leased premises and other terms of the Agreement based on changes in use and recreational priorities; and

WHEREAS, this document evidences the mutual agreement between the City of Fayetteville, Arkansas, a municipal corporation, hereafter called “the City,” and Fayetteville School District, hereafter called “the District,” to amend the current Joint Lease Agreement as follows:

Section 1:

1. Strike “JEFFERSON ELEMENTARY SCHOOL” and “A portion of the grounds of Jefferson Elementary School identified in the map attached as Exhibit A.”
2. Add the following language to be included as a new property leased by the City:

“JEFFERSON ADMINISTRATION PARKING LOT; A portion of the parking lot of the Jefferson Administration Building identified in the map attached as Exhibit A.”

Section 2

1. Strike current language entirely.
2. Add the following language:

“For and in consideration of the covenants and agreements herein entered into and agreed upon by the District as obligations to the City, the City agrees to give priority scheduling of at least one (1) field at Lewis Fields to the District for use by district club and intramural teams, at no cost to the District. The use of the field is non-exclusive, however the District is entitled to priority scheduling provided the District gives reasonable notice, as determined by the parties. The City will not charge a cost to the District for the use of the field or for the maintenance of the field”

Section 3

1. Amended to read as follows:

“The term of this Joint Lease shall begin on September 20, 2016, and end on September 19, 2026, unless sooner terminated by three (3) months written notice by any of the parties hereto. The parties may waive the three month notice requirement by mutual written agreement.”

Section 4

1. Delete section (a) and replace with:

Jefferson Administration Building Parking Lot

- Maintain the parking lot, which includes litter pick up, striping, and repairing normal wear and tear from use;
- Ensure public use of the parking lot conforms to the City’s expectation of public use for other City parks and public areas; and
- Promptly report any concerns or issues with the parking lot to the District.

Section 6

1. Strike entirely

Section 7

1. Strike entirely

Section 8

1. Strike entirely

Section 9

1. Strike entirely

Section 18

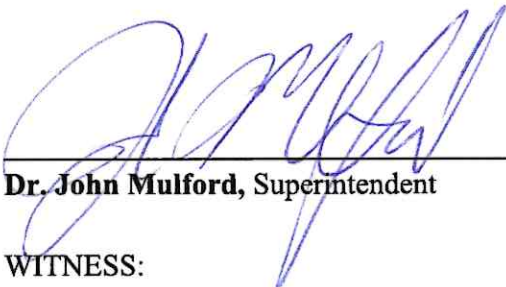
1. Add the following language:

“The parties agree and understand that this Amendment to the Joint Lease Agreement is complementary and supplementary to the Memorandum of Understanding between the parties regarding the Possession, Use, and Maintenance of the District’s Portion of the Lewis Fields Property.”

EXHIBIT TO FOLLOW

IN WITNESS WHEREOF, the parties to Amendment No. 2 to the Joint Lease Agreement have caused their signatures to be set by their authorized representative effective the date set forth herein above.

FAYETTEVILLE SCHOOL DISTRICT



Dr. John Mulford, Superintendent

WITNESS:

**CITY OF FAYETTEVILLE,
ARKANSAS**

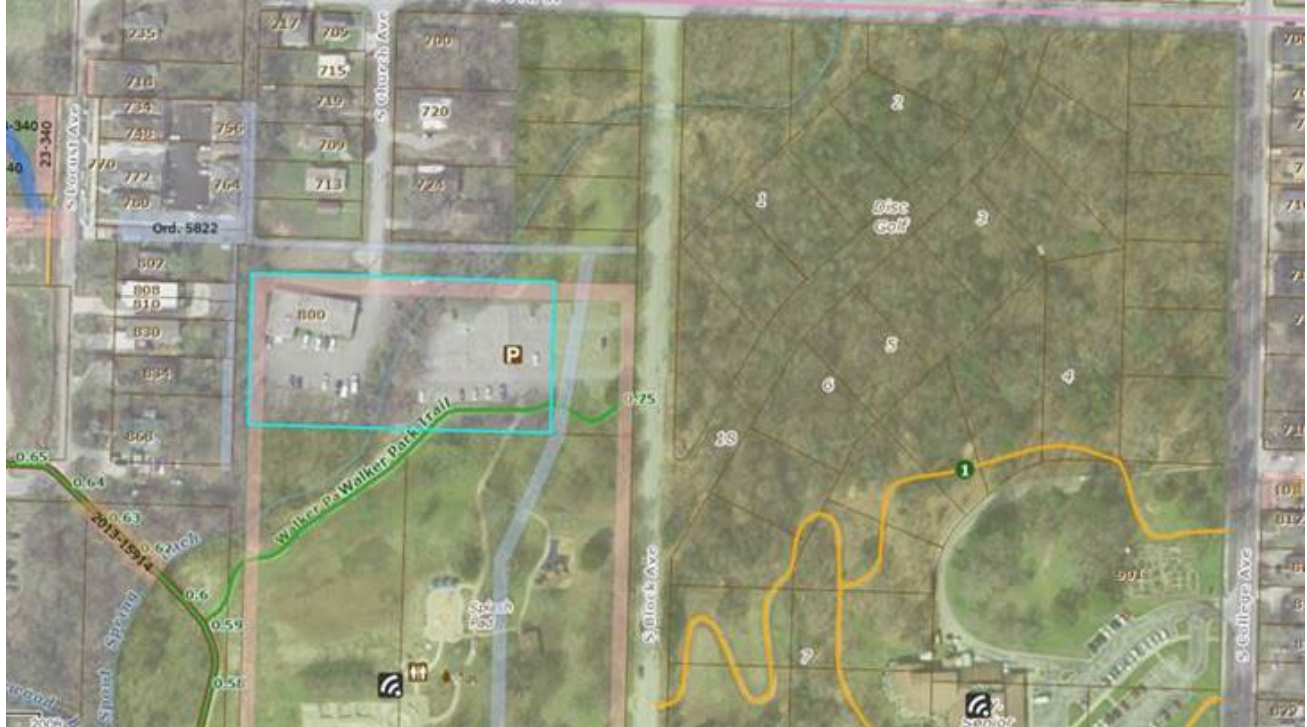
Lioneld Jordan, Mayor

ATTEST:

Kara Paxton, City Clerk-Treasurer

Exhibit A

Replace with



Jefferson Administration Building Parking Lot Exhibit A

*use limited to the parking lot east of the creek, as indicated by the P

Exhibit C

Remove entirely.



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

Resolution: 167-16

File Number: 2016-0414

FAYETTEVILLE PUBLIC SCHOOLS JOINT LEASE AGREEMENT:

A RESOLUTION TO APPROVE A JOINT LEASE AGREEMENT WITH THE FAYETTEVILLE SCHOOL DISTRICT FOR PORTIONS OF JEFFERSON ELEMENTARY SCHOOL, HOLCOMB ELEMENTARY SCHOOL AND LAKE FAYETTEVILLE.

WHEREAS, the City Council of the City of Fayetteville and the Fayetteville School District have long worked together to provide recreational services to Fayetteville citizens and students; and

WHEREAS, the previous lease agreement has expired and both the City of Fayetteville and Fayetteville School District desire to enter into a new agreement for the benefit of Fayetteville citizens and students.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a lease agreement with the Fayetteville School District which will allow the City to use portions of Jefferson Elementary School and Holcomb Elementary School for the benefit of the public and will allow the Fayetteville School District to use portions of Lake Fayetteville for the benefit of its students.

PASSED and APPROVED on 9/20/2016

Approved:


Lioneld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0414

Agenda Date: 9/20/2016

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

FAYETTEVILLE PUBLIC SCHOOLS JOINT LEASE AGREEMENT:

A RESOLUTION TO APPROVE A JOINT LEASE AGREEMENT WITH THE FAYETTEVILLE SCHOOL DISTRICT FOR PORTIONS OF JEFFERSON ELEMENTARY SCHOOL, HOLCOMB ELEMENTARY SCHOOL AND LAKE FAYETTEVILLE

WHEREAS, the City Council of the City of Fayetteville and the Fayetteville School District have long worked together to provide recreational services to Fayetteville citizens and students; and

WHEREAS, the previous lease agreement has expired and both the City of Fayetteville and Fayetteville School District desire to enter into a new agreement for the benefit of Fayetteville citizens and students.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a lease agreement with the Fayetteville School District which will allow the City to use portions of Jefferson Elementary School and Holcomb Elementary School for the benefit of the public and will allow the Fayetteville School District to use portions of Lake Fayetteville for the benefit of its students.

JOINT LEASE AGREEMENT

This Agreement, made and entered by and between the City of Fayetteville, Arkansas, a municipal corporation, hereafter called "the City," and the Fayetteville School District, hereafter called "the District," **Witnesseth:**

1. For and in consideration of the covenants and agreements herein entered into and agreed upon by the City as obligations to the District, the District lets, leases and demises unto the City, subject to the terms and conditions contained herein, the following described properties situated in Washington, County, Arkansas:

JEFFERSON ELEMENTARY SCHOOL

A portion of the grounds of Jefferson Elementary School identified in the map attached as Exhibit A.

HOLCOMB ELEMENTARY SCHOOL

A part of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 32, Township 17 North, Range 30 West, being more particularly described as follows: Commencing at the Southwest corner of said SE-NW, thence with the South line of said SE-NW South 87° 26' 29" East 992.643 feet, thence with the East line of said SE-NW North 02° 33' 39" East 210.689 feet, to the Point of Beginning; thence continuing with said East line North 02° 33' 38" East 276.225 feet; thence leaving said East line North 87° 26' 19" West 967.758 feet; thence South 02° 33' 41" West 276.225 feet; thence South 87° 26' 19" East 967.763 feet, to the Point of Beginning and containing 267,320 square feet (6.137 acres), more or less.

The Holcomb Elementary School leased premises are further identified in the map attached as Exhibit B.

2. For and in consideration of the covenants and agreements herein entered into and agreed upon by the District as obligations to the City, the City non-exclusively lets, leases and demises unto the District, subject to the terms and conditions set forth under a separate Agreement, (provided that nothing contained herein shall in any way affect the rights and obligations established by said separate Agreement), the following described property situated in Washington, County, Arkansas:

LAKE FAYETTEVILLE

A part of the East Half of Section 13 and part of the East Half of Section 24, Township 17 North, Range 30 West, and part of the West Half of Section 18 and part of the West Half of Section 19, Township 17 North, Range 29 West, being more particularly described as follows: Beginning at the Northwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 13; thence with the North line of said SE-NE-13-17-30 South 87° 06' 01" East 1303.739 feet; thence South 02° 29' 13" West 17.192 feet thence South 87° 51' 20" East 818.386 feet; thence with the West right-of-way line of Highway 265 (Crossover Road) the following calls: South 06° 01' 18" West

2.822 feet; thence South 11° 44' 19" West 100.498 feet; thence South 06° 01' 42" West 47.6 feet; thence South 02° 51' 10" West 95.156 feet; thence South 03° 19' 21" East 89.915 feet thence South 08° 19' 18" East 59.959 feet; thence South 11° 49' 21" East 44.973 feet; thence South 14° 19' 18" East 29.984 feet; thence South 17° 19' 22" East 59.959 feet; thence South 19° 19' 20" East 832.701 feet; thence South 16° 46' 49" East 98.118 feet; thence South 09° 44' 20" East 173.596 feet; thence South 01° 14' 19" East 154.34 feet; thence South 02° 45' 41" West 926.592 feet; thence South 02° 44' 44" West 1322.566 feet; thence South 02° 35' 18" West 250.278 feet; thence leaving said West right-of-way line North 87° 36' 40" West 3750.975 feet; thence North 00° 10' 36" West 831.004 feet; thence North 72° 00' 17" East 1351.875 feet to a point on the West line of the SE-13-17-30; thence with said West line North 02° 09' 09" East 2935.509 feet, to the Point of Beginning and containing 266.760 acres, more or less.

LESS AND EXCEPT all that portion of said parcel lying within the waters of Lake Fayetteville, said waters being more particularly described as that portion of said parcel lying below an elevation on 1238 feet above mean sea level, said elevation being the top of the Lake Fayetteville spillway.

The Lake Fayetteville leased premises are further identified in the map attached as Exhibit C.

3. The term of this Joint Lease shall begin on September 20, 2016 and end on September 19, 2026, unless sooner terminated by twelve (12) months written notice by any of the parties hereto.
4. The City agrees to perform the following:
 - a. Jefferson Elementary School
 - Build and maintain the community gardens; and
 - Administer garden plots by subleasing individual or family plots to Fayetteville residents for a single growing season for non-commercial purposes.
 - b. Holcomb Elementary School
 - Pick up trash and mow leased area; and
 - Schedule softball fields.
5. The District agrees to allow the City to use the Holcomb Elementary School parking lot and portions of the softball fields at Gary Hampton Softball Complex located on District property for softball leagues, tournaments and sport clinics at no charge.
6. The City agrees that the process of subleasing of Community Garden plots will be conducted in a fair and nondiscriminatory manner, and the fee charged will only be sufficient to cover estimated seasonal water use and minor administrative costs.

7. The City agrees that access to the Community Gardens does not include access to any building on the former Jefferson School Grounds. All ingress/egress to the raised bed garden area shown on Exhibit A in the northwest area of the grounds will be provided through the wrought iron gate. The Fayetteville Community Garden Coalition and participating gardeners shall be responsible for maintaining the gardens and garden area upon the leased premises in a satisfactory condition. The premises shall, at all times, be maintained in a neat and orderly condition. All garden operations will be carried on in accordance with high standards, particularly in the areas of cleanliness, service and noise.
8. The District acknowledges that the lease for the Lake Fayetteville property is non-exclusive and agrees that the City may also enter into a separate lease agreement for the property with the Springdale School District. The District agrees to work with the Springdale School District and may enter into a separate agreement with the Springdale School District regarding access to and responsibilities and obligations with respect to the leased premises.
9. The District further acknowledges that the leased premises are part of Lake Fayetteville Park and that the Fayetteville Parks and Recreation Department will continue to manage the park property and conduct City-sponsored programs and special events at Lake Fayetteville, which may include the leased premises. The City and the District agree to communicate and work together to schedule programs and events to avoid conflicts in use of the leased premises.
10. The City and the District shall have the right to inspect the leased premises at all reasonable times.
11. Facility expansions and all site alterations must have prior written approval by the owner and meet all owner standards/procedures as well as all applicable federal, state and local laws for such expansions or alterations. Any permanent structure shall become a permanent fixture to the land, and become the property of the owner at the end of the lease term, unless otherwise agreed to in writing prior to construction of the structure.
12. Each party agrees to indemnify and hold the other and its officers, officials, employees, and agents harmless from any and all liability, including attorney's fees, for claims, expenses, loss or damage to persons or property resulting from their negligent acts, provided that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the City or the District under the Constitution and Statutes of the State of Arkansas.
13. The parties hereby agree that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, they will peaceably deliver possession of the leased premises to the other, including all permanent fixtures, without demand.

14. The parties agree not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction over the premises.
15. It is agreed that the failure of either party to invoke any of the available remedies under this agreement or under law in the event of one or more breaches or defaults by the other under the agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the party from invoking such remedies in the event of any future breach or default.
16. Each paragraph of this agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.
17. This agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.
18. The parties agree and understand that this Joint Lease Agreement is complementary and supplemental to the School Gymnasium Agreement, the fifty (50) year term of the Environmental Study Center Ordinance, and other leases and agreements already in force between the parties, and that it does not alter, amend or abridge any of the rights, obligations, or duties of the parties not expressly addressed herein.
19. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands this 20th day of September, 2016.

CITY OF FAYETTEVILLE, ARKANSAS

By:

Lionel Jordan, Mayor

ATTEST:

By:

Sondra E. Smith
Sondra Smith, City Clerk-Treasurer



FAYETTEVILLE SCHOOL DISTRICT

By:

Matthew Wendt, Superintendent

ATTEST:

By:

Paula Neal
Paula Neal,
Administrative Assistant to the Superintendent

ACKNOWLEDGMENT

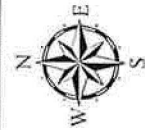
State of Arkansas)
) SS.
County of Washington)

On this the 5 day of October 2016, before me, a Notary Public, duly commissioned and acting in and for the State and County aforesaid, personally appeared LIONELD JORDAN and SONDRAS SMITH, to me well known, who stated that they were the Mayor and City Clerk-Treasurer, respectively of the City of Fayetteville, Arkansas, and have been authorized by lawful resolution of the Fayetteville City Council to execute contracts on behalf of the City of Fayetteville, Arkansas, and that they acknowledged that they had executed the foregoing instrument for the consideration, uses and purposes therein contained.

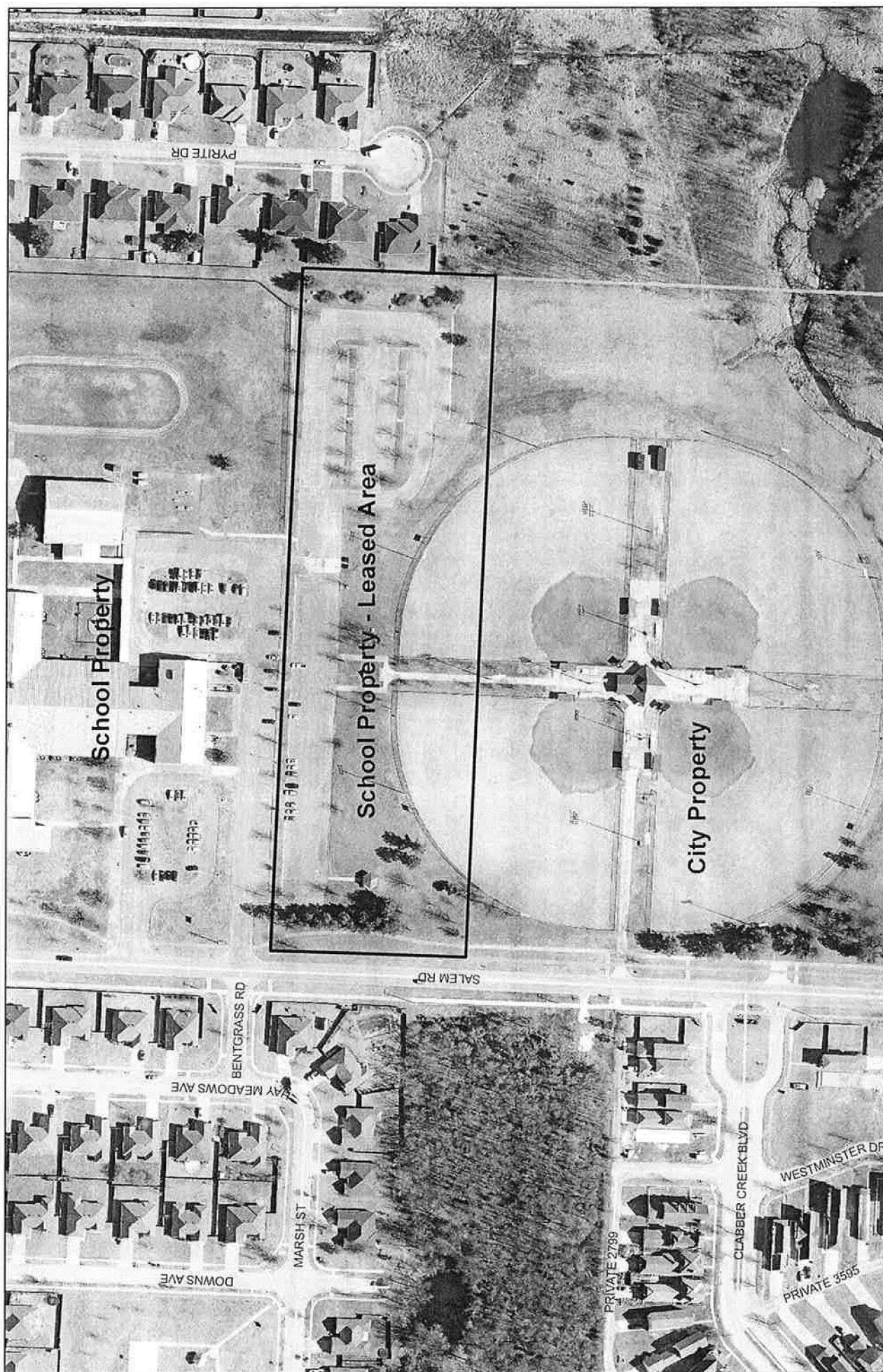
In witness whereof I hereunto set my hand and official seal

My commission expires: 2-6-2018


Notary Public



Community Garden Location Exhibit A



Holcomb Elementary School Lease Area

Exhibit B



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

Ordinance: 5968

File Number: 2017-0194

AMEND ORD. 3898, BOTANICAL GARDEN AND FAYETTEVILLE SCHOOLS AGREEMENT:

AN ORDINANCE TO AMEND ORDINANCE 3898 BY REMOVING APPROXIMATELY 1.7 ACRES FROM THE LAKE FAYETTEVILLE NATURE STUDY CENTER RESERVE, TO APPROVE AN AMENDMENT TO THE JOINT LEASE AGREEMENT WITH THE FAYETTEVILLE SCHOOL DISTRICT TO REFLECT THE REMOVAL OF THE 1.7 ACRES, TO APPROVE AN AMENDMENT TO THE BOTANICAL GARDEN LAND LEASE AGREEMENT WITH THE BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC. TO ADD APPROXIMATELY 1.7 ACRES TO THE LEASED PREMISES, AND TO APPROVE AN AMENDMENT TO THE BOTANICAL GARDEN OF THE OZARKS MASTER PLAN TO ADD AN OPERATIONS CENTER ON THE ADDITIONAL ACREAGE

WHEREAS, on June 20, 1995, the City Council passed Ordinance 3898 to reserve and maintain more than 260 acres on the eastern end of Lake Fayetteville for nature study purposes for the benefit of Fayetteville residents as well as the Fayetteville and Springdale school districts which had jointly constructed a nature study center on the property; and

WHEREAS, the Botanical Garden Society of the Ozarks, Inc. has identified a parcel of land approximately 1.7 acres in size adjacent to its leased premises that is currently within the nature study reserve on which it wants to construct an Operations Center to facilitate the maintenance of existing and future gardens; and

WHEREAS, the Springdale School District and Fayetteville School District have agreed to the proposal to amend Ordinance 3898 and reduce the nature study enter reserve by approximately 1.7 acres, and the Fayetteville School District has also agreed to amend its Joint Lease Agreement with the City that covers portions of Jefferson Elementary School, Holcomb Elementary School, and Lake Fayetteville.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

FAYETTEVILLE, ARKANSAS:

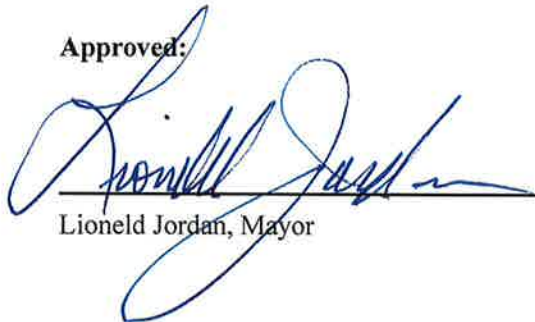
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Ordinance 3898 to remove approximately 1.7 acres from the Lake Fayetteville Nature Study Center Reserve as shown on the map attached to the Parks and Recreation Department's Agenda Memo as Exhibit A.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment #1 to the Joint Lease Agreement with the Fayetteville School District to remove approximately 1.7 acres from the leased premises.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment #1 to the Botanical Garden Land Lease Agreement with the Botanical Garden Society of the Ozarks, Inc. by adding approximately 1.7 acres to the leased premises and further approves an amendment to the Botanical Garden of the Ozarks Master Plan to add an Operations Center to the additional acreage.

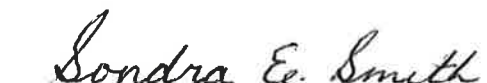
PASSED and APPROVED on 4/18/2017

Approved:



Lioneld Jordan, Mayor

Attest:



Sondra E. Smith, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2017-0194

Agenda Date: 4/18/2017

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Ordinance

Agenda Number: C. 6

AMEND ORD. 3898, BOTANICAL GARDEN AND FAYETTEVILLE SCHOOLS AGREEMENT:

AN ORDINANCE TO AMEND ORDINANCE 3898 BY REMOVING APPROXIMATELY 1.7 ACRES FROM THE LAKE FAYETTEVILLE NATURE STUDY CENTER RESERVE, TO APPROVE AN AMENDMENT TO THE JOINT LEASE AGREEMENT WITH THE FAYETTEVILLE SCHOOL DISTRICT TO REFLECT THE REMOVAL OF THE 1.7 ACRES, TO APPROVE AN AMENDMENT TO THE BOTANICAL GARDEN LAND LEASE AGREEMENT WITH THE BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC. TO ADD APPROXIMATELY 1.7 ACRES TO THE LEASED PREMISES, AND TO APPROVE AN AMENDMENT TO THE BOTANICAL GARDEN OF THE OZARKS MASTER PLAN TO ADD AN OPERATIONS CENTER ON THE ADDITIONAL ACREAGE

WHEREAS, on June 20, 1995, the City Council passed Ordinance 3898 to reserve and maintain more than 260 acres on the eastern end of Lake Fayetteville for nature study purposes for the benefit of Fayetteville residents as well as the Fayetteville and Springdale school districts which had jointly constructed a nature study center on the property; and

WHEREAS, the Botanical Garden Society of the Ozarks, Inc. has identified a parcel of land approximately 1.7 acres in size adjacent to its leased premises that is currently within the nature study reserve on which it wants to construct an Operations Center to facilitate the maintenance of existing and future gardens; and

WHEREAS, the Springdale School District and Fayetteville School District have agreed to the proposal to amend Ordinance 3898 and reduce the nature study center reserve by approximately 1.7 acres, and the Fayetteville School District has also agreed to amend its Joint Lease Agreement with the City that covers portions of Jefferson Elementary School, Holcomb Elementary School, and Lake Fayetteville.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby amends Ordinance 3898 to remove approximately 1.7 acres from the Lake Fayetteville Nature Study Center Reserve as shown on the map attached to the Parks and Recreation Department's Agenda Memo as Exhibit A.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment #1 to the Joint Lease Agreement with the Fayetteville School District to remove approximately 1.7 acres

from the leased premises.

Section 3: That the City Council of the City of Fayetteville, Arkansas hereby approves Amendment #1 to the Botanical Garden Land Lease Agreement with the Botanical Garden Society of the Ozarks, Inc. by adding approximately 1.7 acres to the leased premises and further approves an amendment to the Botanical Garden of the Ozarks Master Plan to add an Operations Center to the additional acreage.

City of Fayetteville Staff Review Form

2017-0194

Legistar File ID

4/18/2017

City Council Meeting Date - Agenda Item Only

N/A for Non-Agenda Item

Connie Edmonston

3/31/2017

Parks & Recreation /
Parks & Recreation Department

Submitted By

Submitted Date

Division / Department

Action Recommendation:

Staff recommends approval of amendments to the Botanical Garden of the Ozarks' lease agreement and master plan, an agreement with Fayetteville Public Schools, and a Resolution and Ordinance for preservation of Lake Fayetteville Park in order to add 1.7± acres to build an Operations Center for maintenance purposes as requested by the Botanical Gardens of the Ozarks.

Budget Impact:

n/a

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 # See below

Original Contract Number:

Approval Date:

Comments: Res 34-73; Ord 3898; Res 166-14; Res 167-16



CITY COUNCIL AGENDA MEMO

MEETING OF APRIL 18, 2017

TO: Mayor and City Council
THRU: Don Marr, Chief of Staff
FROM: Connie Edmonston, Parks and Recreation Director
DATE: March 31, 2017

SUBJECT: Amendment to Lake Fayetteville Agreements requested by the Botanical Garden of the Ozarks to add 1.7± acres to build an Operations Center.

RECOMMENDATION:

Staff recommends approval of amendments to the Botanical Garden of the Ozarks' lease agreement and master plan, an agreement with Fayetteville Public Schools, and a Resolution and Ordinance for preservation of Lake Fayetteville Park in order to add 1.7± acres to build an Operations Center for maintenance purposes as requested by the Botanical Gardens of the Ozarks.

BACKGROUND:

Lake Fayetteville was purchased in 1948 - 1949 to construct Lake Fayetteville as a water supply for the City. The Beaver Water District was established in 1959 by Fayetteville, Springdale, Rogers and Bentonville to provide treated water from Beaver Lake. As a result, the City decided to utilize the 595 acres at Lake Fayetteville for recreational purposes and as a secondary water source for the City.

Over the years, the City has designated 260 acres on the north side of the lake as a nature study area for fifty year, approved a lease agreement with Fayetteville Public Schools for 260+ acres for the Lake Fayetteville Environmental Study Center and approved a lease agreement with the Botanical Garden of the Ozarks for 40 acres on the east side of the lake to establish a botanical garden.

DISCUSSION:

The Botanical Garden of the Ozarks (BGO) Board of Directors has requested an addition of approximately 1.7± acres on the north side of their current leased area. BGO intends to construct a 2,800 square foot operations center to facilitate maintenance of their gardens. This requested area falls within the boundary of property that is currently leased to the school districts as a nature area. This land was chosen as the site most suitable to conduct maintenance of the gardens and the space is large enough to support future expansion of the garden. The Board stated they have obtained donor support for construction of the operations center to ultimately include five greenhouses, an office area, bulk storage, and compost area.

This request will require amendments to three resolutions, one ordinance, and the 2028 Botanical Garden of the Ozarks Master Plan as outlined below:

1. Resolution #34-73, approved by City Council on April 17, 1973, set aside 267 acres for fifty years on the northeastern section of Lake Fayetteville property to remain preserved, maintained primarily in its natural state, and developed as a Nature Study Center for the use of the Fayetteville and Springdale Public School Districts and as a natural park area for Fayetteville citizens. The school districts built the Lake Fayetteville Environmental Study Center in which thousands of students have gone through the center program for the past 40+ years.
2. In 1995, City Council passed Ordinance #3898 to reserve and maintain this area as a nature study area for an additional 50 years, or the year 2045.
3. A ten year joint lease agreement, Resolution 167-16, was passed on September 20, 2016 with Fayetteville Public Schools for the use of the Lake Fayetteville environmental study area in exchange for the City's use of the community garden located at the old Jefferson Elementary School and approximately 6 acres at Holcomb Elementary School where the city built a parking lot and a portion of the fields for the Gary Hampton Softball Complex. No lease agreement has been executed with the Springdale Public Schools for use of Lake Fayetteville.
4. The City has a 25 year lease agreement with the BGO for approximately 40 acres to operate a botanical garden according to Resolution 166-14, approved on September 2, 2014.
5. The 2028 BGO Master Plan was approved within the lease agreement included in Resolution 166-14. An amendment to the master plan is needed to add the Operations Center as described in their request and exhibited on the attached map.

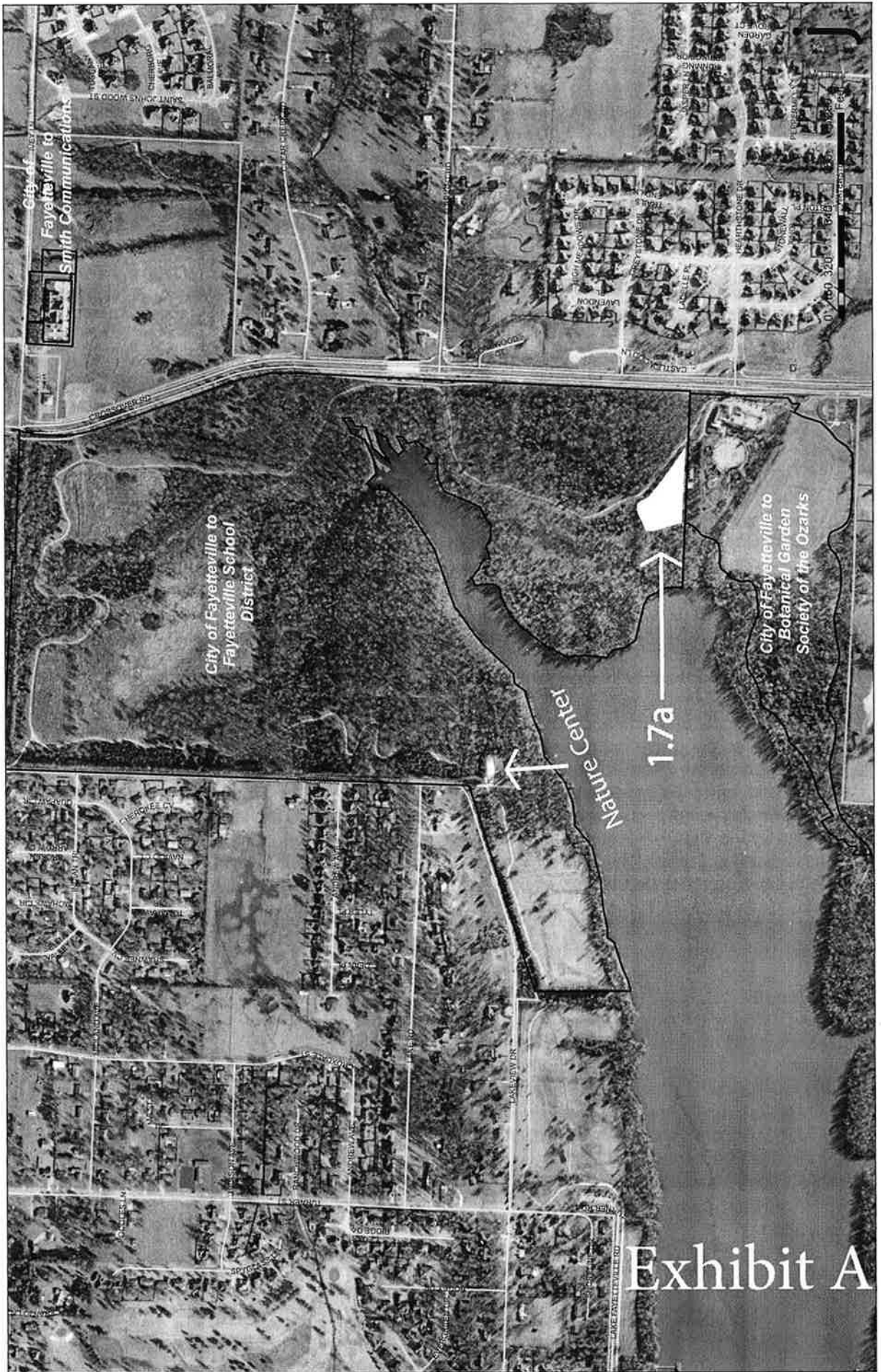
Letters were received from Fayetteville and Springdale Public Schools' Superintendents stating their approval to decrease the nature study land acreage on their south boundary by 1.7 acres as designated on the attached map in order for BGO to provide a maintenance operations center. Parks and Recreation Advisory Board (PRAB) reviewed the proposal at their March 3, 2017 meeting and unanimously recommended approval to change the lease boundary as requested by the BGO. A lease map of Lake Fayetteville was created to illustrate the proposed lease boundary changes for the BGO and the Fayetteville School District. (See attached Lake Fayetteville Lease Map.)

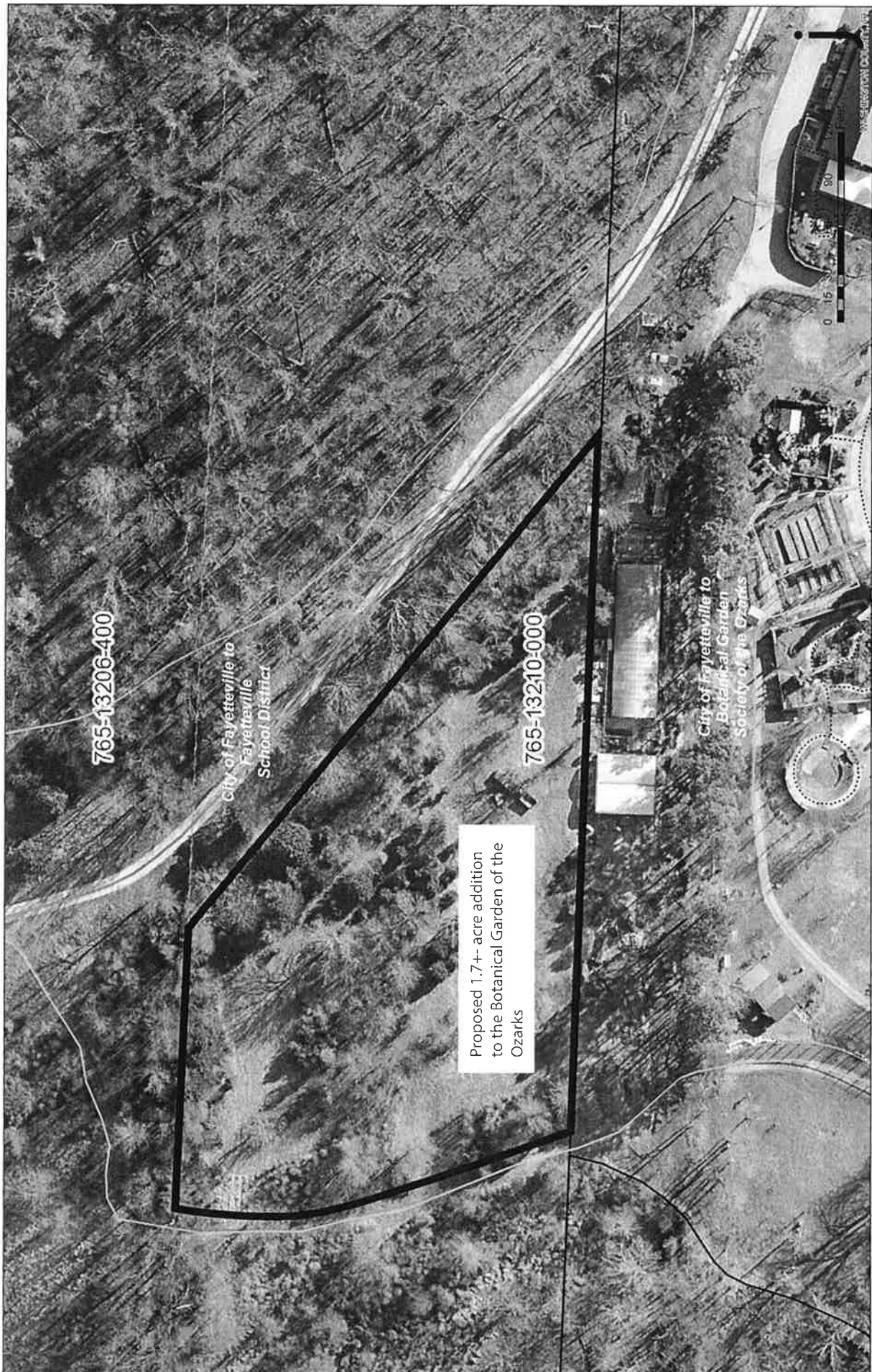
BUDGET/STAFF IMPACT:

There will be no budget or staff impact on this proposal.

Attachments:

Resolution 34-73: Lake Fayetteville Nature Study Area
 Ordinance 3898: Lake Fayetteville Nature Study Purposes
 Resolution 167-16: Agreement with Fayetteville Public Schools
 Resolution 166-14: Lease agreement with Botanical Gardens of the Ozarks
 BGSO Operations Center Request
 2028 BGSO Master Plan Amendment Map
 Public School Superintendent Letters
 PRAB Meeting Minutes March 3, 2017
 Lake Fayetteville Lease Map





AMENDMENT #1 TO JOINT LEASE AGREEMENT

BE IT KNOWN TO ALL:

That the City of Fayetteville, Arkansas (the "City") and the Fayetteville School District (the "District"), on this 18th day of April, 2017, hereby agree that Paragraph 2 of their Joint Lease Agreement of September 20, 2016, shall be amended by reducing the Lake Fayetteville leased premises by approximately 1.7 acres as shown on Exhibit "A", which is attached hereto and made a part hereof.

The parties agree and understand that this Amendment is supplemental to their Joint Lease Agreement of September 20, 2016, and that it does not alter, amend or abridge any of the rights, obligations, or duties of the parties not expressly addressed herein.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth herein above.

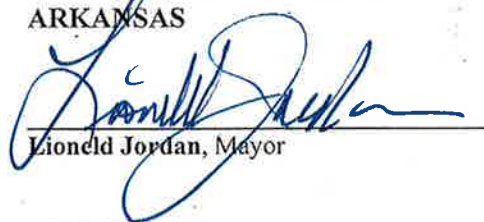
FAYETTEVILLE SCHOOL DISTRICT


Matthew Wendt, Superintendent

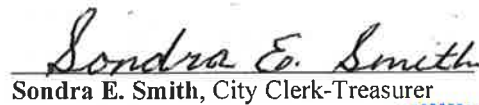
WITNESS:


Paula Neal

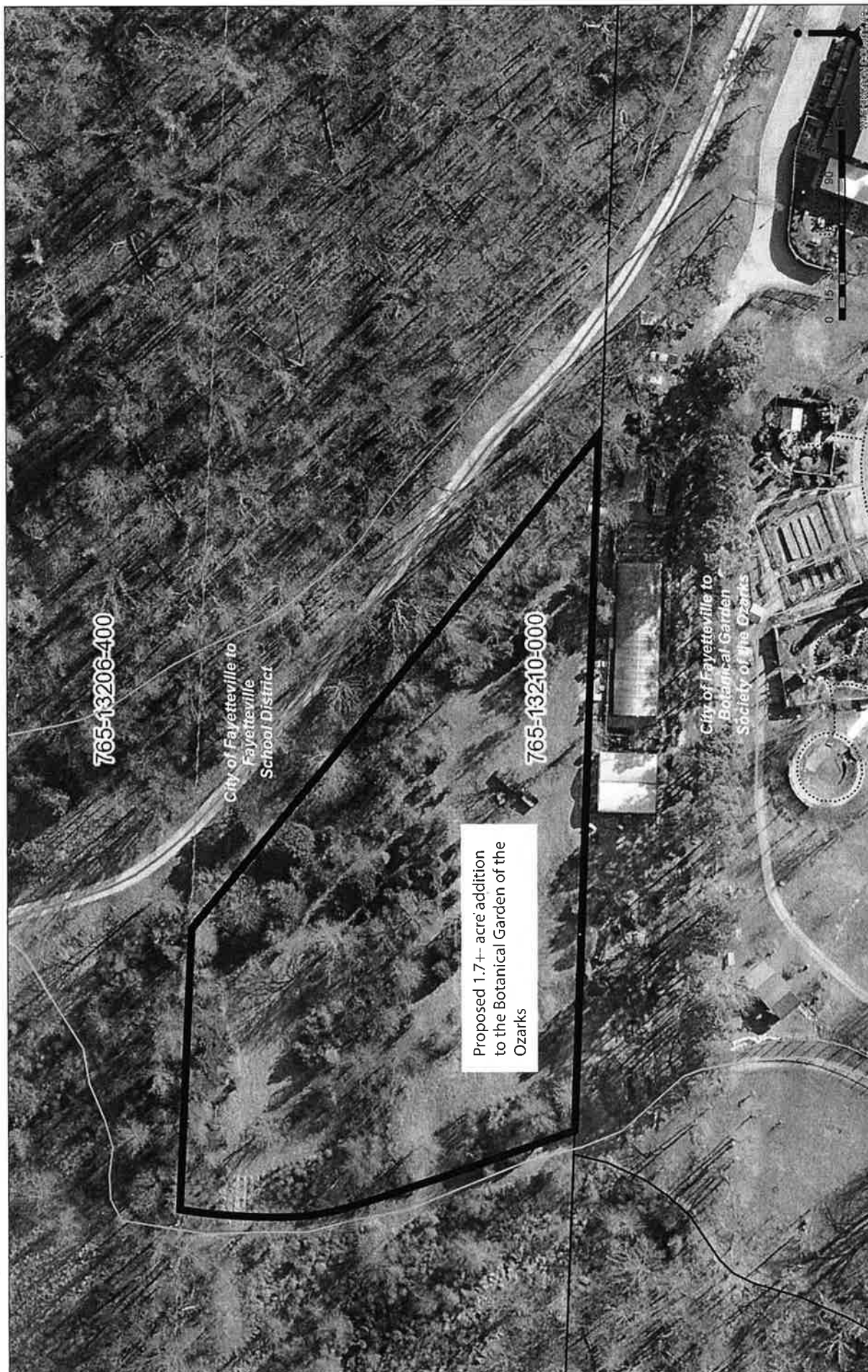
CITY OF FAYETTEVILLE,
ARKANSAS


Lioneld Jordan, Mayor

ATTEST:


Sondra E. Smith, City Clerk-Treasurer





**AMENDMENT #1 TO BOTANICAL
GARDEN LAND LEASE AGREEMENT**

BE IT KNOWN TO ALL:

That the City of Fayetteville, Arkansas (the "City") and the Botanical Garden Society of the Ozarks, Inc., on this 27th day of April, 2017, hereby agree that Paragraph 1 of the Botanical Garden Land Lease Agreement of September 2, 2014, shall be amended by adding to the leased premises approximately 1.7 acres as shown on Exhibit "A", which is attached hereto and made a part hereof, for the purpose of constructing an Operations Center to facilitate maintenance of existing and future gardens

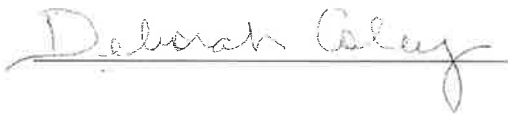
The parties agree and understand that this Amendment is supplemental to the Botanical Garden Land Lease Agreement of September 2, 2014, and that it does not alter, amend or abridge any of the rights, obligations, or duties of the parties not expressly addressed herein.

IN WITNESS WHEREOF, the parties hereto have caused their signatures to be set by their authorized representative effective the date set forth herein above.

**BOTANICAL GARDEN SOCIETY
OF THE OZARKS**


Charlotte Taylor, Executive Director

WITNESS:



**CITY OF FAYETTEVILLE,
ARKANSAS**


Lioneld Jordan, Mayor

ATTEST:


Sondra E. Smith, City Clerk-Treasurer



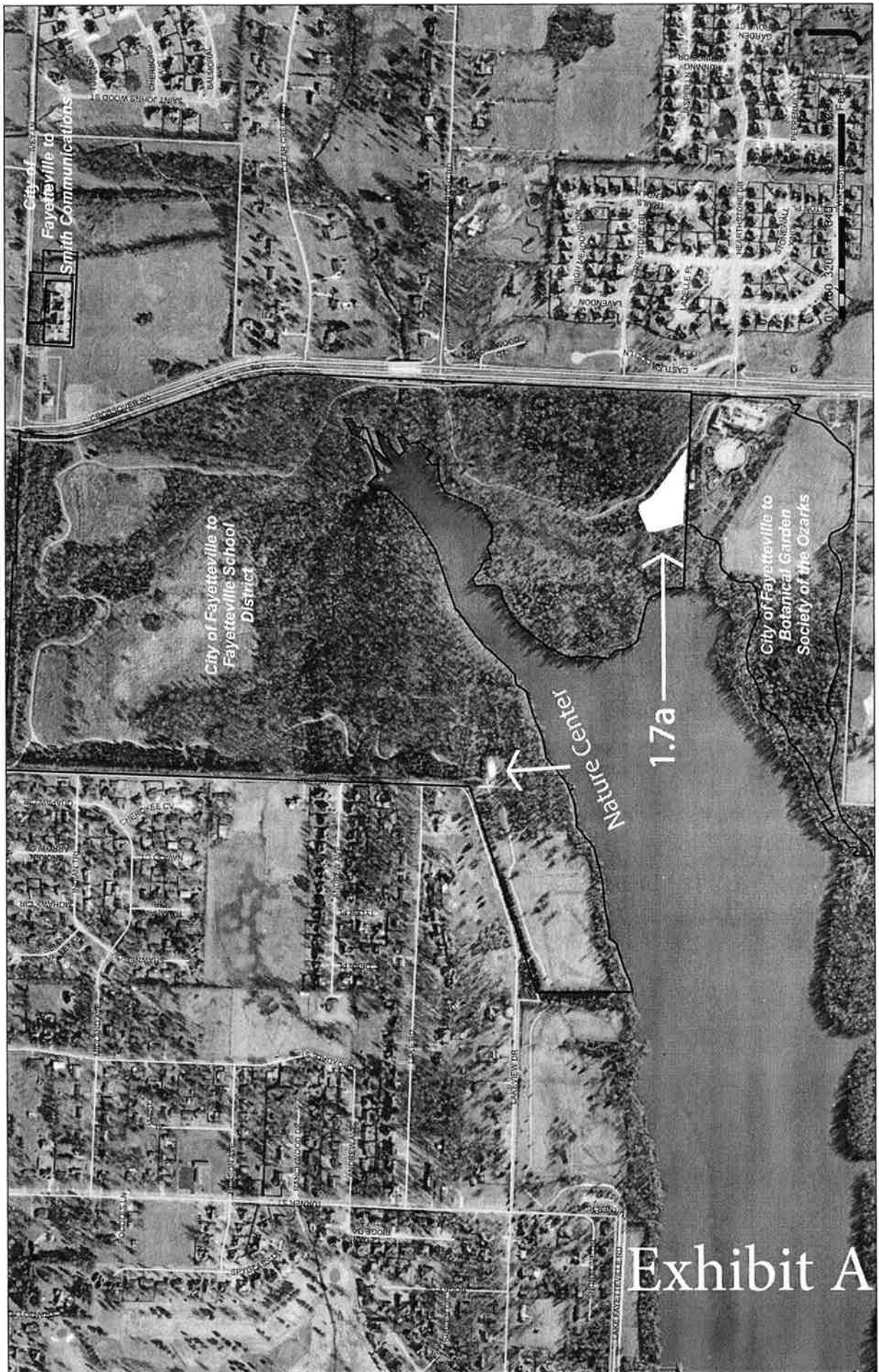
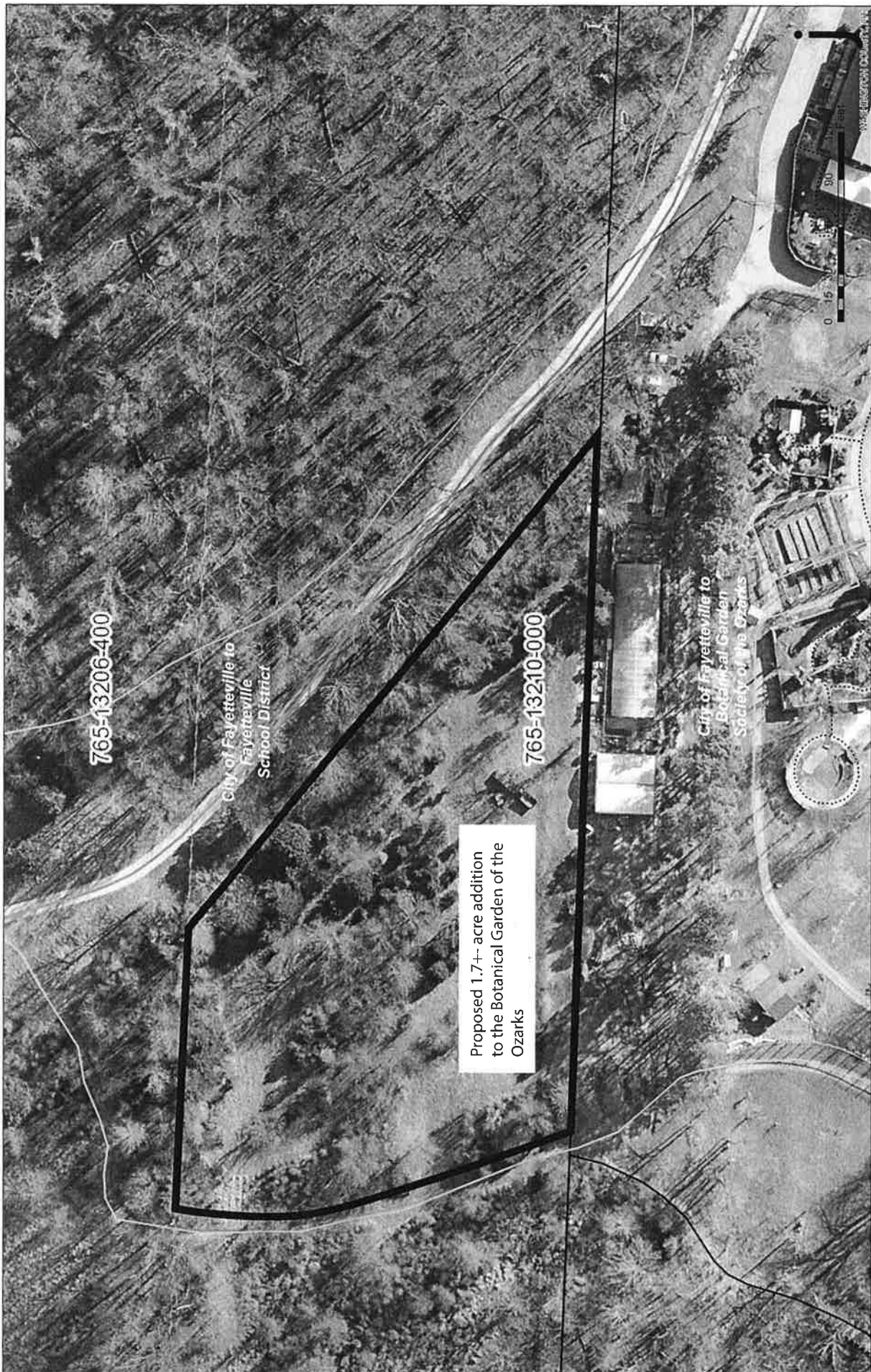


Exhibit A



Lake Fay
Res 34-73

R E S O L U T I O N

WHEREAS, It is the expressed intent of the Fayetteville City Board of Directors to develop Lake Fayetteville and the surrounding City property as a public use area, and

WHEREAS, it is intended that the eastern portion of the Lake property be reserved and developed as a nature study area, and

WHEREAS, the Fayetteville and Springdale school districts wish to construct a nature study center on the eastern portion of the Lake property;

NOW, THEREFORE, BE IT RESOLVED that the Fayetteville City Board of Directors hereby gives assurance to the school districts that the eastern portion of the Lake property as shown on Lake Fayetteville Development Map extending to Crossover Road will be reserved in its natural state as a nature study area for a period of at least fifty years, and any structures or other improvements installed by the school districts on this property will be preserved and allowed to remain on the property for nature study purposes for a period of at least fifty years from the date hereof.

RESOLVED THIS 17th DAY OF April, 1973.

APPROVED:

Russell J. Purdy
MAYOR

ATTEST:

Helen Young
CITY CLERK

ORDINANCE NO. 3898

Lake Fay
MICROFILMED

AN ORDINANCE RESERVING AND MAINTAINING THE EASTERN PORTION OF LAKE FAYETTEVILLE IN ITS NATURAL STATE, AND PRESERVING AND ALLOWING CERTAIN CURRENTLY INSTALLED STRUCTURES TO REMAIN ON THE PROPERTY FOR NATURE STUDY PURPOSES.

WHEREAS, it is the expressed intent of the Fayetteville City Council to maintain Lake Fayetteville and the surrounding city property as a public use area; and,

WHEREAS, it is the desire of the people of Fayetteville to reserve and maintain the eastern portion of the lake property as a nature study area; and,

WHEREAS, the Arkansas Natural Heritage Commission has placed the study center on its Registry of Natural Areas; and,

WHEREAS, The Fayetteville and Springdale school districts have constructed a nature study center on the eastern portion of the lake property and have committed to a sustaining investment in facilities and faculty; and,

WHEREAS, the Nature Study Center provides an opportunity to increase the educational program for students for environmental concerns and increases the environmental awareness of the general public.

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

Section 1. That the eastern portion of the Lake Fayetteville property, shown in Exhibit "A" and made a part hereof, is reserved and is to be maintained in its natural state.

Section 2. Be it further ordained that any structures or other improvements currently installed by the school districts on this property will be preserved and allowed to remain on the property for nature study purposes for a period of at least fifty years from the date of enactment of this ordinance.

PASSED AND APPROVED this 20th day of June, 1995.

APPROVED

By:

Fred Hanna
Fred Hanna, Mayor *ly 12*

ATTEST:

By:

Traci Paul
Traci Paul, City Clerk





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

Resolution: 167-16

File Number: 2016-0414

FAYETTEVILLE PUBLIC SCHOOLS JOINT LEASE AGREEMENT:

A RESOLUTION TO APPROVE A JOINT LEASE AGREEMENT WITH THE FAYETTEVILLE SCHOOL DISTRICT FOR PORTIONS OF JEFFERSON ELEMENTARY SCHOOL, HOLCOMB ELEMENTARY SCHOOL AND LAKE FAYETTEVILLE.

WHEREAS, the City Council of the City of Fayetteville and the Fayetteville School District have long worked together to provide recreational services to Fayetteville citizens and students; and

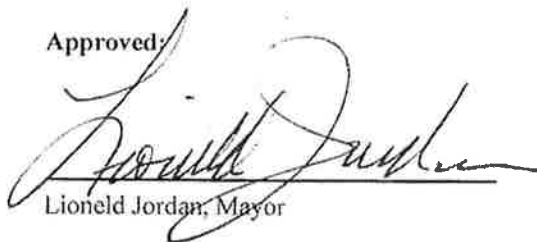
WHEREAS, the previous lease agreement has expired and both the City of Fayetteville and Fayetteville School District desire to enter into a new agreement for the benefit of Fayetteville citizens and students.

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

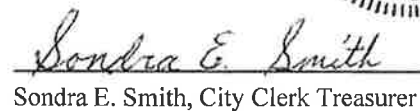
Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a lease agreement with the Fayetteville School District which will allow the City to use portions of Jefferson Elementary School and Holcomb Elementary School for the benefit of the public and will allow the Fayetteville School District to use portions of Lake Fayetteville for the benefit of its students.

PASSED and APPROVED on 9/20/2016

Approved:


Lioneld Jordan, Mayor

Attest:


Sondra E. Smith, City Clerk Treasurer





City of Fayetteville, Arkansas

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

Text File

File Number: 2016-0414

Agenda Date: 9/20/2016

Version: 1

Status: Passed

In Control: City Council Meeting

File Type: Resolution

Agenda Number: A. 6

FAYETTEVILLE PUBLIC SCHOOLS JOINT LEASE AGREEMENT:

A RESOLUTION TO APPROVE A JOINT LEASE AGREEMENT WITH THE FAYETTEVILLE SCHOOL DISTRICT FOR PORTIONS OF JEFFERSON ELEMENTARY SCHOOL, HOLCOMB ELEMENTARY SCHOOL AND LAKE FAYETTEVILLE

WHEREAS, the City Council of the City of Fayetteville and the Fayetteville School District have long worked together to provide recreational services to Fayetteville citizens and students; and

WHEREAS, the previous lease agreement has expired and both the City of Fayetteville and Fayetteville School District desire to enter into a new agreement for the benefit of Fayetteville citizens and students.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves a lease agreement with the Fayetteville School District which will allow the City to use portions of Jefferson Elementary School and Holcomb Elementary School for the benefit of the public and will allow the Fayetteville School District to use portions of Lake Fayetteville for the benefit of its students.

JOINT LEASE AGREEMENT

This Agreement, made and entered by and between the City of Fayetteville, Arkansas, a municipal corporation, hereafter called "the City," and the Fayetteville School District, hereafter called "the District," **Witnesseth:**

1. For and in consideration of the covenants and agreements herein entered into and agreed upon by the City as obligations to the District, the District lets, leases and demises unto the City, subject to the terms and conditions contained herein, the following described properties situated in Washington, County, Arkansas:

JEFFERSON ELEMENTARY SCHOOL

A portion of the grounds of Jefferson Elementary School identified in the map attached as Exhibit A.

HOLCOMB ELEMENTARY SCHOOL

A part of the Southeast Quarter (SE¼) of the Northwest Quarter (NW¼) of Section 32, Township 17 North, Range 30 West, being more particularly described as follows: Commencing at the Southwest corner of said SE-NW, thence with the South line of said SE-NW South 87° 26' 29" East 992.643 feet, thence with the East line of said SE-NW North 02° 33' 39" East 210.689 feet, to the Point of Beginning; thence continuing with said East line North 02° 33' 38" East 276.225 feet; thence leaving said East line North 87° 26' 19" West 967.758 feet; thence South 02° 33' 41" West 276.225 feet; thence South 87° 26' 19" East 967.763 feet, to the Point of Beginning and containing 267,320 square feet (6.137 acres), more or less.

The Holcomb Elementary School leased premises are further identified in the map attached as Exhibit B.

2. For and in consideration of the covenants and agreements herein entered into and agreed upon by the District as obligations to the City, the City non-exclusively lets, leases and demises unto the District, subject to the terms and conditions set forth under a separate Agreement, (provided that nothing contained herein shall in any way affect the rights and obligations established by said separate Agreement), the following described property situated in Washington, County, Arkansas:

LAKE FAYETTEVILLE

A part of the East Half of Section 13 and part of the East Half of Section 24, Township 17 North, Range 30 West, and part of the West Half of Section 18 and part of the West Half of Section 19, Township 17 North, Range 29 West, being more particularly described as follows: Beginning at the Northwest corner of the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) of said Section 13; thence with the North line of said SE-NE-13-17-30 South 87° 06' 01" East 1303.739 feet; thence South 02° 29' 13" West 17.192 feet thence South 87° 51' 20" East 818.386 feet; thence with the West right-of-way line of Highway 265 (Crossover Road) the following calls: South 06° 01' 18" West

2.822 feet; thence South 11° 44' 19" West 100.498 feet; thence South 06° 01' 42" West 47.6 feet; thence South 02° 51' 10" West 95.156 feet; thence South 03° 19' 21" East 89.915 feet; thence South 08° 19' 18" East 59.959 feet; thence South 11° 49' 21" East 44.973 feet; thence South 14° 19' 18" East 29.984 feet; thence South 17° 19' 22" East 59.959 feet; thence South 19° 19' 20" East 832.701 feet; thence South 16° 46' 49" East 98.118 feet; thence South 09° 44' 20" East 173.596 feet; thence South 01° 14' 19" East 154.34 feet; thence South 02° 45' 41" West 926.592 feet; thence South 02° 44' 44" West 1322.566 feet; thence South 02° 35' 18" West 250.278 feet; thence leaving said West right-of-way line North 87° 36' 40" West 3750.975 feet; thence North 00° 10' 36" West 831.004 feet; thence North 72° 00' 17" East 1351.875 feet to a point on the West line of the SE-13-17-30; thence with said West line North 02° 09' 09" East 2935.509 feet, to the Point of Beginning and containing 266.760 acres, more or less.

LESS AND EXCEPT all that portion of said parcel lying within the waters of Lake Fayetteville, said waters being more particularly described as that portion of said parcel lying below an elevation on 1238 feet above mean sea level, said elevation being the top of the Lake Fayetteville spillway.

The Lake Fayetteville leased premises are further identified in the map attached as Exhibit C.

3. The term of this Joint Lease shall begin on September 20, 2016 and end on September 19, 2026, unless sooner terminated by twelve (12) months written notice by any of the parties hereto.
4. The City agrees to perform the following:
 - a. Jefferson Elementary School
 - Build and maintain the community gardens; and
 - Administer garden plots by subleasing individual or family plots to Fayetteville residents for a single growing season for non-commercial purposes.
 - b. Holcomb Elementary School
 - Pick up trash and mow leased area; and
 - Schedule softball fields.
5. The District agrees to allow the City to use the Holcomb Elementary School parking lot and portions of the softball fields at Gary Hampton Softball Complex located on District property for softball leagues, tournaments and sport clinics at no charge.
6. The City agrees that the process of subleasing of Community Garden plots will be conducted in a fair and nondiscriminatory manner, and the fee charged will only be sufficient to cover estimated seasonal water use and minor administrative costs.

7. The City agrees that access to the Community Gardens does not include access to any building on the former Jefferson School Grounds. All ingress/egress to the raised bed garden area shown on Exhibit A in the northwest area of the grounds will be provided through the wrought iron gate. The Fayetteville Community Garden Coalition and participating gardeners shall be responsible for maintaining the gardens and garden area upon the leased premises in a satisfactory condition. The premises shall, at all times, be maintained in a neat and orderly condition. All garden operations will be carried on in accordance with high standards, particularly in the areas of cleanliness, service and noise.
8. The District acknowledges that the lease for the Lake Fayetteville property is non-exclusive and agrees that the City may also enter into a separate lease agreement for the property with the Springdale School District. The District agrees to work with the Springdale School District and may enter into a separate agreement with the Springdale School District regarding access to and responsibilities and obligations with respect to the leased premises.
9. The District further acknowledges that the leased premises are part of Lake Fayetteville Park and that the Fayetteville Parks and Recreation Department will continue to manage the park property and conduct City-sponsored programs and special events at Lake Fayetteville, which may include the leased premises. The City and the District agree to communicate and work together to schedule programs and events to avoid conflicts in use of the leased premises.
10. The City and the District shall have the right to inspect the leased premises at all reasonable times.
11. Facility expansions and all site alterations must have prior written approval by the owner and meet all owner standards/procedures as well as all applicable federal, state and local laws for such expansions or alterations. Any permanent structure shall become a permanent fixture to the land, and become the property of the owner at the end of the lease term, unless otherwise agreed to in writing prior to construction of the structure.
12. Each party agrees to indemnify and hold the other and its officers, officials, employees, and agents harmless from any and all liability, including attorney's fees, for claims, expenses, loss or damage to persons or property resulting from their negligent acts, provided that nothing herein shall be construed to alter, limit or otherwise compromise that immunity afforded the City or the District under the Constitution and Statutes of the State of Arkansas.
13. The parties hereby agree that upon termination of this lease by expiration or by earlier termination for any reason whatsoever, they will peaceably deliver possession of the leased premises to the other, including all permanent fixtures, without demand.

14. The parties agree not to violate any law, ordinance, rule or regulation of any government authority having jurisdiction over the premises.
15. It is agreed that the failure of either party to invoke any of the available remedies under this agreement or under law in the event of one or more breaches or defaults by the other under the agreement shall not be construed as a waiver of such provisions and conditions and shall not prevent the party from invoking such remedies in the event of any future breach or default.
16. Each paragraph of this agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs and subparagraphs shall remain in full force and effect.
17. This agreement shall be interpreted according to and enforced under the laws of the State of Arkansas.
18. The parties agree and understand that this Joint Lease Agreement is complementary and supplemental to the School Gymnasium Agreement, the fifty (50) year term of the Environmental Study Center Ordinance, and other leases and agreements already in force between the parties, and that it does not alter, amend or abridge any of the rights, obligations, or duties of the parties not expressly addressed herein.
19. This agreement may be executed in all or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands this 20th day of September, 2016.

CITY OF FAYETTEVILLE, ARKANSAS

By: Lionel Jordan

Lionel Jordan, Mayor

ATTEST:

By: Sondra E. Smith

Sondra Smith, City Clerk/Treasurer



FAYETTEVILLE SCHOOL DISTRICT

By: Matthew Wendt

Matthew Wendt, Superintendent

ATTEST:

By: Paula Neal

Paula Neal,
Administrative Assistant to the Superintendent

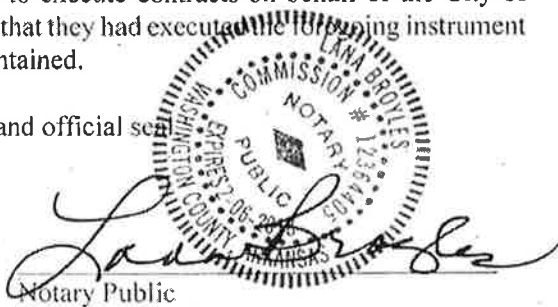
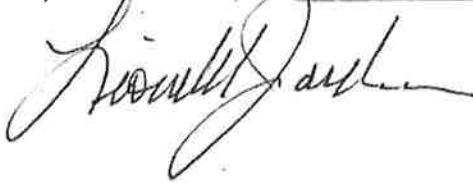
ACKNOWLEDGMENT

State of Arkansas)
) SS.
County of Washington)

On this the 5 day of October 2016, before me, a Notary Public, duly commissioned and acting in and for the State and County aforesaid, personally appeared LIONELD JORDAN and SONDRAS SMITH, to me well known, who stated that they were the Mayor and City Clerk-Treasurer, respectively of the City of Fayetteville, Arkansas, and have been authorized by lawful resolution of the Fayetteville City Council to execute contracts on behalf of the City of Fayetteville, Arkansas, and that they acknowledged that they had executed the foregoing instrument for the consideration, uses and purposes therein contained.

In witness whereof I hereunto set my hand and official seal

My commission expires: 2-6-2018



Lana Broyles
Notary Public



**Lake Fayetteville School Lease Area
Exhibit C**

RESOLUTION NO. 166-14

A RESOLUTION TO APPROVE THE BOTANICAL GARDEN LAND LEASE AGREEMENT WITH THE BOTANICAL GARDEN SOCIETY OF THE OZARKS, INC.

WHEREAS, for almost two decades the Botanical Garden Society and the City of Fayetteville have cooperated and worked harmoniously to create and improve the Botanical Gardens of the Ozarks on substantial acreage on the eastern side of Lake Fayetteville Park; and

WHEREAS, an initial twenty five year Lease Agreement for the Botanical Garden was entered into between the Botanical Garden Society and the City of Fayetteville on September 2, 1997; and

WHEREAS, a replacement twenty five year Land Lease Agreement between the City and the Botanical Garden Society was agreed to on September 2, 2003; and

WHEREAS, in order to help spur further development of the Botanical Garden and to better serve Fayetteville citizens, the City of Fayetteville entered into a Contract on July 16, 2004 with the Botanical Garden Society in which the City invested \$250,000.00 "to construct the entry and grounds infrastructure (driveway, parking, walkways, Great Lawn, etc.)" for the Botanical Garden as well as another \$500,000.00 to complete the Carl Totemeier Building; and

WHEREAS, in 2007, the Botanical Garden Society received a \$115,128.00 Federal Grant through the Arkansas Parks and Tourism Outdoor Recreation Grant Program for display gardens and parking which requires ongoing duties of public availability, nondiscrimination, maintenance, etc. for the Botanical Garden Society; and

WHEREAS, the parties now wish to modify the leased premises and other provisions of the lease by entering into a new Land Lease Agreement to replace the existing Land Lease Agreement of 2003; and

WHEREAS, by their execution of this Land Lease Agreement, the parties wish to express and confirm their approval of the 2028 Botanical Garden of the Ozarks Master Plan including the plan for the City to build a new parking lot designated and devoted for City trail users between the Southeast corner of the premises and Highway 265.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby approves and agrees to the Botanical Garden Land Lease Agreement attached to this Resolution and authorizes Mayor Jordan to sign this Lease Agreement.

PASSED and APPROVED this 2nd day of September, 2014.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



BOTANICAL GARDEN LAND LEASE AGREEMENT

This Agreement to lease a substantial portion of the east side of Lake Fayetteville Park to the Botanical Garden Society of the Ozarks, Inc. as shown on the 2028 Botanical Garden of the Ozarks Master Plan for the continued use and continuing development of the Botanical Gardens of the Ozarks and to approve the 2028 Botanical Garden of the Ozarks Master Plan is entered into by and between the City of Fayetteville as landlord and the Botanical Garden Society of the Ozarks, Inc. (hereinafter the "Botanical Garden Society") as tenant on this 2 day of August, 2014. *September*

WHEREAS, for almost two decades the Botanical Garden Society and the City of Fayetteville have cooperated and worked harmoniously to create and improve the Botanical Gardens of the Ozarks on substantial acreage on the eastern side of Lake Fayetteville Park; and

WHEREAS, an initial twenty five year Lease Agreement for the Botanical Garden was entered into between the Botanical Garden Society and the City of Fayetteville on September 2, 1997; and

WHEREAS, a replacement twenty five year Land Lease Agreement between the City and the Botanical Garden Society was agreed to on September 2, 2003; and

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WHEREAS, in 2007, the Botanical Garden Society received a \$115,128.00 Federal Grant through the Arkansas Parks and Tourism Outdoor Recreation Grant Program for display gardens and parking which requires ongoing duties of public availability, nondiscrimination, maintenance, etc. for the Botanical Garden Society; and

WHEREAS, the parties now wish to modify the leased premises and other provisions of the lease by entering into a new Land Lease Agreement to replace the existing Land Lease Agreement of 2003; and

WHEREAS, by their execution of this Land Lease Agreement, the parties wish to express and confirm their approval of the 2028 Botanical Garden of the Ozarks Master Plan including the plan for the City to build a new parking lot designated and devoted for City trail users on the Southeast corner of the premises.

NOW, THEREFORE, the City of Fayetteville and the Botanical Garden Society of the Ozarks, Inc. hereby mutually covenant and agree as follows:

1. Leased Premises

The City of Fayetteville agrees to Lease the land shown on the attached map showing the agreed 2028 Botanical Garden of the Ozarks Master Plan (Exhibit A) to the Botanical Gardens Society of the Ozarks, Inc. which agrees to accept such leased premises to be used for the purposes normally associated with a botanical garden and as set forth in later provisions of this lease.

2. Use of Leased Premises

The Botanical Garden Society agrees that it will, as a nonprofit public charitable corporation, operate, maintain, improve, and promote the Botanical Garden of the Ozarks upon the premises on behalf of the City of Fayetteville, its citizens and visitors.

3. Consideration for the Lease

In consideration of the thirty six year lease and any extensions thereof of about 40 acres of City of Fayetteville parkland to the Botanical Garden Society of the Ozarks, Inc., the City's \$750,000.00 investment in 2004 to fund the driveway, parking lot and completion of the Totemeier Building, and the City's agreement to build a second trail users' public parking lot on the Southeast corner of the leased premises, the Botanical Garden Society of the Ozarks, Inc. agrees to:

- A. Provide free access to the Botanical Garden of the Ozarks to Fayetteville School children on official, school sponsored academic visits, except for the Annual Northwest Arkansas Regional School Education Program and assist in the botanical education of the students.
- B. Provide free access to the Botanical Garden for all Fayetteville residents on Saturday mornings from 9:00 a.m. to noon. Free access for both Fayetteville school children and residents does not have to include all displays, areas, gardens and buildings, but must include at least the Great Lawn, the surrounding Display Gardens and the Totemeier Building.
- C. Maintain 24 hours a day, seven days a week public access to the existing parking lot built with City funds for persons desiring to access the Lake Fayetteville trails. The Botanical Garden Society may use signs and personnel to direct parkers to the supplemental parking lot once constructed by the City and available to City trail users.

D. Maintain 24 hours per day, seven days a week public access to the proposed parking lot to be built by the City on the Southeast corner of the premises. This parking lot shall be devoted to and limited to City trail users, and the City is empowered to place appropriate signage for this lot and to enforce such parking restrictions just as with any other City parking lot.

E. Operate, maintain, improve and promote the Botanical Garden of the Ozarks and all of the premises leased from the City.

4. Lease Term

This lease term shall commence upon the approval and execution by both the Botanical Garden Society of the Ozarks, Inc. and the City of Fayetteville. It shall continue for about thirty six (36) years until June 30, 2050, unless sooner terminated pursuant to this Agreement or by mutual consent of the parties. This Lease Agreement shall automatically be renewed for a subsequent twenty five (25) year term unless either party notifies the other party in writing of its desire to terminate the lease at the end of the initial term by giving such written notice prior to June 30, 2049. This Lease Agreement shall automatically renew for a third twenty five (25) year term unless either party notifies the other party in writing of its desire to terminate the lease at the end of the second term by giving such written notice prior to June 30, 2074. As long as the Botanical Garden Society of the Ozarks, Inc. continues to successfully operate, maintain and promote the Botanical Garden and has abided by all of the terms of this Land Lease Agreement, the City shall not unreasonably deny the subsequent twenty five year lease terms.

5. Botanical Garden Operating Policies

The Botanical Garden Operating Policies shall ensure nondiscriminatory operating policies for the Garden for all Fayetteville residents and school children. These policies will be designed to preserve and maintain the integrity of all buildings, grounds and improvements on the property although the Botanical Garden Society may alter or remove buildings and improvements when needed for further improvements, construction or for safety reasons.

6. Botanical Garden Rules and Regulations

The Botanical Garden Society may establish and enforce any reasonable rules and regulations regarding behavior of visitors to assure the well-being of the plants and gardens, as well as the safety, comfort and quality of experience for visitors to the premises and shall provide copies of these rules and regulations to the City. To the extent permitted by law, either the City or the Botanical Garden Society may exclude

objectionable uses, or abusive or offensive persons from all premises subject to this agreement.

7. Botanical Garden Operation and Supervision

The Botanical Garden Society shall exercise sole operational and supervisory authority over all grounds, buildings and personnel of the Botanical Garden and over all such matters, including but not limited to, safety, insurance, planning, plant acquisitions, displays and gardens, and the purchase, exchange, or acquisition of additional items to be added to the collection, except as otherwise provided in this agreement. The Botanical Garden Society at its expense will be responsible for all maintenance and security associated with the operation of the Botanical Garden, including equipment, parking lots, and other improvements. The Botanical Garden Society may not sublet any portion of the property without the express written consent of the City Council except that the Botanical Garden Society may temporarily rent areas or buildings for short term special events such as weddings and receptions. Such events may not interfere with Fayetteville residents' right to access the Great Lawn, the surrounding gardens and Totemeier Building on Saturday mornings.

8. Trails

The Botanical Garden Society, City of Fayetteville and trail user groups have agreed to the location of the hard surface and soft surface trails that go past or through the leased premises as shown on the Master Plan of 2028 (attached). The Botanical Garden Society agrees to continue to permit and authorize constant and unimpeded access to these City trails from its current parking lot, the proposed new trail users' parking lot to be constructed by the City and at other reasonably designated locations. The City agrees that its trails are publicly accessible and accessible to patrons, volunteers and employees of the Botanical Garden. Both parties pledge to continue to work together to minimize any possible adverse effect that the public City trails and the Botanical Garden could have on each other and to make all reasonable efforts to ensure that users of the Botanical Garden and the City trails facilitate, respect and honor each other. The City retains the right to access, maintain, repair, reconstruct, enhance, and modify trails within the leased premises.

9. Botanical Garden Society of the Ozarks, Inc. is an independent entity

The parties agree that the Botanical Garden Society of the Ozarks, Inc. is an independent entity and nonprofit public charitable Arkansas corporation and will maintain that status and remain in good standing throughout the lease terms. The City of Fayetteville has no authority to hire, fire or supervise any Botanical Garden Society employee. The Botanical Garden Society has the sole authority for selecting,

engaging, terminating, fixing compensation, supervising and otherwise directing all of its personnel, contractors and volunteers.

10. Botanical Garden Master Plan

The Botanical Garden Society of the Ozarks, Inc. has created its 2028 Botanical Garden of the Ozarks Master Plan which supersedes and replaces all former Master Plans. By agreeing to this Land Lease Agreement, both the City of Fayetteville and the Botanical Garden Society agree to, approve of, and adopt the 2028 Botanical Garden of the Ozarks Master Plan which is attached to this Agreement.

This Master Plan shall be the development guide for future construction, expansion and improvements to the leased premises. The Botanical Garden Society shall submit to the City for review site and construction plans for future construction, alterations and improvements that should be in conformity with the 2028 Master Plan or any amendments thereto. All such construction must comply with the Unified Development Code. The 2028 Botanical Garden of the Ozarks Master Plan may be amended as needed in the future upon the mutual agreement of the Botanical Garden Society and the City of Fayetteville.

11. Operations and Development must comply with Federal, State and City requirements and restrictions

The Botanical Garden Society acknowledges that certain federal use and operating restrictions apply to the entire Lake Fayetteville Park property and it agrees to always be in full compliance with such Federal requirements and restrictions as well as State or City requirements and restrictions. Specifically the Botanical Garden Society agrees it will not do any development nor operate in such a manner that would violate Federal Outdoor Recreation Grants. The Botanical Garden Society agrees to always use best management practices including obeying all State and City laws and regulations governing the use of pesticides, herbicides and fertilizers to protect the quality of water flowing into Lake Fayetteville which is the City's secondary water source. The Botanical Garden Society shall maintain at least a 100 feet minimum setback from normal water elevation of Lake Fayetteville.

12. Insurance

The Botanical Garden Society agrees to obtain and maintain through the duration of the lease at its own expense, Commercial General Liability Insurance covering public liability, bodily injuries, death, products liability and property damage for damages and expenses arising out of the operation of the Garden.

13. Defense and Indemnification

The Botanical Garden Society agrees to defend, indemnify and hold the City, its officers, employees, agents and representatives harmless against all damages, expenses, loss or liability from any claim or suit arising or alleged to have arisen from any act or omission of the Botanical Garden Society, its officers, employees, agents or representatives by reason of the operation of the Garden under this agreement, including, but not limited to, damage to or destruction of property or injuries to or death of a person or persons.

14. Selection of Trustees

The Botanical Garden Society agrees that the City Council may appoint one member of the Botanical Garden Society's Board of Directors. Another member shall be a current member of the City's Parks and Recreation Advisory Board and a third member shall be a Parks and Recreation Department employee. The Botanical Garden Society further agrees to supply the names of those persons elected to the Board of Directors to the City Clerk as public record. The Board of Directors shall faithfully and diligently exercise such authority as herein conferred in conformity with the provisions of this agreement.

15. Nonprofit Corporate Status

The Botanical Garden Society shall file a true and correct copy of its corporate charter, with amendments, if any, and an accurate and complete copy of its Bylaws and any amendments thereto, and a copy of the I.R.S. Letter of Determination of I.R.C. Sec. 501(c)(3) status with the City to be maintained as a public record. In the event of subsequent amendments to such charter or bylaws, true and correct copies of the same shall be timely filed with the City Clerk. If the IRS revokes the Botanical Garden Society's 501(c)(3) status, the Botanical Garden Society shall immediately notify the City of this occurrence.

16. Financial Reports

The Botanical Garden Society shall provide the City a copy of the financial audit of the Garden's financial books and records every year. The report will be provided within ninety (90) days of each completed audit. In addition, the Botanical Garden Society shall timely provide to the City the yearly operating budget of the Botanical Garden Society.

17. Rent, Fees, Concessions and Taxes

The Botanical Garden Society shall have the right to set admission fees to the Garden as well as fees for optional services such as programs, space rental, etc. Fees shall be reasonable and in line with similar services available in the tourism market place.

The Botanical Garden Society shall pay promptly all taxes and license fees of whatever nature applicable under municipal, state, and federal law. In addition, the parties agree that the Botanical Garden Society shall indemnify and save the City harmless from and against any liens or similar liabilities claimed or charges against the Botanical Garden Society pursuant to the Botanical Garden Society's operation of the Garden.

18. Remedies for Breach or Bankruptcy

- A. *Termination of Agreement.* The parties agree that if either party materially breaches or fails to perform its obligations under this agreement, the other party may give notice in writing of intent to terminate. If the breaching or non-performing party fails to commence and effect cure in good faith to the satisfaction of the other party within six months of such notice or such longer period, if agreed in writing by the parties, the agreement shall be deemed terminated at the expiration of the sixth month period or other agreed period. Any request of extension shall not be unreasonably withheld.
- B. *Bankruptcy.* In the event the Botanical Garden Society shall be adjudicated bankrupt or insolvent or take the benefit of any reorganization of composition proceedings or insolvency law, or make an assignment for the benefit of creditors, or if the Botanical Garden Society's interest under this agreement shall be levied upon or attempted to be attached or sold under any process of law, or if a receiver shall be appointed for the Botanical Garden Society, then and thereafter the City shall have the right and option to terminate this agreement irrespective of whether or not default exists hereunder, said determination to be effective immediately upon City's exercise of such option by giving written notice to the Botanical Garden Society.
- C. *Acts of God.* The parties agree that neither party shall be liable or responsible to the other for delays or impossibilities of performance caused by force majeure occurrences beyond the control of the parties including, but not limited to, civil disorder, fires, floods, or acts of God.

**BOTANICAL GARDEN SOCIETY
OF THE OZARKS, INC.**

By: Walt Eilers
Walt Eilers, President

Date: 7-29-14

CITY OF FAYETTEVILLE

APPROVED:

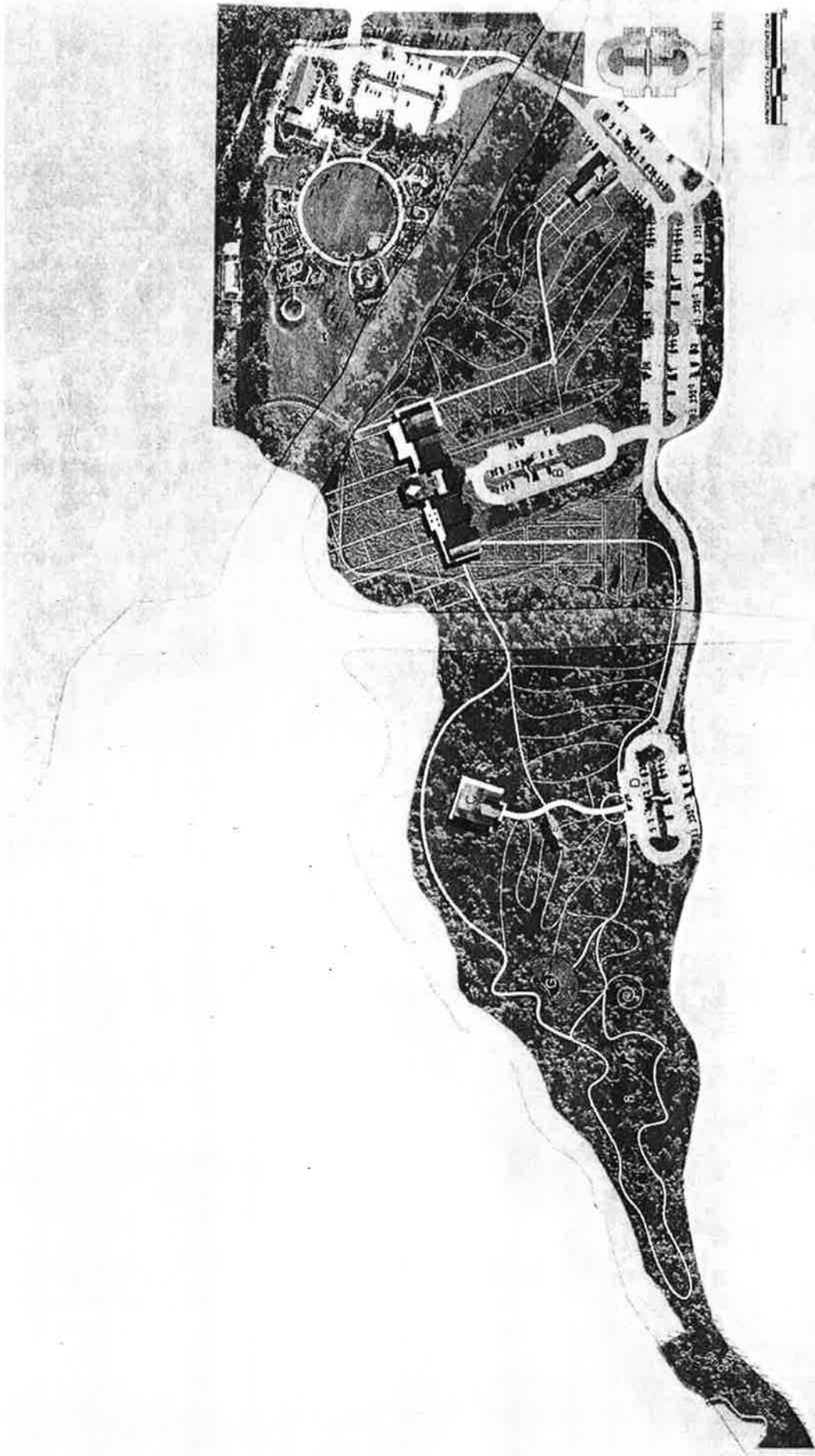
By: Lionel Jordan
Lionel Jordan, Mayor

Date: 9/4/14

ATTEST:

By: Sondra E. Smith
Sondra E. Smith, City Clerk/Treasurer





BGSO priorities in alphabetical order

- A Education / Visitor Center 17,000 sf
- B Parking
- C Event Pavilion 6,700 sf
- D Parking
- E Office / Restroom 2,000 sf (indoor / outdoor)
- F Community Market 7,500 sf (indoor / outdoor)
- G Amphitheatre
- H Joint Access Entry

Future Gardens

- 1 Field to Fork Garden
- 2 "The Peoples Garden"
- 3 Horticultural Display Gardens
- 4 Wacky Plant Gardens
- 5 21st Century Sustainability Garden
- 6 Hilton Creek Garden
- 7 Kingman Arboretum
- 8 Woodland Interpretive Garden
- 9 No Fee Area

MASTER PLAN 2028

DAVID W. MCKEE ARCHITECT
 Prepared in cooperation with the BGSO Board's Master Plan dated March 2013
 This is a preliminary and non-binding master plan for the BGSO.

Botanical Garden of the Ozarks

Boundary Line Adjustment and Operations Center

Request: Adjust the Botanical Garden of the Ozarks Master Plan by adding 1.7± acres adjacent to our existing service area and approve the construction of a 2800 square foot Operations Center to facilitate maintenance of existing and future gardens.

Situation: Since its incorporation in 1994, start of construction in 2003 and opening in 2007 the Botanical Garden of the Ozarks has undergone many changes. During that period many people have been involved in making the BGO the significant Northwest Arkansas attraction it is and one of Fayetteville's most visited sites. Not only has the garden grown and developed but the Lake Fayetteville Property has undergone significant change too. The addition of the Hard Surface Trail (2012), the completion of the 265 widening project (2014), redrawing of BGO boundaries to accommodate the Soft Trail (2015), the turnback of about 40 acres of BGO leased property on the south side of the lake (2015), and the completion of the Trail Parking lot (2016) all impacted the BGO in one way or another.

The 6 acres of gardens now enjoyed by the public are supported out of our existing narrow service area (100 feet wide and 500 feet long) on the north side of the garden. We have made this long, skinny parcel work by using portable storage pods for some of our equipment while other items sit outside, and by placing our greenhouses in half-shaded locations. This narrow strip is simply not large enough to support the development of gardens on the south side of Hilton Creek where the main part of the garden is slated to be added in the coming years.

Proposal: We are proposing an adjustment to our lease boundary by the addition of 1.7± acres to the north of our current service area, giving a total of 2.95± acres for our behind the scenes work area. This space will be large enough to accommodate future phases of garden development. The proposed 1.7± acre parcel is on the southeast lease boundary of the Fayetteville School District property which is part of the Outdoor Nature Center on the north shore of Lake Fayetteville.

The proposed Operations Center will be the focus for the behind the scenes work needed for present garden maintenance and construction of future garden features. It will protect and store major pieces of garden equipment, supplies and serve as a work area for building new garden features. Additionally, garden staff and volunteers will use part of it for office space, meetings, garden record keeping activities and dry storage for greenhouse supplies. The Garden is financially secure and we have obtained 100% donor support for constructing the Operations Center.

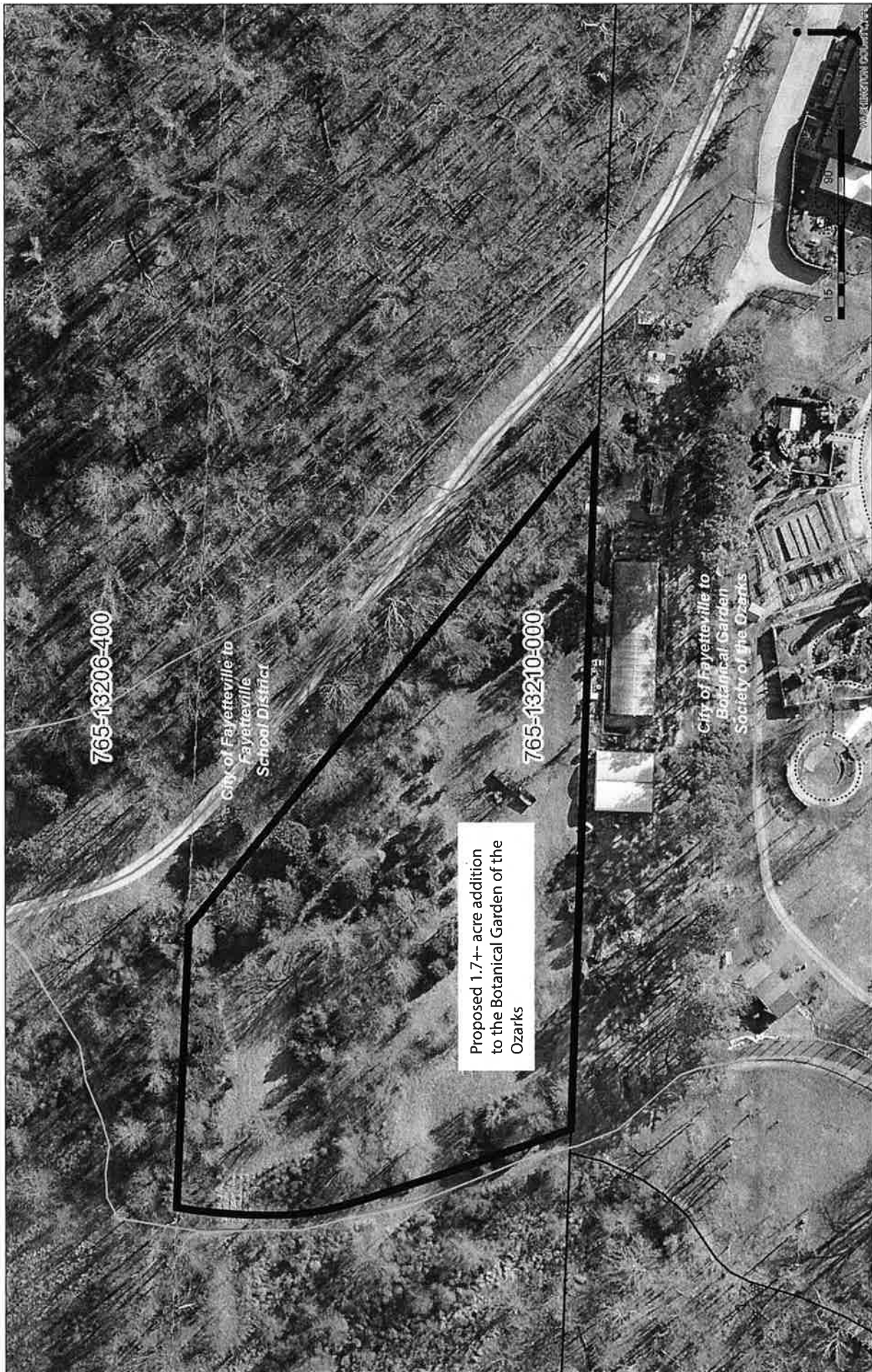
The proposed service area expansion is large enough to accommodate the additional greenhouses needed to support the expanded gardens and proposed conservatory shown in the 2015 BGO Master Plan. The extra acreage would permit the reorientation of our existing greenhouse to a north-south (preferred) orientation, instead of east-west as we were forced to do because of the narrowness of the original tract. Changes to the

greenhouses orientation will not occur until the appropriate time to support garden growth and/or the next phase of garden expansion as shown in the 2015 Master Plan.

Increasing the size of our service area will also provide more serviceable outdoor growing space for garden plants including perennials and woody nursery plants, for maintaining our composting operation and to accommodate piles of mulch, sand, gravel, soil and rocks that are used in our gardening operations.

Benefits: The addition of the 1.7± acres will allow the maintenance operations of the BGO to be confined in one, mostly out-of-sight location. Without this addition, a second service area would need to be developed and it would be difficult to screen another area from trail users and garden visitors. The addition of the Operations Center will permit the removal of the storage containers we are now using for supplies, elimination of plastic covered hoop houses we park our equipment in, and a general reorganization of our service area. The maintenance of a 50 foot wide vegetation-filled setback from the hard trail will shield trail users from our service area. With all of our service area organized in one location it will be easier to provide security for equipment and personnel.





2028 Botanical Garden of the Ozarks Master Plan Amendment





**FAYETTEVILLE
PUBLIC SCHOOLS**
LEARN. GROW. PERFORM. LEAD.

January 10, 2017

Mrs. Connie Edmonston, Parks and Recreation Director
City of Fayetteville
113 W. Mountain St.
Fayetteville, AR 72701

Dear Mrs. Edmonston,

The Fayetteville Public School District agrees to accept the proposal by the Botanical Gardens of the Ozarks to decrease our joint lease agreement acreage with the City of Fayetteville in the amount of 1.7 acres as designated on the attached map. This will allow the Botanical Gardens to build an operations center to facilitate maintenance of their existing and future gardens.

In addition, the Fayetteville Public School District agrees to make this change in the lease agreement land description utilizing GPS instead of a boundary survey.

Sincerely,

Matthew Wendt, Ed.D.
Superintendent

SPRINGDALE SCHOOL DISTRICT

Administration Office: 804 West Johnson
P. O. Box 8
Springdale, Arkansas
72765-0008

District Accreditation by *AdvancED*

Jim D. Rollins, Ed.D.
Superintendent
Phone: (479) 750-8800
Fax: (479) 750-8812



February 22, 2017

Mrs. Connie Edmonston
Parks and Recreation Director
City of Fayetteville
113 West Mountain Street
Fayetteville, Arkansas 72701

Dear Mrs. Edmonston:

The Springdale School District agrees to accept the proposal by the Botanical Gardens of the Ozarks to decrease our joint lease agreement acreage with the City of Fayetteville in the amount of 1.7 acres as designated on the attached map. This will allow the Botanical Gardens to build an operations center to facilitate maintenance of their existing and future gardens.

In addition, the Springdale School District agrees to make this change in the lease agreement land description utilizing GPS instead of a boundary survey.

Sincerely,

A handwritten signature in cursive script that reads "Jim D. Rollins".

Jim D. Rollins, Ed.D.
Superintendent

JDR/cn



MINUTES

**Parks and Recreation Advisory Board Meeting
March 6, 2017 at 5:30 p.m.
City Administration Building Room 326
113 West Mountain Street
Fayetteville, AR**

Members: Richie Lamb, Wade Colwell, JL Jennings, Chuck Maxwell, Kyle McHan, Phillip McKnight, David Proffitt, Bill Putman, Dana Smith

City Staff: Connie Edmonston, Director; Byron Humphry, Maintenance Superintendent; Alison Jumper, Park Planning Superintendent; John Crow, Recreation Superintendent; Chanel Pennington, Operations Assistant

AGENDA for 5:30 pm.:

1. Call to Order

Lamb called the meeting to order at 5:30 PM.

2. Roll Call

Members Present: Lamb, Colwell, Maxwell, McKnight, Putman and Smith. Proffitt arrived at 5:33 PM.

Members Absent: Jennings and McHan.

**9. Botanical Gardens of the Ozarks Boundary Line Adjustment for an Operations Center
For an Operations Center – Connie Edmonston, Parks and Recreation Director**

Charlotte Taylor, Executive Director of the Botanical Garden of the Ozarks made a presentation to adjust the current boundary line with the Fayetteville and Springdale Public Schools by 1.7 ± acres in order to construct a 2,800 square foot Operations Center for maintenance of the gardens. Fayetteville and Springdale Public Schools have agreed to decrease their lease agreement by 1.7 acres.

Taylor explained that the Operations Center would be important for the growth of the Botanical Garden of the Ozarks. She met with both Superintendents of Fayetteville and Springdale School and they were in support of the land acquisition.

Edmonston noted that this agreement will result in an amendment to the current lease agreement with the BGO as well as the Fayetteville Public School lease.

Maxwell asked if the BGO staff had talked to the teachers that utilize the Environmental Study Center. He was concerned over the activity at the new Operations Center and it affecting the waterfowl at the Lake. Specifically, near the new waterfowl observation blind.

Taylor mentioned the center would be far off from the Lake and were concerned about that as well.

Lamb asked if the trail would remain outside of the land lease.

Staff and Taylor replied yes.

Smith added that a portion of the area being proposed was already being used by the BGO. She did not foresee a large impact on the activities conducted by the Study Center, although additional land beyond what is being proposed may be of concern. Typically, staff will not take the student that far due to the distance from the Study Center.

Edmonston noted that staff did confirm with BGO that this will be the final amount of additional land they will request.

Lamb asked if there already access from the BGO to the land.

Taylor replied yes.

Maxwell asked about their plans for fencing the acquired land.

Taylor replied that as of now, anyone can access the land. They will have a plan for fencing when their Master Plan is complete and the funding is available.

Maxwell added there should be a setback limitation with regard from the Operations Center to the paved and soft surface trail.

Staff Recommendation: To approve BGSO's request to adjust the boundary line.

PRAB Motion: Lamb motioned to accept staff's recommendation. Putman seconded the motion. Motion passed, 7-0-0.

PRAB minutes provides the basic discussions and motions of the PRAB meeting. For more information, please refer to the PRAB meeting video provided on the city's website, www.fayetteville-ar.gov.



MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

SUBJECT: **ADM-2024-0002: Administrative Item (Amend UDC Chapter 166 - Development): Submitted by CITY OF FAYETTEVILLE STAFF. The request is for an amendment to UDC Chapter 166.20 – Expiration of Approved Plans and Permits. The proposed code change would adjust extension requirements for approved plans.**

RECOMMENDATION:

City staff and the Planning Commission recommend approval of an amendment to Unified Development Code Chapter 166.20 - Expiration of Approved Plans and Permits to allow all project extensions requested within 18 months of a project's original approval to be reviewed and granted administratively.

BACKGROUND:

In 2002, the City Council adopted Chapter 166.20 of the Unified Development Code (UDC) which required all previously approved plans and permits to comply with current ordinance. The amendment established a typical one-year time limit for future plan and permit approvals, which allowed applicants to submit a request for a one-year extension to the Planning Commission. In 2008, an amendment to that ordinance was passed which allowed staff to approve one-year extensions administratively, provided that the project complies with all applicable zoning and development requirements that were adopted after the project's original approval. It also allowed applicants who missed their deadline to request an administrative extension to request a one-year extension from the Planning Commission as long as it occurred within 18 months of the project's original approval. In addition, the amendment gave applicants the ability to request a second one-year extension from the Planning Commission to extend their project's approval for a second year, allowing an approval period of three total years.

The purpose of this amendment is to allow extensions requested within 18 months of a project's original approval to be reviewed and granted administratively by the City's Zoning and Development Administrator. Currently, and as noted above, an applicant has the ability to request a one-year extension administratively so long as their request is submitted prior to the project's initial expiration. If an applicant misses their deadline to request an administrative extension, then they have the ability to request a one-year extension from the Planning Commission so long as their request is submitted within the next six months. The allowance for a one-year extension from the Planning Commission within 18 months of a project's original approval was established as a way to give applicants additional time to extend their project's approval without having to resubmit their project in its entirety. However, staff has received an increasing number of requests for one-year extensions from the Planning Commission in recent years as a result of applicants narrowly missing their window to request an administrative extension. Reasons for these requests range widely, from extend worksite

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shut-downs due to COVID and supply chain issues, to volatile financing and extended periods of project reviews subsequent to Planning approval. City records indicate that staff processed six such requests in 2021, four in 2022, and 14 in 2023. All 14 requests that were processed in 2023 were approved by the Planning Commission with 10 of those items being placed on the consent agenda.

All extension requests, whether reviewed by the Zoning and Development Administrator or the Planning Commission, are evaluated under the same general criteria. For an extension to be approved, an applicant must show good cause why all required tasks could not reasonably be completed within the typical one year time limit and demonstrate that their plans are substantially the same as those that were originally approved. Since all project extensions are reviewed similarly and requests that are submitted to the Planning Commission require additional time and resources, taking at least four weeks to process and requiring completion of public notification, staff recommends UDC Chapter 166.20 be amended to allow all one-year extensions requested within 18 months of a project's original approval to be reviewed and granted administratively. Allowing those extensions to be approved administratively would reduce the amount of time and resources needed to process those requests from applicants who are usually close to completing their required tasks, and subsequently reduce the amount of time needed to process any permits associated with their project.

DISCUSSION:

At the January 22, 2024 Planning Commission meeting, a vote of 9-0-0 forwarded the proposed amendment to City Council with a recommendation of approval. Commissioner Madden made the motion and Commissioner Payne seconded it. Commissioners unanimously supported the proposal and offered little comment on it. No public comment was offered at the meeting.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Proposed Ordinance Amendment - Exhibit - A (#4), Proposed Ordinance Amendment in Strikeout (#5), Planning Commission Staff Report (#6)



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1692

ADM-2024-0002: Administrative Item (Amend UDC Chapter 166 - Development): Submitted by CITY OF FAYETTEVILLE STAFF. The request is for an amendment to UDC Chapter 166.20 – Expiration of Approved Plans and Permits. The proposed code change would adjust extension requirements for approved plans.

AN ORDINANCE TO AMEND §166.20 EXPIRATION OF APPROVED PLANS AND PERMITS OF THE UNIFIED DEVELOPMENT CODE TO EXTEND THE TIME FOR DEVELOPERS TO REQUEST ADMINISTRATIVE PROJECT EXTENSIONS FROM 12 MONTHS TO 18 MONTHS

WHEREAS, § 166.20 **Expiration of Approved Plans and Permits** of the Unified Development Code currently authorizes staff to approve a one-year project extension administratively, provided that the project complies with all applicable zoning and development requirements adopted after the project's original approval and the request is submitted before the initial one year project expiration, and further authorizes the Planning Commission to grant extensions of up to three years from the project approval date; and

WHEREAS, staff has received an increasing number of requests for one-year extensions from the Planning Commission in recent years as a result of applicants narrowly missing their one year window to request an administrative extension; and

WHEREAS, the purpose of this amendment is to allow a one year project extension to be granted administratively by the Zoning and Development Administrator as long as the request is submitted within 18 months of the original approval.

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby repeals subsection (B) Time Limit in § 166.20 *Expiration of Approved Plans and Permits* of the Unified Development Code and enacts a new subsection (B) as shown in Exhibit A attached hereto and made a part hereof.

City of Fayetteville Staff Review Form

2023-1692

Item ID

2/20/2024

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

Jonathan Curth

2/2/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

ADM-2024-0002: Administrative Item (Amend UDC Chapter 166 - Development): Submitted by CITY OF FAYETTEVILLE STAFF. The request is for an amendment to UDC Chapter 166.20 – Expiration of Approved Plans and Permits. The proposed code change would adjust extension requirements for approved plans.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:

EXHIBIT 'A'

166.20 Expiration Of Approved Plans And Permits

(B) Time Limit.

- (1) Tasks to Be Completed. All of the above-enumerated plans and permits are conditioned upon the applicant accomplishing the following tasks within one (1) year from the date of approval:
 - (a) For any renovation or new construction, receive all building permits for the project; and/or,
 - (b) For a Planned Zoning District, comply with the approved phasing plan; and/or
 - (c) For a lot split, record a deed or survey at the Washington County Circuit Clerk's Office, stamped for recordation by the City Planning Division; and/or,
 - (d) Receive a business license; and/or,
 - (e) Receive all permits and approvals required by city, county, state, and federal regulations to complete construction of the development or project.
- (2) Administrative Extension Within Eighteen (18) Months. Within eighteen (18) months of the date of approval, an applicant may request the Zoning and Development Administrator to extend the period to accomplish the tasks by up to one (1) additional year from the original date of approval. The applicant has the burden to show good cause why the tasks could not reasonably be completed within the normal one (1) year limit. Extensions that are not permitted administratively may be requested from the Planning Commission within ten (10) days of the final administrative decision.
- (3) Planning Commission Extension. Prior to the expiration of any allowed extension period (maximum of two (2) years from the date of original approval), an applicant may request the Planning Commission to extend the period to accomplish the tasks by up to one (1) additional year, if the plans and permits are substantially the same as those originally approved. The applicant has the burden to show good cause why the tasks could not reasonably be completed within the normal one (1) year limit and the permitted extension period. Extensions beyond three (3) years from the original date of approval shall not be permitted.
- (4) Ordinance Amendments. To receive approval of an extension, the applicant shall comply with all applicable zoning and development requirements that have been adopted subsequent to the original project approval. Projects that must be substantially modified to meet new code requirements are subject to Ch. 166.01(D) Modifications.
- (5) Variances. Variances from applicable zoning and development requirements that have been adopted subsequent to the original project approval shall be reviewed by the Planning Commission prior to approval of the extension.
- (6) Expiration. If the required task(s) are not completed within one (1) year from the date of approval or during an allowed extension period, all of the above-enumerated plans and permits shall be rendered null and void.

166.20 Expiration Of Approved Plans And Permits

(A) *Applicability.* The provisions of this section apply to all of the following plans and permits:

- (1) Preliminary plats;
- (2) Planned zoning district developments;
- (3) Conditional uses;
- (4) Large-scale developments;
- (5) Lot splits;
- (6) Physical alteration of land (grading)/storm water, drainage, and erosion control (drainage) permit;
- (7) Tree preservation plans; and
- (8) Floodplain development permits.

(B) Time Limit.

(1) Tasks to Be Completed. All of the above-enumerated plans and permits are conditioned upon the applicant accomplishing the following tasks within one (1) year from the date of approval:

- (a) For any renovation or new construction, receive all building permits for the project; and/or,
- (b) For a Planned Zoning District, comply with the approved phasing plan; and/or
- (c) For a lot split, record a deed or survey at the Washington County Circuit Clerk's Office, stamped for recordation by the City Planning Division; and/or,
- (d) Receive a business license; and/or,
- (e) Receive all permits and approvals required by city, county, state, and federal regulations to complete construction of the development or project.

~~(2) Administrative Extension Within One (1) Year. Prior to the expiration of the one (1) year time limit, an applicant may request the Zoning and Development Administrator to extend the period to accomplish the tasks by up to one (1) additional year. The applicant has the burden to show good cause why the tasks could not reasonably be completed within the normal one (1) year limit. Extensions that are not permitted administratively may be requested of the Planning Commission within ten (10) days of the final administrative decision.~~

~~(3) Planning Commission Administrative Extension Within Eighteen (18) Months. Should an applicant miss the deadline to request an administrative extension, wW~~ Within eighteen (18) months of the date of approval ~~the, an~~ applicant may request the ~~Planning Commission~~ Zoning and Development Administrator to extend the period ~~to accomplish the tasks by~~ up to one (1) additional year from the original date of approval, ~~subject to the burden of showing good cause as described in this section. The applicant has the burden to show good cause why the tasks could not reasonably be completed within the normal one (1) year limit. Extensions that are not permitted administratively may be requested from the Planning Commission within ten (10) days of the final administrative decision.~~

~~(4)~~ Planning Commission Extension. Prior to the expiration of any allowed extension period (maximum of two (2) years from the date of original approval), an applicant may request the Planning Commission to extend the period to accomplish the tasks by up to one (1) additional year, if the plans and permits are substantially the same as those originally approved. The applicant has the burden to show good cause why the tasks could not reasonably be completed within the normal one (1) year limit and the permitted extension period. Extensions beyond three (3) years from the original date of approval shall not be permitted.

- (54) Ordinance Amendments. To receive approval of an extension, the applicant shall comply with all applicable zoning and development requirements that have been adopted subsequent to the original project approval. Projects that must be substantially modified to meet new code requirements are subject to Ch. ~~166.05(F)~~166.01(D) Modifications.
- (65) Variances. Variances from applicable zoning and development requirements that have been adopted subsequent to the original project approval shall be reviewed by the Planning Commission prior to approval of the extension.
- (76) Expiration. If the required task(s) are not completed within one (1) year from the date of approval or during an allowed extension period, all of the above-enumerated plans and permits shall be rendered null and void.

(C) Three (3) Year Time Limit.

- (1) Tasks to Be Complete. All of the above-enumerated plans and permits are also conditioned upon the applicant completing the project and receiving final inspection approval and/or a final Certificate of Occupancy permit within three (3) years from the date of issuance of a building permit or receipt of all permits and approval required to complete construction of the project.
- (2) Extensions. Prior to the expiration of the three (3) year time limit, an applicant may request the Planning Commission to extend the three (3) year period to complete the project by up to two (2) additional years. The applicant has the burden to show good cause why the project could not reasonably be completed within the three (3) year time limit.
- (3) Expiration. If the applicant fails to meet the requirements of subsection (C)(1) within three (3) years from the date of issuance of a building permit/receipt of all permits and approval required or during an allowed extension period, all of the above-enumerated plans and permits shall be rendered null and void.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Gretchen Harrison, Senior Planner

MEETING DATE: January 22, 2024 (updated with results)

SUBJECT: **ADM-2024-0002: Administrative Item (Amend UDC Chapter 166 - Development):** Submitted by CITY OF FAYETTEVILLE STAFF. The request is for an amendment to UDC Chapter 166.20 – Expiration of Approved Plans and Permits. The proposed code change would adjust expiration requirements for approved plans.

RECOMMENDATION:

Staff recommends forwarding **ADM-2024-0002** to the City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **ADM-2024-0002** to the City Council with a recommendation of approval."*

BACKGROUND:

In 2002, the City Council adopted Chapter 166.20 of the Unified Development Code (UDC) which required all previously approved plans and permits to comply with current ordinances and established a typical one-year time limit for future plan and permit approvals. The ordinance also allowed applicants to submit a request for a one-year extension to the Planning Commission to extend their project's approval for up to one additional year. In 2008, an amendment to that ordinance was passed which allowed staff to approve one-year extensions administratively, provided that the project complies with all applicable zoning and development requirements that were adopted subsequent to the project's original approval. It also allowed applicants who missed their deadline to request an administrative extension, prior to the date of the project's expiration, to request a one-year extension from the Planning Commission within 18 months of the project's original approval. In addition, the amendment gave applicants the ability to request a second one-year extension from the Planning Commission to extend their project's approval for a second year, allowing an approval period of up to three years.

DISCUSSION:

The purpose of this amendment is to allow extensions requested within 18 months of a project's original approval to be reviewed and granted administratively by the City's Zoning and Development Administrator. Currently, an applicant has the ability to request a one-year extension administratively so long as their request is submitted prior to the project's initial expiration. If an applicant misses their deadline to request an administrative extension, then they have the ability to request a one-year extension from the Planning Commission so long as their request is submitted within the next six months. The allowance for a one-year extension from the Planning Commission within 18 months of a project's original approval was established as a way to give

applicants additional time to extend their project's approval without having to resubmit their project in its entirety. However, staff has received an increasing number of requests for one-year extensions from the Planning Commission in recent years as a result of applicants narrowly missing their window to request an administrative extension. City records indicate that staff processed six such requests in 2021, four in 2022, and 14 in 2023. All 14 requests that were processed in 2023 were approved by the Planning Commission with 10 of those items being placed on the consent agenda.

All extension requests, whether reviewed by the Zoning and Development Administrator or the Planning Commission, are evaluated under the same general criteria. For an extension to be approved, an applicant must show good cause why all required tasks could not reasonably be completed within the typical one year time limit and demonstrate that their plans are substantially the same as those that were originally approved. Since all project extensions are reviewed in a similar manner and requests that are submitted to the Planning Commission require additional time and resources, taking at least four weeks to process and requiring completion of public notification, staff recommends UDC Chapter 166.20 be amended to allow all one-year extensions requested within 18 months of a project's original approval to be reviewed and granted administratively. Allowing those extensions to be approved administratively would reduce the amount of time and resources needed to process those requests from applicants who are usually close to completing their required tasks, and subsequently reduce the amount of time needed to process any permits associated with their project. Proposed Unified Development Code changes are attached as clean text and as strikethrough.

RECOMMENDATION: Staff recommends forwarding ADM-2024-0002 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:				Required	<u>YES</u>
Date: <u>January 22, 2024</u>	☐ Tabled	☒ Forwarded	☐ Denied		
Motion: Madden	with a recommendation of approval				
Second: Payne					
Vote: 9-0-0					

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Proposed Ordinance, Clean
 - §166.20 – Expiration Of Approved Plans And Permits
- Proposed Ordinance, Strike-through
 - §166.20 – Expiration Of Approved Plans And Permits

166.20 Expiration Of Approved Plans And Permits

(A) *Applicability.* The provisions of this section apply to all of the following plans and permits:

- (1) Preliminary plats;
- (2) Planned zoning district developments;
- (3) Conditional uses;
- (4) Large-scale developments;
- (5) Lot splits;
- (6) Physical alteration of land (grading)/storm water, drainage, and erosion control (drainage) permit;
- (7) Tree preservation plans; and
- (8) Floodplain development permits.

(B) *Time Limit.*

- (1) *Tasks to Be Completed.* All of the above-enumerated plans and permits are conditioned upon the applicant accomplishing the following tasks within one (1) year from the date of approval:
 - (a) For any renovation or new construction, receive all building permits for the project; and/or,
 - (b) For a Planned Zoning District, comply with the approved phasing plan; and/or
 - (c) For a lot split, record a deed or survey at the Washington County Circuit Clerk's Office, stamped for recordation by the City Planning Division; and/or,
 - (d) Receive a business license; and/or,
 - (e) Receive all permits and approvals required by city, county, state, and federal regulations to complete construction of the development or project.
- (2) *Administrative Extension Within One (1) Year.* Prior to the expiration of the one (1) year time limit, an applicant may request the Zoning and Development Administrator to extend the period to accomplish the tasks by up to one (1) additional year. The applicant has the burden to show good cause why the tasks could not reasonably be completed within the normal one (1) year limit. Extensions that are not permitted administratively may be requested of the Planning Commission within ten (10) days of the final administrative decision.
- (3) *Planning Commission Extension Within Eighteen (18) Months.* Should an applicant miss the deadline to request an administrative extension, within eighteen (18) months of the date of approval the applicant may request the Planning Commission to extend the period up to one (1) additional year from the original date of approval, subject to the burden of showing good cause as described in this section.
- (4) *Planning Commission Extension.* Prior to the expiration of any allowed extension period (maximum of two (2) years from the date of original approval), an applicant may request the Planning Commission to extend the period to accomplish the tasks by up to one (1) additional year, if the plans and permits are substantially the same as those originally approved. The applicant has the burden to show good cause why the tasks could not reasonably be completed within the normal one (1) year limit and the permitted extension period. Extensions beyond three (3) years from the original date of approval shall not be permitted.
- (5) *Ordinance Amendments.* To receive approval of an extension, the applicant shall comply with all applicable zoning and development requirements that have been adopted subsequent to the original project approval. Projects that must be substantially modified to meet new code requirements are subject to Ch. 166.05(F) Modifications.

-
- (6) Variances. Variances from applicable zoning and development requirements that have been adopted subsequent to the original project approval shall be reviewed by the Planning Commission prior to approval of the extension.
 - (7) Expiration. If the required task(s) are not completed within one (1) year from the date of approval or during an allowed extension period, all of the above-enumerated plans and permits shall be rendered null and void.
- (C) Three (3) Year Time Limit.
- (1) Tasks to Be Complete. All of the above-enumerated plans and permits are also conditioned upon the applicant completing the project and receiving final inspection approval and/or a final Certificate of Occupancy permit within three (3) years from the date of issuance of a building permit or receipt of all permits and approval required to complete construction of the project.
 - (2) Extensions. Prior to the expiration of the three (3) year time limit, an applicant may request the Planning Commission to extend the three (3) year period to complete the project by up to two (2) additional years. The applicant has the burden to show good cause why the project could not reasonably be completed within the three (3) year time limit.
 - (3) Expiration. If the applicant fails to meet the requirements of subsection (C)(1) within three (3) years from the date of issuance of a building permit/receipt of all permits and approval required or during an allowed extension period, all of the above-enumerated plans and permits shall be rendered null and void.

(Ord. No. 5155, 7-15-08); Ord. No. 5425, 8-2-11; Ord. No. 6446 , §8(Exh. C), 6-15-21)

166.20 Expiration Of Approved Plans And Permits

(A) *Applicability.* The provisions of this section apply to all of the following plans and permits:

- (1) Preliminary plats;
- (2) Planned zoning district developments;
- (3) Conditional uses;
- (4) Large-scale developments;
- (5) Lot splits;
- (6) Physical alteration of land (grading)/storm water, drainage, and erosion control (drainage) permit;
- (7) Tree preservation plans; and
- (8) Floodplain development permits.

(B) *Time Limit.*

(1) *Tasks to Be Completed.* All of the above-enumerated plans and permits are conditioned upon the applicant accomplishing the following tasks within one (1) year from the date of approval:

- (a) For any renovation or new construction, receive all building permits for the project; and/or,
- (b) For a Planned Zoning District, comply with the approved phasing plan; and/or
- (c) For a lot split, record a deed or survey at the Washington County Circuit Clerk's Office, stamped for recordation by the City Planning Division; and/or,
- (d) Receive a business license; and/or,
- (e) Receive all permits and approvals required by city, county, state, and federal regulations to complete construction of the development or project.

~~(2) — Administrative Extension Within One (1) Year. Prior to the expiration of the one (1)-year time limit, an applicant may request the Zoning and Development Administrator to extend the period to accomplish the tasks by up to one (1) additional year. The applicant has the burden to show good cause why the tasks could not reasonably be completed within the normal one (1) year limit. Extensions that are not permitted administratively may be requested of the Planning Commission within ten (10) days of the final administrative decision.~~

~~(3) Planning CommissionAdministrative Extension Within Eighteen (18) Months. Should an applicant miss the deadline to request an administrative extension, wWithin eighteen (18) months of the date of approval the, an applicant may request the Planning CommissionZoning and Development Administrator to extend the period to accomplish the tasks by up to one (1) additional year from the original date of approval, subject to the burden of showing good cause as described in this section. The applicant has the burden to show good cause why the tasks could not reasonably be completed within the normal one (1) year limit. Extensions that are not permitted administratively may be requested of the Planning Commission within ten (10) days of the final administrative decision.~~

~~(4)~~ Planning Commission Extension. Prior to the expiration of any allowed extension period (maximum of two (2) years from the date of original approval), an applicant may request the Planning Commission to extend the period to accomplish the tasks by up to one (1) additional year, if the plans and permits are substantially the same as those originally approved. The applicant has the burden to show good cause why the tasks could not reasonably be completed within the normal one (1) year limit and the permitted extension period. Extensions beyond three (3) years from the original date of approval shall not be permitted.

-
- (~~54~~) Ordinance Amendments. To receive approval of an extension, the applicant shall comply with all applicable zoning and development requirements that have been adopted subsequent to the original project approval. Projects that must be substantially modified to meet new code requirements are subject to Ch. ~~166.05(F)~~166.01(D) Modifications.
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(C) Three (3) Year Time Limit.

- (1) Tasks to Be Complete. All of the above-enumerated plans and permits are also conditioned upon the applicant completing the project and receiving final inspection approval and/or a final Certificate of Occupancy permit within three (3) years from the date of issuance of a building permit or receipt of all permits and approval required to complete construction of the project.
- (2) Extensions. Prior to the expiration of the three (3) year time limit, an applicant may request the Planning Commission to extend the three (3) year period to complete the project by up to two (2) additional years. The applicant has the burden to show good cause why the project could not reasonably be completed within the three (3) year time limit.
- (3) Expiration. If the applicant fails to meet the requirements of subsection (C)(1) within three (3) years from the date of issuance of a building permit/receipt of all permits and approval required or during an allowed extension period, all of the above-enumerated plans and permits shall be rendered null and void.

(Ord. No. 5155, 7-15-08); Ord. No. 5425, 8-2-11; Ord. No. 6446 , §8(Exh. C), 6-15-21)



MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Kylee Hevrdejs, Planner

SUBJECT: **RZN-2023-0035: Rezoning (NW OF N. SHILOH DR. AND W. CHICORY PL./SPRINGWOODS INVESTMENTS LLC, 248): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located NW OF N. SHILOH DR. AND W. CHICORY PL. in WARD 2. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 2.44 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.**

RECOMMENDATION:

City Planning staff and the Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is in north Fayetteville, just west of I-49 and approximately 0.33 miles south of the intersection of N. Shiloh Dr. and N. Hwy 112. It is south of the Wilson Springs Preserve. The property received its current zoning in 2003, when it was rezoned to Springwoods CPZD (Ord. 4523, October 21, 2003) from I-1 – Heavy Commercial/Light Industrial. Specifically, the subject property was platted as lot #10 of area #1 (Audubon Society) in the Springwoods CPZD, which is now outdated, having expired in 2006. The property is currently undeveloped.

Request: The request is to rezone the subject property from CPZD, Commercial Planned Zoning District, to UT, Urban Thoroughfare.

Public Comment: To date, staff have received no public comment on this item.

Land Use Compatibility:

On the balance of considerations, staff finds that the proposed zoning is compatible with existing land uses. The Springwoods CPZD set aside the subject property for the Audubon Society to develop an environmental education center and permits only Use Unit 4. The subject property borders the Wilson Springs Preserve but does not abut public access points or trails. A large optometrist's office is located southwest of the subject property along N. Shiloh Drive. Further south along N. Shiloh Drive, are several automotive sales and service businesses. North along N. Shiloh Drive, the Sam's Club property offers large retail, a gas station, and a liquor store.

Mailing address:

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Fayetteville, AR 72701

www.fayetteville-ar.gov

Staff also finds the proposed zoning to be compatible overall with uses permitted in the larger CPZD area and in alignment with the spirit and intent of the CPZD. For example, rezoning to UT would permit by-right single and multi-family development. Although these uses weren't originally permitted on the subject property, single and multi-family dwellings were permitted in other areas of the Springwoods CPZD. Commercial uses are also permitted under both the existing and proposed zoning districts.

Zoning regulations for each lot in the CPZD were to be determined during large-scale development review or subdivision approval. Requirements for the CPZD appear to have expired so rezoning is necessary.

Land Use Plan Analysis: Staff finds that the proposal is largely in line with the goals in City Plan 2040 and adopted land use policies. The infill score for this site is moderate, which appears to somewhat align with the City's stated goal towards making infill development a priority. Several important infrastructure elements contribute to that score, including access to water, sewer, trails, and transit. In terms of Future Land Use Map designation for the property, it is classed as a City Neighborhood Area. This designation supports a wide spectrum of residential and nonresidential uses, which are permitted in the UT, Urban Thoroughfare district.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates an infill score of **6-7** for this site. The following elements of the matrix contribute to the score, at varying points:

- Near Sewer Main (W. Chicory Pl.)
- Near Water Main (N. Shiloh Dr. and W. Chicory Pl.)
- Near Paved Trail (Shiloh Trail)
- Near City Park (Underwood Park)
- Near Grocery Store (Sam's Club)
- Near Razorback Bud Stop (this stop is across I-49, and is not reasonably accessible from the site)
- Appropriate Future Land Use (City Neighborhood)

DISCUSSION:

At the January 8, 2024 Planning Commission meeting, a vote of 6-2-0 forwarded the request to City Council with a recommendation of approval. The commissioners cited the necessity of rezoning, future land use compatibility, and staff recommendations as noted in the report as reasons for approval. There was no public comment at the meeting. Commissioners Madden and Garlock were not favorable to the rezone, citing undesirable uses permitted by UT zoning in the "gateway" to the city. It was implied that the first thing visitors entering Fayetteville via I-49 see could be unattractive developments like gas stations. Other commissioners disagreed, stating that the area is already heavily developed by car dealerships and the Sam's Club property which has a gas station. There was further disagreement about what constituted the "gateway" to the city.

BUDGET/STAFF IMPACT:

N/A

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

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Fayetteville, AR 72701

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City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1635

RZN-2023-0035: Rezoning (NW OF N. SHILOH DR. AND W. CHICORY PL./SPRINGWOODS INVESTMENTS LLC, 248): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located NW OF N. SHILOH DR. AND W. CHICORY PL. in WARD 2. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 2.44 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-0035 FOR APPROXIMATELY 2.44 ACRES LOCATED NORTHWEST OF NORTH SHILOH DRIVE AND WEST CHICORY PLACE IN WARD 2 FROM CPZD, COMMERCIAL PLANNED ZONING DISTRICT TO UT, URBAN THOROUGHFARE

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from CPZD, Commercial Planned Zoning District to UT, Urban Thoroughfare.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2024-1635

Item ID

2/6/2024

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

Jonathan Curth

1/19/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0035: Rezoning (NW OF N. SHILOH DR. AND W. CHICORY PL./SPRINGWOODS INVESTMENTS LLC, 248): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located NW of N. SHILOH DR. AND W. CHICORY PL. in WARD 2. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 2.44 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

#

Remaining Budget

\$ -

V20221130

Purchase Order Number:

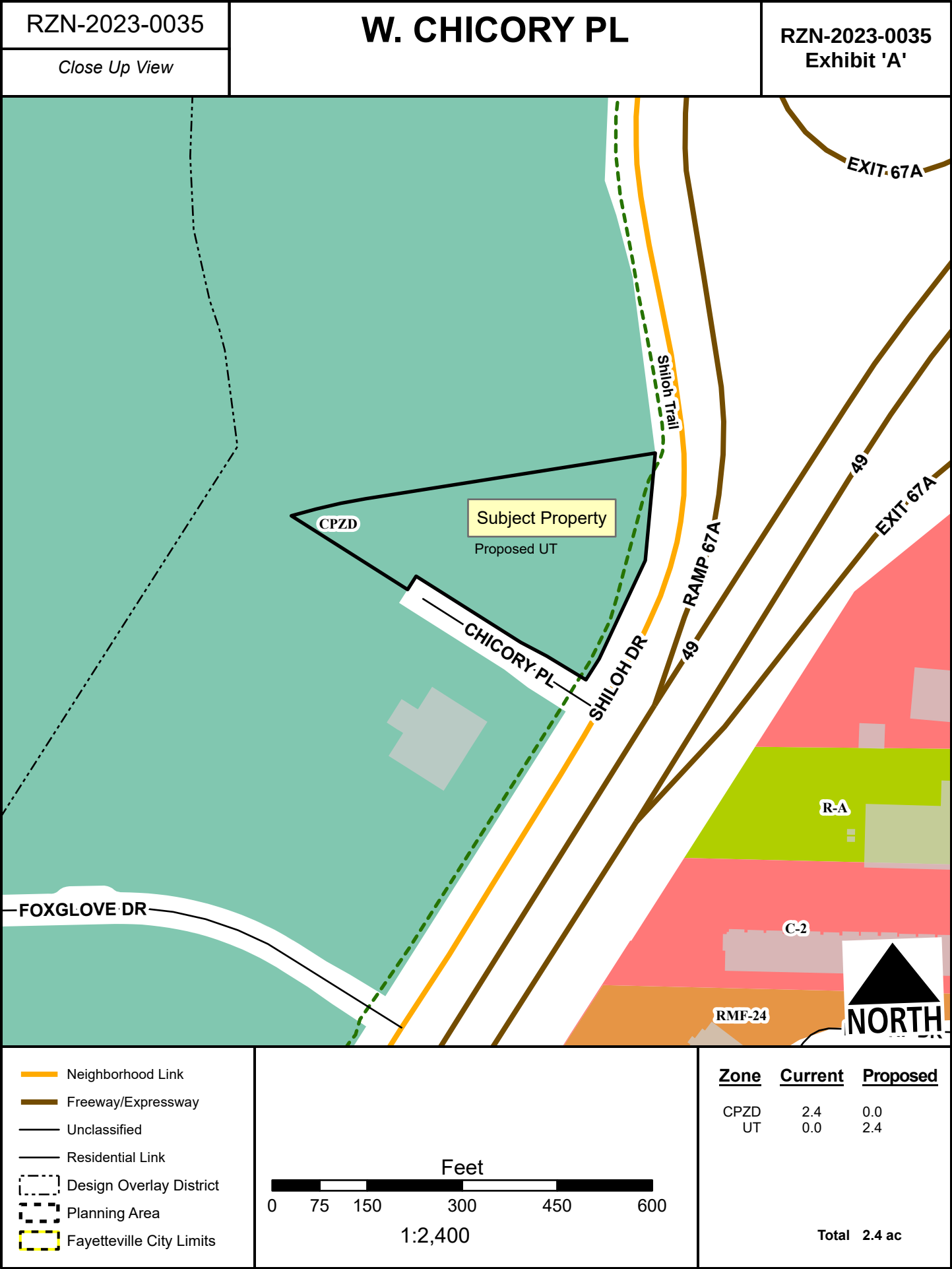
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



LEGAL DESCRIPTION

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF CHICORY PLACE, 50' PUBLIC RIGHT OF WAY, AND THE CENTERLINE OF NORTH SHILOH DRIVE, RIGHT OF WAY VARIES;

THENCE NORTH 55 DEGREES 56 MINUTES 14 SECONDS WEST 43.00 FEET TO A POINT ON THE CENTERLINE OF CHICORY PLACE;

THENCE NORTH 34 DEGREES 21 MINUTES 46 SECONDS EAST 29.82 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A 5/8" REBAR WITH CAP;

THENCE NORTH 56 DEGREES 26 MINUTES 26 SECONDS WEST 72.09 FEET TO A FOUND 5/8" REBAR;

THENCE NORTH 60 DEGREES 17 MINUTES 09 SECONDS WEST 46.45 FEET TO A FOUND MAG-NAIL WITH WASHER;

THENCE NORTH 55 DEGREES 43 MINUTES 36 SECONDS WEST 195.86 FEET TO A FOUND 5/8" REBAR;

THENCE SOUTH 34 DEGREES 08 MINUTES 35 SECONDS WEST 25.00 FEET TO A FOUND 5/8" REBAR WITH CAP;

THENCE NORTH 55 DEGREES 36 MINUTES 18 SECONDS WEST 217.31 FEET TO A FOUND 5/8" REBAR WITH CAP;

THENCE NORTH 78 DEGREES 57 MINUTES 31 SECONDS WEST 120.21 FEET ALONG A CHORD OF A CURVE WITH A RADIUS OF 890.00 FEET AND A TOTAL LENGTH OF 120.30 FEET;

THENCE NORTH 83 DEGREES 4 MINUTES 55 SECONDS EAST 462.98 FEET TO A SET 5/8" REBAR;

THENCE SOUTH 7 DEGREES 17 MINUTES 26 SECONDS WEST 170.44 FEET TO A SET 5/8" REBAR WITH CAP;

THENCE SOUTH 27 DEGREES 07 MINUTES 45 SECONDS WEST 171.29 FEET TO A SET 5/8" REBAR WITH CAP;

THENCE SOUTH 34 DEGREES 21 MINUTES 46 SECONDS WEST 39.40 FEET TO THE POINT OF BEGINNING;

ALSO KNOWN AS AUDUBON 22 OF THE FINAL PLAT OF MEADOW FIELD COMMERCIAL SUBDIVISION.

CONTAINING IN ALL 106,205 SQ. FT. OR 2.438 ACRES, MORE OR LESS.



MITO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Kylee Hevrdejs, Planner

MEETING DATE: January 8, 2024

SUBJECT: **RZN-2023-0035: Rezoning (NW OF N. SHILOH DR. AND W. CHICORY PL./SPRINGWOODS INVESTMENTS LLC, 248):** Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located on W. CHICORY PL. The property is zoned CPZD, COMMERCIAL PLANNED ZONING DISTRICT and contains approximately 2.44 acres. The request is to rezone the property to UT, URBAN THOROUGHFARE.

RECOMMENDATION:

Staff recommend forwarding **RZN-2023-0035** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0014** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is in north Fayetteville, just west of I-49 and approximately 0.33 miles south of the intersection of N. Shiloh Dr. and N. Hwy 112. It is south of the Wilson Springs Preserve. The property received its current zoning in 2003, when it was rezoned to Springwoods CPZD (Ord. 4523, October 21, 2003) from I-1 – Heavy Commercial/Light Industrial. Specifically, the subject property was platted as lot #10 of area #1 (Audubon Society) in the Springwoods CPZD, which is now outdated, having expired in 2006. The property is currently undeveloped. The Shiloh Trail runs along the property's southeastern side. It is included in the Enduring Green Network and the I-540 Overlay District. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Wilson Springs Preserve	Springwoods CPZD
South	Commercial/Interstate	Springwoods CPZD
East	Interstate	Arkansas DOT
West	Commercial/Wilson Springs Preserve	Springwoods CPZD

Request: The request is to rezone the 2.44-acre property to UT, Urban Thoroughfare. This request is associated with a development proposal for a mixed-use mini-storage and office building. A conditional use permit for UU-38 Mini-storage units has been submitted simultaneously (CUP-2023-0175) with this application.

Public Comment: To date, staff has received no public comment on this item.

INFRASTRUCTURE:

Streets: The subject area has frontage along N. Shiloh Dr., which is a fully improved Neighborhood Link Street with asphalt paving, curb and gutter, and the Shiloh Trail along its eastern side. The subject area also has frontage along W. Chicory Pl. which is a fully improved Residential Link Street with asphalt paving, curb and gutter, 6-foot greenspace, and 6-foot sidewalks. Any street improvements will be determined at the time of development proposal.

Water: Public water is available to the subject area. An existing 12-inch water main is present on the west side of N. Shiloh Dr. An existing 8-inch water main is present on the south side of W. Chicory Pl.

Sewer: Sanitary sewer is available to the subject area. An existing 8-inch sewer main is present on the southwest corner of the subject property.

Drainage: No portion of the property lies within the Hillside-Hilltop Overlay District, or within a FEMA floodplain. However, the property is largely encumbered by hydric soils. Hydric soils are known indicators of wetlands, though for an area to be classified as wetlands, it may also need other characteristics such as hydrophytes (plants that grow in water), and shallow water during parts of the year. Hydric soil can be found across many areas of Fayetteville, including valleys, floodplains, and open prairies. It's important to identify these natural resources during development, so when these soils are identified on a property, further environmental studies will be required at the time of development. Before permits are issued for the property a statement/report from an environmental professional must be provided summarizing the existence of wetlands on the property. If this statement/report indicates that wetlands may be present on site, a USACE Determination of Jurisdictional Wetlands will be required at the time of development submittal.

Any additional improvements or requirements for drainage will be determined at the time of development.

Fire: Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development. There is an existing fire hydrant at the northeast of the site. Station 8, located at 2266 W. Deane St., protects this site. The property is located approximately 1.5 miles from the fire station with an anticipated drive time of approximately 3 minutes using existing streets. The anticipated response time would be approximately 5.2 minutes. Fire Department response time is calculated based on the drive time plus 1 minute for dispatch and 1.2 minutes for turn-out time. Within the City Limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck.

Police: The Police Department did not comment on this request.

Tree Preservation:

The current zoning district of CPZD, Commercial Planned Zoning District requires **25% minimum canopy preservation**. The proposed zoning district of UT, Urban Thoroughfare requires **15% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood**.

City Neighborhood areas provide a dense mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety, and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates an infill score of **6-7** for this site, with a weighted score of 8. The following elements of the matrix contribute to the score, at varying points:

- Near Sewer Main (W. Chicory Pl.)
- Near Water Main (N. Shiloh Dr. and W. Chicory Pl.)
- Near Paved Trail (Shiloh Trail)
- Near Grocery Store (Sam's Club)
- Near Razorback Bud Stop (this stop is across I-49, and is not reasonably accessible from the site)
- Appropriate Future Land Use (City Neighborhood)

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:***

On the balance of considerations, staff finds that the proposed zoning is compatible with existing land uses. The Springwoods CPZD set aside the subject property for the Audubon Society to develop an environmental education center and permits only Use Unit 4. The subject property borders the Wilson Springs Preserve but does not abut public access points or trails. A large optometrist's office is located southwest of the subject property along N. Shiloh Drive. Further south along N. Shiloh Drive, are several automotive sales and service businesses. North along N. Shiloh Drive, the Sam's Club property offers large retail, a gas station, and a liquor store.

Staff also finds the proposed zoning to be compatible overall with uses permitted in the larger CPZD area and in alignment with the spirit and intent of the CPZD. For example, rezoning to UT would permit by-right residential development ranging from single to multifamily dwellings. Although these uses weren't originally permitted on the subject property, single and multi-family dwellings were permitted in other areas of the Springwoods CPZD. Commercial uses are also permitted under both the existing and proposed zoning districts.

Zoning regulations for each lot in the CPZD were to be determined during large-scale development review or subdivision approval. Requirements for the CPZD appear to have expired so rezoning is necessary.

Land Use Plan Analysis: Staff finds that the proposal is largely in line with the goals in City Plan 2040 and adopted land use policies. The infill score for this site is moderate, which appears to somewhat align with the City's stated goal towards making infill development a priority. The area is designated as a City Neighborhood Area. This designation supports a wide spectrum of uses, which are permitted in the UT, Urban Thoroughfare district.

The applicant has also submitted a conditional use permit application (CUP-2023-0175) for use unit 38: mini-storage units in the UT, Urban Thoroughfare zoning district. Support of this rezoning does not reflect approval or support of the applicant's proposed use. The conditional use permit will be evaluated separately, provided the City Council approves this rezoning.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that the proposed rezoning to UT, Urban Thoroughfare is justified. A rezoning of this nature, scale, and intensity aligns with City Plan 2040's designation of the site's future land use as a high density, mixed-use City Neighborhood area. Further, the subject property's current zoning designation as part of the Springwoods CPZD is outdated, having been originally approved in 2003, but not following the projected phasing plan. As a condition of approval of the CPZD, it was outlined that zoning regulations such as setbacks, height, and building area would be determined at the time of large-scale development or subdivision of the property, but this tract has never been developed and restrictive covenants and zoning regulations were never created. The CPZD expired in 2006. Any future development on this site would require rezoning first to establish zoning regulations.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: The proposed zoning may increase traffic, particularly along N. Shiloh Dr. With the addition of potential high-density residential use (although not currently proposed), traffic along N. Shiloh Dr. could increase significantly. However, there are alternative transportation options such as pedestrian and bike access via the Shiloh Trail. That said, with the addition of potential walkable services in the area through the UT zoning request, staff finds that this somewhat alleviates this concern. However, staff recognizes that the relatively small size of the property, at 2.44 acres, would provide some limits on residential density and potential traffic impacts.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Rezoning the property from its current zoning designation may alter the potential population density in the area. Initial Engineering Division review indicates that utility extensions or upgrades are likely not required, but any modification to utility provision would be evaluated at the time of a development proposal. No comments were received from the Fayetteville Public School district.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
- It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2023-0035 to the City Council with a recommendation of approval.

PLANNING COMMISSION ACTION:			
Required	YES		
Date: <u>January 8, 2024</u>	☐ Tabled	☒ Forwarded	☐ Denied
Motion: Payne		w/ recommendation of approval	
Second: Brink			
Vote: 6-2-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code:
 - §161.24 Urban Thoroughfare
 - §161.35 Planned Zoning District
- Springwoods CPZD Ordinance
- Springwoods CPZD Plans
- Request Letter
- Applicant Exhibit
- Close Up Map
- One Mile Map
- Current Land Use Map
- Future Land Use Map

161.24 Urban Thoroughfare

(A) *Purpose.* The Urban Thoroughfare District is designed to provide goods and services for persons living in the surrounding communities. This district encourages a concentration of commercial and mixed use development that enhances function and appearance along major thoroughfares. Automobile-oriented development is prevalent within this district and a wide range of commercial uses is permitted. For the purposes of Chapter 96: Noise Control, the Urban Thoroughfare district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two (2) family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 24	Home occupations
Unit 25	Offices, studios, and related services
Unit 26	Multi-family dwellings
Unit 34	Liquor store
Unit 40	Sidewalk cafes
Unit 41	Accessory Dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance halls
Unit 33	Adult live entertainment club or bar
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Single-family dwelling	18 feet
All other dwellings	None
Non-residential	None

(2) *Lot area minimum.* None

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories/7 stories*
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* A building or a portion of a building that is located between 10 and 15 feet from the front property line or any master street plan right-of-way line shall have a maximum height of five (5) stories. A building or portion of a building that is located greater than 15 feet from the master street plan right-of-way shall have a maximum height of seven (7) stories.

If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from any boundary line of an adjacent single family district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Minimum buildable street frontage.* 50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7, 8, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625 , §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

161.35 Planned Zoning District

- (A) *Applicability.* To be considered for a Planned Zoning District, the applicant shall meet all of the following criteria:
- (1) *Location.* Any property located within the city limits is eligible for a Planned Zoning District. Upon City Council approval, an owner or developer of a specific piece of property located within the City's designated planning area may be authorized to submit a Planned Zoning District application in conjunction with an annexation request, but final approval of the PZD will not be effective until said property is annexed into the City of Fayetteville.
 - (2) *Size.* There shall be no minimum or maximum tract size for a PZD application.
- (B) *Purpose.* The intent of the Planned Zoning District is to permit and encourage comprehensively planned zoning and development whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the concurrent processing of zoning and development. The City Council may consider any of the following factors in review of a Planned Zoning District application.
- (1) *Flexibility.* Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
 - (2) *Compatibility.* Providing for compatibility with the surrounding land uses.
 - (3) *Harmony.* Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
 - (4) *Variety.* Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
 - (5) *No Negative Impact.* Does not have a negative effect upon the future development of the area;
 - (6) *Coordination.* Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
 - (7) *Open Space.* Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.
 - (8) *Natural Features.* Maximum enhancement and minimal disruption of existing natural features and amenities.
 - (9) *Future Land Use Plan.* Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the Future Land Use Plan.
 - (10) *Special Features.* Better utilization of sites characterized by special features of geographic location, topography, size or shape.
 - (11) *Recognized Zoning Consideration.* Whether any other recognized zoning consideration would be violated in this PZD.
- (C) *Rezoning.* Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 154, Amendments.
- (1) Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and zoning standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of zoning standards and a specific master plan.
 - (2) All uses identified within §162 Use Units of the Unified Development Code may be allowed as permissible uses or conditional uses, unless otherwise specified, subject to City Council approval of the Planned Zoning District request.
 - (3) *Residential Density.* Residential densities shall be determined on the basis of the following considerations:
 - (a) The densities of surrounding development;
 - (b) The densities allowed under the current zoning;
 - (c) The urban development goals and other policies of the city's Future Land Use Plan;

- (d) The topography and character of the natural environment; and
- (e) The impact of a given density on the specific site and adjacent properties.
- (4) **Building Setback.** There shall be no minimum building setback except as may be determined by the Planning Commission and City Council during review of the zoning plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. Greater setbacks may be established by the Planning Commission or City Council when it is deemed necessary to provide adequate separation from adjacent properties.
- (5) **Building Height.** There shall be no maximum building height except as may be determined by the Planning Commission and City Council during the review of the zoning plan based on the uses within the development and the proximity of the development to existing or prospective development on adjacent properties. A lesser height may be established by the Planning Commission or City Council when it is deemed necessary to provide adequate light and air to adjacent property and to protect the visual quality of the community.
- (6) **Building Area.** The Planning Commission and City Council shall review specific proposed lot coverages which generally correspond to the guidelines for lot coverage in the respective residential, office, commercial or industrial district which most depicts said development scheme.

(Ord. No. 4434, §1 (Ex. A), 11-19-02; Ord. No. 4717, 7-5-05; Ord. No. 4764, 09-20-05; Ord. No. 4783, 10-18-05; Ord. No. 5312, 4-20-10; Ord. No. 5675, 4-1-14; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5945 , §§5, 7, 1-17-17)

ORDINANCE NO. 4523

AN ORDINANCE ESTABLISHING A COMMERCIAL PLANNED ZONING DISTRICT TITLED SPRINGWOODS (C-PZD 03-08.00) LOCATED SOUTH OF HWY. 112 AND WEST OF I-540, CONTAINING 289.28 ACRES, MORE OR LESS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FAYETTEVILLE; AND ADOPTING THE ASSOCIATED COMMERCIAL DEVELOPMENT PROJECT AS APPROVED BY THE PLANNING COMMISSION

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

Section 1. That the zone classification of the following described property is hereby changed as follows:

From I-1, Heavy Commercial/Light Industrial to C-PZD 03-08.00 as shown in Exhibit "A" attached hereto and made a part hereof.

Section 2. That the change in zoning classification is based upon the approved master development plan and development standards as shown on the preliminary plat for springwoods and approved by the Planning Commission on October 13, 2003.

Section 3. That this ordinance shall not take affect and be in full force until approval of the final plat for the subdivision.

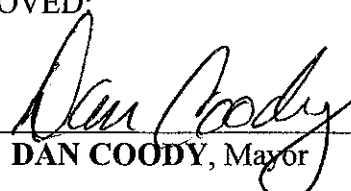
Section 4. That all conditions of approval of the subdivision as approved by the Planning Commission shall be satisfied prior to the issuance of a final plat.

Section 5. That the official zoning map of the City of Fayetteville, Arkansas, is hereby amended to reflect the zoning change provided in Section 1 above.

PASSED and APPROVED this the 21st day of October, 2003.

APPROVED:

By:


DAN COODY, Mayor

ATTEST:

By:


SONDRA SMITH, City Clerk



EXHIBIT "A"
C-PZD 03-08.00

A PART OF SECTION 33, TOWNSHIP 17 NORTH, RANGE 30 WEST, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT THE NW CORNER OF SAID SECTION 33, THENCE SOUTH 87°19'24"EAST-2637.40 FEET TO THE NE CORNER OF THE NE ¼ OF THE NW ¼ OF SAID SECTION 33; THENCE SOUTH 87°14'56" EAST - 247.50 FEET; THENCE SOUTH 2°26'17" WEST-1030.76 FEET; THENCE SOUTH 87°17'25" EAST - 1100.15 FEET TO THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY 71 BYPASS; THENCE ALONG SAID WEST RIGHT OF WAY LINE THE FOLLOWING BEARINGS AND DISTANCES, SOUTH 26°01'09" WEST - 74.14 FEET; THENCE SOUTH 74°59'16" WEST - 100.11 FEET; THENCE SOUTH 75°15'02" WEST - 117.54 FEET; THENCE SOUTH 66°53'26" WEST - 127.62 FEET; THENCE SOUTH 50°13'36" WEST - 191.34 FEET; THENCE SOUTH 31°34'48" WEST - 190.36 FEET; THENCE SOUTH 16°24'53" WEST - 126.58 FEET; THENCE SOUTH 4°16'48" WEST - 188.26 FEET; THENCE SOUTH 16°36'56" EAST - 57.67 FEET; THENCE SOUTH 12°48'23" EAST 100.11 FEET; THENCE SOUTH 5°19'10" EAST - 280.77 FEET; THENCE SOUTH 7°15'05" WEST 170.41 FEET; THENCE SOUTH 27°10'09" WEST - 171.37 FEET; THENCE SOUTH 34° 22'25" WEST 949.12 FEET; THENCE SOUTH 38°27'59" WEST - 150.76 FEET; THENCE SOUTH 34°22'18" WEST - 922.60 FEET; THENCE LEAVING THE WEST RIGHT OF WAY OF HIGHWAY 71 BY PASS NORTH 87°11'53" WEST - 631.86 FEET; THENCE SOUTH 2°25'44" WEST - 329.87 FEET; THENCE NORTH 87°21'18" WEST - 660.00 FEET; THENCE NORTH 2°25'44" EAST 330.00 FEET; THENCE NORTH 87°21'18" WEST - 660.23 FEET; THENCE NORTH 2°28'11" EAST - 2480.65 FEET; THENCE NORTH 87°19'24" WEST - 330.00 FEET; THENCE NORTH 2°28'11" EAST—1816.06 FEET TO THE POINT OF BEGINNING, CONTAINING 289.28 ACRES, MORE OR LESS, WASHINGTON COUNTY, ARKANSAS.

FAYETTEVILLE

THE CITY OF FAYETTEVILLE, ARKANSAS

PC Meeting of October 13, 2003

113 W. Mountain St.
Fayetteville, AR 72701
Telephone: 501-575-8264

PLANNING DIVISION CORRESPONDENCE

TO: Fayetteville Planning Commission
FROM: Jeremy Pate, Associate Planner *REVISED FOR CITY COUNCIL JP*
Matt Casey, Staff Engineer
THRU: Dawn Warrick, A.I.C.P., Zoning & Development Administrator
DATE: October 08, 2003

Project: C-PZD 03-08.00: Planned Zoning District (springwoods, pp 248) was submitted by Joe Tarvin, P.E. of EGIS Engineering, Inc. on behalf of Collins Haynes for property located on the southwest side of I-540 and Arkansas Highway 112. The property is zoned I-1, Heavy Commercial/Light Industrial, in the Design Overlay District and contains approximately 289.26 acres. The request is to rezone the property to a Planned Zoning District to allow for development of Residential and Commercial sites.

Findings: The 289-acre subject property is being reviewed as a proposal for a Commercial Planned Zoning District. The applicant requests a rezoning and preliminary plat approval for a large lot subdivision within the Design Overlay District. The rezoning request, in conjunction with a development proposal, requires Planning Commission consideration and City Council approval pursuant to the requirements for a PZD. The proposed nine (9) lots have been assigned Use Units and/or specific uses that are legally binding to each lot. Each of the larger lots will require further review in the form of a preliminary and final plat and/or large scale development review. More detailed comments regarding vehicular and pedestrian circulation, street improvements, buffers and screening, commercial design standards, and other typical review items will be provided with the future submittals for each of these lots.

Numerous environmental concerns have been raised with the history of this particular site. The developer of the springwoods subdivision has indicated that the Audubon Society has particular interest in utilizing and preserving Lot #8, comprising approximately 124 acres, or 43% of the entire site. This particular lot is required to be preserved (or enhanced) in large part in its natural state, thereby retaining the wetlands, tree canopy, and grasslands currently existing. Any future development on this lot, as with the others, through Audubon or any other entity, is bound to these restrictions and must be reviewed for Code compliance through the City of Fayetteville.

Proposed Use Units:

(D) C-PZD, Commercial Planned Zoning District

Lot No.	Land Use	Use Units	Density	Acreage
1	Commercial	12,13,14,15,16,17,25	n/a	47.73
2	Multi-Family	26	18 DU/AC	26.36
3	Single Family	8	2 DU/AC	25.53
4	Multi Family	26	4 DU/AC	10.70
5	Single Family	8	2 DU/AC	32.28
6	Commercial	12,13,14,15,16,17,25	n/a	18.04
7	Commercial	12,13,14,15,16,17,25	n/a	5.17
8	Preservation Area	1*	n/a	123.45
9	Lift Station	3**	n/a	0.02

*Lot 8 (Audubon) Uses shall be further restricted as described in proposed uses of the "Wilson Spring Site" as stated by Audubon.

**Lot 9 to be retained by the City of Fayetteville for the existing lift station. Necessary utility and access easements shall be provided to this lot with the Final Plat.

(A) Unit 1. City-wide uses by right.

(1) *Description.* Unit 1 consists of public uses, essential services, agricultural uses, open land uses, and similar uses which are subject to other public controls or which do not have significantly adverse effects on other permitted uses and are, therefore, permitted as uses of right in all districts.

(2) *Included uses.* Public facilities of the types embraced within the recommendations of the General Plan.

Agricultural, forestry, and fishery:	•Field crop farms •Fishery •Forest •Fruit, tree, and vegetable farm
Essential services located in public right-of-way:	•Fire alarm box •Fire hydrant •Passenger stop for bus •Police alarm box •Sidewalk •Street, highway, and other thoroughfare •Street signs, traffic signs, and signals •Utility mainline, local transformer and station, and similar facilities customarily located in public right-of-way
Recreation and related use:	•Arboretum

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	•Historical marker •Park area •Parkway •Wildlife preserve
Water facilities:	•Reservoir, open •Watershed •Conservation or flood control project

Surrounding Land Use / Zoning:

Direction	Land Use	Zoning
North	Vacant pasture	R-A, Residential Agricultural
South	Single family homes, horse farm, commercial lots	R-A, Residential Agricultural C-2, Thoroughfare Commercial
East	I-540, Landers Autopark	C-2, Thoroughfare Commercial
West	Single family lots, agricultural land	RSF-4, Res. Single Family, 4 DU/acre RMF-24, Res. Multifamily 24 DU/acre Planning Area

Right-of-way being dedicated:

- Deane Solomon, Collector: 70 feet total, 35 feet from centerline
- Shiloh Drive, Collector: 35 feet from centerline
- Moore Lane, Local: 25 feet from centerline
- Truckers Dr/Gypsum Dr, Collector: To be considered for a Master Street Plan Amendment by City Council as indicated
- Technology Blvd, Collector: To be considered for a Master Street Plan Amendment by City Council as indicated

Requests for Master Street Plan amendments will be considered as individual items on the agenda for City Council

Street Improvements: No street improvements are proposed with the C-PZD and associated Preliminary Plat under review. Staff has made preliminary recommendations for street improvements to coincide with the development of each of the lots.

Tree Preservation:

It is the Landscape Administrator's understanding that most of the trees throughout the site will be preserved, and that as development occurs individual Tree Preservation Plans will be submitted for each large scale and residential subdivision.

Background:

The subject property was purchased by the City of Fayetteville in 1988. In the years following, water and sewer lines, a lift station and fiber optic cable were installed, in anticipation of a high-technology development site, which never occurred.

The site contains a number of environmentally sensitive areas, including delineated wetlands,

grasslands, stream corridors and associated floodplain, and habitat for the Arkansas Darter and numerous other wildlife species. These factors have presented both a challenge and an ecological asset to the development potential of the site.

A total of 165 acres of the property is proposed to be developed in mixed-use residential and commercial uses, with the remaining 124 acres (43%) to be set aside permanently for greenspace. The Audubon Society has expressed interest in the conservation of this property and its significant wildlife habitat for the past two years, as potential for an environmental education center for northwest Arkansas (see attached).

Responses from adjoining property owners all reflect "no objection" to the project as described, with one exception, which states "not enough commercial development."

The proposed C-PZD was heard at Technical Plat Review on August 27, 2003 and at Subdivision Committee on October 02, 2003. Discussion at the Subdivision Committee meeting included: traffic circulation and connectivity, proposed use and compatibility, buffering and screening, and wildlife interface with residential uses.

Recommendation:

Forward to the City Council with a recommendation for approval of the requested rezoning.

Planning Commission approval of the proposed development subject to the following conditions:

Conditions of Approval:

1. Planning Commission recommendation to the City Council regarding the rezoning of the subject property to the unique district C-PZD 03-8.00 with all conditions of approval as determined by the Planning Commission.
2. An ordinance creating this C-PZD shall be approved by City Council.
3. A Final Plat is required to legalize the lot configuration and allow for the sale and/or development review of lots.
4. Requests for Master Street Plan amendments to Truckers Lane and Technology Blvd. require Planning Commission recommendation and City Council approval prior to final approval of the C-PZD. *Staff is in favor of these amendments.*
5. On- and off-site street improvements shall be coordinated with lot development. Staff has provided preliminary recommendations with Technical Plat Review comments, which remain applicable.
6. Each respective lot designated in the C-PZD shall be reviewed by Preliminary Plat and/or Large Scale Development in accordance with City Code for future development,

requiring Planning Commission approval.

7. Covenants to be filed with the final plat creating the springwoods subdivision shall address the uses and restrictions associated with these lots.
8. Draft covenants shall be further refined to include information required by §166.06 and to address residential as well as commercial development standards at the time of final plat. Draft covenants for the springwoods C-PZD zoning district shall address the overall master plan and shall be filed with the final plat creating this 9 lot subdivision.
9. Setbacks, Height, and Building Area shall be determined and approved by the Fayetteville Planning Commission at the time of large scale development and/or subdivision approval. These standards shall apply to all lots and development within the individual tracts as shown on this plat.
10. All requirements as stated within Chapter 166 Development of the Unified Development Code shall apply to all future large scale developments and/or subdivisions within the springwoods C-PZD zoning district.
11. Flexibility provided within the PZD guidelines shall be applied to each development tract (large scale development and/or subdivision) as determined appropriate by the Planning Commission to allow alternative methods of design where it is consistent with the objectives of the springwoods C-PZD zoning district.

Standard Conditions of Approval:

12. All utilities shall be placed underground. Any existing overhead electric lines under 12 kv shall be relocated underground at the developer's expense.
13. 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)
14. 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.
15. Tree Preservation Plans shall be required with the development of each individual lot.
16. Parks fees shall be assessed with the development of each individual residential lot. Coordination with Parks staff will be necessary to determine appropriate trail connections, corridors, and parkland dedication.
17. Sidewalk construction in accordance with current standards shall be required with the

development of each individual lot.

18. No construction will be authorized without a floodplain development permit where required.

PLANNING COMMISSION ACTION: yes Required Approved Denied

Date: October 13, 2003

Comments:

The "CONDITIONS OF APPROVAL", beginning on page one of this report, are accepted in total without exception by the entity requesting approval of this development item.

By

Title

Date

Findings associated with R-PZD 03-4.00

Sec. 166.06. Planned Zoning Districts (PZD).

(B) Development standards, conditions and review guidelines

- (1) *Generally.* The Planning Commission shall consider a proposed PZD in light of the purpose and intent as set forth in Chapter 161 Zoning Regulations, and the development standards and review guidelines set forth herein. Primary emphasis shall be placed upon achieving compatibility between the proposed development and surrounding areas so as to preserve and enhance the neighborhood. Proper planning shall involve a consideration of tree preservation, water conservation, preservation of natural site amenities, and the protection of watercourses from erosion and siltation. The Planning Commission shall determine that specific development features, including project density, building locations, common usable open space, the vehicular circulation system, parking areas, screening and landscaping, and perimeter treatment shall be combined in such a way as to further the health, safety, amenity and welfare of the community. To these ends, all applications filed pursuant to this ordinance shall be reviewed in accordance with the same general review guidelines as those utilized for zoning and subdivision applications.

FINDING: The proposal includes residential development and commercial development

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that provide compatible uses with surrounding development. The General Plan 2020 designates the surrounding area as Multi-Use, Residential and Regional Commercial, which are compatible uses with those proposed. The Master Development Plan proposal sets aside 124 acres, 43% of the total 289 acres for permanent conservation to preserve the unique natural amenities of wetlands, wildlife habitat, grasslands and tree canopy. The proposed Audubon lot will provide a buffer along Clabber Creek and the tributary which run through the site from erosion and siltation. All lots are required to submit large scale development plans and/or preliminary plats for future development, providing a venue for more detailed review of pedestrian and vehicular circulation, screening, parking and landscaping requirements. All proposals will be required to comply with City ordinances, along with the covenants as proposed and filed of record for this PZD.

- (2) *Screening and landscaping.* In order to enhance the integrity and attractiveness of the development, and when deemed necessary to protect adjacent properties, the Planning Commission shall require landscaping and screening as part of a PZD. The screening and landscaping shall be provided as set forth in §166.09 Buffer Strips and Screening. As part of the development plan, a detailed screening and landscaping plan shall be submitted to the Planning Commission. Landscape plans shall show the general location, type and quality (size and age) of plant material. Screening plans shall include typical details of fences, berms and plant material to be used.

FINDING: A detailed landscaping and screening plan, where appropriate, will be required with each development plan submitted, in accordance with current City Ordinances.

- (3) *Traffic circulation.* The following traffic circulation guidelines shall apply:

- (a) The adequacy of both the internal and external street systems shall be reviewed in light of the projected future traffic volumes.
- (b) The traffic circulation system shall be comprised of a hierarchal scheme of local collector and arterial streets, each designed to accommodate its proper function and in appropriate relationship with one another.
- (c) Design of the internal street circulation system must be sensitive to such considerations as safety, convenience, separation of vehicular and pedestrian traffic, general attractiveness, access to dwelling units and the proper relationship of different land uses.
- (d) Internal collector streets shall be coordinated with the existing external street system, providing for the efficient flow of traffic into and out of the planned zoning development.
- (e) Internal local streets shall be designed to discourage through traffic within the planned zoning development and to adjacent areas.

- (f) Design provisions for ingress and egress for any site along with service drives and interior circulation shall be that required by Chapter 166 Development of this code.

FINDING: Internal street circulation systems are to be designed to safely and adequately carry traffic into and out of the proposed planned zoning district, as well as be sensitive to safety, convenience, separation of vehicular and pedestrian traffic and proper relationship of different land uses. Truckers Drive, a proposed Master Street Plan Collector, is proposed to be eliminated from crossing the wetland area, and instead stub out to the north property line, to connect to a future East-West Collector. Access from Truckers Drive to Lot 7 is also proposed. Technology Boulevard, an east-west future Collector is proposed to be removed from crossing the site to provide contiguous corridors of land for wildlife movement on Lot 8. Sidewalks and trails as designated on the Master Street Plan and Alternative Transportation and Trails Plan will be coordinated with the developer of each lot to carry out the goals and policies of connectivity as adopted by City Council.

- (4) *Parking standards.* The off-street parking and loading standards found in Chapter 172 Parking and Loading shall apply to the specific gross usable or leasable floor areas of the respective use areas.

FINDING: All proposed development within the PZD shall comply with Chapter 172 Parking and Loading where applicable.

- (5) *Perimeter treatment.* Notwithstanding any other provisions of a planned zoning district, all uses of land or structures shall meet the open space, buffer or green strip provisions of this chapter of this code.

FINDING: All proposed development within the PZD shall be reviewed and comply as necessary with the greenspace and buffer requirements as set forth by the Unified Development Code. Particular treatment of the interface between wildlife and human activity will be investigated. For those lots within the Design Overlay District boundary, all applicable ordinances within this boundary shall apply.

- (6) *Sidewalks.* As required by §166.03.

FINDING: Sidewalks are to be constructed in conformance with current standards.

- (7) *Street Lights.* As required by §166.03.

FINDING: Street lights are to be installed in conformance with current standards.

- (8) *Water.* As required by §166.03.

FINDING: Water service is to be provided in conformance with current standards

(9) *Sewer*. As required by §166.03.

FINDING: Sewer service is to be provided in conformance with current standards

(10) *Streets and Drainage*. Streets within a residential PZD may be either public or private.

- (a) *Public Streets*. Public streets shall be constructed according to the adopted standards of the City.
- (b) *Private Streets*. Private streets within a residential PZD shall be permitted subject to the following conditions:
 - (i) Private streets shall be permitted for only a loop street, or street ending with a cul-de-sac. Any street connecting one or more public streets shall be constructed to existing City standards and shall be dedicated as a public street.
 - (ii) Private streets shall be designed and constructed to the same standards as public streets with the exceptions of width and cul-de-sacs as noted below.
 - (iii) All grading and drainage within a Planned Zoning District including site drainage and drainage for private streets shall comply with the City's Grading (Physical Alteration of Land) and Drainage (Storm water management) Ordinances. Open drainage systems may be approved by the City Engineer.
 - (iv) Maximum density served by a cul-de-sac shall be 40 units. Maximum density served by a loop street shall be 80 units.
 - (v) The plat of the planned development shall designate each private street as a "private street."
 - (vi) Maintenance of private streets shall be the responsibility of the developer or of a neighborhood property owners association (POA) and shall not be the responsibility of the City. The method for maintenance and a maintenance fund shall be established by the PZD covenants. The covenants shall expressly provide that the City is a third party beneficiary to the covenants and shall have the right to enforce the street maintenance requirements of the covenants irrespective of the vote of the other parties to the covenants.
 - (vii) The covenants shall provide that in the event the private streets are not maintained as required by the covenants, the City shall have the right (but shall not be required) to maintain said streets and to charge the cost thereof to the property owners within the PZD on a pro rata basis according to assessed valuation for ad valorem tax purposes and shall have a lien on the real property within the PZD for such cost. The protective covenants shall grant the City the right to use all private streets for purposes of providing fire and police protection, sanitation service and

any other of the municipal functions. The protective covenants shall provide that such covenants shall not be amended and shall not terminate without approval of the City Council.

- (viii) The width of private streets may vary according to the density served. The following standard shall be used:

Paving Width

(No On-Street Parking)

Dwelling Units	One-Way	Two-Way
1 - 20	14'	22'
21+	14'	24'

***Note:** If on-street parking is desired, 6 feet must be added to each side where parking is intended.

- (ix) All of the traffic laws prescribed by Title VII shall apply to traffic on private streets within a PZD.
- (x) There shall be no minimum building setback requirement from a private street.
- (xi) The developer shall erect at the entrance of each private street a rectangular sign, not exceeding 24 inches by 12 inches, designating the street a "private street" which shall be clearly visible to motor vehicular traffic.

FINDING: Public and private streets within this PZD shall be reviewed by staff and comply with all city ordinances at the time of development. Improvements to streets adjacent to the development has been recommended; specific recommendations by City staff will occur at the time of development review.

- (11) *Construction of nonresidential facilities.* Prior to issuance of more than eight building permits for any residential PZD, all approved nonresidential facilities shall be constructed. In the event the developer proposed to develop the PZD in phases, and the nonresidential facilities are not proposed in the initial phase, the developer shall enter into a contract with the City to guarantee completion of the nonresidential facilities.

FINDING: N/A

- (12) *Tree preservation.* All PZD developments shall comply with the requirements for tree preservation as set forth in Chapter 167 Tree Preservation and Protection. The

location of trees shall be considered when planning the common open space, location of buildings, underground services, walks, paved areas, playgrounds, parking areas, and finished grade levels.

FINDING: The applicant is to comply with the requirements of Chapter 167, as determined by the Landscape Administrator, for all development within the PZD.

- (13) *Commercial design standards.* All PZD developments that contain office or commercial structures shall comply with the commercial design standards as set forth in §166.14 Site Development Standards and Construction and Appearance Design Standards for Commercial Structures.

FINDING: For all proposed office and commercial structures within the C-PZD, the developer shall comply with appropriate ordinances with reference to Commercial Design Standards. Where applicable, commercial and office structures shall also comply with Design Overlay District requirements. The submitted draft of covenants addresses these structures to some degree, and a final draft shall be filed at the time of Final Plat.

- (14) *View protection.* The Planning Commission shall have the right to establish special height and/or positioning restrictions where scenic views are involved and shall have the right to insure the perpetuation of those views through protective covenant restrictions.

FINDING: N/A

(E) *Revocation.*

- (1) *Causes for revocation as enforcement action.* The Planning Commission may recommend to the City Council that any PZD approval be revoked and all building or occupancy permits be voided under the following circumstances:

(a) *Building permit.* If no building permit has been issued within the time allowed.

(b) *Phased development schedule.* If the applicant does not adhere to the phased development schedule as stated in the approved development plan.

(c) *Open space and recreational facilities.* If the construction and provision of all common open spaces and public and recreational facilities which are shown on the final plan are proceeding at a substantially slower rate than other project components.

Planning staff shall report the status of each ongoing PZD at the first regular meeting of each quarter, so that the Planning Commission is able to compare the actual development accomplished with the approved development schedule. If the Planning Commission finds that the rate of construction of dwelling units or other commercial or industrial structures is substantially greater than the rate at which common open

spaces and public recreational facilities have been constructed and provided, then the Planning Commission may initiate revocation action or cease to approve any additional final plans if preceding phases have not been finalized. The city may also issue a stop work order, or discontinue issuance of building or occupancy permits, or revoke those previously issued.

- (2) *Procedures.* Prior to a recommendation of revocation, notice by certified mail shall be sent to the landowner or authorized agent giving notice of the alleged default, setting a time to appear before the Planning Commission to show cause why steps should not be made to totally or partially revoke the PZD. The Planning Commission recommendation shall be forwarded to the City Council for disposition as in original approvals. In the event a PZD is revoked, the City Council shall take the appropriate action in the city clerk's office and the public zoning record duly noted.
- (3) *Effect.* In the event of revocation, any completed portions of the development or those portions for which building permits have been issued shall be treated to be a whole and effective development. After causes for revocation or enforcement have been corrected, the City Council shall expunge such record as established above and shall authorize continued issuance of building permits.

(F) *Covenants, trusts and homeowner associations.*

- (1) *Legal entities.* The developer shall create such legal entities as appropriate to undertake and be responsible for the ownership, operation, construction, and maintenance of private roads, parking areas, common usable open space, community facilities, recreation areas, building, lighting, security measure and similar common elements in a development. The city encourages the creation of homeowner associations, funded community trusts or other nonprofit organizations implemented by agreements, private improvement district, contracts and covenants. All legal instruments setting forth a plan or manner of permanent care and maintenance of such open space, recreation areas and communally-owned facilities shall be approved by the City Attorney as to legal form and effect, and by the Planning Commission as to the suitability for the proposed use of the open areas. The aforementioned legal instruments shall be provided to the Planning Commission together with the filing of the final plan, except that the Guarantee shall be filed with the preliminary plan or at least in a preliminary form.
- (2) *Common areas.* If the common open space is deeded to a homeowner association, the developer shall file with the plat a declaration of covenants and restrictions in the Guarantee that will govern the association with the application for final plan approval. The provisions shall include, but not necessarily be limited to, the following:
 - (a) The homeowner's association must be legally established before building permits are granted.
 - (b) Membership and fees must be mandatory for each home buyer and successive buyer.

- (c) The open space restrictions must be permanent, rather than for a period of years.
- (d) The association must be responsible for the maintenance of recreational and other common facilities covered by the agreement and for all liability insurance, local taxes and other public assessments.
- (e) Homeowners must pay their pro rata share of the initial cost; the maintenance assessment levied by the association must be stipulated as a potential lien on the property.

FINDING: The applicant has submitted a draft of covenants for the proposed PZD describing the responsibilities and maintenance of future open space and street systems.

Sec. 161.25 Planned Zoning District

- (A) Purpose. The intent of the Planned Zoning District is to permit and encourage comprehensively planned developments whose purpose is redevelopment, economic development, cultural enrichment or to provide a single-purpose or mixed-use planned development and to permit the combination of development and zoning review into a simultaneous process. The rezoning of property to the PZD may be deemed appropriate if the development proposed for the district can accomplish one or more of the following goals.
- (1) Flexibility. Providing for flexibility in the distribution of land uses, in the density of development and in other matters typically regulated in zoning districts.
 - (2) Compatibility. Providing for compatibility with the surrounding land uses.
 - (3) Harmony. Providing for an orderly and creative arrangement of land uses that are harmonious and beneficial to the community.
 - (4) Variety. Providing for a variety of housing types, employment opportunities or commercial or industrial services, or any combination thereof, to achieve variety and integration of economic and redevelopment opportunities.
 - (5) No negative impact. Does not have a negative effect upon the future development of the area;
 - (6) Coordination. Permit coordination and planning of the land surrounding the PZD and cooperation between the city and private developers in the urbanization of new lands and in the renewal of existing deteriorating areas.
 - (7) Open space. Provision of more usable and suitably located open space, recreation areas and other common facilities that would not otherwise be required under conventional land development regulations.

- (8) Natural features. Maximum enhancement and minimal disruption of existing natural features and amenities.
- (9) General Plan. Comprehensive and innovative planning and design of mixed use yet harmonious developments consistent with the guiding policies of the General Plan.
- (10) Special Features. Better utilization of sites characterized by special features of geographic location, topography, size or shape.

FINDING: The proposal is for mixed-use planned development comprised of multifamily residential, single family residential, office and commercial uses with 43% of the site, at minimum, to be preserved as greenspace. The rezoning of the property to a planned zoning district may be deemed appropriate due to the provision of flexibility by providing a number of housing types and opportunities; compatibility with existing and planned surrounding land uses; harmony in creating a mixture of land uses that serve one another; variety in providing housing, employment and recreational/educational activities to achieve an integration of economic and development opportunities; no negative impact on future land development in the area; provision of contiguous open space potentially providing educational and recreational activities at the community and regional levels; a maximum enhancement of existing natural features with the preservation of 124 acres of ecologically sensitive habitat; and a planning approach that incorporates mixed, yet harmonious development in the same area, consistent with the guiding policies of the General Plan.

(B) Rezoning. Property may be rezoned to the Planned Zoning District by the City Council in accordance with the requirements of this chapter and Chapter 166, Development. Each rezoning parcel shall be described as a separate district, with distinct boundaries and specific design and development standards. Each district shall be assigned a project number or label, along with the designation "PZD". The rezoning shall include the adoption of a specific master development plan and development standards.

FINDING: Staff has reviewed the proposed development with regard to findings necessary for rezoning requests. Those findings are attached to this report. An ordinance will be drafted in order to create this Planned Zoning District which will incorporate all conditions placed on the project by the Planning Commission. Covenants provided by the developer will be included in the PZD ordinance. This ordinance will be forwarded to the City Council for approval.*

(D) *C-PZD, Commercial Planned Zoning District*

- (1) *Purpose and intent.* The C-PZD is intended to accommodate mixed-use developments containing any combination, including multiple combinations of commercial, office or residential uses in a carefully planned configuration in such a manner as to protect and enhance the availability of each independent use. The C-PZD is also intended to

accommodate single use commercial developments that are determined to be more appropriate for a PZD application than a general commercial rezone. The legislative purposes, intent and application of this district include, but are not limited to, the following:

- (a) To encourage the clustering of commercial and office activities within areas specifically designated to accommodate such uses and to discourage the proliferation of commercial uses along major thoroughfares and noncommercial areas.
- (b) To provide for orderly development in order to minimize adverse impact on surrounding areas and on the general flow of traffic.
- (c) To encourage orderly and systematic commercial, office or mixed use development design or a combination thereof, providing for the rational placement of activities, vehicular and pedestrian circulation, access and egress, loading, landscaping and buffering strips.
- (d) To encourage commercial development which is consistent with the city's General Plan.
- (e) To accommodate larger scale suburban developments of mixed-uses in a harmonious relationship.

FINDING: The proposal provides an effective relationship of different land uses within a single development, including single family residential, multifamily residential, open space, retail, commercial and office uses. The large lot subdivision identifies areas of potential land use in an orderly manner, encouraging commercial development which is consistent the with city's General Plan. As a PZD, the 289-acre development, currently zoned I-1, Heavy Commercial/Light Industrial, better facilitates more appropriate mixed land uses in a harmonious relationship.

(2) Permitted uses.

Unit 1	City-wide uses by right
Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three-family dwellings
Unit 12	Offices, studios and related services
Unit 13	Eating places
Unit 14	Hotel, motel and amusement facilities
Unit 15	Neighborhood shopping
Unit 16	Shopping Goods

Unit 17	Trades and services
Unit 18	Gasoline service stations & drive-in restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 21	Warehousing and wholesale
Unit 24	Home occupations
Unit 25	Professional offices
Unit 26	Multi-family dwellings
Unit 29	Dance Halls

FINDING: The proposal utilizes Unit 1 City-wide uses by right, Unit 3 Public protection and utility facilities, Unit 8 Single-family dwellings, Unit 12 Offices, studios and related services, Unit 13 Eating places, Unit 14 Hotel, motel and amusement facilities, Unit 15 Neighborhood shopping goods, Unit 16 Shopping Goods, Unit 17 Trades and services, Unit 25 Professional Offices, and Use Unit 26 Multi-family dwellings, which are permitted uses in a C-PZD.

(2) Conditions.

- (a) In no instance shall the commercial or office use area be less than fifty-one percent (51%) of the gross leasable floor area within the development.
- (b) Residential uses must be appropriate to the design of the project.
- (c) Warehousing and light industrial uses shall have a gross area per use that does not exceed five thousand (5,000) square feet and at least twenty percent (20%) of the floor area used for retail sales.

FINDING: The proposed PZD is required to meet the minimum 51% commercial use within the development.

***Required Findings for Rezoning Request.**

RECOMMENDATION:

Staff recommends approval of the requested rezoning based on the findings included as part of this report.

LAND USE PLAN: General Plan 2020 designates this site Industrial. Rezoning this property to C-PZD 03-8.00 is **not** consistent with the land use plan but is compatible with surrounding land uses in the area.

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: The proposed zoning is not consistent with the General Plan 2020 which designates the site Industrial, as it is currently zoned. However, immediate surrounding areas are designated Mixed Use, Community Commercial, Regional Commercial and Residential on the General Plan, thereby giving the C-PZD a high degree of consistency with current land use planning objectives, principles and policies and with land use and zoning plans.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: The proposed zoning is justified in that the site is currently zoned for industrial purposes, which is generally incompatible within the context of the environmentally sensitive habitat. Surrounding uses are mixed in nature and are compatible with the proposed commercial planned zoning district.

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

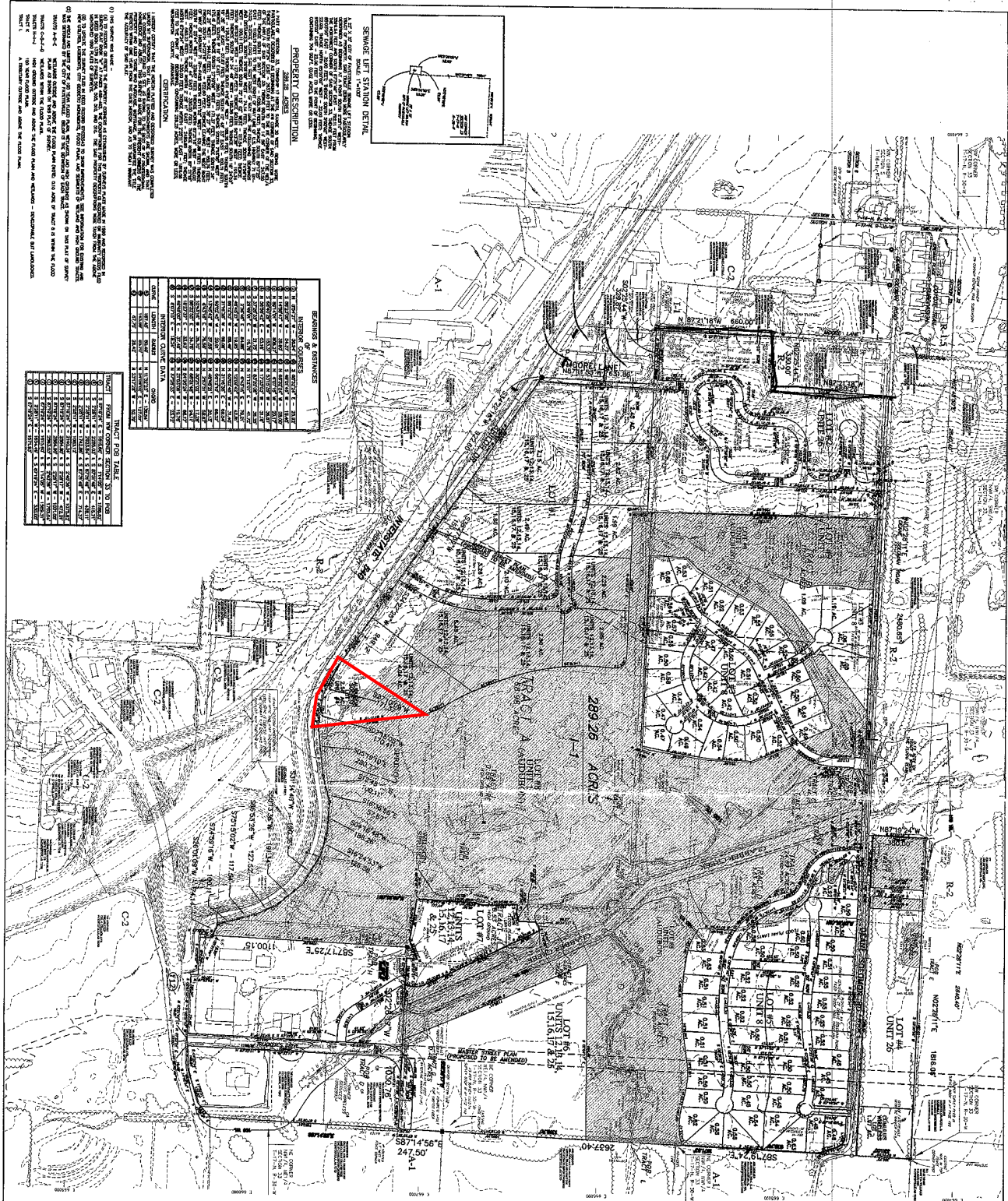
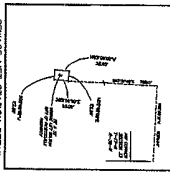
Finding: The proposed zoning will not create or appreciably increase traffic danger and congestion, based on determinations made by the Fayetteville Police Department (see attached). The potential of employment and residential land uses in close proximity allows for increased multimodal transportation opportunities.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: Based on Fayetteville Police Department findings, this increase in population will not alter the population density in a manner which undesirably increases the load on public services including schools, water, and sewer facilities (see attached).

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

[illegible][illegible]

SEWAGE LIFT STATION DETAIL
SCALE: 1"=10'

PROPERTY DESCRIPTION

207.40 ACRES

CERTIFICATION

CERTIFICATION

[illegible]

(i) This survey was made

[illegible]

EXISTING LEGEND

- SET FROM PM
- FOUND FROM PM
- FOUND AT STREET
- ⑧ "J" ALUMINUM DOOR HINGE/STAY
- HINGING POINT OF W/RY ALUMINUM
- FOUND HALL
- FOUND IN STAIRS CHANCE
- FOUND IN HALL SETTING
- ② POWER PLATE
- ② SANITARY SINKER W/ALUMINUM
- SANITARY SINKER LINE
- GAS LINE
- WATER LINE

100

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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DATE	DESCRIPTION	AMOUNT	BALANCE
12-31-68	SALES	100.00	100.00
1-15-69	SALES	100.00	200.00
2-15-69	SALES	100.00	300.00
3-15-69	SALES	100.00	400.00
4-15-69	SALES	100.00	500.00
5-15-69	SALES	100.00	600.00
6-15-69	SALES	100.00	700.00
7-15-69	SALES	100.00	800.00
8-15-69	SALES	100.00	900.00
9-15-69	SALES	100.00	1000.00
10-15-69	SALES	100.00	1100.00
11-15-69	SALES	100.00	1200.00
12-15-69	SALES	100.00	1300.00
1-15-70	SALES	100.00	1400.00
2-15-70	SALES	100.00	1500.00
3-15-70	SALES	100.00	1600.00
4-15-70	SALES	100.00	1700.00
5-15-70	SALES	100.00	1800.00
6-15-70	SALES	100.00	1900.00
7-15-70	SALES	100.00	2000.00
8-15-70	SALES	100.00	2100.00
9-15-70	SALES	100.00	2200.00
10-15-70	SALES	100.00	2300.00
11-15-70	SALES	100.00	2400.00
12-15-70	SALES	100.00	2500.00
1-15-71	SALES	100.00	2600.00
2-15-71	SALES	100.00	2700.00
3-15-71	SALES	100.00	2800.00
4-15-71	SALES	100.00	2900.00
5-15-71	SALES	100.00	3000.00
6-15-71	SALES	100.00	3100.00
7-15-71	SALES	100.00	3200.00
8-15-71	SALES	100.00	3300.00
9-15-71	SALES	100.00	3400.00
10-15-71	SALES	100.00	3500.00
11-15-71	SALES	100.00	3600.00
12-15-71	SALES	100.00	3700.00
1-15-72	SALES	100.00	3800.00
2-15-72	SALES	100.00	3900.00
3-15-72	SALES	100.00	4000.00
4-15-72	SALES	100.00	4100.00
5-15-72	SALES	100.00	4200.00
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7-15-72	SALES	100.00	4400.00
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10-15-72	SALES	100.00	4700.00
11-15-72	SALES	100.00	4800.00
12-15-72	SALES	100.00	4900.00
1-15-73	SALES	100.00	5000.00
2-15-73	SALES	100.00	5100.00
3-15-73	SALES	100.00	5200.00
4-15-73	SALES	100.00	5300.00
5-15-73	SALES	100.00	5400.00
6-15-73	SALES	100.00	5500.00
7-15-73	SALES	100.00	5600.00
8-15-73	SALES	100.00	5700.00
9-15-73	SALES	100.00	5800.00
10-15-73	SALES	100.00	5900.00
11-15-73	SALES	100.00	6000.00
12-15-73	SALES	100.00	6100.00
1-15-74	SALES	100.00	6200.00
2-15-74	SALES	100.00	6300.00
3-15-74	SALES	100.00	6400.00
4-15-74	SALES	100.00	6500.00
5-15-74	SALES	100.00	6600.00
6-15-74	SALES	100.00	6700.00
7-15-74	SALES	100.00	6800.00
8-15-74	SALES	100.00	6900.00
9-15-74	SALES	100.00	7000.00
10-15-74	SALES	100.00	7100.00
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12-15-74	SALES	100.00	7300.00
1-15-75	SALES	100.00	7400.00
2-15-75	SALES	100.00	7500.00
3-15-75	SALES	100.00	7600.00

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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January 8, 20

Page 30 of 30

EXISTING SERVICE MANHOLES INSPECTION	
① 12" DIA. RCP 12' DEEP 12" DIA. RCP 12' DEEP 12" DIA. RCP 12' DEEP	② 12" DIA. RCP 12' DEEP 12" DIA. RCP 12' DEEP 12" DIA. RCP 12' DEEP
③ 12" DIA. RCP 12' DEEP 12" DIA. RCP 12' DEEP 12" DIA. RCP 12' DEEP	④ 12" DIA. RCP 12' DEEP 12" DIA. RCP 12' DEEP 12" DIA. RCP 12' DEEP
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ROAD / STREET RIGHT OF WAY LINE
—
BOUNDARY LINE FOR INTERIOR TRACTS
OUTSIDE OF FLOOD PLAIN, ROW PWS SET
AT EACH CHANGE IN DIRECTION.
—
BOUNDARY LINE FOR INTERIOR TRACTS INSIDE
OF FLOOD PLAIN, NO ROW PWS SET.

RZN-20

PROPOSED LEGEND

FOR APPROVAL

SHEET:

**MASTER DEVELOPMENT PLAN/
PRELIMINARY PLAT**


Civil & Environmental Engineers, Inc.
314 South Main Street
Bentonville, AR 72712
(479) 271-9252

DATE: OCTOBER 2, 2003	FOR MEASURE: 3010.00	7504 ML
APPROVED BY: JEC	ISSUED BY: D.L.S.	7042.1" x 33"
		SHEET

RZN-2023-0035 (SPRINGWOOD INVESTMENTS LLC) January 8, 2024 Page 530 of 564

January 8, 2024

Page 30 of 37

**WATKINS, BOYER,
GRAY & CURRY, PLLC**

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
* ALSO LICENSED IN MISSOURI

WRITER'S DIRECT E-MAIL
wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

November 27, 2023

City of Fayetteville
Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

**RE: Rezoning Parcel No. 765-25766-000 from PZD–Planned Zoning District to
UT, Urban Thoroughfare**

Dear Planning Staff:

The Applicant, Focal Point Investments, LLC, is seeking approval to rezone approximately 2.44 acres located north of the intersection of W. Chicory Place and N. Shiloh Drive (“the Property”). The request is to rezone from PZD–Planned Zoning District to UT–Urban Thoroughfare. This applicant is being submitted simultaneously with a request for a conditional use permit for Use Unit 38–Mini-Storage Units, which is allowed conditionally under UT zoning.

The Applicant wishes to develop a climate-controlled self-storage complex with a bottom-floor office component on the Property. The intent is that the office component would be leased by companies who could make use of conveniently-located storage within the same building, such as start-ups who require a small amount of storage space.

The adjacent land uses are an optometrist’s office, interstate highway, and nature preserve. The office and storage uses are compatible with the office use next door, and the development will be situated on the Southern end of the Property so as to remove as few trees as possible and create a buffer between the development and the nature preserve. Lastly, UT-zoning is appropriate for parcels which border major arterial roadways. Accordingly, the proposed use and zoning are compatible with the surroundings, and would not adversely impact neighboring properties.

Thank you for considering this request for rezoning. If you need anything further on this application, all communication should be sent to both:

Will A. Kellstrom
Watkins, Boyer, Gray & Curry PLLC
479-636-2168
wkellstrom@watkinslawoffice.com

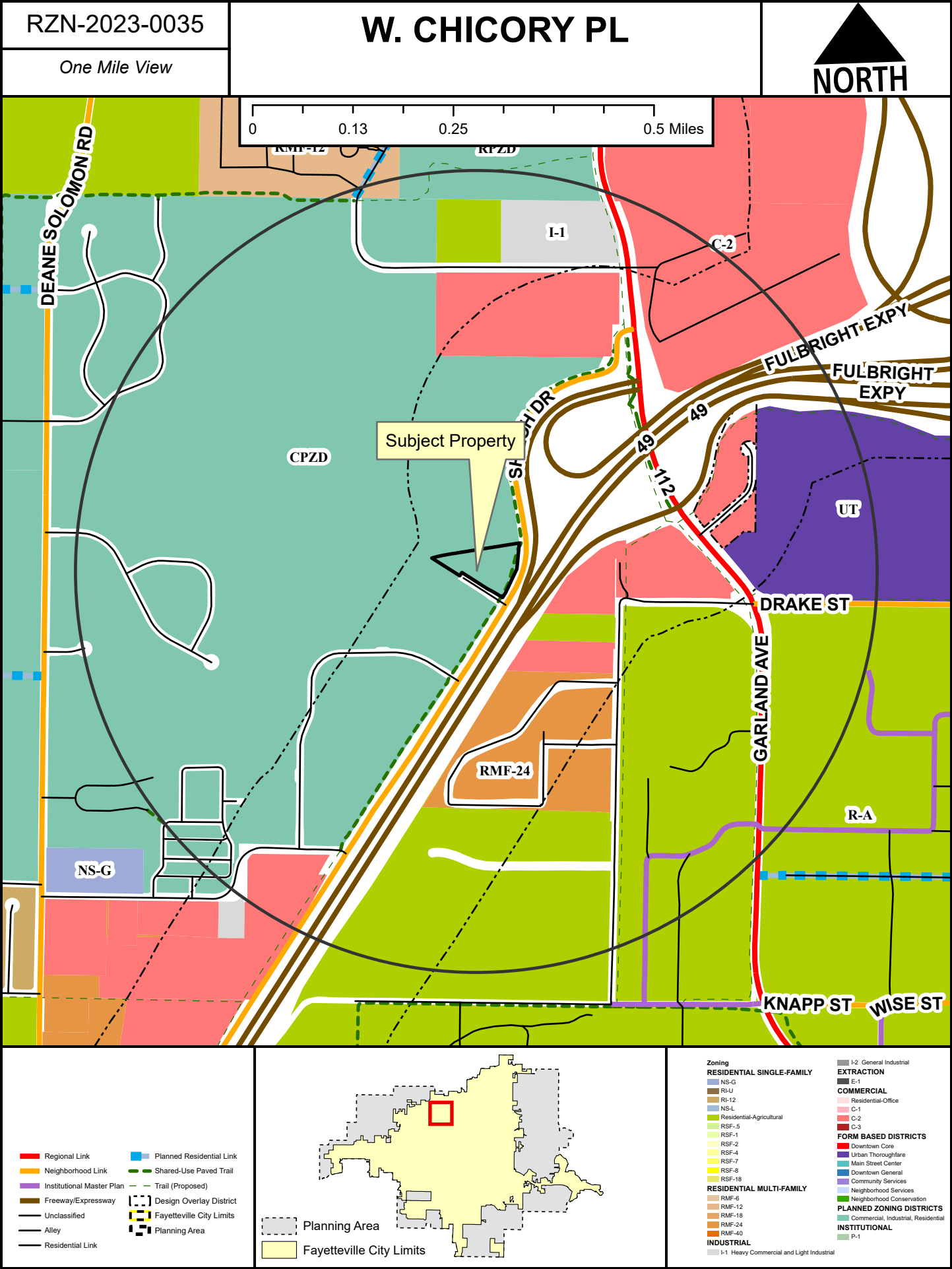
Kyle Ham
Focal Point Investments, LLC
901-326-3158
kham@sstower.com

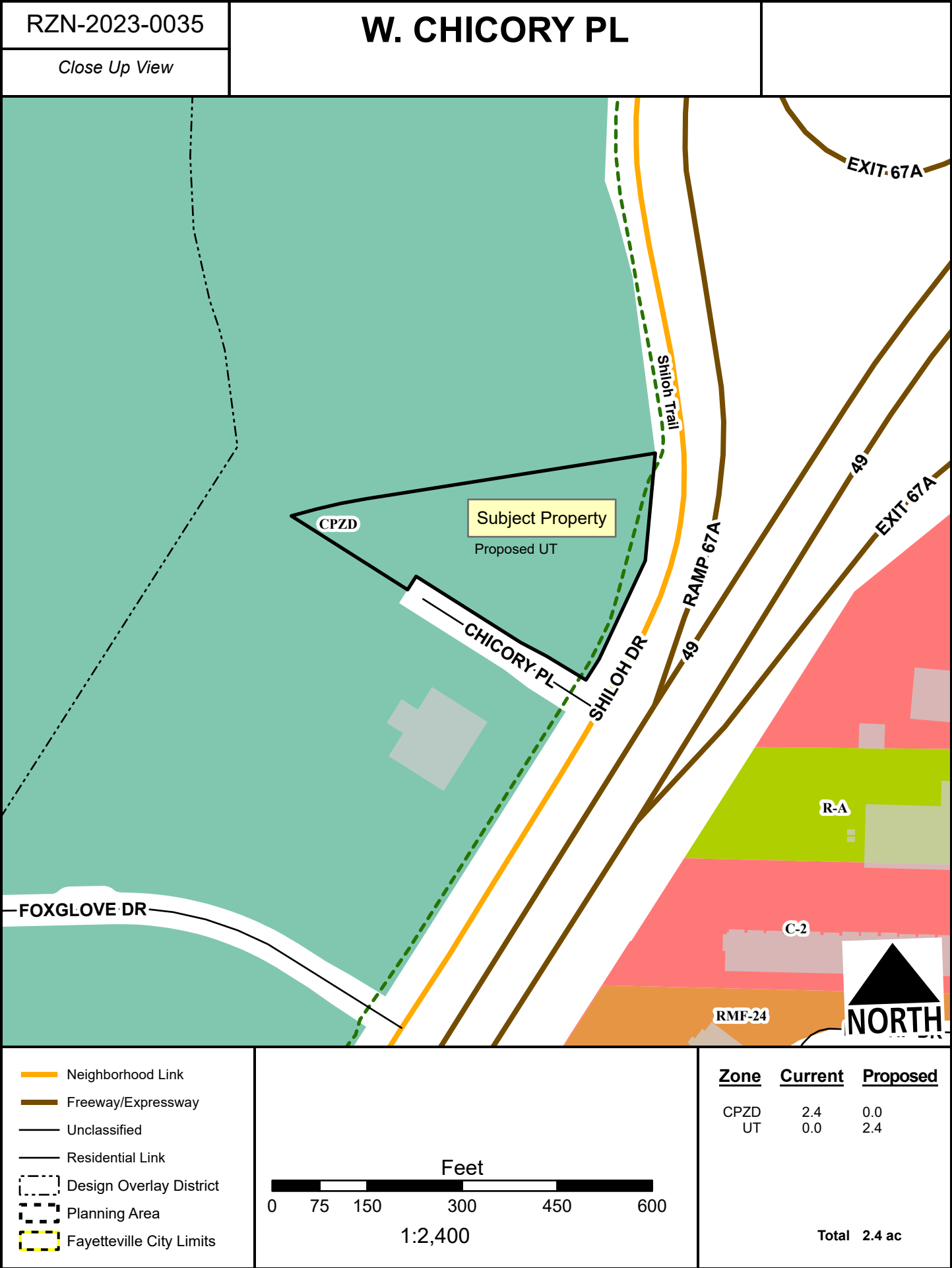
Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

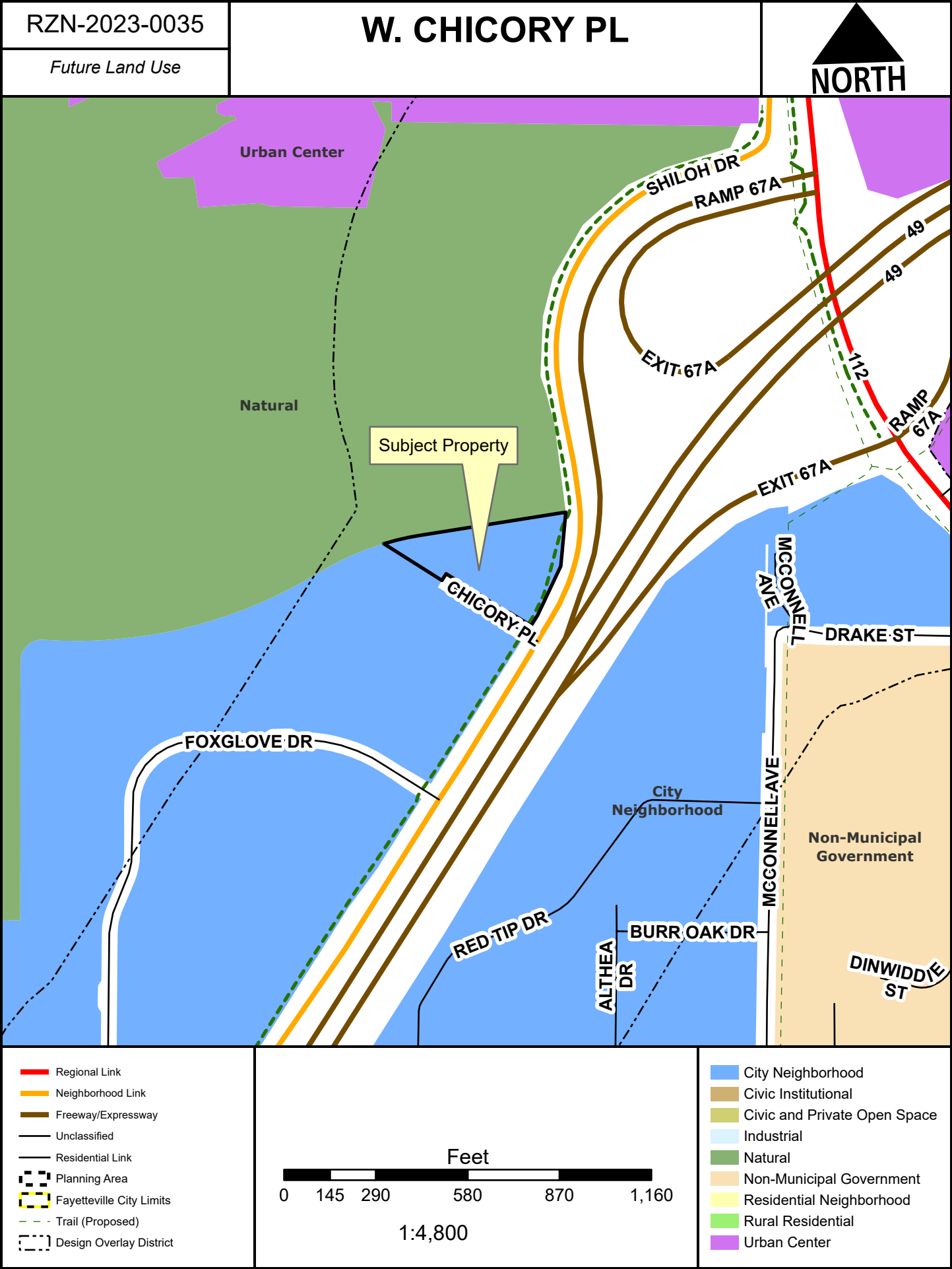
/s/ Will A. Kellstrom

Will A. Kellstrom











MEETING OF FEBRUARY 20, 2024

TO: Mayor Jordan and City Council

THRU: Susan Norton, Chief of Staff
Jonathan Curth, Development Services Director
Jessica Masters, Development Review Manager

FROM: Donna Wonsower, Planner

SUBJECT: **RZN-2023-0036: Rezoning (NORTH OF W. TECHNOLOGY WAY/WATKINS, BOYER, GRAY & CURRY PLLC, 479): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located NORTH OF W. TECHNOLOGY WAY in WARD 4. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 15.66 acres. The request is to rezone the property to CS, COMMUNITY SERVICES and R-A, RESIDENTIAL AGRICULTURAL.**

RECOMMENDATION:

City Planning staff and Planning Commission recommend approval of a request to rezone the subject property as described and shown in the attached Exhibits 'A' and 'B'.

BACKGROUND:

The subject property is in southwest Fayetteville on the southwest corner of N. Shiloh Dr. and W. Persimmon St. The property includes two parcels totaling 15.66 acres. The east parcel was developed as a detention pond in a previous commercial development that did not come to fruition. The west property is currently undeveloped and is partially covered by tree canopy.

Request: The request is to rezone the subject property from C-2, Thoroughfare Commercial to approximately 13.12 acres of CS, Community Services and 2.54 acres of R-A, Residential Agricultural.

Public Comment: Staff received one in-person verbal comment in favor of the proposed request, citing the potential for walkable mixed-use development near existing businesses and proposed tree preservation within the R-A district.

Land Use Compatibility: Staff finds the proposed rezoning from C-2 to CS and R-A to be compatible with the surrounding area. The intent of the CS zoning district is to provide convenient goods and personal services to surrounding residential areas, to provide for adaptable mixed-use centers along commercial corridors that connect denser development nodes, and to provide standards enabling administrative approval of development. CS permits a mix of both residential and commercial uses that could serve as a transition area between the existing Mountain Ranch apartment complex to the west, a mixed-density residential area to the north, and a mix of commercial uses and Centennial Park to the south. The form-based standards required in CS are identical to the optional form-based requirements of the existing C-2 district. Neither C-2 nor CS have bulk and area regulations for nonresidential uses, though CS has a lot width minimum of 18 feet for residential dwellings. The only permitted residential use in C-2 is cluster housing. Neither C-2 nor CS have residential

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov

density limits, though staff finds this is unlikely to contribute to a development that is out of scale given existing adjacent, existing land uses. Further, the maximum building height would be reduced from 6 to 5 stories if rezoned from C-2 to CS. The applicant also proposes to rezone a portion of the site with extensive existing tree canopy to R-A, Residential Agricultural, with the intent of designating this area for tree preservation. Staff finds R-A to be compatible with this stated intent.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as City Neighborhood area. The property is located at the intersection of W. Persimmon St. and N. Shiloh Dr., which is designated as a Tier 3 Center per the City Plan 2040 Growth Concept Map. Tier 3 Centers are intended to serve the immediate surrounding residential areas and will cater to the specific needs of a small market with varying characteristics based on location and needs of the surrounding community. The property is also approximately half a mile from the Tier 2 Center located at the intersection of I-49 and W. Wedington Dr. The property has a moderate infill score ranging between 7 and 8, which includes the elements listed below. Staff finds the requested rezoning to be appropriate since it would provide the opportunity to develop a mix of residential and commercial uses in a Tier 3 Center at a major intersection. The designation of a portion of canopy as R-A will further contribute to city goals to establish an enduring green network. This overlay district partially overlaps the proposed R-A zoning boundaries.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range between **7-8** for this site. The following elements contribute to the score:

- Adequate Fire Response (Station 7, 835 N. Ruppel Rd.)
- Near Sewer Main (W. Persimmon St and Shiloh Trail)
- Near Water Main (W. Persimmon St., W. Technology Way, and Shiloh Trail)
- Near Grocery Store (Walmart Neighborhood Market)
- Near City Park (Centennial Park)
- Near Paved Trail (Shiloh Trail)
- Near Razorback Bus Stop (Persimmon & Betty Jo)
- Appropriate Land Use (City Neighborhood Area)

DISCUSSION:

At the January 22, 2024, Planning Commission meeting, a vote of 9-0-0 forwarded the request to City Council with a recommendation of approval. Commissioner Payne made the motion with a second by Commissioner Brink. The applicant stated the portion designated as R-A is intended for tree preservation, and was designated as R-A to help ease concerns about development encroachment. Additionally, the applicant noted that several intensive uses such as fuel stations would be moved to a conditional use by the rezoning from C-2 to CS and that the proposal would place density near Centennial Park. Commissioner Sparkman stated that C-2 is an antiquated district, and she is in favor of rezoning away from this district. Commissioner Payne agreed, also citing the acreage set aside for R-A. There was no additional public comment at the meeting.

BUDGET/STAFF IMPACT:

NA

ATTACHMENTS: SRF (#3), Exhibit A (#4), Exhibit B (#5), Planning Commission Staff Report (#6)

Mailing address:

113 W. Mountain Street
Fayetteville, AR 72701

www.fayetteville-ar.gov



City of Fayetteville, Arkansas

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

Legislation Text

File #: 2024-1691

RZN-2023-0036: Rezoning (NORTH OF W. TECHNOLOGY WAY/WATKINS, BOYER, GRAY & CURRY PLLC, 479): Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located NORTH OF W. TECHNOLOGY WAY in WARD 4. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 15.66 acres. The request is to rezone the property to CS, COMMUNITY SERVICES and R-A, RESIDENTIAL AGRICULTURAL.

AN ORDINANCE TO REZONE THE PROPERTY DESCRIBED IN REZONING PETITION RZN 2023-036 FOR APPROXIMATELY 15.66 ACRES LOCATED NORTH OF WEST TECHNOLOGY WAY IN WARD 4 FROM C-2, THOROUGHFARE COMMERCIAL TO CS, COMMUNITY SERVICES AND R-A, RESIDENTIAL AGRICULTURAL

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

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby changes the zone classification of the property shown on the map (Exhibit A) and the legal description (Exhibit B) both attached to the Planning Department's Agenda Memo from C-2, Thoroughfare Commercial to CS, Community Services and R-A, Residential Agricultural.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby amends the official zoning map of the City of Fayetteville to reflect the zoning change provided in Section 1.

City of Fayetteville Staff Review Form

2024-1691

Item ID

2/20/2024

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

Jonathan Curth

2/2/2024

DEVELOPMENT REVIEW (630)

Submitted By

Submitted Date

Division / Department

Action Recommendation:

RZN-2023-0036: Rezoning (NORTH OF W. TECHNOLOGY WAY/WATKINS, BOYER, GRAY & CURRY PLLC, 479):
Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located NORTH OF W. TECHNOLOGY WAY in
WARD 4. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 15.66 acres. The
request is to rezone the property to CS, COMMUNITY SERVICES and R-A, RESIDENTIAL AGRICULTURAL.

Budget Impact:

Account Number

Fund

Project Number

Project Title

Budgeted Item? No

Total Amended Budget

\$ -

Expenses (Actual+Encum)

\$ -

Available Budget

\$ -

Does item have a direct cost? No

Item Cost

\$ -

Is a Budget Adjustment attached? No

Budget Adjustment

\$ -

Remaining Budget

\$ -

V20221130

Purchase Order Number:

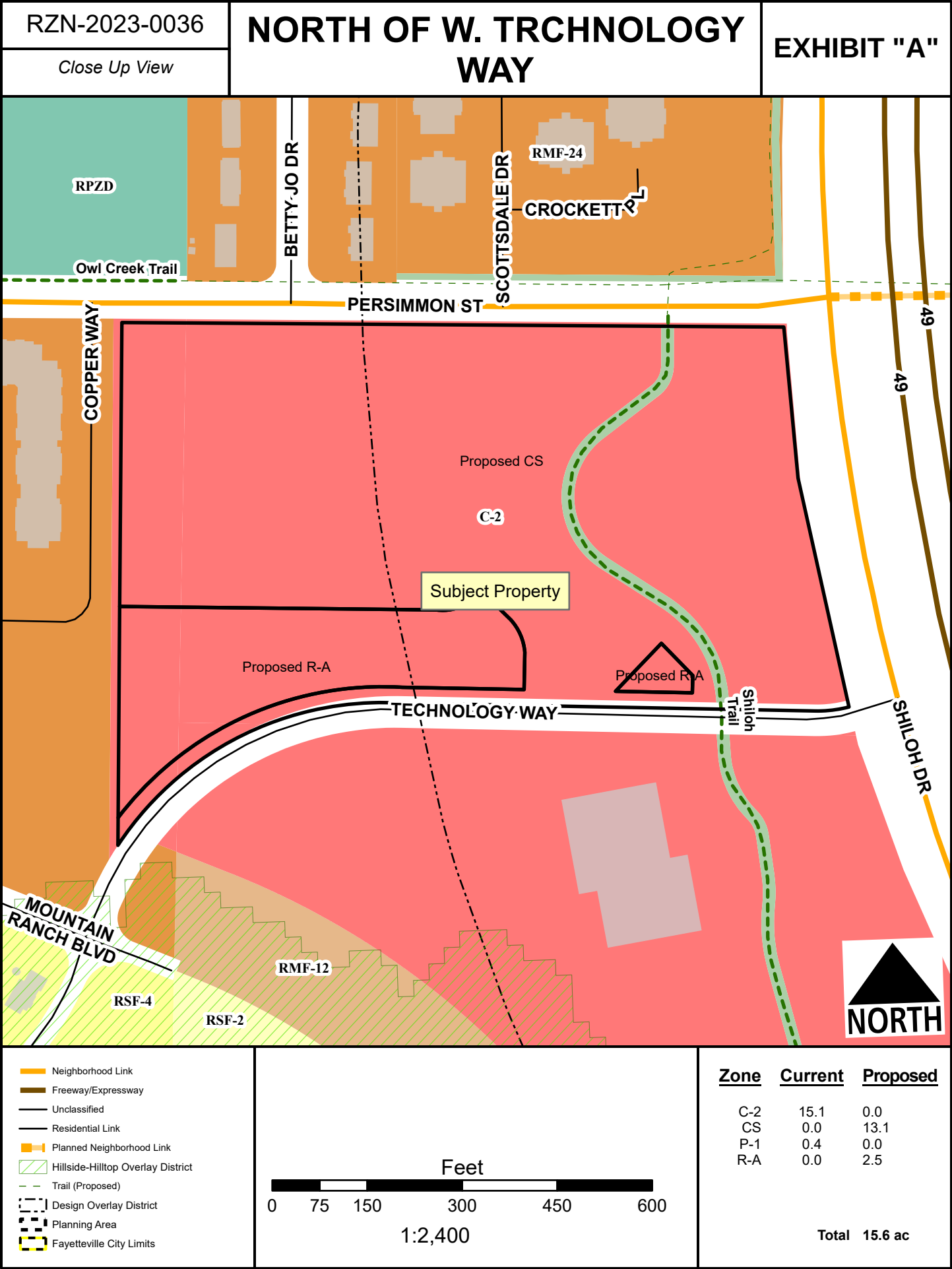
Previous Ordinance or Resolution #

Change Order Number:

Approval Date:

Original Contract Number:

Comments:



RZN-2023-0036
EXHIBIT 'B'

Legal Description

C-S ZONING
SURVEY DESCRIPTION

A PART OF THE NW1/4 OF THE NW1/4 & PART OF THE NE1/4 OF THE NW1/4 OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 30 WEST IN WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF LOT 34 IN MOUNTAIN RANCH SUBDIVISION; THENCE N 02°26'00" E A DISTANCE OF 825.25' TO A POINT; THENCE S 87°34'00" E A DISTANCE OF 101.06' TO A POINT; THENCE S 87°36'24" E A DISTANCE OF 944.10' TO A POINT; THENCE S 03°24'38" E A DISTANCE OF 239.28' TO A POINT; THENCE S 10°32'43" E A DISTANCE OF 370.24' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 54.44', WITH A RADIUS OF 200.00', WITH A CHORD BEARING OF S 85°22'25" W, WITH A CHORD LENGTH OF 54.27', TO A POINT; THENCE N 86°55'01" W A DISTANCE OF 652.46' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 524.95', WITH A RADIUS OF 500.00', WITH A CHORD BEARING OF S 65°23'45" W, WITH A CHORD LENGTH OF 501.17', TO THE POINT OF BEGINNING, CONTAINING 682,065 SQ. FEET, 15.66 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

LESS & EXCEPT:

COMMENCING FROM THE SW CORNER OF LOT 34 IN MOUNTAIN RANCH SUBDIVISION; THENCE N 02°26'00" E A DISTANCE OF 43.68' TO THE POINT OF BEGINNING; THENCE N 02°26'00" E A DISTANCE OF 333.35' TO A POINT; THENCE S 87°22'34" E A DISTANCE OF 500.47' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 58.04', WITH A RADIUS OF 75.04', WITH A CHORD BEARING OF N 77°11'48" E, WITH A CHORD LENGTH OF 56.60', TO A POINT; THENCE N 61°33'58" E A DISTANCE OF 22.87' TO A POINT; THENCE S 43°40'17" E A DISTANCE OF 59.13' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 57.42', WITH A RADIUS OF 87.20', WITH A CHORD BEARING OF S 21°30'05" E, WITH A CHORD LENGTH OF 56.38', TO A POINT; THENCE S 03°04'59" W A DISTANCE OF 58.82' TO A POINT; THENCE N 86°55'01" W A DISTANCE OF 192.82' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 513.44', WITH A RADIUS OF 524.91', WITH A CHORD BEARING OF S 67°20'39" W, WITH A CHORD LENGTH OF 493.21', TO THE POINT OF BEGINNING, CONTAINING 105,413 SQ. FEET, 2.42 ACRES, MORE OR LESS.

ALSO, LESS & EXCEPT:

COMMENCING FROM THE SW CORNER OF LOT 34 IN MOUNTAIN RANCH SUBDIVISION; THENCE N 02°26'00" E A DISTANCE OF 43.68' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 514.48', WITH A RADIUS OF 525.00', WITH A CHORD BEARING OF N 67°23'56" E, WITH A CHORD LENGTH OF 494.14', TO A POINT; THENCE S 86°55'14" E A DISTANCE OF 336.23' TO THE POINT OF BEGINNING; THENCE N 45°42'23" E A DISTANCE OF 104.65' TO A POINT; THENCE S 42°13'31" E A DISTANCE OF 70.98' TO A POINT; THENCE S 03°04'59" W A DISTANCE OF 27.08' TO A POINT; THENCE N 86°55'14" W A DISTANCE OF 121.32' TO THE POINT OF BEGINNING, CONTAINING 5,354 SQ. FEET, 0.12 ACRES, MORE OR LESS.

R-A ZONING "2"
SURVEY DESCRIPTION

A PART OF THE NE1/4 OF THE NW1/4 OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 30 WEST IN WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SW CORNER OF LOT 34 IN MOUNTAIN RANCH SUBDIVISION; THENCE N 02°26'00" E A DISTANCE OF 43.68' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 514.48', WITH A RADIUS OF 525.00', WITH A CHORD BEARING OF N 67°23'56" E, WITH A CHORD LENGTH OF 494.14', TO A POINT; THENCE S 86°55'14" E A DISTANCE OF 336.23' TO THE POINT OF BEGINNING; THENCE N 45°42'23" E A DISTANCE OF 104.65' TO A POINT; THENCE S 42°13'31" E A DISTANCE OF 70.98' TO A POINT; THENCE S 03°04'59" W A DISTANCE OF 27.08' TO A POINT; THENCE N 86°55'14" W A DISTANCE OF 121.32' TO THE POINT OF BEGINNING, CONTAINING 5,354 SQ. FEET, 0.12 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

R-A ZONING "1"
SURVEY DESCRIPTION

A PART OF THE NW1/4 OF THE NW1/4 & PART OF THE NE1/4 OF THE NW1/4 OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 30 WEST IN WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SW CORNER OF LOT 34 IN MOUNTAIN RANCH SUBDIVISION; THENCE N 02°26'00" E A DISTANCE OF 43.68' TO THE POINT OF BEGINNING; THENCE N 02°26'00" E A DISTANCE OF 333.35' TO A POINT; THENCE S 87°22'34" E A DISTANCE OF 500.47' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 58.04', WITH A RADIUS OF 75.04', WITH A CHORD BEARING OF N 77°11'48" E, WITH A CHORD LENGTH OF 56.60', TO A POINT; THENCE N 61°33'58" E A DISTANCE OF 22.87' TO A POINT; THENCE S 43°40'17" E A DISTANCE OF 59.13' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 57.42', WITH A RADIUS OF 87.20', WITH A CHORD BEARING OF S 21°30'05" E, WITH A CHORD LENGTH OF 56.38', TO A POINT; THENCE S 03°04'59" W A DISTANCE OF 58.82' TO A POINT; THENCE N 86°55'01" W A DISTANCE OF 192.82' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 513.44', WITH A RADIUS OF 524.91', WITH A CHORD BEARING OF S 67°20'39" W, WITH A CHORD LENGTH OF 493.21', TO THE POINT OF BEGINNING, CONTAINING 105,413 SQ. FEET, 2.42 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.



TO: Fayetteville Planning Commission

THRU: Jessie Masters, Development Review Manager

FROM: Donna Wonsower, Planner

MEETING DATE: January 22, 2024 (UPDATED WITH MEETING RESULTS)

SUBJECT: **RZN-2023-0036: Rezoning (NORTH OF W. TECHNOLOGY WAY/WATKINS, BOYER, GRAY & CURRY PLLC, 479):** Submitted by WATKINS, BOYER, GRAY & CURRY PLLC for property located NORTH OF W. TECHNOLOGY WAY. The property is zoned C-2, THOROUGHFARE COMMERCIAL and contains approximately 15.66 acres. The request is to rezone the property to CS, COMMUNITY SERVICES and R-A, RESIDENTIAL AGRICULTURAL.

RECOMMENDATION:

Staff recommends forwarding **RZN-2023-0036** to City Council with a recommendation of approval.

RECOMMENDED MOTION:

*"I move to forward **RZN-2023-0036** to City Council with a recommendation of approval."*

BACKGROUND:

The subject property is located in west Fayetteville on the southwest corner of the N. Shiloh Dr. and W. Persimmon St. The property includes two parcels totaling 15.32 acres. The east parcel was developed as a detention pond as part of a previous commercial development. The west property is currently undeveloped and includes a large stand of trees in the southern portion of the parcel. Surrounding land uses and zoning are listed in *Table 1*.

Table 1:
Surrounding Land Uses and Zoning

Direction	Land Use	Zoning
North	Multi-Family Residential	RMF-24, Residential Multi-Family, 24 Unit per Acre
South	Technology Manufacturing	C-2, Thoroughfare Commercial
East	I-49 Interstate	NA
West	Multi-Family Residential	RMF-24, Residential Multi-Family, 24 Unit per Acre

Request: The request is to rezone the subject property from C-2, Thoroughfare Commercial to approximately 13.12 acres of CS, Community Services and 2.54 acres of R-A, Residential Agricultural.

Public Comment: Staff has not received any public comment regarding this request.

INFRASTRUCTURE:

Streets: The subject area has frontage along three streets. W. Persimmon St. is a partially improved Neighborhood Link with asphalt paving with curb & gutter, open ditches and some sidewalk. N. Shiloh Dr. is a partially improved Neighborhood Link with asphalt paving with curb & gutter and open ditches. W. Technology Way is a partially improved Residential Link with asphalt paving, curb & gutter and open ditches. Any street improvements required in these areas would be determined at the time of the development proposal. Any additional improvements or requirements for drainage will be determined at time of development.

Water: Public water is available to the subject area. Existing 12-inch water main is present on the south side of W. Persimmon St. Existing 8-inch water main is present on the south side of W. Technology Way and the west side of Shiloh Trail.

Sewer: Sanitary Sewer is available to the subject area. Existing 8-inch sewer main is present in W. Persimmon St and along the west side of Shiloh Trail.

Drainage: No portion of the subject property lies within the Hillside/Hilltop Overlay District or contain hydric soils.

Portions of the property lie within a FEMA floodplain. A floodplain development review will be required at the time of permit or plan submittal. This will restrict the type of development and impact in flood zones; and may require additional documentation such as flood studies or elevation certificates depending on the type of development. If a development impacts a floodplain, those impacts may require review and approval from FEMA.

Portions of the property also lie within streamside protection zones. Streamside Protection Zones generally consists of a protected area on each side of a stream or creek. This “protected area” is meant to preserve woody vegetation and natural areas along stream corridors to improve/protect stream health. At a minimum, it will be 50ft wide as measured from the top of bank but depending on the shape and extents of the floodway, it could be substantially more. Certain construction activities such as trails and some utilities are allowed in these zones, but in general, improvements such as parking lots or buildings are prohibited.

Fire: Station 7, located at 835 N. Ruppel Rd., protects this site. The property is located approximately 1 mile from the fire station with an anticipated drive time of approximately 2 minutes using existing streets. The anticipated response time would be approximately 4.2 minutes. Fire Department response time is calculated based on the drive time plus one minute for dispatch and 1.2 minutes for turn-out time. Within the city limits, the Fayetteville Fire Department has a response time goal of 6 minutes for an engine and 8 minutes for a ladder truck. Fire apparatus access and fire protection water supplies will be reviewed for compliance with the Arkansas Fire Prevention Code at the time of development.

Police: The Police Department did not comment on this request.

Tree Preservation:

The current zoning district of C2, Thoroughfare Commercial requires **15% minimum canopy preservation**. The proposed zoning district of CS, Community Services requires **20% minimum canopy preservation**. The proposed zoning district of R-A, Residential Agricultural requires **25% minimum canopy preservation**.

CITY PLAN 2040 FUTURE LAND USE PLAN: City Plan 2040 Future Land Use Plan designates the property within the proposed rezone as **City Neighborhood**.

City Neighborhood Areas are more densely developed than residential neighborhood areas and provide a mix of non-residential and residential uses. This designation supports the widest spectrum of uses and encourages density in all housing types, from single-family to multi-family. Non-residential and commercial uses are primarily located at street intersections and along major corridors. Ideally, commercial uses would have a residential component and vary in size, variety and intensity. The street network should have a high number of intersections creating a system of small blocks with a high level of connectivity between neighborhoods. Building setbacks and landscaping are urban in form with street trees typically being located within the sidewalk zone.

CITY PLAN 2040 INFILL MATRIX: City Plan 2040's Infill Matrix indicates a score range between **7-8** for this site with a weighted score of **9.5** at the highest level. The following elements of the matrix contribute to the score:

- Adequate Fire Response (Station 7)
- New Sewer Main (W. Persimmon St and Shiloh Trail)
- New Water Main (W. Persimmon St., W. Technology Way, and Shiloh Trail)
- Near Grocery Store (Walmart Neighborhood Market)
- Near City Park (Centennial Park)
- Near Paved Trail (Shiloh Trail)
- Near Razorback Bus Stop (Persimmon & Betty Jo)
- Appropriate Land Use

FINDINGS OF THE STAFF

1. A determination of the degree to which the proposed zoning is consistent with land use planning objectives, principles, and policies and with land use and zoning plans.

Finding: ***Land Use Compatibility:*** Staff finds the proposed rezoning from C-2 to CS to be compatible with the surrounding area. The intent of the CS zoning district is to provide convenience goods and personal services for persons living in the surrounding residential areas, to provide for adaptable mixed-use centers located along commercial corridors that connect denser development nodes, and to provide standards that enable development to be approved administratively. The two parcels in question are located adjacent to an existing apartment complex (Mountain Ranch) to the west, a mixed-density residential area to the north, and a mix of commercial uses and city park (Centennial Park) to the south. Interstate 49 is located directly to the east. Staff finds the requested rezoning to be compatible since the parcel is bound by a mix of both residential and commercial uses. CS permits a mix of both residential and commercial uses that could serve as a transition area between existing residential and commercial properties. C-2 has a mix of Euclidean and form-based zoning, while CS is an entirely form-

based district. The setback and minimum buildable street frontage requirements of CS are identical to the form-based requirements of the existing C-2 district. Neither C-2 or CS have bulk and area regulations for nonresidential uses, with CS having a lot width minimum of 18 feet for residential dwellings. C-2 only permits cluster housing as residential use and has no density limits. CS also has no density limits, though staff finds this is unlikely to contribute to a development that is out of scale with the surroundings given the scale of the existing commercial and the presence of existing apartment complexes to the west and north. Further, the maximum building height would be reduced from 6 stories to 5 stories. The applicant also proposes to rezone a portion of the site as R-A, Residential Agricultural. This area includes extensive tree canopy and is intended to remain as a preserved canopy in future development. Staff finds the zoning of R-A to be compatible with this stated intent, particularly given the proximity of Centennial Park to the south.

Land Use Plan Analysis: Staff finds the proposed rezoning to be consistent with the City's adopted land use plans, including its Future Land Use Map designation as City Neighborhood area. The property is located at the intersection of W. Persimmon St. and N. Shiloh Dr., an area designated as a Tier 3 center per the City Plan 2040 Growth Concept Map. Tier 3 centers are intended to serve the immediately surrounding residential areas and will cater to the specific needs of a small market with varying characteristics based on location and needs of the surrounding community. The property is also approximately half a mile from the Tier 2 center located at the intersection of 49 and W. Wedington Dr. A rezoning to CS could allow for the creation, maintenance, of mixed-use developments that provide both services and housing. The property has a moderate infill score ranging between 7 and 8 with a weighted score of 9.5. Staff finds the requested rezoning to be appropriate since it would provide the opportunity to develop a mix of residential and commercial uses in a Tier 3 center at a major intersection. The designation of a portion of extensive tree canopy as R-A will further contribute to city goals to establish an enduring green network.

2. A determination of whether the proposed zoning is justified and/or needed at the time the rezoning is proposed.

Finding: Staff finds that rezoning the subject property to CS is justified since it would better comply with both the future land-use designation and the property's location at a Tier 3 center (W. Persimmon St. and N. Shiloh Dr.).

3. A determination as to whether the proposed zoning would create or appreciably increase traffic danger and congestion.

Finding: A rezoning from C-2 to CS has the potential to increase traffic at this location when considering that C-2 does not currently permit residential development except for cluster housing. However, staff finds that a rezoning is not likely to create or appreciably increase traffic danger or congestion given multiple street frontages. Additionally, staff finds that improving connectivity along N. Shiloh Dr. could aid in reducing traffic needs to N. Shiloh Dr., an existing

one-way street, by allowing alternative routes between adjacent developments.

4. A determination as to whether the proposed zoning would alter the population density and thereby undesirably increase the load on public services including schools, water, and sewer facilities.

Finding: The proposed rezoning has the potential to alter the population density since it would allow for increased residential development. However, staff finds that the proposed rezoning would not undesirably increase the load on public services. The property currently has access to public utilities and any necessary improvements to adjacent streets would be determined at the time of development review. Fayetteville Public Schools did not comment on this request.

5. If there are reasons why the proposed zoning should not be approved in view of considerations under b (1) through (4) above, a determination as to whether the proposed zoning is justified and/or necessitated by peculiar circumstances such as:
 - a. It would be impractical to use the land for any of the uses permitted under its existing zoning classifications;
 - b. There are extenuating circumstances which justify the rezoning even though there are reasons under b (1) through (4) above why the proposed zoning is not desirable.

Finding: N/A

RECOMMENDATION: Planning staff recommends forwarding RZN-2023-0036 to City Council with a recommendation of approval.

PLANNING COMMISSION ACTION: Required <u>YES</u>			
Date: <u>January 22, 2024,</u>	☐ Tabled	☒ Forwarded	☐ Denied
		Recommendation of Approval	
Motion: PAYNE			
Second: BRINK			
Vote: 9-0-0			

BUDGET/STAFF IMPACT:

None

ATTACHMENTS:

- Unified Development Code
 - §161.23 District C-2, Thoroughfare Commercial
 - §161.22 District CS, Community Services
 - §161.03 District R-A, Residential Agriculture
- Applicant Exhibits
 - Request Letter
 - Legal Descriptions
 - Site Exhibit
- One Mile Map
- Close-Up Map
- Current Land Use Map
- Future Land Use Map

161.23 District C-2, Thoroughfare Commercial

(A) *Purpose.* The Thoroughfare Commercial District is designed especially to encourage the functional grouping of these commercial enterprises catering primarily to highway travelers. The intent of this district is to allow administrative approval if the developer decides to use urban form, in compliance with the build-to zone and minimum buildable street frontage as specified herein.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government Facilities
Unit 13	Eating places
Unit 14	Hotel, motel, and amusement facilities
Unit 16	Shopping goods
Unit 17	Transportation trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 20	Commercial recreation, large sites
Unit 25	Offices, studios, and related services
Unit 33	Adult live entertainment club or bar
Unit 34	Liquor store
Unit 40	Sidewalk Cafes
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 21	Warehousing and wholesale
Unit 28	Center for collecting recyclable materials
Unit 29	Dance Halls
Unit 32	Sexually oriented business
Unit 35	Outdoor music establishments
Unit 36	Wireless communications facilities
Unit 38	Mini-storage units
Unit 42	Clean technologies
Unit 43	Animal boarding and training

(C) *Density.* None.

(D) *Bulk and Area Regulations.* None.

(E) *Setback Regulations.*

Front	15 feet
Front, if parking is allowed between the right-of-way and the building	50 feet
Side	None

Side, when contiguous to a residential district	15 feet
Rear	20 feet

Urban Form Setback Regulations:

Front	A build-to zone that is located between 10 feet and a line 25 feet from the front property line
Side and rear	None
Side or rear, when contiguous to a single-family residential district	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	6 stories*
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* If a building exceeds the height of two (2) stories, the portion of the building that exceeds two (2) stories shall have an additional setback from side boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over two (2) stories shall be equal to the difference between the total height of that portion of the building, and two (2) stories.

(G) *Building Area.* On any lot, the area occupied by all buildings shall not exceed 60% of the total area of such lot. Accessory ground mounted solar energy systems shall not be considered buildings.

(H) Urban form minimum buildable street frontage: 50% of the lot width.

(Code 1965, App. A., Art. 5(VI); Ord. No. 1833, 11-1-71; Ord. No. 2351, 6-2-77; Ord. No. 2603, 2-19-80; Ord. No. 1747, 6-29-70; Code 1991, §160.036; Ord. No. 4034, §3, 4, 4-15-97; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 4727, 7-19-05; Ord. No. 4992, 3-06-07; Ord. No. 5028, 6-19-07; Ord. No. 5195, 11-6-08; Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5353, 9-7-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800, §1(Exh. A), 10-6-15; Ord. No. 5921, §1, 11-1-16; Ord. No. 5945, §§5, 7, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6164, §§1, 6, 7, 4-2-19; Ord. No. 6223, §1, 9-3-19; Ord. No. 6245, §2, 10-15-19; Ord. No. 6521, §5, 1-18-22)

161.22 Community Services

(A) *Purpose.* The Community Services District is designed primarily to provide convenience goods and personal services for persons living in the surrounding residential areas and is intended to provide for adaptable mixed use centers located along commercial corridors that connect denser development nodes. There is a mixture of residential and commercial uses in a traditional urban form with buildings addressing the street. For the purposes of Chapter 96: Noise Control, the Community Services district is a commercial zone. The intent of this zoning district is to provide standards that enable development to be approved administratively.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 10	Three (3) and four (4) family dwellings
Unit 13	Eating places
Unit 15	Neighborhood Shopping goods
Unit 24	Home occupations
Unit 25	Offices, studios and related services
Unit 26	Multi-family dwellings
Unit 40	Sidewalk Cafes
Unit 41	Accessory dwellings
Unit 44	Cluster Housing Development
Unit 45	Small scale production
Unit 46	Short-term rentals

Note: Any combination of above uses is permitted upon any lot within this zone. Conditional uses shall need approval when combined with pre-approved uses.

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 3	Public protection and utility facilities
Unit 14	Hotel, motel and amusement services
Unit 16	Shopping goods
Unit 17	Transportation, trades and services
Unit 18	Gasoline service stations and drive-in/drive-through restaurants
Unit 19	Commercial recreation, small sites
Unit 28	Center for collecting recyclable materials
Unit 34	Liquor stores
Unit 35	Outdoor music establishments
Unit 36	Wireless communication facilities*
Unit 42	Clean technologies

(C) *Density.* None.

(D) *Bulk and Area Regulations.*

(1) *Lot Width Minimum.*

Dwelling	18 feet
All others	None

(2) *Lot Area Minimum.* None.

(E) *Setback regulations.*

Front:	A build-to zone that is located between 10 feet and a line 25 feet from the front property line.
Side and rear:	None
Side or rear, when contiguous to a single-family residential district:	15 feet

(F) *Building Height Regulations.*

Building Height Maximum	5 stories
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(G) *Minimum Buildable Street Frontage.* 50% of the lot width.

(Ord. No. 5312, 4-20-10; Ord. No. 5339, 8-3-10; Ord. No. 5462, 12-6-11; Ord. No. 5592, 6-18-13; Ord. No. 5664, 2-18-14; Ord. No. 5735, 1-20-15; Ord. No. 5800 , §1(Exh. A), 10-6-15; Ord. No. 5921 , §1, 11-1-16; Ord. No. 5945 , §§5, 7—9, 1-17-17; Ord. No. 6015 , §1(Exh. A), 11-21-17; Ord. No. 6223 , §1, 9-3-19; Ord. No. 6409 §1, 2-2-21; Ord. No. 6427 , §§1(Exh. C), 2, 4-20-21; Ord. No. 6497 , §1, 10-19-21)

Editor's note(s)—Ord. No. 6625 , §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

161.03 District R-A, Residential-Agricultural

(A) *Purposes.* The regulations of the agricultural district are designed to protect agricultural land until an orderly transition to urban development has been accomplished; prevent wasteful scattering of development in rural areas; obtain economy of public funds in the providing of public improvements and services of orderly growth; conserve the tax base; provide opportunity for affordable housing, increase scenic attractiveness; and conserve open space.

(B) *Uses.*

(1) *Permitted Uses.*

Unit 1	City-wide uses by right
Unit 3	Public protection and utility facilities
Unit 6	Agriculture
Unit 7	Animal husbandry
Unit 8	Single-family dwellings
Unit 9	Two-family dwellings
Unit 37	Manufactured homes
Unit 41	Accessory dwellings
Unit 43	Animal boarding and training
Unit 46	Short-term rentals

(2) *Conditional Uses.*

Unit 2	City-wide uses by conditional use permit
Unit 4	Cultural and recreational facilities
Unit 5	Government facilities
Unit 20	Commercial recreation, large sites
Unit 24	Home occupations
Unit 35	Outdoor Music Establishments
Unit 36	Wireless communications facilities
Unit 42	Clean technologies

(C) *Density.*

Units per acre	One-half (½)
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(D) *Bulk and Area Regulations.*

Lot width minimum	200 feet
Lot Area Minimum:	
Residential:	2 acres
Nonresidential:	2 acres
Lot area per dwelling unit	2 acres

(E) *Setback Requirements.*

Front	Side	Rear
35 feet	20 feet	35 feet

(F) *Height Requirements.* There shall be no maximum height limits in the R-A District, provided, however, if a building exceeds the height of one (1) story, the portion of the building over one (1) story shall have an additional setback from any boundary line of an adjacent residential district. The amount of additional setback for the portion of the building over one (1) story shall be equal to the difference between the total height of that portion of the building and one (1) story.

(G) *Building area.* None.

(Code 1965, App. A., Art. 5(1); Ord. No. 1747, 6-29-70; Code 1991, §160.030; Ord. No. 4100, §2 (Ex. A), 6-16-98; Ord. No. 4178, 8-31-99; Ord. No. 5028, 6-19-07; Ord. No. 5128, 4-15-08; Ord. No. 5195, 11-6-08; Ord. No. 5238, 5-5-09; Ord. No. 5479, 2-7-12; Ord. No. 5945, §3, 1-17-17; Ord. No. 6015, §1(Exh. A), 11-21-17; Ord. No. 6427, §§1(Exh. C), 2, 4-20-21)

Editor's note(s)—Ord. No. 6625, §1 adopted December 6, 2022, "determines that Section 2 of Ordinance 6427 (Sunset Clause) be amended so that Ordinance 6427 and all amendments to Code Sections ordained or enacted by Ordinance 6427 shall automatically sunset, be repealed and become void on December 31, 2023, unless prior to that date the City Council amends this ordinance to repeal or further amend this sunset, repeal and termination section."

**WATKINS, BOYER,
GRAY & CURRY, PLLC**

ATTORNEYS AT LAW

WILLIAM P. WATKINS, III, P.A.
RONALD L. BOYER (OF COUNSEL)
JENNIFER E. GRAY, P.A.*
ANDREW T. CURRY, P.A.
WILLIAM A. KELLSTROM
* ALSO LICENSED IN MISSOURI

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wkellstrom@watkinslawoffice.com

DELYNN HALE, SECRETARY
AMY BENSON, PARALEGAL
WHITNEY DUCKER, OFFICE MANAGER

January 11, 2024

City of Fayetteville
Planning Department
125 W. Mountain Street
Fayetteville, AR 72701

**RE: Rezoning Parcel No. 765-28835-000 and 765-28838-000 from C-2,
Thoroughfare Commercial to CS, Community Services**

Dear Planning Staff:

The Applicant, T&J NWA, LLC, is seeking approval to rezone approximately 15.65 acres located at the intersection of W. Persimmon St. and N. Shiloh Drive ("the Property"). The request is to rezone from C-2-Commercial Thoroughfare to a mix of CS-Community Services and R-A, Residential Agricultural. The purpose for this rezoning request is to rezone the property to sell to a developer to build a multi-family development.

The properties surrounding the Property are a mix of RPZD (consisting of dense single family housing), RMF-24 (consisting of apartments), and C-2 (consisting of an office building and undeveloped land). CS zoning is compatible with the abovementioned uses and zones due to the fact that it allows for a mix of residential and commercial. CS zoning is being requested by the Applicant due to the mix of commercial and residential uses allowed, and due to the fact that CS is a form-based code that requires development in a more urban style. Moreover, the Property is situated close to Centennial Park, and has close access to Interstate 49, which makes it ripe for higher intensity development. For the aforementioned reasons, a rezoning to CS is compatible with the surrounding area, and should not adversely affect adjacent properties.

Whitten Development, Inc.
Page 2.

Lastly, there is a portion of the property which is covered by existing tree canopy on the Southwestern end of the property. The Developer plans to locate the development towards the remaining portion of the property, which is flatter, and which has previously been cleared, in order to preserve as many of the existing trees as possible. Accordingly, the Developer has proposed to rezone two portions of the Property—a 2.35 acre and a .10 acre—to R-A to indicate an intent to preserve the existing tree canopy.

If you have any questions, please feel free to contact me at 479-636-2168, or at wkellstrom@watkinslawoffice.com.

Sincerely,

WATKINS, BOYER,
GRAY & CURRY, PLLC

/s/ Will A. Kellstrom

Will A. Kellstrom

**C-S ZONING
SURVEY DESCRIPTION**

A PART OF THE NW1/4 OF THE NW1/4 & PART OF THE NE1/4 OF THE NW1/4 OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 30 WEST IN WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SW CORNER OF LOT 34 IN MOUNTAIN RANCH SUBDIVISION; THENCE N 02°26'00" E A DISTANCE OF 825.25' TO A POINT; THENCE S 87°34'00" E A DISTANCE OF 101.06' TO A POINT; THENCE S 87°36'24" E A DISTANCE OF 944.10' TO A POINT; THENCE S 03°24'38" E A DISTANCE OF 239.28' TO A POINT; THENCE S 10°32'43" E A DISTANCE OF 370.24' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 54.44', WITH A RADIUS OF 200.00', WITH A CHORD BEARING OF S 85°22'25" W, WITH A CHORD LENGTH OF 54.27', TO A POINT; THENCE N 86°55'01" W A DISTANCE OF 652.46' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 524.95', WITH A RADIUS OF 500.00', WITH A CHORD BEARING OF S 65°23'45" W, WITH A CHORD LENGTH OF 501.17', TO THE POINT OF BEGINNING, CONTAINING 682,065 SQ. FEET, 15.66 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

LESS & EXCEPT:

COMMENCING FROM THE SW CORNER OF LOT 34 IN MOUNTAIN RANCH SUBDIVISION; THENCE N 02°26'00" E A DISTANCE OF 43.68' TO THE POINT OF BEGINNING; THENCE N 02°26'00" E A DISTANCE OF 333.35' TO A POINT; THENCE S 87°22'34" E A DISTANCE OF 500.47' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 58.04', WITH A RADIUS OF 75.04', WITH A CHORD BEARING OF N 77°11'48" E, WITH A CHORD LENGTH OF 56.60', TO A POINT; THENCE N 61°33'58" E A DISTANCE OF 22.87' TO A POINT; THENCE S 43°40'17" E A DISTANCE OF 59.13' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 57.42', WITH A RADIUS OF 87.20', WITH A CHORD BEARING OF S 21°30'05" E, WITH A CHORD LENGTH OF 56.38', TO A POINT; THENCE S 03°04'59" W A DISTANCE OF 58.82' TO A POINT; THENCE N 86°55'01" W A DISTANCE OF 192.82' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 513.44', WITH A RADIUS OF 524.91', WITH A CHORD BEARING OF S 67°20'39" W, WITH A CHORD LENGTH OF 493.21', TO THE POINT OF BEGINNING, CONTAINING 105,413 SQ. FEET, 2.42 ACRES, MORE OR LESS.

ALSO, LESS & EXCEPT:

COMMENCING FROM THE SW CORNER OF LOT 34 IN MOUNTAIN RANCH SUBDIVISION; THENCE N 02°26'00" E A DISTANCE OF 43.68' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 514.48', WITH A RADIUS OF 525.00', WITH A CHORD BEARING OF N 67°23'56" E, WITH A CHORD LENGTH OF 494.14', TO A POINT; THENCE S 86°55'14" E A DISTANCE OF 336.23' TO THE POINT OF BEGINNING; THENCE N 45°42'23" E A DISTANCE OF 104.65' TO A POINT; THENCE S 42°13'31" E A DISTANCE OF 70.98' TO A POINT; THENCE S 03°04'59" W A DISTANCE OF 27.08' TO A POINT; THENCE N 86°55'14" W A DISTANCE OF 121.32' TO THE POINT OF BEGINNING, CONTAINING 5,354 SQ. FEET, 0.12 ACRES, MORE OR LESS.

**R-A ZONING "2"
SURVEY DESCRIPTION**

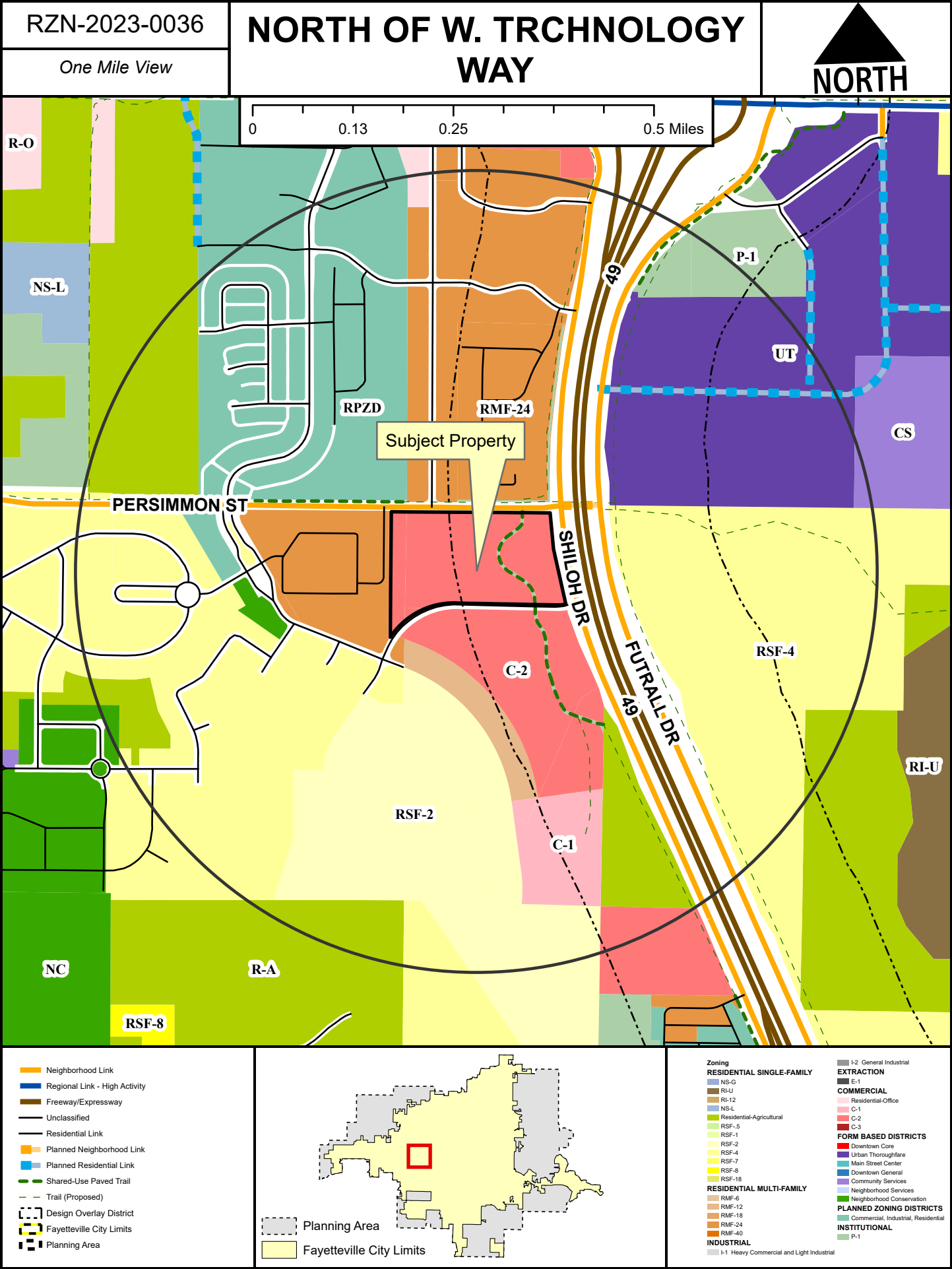
A PART OF THE NE1/4 OF THE NW1/4 OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 30 WEST IN WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

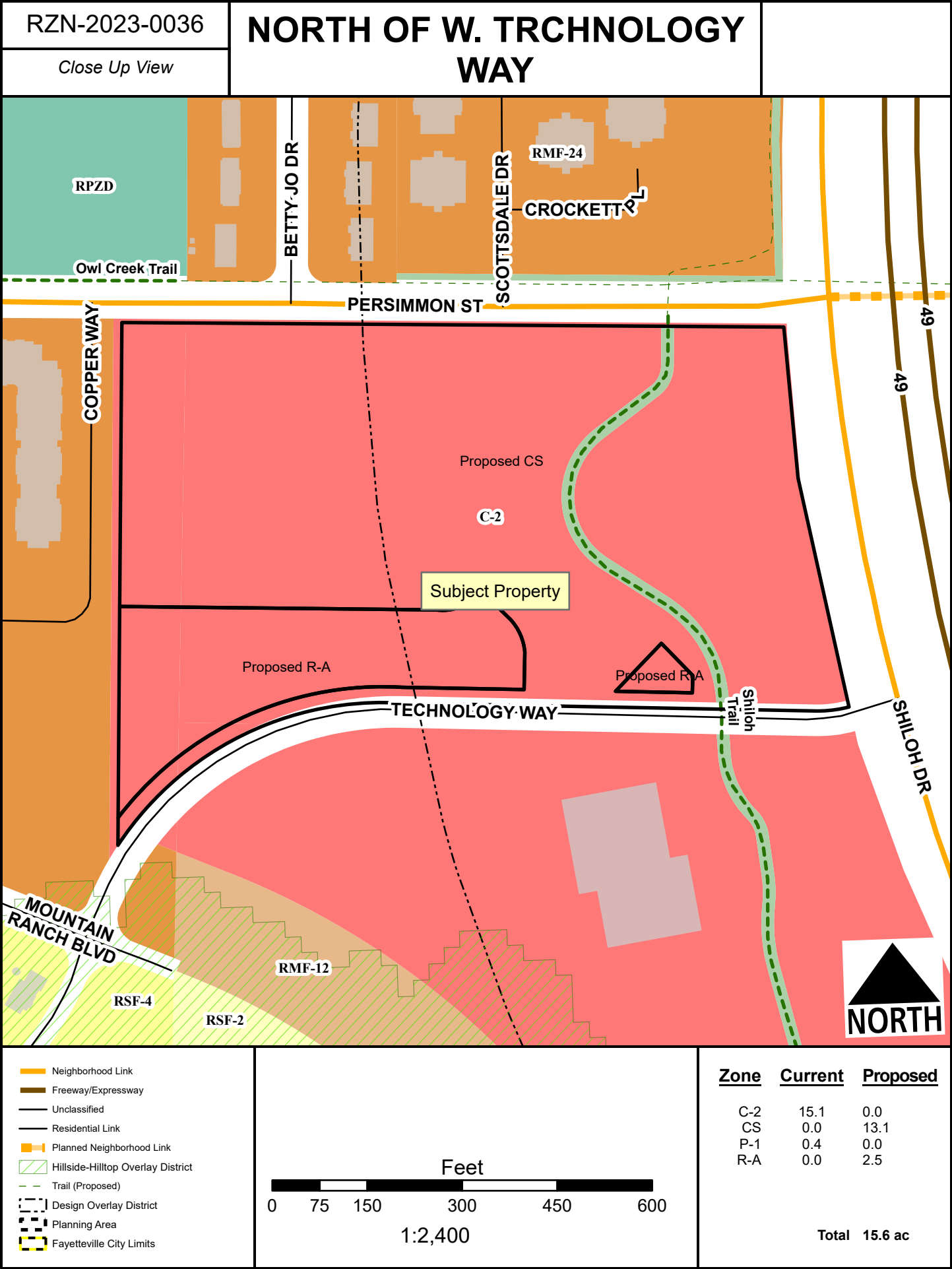
COMMENCING FROM THE SW CORNER OF LOT 34 IN MOUNTAIN RANCH SUBDIVISION; THENCE N 02°26'00" E A DISTANCE OF 43.68' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 514.48', WITH A RADIUS OF 525.00', WITH A CHORD BEARING OF N 67°23'56" E, WITH A CHORD LENGTH OF 494.14', TO A POINT; THENCE S 86°55'14" E A DISTANCE OF 336.23' TO THE POINT OF BEGINNING; THENCE N 45°42'23" E A DISTANCE OF 104.65' TO A POINT; THENCE S 42°13'31" E A DISTANCE OF 70.98' TO A POINT; THENCE S 03°04'59" W A DISTANCE OF 27.08' TO A POINT; THENCE N 86°55'14" W A DISTANCE OF 121.32' TO THE POINT OF BEGINNING, CONTAINING 5,354 SQ. FEET, 0.12 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.

R-A ZONING "1"
SURVEY DESCRIPTION

A PART OF THE NW1/4 OF THE NW1/4 & PART OF THE NE1/4 OF THE NW1/4 OF SECTION 18, TOWNSHIP 16 NORTH, RANGE 30 WEST IN WASHINGTON COUNTY, ARKANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SW CORNER OF LOT 34 IN MOUNTAIN RANCH SUBDIVISION; THENCE N 02°26'00" E A DISTANCE OF 43.68' TO THE POINT OF BEGINNING; THENCE N 02°26'00" E A DISTANCE OF 333.35' TO A POINT; THENCE S 87°22'34" E A DISTANCE OF 500.47' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 58.04', WITH A RADIUS OF 75.04', WITH A CHORD BEARING OF N 77°11'48" E, WITH A CHORD LENGTH OF 56.60', TO A POINT; THENCE N 61°33'58" E A DISTANCE OF 22.87' TO A POINT; THENCE S 43°40'17" E A DISTANCE OF 59.13' TO A POINT; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 57.42', WITH A RADIUS OF 87.20', WITH A CHORD BEARING OF S 21°30'05" E, WITH A CHORD LENGTH OF 56.38', TO A POINT; THENCE S 03°04'59" W A DISTANCE OF 58.82' TO A POINT; THENCE N 86°55'01" W A DISTANCE OF 192.82' TO A POINT; THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 513.44', WITH A RADIUS OF 524.91', WITH A CHORD BEARING OF S 67°20'39" W, WITH A CHORD LENGTH OF 493.21', TO THE POINT OF BEGINNING, CONTAINING 105,413 SQ. FEET, 2.42 ACRES, MORE OR LESS. SUBJECT TO ANY EASEMENTS AND/OR RIGHT-OF-WAYS OF RECORD.





RZN-2023-0036

Current Land Use

NORTH OF W. TECHNOLOGY WAY



- Neighborhood Link
- Freeway/Expressway
- Unclassified
- Residential Link
- Planned Neighborhood Link
- Trail (Proposed)
- Planning Area
- Fayetteville City Limits
- Design Overlay District



FEMA Flood Hazard Data

- 100-Year Floodplain
- Floodway

