

ARKANSAS STATE HIGHWAY
AND
TRANSPORTATION DEPARTMENT

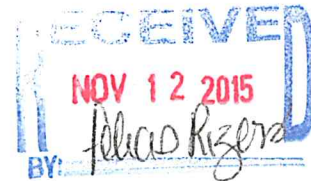
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Director
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November 9, 2015

The Honorable Tab Townsell
Mayor of Conway
1201 Oak Street
Conway, AR 72032



Re: Job 080519
F.A.P. STPU-9095(32)
Dave Ward Dr. Traffic Ops. Impvts.
(Conway) (S)
Faulkner County

Dear Mayor Townsell:

State and Federal-aid job numbers have been assigned for the referenced project and the Department has received City Resolution No. R-15-46 authorizing you to enter into agreements with the Department for the project.

In order to proceed, you and the City Attorney must sign the enclosed Agreement of Understanding and return it to the Department. Also, the City must submit a check (made payable to the Arkansas State Highway and Transportation Department) in the amount of \$1,000 to be matched with \$4,000 in Federal-aid funds for Department administrative costs associated with preliminary engineering. Upon receipt of these items, the Department will execute the Agreement of Understanding and return a signed copy to you. When submitting the Agreement to the Department for execution, you will also need to sign Attachment L and complete Attachment M.

If you have any questions, please contact Carlos Meredith or Daniel Siskowski in our Program Management Division at (501) 569-2261.

Sincerely,

A handwritten signature in blue ink that reads 'Kevin Thornton'.

Kevin Thornton
Assistant Chief Engineer – Planning

Enclosures

c: Deputy Director and Chief Engineer
Program Management
Consultant Contracts
Roadway Design
Transportation Planning and Policy
District 8
Mr. Casey Covington, CARTS Study Director – Metroplan

**AGREEMENT OF UNDERSTANDING
BETWEEN
THE CITY OF CONWAY
AND
THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT**

In Cooperation with the
U.S. Department of Transportation, Federal Highway Administration

RELATIVE TO

Implementation of **Job 080519, Dave Ward Drive Traffic Operations Improvements (Conway) (S)** (hereinafter be called the "Project") as a Federal-aid Surface Transportation Program Attributable project.

WHEREAS, funding in the Moving Ahead for Progress in the 21st Century Act (MAP-21) includes 80% Federal-aid funds to be matched with 20% non-federal funds for certain city projects; and

WHEREAS, **the City of Conway** (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for the eligible Project and to provide necessary matching cash share for such funds; and

WHEREAS, per the agreement of understanding signed for Job 012232, Central Arkansas Adaptive Signal Control Technology P.E. between the Department and Metroplan, Metroplan's consultant will provide construction engineering and inspection services for this project; and

WHEREAS, the Sponsor has transmitted to the Arkansas State Highway and Transportation Department (hereinafter called the "Department") a signed and sealed Resolution from the City Council authorizing the Mayor to execute agreements and contracts with the Department for the Project; and

WHEREAS, funding participation will be as follows, subject to the amount of Federal-aid funds and obligation limitation approved and available for the Project:

	<u>Maximum Federal %</u>	<u>Minimum Sponsor %</u>	
Preliminary Engineering by Consultant	80	20	
Right-of-Way/Utilities	80	20	
Construction	80	20	
Construction Engineering by Consultant	80	20	
Department Administrative Costs	80	20	; and

WHEREAS, the Sponsor knows of no legal impediments to the completion of the Project; and

WHEREAS, it is understood that the Sponsor and the Department will adhere to the General Requirements for Recipients and Sub-Recipients Concerning Disadvantaged Business Enterprises (DBEs) (Attachment A) and that, as part of these requirements, the Department may set goals for DBE participation in the Project, ranging from 0% to 100%, that are practical and related to the potential availability of DBEs in desired areas of expertise.

WHEREAS, it is specifically agreed between the parties executing this agreement that it is not intended by any of the provisions of any part of the agreement to make the public or any member thereof a third party beneficiary hereunder or to authorize anyone not a party to this agreement to maintain a suit or action for injuries or damage of any nature pursuant to the terms or provisions of this agreement.

IT IS HEREBY AGREED that the Sponsor and the Department, in cooperation with the Federal Highway Administration (FHWA), will participate in a cooperative program for implementation and will accept the responsibilities and assigned duties as described hereinafter.

THE SPONSOR WILL:

1. Initially submit to the Department \$1,000 (20%) to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs associated with state preliminary engineering, which include but are not limited to, on site meetings, environmental review, and plan and specification review. The Sponsor's final cost for this phase will be determined by actual Department charges to preliminary engineering.
2. Be responsible for hiring a software vendor in accordance with the Procurement of Adaptive Signal Control Technology Procedures (Attachment B) to provide design of an adaptive signal control technology system for the Project. **NOTE: FHWA authorization and Department approval must be given prior to issuing a work order to the consultant for federal funds to be allowed in this phase.**
3. Prepare ASCT design, plans, specifications, and a cost estimate for construction. A registered professional engineer must sign the plans and specifications for the Project. (See Attachment C for items to be included in the bid proposal.)
4. Make periodic payments to the software vendor for design of the Project and request reimbursement from the Department. Reimbursement requests should be submitted quarterly.
5. Understand that **expenditures for preliminary or construction engineering performed by the Sponsor's forces are not eligible for reimbursement with federal funds.**
6. Ensure that the plans and specifications are developed using the Department's standard drawings and Standard Specifications for Highway Construction (latest edition).
7. Ensure that the plans and specifications comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.
8. Before acquiring property or relocating utilities, contact the Department's Right of Way Division to obtain the procedures for acquiring right-of-way and adjusting utilities in compliance with federal regulations. **NOTE: Failure to notify the Department prior to initiating these phases of work may result in all project expenditures being declared non-participating in federal funds.**
9. Acquire property in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (commonly referred to as the "Uniform Act").

10. Ensure the preparation of utility adjustment and right-of-way plans are in accordance with Arkansas State Highway Commission Policy.
11. Provide a copy of the registered deed or other approved documentation and an appropriate certification stating the Sponsor's clear and unencumbered title to any right-of-way to be used for the Project (See Attachment D). **NOTE: Any property that is to become Department right-of-way must be acquired in the Department's name.**
12. Submit plans at 50% and 90% completion stages for Department review.
13. Submit a certification letter (Attachment E), including all items noted, to the Department when requesting authority to advertise the Projects for construction bids.
14. Advertise for bids in accordance with federal procedures as shown in Attachment F. **NOTE: FHWA authorization and Department approval must be given prior to advertising for construction bids.**
15. Forward a copy of all addenda issued for the Project during the advertisement to the Department.
16. After bids are opened and reviewed, submit a Certification Letter Requesting Concurrence in Award (Attachment G), including all items noted, to the Department.
17. Prior to awarding the construction contract, submit a check for \$1,000 to be matched by \$4,000 (80%) Federal-aid funds for Department administrative costs on the Project during construction. The Sponsor's final share of cost for this phase will be determined by actual Department charges to construction engineering.
18. Have a full-time employee of the Sponsor in responsible charge during construction of the Project.
19. Prior to issuing the notice to proceed to the Contractor, hold a pre-construction meeting with the Contractor and invite the Department's Resident Engineer assigned to the Project.
20. Ensure that all work, material testing and acceptance, and inspection is conducted in accordance with the Department's Standard Specifications for Highway Construction (latest edition), Manual of Field Sampling and Testing Procedures, and Resident Engineer's Manual and with the plans, specifications, and all other applicable FHWA and Department procedures for the Project.
21. Make payments to the contractor for work accomplished in accordance with the plans and specifications and then request reimbursement from the Department on the Construction Certification and Reimbursement Request (CCR) form (Attachment H). Reimbursement requests should be submitted quarterly.
22. Attach LPA Report of Daily Work Performed (Attachment I) for all days that correspond with each CCR submittal.
23. Prior to executing the work, submit construction contract change orders to the Department's Resident Engineer in charge of reimbursements for review and approval.

24. Upon completion of the Project, hold a final acceptance meeting for the Project and submit the LPA Final Acceptance Report form certifying that the Project was accomplished in accordance with the plans and specifications (Attachment J). This form must be signed by the engineer/architect performing construction inspection on the Project, the Department's Resident Engineer assigned to the project, the Sponsor's full-time employee in responsible charge, and the Sponsor's Mayor.
25. Maintain accounting records to adequately support reimbursement with Federal-aid funds and be responsible for the inspection, measurement and documentation of pay items, and certification of all work in accordance with the plans and specifications for the Project and for monitoring the Contractor and subcontractor(s) for compliance with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements.
26. Pay all unpaid claims for all materials, labor, and supplies entered into contingent or incidental to the construction of said work or used in the course of said work including but not limited to materials, labor, and supplies described in and provided for in Act Nos. 65 and 368 of 1929, Act No. 82 of 1935, and Acts amendatory thereof.
27. 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 Sponsor, including any act of omission, neglect or misconduct of said Sponsor. Further, the Sponsor 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.
28. Assure that its policies and practices with regard to its employees, any part of whose compensation is reimbursed from federal funds, will be without regard to race, color, religion, sex, national origin, age, or disability in compliance with the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, The Americans with Disabilities Act of 1990, as amended, and Title 49 of the Code of Federal Regulations Part 21 (49 CFR 21), Nondiscrimination in Federally-Assisted Programs of the Department of Transportation.
29. Retain all records relating to inspection and certification, the Contractor's billing statements, and any other files necessary to document the performance and completion of the work in accordance with requirements of 49 CFR 18.42 - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Attachment K).
30. Grant the right of access to the Sponsor's records pertinent to the Project and the right to audit by the Department and Federal Highway Administration officials.
31. Be responsible for 100% of all project costs incurred should the Project not be completed as specified.
32. Be responsible for 100% of any and all expenditures which may be declared non-participating in federal funds, including any such award by the State Claims Commission.

33. Sign and transmit to the Department the Certification for Grants, Loans, and Cooperative Agreements (Attachment L), which is necessary for Project participation.
34. Repay to the Department the federal share of the cost of any portion of the Project if, for any reason, federal participation is removed due to actions or inactions of the Sponsor, its agents, its employees, or its assigns or the Sponsor's consultants or contractors or their agents. Such actions or inactions shall include, but are not limited to, federal non-participation arising from problems with design plans, specifications, construction, change orders, construction inspection, or contractor payment procedures. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's Motor Fuel Tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the Project as specified, or fail to adequately maintain or operate the Project.
35. Be responsible for all costs not provided by the Federal Highway Administration.
36. Repay to the Department the federal share of the cost of this project if for any reason the Federal Highway Administration removes federal participation.
37. Retain total, direct control over the Project throughout the life of all project improvements outside of the Department's right-of-way and **not, without prior approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the Project;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of a project due to the Project's obsolescence.
38. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the Project in accordance with Federal-aid requirements may result in the Sponsor's repayment of federal funds and may result in withholding all future Federal-aid.
39. Submit to the Department a Single Audit in accordance with the Office of Management and Budget (OMB) Circular A-133 each fiscal year that the Sponsor expends more than \$500,000 of Federal-aid from any federal source including, but not limited to, the U.S. Department of Transportation. The fiscal year used for the reporting is based on the Sponsor's fiscal year. The \$500,000 threshold is subject to change after OMB periodic reviews.
40. Make no alterations to the improvements constructed with Federal-aid funds without first consulting with the Department.
41. Promptly notify the Department if the Project improvements outside of the Department's right-of-way are rendered unfit for continued use by natural disaster or other cause.
42. Complete and transmit to the Department both pages of the Federal Funding Accountability and Transparency Act (FFATA) Reporting Requirements (Attachment M).

THE DEPARTMENT WILL:

1. Maintain an administrative file for the project and be responsible for administering Federal-aid funds.
2. Review designs, plans and specifications submitted by the Sponsor.
3. Notify the Sponsor when right-of-way and/or utility plans are approved and the Sponsor may proceed with right-of-way acquisition and/or utility adjustments.
4. Ensure substantial compliance with federal contracting requirements through review of the bidding proposal for inclusion of required federal forms, review of the administration of the DBE program provisions, and general compliance with 23 CFR 635.
5. Advise the Sponsor when to proceed with advertisement of the Project for construction bids.
6. Review and concur in award of the construction contract for the Project.
7. Ensure that the Sponsor and the construction inspection consultant provide adequate supervision and inspection of the Project by performing periodic inspections with the Sponsor's representatives and the consultant to verify that the work being performed by the Sponsor's contractor, and documented and certified by the Sponsor, meets the requirements of the Project plans, specifications, and all applicable FHWA and Department procedures. The Department intends to perform these inspections, at a minimum, when the construction work is approximately 10% and 50% completed. The Department will also participate in the final inspection of the Project.
8. Review and approve any necessary change orders for project/program eligibility.
9. Reimburse the Sponsor 80% (Federal-aid share) for eligible construction costs approved in the CCRR form (Attachment H). This reimbursement will be limited to the maximum Federal-aid amount and to the federal amount available at the time payment is requested. If the payment requested exceeds the Federal-aid available at the time, the difference will be reimbursed as additional Federal-aid for the Project becomes available.
10. Subject to the availability of Federal-aid allocated for the Project, pay the Sponsor the remaining amount due upon completion of the Project and submittal of the certified LPA Final Acceptance Report form (Attachment J).
11. Be reimbursed for costs involved in performing all the services listed above.

IT IS FURTHER AGREED that should the Sponsor fail to fulfill its responsibilities and assigned duties as related in this Agreement, such failure may disqualify the Sponsor from receiving future Federal-aid highway funds.

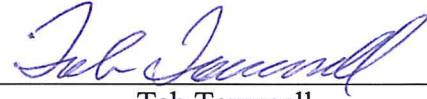
IT IS FURTHER AGREED, that should the Sponsor fail to pay to the Department any required funds due for project implementation or fail to complete the Project as specified in this Agreement, the Department may cause such funds as may be required to be withheld from the Sponsor's Motor Fuel Tax allotment.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement this _____ day of _____, 2015.

ARKANSAS STATE HIGHWAY AND
TRANSPORTATION DEPARTMENT

CITY OF CONWAY

Scott E. Bennett, P.E.
Director of Highways and Transportation



Tab Townsell
Mayor

~~Michael Murphy~~ Chuck Clawson
City Attorney

**ARKANSAS STATE HIGHWAY
AND TRANSPORTATION DEPARTMENT**

NOTICE OF NONDISCRIMINATION

The Arkansas State Highway and Transportation Department (Department) complies with all civil rights provisions of federal statutes and related authorities that prohibit discrimination in programs and activities receiving federal financial assistance. Therefore, the Department does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in the admission, access to and treatment in the Department's programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to Joanna P. McFadden Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: joanna.mcfadden@ahtd.ar.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.

GENERAL REQUIREMENTS
FOR
RECIPIENTS AND SUB-RECIPIENTS
CONCERNING DISADVANTAGED BUSINESS ENTERPRISES

It is the policy of the U. S. Department of Transportation that disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 26 apply to this Agreement.

The recipient or its contractor agrees to ensure that DBEs as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

If as a condition of assistance the recipient has submitted and the Department has approved a disadvantaged business enterprise affirmative action program, which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to the recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR Part 26, Subpart F, which sanctions may include termination of the Agreement or other measures that may affect the ability of the recipient to obtain future DOT financial assistance.

The recipient shall advise each sub-recipient, contractor or subcontractor that failure to carry out the requirements set forth in 49 CFR Part 26, Subsections 26.101 and 26.107 shall constitute a breach of contract and after the notification of the Department, may result in termination of the agreement or contract by the recipient or such remedy as the recipient deems appropriate.

(NOTE: Where appropriate, the term "recipient" may be modified to mean "sub-recipient", and the term "contractor" modified to include "subcontractor".)

Procurement of Adaptive Signal Control Technology Procedure

Technical Review Committee

There will be a Technical Review Committee (Committee) comprised of LPA and AHTD staff. The Committee shall have responsibility for determination of the most qualified interested bidder as provided during the rating and scoring of Qualitative Proposals as provided in "Competitive Selection of Bidders".

Competitive Selection of Bidders

The Request for Proposals ("RFP") shall consist of the criteria package including qualifications of similar type work, instructions to bidders, bid proposal forms, provisions for contracts, general and special conditions, and basis for evaluation of proposals. Proposals may be excluded from further consideration if not adequately qualified as determined by the Committee during the evaluation of proposals.

Criteria Package

The purpose of the criteria package is to furnish sufficient information for companies to prepare Technical and Price proposals. The company submitting the successful proposal shall design and construct the project in accordance with the criteria package.

The criteria developer may be either a private practitioner (selected in accordance with normal procedures for selecting design firms) or the staff of the LPA or other entity. Private practitioners involved in developing the criteria are prohibited from being part of the bidding entity. The criteria package may include the following:

- a. Experience with comparable projects;
- b. Financial and bonding capacity;
- c. Managerial resources;
- d. The abilities of the professional personnel;
- e. Past performance
- f. Capacity to meet time and budget requirements'
- g. Knowledge of local or regional conditions;
- h. Recent and current project workload; and the ability of the bidder to complete the work in a timely and satisfactory manner.
- i. Scope of work;
- j. System Engineering Analysis Requirements Matrix Compliance, as applicable
- k. Material quality standards;
- l. Conceptual design criteria and statement of willingness to assist consultant in final determination of detection/communication installation design plans
- m. Performance specifications;
- n. Design and construction schedules;
- o. Stipulation of responsibilities for permits;
- p. Stipulation of responsibility for meeting environmental regulations;

- q. Statement of required compliance with codes and general technical specifications;
- r. Any other requirements the LPA deems necessary.

Request for Proposal

Each company submitting a proposal shall submit a Technical Proposal and a Price Proposal.. Proposals shall be segmented into two packages;

- a. **Technical Proposal:** A technical proposal shall include the System Engineering Analysis System Requirements compliance matrix, outline specifications, special notes, technical reports, permit requirements, schedule, and other data requested in response to the RFP. Technical proposals shall be submitted in a sealed package, which identifies the project and the bidder on the outside of the package. Each company shall place the words "**TECHNICAL PROPOSAL**" on the outside of the package. Nothing contained in the technical proposal shall identify the bidder. The System Requirements will require detailed responses to aid in the requirement compliance determinations during the evaluation of the proposals.
- b. **Price Proposal:** Price shall be negotiated with the proposer that is deemed to have the highest technical score. The City or Agency may set an unpublished ceiling price to include in the RFP (See Best Value Selection Below).

Each technical proposal shall be assigned a number. The proposal shall be submitted to each member of the Committee with only the assigned number to identify the bidder (it is intended that the Committee members not know the identity of the bidder during the review and scoring of the technical and schedule aspects of the packages).

The Committee members shall review the compliance documentation and technical data submitted by each company. Prior to issuing their ratings, the Committee members may consult with each other and with any Consultant hired by the LPA to assist with the procurement process. The Committee members shall then independently rate each company's proposal based upon criteria established by the Committee for the project.

The criteria may include the following format example, but shall be adjusted for the particular characteristics of the project prior to the advertisement of RFP:

1. Qualification Criteria	Maximum Score: 40
2. Design and Technical	Maximum Score: 40
3. Project Schedule Criteria	Maximum Score: 20
	Total Maximum Score: 100

The Committee may adjust and refine all of the above criteria and the points assigned to each based on the project type and LPA experience. The Committee may reduce the weight of firm qualification criteria or omit it entirely if it is sufficiently determinative in selection of the most qualified interested bidders. The Committee may omit schedule as criteria when it is a fixed requirement in the RFP.

The Committee members shall, without conferring with one another, submit their criteria scores for each interested bidder to the Committee Chair. The Committed Chair will average the scores of the Committee members for each interested bidder to arrive at a single score.

Best Value Selection and Award

The LPA may establish a fixed ceiling dollar budget for the project in the RFP. With a fixed price established for all proposers, each company would submit only Technical Proposals, as described above. Once the Technical Qualifications scores are compiled, the LPA's Procurement Official, shall set a date for negotiating price proposals, and shall notify the highest technical scored company for an invitation to negotiation. The notification shall include the date, time, and place of the price negotiation. Should negotiation fail, the LPA would have the option to rebid the project, or conversely enter into price negotiations with the next highest rated vendor by Technical Score.

1. The LPA reserves the right to reject all proposals. The LPA Procurement Official will notify all proposers in writing of the LPA's intent to enter into a contract with the highest rated technical score company or the rejection of all proposals.
2. The LPA shall enter into a contract with the company selected as provided above. At the time of the award, the LPA may negotiate minor changes for the purpose of clarifying the design criteria and work to be done, provided that the negotiated changes do not affect the ranking of the proposals based on their adjusted score.

REQUIRED CONTENTS OF BIDDING PROPOSALS FEDERAL-AID SURFACE TRANSPORTATION PROGRAM PROJECTS

1) **FHWA-1273**

Each set of contract documents shall include FHWA-1273, “Required Contract Provisions, Federal-aid Construction Contracts,” and such supplements that may modify the FHWA-1273. Copies of FHWA-1273 and supplements will be provided by the Department.

2) **Anti-Collusion and Debarment Certification**

The certification shall either be in the form of an affidavit executed and sworn to by the bidder before a person who is authorized by the laws of the State to administer oaths or in the form of an unsworn declaration executed under penalty of perjury of the law of the United States. The required form for the Anti-Collusion and Debarment Certification will be provided by the Department. The certification includes:

- Anti-collusion - A statement executed by, or on behalf of the person, firm, association, or corporation submitting the bid certifying that such person, firm, association, or corporation has not, either directly or in-directly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.
- Debarment - A statement regarding debarment, suspension, ineligibility and voluntary exclusion as required by Title 49 of the Code of Federal Regulations, Part 29 (49 CFR 29).

Failure to submit the executed Certification as part of the bidding documents will make the bid nonresponsive and not eligible for award consideration.

3) **Lobbying Certification**

This certification is required by 49 CFR 20. The form for this certification will be provided by the Department.

4) **Davis-Bacon Pre-determined Minimum Wage Rates**

Davis-Bacon requirements apply to all projects greater than \$2,000 that are physically located within the existing right-of-way of a functionally classified city street. The Davis-Bacon wage rates will be provided by the Department.

CITY / COUNTY LETTERHEAD

JOB NUMBER
JOB DESCRIPTION
COUNTY

Title to the right of way necessary for the construction of this project has been acquired, *or will be acquired*, in accordance with applicable Federal Highway Administration procedures.

↓ indicate total number in each category here. Delete any categories not used in this job.

- ___ Tract(s)
 - ___ Options(s)
 - ___ Paid
 - ___ Donation(s)
 - ___ Negotiation Pending* - include tract number(s) and statement: "It is anticipated that this/these tract(s) will be acquired by (date)."
 - ___ Condemnation(s) – (include Order of Possession date)
 - ___ Condemnation(s) Pending* - include tract number(s) and anticipated filing date
- * If applicable

↓delete the statement in each pair that does not apply

There are no displacees on this project.

-Or-

Relocation Assistance has been provided in accordance with applicable Federal Highway Administration procedures and all displacees have moved from this project. There was/were # displaced (residence(s)/business(es)/personal property/etc) on the project.

There are no structures located within the right of way area.

-Or-

All structures have been removed from this project, except for those to be included as demolition items in the highway contract.

No conflicting utilities are known to exist in the right of way area.

-Or-

Necessary utility relocation has been, or will be, completed as shown in the attached Utility Status Report.

There are no railroads involved on this project

-Or-

Tract(s) # ___ shown above include(s) # ___ (Permanent/Temporary Construction Easements) for ___ Railroad.

No right of way in excess of that needed for construction or future maintenance of this project was acquired.

Certified by: _____
(Type name)
(Type title)

Date: _____

CERTIFICATION LETTER
REQUESTING ADVERTISEMENT FOR BIDS

DATE

Mr. Emanuel Banks
Deputy Director and Chief Engineer
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: Job #
Job Name
County

Dear Mr. Banks:

The following documents are submitted concerning the referenced project:

1. One reproducible set of plans and specifications.
2. A copy of the engineer's estimate of cost.
3. Copies of any technical specifications or special provisions.

I certify that the plans, specifications and estimate were prepared by or under the direct supervision of a Professional Engineer licensed to practice in the State of Arkansas and that the plans and specifications were developed using the Arkansas State Highway and Transportation Department's *Standard Specifications for Highway Construction (latest edition)* and standard drawings, and comply with the Americans with Disabilities Act (ADA), the American Association of State Highway and Transportation Officials (AASHTO) design standards, and all other applicable state and federal regulations, including airport clearance when necessary, for the type of work involved.

I understand that if any project items are declared non-participating in federal funds due to failure to comply with any State or federal requirements, the City will promptly repay such funds to the Arkansas State Highway and Transportation Department (AHTD). Further, I hereby authorize the Director of the Arkansas State Department of Finance and Administration to transfer such funds from the City's gasoline tax allotment to the AHTD's RRA Fund upon notification by the Director of Highways and Transportation that such funds are due AHTD and have not been paid by the City.

Approval to proceed with advertisement of the project for bids is requested.

Sincerely,

NAME & OFFICE
(Sponsor's CEO)

Enclosures

GUIDELINES FOR ADVERTISING AND OPENING BIDS FEDERAL-AID PROJECTS

Upon receipt of written authorization from the Arkansas State Highway and Transportation Department, the project may be advertised for bids. The following minimum guidelines for advertising must be met:

- The minimum advertising period is three weeks.
- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of two times in a statewide newspaper.
- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.
- The Sponsor will include the following language in the solicitation for bids:

“The Sponsor hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.”
- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read (the sponsor may choose to read the bids item by item).
- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.
- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.
- **Negotiation with contractors during the period following the opening of bids and before the award of the contract is not permitted.**

CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Mr. Emanuel Banks
Deputy Director and Chief Engineer
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: Job #
Job Name
County

Dear Mr. Banks:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. Justification of award (if low bid amount is greater than 10% over the estimate).
3. A check for \$1,000 for AHTD construction involvement.

I certify that the referenced project was advertised and bids were received in accordance with the regulations governing Federal-aid projects and all other applicable state and federal regulations, and that this process has been reviewed and approved by the City Attorney. Additionally, I certify that the bid is being awarded to the lowest responsive and qualified bidder and that there has not been, nor will there be, any negotiations with the contractor or other bidders regarding the amount bid.

Your concurrence in the award of this contract to CONTRACTOR is requested.

Sincerely,



Mayor

City Attorney

Enclosures

CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST

Job No.: _____
 FAP: _____
 County: _____
 Job Name: _____
 Payee/Sponsor: _____
 address _____
 Federal Tax ID No.: _____

DATE: _____
 PAY REQUEST # _____
 FROM: _____ TO: _____

SPONSOR'S REQUEST FOR PAYMENT

- 1 Maximum Approved Federal-aid Amount _____
- 2 Original Contract Amount _____
- 3 Net Changes by Change Orders _____
- 4 Present Contract Total _____
- 5 Present Federal-aid Amount (80% of Line 4 or Amount on Line 1, whichever is less) _____
- 6 Work Completed to Date _____
- 7 Federal Match (80% of Line 6 or amount on Line 5, whichever is less) _____
- 8 Previous Reimbursements (Federal) _____
- 9 **Amount Due this Estimate** _____
 (subtract Line 8 from Line 7)

Designated Full Time Employee In Responsible Charge

The information provided in this document is true and correct and I recommend that payment be made to the Contractor for this work.

By: _____ Date: _____
 Title: _____

Sponsor's CEO

Payment is requested from the Arkansas State Highway and Transportation Department for the Amount Due. I certify that the Contractor and/or subcontractor(s) are complying with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the work has been completed by the Contractor in accordance with the plans and specifications; and that the Contractor has been paid for this work.

By: _____ Date: _____
 Title: _____

CHANGE ORDER SUMMARY

	ADDITIONS	DEDUCTIONS
Total changes previously approved		
Total approved this Request Period		
TOTALS		
NET CHANGES by Change Order (Line 3 above)		

DEPARTMENT USE ONLY

Recommended for Payment in
 Accordance with Project Agreement

 Resident Engineer

Approved for Payment

 State Construction Engineer

PAID

Voucher No. _____

Date: _____

**CONSTRUCTION CERTIFICATION AND REIMBURSEMENT REQUEST
DETAIL ESTIMATE**

Revised: 12/19/13

JOB NUMBER: _____ REQUEST NO: _____ DATE: _____
 FAP: _____ FROM: _____ TO: _____
 JOB NAME: _____ CONTRACTOR: _____
 SPONSOR: _____

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STOCKPILED (NOT IN D or E)	G TOTAL COMPLETED & STOCKPILED TO DATE (D+E+F)	H % COMPLETED (G ÷ C)	I BALANCE TO FINISH (C - G)
			PREVIOUS REQUESTS	THIS PERIOD					
	GRAND TOTALS								

Attachment H

COPY OF SPONSOR'S PAYMENT CHECK FOR THIS ESTIMATE MUST BE ATTACHED TO THIS FORM

Sponsor
LPA Report of Daily Work Performed

Job Name: _____ Job No.: _____

FAP No.: _____ Contractor: _____

Date: _____ Hours Worked: _____ – _____ Report No.: _____

Project Conditions

<u>Site Conditions</u>	<u>Weather</u>	<u>Contractors Personnel</u>
___ Useable	___ Sunny	___ Laborers
___ Partly Useable	___ Partly Cloudy	___ Carpenters
___ Not Useable	___ Rain	___ Concrete Laborers
Min Temp. (F) ___	Rainfall Amt. (in.) ___	___ Equip. Operators
Max Temp. (F) ___		___ Electricians
<u>Comments</u> 		___ Plumbers
		___ Foreman
		___ Other _____
		___ Other _____

Location and Description of Work Performed

Special Instructions and/or Conversations

Signed: _____
Designated Full-time Employee

SPONSOR
LPA Final Acceptance Report

Job Name:		Date:
Job No:	FAP No:	
County:	Route:	
Contractor:		
Date Work Began:	Date Work Completed:	
Attendees:		
Remarks:		
Project Completed in Substantial Compliance with Plans and Specifications and Recommended for Final Acceptance by Sponsor	Recommended for Acceptance in Accordance with Project Agreement	
<hr style="width: 80%; margin: 0 auto;"/> Engineer/Architect	<hr style="width: 80%; margin: 0 auto;"/> AHTD Resident Engineer	

Project Recommended for Acceptance

Designated Full-time Employee: _____

I certify that the Contractor and/or subcontractor(s) have complied with the provisions of FHWA-1273, Required Contract Provisions, Federal-aid Construction Contracts, and Supplements; that the project has been completed by the Contractor in accordance with the plans and specifications; that the Contractor has been paid for this work, and the project is hereby accepted.

SPONSOR's CEO

49 CFR 18.42

UNIFORM ADMINISTRATIVE REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS TO STATE AND LOCAL GOVERNMENTS

Post-Award Requirements

Retention and access requirements for records.

(a) *Applicability.* (1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or subgrantees which are:

(i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 18.36(i)(10).

(b) *Length of retention period.* (1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and subgrantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or subgrantee.

(c) *Starting date of retention period--(1) General.* When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or subgrantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) *Real property and equipment records.* The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) *Records for income transactions after grant or subgrant support.* In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the

end of the grantee's fiscal year in which the income is earned.

(4) *Indirect cost rate proposals, cost allocations plans, etc.* This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) *Substitution of microfilm.* Copies made by microfilming, photocopying, or similar methods may be substituted for the original records.

(e) *Access to records--(1) Records of grantees and subgrantees.* The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) *Expiration of right of access.* The right of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) *Restrictions on public access.* The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records unless required by Federal, State, or local law, grantees and subgrantees are not required to permit public access to their records.

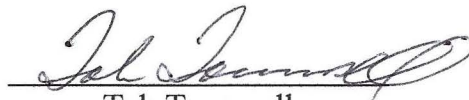
CERTIFICATION FOR GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, and contracts and subcontracts under grants, sub grants, loans and cooperative agreements) which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF
CONWAY



Tab Townsell
Mayor

Federal Funding Accountability and Transparency Act (FFATA)

Reporting Requirements

(For more information go to <https://www.fsrs.gov/>)

FFATA was signed on September 26, 2006. The intent is to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov.

A Prime Grant Recipient (hereinafter called AHTD (the Arkansas State Highway and Transportation Department)) awarded a new Federal grant greater than or equal to \$25,000 as of October 1, 2010 is subject to FFATA sub-award reporting requirements as outlined in the Office of Management and Budget guidance issued August 27, 2010. **AHTD is required to file a FFATA sub-award report for any sub-grant awarded to a sub-awardee greater than or equal to \$25,000.** As a sub-awardee, _____ shall provide the following information to AHTD in order to fulfill FFATA reporting requirements:

- ✓ A unique identifier (Dun & Bradstreet DUNS Number) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity;
- ✓ The names and total compensation of the five most highly compensated officers of the sub-awardee if the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee – DUNS Number: _____

Parent (if applicable) – DUNS Number: _____

(B) In the preceding completed Federal fiscal year, did your business or organization (the legal entity to which the DUNS number entered above belongs) receive (1) 80 percent or more of its annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Yes / No (Circle one)

If "Yes" is selected, answer (C).

(C) Does the public have access to information about the compensation of the executives in your business or organization (the legal entity to which the DUNS number entered above belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes / No (Circle one)

If "Yes" is selected, visit <http://www.sec.gov/edgar.shtml> for reference.

If "No" is selected, answer (D).

(D) **If "No" was selected in Question "C"**, complete the following information for the five (5) most highly compensated executives in your business or organization (the legal entity to which the DUNS number entered above belongs). Amount should reflect the Total Compensation Amount in the preceding completed Federal fiscal year in U.S. whole dollars.

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

1. Name: _____ Amount: \$ _____

2. Name: _____ Amount: \$ _____

3. Name: _____ Amount: \$ _____

4. Name: _____ Amount: \$ _____

5. Name: _____ Amount: \$ _____