APPROVAL OF RFQ 20-01 CONTRACT WITH MODUS STUDIO FOR ARCHITECTURAL SERVICES FOR A RESTROOM AND PAVILION AT CENTENNIAL PARK AT MILLSAP MOUNTAIN IN THE AMOUNT NOT TO EXCEED $61,000, APPROVE A 10% CONTINGENCY IN THE AMOUNT OF $6,100, AND APPROVAL OF A BUDGET ADJUSTMENT.

Budget Impact:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>4605.860.7501-5860.02</th>
<th>4605 - Parks Projects 2019 Bonds</th>
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<tr>
<td>Project Number</td>
<td>46050.7501</td>
<td>Centennial Park Restroom/Pavilion</td>
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<th>Budgeted Item?</th>
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<td>Remaining Budget</td>
<td>$566,443.32</td>
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Purchase Order Number: ____________________________  Previous Ordinance or Resolution #: ____________________________
Change Order Number: ____________________________  Approval Date: ____________________________
Original Contract Number: ____________________________  Comments: ____________________________
MEETING OF SEPTEMBER 1, 2020

TO: Mayor and City Council

THRU: Susan Norton, Chief of Staff  
       Paul Becker, Chief Financial Officer  
       Connie Edmonston, Director Parks

FROM: Wade Abernathy, Director Bond and Construction Projects

DATE: August 14, 2020

SUBJECT: RFQ 20-01 Contract for Architectural Services for Centennial Park Restroom and Pavilion

RECOMMENDATION:
Staff recommends approval of an Architectural Contract with Modus Studios in the amount of $61,000 and approve a 10% contingency in the amount of $6100 for Architectural Services for the Restroom and Pavilion at Centennial Park on Millsap Mountain.

BACKGROUND:
In early 2018, the City of Fayetteville accepted a grant from The Walton Family Foundation, Inc. to purchase approximately 228 acres known as “Centennial Park at Millsap Mountain” for the development and expansion of a soft surface trails system for competitive and general recreation opportunities. As designated in the grant and as planning guidance, the Trailblazers, in conjunction with the City and general public, developed a master plan for the park. This plan was reviewed and approved by Fayetteville City Council on June 4, 2019.

In July of 2019, a resolution was passed for a contract with ECI for engineering services and construction administration for the phase 1 development of Centennial Park.

In April of 2020, a resolution was passed for a contract with Crossland Heavy Contractors for the city sponsored work, with a portion of the work being funded by the Trailblazers as outlined in a Cost Share Agreement.

DISCUSSION:
The scope of this project includes a new pavilion and plaza space to provide flexible use and to serve as a centerpiece to the park with opportunities for the citizens of Fayetteville to gather.
BUDGET/STAFF IMPACT:
This contract will be funded with phase 1 Bond proceeds and will use available contingency funds reserved for this specific project.

Attachments:
Contract
Exhibit A Modus Scope
CONTRACT AGREEMENT FOR
PROFESSIONAL ARCHITECTURAL SERVICES
FOR THE PAVILION AND PLAZA SPACE
FOR CENTENNIAL PARK
Vendor: Modus Studio, PLLC

THIS AGREEMENT is executed this __________ day of ______________________, 2020, by and between the City of Fayetteville acting by and through its Mayor (hereinafter called CITY OF FAYETTEVILLE or CITY) and MODUS STUDIO, PLLC (hereinafter called ARCHITECT or MODUS).

CITY OF FAYETTEVILLE from time to time requires professional ARCHITECTURAL and Engineering services in connection with the evaluation, design, construction drawings, bidding, and/or construction observation of capital improvement projects. MODUS was selected through RFQ 20-01, Selection 20 to provide the scope of work outlined and identified in this contract. Therefore, City and MODUS in consideration of their mutual covenants agree as follows:

MODUS shall serve as the professional architectural 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 architect registered in the State of Arkansas and qualified in the particular field.

1. Contracted parties:
   a. This agreement shall be binding between all parties. Fees for architectural 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.
   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. Exhibit A: Architectural Services Proposal
      ii. Exhibit B: RFQ 20-01, Engineering and Architectural Services
      iii. Exhibit C: MODUS STUDIO, PLLC Response to RFQ 20-01
      iv. Exhibit D: MODUS STUDIO, PLLC current Certificate of Insurance
   b. This agreement may be modified only by a duly executed written instrument signed by the CITY and MODUS.

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. MODUS: Attention: Chris m. Baribeau, AIA, 15 N Church Ave, #102, Fayetteville, AR 72701

4. Fees, Expenses, and Payments:
   a. The maximum not-to-exceed amount authorized for this agreement is $61,000.00 US DOLLARS which includes the services and reimbursable allocations shown below. Progress payments shall be paid to the MODUS as described in Exhibit A.
      i. Schematic Design: $8,000
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>ii. Design Development</td>
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</tr>
<tr>
<td>iii. MEPFP Engineering</td>
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<td>iv. Structural Engineering</td>
<td>$9,000</td>
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<tr>
<td>v. Construction Documents</td>
<td>$20,000</td>
</tr>
<tr>
<td>vi. Bidding + Negotiations</td>
<td>$1,000</td>
</tr>
<tr>
<td>vii. Construction Administration</td>
<td>$8,000</td>
</tr>
<tr>
<td>viii. Reimbursables</td>
<td>$1,000</td>
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</tbody>
</table>

b. **MODUS** 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 MODUS 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 OF FAYETTEVILLE may designate for professional services consistent with MODUS 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 MODUS 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 OF FAYETTEVILLE’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, MODUS 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 MODUS 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 MODUS or sureties under this Agreement.

5. **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.

6. **Jurisdiction:** Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

7. **Venue:** Venue for all legal disputes shall be Washington County, Arkansas.

8. **Freedom of Information Act:** City of Fayetteville contracts and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the 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.
9. **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.

10. **Omissions by the Architect:** If MODUS 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, MODUS will not receive a fee for work associated with the Change Order.

11. **Insurance:** MODUS 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, MODUS 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, MODUS 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. MODUS 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. The City shall be listed as additional insured entity.

12. **Professional Responsibility:** MODUS 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 MODUS any defects or suspected defects in services of which CITY OF FAYETTEVILLE becomes aware, so MODUS 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 MODUS.

13. **Responsibility of the City of Fayetteville**
   
a. CITY OF FAYETTEVILLE shall, within a reasonable time, so as not to delay the services of MODUS:
   
i. Provide full information as to the requirements for the Project.
   
ii. Assist MODUS by placing at MODUS’ disposal all available information pertinent to the assignment including previous reports and any other data relative thereto.
   
iii. Assist MODUS in obtaining access to property reasonably necessary for MODUS to perform its services under this Agreement.
   
iv. Examine all studies, reports, sketches, cost opinions, proposals, and other documents presented by MODUS and render in writing decisions pertaining thereto.
   
v. Review all documents and provide written comments to MODUS in a timely manner.
   
vi. 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.

14. **Cost Opinions and Projections:** Cost opinions and projections prepared by MODUS relating to construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, cost estimating, and operating results are based on MODUS’ experience, qualifications, and judgment as
a design professional. Since MODUS 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, MODUS does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost opinions and projections prepared by MODUS.

15. 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. MODUS 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 services authorized and the time in which the services are to be completed. The anticipated schedule for this project is included as an Appendix.

16. 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 MODUS is given:

      i. Not less than ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate,

      ii. An opportunity for consultation with the terminating party prior to termination.

   c. If termination for default is effected by CITY OF FAYETTEVILLE, an equitable adjustment in the price provided for in this Agreement shall be made, but

      i. No amount shall be allowed for anticipated profit on unperformed services or other work,

      ii. Any payment due to MODUS at the time of termination may be adjusted to cover any additional costs to CITY OF FAYETTEVILLE because of MODUS’ default.

   d. If termination for default is effected by MODUS, or if termination for convenience is effected by CITY OF FAYETTEVILLE, the equitable adjustment shall include a reasonable profit for services or other work performed. The equitable adjustment for any termination shall provide for payment to MODUS for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by MODUS relating to commitments which had become firm prior to the termination.

   e. Upon receipt of a termination action, MODUS 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 MODUS in performing this Agreement, whether completed or in process.

RFQ 20-01, Engineering & Architectural Services – Selection 20 for Pavilion and Plaza Space for Centennial Park
Last Revised: 08.11.20 – Page 4 of 9
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 MODUS to fulfill contractual obligations, it is determined that MODUS 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.

17. Delays

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

b. In the event the services are suspended or delayed by MODUS, 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.

18. Rights and Benefits

a. MODUS’ services shall be performed solely for the benefit of CITY OF FAYETTEVILLE and not for the benefit of any other persons or entities.

19. Dispute Resolution

a. Scope of Paragraph: The procedures of this Paragraph shall apply to any and all disputes between CITY OF FAYETTEVILLE and MODUS 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 MODUS 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 MODUS 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 MODUS 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 MODUS 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.

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

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

22. **Indemnification:**
   a. MODUS 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 MODUS’ capacity as an architect, and caused by any willful or negligent error, omission, or act of MODUS or any person employed by it or anyone for whose acts MODUS is legally liable.

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. MODUS 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 MODUS as part of the Services shall become the property of CITY OF FAYETTEVILLE when MODUS has been compensated for all Services rendered, provided, however, that MODUS shall have an unrestricted perpetual license right to their use. MODUS 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 MODUS.
   c. Any files delivered in electronic medium may not work on systems and software different than those with which they were originally produced. MODUS 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 MODUS:**
   a. Review, approval, or acceptance of design drawings, specifications, reports and other services furnished hereunder by CITY shall not in any way relieve MODUS 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. MODUS shall be and shall remain liable, in accordance with applicable law, for all damages to CITY OF FAYETTEVILLE caused by MODUS’ negligent performance, except beyond the MODUS 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. MODUS’ obligations under this clause are in addition to MODUS’ 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 MODUS for faulty materials, equipment, or work.

d. Deliverables for Record Documents or “as-builts” shall be defined as the following. MODUS will provide one set of Drawings in digital (PDF) format that includes final revisions formalized by MODUS through the course of the Work. Field revisions as supplied by the CMAR to MODUS at close out shall be included as part of MODUS “As-Builts”. MODUS will also provide AutoCAD compatible (DWG) vector format digital background files of a project site plan, floor plans and ceiling plans.

25. Audit and Access to Records:

a. MODUS 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. MODUS shall also maintain the financial information and data used by MODUS 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. MODUS 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 in excess of $10,000 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 MODUS.
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. MODUS 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 MODUS 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 MODUS or any of MODUS’ 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 MODUS 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 MODUS as it could pursue in the event of a breach of the Agreement by MODUS. 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 MODUS incurs in providing any such gratuities to any such officer or employee.

28. Clarification and Understanding of all parties:

   a. The citizens of Fayetteville voted to authorize the Fayetteville City Council to issue bonds to fund this project.

   b. All parties agree and acknowledge that all funds derived from the City’s sale of the bonds may only be spent or used for purposes authorized by the City voters and applicable state law.

   c. The City of Fayetteville intends to prominently display a bronze or comparable material plaque or other means of display inside the main lobby or other designated area stating, “The City of Fayetteville thanks the citizens and taxpayers of Fayetteville for their over $XX million investment for the project name and year”. Wording shall be finalized with the CITY prior to procuring the plaque.

29. Equal Employment Opportunity: The parties hereby incorporate by reference the Equal Employment Opportunity Clause required under 41 C.F.R. § 60-1.4, 41 C.F.R. § 60-300.5(a), and 41 C.F.R. § 60-741.5(a), if applicable.

   a. Architect shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their
race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these
regulations require that covered prime contractors and subcontractors take affirmative action to employ
and advance in employment individuals without regard to race, color, religion, sex, sexual orientation,
gender identity, national origin, protected veteran status or disability.

b. Architect and subconsultants certify that they do not maintain segregated facilities or permit their
employees to perform services at locations where segregated facilities are maintained, as required by 41
CFR 60-1.8.

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

CITY OF FAYETTEVILLE, ARKANSAS  MODUS STUDIOS, PLLC

By: ______________________ By: ______________________
LIONELD JORDAN, MAYOR  CHRIS M. BARIBEAU, AIA, PRINCIPAL ARCHITECT

ATTEST:

By: ______________________
Kara Paxton, City Clerk

Date Signed: _______________________  Date Signed: 2020.08.11

END OF AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES
01. PROJECT SCOPE

01.1 Goals

The services outlined in this proposal are for the design and documentation of a new pavilion and plaza space for Fayetteville’s Centennial Park. The new pavilion and adjacent outdoor spaces will provide flexible use and serve as a centerpiece to the park where shade, bathroom facilities and opportunities for the citizens of Fayetteville to gather will culminate in a uniquely Ozark construction.

Dedicated collaboration and cohesive team communication will be critical to the success of this project. The design will be a beacon for craft in construction and fitting for the unique time and unique place reinforcing the strong and genuine identity of our great city. The project will include creating quality spaces that inform community interaction.

Regardless of certifications, the project will pursue sustainability goals relative to the design of the building and site development with the focus of building healthy places at the heart of the design strategies. Additionally, the design team will work to keep the project in budget.

01.2 Scope

- Master planning of the primary plaza with an understanding of approach, procession, and ultimately function within the park.
- Plaza
  - Designed to accommodate educational and recreational groups
  - Multiple seating/gathering areas
  - Design to capture prominent views and site features
  - Provides orientation information to visitors (accommodation of signage/kiosks/etc.)
- Pavilion
  - Approximately 1,800 SF
  - 4-6 Restrooms (in pavilion or separate)
  - Covered outdoor space for shade, gathering and events
  - Potential fireplace/firepit area
  - Bike repair facilities/bike parking
  - Maintenance support spaces
  - Drinking fountains
  - Seating/gathering areas
  - Wayfinding and Information Kiosks
  - Well lit for safety and ambiance
- Anticipated budget: $550,000
02. DELIVERABLES AND SERVICES

02.1 Deliverables

.1 Schematic Design:

Conceptual design drawings, including:

- Kickoff Programming Charrette
- Conceptual sketches
- Conceptual diagrams
- Architectural site plan @ appropriate scale
- Building plans @ appropriate scale
- Building elevations @ appropriate scale
- Building sections @ appropriate scale
- 3D digital model (BIM)
- 3D vignettes/renderings
- Consultant coordination + meeting facilitation
- City/County coordination as required
- Physical site/massing model @ appropriate scale

.2 Design Development:

Further development of the evolving material design and detailing, including:

- Architectural site plan @ appropriate scale
- Building plans @ appropriate scale
- Building elevations @ appropriate scale
- Building sections @ appropriate scale
- Thematic details @ 1-1/2" = 1"
- Finish schedules
- City/County coordination
- Consultant coordination + meeting facilitation
- 3D renderings (updated views)

.3 Construction Documents:

All applicable permitting and construction drawings and documents, including:

- Architectural site plan @ appropriate scale
- Enlarged architectural site plans @ 1/8" = 1' as required
- Life safety plans
- Complete building + code summary
- ADA and general notes
- Dimensioned + noted building plans
- Dimensioned + noted building elevations
- Dimensioned + noted building sections
- Dimensioned + noted wall sections
. Plan details as required @ 3” = 1'
. Elevation details as required
. Section details @ 3” = 1’
. Window/door schedules
. Window/door head, jamb, and sill details
. All necessary enlarged interior plans and elevations
. All required interior details
. All necessary vertical circulation plans/sections/details
. Millwork elevations/sections/details
. Finish and material schedules
. Project Manual (specifications, etc.)
. Consultant coordination + meeting facilitation
. Standard life safety signage
. Coordinated lighting and electrical with MEP consultant
. Revised 3D renderings

.4 Bidding + Negotiations:

Coordination of permitting process, including:

. Facilitation of permitting process with review staff
. Answering bid RFI’s as required
. Issuing of revisions/addenda as required
. Review of budgets and bids

.5 Construction Administration:

Perform duties as outlined in the referenced AIA Contract, including:

. Weekly or biweekly site visits for construction observation
. Submittal/shop drawings review and coordination (maximum of 2 reviews per submittal item)
. Answering requests for information
. Issuing Architect’s Supplemental Instructions as required
. Review and approval of Change Orders as required
. Review of payment applications
. Substantial completion review and closeout documentation
. (1) Punch list per building and (1) follow-up observation

NOTE: Refer to consultants’ proposals for scope of services per design phase and during construction
02.2 Services

.1 Basic architectural services include the following within the modus studio fee:

.Code Consultant (as needed)

.2 Basic architectural services do not include the following within the modus studio fee, but may be contracted under modus studio:

.MEPFP Engineering
.Structural Engineering
.Landscape Architect
.Lighting Designer
.Acoustic Designer
.Sustainability Consultant (if pursued)
.Final marketing/graphics imagery
.Environmental graphics/signage
.Full Scale Mockup Construction
.Cost Estimator
.Low Voltage (including access control)

.3 The following consultants will be required for the project but shall be contracted directly by the Owner.

.Surveyor
.Civil Engineering
.Geotechnical Engineer

.4 Design Meetings: Typically facilitated on a bi-weekly basis.

.5 Pre-Construction Coordination + Value Management:

It is understood that this project’s design process could include a Contractor providing Pre-Construction Services as part of the overall team. It is critical that the selected Contractor be capable and adept at documenting pricing, alternates, qualifications, and value engineering items in a clear, concise, and properly tracked manner. Furthermore, the Pre-Construction Services shall include a thorough constructability review resulting in a Constructability Report (example can be provided by modus studio of expected format). This ensures the Pre-Construction Services are meaningful and requires the contractor to engage the actual personnel responsible for construction to be a part of the design review process.

The GC/CM shall be directed by the Owner to use a bidding and estimating set of tools/spreadsheets that are provided by modus studio or collectively agreed upon by Architect and Owner and mandated to the selected GC/CM. If modus studio must
provide the tracking due to inadequate or unclear documents from the Contractor, additional services will be incurred at standard hourly rates.

**modus studio** will provide Value Management considerations to achieve the target budget. This analysis is a comprehensive and collaborative approach that includes the Architect, Owner, Consultants, and Contractor. All Value Management considerations will be reviewed and selected at the completion of the Design Development Phase Pricing for inclusion in the Construction Documents. Value Management changes to the drawings that are requested beyond the **85% Construction Document Phase** will be billed as Additional Services. If the Owner chooses to carry allowances for significant portions of the work, additional services may be required to resolve those allowances during construction.

.6

**Digital Protocol:**

Various forms of digital media/data/files will be used during the design and construction of the project. A shared project folder for use by Architect, Owner, Consultants, and General Contractor will be hosted and organized by modus studio.

Only stamped, sealed, signed and official documents may be used for actual Construction or as provided as responses to RFI’s, Submittals, ASI’s and PR’s that are generated by modus studio and its consultants. The primary form of digital files will be in .PDF format.

Outside requests for Revit and AutoCAD file types will be made available upon acceptance of modus studio’s standard Release Waiver.

Construction Management Software shall be hosted/utilized by the selected Contractor or Owner for the purposes of documenting all construction related communication and documents. Architect and Owner shall be given access to these platforms for regular use throughout the duration and closeout of the project.
03. COMPENSATION

03.1 Fee Calculation

Fees for the design services are based on the goals and scope as defined in Section 01 and cover the stated deliverables and services for the project as defined in Section 02.

Any increase in scope will require fee adjustment to be openly discussed and agreed to in writing by the Owner and Architect prior to proceeding with the work. Any work that has been completed by the design team will be compensated accordingly, regardless of scope reductions that may occur during the design process.

The calculated Fixed Fees for services are as outlined below.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>.1 Schematic Design:</td>
<td>$8,000</td>
</tr>
<tr>
<td>.2 Design Development:</td>
<td>$7,000</td>
</tr>
<tr>
<td>.3 Construction Documents:</td>
<td>$20,000</td>
</tr>
<tr>
<td>.4 Bidding + Negotiations:</td>
<td>$1,000</td>
</tr>
<tr>
<td>.5 Construction Administration:</td>
<td>$8,000</td>
</tr>
<tr>
<td><strong>Total Basic Services Fees:</strong></td>
<td><strong>$44,000</strong></td>
</tr>
</tbody>
</table>

The services below are not included within the architectural services fees outlined above, but are incorporated into the overall Basic Services.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>.6 MEPFP Engineering:</td>
<td>$7,000</td>
</tr>
<tr>
<td>.7 Structural Engineering:</td>
<td>$9,000</td>
</tr>
</tbody>
</table>
03.2 Hourly Rates

.1 Standard hourly rates for additional services will be billed at the following:

**Architectural:**
- Modus Principal: $250
- Modus Associate: $175
- Design Manager: $150
- Designer 2: $75
- Designer 1: $60
- Interior Designer: $100
- Graphic Designer: $50

**Other:**
- Per consultant’s proposals for hourly rates and hourly billed items

03.3 Additional Services / Compensation

.1 All reimbursable expenses shall be billed to the Owner at (1.10) times cost and appropriate backup will be presented with each invoice. These expenses relative to modus studio are projected to not exceed $1,000.

Reimbursable expenses from consultants will be passed through directly and are not included in the total above.

Reimbursable expenses include, but are not limited to:

- Printing and reproduction (in-house and outsourced printing).
- Postage/courier services.
- Out of town travel mileage/fare as approved or requested by the City, billed according to current federal mileage rates.
- Direct fees to the US Green Building Council (if any) are not included.
- Direct fees for state/city approvals and documentation (if any) are not included.

.2 Owner changes after the Issue for Construction package will be invoiced at standard hourly rates.

.3 Coordination of Low Voltage consultant(s) may require additional services depending on the experience level and capability of the Owner’s selected consultant.

.4 Construction Administration fees are allocated for an anticipated total construction phase of **5 Months**.
04. AGREEMENT

04.1 Billing + Procedure

.1 No retainer will be required for initiation of this project.

.2 All documents and files produced by modus studio are instruments of service in respect to this project. The Architect and the City shall share an ownership and property interest in the documents and files produced, including the copyright and the right to reuse at the discretion of the Architect. All documents will bear the modus studio logo for clear documentation and proper crediting of the work.

.3 modus studio is committing the necessary resources for this project with the clear understanding that we will be the sole architect for this project. The extensive work and concepts we produce cannot be used by the Owner or any other Architect or Consultant without the express written consent and approval by modus studio. The Owner agrees that all documents created by modus studio relative to this Project are the property of modus studio, but the Owner retains the right for use of all produced documents for the advancement, marketing, operations, and upkeep of this Project. Furthermore, the Owner agrees that any documents provided to modus studio are clear of all copyright and that the Owner has the express written consent from any other party to share the documents as reference, thus indemnifying modus studio of any intellectual property infringement.

.4 All fees required for consultants used during the project will be added via amendment to this agreement upon the Owner’s approval of the consultant services/proposals.

.5 Re-use of this design/prototype on future sites is subject to negotiation with modus studio.

.6 The Owner agrees that payment of fees for work performed as stated in this agreement is not contingent upon any third party for financing or approval, and that all services rendered will be diligently and thoroughly compensated regardless of any changes in scope.

.7 Any additional services will be agreed upon in writing by both Owner and Architect before proceeding.

.8 All work is to be performed in accordance with local, county, state, and federal laws and requirements.

.9 If claims or disputes arise, the standard procedure will be Mediation then Litigation.

.10 modus studio will provide a project schedule once agreed upon by Owner and Architect per ongoing communication and understanding of the project. The project schedule will be Exhibit B to accompany the complete contract. The project schedule will focus on the Design Phase with anticipated total Construction Phase duration. It is solely the
responsibility of the selected Contractor to manage and control a Critical Path Method Schedule for the Construction Phase.

.11 **modus studio** will provide proof of insurance and certificate of current registrations in Exhibit D to accompany the complete contract.

.12 Billing for Architectural Services will be processed monthly based on the current percentage of completion of the current phase. A single invoice will be presented each month, representing all-inclusive work from all consultants. The Architect will be the point of contact and disburse consultant payments thereafter. All dollar amounts in this proposal are in US Dollars. **modus studio** operates under the following ‘Tight Ship Policy’, and is thus incorporated as part of this proposal agreement:

**TIGHT SHIP POLICY**

Modus Studio is committed to providing a sound policy regarding invoicing and bill processing relative to our work and workflow. Outlined below are a series of basic steps and processes we have implemented to increase our transparency and manage expectations regarding our accounting interactions with both clients and consultants. The following is a basic outline used on a monthly basis:

**Days 1-5**
All consultants to have invoices covering the previous work period emailed to books@modusstudio.com. No snail mail, ever.

**Days 5-9**
Modus Studio principals will have invoicing log completed for generation of invoices.

**Days 10-14**
All invoices will be generated and ready for final review by the principals.

**Day 15**
All invoices will be distributed to clients. Clients have Net 30 days from the date the invoice is received to pay invoices.

Modus Studio releases checks on the closest business day to Day 15 and Day 30 of each month. Checks to consultants will be cut and mailed on the closest Day 15/30 to date in which payment is received from the client.

.13 **modus studio** and Owner agree that the Architect will be allowed to review the Contract for Construction prior to execution if the Owner is going to have the Architect Administer the Contract.

.14 **modus studio** will not be held responsible or obligated to any contract established by the Owner other than this proposal and the AIA contract below.

.15 Upon agreement of this Exhibit A proposal for Basic Architectural Services, both parties will sign the City of Fayetteville design services contract with amendments and riders as approved by both the Owner and Architect. The language of this Exhibit A shall not be superseded by any other contract.
04.2 Validation

.1 Owner and Architect to provide signatures and date of validation of this document as: Exhibit A – Architectural Services Proposal to the contract stated above.

Mayor Lioneld Jordan  
City of Fayetteville

Chris M. Baribeau, AIA  
modus studio, pllc and/or assigns

[Signatures]

[Date]
REQUEST FOR STATEMENT OF QUALIFICATION
RFQ 20-01, Engineering and Architectural Services

It is the intent for the accepted responses to this solicitation to be considered for all engineering and architectural selections for 2020.

The City may select engineers and architects for bond projects from this RFQ.

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 in sealed envelopes labeled with the solicitation number, solicitation name, and the name and address of the firm.

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 undersigned hereby offers to furnish & deliver the articles or services as specified, at the prices & terms stated herein, and in strict accordance with the specifications and general conditions of submitting, all of which are made a part of this offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Proposer/Bidder and City Purchasing Manager.
NO STATEMENTS WILL BE ACCEPTED AT A LATER DATE.
The City of Fayetteville, Arkansas, is requesting statements of qualifications from firms interested in providing engineering, architectural, & land surveying services for 2020 street, drainage, bridge, water & sewer, trails, parks and other projects.

To be considered, statements of qualification shall be received at the City Administration Building, City Hall, Purchasing – Room 306, 113 West Mountain, Fayetteville, Arkansas before Thursday, January 23, 2020 prior to 2:00:00 PM, local time. **No late submittals will be accepted.** Submittals will not be accepted at a later date.

Forms & addendums can be downloaded from the City’s web site at http://fayetteville-ar.gov/bids. All questions regarding the process should be directed to Les McGaugh at lmcgaugh@fayetteville-ar.gov or (479)575-8220.

Statements of qualification submitted shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

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

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

CITY OF FAYETTEVILLE, ARKANSAS

By: Les McGaugh
Title: Purchasing Agent
Ad date: 01/03/2020 & 01/10/2020

City of Fayetteville, AR
RFQ 20-01, Engineering & Architectural Services
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## Appendix

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<tr>
<th>SECTION:</th>
<th>PAGE NUMBER</th>
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<tbody>
<tr>
<td>Cover Page</td>
<td>01</td>
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<tr>
<td>Advertisement</td>
<td>02</td>
</tr>
<tr>
<td>SECTION A: General Terms &amp; Conditions</td>
<td>04</td>
</tr>
<tr>
<td>SECTION B: Vendor References</td>
<td>11</td>
</tr>
<tr>
<td>SECTION C: Signature Submittal</td>
<td>12</td>
</tr>
<tr>
<td>SECTION D: Summary Form</td>
<td>14</td>
</tr>
</tbody>
</table>
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. Statement should be no more than twenty five (25) pages; single sided, standard, readable, print on standard 8.5x11 papers. Proposers are also allowed to submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person) and forms provided by the City for completion.
   
   d. All Proposers shall submit one (1) paper copy of their statement of qualification as well as one (1) electronic copy on a properly labeled CD or other electronic media device. **The electronic copy submitted should be submitted as a SINGLE FILE in format acceptable to Adobe in a save able format.** Files contained on the CD or electronic media shall not be restricted against saving or printing. **The electronic copy shall be identical to the original papers submitted.** Electronic copies shall not be submitted via e-mail to City employees by the Proposer.
   
   e. Proposals will be reviewed following the stated deadline, as shown on the cover sheet of this document. Only the names of Proposer’s will be available after the deadline until a contract has been awarded by the Fayetteville City Council. All interested parties understand proposal documents will not be available until after a valid contract has been executed and at that time only for the intended selection.
   
   f. Proposers shall submit a statement of qualification based on documentation published by the Fayetteville Purchasing Division.
   
   g. Proposals shall be enclosed in sealed envelopes or packages addressed to the City of Fayetteville, Purchasing Division, Room 306, 113 W. Mountain, Fayetteville, AR 72701. The name, address of the firm and Bid, RFP, or RFQ number shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
   
   h. Proposals must follow the format of the RFQ. Proposers should structure their responses to follow the sequence of the RFQ, if provided.
   
   i. Proposers shall have experience in work of the same or similar nature and must provide references that will satisfy the City of Fayetteville. Proposer may furnish a reference list of clients for whom they have performed similar services and must provide information as requested in this document.
   
   j. Proposer is advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. Failure to do so may lead the City to declare any such term non-negotiable. Proposer’s desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
   
   k. Local time shall be defined as the time in Fayetteville, Arkansas on the due date of the deadline. Documents shall be received before the deadline time as shown by the atomic clock located in the Purchasing Division Office.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:**
No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing via email to the Purchasing Department. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the proposal. All such addenda shall become part of the contract documents. The City will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract.

3. **RIGHTS OF CITY OF FAYETTEVILLE IN THIS PROCESS:**

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

   a. The City of Fayetteville reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual Proposer does not require negotiation with others.

   b. The City of Fayetteville reserves the right to select the proposal that it believes will serve the best interest of the City.

   c. The City of Fayetteville reserves the right to accept or reject any or all proposals.

   d. The City of Fayetteville reserves the right to cancel the entire request.

   e. The City of Fayetteville reserves the right to remedy or waive technical or immaterial errors in the request for statements of qualification or resulting submittal.

   f. The City of Fayetteville reserves the right to request any necessary clarifications, additional information, or proposal data without changing the terms of the proposal.

   g. The City of Fayetteville reserves the right to make selection of the Proposer to perform the services required on the basis of the original proposals without negotiation.

   h. The City of Fayetteville intends on utilizing the received proposals for applicable 2020 engineering, architectural, and land surveying projects. Projects believed to be under $20,000 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 $20,000 shall be voted on by the selection committee and any related contract exceeding $20,000 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:**

   a. The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in City of Fayetteville Code Section 34.26 titled “Limited Authority of City Employee to Provide Services to the City”.

City of Fayetteville, AR  
RFQ 20-01, Engineering & Architectural Services  
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b. The Proposer shall promptly notify Les McGaugh, City Purchasing Agent, in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the Proposer’s judgment or quality of services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Proposer may undertake and request an opinion to the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Proposer. The City agrees to communicate with the Proposer its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF PROPOSAL:
A proposal may be withdrawn at any time.

9. LATE PROPOSAL OR MODIFICATIONS:
   a. Proposal and modifications received after the time set for the proposal submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The City will not be responsible for misdirected bids. Proposers should call the Purchasing Division at (479) 575-8220 to insure receipt of their submittal documents prior to opening time and date listed.

   b. The time set for the deadline shall be local time for Fayetteville, AR on the date listed. All proposals shall be received in the Purchasing Division BEFORE the deadline stated. The official clock to determine local time shall be the atomic clock located in the Purchasing Division, Room 306 of City Hall, 113 W. Mountain, Fayetteville, AR.

10. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:
   a. The laws of the State of Arkansas apply to any purchase made under this request for statements of qualification. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.

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

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

12. RIGHT TO AUDIT, FOIA, AND JURISDICTION:
   a. The City of Fayetteville reserves the privilege of auditing a vendor’s records as such records relate to purchases between the City and said vendor.

   b. Freedom of Information Act: City contracts and documents prepared while performing City contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the City of Fayetteville, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.). Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.

   c. Legal jurisdiction to resolve any disputes shall be Arkansas with Arkansas law applying to the case.

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

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

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

15. ADA REQUIREMENT FOR PUBLIC NOTICES & TRANSLATION:

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

16. PAYMENTS AND INVOICING:

The Proposer must specify in their proposal the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFQ. Further, the successful Proposer is responsible for immediately notifying the Purchasing Division of any company name change, which would cause invoicing to change from the name used at the time of the original RFQ. Payment will be made within thirty days of invoice received. The City of Fayetteville is very credit worthy and will not pay any interest or penalty for untimely payments. Payments can be processed through Proposer’s acceptance of Visa at no additional costs to the City for expedited payment processing. The City will not agree to allow any increase in hourly rates by the contract without PRIOR Fayetteville City Council approval.

17. CANCELLATION:

a. The City reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Contractor in writing of the intention to cancel or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

b. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of the City of Fayetteville.

c. In addition to all other legal remedies available to the City of Fayetteville, the City reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by the City of Fayetteville.

d. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty or expense to the City.

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

a. The 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.

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 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:
a. Proposers shall provide the City with proposals signed by an employee having legal authority to submit proposals on behalf of the Proposer. The entire cost of preparing and providing responses shall be borne by the Proposer.
b. The City reserves the right to request any additional information it deems necessary from any or all Proposers after the submission deadline.

c. The request for statement of qualification is not to be construed as an offer, a contract, or a commitment of any kind; nor does it commit the city to pay for any costs incurred by Proposer in preparation. It shall be clearly understood that any costs incurred by the Proposer in responding to this request for statements of qualification is at the Proposer's own risk and expense as a cost of doing business. The City of Fayetteville shall not be liable for reimbursement to the Proposer for any expense so incurred, regardless of whether or not the proposal is accepted.

d. If products, components, or services other than those described in this bid document are proposed, the Proposer must include complete descriptive literature for each. All requests for additional information must be received within five working days following the request.

e. Any uncertainties shall be brought to the attention to Les McGaugh immediately via telephone (479.575.8220) or e-mail (lmcgaugh@fayetteville-ar.gov). It is the intent and goal of the City of Fayetteville Purchasing Division to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided. We encourage all interested parties to ask questions to enable all Proposers to be on equal terms.

f. Any inquiries or requests for explanation in regard to the City's requirements should be made promptly to Les McGaugh, City of Fayetteville, Purchasing Agent via e-mail (lmcgaugh@fayetteville-ar.gov) or telephone (479.575.8220). No oral interpretation or clarifications will be given as to the meaning of any part of this request for statements of qualification. All questions, clarifications, and requests, together with answers, if any, will be provided to all firms via written addendum. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.

g. At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews.

h. Any information provided herein is intended to assist the Proposer in the preparation of proposals necessary to properly respond to this RFQ. The RFQ is designed to provide qualified Proposers with sufficient basic information to submit proposals meeting minimum specifications and/or test requirements, but is not intended to limit a RFQ's content or to exclude any relevant or essential data.

i. Proposers irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Proposer hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.

j. The successful Proposer shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of City of Fayetteville. In case the successful Proposer assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due due to the successful Proposer shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.

k. The successful Proposer's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Proposer shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered.
in these Contract Documents or in the specifications herein referred to, in relation to any such law, ordinance, regulation, order or decree, s/he shall herewith report the same in writing to City of Fayetteville.

26. **INSURANCE:**

   a. Any project selected under this RFQ shall require professional liability insurance in the amount of $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. **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.**
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):

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<tr>
<th></th>
<th>COMPANY NAME</th>
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<td>1.</td>
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<td></td>
<td>CITY, STATE, ZIP</td>
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<td></td>
<td>CONTACT PERSON</td>
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<td>E-MAIL ADDRESS</td>
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<td>CONTACT PERSON</td>
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<td>E-MAIL ADDRESS</td>
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<th>COMPANY NAME</th>
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<td>CITY, STATE, ZIP</td>
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<td>CONTACT PERSON</td>
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<td>TELEPHONE</td>
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<td>CITY, STATE, ZIP</td>
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<td>CONTACT PERSON</td>
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<td>FAX NUMBER</td>
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<td>E-MAIL ADDRESS</td>
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SECTION C: Signature Submittal

1. Disclosure Information

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

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

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

1) NO KNOWN RELATIONSHIP EXISTS

2) RELATIONSHIP EXISTS (Please explain):

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

2. Additional Information

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.

Name of Firm: ___________________________________________________________

Name of Primary Contact: _________________________________________________

Title of Primary Contact: _________________________________________________

Phone#1 (cell preferred): ___________________________ Phone#2: __________________

E-Mail Address: ___________________________________________________________

TAX ID#: ______________________ DUNS #: ______________________ Cage Code: ______________________
3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

<table>
<thead>
<tr>
<th>ADDENDUM NO.</th>
<th>SIGNATURE AND PRINTED NAME</th>
<th>DATE ACKNOWLEDGED</th>
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4. 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.

5. Contractor agrees that no solicitation of City employees will take place.

6. 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.

7. 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.

NAME: _______________________________________________________

COMPANY: ____________________________________________________

TAX ID: _______________________________________________________

PHYSICAL ADDRESS: ____________________________________________

MAILING ADDRESS: ____________________________________________

PHONE: ______________________ FAX: _____________________________

E-MAIL: ______________________________________________________

Signed by:

City of Fayetteville, AR
RFQ 20-01, Engineering & Architectural Services
Page 14 of 17
SECTION E: 2020 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.

<table>
<thead>
<tr>
<th>Field</th>
<th>Selection</th>
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</thead>
<tbody>
<tr>
<td>Airport</td>
<td>Parks: Campground Planning</td>
</tr>
<tr>
<td>Architecture</td>
<td>Parks: Land Dedication Fees Consultant</td>
</tr>
<tr>
<td>Bridges</td>
<td>Parks: Aquatics Consultant</td>
</tr>
<tr>
<td>Civil/Structural Design</td>
<td>Site Utility</td>
</tr>
<tr>
<td>Construction Administration</td>
<td>Studio Design</td>
</tr>
<tr>
<td>Drainage Design, Analysis, &amp; Planning</td>
<td>Storm Water Management</td>
</tr>
<tr>
<td>Electrical</td>
<td>Stormwater Modeling</td>
</tr>
<tr>
<td>Environmental Analysis, Remediation, &amp; Permitting</td>
<td>Stormwater Design</td>
</tr>
<tr>
<td>Environmental Water Services</td>
<td>Structural Design</td>
</tr>
<tr>
<td>Floodplain Services</td>
<td>Surveying</td>
</tr>
<tr>
<td>GIS Mapping</td>
<td>Sustainability Design</td>
</tr>
<tr>
<td>Geotechnical Engineering</td>
<td>Testing Services: Soil/Materials</td>
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<tr>
<td>Hydrology</td>
<td>Traffic Studies</td>
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<tr>
<td>Independent Fee Estimates</td>
<td>Value Engineering</td>
</tr>
<tr>
<td>Interior Design</td>
<td>Wastewater Design</td>
</tr>
<tr>
<td>Landscape Architecture</td>
<td>Wastewater Management</td>
</tr>
<tr>
<td>LEED Certification</td>
<td>Wastewater Modeling</td>
</tr>
<tr>
<td>Lighting Design</td>
<td>Wastewater Rate Studies</td>
</tr>
<tr>
<td>Master Planning: City/Government</td>
<td>Wastewater SSES</td>
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<tr>
<td>Master Planning: Parks</td>
<td>Water/ Sewer Rate Studies</td>
</tr>
<tr>
<td>Master Planning: Streets</td>
<td>Water Design</td>
</tr>
<tr>
<td>Master Planning: Wastewater</td>
<td>Water Management</td>
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<tr>
<td>Master Planning: Water</td>
<td>Water Modeling</td>
</tr>
<tr>
<td>Mechanical</td>
<td>Water Quality Monitoring</td>
</tr>
<tr>
<td>Natural Resource Planning</td>
<td>Wetlands</td>
</tr>
</tbody>
</table>
2.) PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR STATEMENT OF QUALIFICATIONS:

   a) I, 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;

   ____________________________________________
   Name of Firm

   ____________________________________________
   Printed Name

   ____________________________________________
   Signature

   ____________________________________________
   Title

   ____________________________________________
   Date
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It is with great pleasure that modus studio submits our comprehensive team qualifications for architectural services. This team has been assembled to provide the necessary technical expertise and architectural thoughtfulness required for any upcoming projects in the City of Fayetteville. Our team resolutely expresses its ability to complete your projects in the following document of qualifications, showcasing our relevant experience and understanding of the complex programming required for all types of facilities. Our efficiency and professionalism will allow for an open and fun collaboration with the City of Fayetteville leadership and building committees.

modus studio is a creative design firm located in downtown Fayetteville. Dedicated to making inspiring and functional spaces, we have proven our ability to generate award-winning building strategies. Our expertise will ensure designs that further the goal of the City of Fayetteville to be one of the most exciting places to live and work in Northwest Arkansas and ultimately provide enjoyable, functional, and flexible spaces for the staff and the community.

We acknowledge the rapid changes that take place in built environments, systems technology, and sustainable design and construction. We will genuinely consider these needs in our plans for the immediate and long-term maintenance of your facilities and relevance of newly designed spaces. The most sustainable approach to design is to provide lasting projects for the community, smart operations and maintenance planning, and flexibility for evolving technologies.

Our team will seek the input of building committees, city leadership, user groups, and the community from the very first programming workshops and combine this input with the expertise of our consultant team to provide the best designs possible. We look forward to the opportunity to develop thoughtful, memorable, and successful projects for the City of Fayetteville.
COLLABORATION
modus studio will be grounded to every aspect of your projects. We are energetic and creative designers with the ability to think holistically, conceptually, and sustainably from master planning to construction completion. We bring a team founded in a thinking/making philosophy. Craft is the resolution of good ideas and our role, our tools, and our approach are the path to well-crafted architecture.

TECHNOLOGY
Our ability to use technology to aid our team in connectivity and seamless interaction is simple. We utilize many convenient methods of information management on every project. This is standard protocol. It is 2020, and we will not overlook any opportunity for seamless interaction in our daily work. This extends to the use of building information modeling (BIM) for the swift development of design and construction documents. Only the latest technologies will suffice to meet the demands of our projects. Dedicated tracking of decisions, ideas, alternates, and selections along the journey is necessary to ensure an expected outcome. We have developed a series of tools to provide this service.

COST CONTROL
We are proud of our ability to work diligently with cost estimators and react appropriately to maintain construction budgets and design integrity. Our entire team will work closely with you during the programming and design process to be certain the program meets not only the functional needs, but also is consistent with budgetary expectations. We will evaluate the design and budget at each phase of the process (SD, DD and CD) to ensure we stay on track. We strive to avoid “wishful thinking” during the process and to identify any potential issues as early in the design process as possible, when it is most effective to implement any needed revisions.

By identifying the costs, and the information behind what drives them, we are better prepared to make design decisions that offer value and optimize performance over the life of your building. The preliminary design phase is the most crucial in understanding costs and controlling them, and it is directly related to the coherence, order and efficiency of the design. All of the design decisions are compared with the project goals and priorities, allowing areas for modifications to be easily identified. Key to our cost control approach is assembling our team of professionals who bring the knowledge gained from experience with this specific project type. Careful communication between the various disciplines of our integrated team throughout the design phases ensures systems are well organized and coordinated.
SUSTAINABILITY
Our firm recognizes that sustainable building practices aren’t merely obligations, but opportunities. We are experienced LEED professionals, fully committed to bringing economical and truly sustainable solutions to every project, on any budget. As design thinkers, modus studio attests that sustainability is embedded in an architecture that is embraced by the people who use it. This idea fuels our design process, where every potential solution contributes to the place as a whole. Rather than chaining ourselves to a relentless checklist of sustainable features, we choose to address the tangible aspects of “green” design by providing healthy places for people, doing right by the planet, and helping our clients achieve their goals. Through careful design and decisions, we can reduce energy consumption, conserve water, embrace our natural sites, create healthy space, capitalize on local resources and properly handle the byproducts of our daily lives. This is the beginning of sustainable architecture.

WORKFLOW
We view design as a collaborative act, the result of a process of many great minds sharing information and reconciling project needs, goals and budget issues. This includes the entire design team, client team, user group, builder, and the community in an integrated design process to provide the most overall value to the project. We believe that thoughtful planning and good decision-making early in the process will allow you to realize the greatest value for your initial investment and minimize expenditures in operating the facility. The criteria that we consider when evaluating options and alternatives are: capital cost, life expectancy, maintenance cost, energy and operating cost, direct or passive load upon other building systems, and most importantly, the health of the user.
modus studio is an idea.

It is an idea that the patterns, perceptions, senses, and notions of our daily experiences can create a process, a way to do things, which leads to architecture and good design. modus is built on the idea that relevant and inspiring architecture can be sourced from simple, everyday experiences. This conception allows us to depart from the general rule of form to create thoughtful architecture that begins to shape the present landscape and plan for a sustainable future. We believe the experience of architecture can be inspiring to all people in a daily and practical way. All people deserve good space derived from good ideas, and this is the mode in which modus studio operates.

Our work is rooted in Northwest Arkansas, far from the nation’s fashionable centers of culture and art, where even decaying places have interminable meaning. We believe that through observation, the world reveals itself as an inspirational primer for design and an unwritten instruction manual for living. In a region where the terms rural and urban are almost interchangeable, modus champions architecture as a means of navigating the threshold between the natural and manmade world. We have chosen to embrace simple, low-tech design solutions to improve the quality of life for our clients and community.

modus studio is a progressive, and talented design-thinking collective that bridges the design profession with architecture, graphic, prototyping, and fabrication work. We understand that there is a disconnect that often exists between a classic architectural process and hands-on fabrication. Thinking and Making should not be separate. A designer sitting at a desk can model something in three dimensions, but they don't have the benefit of being informed by the actual making of the part. Our fabrication shop gives us the ability to feed on the prototyping process and fabricate things we really believe in, to the level of craft we seek, and within parameters that can be realized.

As a design studio, modus draws inspiration from our region’s creative culture. We have made a renewed commitment to engage in the community in our craft through a series of community events. By opening our shop and studio to the public on a regular basis for educational lectures, hands-on workshops, and professional collaborations, we hope to position ourselves as a generator of artistic expression in our own studio and the community at large.

Originally founded in 2008, we are now a firm of 26 working in our self-developed and designed, LEED Platinum certified architectural studio and fabrication shop. Our firm seeks to operate in a modern format, a studio atmosphere, where ideas and exchange are essential to our process. We are passionately connected to our work, and we believe in the work we produce. We provide a fresh, energetic focus and approach to design. Times are changing, we must adapt, and we must be mutable. modus studio generates a collaborative process allowing architect, client, and builder to come together as thinkers, makers and cohabitants of the modern world.
**STUDIO + SHOP LOCATION**

15 N. Church Ave #102
Fayetteville, Arkansas 72701
479.455.5577
contact@modusstudio.com

**PROJECT LOCATIONS**

North America + Africa

**PROJECT TYPES**

Art | Sculpture | Fabrication | Graphics | Architecture

**AWARDS**

11 National | 23 Regional | 9 Local

**PEOPLE**

8 Architects | 10 Architectural Designers | 3 Interior Designers
6 Fabricators | 2 Administrators
SELECT AWARDS

The Evans Tree House at Garvan Woodland Gardens
- 2019 AIA Small Projects Award
- 2019 AIA Gulf States Region Honor Award
- 2019 AIA Arkansas Honor Award

University of Arkansas Art + Design District: Sculpture Studio
- 2017 AIA Arkansas Honor Award
- 2017 AIA Kansas City Honor Award
- 2017 AIA Kansas City Project of the Year Award
- 2017 Fay Jones Alumni Design Merit Award
- 2018 AIA Gulf States Region Honor Citation Award

Dogwoodtrot House
- 2017 Fay Jones Alumni Design Merit Award
- 2018 AIA Gulf States Region Honor Award

Office 1011
- 2017 AIA Arkansas Merit Award
- 2017 AIA Gulf States Honor Award

Beechwood Village
- 2017 AIA Gulf States Merit Award

Piezein Circuit | Architecture at Zero Competition
- 2016 Professional Citation Award

Manzeum
- 2016 AIA Arkansas Honor Award

The Cardinal
- 2016 Student Housing Business Innovators Award

560 Vinson
- 2014 AIA Arkansas Honor Award
- 2015 Fay Jones School of Architecture Alumni Merit Award

15 N. Church
- 2013 Fayetteville Construction + Developers Award

Eco Modern Flats
- 2011 USGBC Arkansas Most Outstanding Residential Project
- 2012 AIA Arkansas Merit Award
- 2012 USGBC LEED for Homes Outstanding Multifamily Project
- 2012 Green Builder Home of the year for Best Community Project
- 2013 Urban Land Institute Case Study
- 2014 AIA Gulf States Honor Award
- 2015 Chicago Antheum Green Good Design Award

Green Forest Middle School
- 2011 AIA Arkansas Merit Award
- 2012 AIA Gulf States Honor Award

2014 NWA Business Journal | 40 under 40 | Chris Baribeau
2012 AIA Arkansas Architect as Artist Award | Josh Siebert
2011 AIA Arkansas Architect as Artist Award | Josh Siebert
2015 AIA Arkansas Emerging Professional Award | Chris Baribeau
2015 AIA Arkansas Emerging Professional Award | Josh Siebert
2018 Architectural League of New York Emerging Voices Award
EDUCATION
Bachelor of Architecture, Cum Laude
University of Arkansas

AFFILIATIONS
American Institute of Architects [AIA]
US Green Building Council [USGBC]
Urban Land Institute

SELECT AWARDS
AIA Arkansas Emerging Professional Award
Arkansas Business Journal: 40 under 40
Architecture at Zero Professional Citation Award
AIA Gulf States Region Honor Awards
AIA Gulf States Region Merit Awards
AIA Arkansas Honor Awards
AIA Arkansas Merit Awards
AIA Kansas City Honor Award
AIA Kansas City Project of the Year
Fay Jones Alumni Awards
National AIA Small Project Award

Chris M. Baribeau, AIA
Principal-in-Charge | modus studio
Arkansas License No. 4124

Chris is the principal architect of modus studio. He follows an idea. The idea that architecture can be sourced from the simple, everyday experience of life is essential to his mode of design. He believes the resultant architecture as derived from these experiences can be inspiring to all people in a daily, practical way. He believes people deserve good space and good buildings derived from good ideas.

Upon graduating from the University of Arkansas School of Architecture in 2003, Chris pursued work in Fayetteville that would provide the opportunity to engage architecture in a range of residential, commercial, and educational projects at Marlon Blackwell Architect. These projects are critical works of architecture finding foothold both socially and professionally as they are built, experienced, and published. This endeavor continued his architectural education and allowed him to actively participate in the function of making architecture real. As a founding partner of his own firm, this education continues in a new way. The new way is more personal, more challenging, more rewarding and full of possibilities.

Modus studio engages these possibilities every day with ideas, hard work, and a dedicated mode of design. Chris’ experiences in the past seven years of nurturing a design firm in the middle of the economic crisis have strengthened his resolve to work hard, persevere, and always be a responsible architect. He embraces the mode in which this firm operates: intelligently, thoughtfully, and professionally.

SELECTED RELEVANT EXPERIENCE
112 West Center [E.J. Ball Renovation]
Fayetteville, Arkansas

15 Church Avenue
Fayetteville, Arkansas

200 Center
Fayetteville, Arkansas

E.A.S.T. Initiative Headquarters
Little Rock, Arkansas

University of Arkansas Recreation Center Expansion
Fayetteville, Arkansas

University of Arkansas Razorback Shop
Fayetteville, Arkansas

The Holler
Bentonville, Arkansas

Greenway Offices
Bentonville, Arkansas

430 West Dickson
Fayetteville, Arkansas
Josh Siebert, Associate AIA
principal | modus studio

Josh is intrigued by the discovery process in which one develops new ideas. Architecture provides this mode of investigation for him. With a background in construction and metal shop fabrication his desire is for architecture and exploration to be merged into a process that is today, modus studio.

After graduating from University of Arkansas in 2002 with a degree in Architecture and a minor in Art, Josh moved to Kansas City to work for the firm HOK Sport +Venue+ Event. With a love for Architecture and passion for Sports, this firm was a perfect fit. After three and a half years of designing numerous projects nationally and abroad, such as the new Sabina Park Cricket Club and the Washington Nationals Baseball Stadium, Josh moved back to Arkansas to pursue projects smaller in scale. At the end of 2005, he took a job with the San Diego based firm Tucker Sadler Architects in their Rogers, Arkansas office. By diversifying his design experience through a wide range of projects from small tenant infills to high rise designs, Tucker Sadler provided a great platform to learn a wide variety of skills in a relatively short amount of time.

Early in 2008, Josh left Tucker Sadler to pursue interests in the Northwest Arkansas development market. In June of 2008, he and Chris Baribeau came together at modus to explore their combined interests. He has been fortunate to work with clients that are excited about the possibilities and process of turning their projects into architecture. Josh is always eager to make a difference in the way clients view architecture and how he can shape the built environment.

SELECTED RELEVANT EXPERIENCE

The Evans Tree House at Garvan Woodland Gardens
Hot Springs, Arkansas

Klipsch Amphitheatre
Hot Springs, Arkansas

15 Church Avenue
Fayetteville, Arkansas

MAIN x MDRN [Adair Creative Headquarters]
Bentonville, Arkansas

University of Arkansas Razorback Track + Field Walk of Fame
Fayetteville, Arkansas

Block 7 Development
Redding, California

Melbourne Elementary School
Melbourne, Arkansas

Green Forest Middle School
Green Forest, Arkansas

E.A.S.T. Initiative Headquarters
Little Rock, Arkansas

EDUCATION
Bachelor of Architecture
University of Arkansas

AFFILIATIONS
Associate, American Institute of Architects

SELECT AWARDS
AIA Arkansas Emerging Professional Award
AIA Arkansas Architect as Artist Award
AIA Arkansas Honor Award
AIA Arkansas Merit Award
AIA Gulf States Region Honor Award
Fay Jones Alumni Merit Award
Fayetteville Construction + Developers Award
Green Forest Outstanding Alumni Award
Tao Sigma Delta Metal
Pella Design Award

SELECTED RELEVANT EXPERIENCE

The Evans Tree House at Garvan Woodland Gardens
Hot Springs, Arkansas

Klipsch Amphitheatre
Hot Springs, Arkansas

15 Church Avenue
Fayetteville, Arkansas

MAIN x MDRN [Adair Creative Headquarters]
Bentonville, Arkansas

University of Arkansas Razorback Track + Field Walk of Fame
Fayetteville, Arkansas

Block 7 Development
Redding, California

Melbourne Elementary School
Melbourne, Arkansas

Green Forest Middle School
Green Forest, Arkansas

E.A.S.T. Initiative Headquarters
Little Rock, Arkansas
Jason Wright, Associate AIA | LEED GA  
principal | modus studio

Architecture is not unlike a crossroads, an intersection where the human experience and the built environment coalesce. Jason feels his purpose is to provide people with the appropriate direction and guidance so as to successfully navigate this convergence. Over the years he has been exposed to many different project types, and believes this experience allows him to guide clients down a productive path.

Shortly after graduating from the University of Arkansas School Architecture in 2004, Jason moved to Estes Park, Colorado where he built small local projects. During this time he experimented with metal fabrication and eventually moved to Kansas City, Missouri and took a job at el dorado inc. At eldo he was taught, “if you design it, you build it and you install it, then good will come.” This intense level of involvement instilled a high degree of accountability and work ethic, as well as a level of quality control that can be measured by eldo’s numerous awards and publications. Shortly after his 3 years at eldo, Jason moved to another award winning, Kansas City, Missouri based architecture firm, sfs architecture, inc. At sfs, Jason was able to gain experience managing projects of varying scales.

Chris, Josh and Jason kept in contact during his time away from Fayetteville. We had always tossed around the idea of joining forces and anxiously waited for the right time, eventually their schedules where such that a move was justified and they took advantage of the opportunity. Modus Studio is an exciting, energetic and productive firm, and Jason looks forward to bringing these qualities to every project he takes on.

SELECTED RELEVANT EXPERIENCE
University of Arkansas School of Social Work  
Fayetteville, Arkansas
University of Arkansas Art + Design District: Sculpture Studio  
Fayetteville, Arkansas
University of Arkansas Stadium Drive Residence Hall  
Fayetteville, Arkansas
University of Arkansas NCREPT  
Fayetteville, Arkansas
University of Arkansas FabLab Feasibility Study  
Fayetteville, Arkansas
University of Arkansas Leroy Pond Utility Plant  
Fayetteville, Arkansas
15 N. Church Offices  
Fayetteville, Arkansas
200 Center [Arsaga’s]  
Fayetteville, Arkansas
University of Arkansas On-Call [various projects]  
Fayetteville, Arkansas

EDUCATION
Bachelor of Architecture  
University of Arkansas

AFFILIATIONS
Associate, American Institute of Architects  
US Green Building Council

SELECT AWARDS
AIA Gulf States Region Honor Award  
AIA Gulf States Region Merit Award  
AIA Arkansas Honor Award  
AIA Kansas City Honor Award  
AIA Kansas City Project of the Year Award  
Student Housing Business Innovators Award  
Fayetteville Construction + Developers Award  
Fay Jones Alumni Awards  
National AIA Small Project Award
<table>
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<th>PAGE</th>
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| 14   | 15 Church Avenue  
Fayetteville, Arkansas |
| 15   | 200 Center Street  
Fayetteville, Arkansas |
| 16   | Greenway Offices  
Bentonville, Arkansas |
| 17   | Office 1011  
Bentonville, Arkansas |
| 18   | University of Arkansas Art + Design District: Sculpture Studio  
Fayetteville, Arkansas |
| 19   | Green Forest City Hall + Police Department  
Green Forest, Arkansas |
| 20   | Coler Mountain Bike Preserve  
Bentonville, Arkansas |
| 21   | Uptown Apartments + Shops  
Fayetteville, Arkansas |
| 22   | Atmosphere Apartments  
Fayetteville, Arkansas |
| 23   | E.A.S.T. Initiative Headquarters  
Little Rock, Arkansas |
| 24   | Wilbur D. Mills Education Service Cooperative  
Beebe, Arkansas |
| 25   | Melbourne Elementary School  
Melbourne, Arkansas |
The building at 15 Church was originally an electrical company warehouse space built in 1955. The structure has solid bones of concrete block, brick, and steel bar joists that comprise approximately 6,700 SF. Through multiple iterations, the life of the building has evolved from functional warehouse space, to haphazard television studio, and sat as a mediocre office space in Downtown Fayetteville until recently purchased by 15 Church Partners, LLC. This project has transformed the existing good bones of the building into modern and sustainable offices. The distinctly modern result of our work on this once-industrial building is a rare and coveted type of building stock in Downtown Fayetteville. The new office spaces, along with the addition of a residential apartment will revitalize this infill site within the downtown core. The project, targeting LEED for New Construction Platinum, seeks to be a beacon for sustainability with a purposefully modern and crisp aesthetic that will outwardly educate citizens on the potential of eco-friendly design as a major contributor to the city center. The project has created an urban, walkable, energy efficient, and effectively oriented building that creates positively healthy working and living environments.
Another “Special.Modus” project, aptly named joint ventures between modus studio and our friends at Specialized Real Estate Group. These projects, as implied, are special to us as real investments in our own place. They are modern re-interpretations of old building stock, which benefit from their position in the center of historic downtown Fayetteville.

The momentum of the first renovation at 15 Church Avenue has carried to the building at 200 Center Street, located at the corner of Church and Center. A threshold to the nearby Fayetteville Square, 200 Center was conceived as a new ‘front porch’ for the downtown community. The mixed-use space is home to a new Arsaga’s Coffee shop + bar, a local technology retailer, and the coveted yoga gear shop, Lululemon, which together make this building a viable contribution to the life and commerce of the square.

200 Center Street [urban infill renovation | mixed use]

The momentum of the first renovation at 15 Church Avenue has carried to the building at 200 Center Street, located at the corner of Church and Center. A threshold to the nearby Fayetteville Square, 200 Center was conceived as a new ‘front porch’ for the downtown community. The mixed-use space is home to a new Arsaga’s Coffee shop + bar, a local technology retailer, and the coveted yoga gear shop, Lululemon, which together make this building a viable contribution to the life and commerce of the square.
Greenway Offices [renovation + expansion]

Ropeswing Hospitality challenged modus studio to create a modern, sustainable renovation of existing office buildings in Bentonville, Arkansas. The focus of the project was the connection between the tenants, allowing ideas to flow, and open collaborations to flourish. Modus went about this design by rethinking the outdoor spaces, beginning with the residual spaces between the buildings, creating immense opportunities for outdoor amenity connections. More parking was added, along with over 28,000 SF of greenspace. New connections to the adjacent bike trail system were developed, and bike pods and racks for 78 bikes were located throughout the site. On the interior, comfortable and interactive spaces provide the opportunity for mobile working and greater community interaction among multiple businesses. The possibilities for cross-pollination of ideas are at the root of the renovation. The bones of the original buildings are enhanced with modern elements that increase visual presence, provide substantial daylighting, and rebrand the architecture.
In the burgeoning downtown of Bentonville, Arkansas, Office 1011 seeks to cultivate the urban edge and provide high design, class A office space—a pioneer among the pre-engineered metal building, windowless typology that dominates the office building context of the birthplace of Wal-Mart. The building is a purposeful billboard for the creative companies within.

The building is sited to acknowledge the forthcoming urban edge of a developing street as an extension of downtown. The local municipality was slated to completely upgrade the street ahead of this new office project, however resource reallocation diverted the timeline. While an awkward gap remains between building and street for now, the clean lines and classically modern design assure the brick, glass, and steel form will be relevant for decades to come.

Office 1011 serves as a new model to transform traditional status quo city-based architectural design standards of cornice and window articulation into a modern palette. Proportions and composition frame various open plan tenant spaces. The interior atrium is accessed from the street on the west side and also the existing parking on the east. Purposefully blurring the front door vs. back door stigma, a cedar clad volume protrudes to the east and scales the building to human proportions as tenants and visitors arrive from the parking area. This warm cedar palette extends to the atrium and promotes use of the sculptural stair within the visually interconnected double height lounge intended as a catalyst for informal conversations and meetings among various tenants.

The fresh open structure is expressed and amplified with extensive windows that complement the exterior articulation of dark gray ambassador brick, a module of proportion that reemphasizes that of the overall building. Used in both running bond and soldier stack patterns, the rich brick palette provides a unique and subtle texture. Exterior semi-public terrace spaces are found at the northern and southern ends and are marked by expressive cantilevers.

**Office 1011** [new construction]

- **size:** 17,000 SF
- **5 leasable offices**
- **location:** Bentonville, AR
- **cost:** $2,700,000
- **completed:** 2016
- **contact:** Craig Soos
  479.586.0044
- **awards:**
  - 2017 AIA Gulf States Region Honor Award
  - 2017 AIA Arkansas Merit Award
The new sculpture studio facility for the University of Arkansas Art Department is the first and defining building for a new remote district of campus appropriately located in a 3.8-acre raw industrial brownfield block in south Fayetteville.

In a design partnership with el dorado inc, an existing warehouse structure is transformed and expanded into a stark and simple form, yet housing complex and technical programming for the art department. The existing frame is made efficient by introducing a second floor within the volume. The bright palette, purposeful use of natural daylight, and highly sophisticated spaces for the crafting of various media are underscored by the simple use of plan and section to interconnect students, faculty, and the public between studios, galleries, and exterior porches.

The 33,000 square foot program houses open and well-lit studio space, generous corridors providing ample display and critique space, and walls designed to be durable in accommodation of presenting student work. The lighting is efficient and flexible. The environments are purposefully designed to be neutral, to serve as a backdrop to the work being done.

The project resides along the Tsa La Gi trail, part of the recently expanded green network of the city, linking the communities of Northwest Arkansas. Being on the trail offers an opportunity to connect the Art Department, and eventually other departments in the District, with the broader Fayetteville community in non-traditional ways.

As the pioneering project in the new district, the building and site design work collaboratively to allow proper access for material manipulation, manage hydrology, overcome brownfield conditions, and celebrate the emerging art and design community. The project is a chance to connect with cultural activities going on outside of the university, exposing students and faculty to a unique set of learning opportunities. Through a process of select renovation and careful addition, the result is architecture that transcends its humble origins, setting the tone for an ambitious new academic district beyond the traditional campus.
We’re growing our roots even further into the community of Green Forest, Arkansas. Considering our continuing success with multiple projects on the public school campus, it’s only natural that modus studio would take part in helping to improve the city’s facilities in a thoughtful way. Challenged by an aging 65 year old city hall, the city of Green Forest asked us to replace their current facility with a modern, sustainable building containing city offices, police department, city council chambers, district court, city utility offices, secure storage, and ample greenspace. The new city hall will be located just off the square on 2nd Street in the historic downtown. Construction is scheduled to be completed in August of 2018.
Located about a mile west of downtown Bentonville, Arkansas on land designated as a mountain bike preserve, the Coler trails feature multiple flowy jump lines and challenging technical rocky sections that culminate at Peak One Hub near the top of the mountain. From there you can choose which trail to take and the level of difficulty.

Peak One Hub is the mountain bike cathedral. A place hidden in nature as a hub for interaction and the launching point to the most epic single track in the region defines the Peak One Hub. Located at the top of the northernmost hill and at a juncture of multiple trails, the hub functionally allows riders a starting point, juiced with speed as they drop into the intermediate jump trail, the expert technical trail and the expert jump trail. Peak One Hub is a naturally weathering object mysteriously rising in the middle of the forest. It is a functional nexus for comradery, rest, and anticipation of the downhill journeys ahead.

The North Gateway Flyover is the animated threshold of Coler. Every major element of the site – the hill, the meadow and the creek converges here in a delightful rendezvous. The flyover structure is designed to safely negotiate the high speeds of mountain bikers coming off the hill with the more relaxed pace of the multipurpose trail that meanders through the valley floor and ultimately connects with the rest of the Razorback Greenway.

The multitude of unique built features throughout the trail system were carefully crafted with an aesthetic sensibility born from the place and specific to the Coler experience. A common language, compatible with the Ozark vernacular, shapes these features as they are hand-hewn on the site by the gifted trail builders. The ideas of lightness and flow are reinforced through a kit-of-parts detail system for various cedar structures. Touching the land lightly, and always reinforcing the kinetic energy of the trail is fundamental to the overall language of Coler.
Uptown Apartments + Shops [new construction]

Uptown is a new multifamily/mixed-use project located on approximately 15 acres in Fayetteville, Arkansas. The project features apartments in garden-style and mixed-use building flat typologies. The walkable suburban site planning combined with modern, fresh architectural finishes and spaces make this project a game-changer in the otherwise traditional suburban context typical to the midwest.

Utilizing low-impact, energy efficient, and healthy building techniques, the Uptown project is tracking LEED Gold. Beyond environmental stewardship, the community is designed to support wellness and walkability. A community garden will be available to supply fresh produce, while trail connections and a bike repair station will allow residents to take full advantage of the trailside location. The landscape design preserves two acres of forest along Mud Creek. The neighborhood will feature a salt-water pool and outdoor gathering spaces throughout the community. Private outdoor balconies, patios, and roof decks along with carefully tailored retail spaces will make this project a new model for living in Northwest Arkansas.
Atmosphere Apartments  [urban infill collegiate housing]

Atmosphere is a design for a new multifamily student housing development on a 3.4-acre property located on the block bound by Duncan Avenue, Center Street, Hill Avenue, and Treadwell Street in Fayetteville, Arkansas. The project seeks to maximize the density potential of the property for apartment units and parking while creating a sustainable and walkable infill urban development. The design incorporates a mix of studio, one-bedroom, two-bedroom, three-bedroom, and four-bedroom modern and efficient apartment units that provide open and flexible living areas that take advantage of natural site amenities and the important location within the context of downtown Fayetteville adjacent to the University of Arkansas campus.
E.A.S.T. Initiative Headquarters  [renovation]

This 13,600 square foot, state-of-the-art digital learning center is the new national headquarters for the Environmental and Spatial Technology (EAST) Initiative, a 503(c) non-profit whose mission is to provide technology and computer science training to students, facilitators, classroom teachers and community members in schools across the country. The organization will use its new facility to expand training and professional development in high-end technology such as computer coding, GIS and GPS, 3D animation, computer aided drafting, audio and video, 3D printing, and augmented reality, and will ultimately become a resource for the larger community. From concept to keys-in-hand, the new headquarters was completed in just 5 months. The building formerly functioned as an extremely compartmentalized insurance claims office, but EAST's modern tech-office conversion consists of much more open and flexible interior spaces. Laboratories are back dropped with intense colors that provide a constant flash of energy and inspiration that fuels EAST's unique self-driven environment.
Wilbur D. Mills Education Service Cooperative  [new construction]

This project is a new professional development center for the Wilbur D. Mills Education Service Cooperative located in Beebe, Arkansas. The Cooperative was previously comprised of multiple outdated buildings that were retrofitted to serve a purpose not conducive to the buildings’ original designs. The new professional development center has consolidated the co-op’s program into a suite of cohesive and flexible offices and meeting rooms, with movable partitions that allow for larger workshops when needed. The facility is also equipped with a workroom and serving kitchen for use by staff and visitors alike.
Melbourne Elementary School  [new construction]

The Melbourne Elementary School is an expressive new facility for a small rural community in the north-central region of Arkansas. Drawing inspiration from the agriculturally terraced hillsides of the region, the articulated roof forms of the school move with the land and allow light to penetrate corridors, classrooms and assembly spaces. Straying from the mundane and all-too-common pre-engineered metal building typologies that often plague rural school districts, and even this existing campus, the project is crafted as a series of uplifting and inspiring spaces, constructed with very economical means, capable of reinforcing the prospects of quality education in lieu of simply providing square footage.

The new K-6 elementary school on the campus is a “Celebration of New Beginnings” and hosts upwards of 500 students for the growing school district. Beyond classrooms with ample daylight, the project also includes a large cafeteria, multi-purpose facility, special education classrooms, and a new library media center for the student body. The primary spaces are programmed to be destinations and visual beacons inside and out, as they identify clear entry and embrace the organization of the campus around the existing infrastructure. The simple material palette is a fresh interpretation of the existing campus, rooted in warm earthen tone brick and punctuated by striking white roof and wall forms. Ample glazing and large doors hierarchically define flexible assembly space for the entire community to use. Exterior spaces for playgrounds are carved and protected around the building. These simple spaces become bright backdrops, animated by the students that use them for play and exploration.
EQUAL EMPLOYMENT OPPORTUNITY

Modus Studio, PLLC provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal, state and local laws. Modus Studio, PLLC complies with applicable state and local laws governing non-discrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

Modus Studio, PLLC expressly prohibits any form of unlawful employee harassment based on race, color, religion, gender, sexual orientation, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Modus Studio, PLLC’s employees to perform their expected job duties is absolutely not tolerated.

EMPLOYMENT ELIGIBILITY

Modus Studio has substantiated that all employees are authorized to work in the United States and completes and retains I-9 Forms to document verification of the identity and employment authorization of each new employee as required by the State of Arkansas. Modus Studio will participate in other forms of verification on a state by state basis.

REFERENCES

Jeremy Hudson
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15 N. Church Ave #103
Fayetteville, AR 72701
479.601.5775 | jeremy@specializedreg.com

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Mike Johnson
UA Associate Vice Chancellor Facilities Management
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Matt Dozier
E.A.S.T. Initiative President + CEO
6215 Ranch Dr.
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Jeff Williams
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114 N. Main St.
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501.882.5467 | jwilliams@wilbur.k12.ar.us

Gerald Cooper
Northcentral Arkansas Education Cooperative Director [former Melbourne School District superintendent]
99 Haley St.
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870.291.0057 | gerald.cooper@northcentralcoop.org

Matt Summers
Green Forest School District Superintendent
400 East 10th St.
Green Forest, AR 72638
870.438.5201 | msummers@gf.k12.ar.us

Dale Query
Arkansas Rural Education Association Director [former Flippin School District Superintendent]
60 Evergreen Rd
Mount Ida, AR 71957
870.421.4064 | dalearea@gmail.com

Lori Loggains
Melbourne Elementary School Principal
200 Bearkatz Dr.
Melbourne, AR 72556
870.368.4365 | lori.loggains@melbourneschools.org
ARKANSAS STATE BOARD
OF ARCHITECTS, LANDSCAPE ARCHITECTS AND INTERIOR DESIGNERS

certifies that

Modus Studio, PLLC

is a duly registered corporation and is entitled to practice architecture in the State of Arkansas for the period of January 1, 2019 thru January 31, 2020.

2020

In testimony whereof this certificate has been issued by the authority of this board.

Certificate of Authorization Number: LL90

This individual registration expires on January 31, 2020.

Registration has been renewed for 2020. Certificate is issued on February 1, 2019.

https://www.ark.org/asbalaid/index.php/arch/details_firm/F0013C9AE7F94FC6B3F0F73E034673F1
**CERTIFICATE OF LIABILITY INSURANCE**

**DATE (MM/DD/YYYY):** 8/19/2019

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

---

**INSURED**

Modus Studio PLLC
15 N. Church Ave ste102
Fayetteville AR 72701

---

**INSURER(S) AFFORDING COVERAGE**

- **INSURER A:** Hartford Insurance Company
  - NAIC #: 10335
- **INSURER B:** Bridgefield Casualty Insurance Company
  - NAIC #: 25674
- **INSURER C:** Travelers Property Casualty Company of America
  - NAIC #: 89804
- **INSURER D:**
- **INSURER E:**
- **INSURER F:**

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**COVERAGES**

**CERTIFICATE NUMBER:** 2083947594

**REVISION NUMBER:**

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

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

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**CERTIFICATE HOLDER**

For Information Only
USA

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**CANCELLATION**

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

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City of Fayetteville  
RFO 20-01, Engineering and 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:** modus studio

**NUMBER OF YEARS IN BUSINESS:** 11  
**HOW LONG IN PRESENT LOCATION:** 6

**TOTAL NUMBER OF CURRENT EMPLOYEES:** 29  
**FULL TIME:** 1  
**PART TIME:**

**NUMBER OF EMPLOYEES PLANNED FOR THIS CONTRACT:** 29  
**FULL TIME:** 1  
**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. **Specialized Real Estate Group**  
   **COMPANY NAME**  
   Fayetteville, AR 72701  
   **CITY, STATE, ZIP**  
   Jeremy Hudson  
   **CONTACT PERSON**  
   479-601-5775  
   **TELEPHONE**  
   479-935-9365  
   **FAX NUMBER**  
   jeremy@specializedreg.com  
   **E-MAIL ADDRESS**

2. **The Vecino Group**  
   **COMPANY NAME**  
   Springfield, MO 65803  
   **CITY, STATE, ZIP**  
   Tim Roth  
   **CONTACT PERSON**  
   417-860-8008  
   **TELEPHONE**  
   N/A  
   **FAX NUMBER**  
   tim@vecinogroup.com  
   **E-MAIL ADDRESS**

3. **University of Arkansas**  
   **COMPANY NAME**  
   Fayetteville, AR 72701  
   **CITY, STATE, ZIP**  
   Mike Johnson  
   **CONTACT PERSON**  
   479-575-6601  
   **TELEPHONE**  
   N/A  
   **FAX NUMBER**  
   mjr03@uark.edu  
   **E-MAIL ADDRESS**

4. **Northcentral Arkansas Education Coop.**  
   **COMPANY NAME**  
   Melbourne, AR 72556  
   **CITY, STATE, ZIP**  
   Gerald Cooper  
   **CONTACT PERSON**  
   870-291-0057  
   **TELEPHONE**  
   N/A  
   **FAX NUMBER**  
   gerald.cooper@northcentralcoop.org  
   **E-MAIL ADDRESS**
City of Fayetteville
RFQ 20-01, Engineering and Architectural Services
SECTION C: Signature Submittal

1. Disclosure Information

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

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

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

   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.

2. Additional Information

At the discretion of the City, one or more firms may be asked for more detailed information before final ranking of the firms, which may also include oral interviews. **NOTE: Each Proposer shall submit to the City a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the City selection committee can call for clarification or interview via telephone.**

Name of Firm: modus studio

Name of Primary Contact: Chris Baribeau

Title of Primary Contact: Principal Architect

Phone#1 (cell preferred): 479-530-6298 Phone#2: 479-455-5577

E-Mail Address: chris@modusstudio.com

TAX ID#: 90-0406354 DUNS #: ____________________________ Cage Code: ____________________________
3. Please acknowledge receipt of addenda for this invitation to bid, request for proposal, or request for qualification by signing and dating below. All addendums are hereby made a part of the bid or RFQ documents to the same extent as though it were originally included therein. Proposers/Bidders should indicate their receipt of same in the appropriate blank listed herein. Failure to do so may subject vendor to disqualification.

<table>
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<tr>
<th>ADDENDUM NO.</th>
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<th>DATE ACKNOWLEDGED</th>
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4. 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.

5. Contractor agrees that no solicitation of City employees will take place.

6. 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.

7. 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.

NAME: Chris Baribeau

COMPANY: modus studio

TAX ID: 90-0406354

PHYSICAL ADDRESS: 15 N. Church Ave #102 Fayetteville, AR 72701

MAILING ADDRESS: 15 N. Church Ave #102 Fayetteville, AR 72701

PHONE: 479-455-5577 FAX: N/A

E-MAIL: chris@modusstudio.com

Signed by: 

City of Fayetteville, AR
RFQ 20-01, Engineering & Architectural Services
Page 14 of 17
SIGNATURE: [Signature]

PRINTED NAME: Chris Baribeau

TITLE: Principal Architect

DATE: 01/22/2020
City of Fayetteville
RFQ 20-01, Engineering and Architectural Services
SECTION E: 2020 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: modus studio

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.

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2.) PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR STATEMENT OF QUALIFICATIONS:

   a) I, 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;

   modus studio

   Name of Firm
   Chris Baribeau

   Printed Name
   Christopher Baribeau

   Signature

   Principal Architect

   Title

   1/22/2020

   Date
### CERTIFICATE OF LIABILITY INSURANCE

**CONTACT**

**NAME:** Tiffany McCormick  
**PHONE** (A/C, No. Ext.): 479-636-4551  
**FAX** (A/C, No.): 479-636-1239  
**E-MAIL:** tmccormick@rogers-insurance.com

**INSURER(S) AFFORDING COVERAGE**

- **INSURER A:** Hartford Insurance Company
- **INSURER B:** Bridgefield Casualty Insurance Company
- **INSURER C:** Travelers Property Casualty Company of America

**PRODUCER**

Rogers Insurance Agency, Inc.  
2809 W Ajax Avenue #300  
Rogers AR 72758

**INSURED**

Modus Studio PLLC  
15 N. Church Ave ste102  
Fayetteville AR 72701

**COVERAGES**

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

**CERTIFICATE HOLDER**

For Information Only  
USA

**CANCELLATION**

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

**AUTHORIZED/REPRESENTATIVE**

[Signature]

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