

AGREEMENT OF UNDERSTANDING

BETWEEN

CITY OF JONESBORO

AND

THE ARKANSAS STATE HIGHWAY AND TRANSPORTATION DEPARTMENT

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

RELATIVE TO

Implementation of Job 100757, Turtle Creek Greenway Section VI (hereinafter called "Project"), as a recreational trail development or improvement project.

WHEREAS, the Arkansas State Highway Commission has made available 80% Federal-aid funds for certain recreational trail projects; and

WHEREAS, the City of Jonesboro (hereinafter called "Sponsor") has expressed its desire to use Federal-aid funds for an eligible project; and

WHEREAS, funding participation for each phase of the project will be as follows subject to a limit of \$80,000 maximum Federal-aid approved for the project:

	<u>Federal %</u>	<u>Sponsor %</u>	
Project Design:	-0-	100%	
Utilities/Right of Way:	-0-	100%	
Project Inspection:	-0-	100%	
Project Construction:	80%	20%	;and

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

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

WHEREAS, the Sponsor understands that the Arkansas State Highway and Transportation Department (hereinafter called "Department") will require the Sponsor to adhere to the General Requirements for Recipients and Sub-recipients Concerning Disadvantaged Business Enterprises as stated on Attachment A; and

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

THE SPONSOR WILL:

1. Indemnify and hold harmless the Arkansas State Highway Commission, the Department, its officers and employees from any and all claims, lawsuits, judgments, damages, costs, expenses, and losses, including those arising from claims before the Arkansas Claims Commission or lawsuits brought in any other legal forum, sustained on account of the operations or actions of the Sponsor, including any act of omission, neglect or misconduct of said Sponsor. Further, the Sponsor shall take no action to compromise the immunity from civil suits afforded the State of Arkansas, the State Highway Commission, Arkansas Code § 19-10-305, or the 11th Amendment of the United States Constitution. This obligation of indemnification shall survive the termination or expiration of this Agreement.
2. All Sponsors must review their application to ensure that the Scope of the project is accurate and the proposed budget is accurate. See Attachment B which must be completed and sent to the Department to ensure current scope and budget is accurate.
3. Grant the right of access to Sponsor's records pertinent to this project and the right to audit by the Department and Federal Highway Administration officials. Be responsible for the inspection and certification of all work in accordance with the plans and specifications for the Project and to retain all records relating to such inspections, certifications, any billing statements, and any other files necessary to document the performance and completion of the work. A statement in writing must be submitted to the Department when the Project is completed. The Sponsor shall retain **all records for three years** upon completion of the project in accordance with the requirements of 49 CFR; Subtitle A, Part 18, Subpart C, Section 18.42 – (See Attachment C for retention and access requirements for records). The date of completion of the project will be construed as the check date of the final payment submitted to the Sponsor by the Department.
4. If the project awarded is in excess of \$25,000 Attachment D needs to be completed and returned to the Department. Attachment D pertains to the Federal Funding Accountability and Transparency Act (FFATA).
5. Comply with provisions of the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act of 1964, FHWA Recreational Trails Program Guidance, and any other Federal, State, and/or local laws, rules and/or regulations.

The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to James B. Moore, Jr., Section Head - EEO/DBE (ADA/504/Title VI Coordinator), P. O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: james.moore@arkansashighways.com.

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

6. Be responsible for its portion of the total project cost, which will include project design, construction inspection services, appraisal and acquisition of right-of-way, relocation services (when required), and adjustment of all man-made improvements, including utilities.
7. Provide a copy of the registered deed or an appropriate certification stating the Sponsor has a clear and unencumbered title to any right-of-way to be used for the project and the land is accessible to the general public for public recreational purposes (See Attachment E).
8. Private or Non – Profit Organizations must review and submit Attachment F with all documents requested to the Department. No order to proceed will be granted to these organizations without the documents being submitted in full.
9. Request review from the Arkansas Historic Preservation Program (AHPP) (See Attachment G). Then, forward AHPP's approval to the Department.
10. **Refrain from any Project construction** for which the Sponsor expects monetary reimbursement **until a Notice to Proceed is received from the Department.**
11. If the project is to be advertised, for bids, it must be done in accordance with State and Federal procedures as shown in Attachment H. Bids are necessary for any goods, materials, or labor totaling \$25,000 or more.
12. Prepare plans, specifications, and a cost estimate for construction bid process. These plans will be reviewed by the Department at the Pre-Construction Conference and these records need to be maintained by the Sponsor for three years after the completion date of the project. A registered licensed professional engineer, architect, or landscape architect must sign the plans and specifications for the project for any project over \$25,000. For any project under \$25,000, the Sponsor's legal representative must countersign the plans. (See Attachment I for certification letter requesting concurrence in award of the contract to be sent to the Department).
13. Be responsible for 100% of any and all expenditures which are declared non-participating in Federal funds, including awards by the State Claims Commission.
14. Be responsible for 100% of all project costs incurred should the project not be completed as specified. Repay to the Department the Federal share of the cost of any portion of this Project if the Federal Highway Administration removes Federal participation due to actions of the Sponsor, its agents, its employees, or its assigns, or the Sponsor's consultants or their agents. Such actions shall include, but are not limited to, Federal non-participation arising from problems with design plans, construction, change orders, construction inspection, or contractor payment procedures.
15. Retain total, direct control over the Project throughout the life of the improvements and **not, without prior written approval from the Department:**
 - sell, transfer, or otherwise abandon any portion of the Project;
 - change the intended use of the project as stated in the approved Project application;
 - make significant alterations to any improvements constructed with Federal-aid funds; or
 - cease maintenance or operation of the project due to the Project's obsolescence.

16. Be responsible for satisfactory maintenance and operation of all improvements and for adopting regulations and ordinances as necessary to ensure this. Failure to adequately maintain and operate the project in accordance with Federal-aid requirements may result in the Sponsor's repayment of Federal funds and may result in the withholding of future Federal-aid funds. The Sponsor understands and agrees that the Department may cause necessary funds to be withheld from the Sponsor's gasoline tax allotment should the Sponsor fail to pay to the Department any required funds, fail to complete the project as specified, or fail to adequately maintain or operate the project.
17. Promptly notify the Department if the project is rendered unfit for continued use by natural disaster or other cause.
18. Repay all Federal funds if this is determined necessary for any reason.
19. Construct the Project in accordance to plans and specifications that were developed by the Sponsor, or the Sponsor's representative, and were reviewed and approved by the Department prior to the issuance of the Notice to Proceed.
20. Notify the Department upon completion of various phases of the work in order that a Department representative may review the project before any payments for such work are made to the Contractor. Once the Sponsor makes payments to suppliers and visible progress has been made toward the completion of the Project an on-site inspection of the Project may be requested by the Sponsor. No reimbursement will be made by the Department without an on-site inspection of the Project.
21. **Provide the Department with all necessary documentation** including a resolution of support from the Sponsor's governing body, approval from the State Historic Preservation Officer, proof of ownership, revised budgets and changes of the scope of the job, plans and specifications, and permits or rulings from the U.S. Army Corps of Engineers, U.S. Fish and Wildlife Service, Environmental Protection Agency, or other applicable agencies **within one calendar year of the date this Agreement of Understanding is signed by the Director of the Arkansas State Highway and Transportation Department. Extensions will not be granted. Funding for a project failing to provide this documentation will be withdrawn and will be allocated to other eligible recreational trail projects.**

THE DEPARTMENT WILL:

1. Be responsible for administering Federal-aid funds and for project approval and acceptance.
2. Review and approve environmental, archeological, wetland, or other necessary clearances and if proper documentation is provided and review of the land warrants than environmental clearance will be provided.
3. Review plans and specifications for the Project.
4. Advise the Sponsor when to proceed with construction of the Project.
5. Review and approve any necessary change orders for Project eligibility, regardless of funding source.

6. Visually verify (insofar as is reasonably possible) that the work meets contract requirements before reimbursement is made to the Sponsor.
7. Reimburse the Sponsor for all legitimate, documented costs in accordance with the final executed contract.

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

IT IS FURTHER AGREED that should the Sponsor fail to pay to the Department any required funds due for implementation of the project or fail to complete the project as specified in this Agreement or fail to adequately maintain or operate the project, the Sponsor hereby authorizes the Director of the Department of Finance and Administration to transfer from any of the Sponsor's State funds to the Department's RRA account such sums as the Director of Highways and Transportation shall certify as due the Department under terms of this Agreement.

IN WITNESS WHEREOF, the parties thereto have executed this Agreement on this 5th
 day of JANUARY, 2012.

ARKANSAS STATE HIGHWAY
 AND TRANSPORTATION DEPARTMENT

CITY OF JONESBORO

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

lht *W* *RT*

Arkansas State Highway and Transportation Department
 Notice of Nondiscrimination

The Arkansas State Highway and Transportation (Department) complies with the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and other federal equal opportunity laws and therefore does not discriminate on the basis of race, sex, color, age, national origin, religion or disability, in admission or access to and treatment in Department programs and activities, as well as the Department's hiring or employment practices. Complaints of alleged discrimination and inquiries regarding the Department's nondiscrimination policies may be directed to James B. Moore, Jr., Section Head-EEO/DBE (ADA/504/Title VI Coordinator), P.O. Box 2261, Little Rock, AR 72203, (501) 569-2298, (Voice/TTY 711), or the following email address: james.moore@arkansashighways.com.

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

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

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

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

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

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



**CITY OF
JONESBORO**

October 31, 2011

RECEIVED
NOV 18 2011
PLANNING AND RESEARCH

Attachment B

Mr. Bill Bastress
Planning and Research
Arkansas State Highway and Transportation Department (AHTD)
P.O. Box 2261
Little Rock, AR 72203

Re: Job #100757,
Recreational Trails 2010 Grant,
Greenway Section VI Project,
Craighead County

Dear Mr. Bastress:

Regarding scope review and revised budget of the proposed job, I certify that:

- (1) The length of the trail will be 680 linear feet and be 12 feet wide, with an asphalt surface.
- (2) N/A
- (3) Our revised budget is as follows:

a. Site Preparation	\$1,000.00
b. Earth Work	\$12,000.00
c. Base Material Installation	\$6,300.00
d. Asphalt Surface Coarse	\$9,400.00
e. Storm water BMPs	\$3,000.00
f. Final Soil Stabilization	\$1,000.00
g. Miscellaneous – Piping & Inlets	\$15,000.00
h. Bank Stabilization 90 LB rip-rap	\$36,000.00
i. Concrete Curbing	<u>\$10,600.00</u>

Total Construction Cost	\$94,300.00
Construction Contingency (10%)	<u>\$9,430.00</u>

Total Estimated Project Costs	\$103,730.00
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Any future deviation from the above information will be submitted in writing to AHTD.

OPTION #3
ESTIMATED QUANTITIES AND COSTS
PARKS AND RECREATION
TURTLE CREEK GREENWAY PHASE 7 WITH CURBING AND RIP-RAP
OCTOBER 2011

ITEM NO.	DESCRIPTION	QUANTITY	UNIT COST	Subtotal
1	Initial Site Preparation / Stakeout	1.0 acres	\$1,000.00	\$1,000.00
2	Earth Work	1,200 CY	\$10.00	\$12,000.00
3	Base Material Installation	315 tons	\$20.00	\$6,300.00
4	Asphalt Surface Coarse	94 tons	\$100.00	\$9,400.00
5	Storm water BMPs	1.0 acres	\$3,000.00	\$3,000.00
6	Final Soil Stabilization	1.0 acres	\$1,000.00	\$1,000.00
7	Miscellaneous -Piping and Inlets	1 LS	\$15,000.00	\$15,000.00
8	Bank Stabilization 90LB Rip-Rap	1,200 tons	\$30.00	\$36,000.00
9	Concrete Curbing	530 LF	\$20.00	\$10,600.00
ESTIMATED CONSTRUCTION COST				\$94,300.00
CONSTRUCTION CONTINGENCY (10%)				\$9,430.00

TOTAL ESTIMATED PROJECT COST

\$103,730.00

Approximate Length of Trail
Average Cost per foot of Trail

680 lf
\$138.68 /lf

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

Post-Award Requirements

Retention and access requirements for records.

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

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

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

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

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

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

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

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

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

(3) *Records for income transactions after grant or subgrant support.* In some cases grantees must report

income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

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

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

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

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

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

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

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

Federal Funding Accountability and Transparency Act (FFATA)

Reporting Requirements

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

(If award is \$25,000 or more – please complete this form and forward to: Mr. Bill Bastress – Planning & Research – Arkansas State Highway & Transportation Department – P. O. Box 2261 – Little Rock, AR 72203).

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

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

- ✓ A unique identifier (Dun & Bradstreet DUNS Number) of the sub-awardee receiving the award and the parent entity of the recipient, should the sub-awardee be owned by another entity; (A DUNS Number can be obtained by calling 1-866-705-5711 or go to Web site: <http://www.dnb.com/us>).
- ✓ The names and total compensation of the five most highly compensated officers of the sub-awardee if the sub-awardee in the preceding Federal fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to information about the compensation of the senior executives of the sub-awardee through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1).

Required Sub-Awardee Information

(A) Sub-Awardee – DUNS Number: 073540288

Parent (if applicable) – DUNS Number: _____

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

Yes / **(No)** (Circle one)

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

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

Yes / No (Circle one)

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

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

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

Sub-Awardee Names and Compensation of Most Highly Compensated Officers

- 1. Name: _____ Amount: \$ _____
- 2. Name: _____ Amount: \$ _____
- 3. Name: _____ Amount: \$ _____
- 4. Name: _____ Amount: \$ _____
- 5. Name: _____ Amount: \$ _____



**CITY OF
JONESBORO**

Attachment E

October 31, 2011

Mr. Bill Bastress
Planning and Research
Arkansas State Highway and Transportation Department (AHTD)
P.O. Box 2261
Little Rock, AR 72203

Re: Job #100757,
Recreational Trails 2010 Grant,
Greenway Section VI Project,
Craighead County

Dear Mr. Bastress:

Regarding right-of-way for the referenced recreational trail project, I certify that

- (1) Title to right-of-way necessary for construction of the project is already in ownership of the Sponsor and the land is accessible to the general public for public recreational purposes throughout the life of the project. No additional right-of-way is needed.

Additionally, I certify that arrangement for adjustment of existing conflicting utilities has been accomplished. I have enclosed the preliminary plans showing the existing right-of-way limits.

CERTIFICATION LETTER for PRIVATE or NON- PROFIT ORGANIZATIONS

DATE

Mr. Bill Bastress
Planning and Research
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: Job #
Job Name
County

Dear Mr. Bastress:

Regarding certification of my organization, I am enclosing the following:

- (1) A certified copy of a dated Original Articles of Incorporation identifying the name of the Corporation. Documentation proves that the organization has been in existence for three years.
- (2) A notarized letter that states that the organization will name a successor at the time of any change in the organizational status and that the Planning & Research Division will be notified of such an occurrence. This letter is signed and dated by an Officer.
- (3) A notarized statement that the organization does not discriminate on the basis of age, disability, gender, income, race, or religion. This statement is signed and dated by an Officer.
- (4) A partnership resolution with a neighboring County or City or Federal/State Agency signed and dated by the Mayor, County Judge or Officer of the Federal/State Agency. The resolution promises that the Agency will maintain the project as a recreation use area in the event that the primary sponsor cannot fulfill its long-term obligations and responsibilities to the grant contract.

Additionally, I am enclosing the organization's annual "Business Entity Certificate of Good Standing" obtained from the Arkansas Secretary of State Office and the W-9 form from the Internal Revenue Service which contains the employer identification number and identifies the type of Corporation the nonprofit organization is.

Sincerely,

NAME & OFFICE
(Sponsor's Name)

Enclosure(s)

DATE

Ms. Frances McSwain
Arkansas Historic Preservation Program
1500 Tower Building
323 Center Street
Little Rock, AR 72201

Re: Arkansas Recreational
Trails Project
Job #
Job Name
County

Dear Ms. McSwain:

The *(Sponsor Name)* proposes a recreational trail *project and location*.

Describe the project. A location map is enclosed.

(Enclose a map a USGS 7.5 minute topographic quadrangle is preferred by SHPO)

We appreciate any comments you may have regarding the handling of this project. If *(name the contact person for the sponsor and phone number)* ... can be of assistance in this activity, please let us know.

Sincerely,

NAME
Sponsor's Name
Office of Individual

Enclosure(s)

**GUIDELINES FOR ADVERTISING AND OPENING BIDS
FEDERAL-AID PROJECTS
FOR GOODS, MATERIALS, OR LABOR TOTTALLING \$25,000 OR MORE:**

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

- All ads need to be reviewed by the Department before submitting the ad to the newspaper.
- The minimum advertising period is three weeks.
- In addition to meeting the State requirements for advertising for construction projects, the project must be advertised a minimum of two times in a statewide newspaper.
- The notice must contain: (1) the time, date, and place that sealed bids are to be accepted, opened, and publicly read; (2) a brief description of the kind or type of work contemplated; and (3) the place at which prospective bidders may obtain plans and specifications.
- The Sponsor will include the following language in the solicitation for bids:
 “The Sponsor hereby notifies all bidders that this contract is subject to applicable labor laws, non-discrimination provisions, wage rate laws and other federal laws including the Fair Labor Standards Acts of 1938. The Work Hours Act of 1962 and Title VI of the Civil Rights Act of 1964 also apply.”
- All bids received in accordance with the terms of the advertisement shall be publicly opened and at a minimum, the total amount bid must be read (the sponsor may choose to read the bids item by item).
- If any bid received is not read aloud, the name of the bidder and the reason for not reading the bid aloud shall be publicly announced at the letting.
- In accordance with 23 CFR 635.110, any procedures and requirements for qualifying and licensing contractors must be approved by the Federal Highway Administration.
- Negotiation with contractors during the period following the opening of bids and before the award of the contract is not permitted.

FOR GOODS, MATERIALS OR LABOR TOTTALLING BETWEEN \$5,000 AND \$25,000 THEN A MINIMUM OF THREE BIDS MUST BE OBTAINED BY DIRECT MAIL, TELEPHONE, TELEGRAPH, INTERNET, OR IN WRITING.

FOR PURCHASES UNDER \$5,000, COMPETITION SHOULD BE USED TO THE MAXIMUM EXTENT PRACTICABLE.

Records of all quotes, bids, and invoices must be retained for three years. Invoice copies must be submitted for reimbursement purposes.

CERTIFICATION LETTER
REQUESTING CONCURRENCE IN AWARD OF THE CONTRACT

DATE

Mr. Alan Meadors
Planning and Research Engineer
Arkansas State Highway and Transportation Department
P. O. Box 2261
Little Rock, AR 72203

Re: Job #
Job Name
County

Dear Mr. Meadors:

The following documents are submitted concerning the referenced project:

1. One set of bid tabulations.
2. Justification of award (if low bid amount is greater than 10% over the estimate).
3. Justification of award if not low bid.

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

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

Sincerely,

NAME & OFFICE
(Sponsor's Name)

Sponsor's Attorney

Enclosures